

RESOLUTION NO. R- 3918

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A DEVELOPMENT PROPOSAL SUBMITTED UNDER THE QUASI-JUDICIAL PROJECT REZONE PROVISIONS OF CHAPTER 130 OF THE KIRKLAND ZONING CODE, ORDINANCE 2740, AS AMENDED, AS APPLIED FOR IN DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT FILE NO. III-IV-94-17 BY GARY HOODLESS TO DEVELOP A PARKING LOT FOR FOUR PARKING STALLS AND PERIMETER LANDSCAPING AND SETTING FORTH CONDITIONS TO WHICH SUCH DEVELOPMENT PROPOSAL SHALL BE SUBJECT AND SETTING FORTH THE INTENTION OF THE CITY COUNCIL TO, UPON APPROVED COMPLETION OF SAID DEVELOPMENT, REZONE THE PROPERTY FROM RS 7.2 TO BN.

WHEREAS, the Department of Planning and Community Development has received an application filed by Gary Hoodless as owner of the property described in said application requesting a permit to develop said property in accordance with the Quasi-Judicial Project Rezone procedure established in Chapter 130 of Ordinance 2740, as amended; and

WHEREAS, said property is located within a RS 7.2 zone and the proposed development is a permitted use within the BN zone; and

WHEREAS, the application has been submitted to the Planning Commission which held a public hearing thereon at its regular meeting of December 8, 1994; and

WHEREAS, pursuant to the State Environmental Policy Act, RCW 43.21C and the Administrative Guideline and local ordinance adopted to implement it, an environmental checklist has been submitted to the City of Kirkland, reviewed by the responsible official of the City of Kirkland, and a negative determination reached; and

WHEREAS, said environmental checklist and determination have been available and accompanied the application through the entire review process; and

WHEREAS, the Planning Commission, after its public hearing and consideration of the recommendations of the Department of Planning and Community Development, did adopt certain Findings, Conclusions and Recommendations, and did recommend to the City Council approval of the proposed development and the Quasi-Judicial Project Rezone pursuant to Chapter 130 of Ordinance 2740, as amended, all subject to the specific conditions set forth in said recommendation; and

WHEREAS, the City Council, in regular meeting, did consider the environmental documents received from the responsible official, together with the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Findings, Conclusions, and Recommendations of the Planning Commission as signed by the Chairperson thereof and filed in the Department of Planning and Community Development File No. III-IV-94-17 are hereby adopted by the Kirkland City Council as though fully set forth herein.

Section 2. A Development Permit, pursuant to the Quasi-Judicial Project Rezone procedure of Chapter 130 of Ordinance 2740, as amended, shall be issued to the applicant subject to the conditions set forth in the Recommendations hereinabove adopted by the City Council.

Section 3. The City Council approves in principle the request for reclassification from RS 7.2 to BN, pursuant to the provisions of Chapter 23.130 of Ordinance 2740, as amended, and the Council shall, by ordinance, effect such reclassification upon being advised that all of the conditions, stipulations, limitations, and requirements contained in this Resolution, including those adopted by reference, have been met; provided, however, that the applicant must begin the development activity, use of land or other actions approved by this Resolution within the time limitations set forth in the Planning Commissions recommended conditions of approval, or the decision becomes void.

Section 4. Nothing in this resolution shall be construed as excusing the applicant from compliance with any federal, state or local statutes, ordinances or regulations applicable to the proposed development project, other than as expressly set forth herein.

Section 5. Failure on the part of the holder of the development permit to initially meet or maintain strict compliance with the standards and conditions to which the development permit and the intent to rezone is subject shall be grounds for revocation in accordance with Ordinance 2740, as amended, the Kirkland Zoning Ordinance.

Section 6. A certified copy of this Resolution together with the Findings, Conclusions, and Recommendations herein adopted shall be attached to and become a part of the development permit or evidence thereof, delivered to the permittee.

Section 7. Certified or conformed copies of this Resolution shall be delivered to the following:

- (a) Department of Planning and Community Development of the City of Kirkland
- (b) Fire and Building Department of the City of Kirkland
- (c) Public Works Department of the City of Kirkland
- (d) City Clerk for the City of Kirkland

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 17th day of January, 1995.

SIGNED IN AUTHENTICATION THEREOF on the 17th day of January, 1995.



Mayor

ATTEST:



City Clerk

RES94-17.DEC/JS:rk

RESOLUTION NO. R- 3919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE MUNICIPALITY OF METROPOLITAN SEATTLE ("METRO") AND THE CITY OF KIRKLAND ("CITY"), HEREINAFTER JOINTLY REFERRED TO AS THE "PARTIES," FOR THE PURPOSE OF IMPLEMENTING THE WASHINGTON STATE COMMUTE TRIP REDUCTION ACT OF 1991.

WHEREAS, the Washington State Legislature enacted the Commute Trip Reduction Act (Chapter 202, Laws of 1991, codified as RCW 70.94.521-551) to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce vehicle miles traveled per employee and single-occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(6) and Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the Metro Council adopted Resolution No. 6267 authorizing the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; and

WHEREAS, the local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the City and Metro desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county; and

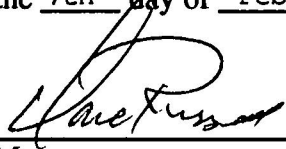
WHEREAS, the City can achieve cost efficiencies and administration consistency by contracting with Metro for CTR implementation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City an Interlocal Agreement substantially similar to that attached as Exhibit A.

PASSED by majority vote of the Kirkland City Council on the 7th day of February, 1995.

SIGNED IN AUTHENTICATION thereof on the 7th day of February, 1995.



Mayor

Attest:



City Clerk

COMMUTE TRIP REDUCTION ACT IMPLEMENTATION AGREEMENT

An interlocal agreement between the King County Department of Metropolitan Services (hereinafter called "Metro") and the City of Kirkland ("City"), hereinafter jointly referred to as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Act of 1991.

WHEREAS, the Washington State Legislature enacted the Commute Trip Reduction Act (Chapter 202, Laws of 1991, codified as RCW 70.94.521-551) to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce vehicle miles traveled per employee and single occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527 (6) and Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the King County Council has authorized the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; and

WHEREAS, the local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the City and Metro desire to implement the Commute Trip Reduction Act consistent with the guidelines established by the state Commute Trip Reduction Task Force and with King County and other cities within the county; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with Metro for CTR implementation;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed:

SECTION 1.0 PURPOSE.

The purpose of this Agreement is to assign certain tasks to be undertaken by Metro on behalf of the City to implement the CTR Act.

SECTION 2.0 DEFINITIONS.

The following definitions shall apply for purposes of this Agreement:

"Administrative Representative" means the primary administrative contact for issues related to this Agreement as designated in Section 3.4 of the Agreement.

"Affected Employer" means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

"Commute Trip Reduction Plan (CTR Plan)" means a plan adopted by the City designed to reduce the proportion of single occupant vehicle commute trips and vehicle miles traveled per employee, as described in RCW 70.94.527.

"Commute Trip Reduction Program (CTR Program)" means a program designed by an affected employer to reduce the proportion of single occupant vehicle commute trips and the commute trip vehicle miles traveled by employees at a worksite, as described in RCW 70.94.531.

"CTR Funds" means state funds authorized by RCW 70.94.544 and Section 301 of the Natural Resources biennial budget to help counties and cities implement commute trip reduction plans.

"Lead Agency" means contract manager for the subarea.

"Major Employer" means a private or public employer that employs one hundred or more full-time employees at a single worksite who begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "affected employer").

"State" is the Washington State Energy Office (WSEO) unless otherwise noted.

"Subarea" is the group of jurisdictions contracting with comprising the geographic area.

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SECTION 3.0 SCOPE OF WORK.

3.1 Scope of Work: The scope of work to be completed by Metro and the City in accordance with this Agreement is described in Exhibit A: Scope of Work, which by reference is made a part of this Agreement. Funds provided by the City to Metro under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the scope of work as provided in Exhibit A.

3.2 Regional Cooperation: The scope of work is based on the understanding that the jurisdictions are participating in this contract as a subarea. The budget presented represents the costs for performing tasks for the subarea, for which each jurisdiction pays a proportionate share. While Metro will administer each city's ordinance, it is the understanding that the subarea cities will work together to operate as consistently as possible to use resources cost efficiently.

In addition, some tasks are county-wide and assume that the subarea will participate with the other two subareas and try to the extent possible to develop policies and products consistent throughout the county to take advantage of economies of scale.

3.3 Schedule: The schedule for tasks is specified in Exhibit B: CTR Implementation Schedule. A quarterly review of progress to date and anticipated activities will be held with subarea representatives. On-going review of issues and materials will be conducted with the lead-agency representatives designated by the sub-area.

3.4 Project Organization: The designated Eastside contract-funded positions will conduct contractual activities for the Eastside subarea. These positions will work in a single division along with the CTR staff, and report to the CTR Services Supervisor.

3.5 Administrative Representatives: Metro and the City shall each designate an administrative representative for matters pertaining to this Agreement.

Metro shall be represented by the Manager of Service Development or his designee. The City shall be represented by the Director of Planning or his/her designee.

3.6 State Requirements: At the request of the City, Metro shall provide information to the State for monitoring or evaluation activities as outlined in the Interlocal Agreement.

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SECTION 4.0 DISBURSEMENT OF FUNDS.

- 4.1 Budget:** The budget for work to be performed through December 31, 1995 is specified in Exhibit C.

Exhibit C includes the estimated costs for the subarea in total and the City's specific share of those costs. Costs for tasks are distributed in proportion to the City's share of the subarea's total CTR allocation. The City understands that CTR project costs are based on pooled resources of six (6) jurisdictions.

- 4.2 Equipment:** Equipment to be purchased under this Agreement shall be used exclusively for the purpose of CTR administration for the City and other jurisdictions in King County. Metro shall own all such equipment and maintain it at no additional cost to the City.

- 4.3 Payment Process:** Metro shall submit the City's invoice and a quarterly progress report to the City of Redmond which has been designated as the Lead Agency for all cities in the subarea per the schedule indicated below. The City of Redmond shall make payment to Metro within 30 days of receipt of the invoice. In the event payment is not received in a timely manner from the City of Redmond, the City shall make a payment to Metro within ten (10) days of notice from Metro.

Payment	Fixed Labor Payment	Invoice Submitted No Earlier Than:
1st payment	\$ 5,224.60	March 31, 1995
2nd payment	\$ 5,224.60	June 30, 1995
3rd payment	\$ 5,224.60	September 30, 1995
Total	<u>\$ 5,224.60</u>	December 31, 1995
	\$ 20,898.40	

- 4.4 Payment Amount:** Each payment shall consist of the fixed labor amount specified above in Section 4.3 plus reimbursement of (1) workshop expenses and (2) other actual nonlabor expenses. The City shall pay 14% of the actual nonlabor expenses incurred in the subarea, which expenses are not expected to exceed \$14,025.00. The City shall pay a percentage share of workshop expenses based on the percentage of total registrants for the workshop representing worksites in the City.

The workshop expenses to be shared by the City shall consist of a fixed labor element plus actual nonlabor expenditures. The fixed labor element shall be as follows:

- ETC Orientation \$120.00 fixed labor charge per workshop
- Program Implementation \$170.00 fixed labor charge per workshop
- Survey Briefing \$100.00 fixed labor charge per workshop

SECTION 5.0 AUDITING OF RECORDS, DOCUMENTS, AND REPORTS.

The State Auditor and any of its representatives shall have full access to and the right to examine during normal business hours and as often as the state Auditor may deem necessary, all the records of the City and Metro with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

SECTION 6.0 EQUAL EMPLOYMENT OPPORTUNITY.

Metro agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination.

SECTION 7.0 WOMEN AND MINORITY BUSINESS ENTERPRISE.

Metro agrees to abide by the terms of Metro Council Resolution No. 6054 in the procurement of materials, supplies, consultant or other services undertaken in the performance of this Agreement.

SECTION 8.0 WAIVER OF DEFAULT.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by an authorized representatives of the County, and attached to the original agreement.

SECTION 9.0 SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect if such remainder continues to conform to the terms and requirements of applicable law and the intent of this Agreement.

SECTION 10.0 INDEMNIFICATION AND HOLD HARMLESS.

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other parties harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other parties in proportion to the percentage of negligence attributable to the other parties.

The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Act. The City shall indemnify and hold Metro harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law of equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any ordinances, plans and programs related to the CTR Act.

The parties hereto acknowledge that the State of Washington is not liable for damage or claims from damages arising from any act or omission of Metro or the City under this Agreement.

SECTION 11.0 AGREEMENT PERIOD.

This Agreement is effective from January 1, 1995. The expiration date for purposes of performing substantive work as described in Exhibit A (Scope of work) and for incurring costs is December 31, 1995, and for final accounting purposes is January 31, 1996, unless the parties agree to an extension. Termination of this agreement does not relieve any of the Parties from any obligations incurred through the date of termination as a result of this Agreement.

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SECTION 12.0 AGREEMENT MODIFICATIONS.

This Agreement may be amended, altered, clarified or extended only by written agreement of the designated administrative representative of the City and Metro.

SECTION 13.0 TERMINATION.

13.1 Either party to this Agreement may terminate the Agreement, in whole or in part, upon thirty (30) days advance written notice of the termination to the other party. If this Agreement is so terminated prior to fulfillment of the terms stated herein, Metro shall be reimbursed for all actual direct and related indirect expenses and noncancellable obligations incurred to the date of termination.

13.2 If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR Grant Funds allotted to the City pursuant to RCW 79.94.544 then either party may terminate this Agreement by giving thirty (30) days advance written notice to the other party.

Dated this _____ day of _____, 1995.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above mentioned.

Approved as to form:

METRO:

By _____
Attorney for Metro

By _____
Executive Director

Approved as to form:

CITY OF KIRKLAND

By Harl Hand
Assistant City Attorney

By _____
Mayor

OR: _____

**1995 CTR Scope of Work
City of Kirkland**

I. Work activities required under local ordinances

A. Administer goal measurement survey

1. Assist employers with completing required survey
2. Conduct survey briefings by networking groups
3. Process surveys and interpret results to employers
4. Produce jurisdiction summary reports by "clusters"

B. 1995 program development

1. Perform site analysis and determine the sites mode of best potential for achieving SOV reduction goals
2. Prepare written recommendations for each site for program revisions for sites that fail to meet 1995 goal
3. Assist sites with program revisions

C. 1995 program review

1. Process 1995 program review reports
2. Conduct analysis to determine if site programs will be on target towards meeting 1997 goal and make recommendation to jurisdiction for approval or disapproval

D. Notification activities

1. Notify new sites of ordinance requirements
2. Administer baseline survey

E. Records maintenance

1. Maintain records on all affected sites
2. Provide required information to WSEO and local jurisdictions as needed

II. Work activities not required under local ordinances

A. Coordination of networking groups

B. Coordinate involvement of Metro products to assist employers with achieving CTR goals.

C. Provide training to ETCs and conduct ETC orientation

- D. Assist employers with rideshare promotions and planning transportation events
- E. Respond to employer requests and troubleshoot site problems

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1995 Eastside CTR Tasks by Ordinance Requirement

Exhibit B
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	Kirkland 13 sites/4,200 surveys Mercer Island 3 sites/1,000 surveys	Bellevue 45 sites/20,500 surveys Bothell 17 sites/6,900 surveys	Issaquah 3 sites/900 surveys Redmond 26 sites/19,400 surveys	Woodinville 4 sites/810 surveys
January '95	Ship Surveys			
	Survey Briefings			
February '95	Conduct Surveys	Ship Surveys		
		Survey Briefings		
March '95	Process Surveys	Conduct Surveys	Ship Surveys	
	Check Results		Survey Briefings	
April '95	Ship Results	Process Surveys	Conduct Surveys	Ship Surveys
	Program Development Assistance	Check Results		Survey Briefings
May '95		Ship Results	Process Surveys	Conduct Surveys
		Program Development Assistance	Check Results	
June '95			Ship Results Program Development Assistance	Process Surveys
				Check Results
July '95				Ship Results Program Development Assistance
August '95				
September '95	Programs Due Review Programs			
October '95		Programs Due Review Programs		
November '95			Programs Due Review Programs	Programs Due Review Programs
December '95				

1995 Annual CTR Allocation:			\$27,752
15 sites = 14% of East Subarea Sites			
FTE share		30% of 1 fte	
Contract Period: 1/1/95 to 12/31/95			
			1995
Labor:			
Fixed Labor		\$16,074	
Indirect Labor @ .21858		\$3,513	
Survey Labor		\$1,311	
	Sub-Total	\$20,898	\$20,898
Reimbursables:			
Materials & Supplies		\$1,030	
Survey postage, temp. labor, materials		\$932	
	Sub-Total	\$1,963	\$1,963
Estimated workshop Costs:			
includes labor & materials			
1)ETC Orientation		\$128	
1)PI Workshop		\$131	
2)Survey Briefing		\$252	
	Sub-Total	\$511	\$511
City of Kirkland Contract Budget			\$23,372
Eastside Subarea 1995 Budget			\$160,902

1) Assumes 30% turnover (new ETCs would attend both ETC & PI).
Workshop charges to be calculated using percentage share of registrants for each workshop.
2) Assumes no cost for facility; briefing will be held at city or employer facilities.