



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.

123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • TTY Relay Service 711 • www.kirklandwa.gov

AGENDA KIRKLAND CITY COUNCIL MEETING City Council Chamber Tuesday, January 19, 2021 5:30 p.m. – Study Session 7:30 p.m. – Regular Meeting

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

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

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
 - a. NE 85th Street Station Area Plan
4. *EXECUTIVE SESSION*
 - a. To Consider the Selection of a Site or the Acquisition of Real Estate by Lease or Purchase
5. *HONORS AND PROCLAMATIONS*
 - a. Day of Racial Healing Proclamation
6. *COMMUNICATIONS*
 - a. *Announcements*
 - b. *Items from the Audience*
 - c. *Petitions*
7. *PUBLIC HEARINGS*
8. *SPECIAL PRESENTATIONS*

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.

- a. COVID-19 Update
- b. Resolution R-5434 Update
- c. Non-Law Enforcement Community Representative Selection Process
- d. King County Library System Regional Manager Introduction

9. CONSENT CALENDAR

a. *Approval of Minutes*

(1) January 5, 2021

b. *Audit of Accounts*

c. *General Correspondence*

d. *Claims*

(1) Claims for Damage

e. *Award of Bids*

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

g. *Approval of Agreements*

h. *Other Items of Business*

(1) Resolution R-5460, Authorizing and Directing the City of Kirkland the Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement

(2) IT Stabilization Implementation Update #4

(3) Declaration of Surplus Vehicles and Equipment and Ratification of Prior Actions

(4) December 2020 Sales Tax Report

(5) December 2020 Financial Dashboard Report

10. BUSINESS

a. 2021 State Legislative Update #1

b. February Council Retreat Agenda

***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.

- c. Authorizing Limited Use of Food Trucks in Downtown City Lots
- d. 2020 Miscellaneous Code Amendments

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.

11. REPORTS

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

12. ITEMS FROM THE AUDIENCE

13. EXECUTIVE SESSION

- a. To Discuss Potential Litigation

14. ADJOURNMENT

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



CITY OF KIRKLAND
Planning and Building 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: January 7, 2021

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

Staff Recommendation

Review the [NE 85th St Station Area Plan Draft Supplemental Environmental Impact Statement \(DSEIS\)](#) and summary memo prepared by [Mithūn](#) (see Attachment 1), the City's lead consultant for the project, and provide direction for the formation of a preferred alternative for the Station Area Plan. The following discussion topics are recommended to assist the Council in their deliberations:

- What are the top three elements you like within each alternative, and would like to see incorporated into the preferred alternative? Consider goals and policies, and land use concepts including changes to map designations and infrastructure investments.
- Which elements best promote the project's equity goals? Considerations include increasing the supply of affordable housing, providing opportunities for people of all walks of life to live, work and play in Kirkland, and ensuring that the benefits and burdens of proposed development are equitably distributed to all of Kirkland's residents and employees, regardless of race, age, income, or English language proficiency.
- Are the alternatives missing any key elements (e.g., related to job/housing opportunities, integration with BRT station, incentives to foster small businesses, infrastructure, schools, open space/parks)?

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 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) Supplemental Environmental Impact Statement (SEIS) and Form-based Codes (FBCs) in the study area. The advantage of a Planned Action Ordinance is to streamline environmental review for future development projects 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.

In response to questions regarding the status of the WSDOT/Sound Transit I-405 BRT project, that freeway project is proceeding toward retaining a design/build contractor and delivery of the station is still tentatively scheduled for 2025, with confirmation anticipated after Sound Transit realignment decisions scheduled for Summer, 2021.

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.

Staff and the consultant team have conducted ongoing public outreach to inform the community about project status and opportunities to provide feedback to the project team and appointed and elected officials. A virtual Community Workshop was held on January 7, 2021. A summary of community comments from the workshop is included as Attachment 2, and an overview of public outreach to-date is included in the memorandum prepared by Mithun (see Attachment 1).

Additionally, direction received from the Planning Commission at their January 14, 2021 meeting will be relayed to Council at the study session.

DSEIS Alternatives Summary

The DSEIS for the project was published on January 5, 2021, which began the formal DSEIS public comment period. The public comment period runs through February 5, 2021. Below is a summary of the three Station Area Plan alternatives studied in the DSEIS:

Alternative 1 – No Action

- Maintains existing zoning and aligned with Comprehensive Plan, neighborhood plans, and other plans.
- Includes WSDOT/ST I-405 and NE 85th St Interchange and Stride BRT Station project which integrates with local transit on NE 85th St and minor streetscape improvements associated with planned projects.
- Alternative 1 allows for the least housing and job growth of each alternative. It contributes to the adopted Comprehensive Plan capacity and would contain

about 2,782 dwellings and 10,859 jobs, slightly higher than the 2019 estimates of 1,909 dwellings and 4,988 jobs.

Alternative 2– Guiding Mixed Use Growth

- Allows for moderate growth throughout the district, with mixed use residential and office focus up to 10 stories in existing commercial areas like Rose Hill and limited infill in established areas. Enhance existing transportation plans including additional bike lanes, sidewalks, and minor green street improvements.
- Alternative 2 would provide for 6,600 new dwellings, and 23,700 new jobs. For the year 2044, the anticipated total growth levels would be up to 8,509 households and 28,688 jobs.

Alternative 3– Transit Oriented Hub

- Allows for additional growth throughout the district, with mixed use residential and office focus up to 20 stories in select commercial areas like Rose Hill, and infill in established areas.
- More substantial multi-modal transportation improvements, coordinated district scale environmental strategies, and signature “blue street” streetscape improvements to treat stormwater.
- Alternative 3 would add capacity for 9,000 new housing units and 30,000 jobs, a substantial addition to the city’s capacity. For the year 2044, the anticipated total growth levels would be up to 10,909 households and 34,988 jobs.

Mithun’s memorandum also includes a description of each development typology proposed in the alternatives, and a summary of how each alternative is anticipated to guide future growth in a manner consistent with the project objectives of equity, livability, and sustainability.

Next Steps

With direction from the Planning Commission and City Council, the project team will begin forming a preferred alternative, and begin work on the Final SEIS and PAO, and the draft Form-based Codes. Staff will return to City Council multiple times in Spring 2021 to present and refine the preferred alternative, as well as to discuss the Form-based Code draft. Final adoption of the Station Area Plan is anticipated in Late Spring or Early Summer 2021.

Attachments:

1. Draft Supplemental Environmental Impact Statement (DSEIS) Memorandum, prepared by Mithun, dated January 6, 2021
2. Summary of January 7, 2021 Community Workshop, prepared by Mithun

cc: File Number CAM20-00153

Memorandum

To:	Allison Zike, Senior Planner, City of Kirkland	Date:	Wednesday, January 6th 2021
From:	Erin Christensen Ishizaki, Mithun	Project #:	193000
Att:	Attachment 1: Key Decisions Schedule; Attachment 2: Kirkland NE 85th Street Station Area Plan Alternatives; Attachment 3: Kirkland NE 85th St Station Area Plan and Planned Action: Draft Supplemental Environmental Impact Statement Chapter 1: Summary		
cc:			
Re:	Draft Supplemental Environmental Impact Statement (DSEIS)		

Recommendation

The attached documents and accompanying presentation provide information about the three alternatives analyzed in the NE 85th Street Station Area Plan Draft Supplemental Environmental Impact Statement (DSEIS), including the differences between alternatives that will guide growth around Sound Transit's new bus rapid transit (BRT) Stride station over the next fifteen to twenty years, the potential impacts and benefits of each, and potential mitigations. As a reminder, the focus of the project is the area in the City of Kirkland surrounding the new Sound Transit bus rapid transit station and WSDOT interchange improvements, which have their own separate planning process.

Council feedback is sought on which elements of these three Station Area alternatives you support. The project team will use this feedback along with public comments received during the DSEIS Comment period, the accompanying public meeting, and upcoming presentation to City Council, to help select which features will be incorporated into the 'preferred alternative'. Key questions for consideration include:

- What are the top three elements you like within each alternative, and would like to see incorporated into the preferred alternative? Consider goals and policies, land use concepts including changes to map designations and infrastructure investments as well as consistency edits to the Comprehensive Plan.
- Which development typologies align with project goals? Are they applied appropriately to respond to and integrate the Stride BRT Station and provide for housing and job opportunities?

- Which best promote the project's equity goals? Considerations include increasing the supply of affordable housing, providing opportunities for people of all walks of life to live, work and play in Kirkland, and ensuring that the benefits and burdens of proposed development are equitably distributed to all of Kirkland's residents and employees, regardless of race, age, income, or English language proficiency.
- What types of public and private investment in infrastructure and transportation solutions are necessary to support the preferred alternative?
- What open space and park investments are suited to a transit-oriented urban neighborhood?
- How can we accommodate school facilities in an urban environment?
- How can the preferred alternative create a mix of incentives and requirements to address equity and support large and small households and large and small businesses?
- Are there any development typologies you think should be eliminated from consideration anywhere within the Station Area? Are the areas that have been identified for specific typologies and maximum heights appropriate?
- Are there additional key concepts for transitioning from higher intensity development to lower intensity developments that should be considered?

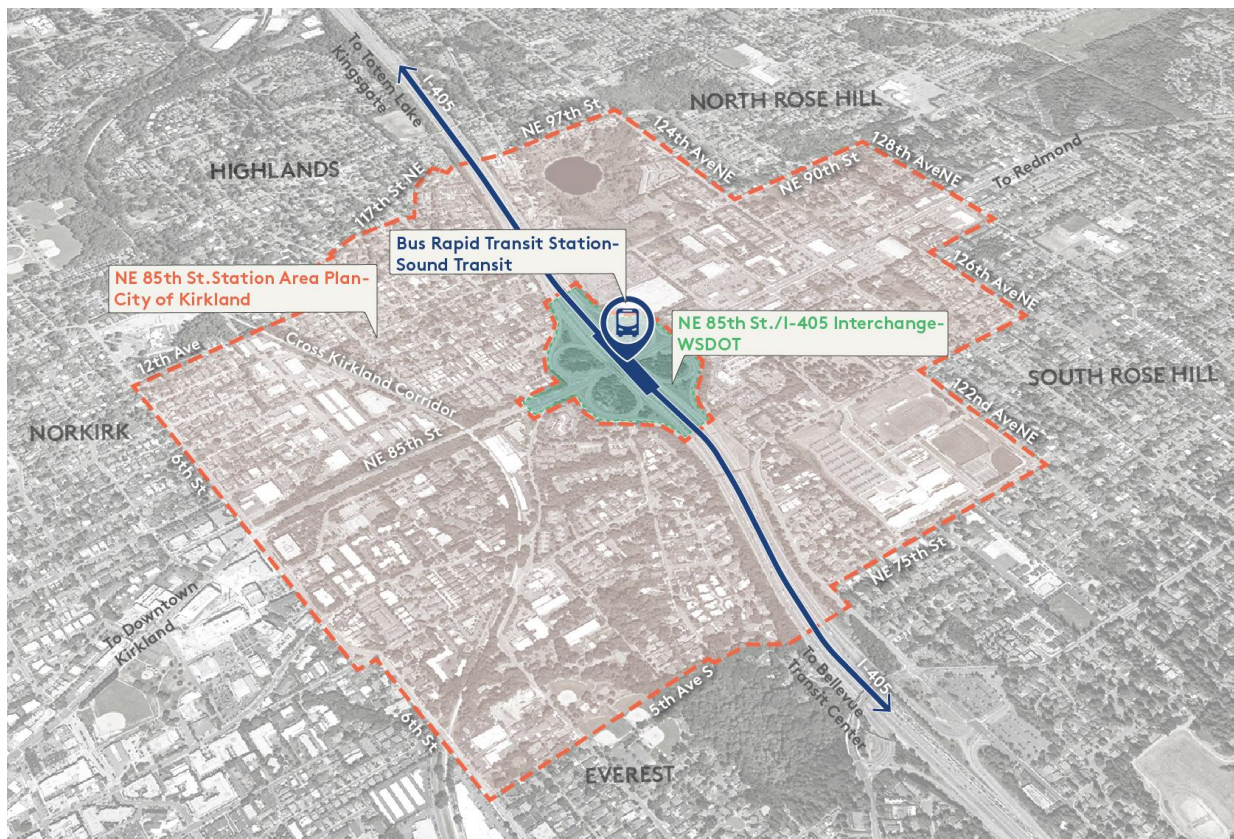


Fig 1. Station Area Plan study area

Project Status

This project will result in a Station Area Plan for the study area, a supplement to the 2035 Comprehensive Plan EIS, updates to the Comprehensive Plan, as well as a Form Based Code. Completed phases include Opportunities and Challenges with the publication of the [Opportunities and Challenges Report](#) and supplemental [Market Study](#); and [Initial Concepts](#) shared as part of the scoping period in a June 4th Online Community Workshop. Based on input from the public, Planning Commission, and City Council, the project team developed three Alternatives to analyze in the DSEIS, and a project Objective. The Project Objective is used to assess how well each alternative promotes the City of Kirkland's values and goals for the Station Area Plan area.

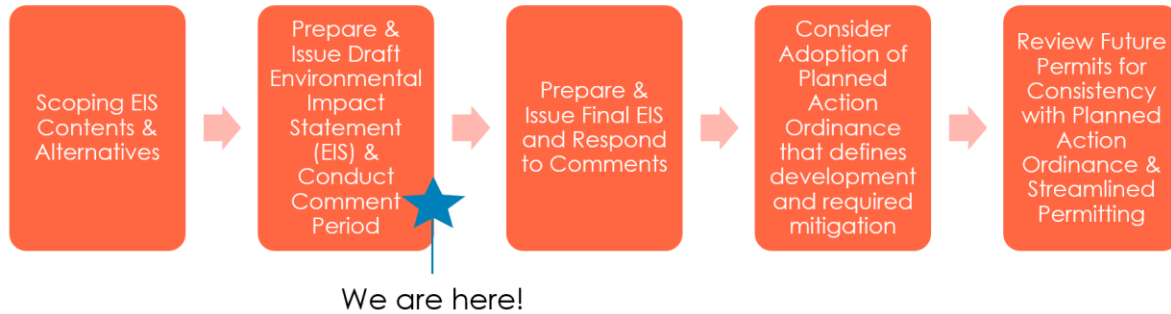
The DSEIS analyzing the three alternatives (a No Action Alternative and two Action Alternatives) was published on January 5, 2021, kicking off the 30-day Comment Period. Based on the input received during the ongoing DSEIS Comment Period, including Planning Commission and City Council meetings, the project team will develop the direction for a preferred alternative, which will be refined into a final preferred alternative with Planning Commission and Council in March, 2021. This final preferred alternative will set the direction for the Draft Station Area Plan.

Additional Information on schedule and key decision points is provided in Attachment 1: Key Decisions Schedule

Figure 2. Engagement Processes



Figure 3. Environmental Review Process



Summary of Outreach and Engagement to Date

As part of the engagement plan, the project team planned a review of engagement to date. The purpose is to evaluate our success in reaching the priority groups identified in the overall Public Participation Plan for this project, and re-adjust strategies as needed. This evaluation allowed the team to further the project's equity goals through seeking to recognize the diversity of perspectives held by Station Area residents and employees are represented in our engagement. The outreach strategies that have been used to inform specific groups about the Station Area Plan are described in the following table.

Group	Outreach Strategy
Station Area Residents	<ul style="list-style-type: none"> • Attendance at neighborhood association/KAN meetings • Postcard mailed to all residents and property owners within study area • One-time emails to Rose Hill, Market, Norkirk, Highlands neighborhood plan update listservs • Distribution of project introduction and poster with project information to multi-family/assisted living communities
Station Area Employees	<ul style="list-style-type: none"> • Outreach to business owners within study area (early 2020 business/employee survey) • Request for major employers (e.g. Google, Costco, etc.) to distribute prepared information to employees
Renters 28% of pop.	<ul style="list-style-type: none"> • Created list of building and property managers. • KCHA and ARCH were asked detailed questions about the best engagement tactics to reach their communities via email.
People with Limited English Proficiency 7% of pop.	<ul style="list-style-type: none"> • Outreach to Chinese Information & Services Center, Sea Mar Community Health Center, and India Association of Western WA. • Gained traction with CISC and they have helped spread the word and helped us strategize about the best way to move forward with Chinese language engagement. As a result of their input, we are offering the community the opportunity to request Chinese meetings.
People of Color 18% of pop.	<ul style="list-style-type: none"> • Distributed outreach information to ethnic groceries/businesses

Youth 26% of pop.	<ul style="list-style-type: none"> • Project assignment at Lake Washington High School (2 Economics classes)
Low income Population 6% of pop.	<ul style="list-style-type: none"> • Advocacy organizations were asked questions about engagement tactics via email. • Ongoing coordination with Sophia's Way, who is interested in distributing materials through their outreach coordinators.
General Public	<ul style="list-style-type: none"> • Several posts in "This Week in Kirkland", and City Facebook, Twitter, Youtube accounts • Community Open House #1 (June 2020- Held on zoom) • Community Open House #2 (January 7, 2020- held on zoom) • Request for transit/bike/pedestrian organizations, unions, service- and faith-based organizations, and community groups to distribute prepared information to members and networks.

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 Alternatives

In Summer 2020, the project team collaborated with Community Members, Planning Commission, City Council and City Staff to develop a consistent Growth Concept for both of the Action Alternatives (Figure 4). Based on these discussions, it was determined that the Alternatives should be distinguished primarily by how much growth would be allowed in each alternative, as well as the physical form of this growth. The locations where major growth is allowed is the same in Alternative 2 and 3. The DSEIS analyzes the potential impacts of these alternatives and of a 'No Action' Alternative, which assumes growth is in line with the 2035 Comprehensive Plan.

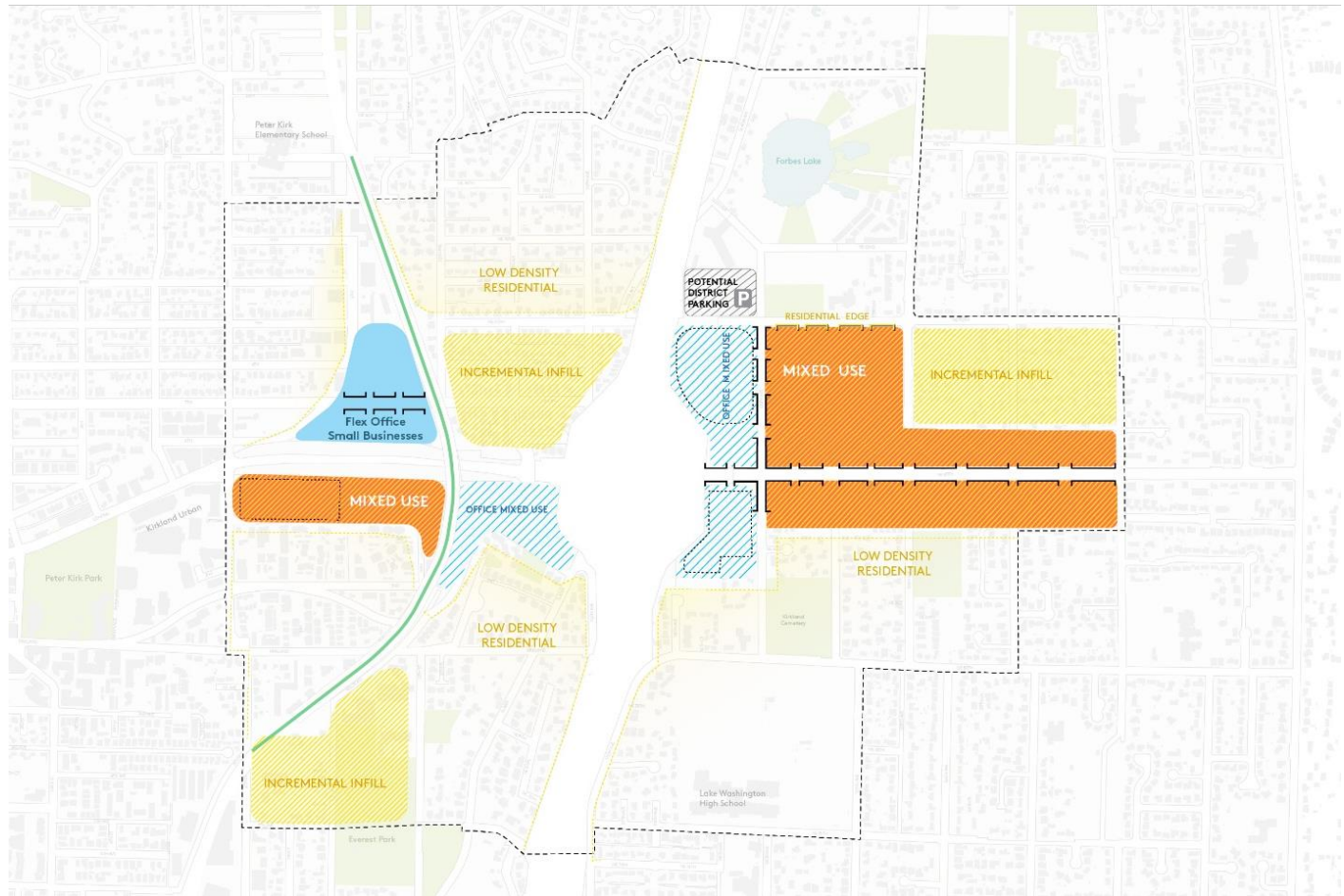
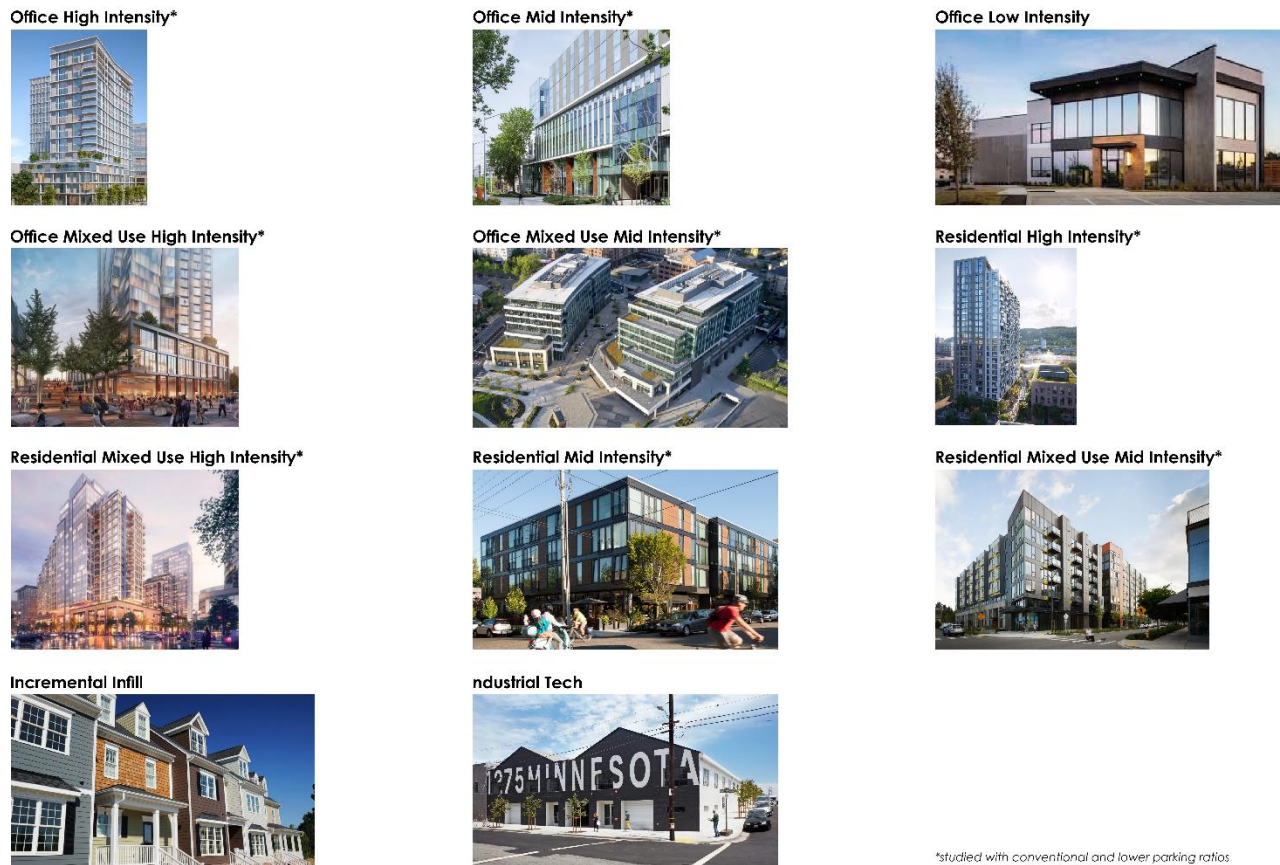


Figure 4. Growth Concept – Action Alternatives

The amount of growth in each alternative was defined using a three-part process. First, the project team built on the findings of the market study to determine what development prototypes would be “Market Feasible”. Second, these development prototypes (Figures 5, 6) were applied to areas of change within the study area, to reflect the initial concepts developed with the community in Summer 2020. This gave an

upper limit to the number of jobs and residential units it would be possible to realize within the Station Area based on the proposed zoning updates. Finally, the top-down growth rates developed in step two were compared against the growth rates of peer geographies to determine what a reasonable growth rate would be to assume for the Kirkland Station Area.

Figure 5. Development Typologies – Action Alternatives



**studied with conventional and lower parking ratios*

Source: Mithun, 2020.

Figure 6. Development Typology Descriptions

Development Type	Description
Office High Intensity	Primarily office/commercial uses consisting of towers and mid-rise buildings.
Office Mid Intensity	Primarily office/commercial uses consisting of mid-rise buildings.
Office Low Intensity	Primarily office/commercial uses consisting of low-rise buildings.

Office Mixed Use High Intensity	Mix of office/commercial and retail uses consisting of towers and mid-rise buildings.
Office Mixed Use Mid Intensity	Mix of office/commercial and retail uses consisting of mid-rise buildings.
Residential High Intensity	Primarily residential uses consisting of towers and mid-rise buildings.
Residential Mid Intensity	Primarily residential uses consisting of mid-rise buildings.
Residential Mixed High Intensity	Mix of residential and retail uses consisting of towers mid-rise buildings.
Residential Mixed Mid Intensity	Mix of residential and retail uses consisting of towers mid-rise buildings.
Incremental Infill (Residential Infill in Alternative 3)	Primarily residential uses consisting of low-rise buildings, including duplexes, triplexes, townhouses, and small apartment buildings
Other Infill per existing zoning	<p>Where applied in conjunction with low density residential zoning infill would be consistent zoning allowances include KZC Chapter 113, Cottage, Carriage and Two/Three-Unit Homes.</p> <p>Where applied with medium density residential could include a variety of detached and attached residential units depending on underlying zone.</p> <p>Where overlying employment zones, there could be office and retail development or light industrial development consistent with underlying zoning.</p>
Industrial/Tech	Non-residential uses compatible with a light industrial/manufacturing district in a walkable, urban setting. Example uses would include light manufacturing, office, and storefront retail.

Note: For the purposes of these development types, low-rise includes structures up to 3 stories, mid-rise includes structures 4-12 stories and high-rise/towers includes structures above 12 stories.

Alternative 1 – No Action

- Maintains existing zoning and aligned with Comprehensive Plan, neighborhood plans, and other plans.
- Includes WSDOT/ST I-405 and NE 85th St Interchange and Stride BRT Station project which integrates with local transit on NE 85th St and minor streetscape improvements associated with planned projects.
- Alternative 1 allows for the least housing and job growth of each alternative. It contributes to the adopted Comprehensive Plan capacity and would contain about 2,782 dwellings and 10,859 jobs, slightly higher than the 2019 estimates of 1,909 dwellings and 4,988 jobs.

Alternative 2– Guiding Mixed Use Growth

- Allows for moderate growth throughout the district, with mixed use residential and office focus up to 10 stories in existing commercial areas like Rose Hill and

limited infill in established areas. Enhance existing transportation plans including additional bike lanes, sidewalks, and minor green street improvements.

- Alternative 2 would provide for 6,600 new dwellings, and 23,700 new jobs. For the year 2044, the anticipated total growth levels would be up to 8,509 households and 28,688 jobs.

Alternative 3– Transit Oriented Hub

- Allows for additional growth throughout the district, with mixed use residential and office focus up to 20 stories in select commercial areas like Rose Hill, and infill in established areas.
- More substantial multi-modal transportation improvements, coordinated district scale environmental strategies, and signature “blue street” streetscape improvements to treat stormwater.
- Alternative 3 would add capacity for 9,000 new housing units and 30,000 jobs, a substantial addition to the city’s capacity. For the year 2044, the anticipated total growth levels would be up to 10,909 households and 34,988 jobs.

Additional information and exhibits describing the Alternatives is provided in Chapter 1 of the DSEIS pg 1-5 to 1-14: Summary of Objectives and Alternatives (see Attachment 3). More detailed description is provided on pg 2-7 to 2-29: Proposal and Alternatives (see [full DSEIS, available on the project webpage](#))

Summary of Impacts and Progress towards Project Objectives

Alternative 1 – No Action

Project Objective	Degree of Consistency
Equity	<ul style="list-style-type: none"> ▪ Unlikely to produce substantial affordable housing. Projected growth of 873 total housing units, implying a maximum of 87 affordable units. (DSEIS pg. 3-42) ▪ Unlikely to improve health equity factors such as access to open space, healthy food, and air quality. ▪ Unlikely to support additional education opportunities (DSEIS pg 3-185) ▪ Unlikely to create new opportunities for community benefits through development
Livability	<ul style="list-style-type: none"> ▪ Likely to maintain current transit, walking, and biking network. ▪ Unlikely to produce Transit Supportive Land-uses: Projected growth does not achieve the PSRC-desired activity units in proximity to the transit investments to meet the Regional Growth Center criterion of 45 activity units per acre. (DSEIS pg. 3-43)

	<ul style="list-style-type: none"> Likely preserves existing retail jobs. Contributes to the adopted Comprehensive Plan capacity and would contain about 10,859 jobs, slightly higher than the 2019 estimates of 4,988 jobs.
Sustainability	<ul style="list-style-type: none"> Unlikely to reduce the district's carbon footprint. Analysis predicts per capita greenhouse gas emissions of 725.5 Metric tons of carbon dioxide equivalent (MTCO_{2e}) over the lifetime of the project, compared to 726 MTCO_{2e} in existing Conditions. (DSEIS Exhibit 1-16)

Alternative 2 – Guiding Mixed Use Growth

Project Objective	Degree of Consistency
Equity	<ul style="list-style-type: none"> Possibly would produce some affordable housing and increase housing diversity. There is more opportunity for inclusionary housing and MFTE affordable units under Alternative 2 compared to the No Action Alternative. Together these could total over 900 under the City's existing regulations and potentially more if additional programs or incentives are implemented as described under Mitigation Measures. (DSEIS pg 3-44) Possible to improve health equity factors including: <ul style="list-style-type: none"> Access to open space: Onsite open spaces and community gathering spaces are proposed with each Action Alternative, and would be included in the Form-Based Code. (DSEIS pg 3-190) Healthy food: The Action Alternatives would promote policies and regulations that could add parks and open space, including public or private pea patches in new developments (DSEIS pg. 2-14) Air quality: Reduces per capita greenhouse gas emissions and proposes office uses adjacent to the I-405 interchange to buffer residential and mixed uses from the freeway, reducing the potential for localized air quality effects on vulnerable populations Possibly would support additional education opportunities. Alternative 2 includes a height increase at the Lake Washington High School, allowing a 45-foot building(s) above the 30-foot height allowed under the No Action Alternative. This could allow additions of on-site space for classrooms. As well, new schools at all grade levels could be allowed in the Office Mid Intensity and Office Mixed Use Mid Intensity designations, with opportunity to add schools in an urban multistory format. (DSEIS pg 186) Possibly would create new opportunities for community benefits through development linkages
Livability	<ul style="list-style-type: none"> Likely to encourage walking and biking: This Alternative includes incremental green streets midblock connections policy in Rose Hill, Enhanced bike/pedestrian lane/new sidewalks) on 120th Ave NE and other key streets. (DSEIS Exhibit 1-14) Likely to produce Transit Supportive Land-uses: Exceeds the level of activity units in proximity to the transit investments and would support the Regional Growth Center criterion. (DSEIS pg 3-44) Likely to create new employment opportunities across office, retail, and other sectors.

Alternative 2 would provide for 23,700 new jobs. For the year 2044, the anticipated total growth levels would be up to 28,688 jobs. (DSEIS pg 1-15)

- Sustainability**
- Likely to somewhat lower the district's carbon footprint. Analysis predicts per capita greenhouse gas emissions of 460 Metric tons of carbon dioxide equivalent (MTCO₂e) over the lifetime of the project, compared to 726 MTCO₂e in existing Conditions. (DSEIS Exhibit 1-16)

Alternative 3– Transit Oriented Hub

Project Objective	Degree of Consistency
Equity	<ul style="list-style-type: none"> ▪ Likely to produce significant affordable housing and increase housing diversity. This alternative could achieve more than 1,200 affordable units and potentially more if additional programs or incentives are implemented as described under Mitigation Measures. (DSEIS pg 3-44) ▪ Likely to improve health equity factors including: <ul style="list-style-type: none"> ▫ Access to open space: Onsite open spaces and community gathering spaces are proposed with each Action Alternative in the Form-Based Code. The higher level of development proposed in Alternative 3 would also result in the collection of more park impact fees (DSEIS pg 3-190, 3-191) ▫ Healthy food: The Action Alternatives would promote policies and regulations that could add parks and open space, including public or private pea patches in new developments (DSEIS pg. 2-14) ▫ Air quality: Reduces per capita greenhouse gas emissions and proposes office uses adjacent to the I-405 interchange to buffer residential and mixed uses from the freeway, reducing the potential for localized air quality effects on vulnerable populations ▪ Likely to support additional education opportunities through the collection of school impact fees, raising heights at the Lake Washington High School to allow additional school capacity in the future, and exploring opportunities to incorporate space for schools into new development (DSEIS pg 3-190, 3-192) ▪ Likely to create new opportunities for community benefits through development linkages
Livability	<ul style="list-style-type: none"> ▪ Likely to encourage walking and biking. Required green streets midblock connections policy in in Rose Hill, substantial bike/ped improvements (cycle track network, retail supportive streetscape) on 120th Ave NE and other key streets. Green streets include both non-vehicular and vehicular streets that provide public access through large sites. (DSEIS Exhibit 1-15) ▪ Extremely likely to produce Transit Supportive Land-uses: Action Alternative 3 exceeds the level of activity units in proximity to the transit investments to meet the Regional Growth Center criterion for the Study Area when only a portion of the proposed Center is considered. (DSEIS pg 3-44) ▪ Likely to create new employment opportunities across office, retail, and other sectors. Adds 30,000 jobs, a substantial addition to the city's capacity. For the year 2044, the anticipated

total growth levels would be up to 34,988 jobs. (DSEIS pg 1-15)

- Sustainability
- Likely to significantly lower the district's carbon footprint. Analysis predicts per capita greenhouse gas emissions of 410 Metric tons of carbon dioxide equivalent (MTCO₂e) over the lifetime of the project, compared to 726 MTCO₂e in existing Conditions. (DSEIS Exhibit 1-16)
 - District scale environmental strategies maximize environmental performance through green infrastructure and districtwide green building standards/ incentives.

NE 85th Street Station Area Plan

Report on the Public Open House held January 7, 2021

Executive Summary

As part of the DSEIS comment period for the NE 85th Street Station Area Plan which spans January 5th through February 5th, the City of Kirkland held a live, online public open house on January 7, 2021, to introduce the concepts and alternatives studied to improve understanding of the choices being considered. Participation in the zoom meeting was robust, estimated at about 140 participants compared to the previous workshop which had about 80 participants, and typical City in-person open house of about 30-45 participants. Presentation included an overview of the DSEIS process and commenting, a summary of the three Alternatives studied, their alignment with project objectives and evaluation, and next steps toward a Preferred Alternative which will likely be a combination of features from multiple alternatives. Small group discussion followed the presentation. Common themes and priorities from these discussions included desire for open space, bike, and pedestrian connections; strong support for better transit and mobility connections with the new BRT and potential Houghton P&R connections; importance of more affordable housing opportunities; desire to focus density around transit and concerns about transitions between higher density areas and adjacent neighborhoods; questions around the balance of jobs/housing as well as balance of new development and required infrastructure and services; and concerns and questions about traffic impacts. After group discussion, Q&A lasted for about 15 minutes, which primarily revolved around questions related to process and participation. The meeting ended with a summary on how and where to comment, ask questions, how to participate in the survey, and a reminder to submit comments by February 5th at 5 p.m. by postal or electronic mail.

Meeting Purpose

The City of Kirkland held a live, online public open house to introduce the community to the Draft Supplemental Environmental Impact Statement (DSEIS) for the NE 85th Street Station Area Plan. The comment period of the DSEIS opened on January 5th and will close on February 5th to provide an opportunity for all interested parties to submit comments on three draft alternatives for the plan. Given the technical nature of the DSEIS document, the City held a meeting early in the comment period to introduce the concepts and alternatives studied to improve understanding of the choices being considered. A recording of the open house and the presentation slide deck will be available on the City's website for people who were unable to attend. This allows anyone interested in the plan access to this information and benefit from the summary and explanatory information.

Participation

There was robust participation in the meeting, estimated at about 140 participants. Outreach to notify the community about the engagement period and the public meeting began in December 2020. The meeting was conducted over zoom, and there were 122 zoom accounts that participated in the meeting.¹ However the number of participants was higher, as several accounts included multiple participants.



Meeting Agenda

The meeting began with a presentation by City staff and the project team. Adam Weinstein, Director of Planning, gave an overview of the project and its purpose. Becca Book of Mithun introduced participants to meeting protocols, including tips on effectively using the zoom platform and meeting ground rules and the overall planning process. Lisa Grueter of BERK Consulting explained the overall process for the DSEIS and how to submit comments. Brad Barnett of Mithun summarized the three alternatives that were studied, highlighting areas of similarity and contrast. Erin Ishizaki of Mithun presented an evaluation of the alternatives and their consistency with overall project and community goals.

At the conclusion of the presentation, participants joined small group discussions for about 30-40 minutes in virtual breakout rooms. Facilitators, which included City staff and consultant team members, supported these discussions and took live notes using the Miro platform. The Miro platform was set up to provide visuals and other support materials, as would be available to participants in a traditional open-house setting. Facilitators took notes on participant comments using virtual “sticky-notes.” A sample tableau of the materials available in each virtual breakout room is shown in the following image:

¹ City of Kirkland representatives and members of the consulting team were not included in this number.

Discussion Group Questions	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses	Discussion Group Responses
1. Introduce yourself, what makes your community special? What would you like to preserve for future generations?									
2. How do you envision this neighborhood in 20 years? Which elements of the alternatives shared today align with this vision?									
3. Which elements from the alternatives measures best achieve the project goal of creating an equitable, livable, and sustainable Kirkland? Which do not?									
4. Out of these Future Community Characteristics, which are your top 3?									
5. Which, if any, of the mitigation measures described would you like to see incorporated in the preferred alternative?									

SIGN IN SHEET:

- Allison Zike, City of Kirkland
- Genick
- Cory
- Mark
- Ryan
- Jann
- Michelle
- Scott

Misc. Questions/Comments
Allison, 16 hours ago

Community Characteristics:

- Creating and preserving public open space
- Ease and safety of travel by walking, biking, and transit
- Ease of travel in private vehicles
- Limited building heights and densities
- More affordable housing
- More jobs in Kirkland
- More green buildings and features
- Preservation of neighborhood character
- Support for local businesses, existing and new
- The ability for people from all walks of life to live in Kirkland

Example Mitigation Measures

Element	Proposed Measure Highlights
Housing/Land Use / Aesthetics	<ol style="list-style-type: none"> Require more affordable housing units beyond 10% existing inclusionary housing regulations Provide new incentives to developers to develop more affordable housing Allow developers to pay an in-lieu fee if fewer affordable units are constructed than planned Participate in regional efforts to leverage funding Design standards for compatible development and transitions to existing neighborhoods Focus on higher buildings near the interchange, with lower height buildings to transition into the surrounding neighborhoods
Environment	<ol style="list-style-type: none"> Create vegetated buffers between heavily trafficked areas and residential development to help improve air quality, preserve or restore natural resources, and reduce noise Offer incentives or requirements for green building to improve air quality and stormwater
Transportation	<ol style="list-style-type: none"> Add capital improvements to roads to accommodate cars (e.g. add travel lanes, turn lanes, signals) Improve transit and pedestrian networks Incentivize transit and ride sharing Alter parking standards such as altered parking ratios, managed on-street parking Change the end use mix to better use existing and planned infrastructure Alter policies to balance available infrastructure capacity, funding, and availability of other modes of travel.

Alternative Summary

Alternative	Description	Development Typologies	Development Typology Map	Maximum Allowable Building Heights	Mobility
Alternative 1: No Action	Reflects existing zoning and current plans. It makes no planning changes to accommodate projected growth.				
Alternative 2: Guiding Transit Oriented Growth	Allows moderate growth around transit, primarily focused on existing commercial areas such as Rose Hill.				
Alternative 3: Transit Oriented Hub	Allows most growth to support transit-oriented development, primarily focused on existing commercial areas such as Rose Hill.				

After participants introduced themselves in their small groups, facilitators led discussion of five questions:

- What makes your community special? What would you like to preserve for future generations?
- How do you envision this neighborhood in 20 years? Which elements of the alternatives shared today align with this vision?
- Which elements from the alternatives measures best achieve the project goal of creating an equitable, livable, and sustainable Kirkland? Which do not?
- Out of the Future Community Characteristics, which are your top 3?
- Which, if any, of the mitigation measures described would you like to see incorporated in the preferred alternative?

At the conclusion of the discussion groups, participants were asked to submit their three top ideas for the NE 85th Street Station Area plan. This generated the following word cloud on the following page.²

² Although instructed to provide three single-word answers (or to hyphenate a phrase to create a compound word such as "Alternative-3," some participants submitted a string of text, resulting in high amount of visual static in the word cloud.

- Lower growth seems appropriate for the west side of the interchange and higher growth seems appropriate for the east side of the interchange.
- Desire to balance growth with mobility, infrastructure and service needs. Moderate growth is a compromise.
- Form of growth and density should provide quality of life with open spaces and views.
- Strong desire to keep housing away from I-405 due to noise and air quality.

Land Use and Zoning

- It's worthwhile to plan for better utilization of this area.
- New development is concentrated in the west, but few improvements are identified for the east.
- Center density around the transportation hub. Good TOD development will reduce traffic impacts.
- What makes this area a destination? Ensure it is a destination for the region.
- Support single-family neighborhoods.
- Create child-friendly neighborhoods where housing has play areas and parks that are easy to walk to.
- Ensure views are preserved.
- High rises support more population vertically and prevent sprawl.
- Integrate density with transit opportunities to get rid of auto-dependence.
- Add mixed use to existing commercial areas.
- Use townhouses to achieve medium densities.
- Could the light industrial areas near the Cross-Kirkland-Corridor be changed to residential?
- Ensure that there are amenities and parks to make densities and smaller living spaces livable – integrate green spaces with new development.
- Form based zoning is a good approach.
- Require sustainable development, LEED.
- This area needs to be optimized for people.
- Do not place housing near the highway.
- Zone to leverage investment in transit.
- Ensure the integration of public art.
- Create a unified design theme and public gateways.
- Focus on infill housing instead of large complexes.

Housing

- Importance of preserving affordability in the community- both market rate and subsidized.

- Increase the diversity of housing in this area: missing middle, mixed use, etc.
- What are the effects of bringing low income housing into this area on existing homes?
- Will new housing displace existing residents by raising taxes?
- 10% provision does not create enough affordable housing. Hold developers to more.
- Housing needs daycares and other amenities like play areas, open spaces, and access to parks.

Transportation and Parking

- Traffic is already a concern in the 85th street corridor and adding new growth will make it worse.
- Consider diverting traffic to 87th and put the crossing with 114th there.
- Making biking feasible. Is there adequate ROW space to support safe biking? Particularly in neighborhoods?
- Making walking feasible. Add greenspaces for safety and widen sidewalks. More midblock pedestrian connections.
- Connect to the Cross Kirkland Corridor.
- Google expansion will affect residential streets.
- Green street should be at: 120th, near the high school, near the women and children's center
- More people and less parking will not work in this area.
- How will construction impacts to 85th be mitigated during development?
- Address the dead end streets near Costco.
- Connect Houghton P&R to this area via bus connections and walking / biking trails.
- Is 80th street wide enough?
- Need to move people up/down hill on 85th to connect downtown to the station.
- Buses get stuck in traffic too – need dedicated transit lanes.
- BRT is not as impactful on transportation habits as light rail.
- Address pass through and cut through traffic.

Environment and Open Space

- Preserving wetlands and the ecosystem is a priority.
- More open spaces are needed in these alternatives – and more access to nature.
- Restore native plants to this area.
- Address the increase in noise.
- Preserve and add tree canopy.
- Address climate change.
- Desire for open space, bike, and pedestrian connections

- Ensure that there are amenities and parks to make densities and smaller living spaces livable – integrate green spaces with new development.
- Create child-friendly neighborhoods where housing has play areas and parks that are easy to walk to.

Economic Development and Employment

- A full range of employment is needed. Are the jobs anticipated to be service jobs? Office jobs?
- Does this area need 30,000 jobs?
- It's important to plan for new jobs from Google and other major employers in this area.
- Is the jobs-housing balance right? Are there enough jobs to support the proposed housing?
- Reduce commercial development in this area in favor of greening the area.
- Costco doesn't fit with the plans for this area.

Neighborhoods

- Highland neighborhood should not be connected to 405 in the future.
- Neighborhoods should not be pressured to change.

Services and Infrastructure

- How will needed capital investments be supported?
- What are impacts on schools?
- What will be the impact on crime?

Overall process concerns and questions

- The process should include significant outreach efforts and follow the established outreach plan.
- Questions regarding what outreach was conducted especially postcards and mailers
- Project team should update public on progress toward outreach plan
- Questions about when public can comment and how that relates to decision making
- New website is not user friendly and previous plans and EIS documents need to be added back.
- Better coordination with Sound Transit.



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager
From: Chelsea Zibolsky, Special Projects Coordinator
Date: January 7, 2021
Subject: Day of Racial Healing Proclamation

RECOMMENDATION:

That the Mayor proclaim January 19, 2021 as the Day of Racial Healing in the City of Kirkland.

BACKGROUND DISCUSSION:

The National Day of Racial Healing was established on January 17, 2017 by the W.K. Kellogg Foundation and is observed every year on the Tuesday following Martin Luther King, Jr. Day. It is a time for communities to come together and take collaborative action on how to heal from the impacts of racism.

The annual observance is hosted by the W.K. Kellogg Foundation and was created with and builds on the work and learnings of the Truth, Racial Healing & Transformation community partners. Fundamental to this day is a clear understanding that racial healing is at the core of racial equity. It is an opportunity to bring all people together in their common humanity and to inspire collective action to create a more just and equitable world.

The tragic killing of George Floyd by a Minneapolis police officer in May of 2020, and the subsequent marches and protests for social justice of the past year, were important reminders of racism and inequality that persist in society. On August 4, 2020, the City of Kirkland passed legislation (R-5434) affirming that Black lives matter and that Kirkland will create a community where Black people feel safe and respected. The City committed to centering Black experiences in the community engagement process called for in R-5434 and strives to create authentic spaces for people to share their lived experiences and inform the City's work of dismantling institutional and structural racism within Kirkland.

By proclaiming January 19, 2021, the Day of Racial Healing, all Kirkland residents are encouraged to share in collaborative community discussion on how to heal from the impacts of racism. The City is sponsoring a series of Kirkland Talks community dialogue events about racism throughout 2021, the first of which will be held in late February. Information on this

event, as well as future opportunities to engage in community conversations about race, will be posted to the [City's webpage](#)¹ when event information is finalized.

Proposed 2021 Safe, Inclusive, and Welcoming Proclamations Schedule

Informed by the work of the 2019/2020 Welcoming Kirkland Initiative and staff involvement in the Governing for Racial Equity and Inclusion group, staff in the City Manager's Office began drafting a 2020 "Safe, Inclusive, and Welcoming Proclamations" schedule that was intended to be brought to Council for review and approval. Unfortunately, that work was cut short due to the onset of the COVID-19 pandemic in March 2020.

While researching and drafting the proclamation for the Day of Racial Healing, staff took the opportunity to build on the prior work done in 2020 in order to proactively develop a proposed schedule of 2021 proclamations related to the City's efforts at being safe, inclusive, and welcoming for Council's consideration (Attachment B). Attachment B consists of a proposed schedule of such proclamations throughout 2021, including brief background information about each and whether each has been proclaimed in Kirkland in prior years. Staff consulted various sources for inspiration, including the list of Presidential Proclamations and King County Proclamations. This initial schedule is intended to focus on proclamations related to race, ethnicity, and other categories of intersectional identity and is not intended to encompass all potential proclamations related to human services or other programs that contribute to being a safe, inclusive, and welcoming community. Additional proclamations of that nature will be included in a later list under development by staff for Council consideration.

Staff will incorporate Council feedback about the proposed schedule as well as community feedback before returning to the February 2, 2021 Council meeting for Council approval of the 2021 Safe, Inclusive, and Welcoming Proclamations schedule.

¹ <https://www.kirklandwa.gov/Government/City-Managers-Office/Ensuring-the-Safety-and-Respect-of-Black-People>



A Proclamation of the City of Kirkland

Proclaiming January 19, 2021 as "Day of Racial Healing" in Kirkland

WHEREAS, on February 21, 2017 the City Council adopted Resolution R-5240 declaring Kirkland a Safe, Inclusive and Welcoming Community for all people; and

WHEREAS, since adopting R-5240, the City has taken many budgetary and policy actions to make progress towards this goal but recognizes there is still much more to be done to achieve equity, justice, and inclusion for everyone; and

WHEREAS, acknowledgment of past injustices can help bring people together around a shared understanding of the ongoing issue of structural racism in order to heal as a community, and, although not a comprehensive list, the City has identified important examples that highlight the history of interpersonal, institutional, and structural racism in the Pacific Northwest; and

WHEREAS, the present-day City of Kirkland inhabits the traditional land of the Coast Salish First People, the Duwamish (dxʷdəwʔabš), one of several tribal signatories to the Treaty of Point Elliott in 1855, but which is not a federally-acknowledged tribe and which was not alone in being the target of policies and practices by the United States government, its representatives, and the majority of local early settlers to be systematically dispossessed of ancestral homes to make way for white settlers; and

WHEREAS, structural and institutional anti-Black racism was present in the Pacific Northwest, then part of the Oregon Territory, through the adoption of Black exclusion laws in the mid-1800s that prohibited Black people from living in the territory for more than three years and which bore the consequence of 39 lashes, every six months, until they left; and

WHEREAS, approximately 7,390 Americans of Japanese descent from Western Washington and Alaska were forcibly relocated and incarcerated in concentration camps during World War II, an action that was admitted by the U.S. government in 1988 to have been based on "race prejudice, war hysteria, and a failure of political leadership"; and

WHEREAS, at least three Kirkland-area housing subdivisions are known to have been racially restricted through property deed provisions or restrictive covenants put in place between 1930 and 1947, which restricted the right of ownership, occupancy, conveyance and/or rental for "only those of the Caucasian race"; and

WHEREAS, racism and inequality persists in our society today and, since the tragic killing of George Floyd by a police officer on May 25, 2020 in Minneapolis, Minnesota, there have been dozens of protests, marches and rallies in Kirkland calling for an end to structural racism and for the City of Kirkland to demonstrate that Black Lives Matter; and

WHEREAS, on August 4, 2020, the City of Kirkland passed Resolution R-5434 to ensure the safety and respect of Black people and to create a community that is committed to examining and dismantling interpersonal, institutional and structural racism in Kirkland; and

WHEREAS, the City understands and recognizes that there is a racial divide in our country that we all must work on bridging in order to help heal the wounds created by historical and current racial, ethnic, and religious bias; and

WHEREAS, every person has the capability to make changes within themselves through reflection, learning, and conversations about race that can collectively have a profound effect on our entire society; and

WHEREAS, dedicating ourselves to the principles of truth, racial healing, and transformation can help bring about the necessary shifts in thinking and behavior that will create a community and country where racial biases and structural racism will no longer plague our society; and

WHEREAS, racial healing is a vital and crucial commitment to the health, safety, and economic well-being of all people; and

WHEREAS, the W.K. Kellogg Foundation supports thriving children, working families and equitable communities and helped to create the first National Day of Racial Healing in 2017 to further its work and create collective change;

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland, Washington join the W.K. Kellogg Foundation and other communities across the nation and proclaim the Tuesday following Martin Luther King, Jr Day as the Day of Racial Healing in Kirkland and call upon the people of Kirkland, Washington to promote racial healing and transformation in ways best suited for them individually as a means to work together to ensure a more just and equitable world.

Signed this 19th day of January, 2021

Penny Sweet, Mayor

Proposed Schedule of 2021 Proclamations Supporting a Safe, Inclusive, and Welcoming Community

Date	Acknowledgement	Notes	Current Kirkland Proclamation?
JANUARY			
18 th of January	MLK Jr. Day of Service	The Martin Luther King Jr. holiday on Jan. 18, 2021, is the 26th anniversary of the day of service that celebrates the Civil Rights leader's life and legacy. Observed each year on the third Monday in January as "a day on, not a day off," MLK Day is the only federal holiday designated as a national day of service to encourage all Americans to volunteer to improve their communities. AmeriCorps has been charged to lead this effort for the last quarter century.	Yes
19 th of January	National Acknowledgement of Racial Healing	The National Day of Racial Healing was established on January 17, 2017 by the W.K. Kellogg Foundation and is observed every year on the Tuesday following Martin Luther King, Jr. Day. It is a time for communities to come together and take collaborative action on how to heal from the impacts of racism.	Yes. First Proclamation in 2021.
FEBRUARY			
All Month	Black History Month	Founded in 1926 by Dr. Carter G. Woodson, to encourage the study and preservation of African American history. Black History Month is an important opportunity to acknowledge that Black History is American history, and to honor the accomplishments of influential African Americans.	Yes
MARCH			
All Month	Women's History Month	The first Presidential Proclamation for Women's History Month occurred in 1988. Women's History Month highlights the contributions of women of all races, ethnicities, religious affiliations, and sexual orientations to events in history and contemporary society.	No
APRIL			
TBD	YWCA Stand Against Racism Day	Stand Against Racism Day aims to create safe spaces for hard conversations that compel change. Hoping to build an inclusive, welcoming community through collaboration, education and discussion.	Yes
All Month	Sexual Assault Awareness Month (SAAM)	In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime. The risk is even higher for people of color, refugees, immigrants, LGBTQ and other marginalized community members. SAAM is a time to raise public awareness on this issue.	Yes
All Month	Celebrate Diversity Month	Celebrate Diversity Month honors and celebrates other cultures and populations and encourages residents to	No

		take time to recognize the diversity in their workplace, school, home and communities.	
MAY			
All Month	National Asian American and Pacific Islander Heritage Month	Asian American and Pacific Islander Heritage Month recognizes the contributions and influence of Asian Americans and Pacific Islander Americans to the history, culture, and achievements of the United States.	No
All Month	Older Americans Month	Every May, the Administration for Community Living, part of the United States Department of Health and Human Services, leads our nation's observance of Older Americans Month. The theme for 2021 is "Communities of Strength." Building on this theme, this will focus on the power of connection and engagement in building strong communities for older members of all races, ethnicities, religious affiliations and sexual orientation.	No
JUNE			
All Month	Pride	Lesbian, Gay, Bisexual and Transgender Pride Month (LGBT Pride Month) is celebrated annually in June to honor the 1969 Stonewall riots, and works to achieve equal justice and equal opportunity for lesbian, gay, bisexual, transgender, and questioning (LGBTQ) Americans. Staff recommend expanding the related acronym to LGBTQIA+ to be as inclusive as possible.	Yes
19 th of June	Juneteenth	Juneteenth celebrates the emancipation of those who had been enslaved in the United States.	Yes
26 th of July	Americans with Disabilities Act Signed "Disability Independence Day"	National Disability Independence Day commemorates the signing of the Americans with Disabilities Act (ADA). The ADA was signed into law on July 26, 1990, opening the door and breaking down barriers faced every day by individuals with disabilities of all races, ethnicities, religious affiliations and sexual orientations.	No
AUGUST			
SEPTEMBER			
September 15 through October 15	National Hispanic Heritage Month	National Hispanic Heritage Month recognizes the contributions and influence of Hispanic Americans to the history, culture, and achievements of the United States.	Yes
OCTOBER			
11 th of October	Indigenous Peoples' Day	Indigenous Peoples' Day is a holiday that celebrates and honors Native American peoples and is an official city and state holiday in various localities. As an alternative naming of the U.S. federal holiday of Columbus Day, which honors Italian explorer Christopher Columbus, Indigenous Peoples' Day recognizes that Native people are the first inhabitants of the Americas and commemorates their histories and cultures.	No

NOVEMBER			
20 th of November	Transgender Day of Remembrance (TDOR)	TDOR is an annual observance on November 20 that honors the memory of the transgender people whose lives were lost in acts of anti-transgender violence. It is a day to hold vigil for those lost and advocate for transgender rights.	No
27 th of November	Native American Heritage Day	In 2009 President Barack Obama signs “The Native American Heritage Day Resolution,” making the Friday immediately following the fourth Thursday in November as Native American Heritage Day. Staff recommend adopting this proclamation in accordance with <u>RCW 1.16.050</u> which states, “the Friday immediately following the fourth Thursday in November, to be known as Native American Heritage Day.”	No
DECEMBER			
10 th of December Or All Month	International Human Rights Day Or Universal Human Rights Month	Human Rights Day on December 10 remembers the day the General Assembly of the UN adopted and proclaimed the Universal Declaration of Human Rights in 1948. It is the most translated document around the world and is available in over 500 languages. It has inspired countries and people alike to start treating every person with the right to life, liberty, property, and the pursuit of happiness. This month is a reminder that the United Nations General Assembly codified the basic human rights of every person. It’s also a time to reflect on the way we treat others, and to do what we can in the fight for equality.	No



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Chief of Police
Darcey Eilers, Assistant City Attorney

Date: January 7, 2021

Subject: REGIONAL INDEPENDENT FORCE INVESTIGATION TEAM AND NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES SELECTION PROCESS

RECOMMENDATION:

The City Council receives a briefing on the Law Enforcement Training and Community Safety Act (LETCSA) and an anticipated regional Independent Force Investigation Team (IFIT), that will include Non-Law Enforcement Community Representatives.

BACKGROUND DISCUSSION:

The Kirkland Police Department has always recognized the gravity of an officer-involved shooting as a serious use of force incident and the importance of utilizing an outside agency to conduct the investigation into a critical incident of this nature in order to maintain independence and objectivity. Historically, the Department has utilized outside agencies to investigate officer-involved shootings and was previously an active participant in a multi-agency team that was titled "KCIRT" (King County Incident Response Team) through an interlocal agreement, approved by the City Council in 2013. Unfortunately, due to labor issues unrelated to Kirkland, KCIRT dissolved in 2015. Kirkland still utilized outside agencies for investigations even after KCIRT was dissolved.

In November 2018, Initiative-940 was passed by Washington State voters, and, in 2019, the Washington Legislature amended portions of I-940 through SHB 1064, with both now referred to together as the Law Enforcement Training and Community Safety Act (LETSCA). Through stakeholder input, the Washington State Criminal Justice Training Commission (WSCJTC) was tasked with creating and adopting rules for new training requirements for police officers (chapter 139-12 WAC) and rules for Independent Investigative Teams to conduct investigations into officer-involved uses of deadly force (chapter 139-11 WAC). An independent investigation team is created when multiple law enforcement agencies enter into a written agreement to investigate police use of deadly force incidents in their geographical regions.

The Kirkland Police Department is currently collaborating with the following agencies to create a north King County IFIT:

- King County Sheriff's Office
- Bellevue PD
- Redmond PD
- Lake Forest Park PD
- Medina PD
- University of Washington PD
- Washington State Patrol Bellevue Detachment
- Issaquah PD
- Mercer Island PD
- Clyde Hill PD
- Snoqualmie/North Bend PD
- Duvall PD

The IFIT-KC will be formed through an Interlocal Agreement (**Attachment A - DRAFT**) between the agencies, with policies, procedures and team members that would meet LETCSA requirements.

After January 5, 2020, chapter 139-12 of the Washington Administrative Code applies to the investigation of all officer-involved uses of deadly force incidents that result in death, substantial bodily harm or great bodily harm. To summarize the requirements of the state regulations:

- An IFIT is made up of qualified and certified peace officer investigators, crime scene and evidence specialists, and at least two non-law enforcement community representatives, operating completely independent of the involved agency (meaning the agency whose officers were involved in the use of force).
- The IFIT investigation is a criminal investigation into the involved officer(s) actions, separate from a Department administrative investigation into policy or procedure violations.
- Certified IFIT investigators must be able to prove they have attended applicable training and have the appropriate investigative experience.
- The IFIT Commander, public information officer or another member of the IFIT will provide public updates about the investigation at a minimum of once per week.
- The IFIT will provide a family liaison to keep the family of the person against whom deadly force has been used apprised of all significant developments in the independent investigation.
- The Department can assist in securing the scene of a critical incident but may not participate in the investigation.

Team members must be experienced Detectives who have demonstrated a history of honorable behavior and have received specialized training in the investigation of fatal or otherwise serious injury incidents to include, but not limited to, officer-involved shootings, basic homicide investigation, LETSCA de-escalation, and mental health training. To be assigned to the IFIT, the Detectives must receive WSCJTC approval.

For IFIT-KC, the Chief of Police will be a member of the executive board of directors, with voting authority over any changes to policy, procedure or protocol. There is little financial impact to the department as there is no independent IFIT budget or other such startup costs. Instead, each agency is responsible for all costs of its own participation, including compensation and benefits for their employee(s) assigned to IFIT-KC. The IFIT will have a command structure similar to other multi-agency endeavors to include a commander, assistant-commander and a number of supervisors who will be responsible for directing participating detectives. The Department has identified two Kirkland Detectives with the necessary skills needed to

participate as investigators and has already submitted their applications and resumes to WSCJTC for approval. If a critical incident occurred in Kirkland, the investigation would occur completely independent of the Department and these Kirkland Detectives would not be utilized in, or informed about, the ongoing investigation.

LETSCA provides for the inclusion of Non-Law Enforcement Community Representatives in the IFIT, who are a vital link to the IFIT, the community and specific investigations. To select these community representatives, each IFIT member Chief or Sheriff will solicit names from their communities and create a roster of individuals willing to fill this capacity with the goal of appointing a minimum of two Non-Law Enforcement Community Representatives during each investigation. In summary, the following is a list of responsibilities associated with this role:

- Participates directly in vetting, interviewing and/or selection of IFIT investigators.
- Reviews all press releases and communication to the media prior to release.
- Reviews all Investigator conflict of interest statements.
- Present at briefings by the IFIT to the involved agency.
- Signs a binding confidentiality agreement at the beginning of each police use of deadly force investigation.
- Has access to the investigative file, when it is completed.
- Reviews any necessary use of force equipment by the involved agency
- Must meet criminal background check standards

Similar to the process being conducted in neighboring agencies, the Department will be soliciting eligible applicants who are a current resident, business owner, non-profit director/manager or faith-based leader within the City of Kirkland. While the requirement is to have a minimum of two members from each participating agency, the Department's goal is to select up to ten volunteers to ensure a diverse background of community member participants.

In the event of an incident in Kirkland, the IFIT unit commander will activate a pre-determined number of community representatives to participate in the specific IFIT investigation. The IFIT-KC protocols require that the IFIT unit commander prioritize utilizing community representatives from the jurisdiction where the incident occurred.

The Department will bring the IFIT-KC interlocal agreement to Council for consideration at a Council meeting in the near future. The final ILA will include completed protocols, but the protocols have not been included here with the attached ILA draft as they are currently being finalized between the participating agencies.

Attachments: Attachment A – IFIT KC ILA Draft

INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, and King County (collectively referred hereinafter as the "Parties") to provide law enforcement mutual aid and mobilization between the Parties.

The "member agencies" of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department.

I. RECITALS.

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011, requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

II. AGREEMENT

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).

2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.

3. **ADMINISTRATION.**

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”), a current copy is attached hereto as **Attachment A**.

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:

- a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW [9A.16.040](#) and satisfied other applicable laws and policies.
- b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
- c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
- d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.

- e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer's employing agency pursuant to that agency's policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

III. GENERAL PROVISIONS

1. INDEMNITY AND HOLD HARMLESS.

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.
2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement, independent investigative services for law enforcement-involved deadly uses of force, and constitutes the entire contract between the Parties.
4. **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and shall be effective for one (1) year, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

KING COUNTY SHERIFF'S OFFICE

INSERT LINES FOR OTHER AGENCIES

Mitzi Johanknecht
King County Sheriff

XXXXXXXXXX

DRAFT



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

Date: January 11, 2021

Subject: King County Library System Regional Manager

RECOMMENDATION:

Council receives an introduction to the new King County Library System (KCLS) Regional Manager Denise Bugallo and staff.

BACKGROUND DISCUSSION:

Denise Bugallo became the KCLS Regional Manager for the Glacier Region (Carnation, Duvall, Kingsgate, Kirkland, Skykomish, Woodinville) in December 2020, and has been a Regional Manager with KCLS since 2004. As part of her KCLS role, she serves as liaison to local Library Advisory Boards. Ms. Bugallo, who has been a resident of Woodinville for 16 years, also serves on the North Urban Human Services Alliance Board as Treasurer with a focus on Homelessness and Affordable Housing issues in North King County.

Other staff new to the Kirkland Libraries are Operations Manager Jacque Highfill (since October 2020) who has been with KCLS since 2007 and has previously served as Assistant Operations Manager at Kirkland, and Arsen Avetian, Assistant Operations Manager (since December 2020) who has been with KCLS for 18 years, and who previously served at the Bellevue Library.

The Kirkland Libraries have been providing contactless (curbside) services since August. This includes holds, surprise bags, and now, remote printing.

Kirkland has also recently expanded book return service hours to 24/7, and boosted wi-fi access to most KCLS buildings (extending up to 200 feet outside of the buildings) benefitting community members needing free wireless access.



KIRKLAND CITY COUNCIL MEETING MINUTES
January 05, 2021

1. CALL TO ORDER

Due to technical difficulties experienced by Mayor Penny Sweet resulting in a delay in her participation, Deputy Mayor Jay Arnold called the study session to order at 5:40 p.m. Mayor Penny Sweet called the regular meeting to order at 7:30 p.m.

2. ROLL CALL

ROLL CALL:

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

Members Absent: None.

3. STUDY SESSION

a. Kirkland Municipal Court Update

Kirkland Municipal Court Judge John Olson presented an overview of the structure of the Kirkland Municipal Court, discussion of the impacts of the pandemic on operations, and provided information on the upcoming implementation of a Community Court. Joining Judge Olson were Community Court Coordinator Marilyn Littlejohn, Stewart MacNichols Harmell, Inc. PS Partner Jeff MacNichols, and Moberly & Roberts, PLLC Partner Sarah Roberts

Council recessed for a short break prior to the regular meeting.

4. HONORS AND PROCLAMATIONS

a. Martin Luther King Jr. Day of Service Proclamation

Mayor Sweet asked Councilmember Nixon to read the proclamation designating January 18, 2021 as Martin Luther King, Jr. Day of Service in the City of Kirkland.

5. COMMUNICATIONS

a. Announcements

b. Items from the Audience

None.

c. Petitions

6. PUBLIC HEARINGS

None.

7. SPECIAL PRESENTATIONS

a. COVID-19 Update

City Manager Kurt Triplett provided information on recent actions related to the COVID-19 response.

b. Resolution R-5434 Early Action Review

Assistant City Manager James Lopez provided a briefing on early actions conducted in 2020 to implement Resolution R-5434.

8. CONSENT CALENDAR

a. Approval of Minutes

December 8, 2020

b. Audit of Accounts

Payroll: \$ 4,138,579.71
Bills: \$11,065,723.91
S1208A Wire #249
S1209A Checks #716484-716628
S1209B Wire #250
G1210A Check #746629
S1216A Checks #716630-716781
S1216B Check #716782
S1216C Wire #251
S1123A Checks #716783-716931
S1123B Wire #255
TB1228 Wire #253
TB1228 Wire #254
S1229A Checks #716932-717079
HS1229 Checks #717080-717092
H1230A Wire #256
PCard

c. General Correspondence

d. Claims

(1) Claims for Damage

Claims received from John and Nancy Ballard, Gardenia Banks, Richard and Patricia LaVoice, and Joan S. Miller.

e. Award of Bids

(1) Fire Station 27 Roofing Project

Council awarded a construction contract for the Fire Station 27 Roofing Project to Commercial Industrial Roofing of Lynwood, WA in the amount of \$302,444.70 and approved a fiscal note to fully fund the project.

f. Acceptance of Public Improvements and Establishing Lien Period

(1) CKC Storm Water Drainage Headwall Repair

Council accepted the work on the on the CKC Surface water Drainage Headwall Repair (Project), as constructed by Dungeness Construction Company, of Langley, Washington, thereby establishing the statutory lien period, and approved returning \$2,036.26 to the Surface water Reserve.

(2) NE 141st Street/111th Avenue NE Culvert Replacement

Council accepted work on the NE 141ST Street/111th Avenue NE Culvert Replacement (Project), as performed by Dungeness Construction Company of Langley, Washington, in the amount of \$822,732.70, thereby establishing the statutory lien period, and approved returning \$420,960.00 to the Surface Water Reserve.

g. Approval of Agreements

h. Other Items of Business

(1) Major Development Projects List

Council acknowledged the list via approval of the consent calendar.

(2) October 2020 Financial Dashboard Report

Council acknowledged the report via approval of the consent calendar.

(3) November 2020 Sales Tax Report

Council acknowledged the report via approval of the consent calendar.

(4) Procurement Report

Council acknowledged the report via approval of the consent calendar.

Motion to Approve the consent calendar.

Moved by Councilmember Jon Pascal, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

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

9. BUSINESS

a. Draft Council Retreat Agenda

City Manager Kurt Triplett reviewed the preliminary retreat topics for the February 5 City Council retreat and received Council feedback.

b. Rental Assistance Policy Options

City Manager Kurt Triplett and City Attorney Kevin Raymond provided a briefing of the rental assistance policy options available to the City during the COVID-19 pandemic.

Council recessed for a brief break

10. REPORTS

a. City Council Regional and Committee Reports

Councilmembers shared information regarding the Legislative work group including proposed legislation to ban concealed weapons at public demonstrations; the Sound Cities Association North Caucus meeting; the Kirkland Cultural Arts Commission meeting; the Eastside Human Services Forum annual member meeting; an Eastside Human Services Forum Board meeting; the I-CERV Winter Toy Drive; the Shop Local Kirkland In-Car Dining campaign; the upcoming NE 85th Station Area Plan open house event; an upcoming Sound Cities Association Racial Equity and Justice Series event; a Sound Cities Association and Public Health - Seattle & King County call about COVID-19; an upcoming Sound Cities Association Public Issues Committee meeting; and the upcoming East King Chambers Coalition Legislative Breakfast.

b. City Manager Reports

(1) Calendar Update

City Manager Kurt Triplett confirmed that there will be a special Council meeting on Monday, January 11th for a communications training prior to the Council Retreat. Mayor Sweet requested that a half an hour be added to that agenda for an Executive Session.

11. ITEMS FROM THE AUDIENCE

None.

12. EXECUTIVE SESSION

None.

13. ADJOURNMENT

The Kirkland City Council meeting of January 5, 2021 was adjourned at 10:19 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: January 19, 2021
Subject: CLAIM(S) FOR DAMAGES

RECOMMENDATION

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

POLICY IMPLICATIONS

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

BACKGROUND DISCUSSION

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

- (1) Jennifer Johnsen Cameron
12962 64th Avenue NE
Kirkland, WA 98033

Amount: TBD

Nature of Claim: Claimant states damage occurred to their residential fence/pole and believe it may have been resulted from being struck by a Public Works vehicle, as they were conducting a road repair project in front of their home during the presumed time frame.

- (2) David Kulusich
10641 NE 120th Street
Kirkland, WA 98034

Amount: \$2,508.29

Nature of Claim: Claimant states damages occurred to portions of their residential floor coverings resulting from overflow of an unspecified drainage system.

- (3) Alexander Schrepfer
1932 1st Street
Kirkland, WA 98033

Amount: \$550

Nature of Claim: Claimant states damages occurred to their residential fence when Kirkland Police broke it to provide property access for the K-9 unit in pursuit of a suspect.

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

**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: January 7, 2021

Subject: RESOLUTION AUTHORIZING EXECUTION OF SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing and directing the City Manager to execute the Second Amended and Restated Eastside Public Safety Communications Agency (EPSCA) Interlocal Agreement in substantially the form also attached hereto.

BACKGROUND DISCUSSION:

As discussed at a special presentation from Puget Sound Emergency Radio Network (PSERN) staff at the City Council's July 21, 2020 meeting, the region is in the process of replacing its countywide emergency public safety radio network. The current system, known as the King County Emergency Radio Communications System (KCERCS), combined separate systems which had been operated by King County, the City of Seattle, EPSCA and Valley Communications Center (ValleyCom), but KCERCS is now 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 nine-year regular property tax levy increase beginning in 2016. Proceeds from the tax levy are being used to support the replacement of KCERCS. Like its predecessor, PSERN will serve nearly 200 separate police, fire, emergency medical and other governmental agencies in the county, including in Kirkland.

EPSCA was created by interlocal agreement in 1992 and consists of the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (EPSCA Cities). The purpose of the 1992 ILA was to provide for the joint operation of the EPSCA emergency communications system that later became part of KCERCS. EPSCA representation within KCERCS is governed by a First Amended and Restated Eastside Public Safety Communications Interlocal Agreement, which was executed in 2013.

PSERN, as the intended successor to KCERCS, was created in 2015 through a memorandum of agreement (MOA) and an initial interlocal agreement providing for the initial implementation of the new PSERN system (Implementation ILA). PSERN consists of twelve parties, including Kirkland. In addition to King County and the City of Seattle, PSERN is made up of (1) the five EPSCA Cities and (2) Auburn, Federal Way, Kent, Renton and Tukwila (ValleyCom Cities).

As of December 4, 2020, all 12 PSERN parties also had approved a second interlocal agreement, this one related to the anticipated ongoing operations of the PSERN system following its final acceptance, which is expected to occur sometime late next year. This second agreement is known as the PSERN Operator ILA.

There will be many benefits to the new PSERN system, full system acceptance of which is anticipated by the end of 2022. 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, the purchase of more than 17,000 new end use radios, and infrastructure support 24 hours per day, seven days per week.

Pursuant to the Implementation ILA, PSERN has been governed by a Joint Board, with one voting representative each from King County, the City of Seattle, the EPSCA Cities and the ValleyCom Cities. The Joint Board will continue until the project is completed under the Operator ILA. However, the new PSERN Agency Board ("PSERN Board") must be created in 2021 to take over operations of the system. The PSERN Board will hire an Executive Director who will then implement PSERN Operations. Both Boards will co-exist in 2021 and possibly 2022. (Kirkland City Manager Kurt Triplett currently serves as the EPSCA representative on the PSERN Joint Board.)

The EPSCA Board has recommended approval of the attached Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement by the legislative bodies of the five EPSCA Cities for execution by their mayors and/or city managers. Action at tonight's meeting will help make it possible for the EPSCA Board to identify its PSERN Board representative for purposes of the PSERN Operator ILA before February 16, 2021, as requested by PSERN staff.

Once the PSERN system is up and running, EPSCA will no longer have any operational responsibilities. A draft successor agreement, not before the Council at this time, anticipates that EPSCA's status as a separate non-profit organization will be dissolved and that its primary remaining function by interlocal agreement will be to continue to designate a PSERN Board representative on behalf of the EPSCA Cities.

cc: Resolution
Draft Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (Redline and clean versions)

SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

VERSION DATED DECEMBER 16, 2019

REVIEWED AND APPROVED BY EPSCA BOARD DECEMBER 12, 2019

This draft is substantively identical to that approved by the Board on 12/12/19; an internal section reference has been corrected and the text in the box below has been updated.

This document is a redline of the current EPSCA ILA. The changes accomplish the joint selection of EPSCA's PSERN Board Representative, as per discussion at the EPSCA Principals September 2019 Summit. The new language appears primarily in new Section 8. A few additional recitals have been added, as well as some new defined terms, all related to this new Section.

A draft form of the "Successor ILA" – to be enacted after the PSERN system is fully accepted and EPSCA has completed the 1-year term during which dissolution activities will take place – will be attached as Exhibit B.

On December 12, 2019, the EPSCA Board reviewed and approved this document and requested it be forwarded to legal counsel for review in preparation to be adopted by each Principal early in 2020, potentially at the same time the PSERN Operations ILA is also approved by each Principal.

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SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, ~~the Principals the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into are parties to~~ an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), ~~originally entered into in 1992, between the Cities of Bellevue, Kirkland, Mercer Island and Redmond and the City of Issaquah joined EPSCA by executing ; with~~ an Addendum to that interlocal agreement in 1993 ~~by which the City of Issaquah joined~~ EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals have, through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) which is part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County (the “Network”); and

WHEREAS, the System and Network improve public safety by making emergency and public safety communications in King County more reliable, increasing the capacity of these systems, allowing different governmental agencies in King County to communicate directly with one another, improving the ability of government agencies to respond in a coordinated manner to a major disaster, and enhancing the safety of front-line emergency response personnel; and

~~WHEREAS, the Principals wish to strengthen and modify the governance and corporate structure of EPSCA and update other provisions of the 1992 Agreement while ensuring EPSCA maintains all its current rights and responsibilities except as modified herein; and~~

WHEREAS, the 1992 Agreement established a joint board operation for EPSCA and provided that the Executive Board of EPSCA could create a nonprofit corporation to accomplish all or any portion of the purposes of the Agency; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System,” that when completed will replace EPSCA’s System; and

WHEREAS, in 2015, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into an “Implementation Period ILA” designating King County as the lead agency for planning, procurement, financing and implementation of the PSERN System under the oversight of a joint board, which includes a representative jointly selected by the Principals; and

WHEREAS, the PSERN member agencies have entered into a second interlocal agreement, the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which provides for the creation of a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the full acceptance of the new PSERN system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals by entering into this Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement confirm their agreement as to how they will jointly exercise their rights and responsibilities under the PSERN Operator ILA;

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION.

The Eastside Public Safety Communications Agency (“EPSCA”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW) and the 1992 Agreement, and as so reorganized EPSCA shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the 1992 Agreement, including but not limited to the responsibility for developing, owning, operating and managing the System on behalf of the Principals.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT.

This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 1992 Agreement which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

a. Agreement. The “Agreement” is this Second Amended And Restated Eastside Public Safety Communications Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

b. 1992 Agreement. The “1992 Agreement” is the Interlocal Agreement Establishing the Eastside Public Safety Communications Agency entered into between the Cities of Bellevue, Redmond, Kirkland and Mercer Island, and including the 1993 Addendum admitting the City of Issaquah as a Principal.

b.c. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.

d. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency.

e. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the EPSCA Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.

f. Executive Director. The “Executive Director” is the chief operating officer for EPSCA appointed by and serving at the pleasure of the Executive Board.

g. Executive Board. The “Executive Board” is the body described in Section 6 and shall be the executive body of EPSCA.

h. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

i. Network. The “Network” is the regional public safety communications network for King County of which the System is a part. The Network is currently based on an 800 MHz frequency platform.

j. Operations Committee. The “Operations Committee” is the advisory body described in Section 7.

k. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.

l. Participating Agencies. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participating Agencies” or “Participants,” and individually referred to as a “Participating Agency” or “Participant.”

m. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington which meets the requirements of Section 14.c and has accepted the terms of and is a party to this Agreement, and has

paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by EPSCA according to such terms and conditions as may be established by the Executive Board.

n. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

i.o. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective [REDACTED], 2020.

p. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

q. PSERN Board. The “PSERN Board” is the four member executive board governing operations of the PSERN Agency.

j-r. Public Safety Interlocal Operation. A public safety interlocal operation includes a joint operation of fire districts and cities for provision of public fire services and Emergency Medical Services (EMS)s entered into and operating pursuant to Chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. and/or a regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

k-s. Radio. A “Radio” is an 800 MHz (or successor technology) radio served by the System.

l-t. Radio Unit Charge. A “Radio Unit Charge” is the cost per Radio charged by EPSCA to all Participating Agencies for services of EPSCA enabling radios owned by Participating Agencies to access and use the System.

m-u. Regional Agreement. The “Regional Agreement” is the Emergency Radio Communication System Interlocal Cooperation Agreement governing the Network operation and allocation of certain regional levy funds, to which EPSCA is a party, entered into in 1993 between EPSCA, King County, Valley Communications Center, the City of Seattle, and the Port of Seattle.

n-v. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Committee, or his/her designated alternate.

o-w. Simple Majority Vote. A “Simple Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

p-x. Subscriber. A “Subscriber” is a general purpose municipal corporation, special district, public school district, public hospital district or other entity formed under the laws of Washington which has agreed to pay EPSCA for Radio maintenance services

or other services as offered at a rate or rates according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between EPSCA and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14.

q-y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds(66%) of all Members of the Executive Board in number; and (2) not less than two-thirds(66%) of the Weighted Vote of all Members of the Executive Board.

r-z. System. The “System” is the public safety radio communication system operating in East King County developed in common by EPSCA and other governmental agencies in King County, including without limitation the base stations and towers for an 800 MHz system and microwave backbone, as the same may be upgraded over time.

s-aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Radios bears to the total number of Radios used by all Principals.

SECTION 4. EPSCA SERVICES. EPSCA has the responsibility and authority for developing, owning, operating, maintaining and managing the System in East King County, as additionally described in Exhibit A and including but not limited to the following more specifically described services:

- a. Developing, owning, operating, maintaining and managing the System.
- b. Ensuring the System is integrated into the Network and coordinating with regional partners with regards to the operation, maintenance and development of the Network.
- c. Ensuring Radios can access the System by developing and deploying the required interfacing technology.

It is expressly contemplated that this scope of services includes the implementation, operation and maintenance of replacement or upgrades of such components of the System as necessary or appropriate to remain integrated with the Network, and excludes the implementation of System capacities or services not necessary or appropriate to remaining integrated with the Network. EPSCA shall also have authority to provide contract services to dispatch centers to maintain dispatch console equipment. Expansion of this scope of services shall require an amendment of this Agreement approved by all the Principals. An expansion of the scope of services is defined as items not within the scope of Section 4 and Exhibit A.

SECTION 5. EPSCA POWERS. Through its Executive Board, EPSCA shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budget expenditures for EPSCA;
- c. Establish policies for expenditures of budget items for EPSCA;
- d. Review and adopt a personnel policy for EPSCA (if applicable);
- e. Review and approve operating and financial policies for EPSCA;

- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the EPSCA;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);
- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 4;
- j. Retain and terminate an Executive Director;
- k. Create committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Principals and new Subscribers and the terms of their participating in EPSCA and receipt of EPSCA services;
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- o. Establish Radio User Charges and other charges for services provided to Participating Agencies or other parties;
- p. Direct and supervise the activities of the Operations Committee, and the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to EPSCA by Participating Agencies;
- t. 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 EPSCA;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in EPSCA's name;
- w. Make and alter bylaws for the administration and regulation of its affairs;
- x. Hold radio frequency licenses to enable EPSCA to operate and maintain the System; and
- y. Any and all other lawful acts necessary to further EPSCA's goals and purposes.

SECTION 6. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. EPSCA shall be governed by an Executive Board composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.e. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Ex Officio Representative. The Chair (or the Vice Chair in his or her absence) of the Operations Committee shall serve as an ex officio, non-voting member of the Executive Board.

c. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from EPSCA. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

d. Powers. The Executive Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 5. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

e. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

f. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

g. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.h or as otherwise specified by Sections 19, 20 and 21 require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.e.

ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of each January 1 based on the number of Radios on the System that are in use by the then current Principals as of April 30 of the preceding year.

h. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval or amendment of EPSCA budget, including Radio user charges or other service charges;
- ii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000 (subject to the requirements of Section 21);
- iii. Admission of a new Principal;
- iv. Appointing or removing the Executive Director;
- v. Amendment of this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement);

~~vi. _____;~~

~~vii~~.vi. Adoption or amendment of the EPSCA Bylaws, or amendment of the EPSCA Articles of Incorporation subject to other applicable requirements of Chapter 24.06 RCW; and

~~viii~~.vii. Other actions requiring a two-thirds majority vote under Chapter 24.06 RCW, *excluding* termination, dissolution, merger, consolidation, or sale of all or substantially all assets all of which shall require approval by 80% of the weighted votes of Principals in accordance with Sections 20 and 21.

i. Officers. The Executive Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 2013, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Executive Board shall elect a new Chair and Vice-Chair for one year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of EPSCA, provided that such persons shall not be Members of the Executive Board.

j. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

k. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once each calendar quarter, at a time and place designated by the Chair of the Executive Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

l. Articles and Bylaws. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

m. Consultation with Operations Committee. It is the intent of this Agreement to seek the active participation and advice of Participating Agencies in the determination of EPSCA policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review,

comment and recommendation of the Operations Committee and the Executive Board shall consider such input from the Operations Committee in its deliberations.

SECTION 7. OPERATIONS COMMITTEE.

a. Creation and Membership. An Operations Committee is created to serve in an advisory capacity to the Executive Board. The Operations Committee shall be composed of:

- i. The Police Chief or his/her designee from each Principal.
- ii. The Fire Chief or his/her designee from each Principal, *provided that* a Principal that receives fire service from a Public Safety Interlocal Operation may appoint a representative from such entity to serve as a member of the Operations Committee.

Additional members of the Operations Committee may be selected by the Executive Board which shall select at least one representative from among the EPSCA Subscribers, if any.

- b. Committee Representatives. Persons serving on the Operations Committee are referred to as Representatives (or alternates) and shall serve without compensation from EPSCA.
- c. Alternates. Representatives to the Operations Committee may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.
- d. Powers. The Operations Committee shall endeavor to promote interagency collaboration, cooperation and information sharing between EPSCA Principals and Subscribers. The Operations Committee shall:
 - i. Assist in the review and development of proposed Agency operating policies and procedures, system development options, proposed service options, rules and regulations for use of EPSCA System equipment and facilities, and such other matters as the Executive Board may direct.
 - ii. Review and comment on the draft budget prior to its submittal to the Executive Board, including proposed Radio User Charges, rates, revenues and expenditures. The Operations Committee shall provide written recommendations with respect to the proposed budget to the Executive Board at the time the proposed budget is submitted to the Board.
 - iii. Make reports and recommendations to the Executive Board from time to time on matters the Operations Committee deems appropriate.
 - iv. Provide advice, information, and recommendations to either the Executive Board or the Executive Director.
- e. Quorum. A quorum at any meeting shall consist of Representatives of the Operations Committee (or their alternates) representing a simple majority of all Principals. Representatives (or alternates) may participate in meetings by telephone conference or other comparable means.
- f. Voting. All actions and recommendations of the Operations Committee shall be approved by majority vote of those present and voting. Each person serving on

such Committee shall have one vote, except that in the event a Principal vests its Police and Fire executive duties in one individual who is a member of the Operations Committee, said Representative shall be entitled to cast two (2) votes on matters coming before the Committee. No proxy votes shall be allowed except that an Operations Committee Representative representing a specific Principal may vote by proxy the vote of a Representative who represents the same Principal. There shall be no Weighted Voting.

g. Officers. The Operations Committee shall select a Chair and Vice-Chair from among the membership of the Operations Committee. It will be the function of the Chair to preside at the meetings of the Operations Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the Operations Committee following the effective date of this Agreement, by majority vote of the Representatives on the Operations Committee and shall serve through May 31, 2013. The Operations Committee shall annually elect a Chair and Vice-Chair for one-year terms beginning each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Operations Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the Operations Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

h. Staffing. The Operations Committee shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. The Operations Committee shall meet not less than once every two months, at a time and place designated by the Chair of the Operations Committee or by a majority of its Representatives. Not less than ten (10) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair of the Operations Committee or Representatives representing at least two or more members of the Committee representing at least two different Principals and upon giving all other Representatives not less than seven (7) days prior notice of such meeting. In an emergency, the Operations Committee may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

SECTION 8. ~~[reserved]~~ AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are

- deemed by the Original Principals to be a single appointee (referred to as the “Alternate”) and must similarly be the Chief Executive Officer of one of the Original Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.
 - iii. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
 - iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep EPSCA Executive Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
 - v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Executive Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair’s receipt of such notice or the next regular Executive Board meeting, whichever is sooner, the Chair shall convene the Executive Board for the purpose of filling any such vacancy.
 - vi. Appointment and Removal Process. Except as otherwise provided in Section 8.b, the Original Principals representatives on the Executive Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals’ Executive Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals’ EPSCA Board Members at a duly noticed Executive Board meeting.
- b. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to EPSCA Executive Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal’s Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a

Member of the EPSCA Executive Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Executive Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Executive Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

[Note: equal to 3 of 4 Board members]

c. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

d. Successor Agreement Anticipated. The Original Principals hereby state their nonbinding intent that:

- i. The Executive Board shall take action to dissolve EPSCA at such time as the Executive Board in its sole discretion deems appropriate, but not earlier than one (1) year after "Full System Acceptance" as defined in the PSERN Operator ILA. It is understood that the action to dissolve EPSCA triggers a one-year period before the dissolution is effective, per Section 20 of this Agreement.
- ii. A successor agreement to this Agreement, structuring EPSCA as a joint board under RCW 39.34.030 that is not constituted as a separate legal entity, and otherwise incorporating the terms of this Section 8, shall be negotiated and entered into between the Original Principals remaining party to the PSERN Operator ILA to become effective as of the date that EPSCA is dissolved as a nonprofit corporation. A draft of this ILA is appended as Exhibit B.

SECTION 9. EXECUTIVE DIRECTOR.

a. Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director, and shall request a recommendation from the Operations Committee regarding any proposed appointment. The Executive Director shall be responsible to the Executive Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer EPSCA in its day-to-day operations consistent with the policies adopted by the Executive Board. The Executive Director shall appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and

auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 5 and 6.

b. Qualifications, Retention and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an “at will” position and may be terminated from his position as Executive Director upon the Supermajority vote of the Executive Board, without cause.

c. Loaned Staff. It is expressly contemplated that the Executive Director and other staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of a Principal, and for whose services the lending Principal shall be fully compensated by agreement between said Principal and EPSCA.

SECTION 10. PERSONNEL POLICY. The Executive Director may, as he or she deems necessary from time to time, submit to the Executive Board a proposed EPSCA personnel policy for the Executive Board’s approval, rejection or modification; provided that the Executive Director shall first submit any such proposed policies to the Operations Committee for its review and comment. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless EPSCA hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff’s Principal employer.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION. The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of the System so as to provide maximum and ultimate benefits to the members of the general public. The Executive Director shall present his or her recommendations to the Operations Committee and Executive Board from time to time. The Executive Director shall submit quarterly budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board.

SECTION 12. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. EPSCA budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Committee. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with the Operations Committee’s recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, including the proposed Radio Unit Charge; and forward same to Principals, no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 31 prior to commencement of the budget period, after: (1) confirmation of continuing Subscriber and other contracts supporting the budget; and (2) confirmation of

the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by EPSCA no later than November 30 preceding the commencement of the budget period; *provided that*, Principals having not less than 66% of the Weighted Votes of the Executive Board and not less than 66% in number of the Principals must so approve. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which the budget was not approved, per Section 14.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the EPSCA budget to the budgets adopted by the Principals and account for other operating changes including but not limited to changes in the number of Radios held by Participating Agencies.

d. Cost Allocation. The EPSCA budget for System-related costs shall be generally allocated between all Principals and Subscribers based on the number of Radios each Participating Agency has contracted for with EPSCA. In adopting the budget, the Executive Board shall confirm the total budget amount and the Radio Unit Charge, as well as any other fees or charges necessary to fund the proposed budget. The number of Radios allocated to each Participating Agency with respect to the budget period shall be based on the best information available at the time the budget is adopted.

e. Notification of Radio Unit Charge. Based on the action of the Executive Board, the Executive Director shall notify the Principals and Subscribers of the estimated Radio Unit Charge and any other applicable charges for the following budget period no later than September 15 prior to the beginning of the budget period. The Executive Director shall notify the Principals and Subscribers of the final adopted Radio Unit Charge promptly following final adoption of the budget.

f. Payment of Radio Unit Charges and other charges. Radio Unit Charges shall be payable by Principals in quarterly installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board. Contracts with Subscribers for services will provide for payment of User Fees on a basis as approved by the Executive Board.

g. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. A Principal or Subscriber who is six (6) months delinquent in payment loses use of the System until all payments including interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the System. Withdrawal does not extinguish the obligation to pay EPSCA for services, together with interest.

h. Terms of Subscriber Contracts. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six months.

i. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for EPSCA, at levels the Executive Board determines to be appropriate.

SECTION 13. SYSTEM USE.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Interlocal Agreement or any bylaws adopted by EPSCA, EPSCA may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES;
ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.

a. Conversion of Principal to Subscriber. As described in Section 12.b, a Principal may be converted to Subscriber for failure to approve its share of the budget. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of EPSCA assets upon dissolution of EPSCA;
- iii. become subject to payment of Radio Unit Charges in accordance with the then applicable Subscribers service contract; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any such Subscriber of its previously incurred obligations as a Principal to EPSCA.

b. Election to Convert to Subscriber. A Principal also may elect to convert to Subscriber status effective January 1 of any year by giving written notice of its intent to the Executive Board no later than July 1 of the preceding year. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.j and this subparagraph (c) may be admitted as an EPSCA Principal upon Supermajority Vote of the Executive Board as required under Section 6.h. In addition to meeting the conditions of Section 3.j, a City seeking to become a Principal must:

- i. Have a population of not less than 5,000;
- ii. Have at least 50% of its geographical area located within the recognized geographical service area of the Agency's service area as identified in EPSCA's 800 MHz licenses;
- iii. accept the terms of this Agreement and the EPSCA Bylaws;
- iv. not be another Subregion or a voting member of any other Subregion participating in the King County 800 MHz Regional Communications System all as defined in the Regional Agreement; and

- v. Not have held Principal status with EPSCA within the five (5) years immediately preceding the date of application to become a Principal.

A Subscriber meeting the qualifications of a Principal may apply to the Executive Board to be converted to Principal status.

d. Other Conditions for Additional Principals. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Participants to incur additional cost.

e. Additional Subscribers. The determination of whether to accept new Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals per Section 14.d, it being the intention that the addition of new Subscribers shall not cause pre-existing Participants to incur additional cost.

SECTION 15. CONTRACTS AND SUPPORT SERVICES. The Executive Board or the Executive Director with advice of the Operations Committee shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

SECTION 16. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to EPSCA's operations, including but not limited to Radios, dispatching equipment, and dispatch and related services. Interconnecting equipment and services will not be included in EPSCA's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. The System, including property both real and personal, purchased or otherwise acquired pursuant to or in connection with this Interlocal Agreement shall be owned in the name of the Eastside Public Safety Communications Agency; provided, however, that for valuable consideration received, the Executive Board may convey ownership of specific equipment or components of the System to Principals or Subscribers. EPSCA may, but shall not be required to, own, operate and/or lease radio and/or dispatch facilities under contracts with Principals and Subscribers.

b. Equipment and furnishings for EPSCA's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for EPSCA's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by EPSCA.

c. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to EPSCA, and the

values thereof. The Executive Director shall also maintain and annually update by April 30 of each year an inventory of all Radios under service contract to EPSCA from Subscribers and Principals.

d. In the event of dissolution or termination of EPSCA, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the EPSCA Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws, is terminated, changes or is changed to Subscriber status shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or notice of change to Subscriber status, to the extent said increased capital and/or operating costs are not recouped through Radio Use Charges or other fees paid by Subscribers for services provided as a result of or through said project. After recouping such costs, the Executive Board may authorize reimbursement based on a depreciated value of the withdrawing or converting Principal's contribution

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to EPSCA.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT. This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board in accordance with Section 6.h, except that any amendment affecting the terms and conditions of membership on the Executive Board, voting rights of Executive Board members, powers of the Executive Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by EPCA (Section 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. This Agreement may be terminated upon the vote of Principals holding at least eighty percent (80%) of the weighted vote of all the Principals. The termination

shall be by direction of the Executive Board wind up business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of EPSCA shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding EPSCA liabilities, shall be distributed to those Principals still participating in EPSCA on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' paid Radio Use Charges over the preceding five (5) years bears to the total of all then remaining Principals' user fees paid during such five-year period.
- ii. In the event outstanding liabilities of EPSCA exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of EPSCA unless provision is made for those obligations.

SECTION 21. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF EPSCA. Approval of the merger or consolidation of EPSCA with another entity, or the sale of all or substantially all assets of EPSCA, shall require the approval of Principals holding at least eighty percent (80%) of the weighted votes of all Principals.

SECTION 22. DISPUTE RESOLUTION.

a. Whenever any dispute arises between the Principals or between the Principals and EPSCA (referred to collectively in this section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section, which shall also be binding on Subscribers.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith

between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 23. INTERGOVERNMENTAL COOPERATION. EPSCA shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

b. Each Principal shall defend, indemnify and hold EPSCA and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by EPSCA.

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

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the

indemnites, allow the indemnites to participate in the defense thereof, such participation to be at the expense of the indemnites. The indemnites will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnites without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from EPSCA, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 25. INSURANCE. EPSCA shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of EPSCA's Executive Board, Operations Board, Executive Director and staff. To the extent practicable, all Participating Agencies shall be named as additional insureds on any policy, including pool insurance.

SECTION 26. NOTICE. Notices required to be given to EPSCA under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Executive Board
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 27. VENUE. The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 28. FILING. As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 29. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 30. SEVERABILITY. The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 31. RATIFICATION. All prior acts taken by the Principals and EPSCA consistent with this Agreement are hereby ratified and confirmed.

SECTION 32. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

City of Bellevue

City of Issaquah

City Manager

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Date: _____

Date: _____

City of Kirkland

City of Mercer Island

City Manager

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Date: _____

Date: _____

City of Redmond

Mayor

Date

Approved as to Form:

City Attorney

Date: _____

Exhibit A

Additional Detail on EPSCA Scope of Services

This Attachment provides additional detail on the scope of services described in Section 4 of the Agreement that EPSCA is authorized to provide. Capitalized terms not defined here have the meanings as defined in the Agreement.

1. Developing, owning, operating, and maintaining the System and any subsequent System upgrades or replacements as necessary or appropriate to ensure the System is integrated with the Network. This includes, without limitation, developing, implementing and ensuring compliance with the rules and regulations regarding use and access of the System by Principals and Subscribers.
2. Participating in the regional development and implementation of any successor or upgraded System or Network.
3. Maintaining dispatch console systems via individual contract with 9-1-1 dispatch centers serving Principals or Subscribers of EPSCA.
4. Provide Principals and Subscriber agencies with technical assistance and guidance with regards to radios and connectivity to the System.
5. Report to user agencies through the Operations Committee regarding new advances, direction, or opportunities with regards to public safety radio communications.
6. Represent EPSCA's interests through participation in regional, state and national forums regarding public safety radio communications, including but not limited to: the Regional Communications Board (RCB) established under the Regional Agreement, and the Radio Executive Policy Committee (REPC) formed to design, build and operate an upgraded regional (multi-county) public safety communications network.
7. Continuously strive to provide improved service levels, capacity and coverage to Principals and Subscribers.
8. Endeavor to find additional revenue streams to help offset costs of providing service to Principals and Subscribers.

Exhibit B

Draft Form of Successor Interlocal Agreement

RESOLUTION R-5460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THE SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT.

1 WHEREAS, King County currently has a countywide
2 emergency public safety radio network, the King County
3 Emergency Radio Communication System ("KCERCS"), which
4 supports over seventeen thousand radios and nearly two hundred
5 separate police, fire, emergency medical and other governmental
6 agencies; and
7

8 WHEREAS, portions of KCERCS are separately owned by
9 the Eastside Public Safety Communications Agency ("EPSCA"),
10 Valley Communications Center ("ValleyCom"), the City of Seattle,
11 and King County, with a jointly owned switch controlling the entire
12 network; and
13

14 WHEREAS, EPSCA was initially created in 1992 by interlocal
15 agreement and consists of the cities of Bellevue, Issaquah,
16 Kirkland, Mercer Island and Redmond; and
17

18 WHEREAS, the KCERCS is over twenty years old and is
19 increasingly unsupported by the supplier of the system's
20 equipment, software and related parts; and
21

22 WHEREAS, the cities of Bellevue, Issaquah, Kirkland,
23 Mercer Island and Redmond ("ESPCA Cities), and the cities of
24 Auburn, Federal Way, Renton, Seattle and Tukwila ("ValleyCom
25 Cities") as well as King County determined that it is in the public
26 interest that a new public safety radio system, referred to as the
27 Puget Sound Emergency Radio System ("PSERN"), be
28 implemented to provide public safety agencies and other user
29 groups in the region with improved coverage and capacity as well
30 as uniformly high-quality radio communications; and
31

32 WHEREAS, in 2015 the PSERN parties entered into the
33 Puget Sound Emergency Radio Implementation Period Interlocal
34 Cooperation Agreement ("PSERN Implementation Period ILA")
35 that designated King County as the lead agency for planning,

36 procurement, financing, implementation and limited initial
37 operations of PSERN; and

38

39 WHEREAS, the PSERN Implementation Period ILA
40 established a Joint Board to oversee the PSERN Project
41 implementation; and

42

43 WHEREAS, the PSERN parties each conveyed their 800 MHz
44 frequencies to the PSERN Project, thereby becoming elements of
45 the new PSERN system; and

46

47 WHEREAS, the parties to the PSERN Implementation Period
48 ILA negotiated a separate agreement, the Puget Sound
49 Emergency Radio Network Operator Interlocal Cooperation
50 Agreement ("PSERN Operator ILA"), to create a new separate
51 governmental agency under RCW 39.34.030(3)(b) that is
52 organized as a non-profit corporation under Chapter 24.06 RCW
53 to assume the ownership and control of PSERN following full
54 system acceptance; and

55

56 WHEREAS, in addition to creating the new agency to be
57 called the PSERN Operator, the PSERN Operator ILA establishes
58 the terms for governance of the PSERN Operator and the terms
59 under which the PSERN Operator will undertake responsibility for
60 the ownership, operations, maintenance, management and on-
61 going upgrading/ replacing of the PSERN system throughout its
62 useful life; and

63

64 WHEREAS, the PSERN Operator ILA was approved by the
65 City Council and executed by the City Manager on August 3, 2020;
66 and

67

68 WHEREAS, the PSERN Operator ILA now has been
69 unanimously approved by all the legislative bodies of the PSERN
70 member cities and King County and duly executed by those cities
71 and King County as of December 4, 2020; and

72

73 WHEREAS, ESPCA Cities will continue to be represented on
74 the PSERN Agency Board ("PSERN Board") by one mayor or city
75 manager or designee authorized by their joint action; and

76

77 WHEREAS, it is necessary to identify a process by which
78 the ESPCA Cities will select their PSERN Board representative, and
79 the EPSCA Board has approved such a process and submitted it in
80 the form of an amendment to EPSCA's current interlocal
81 agreement ("First Amended and Restated Eastside Public Safety
82 Communications Agency Interlocal Agreement"), which process is
83 incorporated into a revised EPSCA interlocal cooperation

84 agreement between the EPSCA Cities ("Second Amended and
85 Restated Agreement"); and

86
87 WHEREAS, upon approval and execution of the Second
88 Amended and Restated Agreement, the First Amended and
89 Restated Agreement between the EPSCA Cities will be replaced
90 and no longer be of any legal force or effect; and

91
92 WHEREAS, the PSERN project team has requested that
93 EPSCA identify its PSERN Board representative in connection with
94 the PSERN Operator ILA to the PSERN project team by February
95 16, 2021.

96
97 NOW, THEREFORE, be it resolved by the City Council of the
98 City of Kirkland as follows:

99
100 Section 1. The City Manager is hereby authorized and
101 directed to sign all documents necessary to enact the Second
102 Amended and Restated Eastside Public Safety Communications
103 Agency Interlocal Agreement in substantially the same form as
104 Attachment A together with the cities of Bellevue, Issaquah,
105 Mercer Island and Redmond and to take all actions necessary to
106 implement the terms of the second amended and restated
107 interlocal agreement.

108
109 Passed by majority vote of the Kirkland City Council in open
110 meeting this ____ day of January, 2021.

111
112 Signed in authentication thereof this ____ day of January,
113 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

VERSION DATED JANUARY 7, 2021

*SUBSTANTIVELY IDENTICAL TO VERSION
REVIEWED AND APPROVED BY EPSCA BOARD, DECEMBER 12, 2019*

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SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals have, through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) which is part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County (the “Network”); and

WHEREAS, the System and Network improve public safety by making emergency and public safety communications in King County more reliable, increasing the capacity of these systems, allowing different governmental agencies in King County to communicate directly with one another, improving the ability of government agencies to respond in a coordinated manner to a major disaster, and enhancing the safety of front-line emergency response personnel; and

WHEREAS, the 1992 Agreement established a joint board operation for EPSCA and provided that the Executive Board of EPSCA could create a nonprofit corporation to accomplish all or any portion of the purposes of the Agency; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System,” that when completed will replace EPSCA’s System; and

WHEREAS, in 2015, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into an “Implementation Period ILA” designating King County as the lead agency for planning, procurement, financing and implementation of the PSERN System under the oversight of a joint board, which includes a representative jointly selected by the Principals; and

WHEREAS, the PSERN member agencies have entered into a second interlocal agreement, the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which provides for the creation of a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the full acceptance of the new PSERN system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals by entering into this Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement confirm their agreement as to how they will jointly exercise their rights and responsibilities under the PSERN Operator ILA;

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. REORGANIZATION OF EPSCA AS A NONPROFIT CORPORATION. The Eastside Public Safety Communications Agency (“EPSCA”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW) and the 1992 Agreement, and as so reorganized EPSCA shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the 1992 Agreement, including but not limited to the responsibility for developing, owning, operating and managing the System on behalf of the Principals.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF 1992 AGREEMENT. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 1992 Agreement which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

- a. Agreement. The “Agreement” is this Second Amended And Restated Eastside Public Safety Communications Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. 1992 Agreement. The “1992 Agreement” is the Interlocal Agreement Establishing the Eastside Public Safety Communications Agency entered into between the Cities of Bellevue, Redmond, Kirkland and Mercer Island, and including the 1993 Addendum admitting the City of Issaquah as a Principal.
- c. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.
- d. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency.
- e. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the EPSCA Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.
- f. Executive Director. The “Executive Director” is the chief operating officer for EPSCA appointed by and serving at the pleasure of the Executive Board.
- g. Executive Board. The “Executive Board” is the body described in Section 6 and shall be the executive body of EPSCA.
- h. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.
- i. Network. The “Network” is the regional public safety communications network for King County of which the System is a part. The Network is currently based on an 800 MHz frequency platform.
- j. Operations Committee. The “Operations Committee” is the advisory body described in Section 7.
- k. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PSERN Board Representative.
- l. Participating Agencies. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participating Agencies” or “Participants,” and individually referred to as a “Participating Agency” or “Participant.”
- m. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington which meets the requirements of Section 14.c and has accepted the terms of and is a party to this Agreement, and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by EPSCA according to such terms and conditions as may be established by the Executive Board.
- n. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the

Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

o. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective as of December 4, 2020.

p. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

q. PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

r. Public Safety Interlocal Operation. A public safety interlocal operation includes a joint operation of fire districts and cities for provision of public fire services and Emergency Medical Services (EMS)s entered into and operating pursuant to Chapter 39.34 RCW, and may also include a public development authority created pursuant to RCW 35.21.730 et. seq. and/or a regional fire protection service authority created pursuant to Chapter 52.26 RCW, or a nonprofit corporation created for the purpose of facilitating a joint operation between fire districts and cities pursuant to RCW 39.34.030(3).

s. Radio. A “Radio” is an 800 MHz (or successor technology) radio served by the System.

t. Radio Unit Charge. A “Radio Unit Charge” is the cost per Radio charged by EPSCA to all Participating Agencies for services of EPSCA enabling radios owned by Participating Agencies to access and use the System.

u. Regional Agreement. The “Regional Agreement” is the Emergency Radio Communication System Interlocal Cooperation Agreement governing the Network operation and allocation of certain regional levy funds, to which EPSCA is a party, entered into in 1993 between EPSCA, King County, Valley Communications Center, the City of Seattle, and the Port of Seattle.

v. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Committee, or his/her designated alternate.

w. Simple Majority Vote. A “Simple Majority Vote” of the Governing Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

x. Subscriber. A “Subscriber” is a general purpose municipal corporation, special district, public school district, public hospital district or other entity formed under the laws of Washington which has agreed to pay EPSCA for Radio maintenance services or other services as offered at a rate or rates according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between EPSCA and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 12 and 14.

y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds(66%) of all Members of the Executive Board in number; and (2) not less than two-thirds(66%) of the Weighted Vote of all Members of the Executive Board.

z. System. The “System” is the public safety radio communication system operating in East King County developed in common by EPSCA and other governmental agencies in King County, including without limitation the base stations and towers for an 800 MHz system and microwave backbone, as the same may be upgraded over time.

aa. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Radios bears to the total number of Radios used by all Principals.

SECTION 4. EPSCA SERVICES. EPSCA has the responsibility and authority for developing, owning, operating, maintaining and managing the System in East King County, as additionally described in Exhibit A and including but not limited to the following more specifically described services:

- a. Developing, owning, operating, maintaining and managing the System.
- b. Ensuring the System is integrated into the Network and coordinating with regional partners with regards to the operation, maintenance and development of the Network.
- c. Ensuring Radios can access the System by developing and deploying the required interfacing technology.

It is expressly contemplated that this scope of services includes the implementation, operation and maintenance of replacement or upgrades of such components of the System as necessary or appropriate to remain integrated with the Network and excludes the implementation of System capacities or services not necessary or appropriate to remaining integrated with the Network. EPSCA shall also have authority to provide contract services to dispatch centers to maintain dispatch console equipment. Expansion of this scope of services shall require an amendment of this Agreement approved by all the Principals. An expansion of the scope of services is defined as items not within the scope of Section 4 and Exhibit A.

SECTION 5. EPSCA POWERS. Through its Executive Board, EPSCA shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Participating Agencies;
- b. Review and approve budget expenditures for EPSCA;
- c. Establish policies for expenditures of budget items for EPSCA;
- d. Review and adopt a personnel policy for EPSCA (if applicable);
- e. Review and approve operating and financial policies for EPSCA;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the EPSCA;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW);

- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) and other applicable state and federal laws and regulations;
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 4;
- j. Retain and terminate an Executive Director;
- k. Create committees to review and make recommendations;
- l. Approve strategic plans;
- m. Approve the addition of new Principals and new Subscribers and the terms of their participating in EPSCA and receipt of EPSCA services;
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- o. Establish Radio User Charges and other charges for services provided to Participating Agencies or other parties;
- p. Direct and supervise the activities of the Operations Committee, and the Executive Director;
- q. Make purchases or contract for services necessary to fully implement the purposes of this Agreement;
- r. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies;
- s. Receive all funds allocated to EPSCA by Participating Agencies;
- t. 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 EPSCA;
- u. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- v. Sue and be sued, complain and defend, in all courts of competent jurisdiction in EPSCA's name;
- w. Make and alter bylaws for the administration and regulation of its affairs;
- x. Hold radio frequency licenses to enable EPSCA to operate and maintain the System; and
- y. Any and all other lawful acts necessary to further EPSCA's goals and purposes.

SECTION 6. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

- a. Composition. EPSCA shall be governed by an Executive Board composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.e. Such representatives are referred to as a Member or Members of the Executive Board.
- b. Ex Officio Representative. The Chair (or the Vice Chair in his or her absence) of the Operations Committee shall serve as an ex officio, non-voting member of the Executive Board.
- c. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from EPSCA. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

d. Powers. The Executive Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 5. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

e. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

f. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

g. Voting. The Board shall strive to operate by consensus. All Board decisions on items not listed in Section 6.h or as otherwise specified by Sections 19, 20 and 21 require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.e.

ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of each January 1 based on the number of Radios on the System that are in use by the then current Principals as of April 30 of the preceding year.

h. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval or amendment of EPSCA budget, including Radio user charges or other service charges;
- ii. A decision to acquire assets, equipment, real or personal property valued at over \$500,000 (subject to the requirements of Section 21);
- iii. Admission of a new Principal;
- iv. Appointing or removing the Executive Director;
- v. Amendment of this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement);
- vi. Adoption or amendment of the EPSCA Bylaws, or amendment of the EPSCA Articles of Incorporation subject to other applicable requirements of Chapter 24.06 RCW; and
- vii. Other actions requiring a two-thirds majority vote under Chapter 24.06 RCW, *excluding* termination, dissolution, merger, consolidation, or sale of all or substantially all assets all of which

shall require approval by 80% of the weighted votes of Principals in accordance with Sections 20 and 21.

i. Officers. The Executive Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 2013, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Executive Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of EPSCA, provided that such persons shall not be Members of the Executive Board.

j. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

k. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once each calendar quarter, at a time and place designated by the Chair of the Executive Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

l. Articles and Bylaws. Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

m. Consultation with Operations Committee. It is the intent of this Agreement to seek the active participation and advice of Participating Agencies in the determination of EPSCA policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review, comment and recommendation of the Operations Committee and the Executive Board shall consider such input from the Operations Committee in its deliberations.

SECTION 7. OPERATIONS COMMITTEE.

a. Creation and Membership. An Operations Committee is created to serve in an advisory capacity to the Executive Board. The Operations Committee shall be composed of:

- i. The Police Chief or his/her designee from each Principal.
- ii. The Fire Chief or his/her designee from each Principal, *provided that* a Principal that receives fire service from a Public Safety Interlocal Operation may appoint a representative from such entity to serve as a member of the Operations Committee.

Additional members of the Operations Committee may be selected by the Executive Board which shall select at least one representative from among the EPSCA Subscribers, if any.

- b. Committee Representatives. Persons serving on the Operations Committee are referred to as Representatives (or alternates) and shall serve without compensation from EPSCA.
- c. Alternates. Representatives to the Operations Committee may designate one alternate to serve when such Representative is absent or unable to serve provided that such alternates must have operational responsibilities within their respective agencies.
- d. Powers. The Operations Committee shall endeavor to promote interagency collaboration, cooperation and information sharing between EPSCA Principals and Subscribers. The Operations Committee shall:
 - i. Assist in the review and development of proposed Agency operating policies and procedures, system development options, proposed service options, rules and regulations for use of EPSCA System equipment and facilities, and such other matters as the Executive Board may direct.
 - ii. Review and comment on the draft budget prior to its submittal to the Executive Board, including proposed Radio User Charges, rates, revenues and expenditures. The Operations Committee shall provide written recommendations with respect to the proposed budget to the Executive Board at the time the proposed budget is submitted to the Board.
 - iii. Make reports and recommendations to the Executive Board from time to time on matters the Operations Committee deems appropriate.
 - iv. Provide advice, information, and recommendations to either the Executive Board or the Executive Director.
- e. Quorum. A quorum at any meeting shall consist of Representatives of the Operations Committee (or their alternates) representing a simple majority of all Principals. Representatives (or alternates) may participate in meetings by telephone conference or other comparable means.
- f. Voting. All actions and recommendations of the Operations Committee shall be approved by majority vote of those present and voting. Each person serving on such Committee shall have one vote, except that in the event a Principal vests its Police and Fire executive duties in one individual who is a member of the Operations Committee, said Representative shall be entitled to cast two (2) votes on matters coming before the Committee. No proxy votes shall be allowed except that an Operations Committee Representative representing a specific Principal may vote by proxy the vote of a Representative who represents the same Principal. There shall be no Weighted Voting.

g. Officers. The Operations Committee shall select a Chair and Vice-Chair from among the membership of the Operations Committee. It will be the function of the Chair to preside at the meetings of the Operations Committee, and the Vice-Chair shall assume this role in absence of the Chair. The officers shall be initially elected at the first meeting of the Operations Committee following the effective date of this Agreement, by majority vote of the Representatives on the Operations Committee and shall serve through May 31, 2013. The Operations Committee shall annually elect a Chair and Vice-Chair for one-year terms beginning each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Operations Committee shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer of the Operations Committee elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term.

h. Staffing. The Operations Committee shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

i. Meetings. The Operations Committee shall meet not less than once every two months, at a time and place designated by the Chair of the Operations Committee or by a majority of its Representatives. Not less than ten (10) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair of the Operations Committee or Representatives representing at least two or more members of the Committee representing at least two different Principals and upon giving all other Representatives not less than seven (7) days prior notice of such meeting. In an emergency, the Operations Committee may dispense written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Representatives.

SECTION 8. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

a. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

- i. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Original Principals.
- ii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.

- iii. Powers. The ESPCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- iv. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep EPSCA Executive Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- v. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Executive Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Executive Board meeting, whichever is sooner, the Chair shall convene the Executive Board for the purpose of filling any such vacancy.
- vi. Appointment and Removal Process. Except as otherwise provided in Section 8.b, the Original Principals representatives on the Executive Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals' Executive Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals' EPSCA Board Members at a duly noticed Executive Board meeting.

b. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to ESPCA Executive Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal's Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the EPSCA Executive Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Executive Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original

Principal's Executive Board Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

[Note: equal to 3 of 4 Board members]

c. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

d. Successor Agreement Anticipated. The Original Principals hereby state their nonbinding intent that:

- i. The Executive Board shall take action to dissolve EPSCA at such time as the Executive Board in its sole discretion deems appropriate, but not earlier than one (1) year after "Full System Acceptance" as defined in the PSERN Operator ILA. It is understood that the action to dissolve EPSCA triggers a one-year period before the dissolution is effective, per Section 20 of this Agreement.
- ii. A successor agreement to this Agreement, structuring EPSCA as a joint board under RCW 39.34.030 that is not constituted as a separate legal entity, and otherwise incorporating the terms of this Section 8, shall be negotiated and entered into between the Original Principals remaining party to the PSERN Operator ILA to become effective as of the date that EPSCA is dissolved as a nonprofit corporation. A draft of this ILA is appended as Exhibit B.

SECTION 9. EXECUTIVE DIRECTOR.

a. Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director and shall request a recommendation from the Operations Committee regarding any proposed appointment. The Executive Director shall be responsible to the Executive Board and shall advise it from time to time on a proposed budget and other appropriate matters in order to fully implement the purposes of this Agreement. The Executive Director shall administer EPSCA in its day-to-day operations consistent with the policies adopted by the Executive Board. The Executive Director shall appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 5 and 6.

b. Qualifications, Retention and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an "at will"

position and may be terminated from his position as Executive Director upon the Supermajority vote of the Executive Board, without cause.

c. Loaned Staff. It is expressly contemplated that the Executive Director and other staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of a Principal, and for whose services the lending Principal shall be fully compensated by agreement between said Principal and EPSCA.

SECTION 10. PERSONNEL POLICY. The Executive Director may, as he or she deems necessary from time to time, submit to the Executive Board a proposed EPSCA personnel policy for the Executive Board's approval, rejection or modification; provided that the Executive Director shall first submit any such proposed policies to the Operations Committee for its review and comment. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless EPSCA hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's Principal employer.

SECTION 11. OPERATIONAL POLICY AND SYSTEM EVALUATION. The Executive Director shall actively and continuously consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of the System so as to provide maximum and ultimate benefits to the members of the general public. The Executive Director shall present his or her recommendations to the Operations Committee and Executive Board from time to time. The Executive Director shall submit quarterly budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board.

SECTION 12. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.

a. Budget Fiscal Year. EPSCA budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Committee. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with the Operations Committee's recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, including the proposed Radio Unit Charge; and forward same to Principals, no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 31 prior to commencement of the budget period, after: (1) confirmation of continuing Subscriber and other contracts supporting the budget; and (2) confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by EPSCA no later than November 30 preceding the commencement of the budget period; *provided that*, Principals having not less than 66% of the Weighted Votes of the Executive Board and not less than 66% in number of the Principals must so approve. Failure of a Principal to

approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which the budget was not approved, per Section 14.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the EPSCA budget to the budgets adopted by the Principals and account for other operating changes including but not limited to changes in the number of Radios held by Participating Agencies.

d. Cost Allocation. The EPSCA budget for System-related costs shall be generally allocated between all Principals and Subscribers based on the number of Radios each Participating Agency has contracted for with EPSCA. In adopting the budget, the Executive Board shall confirm the total budget amount and the Radio Unit Charge, as well as any other fees or charges necessary to fund the proposed budget. The number of Radios allocated to each Participating Agency with respect to the budget period shall be based on the best information available at the time the budget is adopted.

e. Notification of Radio Unit Charge. Based on the action of the Executive Board, the Executive Director shall notify the Principals and Subscribers of the estimated Radio Unit Charge and any other applicable charges for the following budget period no later than September 15 prior to the beginning of the budget period. The Executive Director shall notify the Principals and Subscribers of the final adopted Radio Unit Charge promptly following final adoption of the budget.

f. Payment of Radio Unit Charges and other charges. Radio Unit Charges shall be payable by Principals in quarterly installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board. Contracts with Subscribers for services will provide for payment of User Fees on a basis as approved by the Executive Board.

g. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. A Principal or Subscriber who is six (6) months delinquent in payment loses use of the System until all payments including interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the System. Withdrawal does not extinguish the obligation to pay EPSCA for services, together with interest.

h. Terms of Subscriber Contracts. Subscriber contracts shall include terms consistent with these delinquency provisions, that is, interest shall accrue on delinquent payments at the same rate as provided herein, and service may be terminated if fees and interest are not paid in full within six months.

i. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for EPSCA, at levels the Executive Board determines to be appropriate.

SECTION 13. SYSTEM USE.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Interlocal Agreement or any bylaws adopted by EPSCA,

EPSCA may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

**SECTION 14. CONVERSION OF STATUS OF PARTICIPATING AGENCIES;
ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.**

a. Conversion of Principal to Subscriber. As described in Section 12.b, a Principal may be converted to Subscriber for failure to approve its share of the budget. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of EPSCA assets upon dissolution of EPSCA;
- iii. become subject to payment of Radio Unit Charges in accordance with the then applicable Subscribers service contract; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any such Subscriber of its previously incurred obligations as a Principal to EPSCA.

b. Election to Convert to Subscriber. A Principal also may elect to convert to Subscriber status effective January 1 of any year by giving written notice of its intent to the Executive Board no later than July 1 of the preceding year. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. Additional Principals. A governmental entity meeting the qualifications of a Principal in Section 3.j and this subparagraph (c) may be admitted as an EPSCA Principal upon Supermajority Vote of the Executive Board as required under Section 6.h. In addition to meeting the conditions of Section 3.j, a City seeking to become a Principal must:

- i. Have a population of not less than 5,000;
- ii. Have at least 50% of its geographical area located within the recognized geographical service area of the Agency's service area as identified in EPSCA's 800 MHz licenses;
- iii. accept the terms of this Agreement and the EPSCA Bylaws;
- iv. not be another Subregion or a voting member of any other Subregion participating in the King County 800 MHz Regional Communications System all as defined in the Regional Agreement; and
- v. Not have held Principal status with EPSCA within the five (5) years immediately preceding the date of application to become a Principal.

A Subscriber meeting the qualifications of a Principal may apply to the Executive Board to be converted to Principal status.

d. Other Conditions for Additional Principals. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it

being the intention of this provision that the addition of new Principals shall not cause pre-existing Participants to incur additional cost.

e. Additional Subscribers. The determination of whether to accept new Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals per Section 14.d, it being the intention that the addition of new Subscribers shall not cause pre-existing Participants to incur additional cost.

SECTION 15. CONTRACTS AND SUPPORT SERVICES. The Executive Board or the Executive Director with advice of the Operations Committee shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, purchasing and data processing.

SECTION 16. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Participating Agency shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to EPSCA's operations, including but not limited to Radios, dispatching equipment, and dispatch and related services. Interconnecting equipment and services will not be included in EPSCA's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. The System, including property both real and personal, purchased or otherwise acquired pursuant to or in connection with this Interlocal Agreement shall be owned in the name of the Eastside Public Safety Communications Agency; provided, however, that for valuable consideration received, the Executive Board may convey ownership of specific equipment or components of the System to Principals or Subscribers. EPSCA may, but shall not be required to, own, operate and/or lease radio and/or dispatch facilities under contracts with Principals and Subscribers.

b. Equipment and furnishings for EPSCA's operation shall be acquired as provided by law. If any Participating Agency provides equipment or furnishings for EPSCA's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by EPSCA.

c. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to EPSCA, and the values thereof. The Executive Director shall also maintain and annually update by April 30 of each year an inventory of all Radios under service contract to EPSCA from Subscribers and Principals.

d. In the event of dissolution or termination of EPSCA, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the EPSCA Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws, is terminated, changes or is changed to Subscriber status shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or notice of change to Subscriber status, to the extent said increased capital and/or operating costs are not recouped through Radio Use Charges or other fees paid by Subscribers for services provided as a result of or through said project. After recouping such costs, the Executive Board may authorize reimbursement based on a depreciated value of the withdrawing or converting Principal's contribution

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to EPSCA.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT. This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board in accordance with Section 6.h, except that any amendment affecting the terms and conditions of membership on the Executive Board, voting rights of Executive Board members, powers of the Executive Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by EPCA (Section 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. This Agreement may be terminated upon the vote of Principals holding at least eighty percent (80%) of the weighted vote of all the Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least one (1) year from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of EPSCA shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding EPSCA liabilities, shall be distributed to those Principals still participating in EPSCA on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principals' paid Radio Use Charges over the preceding five (5) years bears to the total of all then remaining Principals' user fees paid during such five-year period.
- ii. In the event outstanding liabilities of EPSCA exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.
- d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of EPSCA unless provision is made for those obligations.

SECTION 21. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF EPSCA. Approval of the merger or consolidation of EPSCA with another entity, or the sale of all or substantially all assets of EPSCA, shall require the approval of Principals holding at least eighty percent (80%) of the weighted votes of all Principals.

SECTION 22. DISPUTE RESOLUTION.

- a. Whenever any dispute arises between the Principals or between the Principals and EPSCA (referred to collectively in this section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section, which shall also be binding on Subscribers.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.
- d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the

dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 23. INTERGOVERNMENTAL COOPERATION. EPSCA shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 24. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

b. Each Principal shall defend, indemnify and hold EPSCA and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by EPSCA.

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

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to

the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from EPSCA, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 25. INSURANCE. EPSCA shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of EPSCA's Executive Board, Operations Board, Executive Director and staff. To the extent practicable, all Participating Agencies shall be named as additional insureds on any policy, including pool insurance.

SECTION 26. NOTICE. Notices required to be given to EPSCA under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Executive Board
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 27. VENUE. The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 28. FILING. As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 29. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 30. SEVERABILITY. The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 31. RATIFICATION. All prior acts taken by the Principals and EPSCA consistent with this Agreement are hereby ratified and confirmed.

SECTION 32. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2013, subject to prior filing of same as required by Section 28 hereof, and further subject

to the Agreement having been executed on or prior to such date by all Principals party to the 1992 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

City of Bellevue

City of Issaquah

City Manager

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Kirkland

City of Mercer Island

City Manager

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Redmond

Mayor

Date

Approved as to Form:

City Attorney
Date: _____

Exhibit A

Additional Detail on EPSCA Scope of Services

This Attachment provides additional detail on the scope of services described in Section 4 of the Agreement that EPSCA is authorized to provide. Capitalized terms not defined here have the meanings as defined in the Agreement.

1. Developing, owning, operating, and maintaining the System and any subsequent System upgrades or replacements as necessary or appropriate to ensure the System is integrated with the Network. This includes, without limitation, developing, implementing and ensuring compliance with the rules and regulations regarding use and access of the System by Principals and Subscribers.
2. Participating in the regional development and implementation of any successor or upgraded System or Network.
3. Maintaining dispatch console systems via individual contract with 9-1-1 dispatch centers serving Principals or Subscribers of EPSCA.
4. Provide Principals and Subscriber agencies with technical assistance and guidance with regards to radios and connectivity to the System.
5. Report to user agencies through the Operations Committee regarding new advances, direction, or opportunities with regards to public safety radio communications.
6. Represent EPSCA's interests through participation in regional, state and national forums regarding public safety radio communications, including but not limited to: the Regional Communications Board (RCB) established under the Regional Agreement, and the Radio Executive Policy Committee (REPC) formed to design, build and operate an upgraded regional (multi-county) public safety communications network.
7. Continuously strive to provide improved service levels, capacity and coverage to Principals and Subscribers.
8. Endeavor to find additional revenue streams to help offset costs of providing service to Principals and Subscribers.

Exhibit B

**TO SECOND AMENDED AND RESTATED EASTSIDE PUBLIC SAFETY
COMMUNICATIONS AGENCY INTERLOCAL AGREEMENT**

DRAFT FORM OF SUCCESSOR INTERLOCAL AGREEMENT

*SUBSTANTIVELY IDENTICAL TO VERSION REVIEWED AND APPROVED BY EPSCA
BOARD ON DECEMBER 12, 2019*

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EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY JOINT BOARD
INTERLOCAL AGREEMENT

THIS AGREEMENT, incorporating all exhibits hereto, is entered into by and between the Cities of Bellevue, Issaquah, Mercer Island, Kirkland and Redmond, (collectively, the “Principals”) pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW and has been authorized by the legislative body of each jurisdiction.

RECITALS

WHEREAS, the Cities of Bellevue, Kirkland, Mercer Island and Redmond in 1992 entered into an interlocal agreement establishing the Eastside Public Safety Communications Agency (“EPSCA”), and the City of Issaquah joined EPSCA by executing an Addendum to that interlocal agreement in 1993 EPSCA (collectively, the “1992 Agreement”); and

WHEREAS, in order to maximize the availability and effectiveness of radio communications at minimum costs the Principals through the 1992 Agreement, developed and maintained an integrated emergency and public safety radio communications system in East King County (the “System”) as part of a regional 800 MHz trunked radio communications network implemented on a county-wide basis in King County; and

WHEREAS, in March 2013, the Principals modified the governance and corporate structure of EPSCA and updated other terms of the 1992 Agreement by entering into the Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement, which established EPSCA as a governmental agency formed as a nonprofit corporation under RCW Chapters 39.24 and 24.06; and

WHEREAS, in April 2015, the voters of King County approved funding for a new consolidated public safety radio system, the “Puget Sound Emergency Radio Network System” or “PSERN System”; and

WHEREAS, in 2020, the Principals, together with King County and the Cities of Auburn, Federal Way, Kent, Renton, Seattle and Tukwila (collectively, the “PSERN member agencies”) entered into the “Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement” (“PSERN Operator ILA”) which created a separate governmental agency (the “PSERN Agency”), under authority of RCW Chapters 39.34 and 24.06, to assume ownership and control of the PSERN System following the construction and full acceptance of such system; and

WHEREAS the PSERN Operator ILA grants to each Principal a right to participate with the other Principals in the selection of a single member to serve on the PSERN Agency executive board (“PSERN Board”), as well as the selection of a designee and alternative for such member, and grants the individual Principals certain other rights; and

WHEREAS, the Principals in 2020 entered into a Second Amended and Restated Eastside Public Safety Communications Agency Interlocal Agreement (“2020 Agreement”) confirming their agreement as to how they would jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the PSERN system was constructed and full system acceptance of the system by the PSERN Agency occurred on _____ at which point the EPSCA System was fully replaced and no longer in use; and

WHEREAS, on _____, the EPSCA Board of Directors (“Board of Directors”) voted to dissolve EPSCA as a nonprofit corporation and terminate the Second Amended and Restated Agreement at the point the dissolution activities are completed, and to thereupon create a joint board through which the Principals will thereafter jointly exercise their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the action to dissolve EPSCA triggered a one-year timeline during which EPSCA would undertake all actions necessary to effect the dissolution, to be completed on _____; and

WHEREAS, the Principals have approved this Eastside Public Safety Communications Joint Board Agreement as a successor agreement to the 2020 Agreement, in order to continue to facilitate the joint exercise of their rights and responsibilities under the PSERN Operator ILA; and

WHEREAS, the Principals intend that this EPSCA Joint Board Agreement go into effect immediately upon the dissolution of EPSCA as a separate nonprofit corporation and the termination of the Second Amended and Restated Agreement; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Non-profit Corporation Act set forth in chapters 39.34 respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF EPSCA JOINT BOARD. The Principals hereby create the **Eastside Public Safety Agency Joint Board (“Joint Board”)** for the purpose of serving as the group through which the Principals determine to jointly exercise their rights under the PSERN Operator ILA as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW). The Joint Board is not formed as a separate legal entity. The Joint Board is the successor administrative entity to EPSCA for purposes of facilitating the performance by the Principals of their rights and responsibilities under the PSERN Operator ILA to appoint a PSERN Board Member and alternate and any other joint rights and responsibilities under the PSERN Operator ILA.

SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF SECOND AMENDED AND RESTATED AGREEMENT. This Agreement shall be of unlimited duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the 2020 Agreement which shall be of no further force or effect.

SECTION 3. DEFINITIONS.

bb. Administrator. The “Administrator” is the Principal designated from time to time by the Joint Board, to undertake all administrative functions on behalf of the Joint Board. The initial Administrator shall be the City of _____.

cc. Agreement. The “Agreement” is this Eastside Public Safety Communications Agency Joint Board Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

dd. Chief Executive Officer. The “Chief Executive Officer” with respect to any Principal is the individual designated as such by state law; for example, in a council-manager form of city government, the Chief Executive Officer is the city manager; in a council-mayor form of city government, the Chief Executive Officer is the mayor.

ee. EPSCA. “EPSCA” means the Eastside Public Safety Communications Agency, which was dissolved as a separate nonprofit corporation as of the effective date of this Agreement. The Joint Board is the successor to EPSCA.

ff. EPSCA PSERN Board Representative. The “EPSCA PSERN Board Representative” is the person selected by the Joint Board pursuant to Section 8 of this Agreement to represent the Original Principals on the PSERN Board.

gg. Joint Board. The “Joint Board” is the body established by Section 1 of this Agreement.

hh. Member. A “Member” or “Joint Board Member” is the individual representing a Principal on the Joint Board, whether the Chief Executive Officer of such Principal or his/her designated alternate.

ii. Original Principals. The “Original Principals” are the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, each of whom are party to the PSERN Operations Period ILA and have rights under that agreement to jointly appoint an EPSCA PERSN Board Representative.

jj. Principal. A “Principal” is a general purpose municipal corporation formed as a city under the laws of the state of Washington and has accepted the terms of and is a party to this Agreement.

kk. PSERN Agency. The “PSERN Agency” is the Puget Sound Emergency Radio Network Operator Agency, the governmental agency formed pursuant to the Operations Period ILA as a separate nonprofit corporation whose members are the parties to the Operations Period ILA.

ll. PSERN Operator ILA. The “PSERN Operator ILA” is the Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, effective _____, 2020.

mm. PSERN System. The “PSERN System” is the Puget Sound Emergency Radio Network System including the land mobile radio system constructed pursuant to

the Puget Sound Emergency Radio Network Implementation Period Interlocal Cooperation Agreement, by and among King County and the Cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle and Tukwila, entered into in 2015.

nn. PSERN Board. The “PSERN Board” is the four-member executive board governing operations of the PSERN Agency.

oo. Simple Majority Vote. A “Simple Majority Vote” of the Joint Board means a majority of the votes of the Members present constituting a quorum and voting, with each Member present and voting having one vote.

pp. Supermajority Vote. A “Supermajority Vote” means Joint Board approval of an item accomplished by securing affirmative votes of not less than two-thirds (66%) of all Members of the Joint Board in number.

SECTION 4. JOINT BOARD POWERS. The Joint Board shall have all powers allowed by law for a joint board administrative agency created under RCW 39.34.030, as it may be amended, in furtherance of the purpose of the Joint Board as set forth in Section 1.

SECTION 5. JOINT BOARD COMPOSITION AND OPERATION.

n. Composition. The Joint Board shall be composed of one (1) representative from each Principal, which representative shall be the Chief Executive Officer of each such Principal or his/her alternate as provided in Section 6.d. Such representatives are referred to as a Member or Members of the Joint Board.

o. Conditions for Serving on Joint Board. All Members and their alternates shall serve without compensation from the Joint Board. Members may serve only for such time as they are the duly appointed, acting or elected Chief Executive Officer of their respective Principal city.

p. Powers. The Joint Board shall have final decision-making authority upon all policy issues and shall exercise the powers described in Section 4. The Joint Board may delegate responsibility for execution of Joint Board policies and directives and for administrative decision-making to the Administrator.

q. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Joint Board when such Member is absent or unable to serve, provided that each such alternate must be previously designated and must have operational responsibilities within his or her respective agency.

r. Quorum. A simple majority of the Members (or their alternates) in number (excluding any Member which per Section 10 has given notice of withdrawal or has which been terminated by vote of the Joint Board) shall constitute a quorum of the Joint Board for purposes of doing business on any issue.

s. Voting. The Joint Board shall strive to operate by consensus. Except as otherwise described in Sections 6, 11, 12 or 13, all Joint Board decisions require a Simple Majority Vote for approval. A Member may not split his or her vote on an issue. No voting by proxies shall be allowed.

i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Joint Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 10.

t. Officers. The Joint Board shall have two officers, a Chair and Vice-Chair. It will be the function of the Chair is to preside at the meetings of the Joint Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Joint Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 31, 202__, whereupon a new Chair and Vice-Chair shall be elected by the Board. Annually thereafter, the Joint Board shall elect a new Chair and Vice-Chair for one-year terms commencing each June 1. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Joint Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Joint Board, provided that such persons shall not be Members of the Executive Board.

u. Staffing. The Administrator shall assign agency staff to support the Joint Board as it deems appropriate.

v. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once every six (6) months, at a time and place designated by the Chair of the Joint Board or by a majority of its Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Members upon giving all other Members not less than ten (10) days prior notice. In an emergency, the Joint Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Joint Board Members. Members (or alternates) may participate in meetings by telephone conference or other comparable means.

w. Joint Board Meeting Procedures. Unless otherwise approved by vote of the Joint Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Joint Board.

SECTION 6. AGREEMENTS WITH RESPECT TO PSERN AGENCY and PSERN OPERATOR ILA.

e. Selection of EPSCA PSERN Board Member, Designee and Alternate. The Original Principals have a joint right under the PSERN Operator ILA to select one PSERN Board member, his or her designee, and an alternate. The Original Principals agree to exercise this right as follows:

vii. Qualifications. The EPSCA PSERN Board Representative must be the Chief Executive Officer of one of the Original Principals. The designee and alternate of the EPSCA PSERN Board Representative as described in the PSERN Operator ILA are deemed by the Original Principals to be a single appointee (referred to as the "Alternate") and must similarly be the Chief Executive Officer of one of the Original Principals.

- viii. Term of Office. Both the EPSCA PSERN Board Representative and Alternate shall be appointed for two-year terms. No person may be so appointed in excess of three consecutive terms.
- ix. Powers. The EPSCA PSERN Board Representative and Alternate shall have all the rights and responsibilities outlined in the PSERN Operator ILA for members of the PSERN Board.
- x. Responsibilities. The EPSCA PSERN Board Representative and Alternate are expected to take all reasonable steps to keep Joint Board Members informed about the activities of the PSERN Agency and the PSERN Board, both in advance of major actions and to confirm decisions made by the PSERN Board. For this purpose, Executive Board meeting agendas shall include a standing item for report by the EPSCA PSERN Board Representative or Alternate. The EPSCA PSERN Board Representative and Alternate are encouraged to provide additional information regarding PSERN between Executive Board meetings as they deem appropriate.
- xi. Vacancies. The EPSCA PSERN Board Representative and Alternate shall provide reasonable advance written or email notice to the Joint Board Chair if they wish to or must step down from their positions prior to the end of their appointed terms. Within 30 days of the Chair's receipt of such notice or the next regular Joint Board meeting, whichever is sooner, the Chair shall convene the Joint Board for the purpose of filling any such vacancy.
- xii. Appointment and Removal Process. Except as otherwise provided in Section 6.b, the Original Principals representatives on the Joint Board shall select or remove the EPSCA PSERN Board Representative and Alternate, or fill any vacancies of such positions, at a duly noticed regular or special EPSCA Board Meeting. The affirmative vote of three (3) Original Principals' Joint Board Members is necessary to appoint a PSERN Board Representative or Alternate. A PSERN Board Representative or Alternate may be removed by a vote of four (4) of the Original Principals' EPSCA Board Members at a duly noticed Joint Board meeting.

f. Effect of Withdrawal of an Original Principal. If an Original Principal withdraws from this Agreement, but remains party to the PSERN Operator ILA, that Principal shall continue to participate in the selection or removal of the EPSCA PSERN Board Representative and Alternate by sending its Chief Executive Officer to Joint Board meetings where such selection or removal is to be taken up for consideration. The withdrawing Principal's Chief Executive Officer may serve as, and vote in the selection of, the EPSCA PSERN Board Representative or Alternate as if he or she were still a Member of the Joint Board. If an Original Principal withdraws from the PSERN Operator ILA, but remains party to this Agreement, its Joint Board Member shall not participate in the selection of the EPSCA PSERN Board Representative or Alternate, and its Chief Executive Officer may not serve in either capacity; and in this event, a vote of not less than sixty-six percent (66%) of the remaining Original Principal's Joint Board

Members is required to confirm or revoke the appointment of the EPSCA PSERN Board Representative or Alternate.

g. Approval of Amendments to the PSERN Operator ILA. The PSERN Operator ILA prescribes that the Original Principals are responsible to determine what constitutes legislative approval or disapproval from their respective cities when an amendment is proposed to the PSERN Operator ILA that cannot be approved by PSERN Board action, as further described in Section 15 of the PSERN Operator ILA. The Original Principals hereby agree that legislative approval when required shall require approval of the legislative bodies of all of the Original Principals remaining party to the PSERN Operator ILA.

SECTION 7. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES.

j. Budget Fiscal Year. The Joint Board's budget fiscal year shall be either the calendar year, or two calendar years as the Joint Board may determine. The "budget period" corresponds to the fiscal year or years so determined by the Joint Board.

k. Budget Approval. The Administrator shall develop the proposed operating budget for the next budget period. The budget shall include such costs as are reasonably necessary to reimburse the Administrator for its expenditures in connection with administering this Agreement and other expenses as may be proposed by the Joint Board. The Administrator shall present a proposed budget to the Joint Board by no later than June 30 prior to the commencement of the budget period. The Joint Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget, and forward same to Principals, no later than August 31. The budget shall be adopted by Majority Vote of the Joint Board effective no later than December 31 prior to commencement of the budget period, after confirmation of the approval by the legislative authorities of Principals of their respective shares of the budget, evidenced by resolution or other appropriate method received by the Joint Board no later than November 30 preceding the commencement of the budget period

l. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Joint Board as necessary from time to time after each Principal has approved its own budget in order to conform the Joint Board budget to the budgets adopted by the Principals and account for other operating changes.

m. Cost Allocation. Unless otherwise agreed by a Supermajority Vote of the Joint Board, the Joint Board budget shall be allocated equally between all Principals.

n. Payment of share of budget. Each Principal shall pay its share of the approved budget no later than February 15 of each year, or on such schedule as may otherwise be approved by the Joint Board.

o. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law, until paid. If a payment is more than three (3) months delinquent, the delinquent Principal shall not be entitled to vote until all delinquent payments together with interest have been paid. Withdrawal from this Agreement does not extinguish the obligation to pay the Joint Board for services, together with interest.

SECTION 8. JOINT BOARD FUND TO BE CREATED; PROPERTY, FUNDS, CONTRACTS AND SUPPORT SERVICES. The Administrator shall establish an

“Operating Fund of the EPSCA Joint Board,” in which all funds of the Joint Board shall be deposited and from which its expenses shall be paid. Any and all real and personal property of the Joint Board shall be held in the name of the Administrator for the benefit of the EPSCA Joint Board. The Administrator, with prior approval of the Joint Board, shall as necessary contract with appropriate third parties for any facilities and services necessary to the operation of the Joint Board.

SECTION 9. RETAINED POWERS OF PARTICIPATING AGENCIES. Each Principal shall retain the responsibility and authority for its operational departments with respect to any activities related to public safety radio dispatch and related services. .

SECTION 10. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

f. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Joint Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal’s membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

g. Time is of the essence in giving notice of termination and/or withdrawal.

h. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations under this Agreement.

i. A Joint Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Joint Board which termination is effective at a future date, shall be authorized to cast votes at the Joint Board only on budgets items to be implemented prior to the withdrawal or termination date.

SECTION 11. AMENDMENT OF AGREEMENT. This Agreement may be amended upon approval of a Supermajority Vote of the Joint Board, except that any amendment affecting the terms and conditions of membership on the Joint Board, voting rights of Joint Board members, powers of the Joint Board, Principal contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, expansion of the scope of services provided by the Joint Board (Sections 1 and 4), or the conditions of this Section shall require consent of the legislative authorities of all Principals. This Section shall not be construed to require unanimous consent for the addition of a new Principal or agreement to serve an additional agency or department of a Principal.

SECTION 12. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

e. This Agreement may be terminated upon the Supermajority Vote of Principals. The termination shall be by direction of the Executive Board wind up business by a specified date which date shall be at least ninety (90) days from the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

f. Upon termination of this Agreement,

g. all property acquired during the life of the Agreement remaining in ownership of the Joint Board shall be disposed of in the following manner:

- i. All real and personal property purchased pursuant to this agreement and all unexpended funds or reserve funds, net of all outstanding Joint Board liabilities, shall be distributed to those Principals still participating in Joint Board on the day prior to the termination date and shall be apportioned equally between the Principals.
 - ii. In the event outstanding liabilities of the Joint Board exceed the value of personal and real property and funds on hand, all Principals shall contribute to such liabilities in the same manner as which they would share in the distribution of properties and funds.
- h. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three (3) Principals remain party to this Agreement, then the Agreement shall terminate one (1) year from the first date that only three (3) Principals remain.
- i. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate any outstanding obligations of the Joint Board unless provision is made for those obligations.

SECTION 13. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS OF JOINT BOARD. Approval of the merger or consolidation of the Joint Board with another entity, or the sale of all or substantially all assets of the Joint Board, shall require the approval of Principals holding at least a Supermajority Vote of all Principals.

SECTION 14. DISPUTE RESOLUTION.

- a. Whenever any dispute arises between the Principals or between the Principals and the Joint Board (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.
- b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Joint Board and a representative(s) of the Principal(s) involved in the dispute.
- c. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.
- d. If the mediation process cannot be agreed upon within 30 days, or if all parties subject to the dispute agree within 30 days to proceed immediately to arbitration, then the dispute or concern shall be settled by binding arbitration in accordance with Rules of the American Arbitration Association and Mediation Service, or other agreed upon arbitration rules. The location of the arbitration shall be mutually agreed, and its proceedings will be governed by the laws of Washington. The arbitrator(s) shall be individual(s) skilled in the legal and business aspects of the subject matter of this Agreement. The cost of the arbitration shall be in the discretion of the arbitrator(s), provided, however, that no party shall be obliged to pay more than its own costs and the

cost of the arbitrator, if there is one arbitrator, or the costs of its own appointed arbitrator and the third arbitrator, if there are three arbitrators.

SECTION 15. INTERGOVERNMENTAL COOPERATION. The Joint Board shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of grant funds for equipment and operations and to enhance the effectiveness of public safety dispatch and public safety records operations and to minimize costs of said public service delivery.

SECTION 16. INDEMNIFICATION AND HOLD HARMLESS.

c. Each Principal shall defend, indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

d. Each Principal shall defend, indemnify and hold the Joint Board and its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Joint Board.

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

d. Each party shall give the other parties proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitees and will, upon the request of the indemnitees, allow the indemnitees to participate in the defense thereof, such participation to be at the expense of the indemnitees. The indemnitees will in any case cooperate fully with the indemnitor in the defense and will, at their expense, provide all relevant documents, witnesses and other assistance within their possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitees without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement, a Principal's withdrawal from the Joint Board, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 17. INSURANCE. The Joint Board shall obtain and provide insurance, to the extent practicable, against loss or liability for the actions of the Joint Board, Operations

Board, Executive Director and staff. To the extent practicable, all Principals shall be named as additional insureds on any policy, including pool insurance.

SECTION 18. NOTICE. Notices required to be given to the Joint Board under the terms of this Agreement shall be directed to the following unless all parties are otherwise notified in writing:

Chair, EPSCA Joint Board
c/o his/her Principal agency's address

Notices to Principals or Members required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission), telegram, or personal delivery. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Joint Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

SECTION 19. VENUE. The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle.

SECTION 20. FILING. As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 21. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 22. SEVERABILITY. The invalidity or any clause, sentence, paragraph, subdivision, Section or portion of this Agreement shall not affect the validity of the remainder of the Agreement.

SECTION 23. RATIFICATION. All prior acts taken by the Principals and the Joint Board consistent with this Agreement are hereby ratified and confirmed.

SECTION 24. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE. This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of _____, subject to prior filing of same as required by Section 20 hereof, and further subject to the

DRAFT form of Successor Interlocal Agreement

Agreement having been executed on or prior to such date by all Principals party to the Second Amended and Restated Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each Principal on the dates set forth below.

City of Bellevue

City of Issaquah

City Manager

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Kirkland

City of Mercer Island

City Manager

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Redmond

Mayor

Date

Approved as to Form:

City Attorney

Date: _____



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Smitha Krishnan, IT Director
Xiaoning Jiang, IT Deputy Director

Date: 01/07/2021

Subject: IT Stabilization Implementation Update #4

RECOMMENDATION

It is recommended that the City Council receive a quarterly update on the Information Technology (IT) Stabilization Project, which has been in implementation since September 2019. As a reminder, the goals of this project are:

1. Improve reliability and reduce downtime in IT operations and services
2. Continue to shift towards a mature and proactive IT culture

In December 2020, Phase 1 of Implementation was completed.

BACKGROUND DISCUSSION

At the last update to City Council in September 2020, the IT Department provided an overview of the key areas of focus for IT Stabilization:

1. Risk Mitigation Activities
2. IT Service Management (ITSM) Solution
3. IT Security Strategy and Roadmap

This memo provides an update on activities completed in the above areas since the last update. Additionally, the memo provides an overview of major accomplishments by the IT Department in 2020.

Quick Update on Operational Stability

The increased focus on IT's Operational Stability is best reflected by a Key Performance Indicator (KPI) for IT Operations, which is the number of **Major** and **Priority 1** incidents per month. The table below records the number of Major and Priority 1 incidents for 2020.

Month	Major Incidents ¹	Priority 1 Incidents ²	Total
Jan	3	3	6
Feb	1	3	4
March	0	3	3
April	0	2	2
May	0	2	2
June	0	2	2
July	0	0	0
August	1	0	1

Sept	2	1	3
Oct	0	0	0
Nov	1	0	1
Dec	1	0	1
1. A Major Incident impacts multiple systems and has a large organizational impact. E.g. Network Down.			
2. A Priority 1 Incident impacts a mission-critical system with multiple users and no workaround available.			

Based on the data collected in 2020, the target for the City of Kirkland has been established as **≤ 3 for Major + Priority 1 incidents per month**. Additionally, the department has formally adopted "Incident Management" best practices and data will be recorded for the following incident types in IT's new IT Service Management Platform, SummitAI, which was launched in December 2020.

Incident Priority	Description	Target to Declare Incident	Target to Resolve Incident and Restore Service
P0 – Major Incident	Impact is Citywide or to Multiple Departments (E.g. Network down, Internet or Remote Access unavailable, etc.)	15 min	2 hours
P1 – High	Multiple Users with No Workaround available (E.g. Lucity or other Mission-Critical System is unavailable)	30 min	4 hours
P2 – Medium	Multiple Users with Workaround	90 min	8 hours
P3 - Low	Single User with No Workaround	2 hours	5 business days
P4 – Very Low	Single User with Workaround	2 hours	10 business days

Overview of IT's Major Accomplishments in 2020

Like the rest of the City, 2020 was a challenging year for the IT Department due to the COVID-19 pandemic. However, staff still delivered as planned on several key projects and initiatives, highlighted below.

No.	Project/Initiative	Date
1	Supported shift to a primarily remote City workforce	February – March 2020
2	Deployed a secure remote solution for Police Staff	February 2020
3	Optimized and reduced monthly operating costs in Azure	February – July 2020
4	Replaced on-prem storage for the City, also vacating rental space at the City of Bellevue	May 2020
5	Developed City's first formal Security Strategy and Roadmap	September 2020
6	Upgraded City's Phone System and introduced Jabber client for remote calling	September 2020
7	Deployed a new solution for Fleet and Surface Water management	September 2020
8	Received 3 NATOA Awards of Distinction for excellence in broadcast, cable, multimedia and electronic programming produced by the City	September 2020
9	Launched new Digital Evidence Storage Solution for Police	October 2020
10	Implemented OCourt to streamline virtual hearings for Municipal Court	November 2020
11	Launched new City Website	December 2020
12	Launched IT's new Service Management Platform and Customer Portal	December 2020

Update on Stabilization Implementation

1. Risk Mitigation Activities

As part of the IT Work Plan for 2020, several risks were mitigated and lowered to acceptable risk levels. These risks are tracked in IT's Risk Register, which was created in Q1 2020. The register is reviewed and updated by IT Management on a quarterly basis. The table below shows the distribution of risks as identified in Q1 2020 and the updated risks in January 2021. The table illustrates that several "High" and "Moderately" high risks have been successfully mitigated and shifted to a lower risk severity.

Risk Severity	As assessed in Q1 2020	As assessed in Q1 2021
High	47	31
Moderately High	31	26
Moderate	6	9
Moderately Low	1	10
Low	0	9
Total	85	85

Some key risks mitigated in 2020 are highlighted below.

Risk Category	Description	Risk Response
Vendor/Product Risk	The City's former Content Management System for the City's website was not supported by the vendor, and not on the current version, making it more prone to outages and cyber-attacks.	Risk was mitigated in two steps: <ol style="list-style-type: none"> 1. The former CMS was upgraded to its most current version. 2. The CMS was replaced, and the new City Website was launched in December 2020
Operations Risk	<ul style="list-style-type: none"> • Lack of documentation to efficiently run day-to-day operations in IT • Lack of standardized processes that follow industry standards and best practices to efficiently manage IT service delivery 	Risks have been partially (50-60%) mitigated through the implementation of the City's new ITSM platform and Security Strategy and Roadmap. These risks will continue to be addressed in 2021.
Operations Risk	Knowledge gaps within and across teams on network tier, applications tier, and security.	Risks have been partially (70%) mitigated through the following activities: <ol style="list-style-type: none"> 1. IT Staff received ITIL Foundation 4 Training, an industry standard. 2. IT Staff were trained on the new ITSM platform with expectations to adhere to newly established SLAs for Incident and Service Management. 3. IT Staff participated in their first tabletop exercise simulating a cyberattack. These risks will continue to be addressed in 2021.
Operations Risk	In Q1 2020, the City experienced 3 outages as a result of a network storm in the local fiber loop connecting Kirkland to Bellevue, Redmond and Lake	Risks were mitigated by targeted actions taken by the Network Team. This resulted in increased network stability since Q1 2020.

	Washington School District. Additionally, we had more outages due to the network switches at City Hall being flooded. The entire City network, Express Route, Phones, City buildings, local loop connection to Bellevue, etc. are routed through these switches.	
Compliance and Security Risk	All IT system administration accounts and service accounts were stored in one application. Additionally, access permission to the application was not granted properly and several of the system accounts were not up to date.	Risk was mitigated by re-implementing access permissions based on industry best practices such as segmentation by functional workgroup. All passwords were also verified and made current.

In Q4 2020, the Risk Register was updated with 97 new security related risks as a result of the security assessment conducted by a third-party. Of these, only 4 were "High" severity and majority where "Moderate" to "Low" severity risks. One of the 4 "High" Priority risks was resolved in Q4 2020. The table below provides more information on the remaining "High" severity risks and IT's plan to mitigate these.

	Risk Description	Mitigation Task(s)	Timeline
1.	The City does not own an on-premise vulnerability scanning product or service to increase the internal scanning frequency to at least quarterly. The IT Department also does not have sufficient staff to follow up and mitigate issues raised from these scans.	IT Department purchased a vulnerability scanning tool in Q1 2020 for implementation in Q1 2021. As part of the 2021-22 Budget, an Information Security Analyst Position was added to the Network and Desktop Services Team. This position will be filled externally in Q1 2021.	Q1 2021
2.	The City does not have an IT Business Continuity Plan in place that has been agreed upon by customers.	This is a key deliverable in IT's 2021 Security Work Plan	Q2-Q3 2021
4.	The City does not have a formal security monitoring platform for the network, including log event analysis, intrusion detection alerting, and review of aberrational traffic and event patterns.	As part of the 2021-22 Budget, the purchase of a Security Incident and Event Management (SIEM) platform has been funded. This is a key deliverable in IT's 2021 Security Work Plan.	Q3-Q4 2021

IT's work plan for 2021 will continue to mitigate higher-severity risks as part of the ITSM implementation, Security program and other key projects.

2. IT Service Management (ITSM) Solution

The implementation team, led by IT Deputy Director Xiaoning Jiang, went live with Phase 1 of this project on December 14th, 2020. This included the following modules:

- a. Incident Management
- b. Service Request Management
- c. Knowledge Base
- d. Customer Portal
- e. Internal Dashboards and Reports

The implementation also included the development of service level agreements or SLAs tied to these modules, templates, automated workflows, Standard Operating Procedures (SOPs) and training of IT Staff. With this implementation, the IT Department now has the ability to gather data to track and report on the following Key Performance Indicators (KPIs) for IT Operations and Services in alignment with industry best practices:

No.	Key Performance Indicator (KPI)	Target ¹
1	Mean Time to Incident Resolution for P0 to P2	6 hours
2	Mean Time to Incident Resolution Target Met	80%
3	Mean Time to Service Resolution for P1 & P2	32 hours (4 Business Days)
4	Mean Time to Service Resolution Target Met	80%
5	P0 (Major) plus P1 (High Priority) Incidents	≤3 per month
6	First Call Resolution	50%
1. Targets may be modified or refined after reviewing the first year's (2021) operating data.		

The 2021 IT work plan includes the deployment of the following ITSM modules:

1. Change Management
2. Configuration Management
3. Asset Management

The 2021 work plan also includes implementing a solution for IT Operations Management (ITOM) as Phase 3 of the ITSM Implementation. This encompasses purchasing and deploying a consolidated solution to manage the provisioning, capacity, and performance of the City's network as well as applications and systems. Funding for Phase 3 was approved by City Council as a Service Package in the 2021-22 Budget.

3. Security Strategy

As reported to Council previously, IT engaged CI Security to develop an Information Security Management Strategy and Roadmap for the City of Kirkland in September 2020. This effort was led by Donna Gaw, IT Manager for Security and Service Management. As part of the Security Strategy, the team met the following milestones in 2020:

1. Measured the City's cybersecurity maturity level based on industry standard
2. Developed a Security Work Plan for 2021-22 with corrective actions as identified by the vendor
3. Developed and adopted the Incident Management Plan and Policy
4. Developed six playbooks to respond to most likely cyber security incidents
5. Conducted a tabletop (TTX) exercise with all IT staff and key stakeholders from departments
6. Purchased a tool (NESSUS Professional) for vulnerability scanning
7. Developed RFP for Security Incident and Event Management (SIEM) to be purchased and implemented in 2021
8. Documented City's Network Perimeter Security
9. Completed an assessment of City's cybersecurity insurance policy. Ensured that the City is well-protected with regards to coverage for potential cybersecurity incidents.
10. Deployed Role-Based Access (RBAC) within the department – 85% complete. Completion in Q1 2021.
11. Migrating users to a more current and secure remote connectivity solution. (GlobalProtect) – 85% complete. Completion in Q1 2021.

IT's Security Work Plan for 2021 will focus on the following key tasks and projects:

- a. Conduct annual penetration test by third-party – Q2 2021

- b. Develop a business continuity and disaster recovery plan with a key focus on security - Q2-Q3 2021
- c. Purchase and implement a solution for Security Incident and Event Management (SIEM) – Q2 to Q4, 2021
- d. Implement quarterly TTXs for IT staff and key stakeholders
- e. Update IT Policies to account for the “new normal” that has risen in the wake of the pandemic. Add SOPs to align with the policies.
- f. Hire an Information Security Analyst to execute the security-related work plan items – Q1 2021
- g. Create a cross-departmental security governance committee to keep the City’s Leadership informed of security risks – Q1 2021

Conclusion/Next Steps:

The IT Department will continue to provide quarterly updates to City Council on the following areas:

Ref.	Focal Area	Activity	By April Council Meeting
1	ITSM Phase 2 Implementation Update	Progress on implementation of Phase 2 of ITSM solution	✓
2	Risk Management	Progress on Network Infrastructure Replacement Project, and other risk mitigation tasks/projects	✓
3	Information Security Strategy and Roadmap	Progress on 2021 security work plan items	✓

**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: Archie Ferguson, Fleet Manager
Ray Steiger, PE, Superintendent
Julie Underwood, Director of Public Works

Date: January 7, 2021

Subject: DECLARATION OF SURPLUS VEHICLES AND EQUIPMENT AND RATIFICATION OF PRIOR ACTIONS

RECOMMENDATION:

It is recommended that the City Council approve the declaration of surplus vehicles and equipment identified in this staff report, removing them from the City's Equipment Rental Fund replacement schedule, and also ratify the actions that were taken to dispose of these items prior to Council authorization.

Approval of this item on the Consent Calendar will authorize the disposal of surplus vehicles and equipment and ratify the prior disposal actions.

BACKGROUND DISCUSSION:

The surplus of vehicles and equipment that have been replaced with new vehicles or equipment, or which no longer meet the needs of the City, is consistent with the City's Equipment Rental Fund replacement schedule policy. Under that policy, if a declaration of surplus is approved by City Council then vehicles and/or equipment are sold or disposed of in accordance with the *Kirkland Municipal Code*, Chapter 3.86, "Sale and Disposal of Surplus Personal Property."

Once a vehicle or piece of equipment is scheduled for replacement through the budget process, Fleet Management staff utilizes specific criteria to evaluate the vehicle or equipment prior to making a final recommendation for disposing of it. Among the replacement criteria considered are:

- Wear and tear on the engine, drive train, and transmission;
- Condition of the structural body and major component parts;
- The vehicle's frequency and nature of past repairs;
- Changes in the vehicle's mission as identified by the Department that it serves;
- Changes in technology;
- Vehicle right-sizing;
- The impact of future alternative fuels usage; and/or
- Specific vehicle replacement funding accrued.

The decision to recommend replacement of a vehicle requires the consensus of the Fleet Management staff and the department that it serves. Vehicles should be replaced close to the point where major repairs and expenses are anticipated to occur in order to maximize their usefulness without sacrificing resale value. Consideration of the vehicle's established accounting life (replacement cycle) is a key factor in that evaluation.

The replacement cycle of a given vehicle or piece of equipment is its years of anticipated useful life for the City. The replacement cycle enables staff to calculate a schedule and a fee to charge the home department so that the Equipment Rental Fund has sufficient resources to purchase a similar replacement if and when a replacement is needed. The replacement cycle is a guideline; the actual longevity of specific vehicles and equipment often varies somewhat from the established cycle based on the criteria listed above.

An outcome of the 2020 Fleet Rate Study was that most of our replacement cycles have been increased slightly to better reflect the actual life experienced by Kirkland's fleet. The City's updated replacement cycles are as follows:

<u>Vehicle description</u>	<u>Prior replacement cycle</u>	<u>Current replacement cycle</u>
Mowers/Field rakes	4 years	6 years
Patrol police cars	4 years	5 years
Small equip/motorcycles	6 years	8 years
Vehicle/pickups	8 years	10 years
Large equipment	10 years	12 years
Dump trucks/vans	12 years	14 years
Trailers	15 years	17 years
Fire apparatus	18 years	18 years

Based on the considerations and criteria reviewed in this staff report, the following vehicle and equipment are recommended for surplus, and in this case the surplus actions have occurred.

<u>Fleet #</u>	<u>Year</u>	<u>Make & Model</u>	<u>License</u>	<u>Hours/ Miles</u>
F-14x	2004	Ford F450 4WD Flat-Bed	39847D	47036
PU-69	2007	Ford F150 2WD	44147D	64780
PU-101	2011	Ford Escape AWD	53009D	25099
PU-110	2012	Ford F250 4WD	55017D	165797
TL-03	1996	Trail King Trailer	22140D	N/A

Unit F-14X was assigned to the Public Works Department; the Unit, which was classified as a Vehicle/Pickup in the replacement cycle schedule, exceeded the replacement cycle of 8 years by six years (Prior Cycle).

Unit PU-69 was assigned to the Parks Department; the Unit, which was classified as a Vehicle/Pickup in the replacement cycle schedule, exceeded the replacement cycle of 8 years by five years (Prior Cycle).

Unit PU-101 was assigned to the Public Works Department; the Unit, which was classified as a Vehicle/Pickup in the replacement cycle schedule, completed the assigned replacement cycle of 8 years (Prior Cycle).

Unit PU-110 was assigned to the Public Works Department; the Unit, which was classified as a Vehicle/Pickup in the replacement cycle schedule, completed the replacement cycle of 8 years (Prior Cycle).

Unit TL-03 was assigned to the Public Works Department; the Unit, which was classified as a Trailer in the replacement cycle schedule, exceeded its replacement cycle of 15 years by four years (Prior Cycle).

The *Kirkland Municipal Code* requires the Council to authorize the disposal of surplus vehicles and equipment prior to their sale or disposal [KMC 3.86.030(a)(4)]. Though the quantity varies from year to year, Kirkland usually surpluses two to three dozen vehicles or pieces of equipment each year.

In preparation for the City's annual audit, Finance staff worked with Fleet staff to review the vehicles and equipment that had been surplused in calendar year 2020 and gather related documentation. While doing so, it was discovered that five items—the ones listed in this staff report—had been disposed of without first obtaining the Council's authorization. The five items had been disposed of at different times during 2020, though except for not obtaining the Council's authorization prior to disposal, the items met all the appropriate criteria to be surplused, and every other regular step and procedure were followed. Staff regrets this oversight, and the failure to seek Council approval is an anomaly.

To prevent this from re-occurring, Fleet staff will be adding a checkbox to the Lucity database (City's asset management and work order system) that will identify whether City Council authorization has been obtained to surplus an item. If that checkbox is not checked, then Lucity will not allow the vehicle or equipment to be placed in sold/inactive status. In the past, staff has relied on Council action on staff reports such as this one to confirm authorization has been given prior to disposal. The additional checkbox in Lucity will provide a double check.

The items were disposed of as follows:

- Unit PU-69 went to auction in January of this year;
- TL-03 went to auction in February; and
- PU-101, PU-110, and F-14X went to auction in May.

By this action, staff asks the Council to declare the vehicles and equipment identified above to be surplused and seeks further the Council's ratification of prior actions that led to their disposal.



CITY OF KIRKLAND
Department of Finance & Administration
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MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: January 7, 2021

Subject: December 2020 Sales Tax Revenue

Background

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

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

December 2020 vs. December 2019

Business Sector Group	December		Dollar Change	Percent Change	Percent of Total	
	2019	2020			2019	2020
Services	315,152	335,075	19,923	6.3%	13.5%	14.2%
Contracting	745,430	642,258	(103,172)	-13.8%	31.9%	27.3%
Communications	40,504	36,056	(4,448)	-11.0%	1.7%	1.5%
Retail:						
Auto/Gas Retail	371,084	435,360	64,276	17.3%	15.9%	18.5%
Gen Merch/Misc Retail	230,337	246,964	16,627	7.2%	9.9%	10.5%
Retail Eating/Drinking	157,804	135,875	(21,929)	-13.9%	6.8%	5.8%
Other Retail	264,346	307,126	42,780	16.2%	11.3%	13.0%
Wholesale	101,756	101,496	(260)	-0.3%	4.4%	4.3%
Miscellaneous	108,853	113,742	4,889	4.5%	4.7%	4.8%
Total	2,335,266	2,353,952	18,686	0.8%	100%	100%

Comparing December 2020 to December 2019, sales tax revenue is up \$18,686, or 0.8 percent. The most significant growth occurred in Auto/Gas Retail (up \$64,276 or 17.3 percent), Other Retail (up \$42,780, or 16.2 percent), Services (up \$19,923 or 6.3 percent), and Gen Merch/Misc Retail (up \$16,627, or 7.2

percent). Noteworthy declines occurred in Contracting (down \$103,172, or 13.8 percent) and Retail Eating/Drinking (down \$21,929, or 13.9 percent).

YTD 2020 vs. YTD 2019

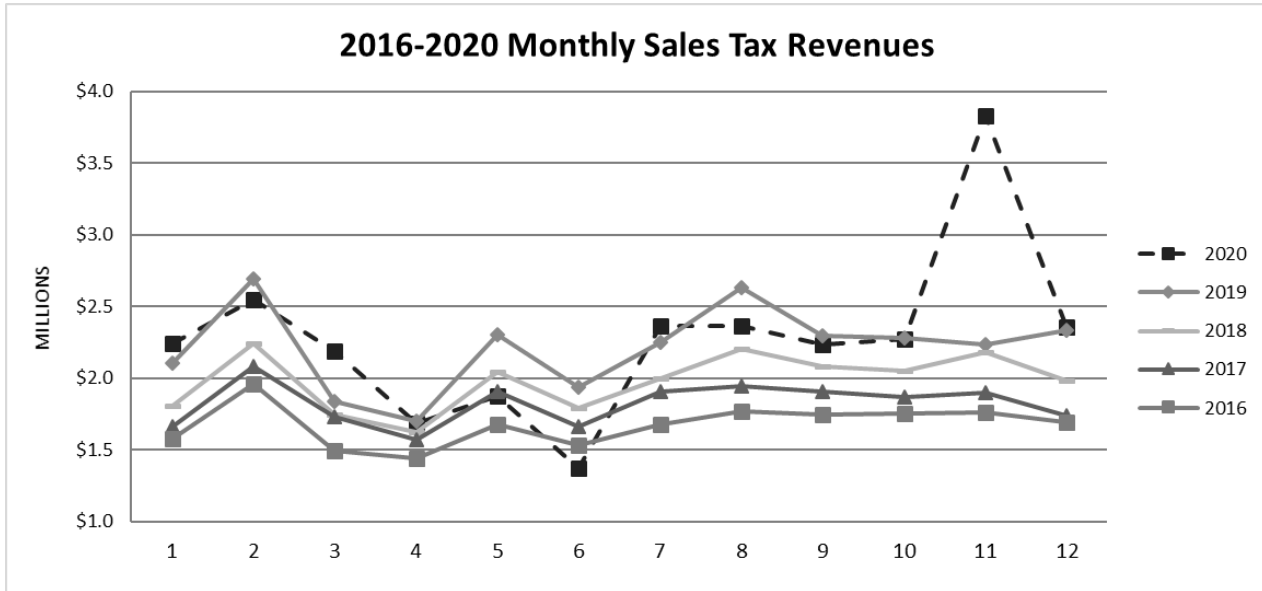
Business Sector Group	YTD		Dollar Change	Percent Change	Percent of Total	
	2019	2020			2019	2020
Services	3,469,873	3,622,151	152,278	4.4%	13.0%	13.3%
Contracting	6,804,494	6,778,768	(25,727)	-0.4%	25.6%	24.8%
Communications	705,256	460,897	(244,359)	-34.6%	2.7%	1.7%
Retail:						
Auto/Gas Retail	5,061,760	4,675,993	(385,767)	-7.6%	19.0%	17.1%
Gen Merch/Misc Retail	2,704,334	2,905,877	201,542	7.5%	10.2%	10.6%
Retail Eating/Drinking	1,871,460	1,489,574	(381,886)	-20.4%	7.0%	5.5%
Other Retail	3,116,749	3,441,186	324,437	10.4%	11.7%	12.6%
Wholesale	1,156,380	1,167,085	10,705	0.9%	4.3%	4.3%
Miscellaneous	1,712,061	2,788,137	1,076,076	62.9%	6.4%	10.2%
Total	26,602,368	27,329,667	727,299	2.7%	100%	100%

Comparing 2020 to 2019, **year-to-date (YTD) sales tax revenue is up \$727,299, or 2.7 percent.** However, 2019 includes two large back tax payments totaling \$458,733 from the Communications and Miscellaneous business sectors, while 2020 includes \$1,384,689 in back payments from the Miscellaneous sector as discussed in the November memo.

Looking at business sectors, the most significant growth occurred in Miscellaneous (up \$1,076,076, or 62.9 percent), Other Retail (up \$324,437, or 10.4 percent) and General Merchandise/Miscellaneous Retail (up \$201,542, or 7.5 percent), and Services (up \$152,278, 4.4 percent). The growth in Other Retail has been led by the Electronics sub-sector.

Noteworthy declines occurred in Auto/Gas Retail (down \$385,767, or 7.6 percent), Retail Eating/Drinking (down \$381,886, or 20.4 percent), and Communications (down \$244,359, or 34.6 percent). The significant decline in Communications relates to back tax payments of \$210,211, which were received in July 2019. Retail Eating/Drinking is down due to the Governor's stay-at-home order, which was in effect from March 25th to May 31st, and renewed on November 17th and remains in place indefinitely until COVID cases improve across Puget Sound. Beyond these orders, social distancing requirements remain in place since March 2020 that limit the number of customers that can be served.

The chart below shows Kirkland’s monthly sales tax revenue through December 2020 compared to the prior four years.



2020 Sales Tax Budget to Actuals Comparison

Given the large back payment from the Miscellaneous sector received in November 2020, sales tax receipts do not directly reflect the relative strength of 2020 taxable retail activity in Kirkland. Below are the year-to-date (YTD) budget to actuals for sales tax revenue with and without the \$1,384,689 back payment. Note that the 2020 budget of \$23,130,166 reflects the City’s modified two-year sales tax lag policy (2020 budget = 2018 estimate).

Forecast Scenario	2020 YTD Actual	2020 Budget	% Received
2020 Thru December including \$1.38 mil Miscellaneous Back Payment	\$27,329,667	\$23,130,166	118.2%
2020 Thru December without \$1.38 mil Miscellaneous Back Payment	\$25,944,978	\$23,130,166	112.2%

*2019 YTD actual sales tax revenue (i.e., January-December) = \$26,602,368 or 107.2 percent of the 2019 budget.

Overall, this shows that even without the back payment, 2020 YTD sales tax revenue is ahead of the adopted budget on a budget-to-actual basis with revenue at 112.2 percent of budget.

Key Economic Indicators

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

Indicator	Most Recent Month of Data	Unit	Month			Yearly Average	
			Previous	Current	Change	2019	2020
Consumer Confidence							
Consumer Confidence Index	December	Index	92.9	88.6	(4.3)	128.1	101.1
Unemployment Rate							
National	November	%	6.9	6.7	(0.2)	3.7	8.2
Washington State	October	%	7.8	5.5	(2.3)	4.5	8.7
King County	October	%	6.9	4.7	(2.2)	3.0	7.7
Kirkland	October	%	5.5	4.0	(1.5)	2.9	6.4
Housing							
New House Permits (WA)	October	Thousands	50.9	42.2	(8.7)	48.7	44.4
Case-Shiller Seattle Area Home Prices	October	Index	280.3	283.4	3.1	252.2	271.0
Inflation (CPI-W)							
National	November	% Change	1.3	1.3	0.0	1.7	1.2
Seattle	October	% Change	2.4	2.1	(0.3)	2.1	1.9
Car Sales							
New Vehicle Registrations	November	Thousands	23.3	24.0	0.7	23.7	19.4

The **Consumer Confidence Index** decreased from 92.9 in November to 88.6 in December. The 2020 average is 27.0 points below the 2019 average.

The national **Unemployment Rate** dropped from 6.9 percent in October to 6.7 percent in November while the Washington State unemployment rate decreased from 7.8 percent in September to 5.5 percent in October, after hitting a high of 16.1 percent in April. King County's unemployment rate dropped from 6.9 percent in September to 4.7 percent in October, and Kirkland's unemployment rate fell from 5.5 percent in September to 4.0 percent in October.

New Housing Permits in Washington State have decreased from 50,900 in September, to 42,200 in October and the 2020 average sits 4,300 below the 2019 average. The **Case-Shiller Home Price Index** saw an increase of 3.1 points in October, and the 2020 average is 18.8 points above the 2019 average, reflecting a strong housing market despite the pandemic.

Inflation, as measured by the CPI-W, in the U.S. stayed constant relative to October at 1.3 percent in November, after going negative in May. For the Seattle-Tacoma-Bellevue region, the CPI-W decreased from 2.4 percent in September to 2.1 percent in October.

New Vehicle Registrations increased by 700 from October to November, but the 2020 average is 4,300 below the 2019 average.



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager
From: Michael Olson, Director of Finance and Administration
George Dugdale, Financial Planning Manager
Kevin Lowe Pelstring, Budget Analyst
Date: January 7, 2021
Subject: Monthly Financial Dashboard Report through November 30, 2020

RECOMMENDATION:

It is recommended that the City Council receive the monthly Financial Dashboard Report for November 2020.

BACKGROUND DISCUSSION

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. It is even more important during the current COVID-19 pandemic and associated economic impacts to closely track the City's revenues and expenditures.

We see the continued effects of COVID-19 and the Governor's 'Safe Start' restrictions reflected in this report. Total General Fund revenues are 98.7 percent of budget, which is modestly above the 91.7 percent budget threshold, but down 0.7 percent relative to the same period in 2019 mostly due to net effect of strong Sales Tax revenue (primarily from a very large excise audit back payment) and significant decline in Development Fees described below. Total Expenditures are 90.8 percent of budget and in line with the 91.7 percent budget threshold primarily due to position vacancy savings balanced by COVID-19 related expenses—some of which are reimbursable.

The November results include Sales Tax revenues through September. Relative to the same period in 2019, Sales Tax is up 2.9 percent due to the following business sectors, which comprise about 47 percent of total revenues: Miscellaneous (up \$1,071,218, or 66.8 percent), Other Retail (up \$281,673, or 9.9 percent) and General Merchandise/Miscellaneous Retail (up \$184,915, or 7.5 percent), and Services (up \$132,632, 4.2 percent). Much of this apparent growth is due to a \$1.4 mil one-time payment from an excise audit in the Miscellaneous sector. These gains are offset somewhat by losses in the following business sectors, which comprise about 21.4 percent of total revenues: Auto/Gas Retail (down \$450,043, or 9.6 percent), Retail Eating/Drinking (down \$359,958, or 21.0 percent), and Communications (down \$239,911, or 36.1 percent).

Development Fees are 84.8 percent of budget, which is modestly below the 91.7 percent budget threshold, and are down 14.6 percent relative to the same period in 2019 primarily due to the COVID-19 shutdown and the unusually high level of development activity in 2019 at the Totem Lake and Kirkland Urban sites. According to the Planning & Building Department, there is a backlog of work that staff is currently working through, and there are many permits which are ready to be issued. As a result, staff expects Building fees to meet or exceed budget by the end of the year with Planning revenue likely falling under budget.

January 13, 2021

Page 2

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.

November 2020 Financial Dashboard
January 6, 2021

Revenues (through 11/30/20):

- General Fund Revenues** are 98.7 percent of budget, which is modestly above the 91.7 percent budget threshold but slightly lower than normal, primarily due to the negative economic impact of COVID-19 on Development Fees and lower than expected Utility Taxes. Typically, General Fund Revenues are 99.0-102.0 percent of budget due to the net effect of the City's conservative Sales Tax budgeting policy and the timing of Property Tax distributions by King County. Relative to the same period in 2019, General Fund Revenues are down 0.7 percent mostly due to significant declines in Development Fees (-14.6 percent).
- Sales Tax** is 108.0 percent of budget, which is significantly above the 91.7 percent budget threshold despite COVID-19 economic impacts, primarily due to the effect of the City's modified two-year sales tax lag policy and a \$1.4 million back payment in the Miscellaneous sector received in November from an excise tax audit. Relative to the same period in 2019, Sales Tax is up 2.9 percent due to the following business sectors, which comprise about 47 percent of total revenues: Miscellaneous (up \$1,071,218, or 66.8 percent), Other Retail (up \$281,673, or 9.9 percent) and General Merchandise/Miscellaneous Retail (up \$184,915, or 7.5 percent), and Services (up \$132,632, 4.2 percent). These gains are offset somewhat by losses in the following business sectors, which comprise about 21.4 percent of total revenues: Auto/Gas Retail (down \$450,043, or 9.6 percent), Retail Eating/Drinking (down \$359,958, or 21.0 percent), and Communications (down \$239,911, or 36.1 percent). Note that 2019 also included two large back tax payments totaling \$458,733 from the Communications and Miscellaneous business sectors. As a reminder, there is a two-month lag between when Sales Tax is generated and when it is distributed to the City (i.e., November receipts are for September retail activity).
- Property Taxes** are 100.2 percent of budget, which is modestly above the 91.7 percent budget threshold. King County typically distributes Property Taxes to cities primarily in April-May and October-November, so the amount received through November 30 represents almost all the property taxes expected.
- Utility Taxes** are 86.4 percent of budget, which is modestly below the 91.7 percent budget threshold. Relative to the same period in 2019, Utility Taxes are down 2.1 percent due to the net effect of a 1.6 percent increase in Gas Utility Taxes (driven by a 14.0 percent increase in residential gas rates that took effect on November 1, 2019), a 9.4 percent increase in Solid Waste Utility Taxes, a 16.2 percent decrease in Telephone Utility Taxes (reflecting an ongoing, double digit downward trend), and a 12.3 percent decrease in TV Cable Taxes.
- Development Fees** are 84.8 percent of budget, which is modestly below the 91.7 percent budget threshold, and are down 14.6 percent relative to the same period in 2019, primarily due to the COVID-19 shutdown and the unusually high level of development activity in 2019 at the Totem Lake and Kirkland Urban sites. According to the Planning & Building Department, there is a backlog of work that staff is currently working through, and there are many permits which are ready to be issued. As a result, staff expects Building fees to meet or exceed budget by the end of the year with Planning revenue likely falling under budget.
- Business Fees** are 104.7 percent of budget, which is significantly above the 91.7 percent budget threshold, partially 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 11/30/20):

- General Fund Expenditures** are 90.8 percent of budget, which is right in line with the 91.7 percent budget threshold, with position vacancy and other budget savings offsetting unbudgeted expenditures related to COVID-19.
- General Fund Salaries/Benefits** are 88.3 percent of budget, which is slightly below the 91.7 percent budget threshold, due to position vacancy savings. In particular, seasonal hires are down significantly in Parks & Community Services due to COVID-19 restrictions.
- Fire Suppression Overtime** is 189.2 percent of budget, which is roughly twice the 91.7 percent budget threshold, partially due to overtime incurred from COVID-19 quarantine procedures for firefighters and the deployment of some firefighters to support wildland fire suppression. Since the beginning of July, Fire Suppression Overtime has averaged 3,200 hours of overtime per month, well above the average of around 1,300 hours per month for the first 6 months of the year (which included COVID-related overtime). Relative to the same period in 2019, it is up 26.5 percent.

City of Kirkland Financial Dashboard									
Annual Budget Status as of 11/30/2020									
Budget Threshold (% Complete) : 91.7%									
	2020 Budget	Year-to-Date Actual 2020	% Received/ % Expended	November YTD	October YTD	Year-to-Date Actual 2019	YTD Change: 19 to 20		
						\$	%		
General Fund									
Total Revenues	104,165,437	102,765,434	98.7%			103,462,000	(696,566)	-0.7%	
Total Expenditures	106,192,764	96,434,641	90.8%			86,722,201	9,712,440	11.2%	
Key Indicators (All Funds)									
<i>Revenues</i>									
Sales Tax	23,130,166	24,975,715	108.0%			24,267,102	708,613	2.9%	
Property Taxes	19,995,776	20,026,413	100.2%			19,455,095	571,319	2.9%	
Utility Taxes	14,211,368	12,281,141	86.4%			12,548,858	(267,716)	-2.1%	
Development Fees	11,282,715	9,565,702	84.8%			11,206,584	(1,640,882)	-14.6%	
Business Fees	3,682,887	3,856,765	104.7%			3,726,277	130,489	3.5%	
Gas Tax	1,935,654	1,476,500	76.3%			1,660,564	(184,064)	-11.1%	
<i>Expenditures</i>									
General Fund Salaries/Benefits	74,197,930	65,548,433	88.3%			62,834,517	2,713,916	4.3%	
Fire Suppression Overtime	861,545	1,629,709	189.2%			1,288,785	340,924	26.5%	
Contract Jail Costs	539,630	293,712	54.4%			312,666	(18,953)	-6.1%	
Fuel Costs	604,912	282,932	46.8%			389,830	(106,898)	-27.4%	
Status Key									
Revenues are higher than expected or expenditures are lower than expected									
Revenues or expenditures are within expected range									
WATCH - Revenues lower/expenditures higher than expected range or outlook is cautious									
NOTES:									
(1) Excludes Fire Suppression Overtime									



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager
Andreana Campbell, Management Analyst

Date: January 8, 2021

Subject: 2021 STATE LEGISLATIVE PRIORITIES UPDATE #1

RECOMMENDATION:

It is recommended that the City Council receive its first update on the City's 2021 State Legislative Priorities (Attachment A).

BACKGROUND DISCUSSION:

At its November 4, 2019 regular meeting, Council amended and adopted the City's State Legislative Priorities for the 2021 legislative session. Council added a new segment to the City's legislative agenda called the Priority Coalition Advocacy agenda, which elevates a limited number of key issues that are critical to Kirkland but that are prioritized and championed by other organizations. For these items, the City may provide support as part of a coalition but, does not take the lead. Council identified issues for this segment going into the 2021 session, which is a long 105-day session that officially opened Monday, January 11.

The City Council's Legislative Workgroup, consisting of Mayor Sweet, Deputy Mayor Arnold and Councilmember Curtis, is staffed by the City Manager, the Intergovernmental Relations & Economic Development Manager and Management Analyst Andreana Campbell, with participation from Waypoint Consulting Group, the City's contracted lobbyist. Deputy Mayor Arnold is the Chair the Legislative Workgroup, which meets weekly to track the status of the City's priorities and it provides support and oversight of strategies for achieving the priorities.

2021 – Will Be a Legislative Session Like No Other

Because of the ongoing pandemic, the COVID constrained environment and continued financial uncertainties, legislative leadership has signaled for months that a very limited set of bills will be considered in 2021. Leadership has cautioned members against running companion bills. The themes emerging for the 2021 session from the Governor and legislative leadership include combatting COVID-19, investing in economic relief & recovery, and equity & social justice.

Restrictions imposed to prevent spread of the COVID-19 virus have required legislative leadership and state employees to plan for how the legislature's business will be conducted safely and transparently in 2021. Given the complexities of the legislative process, even under normal circumstances, this is an enormous task, with Open Public Meetings Act requirements, two chambers (49 members of the Senate and 98 House members), bill draft amendments, committee hearings; committee caucusing; floor action, chamber caucusing and roll call procedures. Because lawmakers rely on continuous review and feedback on proposed legislation, if the legislature does not convene in person, then that feedback loop is strained significantly.

The legislature convened in person Monday the 11th in order to adopt the rules to allow for it to conduct its business remotely. Testimony at hearings will be taken via Zoom or Microsoft Teams and despite the obvious technical challenges, this change offers increased access for parties who wish to testify.

Priorities Status Update

Since adopting the 2021 priorities, the Legislative Workgroup spent November and December meeting with the nine members of the City's state delegation. The purpose of these conversations is to vet the City's priorities to identify concerns and to identify support. Where the Workgroup finds support, it determines willingness of lawmakers to champion the city's priorities. Where the Workgroup finds concerns, it endeavors to address those in order to move forward.

While staff will provide an update on the status (Attachment B) of the City's priorities during the first full week of the 2021 session at Council's meeting on the 19th, one update to communicate in this memo is that the City's priority to advocate for amendments to remove barriers to transit oriented development on WSDOT-owned properties will not move forward in 2021. The priority statement will remain on the City's agenda. Deputy Mayor Arnold brought this recommendation forward, on behalf of Council's Legislative Workgroup, during Council Reports at the January 5 regular meeting. The recommendation was based on several developments:

- The workgroup had secured legislative sponsorship in the House and the Senate for two amendments to 1) authorize TOD as a use on WSDOT property that is not declared surplus and 2) enable its sale or lease at below market value to build more affordable housing. As WSDOT has engaged at higher levels in the draft bill, they advocated for expanding the legislation beyond what the sponsors had expressed a willingness to consider this session.
- WSDOT's attorney communicated to the City's attorney that our proposed amendments are not needed for TOD at Kingsgate to move forward.
- While complicated further by current economic conditions, WSDOT communicated its intention to move forward on a Request For Proposals this year for the Kingsgate TOD, in concert with Sound Transit's parking garage being built there through existing authority for "surplus" of land.

Councilmembers supported the Workgroup's recommendation to pull back from advancing legislation this session and it supported the Workgroup's further recommendation that the City continue to work on general TOD legislation that would support Kingsgate, 85th Street Station, and interests of other cities in the region. Staff and the lobbyists will continue to work with WSDOT on developing a future proposal, ideally as WSDOT agency-request legislation.

KIRKLAND'S BILL REVIEW PROCESS:

State bill drafts are introduced daily in Olympia by lawmakers in the Senate and House, beginning in mid-December with "pre-filed" bills. The City's review process is initiated at that point, relevant bills are flagged for the City to review. These bills are assigned to department(s) and subject-matter experts for review and analysis to determine potential impacts to the City. This process also includes staff making an initial assessment and recommendation on what the City's position should be on a given bill (Support/Oppose/Neutral/Monitor). Intergovernmental staff then provide reviewed bills, their Analysis and Recommendations Report (Attachment C) to Council's Legislative Workgroup. The Workgroup, whose activities are guided by the adopted legislative agenda's general principles, as well as the City Council's Goals, discusses, confirms or adjusts staffs' recommendations.

The "Bill Status and Position Tracker" Report is also reviewed by the Legislative Workgroup at its weekly Fridays and represents a tool by which the City's lobbyists make certain the City's interests are reflected at bill hearings. The Bill Tracker Report is provided to Council within the legislative update memo, prepared for each council meeting. (Attachment D)

If, during the session, a proposed bill (of concern to the City) is determined to be beyond the scope of the legislative agenda's general principles, or not in sync with the Council Goals, then the Legislative Workgroup will bring the bill proposal before the full Council for consideration and discussion at its next regular council meeting.

AWC'S ANNUAL CITY ACTION DAYS CONFERENCE (February 10-11 virtual)

The Association of Washington Cities (AWC) will host its annual City Action Days Conference on-line this year. Wednesday, February 10 and Thursday the 11. (See the link to the [schedule](https://wacities.org/events-education/conferences/city-action-days/schedule) at <https://wacities.org/events-education/conferences/city-action-days/schedule>)

Attachments: Attachment A – Amended and Adopted 2021 Legislative Priorities
Attachment B – 1/8/21 Status update on the City's 2021 State Legislative Priorities
Attachment C – 1/8/21 Bill Analysis & Recommendation Report (1/2 - 1/8)
Attachment D – 1/8/21 DRAFT Bill Status & Position Tracker Report (1/2 - 1/8)
Attachment E – King County Assessor's Press Release on HB 1035
Attachment F – Media Advisory: Washington Coalition for Police Accountability Joins House Policing Policy Leadership Team to Introduce Police Accountability Agenda



CITY OF KIRKLAND 2021 LEGISLATIVE AGENDA

General Principles

Kirkland supports legislation to promote the City Council's goals and protect the City's ability to provide basic municipal services to its citizens.

- Protect shared state revenue sources available to the City and provide new revenue options and flexibility in the use of existing revenues.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals.
- Support reestablishing the partnership between cities and the State to ensure that critical mandates are funded, and vital services are provided to all of the residents of the state.

City of Kirkland 2021 Legislative Priorities

- Kirkland supports legislative actions that facilitate Transit-Oriented Development (TOD) for the Kingsgate Park and Ride TOD Pilot project, the I-405 & NE 85th Street Station Area and future TOD projects at other WSDOT-owned properties. Action such as:
 - Amend RCWs 47.12.080, .063, .120 by removing the requirements that WSDOT must declare the property unused, no longer required for transportation purposes, or held for highway purposes, but not presently needed, prior to allowing the disposal or leasing of such property.
 - Amend RCW 47.04.295 and RCWs 47.12.080, .063, and .120 to grant WSDOT discretion in whether or not to charge fair market value for the lease or disposal of park and ride real property when the lease or disposal is for the purpose of providing affordable housing or multimodal transportation infrastructure
- Kirkland supports allowing Code Cities to complete local residential street maintenance projects in-house if no contractors enter a project bid
- Kirkland supports capital budget funding for prioritized local infrastructure projects

Proposed City of Kirkland 2021 Priority Coalition Advocacy Agenda

The City Council will evaluate support for proposed legislative agendas from the following organizations:

- ❖ Washington Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing.
- ❖ Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence.
 - Include a Kirkland focus on amending state law as necessary, consistent with the Washington State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly.
- ❖ Association of Washington Cities' (AWC) Statewide Policing Reforms priority.

City of Kirkland 2021 Legislative Priorities – Status
Updated: January 8, 2021

Attachment B

2021 Legislative Priority	Bill #	Prime Sponsor	Status
Support facilitating TOD at Kingsgate, NE 85/405 and other WSDOT-owned properties			1/5 - City Council agreed to pull back from bill. Sen. Stanford & Rep. Slatter notified. City of Renton notified. WSDOT notified.
Support allowing Code Cities to complete local residential street maintenance projects in-house if no contractors bid			Pending CPARB recommendations
Support capital budget funding for prioritized local infrastructure projects			House & Senate Local Project Form being completed for PKCC & KTUB Generators and PKCC New Roof PKCC

2021 Priority Coalition Advocacy	Bill #	Prime Sponsor	Status
Support WA Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing	HB 1035	Rep. Kloba	1/14 – 1:30 Hearing scheduled in Housing, Hmn Srvc & Vets
Support Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence <ul style="list-style-type: none"> o Including amending state law as necessary, consistent with the Washington State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly. 	SB 5038	Sen. Kuderer	12/24 – Pre-filed
Support Association of Washington Cities' Statewide Policing Reforms priority.	HB 1054 HB 1082 SB 5051 HB 1092	Rep Johnson Rep Goodman Sen Pederson Rep Lovic	1/12 – 8am Hearing scheduled in Public Safety 1/15 – 10am Hearing scheduled in Public Safety 1/14 – 1:30 Hearing scheduled in Public Safety

* No HIGHLIGHTS = No change in status from last update.

Reviewer Analysis & Position Recommendation Report (12/31/20-01/07/21)
City of Kirkland

Bill #	Short Description	Sponsor	Date Completed	City Priority	Summary	Rec. Position
HB 1000	Expanding mental health support for law enforcement officers.	Maycumber	01/03/2021		No analysis offered.	Support
HB 1012	Providing a business and occupation tax credit to address the economic impacts of the COVID-19 pandemic on businesses in the state.	MacEwen	01/04/2021		Bill is likely to have minimal impact on the City of Kirkland.Â	Support
HB 1026	Concerning the restoration of the right to possess a firearm.	Walen	01/03/2021	Yes	Legislative Workgroup recommends priority support under AGR priority coalition advocacy. PD offered no analysis	Support
HB 1035	Providing local governments with options to grant rent relief and preserve affordable housing in their communities.	Kloba	01/07/2021	Yes	Allows for local governments to control and support affordable housing in the community. Implementation of affordable housing incentive program Property tax exemptions for 6 years for qualifying properties (eligibility requirements listed in Sections 6, 7, 8) City/County Incentive program must have established documented standards for program application Properties must be inspected prior to program approval by the city/county City/County must issue tax-exempt certificate to property owner City/County may issue application fee to cover costs of program implementation Program grantees are required to submit annual report to city/county	Support
HB 1036	Reducing greenhouse gas emissions by reducing the carbon intensity of transportation fuel.	Fitzgibbon	01/06/2021		While PW offered no analysis, the Legislative Workgroup recommends 'support' "support" given "Action ES 1.5 Support state or regional clean fuel standard" in Sustainability Master Plan.	Support
HB 1038	Prohibiting the possession of firearms by persons convicted of certain criminal offenses.	Walen	01/03/2021	Yes	Legislative Workgroup recommends priority support under AGR priority coalition advocacy. PD offered no analysis	Support

HB 1054	Establishing requirements for tactics and equipment used by peace officers.	Johnson	01/05/2021		<p>KPD already eliminated LVNR and has never allowed a choke hold.</p> <p>K-9 - PD doesn't believe that the use of a leash impacts the number of bites by a police dog. Canine contacts are based on a variety of factors, such as terrain, environmental conditions, handlers training and control of the dog, and most importantly the suspects actions at the end of the track. There is a belief that a circle and bark dog is a safer alternative. There is extensive research to support that circle and bark dogs result in more unintended K9 bites when compared to bite and hold. (More)</p> <p>Chemical munitions (tear gas) when used correctly during barricaded situations are relatively safe without long lasting effects. Eliminating the use of chemical munitions during SWAT operations puts the community, officers, and suspects at risk. The longer a SWAT operating lasts, the more likely it is that an officer or suspect is going to sustain an injury. The decision to use chemical agents is completely dependent upon the actions and decisions of the suspect. (More)</p> <p>"Military equipment" -A key component to de-escalation is using cover and concealment. Eliminating armored vehicles reduces our ability to de-escalate a situation involving an armed suspect because we are eliminating cover and concealment.</p> <p>Badge numbers- it would seem that requiring name tags would be smarter?</p> <p>No knock warrants - PD believes this is already the law? KPD conducts "surround and call out" warrants. (More)</p> <p>Pursuits - KPD is already in compliance with most of this section. However, receiving authority from a supervisor when it's a serious felony is not always practicable. Supervisors take "control" of the pursuit as soon as practicable. Reporting pursuits is new language.</p>	Monitor
HB 1058	Modifying the sales and use tax for cultural access programs by allowing the tax to be imposed by a councilmanic or commission authority and defining timelines and priorities for action.	Bateman	01/04/2021		This could provide revenue to Kirkland (if Council chooses) for cultural access programs only if King County does not impose this tax first.	Support
HB 1069	Concerning local government fiscal flexibility.	Pollet	01/06/2021		The bill may have some positive impact for Kirkland, primarily in utility liens. The impact to Criminal Justice Sales tax to Kirkland will not be changed.	Support
HB 1070	Modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities.	Ryu	01/06/2021	Yes	Positive impact for City of Kirkland, providing more opportunities to use revenues for affordable housing.	Support

SB 5012	Providing a local government option for the funding of essential affordable housing programs.	Lovelett	12/30/2020	Yes	Planning and Building believes this bill would allow jurisdictions to collect a special excise tax of up to 10% on short-term rentals that are facilitated through an internet based platform. The proceeds of the tax must be used for the operating and capital costs of affordable housing programs including, but not limited to, homeless housing assistance, temporary shelters, and other related services. The jurisdiction may retain up to 5% of the money each year to pay direct and indirect costs in administration. No analysis offered from Community Services.	Support
SB 5028	Limiting state and local taxes, fees, and other charges relating to vehicles.	Fortunato	01/04/2021		Finance - While the current impact may be low, the future impact to potential revenues for the City of Kirkland could be significant.	Oppose
SB 5032	Concerning the reauthorization and improvements to alternative public works contracting procedures.	Hasegawa	01/06/2021		This bill includes greater language about inclusion for disadvantaged business enterprises. Kirkland has not used GCCM as a procurement method previously, but we could utilize this in the future.	Support
SB 5033	Limiting the property tax exemption for improvements to single-family dwellings to the construction of accessory dwelling units.	Kuderer	12/31/2020		Planning - Seeks to limit the three year tax exemption for single-family homes granted by RCW 84.36.400 to only allow the exemption for the construction of an accessory dwelling unit.	Neutral
SB 5054	Concerning impaired driving.	Padden	01/06/2021		No analysis offered	Support
SB 5066	Concerning a peace officer's duty to intervene.	Dhingra	01/06/2021	Yes	KPD is already compliant with this bill and this issue is in alignment with R-5434. Legislative Workgroup recommends "support" under AWC priority coalition advocacy item of police reforms.	Support

Updated: January 9, 2021

Bill Status and Position Tracker Report City of Kirkland

Bill #	Abbrev. Title	Leg. Status	Sponsor	Position	City Priority
HB 1000	Law enf. mental health	H Prefiled	Maycumber	Support	
HB 1012	B&O tax credit/COVID-19	H Prefiled	MacEwen	Support	
HB 1026	Firearm rights restoration	H Prefiled	Walen	Support	Yes
HB 1035	Rent relief & housing	H Prefiled	Kloba	Support	Yes
HB 1036	Transportation fuel/carbon	H Prefiled	Fitzgibbon	Support	
HB 1038	Firearm possession/crimes	H Prefiled	Walen	Support	Yes
HB 1054	Peace officer tactics, equip	H Prefiled	Johnson	Monitor	
HB 1058	Cultural access programs/tax	H Prefiled	Bateman	Support	
HB 1069	Local gov fiscal flexibility	H Prefiled	Pollet	Support	
HB 1070	Housing/local tax revenue	H Prefiled	Ryu	Support	Yes
SB 5012	Affordable housing funding	S Prefiled	Lovelett	Support	Yes
SB 5028	Vehicle taxes & fees	S Prefiled	Fortunato	Oppose	
SB 5032	Alt public works contracting	S Prefiled	Hasegawa	Support	
SB 5054	Impaired driving	S Prefiled	Padden	Support	
SB 5066	Officer duty to intervene	S Prefiled	Dhingra	Support	Yes

** Staff recommendations may change as issues in Olympia evolve.]*

Other NOTES: Bills with an "Oppose" position recommendation - The Legislative Workgroup's approach with bills identified with "Oppose" is to check-in with AWC, and monitor while continuing to analyze and evaluate from there. In other words, the City is not taking action (not signing-in or testifying) on these bills at this time.*

News Release

January 7, 2021

For Immediate Release

Contact: Assessor John Wilson 206-369-7677

Rep. Shelley Kloba 360-786-7900

Assessor John Wilson Thanks Rep. Shelley Kloba for Introducing Bill to Help Preserve Affordable Housing

Bill Would Provide Property Tax Relief for Property Owners for Charging Below Market Rents

-

King County Assessor John Wilson today thanked Rep. Shelley Kloba (D 1st District) for introducing HB 1035, a bill to help protect existing affordable housing by providing a property tax exemption (building and land) to property owners in exchange for charging below-market rents to tenants of certain residential properties.

“Our region needs more housing of all types. One smart strategy is to protect the affordable rental housing that we already have. This bill will help us do that,” said Wilson. “I want to thank Rep. Kloba for her leadership on this issue, and for working with us to draft this bill.”

“Disheartened by watching neighbors get pushed out of communities by rising rents, I was looking for a way to keep rents stable and help landlords cope with rising property taxes. I am so pleased to be working with Assessor Wilson on this proposal,” said Kloba. “Successful passage will mean that city and county governments will have an additional tool in their toolbox that helps them meet their affordable housing goals, property owners will get a break on their property tax bill, and renters will have more stable rents. This bill creates a win-win-win situation.”

House 1035 will grant a property tax exemption to multifamily buildings at least 25 years old, accessory dwelling units to single-family homes, and rented spaces dedicated for mobile homes or manufactured homes if they house tenants earning up to 50% of area median income for multi-family and mobile/manufactured home spaces, and up to 80% of area median income for accessory dwelling units.

The bill has been pre-filed and will be referred to a committee when the legislative session convenes on January 11th.



Media Advisory: Washington Coalition for Police Accountability Joins House Policing Policy Leadership Team to Introduce Police Accountability Agenda

WHO: The Policing Policy Leadership Team (PPLT), composed of House Public Safety Committee Chair Rep. Roger Goodman; Black Member Caucus members Reps. Debra Entenman, Jesse Johnson, and John Lovick; and Members of Color Caucus Reps. My-Linh Thai, Debra Lekanoff, and Bill Ramos, will be joined by Fred and Annalesa Thomas (parents of Leonard Thomas), DeVitta Briscoe (sister of Che Taylor), Sonia Joseph (cousin of Giovonn Joseph McDade), and Katrina Johnson (cousin of Charleena Lyles) of the Washington Coalition for Police Accountability (WCPA).

WHAT: Together with the WCPA, the House Policing Policy Leadership Team will roll out its main legislative agenda and take questions from the media at a press teleconference. The House Public Safety Committee will hear four bills on police accountability during the first week of session.

WHEN: Press Teleconference: Tuesday, January 12, 2:00 P.M.

Week 1 House Public Safety Committee Hearings on Police Accountability legislation:

HB 1054: Police tactics: Tuesday, January 12, 8:00 A.M.

HB 1092: Data collection on use of force: Thursday, January 14, 1:30 P.M.

HB 1089: I-940 requirements audit: Thursday, January 14, 1:30 P.M.

HB 1082: State oversight and accountability: Friday, January 15, 10:00 A.M.

Hearings are available to watch on TVW.org.

WHERE: Press teleconference: Zoom meeting info: <https://leg-wa-gov.zoom.us/j/97065728878?pwd=cFdwQWtSNGxpU2NGaWdNeG9LK2xhZz09>

Meeting ID: 970 6572 8878

Passcode: 720593

+12532158782,,97065728878# US (Tacoma)

+13462487799,,97065728878# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 970 6572 8878

Find your local number: <https://leg-wa-gov.zoom.us/j/97065728878?pwd=cFdwQWtSNGxpU2NGaWdNeG9LK2xhZz09>

Join by SIP

97065728878@zoomcrc.com

- Please make sure you have your name/affiliation and not just a phone number posted when you join us on Zoom.
- **Please RSVP to me** (Peter.Kitchen@leg.wa.gov) so we know who will be attending and if you

want to ask a question. There is no chat feature so please email me during the event if you have an additional question or if you need to follow up with a member after.

- You'll have the ability to ask a follow-up question.
- Please be on time.

WHY: The Policing Policy Leadership Team has been working since June with stakeholders across the state on legislation to strengthen police accountability, limit questionable police tactics and use of force, and increase transparency of police activity. In conjunction with the Washington Coalition for Police Accountability, a community coalition that is working to center the voices of families affected by police violence and achieve meaningful changes to policing in Washington State, the PPLT will introduce its legislative agenda for the 2021 session.

###



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

MEMORANDUM

To: Kirkland City Council
From: Kurt Triplett, City Manager
Date: January 13, 2021
Subject: FEBRUARY 5 COUNCIL RETREAT FINAL AGENDA

RECOMMENDATION:

That the Council reviews and approves the final retreat topics and agenda for the February 5 City Council retreat.

BACKGROUND DISCUSSION:

At the January 5, 2021 Council meeting, the Council reviewed and discussed the preliminary retreat topics for the February 5, 2021 Council retreat. In addition, over the past month each Councilmember has been interviewed by Marilynne Beard, retired Kirkland Deputy City Manager and Principal of MMB Consulting, who facilitating the Council retreat. This proposed final agenda incorporates both the feedback from the Council at the Council meeting and the Council conversations with the facilitator. The following topics are proposed for the retreat:

- Council Goal review and updates
- Effective and efficient Council meetings
- Process for developing and prioritizing new legislation
- Council Policy and Procedure updates
- Boards and Commissions discussion
- Council "Potpourri" open discussion

The retreat agenda is included as Attachment A. The January 19 Council meeting is the Council's formal opportunity to revise and finalize the agenda.

The Council retreat will be conducted over Zoom and the Directors will also be in attendance. The retreat will be publicly noticed and will be available for public attendance via Zoom. Consistent with past practice for Council retreats, the meeting will not be televised or recorded.

Attachment A: February 5, 2021 Council Retreat Agenda

February 5 Council Retreat Agenda

- 9:00 Welcome and Agenda Overview
- 9:15 Council Goals Check-in
- Purpose: To review current Council values and goals for relevance and completeness and identify potential revisions
- 10:00 City Council Meeting Policies and Procedures
- Purpose: To discuss the effectiveness and efficiency of the City Council's meetings with special attention to:
 - Study session format
 - Council reports
 - Process by which new initiatives are introduced by Council, evaluated by staff, and legislative priorities are determined
- 11:30 Break for Lunch
- 12:45 Boards and Commissions Discussion
- Purpose: To discuss how the City's boards and commissions can best support the City Council, and improvements to how the City recruits talented, diverse community members to serve
- 1:30 Report out and Council Discussion
- 2:30 Break
- 2:45 Council Potpourri
- Purpose: To discuss items of interest from the Council for possible future deliberation and/or action
- 4:00 Adjourn

**CITY OF KIRKLAND**

Public Works Department

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kim Scrivner, Transportation Planner
Joel Pfundt, Transportation Manager
Julie Underwood, Director of Public Works

Date: January 7, 2019

Subject: AUTHORIZING LIMITED USE OF FOOD TRUCKS IN DOWNTOWN CITY LOTS

RECOMMENDATION:

Staff recommends that City Council authorize limited use of food trucks requested by existing brick-and-mortar businesses for special events in the City-owned downtown parking lots.

BACKGROUND DISCUSSION:

This proposal is part of the City's efforts to provide additional tools to support local businesses during the COVID-19 pandemic and beyond. City policy also supports the promotion of strategic development of off-street parking facilities.

Under certain circumstances, Public Works offers temporary parking permits that allow exemptions from time-restricted parking areas. Time restricted parking areas are mostly in the downtown business district for on-street parking stalls and in the City-owned parking lots. Examples of exemptions that have been granted for time restrictions are for small construction projects, moving vans or vehicles that need more than the posted time to do their work, and small special events that need to take only one or two parking stalls.

Currently, food trucks are allowed as part of City-sponsored or private permitted special events in parks or City-owned parking lots subject to permit approval through the City's special event program. They also are allowed in private parking lots without the need for City approval provided they have a City of Kirkland business license. Public Works also has food truck permitting responsibility along the Cross Kirkland Corridor if there were a circumstance when that was desirable. The Department of Parks and Community Services has the permitting responsibility for food trucks in City parks through a competitive process. Generally, Public Works does not approve food trucks for any time-restricted area downtown except for major permitted special events with large attendance (e.g., Independence Day) because of the competition they would pose to brick-and-mortar businesses downtown.

This staff report describes a proposed amendment to current policy, specifically the Public Works Pre-Approved Plans Policy R-35, "Guidelines for Temporary Non-Vehicle use of Parking Stalls." The amendment would allow food trucks to be permissible in the City-owned Lakeshore and the Lake and Central parking lots, provided that: 1) the request for a permit comes from an existing downtown brick-and-mortar business and 2) the request has a limited duration (one to three days in a 30-day period). This kind of use has been requested in the past by at least one downtown business that is not a restaurant and does not have a kitchen but wanted to offer food to its customers on special occasions or for promotional events. However, downtown businesses that do have kitchens also would be allowed the same accommodation.

RECOMMENDED CHANGES:

Kirkland Municipal Code chapter 12.45.160, "No parking for certain purposes," states that it is a civil infraction to park a vehicle upon any roadway, public right-of-way, publicly owned and operated parking facility, or other public property for the principal purpose of displaying or selling merchandise from a vehicle *without a city permit*. (Emphasis added) Consistent with that chapter, this proposed amendment to policy R-35 would allow Public Works to permit food trucks only in two, specific City-owned parking lots downtown based on the following:

- The request must come from an existing brick-and-mortar business within the Central Business District;
- The permitted use shall be allowed only in the Lakeshore Parking Lot and the Lake and Central Parking Lot, but not in public right-of-way;
- A permit may be granted to the same applicant or entity not more than once every 30 days;
- There shall be only one permitted use per parking lot at any given time;
- In the event more than one permit is submitted for the same time period, the first permissible entity submitting a complete application shall receive the permit;
- Only up to four stalls may be used at one time;
- The permitted use may not overlap any other permitted special event or the Wednesday Market days;
- The permit fee shall account for any lost parking fees (cost for all-day parking per stall per day) plus any additional administrative, or inspection staff time, but may be waived during the COVID-19 pandemic;
- Adequate space for pedestrian access and set up that does not block drive lanes, fire lanes, loading zones, or sidewalk access must be provided; and
- The hours of operation and the duration of the permit shall be established by the Department of Public Works, but in no case shall the permitted use be longer than three calendar days.

Because this relates to a Public Works policy change, the Director of Public Works may authorize any specific changes to the policy and fee structure amendments.

ADDITIONAL INFORMATION:

Transportation planning staff conducted community outreach about this proposed amendment:

- Spring of 2019: The initial request was made from an existing downtown business.
- Summer/Fall of 2019: Proposed program design was shared with the Parking Service Team (City staff), at a Kirkland Downtown Association (KDA) merchants meeting, and with the KDA board.

- *General consensus was in favor of this idea based on the proposed program design. A suggestion was made to begin with a pilot.*
- No further requests were received, and the project was stalled because of COVID-19.
- November 2020: The initial business requested an accommodation for a food truck. Based on the previous discussions and the desire to support existing businesses during COVID-19, a pilot was granted:
 - The pilot used three parking-stalls in the Lakeshore lot for three-days.
 - The food truck was on site and open for 4-5 hours each day, but parking was still restricted in those spaces for the full three-days.
 - The City received no complaints, and the pilot was a success for the business.
 - Pedestrian access and proximity to the business also was a success.

Further, this proposal is consistent with other existing policy:

- Public Works policy G-11, "Parking Guidelines for Downtown Kirkland," has guiding principles that are consistent with this proposal:
 - Guiding Principle #5: Promote strategic development of off-street facilities
 - Guiding Principle #9: The City should lead in the development of access options for customers and visitors (patrons) of the downtown and actively partner with the business community to incent additional access and growth

CONCLUSION AND NEXT STEPS:

If Council supports this proposal, then staff will amend Policy R-35 as indicated in legislative format in the attached document (see Attachment A, "Policy R-35 with Proposed Amendments") and establish reasonable permit fees as indicated above. In addition to amending the policy, staff will update relevant permit applications. The policy is administrative, and while staff does not need Council action on the amendment, staff is seeking the Council's concurrence that this is an appropriate change given the importance of downtown parking capacity to residents and businesses.

Attachment A: Policy R-35 with Proposed Amendments

DEPARTMENT OF PUBLIC WORKS
PRE-APPROVED PLANS POLICY

Policy R-35: Guidelines for Temporary Non-Vehicle use of Parking Stalls

PURPOSE:

The purpose of this policy is to clarify the restrictions and design standards for short-term non-vehicle / [non-parking only](#) use of regulated parking stalls in the City of Kirkland. In general, any parking stall occupant should be aware of the parking restrictions and these standards without them being designated or signed at any location. However, if a parking stall user is found in violation of these restrictions or standards, any future proposed uses may be denied, and they will be subject to any fine determined by the City.

In most situations, Public Works will approve all temporary non-vehicle uses in regulated parking stalls throughout the City. Public Works staff will work in conjunction with the Police Department and the Fire Department to evaluate for any safety risk posed to the public. A Site Plan is required for review of all Temporary Non-Vehicle uses proposed. The site Plan must identify the following items:

- Adjacent Land use (both side of the street)
- Sidewalk width
- Bike lane width
- Exact location and distance from nearest driveways, crosswalks, and intersections
- Nearest waste receptacles (depending on the proposed use, the applicant may be required to provide these as part of the permit)
- The profile of the proposed use and the impact on the surrounding area
- All utilities and other city assets (sewer drains, light posts, trees, etc.)
- [Pedestrian access/ egress plan](#)

A Temporary permit is required if the proposed use is expected to overlap with any travel lanes within the right-of-way (shoulders, sidewalks, crosswalks, parking and bicycle facilities), in accordance with Pre-Approved Plans Policy R-29.

GENERAL NOTES:

1. All proposed uses must be equally available for the public for use.
2. No more than two parking stalls may be occupied at one time unless approved by the Public Works Department.
3. No use shall last longer than 24-hours [unless approved by the Public Works Department.](#)
4. No devices/signs/equipment which redirect movement in the roadway travel lanes is not allowed without department approval.
5. Any use of heating equipment requires the approval from the fire department.
6. Artwork is allowed and encouraged; however, it cannot replicate any traffic control symbols.
7. Painting on the pavement surface is not allowed.

8. Play equipment is allowed, as long as the use does not overlap and impede movement in the travel lanes.
9. The Public Works Department reserves the right to deny any proposed use for any reason.
10. The Public Works Department issued parking permit must be on display at all times.
11. No Parking restriction signs must be in place no less than 24 hours prior to the proposed use date.
12. All adjacent land uses must be notified of the proposed use date and time at least two (2) business days prior to the prior to the proposed use date.

SPECIFIC ALLOWABLE USES AND RULES:

<p><u>Limited Use of Food Trucks in Downtown City-owned Parking Lots</u></p>	<ul style="list-style-type: none">• <u>The request must come from an existing brick-and-mortar business within the Central Business District;</u>• <u>The permitted use shall be allowed only in the Lakeshore Parking Lot and the Lake and Central Parking Lot, but not in public right-of-way;</u>• <u>A permit may be granted to the same applicant or entity not more than once every 30 days;</u>• <u>There shall be only one permitted use per parking lot at any given time;</u>• <u>In the event more than one permit is submitted for the same time period, the first permittable entity submitting a complete application shall receive the permit;</u>• <u>Only up to four stalls may be used at one time;</u>• <u>The permitted use may not overlap any other permitted special event or the Wednesday Market days;</u>• <u>The permit fee shall account for any lost parking fees (cost for all-day parking per stall per day) plus any additional administrative, or inspection staff time, but may be waived during the COVID-19 pandemic;</u>• <u>Adequate space for pedestrian access and set up that does block drive lanes, fire lanes, loading zones, or sidewalk access must be provided; and</u>• <u>The hours of operation and the duration of the permit shall be established by the Department of Public Works, but in no case shall the permitted use be longer than three calendar days.</u>
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CITY OF KIRKLAND
Planning and Building Department
123 5th Avenue, Kirkland, WA 98033
425.587.3600- www.kirklandwa.gov

MEMORANDUM

To: City Council

From: Adam Weinstein, AICP, Planning and Building Director
Jeremy McMahan, Deputy Planning and Building Director
Nick Cilluffo, Senior Planner

Date: January 7, 2021

Subject: 2020 MISCELLANEOUS CODE AMENDMENTS

Staff Recommendation

Receive briefing and discuss the proposed amendments to the Kirkland Zoning Code (KZC) and Kirkland Municipal Code (KMC) (see Attachment 1). Direct staff on how to proceed with the proposed amendments. Staff will then return to a future City Council meeting with the appropriate ordinances for Council action to amend the KZC and KMC.

Background

Staff keeps an ongoing list of miscellaneous code amendments that are necessary to reflect current practice, clarify sections of the Zoning and Municipal Codes, maintain consistency with relevant State and/or federal regulations, and promote good planning principles. The KZC and KMC are updated periodically to correct the issues that have been identified, which are described in Attachment 1.

The proposed 2020 miscellaneous code amendment package is ambitious in scale in an effort to update a substantial number of administrative and non-policy items, as well as several items that require immediate attention to reflect recent policy direction from the Planning Commission and City Council. Additionally, the package was scoped to include only items that were not anticipated to have broad public interest and would have necessitated extensive public outreach. Staff has followed all required public notice steps and created a webpage for interested parties to learn more and participate.

Proposed Code Amendments

A summary of the proposed code amendments, with related descriptions and anticipated community impact, is included in Attachment 1 (note: the "Amendment ID#" column is not displayed in numerical order and omits some numbers due to culling and reorganization after staff's review and consultation with Planning Commission). The proposed code language for each amendment item is included in Attachment 2.

To facilitate review of this large code amendment package, each amendment is categorized into one of two groups:

Group A – Clarifying, Consistency, and Streamlining Amendments

These amendments (see Table A in Attachment 1) streamline administrative practices, improve consistency between the KMC and KZC, maintain KZC/KMC consistency with State or federal regulations, correct references to other code sections, or clarify code language to reflect implementation based on current practice. These amendments will have little, to no, impact on the community and will not result in any change in the application of the regulations. While the amendments in this group vary in type – some are simple code reference or title updates while others amend specific regulatory language – no amendments have differing regulatory implications from current City policies or practice.

Group B – Minor/Moderate Policy Change Amendments

These amendments (see Table B in Attachment 1) represent minor or moderate policy changes. They reflect recent policy direction from the Planning Commission and City Council related to other large-scale projects (e.g., rooftop appurtenance amendments and Missing Middle Housing regulations) or propose changes that will be of high value to the community and/or staff's implementation of the code.

Included in this group is an amendment requested for consideration by the City Council. Amendment #4 would eliminate the subset of short plats with new street connections from being directed to City Council on appeal. The amendment would direct appeals of short plats with dedication of a new through public right-of-way to the City Hearing Examiner. The Council approved this change during discussion and approval of R-5350 creating the Citywide Transportation Connections Map on January 2, 2019. Council direction was to make the change after the Connections Map was approved, which occurred on December 10, 2019.

Also included in this group is another amendment requested for consideration by the City Council at their October 6, 2020 meeting ([packet materials](#)). Item #34 is an amendment that would allow additional ground floor uses within a subarea of the Central Business District 8 (CBD 8) zone. It should be noted that the property owner who initiated the consideration decided to not lease a ground floor space to Overlake Medical.

Planning Commission and Houghton Community Council Recommendation

At their December 10, 2020 meeting ([packet materials](#)), the Planning Commission (PC) and Houghton Community Council (HCC) held a joint public hearing and deliberated on the code amendments as prepared by staff and presented herein. The PC and HCC concurred on their recommendations, which is to adopt the proposed amendments as drafted by staff with one exception. The PC recommends omitting item #34 relating to ground floor office use exceptions in the CBD 8 zone. The PC expressed concerns about making changes to ground floor requirements for one small area and suggested that this amendment be studied with broader consideration for all CBD zones as part of the Moss Bay neighborhood plan with the 2021 Planning Work Program.

State Environmental Policy Act (SEPA)

To fulfill environmental review requirements, the proposed code amendments require the City to issue a SEPA addendum to the City of Kirkland 2015 Comprehensive Plan Update Draft and Final Environmental Impact Statement. The SEPA addendum is under review as of the packet publication date. Staff anticipates issuance of the SEPA addendum prior to the public hearing date.

City Council Consideration and Direction to Staff

Based on staff's analysis and the HCC/PC recommendations for each, City Council should discuss the draft code amendments and direct staff on how to proceed with the amendment package. Staff will return to a future City Council meeting with draft code language and appropriate ordinance(s) to consider for adoption.

Attachments:

1. Code Amendment Summary Table
2. Draft Code Amendments
 - Exhibit A: KZC Chapter 20 Permitted Uses and Density/Dimensions Table
 - Exhibit B: KZC Chapter 25 Permitted Uses and Density/Dimensions Table
 - Exhibit C: KZC Chapter 40 Permitted Uses Table
 - Exhibit D: KZC Chapter 15 Permitted Uses Table

cc: File Number CAM20-00616

GROUP A - CLARIFYING, CONSISTENCY, AND STREAMLINING AMENDMENTS

Amendment ID#	KMC /KZC	CHAPTER	SECTION	SUB-SECTION	SUB-SECTION	SUB-SECTION	DESCRIPTION OF PROPOSED AMENDMENT	COMMUNITY IMPACT
1	KZC	10					<u>Legal Effect/Applicability</u> Add new section that allows administrative amendments by the Planning Director to correct federal or state code reference when the referenced codes are changed (i.e., renumbered).	Streamlines process to keep KZC up to date with state/federal code references.
2	KZC	20	20	60			<u>Medium Density Residential Zones</u> Clarify that the prohibition on stacked dwelling units applies only to RM 5.0 and RMA 5.0 zones, but that stacked dwelling units are allowed in all other RM zones.	Makes code easier to understand by using explicit language consistent with the current application of the code.
3	KZC	20	30	060			<u>Medium Density Residential Zones</u> Add footnote to clarify that 0' side setbacks are allowed for attached dwelling units in the RMA zones.	Makes code clearer by adding a footnote reference consistent with the current application of the code.
5	KMC	22	20	340			<u>Subdivisions with final decision made by the Hearing Examiner</u> Allow Planning Director to sign final short plats decided on by the Hearing Examiner, rather than require the Hearing Examiner sign the recording documents.	Streamlines administrative processing of final short plats.
7	KMC	22	Various				<u>Subdivision decisional criteria</u> Update criteria to include all improvements identified in RCW 58.17.100 (add transit stops and sidewalks for walking to school).	Provides consistency with existing state requirements.
8	KMC	22	16				<u>Final Plat Procedures</u> Allow the Planning Director to approve and sign final plat documents as allowed under 2017 state legislation (SB 5674).	Streamlines administrative processing of final plats.
9	KZC	25	30	050			<u>High Density Residential Zones</u> Add footnote to clarify that 0' side setbacks are allowed for attached dwelling units in RMA zones.	Makes code clearer by adding a footnote reference consistent with the current application of the code.
10	KZC	25	20	050			<u>High Density Residential Zones</u> Remove requirement for Process I review for additional density in the PLA 6D zone. The Process I review was originally established based on the transition to higher densities and need for significant right-of-way improvements. Those conditions no longer exist as most of the zone has been redeveloped. The revision will make PLA 6D consistent with other medium and high density zones.	Streamlines review process to approve allowable density consistent with other multi-family zoning.
11	KZC	50	10	3			<u>Central Business District Zones</u> Revise code language to clarify that street-level retail, restaurant, and similar uses are <u>not</u> required along alleys and similar service access streets. See Zoning Interpretation 09-1. Previously codified but still needs clarification.	Provides greater clarity on existing practice.
12	KZC	75	5				<u>Historic Landmark Overlay Zone and Historic Residence Designation</u> Add a purpose statement to clarify intent of chapter.	Adds explanation for purpose of this chapter.
13	KZC	75	15				<u>Historic Landmark Overlay Zone and Historic Residence Designation</u> Remove language allowing "any member of the general public" to apply to designate a property as a Historic Landmark Overlay Zone; resulting in the property owner being the sole party allowed to apply for designation (consistent with who may apply to designate a historic residence).	Members of the general public cannot apply to designate a property with a historic landmark overlay unless they hold fee title to the subject property.
14	KZC	105	20				<u>Parking Space Requirements</u> Update parking requirements for multi-family in high-transit availability areas for consistency with new state law (RCW). Currently, in applicable areas, the Kirkland Zoning Code requires more parking spaces than allowed under the RCW for certain affordable units and for studio and one-bedroom units.	Minimal; in high-transit availability areas, the minimum amount of required parking for certain affordable units and for studio and one-bedroom multi-family units will be reduced based on state mandate.
15	KZC	105	103	3			<u>Modifications for vehicular and pedestrian improvements</u> Correct misreferenced code sections and delete duplicative criterion.	Corrects errors in code references and removes duplicative sections.
16	KZC	112	20	5			<u>Impact Fee Exemptions for Affordable Housing</u> Clarify that impact fee exemptions are only applicable to additional affordable housing provided beyond the basic requirement. Also, add possibility of school impact fee exemptions per KMC 27.08.050.	Provides consistency with KMC and clarifies available exemption within the KZC.

GROUP A - CLARIFYING, CONSISTENCY, AND STREAMLINING AMENDMENTS

Amendment ID#	KMC /KZC	CHAPTER	SECTION	SUB-SECTION	SUB-SECTION	SUB-SECTION	DESCRIPTION OF PROPOSED AMENDMENT	COMMUNITY IMPACT
17	KZC	114	25	1	b		<u>Low Impact Development</u> Revise lapse of approval standards to be consistent with underlying Process I standards.	Makes code easier to understand by improving consistency.
18	KZC	115	136	1			<u>Size Limitations for Structures Abutting or Within Low Density Zones and Abutting Low Density Uses in PLA 17</u> Clarify which zones are subject to KZC 115.136 by listing those specific zones.	Makes code easier to understand by adding explicit references to applicable zones consistent with the current application of the code.
19	KZC	115	43	5			<u>Garage Requirements for Detached Dwelling Units in Low Density Zones</u> Add explicit language that a carport is not a "preexisting improvement" that can be utilized to receive a deviation from the subject requirements.	Makes code easier to understand by adding explicit reference to how carports are regulated consistent with the current application of the code.
20	KZC	115	10	5			<u>Definitions and Accessory Uses</u> Correctly reference the renamed Washington State Department of Children, Youth, and Families. KZC still includes references to the previous name, Department of Early Learning. Revise code to clarify that if a Family Childcare home does not require a license it must be otherwise permitted by DCYF.	Clarifies code language consistent with the current application of the code.
21	KZC	115	80	2	c		<u>Legal Building Site Criteria</u> Remove reference to KMC 22.29.042(f) that was removed from KMC with the Accessory Dwelling Unit code updates.	Makes code easier to understand by removing erroneous reference.
22	KZC	115	115	3	o		<u>Required Yards</u> Clarify that eaves and other building projections allowed under 115.115.3.d are allowed to extend into 5 foot setback when detached garages and/or DADUs are utilizing setback flexibility under 115.115.3.o. This serves to clarify only, and is consistent with how staff currently applies the code.	Makes code easier to understand by using explicit language for clarity on an existing practice.
24	KZC	118					<u>Hazardous Liquid Pipelines</u> Add requirement for development activity near a hazardous liquid pipelines to submit a Hold Harmless agreement indemnifying the City for any damage resulting from development activity on the subject property which is related to the pipeline. Intention is similar to required hold harmless agreements near geologically hazardous areas. The required agreement will not change development standards near hazardous liquid pipelines.	Makes code more predictable for users by adding an explicit requirement for a hold harmless agreement associated with development near hazardous liquid pipelines.
25	KZC	152	85	3			<u>Challenge to the Hearing Examiner's Recommendation</u> Revise code to simplify delivery requirements for parties filing a challenge of the Hearing Examiner's recommendation.	Simplifies process by providing more convenient notice delivery options for community members challenging a Hearing Examiner recommendation.
26	KZC	All					<u>All Chapters</u> Remove use of term "citizen" from the KZC and replace with "community member".	This revision would remove the term of "citizen" from the Zoning Code, which can be exclusive when interpreted as referring to a person's citizenship status. This revision will instead use a term like "resident, community member, or person" to be more inclusive of all the people our government serves.
27	KZC	Various					<u>Process IIB/IV/IVA Jurisdiction of the Houghton Community Council</u> Make 60-day HCC disapproval window language consistent with KMC 2.12.040(a).	Improves consistency with KMC and current practice.
28	KZC	Various					<u>Zoning Designations PLA 6c and BC</u> Remove references to zones PLA 6C and BC from KZC since zoning designations no longer exist.	Omits non-existent zoning designations.
36	KZC	15	20				<u>Missing Middle Housing Allowances in RSA Zones</u> Clarify that RSA zones can utilize the missing middle housing allowances pursuant to Chapter 113 of the Zoning Code, by clarifying the special regulation related to how many detached dwelling units are allowed on a single lot.	Makes code easier to understand by using explicit language consistent with the current application of the code.
37	KZC	113	25				<u>Missing Middle Front Yard Setbacks in RSX and RSA Zones</u> Clarify that Ch. 113 developments on lots with two front property lines or within the shoreline jurisdiction, have the same front yard setback flexibility as units developed as detached-dwelling units under Ch. 15.	Makes code easier to understand by using explicit language consistent with the current application of the code.
38	KMC	22					<u>Critical Areas within the Shoreline Jurisdiction</u> Delete obsolete references to old stream classifications.	Omits outdated code language.

GROUP A - CLARIFYING, CONSISTENCY, AND STREAMLINING AMENDMENTS

Amendment ID#	KMC /KZC	CHAPTER	SECTION	SUB-SECTION	SUB-SECTION	SUB-SECTION	DESCRIPTION OF PROPOSED AMENDMENT	COMMUNITY IMPACT
39	KMC/ KZC						Public Pedestrian Walkways Amend obsolete terms and revise with specific instances when public pedestrian walkway connections may be required as part of subdivisions.	Clarifies ambiguous phrase and improves predictability for development requirements.

GROUP B - MINOR/MODERATE POLICY AMENDMENTS

Amendment ID#	KMC /KZC	CHAPTER	SECTION	SUB-SECTION	SUB-SECTION	SUB-SECTION	DESCRIPTION OF PROPOSED AMENDMENT	COMMUNITY IMPACT
4	KMC	22	20	245			<u>Short Subdivisions Appeals</u> Remove the special requirement that appeals of short plats that involve dedication of a new through road are required to be heard by City Council (rather than standard appeal to Hearing Examiner). The revision would result in all short subdivision appeals being heard by the Hearing Examiner. Change requested by Council with adoption of Citywide connections map.	Makes appeal process consistent for all short plats.
30	KMC	22	28	050			<u>Subdivision Design Requirements for Cottage Developments</u> Exempt cottage developments from minimum lot width.	Provides greater flexibility in lot design and configuration for cottage developments.
32	KZC	115	115	5	b	1	<u>Parking in Required Yards</u> Allow vehicle parking areas within required front yards for attached and stacked dwelling units, consistent with other uses.	Provides the same flexibility for attached and stacked dwelling units as is currently provided for other uses, and may result in less lot coverage on subject properties.
33	KZC	40	10				<u>Noise Studies in Industrial Zones</u> Consider consistently requiring a noise study for manufacturing and other potential noise generating businesses in light industrial zones – potentially only when abutting residential zones. The City already has the authority to require applicants to provide a noise study demonstrating how they comply with the maximum environmental noise levels in KZC 115.95, but has previously required studies on a case-by-case basis in Industrial zones.	Provides clearer requirement for future development applicants.
34	KZC	50	64	1			<u>Limited Ground Floor Office Use Exceptions for CBD 8</u> Expand the ground floor office use exceptions to another subarea within the CBD 8 zone, identified as "Study Area C" in a 2010-2011 review of ground floor retail requirements. Revisiting expanded flexibility for ground floor uses in this subarea was proposed at the direction of City Council at their October 6, 2020 meeting.	Provides more flexibility for certain types of office uses to occupy the ground floor in a portion of the CBD 8 zone, subject to pedestrian-oriented design standards
35	KZC	115	115	3	p		<u>Mechanical Units in Required Yards</u> Revise code to add flexibility for ground-mounted mechanical units to be installed within required front yards when screened, and to allow legally non-conforming units to be replaced on a like-for-like basis as a Planning Official decision. Both of these conditions are routinely approved through a Variance Exception process.	Reduces the process, time, and cost for applicants to receive more flexibility in locating ground-mounted mechanical units. Currently these locations can be allowed with a Variance Exception (Planning Director) decision, and such decisions have been approved in many cases where no alternative location for the unit exists.

DRAFT MISCELLANEOUS CODE AMENDMENTS

Amendments are shown in track changes. Where amendments are being made to a use zone table, those amendments are shown in Exhibits A-D to this document and noted as such below.

Amendment #1: Legal Effect/Applicability

KZC 10 (New Section)

10.18 – Administrative Amendments

The Planning Director is authorized to revise citations in this code to maintain accurate references within this code and to other codes such as the Kirkland Municipal Code, Washington Administrative Code, Revised Code of Washington, and any other municipal, state, or federal code referenced herein.

Amendment #2: Medium Density Residential Zones

KZC 20.20, Permitted Use (PU) Special Regulation 21

See Exhibit A for full KZC Chapter 20.20 Permitted Use table with amended text.

Amendment #3: Medium Density Residential Zones

KZC 20.30.060, Required Side Yards Column

See Exhibit A for full KZC Chapter 20.30 Density/Dimensions table with amended text.

Amendment #4: Short Subdivision Appeals

KMC 22.20.245 – Appeals to city council – When.

- (a) The city council will decide an appeal of the planning director's decision on a short subdivision when under the following circumstances:
- (1) ~~As approved by the planning director, the short plat would result in the dedication of a new through public right of way (including a right of way designed for future connection) or the opening of an existing but previously unopened right of way; or~~
 - (2) ~~If~~ the proposed short plat included a request for modification using the provisions of Chapter 22.24 for "innovative or unusual plats."
- (b) In the above circumstances, this section will govern the procedure for decision on appeal of the planning director's decision on a short subdivision. Such appeals will be heard and decided by the city council rather than by the hearing examiner. The procedures set forth in KZC 145.60 through 145.110 will still apply to the appeal; except, that whenever the term "hearing examiner" appears in those sections, the term "city council" will be substituted.

Amendment #5: Subdivisions with final decision made by the Hearing Examiner

KMC 22.20.340 – Public hearing – Decision – Final.

The decision by the hearing examiner is the final decision of the city. ~~If the hearing examiner affirms the approval of the proposed short plat, the hearing examiner shall sign the short plat documents on behalf of the city.~~

Amendment #7: Subdivision decisional criteria

KMC 22.12.230 – Hearing examiner’s decision – Decisional criteria.

In addition to the decisional criteria identified in KZC 150.65(3), the hearing examiner may approve the proposed plat only if he/she finds that:

- (a) There is adequate provision for open spaces, drainageways, rights-of-way, easements, transit stops, water ~~supply~~supplies, sanitary waste, power service, parks, playgrounds and schools, including sidewalks and other planning features that assure safe walking routes to and from schools; and
- (b) It will serve the public use and interest and is consistent with the public health, safety and welfare. The hearing examiner shall be guided by the policy and standards and may exercise the powers and authority set forth in Chapter 58.17 RCW. (Ord. 3705 § 2 (part), 1999)

KMC 22.20.140 – Planning director’s decision – Criteria.

In addition to the decisional criteria identified in KZC 145.45(2), the planning director may approve the short subdivision only if:

- (a) There are adequate provisions for open spaces, drainageways, rights-of-way, easements, transit stops, water supplies, sanitary waste, power service, parks, playgrounds and schools, including sidewalks and other planning features that assure safe walking routes to and from schools; and
- (b) It will serve the public use and interest and is consistent with the public health, safety and welfare. The planning director shall be guided by the policy and standards and may exercise the powers and authority set forth in Chapter 58.17 RCW. (Ord. 3705 § 2 (part), 1999)

Amendment #8: Final Plat Procedures

KMC 22.16 – Final Plat Procedure.

Sections:

- 22.16.010 Final plat—Submittal—Time limits.
- 22.16.030 Final plat—Contents.
- 22.16.040 Repealed.
- 22.16.050 Administrative review and approval of final plats.
- 22.16.060 ~~City council action. Repealed.~~
- 22.16.070 ~~City council action—Challenges. Repealed.~~
- 22.16.080 ~~City council action—Criteria. Repealed.~~
- 22.16.090 Minor deviations from preliminary plat.
- 22.16.100 Repealed.
- 22.16.110 Judicial review of city council-planning and building director action.
- 22.16.120 ~~Plat documents—Signed by city clerk. Repealed.~~
- 22.16.130 Plat documents—Recordation with county—When.
- 22.16.140 Plat documents—Dedication.
- 22.16.150 Plat documents—Completion of improvements required before signing.

22.16.010 Final plat—Submittal—Time limits.

A final plat shall be submitted to the ~~city council~~ planning and building director within seven years of the date of preliminary plat approval if the date of preliminary plat approval is on or before December 31, 2014, and within five years of the date of preliminary plat approval if the date of preliminary plat approval is on or after January 1, 2015. Any final plat not submitted within the time limits set forth in RCW 58.17.140 shall be void. (Ord. 4372 § 2 (Att. B) (part), 2012)

22.16.030 Final plat—Contents.

The applicant shall submit a final plat containing the information specified by the planning and building department. The planning and building department is hereby authorized to maintain a list of the content requirements. The list shall incorporate, at a minimum:

- (a) The requirements of state law regarding subdivisions;
- (b) The filing fee as established by ordinance;
- (c) Any additional pertinent information necessary for adequate review of the application. (Ord. 4491 § 3 (part), 2015; Ord. 4122 § 1 (part), 2008; Ord. 3705 § 2 (part), 1999)

22.16.040 Final plat—Additional information.

Repealed by Ord. 4122. (Ord. 3705 § 2 (part), 1999)

22.16.050 Administrative review and approval of final plats.

(a) Upon receipt of a final plat and all required information, it shall be reviewed by the ~~planning director~~ planning and building director. ~~The planning director shall prepare a report, including an appropriate recommendation and resolution to the city council. This report and the final plat shall be transmitted to the city council. (Ord. 3705 § 2 (part), 1999)~~ The planning and building director shall approve the final plat if the final plat:

(1) Except for minor modifications under Section 22.16.090, is consistent with the approved preliminary plat; and

(2) Is consistent with the provisions of this title and Chapter 58.17 RCW.

(b) The planning and building director shall sign the plat signifying approval by the city. (Ord. 3705 § 2 (part), 1999)

22.16.060 City council action.

Repealed by Ord. _____ . (Ord. 3705 § 2 (part), 1999) ~~The city council shall consider the final plat at one or more public meetings. (Ord. 3705 § 2 (part), 1999)~~

22.16.070 City council action—Challenges.

~~Repealed by Ord. _____ (Ord. 3705 § 2 (part), 1999) Any person who disagrees with the report of the planning director may file a written challenge to the city council by delivering it to the city clerk not later than the close of business of the evening the city council first considers the final plat. (Ord. 3705 § 2 (part), 1999)~~

22.16.080 City council action—Criteria.

~~Repealed by Ord. _____ (Ord. 3705 § 2 (part), 1999) The city council shall consider the final plat, the planning director's report and any challenges received. The city council shall, by majority vote of the entire membership, pass a resolution approving the final plat if the final plat:~~

~~(a) Except for minor modifications under Section 22.16.090, is consistent with the approved preliminary plat; and~~

~~(b) Is consistent with the provisions of this title and Chapter 58.17 RCW. (Ord. 3705 § 2 (part), 1999)~~

22.16.090 Minor deviations from preliminary plat.

(a) The ~~city council~~ planning and building director may approve a final plat that is different from the preliminary plat if the change:

- (1) Does not increase the number of lots; and
- (2) Does not decrease any lot size by more than ten percent; and
- (3) Does not substantially alter the location or nature of any improvements or any other element of the subdivision; and
- (4) Does not significantly alter the subdivision.

(b) Final plats with changes that do not meet the criteria for minor deviations must be processed as new preliminary plats. (Ord. 3705 § 2 (part), 1999)

22.16.100 Final plat approval within Houghton community council jurisdiction.

~~Repealed by Ord. 4706. (Ord. 3705 § 2 (part), 1999)~~

22.16.110 Judicial review of planning and building director action.

The action of the city in granting or denying a final plat may be reviewed pursuant to the standards set forth in RCW 36.70C.130 in King County Superior Court. The land use petition must be filed within twenty-one calendar days of the issuance of the final land use decision by the city on the final plat. The date of the final decision of the city is the date of ~~passage of the city council ordinance or resolution~~ approval by the planning and building director, constituting the city's final decision. (Ord. 4706 § 1 (Exh. A), 2019; Ord. 3705 § 2 (part), 1999)

22.16.120 Plat documents—Signed by city clerk.

~~Repealed by Ord. _____ (Ord. 3705 § 2 (part), 1999) Following approval of a final plat by the city council and subject to Section 22.16.100, the city clerk shall sign the plat signifying approval by the city. (Ord. 3705 § 2 (part), 1999)~~

22.16.130 Plat documents—Recordation with county—When.

After the plat documents are signed, they will be transmitted to the city clerk's office for recording with the appropriate offices in King County. Unless specifically extended in the decision on the plat, the plat must be submitted to the city for recording with King County within six months of the date of approval or the decision becomes void; provided, however, that in the event judicial review is initiated per Section 22.16.110, the running of the six months is tolled for any period of time during which a court order in said judicial review proceeding prohibits the recording of the plat. (Ord. 4372 § 2 (Att. B) (part), 2012; Ord. 3705 § 2 (part), 1999)

22.16.140 Plat documents—Dedication.

The city's written approval on the plat documents constitutes acceptance of all dedications shown on the plat. (Ord. 3705 § 2 (part), 1999)

22.16.150 Plat documents—Completion of improvements required before signing.

The owner shall complete, or bond under Sections 22.32.070 and 22.32.080, all required right-of-way, easement, utility and other similar improvements before the city will sign the plat documents. (Ord. 3705 § 2 (part), 1999)

Amendment #9: High Density Residential Zones

KZC 25.30.050, Required Yards Column

See Exhibit B for full KZC Chapter 25.30 Density/Dimensions table with amended text.

Amendment #10: High Density Residential Zones

KZC 25.20.050, PLA 6D Column

See Exhibit B for full KZC Chapter 25.20 Permitted Uses table with amended text.

Amendment #11: Central Business District Zones

KZC 50.10, GENERAL REGULATIONS

3. ~~Except along alleys and similar service access streets,~~ the street level floor of all buildings shall be limited to one or more of the following uses: Retail; Restaurant or Tavern; Banking and Related Financial Services; Entertainment, Cultural and/or Recreational Facility; Parks; Government Facility; or Community Facility. The street level floor of buildings south of Second Avenue South may also include Office Use. The required uses shall have a minimum depth of 20 feet and an average depth of at least 30 feet (as measured from the face of the building on the abutting right-of-way, not including alleys and similar service access streets). Buildings proposed and built after April 1, 2009, and buildings that existed prior to April 1, 2009, which are at least 10 feet

below the maximum height of structure, shall have a minimum depth of 10 feet and an average depth of at least 20 feet containing the required uses listed above.

The Design Review Board (or Planning Director if not subject to D.R.) may approve a minor reduction in the depth requirements if the applicant demonstrates that the requirement is not feasible given the configuration of existing or proposed improvements and that the design of the retail frontage will maximize visual interest. Lobbies for residential, hotel, and office uses may be allowed within this space subject to applicable design guidelines.

Amendment #12: Historic Landmark Overlay Zone and Historic Residence Designation

KZC 75 (New Section)

75.08 – Historic Landmark Overlay Zone Designation – Intent

The intent of the Historic Landmark Overlay Zone designation is to encourage retention of historic improvements, objects or sites in order to enhance and protect the historic context and character of the city by allowing additional flexibility for allowed uses and nonconformances. In return, the designation ensures that the improvements, objects or sites would not be altered to a degree that the historic features are compromised.

Amendment #13: Historic Landmark Overlay Zone Designation

KZC 75.15 – Historic Landmark Overlay Zone Designation – Who May Apply/Special Fee Provision

The City, ~~or~~ the person holding fee title to the subject property, ~~or any member of the general public~~ may apply to designate a property as an Historic Landmark Overlay Zone. To the extent that these provisions are inconsistent with the provisions of Chapter 130 or 152 KZC, the provisions of this section govern.

Amendment #14: Parking Space Requirements

KZC 105.20 – Number of Parking Spaces

1. Minimum Spaces – The number of parking spaces required for a use is the minimum required. The applicant shall provide at least that number of spaces, consistent with the provisions of this chapter. If the required number of parking spaces results in a fraction, the applicant shall provide the number of spaces equal to the next higher whole number.
2. Exclusions – The square footage of pedestrian, transit, and/or bicycle facilities, and/or garages or carports, on the subject property shall not be included in the gross floor area calculation used to determine required number of parking stalls.
3. Guest Parking – For medium- and high-density residential uses, parking spaces in addition to the minimum required parking shall be required parking as follows:
 - a. A minimum ten (10) percent of the total number of required parking spaces shall be provided for guest parking and located in a common area accessible by guests. If the required number of guest parking spaces results in a fraction, the applicant shall provide the number of spaces equal to the next higher whole number. If the result is a fraction that requires less than one guest stall, no guest parking stall is required if on-street parking is available within 600 feet of the subject property.

- b. Residential dwelling units with driveways that meet the minimum parking stall dimensional standards of this chapter and with an associated garage containing their respective required number of parking stalls may be excluded from the guest parking calculation required in subsection (3)(a) of this section since the driveway can be used to provide guest parking for the associated dwelling unit.
- c. Guest parking stalls located in a common area shall not be leased or assigned to residents.
- d. Guest parking stalls shall not be gated and shall be accessible to guests between 6:00 a.m. and 11:00 p.m.

4. Parking Space Reductions Near Transit – In accordance with RCW 36.70A.620, minimum parking space requirements for specified residential uses are reduced pursuant to subsections a-c below:

- a. For dwelling units that are affordable to very low-income households or extremely low-income households as defined by RCW 36.70A.030, and that are located within one-quarter mile of a transit stop that receives transit service at least two times per hour for twelve or more hours per day, minimum parking requirements for one-bedroom and studio units are reduced to one parking space per one-bedroom unit and 0.75 space per studio unit. The city will require an applicant to record a covenant that prohibits the rental or sale of a unit subject to this parking reduction for any purpose other than providing for housing for very low-income or extremely low-income individuals.
- b. For senior citizen households or housing units specifically for people with disabilities that are located within one-quarter mile of a transit stop that receives transit service at least four times per hour for twelve or more hours per day, minimum parking space requirements are eliminated for residents. Parking requirements for staff and visitors of such housing units will be established pursuant to KZC 105.25. The city will require an applicant to record a covenant that prohibits the rental or sale of a unit subject to this parking restriction for any purpose other than providing for senior citizen households or housing for people with disabilities.
- c. For market rate multifamily dwelling units that are located within one-quarter mile of a transit stop that receives transit service from at least one route that provides service at least four times per hour for twelve or more hours per day, minimum parking requirements for one-bedroom and studio units are reduced to one parking space per one-bedroom unit and 0.75 space per studio unit.
- d. When utilizing parking space reductions for one-bedroom or studio units in above subsections a. and/or c., those dwelling units shall provide additional guest parking consistent with the requirements in KZC 105.20.3. The Planning Official may reduce or eliminate the number of required on-site guest parking spaces for those units where a peak occupancy analysis of on-street parking along the subject property's street frontage, using methodology approved by the City's Transportation Engineer, shows availability of an equal or greater number of available on-street parking spaces.

Amendment #15: Modifications for vehicular and pedestrian improvements

KZC 105.103 – Modifications

- 3. Modifications – A modification to improvement requirements of this chapter may be required or granted if the applicant demonstrates on submitted plans and/or in writing that the following criteria have been met for modifications to the applicable sections:

- a. For a modification to KZC 105.10 for vehicular access easements or tracts and for KZC 105.60~~(2)~~ ~~and~~ (3) and 105.97 for parking area design, the requirements may be modified if:
- 1) The modifications will not affect the ability to provide any property with police, fire, emergency medical, or other essential services; and
 - 2) One (1) of the following requirements is met:
 - a) The modification is necessary because of a preexisting physical condition; or
 - b) The modification will produce a site design superior to that which would result from adherence to the adopted standard.
 - 3) Exception: KZC 105.10(2)(g) relating to screening for access easements or tracts will use the modification criteria ~~for buffering~~ in subsection ~~(3)(g)(3)(h)~~ of this section.
- b. For a modification to KZC 105.18 or 105.19 the requirements for pedestrian access may be modified if:
- 1) The modification is necessary because of the size, configuration, topography or location of the subject property;
 - 2) The modification will provide for equal or improved pedestrian and bicycle safety and convenience; and
 - 3) The modification will not have any substantial detrimental effect on nearby properties and the City as a whole.
- c. For a modification to KZC 105.20 and 105.45, a decrease in the required number of spaces may be granted if the number of spaces proposed is documented by an adequate and thorough parking demand and utilization study to be sufficient to fully serve the use. The study shall be prepared by a licensed transportation engineer or other qualified professional, and shall analyze the operational characteristics of the proposed use which justify a parking reduction. The scope of the study shall be proposed by the transportation engineer and approved by the City Transportation Engineer. The study shall provide at least two (2) days of data for morning, afternoon and evening hours, or as otherwise approved or required by the City Transportation Engineer. Approval of a parking reduction shall be solely at the discretion of the City. A decrease in the minimum required number of spaces may be based in whole or part on the provision of nationally accepted TDM (transportation demand management) measures. Data supporting the effectiveness of the TDM measures shall be provided as part of the parking demand and utilization study and approved by the City Transportation Engineer.

For multifamily parking modifications in zones outside of the Totem Lake Urban Center, the parking demand rate result shall be increased by fifteen (15) percent and the resultant total shall then be subject to the visitor parking requirements in KZC 105.20(3).

For multifamily parking modifications in TL zones within the Totem Lake Urban Center, the parking demand rate total shall be subject to the visitor parking requirements in KZC 105.20(3), and the applicant must submit a Transportation Management Plan (TMP) for review and approval of the City Transportation Engineer. At a minimum, requirements for the TMP include:

- 1) A parking management plan for all stalls associated with the development; and
- 2) Confirmation that parking charges will be unbundled from the leases for the development.

The Planning Official shall not approve or deny a modification to decrease the number of parking spaces without first providing notice of the modification request to the owners and residents of property within 300 feet of the subject property and providing opportunity for comment. The Planning Official shall use mailing labels provided by the applicant, or, at the discretion of the Planning Official, by the City. Said comment period shall not be less than seven (7) calendar days. Properties located in the CBD 1A, 1B, 2, and 8 zones that receive parking modification approval under this section are not eligible to utilize the special parking provisions in KZC 50.60(3)(a), Certain Floor Area Exempt from Parking Requirements.

- d. For a modification to KZC 105.40, the requirements for parking area location may be modified if:
 - 1) The proposed parking area will have no adverse impacts on adjacent properties;
 - 2) It is reasonable to expect that the proposed parking area will be used by the subject use; and
 - 3) A safe pedestrian and/or shuttle connection exists, or will be created, between the subject use and the proposed parking area.
- e. For a modification to the landscape and buffer requirements for parking and driving areas, see Chapter 95 KZC.
- f. For a modification to KZC 105.60(1) for parking area design, the requirements may be modified if the reduced dimensions are supported by an adequate and thorough parking design and operational study demonstrating functional and user-friendly parking operations. The study shall be prepared by a licensed transportation engineer or other qualified professional and shall analyze the operational characteristics of the proposed parking, including parking maneuvers, queuing, turnover frequency, safety, and traffic volumes. The scope of the study shall be proposed by the transportation engineer and approved by the City traffic engineer. Approval of reduced dimensions shall be solely at the discretion of the City.
- g. For a modification to KZC 105.77, the curbing requirement for parking areas and driveways may be modified if:
 - 1) The modification would result in superior landscaping and/or increased retention of significant natural vegetation;
 - 2) The modification will not result in increased hazards for pedestrians or vehicles; and
 - 3) The modification will not result in increased erosion of unpaved areas onto the parking area, driveway, or rights-of-way.
- h. ~~See Chapter 95 KZC for a modification of the buffering requirements for parking and driving areas.~~ For a modification to KZC 105.10(2)(g), the screening requirements for access easements or tracts may be modified if:
 - 1) The existing topography of or adjacent to the subject property decreases or eliminates the need for visual screening; or
 - 2) The modification will be of more benefit to the adjoining property by causing less impairment of view or sunlight; or
 - 3) The modification will provide a visual screen that is comparable or superior to the buffer required by KZC 105.10(2)(g).

- i. For a modification to KZC 105.100, the surface material requirement for parking areas and driveways may be modified if:
- 1) The surfacing material will not enter into the drainage system, or onto public or other private property; and
 - 2) The material will provide a parking surface which is usable on a year-round basis.

Amendment #16: Impact Fee Exemptions for Affordable Housing

KZC 112.20.5 – Basic Affordable Housing Incentives

5. Impact Fee and Permit Fee Calculation –

- a. Applicants providing a greater number of affordable housing units or a greater level of affordability than is required by this code may request an exemption from payment of:
- 1) ~~road~~ Road impact fees ~~for the affordable housing units~~ as established by KMC 27.04.050; and
 - 2) ~~Applicants providing affordable housing units may request an exemption from payment of p~~Park impact fees ~~for the affordable housing units~~ as established by KMC 27.06.050.
- The allowed exemption shall only apply to those units in excess of the minimum required by code unless the development will be utilizing public assistance targeted for low-income housing.
- b. Applicants providing affordable housing units may request an exemption from the payment of school impact fees as established by KMC 27.08.050.
- c. Applicants providing affordable housing units are eligible for exemption from various planning, building, plumbing, mechanical and electrical permit fees for the bonus units allowed under subsection (2)(c) of this section as established in KMC 5.74.070 and KMC Title 21.

Amendment #17: Low Impact Development

KZC 114.25.1.b – Lapse of Approval

- b. Lapse of Approval – Unless otherwise specified in the decision granting Process I approval, the applicant must begin construction or submit to the City a complete building permit application for development of the subject property consistent with the Process I approval within five (5) ~~four (4)~~ years after the final decision granting the Process I approval or that decision becomes void. The applicant must substantially complete construction consistent with the Process I approval and complete all conditions listed in the Process I approval decision within seven (7) ~~six (6)~~ years after the final decision on the Process I approval or the decision becomes void. “Final decision” means the final decision of the Planning Director.

Amendment #18: Size Limitations for Structures Abutting or Within Low Density Zones and Abutting Low Density Uses in PLA 17

KZC 115.136.1

1. ~~On properties located in~~ zones where the general regulations require compliance with this section where structure size limitations are established, any portion of a structure greater than 15 feet in height shall be no greater than 50 feet in length within 30 feet of the following:
 - a. A parcel in a low density zone, where the subject property is not in a low density zone;
 - b. A parcel within a low density zone containing a detached dwelling unit, where the subject property is in a low density zone;
 - c. A parcel within the PLA 17 zone containing a low density use; or
 - d. A parcel within PLA 3C containing an attached dwelling unit, where the subject property is in PLA 3C.

The structure's length shall be measured parallel to the property line separating the subject property from the abutting low density zone or use. See Plate 38 in Chapter 180 KZC. The 30-foot distance shall be measured from the perimeter property lines of the protected parcel where the zoning boundary is located in a right-of-way. Structures or portions thereof shall be treated as a single structure if any portions of the structures, other than those elements listed in subsection (2)(b) of this section, are located within 20 feet of each other.

Amendment #19: Garage Requirements for Detached Dwelling Units in Low Density Zones

KZC 115.43.5 – Deviation from Requirements

5. ~~Deviation from Requirements~~ Modification of Requirements– The Planning Official may ~~allow deviations from~~ modify the requirements of this section if the following criteria are met:
 - a. The modification is necessary because of the size, configuration, topography or location of the subject property, or the location of a preexisting improvement on the subject property that conformed to the Zoning Code in effect when the improvement was constructed. For purposes of this modification from requirements, a carport shall not be considered a preexisting improvement; and
 - b. The modification supports the purpose and intent of the garage setback regulations; and
 - c. The modification includes design details that minimize the dominant appearance of the garage when viewed from the street, access easement or tract (for example, casings; columns; trellises; windows; surface treatments or color; single-stall doors; door offsets; narrowed driveway widths; and/or enhanced landscaping); and
 - d. The modification will not have any substantial detrimental effect on nearby properties and the City as a whole.

Amendment #20: Accessory Uses and Definitions Related to WA State Department of Children, Youth, and Families

KZC 5.10.302 – Definition – Family Child-Care Home

A child-care operation in the family living quarters of the provider's home for no more than 12 children, not including family members who reside in the home or employees of the family child-care home, licensed by the Washington State Department of ~~Children, Youth, and Families~~ Early Learning.

KZC 115.10.5 – Family Child-Care Home

5. Family Child-Care Home – Pursuant to Chapter 43.215 RCW, a family child-care home is a permitted accessory use in any residential or commercial zone which allows residential use. A family child-care home shall be subject to the following regulations:
 - a. The family child-care home is subject to the requirements established by the Washington State Department of Children, Youth, and Families ~~Early Learning~~ (DCYFEL) (WAC Title 170).
 - b. The family child-care provider shall be licensed by DCYFEL to operate a family child-care home.
 - c. A safe passenger loading area as certified by the DCYFEL licensor shall be provided.
 - d. The family child-care home shall comply with all applicable building, fire, safety, and health codes enforced by the City.
 - e. The family child-care home shall comply with all applicable use regulations of the Kirkland Zoning Code.
 - f. All signage shall conform with the applicable requirements of Chapter 100 KZC.
 - g. The City has the authority to limit the hours of operation to facilitate neighborhood compatibility.
 - h. Prior to receiving State licensing, the family child-care provider shall provide the City with proof of written notification informing immediately adjoining property owners of the intent to locate and maintain the family child-care home. The notification shall:
 - 1) Inform the notified parties that comments may be submitted to the DCYF ~~Department of Early Learning~~; and
 - 2) Provide contact information for submitting such comments to the DCYF ~~Department of Early Learning~~.
 - 3) The proof of notification shall be in the form of a written affidavit containing:
 - 1) a) The date and means of notification;
 - 2) b) A copy of the notification; and
 - 3) c) A list of the parties to whom the notification was distributed.

Amendment #21: Legal Building Site Criteria

KZC 115.80.2.c – Exception, Detached Dwelling Units

- c. The lot was created before the enactment of the lawful zoning code by King County; it was annexed to the City of Kirkland in 2011; the lot size is at least 60 percent of minimum lot size applicable under current Kirkland zoning; and development shall comply with the restrictions of KMC 22.28.042(d) ~~and~~ ~~(f)~~; or

Amendment #22: Required Yards

KZC 115.115.3.o – Required Yards, Structures and Improvements

- o. In low density residential zones:
 - 1) Detached garages, including second story uses, utilizing an alley for their primary vehicular access may be located within five (5) feet of the rear property line, if:
 - a) Garage doors will not extend over the property line when open; and
 - b) The garage complies with KZC 115.135, which regulates sight distance at intersections.
 - 2) Detached garages, including second story uses, utilizing an alley for their primary vehicular access may extend to the rear property line, if:
 - a) The lot is 50 feet wide at the rear property line on the alley;
 - b) The garage has side access with garage doors that are perpendicular to the alley;
 - c) The garage eaves do not extend over the property line; and
 - d) The garage complies with KZC 115.135, which regulates sight distance at intersections.
 - 3) Garages and detached accessory dwelling units without alley access may be located no closer than five (5) feet of the rear property line; provided, that:
 - a) The portion of the structure that is located within the required rear yard is no taller than 15 feet above average building elevation; and
 - b) The rear yard does not abut an access easement that is regulated as a rear property line.
 - 4) Detached accessory dwelling units may be located within five (5) feet of an alley.
 - 5) Structures permitted under this subsection may include the elements allowed in required yards identified in KZC 115.115.3.d; provided, that:
 - a) The elements do not extend more than 18" from the structure permitted herein;
 - b) The elements do not extend over the rear property line; and
 - c) The total horizontal dimension of the elements, excluding eaves and cornices, may not exceed 25 percent of the length of the façade of the structure.

Amendment #24: Hazardous Liquid Pipelines

KZC 118.40 – Development Permit Application Submittal Requirements

For all activities requiring a development permit:

- 1. The applicant shall show the hazardous pipeline corridor and applicable setbacks on site plans, subdivisions and short subdivisions for proposed development on properties to which this chapter applies.
- 2. The applicant shall provide verification that the pipeline operator has received and reviewed the development notice required in KZC 118.30. All comments provided by the operator shall be submitted or the operator shall confirm in writing that the operator has no comments.
- 3. Prior to issuance of any development permit, the applicant shall enter into an agreement with the City, which runs with the property, in a form acceptable to the City Attorney, indemnifying the City for any damage

resulting from development activity on the subject property which is related to a hazardous liquid pipeline.
The agreement shall be recorded with the King County Recorder's Office.

Amendment #25: Challenge to Hearing Examiner's Recommendation

KZC 152.85.3 – How and When To File a Challenge

3. How and When To File a Challenge

- a. The challenge may be filed by delivering it to the Planning and Building Department, together with the fee established by ordinance, within seven (7) calendar days of the date of distribution of the Hearing Examiner's recommendation on the application; provided, that if the seventh day falls on a Saturday, Sunday, or legal holiday, the seventh day of the challenge period shall be extended through the next day on which the City is open for business.
- b. Prior to delivery under subsection (3)(a) of this section, ~~The~~ the person filing the challenge shall, ~~prior to delivery under subsection (3)(a) of this section,~~ mail, via postal service or electronically, or personally deliver a copy of the challenge and a notice of the deadline for responding to the challenge as established in subsection (3)(c) of this section to those persons described in subsection (1) of this section. Proof of delivery ~~by mail or personal delivery~~ shall be by affidavit attached to the copy of the challenge letter filed with the Planning and Building Department pursuant to subsection (3)(a) of this section.
- c. Any person receiving a copy of the challenge letter, pursuant to subsection (3)(b) of this section, may file a written response to the challenge. Such response shall be submitted to the Planning and Building Department within seven (7) calendar days after the day the challenge letter was filed with the Planning and Building Department.
- d. Any person filing a response pursuant to this section shall mail, via postal service or electronically, or personally deliver a copy of the response to those persons described in subsection (1) of this section. Proof of delivery ~~by mail or personal delivery~~ shall be by affidavit attached to the copy of the response to the challenge letter filed with the Planning and Building Department pursuant to subsection (3)(a) of this section.

Amendment #26: Removal of term "citizen" from Zoning Code

KZC 90.35.9.h

- h. Community Citizen volunteers doing restoration must be under the direct supervision of City staff.

KZC 90.40.6.f(6)

- 6) For public restoration, community citizen volunteers doing restoration must be under the direct supervision of City staff;

KZC 130.10.1.c

- c. It is initiated by either the City or another party and will implement a citizencommunity-initiated amendment to the Comprehensive Plan approved pursuant to Chapter 140 KZC.

KZC 135.20

135.20 Threshold Determination for ~~CitizenCommunity~~-Initiated Proposals Associated with Amendments to the Comprehensive Plan

~~CitizenCommunity~~-initiated proposals to amend the Zoning Code associated with a proposal to amend the Comprehensive Plan must follow the 2-step review process described in KZC 140.20(1) and (2), and meet KZC 140.20(3)(a) concerning City resources.

KZC 135.23

City or ~~citizencommunity~~-initiated proposals to amend the Zoning Code not associated with a proposal to amend the Comprehensive Plan shall be docketed by the Planning Official for possible future development regulation amendment. The Planning Official shall introduce all or a portion of docketed proposals to the Planning Commission.

KZC 140.20

140.20 Threshold Determination for ~~CitizenCommunity~~-Initiated Requests

1. General – The Planning and Building Department can establish a deadline for submitting ~~citizencommunity~~-initiated requests. Applicants will be required to submit an application, a review fee and any other pertinent information determined necessary to consider the request. The ~~citizencommunity~~-initiated requests shall only be considered in conjunction with the City's regular review of the Comprehensive Plan described in KZC 140.45.

2. Process – ~~CitizenCommunity~~-initiated requests require a 2-step review process using Process IV described in Chapter 160 KZC:

- a. A threshold review to determine those proposals that are eligible for further consideration; and
- b. A final decision.

KZC 140.25

For both City and ~~citizencommunity~~-initiated amendments, the City shall take into consideration, but is not limited to, the following factors when considering approval of a proposed amendment to the Comprehensive Plan;

KZC 160.20.1

1. General – The City Council shall make a threshold review of each ~~citizencommunity~~-initiated proposal to amend the Comprehensive Plan pursuant to KZC 140.20 and to amend the Zoning Code and/or Zoning Map done in conjunction with the process to amend the Comprehensive Plan.

Amendment #27: Process IIB/IV/IVA Jurisdiction of the Houghton Community Council

KZC 152.100.2

2. Disapproval Jurisdiction – If the City Council approves an application within the disapproval jurisdiction of the Houghton Community Council, that approval shall become effective only upon:
 - a. Approval by a majority of the entire membership of the Houghton Community Council. Such approval shall be by resolution; or
 - b. Failure of the Houghton Community Council to disapprove the application within 60 calendar days ~~after of~~ City Council's ~~adopts final enactment of~~ the ordinance or resolution granting the application. The vote to disapprove the application must be approved by resolution by a majority of the entire membership of the Community Council.

KZC 160.95.1

1. General – If the City Council approves a resolution or ordinance within the disapproval jurisdiction of the Houghton Community Council, that resolution or ordinance shall become effective within the Houghton community only upon:
 - a. Approval by a majority of the entire membership of the Houghton Community Council. Such approval shall be by resolution; or
 - b. Failure of the Houghton Community Council to disapprove the resolution or ordinance within 60 days ~~after of final enactment by~~ City Council ~~approval~~. The vote to disapprove the resolution or ordinance must be approved by resolution by a majority of the entire membership of the Community Council.

KZC 161.95.1

1. General – If the City Council approves an ordinance within the disapproval jurisdiction of the Houghton Community Council, that ordinance shall become effective within the Houghton Community only upon:
 - a. Approval by a majority of the entire membership of the Houghton Community Council. Such approval shall be by resolution; or
 - b. Failure of the Houghton Community Council to disapprove the ordinance within 60 days ~~after of final enactment by~~ City Council ~~approval~~. The vote to disapprove the ordinance must be approved by resolution by a majority of the entire membership of the Community Council.

Amendment #28: Zoning Designations PLA6C and BC

Various KZC sections

All obsolete references to zoning classifications PLA6C and BC will be deleted.

Amendment #30: Subdivision Design Requirements for Cottage Developments

KMC 22.28.050 – Lots – Dimensions.

Lots must be of a shape so that reasonable use and development may be made of the lot. Generally, the depth of the lot should not be more than twice the width of the lot. In no case shall a lot be less than fifteen feet in width where it abuts the right-of-way, vehicular-access easement or tract providing vehicular access to the subject lot. For lots smaller than five thousand square feet in size located in “low density zones” as defined in the Zoning Code, the lot width at the back of the required front yard shall not be less than fifty feet unless the garage is located at the rear of the lot or the lot is a flag lot. A covenant shall be signed prior to the recording of the plat to ensure that the garage will be located at the rear of the lot if this option is chosen. [This lot width requirement shall not apply to lots developed pursuant to the Cottage, Carriage, or Two/Three-Unit Homes Regulations in KZC 113.](#)

Amendment #32: Parking in Required Yards

KZC 115.115.5.b – Attached and Stacked Dwelling Units (Except Duplexes) and Assisted Living Facilities in Residential Zones

5. Driveways and Parking Areas – Driveways and parking areas are not allowed in required yards except as follows:
 - a. Detached Dwelling Units, Duplexes, and Two-Unit Homes and Three-Unit Homes Approved Under Chapter 113 KZC
 - 1) General – Vehicles may be parked in the required front or rear yard if parked on a driveway and/or parking area. For the purpose of this section, vehicles are limited to those devices or contrivances which can carry or convey persons or objects and which are equipped as required by federal or state law for operation on public roads. A driveway and/or parking area shall not exceed 20 feet in width in any required front yard, and shall be separated from other hard-surfaced areas located in the required front yard by a landscape strip at least 18 inches in width. This landscape strip may be interrupted by a walkway or pavers providing a lateral connection from the driveway to other hard-surfaced areas, as long as such walkway or pavers do not exceed five (5) feet in width. A driveway and/or parking area shall not be closer than five (5) feet to any side property line (see Plate 14); provided:
 - a) That where access to a legally established lot is provided by a panhandle or vehicle access easement measuring less than 20 feet in width, a driveway not exceeding 10 feet in width, generally centered in the panhandle or access easement, shall be permitted (see Plate 14A);and

- b) That for flag lots, a 5-foot setback is not required from any side property line that abuts a neighboring lot that was part of the same plat.
 - c) That any driveway which generally parallels a right-of-way or easement road shall be set back at least five (5) feet from the right-of-way or easement, except for a 20-foot-wide section where the driveway connects with the right-of-way or easement. Such driveway shall not have a width of more than 10 feet within the front or rear yard (see Plate 14B) and shall be separated from other hard-surfaced areas located in the front or rear yard by a landscape strip at least five (5) feet in width. Where more than one (1) driveway is permitted within a front or rear yard, those driveways shall be separated by a landscape strip at least five (5) feet in width.
- 2) Exception – Driveways and/or parking areas may exceed 20 feet in width if:
 - a) The driveway/parking area serves a 3-car garage; and
 - b) The subject property is at least 60 feet in width; and
 - c) The garage(s) is (are) located no more than 40 feet from the front property line; and
 - d) The driveway/parking area flares from 20 feet at the property line to a maximum of 30 feet in width.
 - 3) The Planning Official may approve a modification to the driveway and/or setback requirements in subsection (5)(a)(1) of this section if:
 - a) The Public Works Department requires an on-site vehicular turnaround adjacent to the driveway, which must be the minimum necessary dimension as determined by the Public Works Department; or
 - b) The existing topography of the subject property or the abutting property decreases or eliminates the need for the setback; or
 - c) The location of pre-existing improvements or vegetation on the abutting site eliminates the need for or benefit of a setback; and
 - d) The modification will not have any substantial detrimental effect on abutting properties or the City as a whole.
- ~~b. Attached and Stacked Dwelling Units (Except Duplexes) and Assisted Living Facilities in Residential Zones~~
- ~~1) Vehicle parking areas shall have a minimum 20-foot setback from all front property lines and meet the minimum required setbacks from all other property lines for that use.~~
 - ~~2) Driveways shall have a minimum 5-foot setback from all property lines, except for the portion of any driveway which connects with an adjacent street.~~
- ~~eb.~~ Vehicle parking areas for schools and day-care centers greater than 12 students shall have a minimum 20-foot setback from all property lines.
- ~~dc.~~ Other Uses – Parking areas and driveways for uses other than those addressed in subsections (5)(a), ~~and (b), and (c)~~ of this section may be located within required setback yards, but, except for the portion of any driveway which connects with an adjacent street, not closer than five (5) feet to any property line. Where this provision conflicts with a regulation of a specific zone, the regulation of the specific zone shall govern.

- ed.** Shared Parking and Shared Driveways – If a parking area or driveway serves two (2) adjacent uses, the shared parking area or driveway may be anywhere in the required setback yard between the uses.
- fe.** Exceptions for Projects Requiring Design Review – If a project is reviewed through design review pursuant to Chapter 142 KZC, the driveway shall comply with parking area location and design requirements as determined by the Design Review Board.

Amendment #33: Noise Studies in Industrial Zones

KZC 40.20– Permitted Uses

See Exhibit C for full KZC Chapter 40.20 Permitted Uses table with amended text.

Amendment #34: Limited Ground Floor Office Use Exceptions for CBD 8

KZC 50.64.1

1. This section provides limited exceptions to ground floor office use restrictions in CBD 3 and that portion of CBD 8 located within 110 feet of Market Street or within 175 feet of 3rd Street.
2. On the street level floor of buildings in these subareas, the Planning Director may approve certain office uses determined to complement existing pedestrian-oriented uses in the CBD. The applicant must demonstrate that the proposed type of office use is primarily oriented to serving visiting customers and that the design of the street frontage will maximize visual interest. Examples of such uses may include offices for medical, dental, veterinarian, travel agency, and real estate sales but not include offices for administrative, management, medical labs, attorneys, and accountants. The interior space shall orient to the storefront by placing lobby, reception, or accessory sales uses to the front and avoiding uses in the storefront area that would require window coverings.

In the CBD 3 or CBD 8 zones, if an office use is approved pursuant to this section, the required front yard for this use shall be zero feet for one story at street level. No parking may encroach into the required front yard. If this use provides a zero-foot front yard, the lot coverage for the entire property shall be 100 percent.

Amendment #35: Mechanical Units in Required Yards

KZC 115.115.3.p – Structures and Improvements Allowed in Required Yards

- p. HVAC and similar types of mechanical equipment may be placed no closer than five (5) feet to a front, side, or rear property line, ~~and may only be located in a required front yard for single-family residential uses pursuant to subsection 2 below~~ and shall not be located within a required front yard; provided, that such equipment may be located in a storage shed approved pursuant to subsection (3)(m) of this section or a garage approved pursuant to subsection (3)(o)(2) of this section. All HVAC and similar types of mechanical equipment shall meet the standards below:
- 1) For properties other than single-family residential, HVAC and similar types of mechanical equipment shall be surrounded by landscaping or a solid screening enclosure, or located in such a manner that they are not visible from adjoining properties or rights-of-way; and

- 2) HVAC and similar types of mechanical equipment may be located in required front yards when there is no feasible alternative location outside of the required front yard, provided that such equipment shall be surrounded by landscaping or a solid screening enclosure, or located in such a manner that they are not visible from adjoining properties or rights-of-way.
- 23) The HVAC and similar types of mechanical equipment shall not violate KZC 115.95 (Noise Regulations) or KZC 115.100 (Odor), or create undue heat or vibration on the adjoining property.
- 4) The Planning Official may approve a modification to the locational provisions in this section for HVAC and similar types of mechanical equipment that are replacing legally nonconforming equipment where no increase in the footprint of the equipment is proposed.

Amendment #36: Missing Middle Housing Allowances in RSA Zones

KZC 15.20, Permitted Use (PU) Special Regulation 8

See Exhibit D for full KZC Chapter 15.20 Permitted Uses table with amended text.

Amendment #37: Missing Middle Front Yard Setbacks in RSX and RSA Zones

KZC 113.25 (not effective in Houghton Community Municipal Corporation), Development Chart for Cottages, Carriage Units and Two/Three-Unit Homes – Minimum Required Yards Row

Please refer to KZC 113.30, 113.35 and 113.40 for additional requirements related to these standards.

	<u>Cottage</u>	<u>Carriage</u>	<u>Two/Three-Unit Home</u>
Max Unit Size	1,700 square feet ^{1, 2}	800 square feet located above a garage structure in a <u>cottage</u> housing development	Maximum size of a two- or three-unit home is determined by the <u>floor area ratio</u> (F.A.R.) in the underlying zone ³
Density	Two times the maximum number of <u>detached dwelling units</u> allowed in the underlying zone ^{4, 5, 6, 7}		
Max Floor Area Ratio (F.A.R.) ⁸	Equal to the base zoning allowance for <u>single-family residences</u>		
Development Size ⁹	Min. 2 units Max. 24 units	Allowed when included in a <u>cottage</u> project; reviewed as part of <u>cottage</u> project	No development size limitation
	Maximum cluster: 12 units		
Review Process	None		None
Minimum <u>Lot Size</u>	Beyond density restrictions, there is no required minimum <u>lot size</u> for lots created through the subdivision process. (The number of allowed units on the subject property is determined by the density provision of this chart.)		

	<u>Cottage</u>	<u>Carriage</u>	<u>Two/Three-Unit Home</u>
Parking Requirements ¹⁰	<p>Provided a development is within one-half mile of transit service with 15-minute headways during commute hours: 1 space per unit</p> <p>Provided a development is more than one-half mile from transit service with 15-minute headways during commute hours:</p> <p>Units which are 1,000 square feet or less = 1 space per unit</p> <p>Units which are over 1,000 square feet = 1.5 spaces per unit</p> <p>See KZC 105.20 for visitor parking</p> <p>One attached ADU = no additional on-site space required</p>		
Minimum Required Yards (from exterior property lines of subject property)	Front: 20' 13.14.15 Side: 5' Rear: 10'	Must be included in a <u>cottage</u> project	Front: 20' Side: 5' Rear: 10'
Lot Coverage (all impervious surfaces) ¹¹	Equal to the base zoning allowance for <u>single-family residences</u>	Must be included in a <u>cottage</u> project	Equal to the base zoning allowance for <u>single-family residences</u>
Height <u>Dwelling Units</u> <u>Accessory Structures</u>	<p>Equal to the base zoning allowance for <u>single-family residences</u></p> <p>One <u>story</u>, not to exceed 18' above A.B.E.</p>		
Tree Retention	The tree retention plan standards contained in KZC 95.30 shall apply to development approved under this chapter.		
Common <u>Open Space</u>	<p>300 square feet per unit for <u>cottage</u> developments containing 5 or more units and not required for <u>duplexes</u> or <u>triplexes</u>.</p> <p>Can be reduced to 200 square feet per unit if a permanent recreational/communal feature, such as cooking facilities, play equipment or permanent outdoor furniture, is provided.</p> <p>Private <u>open space</u> is also encouraged (see KZC 113.35).</p>		
Community Buildings	Community buildings are encouraged. See KZC 113.30 for further regulations.		
Attached Covered Porches ¹²	Each unit must have a covered porch with a minimum area of 64 square feet per unit and a minimum dimension of 7' on all sides.	NA	Attached covered porches are encouraged as a design feature.
Development Options	Subdivision Condominium		

	<u>Cottage</u>	<u>Carriage</u>	<u>Two/Three-Unit Home</u>
	Rental or Ownership		
<u>Accessory Dwelling Units (ADUs)</u>	Allow attached ADUs as part of a <u>cottage</u> or two-/three-unit home development.		

- ¹ A covenant restricting any increases in unit size after initial construction shall be recorded against the property. Vaulted space may not be converted to habitable space.
- ² Maximum size for a cottage is 1,700 square feet. A cottage may include an attached garage, not to exceed an additional 250 square feet, and is not included in the maximum square footage limitation.
- ³ Maximum size for a two- or three-unit home:
 - a. Regulated by the floor area ratio (F.A.R.) of the underlying zone. In the disapproval jurisdiction of the Houghton Community Council, where F.A.R. is not applicable, maximum unit size is limited to applicable development regulations found in the underlying zone.
- ⁴ Existing detached dwelling units may remain on the subject property and will be counted as units.
- ⁵ When the conversion from detached dwelling units to equivalent units results in a fraction, the equivalent units shall be limited to the whole number below the fraction.
- ⁶ See KZC 90.170 for density calculation on a site which contains a wetland, stream, minor lake, or their buffers.
- ⁷ To determine equivalent units for a two- or three-unit home, the following formula will be used: Lot area/min. lot size per unit in underlying zone x 2 = maximum units (always round down to nearest whole number).
Example (RS 7.2 zone): 12,500/7,200 = 1.7 x 2 = 3.4 units, rounded down to 3 units.
- ⁸ F.A.R. regulations:
 - a. F.A.R. regulations are calculated using the “buildable area” of the site, as defined in KZC 90.170. Where no critical areas regulated under Chapter 90 KZC exist on the site, F.A.R. regulations shall be calculated using the entire subject property, except as provided in subsection (b) of this footnote.
 - b. Where native growth protective easements (NGPEs) for slopes result in a restricted area for development, density may be limited to ensure that the F.A.R. on the developed portion of the site remains compatible with surrounding development and generally consistent with the F.A.R. limitation of this chapter.
 - c. F.A.R. for individual lots may vary. All structures on site, other than median income units and any attached garages for the median income units provided under KZC 113.40, shall be included in the F.A.R. calculation for the development.
- ⁹ Cluster size for cottage developments is intended to encourage a sense of community among residents. A development site may contain more than one cluster, with a clear separation between clusters.
- ¹⁰ See KZC 105.20 for requirements related to guest parking.
- ¹¹ Lot coverage is calculated using the entire development site. Lot coverage for individual lots may vary.
- ¹² Requirements for porches do not apply to carriage or two-/three-unit homes.
- ¹³ On corner lots in RSX and RSA zones, only one front yard must be a minimum of 20 feet. All other front yards shall be regulated as a side yard (minimum five-foot yard). The applicant may select which front yard shall meet the 20-foot requirement.

¹⁴ On lots with two front yards that are essentially parallel to one another in RSX and RSA zones, only one front yard must be a minimum of 20 feet. The other will be regulated as a rear yard (minimum 10 feet). The front yard shall be the yard adjacent to the front facade of the dwelling unit.

¹⁵ For properties within the jurisdiction of the Shoreline Management Act that have a shoreline setback requirement as established in Chapter 83 KZC and the setback requirement is met, the minimum required front yard is either: 10 feet or the average of the existing front yards on the properties abutting each side of the subject property. For the reduction in front yard, the shoreline setback is considered conforming if a reduction in the required shoreline setback is approved through KZC 83.380.

Amendment #38: Critical Areas within the Shoreline Jurisdiction

KMC 22.08 – Definitions

22.08.054 ~~Class A streams~~Repealed.

22.08.055 ~~Class B streams~~Repealed.

22.08.056 ~~Class C streams~~Repealed.

22.08.190 ~~Primary basins~~Repealed.

22.08.054 Class A streams.

~~Repealed by Ord. _____. For “Class A streams,” see definition in Chapter 83 KZC for properties within jurisdiction of the Shoreline Management Act.~~

22.08.055 Class B streams.

~~Repealed by Ord. _____. For “Class B streams,” see definition in Chapter 83 KZC for properties within jurisdiction of the Shoreline Management Act.~~

22.08.056 Class C streams.

~~Repealed by Ord. _____. For “Class C streams,” see definition in Chapter 83 KZC for properties within jurisdiction of the Shoreline Management Act.~~

22.08.190 Primary basins.

~~Repealed by Ord. _____. “Primary basins” means the watersheds associated with the following seven creeks: (1) Juanita Creek, (2) Forbes Creek, (3) Cochran Springs Creek, (4) Yarrow Creek, (5) Carillon Creek, (6) Denny Creek, and (7) Champagne Creek for properties within jurisdiction of the Shoreline Management Act. See Chapter 83 KZC.~~

KMC 22.28.200 – Preservation of natural features – Land adjacent to streams, lakes or wetlands.

The city may require that any area adjacent to a Type F, NP or Ns stream under Chapter 90 KZC ~~or Class A, B and C stream for properties within a jurisdiction of the Shoreline Management Act under Chapter 83 KZC,~~ a lake, or a wetland be kept in its natural or preexisting state if this is reasonably necessary to prevent hazards to persons or property. In addition, the city may also require that areas around Type F, NP and Ns streams under

Chapter 90 KZC ~~or Class A, B, and C streams for properties within jurisdiction of the Shoreline Management Act under Chapter 83 KZC~~, lakes, wetlands, frequently flooded areas or fish and wildlife habitat conservation areas be kept in their natural or preexisting state if this is reasonably necessary to protect unique and valuable environments.

Amendment #39: Public Pedestrian Walkways

KMC 22.28.170 – Access – Walkways

- (a) The city may require the applicant to install pedestrian walkways in those instances identified in KZC 105.19 any of the following circumstances:
- ~~(1) If a walkway is indicated as appropriate in the comprehensive plan;~~
 - ~~(2) If the walkway is reasonably necessary to provide efficient pedestrian access to a designated activity center of the city;~~
 - ~~(3) Midblock pedestrian access may be required if blocks are unusually long.~~
- (b) Pedestrian access shall be provided by means of dedicated rights-of-way, tracts or easements at the city's option.

KZC 105.19 – Public Pedestrian Walkways

1. Public Pedestrian Walkways – Location – In addition to the pedestrian walkways required in KZC 105.18, the City may require the applicant to install pedestrian walkways for use by the general public on the subject property and dedicate public pedestrian access rights in any of the following circumstances where the walkway is reasonably necessary as a result of the development activity:

- a. A pedestrian connection is indicated as appropriate in the Comprehensive Plan or Nonmotorized Active Transportation Plan; or designated elsewhere in this code; or
- b. A walkway is reasonably necessary to provide efficient pedestrian access to an designated activity center of the City, such as schools, parks, shopping areas, employment centers, or to transit; or
- c. A through-block pedestrian pathway where specifically required in Design Districts; or
- d. A through-block pedestrian pathway if blocks are unusually long; or
- e. Pedestrian access is necessary to connect between:
 - i. Existing or planned dead-end streets; or
 - ii. Through streets; or
 - iii. An existing street and the Cross Kirkland Corridor or Eastside Rail Corridor; or
 - iv. Other public pedestrian access walkways.

EXHIBITS

- A. KZC Chapter 20.20 and 20.30
- B. KZC Chapter 25.20 and 25.30
- C. KZC Chapter 40.20
- D. KZC Chapter 15.20

20.20 Permitted Uses

Permitted Uses Table – Medium Density Residential Zones

(RM 5.0; RMA 5.0; RM 3.6; RMA 3.6; WD I; WD III; PLA 2; PLA 3B; PLA 6F, PLA 6H, PLA 6K; PLA 7C; PLA 9; PLA 15B; PLA 17)

(See also KZC 20.30, Density/Dimensions Table, and KZC 20.40, Development Standards Table)

Use		Required Review Process: I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)											
		RM, RMA	WD I	WD III	PLA 2	PLA 3B	PLA 6F	PLA 6H	PLA 6K	PLA 7C	PLA 9	PLA 15B	PLA 17
20.20.010	Assisted Living Facility	None 1, 2, 3, 4, 5	I 3, 4	I 3, 4	NP	IIB 3, 4	None 3, 4, 5	IIA 3, 4, 5	None 3, 4, 5	None 3, 4, 5	NP	NP	IIA 3, 4, 5, 8
20.20.020	Boat Launch (for nonmotorized boats)	NP	I 6	I 6	NP	NP	NP	NP	NP	NP	NP	NP	NP
20.20.030	Church	IIA 2, 14	NP	NP	NP	NP	IIA	IIA	IIA	IIA	IIA	IIA	14, 15, 16
20.20.040	Community Facility	IIA 2, 17, 18	IIA	IIA	IIB 17	IIB	IIA	IIA	IIA	IIA	IIA	IIA 17	15, 16
20.20.050	Convalescent Center	IIA 2, 4	NP	NP	NP	NP	IIA 4	IIA 4	IIA 4	IIA 4	IIA	NP	IIA 4, 16, 17
20.20.060	Detached, Attached, or Stacked Dwelling Units	None 2, 21, 22, 23, 44	I 9	I 9	IIB 9	IIB 9	None	IIA	None	None	IIB 7	9, 11, 12	IIA 8, 9, 13
20.20.070	Detached Dwelling Unit	None 24	None	None	NP	None	None 24	None 24	None 24	None 24	None 24	None	None 24
20.20.080	Entertainment, Cultural and/or Recreational Facility	NP	NP	NP	NP	NP	NP	NP	NP	NP	IIB 25, 26	NP	NP
20.20.090	Golf Course	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	IIA 16, 17, 19, 20
20.20.100	Government Facility	IIA 2, 17	IIA	IIA	IIA 17	IIB	IIA	IIA	IIA	IIA	IIA	IIA 17	15, 16
20.20.110	Grocery Store, Drug Store, Laundromat, Dry	IIA 27	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP

Use		Required Review Process:											
		RM, RMA	WD I	WD III	PLA 2	PLA 3B	PLA 6F	PLA 6H	PLA 6K	PLA 7C	PLA 9	PLA 15B	PLA 17
	Cleaners, Barber Shop, Beauty Shop or Shoe Repair Shop												
20.20.120	Hotel or Motel	NP	NP	NP	NP	IIB 10	NP	NP	NP	NP	NP	NP	NP
20.20.130	Marina	NP	I 6, 28	NP	NP	I 6, 28	NP	NP	NP	NP	NP	NP	NP
20.20.140	Mini-School or Mini-Day-Care Center	None 2, 29, 30, 31, 32, 33	NP	NP	IIB 30, 31, 33, 34, 35	NP	None 30, 31, 33, 34, 35	None 30, 31, 33, 34, 35	None 30, 31, 33, 34, 35	None 30, 31, 33, 35	IIA 30, 31, 33, 34, 35	None 30, 31, 33, 35	I 16, 30, 31, 33, 34, 36
20.20.150	Nursing Home	IIA 2, 4	NP	NP	NP	NP	IIA 4	IIA 4	IIA 4	IIA 4	IIA	NP	IIA 4, 16, 17
20.20.160	Office Use	NP	NP	NP	NP	NP	NP	NP	NP	NP	IIB 25, 37, 38, 39	NP	NP
20.20.170	Piers, Docks, Boat Lifts and Canopies Serving Detached, Attached or Stacked Dwelling Units	I 6	I 6	I 6	NP	I 6	NP	NP	NP	NP	NP	NP	NP
20.20.180	Piers, Docks, Boat Lifts and Canopies Serving Detached Dwelling Unit	NP	I 6	I 6	NP	I 6	NP	NP	NP	NP	NP	NP	NP
20.20.190	Public Access Pier, Boardwalk, or Public Access Facility	NP	I 6	I 6	NP	I 6	NP	NP	NP	NP	NP	NP	NP
20.20.200	Public Park	Development standards will be determined on a case-by-case basis. See KZC 45.50.40											
20.20.210	Public Utility	IIA 2, 17, 18	IIA	IIA	IIA 17	IIB	None	IIA	IIA	IIA	IIA	IIA 17	15, 16
20.20.220	Restaurant or Tavern	NP	IIA 41, 42	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
20.20.230	School or Day-Care Center	IIA 2, 29, 30,	NP	NP	NP	NP	IIA 30, 33, 34,	IIA 30, 33, 34,	IIA 30, 33, 34,	IIA 30, 33, 35,	IIA 30, 33, 34,	IIA 30, 33, 34,	15 16, 30, 33,

Use		Required Review Process:											
		RM, RMA	WD I	WD III	PLA 2	PLA 3B	PLA 6F	PLA 6H	PLA 6K	PLA 7C	PLA 9	PLA 15B	PLA 17
		32, 33, 43					35, 43	35, 43	35, 43	43	35, 43	35, 43	34, 36, 43
20.20.240	Water Taxi	NP	I 6	I 6	NP	NP	NP	NP	NP	NP	NP	NP	NP

Permitted Uses (PU) Special Regulations:

- PU-1. Not permitted in RM 5.0 or RMA 5.0.
- PU-2. Within the Rose Hill Business District (RHBD), D.R., Chapter 142 KZC.
- PU-3. A facility that provides both independent dwelling units and assisted living units shall be processed as an assisted living facility.
- PU-4. A nursing home use may be permitted as part of an assisted living facility use in order to provide a continuum of care for residents. If a nursing home use is combined with an assisted living facility use, the required review process shall be the least intensive process between the two uses.
- PU-5. The assisted living facility shall provide usable recreation space of at least 100 square feet per unit, in the aggregate, for both assisted living units and independent dwelling units, with a minimum of 50 square feet of usable recreation space per unit located outside.
- PU-6. See Chapter 141 KZC for additional procedural requirements in addition to those in Chapter 145 KZC.
- PU-7. Stacked Dwelling Units are not allowed.
- PU-8.
- a. If development will result in the isolation of a low density use, site design, building design, and landscaping must mitigate the impact of that isolation.
 - b. West of Forbes Lake, site design should provide for the continuation of a bicycle or pedestrian path which generally follows the alignment of Slater Avenue NE and extending south to NE 90th Street.
 - c. Adjacent to Forbes Lake, new development should provide for public access to the lake in appropriate locations. Public access should be limited to passive uses, such as walking trails or viewpoints.
 - d. No vehicular connection through this subarea to NE 90th Street is permitted.
 - e. Viewpoints and interpretive information around streams and wetlands should be provided where possible. These features shall be permitted only where protection of natural features can be reasonably assured.
- PU-9. Detached Dwelling Units are not allowed as part of a development containing Attached or Stacked Dwelling Units.
- PU-10.
- a. The hotel or motel use may include ancillary meeting and conference facilities for the resident clientele and guests of residents, but not the general public.
 - b. The hotel or motel use may not include restaurant, retail, or office uses.
- PU-11. Development must be consistent with an approved Master Plan. The Master Plan must address all properties within PLA 15A and PLA 15B, which are owned by the applicant. The Master Plan will be approved in two stages:
- a. The first stage will result in approval of a Preliminary Master Plan using Process IIB, Chapter 152 KZC. The Preliminary Master Plan shall consist of at least the following:

- 1) A site plan which diagrammatically shows the general location, shape and use of the major features of development.
- 2) A written description of the planned development which discusses the elements of the site plan and indicates the maximum number of dwelling units and their probable size; the maximum area to be developed with nonresidential uses; the maximum size of moorage facilities and the maximum number of moorage slips; the maximum and minimum number of parking stalls; and the schedule of phasing for the Final Master Plan. The majority of the public use and access areas and off-site right-of-way improvements shall be included in the initial phases of the Final Master Plan.

In approving the Preliminary Master Plan, the City shall determine the appropriate review process for the Final Master Plan. The City may determine that the Final Master Plan be reviewed using Process IIA, Chapter 150 KZC, if the Preliminary Master Plan shows the placement, approximate dimensions and uses of all structures, vehicular and pedestrian facilities, open space and other features of development. Otherwise, the Final Master Plan shall be reviewed using Process IIB, Chapter 152 KZC.

- b. The second stage will result in approval of a Final Master Plan using Process IIA, Chapter 150 KZC, or Process IIB, Chapter 152 KZC, as established by the Preliminary Master Plan. The Final Master Plan shall set forth a detailed development plan which is consistent with the Preliminary Master Plan. Each phase of the Master Plan shall set forth a schedule for obtaining building permits for and construction of that phase.
- PU-12.
- a. Must be developed in conjunction with property in Planned Area 15A.
 - b. Vehicular circulation on the subject property must be designed to mitigate impacts on Lake Washington Boulevard and Lakeview Drive. Access points must be limited. The City may require traffic control devices and right-of-way realignment or limit development if necessary to further reduce traffic impacts.
 - c. Obstruction of views from existing development lying east of the Burlington Northern Railroad right-of-way must be minimized.
 - d. Structures, parking areas and roadways must be clustered and located away from areas with soils limitations and outside of the steep ravine located near the middle of Planned Area 15B.
 - e. Development must be consistent with the policies for development on the Houghton Slope in the Comprehensive Plan.
- PU-13. If the subject property contains four or more units, then it must contain at least 200 square feet per unit of common recreational open space usable for many activities. This required common recreational open space must have the following minimum dimensions:
- a. For four to 20 units, the open space must be in one or more pieces each having at least 800 square feet and having a length and width of at least 25 feet.
 - b. For 21 units or more, the open space must be in one or more pieces having a length and width of at least 40 feet.

The required common recreational open space may be reduced to 150 square feet per unit if permanent outdoor furniture, pool, cooking facilities, playground equipment, and/or a recreation building are provided in the common open space. The City shall determine if these outdoor provisions provide

comparable recreational opportunities as would the open space that is reduced, based on the number of residents that they would serve at one time. Also, the required minimum dimension for the open space containing these outdoor provisions may also be reduced in proportion to the reduced open space area.

PU-14. The property must be served by a collector or arterial street.

PU-15. The required review process is as follows:

- a. If the subject property, including all contiguous property owned by the applicant and held by others for future use by the applicant, is less than five acres, the required review process is Process IIA, Chapter 150 KZC.
- b. If the subject property, including all contiguous property owned by the applicant and held by others for future use by the applicant, is five or more acres, a Master Plan, approved through Process IIB, Chapter 152 KZC, is required. The Master Plan must show building placement, building dimensions, roadways, utility locations, land uses within the Master Plan area, parking location, buffering and landscaping.

PU-16. No vehicular connection through this subarea to NE 90th Street is permitted.

PU-17. Site design must minimize adverse impacts on surrounding residential neighborhoods.

PU-18. A community facility use is not permitted on properties within the jurisdiction of the Shoreline Management Act.

PU-19. May not include miniature golf.

PU-20. The following accessory uses are specifically permitted as part of this use:

- a. Equipment storage facilities.
- b. Retail sales and rental of golf equipment and accessories.
- c. A restaurant.

PU-21. Stacked dwelling units are not permitted in RM 5.0 and RMA 5.0 zones. Stacked dwelling units are permitted in all other RM and RMA zones.

PU-22. Development located in the RM 3.6 zone in North Rose Hill, lying between Slater Avenue NE and 124th Avenue NE, and NE 108th Place (extended) and approximately NE 113th Place (extended) shall comply with the following:

- a. Each development shall incorporate at least two acres; and
- b. Significant vegetation that provides protection from I-405 shall be retained to the maximum extent feasible.

PU-23. Residential uses may have an associated private shoreline park that is commonly owned and used by residents and guests.

PU-24. For this use, only one dwelling unit may be on each lot regardless of lot size.

- PU-25. Hours of operation may be limited by the City to reduce impact on residential uses.
- PU-26. The following accessory components are permitted as part of this use:
- a. Retail sales and rental of sports equipment for activity conducted on the subject property.
 - b. A restaurant encompassing not more than 20 percent of the gross floor area of this use.
- PU-27. a. This use may be permitted only if it is specifically consistent with the Comprehensive Plan in the proposed location.
- b. May only be permitted if placement, orientation, and scale indicate this use is primarily intended to serve the immediate residential area.
 - c. Must be located on a collector arterial or higher volume right-of-way.
 - d. Placement and scale must indicate pedestrian orientation.
 - e. Must mitigate traffic impacts on residential neighborhood.
 - f. May not be located above the ground floor of a structure.
 - g. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.
 - h. This use is not permitted in an RM zone located within the Rose Hill Business District (RHBD).
 - i. Also see Chapter 83 KZC for properties in shoreline jurisdiction.
- PU-28. The following accessory components are allowed if approved through Process IIB, Chapter 152 KZC:
- a. Boat and motor sales leasing.
 - b. Boat and motor repair and service if:
 - 1) This activity is conducted on dry land and either totally within a building or totally sight screened from adjoining property and the right-of-way; and
 - 2) All dry land motor testing is conducted within a building.
 - c. Meeting and special events rooms.
 - d. Gas and oil sale for boats if:
 - 1) Storage tanks are underground and on dry land; and
 - 2) The use has facilities to contain and clean up gas and oil spills. May have an overwater shed that is not more than 50 square feet and 10 feet high as measured from the deck.
- PU-29. May locate on the subject property if:
- a. It will not be materially detrimental to the character of the neighborhood in which it is located.

- b. Site and building design minimizes adverse impacts on surrounding residential neighborhoods.
- PU-30. A six-foot-high fence is required along the property lines adjacent to the outside play areas.
- PU-31. Structured play areas must be set back from all property lines by five feet.
- PU-32. Hours of operation of the use may be limited and parking and passenger loading areas may be relocated by the City to reduce impacts on nearby residential uses.
- PU-33. May include accessory living facilities for staff persons.
- PU-34. May locate on the subject property if:
- a. It will serve the immediate neighborhood in which it is located; or
 - b. It will not be materially detrimental to the character of the neighborhood in which it is located.
- PU-35. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.
- PU-36. Hours of operation and maximum number of attendees may be limited by the City to reduce impacts on nearby residential uses.
- PU-37. This use must be part of a primarily residential development that encompasses the entire zone. The maximum amount of allowable floor area for office use is computed using the following formula: (The maximum number of dwelling units allowed on the subject property minus the number of dwelling units proposed) x (the average square footage of the dwelling units proposed) equals the amount of square footage available for office use. In addition, the gross floor area of office use may not exceed 25 percent of the gross floor area of residential use.
- PU-38. May not include offices providing veterinary, medical, dental, or other health-related services.
- PU-39. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if:
- a. The ancillary assembled or manufactured goods are subordinate to and dependent on this use.
 - b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other office uses.
- PU-40. In the PLA 2 zone, portions of the park located within the wetlands must be devoted exclusively to passive recreation that is not consumptive of the natural environment.
- PU-41. Outside storage is not permitted.
- PU-42. Drive-in or drive-through facilities are prohibited.
- PU-43. Structured play areas must be set back from all property lines as follows:
- a. Twenty feet if this use can accommodate 50 or more students or children.
 - b. Ten feet if this use can accommodate 13 to 49 students or children.

PU-44. If the subject property lies in the RMA 3.6 zone and is adjacent to property within the TL 7B zone, the following shall apply:

- a. Landscaping on the subject property abutting the TL 7B boundary shall comply with KZC 95.42(1). Otherwise, Category D applies.
- b. Developers and residents should be aware that this property lies adjacent to a district containing and allowing future development of uses of a light industry/office nature, and impacts typically associated with these uses, such as noise and odor, may be experienced by residents.

(Ord. 4683 § 2, 2019; Ord. 4498 § 9, 2015; Ord. 4495 § 2, 2015; Ord. 4476 § 2, 2015)

20.30 Density/Dimensions

Density/Dimensions Table – Medium Density Residential Zones

(RM 5.0; RMA 5.0; RM 3.6; RMA 3.6; WD I; WD III; PLA 2; PLA 3B; PLA 6F, PLA 6H, PLA 6K; PLA 7C; PLA 9; PLA 15B; PLA 17)

(Refer to KZC 20.20, Permitted Uses Table, to determine if a use is allowed in the zone; see also KZC 20.40, Development Standards Table)

USE	Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation
		Front	Side	Rear (or shoreline setback)		
20.30.010	Assisted Living Facility ¹ 3,600 sq. ft. PLA 6H: 2 acres PLA 17: 2 acres ¹¹	20' RM, RMA: 20 ² WD I: 30 ^{4, 5, 36, 37} WD III, PLA 3B: 30 ^{5, 22, 38}	5 ³³ RMA: 5' WD I, WD III, PLA 3B: 5 ^{5, 33}	10' WD I, WD III: 5, 35 PLA 3B: 5	60% WD I, WD III, PLA 3B: 80%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. WD I: 30' above ABE. ⁸ WD III: 30' above ABE. ⁹ PLA 3B: 30' above ABE. PLA 6F: 30' above ABE. ³⁴ PLA 6H: 25' above ABE. PLA 6K: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰ PLA 17: 30' above ABE.
20.30.020	Boat Launch (for nonmotorized boats) None	See Chapter 83 KZC.			–	–
20.30.030	Church 7,200 sq. ft. PLA 15B: 12,500 sq. ft.	20' RM, RMA: 20 ²	20'	20'	70% PLA 15B: 50%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. PLA 6F: 30' above ABE. ^{23, 34} PLA 6H: 25' above ABE. PLA 6K: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰ PLA 9: 25' above ABE. PLA 15: 25' above ABE. PLA 17: 30' above ABE.
20.30.040	Community Facility None	20' RM, RMA: 20 ² WD I: 30 ^{36, 37} WD III, ⁸ PLA 3B: 30 ^{22, 38}	10' WD I, WD III: 5 ³³	10' WD I, WD III: 35	70% WD I, WD III, PLA 3B: 80% PLA 15B: 50%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. WD I: 30' above ABE. ⁸ WD III: 30' above ABE. ⁹ PLA 2: 25' above ABE. PLA 3: 30' above ABE. ¹⁶ PLA 6F: 30' above ABE. ³⁴ PLA 6H: 25' above ABE. PLA 6K: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰ PLA 9: 25' above ABE.

USE	Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation	
		Front	Side	Rear (or shoreline setback)			
						PLA 15B: 25' above ABE. PLA 17: 30' above ABE.	
20.30.050	Convalescent Center	7,200 sq. ft.	20' RM, RMA: 20 ²	10'	10'	70%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. PLA 6F: 30' above ABE. ³⁴ PLA 6H: 25' above ABE. PLA 6K: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰ PLA 9: 25' above ABE. PLA 17: 30' above ABE.
20.30.060	Detached, Attached or Stacked Dwelling Units	RM, RMA: 3,600 sq. ft. ²¹ WD I, WD III, PLA 3B: 3,600 sq. ft. per unit. PLA 2: 35,000 sq. ft. per unit PLA 6F: 3,600 sq. ft. per dwelling unit PLA 6H: 2 acres with at least 3,600 sq. ft. per unit. PLA 6K: 3,600 sq. ft. with at least 2,400 sq. ft. per unit. PLA 7C: 3,600 sq. ft. ²⁷ PLA 9: 5,000 sq. ft. per unit PLA 15B: 5 acres, with no less than 6,200 sq. ft. per unit. ^{18, 19} PLA 17: 3,600 sq. ft. per unit, with a minimum lot size of 2 acres. ¹¹	RM, RMA: 20 ² WD I: 30 ^{14, 36, 37} WD III: 30 ^{14, 22, 38} PLA 2: 20 ^{12, 13} PLA 6F, PLA 6K, PLA 7C, PLA 9, PLA 17: 20' PLA 3B: 30 ^{5, 17, 22, 38} PLA 6H: 20 ²⁴ PLA 15: 20'	5 ¹³³ RM: Detached units: 5'; attached or stacked units: 5 ^{12, 33} RMA: 5 ¹² WD I, WD II: 5 ^{14, 33} PLA 2: 5 ^{12, 13, 33} PLA 3B: 5 ^{5, 17, 33} PLA 6F, PLA 6K, PLA 7C: detached units: 5'; attached or stacked units, 5 ^{12, 33} PLA 6H: detached units: 5'; attached or stacked units, 5 ^{12, 24, 25, 33} PLA 9, PLA 17: 5 ^{12, 33} PLA 15: 20'	RM, RMA: 10 ¹³ WD I, WD II: 14, 35 PLA 2: 10 ^{12, 13} PLA 3B: See Chapter 83 KZC. ^{5, 17} PLA 6F, PLA 6K, PLA 7C, PLA 9, PLA 17: 10 ¹³ PLA 6H: 10 ^{13, 24, 26} PLA 15: 20'	60% WD I, WD III, PLA 3B: 80% PLA 9, PLA 15: 50%	RM: 30' above ABE. ^{7, 23} RMA: 35' above ABE. WD I: 30' above ABE. ⁸ WD III: 30' above ABE. ⁹ PLA 2: 25' above ABE. ¹⁵ PLA 3B: 30' above ABE. ¹⁶ PLA 6F: 30' above ABE. ^{23, 34} PLA 6H: 25' above ABE. PLA 6K: 30' above ABE. PLA 7C: 30' above ABE. ^{10, 23} PLA 9: 25' above ABE. PLA 15: 20' PLA 17: 30' above ABE.
20.30.070	Detached Dwelling Unit	RM, RMA: 3,600 sq. ft. ³ WD I, WD III: 3,600 sq. ft./unit ⁶ PLA 3B, PLA 6F, PLA 6K, PLA 7C: 3,600 sq. ft. PLA 6H: 5,000 sq. ft. per unit PLA 9: 8,500 sq. ft. PLA 15B: 12,500 sq. ft. per dwelling unit PLA 17: 7,200 sq. ft.	20' RM, RMA: 20 ² WD I: 30 ^{5, 36, 37} WD III: 30 ^{22, 38}	5' RM, RMA, WD I, WD III, PLA 9: 5 ³³ PLA 3B: 5 ^{5, 33} WD I: 5 ^{5, 33} PLA 17: 5 ²⁸	10' WD I: 5, 35 WD III: 35 PLA 3B: See Chapter 83 KZC. ⁵	60% WD I, WD III, PLA 3B: 80% PLA 9, PLA 15B: 50%	RM: 30' above ABE. ^{7, 23} RMA: 35' above ABE. ²³ WD I, WD III, PLA 3B: 30' above ABE. This provision may not be varied. PLA 6F: 30' above ABE. ^{23, 34} PLA 6H, PLA 9, PLA 15B: 25' above ABE. PLA 6K, PLA 17: 30' above ABE. PLA 7C: 30' above ABE. ^{10, 23}

USE		Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation
			Front	Side	Rear (or shoreline setback)		
			PLA 3B: 30' ^{5, 22, 38}				
20.30.080	Entertainment, Cultural and/or Recreational Facility ²⁹	7,200 sq. ft.	20'	10'	10'	60%	25' above ABE.
20.30.090	Golf Course	1 acre	50'	50'	50'	60%	30' above ABE.
20.30.100	Government Facility	None	20' RM, RMA: 20' ² WD I: 30' ^{36, 37} WD III: 30' ^{22, 38} PLA 3B: 30' ^{22, 38}	10' WD I, WD III: 5' ³³	10' WD I, WD III: 35' PLA 3B: See Chapter 83 KZC.	70% WD I, WD III, PLA 3B: 80% PLA 15B: 50%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. WD I: 30' above ABE. ⁸ WD III: 30' above ABE. ⁹ PLA 2, PLA 6H, PLA 9, PLA 15B: 25' above ABE. PLA 3B: 30' above ABE. ¹⁶ PLA 6F: 30' above ABE. ³⁴ PLA 6K, PLA 17: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰
20.30.110	Grocery Store, Drug Store, Laundromat, Dry Cleaners, Barber Shop, Beauty Shop or Shoe Repair Shop ³⁰	7,200 sq. ft.	20' ²	5' ³³	10'	60%	RM: 30' above ABE. ⁷ RMA: 35' above ABE.
20.30.120	Hotel or Motel	None	30' ^{22, 38}	5' ³³	See Chapter 83 KZC.	80%	30' above ABE. ¹⁶
20.30.130	Marina	None	Landward of the ordinary high water mark: WD I: 30' ^{36, 37} PLA 3B: 30' ^{22, 38} 5' ³³ See Chapter 83 KZC. WD I: 35' Waterward of the Ordinary High Water Mark: See Chapter 83 KZC.			80%	Landward of the ordinary high water mark, 30' above ABE. ⁸
20.30.140	Mini-School or Mini-Day-Care Center	3,600 sq. ft. PLA 2: 35,000 sq. ft. PLA 9: 5,000 sq. ft. PLA 15B: 12,500 sq. ft. PLA 17: 7,200 sq. ft.	20' RM, RMA: 20' ²	5' ³³	10'	60% PLA 9, PLA 15B: 50%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. PLA 2: 25' above ABE. ¹⁵ PLA 6F: 30' above ABE. ³⁴ PLA 6H, PLA 9, PLA 15: 25' above ABE. PLA 6K, PLA 17: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰

USE		Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation	
			Front	Side	Rear (or shoreline setback)			
20.30.150	Nursing Home	7,200 sq. ft.	20' RM, RMA: 20' ²	10'	10'	70%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. PLA 6F: 30' above ABE. ³⁴ PLA 6H, PLA 9: 25' above ABE. PLA 6K, PLA 17: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰	
20.30.160	Office Use	³¹	20'	5' ³³	10'	60%	25' above ABE.	
20.30.170	Piers, Docks, Boat Lifts and Canopies Serving Detached, Attached or Stacked Dwelling Units	None	See Chapter 83 KZC.			–	See Chapter 83 KZC. RM, RMA: Landward of the ordinary high water mark: RM, 30' above ABE; RMA: 35' above ABE.	
20.30.180	Piers, Docks, Boat Lifts and Canopies Serving Detached Dwelling Unit	None	See Chapter 83 KZC.			–	See Chapter 83 KZC.	
20.30.190	Public Access Pier, Boardwalk, or Public Access Facility	None	See Chapter 83 KZC.			–	See Chapter 83 KZC.	
20.30.200	Public Park	Development standards will be determined on a case-by-case basis. See KZC 45.50 for required review process.						
20.30.210	Public Utility	None	20' RM, RMA: 20' ² WD I, WD III: 30' PLA 3B: 30' ³⁸	20' WD I, WD III: 5' ³³ PLA 3B: 10'	10' RM, RMA, PLA 6F, PLA 15B, PLA 17: 20' WD I, WD III: ³⁵	70% WD I, WD III, PLA 3B: 80% PLA 15B: 50%	RM: 30' above ABE. ⁷ RMA: 35' above ABE. WD I: 30' above ABE. ⁸ WD III: 30' above ABE. ⁹ PLA 2, PLA 6H, PLA 9, PLA 15B: 25' above ABE. PLA 3B: 30' above ABE. ¹⁶ PLA 6F: 30' above ABE. ³⁴ PLA 6K, PLA 17: 30' above ABE. PLA 7C: 30' above ABE. ¹⁰	
20.30.220	Restaurant or Tavern	7,200 sq. ft.	30' ^{4, 36, 37} ⁵	5' ³³	See Chapter 83 KZC. ³⁵	80%	30' above ABE. ⁸	
20.30.230	School or Day-Care Center	7,200 sq. ft. PLA 15B: 12,500 sq. ft.	If this use can accommodate 50 or more students or children, then:			70% PLA 15B:	RM: 30' above ABE. ^{7, 32} RMA: 35' above ABE.	

USE		Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation PLA 6F: 30' above ABE. ^{32, 34} PLA 6H, PLA 9: 25' above ABE. ³² PLA 6K, PLA 17: 30' above ABE. ³² PLA 7C: 30' above ABE. ^{10, 32} PLA 15B: 25' above ABE.
			Front	Side	Rear (or shoreline setback)		
			50'	50'	50'		
			If this use can accommodate 13 to 49 students or children, then:				
			20'	20'	20'		
			RM, RMA: ²				
20.30.240	Water Taxi	None	Landward of the Ordinary High Water Mark			80%	Landward of the ordinary high water mark, 30' above ABE. WD I: Landward of the ordinary high water mark, 30' above ABE. ⁸
			30'	5 ¹³³	See Chapter 83 KZC.		

Density/Dimensions (DD) Special Regulations:

- DD-1. For density purposes, two assisted living units shall constitute one dwelling unit. Total dwelling units may not exceed the number of stacked dwelling units allowed on the subject property. Through Process IIB, Chapter 152 KZC, up to 1-1/2 times the number of stacked dwelling units allowed on the property may be approved if the following criteria are met:
- a. Project is of superior design; and
 - b. Project will not create impacts that are substantially different than would be created by a permitted multifamily development.
- DD-2. See KZC 20.10.020(6).
- DD-3. 5,000 square feet in RM and RMA 5.0.
- DD-4. The required yard of a structure abutting Lake Washington Boulevard or Lake Street South must be increased two feet for each one foot that structure exceeds 25 feet above average building elevation.
- DD-5. The minimum dimension of any yard, other than those listed, is five feet.
- DD-6. Except 1,800 square feet/unit for up to two dwelling units if the public access provisions of KZC 83.420 are met.
- DD-7. If adjoining a low density zone other than RSX, then 25 feet above average building elevation.
- DD-8. Structure height may be increased to 35 feet above average building elevation if the increase does not impair views of the lake from properties east of Lake Washington Boulevard; and
- a. The increase is offset by a view corridor that is superior to that required by the General Regulations.
- DD-9. Structure height may be increased to 35 feet above average building elevation if:
- a. The increase does not impair views of the lake from properties east of Lake Washington Boulevard; and
 - b. The increase is offset by a view corridor that is superior to that required by Chapter 83 KZC.
- DD-10. If adjoining a low density zone other than RSX, or detached dwelling unit in Planned Area 7C, then 25 feet above ABE.
- DD-11. Lands upland of the ordinary high waterline only may be included in the calculation of lot area.
- DD-12. The side yard may be reduced to zero feet if the side of the dwelling unit is attached to a dwelling unit on an adjoining lot. If one side of a dwelling unit is so attached and the opposite side is not, the side that is not attached must provide a minimum side yard of five feet.
- DD-13. The rear yard may be reduced to zero feet if the rear of the dwelling unit is attached to a dwelling unit on an adjoining lot.

- DD-14. Any required yard, other than the front required yard or shoreline setback, may be reduced to zero feet if the side of the dwelling unit is attached to a dwelling unit on an adjoining lot. If one side of a dwelling unit is so attached and the opposite side is not, the side that is not attached shall provide the minimum required yard.
- DD-15. Structure height may be increased as long as neither of the following maximums is exceeded:
- The structure may not exceed 60 feet above average building elevation.
 - The structure may not exceed a plane that starts 3.5 feet above the outside westbound lane of SR 520 and ends at the high waterline of Lake Washington in the zone, excluding the canal.
- DD-16. Structure height may be increased to 35 feet above average building elevation if the increase does not impair views of the lake from properties east of Lake Washington Boulevard; and
- The increase is offset by a view corridor that is superior to that required by the General Regulations; or
 - The increase is offset by maintaining comparable portions of the structure lower than 30 feet above average building elevation.
- DD-17. For attached or stacked dwelling units, this yard may be reduced to zero feet if the side of the dwelling unit is attached to a dwelling unit on an adjoining lot. If one side of a dwelling unit is so attached and the opposite side is not, the side that is not attached must provide the otherwise applicable minimum required yard.
- DD-18. Part of the unit count allowed in Planned Area 15A may be developed in Planned Area 15B. The maximum permitted number of dwelling units on the subject property in Planned Area 15B is computed using the following formula:
- (The total lot area in square feet divided by 6,200) plus the unit count transferred from Planned Area 15A = The maximum number of permitted dwelling units.
- DD-19. Subsequent subdivision of an approved Master Plan into smaller lots is permitted; provided, that the required minimum acreage is met for the Master Plan.
- DD-20. The City will determine required yards and structure height based on the compatibility of development with adjacent uses and the degree to which development maintains the existing natural characteristics of the slope.
- DD-21. With a density as established on the Zoning Map. Minimum amount of lot area per dwelling unit is as follows:
- In RM 5.0 and RMA 5.0 zones, the minimum lot area per unit is 5,000 square feet.
 - In RM 3.6 and RMA 3.6 zones, the minimum lot area per unit is 3,600 square feet.
 - In RM 2.4 and RMA 2.4 zones, the minimum lot area per unit is 2,400 square feet.
 - In RM 1.8 and RMA 1.8 zones, the minimum lot area per unit is 1,800 square feet.

- DD-22. The required 30-foot front yard may be reduced one foot for each one foot of this yard that is developed as a public use area if:
- a. Substantially, the entire width of the yard (from north to south property line) is developed as a public use area; and
 - b. The design of the public use area is specifically approved by the City.
- DD-23. Where the 25-foot height limitation results solely from an adjoining low density zone occupied by a school that has been allowed to increase its height to at least 30 feet, then a structure height of 30 feet above average building elevation is allowed.
- DD-24. Buildings may not be closer than 40 feet to any low density zone.
- DD-25. Special Regulation DD-12 shall not supersede Special Regulation DD-24.
- DD-26. Special Regulation DD-13 shall not supersede Special Regulation DD-24.
- DD-27. Minimum amount of lot area per dwelling unit is as follows:
- a. In the PLA 7C zone, the minimum lot area per unit is 3,600 square feet.
- DD-28. On corner lots, only one front yard must be a minimum of 20 feet. All other front yards shall be regulated as a side yard (minimum five-foot yard). The applicant may select which front yard shall meet the 20-foot requirement.
- DD-29. The area covered by structures, parking, buffers, and other elements of this use may not be used in calculating residential density in the development.
- DD-30. Gross floor area may not exceed 3,000 square feet.
- DD-31. Must be part of a development that encompasses the entire zone. See PU-37 for the maximum amount of office space allowed.
- DD-32. For school use, structure height may be increased, up to 35 feet, if:
- a. The school can accommodate 200 or more students; and
 - b. The required side and rear yards for the portions of the structure exceeding the basic maximum structure height are increased by one foot for each additional one foot of structure height; and
 - c. The increased height is not specifically inconsistent with the applicable neighborhood plan provisions of the Comprehensive Plan; and
 - d. The increased height will not result in a structure that is incompatible with surrounding uses or improvements.

This special regulation is not effective within the disapproval jurisdiction of the Houghton Community Council.

- DD-33. Five feet but two side yards must equal at least 15 feet.

- DD-34. If adjoining a low density zone, then 25 feet above average building elevation.
- DD-35. The required rear yard for each use shall be the same as the required rear yard for the same use in the RM zone, unless otherwise specified in Special Regulation DD-14.
- DD-36. The required 30-foot front yard may be reduced one foot for each one foot of this yard that is developed as a public use area if:
- a. Within 30 feet of the front property line, each portion of a structure is set back from the front property line by a distance greater than or equal to the height of that portion above the front property line; and
 - b. Substantially, the entire width of this yard (from north to south property lines) is developed as a public use area; and
 - c. The design of the public use area is specifically approved by the City.
- DD-37. The required 30-foot front yard may be reduced, subject to all of the following conditions:
- a. The existing primary structure does not conform to the minimum shoreline setback standard;
 - b. The proposed complete replacement or replacement of portion of the existing primary structure complies with the minimum required shoreline setback established under the provisions of Chapter 83 KZC, or as otherwise approved under the shoreline setback reduction provisions established in KZC 83.380;
 - c. The front yard for the complete replacement or the portion of replacement may be reduced one foot for each one foot of the shoreline setback that is increased in dimension from the setback of the existing nonconforming primary structure; provided, that subsection (4)(d) of this section is met; and
 - d. Within the front yard, each portion of the replaced primary structure is set back from the front property line by a distance greater than or equal to the maximum height of that portion above the front property line.
- DD-38. The required 30-foot front yard may be reduced, subject to all of the following conditions:
- a. The existing primary structure does not conform to the minimum shoreline setback standard;
 - b. The proposed complete replacement or replacement of a portion of the existing primary structure complies with the minimum required shoreline setback established under the provisions of Chapter 83 KZC, or as otherwise approved under the shoreline setback reduction provisions established in KZC 83.380; and
 - c. The front yard for the complete replacement or the portion of replacement may be reduced one foot for each one foot of the shoreline setback that is increased in dimension from the setback of the existing nonconforming primary structure.

(Ord. 4495 § 2, 2015; Ord. 4476 § 2, 2015)

Kirkland Zoning Code
CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

25.20 Permitted Uses
Permitted Uses Table – High Density Residential Zones

(RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2; PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I, PLA 6J; PLA 7A, PLA 7B)

(See also KZC 25.30, Density/Dimensions Table, and KZC 25.40, Development Standards Table)

Use		Required Review Process:									
		RM, RMA	HENC 2	PLA 5A	PLA 5D	PLA 5E	PLA 6A	PLA 6D	PLA 6I	PLA 6J	PLA 7A, B
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC DR = Design Review, Chapter 142 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)									
25.20.010	Assisted Living Facility	None 1, 2, 3, 4	None 1, 2, 3, 4	None 2, 3, 4	None 2, 3, 4	None 2, 3, 4	None 2, 3, 4	I or None 2, 3, 4, 5	IIA 2, 3, 4	None 2, 3, 4	None 2, 3, 4
25.20.020	Church	IIA 1, 6	IIA 1, 6	IIA	IIA	IIA	IIA	IIA	IIA	IIA	IIA
25.20.030	Community Facility	IIA 1, 7, 8	IIA 1, 7, 8	IIA	IIA	IIA	IIA	IIA	IIA	IIA	IIA
25.20.040	Convalescent Center	IIA 1, 3	IIA 1, 3	I 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3
25.20.050	Detached, Attached, or Stacked Dwelling Units	None 1, 9	None 1, 9	None	None	None	None	I or None 5, 12	None	None	None
25.20.060	Detached Dwelling Unit	None 13	None 13	None 13	None 13	None 13	None 13	None 13	None 13	None 13	None 13
25.20.070	Government Facility	IIA 1, 8	IIA 1, 8	IIA	IIA	IIA	IIA	IIA	IIA	IIA	IIA
25.20.080	Grocery Store, Drug Store, Laundromat, Dry Cleaners, Barber Shop, Beauty Shop or Shoe Repair Shop	IIA 14	IIA 14	NP	NP	NP	NP	NP	NP	NP	NP
25.20.090	Mini-School or Mini-Day-Care Center	None 1, 15, 16, 17, 18, 19	None 1, 15, 16, 17, 18, 19	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 20, 21	None 16, 17, 19, 21

Kirkland Zoning Code
 CHAPTER 25 – HIGH DENSITY RESIDENTIAL
 ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
 PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
 PLA 6J; PLA 7A, PLA 7B)

Use		Required Review Process:									
		RM, RMA	HENC 2	PLA 5A	PLA 5D	PLA 5E	PLA 6A	PLA 6D	PLA 6I	PLA 6J	PLA 7A, B
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC DR = Design Review, Chapter 142 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)									
25.20.100	Nursing Home	IIA 1, 3	IIA 1, 3	I 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3	IIA 3
25.20.110	Office Uses (Stand-Alone or Mixed with Detached, Attached, or Stacked Dwelling Units)	NP	NP	NP	NP	NP	NP	NP	NP	NP	None 22, 23, 24
25.20.120	Piers, Docks, Boat Lifts and Canopies Serving Detached, Attached or Stacked Dwelling Units	I 11	I 11	NP	NP	NP	NP	NP	NP	NP	NP
25.20.130	Public Park	See KZC 45.50 for required review process.									
25.20.140	Public Utility	IIA 1, 8	IIA 1, 8	None	IIA	IIA	IIA	IIA	IIA	IIA	IIA
25.20.150	School or Day-Care Center	IIA 1, 10, 15, 16, 18, 19	IIA 1, 10, 15, 16, 18, 19	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 21, 25	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 20, 21	IIA 10, 16, 19, 21

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

Permitted Uses (PU) Special Regulations:

- PU-1. Within the Rose Hill Business District (RHBD) and HENC 2, D.R., Chapter 142 KZC.
- PU-2. A facility that provides both independent dwelling units and assisted living units shall be processed as an assisted living facility.
- PU-3. If a nursing home use is combined with an assisted living facility use in order to provide a continuum of care for residents, the required review process shall be the least intensive process between the two uses.
- PU-4. The assisted living facility shall provide usable recreation space of at least 100 square feet per unit, in the aggregate, for both assisted living units and independent dwelling units, with a minimum of 50 square feet of usable recreation space per unit located outside.
- PU-5. ~~Reserved. If between 1,800 and 3,600 square feet of lot area per unit, then Process I, Chapter 145 KZC. If 3,600 square feet of lot area per unit or more, then None.~~
- PU-6. The property must be served by a collector or arterial street.
- PU-7. A community facility use is not permitted on properties within the jurisdiction of the Shoreline Management Act.
- PU-8. Site design must minimize adverse impacts on surrounding residential neighborhoods.
- PU-9. Development located in the RM 3.6 zone in North Rose Hill, lying between Slater Avenue NE and 124th Avenue NE, and NE 108th Place (extended) and approximately NE 113th Place (extended) shall comply with the following:
- a. Each development shall incorporate at least two acres; and
 - b. Significant vegetation that provides protection from I-405 shall be retained to the maximum extent feasible.
- PU-10. Structured play areas must be set back from all property lines as follows:
- a. Twenty feet if this use can accommodate 50 or more students or children.
 - b. Ten feet if this use can accommodate 13 to 49 students or children.
- PU-11. See Chapter 141 KZC for additional procedural requirements in addition to those in Chapter 145 KZC.
- PU-12. If proposed development contains less than 3,600 square feet of lot area per unit, the following right-of-way improvements shall be required on rights-of-way which serve the subject property. The improvements shall extend from State Street to the eastern boundary of the subject property/frontage on the right-of-way.
- a. On 2nd Avenue South, 3rd Avenue South, and 5th Avenue South:

20 feet of paved surface, six-inch vertical curb on each side, five-foot sidewalk on north side adjacent to curb and two-foot utility strip on each side. In addition, right-of-way dedication on 5th Avenue South will be required as necessary to install these improvements.

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

- b. On 4th Avenue South:

24 feet of paved surface, six-inch vertical curb on each side, five-foot sidewalk on north side adjacent to curb and five-foot six-inch utility strip on each side.

- PU-13. For this use, only one dwelling unit may be on each lot regardless of the size of the lot.
- PU-14.
 - a. This use may be permitted only if it is specifically consistent with the Comprehensive Plan in the proposed location.
 - b. May only be permitted if placement, orientation, and scale indicate this use is primarily intended to serve the immediate residential area.
 - c. Must be located on a collector arterial or higher volume right-of-way.
 - d. Placement and scale must indicate pedestrian orientation.
 - e. Must mitigate traffic impacts on residential neighborhood.
 - f. May not be located above the ground floor of a structure.
 - g. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.
 - h. This use is not permitted in an RM zone located within the Rose Hill Business District (RHBD).
- PU-15. May locate on the subject property if:
 - a. It will not be materially detrimental to the character of the neighborhood in which it is located.
 - b. Site and building design minimizes adverse impacts on surrounding residential neighborhoods.
- PU-16. A six-foot-high fence is required along the property line adjacent to the outside play areas.
- PU-17. Structured play areas must be set back from all property lines by five feet.
- PU-18. To reduce impacts on nearby residential uses, hours of operation of the use may be limited and parking and passenger loading areas relocated.
- PU-19. May include accessory living facilities for staff persons.
- PU-20. May locate on the subject property only if:
 - a. It will serve the immediate neighborhood in which it is located; or
 - b. It will not be materially detrimental to the character of the neighborhood in which it is located.
- PU-21. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

PU-22. This use is permitted only in PLA 7B, extending 50 feet west of the property line adjoining 4th Street, south of 4th Avenue.

PU-23. The following regulations apply to veterinary offices only:

- a. May only treat small animals on the subject property.
- b. Outside runs and other outside facilities for the animals are not permitted.
- c. Site must be designed so that noise from this use will not be audible off the subject property. A certification to this effect, signed by an Acoustical Engineer, must be submitted with the development permit application.
- d. A veterinary office is not permitted in any development containing dwelling units.

PU-24. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if:

- a. The ancillary assembled or manufactured goods are subordinate to and dependent on this use.
- b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other office uses.

PU-25. May locate on the subject property only if:

- a. It will serve the immediate neighborhood in which it is located; or
- b. It will not be materially detrimental to the character of the neighborhood in which it is located; or
- c. The property is served by a collector or arterial street.

(Ord. 4683 § 2, 2019; Ord. 4637 § 3, 2018; Ord. 4476 § 2, 2015)

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 CHAPTER 25 – HIGH DENSITY RESIDENTIAL
 ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
 PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
 PLA 6J; PLA 7A, PLA 7B)
 25.30 Density/Dimensions

Density/Dimensions Table – High Density Residential Zones

(RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2; PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I, PLA 6J; PLA 7A, PLA 7B)

(Refer to KZC 25.20, Permitted Uses Table, to determine if a use is allowed in the zone; see also KZC 25.40, Development Standards Table)

USE	Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation	
		Front	Side	Rear			
25.30.010	Assisted Living Facility ¹	3,600 sq. ft.	20' RM, RMA: 20 ² HENC 2: 10'	5 ⁴ RMA: 5' HENC 2: 0'	10' HENC 2: 0'	60% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: 30' above ABE. ⁶ PLA 7A, 7B: 30' above ABE. ⁷
			PLA 5A: ³				
25.30.020	Church	7,200 sq. ft.	20' RM, RMA: 20 ² HENC 2: 10'	20' HENC 2: 0'	20' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6D: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 6A, PLA 6J: 30' above ABE. ^{5,12} PLA 7A, 7B: 30' above ABE. ⁷
25.30.030	Community Facility	None	20' RM, RMA: 20 ² HENC 2: 10'	10' HENC 2: 0'	10' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 7A, 7B: 30' above ABE. ⁷
25.30.040	Convalescent Center	7,200 sq. ft. PLA 6I: None	20' RM, RMA: 20 ² HENC 2: 10'	10' HENC 2: 0'	10' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 7A, 7B: 30' above ABE. ⁷
25.30.050	Detached, Attached or Stacked Dwelling Units	3,600 sq. ft. with at least 1,800 sq. ft. per unit. RM, RMA: 3,600 sq. ft. ⁸ HENC 2: 3,600 sq. ft. No density limit. PLA 6I: 3,600 sq. ft. with at least 2,400 sq. ft. per unit.	20' RM, RMA: 20 ² HENC 2: 10'	Detached units, 5'; attached or stacked units, 5'. ^{4,10} RMA: 5' ¹⁰ HENC 2: 0'	10' ¹¹ HENC 2: 0'	60% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ^{5,12} RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: 30' above ABE. ⁶ PLA 7A, 7B: 30' above ABE. ^{7,12}
			RM, RMA: ¹³ PLA 5A: ³				

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

USE		Minimum Lot Size PLA 7A, 7B: 3,600 sq. ft. ¹⁴	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation	
			Front	Side	Rear			
25.30.060	Detached Dwelling Unit	3,600 sq. ft.	20' RM, RMA: 20 ² PLA 6I: 10'	5' RM, RMA, HENC 2: 5 ⁴	10'	60%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ^{5,12} RMA: 35' above ABE. ¹² PLA 5A, PLA 5D, PLA 5E: 25' above ABE. HENC 2, PLA 6I: 30' above ABE. PLA 7A, 7B: 30' above ABE. ^{7,12}	
25.30.070	Government Facility	None	20' RM, RMA: 20 ² HENC 2: 10'	10' HENC 2: 0'	10' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 7A, 7B: 30' above ABE. ⁷	
25.30.080	Grocery Store, Drug Store, Laundromat, Dry Cleaners, Barber Shop, Beauty Shop or Shoe Repair Shop	7,200 sq. ft. ⁹	20 ² HENC 2: 10'	5 ⁴ HENC 2: 0'	10' HENC 2: 0'	60% HENC 2: 80%	HENC 2, RM: 30' above ABE. ⁵ RMA: 35' above ABE.	
25.30.090	Mini-School or Mini-Day-Care Center	3,600 sq. ft.	20' RM, RMA: 20 ² HENC 2: 10'	5 ⁴ HENC 2: 0'	10' HENC 2: 0'	60% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. PLA 5D: 30' above ABE. ⁶ HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 7A, 7B: 30' above ABE. ⁷	
25.30.100	Nursing Home	7,200 sq. ft. PLA 6I: None	20' RM, RMA: 20 ² HENC 2: 10'	10' HENC 2: 0'	10' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 7A, 7B: 30' above ABE. ⁷	
25.30.110	Office Uses (Stand-Alone or Mixed with Detached, Attached, or Stacked Dwelling Units)	3,600 sq. ft. with at least 1,800 sq. ft. per unit	20'	5 ⁴	10'	80%	30' above ABE.	
25.30.120	Piers, Docks, Boat Lifts and Canopies Serving Detached, Attached or Stacked Dwelling Units	None	See Chapter 83 KZC.			–	Landward of the ordinary high water mark: RM: 30' above ABE. RMA: 35' above ABE.	
25.30.130	Public Park	Development standards will be determined on a case-by-case basis.						

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 CHAPTER 25 – HIGH DENSITY RESIDENTIAL
 ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
 PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
 PLA 6J; PLA 7A, PLA 7B)

USE	Minimum Lot Size	REQUIRED YARDS (See Ch. 115 KZC)			Maximum Lot Coverage	Maximum Height of Structure ABE = Average Building Elevation	
		Front	Side	Rear			
25.30.140	Public Utility	None	20' RM, RMA: 20' ² HENC 2: 10'	20' HENC 2: 0'	RM, RMA, PLA 5D, PLA 6A, PLA 6D, PLA 6J: 20' PLA 5A, PLA 5E, PLA 6I, PLA 7A, 7B: 10' HENC 2: 0'	70% HENC 2: 80%	RM, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ⁵ RMA: 35' above ABE. HENC 2, PLA 5A, PLA 5E, PLA 6I: 30' above ABE. PLA 5D: The lower of 4 stories or 40' above ABE. PLA 7A, 7B: 30' above ABE. ⁷
25.30.150	School or Day-Care Center	7,200 sq. ft.	If this use can accommodate 50 or more students or children, then:			70% HENC 2: 80%	RM: 30' above ABE. ^{5, 15} RMA: 35' above ABE. PLA 5A, PLA 5E, PLA 6I: 30' above ABE. ¹⁵ PLA 5D: The lower of 4 stories or 40' above ABE. HENC 2, PLA 6A, PLA 6D, PLA 6J: 30' above ABE. ^{5, 15} PLA 7A, 7B: 30' above ABE. ^{7, 15}
			50'	50'	50'		
			If this use can accommodate 13 to 49 students or children, then:				
			20'	20'	20'		
			RM, RMA: ²				

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

Density/Dimensions (DD) Special Regulations:

- DD-1. For density purposes, two assisted living units shall constitute one dwelling unit. Total dwelling units may not exceed the number of stacked dwelling units allowed on the subject property. Through Process IIB, Chapter 152 KZC, up to 1-1/2 times the number of stacked dwelling units allowed on the property may be approved if the following criteria are met:
- a. Project is of superior design; and
 - b. Project will not create impacts that are substantially different than would be created by a permitted multifamily development.
- DD-2. See KZC 25.10.020(7).
- DD-3. The required yard of any structure abutting a lot containing a low density use within PLA 5 must be increased one foot for each one foot that structure exceeds 20 feet above average building elevation.
- DD-4. Five feet but two side yards must equal at least 15 feet.
- DD-5. If adjoining a low density zone other than RSX, then 25 feet above average building elevation.
- DD-6. If the development contains at least one acre, then the lower of four stories or 40 feet above average building elevation.
- DD-7. If adjoining a low density zone other than RSX, or detached dwelling unit in PLA 7C, then 25 feet above average building elevation.
- DD-8. With a density as established on the Zoning Map. Minimum amount of lot area per dwelling unit is as follows:
- a. In RM 5.0 and RMA 5.0 zones, the minimum lot area per unit is 5,000 square feet.
 - b. In RM 3.6 and RMA 3.6 zones, the minimum lot area per unit is 3,600 square feet.
 - c. In RM 2.4 and RMA 2.4 zones, the minimum lot area per unit is 2,400 square feet.
 - d. In RM 1.8 and RMA 1.8 zones, the minimum lot area per unit is 1,800 square feet.
- DD-9. Gross floor area may not exceed 3,000 square feet.
- DD-10. The side yard may be reduced to zero feet if the side of the dwelling unit is attached to a dwelling unit on an adjoining lot. If one side of a dwelling unit is so attached and the opposite side is not, the side that is not attached must provide a minimum side yard of five feet; provided, that for PLA 5A this special regulation shall not supersede minimum yard requirements when abutting a lot containing a low density use within the PLA 5 zone.
- DD-11. The rear yard may be reduced to zero feet if the rear of the dwelling unit is attached to a dwelling unit on an adjoining lot; provided, that for PLA 5A this special regulation shall not supersede minimum yard requirements when abutting a lot containing a low density use within the PLA 5 zone.

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CHAPTER 25 – HIGH DENSITY RESIDENTIAL
ZONES (RM 2.4; RMA 2.4; RM 1.8; RMA 1.8; HENC 2;
PLA 5A, PLA 5D, PLA 5E; PLA 6A, PLA 6D, PLA 6I,
PLA 6J; PLA 7A, PLA 7B)

DD-12. Where the 25-foot height limitation results solely from an adjoining low density zone occupied by a school that has been allowed to increase its height to at least 30 feet, then a structure height of 30 feet above average building elevation is allowed.

DD-13. See KZC 25.05.020(3).

DD-14. Minimum amount of lot area per dwelling unit is as follows:

- a. In the PLA 7A zone, the minimum lot area per unit is 2,400 square feet.
- b. In the PLA 7B zone, the minimum lot area per unit is 1,800 square feet.

DD-15. For school use, structure height may be increased, up to 35 feet, if:

- a. The school can accommodate 200 or more students; and
- b. The required side and rear yards for the portions of the structure exceeding the basic maximum structure height are increased by one foot for each additional one foot of structure height; and
- c. The increased height is not specifically inconsistent with the applicable neighborhood plan provisions of the Comprehensive Plan; and
- d. The increased height will not result in a structure that is incompatible with surrounding uses or improvements.

This special regulation is not effective within the disapproval jurisdiction of the Houghton Community Council.

(Ord. 4637 § 3, 2018; Ord. 4476 § 2, 2015)

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40.20 Permitted Uses
Permitted Uses Table – Industrial Zones (LIT, PLA 6G)

(See also KZC 40.30, Density/Dimensions Table, and KZC 40.40, Development Standards Table)

Use		Required Review Process:	
		LIT	PLA 6G
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC DR = Design Review, Chapter 142 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)	
40.20.020	Auction House	None 7, 8	NP
40.20.040	Breweries, Wineries, and Distilleries	None 7, 10, <u>12</u>	None 10, 11, 12, 13, 14, 15
40.20.050	Community Facility	None 7, <u>12</u>	IIA 12
40.20.060	Day-Care Center	See KZC 40.20.250, School or Day-Care Center	None 16, 17, 18, 19
40.20.080	Entertainment, Cultural and/or Recreational Facility	None 7	NP
40.20.090	Government Facility	None 7, <u>12</u>	IIA 12
40.20.100	Hazardous Waste Treatment and Storage Facilities	None 7, <u>12</u> , 20	NP
40.20.110	High Technology	None 7, <u>12</u> , 14, 21	None 12, 15, 21
40.20.120	Industrial Laundry Facility	None 7, <u>12</u> , 14	None 11, 12, 13, 14, 15
40.20.130	Kennel	None 7, <u>12</u> , 23, 24	NP
40.20.140	Manufacturing	NP	None 11, 12, 13, 14, 15
40.20.150	Mini-Day-Care Center	None 7, 16, 17, 18	None 16, 17, 18, 19

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Use		Required Review Process:	
		LIT	PLA 6G
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC DR = Design Review, Chapter 142 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)	
40.20.160	Office Use	None 7	None 12, 15
40.20.170	Packaging of Prepared Materials: Manufacturing	None 7, 11, <u>12</u> , 14	NP
40.20.180	Public Park	See KZC 45.50 for required review process.	
40.20.190	Public Utility	None <u>7</u> , <u>12</u>	IIA 12
40.20.200	Recycling Center	None 7, <u>12</u> , 26	NP
40.20.210	Restaurant	None 7, 19, 27	NP
40.20.220	Retail Establishment Providing Banking and Related Financial Services	None 7, 19, 27	NP
40.20.230	Retail Establishment Providing Rental Services	None 7	NP
40.20.240	Retail Establishment Providing Storage Services	None 7, 28, 29	None 28, 29
40.20.245	Retail Establishment Selling Marijuana or Products Containing Marijuana	None 7, 30, 31	NP
40.20.250	School or Day-Care Center	None 7, 16, 17, 18	Schools are NP, see KZC 40.20.060 for Day-Care Centers
40.20.260	Vehicle or Boat Repair, Services, Storage, or Washing	None <u>7</u> , <u>12</u> , 25	NP
40.20.270	Warehouse Storage Service	None <u>7</u> , <u>12</u> , 14	None 11, 12, 13, 14, 15
40.20.280	Wholesale Establishment or Contracting Services in Building Construction, Plumbing, Electrical, Landscaping, or Pest Control	None <u>7</u> , <u>12</u>	None 11, 12, 13, 14, 15

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Use		Required Review Process:	
		LIT	PLA 6G
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC DR = Design Review, Chapter 142 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)	
40.20.290	Wholesale Printing or Publishing	None 7, <u>12</u> , 14	None 11, 12, 13, 14, 15
40.20.300	Wholesale Trade	None 7, <u>12</u> , 14	None 11, 12, 13, 14, 15

Permitted Uses (PU) Special Regulations:

- PU-1 – PU-6. Reserved.
- PU-7. Within the Rose Hill Business District (RHBD), D.R., Chapter 142 KZC.
- PU-8. Livestock auctions are not permitted.
- PU-9. Reserved.
- PU-10. May include tasting rooms, accessory retail sales, or office utilizing not more than 20 percent of the gross floor area (50 percent if the property is located within 150 feet of the Cross Kirkland Corridor).
- PU-11. The following manufacturing uses are permitted:
- a. Food, drugs, stone, clay, glass, china, ceramic products, electrical equipment, scientific or photographic equipment, fabricated metal products;
 - b. Fabricated metal products, but not fabrication of major structural steel forms, heavy metal processes, boiler making, or similar activities;
 - c. Cold mix process only of soap, detergents, cleaning preparations, perfumes, cosmetics, or other toilet preparations;
 - d. Packaging of prepared materials;
 - e. Textile, leather, wood, paper and plastic products from pre-prepared material; and
 - f. Other compatible uses which may involve manufacturing, processing, assembling, fabrication and handling of products, and research and technological processes.
- PU-12. Prior to issuance of a development permit, documentation must be provided and stamped by a licensed professional verifying that the expected noise to be emanating from the site adjoining to any residential zoned property complies with the standards set forth in WAC 173-60-040(1) for a Class B source property and a Class A receiving property.
- PU-13. Outdoor storage and fabrication are not permitted.
- PU-14. No more than 20 percent of the gross floor area may be utilized for accessory uses such as wholesale, office, retail or service.
- PU-15. Use shall not create noise, glare, light, dust, fumes, and other adverse conditions which disrupt the residential character of the surrounding area.
- PU-16. A six-foot-high fence is required along the property lines adjacent to the outside play areas.
- PU-17. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.
- PU-18. May include accessory living facilities for staff persons.
- PU-19. This use is permitted if accessory to a primary use, and:

- a. It will not exceed 20 percent of the gross floor area of the building; and
 - b. The use is integrated into the design of the building.
- PU-20. Must comply with the state siting criteria adopted in accordance with RCW 70.105.210.
- PU-21. This use may include research and development, testing, assembly, repair or manufacturing or offices that support businesses involved in the pharmaceutical and biotechnology, communications and information technology, electronics and instrumentation, computers and software sectors.
- PU-22. Reserved.
- PU-23. Must provide suitable shelter for the animals.
- PU-24. Must maintain a clean, healthful environment for the animals.
- PU-25. Access from drive-through facilities must be approved by the Public Works Department. Drive-through facilities must be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.
- PU-26. May deal in metal cans, glass, and paper. Other materials may be recycled if the Planning Director determines that the impacts are no greater than those associated with recycling metal cans, glass, or paper. The individual will have the burden of proof in demonstrating similar impacts.
- PU-27. This use is permitted if accessory to a primary use, and there is no vehicle drive-in or drive-through.
- PU-28. May include accessory living facilities for resident security manager.
- PU-29. This use not permitted if any portion of the subject property is located within 150 feet of the Cross Kirkland Corridor.
- PU-30. Permitted only where 50 percent of the boundaries of the LIT zone adjoin commercial zones.
- PU-31. Not permitted on school walk routes shown on Plate 46.

(Ord. 4683 § 2, 2019; Ord. 4650 § 1, 2018; Ord. 4494 § 2, 2015; Ord. 4479 § 2, 2015; Ord. 4476 § 2, 2015)

Kirkland Zoning Code

15.20 Permitted Uses
Permitted Uses Table – Low Density Residential Zones (RS, RSX, RSA, WD II, PLA 3C, PLA 6E, PLA 16)

(See also KZC 15.30, Density/Dimensions Table, and KZC 15.40, Development Standards Table)

Use		Required Review Process:						
		RS	RSX	RSA	WD II	PLA 3C	PLA 6E	PLA 16
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC		IIB = Process IIB, Chapter 152 KZC None = No Required Review Process		NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)		
15.20.010	Attached Dwelling Units	NP	NP	NP	NP	I 1	NP	NP
15.20.020	Church	2, 3, 4c	2, 4c	2, 4c, 13	NP	IIA 4c	2, 4c	IIA
15.20.030	Commercial Equestrian Facility	NP	NP	NP	NP	NP	NP	IIB 5
15.20.040	Commercial Recreation Area and Use	NP	NP	NP	NP	NP	NP	IIB 6
15.20.050	Community Facility	2, 3, 4b	2, 4b	2, 4b	IIA 4b	IIA 4b	2	IIA
15.20.060	Detached Dwelling Unit	None	None	None 8, 9	None 8, 11	None	None 8	None 7, 8
15.20.070	Golf Course	IIA 4b, 12	IIA 4b, 12	IIA 4b, 12, 13	NP	NP	NP	NP
15.20.080	Government Facility	2, 3, 4b	2, 4b	2, 4b	IIA 4b	IIA 4b	2	IIA
15.20.090	Mini-School or Mini-Day-Care Center	I 4a, 4b, 14, 15, 16, 18	I 4a, 4b, 14, 15, 16, 18	I 4a, 4b, 13, 14, 15, 16, 18	NP	I 4a, 4b, 14, 15, 16, 18	None 15, 16, 17, 18, 19	None 15, 16, 17, 18, 19
15.20.100	Piers, Docks, Boat Lifts and Canopies Serving Detached Dwelling Unit	NP	NP	I 10	10	NP	NP	NP
15.20.110	Public Park	Development standards will be determined on a case-by-case basis. See KZC 45.50.						
15.20.120	Public Utility	2, 3, 4b	2, 4b	2, 4b	IIA 4b	IIA 4b	2	IIA

Kirkland Zoning Code

Use		Required Review Process:						
		RS	RSX	RSA	WD II	PLA 3C	PLA 6E	PLA 16
		I = Process I, Chapter 145 KZC IIA = Process IIA, Chapter 150 KZC IIB = Process IIB, Chapter 152 KZC None = No Required Review Process NP = Use Not Permitted # = Applicable Special Regulations (listed after the table)						
15.20.130	School or Day-Care Center	2, 3, 4, 14, 16, 18, 20	2, 4, 14, 16, 18, 20	2, 4, 13, 14, 16, 18, 20	NP	IIA 4, 14, 16, 18, 20	2, 4, 14, 16, 18, 20	IIA 16, 17, 18, 19, 20

Permitted Uses (PU) Special Regulations:

- PU-1. a. No more than two units may be attached to each other.
- b. Attached dwelling units must be designed to look like a detached single-family house using such techniques as limiting the points of entry on each facade, providing pitched roofs and covered porches.
- PU-2. The required review process is as follows:
- a. If the subject property, including all contiguous property owned by the applicant and held by others for future use by the applicant, is less than five acres, the required review process is Process IIA, Chapter 150 KZC.
- b. If the subject property, including all contiguous property owned by the applicant and held by others for future use by the applicant, is five or more acres, a Master Plan, approved through Process IIB, Chapter 152 KZC, is required. The Master Plan must show building placement, building dimensions, roadways, utility locations, land uses within the Master Plan area, parking location, buffering, and landscaping.
- PU-3. Within the disapproval jurisdiction of the Houghton Municipal Corporation, the required review process is Process IIB, Chapter 152 KZC.
- PU-4. May locate on the subject property only if:
- a. It will not be materially detrimental to the character of the neighborhood in which it is located.
- b. Site and building design minimizes adverse impacts on surrounding residential neighborhoods.
- c. The property is served by a collector or arterial street (does not apply to existing school sites).
- PU-5. a. This use may include arenas, stables, roaming and grazing areas, club house and ancillary equestrian facilities.
- b. This use must comply with KZC 80.30 through 80.45.
- c. An improved public equestrian access trail through the subject property and appropriate public signing must be provided. The trail must be located and designed to allow for an eventual connection between NE 60th Street and Bridle Trails State and King County Parks.
- PU-6. a. This use may include activities such as: indoor and outdoor tennis courts, club house, swimming pool, other sport court games and ancillary commercial recreation activities.
- b. Hours of operation may be limited by the City to reduce impacts on residential uses.
- c. Vehicular and pedestrian circulation to and from the property shall be coordinated with the other properties in the vicinity to the maximum extent possible.
- PU-7. If lot size is less than 35,000 square feet, then Process IIB, Chapter 152 KZC.
- PU-8. For this use, only one dwelling unit may be on each lot regardless of the size of the lot, unless the lot is being developed pursuant to the Cottage, Carriage, or Two/Three-Unit Homes regulations in KZC 113.

- PU-9. Residential uses abutting Lake Washington may have an associated private shoreline park that is commonly or individually owned and used by residents and guests.
- PU-10. See Chapter 141 KZC for additional procedural requirements in addition to those in Chapter 145 KZC.
- PU-11. At the northern terminus of the 5th Avenue West vehicular access easement, the average parcel depth shall be measured from the ordinary high water mark to the public pedestrian access easement providing access to Waverly Beach Park.
- PU-12. a. May not include miniature golf.
- b. The following accessory uses are specifically permitted as part of this use.
- 1) Equipment storage facilities.
 - 2) Retail sales and rental of golf equipment and accessories.
 - 3) A restaurant.
- PU-13. This use is not permitted on properties within the jurisdiction of the Shoreline Management Act.
- PU-14. Hours of operation and maximum number of attendees may be limited by the City to reduce impacts on nearby residential uses.
- PU-15. Structured play areas must be set back from all property lines by five feet.
- PU-16. May include accessory living facilities for staff persons.
- PU-17. May locate on the subject property if:
- a. It will serve the immediate neighborhood in which it is located; or
 - b. It will not be materially detrimental to the character of the neighborhood in which it is located.
- PU-18. A six-foot-high fence is required along the property lines adjacent to the outside play areas.
- PU-19. Hours of operation may be limited by the City to reduce impacts on nearby residential uses.
- PU-20. Structured play areas must be set back from all property lines as follows:
- a. Twenty feet if this use can accommodate 50 or more students or children.
 - b. Ten feet if this use can accommodate 13 to 49 students or children.

(Ord. 4506 § 2, 2015; Ord. 4476 § 2, 2015)