

RESOLUTION R- 4527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN KING COUNTY SOLID WASTE DIVISION AND THE CITY OF KIRKLAND.

WHEREAS, THE King County Council adopted a Budget Proviso in August 2004, which stipulated that the County's appropriation for Capital Improvement Project Number 003093 (the roof replacement on the Houghton Transfer Station) could only be expended or encumbered after a memorandum of understanding was executed between the City of Kirkland and King County requiring the County to spend at least \$150,000 in neighborhood mitigation projects; and

WHEREAS, following passage of this proviso, the Kirkland City Council passed the Revised Houghton Transfer Station Position Statement in November 2004, stating, in part, that Kirkland will work with King County on a list of mitigation measures which is included in the Memorandum of Understanding; and

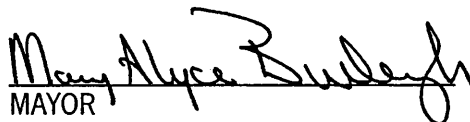
WHEREAS, the Kirkland Solid Waste Subcommittee conducted a series of meetings to ensure that the details of the projects for neighborhood mitigation met the needs of the neighborhood and conformed to the Houghton Transfer Station Position Statement;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City, the Memorandum of Understanding Between King County Solid Waste Division and the City of Kirkland substantially similar to the agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 18th day of October, 2005.

Signed in authentication thereof this 18th day of October, 2005.


MAYOR

Attest:


City Clerk

**Memorandum of Understanding
Between
King County Solid Waste Division and the City of Kirkland**

1. Preamble and Purpose

This Memorandum of Understanding ("MOU") outlines the mutual understanding and agreement between the King County Solid Waste Division (division) and the City of Kirkland (city) pursuant to the Metropolitan King County Council's Budget Provisos 7, 8 and 9 to the 2nd Quarter 2004 Capital Omnibus Ordinance (pages 9 and 10, lines 180 to 203), which was adopted by the King County Council on August 30, 2004, and which is provided as Attachment A.

The division will proceed with the following projects at the Houghton Transfer Station located at 11724 Northeast 60th Street, Kirkland, Washington:

1. Project No. 003093: Transfer Building Roof Replacement; and
2. Project No. 013020: Houghton Transfer Station Mitigation, which includes the following:
 - installation of a gravity sewer line
 - reconfiguration of the trailer parking area and installation of hose bibs
 - construction of a noise wall
 - onsite changes in the approach to the transfer building tunnel area
 - onsite changes to exiting traffic controls
 - construction of a pathway on the north side of NE 60th Street between 116th Avenue NE and 120th Avenue NE (pending approval of the division's 2006 budget)

Although this MOU is not legally binding it is the intent of both parties to adhere to the terms of agreement set forth below.

2. Proviso Agreement

Proviso 1: Reduce solid waste at the Houghton Transfer Station to a maximum annual tonnage of 135,000 tons/year over a ten year period.

Agreement: King County Solid Waste Division agrees to abide by the Waste Export System Plan as adopted by the King County Council approved by the King County Executive and codified in King County Code.

Proviso 2: Prohibit any overnight parking of full or partially full trailers at the transfer station. The only exception would be the trailer located in the tipping area at the end of regular business hours.

The city and the division agree to the following:

- The MOU will be executed by both parties with the understanding that resolution of overnight parking of full trailers will be addressed in an Addendum to the MOU.
- The Addendum will address the division's goal to remove as many full trailers as possible at the end of each workday.
- The Addendum will be completed and signed by both parties as soon as possible.
- The division will proceed with its projects once the MOU has been signed by both parties, but prior to the completion of the Addendum to the MOU.

Proviso3: King County shall pay for ADA compliant pathway construction on the north side of NE 60th ST from 116th AVE NE to 120th AVE NE.

Agreement:

- The city removes the requirement for the pathway to be compliant with equestrian standards.
- The pathway will be designed similar to the asphalt pathway west of Ben Franklin Elementary School but with the addition of extruded curb along its length and

thermoplastic crosswalk markings across the driveway entrances to the transfer station. The division will work with the city on specific design standards.

- The division will be responsible for construction of the pathway.
- On-street parking will not need to be eliminated for the houses at 6008 116th AVE NE, 11614 NE 60th ST and 11626 NE 60th ST.
- City ordinance sections 19.20.020 and 19.20.030 require the abutting property owner to maintain and repair sidewalk areas.
- According to RCW 4.24.210, the city and county would not be liable for unintentional injury resulting from use of the pathway.
- The county will allow city signage on county property alerting motorists and pedestrians of the pathway.

Proviso4: Shade existing luminaries that spill light into residential areas.

Agreement: City public works' staff and the neighborhood association president will identify luminaries to be shaded and forward that information to solid waste division staff.

Proviso5: Construct a sound barrier wall to mitigate noise from the transfer station into the residential neighborhood. Sound absorption material must be applied on the east side of the wall to avoid reflecting noise into the residential neighborhood to the east.

Agreement: The solid waste division will install a sound barrier as part of its safety and mitigation project. The city agrees that the division will investigate/evaluate alternate solutions for ensuring that sound is not reflected in the residential area to the east. The division will report its findings to the city.

Proviso6: Landscape around the Houghton Transfer Station to reduce the visual impacts of the solid waste facility. Landscaping shall be non-deciduous.

Agreement: City staff, facility neighbors selected by the city and solid waste division staff will conduct a tour of the facility to identify areas requiring landscaping.

Proviso7: King County shall honor the Comprehensive Solid Waste Management Plan policy RTS-3, which states: "The county should focus capital investment in part to expand, relocate, or replace, or any combination thereof, transfer stations when safety, efficiency, capacity, or customer services needs cannot be met by existing transfer facilities."

Agreement: The division is working with the cities via the Interjurisdictional Technical Staff Group (ITSG) and the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) on the development of the Waste Export System Plan which will inform the update of the 2001 Comp Plan. This work will result in recommendations for the future of the transfer system.

Proviso8: Cities that host County transfer stations provide value to the entire region and should be provided opportunities for compensation.

Agreement: Over the next year, the division will be working with ITSG and MSWMAC on host city mitigation options.

Proviso9: If there are legitimate safety concerns or operational efficiencies that mitigate the impacts of the operation of this facility on this neighborhood, such improvements should be made. However, no capital improvements to this facility should lead to increased capacity.

Agreement: The projects planned at Houghton, such as the roof replacement, are intended to address safety and mitigation issues, not increase capacity.

3. General Terms and Conditions

3.1 Amendments

This MOU may be amended only by the written agreement of all parties.

3.2 Severability

If any section, subsection, sentence, clause or phrase of this MOU is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

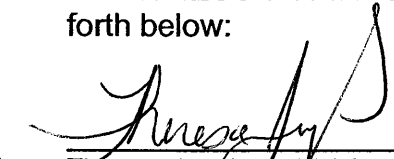
3.3 Notice

Any notice required or permitted under this MOU shall be deemed sufficiently given or served if sent to the following:

For the County: Theresa Jennings, Division Director
King County DNRP Solid Waste Division
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855
(206)296-4385 ; FAX (206) 805-2038

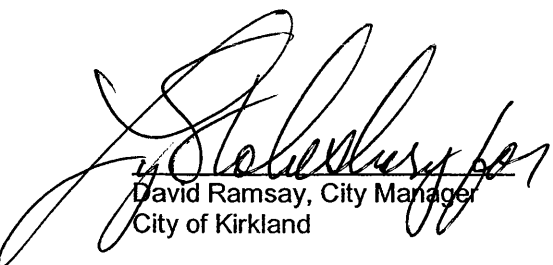
For Kirkland: David Ramsay, City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
(425) 587-3001; (425) 587-3019

IN WITNESS WHEREOF, this MOU has been executed by each party on the date set forth below:



Theresa Jennings, Division Director
King County Solid Waste Division

Date: 10.28.05



David Ramsay, City Manager
City of Kirkland

Date: 10/24/05

178 to the lead staff for the natural resources, parks and open space committee or its
179 successor.

180 P7 PROVIDED FURTHER THAT:

181 The appropriation for project 003093 may be expended or encumbered only after
182 a memorandum of understanding is executed between the city of Kirkland and King
183 County regarding the impact of this project on commercial truck traffic at the Houghton
184 Transfer Station and providing mitigation for the surrounding neighborhood.

185 The memorandum of understanding shall address but not be limited to the
186 following issues.

187 A. Agreement on the number of commercial truck trips;

188 B. Agreement on the size and tipping angle of commercial trucks;

189 C. Options for changing the station access routes for commercial trucks;

190 D. No increase in the number of trailers in parking areas;

191 E. Changing the sound barrier from rustic wood to concrete or other material
192 with art designed by local school children;

193 F. Enhanced landscaping; and

194 G. Initiate discussions to quantify the costs directly attributable to Houghton
195 Transfer Station for potential mitigation as allowed by RCW 36.58.080.

196 P8 PROVIDED FURTHER THAT:

197 The city of Kirkland has a contractual agreement with a waste hauler to use
198 Houghton Transfer Station. Any memorandum of understanding executed by the county
199 and the city of Kirkland shall recognize the legal obligations between the city and its
200 waste hauler vendor.

201 P9 PROVIDED FURTHER THAT:

202 Of this appropriation, at least \$150,000 dollars must be spent on implementing
203 mitigation measures related to subsections C, E, F and G of Proviso P7.

204 SECTION 2. Attachment I to this ordinance hereby amends Attachment B to
205 Ordinance 14797, as amended, by adding thereto and inserting therein the projects listed
206 in Attachment I to this ordinance.

207 SECTION 3. Ordinance 14812, Section 2, is hereby amended to read as follows:

208 Executive staff is authorized to pursue a procurement process to select an
209 appropriate non-profit entity to serve as the required intermediary in an IRS Regulation
210 63-20 financing structure, pursuant to the requirements of K.C.C. 4.56.190.B.

211 PROVIDED THAT:

212 Of this appropriation for CIP project number 395209, King County Office
213 Building Feasibility, \$400,000 may not be expended or encumbered until the executive
214 submits a report and council approves by motion the following report:

215 A. The executive shall submit to the budget and fiscal management committee or
216 its successor a report outlining a project plan for the project. The report shall include a
217 summary of the scope of work as defined by tasks and,

218 B. A project schedule indicating start dates and duration for all scope tasks.
219 Project milestone points shall be included indicating quarterly council review points and
220 all required council approval points. Council review and approval of site selection
221 process and recommendation will be required. The schedule shall identify all scheduled
222 deliverables.

ADDENDUM
to
Memorandum of Understanding
Between
King County Solid Waste Division and the City of Kirkland

This Addendum to the Memorandum of Understanding (“MOU”) between the King County Solid Waste Division (division) and the City of Kirkland (city), is pursuant to the King County Council’s Budget Provisos 7, 8 and 9 to the 2nd Quarter 2004 Capital Omnibus Ordinance (pages 9 and 10, lines 180 to 203), which was adopted by the King County Council on August 30, 2004. This Addendum shall be Attachment B to the MOU.

This Addendum outlines the agreement between the division and the city for satisfying Proviso two of the MOU which is intended to address concerns about odor by limiting overnight parking of full or partially-full trailers at the Houghton Transfer Station, located at 11724 Northeast 60th Street, Kirkland, Washington. Although the MOU and this Addendum are not legally binding it is the intent of both parties to adhere to the terms of agreement set forth below.

Agreement

Proviso 2: Prohibit any overnight parking of full or partially-full trailers at the transfer station. The only exception would be the trailers located in the tipping area at the end of regular business hours.

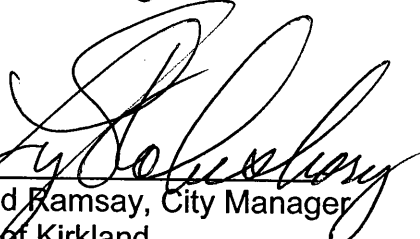
The city and the division agree that:

- the division shall remove all full trailers at the end of each workday ninety percent (90%) of the time even if division vehicles are on city streets after 5:30 p.m.
- empty trailers and up to two partially-full trailers may remain on site overnight.
- removal of all full trailers may be precluded by unforeseen and unpreventable situations such as, but not limited to:

- emergency roadway conditions,
- equipment breakdown,
- inclement weather conditions,
- natural disasters such as, but not limited to, earthquakes, pandemics, or any other unexpected force majeure.
- the division shall provide the city with a quarterly report documenting the number of full trailers parked overnight each night. This data shall be provided by the division to the city by the 15th day following each quarter (October 15th; December 15th, April 15th; July 15th).
- If, subsequent to the completion of the mitigation projects (installation of a gravity sewer line, reconfiguration of the trailer parking area and installation of hose bibs) odor incidences are alleviated, the parties agree to reconsider the removal of all full trailers from overnight parking onsite.


Theresa Jennings, Division Director
King County Solid Waste Division

Date: 12/14/05


David Ramsay, City Manager
City of Kirkland

Date: 12/15/05