C I T Y O F K I R K L A N D

CITY COUNCIL

James Lauinger, Mayor • Joan McBride, Deputy Mayor • Dave Asher • Mary-Alyce Burleigh
Jessica Greenway • Tom Hodgson • Bob Sternoff • David Ramsay, City Manager

123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • TTY 425.587.3111 • www.ci.kirkland.wa.us

AGENDA
KIRKLAND CITY COUNCIL MEETING
City Council Chamber
Tuesday, February 19, 2008
6:00 p.m. – Study Session – Council Chamber
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website www.ci.kirkland.wa.us, at the Public Resource Area at City Hall or at the Kirkland Library on the Friday afternoon prior to the City Council meeting. 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 (587-3190) or the City Manager's Office (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 587-3190, or for TTY service call 587-3111 (by noon on Monday) if we can be of assistance. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

EXECUTIVE SESSIONS may be held by the City Council to discuss matters where confidentiality is required for the public interest, including buying and selling property, certain personnel issues, and lawsuits. An executive session is the only type of Council meeting permitted by law to be closed to the public and news media

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,* Council Chamber
   a. Concurrency Update
4. *EXECUTIVE SESSION*
5. *SPECIAL PRESENTATIONS*
   a. Green Tips
6. *REPORTS*
   a. *City Council*
      (1) Environmental Protection Agency's "Building Healthy Communities for Active Aging" Achievement Award
      (2) Regional Issues
   b. *City Manager*
      (1) Legislative Session Status Report
      (2) Calendar Update

P - denotes a presentation from staff or consultant

7. COMMUNICATIONS

a. Items from the Audience

b. Petitions

CONSENT CALENDAR consists of those items which are considered routine, for which a staff recommendation has been prepared, and for items which Council has previously discussed and no further discussion is required. The entire Consent Calendar is normally approved with one vote. Any Council Member may ask questions about items on the Consent Calendar before a vote is taken, or request that an item be removed from the Consent Calendar and placed on the regular agenda for more detailed discussion.

8. CONSENT CALENDAR

a. Approval of Minutes: February 5, 2008

b. Audit of Accounts:

Payroll $

Bills $

c. General Correspondence

GENERAL CORRESPONDENCE Letters of a general nature (complaints, requests for service, etc.) are submitted to the Council with a staff recommendation. Letters relating to quasi-judicial matters (including land use public hearings) are also listed on the agenda. Copies of the letters are placed in the hearing file and then presented to the Council at the time the matter is officially brought to the Council for a decision.

(1) Mary Peircey, Regarding Possible Closing of the Fire Station on NE 145th in Proposed Annexation Area, the Loss of the Spirit of Washington Dinner Train, and Rails to Trails

(2) Kathy Rose and Harlene Wilson, Regarding Possible Closing of the Fire Station on NE 145th in Proposed Annexation Area

d. Claims

(1) Esplanade Condominium Association

(2) Leon and Mary Lou Kuijper

(3) Jongwon Lee

(4) Neeraja W. Sahay

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

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.

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.

(1) Resolution R-4687, Approving a Mutual Aid Agreement Between the City of Kirkland and the Northshore Utility District for the Provision of Disaster or Emergency Utility Services and Authorizing the City Manager to Sign the Agreement on Behalf of the City of Kirkland

(2) Ratifying Police Support Staff Agreement 2007-2009

(3) Ratifying Public Safety Employees Union (PSEU) Labor Agreement 2008-2010

P - denotes a presentation from staff or consultant

h. Other Items of Business

(1) Lodging Tax Advisory Committee Appointment

(2) Ordinance No. 4132, Relating to Kirkland Municipal Code Section 21.74.030 and Amending Table 2 Entitled Miscellaneous Inspections and Other Fees

(3) Ordinance No. 4133, Relating to Vacating a Portion of a Right-of-Way Based on an Application Filed by Andrzej Pawluskiewicz

(4) Resolution R-4688, Relinquishing Any Interest the City May Have in an Unopened Right-of-Way as Described Herein and Requested by Property Owner Joel P. Strep

(5) Report on Procurement Activities

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.

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

a. Potential Annexation Zoning

b. Parking Advisory Board Proposal for Pay Parking and New Parking Supply

NEW BUSINESS consists of items which have not previously been reviewed by the Council, and which may require discussion and policy direction from the Council.

11. NEW BUSINESS

a. Transit Oriented Development at South Kirkland Park and Ride

b. Resolution R-4689, Adopting the 20-Year Forest Restoration Plan

12. ANNOUNCEMENTS

13. ADJOURNMENT

P - denotes a presentation from staff or consultant

Council Meeting: 02/19/2008
Agenda: Study Session
Item #: 3. a.

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

To: City Council

From: Transportation Commission, Jon Pascal Chair

Date: December 13, 2007

Subject: Proposed concurrency methodology

Background
At direction of the City Council, The Transportation Commission began examining ways to improve the concurrency system in early 2006. At the March, 2007 study session between the Commission and the Council an intermediate report on the Commission's work was given and it was agreed that the Commission should continue to work on improvements to the concurrency system. This memo describes a proposed concurrency update the Transportation Commission is developing. Although some details are yet to be resolved, the Commission has agreed on a method we believe to be viable. We have made presentations to the Planning Commission, Houghton Community Council and to the general public. Although each of these meetings brought refinements, none of the comments we heard led us to change our fundamental approach. At this time we would like to understand Council's response to our ideas. Based on Council's response we will begin to prepare language for the Comprehensive Plan and a revised concurrency ordinance.

Concurrency was put in place as a requirement of the Growth Management Act. The general concept is that concurrency will prohibit the rate of land use growth from exceeding the rate of completion of transportation facilities. Each city can develop its own concurrency system and standards. Concurrency is not designed as the sole method for controlling growth or mitigating its impacts. Other regulations such as Commute trip reduction, SEPA and Impact Fees play critical roles in this regard.

Why are we looking at Concurrency?
Council request. As mentioned above both the Council and the Commission felt a revision of the concurrency system was needed.
Current system is confusing with many moving parts. Since its inception, the existing system with its need to calculate v/c ratios at signalized intersections has been considered opaque and confusing.
Adjustments are difficult. It was out of the need for an adjustment in early 2005 that a fresh look at concurrency grew. In the past, making changes to the calculation system have been hard to explain and justify.
Other cities are looking at streamlining and simplifying. Although several cities have systems similar to our current system, those cities that are revising their systems are looking at ways of

making concurrency simpler. Primary among these is Redmond. Their proposed system, although different in detail, is similar structurally.

Goals for a revised concurrency system.
The Commission has agreed on the following set of goals a new concurrency system should meet.

- Gives an overall view of capacity for new trips, not project level tool
- Doesn't generate funds
- Flexible, system could be out of balance for a time
- Similar to other cities.
- Plan drives concurrency not vice versa
- Multimodal
- Predictable
- Understandable

Although the system we are proposing does not meet all these goals we feel that it does successfully meet most of them.

Comparing the old and new approaches
Under the current system, each development proposal is evaluated to determine the number of trips it will add. These impacts are summed across developments to determine the cumulative effect of approved projects. For each signalized intersection, performance is measured by comparing the number of trips that exist to the number of trips to be added with the capacity of the network that will be in place when the development is complete. If the performance of the system with the project meets standards, the project passes concurrency. Otherwise concurrency is not passed and the development cannot go forward without being modified.

Our proposed system establishes a number of PM peak hour vehicle trips that can be allowed based on 1) the land use and road network plans for 2022 and 2) the funded CIP. As more of the 2022 road network is constructed, more trips are allowed. Concurrency is met as long as there are fewer trips approved than are allowed, in other words the supply for trips is greater than the demand.

Table 1 shows how the existing and proposed concurrency methods meet the goals described above.

Goal	Existing	Proposed
Plan based vs. project based	Project based. looks at concurrency on a project by project basis	Plan based. Results are tied back to 2022 land use and road plans. Monitors implementation of the plans.
Doesn't generate funds	Neither system is designed to generate funds to build projects. That is more in the realm of impact fees.	
Flexible, system could be out of balance for a time	Ability to pass concurrency is closely tied to geographic accuracy of future land use and road network projections.	There is more room to pass concurrency when the land use forecast proves inaccurate.
Similar to other cities.	A few cities have programs similar to our existing program for example Bellevue	Redmond is developing that is similar to the proposed system. Redmond is moving away from a system similar to our existing system.
Plan drives concurrency not vice versa	If concurrency is triggered it is difficult to identify how to correct the deficiency to allow development to continue.	If concurrency is triggered the options for correcting deficiency are more clear and can be addressed.
Multimodal	Can account for a reduction in trips because of increased non-SOV use.	Not truly multimodal, but somewhat more obvious accounting for non-SOV trips
Predictable	Hard to predict a) how much capacity is available in the system and b) the amount that any given project will reduce that available capacity.	Easy to predict both how much capacity is available and the effect of any project on the remaining capacity.
Understandable	Since the method involves v/c ratios it is hard to understand. Complication makes it less understandable.	Although there are some portions that are hard to explain, overall the method is easier to explain and understand. Overall simplicity helps understandability

How does the new system work?

The basic premise of the new system is to allow a certain amount of new auto trips based on the amount of the network that is built to support those trips. Underlying this method is the concept that realization of the 2022 land use and roadway plans would result in an acceptable level of service.

The basic steps of the new procedure are as follows

1. Look at the future year (currently 2022) land use projection and see how many new trips will be generated between now and then.
2. Divide up the number of trips found in step 1 into the number of trips that can be supported by a unit of the 2022 road network.
3. Analyze the funded 6 year CIP to estimate how much of the 2022 road network will be completed in the next 6 years.
4. Multiply the number in step 2 by the number in step 3 to get the number of trips allowed in the current year.

The figure on the next page illustrates graphically how the system works. Concurrency is met if the cumulative number of trips is less than the number of trips allowed. The upper lines in the chart represent the number of trips allowed given a certain funded CIP. The lower lines represent cumulative trips permitted. Lines in the chart are based on actual data for the years shown. The concurrency factor referred to near the bottom of the chart comes from the calculation described in step 2 above.

Note that the final arithmetic needed to complete step 3 (described above) is still under consideration by the Commission and changes to the calculation would result in changes to where the "trips allowed" lines fall on the chart.

Report Card
An integral feature of the new Concurrency system is a yearly report card. Details of the card's proposed content are described below.

<u>Signalized intersection performance</u>
Table with planning level v/c for each intersection based on actual counts. Compare subarea performance with subarea level of service standards. Forecast signal performance with approved but not yet built development. Description/analysis of findings. Conclusions would be around what project changes should be made to the 6yr CIP or to the 2022 plan.

<u>Location and intensity of development that has occurred in relation to where it was forecast to occur.</u>
Maps comparing forecast 2007-2022 land use with actual development activity. Land use would be described by type and geographic location. Also, a map which illustrates where development occurred over the past year.

<u>For the funded CIP, project milestones that have been accomplished relative to what was planned.</u>
Information would be presented that shows if the assumptions about project completion are accurate. It would compare the forecast construction benchmarks to actual benchmarks met.

<u>Suggestions for how the 2022 land use and/or network should be modified based on what has happened over the past year.</u>
Try and summarize all of the findings above. Are the actual effects of what we're doing passing our standards? Has growth been where and as fast as we expected? Are we building the network

the way we thought we were? How should the short term and long term land use and project plans be modified?
Level of bicycle and pedestrian facilities that have been constructed relative to goals.
This is reported in order to provide a context for the level of funding that is provided to capacity projects versus that provided to non-motorized projects.

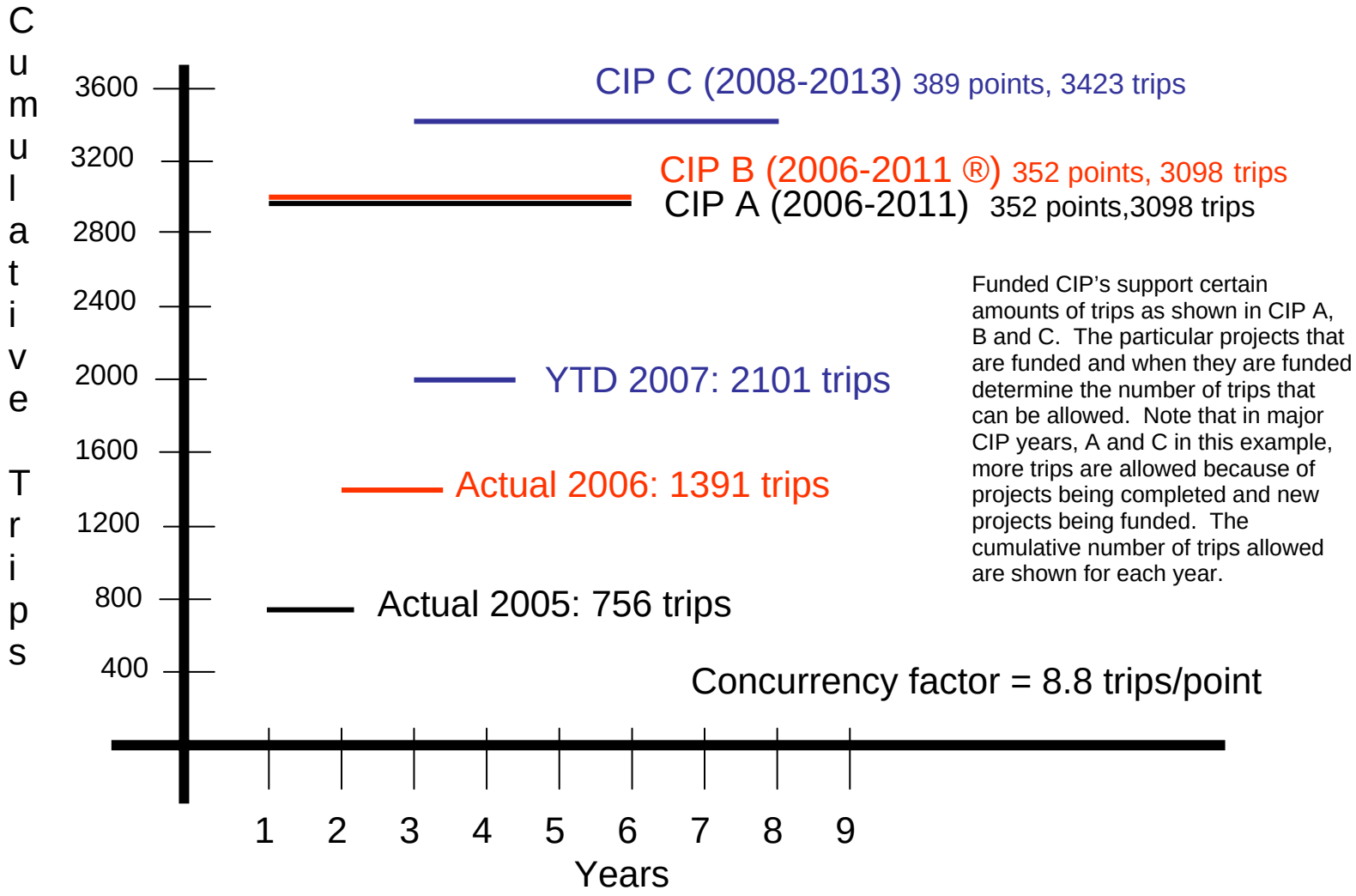
Timeline
As the new system is put into practice the steps that are completed each year will become better refined. The following table shows an initial estimate of how the new system would work over the course of a year.

Month	Action
February	TC reviews Report Card and makes recommendations such as whether or not a revision of future year land use and network is needed.
Spring	TC review of future year land use and network if needed
Summer	Development of CIP and optional Comp. Plan amendments
Fall	CIP public hearing and adoption
November	Comprehensive Plan adoption

Legal analysis
Now that our concept has been further refined, staff will be conferring with the City Attorney's office to see that it meets the requirements of the concurrency statue in the RCW.

Next steps
The Commission plans to incorporate Council's comments into a final version of the concurrency plan. There are also a few technical details to agree upon by the Commission. Once these two steps have been accomplished, language for the appropriate regulatory documents will be developed. Ultimately the Concurrency revision will be wrapped into adoption of the Comprehensive Plan scheduled for 2008. This will require a public hearing, presentations to the Planning Commission and the Houghton Community Council with final approval by Council.

Number of trips allowed by funded CIP and actual number of trips allowed 2005-2007



Funded CIP's support certain amounts of trips as shown in CIP A, B and C. The particular projects that are funded and when they are funded determine the number of trips that can be allowed. Note that in major CIP years, A and C in this example, more trips are allowed because of projects being completed and new projects being funded. The cumulative number of trips allowed are shown for each year.

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Tracy Burrows, Senior Management Analyst

Date: February 7, 2008

Subject: 2008 Legislative Session Status Report

The 2008 Legislative Session is in its fourth week. The first legislative cut-off date is February 8th when bills must have progressed out of their committee of origin.

Below is a brief summary of the status of the City's major issues that have been addressed to date:

Transportation

Governor Gregoire's request legislation related to the financing of SR 520 has progressed out of the House Transportation Committee. The Bill allows for the collection of tolls on the existing and replacement State Route 520 (SR 520) Bridge following the submission of the tolling implementation report required by the act and the approval of tolls by the Legislature. It requires the Washington State Department of Transportation to work with the Federal Highways Administration to determine the actions necessary to toll the I-90 Floating Bridge. It also establishes the State Route 520 Tolling Implementation Committee, comprised of Paula Hammond, Secretary of the Department of Transportation, Bob Drewel, Executive Director of the Puget Sound Regional Council, and Dick Ford of the State Transportation Commission, to evaluate a variety of issues related to the tolling of the SR 520 Bridge.

Housing

Housing has been a significant focus of the first weeks of the legislative session, with a number of bills moving forward past the cut-off deadline. House Bill 2604, giving local governments authority to exempt low income housing from impact fees without obligating local governments to paying the fees from qualifying public funds, passed out of the Housing Committee. In addition, a number of bills providing tax incentives for employer-assisted housing passed out of committee.

Climate Change

The Governor's request legislation on Climate Change passes out of the House Appropriations Committee. The Bill directs the Department of Ecology (DOE) to develop and implement a program to limit statewide greenhouse gas emissions; authorizes the DOE to adopt rules requiring a reporting system to monitor greenhouse gas emissions; creates a green collar job training account to train and transition workers to

clean energy jobs; and directs the Department of Transportation to provide recommendations to reduce annual per capita vehicle miles traveled.

In addition, the Climate Bill championed by Futurewise passed out of the House LG committee. This Bill adds a Climate Change Goal to the Growth Management Act and directs the Department of Community Trade and Economic Development to develop a methodology for measuring greenhouse gases on a jurisdiction-wide basis.

2007 Legislative Issues Update as of 2/7/2008

Kirkland Legislative Contacts
Senator Eric Oemig: http://www.sdc.wa.gov/oemig.htm
Rep. Roger Goodman: http://www.housedemocrats.wa.gov/members/goodman/
Rep. Larry Springer: http://www.housedemocrats.wa.gov/members/springer/
Senator Rodney Tom: http://www.sdc.wa.gov/tom.htm
Rep. Ross Hunter: - http://www.housedemocrats.wa.gov/members/hunter/
Rep. Deb Eddy: http://www.housedemocrats.wa.gov/members/eddy/

Bill Number	Legislative Issue	Current Status – from AWC and leg.wa.gov	Action Needed/Initiated
GENERAL GOVERNMENT			
HB 3292	Taping of Executive Sessions	**HB 3292** would require all local governing bodies to "make a verbatim audio recording" of all executive sessions and retain the recordings for two years. The bill states that recordings of executive sessions will be considered public records not subject to public inspection or copying under the public records law except by court order and only under judicial review.	Scheduled for Executive Action 2/7/08
EHB 1551	Allowing Local Funding of Election Campaigns	This bill removes the prohibition against the use of public funds to finance political campaigns for local office. However, before a local government may adopt public funding, it must be submitted to the voters for approval or rejection. If a county, city, town, or district establishes a program to publicly finance local political campaigns, only funds derived from local sources may be used to fund the program.	Passed House on 56-34 vote
SB 6547 and HB 3001	Gender Equity in Parks	The bill requires that each city, town, county, district, or public school district operating a community athletics program or issuing permission to third parties for the operation of such programs, must submit annual reports to the state regarding gender equity in the use of their facilities. The reports must include a variety of information including: • The number of athletic teams that competed in the league. • Total number of participants by team and broken down by number of males and females. • The total budget and expenditures for each team inducing the equipment replacement schedule, uniform replacement schedule, facilities, umpires, medical facilities, and publicity.	Passed out of the Judiciary Committee; Substitute Bill being worked on
ANNEXATION			
HB 2938	Coordination with Fire Districts	Requires annexing cities to enter into a service agreement with each affected Fire District that addresses transfer of revenues and assets taking into consideration the FD's ability to maintain service in the area outside the incorporation area. If no service agreement is reached by the effective date of annexation, the FD continues	Passed out of Local Government Committee

		to provide service to the area and the annexing city pays the District the revenues it would have received absent annexation.	
ENVIRONMENT AND GROWTH MANAGEMENT			
HB 2797/SB6580	Climate Change and Growth Management	Creates a Climate Change Goal in the Growth Management Act, directs CTED to establish methodology for measuring greenhouse gas emissions	Referred to Appropriations
HB 2468/ SB 6249 HB 2844/ SB 6469	Evergreen Cities/Urban Forestry	Directs DNR to inventory urban trees, provides incentives for additional tree protection in the form of additional points to qualifying cities for PWTF and Centennial Clean Water funds.	Passed out of House Appropriations
SB 6516/ HB2815	Greenhouse gas emissions and green collar jobs	These Governor-request bills: begin a process to ensure the emission reduction goals established by the Governor's Executive Order 07-02 are achieved; direct the state to continue to develop a regional process to design a multisector, market-based system for regulating green house gas emissions (i.e. cap and trade system); authorize a reporting system to monitor greenhouse gas emissions; establish a process for maintaining a comprehensive inventory of green house gas emissions to track the state's progress in achieving its greenhouse gas emission reductions; and create a "green collar" job training account to train and transition workers to clean energy jobs.	Passes out of House Appropriations
HB 1358	Requiring Performance and Reasonable Measures for the Purpose of Growth Management Planning	Requires all 29 GMA-planning counties to adopt policies and performance measures that regularly review progress towards accommodating 20-year population and employment growth projections.	No hearing held
ECONOMIC DEVELOPMENT and INFRASTRUCTURE			
SB 5762	Local economic development funding	This bill eliminates the 2009-2011, $50 million Public Works Trust Fund diversion to the Job Development Fund; and provide ongoing funding for the Community Economic Revitalization Board (CERB) at $50 million/biennium. It also establishes criteria for CERB funding for local economic development	Referred to Ways and Means
SB 6856	Infrastructure and	Under this proposal, cities, counties, and public utilities districts will be eligible for	No hearing to date

	Economic Development Funding	an additional $60 million in low interest loans to repair and replace basic infrastructure. An additional $40 million in grants is targeted toward cities and counties experiencing high population growth that is outpacing their ability to provide basic infrastructure.	
HOUSING			
HB 2849	HEFT	Creates mechanism for financing workforce housing. This bill would create a Housing Everyone Financing Tool (HEFT) program within the Department of Community, Trade and Economic Development. The program would provide grants to local governments to finance affordable housing within specific designated areas. Funding for the program would come from additional locally imposed sales and use taxes to capture a portion of the anticipated growth in state revenues that is expected to occur within the designated area.	Has not progressed out of committee
HB 2604	Exemptions from Impact Fees	Authorizes cities to exempt low-income housing development from locally-imposed GMA impact fees. Current law allows such exemptions only if public funds are used to replace the fees waived.	Passed out of Local Government Committee
LAW & JUSTICE			
PSSB 5353	Courts of limited jurisdiction	Clarifies the authority the city has to contract court services. Bill establishes nominating commission for the selection of part-time judges and expands the types of cases that municipal courts must hear.	
HB 2557	Operation of municipal courts	**HB 2557**, which includes the recommendations of the Courts of Limited Jurisdiction Task Force led by Rep. Goodman (D-Kirkland) over the interim, was heard on Wednesday, January 16, in the House Judiciary Committee. Unlike versions of this legislation in past years, it does not require municipal courts to hear domestic violence and civil protection orders. The work group decided improving access to the court system for victims of domestic violence was a goal, but meaningful access requires a whole range of support services that municipal courts currently do not provide and are not likely to be able to provide without significant additional funding. Instead, it establishes a study review about how best to increase **meaningful** access for victims of domestic violence to the court system. Cities are one of several stakeholders who will be included in this work.	Eligible for Floor Vote

SB 6573/ HB2962	Public Safety Funding	**SB 6573** which would transfer funds from the state general fund to a newly created local public safety enhancement account.	Hearing Feb 5 at 3:30
TRANSPORTATION			
HB 1773/ SB 6355	Tolling	This legislation establishes the mechanism for the imposition of tolls on state-owned facilities. Either the Legislature or the Transportation Commission can impose tolls, including variable pricing, on a facility or corridor. All revenue from a tolled facility or corridor must be used only to improve, preserve, or operate the facility or corridor on or in which it is collected (public mass transit operations are limited to a maximum 10% of collected toll revenue). A facility or corridor is defined as: A bridge, highway, or roadway; A vessel, bus, vehicle, or other conveyance of people or goods; or A system of facilities or corridors as defined by the tolling authority. The bills require cities, towns, and ports to get approval from the tolling authority before imposing or changing tolls that would have a significant impact on the operation of a state facility.	Passed out of House Transportation
SB 6543	Tolling	As an apparent alternative to **SB 6335** (Tolling), this legislation would create a separate tolling authority exclusive to King, Pierce, Kitsap, and Snohomish Counties. The Puget Sound Regional Council would authorize tolling on portions of state highways.	Hearing on 2/5
HB 3096	SR 520 Design and Tolling	This legislation establishes a design and financing plan for the 520 Bridge.	Exec Action in House Transportation
SB 6772	Governance	**Expands existing Regional Transit Authority ("Sound Transit") and rename as Regional Transportation Authority** **Expands project eligibility**: both roads & transit	Hearing on 2/5

		New governance board (12 members): 6 elected within King, Pierce, Snohomish; 1 elected at-large within 3-county boundary; 3 appointed by county executives; WSDOT Secretary (non-voting); Puget Sound Regional Coucil Executive Director (non-voting) **Majority elected board**: 7 elected & 5 appointed/designated **Broad revenue options**: combined roads & transit revenue, not limited by modal or subarea equity **No MPO/RTPO function** (Puget Sound Regional Council retains existing charter, but Executive Director sits on new entity **Boundaries**: Existing ST boundaries **Counties outside of Central Puget Sound may create an RTA.**	
SB 6771	Eliminating RTID	This would repeal RTID. If this legislation advances, and SB 6772 does not, then the Transportation Benefit District enabling legislation (RCW 36.73) will likely be looked to fund regional and local transportation investments.	Hearing on 2/5

KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
February 05, 2008

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:
Members Present: Mayor Jim Lauinger, Councilmember Dave Asher, Councilmember Mary-Alyce Burleigh, Councilmember Jessica Greenway, Councilmember Tom Hodgson, and Councilmember Bob Sternoff.
Members Absent: Deputy Mayor Joan McBride.

Deputy Mayor McBride was absent, but participated in the Study Session portion of the meeting via a telephone conference call, as she was traveling to Washington D.C. on City business.

3. STUDY SESSION

a. Downtown Transit Center

Joining Councilmembers for this discussion in addition to City Manager Dave Ramsay were Public Works Director Daryl Grigsby, Capital Projects Manager Ray Steiger, David Hewitt, Hewitt Architects and Mark Johnson, Capital Project Manager, Sound Transit Capital Projects.

4. EXECUTIVE SESSION

a. To Discuss Labor Negotiations

5. SPECIAL PRESENTATIONS

a. Founder's Day Proclamation

Dale and Loita Hawkinson, representing the Kirkland Heritage Society, accepted the Proclamation.

6. REPORTS

a. City Council

(1) Regional Issues

Councilmembers shared information regarding Suburban Cities Association activities; Cascade Water Alliance; Association of Washington Cities Legislative Action Conference; State Route 520 discussions; Finance Committee report; Enterprise Seattle Economic Forecast; Mayor's meetings in Olympia; and Mayor's meeting with Waste Management.

b. City Manager

(1) Community Survey

Local Government Management Fellow Tammy McCorkle and Stuart Elway, Elway Research, reviewed the survey background and responded to Council questions.

(2) Legislative Update

Intergovernmental Affairs Manager Tracy Burrows reviewed the current status of legislative issues under consideration this session.

(3) Calendar Update

(4) Downtown Development Correspondence

Assistant City Manager Marilynne Beard reviewed the draft correspondence incorporating Council direction. Council approved the draft for distribution.

7. COMMUNICATIONS

a. Items from the Audience

Terry Rennaker, 100 20th Avenue, Kirkland, WA
Teresa Carolan, P.O. Box 601, Bothell, WA
Paul Stelzer, 2917 West McGraw, Seattle, WA
Pascal Stolz, 1635 10th Street West, Kirkland, WA
Michael Wilson, 211 Kirkland Avenue, Kirkland, WA

b. Petitions

(1) Concerned Citizens Requesting to Stop all Downtown Building Permits Until a "Future Plan and Vision" is Completed and Agreed To by the Community

Council acknowledged receipt of the petition.

8. CONSENT CALENDAR

a. Approval of Minutes:

(1) January 10, 2008

(2) January 15, 2008

b. Audit of Accounts:
Payroll $ 1,923,236.82
Bills $ 2,428,351.90
run # 719 check # 495382
run # 720 check #'s 495384 - 495562
run # 721 check #'s 495563 - 495613
run # 722 check # 495614
run # 723 check #'s 495639 - 495844
run # 724 check #'s 495845 - 495892
run # 725 check #'s 495896 - 495897
run # 726 check #'s 495899 - 496064

c. General Correspondence

(1) Cami Keys, Regarding Tent City 4 Length of Stay

(2) Michael E. Wilson, Regarding Downtown Transit Center SEPA Comments

d. Claims

(1) Beth Davis

(2) David Parker

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) 2007 Pavement Marking Project

g. Approval of Agreements

(1) Resolution R-4685, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE KING COUNTY ROAD SERVICES

DIVISION, TO PROVIDE ROAD-RELATED SERVICES ON AN "AS REQUESTED" BASIS AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND."

This item was removed from consideration on this agenda.

h. Other Items of Business

(1) Resolution R-4686, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE DESIGNATION OF THE TOTEM LAKE URBAN CENTER AS A GROWTH AND TRANSPORTATION EFFICIENCY CENTER (GTEC)."

(2) Ordinance No. 4130, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ANIMAL CONTROL AND REPEALING CHAPTER 8.05 OF THE KIRKLAND MUNICIPAL CODE."

(3) Ordinance No. 4131 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO SOLID WASTE COLLECTION RATES, AMENDING ORDINANCE 4115 AND AMENDING SECTION 16.12.030 OF THE KIRKLAND MUNICIPAL CODE FOR EXTRA YARD DEBRIS SERVICE."

Motion to Approve the Consent Calendar, with the exception of item 8.g.1., which was removed from the agenda.
Moved by Councilmember Mary-Alyce Burleigh, seconded by Councilmember Jessica Greenway
Vote: Motion carried 6-0
Yes: Mayor Jim Lauinger, Councilmember Dave Asher, Councilmember Mary-Alyce Burleigh, Councilmember Jessica Greenway, Councilmember Tom Hodgson, and Councilmember Bob Sternoff.

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

a. McAuliffe Park Update

Park Planning Manager Michael Cogle shared the Park Board’s recommended process and timeline for revisiting the master plan for McAuliffe Park.

b. Authorizing Additional Funding Associated with 10th Street West Local Improvement District

Senior Project Engineer Dave Snider provided background information and responded to Council questions and comment. Council directed staff to pursue an LID pre-formation agreement providing that property owners pay for pre-formation expenditures.

11. NEW BUSINESS

a. Emergency Preparedness Update

Deputy Fire Chief Helen Ahrens-Byington provided Council with a review of program accomplishments, concerns and planned activities.

12. ANNOUNCEMENTS

None.

13. EXECUTIVE SESSION

a. To Review the Performance of a Public Employee

14. ADJOURNMENT

The Kirkland City Council regular meeting of February 5, 2008 was adjourned at 9:30 p.m.

City Clerk Mayor

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Daryl Grigsby, Public Works Director

Date: February 7, 2008

Subject: Draft Response Letter to Ms. Mary Peircey

RECOMMENDATION**:**

It is recommended that the City Council authorize Mayor Lauinger to sign a letter as presented responding to Ms. Mary Peircey.

BACKGROUND DISCUSSION:

Ms. Peircey's letter was received by Kirkland City Council on January 25, 2008. Her letter expressed concern regarding the possible closing of the fire station on NE 145th in the proposed annexation area and she also expressed her thoughts about the loss of the Spirit of Washington Dinner Train and rails to trails.

Attachments: Letter from Ms. Mary Peircey
Draft City Council response to Ms. Peircey

City Council
123 Fifth Ave.
Kirkland, Wa. 98033

Kirkland City Council

I understand the the City of Kirkland may close the fire station on 145th, by the Safeway - I am writing this letter to convey to you this is a bad idea & should not be supported - the response would be increased for fire & emergencies - it is really a poor idea to close one station - & build a new one eight blocks away - This is a huge waste of money

Thank You
Tax payer
Mary Peercy
Highwood Landlady

Foot note
I am also very unhappy about the lose of the dinner ~~train~~ -
Rails to Tails another bright idea by Seattle City Counsel -
Is there some reason the eastside can not have monorail - Light Rail ????

February 20, 2008 **DRAFT**

Ms. Mary Peircey
14208 117th Place
Kirkland, Washington 98034-1107

Dear Ms. Peircey:

Thank you for your letter concerning the possible annexation of your neighborhood, the future of your local fire station, and its use in delivery of emergency services. The fire station you are referring to is currently owned and operated by Woodinville Fire and Life Safety District and it would be its decision as to the future use for delivery of services if City of Kirkland annexes the Juanita, Finn Hill and Kingsgate neighborhoods.

Kirkland City Council is carefully considering the possibility of annexing the area where you live. These discussions have brought up many questions as to how to best provide for the public safety needs. As we examine alternatives available to the City, we continue to look at many options in order to understand the best possible solution. It is our intent to explore all options before deciding which would be best for the citizens of Kirkland: both in the current city and a new larger city.

Specifically, you wrote to us about the possibility of the Kingsgate fire station closing and the building of a new fire station in another area of the potential annexation area. As the City Council analyzes the options available, we have requested staff to give us a true picture of the potential costs associated with taking on annexation. In one of the Fire Chief's estimate of costs to provide services, the cost of a new fire station was included.

As stated above, the Kingsgate fire station is owned and operated by Woodinville Fire and Life Safety District. Under an annexation scenario, the City of Kirkland cannot assume the outcome of the ownership or operation of this particular fire station, on NE 145th. While it may be possible for the fire station to continue to be used for service delivery, it is not a decision which has been made. In other options being considered, the Kingsgate fire station is used to model service delivery. We can surely understand your concern for continuing excellent emergency services.

The City Council wants to assure you the high level of service you receive today will continue to be our goal as we analyze the options available for providing services; if the Council decides to proceed with annexation. We appreciate your input and concern for your public safety services.

The additional comment in your letter referred to the loss of the Spirit of Washington Dinner Train and the Rails to Trails discussions occurring in the region. The existing Burlington Northern Sante Fe tracks in east King County have proven to be unprofitable for the railroad company to continue to own and operate. They therefore have been interested in selling their right-of-way. The Port of Seattle and King County have been working on an arrangement to purchase the right-of-way for future public use. There are many advocates for a future trail and there are proposals and discussions on having a trail along with a functioning rail.

The City of Kirkland has been interested in using that corridor for a multi-purpose trail for many years. In addition, the City Council is aware of and open to possibilities for rail transit service along that line as well. We are interested in options that allow for both uses to operate in the existing rail right-of-way. We are excited about the possibilities of linking Kirkland with Renton, Bellevue, Woodinville and other locations without having to travel on existing congested streets or I-405.

We understand that Sound Transit, the agency responsible for regional transit and rail service, is considering that corridor for future rail use. There are still many regional discussions and decisions to be made relative to this corridor. The City of Kirkland's priorities are to first have the corridor available for public rather than private use. Our second priority is for a trail that provides room for future rail. Finally, our third priority is an affordable rail service along that important corridor.

There are many decisions yet to make, not the least of which are funding options, alignment issues, safety and other concerns. Another consideration we have in Kirkland is the potential conflict between rail crossings and public streets. We must ensure those streets and the rail crossings will function safely in the event of a bicycle, pedestrian, or rail traffic is on the rail right-of-way.

As you may be aware, the Dinner Train recently ended its service in Tacoma. This occurred regardless of the outcome of conversations to purchase the corridor from BNSF Railroad..

Thank you for expressing your interest in the future of the fire station in your neighborhood and the existing rail corridor. Please feel free to contact us again regarding this and other matters.

Sincerely,

KIRKLAND CITY COUNCIL

James L. Lauinger
Mayor

cc: Jeff Blake, Director of Fire & Building
Daryl Grigsby, Director of Public Works

CITY OF KIRKLAND
Fire & Building Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Jeff Blake, Fire Chief

Date: February 7, 2008

Subject: Draft Response Letters; Harlene Wilson & Kathy Rose

RECOMMENDATION:

It is recommended that the City Council authorize Mayor James Lauinger to sign a letter as presented or notified responding to Ms. Harlene Wilson and Kathy Rose.

BACKGROUND DISCUSSION:

On January 25, 2008 letters were sent to the "Kirkland City Council" from Harlene Wilson and Kathy Rose. In their letters they expressed concern regarding possible closing of the fire station on NE 145th in the proposed annexation area.

For the City Council's consideration is the draft response letter to Ms. Wilson and Ms. Rose.

Attachments: Letter from Ms. Harlene Wilson
Letter from Ms. Kathy Rose
Draft City Council Response – Wilson
Draft City Council Response – Rose

January 28, 2008

Kathy Rose
14130 129th Ave. N.E.
Kirkland, WA 98034

RECEIVED
JAN 30 2008
CITY OF KIRKLAND
CITY MANAGER'S OFFICE

Kirkland City Council
123 5th Ave.
Kirkland, WA 98034

Dear City Council Members,

Please give serious consideration to not closing the fire station on 145th in Kingsgate.

I have lived in my home for 22 years and know of many times that the medics and firemen from the 14^{5th} St. station have responded with utmost speed, in neighborhood emergencies. The close proximity of the station is a factor.

There are no other fire stations close by. We have a small shopping center, a large jr. high school, and many condos, apartments, and homes in the immediate vicinity. I believe the 145th St. station services a large number of citizens.

I do not understand the benefit of spending money on a new station. We, in this neighborhood, need the 145th St. station to remain open. Thank you for your respectful consideration of this matter.

Sincerely,

Kathy Rose

Kathy Rose

RECEIVED
JAN 24 2008
CITY OF KIRKLAND
CITY MANAGER'S OFFICE

11701 NE. 145th St.
Kirkland, Wa
98034

Jan. 24, 2008

Dear Kirkland City Council Members,

I am a 38 year long resident of High Woodlands section of Unincorporated King County. (address: Kirkland)

My family includes a 35 y. old spastic quadriplegic who was 3 yrs old when we moved into High Woodlands area. During these 38 years our family has drawn on the immediate response & quick arrival of the Aide Car from the Fire Station located on NE 144th St. because this same child has a life-threatening asthmatic condition.

Please as a classic City Council make the prudent decision to continue the services of the present Fire Station in its present location. NO CHANGES.

Sincerely,
Harlene Wilson

February 20, 2008 **DRAFT**

Kathy Rose
14130 129th Ave. N.E.
Kirkland, WA 98034

Dear Ms. Rose,

Thank you for your letter concerning the future of your local fire station and its use in delivery of emergency services. The fire station you are referring to is currently owned and operated by Woodinville Fire and Life Safety District and it would be the District's decision as to the future use for delivery of services if the City of Kirkland annexes the Juanita, Finn Hill and Kingsgate neighborhoods.

Kirkland City Council is carefully considering the possibility of annexing the area where you live. These discussions have brought up many questions as to how to best provide for public safety needs. As we examine alternatives available to the City, we continue to look at many options in order to understand the best possible solution. It is our intent to explore all options before deciding which would be best for the citizens of Kirkland; both in the current city and a new larger city.

Specifically, you wrote to us about the possibility of the Kingsgate fire station closing and the building of a new fire station in another area of the potential annexation area. As the City Council analyzes the options available, we have requested staff to give us a true picture of the potential costs associated with taking on annexation. In one of the Fire Chief's estimate of costs to provide services, the cost of a new fire station was included.

As stated above, the Kingsgate fire station is owned and operated by Woodinville Fire and Life Safety District. Under an annexation scenario, the City of Kirkland cannot assume the outcome of the ownership or operation of the District's this fire station located on NE 145th. While it may be possible for the fire station to continue to be used for service delivery, it is not a decision that has been made. In other options being considered, the Kingsgate fire station is used to model service delivery. We can surely understand your concern for continuing excellent emergency services.

The City Council wants to assure you the high level of service you receive today will continue to be our goal as we analyze the options available for providing services; if the City Council decides to proceed with annexation. We appreciate your input and concern for your public safety services

Sincerely,
KIRKLAND CITY COUNCIL

James L. Lauinger
Mayor

February 20, 2008 **DRAFT**

Harlene Wilson
11701 NE 145th Street
Kirkland, WA 98034

Dear Ms. Wilson,

Thank you for your letter concerning the future of your local fire station and its use in delivery of emergency services. The fire station you are referring to is currently owned and operated by Woodinville Fire and Life Safety District and it would be the District's decision as to the future use for delivery of services if the City of Kirkland annexes the Juanita, Finn Hill and Kingsgate neighborhoods.

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The City Council wants to assure you the high level of service you receive today will continue to be our goal as we analyze the options available for providing services; if the City Council decides to proceed with annexation. We appreciate your input and concern for your public safety services.

Sincerely,
KIRKLAND CITY COUNCIL

James L. Lauinger
Mayor

CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Kathi Anderson, City Clerk

Date: Fenruary 13, 2008

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) Esplanade Condominium Association
10019 NE 20th Lane
Kirkland, WA 98034

Amount: Unspecified amount

Nature of Claim: Claimant states damage to property resulted from falling trees.

(2) Leon and Mary Lou Kuijper
10831 108th Ave NE
Kirkland, WA 98033

Amount: $8,000.00

Nature of Claim: Claimant states damage to property resulted from a water main replacement.

(3) Jongwon Lee
16221 North RD #W-2
Lynnwood, WA 98087

Amount: $884.05

Nature of Claim: Claimant states damage to vehicle resulted from debris falling from a City vehicle.

(4) Neeraja W. Sahay
24526 SE 42nd Place
Issaquah, WA 98029

Amount: $1066.13

Nature of Claim: Claimant states damage to vehicle resulted from being hit by a City vehicle.

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

To: Dave Ramsay, City Manager

From: Daryl Grigsby, Public Works Director
Bobbi Wallace, Surface and Waste Water Operations Division Manager

Date: January 31, 2008

Subject: Northshore Utility District and City of Kirkland Mutual Aid Agreement

RECOMMENDATION**:**

Council pass the attached resolution authorizing the City Manager to enter a Mutual Aid Agreement with the Northshore Utility District.

BACKGROUND DISCUSSION:

The Northshore Utility District Operations Manager, Alan Nelson contacted us to request that we establish a Mutual Aid Agreement in the event of an emergency. If approved by the City Council and executed by the City Manager, the Agreement will then be forwarded to the Utility District Board for approval.

This is one of the first mutual aid agreements for utility services for the City and is a great start for a future trend to establish additional support and resources for the City and its partners in the community.

Highlights of the agreement are:

1. During times of disaster or emergency the City of Kirkland and Northshore Utility District are willing to assist each other with equipment, personnel, expertise and other resources.
2. That the City of Kirkland and the Northshore Utility District desire to contract with each other for the provision of disaster or emergency utility services.

The City of Kirkland and the Northshore Utility District are authorized by Chapter 39.34 RCW to enter into a mutual aid agreement of this nature. If you have any need for further information please contact Bobbi Wallace at 425-587-3909. Thank you.

RESOLUTION R-4687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE NORTHSHORE UTILITY DISTRICT FOR THE PROVISION OF DISASTER OR EMERGENCY UTILITY SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, during times of disaster or emergency the City of Kirkland and Northshore Utility District are willing to assist each other with equipment, personnel, expertise and other resources; and

WHEREAS, the City of Kirkland and the Northshore Utility District desire to contract with each other for the provision of disaster or emergency utility services; and

WHEREAS, the City of Kirkland and the Northshore Utility District are authorized by Chapter 39.34 RCW to enter into a mutual aid agreement of this nature;

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 a mutual aid agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2008.

Signed in authentication thereof this _____ day of _____, 2008.

_____
MAYOR

Attest:

_____
City Clerk

PUBLIC WORKS
EMERGENCY RESPONSE
MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is made by and between Northshore Utility District, a municipal corporation of the State of Washington and the City of Kirkland, a municipal corporation of the State of Washington, collectively referred to as "Agencies" or individually referred to as "Agency."

RECITALS:

A. RCW Chapter 39.34 authorizes public agencies to contract with each other for service.

B. Agencies desire to provide resources to each other, upon request for assistance, to handle a disaster or emergency.

AGREEMENT

It is agreed by the Agencies as follows:

1. Request for Assistance. Agency may, through its designated official, request resources from each other to deal with a disaster or emergency. A request for assistance may be oral or written. If the request is oral, it shall be confirmed in writing by the designated official as soon as practicable after the request. Each request shall describe the equipment, personnel, expertise and other resources that are needed to address the disaster or emergency.

2. Definition of Disaster or Emergency. A disaster or emergency is an event or situation which (a) demands immediate action to preserve public health or protect life or property or (b) reaches such a dimension or degree of destructiveness as to warrant the Governor of the State of Washington declaring a state of emergency.

3. Response to Request. The responding Agency shall determine whether resources are available to respond to the request for disaster or emergency assistance as soon as possible. Through its

designated official, the responding Agency shall advise the requesting Agency of the availability of resources and the approximate time when the same will be provided. The decision of the responding Agency shall be final as to the availability of resources. A responding Agency shall not be liable to the requesting Agency or any person or entity for failing to respond to a request for assistance or provide resources.

4. Control of Resources. Resources of the responding Agency that are made available to the requesting Agency shall, whenever possible, remain under the control and direction of the responding Agency. The requesting Agency shall coordinate the activities of resources of the responding Agency. The responding Agency shall retain the right to withdraw some or all of its resources whenever they are needed by the responding Agency. Notice of intention to withdraw shall be communicated to the requesting Agency's designated official, or the official's designee, as soon as possible.

5. Status of Personnel. All privileges, immunities, rights, duties and benefits of officers and employees of the responding Agency shall apply while those officers and employees are performing functions and duties within the requesting Agency, unless otherwise provided by law.

6. Indemnification. Each Agency shall defend, hold harmless and indemnify the other Agency, and its officers and employees, from any and all claims, suits or actions, including the cost of defense, arising from the willful or negligent acts and omissions of its own officers and employees while operating under this Agreement.

7. Insurance. Each Agency shall maintain insurance for the activities of its resources while operating outside of the said Agency under this Agreement, which insurance shall be at least equal to the insurance the Agency maintains for the activities of its resources while operating within the Agency. The Agencies' insurance requirement shall be fulfilled by their respective membership in Washington Cities Insurance Authority, a municipal insurance pool.

8. Cost Reimbursement. The requesting Agency shall reimburse the responding Agency for the cost of providing assistance. The reimbursement shall be based upon the responding Agency's published schedule of hourly or daily rates for personnel and costs of equipment.

Reimbursement shall be made within 90 days after receipt by the requesting Agency of an itemized voucher of costs or invoice.

9. Operational Procedures. The Agencies shall establish operational, cost reimbursement and planning procedures for carrying out this Agreement.

10. Authorization, Effective Date and Duration. Each Agency shall authorize and approve this Agreement by resolution. This Agreement shall be effective upon adoption of authorizing resolutions by both Agencies and shall remain in effect until such time it is terminated as provided for in Section 11 below. Upon adoption of an authorizing resolution and execution of this Agreement, an Agency shall send a copy of the resolution and the Agreement to the other Agency.

11. Termination. This Agreement shall remain binding upon an Agency until it provides written notice to the other Agency that it is withdrawing. Withdrawal from this Agreement shall not relieve the withdrawing Agency from the obligations assumed under this Agreement prior to the effective date of the withdrawal.

12. No Third Party Rights. This Agreement is for the benefit of the Agencies and no person or entity shall have any rights under this Agreement as a third party beneficiary.

CITY OF KIRKLAND	NORTHSHORE UTILITY DISTRICT
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Approved as to form:

_____
Robin Jenkinson, City Attorney

CITY OF KIRKLAND
Administrative Services Department - Human Resources Division
505 Market Street Suite B, Kirkland, WA 98033 425.587.3210
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Bill Kenny, Human Resources Director

Date: February 12, 2008

Subject: Ratification of Police Support Staff Agreement 2007 -2009

RECOMMENDATION

Adopt the 2007-2009 Collective Bargaining Agreement between City of Kirkland and Kirkland Police Support Staff Staff.

BACKGROUND DICUSSION:

On Feb 7, 2008, the City of Kirkland was advised that the members of the Kirkland Police Guild, representing the Police Support Staff, over-whelming voted for ratification of the 2007 – 2009 Collective Bargaining Agreement. This Agreement was the result of a very collaborative process between the City and the Guild.

Some highlights of the agreement are:

- Three year agreement (January 01, 2007 – December 31, 2009)
- An extensive salary survey review yielded market adjustments for most positions, market adjustments were applied using a 1% circle
- Effective January 1, 2007, 90 % COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2008, 95% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2009, 100% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2008 salary adjustments for Corrections Corporal and Police Support Supervisor
- Effective January 1, 2008 Corrections Officer – Evidence was reclassified to the position of Evidence Technician
- Medical Benefits program, remain consistent with other bargaining units

It is also noted that in this process, the Guild cooperated with the City in reviewing and revising the Agreement's format, outline and language to make it contemporary and similar to our other collective bargaining agreements.

Members of both Negotiations Teams deserve commendation for the expeditious and collaborative approach to this negotiations and the resultant Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Kirkland Police Guild.

Attachment: 2007 – 2009 Agreement By and Between City of Kirkland and Kirkland Police Guild Support Staff.

2007-2009 Agreement

By and Between

CITY OF KIRKLAND

and

KIRKLAND POLICE GUILD
SUPPORT STAFF

2007 - 2009 Agreement

By and Between

City of Kirkland
And
Kirkland Police Officers' Guild

Support Staff

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2007 - 2009 Agreement

By and Between

City of Kirkland
And
Kirkland Police Officers' Guild

Support Staff

PREAMBLE

This Agreement is made, by and between the City of Kirkland, hereinafter referred to as the "Employer" and the Kirkland Police Officers' Guild, hereinafter referred to as the "Guild,"

The purpose of the Employer and the Guild in entering into this agreement is to set forth their entire agreement with regard to wages, hours, and working conditions, so as to promote uninterrupted public service, efficient operations and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and Employee.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" or "Guild" shall mean all Employees represented by the Kirkland Police Officers' Guild for the classifications identified in Article 9 or new classifications as may be added consistent with Article 2.2.

"Department" shall mean the Kirkland Police Department.

"Department Head" shall mean the Chief of Police or designee.

"Employee" shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the Bargaining Unit covered by this Agreement, as defined by Article 5.2.

"Employer" or "City" shall mean the City of Kirkland.

"Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of temporary duty with reasonable accommodation, and the Employee's ability to perform the required duties.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild,

domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager, or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The employer recognizes the Guild as the sole and exclusive bargaining representative for all non-commissioned employees, excluding supervisory (except those specified in Article 9), confidential, and fully Commissioned Personnel of the employer.

2.2 NEW CLASSIFICATIONS

If new classifications are established by the Employer and added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an Employee is appointed to a position substantially different than the Employee's classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Guild for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Guild.

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at by mutual agreement / negotiation. If the parties cannot reach agreement the matter will be sent to arbitration.

2.3 CONTRACT PROPOSALS

The Employer recognizes and agrees to discuss contract proposals with the members of the Guild's Executive Board or their designated representative(s) only. The Guild recognizes the City as the representative of the people of the City of Kirkland and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

The Guild will promptly notify the Human Resource Director and the Chief of Police in writing of their designated representative(s).

ARTICLE 3 - GUILD SECURITY

3.1 MEMBERSHIP

The Employer recognizes that members of the Kirkland Police Department may, at their discretion, become members of the Guild. The Guild accepts its responsibility to fairly represent all Employees in the bargaining unit regardless of membership status.

3.2 DUES DEDUCTION

The Employer, when authorized and directed by a member of the Guild in writing upon an authorization form provided by the Employer to do so, shall deduct Guild dues from the wages of an Employee.

3.2.1 Payroll Deductions – Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Guild and shall forward such sum to the Guild. Should any Employee not have any monies due him/her or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month.

3.2.2 An authorization for payroll deduction may be canceled upon written notice to the Employer and the Guild before the 15th day of the month in which the cancellation is to become effective, subject to the provisions of this article.

3.2.3 The Guild shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.2.4 Any regular employee in a classification represented by the bargaining unit, who elects to not join the Guild within 30 calendar days, shall complete an authorization form and have deducted from their pay by the Employer, as a condition of employment, a monthly service fee in the amount of monthly dues to the Guild. This service fee shall be segregated by the Guild and used on a pro-rata basis solely to defray the cost for its services in negotiating and administering this agreement. A service fee deduction for an employee may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions for the employee have been made. The Guild shall assume the liability for all check-off matters beyond the Employer responsibility to make deductions in accordance with this Article.

3.2.5 An employee who objects to membership in the Guild on the basis of religious tenets or teachings of a church or religious body of which such employee is a member shall inform the Employer and the Guild of the objection. The employee shall establish with the representatives of the Guild an arrangement for contributing to a non-religious charity an amount of money equivalent to regular Guild membership dues.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Guild with a roster of employees covered by this Agreement on a monthly basis.

The Guild agrees to supply both the Chief and Human Resources with a current list of officers. The Employer will recognize the officers as soon as the list is received, in writing, by the Department and Human Resources.

3.4 NONDISCRIMINATION – UNION ACTIVITY

Neither party shall discriminate against any Employee or applicant for employment because of membership in or non-membership in or activity on behalf of the Guild.

ARTICLE 4 - GUILD/EMPLOYER RELATIONS

4.1 GUILD ACCESS

The Guild's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE

Guild meetings may be scheduled and held on City premises. The Chief of Police or designee's approval pursuant to this Section shall not be unreasonably withheld.

4.3 STEWARDS

The Guild will provide to the City names and contact numbers for all guild stewards and update the list on an annual basis unless changes occur more frequently. The Guild will notify the City no later than 5 calendar days from the selection of new Guild Stewards.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1 and Guild contact information.

4.5 BULLETIN BOARDS

The City shall permit the reasonable and lawful use of bulletin boards by the Guild for the posting of notices relating to official Guild business.

4.6 CONTRACT DISTRIBUTION

The Guild will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer shall endeavor to allow a minimum of three (3) members of the Guild's negotiation committee to attend negotiation sessions during on-duty time provided however, that operational necessities shall remain the priority and not more than two of the on-duty members shall be from any single division or workgroup, without prior authorization of the Chief or designee. Such members shall be designated by the Guild at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that staffing on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiations session is held).

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance requiring any substantial use of on-duty time, stewards or officers shall provide notice to the Chief or designee.

4.9 GUILD BUSINESS

The Chief or designee shall endeavor to allow Guild Officials time off while conducting official "duty to represent" guild business on behalf of employees in the bargaining unit, including grievance resolution and arbitration, provided that:

4.9.1 They notify the Employer at least 48 hours prior to the time off, unless such notice is not reasonably possible;

4.9.2 The Employer is able to properly staff the Employees' job duties during time off; and

4.9.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild Official not taken time off (i.e., no overtime expenses).

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Newly hired Employees covered by this Agreement are subject to a twelve (12) month probationary period. A probationary Employee shall be considered "at will" until successful completion of probation.

Should the represented classification require an Academy certification, the twelve (12) month period will be in addition to the period necessary to complete the Academy.

Where an unavoidable delay occurs in securing an Academy slot for a newly hired Officer, the probationary period for that Officer shall be extended by the length of that delay, up to 90 calendar days. Should that delay be anticipated to go or in fact goes beyond 90 calendar days from the date of hire, notice to the Guild shall be provided and expeditious bargaining of the matter will occur, upon request.

5.2 TYPES OF EMPLOYMENT

5.2.1 Regular Full-Time Employees:
A regular full time employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time employees are eligible to receive the standard benefit package.

5.2.2 Regular Part-Time Employees:
A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.

5.2.3 Temporary Employees:

A temporary employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.

If a regular employee accepts an assignment of a temporary position, that employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days notice from the Employer or 30 calendar days notice from the employee, whichever is earlier. Any new-hire employee who is hired to fill the vacancy, which was created by the regular employee accepting a temporary position, will also be hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

Union membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, will become or remain Union members, per the Agreement representing the temporary position.

After a temporary position is filled longer than two (2) years, the Employer will meet and discuss the status of the position with the Union. If or when the position is fully funded, a temporary employee may apply for that position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

5.2.4 Seasonal Employees:
A seasonal employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal employee is not eligible to receive the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.2.5 On-Call / Extra Help Employees:
An on-call / extra help employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Union membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

5.4 STUDENTS/INTERNS/VOLUNTEERS

Student, volunteers and Internship programs may be created by the Employer provided such programs do not involve bargaining unit work. In the event the Employer seeks to have volunteers conduct bargaining unit work, it will provide notice to the Guild and, *upon request*, negotiate any such change.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

The work week shall be composed of three (3) or more consecutive days on duty with two (2) or more consecutive days off duty and may consist of a combination of 8, 10, or 12 hour shifts. The working hours shall be equivalent to forty (40) hours per week on an annualized basis.

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

Emergency shift schedule changes -

6.1.1 The Chief of Police may temporarily adjust the existing shifts if an emergency event is deemed to hamper the effectiveness of the Police Department. Work performed outside of the employee's regular schedule for the first 72 hours will be compensated at time and one half. Once the emergency event is over, the Department will return to the previous bid upon schedule.

6.1.2 If Management makes non-emergency changes in the employee's work schedule, the employee shall be given at least fourteen (14) calendar days notice prior to the new schedule going into effect. This does not pertain to staff in training and probationary employees. The Guild retains the right to bargain the impacts of such decisions, including identification of the need and the anticipated duration of the new schedule. The parties agree that such changes shall be based upon operational need and not used as a

means to circumvent the shift bid process. The parties further agree that upon an end of the operational need necessitating the shift change, the employee shall return to the shift designated in the shift bid process.

6.2 SHIFT SCHEDULES

The schedule shall be determined by bidding based upon seniority such that in the event that more than one Employee bids for a shift, it shall be awarded to the Employee with the longest unbroken service in the job classification of the position being bid, provided, however that the Chief retains the right to balance the shifts for levels of experience in those classifications where multiple Employees in the same classification work any given shift. Bidding shall occur once a year in September for the following year.

6.2.1 Shift Openings: Within 2 weeks of an opening on a shift, existing Employees will be given an opportunity to bid for the opening.

If 2 or more Employees bid for the same opening, seniority shall prevail. Actual movement to the new vacancy will occur as staffing and operational needs allow.

6.2.2 An employee who voluntarily moves to a different shift upon a vacancy will need to resubmit any leave requests (vacation, holiday, comp, etc.) for leave which was previously approved, in the event there is a conflict with the previously approved leaves for that shift.

6.3 SHIFT TRADES

Shift Trades are a civil arrangement between employees. No compensatory time or overtime is payable in conjunction with a shift trade. Shift trades shall be allowed if a request is made by the employee and approved by the Lead or above of the employee's division prior to the shift trade. An Employee who agrees to a shift trade and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time will be charged for the shift traded time against him or her, and may be subject to progressive discipline. If the Employer must replace the individual on an overtime basis, an amount equal to 1 1\2 times vacation and/or holiday time will be charged against him or her. The Chief of Police or designee may waive this penalty. The Employer has no obligation to ensure or facilitate the repayment of shift trades between Employees.

6.3.1 Shift trades shall be allowed between "like positions" and are traded on a position for position basis. For purposes of this section, "like positions" shall be defined as those positions where the employee is performing the duties the City is currently compensating them for. Within a division where a trade may be outside "like positions" such as Communications Technician and Communications Lead, trades may be approved on a case by case basis by the Supervisor. In the case involving the Supervisor, the request for the trade must be made to command staff.

6.3.2 Shift trades may be allowed as long as the trade does not result in any negative economic impact to the City and does not result in undue interference with the operations of the City and the Police Department.

6.3.3 Shift trades are not intended to be used to routinely modify an employee's regularly assigned shift.

6.4 REST/MEAL BREAKS

For Employees on 8 and 10 hour shifts, a work day shall include at least a paid 30 minute lunch break and 2 fifteen minute breaks. For Employees on 12 hour shifts, a workday shall include at least 2 paid 30 minute breaks.

6.5 OVERTIME

All pre-approved work performed by (a) full-time employees in excess of the normal work day or on a day off, or (b) by regular part-time employees in excess of forty (40) hours in any workweek, shall constitute overtime and shall be paid for at one and one-half (1 ½) times the employee's straight time hourly rate. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an employee's regular rate for overtime purposes.

Premium or overtime pay in this article shall not be duplicated or pyramided.

6.5.1 All overtime shall be compensated for in increments of 15 minutes with the major portion of 15 minutes being paid as 15 minutes.

6.5.2 Hourly rate of pay shall be determined by dividing the annual straight time hourly rate by 2080. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an employee's regular rate for overtime purposes.

6.5.3 Overtime premium pay is not payable when caused by a change of shift according to present practice, or special assignment, such as out-of-city training.

6.5.4 Overtime compensation will be made on shifts worked during Daylight Savings Time changes.

6.5.5 Minimum Overtime – Call-Back, Court Appearances, BAC Hearings: In the event that overtime, which has been specifically pre-approved by command Personnel, is not an extension at the beginning or end of a normal shift, the Employee shall be paid at the rate of 1 1/2 times their straight time hourly rate for the actual time worked with a minimum of 3 hours, consistent with Article 10.2. Court hearings, as well as BAC hearings, shall be considered, upon notification, as specifically pre approved by command personnel. It will be mandatory for an Employee to respond to work if so directed by command personnel or the shift supervisor.

6.6 COMPENSATORY TIME

6.6.1 Compensatory time will be granted at the Employee's request, at the time of authorizing the overtime, in lieu of overtime pay. Absent employee request, overtime shall be paid rather than compensatory time granted.

Overtime shall be compensated or compensatory time awarded at the rate of one and one-half (1½) times the employee's regular rate of pay or in the case of Call-back a minimum of three (3) hours of overtime or compensatory time shall be granted.

Should an employee be ordered / "mandatoried" to work overtime, the employee may make an election within the pay period for either compensatory time to be awarded or for the overtime to be paid.

An employee may only accrue compensatory time up to a maximum balance of 60 hours.

6.6.2 Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1st, for all hours earned through October 31st.

6.7 MINIMUM STAFFING

6.71 Minimum staffing in the Communications Center shall be designated as three (3) Communications Center personnel. Advanced scheduling of leave may be approved up to one person per shift, regardless of minimum staffing level(s). Additional personnel may be granted leave by supervisor or command staff approval. Minimum staffing shall include leads.

The Communications Supervisor or Lead shall make every attempt to ensure minimum staffing is maintained. However, minimum staffing levels may fall below the threshold for breaks and meal periods.

6.7.2 Minimum staffing for the Records Division between the hours of 9 a.m. to 3 p.m. shall be two (2).

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Guild and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Guild shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 JOB POSTING

When any position becomes vacant, the Employer will make every reasonable effort to fill it as soon as possible.

7.3 PROMOTIONS

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position, consistent with Article 8.2.1. At the discretion of the Employer, outside recruitment and selection may take place. When an employee applies and is not selected for a vacancy, he/she will receive notification.

7.4 JOB SHARE

No language.

7.5 PERSONNEL FILES

Personnel Files – The City Human Resources Division will retain the permanent personnel file. The Police Department shall maintain only one working personnel file for each employee.

Supervisory notes - This does not preclude a supervisor from maintaining notes regarding an employee's performance for purposes of formulating evaluation and performance appraisal or the department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

Information related to medical, psychological, background check information and grievance records shall be maintained in separate files.

Employees shall have access to their personnel file with reasonable frequency. Upon request, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

Upon receiving a request for all or part of a personnel file from any third party, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except as part of an investigation being conducted by another law enforcement agency, the disclosure of which is necessary for effective law enforcement. Upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release or as otherwise required by law, the employee shall be notified of the request and release will be made as required by law or as above. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file, which, together with the action, will be retained with the action in the personnel file.

<u>Personnel Records Retention:</u>

Records of disciplinary action may be retained in an employee's personnel file for a period of not more than five (5) years. After five years has elapsed, the employee may request in writing the removal of such records which shall be granted unless the employee's personnel record indicates a pattern of similar types of discipline, in which case, all such records may be retained until an additional period of two (2) years has elapsed, during which there has been no further

disciplinary action for the same or similar behavior. After two years has elapsed, the employee may request in writing removal of the record of disciplinary action.

Records retained in an employee's department personnel file longer than provided in this section shall not be admissible in any proceedings concerning disciplinary action, provided that the parties retain the right to introduce evidence regarding prior discipline of other employees for the purpose of establishing the consistency of non-consistency of discipline imposed in a case subject to a disciplinary appeal.

7.6 EVALUATIONS

The purpose of evaluation is to help an employee to be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.6.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.6.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.7 BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

7.7.1 Employees shall be informed in writing, of the nature of the investigation, the right to request Guild representation, and whether they are a witness or a suspect, before any interview of the employee commences. In investigations other than criminal, this will include the name, address, and other information necessary to reasonably apprise them of the allegations of such complaint.

An employee who is identified as a suspect, shall be advised in writing a minimum of forty-eight (48) hours prior to the time of the interview, if the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to criminal charges or misconduct that could be grounds for termination. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form, provided that the employee either has Guild representation or waives the right to such representation in writing.

7.7.2 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

7.7.3 The interview, which shall not violate the employee's constitutional rights, shall take place at the Kirkland Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Guild. Said attorney and/or representative of the Guild may be present during the interview but shall not participate in the interview except to counsel the employee, provided that the Guild representative or attorney may participate to the extent permitted by law.

7.7.4 The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.

7.7.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall they be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

7.7.6 It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

7.7.7 At the employee's request, the interview shall be recorded on tape. One copy shall be provided to the Guild representative or employee. There shall be no "off-the record" questions. Within three (3) calendar days of the completion of the investigation, and no later than three (3) calendar days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the

request was initiated by such persons and provided further that such confidential statements may not be relied upon to form the basis of discipline. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

7.7.8 Use of Deadly Force Situations: When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours. The department and the Guild shall mutually agree on designated peer support counselors.

7.7.9 Medical or Psychological Examinations: When there is probable cause to believe that an employee is medically or psychologically unfit to perform his/her duties, the employer may require the employee to undergo a medical or psychological examination in accordance with current standards established by the Washington Association of Sheriff's and Police Chiefs, the International Association of Chiefs of Police, the Americans with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered medical or psychological examinations.

7.8 DISCIPLINE/CORRECTIVE ACTION

No employee shall, by reason of his employment, be deprived of any rights or freedoms, which are afforded to other citizens of the United States by the State and Federal Constitutions and Washington law.

No employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the employee nor in any internal investigation which could lead to a criminal charge against the employee. Any refusal by an employee to give self-incriminating information under these conditions will not result in the employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the City.

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;

- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Guild in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Guild representative at such an interview. Upon request, the employee shall be afforded a Guild representative. The Employer will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral reprimands). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a copy of the investigative file as per Article 7.7.7, and a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Guild representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Guild representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Seniority shall be established upon appointment to a regular or temporary, full-time or part-time budgeted position within the bargaining unit.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit. Classification seniority shall include all time at a higher ranked classification, for which the employee does not have continuing job rights.

Consistent with Article 14.5, the Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

No seniority shall be established while an employee is employed in a seasonal or on-call position.

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department

8.2.2 Layoffs

Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Employer seniority shall be determinative.

8.2.3 Bumping
As to bumping, the employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall
Seniority shall be determinative in the identification of which employee is to be recalled, when there are more than one who is qualified and/or have previously performed a position. In the event that an employee is being recalled to a new position, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.

8.3 PROBATIONARY PERIOD
Upon successful completion of the probationary period, the Employer seniority of the employee shall be established as the initial date of hire including the service during the probationary period. Department seniority shall then be based on continuous service with the department.

8.4 LOSS OF SENIORITY
An employee will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.15.

8.4.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.15.

8.4.6 Failure to respond to an offer of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except if an employee is recalled consistent with Article 8.15 and the time-lines therein, they shall regain the seniority that they had as of their last date of employment.

8.5 LAYOFFS
A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or

within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

Total Classification seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by bargaining unit seniority, consistent with Article 8.2.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

8.6 NOTICE

The Guild shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than fourteen (14) calendar days. If the Employer does not provide fourteen (14) calendar days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and fourteen (14) calendar from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the employee's qualifications for that position. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the employee as to whether the employee meets the qualifications for the position the employee has chosen to bump.

8.7 MEETING WITH GUILD

The Guild shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Guild’s request, the Employer and the Guild shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Guild concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Guild of the proposed request.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."

The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and is ineligible to select among layoff options.

8.9 VACANT POSITIONS

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.1. Within other

departments affected employees will be given consideration for vacant positions for which they are qualified.

8.10 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Guild monthly, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Guild and posted in the affected department.

8.11 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary basis.

8.12 COMPARABLE EMPLOYMENT

For purposes of this Article, "comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

8.13 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position

On a bargaining unit seniority basis, to assume a vacant position in the same department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the employee shall also be considered for available job openings within the Employer for which the employee is qualified.

8.13.2 Bump

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications and are still competent to perform the work of the classification.

Part-time regular employees shall have the option of remaining in the reduced position (if above the 20 hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.13.3 Recall
If the affected employee elects not to take a vacant position or elects not to bump, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.14 REDUCTION HOURS/FTE
An employee will not be subject to an involuntary reduction in their FTE (i.e. less than full-time) absent notice and negotiation of the matter with the Guild. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the affected employee shall have either the right to bump or go onto the recall list.

8.15 RECALL
Any reference to recall rights and recall lists pertains to both those employees who are laid off or on medical reinstatement, as below:

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff.

An employee who is placed on the medical reinstatement list shall be entitled to recall rights for a period of twenty-four (24) months from the employee's last date of employment. Recall under this provision requires that the individual has been certified as fit for duty or fit for duty with reasonable accommodation by a medical health care provider statement. The department may, at its own expense, request a second opinion by another health care provider(s) or panel. Should the employee be certified as fit for duty, that employee shall then be considered as laid-off and the provisions of Article 8.17 shall apply. Should that certification occur during the last six (6) months of the twenty-four (24) month period, that employee shall be entitled to recall for a period of six (6) months from the date of that certification.

Employees recalled after the initial fourteen (14) month period shall be subject to the background check process.

If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a

comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

8.16 VACATION & LEAVE CASH OUTS/PAY

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, holiday leave and compensatory time, to the extent of established maximums. Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer from the recall list. No sick leave shall accrue during the period of time on the recall list / layoff.

8.17 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix A. The salary schedule reflects both the COLA and market adjustments agreed to by the parties for 2007.

9.1.1 COLA Adjustments

9.1.1.1 Effective January 01, 2007, the monthly rates of pay shall be increased by ninety percent (90%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index – June to June - (no minimum and no maximum). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). This results in an application to the salary schedule of 4.16 % (four and sixteen one-hundredths percent).

9.1.1.2 Effective January 01, 2008, the monthly rates of pay shall be increased by ninety-five percent (95%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index - June to June - (no minimum and no maximum). The Index used shall be CPI-W. This results in an application to the salary schedule of 3.14 % (three and four one-hundredths percent).

9.1.1.3 Effective January 01, 2009, the monthly rates of pay shall be increased by one hundred (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index -June to June - (no minimum and no maximum). The Index used shall be CPI-W.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

9.1.1 2007 Salary Schedule:

2007 Salary Schedule: Job Title	Step A (0-6m)	Step B (7-12m)	Step C (13-24m)	Step D (25-36m)	Step E (37-48m)	Step F (49-60m)	Step G (61m +)
Comm Technician Supervisor	4,634	5,134	5,263	5,375	5,546	5,710	5,881
Police Analyst	4,345	4,475	4,600	4,854	5,115	5,267	5,424
Family/Youth Advocate	3,967	4,085	4,199	4,432	4,670	4,808	4,952
Lead Comm Technician					4,499	4,633	4,771
Lead Records Technician					4,307	4,435	4,567
Admin Assistant	3,658	3,768	3,873	4,087	4,307	4,435	4,567
Comm Technician	3,298	3,737	3,845	3,945	4,097	4,219	4,345
Relief Comm Technician	3,298	3,737	3,845	3,945	4,097	4,219	4,345
Corrections Officer	3,480	3,585	3,685	3,889	4,097	4,219	4,345
Corrections Officer - Evidence	3,363	3,464	3,561	3,758	3,960	4,077	4,199
Police Support Associate	3,174	3,269	3,360	3,546	3,736	3,847	3,962
Admin Support Associate	3,077	3,170	3,258	3,439	3,623	3,731	3,842
Parking Enforcement Officer	2,939	3,027	3,111	3,284	3,460	3,563	3,669

9.1.2 2008 Salary Schedule:

2008 Salary Schedule Job Title	Step A (0-6m)	Step B (7-12m)	Step C (13-24m)	Step D (25-36m)	Step E (37-48m)	Step F (49-60m)	Step G (61m +)
Comm Technician Supervisor	4,942	5,475	5,613	5,733	5,914	6,090	6,272
Police Analyst	4,481	4,615	4,744	5,007	5,275	5,432	5,594
Family/Youth Advocate	4,091	4,213	4,331	4,571	4,816	4,959	5,107
Corrections Corporal	3,942	4,060	4,173	4,404	4,641	4,778	4,921
Lead Comm Technician					4,641	4,778	4,921
Police Support Supervisor					4,442	4,574	4,711
Admin Assistant	3,774	3,887	3,995	4,216	4,442	4,574	4,711
Comm Technician	3,401	3,854	3,966	4,069	4,226	4,351	4,481
Relief Comm Technician	3,401	3,854	3,966	4,069	4,226	4,351	4,481
Corrections Officer	3,589	3,697	3,800	4,010	4,226	4,351	4,481
Evidence Technician	3,469	3,573	3,673	3,876	4,084	4,205	4,331
Police Support Associate	3,274	3,372	3,466	3,658	3,854	3,968	4,087
Admin Support Associate	3,174	3,269	3,361	3,547	3,737	3,848	3,963
Parking Enforcement Officer	3,031	3,122	3,209	3,387	3,568	3,674	3,784

9.2 HIRE-IN RATES

Lateral Entry: Typically, upon hire an Employee will start at Step A of the salary range and progress through the steps according to the time in service as noted in the salary schedule. However, for some situations, such as an applicant possessing extraordinary qualifications or for certain positions that are significantly “market driven” the Chief of Police may elect to take a more competitive salary posture. In those instances, the Chief of Police may approve a starting salary up to Step D of the salary range. A hiring offer above Step D shall require justification to the Human Resources Manager and approval by the City Manager.

9.3 SPECIALTY PAY

9.3.1 An accreditation premium of 1% shall be paid on the paycheck of the 23rd of the month. The premium pay shall be pro-rated for any portion of a month worked.

9.3.2 Field Training Officer: State Certified Field Training Officers shall receive 1/2 hours of overtime for each day engaged in active training.

9.4 LONGEVITY
Longevity shall be paid based on the following schedule:

8 to 11 years of service -	1.5%
12 to 15 years of service -	3.0%
16 to 19 years of service -	4.5%,
20 or more years of service –	6.0%

9.5 OUT OF CLASS PAY
Out of Class: In the event an Employee works in a higher classification than that to which they are regularly assigned, the Employee shall be paid at the equivalent pay step of the higher classification for the period worked, provided such work exceeds 2 hours or more during a workday. This Article shall not apply to on-the-job training under the direction of an instructor/trainer or maintenance of proficiency.

9.6 SHIFT DIFFERENTIAL
No language

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY
Employees specifically pre-approved by command personnel to be ready reserve for a specific period of time shall be paid at the overtime rate for actual time worked. Standby shall not be subject to a three-hour minimum.

10.2 CALL-BACK PAY
All employees will respond to call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

Full-time employees who are called back to work after leaving the job site shall receive a minimum of three (3) hours' pay at the overtime rate.

10.3 MILEAGE REIMBURSEMENT
All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.4 CLOTHING AND EQUIPMENT
The Employer shall continue to provide necessary uniforms and equipment. In addition, the Employer agrees to replace or repair equipment or clothing belonging to the Employee which is damaged in the line of duty, including watches up to $75.00 in value. Equipment or clothing shall be construed to mean items owned by the Employee which are required to perform their duties. To be considered for repair or replacement, equipment or clothing damaged in the line of duty must be submitted to the officer in charge of that shift on the day of occurrence. A written report must also be submitted with the damaged items.

10.4.1 Uniform Cleaning: The Employer shall provide for the cleaning of uniforms for Employees.

10.4.2 Corrections Officers and Parking Enforcement Officers will be provided with a choice of standard issue uniform footwear by the Employer from the City's designated vendor. Footwear will be replaced a maximum of once per calendar year.

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Regular Employees shall be granted the following holidays and other such days as the City Council may fix, without a reduction in pay. Other types of employment shall receive the following holidays, consistent with Article 5.2:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Fourth Friday in November
10.	Christmas Day	December 25
11.	One Floating Holiday	At Employee's choice
12.	One Floating Holiday	At Employee's choice

Support Staff Employees working 8 hours shifts shall be granted 96 hours in lieu of the above holidays. Support Staff Employees working 10 and 12 hour shifts amounting to a 40 hour week shall be granted 120 hours in lieu of the above holidays. Holiday hours must be used within 12 months of the holiday hours earned. Employees assigned to work within the communications center and corrections facility shall accrue all hours granted to them on January 1st of each year, subject to the requirement that an employee within one of these work groups shall pay back any unused hours for holidays that have yet to occur in a given year should they separate from employment prior to the end of the calendar year. A conversion will be done of the holiday hours should an employee move from one shift to another.

Holiday Time will be approved by the supervisor, with the approval of the Lieutenant, at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued holiday leave must first procure the approval of their respective supervisor and Lieutenant, and such request shall be approved or denied within 7 days of the request. Leave requests must be written, signed, dated, and submitted to the Employee's supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than 12 months following the

date of submission will not be considered. Minimum staffing in the Communications Center for each shift shall be consistent with Article 6.7.

Non-essential personnel covered by this agreement shall be permitted to go to zero staffing after 12:00 p.m. on Christmas Eve under this article.

Communications Technicians who are scheduled to work on the above holidays as their normal shift shall report to work unless a prior request for time off has been submitted and approved.

All other Support Staff personnel shall observe the above holidays unless authorization to work is obtained from or required by the Employee's Supervisor.

Once scheduled, the City will strive to avoid cancellation of holiday leave except in cases of emergencies.

11.2 HOLIDAY ELIGIBILITY

An employee must be employed for six (6) consecutive months in order to be eligible for their floating holiday. In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or the Division Commander. The Floating Holiday must be taken during the calendar year, or entitlement to the day will be forfeited.

11.3 HOLIDAY OBSERVANCE

Employees will observe the Holiday on the day the City observes the respective Holiday. Provided however, employees eligible to receive banked holiday hours, will observe the holiday on a regularly scheduled work day mutually agreeable to the employee and the employer.

11.4 HOLIDAY ON DAY OFF

When the Holiday falls upon the employee's day off, the Holiday shall be banked and used on a regularly scheduled workday mutually agreeable to the employee and the Employer.

11.5 HOLIDAY COMPENSATION

Employees who are assigned to work on Memorial Day, Thanksgiving, Martin Luther King Day, Veterans Day, or Christmas shall be eligible for compensatory time off or compensation at 1 1/2 times the Employee's hourly rate for the number of hours actually worked on the specified holiday.

Terms and conditions of this Article shall apply to New Years Day, Independence Day and Labor Day beginning in 2008 and Presidents Day in 2009.

> 11.5.1 An Employee, who gives 14 calendar days notice and terminates for any reason other than discharge for cause is entitled to compensation for all unused accrued holidays and shall be compensated for such days on the final paycheck. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused holiday shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Each regular full-time Employee shall accrue vacation leave at the rate of 1/12 of annual vacation per month of service, based on the following schedule:

Years of Employment	Annual Vacation (Working Hours)
1st year of employment	104 hours
2 – 3 – 4 years	104 hours
5 – 6 – 7 years	128 hours
8 – 9 – 10 years	136 hours
11 – 12 – 13 years	144 hours
14 – 15 – 16 years	160 hours
17 – 18 – 19 years	176 hours
20th year and beyond	192 hours

The vacation schedule herein adopted shall be used in determination of vacation leave accrual as to each Employee commencing with his/her anniversary date.

Taking leave without pay in any month shall result in prorated vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Vacation leave may not be taken during the first 6 months of employment.

12.2 VACATION SCHEDULING

Vacation will be approved by the Supervisor with the approval of the Lieutenant at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued vacation leave must first procure the approval of their respective Supervisor and Lieutenant, and such request shall be approved or denied within 7 days of the request. Leave requests must be written, signed, dated, and

submitted to the Employee's Supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than 12 months following the date of submission will not be considered.

An employee who voluntarily moves to a different shift upon a vacancy, will need to resubmit Leave requests for that leave which was previously approved.

Once scheduled, the City will strive to avoid cancellation of vacation, except in cases of emergencies.

12.3 VACATION PAY

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION

Upon separation from Employer employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, consistent with Article 12.1.

An Employee shall provide at least fourteen (14) calendar days written notice of his or her effective resignation date. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused vacation shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Regular Employees' sick leave with pay shall accrue at the rate of 8 hours of leave for each full calendar month of the Employee's service, and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of 960 hours.

Sick leave shall be available to employees after they have worked for a minimum of thirty (30) consecutive calendar days after the most recent date of hire. Consistent with the confidentiality provisions of the Americans with Disabilities Act, and upon good cause, a health care provider's statement may be required.

Upon appointment as a Corrections Officer or Parking Enforcement Officer, an Employee shall be credited with 96 hours of sick leave. If an Employee terminates before the unearned sick leave hours used are repaid, the unearned sick leave time will be deducted from the final paycheck.

For the positions of Corrections Officer and Parking Enforcement Officer, after the completion of the 1 year probationary period, the regular Employee's sick leave with pay shall accrue at the rate of 8 hours of leave for each full calendar month of the Employee's service, and any such leave shall be accumulative for succeeding years to a maximum of 960 hours.

Taking leave without pay in any month shall result in prorated sick leave accruals for that month, calculated upon the ratio of hours worked by the Employee in that month divided by 174 hours.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Department Director because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the employee.

13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this Agreement.

13.2.2 Employees may be required to submit a statement from a professional health care provider certifying their illness or injury. A statement from the health care provider may also be required for certifying the date on which the Employee is able to return to work and his or her ability to perform the required duties. Excessive use, abuse, or inappropriate patterns shall result in the request for a professional health care statement.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the need for absence as soon as possible and not later than two hours before prior to or within one hour of the regular start time each day (unless the inability to provide such notice is reasonably unavoidable).

In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE

Shall be allowed consistent with City Shared Leave Policy.

13.4 COORDINATION – WORKERS' COMPENSATION

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the employee only the difference between the benefits and payments received under such insurance or act by such employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment.

The foregoing payment or contribution by the employer shall be limited to the period of time that such employee has accumulated sick leave credits as herein above specified.

13.5 FAMILY MEMBER

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance.

Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Employer reserves the right to schedule leave requests at a time that will cause minimum interference with the operation and service needs of the Department.

Leave of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day following the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

14.2 JURY DUTY/COURT

An Employee who is required to serve on jury duty shall be authorized leave with pay, for such service, up to 2 weeks. Employees shall notify the Employer in writing, with documentation within 72 hours of being called. Jury duty pay received by the Employee while serving as a juror shall be turned over to the City. Travel from the Court shall be the sole property of the Employee.

14.3 MILITARY LEAVE

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for fifteen (15) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Bereavement Leave: Bereavement leave shall be granted to an Employee in an amount not to exceed 5 days upon the death of a member of the Employee's immediate family. This paid leave is not cumulative from year to year. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from an accrued leave of the Employee's choice.

14.5 MAINTENANCE OF SENIORITY

The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY

Unpaid Leave of Absence shall be governed by existing City policies.

14.7 FAMILY LEAVE FMLA

Family Medical leave will be allowed consistent with State and Federal law and with existing City policies.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 13.5.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities. Public Safety is critical to these essential services and the expectation is that employees will report to duty as scheduled.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Guild shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in order to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the Guild the impact of those decisions.

The Guild shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation. The Benefit Committee representative shall have no authority to negotiate on behalf of the Guild any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - Effective January 1, 2007 the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Regence Medical Plan B or Group Health Plan 2 for each employee of the bargaining unit.

Dental and Vision - Effective January 1, 2007, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one

hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the employee. The employee is responsible for any taxes associated with this benefit.

15.2.1 The City agrees to continue payment of the City portion of the premium for the spouse and eligible dependents medical and dental premiums for a period of twelve (12) calendar months following the death of an active Corrections or Parking Enforcement employee whose death is the direct result of injuries incurred in the line of duty. In the event the surviving spouse remarries within that twelve (12) month period, the City payment of premiums shall cease with payment of the premium for the month in which the marriage occurs. The parties agree this provision shall specifically not apply to presumptive illnesses, which cause the death of the officer.

15.3 FLEXIBLE SPENDING ACOUNT – FSA

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, other than as identified in Article 9.8, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

15.4 RETIREMENT

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statutes in relation thereto in existence during the contract period.

ARTICLE 16 – TRAINING

16.1 TRAINING

Employees may request scheduled training shift adjustments up to 30 days of the actual training date(s). Training adjustment time off must be pre-approved and scheduled without impacting shift minimums and/or incurring overtime expense to the Department.

Upon fourteen (14) calendar days advance notice by the Employer an Employee's shift may be modified for one or more weeks to 5 consecutive 8 hour days or 4 days at 10 hours for training.

Attendance at optional special training classes outside scheduled training hours shall not be compensated for unless specifically pre-approved by command staff.

Probationary employees who are in training may be transferred to their next duty assignment in accordance with Section 6.1.3

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500. Reimbursement of associated costs shall be consistent with City Policy.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE AND COMPOSITION OF COMMITTEES

The Executive Employee Relations Committee shall meet as needed at the request of either party, provided that five (5) working days notice of the meeting is given to discuss and resolve issues of continuing importance to the Guild and/or Employer.

17.2 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Recognizing that danger is an inherent aspect of Public Safety work, Employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety, should report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with state (WAC 296-800) and federal laws.

18.3 DRUG FREE WORKPLACE

The City and the Guild agree to abide by the City of Kirkland Police Department Substance Abuse Policy that is attached as Appendix B.

18.4 WORK PLACE VIOLENCE

The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be

immediately reported whether or not physical injury occurs, except those in the course and performance of Public Safety duties.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A grievance means a claim or dispute by a grieved Employee or group of grieved employees, or the Guild Executive Board with respect to the interpretation or application of the provisions of this agreement.

In the event that a grieved Employee(s) or Guild Executive Board believes that the City is operating in violation of this Agreement, the grievant Employee or Guild Executive Board may notify his immediate supervisor. The parties will attempt to resolve this issue in a good faith manner. If a solution cannot be reached the employee may file an official grievance.

Reference to days in this Article shall refer to calendar days. Any extension of the grievance timeline may be requested based on extenuating circumstances and may be granted with agreement by both parties. The extension agreement shall be documented in writing and signed by both parties.

19.2 GRIEVANCE PROCEDURE

Notification: In the event that an employee believes that the City is operating in violation of this agreement, the employee may notify his immediate supervisor.

19.2.1 Filing Formal Grievance: Within fourteen (14) days after the employee first becomes aware or reasonably should have become aware of the violation, a written grievance shall be submitted to the Lieutenant. This notification must be signed by the employee and must state the issue, section of the agreement violated, facts giving rise to the grievance, and the remedy sought. This notification will be forwarded through the chain of command and will be designated as receipted, based on the date stamp of the authority designated at the appropriate step of the grievance.

19.2.3 Step 1: The Lieutenant shall respond in writing within fourteen (14) days. If the action taken by the Lieutenant corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) do not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 2 within seven (7) days.

19.2.4 Step 2: The Captain shall respond in writing within fourteen (14) days of receipt and date stamp of the grievance. If the action taken by the Captain corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 3 within seven (7) days.

19.2.5 Step 3: Upon receiving a written grievance from an employee or the Guild, the Chief of Police shall attempt to resolve the grievance within fourteen (14) days. If the Chief of Police is unable to resolve the grievance to the satisfaction of the presenting party(s), the grievance, together with all other pertinent materials, shall be presented to the City Manager, and the presenting party shall be notified in writing. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, notice may be given and the grievance shall proceed to Step 4 within seven (7) days.

19.2.6 Step 4: Upon receiving a written grievance, the City Manager or designee shall attempt to resolve it within thirty (30) days. If the grievance is not resolved by the City Manager or designee, the presenting party(s) will be notified in writing. In the event the Guild does not feel the alleged violation has been corrected to their satisfaction the grievance may, within thirty (30) calendar days, be referred to arbitration by the Guild.

19.2.7 Binding Arbitration: If agreement cannot be reached as to the arbitrator within fourteen (14) days of notice of the desire to proceed, the parties shall jointly request the American Arbitration Association to provide a panel of eleven (11) arbitrators from which the parties may select one. The representatives of the Employer and the Guild shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the arbitrator. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of this agreement within thirty (30) days after such hearing. The decision shall not add to, modify, or delete any provision of the agreement; and it shall be final and binding upon both parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. The expenses of the arbitration hearing shall be borne equally by the Employer and the Kirkland Police Officers Guild. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

19.3 GUILD/EMPLOYER GRIEVANCE

Either the Guild or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Guild may initiate a Grievance at Step 2 anytime that it involves a group of employees from different workgroups. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Consistent with Article 4.8, grievance investigations and meetings on duty time shall be subject to prior notice and approval. If authorization cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

It is understood and agreed that the services performed by City Employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the Employees agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this Article shall subject the Employee to discipline action or discharge.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Any and all rights concerned with management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement. The Employer has the authority to adopt rules for the operation of the Department, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, among other actions, to discipline or discharge for cause, to assign duties customarily performed by Support Staff Employees, to determine the required number of personnel, to determine new work methods, to contract for goods and services, to determine the specific programs and services offered by the Employer and the methods, means and facilities by which they shall be effectuated; to determine the nature and qualifications of the work force, to introduce and assign the duties and equipment and to direct and evaluate the employees in the performance of their work assignments; to hire, promote, train, retain and layoff employees; and to perform all of the functions not otherwise expressly limited by this Agreement or other applicable law.

21.2 COMMUNICATION

The Employer has the right to communicate with the Union on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.

21.3 INDEMNIFICATION

Consistent with existing Kirkland Municipal Code provisions the City shall secure and maintain with responsible insurers such false arrest, malicious prosecution and liability insurance as is customarily maintained by public bodies with respect to the operation of police departments, all to the extent that such insurance can be secured and maintained at reasonable costs. The coverage to be so provided shall, to the extent available, be

substantially equal to such coverage provided by the City immediately prior to the effective date of this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law, or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall not be invalid and will remain in full force and effect provided that should either party so request, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

The Agreement shall become effective on January 1, 2007, and remain in full force and effect through December 31, 2009.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) workings days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

23.2 ENTIRE AGREEMENT

This agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments, except in writing and with the agreement of both parties.

SIGNATURES

Dated this _____ day of _____, 2008

CITY OF KIRKLAND;

By _____
David Ramsay, City Manager

KIRKLAND POLICE OFFICER'S GUILD;

By _____
Don Carroll, President

By _____
Amy Crawford, Secretary

APPROVED AS TO FORM:

_____
William Evans, Assistant City Attorney

Date _____

CITY OF KIRKLAND
Administrative Services Department - Human Resources Division
505 Market Street Suite B, Kirkland, WA 98033 425.587.3210
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Bill Kenny, Human Resources Director

Date: February 13, 2008

Subject: Ratification of Public Safety Employees Union (PSEU, formerly SEIU) Agreement 2008 -2010

RECOMMENDATION

Adopt the 2008-2010 Collective Bargaining Agreement between City of Kirkland and Kirkland PSEU Union.

BACKGROUND DICUSSION:

On Feb 12, 2008, the City of Kirkland was advised that the members of the Kirkland PSEU Union, representing the Commissioned Police Lieutenants, voted for ratification of the 2008 – 2010 Collective Bargaining Agreement. This Agreement was the result of a collaborative process between the City and the Union.

Some highlights of the agreement are:

- Three year agreement (January 01, 2008 – December 31, 2010)
- COLA is 100% CPI-W for each year (3.31 % for 2008)
- Command School Premium : 2% for 2008, 2.5% for 2009, 3.0% for 2010
- Addition of Community Service Day starting 2008
- Flexible Spending Account (FSA) $300 employer contribution in 2008. Each subsequent year the same amount with affirmation of a physical exam by health care provider
- Voluntary Employees Beneficiary Association (VEBA): $75.00 employer contribution per month
- Sick Leave Cashout: $10,000 in 2008, $10,500 in 2009, and $10,500 in 2010 (if Police Commissioned amount is higher in 2010 then a "me too" for PSEU)
- Longevity schedule remains the same except for the addition of a new category: 26+ years – 7%
- Vacation carryover: 288 hours
- Medical Benefits program, remain consistent with other bargaining units

It is also noted that in this process, the Union cooperated with the City in reviewing and revising the Agreement's format, outline and language to make it contemporary and similar to our other collective bargaining agreements.

Members of both Negotiations Teams deserve commendation for the expeditious and collaborative approach to this negotiations and the resultant Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Kirkland PSEU Union.

Attachment: 2008 – 2010 Agreement By and Between City of Kirkland and PSEU Union.

2008- 2010 Agreement

By and Between

CITY OF KIRKLAND

and

PUBLIC SAFETY EMPLOYEES UNION #519

KIRKLAND POLICE LIEUTENANTS UNION

2008 - 2010 Agreement
By and Between
City of Kirkland
and
Kirkland Police Lieutenants Union
Public Safety Employees Union #519

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2008 - 2010 Agreement
By and Between
City of Kirkland
And
Kirkland Police Lieutenants Union
Public Safety Employees Union #519

PREAMBLE

This agreement, made by and between the City of Kirkland, hereinafter referred to as the "Employer" and the Kirkland Police Lieutenants Union, PSEU #519 hereinafter referred to as the "Union."

The purpose of the Employer and the Union in entering into this Agreement is to set forth their entire agreement with regard to wages, hours, and working conditions so as to promote uninterrupted public service, efficient operations, and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and the Employees.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" shall include all commissioned employees bearing the rank of Lieutenant within the City of Kirkland Police Department.

"Employee" shall mean regular and temporary, employees in the bargaining unit (as defined in Article 2, 3 and 5) covered by this agreement.

"Employer" shall mean the City of Kirkland, Washington.

"Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of temporary duty with reasonable accommodation, and the Employee's ability to perform the required duties.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining representative for all regular or temporary commissioned employees bearing the rank of Lieutenant for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and conditions of employment.

2.2 NEW CLASSIFICATIONS

The Employer may create new positions or classifications; such may be designated as non-represented and excluded from the Bargaining Unit. The parties agree that the positions designated and approved by the Civil Service Commission to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the Union disagrees with the non-represented designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union.

If new classifications are established by the Employer and appropriately added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an employee is appointed to a position substantially different than the employee's classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union. If the parties cannot agree to the pay range after negotiations and mediation, the matter shall be submitted to binding arbitration. The arbitrator shall establish a fair and equitable pay scale for the new or changed classification.

2.3 CONTRACT PROPOSALS

The Employer recognizes the Union's negotiation team as the exclusive contract negotiator. The Employer agrees to discuss contract proposals with the members of the Union's negotiation team only. The Union recognizes the City as the representative of the people of the City of Kirkland and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

The Union will notify the Human Resources Director and the Chief of Police in writing of their designated representatives.

ARTICLE 3 – UNION SECURITY

3.1 MEMBERSHIP

The Employer recognizes that Police Lieutenants may, become members of the Union. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

All employees shall become members of the Union within thirty (30) days of their date of employment under this agreement or pay a service fee as provided below.

3.2 DUES DEDUCTION

The Employer, when authorized and directed by a member of the Union in writing upon an authorization form provided by the employer to do so, shall deduct Union dues from the wages of an employee.

An authorization for payroll deduction may be canceled upon written notice to the Employer and the Union before the 15th day of the month in which the cancellation is to become effective, subject to the provisions of this article.

Payroll Deduction – Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due him, or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month.

The Union shall indemnify, defend, and hold the Employer harmless against claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Any regular, non-probationary employee who is represented by the bargaining unit and elects to not join the Union within 30 days shall complete an authorization form and have deducted from their pay by the Employer, as a condition of employment, a monthly service fee in the amount of monthly dues to the Union. This service fee shall be segregated by the Union and used on a pro-rata basis solely to defray the cost for its services in negotiating and administering this agreement. A service fee deduction for an employee may be made only if the accrued earnings of the employee are sufficient to cover the service fee after all other authorized payroll deductions for the employee have been made. The Union shall assume the liability for all check-off matters beyond the Employer responsibility to make deductions in accordance with this Article.

An employee who objects to membership in the Union on the basis of religious tenets or teachings of a church or religious body of which such employee is a member shall inform the Employer and the Union of the objection. The employee shall establish with the

representatives of the Union an arrangement for contributing to a non-religious charity an amount of money equivalent to regular Union membership dues.

3.3 BARGAINING UNIT ROSTER
The Employer shall provide the Union with a roster of employees covered by this Agreement on a monthly basis.

The Union agrees to supply both the Chief and Human Resources with a current list of officers. The Employer will recognize the officers as soon as the list is received, in writing, by the Department and Human Resources.

3.4 NONDISCRIMINATION – UNION ACTIVITY
Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in or activity on behalf of the Union.

ARTICLE 4 – UNION/EMPLOYER RELATIONS

4.1 UNION ACCESS
The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

4.2 FACILITY USE
Union meetings may be scheduled and held on City premises with the Chief's or Captain's permission, which shall not be unreasonably withheld.

4.3 STEWARDS
The Executive Board of the Union, or other designee, represents the members as stewards.

4.4 ORIENTATION
During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1 and Union contact information.

4.5 BULLETIN BOARDS
The City shall permit the reasonable and lawful use of bulletin boards by the Union for the posting of notices relating to official Union business.

4.6 CONTRACT DISTRIBUTION
The Union will provide access to a copy of this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer shall endeavor to allow a minimum of two (2) members of the Union's negotiation committee to attend negotiation sessions during on-duty time, giving full consideration to operational needs. Such members shall be designated by the Union at least one (1) week in advance.

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance requiring any substantial use of on-duty time, stewards or officers shall provide notice to the Chief or designee.

4.9 UNION BUSINESS

A Union official who is an employee in the bargaining unit (Union Executive Board and/or a member of the Negotiation committee) may, at the discretion of the Chief or his/her designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:

- They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;
- The Employer is able to properly staff the employees' job duties during the time off;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off (i.e., no overtime expenditures)

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

The probationary period for new Lieutenants will be a total of twelve (12) months from the date of promotion.

5.2 TYPES OF EMPLOYMENT

The employment positions of this bargaining unit are covered by Civil Service regulations. Regular and temporary position appointments are described therein. The establishment and appointment to other types of employment would require agreement by the Employer, Union and Civil Service Commission.

5.3 CONTRACTORS

Not applicable to this unit.

5.4 STUDENTS/INTERNS/VOLUNTEERS

Student, volunteers and Internship programs may be created by the Employer provided such programs do not involve bargaining unit work. In the event the Employer seeks to have volunteers conduct bargaining unit work, it will provide notice to the Union and negotiate any such change.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

Hours of Work and Work Week: Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. Scheduling changes may be made by the Police Chief or Captain(s) when there is an operating need requiring a different schedule than that assigned to the employee. Schedules may also be adjusted by mutual agreement of the Employee and the Employer.

6.2 REST/MEAL BREAKS

For employees on eight (8) and ten (10) hour shifts, a workday shall include at least a thirty (30) minute lunch break.

6.3 COMPENSATORY TIME / MANAGEMENT LEAVE

It is recognized that employees may be required to spend additional time over and above their regular work week engaged in activities for the City. The parties agree that each member of the bargaining unit shall receive management leave each calendar year in the amount of 40 hours, which shall be pro-rated for new and separated members. Unused management leave will be cashed out once a year by the City, at the end of November. There shall be no carry-over of management leave hours from year to year. It is understood that this Agreement shall be interpreted and applied in a manner which will ensure, to the fullest extent possible, the continued exempt status of Lieutenants. The parties shall continue current practice concerning flex-time off for hours above and beyond this agreement.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Union and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and employees. Neither the Employer nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 JOB POSTING

When any position becomes vacant, the Employer will make every reasonable effort to fill it as soon as possible.

7.3 PROMOTIONS

The employment positions of this bargaining unit and respective promotional processes are covered by Civil Service regulations.

7.4 SPECIAL ASSIGNMENTS

Lieutenants shall manage an operational unit consistent with the Kirkland Police Organizational chart and/or giving full consideration to operational needs. Notwithstanding that assignment, other duties may be performed as described in the classification description for this position.

7.5 PERSONNEL FILES

The City Human Resources Division will retain the permanent personnel file. The Police Department shall maintain only one working personnel file for each employee.

Supervisory notes - This does not preclude a supervisor from maintaining notes regarding an employee's performance for purposes of formulating evaluation and performance appraisal or the department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

Information related to medical, psychological, background check information and grievance records shall be maintained in separate files.

Employees shall have access to their personnel file with reasonable frequency. Upon request, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

Upon receiving a request for all or part of a personnel file from any third party, the affected employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except as part of an investigation being conducted by another law enforcement agency, the disclosure of which is necessary for effective law enforcement. Upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release or as otherwise required by law, the employee shall be notified of the request and release will be made as required by law or as above. The City Attorney will advise the department in all matters pertaining to the release of information contained in a personnel file.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file, which, together with the action, will be retained with the action in the personnel file.

Personnel Records Retention:

Records of disciplinary action may be retained in an employee's personnel file for a period of not more than five (5) years. After five years has elapsed, the employee may request in writing the removal of such records which shall be granted unless the employee's personnel record indicates a pattern of similar types of discipline, in which case, all such records may be retained until an additional period of two (2) years has elapsed, during which there has been no further disciplinary action for the same or similar behavior. After two years has elapsed, the employee may request in writing removal of the record of disciplinary action.

Records retained in an employee's department personnel file longer than provided in this section shall not be admissible in any proceedings concerning disciplinary action, provided that the parties retain the right to introduce evidence regarding prior discipline of other employees for the purpose of establishing the consistency of non-consistency of discipline imposed in a case subject to a disciplinary appeal.

7.6 EVALUATIONS

The purpose of evaluation is to help an employee to be successful in performance and to understand the standards and goals of their position and their department. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

Evaluation may occur in two forms:

7.6.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.6.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

7.7 BILL OF RIGHTS

All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide-ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

7.7.1 Employees shall be informed in writing, of the nature of the investigation, the right to request Union representation, and whether they are a witness or a suspect, before any interview of the employee commences. In investigations other than criminal, this will include the name, address, and other information necessary to reasonably apprise them of the allegations of such complaint.

An employee who is identified as a suspect, shall be advised in writing a minimum of forty-eight (48) hours prior to the time of the interview, if the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to criminal charges or misconduct that could be grounds for termination. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form, provided that the employee either has Union representation or waives the right to such representation in writing.

7.7.2 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

7.7.3 The interview, which shall not violate the employee's constitutional rights, shall take place at the Kirkland Police Station facility, except where impractical. The employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or a representative of the Union. Said attorney and/or representative of the Union may be present during the interview but shall not participate in the interview except to counsel the employee, provided that the Union representative or attorney may participate to the extent permitted by law.

7.7.4 The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.

7.7.5 The employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall they be intimidated in any

other manner. No promises or rewards shall be made as an inducement to answer questions.

7.7.6 It shall be unlawful for the City to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

7.7.7 At the employee's request, the interview shall be recorded on tape. One copy shall be provided to the Union representative or employee. There shall be no "off-the record" questions. Within three (3) calendar days of the completion of the investigation, and no later than three (3) calendar days prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the request was initiated by such persons and provided further that such confidential statements may not be relied upon to form the basis of discipline. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.

7.7.8 Use of Deadly Force Situations: When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours. The department and the Union shall mutually agree on designated peer support counselors.

7.7.9 Medical or Psychological Examinations: When there is probable cause to believe that an employee is medically or psychologically unfit to perform his/her duties, the employer may require the employee to undergo a medical or psychological examination in accordance with current standards established by the Washington Association of Sheriff's and Police Chiefs, the International Association of Chiefs of Police, the Americans with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered medical or psychological examinations.

7.8 DISCIPLINE/CORRECTIVE ACTION

No employee shall, by reason of his employment, be deprived of any rights or freedoms, which are afforded to other citizens of the United States by the State and Federal Constitutions and Washington law.

No employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the employee nor in any internal investigation which could lead to a criminal charge against the employee. Any refusal by an employee to give self-incriminating information under these conditions will not result in the employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the City.

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, the employee shall be afforded a Union representative. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral reprimands). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a copy of the investigative file as per Article 7.7.7, and a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Union representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary employee was for just cause.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Seniority shall be established upon appointment to a regular full-time budgeted position within the bargaining unit.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit. Classification seniority shall include all time at a higher ranked classification, for which the employee does not have continuing job rights.

Consistent with Article 14.5, the Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority

shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.

When a position becomes vacant, the Employer will make a reasonable effort to fill it.

8.2.2 Layoffs

Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s). In the event of two employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two employees having the same bargaining unit seniority, Department seniority shall be determinative.

8.2.3 Bumping

An employee shall be allowed to bump less senior employees (by Department seniority) within the department in lower classifications, in accordance with Article 8.13.2, provided that the employee is "competent" and has the ability to adequately perform the essential functions of the job assignment.

8.2.4 Recall

Seniority shall be determinative in the identification of which employee is to be recalled, when there is more than one on the recall list who is qualified and/or have previously performed a position.

8.3 PROBATIONARY PERIOD

The probationary period for new Lieutenants will be a total of twelve (12) months from the date of promotion, per Article 5.1.

8.4 LOSS OF SENIORITY

An employee will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.15.

8.4.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.15.

8.4.6 Failure to respond to an offer of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except if an employee is recalled consistent with Article 8.15 and the time-lines therein, they shall regain the seniority that they had as of their last date of employment.

8.5 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions within the department or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the department.

8.6 NOTICE

The Union shall be notified of all proposed layoffs and of positions to which laid off employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than fourteen (14) calendar days. If the Employer does not provide fourteen (14) calendar days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and fourteen (14) calendar from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped.

8.7 MEETING WITH UNION

The Union shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The employee(s) holding such FTEs, which are subject to layoff, shall be the "affected employee(s)."

The least senior employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then Management shall make the final decision based on performance and job skills.

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees
If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and is ineligible to select among layoff options.

8.9 VACANT POSITIONS
Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit comparable positions prior to outside hiring by the Employer, consistent with Article 8.13.1.

8.10 SENIORITY LIST
The Employer shall update the seniority list and provide it to the Union monthly, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

8.11 ORDER OF LAYOFF
The least senior employee (by classification seniority) within the affected job classification shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary basis.

8.12 COMPARABLE EMPLOYMENT
For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include a position which has the same salary pay range and the educational and experience qualifications.

8.13 LAYOFF OPTIONS
Affected employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position
On a bargaining unit seniority basis, to assume a vacant position of equal or lesser rank, in accordance with Article 7.4.3.

8.13.2 Bump
Consistent with Article 8.2.3, laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within the department in lower classifications.

An employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article.

8.13.3 Recall
If the affected employee elects not to take a vacant position or elects not to bump, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed to require the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.14 REDUCTION HOURS/FTE
An employee will not be subject to an involuntary reduction in their FTE (i.e. less than full-time) absent notice and negotiation of the matter with the Union. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the affected employee shall have either the right to bump or go onto the recall list.

8.15 RECALL
Any reference to recall rights and recall lists pertains to both those employees who are laid off or on medical reinstatement, as below:

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff.

An employee who is placed on the medical reinstatement list shall be entitled to recall rights for a period of twenty-four (24) months from the employee's last date of employment. Recall under this provision requires that the individual has been certified as fit for duty or fit for duty with reasonable accommodation by a medical health care provider statement. The department may, at its own expense, request a second opinion by another health care provider(s) or panel. Should the employee be certified as fit for duty, that employee shall then be considered as laid-off and the provisions of Article 8.17 shall apply. Should that certification occur during the last six (6) months of the twenty-four (24) month period, that employee shall be entitled to recall for a period of six (6) months from the date of that certification.

Employees recalled after the initial fourteen (14) month period shall be subject to the background check process.

If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resources Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall list, the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their department, until all qualified employees holding recall rights to that affected classification have been offered recall.

8.16 VACATION & LEAVE CASH OUTS/PAY

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, holiday leave and compensatory time, to the extent of established maximums. Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer from the recall list. No sick leave shall accrue during the period of time on the recall list / layoff.

8.17 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE

The monthly rate of pay (base wage) is reflected in the following salary schedule chart.

PSEU

Salary Schedule: January 1, 2008 (3.31% COLA, 100% CPI-W)

Police Lieutenant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Monthly	6,796	7,015	7,234	7,454	7,673	7,892	8,111	8,331	8,550	8,769

COLA Adjustments

Effective January 01, 2008, the monthly rates of pay shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index – from June 2006 to June 2007 (no minimum and no maximum). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). This results in an application to the salary schedule of 3.31 % (three and thirty-one hundredths percent).

Effective January 01, 2009, the monthly rates of pay shall be increased by one-hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2007 to June 2008 (no minimum and no maximum). The Index used shall be CPI-W.

Effective January 01, 2010, the monthly rates of pay shall be increased by one-hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2008 to June 2009 (no minimum and no maximum). The Index used shall be CPI-W.

An accreditation premium of 1% shall be applied to the monthly basic wage rate for the duration of the contract.

9.2 HIRE-IN RATES

Due to the unique prerequisite requirements in promotion to the rank of Lieutenant, a successful candidate will start off at Step 9. At the Chief's discretion, they may advance to Step 10 at a point no later than the completion of the probationary period.

9.3 SPECIALTY PAY

Not applicable to this unit.

9.4 LONGEVITY

Employees shall receive, in addition to their monthly base wage, the following longevity incentive pay based upon their years of service for the Kirkland Police Department:

Years of Service	Monthly Premium
5-10 years	1.5%
11-15 years	3%
16-19 years	5%
20-25 years	6%
26+ years	7%

The amount of longevity pay for 2010 shall be consistent with that of the Kirkland Police Guild Commissioned Officers for that year, if improved.

9.5 OUT-OF-CLASS PAY

Assignment to "acting" Chief or "acting" Captain will be made at the sole discretion of the Police Chief. Any work performed out of classification for longer than 30 days will be paid at the higher classification pay rate during the period of assignment, once all prerequisites have been met per the City Administrative Policy 4-33.

9.6 EDUCATION INCENTIVE

Employees with a BA/BS degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium

BA/BS Degree	**2.0%**
Graduate Degree	**3.0%**

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the department time-keeper in order to be eligible for the Incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification and paid in the same manner, but on alternate pay periods, as the Longevity pay described in Article 9.4.

A "Command School" premium of 2.0% shall be applied to the monthly basic wage rate for 2008. This percentage will increase to 2.5% for 2009 and 3.0% for 2010. The premium will be awarded for each employee upon completion of a command level certification program which is approved by the Chief.

9.7 PHYSICAL FITNESS INCENTIVE
Not applicable to this unit.

9.8 SHIFT DIFFERENTIAL
Not applicable to this unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY
Not applicable to this unit.

10.2 CALL-BACK PAY
All employees will respond to call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.

10.3 MILEAGE REIMBURSEMENT
Assigned Vehicles – Each Lieutenant shall be provided a City vehicle for use during the course of business and may be driven home, provided such utilization is consistent with all departmental general orders and standard operational procedures.

All bargaining unit employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.4 CLOTHING AND EQUIPMENT
The Employer shall provide necessary uniforms and equipment. Lieutenants are required to perform both uniform and non-uniform work. Lieutenants shall be provided an annual

allowance for clothing of not less than three hundred dollars ($300) every six months. The clothing allowance shall be reflected as taxable income.

The Employer shall provide for the cleaning of uniforms and non-uniform work wear for Lieutenants. The provisions for the cleaning of street clothing and/or clothing excluding uniforms, shall be taxable to the employee in accordance with IRS rules.

In addition, the Employer agrees to replace or repair equipment or clothing belonging to the employee, which is damaged in the line of duty. Equipment or clothing shall be construed to mean items owned by the employee, which are required to perform their duties. To be considered for repair or replacement, equipment or clothing damaged in the line of duty must be submitted to the Employee's supervisor no later than the end of the Employee's next regular duty day, along with a written report and documentation to support the cost of the damaged item.

No Lieutenant shall be required to work without a firearm unless mutually agreed to the contrary.

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Lieutenants shall receive the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
½ Day Christmas Eve	Last working day before December 2
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
½ Day New Years Eve	Last working day before January 1
One Floating Holiday	At employee's choice
Community Service Day	At employee's choice

11.2 HOLIDAY ELIGIBILITY

An employee must be employed for six (6) consecutive months in order to be eligible for their floating holiday. In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or the Division Commander. The Floating Holiday must be taken during the calendar year, or entitlement to the day will be forfeited.

The above Community Service Day shall be available to employees effective January 1, 2008. Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

11.3 HOLIDAY OBSERVANCE

Employees will observe the Holiday on the day the City observes the respective Holiday.

11.4 HOLIDAY ON DAY OFF

An employee who does not work on a holiday which occurs on a scheduled day off, or is unable to utilize holiday hours due to the necessity of having to work on a holiday, shall receive the holiday leave time in their leave bank. Such holiday hours / leave banks may be carried over to the following calendar year, not to exceed 120 hours.

11.5 HOLIDAY COMPENSATION

Lieutenants who are assigned by a superior ranking officer to work on a holiday shall be eligible for compensatory time-off at one and one-half (1 ½) times the employee's hourly rate for the number of hours actually worked on the specified holiday. The Holiday leave will be replaced in the Employee's bank.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Each regular full-time employee shall accrue vacation leave at the rate of 1/12 of annual vacation per month of service, based on the following schedule:

Years of Employment	Annual Vacation (Working Hours)
1st year of employment	104 hours
2 – 3 – 4 years	104 hours
5 – 6 – 7 years	128 hours
8 – 9 – 10 years	136 hours
11 – 12 – 13 years	144 hours
14 – 15 – 16 years	160 hours
17 – 18 – 19 years	176 hours
20th year and beyond	192 hours

Vacation leave cannot be accrued during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the foregoing schedule.

Vacation leave shall not be accumulated in excess of two hundred eighty-eight (288) hours within a calendar year without the express prior written authorization of the City Manager or his/her or her designee. No more than two hundred eighty-eight (288) hours

may be carried over from one calendar year to the next except as provided in Section 11.4.

Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

> Employees are encouraged to utilize Vacation for appropriate time off and manage vacation requests throughout the year. Any vacation leave accrued in excess of the maximums shall be forfeited and shall not form the basis for any additional compensation. Upon termination of employment for any reason, no payment for vacation accumulation shall exceed two hundred forty (240) hours.
>
> Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ration of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

Vacations will be scheduled with review and approval by the Chief or Captain at a time that will cause minimum interference with the operations of the City and Department.

12.2 VACATION UPON TERMINATION

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave up to established maximums.

In no case will an employee be paid for accrued vacation upon separation if he/she has been employed by the City for less than twelve (12) consecutive months.

ARTICLE 13 – SICK LEAVE

13.1 SICK LEAVE ACCRUAL

After completion of the one-year probationary period, new employee's sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service, and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of 960 hours.

13.2 SICK LEAVE USAGE

Sick leave shall be available to employees after they have worked for a minimum of thirty (30) consecutive calendar days after the most recent date of hire.

Consistent with the confidentiality provisions of the Americans with Disabilities Act, and upon good cause, a doctor's report may be required for such leaves of three shifts or more and may be required for shorter periods.

Conversion of Accrued Sick Leave cash out to Retiree Medical Account: Upon normal or disability retirement from the City, the employer shall make contributions into an Employee Benefit Trust, to be established, in an amount equal to fifty percent (50%) of the cash value of employee's accrued sick leave balance at the time of retirement (accrued sick leave hours x regular rate of pay x 50%) and shall not exceed Ten Thousand Dollars ($10,000) in 2008 and Ten Thousand and Five Hundred Dollars ($10,500) in 2009. The amount for 2010 shall be consistent with that of the Kirkland Police Guild Commissioned Officers for that year. The trust fund will be established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree insurance premiums or health service expenses. The City will also contribute $75.00 per month to each individual member's Retiree Medical Account.

For the purpose of this Article, retirement shall be defined as either normal service retirement or voluntary termination in good standing after twenty (20) years of continuous service with the Kirkland Police Department.

13.3 SHARED LEAVE

The Employer may permit an employee to receive vacation consistent with the current Shared Leave policy.

13.4 COORDINATION – WORKERS' COMPENSATION

Workers' Compensation Supplement (LEOFF II). The City will provide a disability leave supplement for LEOFF II employees injured in the line of duty when such injury is directly related to the inherent dangers associated with employment in law enforcement. The supplement shall go into effect when an employee becomes eligible for State workers' compensation benefits and shall equal the difference between the State workers' compensation monthly payment and the employee's base monthly salary. This pay supplement shall continue as long as the employee is off work and receiving workers' compensation benefits.

In no event, shall the combination of Workers' Compensation, long term disability benefit, and this Workers' Compensation supplement exceed one hundred percent (100%) of the employee's regular salary.

While the Workers' Comp Supplement is governed by rules established and administered by DRS, employees are advised of the following current DRS practices, which are subject to change by DRS:

During the first 48 hours of disability leave, the wages are reported as L & I (60%) and Sick Leave (40%). The remainder of the disability time is reported as L & I (60%), Sick Leave (20%) and Supplementary Disability (20%) as per RCW 41.04.510.

Time-loss payment from L & I are not subject to federal income or Social Security taxes. The Department of Retirement Systems considers 80% (L & I payment and supplemental disability) of your time not reportable hours for service credits. Employees have the

option to request the reestablishment of these service credits by submitting a written request to DRS.

13.5 FAMILY MEMBER

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance.

Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Leave of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

Leave of Absence shall be governed by existing City policies.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day of the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

14.2 JURY DUTY/COURT

An employee who is required to serve on Jury duty shall be authorized leave with pay. Any amount received from the court for such service shall be re-paid to the employer.

14.3 MILITARY LEAVE

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for fifteen (15) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Employees shall be entitled to five (5) days Bereavement Leave without loss of compensation upon the death of a member of the Employee's immediate family. For the purposes of this contract, immediate family shall be defined as stipulated in Article 13.5. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the employer. Such additional time shall be deducted from an accrued leave of the employee's choice.

14.5 MAINTENANCE OF SENIORITY

The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY

Unpaid Leave of Absence shall be governed by existing City policies.

14.7 FAMILY LEAVE FMLA

Family Medical leave will be allowed consistent with State and Federal law and with existing City policies.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 13.5.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement,

however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities. Law enforcement is critical to these essential services and the expectation is that employees will report to duty as scheduled.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make every possible effort to maintain substantially equivalent benefits. The Employer and the Union shall meet to explore alternative insurance coverage prior to selecting any new medical and/or dental insurance plan in order to maintain substantially equivalent benefits at a reasonable cost. The Employer recognizes its responsibility to bargain with the Union the impact of those decisions.

The Union shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

Participation in benefits shall be consistent with Article 5.2 of this Agreement and the trusts and Plans described below.

15.2 HEALTH AND LIFE INSURANCE

The City will provide AWC Regence Blue Shield--Washington Physician Service Plan B, Group Health Cooperative Co-pay II, Washington Dental Service Plan F, and service

plans, if such are available except as provided for in Section 15.1, through the life of this contract.

The Employer will provide vision coverage under the City policy for Employees and their eligible dependents.

As part of the total wage package, the Employer will pay 100% of the medical premium for the employees and 100% of the dental premium for the employees and their eligible dependents and 100% of the monthly medical premium for their dependents based on the WPS (or replacement) medical rates in effect during the term of this agreement.

The Union agrees that the City has the right to reopen Article 15 during the effective dates of this Agreement for the purposes of bargaining any changes to the medical plan which apply to all other City employees or which are mandated by law. The Union understands the City desire to keep the benefits uniform for all City employees.

The Employer shall provide term life insurance for Employees with a policy value of 200 percent of their annual base salary earnings, rounded to the nearest thousand dollars of base salary earnings, and shall pay 100 percent of the total premium.

In the event an Employee is killed in the course of his/her official duty, the City agrees to continue to provide existing medical and dental coverage to the surviving dependents for a period of one year or until re-marriage of the surviving spouse occurs, whichever occurs first.

15.3 FLEXIBLE SPENDING ACOUNT – FSA

The Employer participates in a special program under the provisions of IRS Section 125. Effective upon signing of this agreement, all PSEU employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, except as provided for in Section 16.2, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

For the 2008 plan year, the employer shall make a contribution in the amount of three hundred dollars ($300) for health care expenses for any qualifying employee electing to participate. For purpose of encouraging employee health and early identification of health issues and opportunities, upon presentation of an affirmation by the employee of an annual physical by a health care provider to the department time-keeper by November 1st of the year, the employee's FSA account shall be funded for the following year (establishing 2009 and 2010 eligibility) in the amount of three hundred dollars ($300).

Additional contributions to the flexible spending account can be made by the employee as a payroll deduction subject to the rules and limitations contained within the Internal Revenue Code.

15.4 RETIREMENT
Pensions for employees and contributions to pension funds will be governed by the Washington State Statutes in relation thereto in existence at the time.

ARTICLE 16 – TRAINING

16.1 TRAINING
Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500. Reimbursement of associated costs shall be consistent with City Policy.

ARTICLE 17 – LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE AND COMPOSITION OF COMMITTEES
The Executive Employee Relations Committee shall meet as needed at the request of either party, provided that five (5) working days notice of the meeting is given to discuss and resolve issues of continuing importance to the Union and/or Employer.

17.2 COMPENSATION
All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE
The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Recognizing that danger is an inherent aspect of law enforcement work, Employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety, should report the concern. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with state (WAC 296-800) and federal laws.

18.3 DRUG FREE WORKPLACE
The City and the Union agree to abide by the City of Kirkland Police Department Substance Abuse Policy that is attached as Appendix B.

18.4 WORKPLACE VIOLENCE
The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs, except those in the course and performance of law enforcement duties.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED
A grievance means a claim or dispute by a grieved employee, group of grieved employees, or the Union Executive Board with respect to the interpretation or application of the provisions of this agreement.

19.1.1 Reference to days in this Article shall refer to calendar days.

A grievance means a claim or dispute by an employee, the Union, or the Employer with respect to the interpretation or application of the provisions of this agreement.

19.2 GRIEVANCE PROCEDURE
In the event that an employee believes that the City is operating in violation of this agreement, the employee shall notify his/her immediate supervisor in writing within fourteen (14) business days after the employee first becomes aware or reasonably should have become aware of the violation. This notification must be signed by the employee and must state the issue, section of the agreement violated, facts giving rise to the grievance and remedy sought. This notification will be forwarded through the chain of command to the level of authority capable of addressing and correcting the violation. An Employer grievance may be initiated at this step and follows the same timelines.

It is agreed that filing with a court of law or taking a matter to a hearing before the Civil Service Commission constitutes an election of remedies and a waiver of any duty arising under this agreement to enter into binding arbitration. Similarly, upon the subsequent filing of an action as described above, a grievance, previously filed, shall be deemed withdrawn.

Step 1: The City shall respond in writing within fourteen (14) business days advising the employee what action, if any, will be taken to correct the alleged violation. If the action taken by the City corrects the alleged violation to the

satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the employee does not feel the alleged violation has been corrected to their satisfaction, the employee shall proceed to the next step within seven (7) business days.

Step 2: Upon receiving a written grievance from an employee or the Union, the Chief of Police shall attempt to resolve the grievance within fourteen (14) days. If the Chief of Police is unable to resolve the grievance to the satisfaction of the presenting party(s), the presenting party shall be notified in writing. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, notice may be given and the grievance shall proceed to Step 3 within seven (7) days.

Step 3: Upon receiving a written grievance, the City Manager or designee shall attempt to resolve it within thirty (30) days. If the grievance is not resolved by the City Manager or designee, the presenting party(s) will be notified in writing. In the event the Union, does not feel the alleged violation has been corrected to their satisfaction, the grievance may, within thirty (30) calendar days, be referred to arbitration.

Binding Arbitration: If agreement cannot be reached as to the arbitrator within fourteen (14) days of notice of the desire to proceed, the parties shall jointly request the American Arbitration Association to provide a panel of eleven (11) arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be the arbitrator. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of this agreement within thirty (30) days after such hearing. The decision shall not add to, modify, or delete any provision of the agreement; and it shall be final and binding upon both parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. The expenses of the arbitration hearing shall be borne equally by the Employer and the Union. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

19.3 UNION/EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with

this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Consistent with Article 4.8, grievance investigations and meetings on duty time shall be subject to prior notice and approval. If authorization cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time.

ARTICLE 20 – NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the employees agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this Article shall subject the employee to disciplinary action or discharge.

The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the City, to direct, control and schedule its operations and workforce and to make any decisions affecting the City. Such prerogatives shall include, but not be limited to, the sole and exclusive rights and responsibilities to: recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work); install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish work performance levels and standards of performance for the employees; and in all respects carry

out, in addition, the ordinary and customary functions of management, except as specifically expressed in the terms of this Agreement.

21.2 INSURANCE

Consistent with existing Kirkland Municipal Code provisions, the City shall secure and maintain with responsible insurers such false arrest, malicious prosecution and liability insurance as is customarily maintained by public bodies with respect to the operation of police departments, all to the extent that such insurance can be secured and maintained at reasonable costs. The coverage to be so provided shall, to the extent available, be substantially equal to such coverage provided by the City immediately prior to the effective date of this agreement.

Such insurance shall include coverage for punitive damage awards made against an officer resulting from conduct found to be within his or her scope of duty or, the City may self-insure. Should a damage award result from conduct found to be outside the officer's scope of duty, including but not limited to punitive damages, the City and its insurer will not be responsible for payment of that award. Each allegation or cause of action for conduct complained of will be analyzed separately in determining whether the conduct was within or outside the officer's scope of duty for the purposes of this Article. A determination by the City Manager that conduct was outside of the officer's scope of duties is final but may be reviewed only by an action in King County Superior Court.

ARTICLE 22 – GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

Nothing in this agreement is intended to, nor shall be deemed to be in conflict with RCW 41.12 (Civil Service for City Police), and the Kirkland Civil Service Commission Rules and Regulations. Nothing herein shall be construed to be a waiver of the Union's right to engage in collective bargaining or to affect the enforceability of any provisions of this contract. In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with State law to negotiate over mandatory subjects of bargaining.

If any provision of this agreement shall be held invalid by operation of law, or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall not be invalid and will remain in full force and effect. Provided that should either party so request, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

Except as otherwise stated herein, this agreement shall become effective on signature by both parties but not earlier than January 1, 2008, and will carry through December 31, 2010. In the event negotiations for a new agreement have not been completed by the termination date of this agreement, the provisions contained in this agreement shall remain in effect until the conclusion of the negotiations for a new agreement.

23.2 ENTIRE AGREEMENT

This agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments, except in writing and with the agreement of both parties.

SIGNATURES

Dated this _____ day of _____, 2008

CITY OF KIRKLAND;

By _____
David Ramsay, City Manager

Date _____

PSEU Local 519;

By _____
PSEU Representative

Date_____

APPROVED AS TO FORM:

_____
William Evans, Assistant City Attorney

Date _____

Appendix "A"
to the
AGREEMENT
by and between

City of Kirkland
and
PUBLIC SAFETY
EMPLOYEES UNION
Local 519
KIRKLAND POLICE
LIEUTENANTS UNION

SUBSTANCE ABUSE POLICY

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POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT

These policies and procedures have been agreed to by the parties and shall become a part of the current labor agreement between the City of Kirkland and PSEU Local # 519. All applicable articles of the contract shall apply to these policies and procedures.

A. PURPOSE

The City of Kirkland recognizes that employees are our most valued resource. The goal of this policy is to ensure a substance abuse free workplace providing prevention, training and rehabilitation for employees. In order to protect the health, welfare, and safety of its employees, and the citizens whom they serve, the following policy regarding substance abuse in the work place is adopted.

B. POLICY

1. It is the policy of the City of Kirkland to provide an alcohol and drug-free workplace for its employees.

2. The City's philosophy on substance abuse is to emphasize prevention, training, rehabilitation, and recovery from substance abuse. Counseling and support will be made available through an Employee Assistance Program, and the employees' right to privacy will be respected at all times.

3. It is the responsibility of the City and the Union to preserve and protect public trust, public safety, and fitness for duty.

4. It is the responsibility of all employees to report for duty and be able to perform their jobs safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

5. The possession, manufacture, use, distribution, or sale of alcohol, unlawful drugs or drug paraphernalia on City premises or while on duty is prohibited.

C. APPLICABILITY

This policy applies to all bargaining unit employees through the rank of Sergeant.

D. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

2. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal, State, or City drug laws.

3. Counseling means participation in a substance abuse treatment or rehabilitation program provided through the City of Kirkland's Employee Assistance Program (EAP).

4. Criminal drug statute means a criminal law involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

5. Medical Review Officer (MRO) is a licensed physician selected by joint agreement between the parties to receive positive drug test results from the laboratory, analyze and interpret the results, and report to the employer those results as outlined in Section I of this policy.

6. Prohibited Substances are those substances, whose dissemination is regulated by law, including, but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. For the purpose of this policy, substances that require a prescription or other written approval from a licensed health care provider or dentist for their use shall also be included when used other than as prescribed. The drugs and/or their metabolites that are included in these categories are as follows:

   a) marijuana
   b) cocaine
   c) opium or opiates
   d) phencyclidine (PCP)
   e) amphetamines
   f) or methamphetamines

7. Reasonable suspicion means facts and circumstances sufficiently strong to lead a reasonable person to suspect that the employee is under the influence of drugs and/or alcohol which is corroborated by a second individual other than the designated Union representative.

8. Representation mean Employee's right to Union or legal representation at testing sites and at any subsequent disciplinary action related to implementation of substance abuse procedures.

9. Substance abuse means the use of a substance, including medically authorized drugs other than as prescribed for the user, which impairs job performance or poses a hazard to the safety and welfare of the employee, the public or other employees.

10. Substance Abuse Professional (SAP) is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.

11. Unreasonable delay means a delay of the testing procedure for a period of time, as defined by the collection site or laboratory personnel, which would render the test useless or inaccurate.

E. EDUCATION

Pursuant to the provisions of the Drug-Free Workplace Act of 1988, the City will establish an education and training program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's program will inform employees about:

a) The dangers of drug and alcohol abuse in the workplace;
b) The City's policy of maintaining a drug- and alcohol-free workplace;
c) The availability of drug and alcohol treatment, counseling and rehabilitation programs; and
d) The penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of its program, the City shall provide educational materials that explain the City's philosophy regarding drug and alcohol use, requirements of applicable regulations, and the City's Substance Abuse policy and procedures. Employees shall be provided with information concerning:

a) The effects of alcohol and drug use on an individual's health, work and personal life;
b) Signs and symptoms of an alcohol or drug problem; and
c) Available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

In addition to the training above, the City shall provide training to supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The supervisory training

shall include training on alcohol abuse and drug use. This training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol abuse and drug use. Supervisors who have not received the initial training described above will not be asked to determine whether reasonable suspicion exists to initiate drug/alcohol testing. However, these supervisors may request another supervisor who has undergone this training to make the determination

F. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The City shall not require an employee to undergo a drug and/or alcohol test unless there is reasonable suspicion to indicate the employee is under the influence of a substance which causes the employee to pose a hazard to the safety of the employee, the public, or other employees. However, an employee may be required to undergo a re-examination drug and/or alcohol test as provided in Section J.2. of this policy.

2. It is the employee's responsibility to report for duty, able to perform his/her job safely and effectively, unimpaired by drugs, alcohol, or any other intoxicating substance.

3. Employees are responsible for:
   a) Obtaining from their health care provider adequate information about the effects of prescription medication on job performance; and
   b) Promptly notifying his/her supervisor of same; OR
   c) Promptly notifying his/her supervisor of the effects on job performance of over-the-counter medication being taken.

4. Employees are prohibited from possessing, manufacturing, using, distributing, or selling alcohol, controlled substances or drug paraphernalia on City premises or while on duty. For purposes of this policy, "on duty" time includes meal and break periods during the work day.

5. Employees are encouraged to request assistance with drug use and/or alcohol abuse problem(s), with the understanding that a voluntary request for assistance will not be used as the basis for disciplinary action. However, a request for assistance shall not be used to exempt employees from job performance requirements.

6. In accordance with the Drug-Free Workplace Act of 1988, an employee who is convicted of a violation of a criminal drug statute shall notify the City's Human Resources Director no later than 5 days after such conviction. For purposes of this policy, a criminal drug statute means a criminal law involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

7. Employees have the right to challenge the results of any tests and any discipline imposed in accordance with the Grievance procedure of their labor contract. Employees who dispute the results of a drug test may have their split sample tested at their cost at another DHHS-certified laboratory. This request must be made within 72 hours of notification of a positive drug test result by the MRO.

8. Employees having knowledge of another employee's condition/behavior that poses a potential threat to the safety of employees and/or the public are to notify their immediate supervisor.

9. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative. If suspected of being impaired, the employee will be advised against driving him/herself home or otherwise operating a motor vehicle.

10. Employees may have a Union representative present at the collection facility. However, the lack of Union representation shall not cause unreasonable delays in the collection process.

11. Employees shall fully cooperate in the collection process.

G. DETECTION

1. Reasonable Suspicion. Once the steps outlined in the attached "Supervisor's Guidelines" are followed, an employee may be required to undergo a drug and/or alcohol test when reasonable suspicion exists to indicate that the employee is under the influence of a prohibited substance.

2. The decision to conduct a drug and/or alcohol test shall be made by the reporting supervisor and the highest-ranking supervisor on duty. For purposes of this policy, acting officers are considered supervisors. The higher of the two supervisors will make timely notification of the situation to the department head or the department head's management level designee, and the Human Resources Director his/her designee. Refusal to submit to a drug and/or alcohol test authorized by this policy shall be grounds for discipline, up to and including discharge.

3. Searches

   a) The Department has the right to search, without employee consent, City-owned property to which the employee has no reasonable expectation of privacy. These areas may include office space, desks, file cabinets and the like, that several different individuals may use or access. A reasonable expectation of privacy shall exist in personal containers marked and locked inside an Officer's desk drawer.

b) If the employee's consent to search is first obtained, the Department shall have the right to search (1) City-owned property to which the employee has a reasonable expectation of privacy, and (2) private property belonging to the employee, such as a personal equipment bag, brief case, or private vehicle. If such consent is given, the employee shall have the right to Union representation during the search. City-owned areas where the employee has a reasonable expectation of privacy are the employee's personal lockers.

c) If the Department requests the employee's consent to search, the Department shall first inform the employee that:

(1) The Department has reasonable suspicion to suspect that evidence exists within the area or item to be searched which could be used in disciplinary and/or legal proceedings against the employee; and

(2) The employee has the right to Union representation during the search if consent is given; and

(3) Refusal to give consent to search will not be considered by the Department to be an admission of guilt or cause for disciplinary or retaliatory action.

d) An employee's refusal to give consent to search shall not preclude the Department from contacting the police authority having jurisdiction to conduct a search according to and in the manner authorized by law.

4. Possession, manufacture, distribution or sale of alcohol, drugs, or drug paraphernalia on City property or during work time is expressly prohibited and may provide a basis for discipline under department rules and regulations, but shall not in and of itself constitute cause for drug and/or alcohol testing under this policy. For purposes of this policy, work time includes meal and break periods or any other time when the employee is on paid status. Alcoholic beverages that are properly stored, unopened, in the trunk of an employee's vehicle will not be considered a violation of this policy. Any illegal drugs and/or drug paraphernalia coming into the City's possession will be turned over to the police authority having jurisdiction.

H. TESTING PROCEDURES

1. Drug and alcohol testing shall be conducted in a manner designed to protect employees, protect the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee. The City and Union agree that if the security of the

urine or blood sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

2. Employees who are required to undergo a drug and/or alcohol test will be provided transportation to the collection facility and shall also be offered transportation home by a Department representative.

3. Employees may have a Union representative present at the collection facility. However, the lack of Union representation shall not unreasonably delay the collection process.

4. Employees required to undergo a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents. These forms may include a Consent/Release form and an Interview form.

5. Urine samples for drug testing shall be collected at a collection site designated by the City and Union using the split sample collection method. The split sample is made available if re-testing becomes necessary. Any specimen that tests positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.

6. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employee will be required to submit a second sample (or the original sample). This collection shall be under the direct observation of a same gender collection site staff person. The employee will be required to provide the additional or original sample during an observed collection prior to leaving the collection site.

7. An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness.

8. Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS). Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the gas chromatography/mass spectrometry (GC/MS) drug testing method. The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests, as provided within NIDA standards, unless this section is modified by amended agreements provided for in Section L.3.:

a) Initial Tests

(1) Alcohol	.02 g/210 ml expired air
(2) Marijuana metabolites	50 ng/ml
(3) Cocaine metabolites	300 ng/ml
(4) Opiate metabolites (1)	300 ng/ml
(5) Phencyclidine	25 ng/ml
(6) Amphetamines	1000 ng/ml

(7) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

b) Confirmatory Test

(1) Alcohol	.02 g/210 ml expired air
(2) Marijuana metabolites	15 ng/ml
(3) Cocaine metabolites	150 ng/ml
(4) Opiates	
(a) Morphine	300 ng/ml
(b) Codeine	300 ng/ml
(c) Phencyclidine	25 ng/ml
(d) Amphetamine	500 ng/ml
(e) Methamphetamine	500 ng/ml

9. Alcohol shall be tested by means of Breathalyzer machine currently in use (B.A.C.) or future equipment which may supersede the B.A.C. machine (but excludes the P.B.T. device). Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the City and the Union. The testing shall follow the protocols established for criminal investigations, including the requirement of two breath samples within the proper variance. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the results of the initial test at the election of the employee. The confirmatory test shall also use a 0.02 blood alcohol concentration level to measure a positive test. If the Employee refuses to take the second confirmatory test, the first test will be used to determine alcohol concentration.

10. Upon written request by the employee, the City shall make one legible copy of the results of his/her drug and/or alcohol tests available to the employee.

11. All information collected in the process of conducting a drug and/or alcohol test shall be treated as confidential information. These files shall be separate from the personnel file and sealed and maintained in a secure medical file.

12. Employees who refuse or fail to fully cooperate in the collection process may be subject to discipline up to and including discharge. Examples of a failure to fully cooperate include such actions as, refusing to sign the necessary consent/release forms; delaying and/or obstructing the

collection process; failing to provide the specimen for testing; and attempting to substitute or adulterate a specimen. The foregoing list is not intended to be an all-inclusive list. City management shall, in all circumstances, have the final right to determine the appropriate level of discipline depending on the specific circumstances, the employee's performance record, and any other pertinent facts.

I. REPORTING OF RESULTS

1. The City shall have a designated Medical Review Officer (MRO) who must be a licensed physician with knowledge of substance abuse disorders and familiar with the characteristics of the laboratory tests (sensitivity, specificity, and predictive value). The role of the MRO will be to review and interpret the positive drug test results.

2. Alcohol Test Results. Laboratory or collection site personnel will report the test results to the City's Human Resources Manager, or his/her designee. The Human Resources Director will promptly advise the appropriate Department Head of these test results. If the confirmation test meets or exceeds 0.02 g/210 ml expired air, the laboratory or collection site personnel shall report to the Human Resources that the employee tested positive for alcohol. If the test result is below 0.02 g/210 ml expired air, the laboratory or collection site personnel will report to the Human Resources Director that the employee tested negative for alcohol.

3. Drug Test Results. Laboratory personnel will advise the Human Resources Director, or his/her designee directly of all negative drug test results. The Human Resources Director will promptly advise the appropriate Department Head of these test results.

   The laboratory will advise only the MRO of any positive drug test results. The MRO must examine alternate medical explanations for any positive test results. This process shall include an interview with the affected employee and a review of the incident file, employee's medical history and any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Employees involved in this step of the examination shall make themselves and any relevant records they wish to present available to the MRO within 48 hours after request.

   After reviewing the incident file and interviewing the employee, the MRO shall report to the City's Human Resources Director or his/her designee the name of the employee, and whether a positive test of a prohibited substance has been verified. The Human Resources Director shall promptly notify the appropriate Department Head of the test result.

4. Rehabilitation Program. If the tested employee is referred on to rehabilitation or treatment, the MRO is authorized to communicate specific results to the Substance Abuse Professional (SAP) or counselor overseeing the employee's treatment program.

5. Grievance. The laboratory and/or the MRO will be authorized to release specific test results to the City and the Union in cases of a grievance and/or a legal challenge.

J. REHABILITATION AND RETURN TO DUTY

1. The City recognizes that substance abuse can be successfully treated, enabling an employee to return to satisfactory job performance. Employees who are concerned about their own drug use and/or alcohol abuse are encouraged to voluntarily seek assistance through the City's EAP. All such voluntary requests for assistance will remain confidential.

2. Any employee who tests positive for a prohibited substance or is otherwise required to submit to a drug and/or alcohol test by this policy shall be medically evaluated, counseled, and treated for rehabilitation as recommended by the SAP. If the employee is required to participate in such a program, his/her reinstatement or continued employment shall be contingent upon:

   a) Successful completion of the program and remaining drug- and/or alcohol-free for its duration; and
   b) Passing a return to duty drug and/or alcohol test as recommended by the SAP; and
   c) Obtaining a final release for duty by the SAP (the final release for duty may be preceded by a temporary release for duty).

3. Employees who successfully complete a rehabilitation program and are released for duty, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 24 months. The SAP will determine the dates for these drug and/or alcohol tests. These test dates will be communicated to the Human Resources Director who will inform the employee of those dates. The appointment for the collection will be made in advance and maintained in a confidential manner by the Human Resources Director until the day of the collection. The Human Resources Director shall provide the supervisor with adequate notice of the test dates. The employee will not be notified until just prior to the testing. The employee may request a Union representative to accompany him/her to the collection site, provided the sample is collected within two (2) hours following notification.

4. Upon notification of selection for the follow up tests, the employee must proceed directly to the collection site for testing. At this time, the employee will receive an Employee Notification of Scheduled Drug/Alcohol Test letter from the designated contact. The employee will be required to sign this letter and a Consent/Release form. The employee must present photo identification to collection site personnel. The Human Resources Director or his/her designee will retain a copy of all the forms.

5. Refusing to submit to a return to duty or a follow up test will be considered grounds for discharge. If the selected employee fails to report to the collection site within 2 hours of notification of testing, this will also be considered grounds for disciplinary action up to and including discharge.

6. If an employee voluntarily enters a drug/alcohol rehabilitation program, it shall not be considered an offense under this policy. Such employees are, however, still subject to this policy and may be required to undergo a drug and/or alcohol test if reasonable suspicion exists.

7. All appointments with the SAP may be scheduled as vacation, or leave without pay with prior approval of the supervisor, Department Head, or management designee. The SAP will contact the Department Head or his/her designee to make a recommendation as to the need for further treatment. Once vacation leave is exhausted, the employee will be placed on leave without pay. The Department Head or his/her management level designee shall maintain confidentiality regarding the reason for the leave.

8. The employee will be responsible for all costs, not covered by insurance, which arise from such treatment.

9. Once an employee has tested positive for substance abuse and the MRO has notified the City, the employee will be placed on leave status (vacation, holiday leave bank, compensatory time or leave without pay). The employee will remain on leave until s/he has a release for duty from the SAP <u>and</u> has passed a return to duty drug and/or alcohol test as recommended by the SAP. The release for duty may be a temporary or final release as described below depending on the circumstances.

10. <u>Temporary Release for Duty</u>. The SAP shall sign a temporary release for duty indicating that the employee can satisfactorily return to regular work assignment and continue treatment on an outpatient basis. The temporary release for duty shall indicate the length of time such release is valid not to exceed 4 months. The employee must present a final release for duty on or before the expiration date of the temporary release. A temporary release shall include follow up testing. The employee must present both the temporary and final release for duty to his/her supervisor.

11. Final Release for Duty. A final release for duty shall be signed by the SAP indicating that the employee has:
    a) Satisfactorily completed treatment and follow up testing; or
    b) Does not require treatment at this time, and the employee may return to regular work assignment without restrictions. Failure to provide a final release for duty to the supervisor may result in disciplinary action up to and including discharge.

12. Once an employee provides the supervisor with the final release for duty the employee shall be returned to his/her regular duty assignment. After three years of no further violation of this policy, the employee's personnel file shall be purged of any reference to the incident, including any disciplinary actions taken, provided, however, records may be retained beyond 3 years when retention is required by applicable law. Should applicable law require retention of records past 3 years, and if allowed by such law, such records shall be sealed and may not be opened without consent of the employee.

13. If an employee tests positive during the 24-month period following rehabilitation on a reasonable suspicion drug or alcohol test, the employee will be subject to discipline, up to and including discharge.

14. If an employee tests positive during the 24-month period following rehabilitation on a random drug or alcohol test, the employee will be placed on leave without pay during the period the SAP makes a decision on the need for further treatment. The employee will remain on leave without pay during any treatment period and until they have provided the employer with a return to duty form signed by the SAP. If such an employee completes the return to duty process and again tests positive on either a reasonable suspicion or random drug or alcohol test, they shall be subject to discharge.

K. RANGE OF CONSEQUENCES

1. Employees who violate this policy will be subject to a range of disciplinary consequences depending upon the severity of the infraction and/or the employee's past performance record. In all cases, the City reserves the right to determine the appropriate disciplinary measures, which may be more or less severe than those included in this guideline. The following list of actions and the related consequences is intended as a guideline only, and further, is not intended to be an all-inclusive list of possible disciplinary consequences.

2. If an employee has an alcohol concentration of 0.02 or greater in any authorized alcohol test, and/or tests positive for drugs and/or their metabolites in any authorized drug test and it is the employee's *first*

offense, then s/he shall be referred to the EAP for counseling and/or completion of a substance abuse treatment or rehabilitation program. However, if an employee violates a work rule in conjunction with failing a drug and/or alcohol test, then s/he may be subject to disciplinary action. The City shall have the right to take disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record.

3. Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:
   a) Refusal to submit to an authorized drug and/or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after s/he has received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, refusal or failure to provide necessary documentation to the MRO when requested, and/or submission or attempted submission of an adulterated or substituted urine sample.

   b) Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.

   c) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any controlled substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, or during breaks and/or meal periods during work hours.

   d) Any criminal drug statute conviction and/or failure to notify the City of such conviction within 5 days.

   e) Failure to complete a counseling, treatment, or rehabilitation program as prescribed by the SAP.

   f) Testing positive on a return to duty.

   g) Any two failures on follow up drug and/or alcohol testing during the 24 month following rehabilitation.

   h) Failure to report to a collection site within two (2) hours of notification for return to duty or follow up testing.

   i) Second offense – alcohol concentration of 0.02 or greater in any reasonable suspicion authorized alcohol test, and/or testing positive

for drugs and/or their metabolites in any authorized reasonable suspicion drug test.

j) Employee's failure to participate in the temporary and/or final releases for duty testing in a timely manner.

4. Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and to impose lesser discipline when such action is deemed appropriate.

L. OTHER

1. The City shall pay for initial costs of the substance abuse examination including the expenses of the Medical Review Officer.

2. This policy was initiated at the request of the City and the Employer shall assume sole responsibility for the administration of this policy. The City agrees to indemnify and hold the Union and its officers harmless from any and all claims of any nature (except those arising from the negligence of the Union and/or its officers) arising from the Employer's, laboratories', or Medical Review Officer's implementation of this policy.

3. The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedures which provide more accurate testing for on-the-job impairment or which constitute less invasive procedures for the employees. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree, the issue will be submitted to impasse procedures under RCW 41.56.

4. If any provision of this Agreement shall be held invalid by operation of law, or any Tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such Tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held to be invalid, and will remain in full force and effect, and the parties, upon request of one to the other shall initiate immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

5. The following attachments shall be a part of this Policy: Supervisor's Guidelines, Report Form, Interview Form, Consent/Release Form.

M. SUPPORTIVE DOCUMENTS:

POLICIES AND PROCEDURES FOR DRUG/ALCOHOL TESTING AND TREATMENT SUPERVISOR'S GUIDELINES

The primary goal of the Substance Abuse Policy is to provide a working and service delivery environment free from the effects of alcohol/drug abuse. The supervisor's role is to identify employees who may be a threat to the safety and welfare of the employee, other employees, and the public by being under the influence of drugs and/or alcohol while on-duty. Such employees *must* be removed from the workplace.

Follow the steps below to ensure that you are proceeding correctly. It is important that proper procedures are followed to preserve the privacy of the individual and to comply with legal and contractual requirements.

1. Contact your appropriate command staff and explain the situation.

2. Your supervisor will:
   a) Advise you of what appropriate action to take regarding your status as the shift supervisor.
   b) Notify the Chief of Police and the Human Resources Director (or their designees) in a timely manner, then join you at your location to assist you and corroborate your observations during the interview.

3. Prepare yourself for an interview with the employee by completing the Report Form. Refer to Attachment 1 for descriptions of physical and behavioral signs which may indicate substance abuse.

4. After your supervisor has arrived, advise the employee you wish to interview him/her and provide a private location to conduct the interview.
   a) Be sure to advise the employee that you suspect him/her of being under the influence of a prohibited substance (defined in the policy) and that s/he may have a Union representative present during the interview.
   b) Do not argue with a belligerent or threatening employee. Advise him/her that his/her cooperation during the interview and testing procedure (if warranted) are direct orders and that continued disruptive behavior, preventing completion of the interview, shall be the same as refusal to submit to testing and shall be cause for discipline (cooperation *does not* mean that any employee must give facts or evidence which may incriminate himself/herself).
   c) Complete the <u>Interview Form</u> with your supervisor.

5. Review the relevant information with your supervisor. If your supervisor decides that the test is required, relieve the employee of duty, with pay, during the course of the exam and MRO review.

6. Have the employee sign a Consent/Release Form.
   a) Read the form to the employee and direct him/her to sign it. Do not alter the form in any way.
   b) Be sure, if the employee has declined Union representation, that s/he understands that s/he may choose to have a Union representative accompany him/her to the testing facility.
   c) If the employee refuses to sign the form, advise him/her that this is a direct order and that failure to comply shall be cause for discipline.
   d) Issue a second order for the employee to sign the consent form. If s/he still refuses, relieve the employee of duty, with pay, explain that disciplinary action may follow. You or your supervisor will transport the employee home. (No employee suspected of impairment from alcohol/drug abuse shall be allowed to drive.)

7. Your supervisor shall transport the employee to the testing facility, and wait at the testing facility until the testing is completed.

8. When the exam is completed, your supervisor will:
   a) Reconfirm with the employee that s/he has been relieved of duty, with pay, and
   b) Advise the employee that s/he will be contacted by the MRO to review the results (if positive), and
   c) Advise the employee that s/he will be contacted by the department advising him/her how to return to duty, and
   d) Drive or arrange transportation for the employee home. Do not return the employee to a City facility.

9. Once the employee has been sent home, your supervisor will:
   a) Gather copies or originals of the Report Form, Interview Form, Consent/Release Form, and any other written notes or reports and forward them to the Police Chief and Human Resources Manager.

City of Kirkland Police Department
Substance Abuse Policy
CONSENT/RELEASE FORM

I consent to the collection of urine, a blood and/or expired air sample by _____ and its analysis by _____ for those drugs, alcohol, and or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Kirkland and the Union.

The laboratory administering the tests may release the results to the Medical Review Officer (MRO), who shall release his/her conclusions to the employer after review and interpretation. If I test positive, I agree to make any requested records and myself available to the MRO within 48 hours of such request. The information provided to the employer from the MRO shall be limited to whether the tests were confirmed positive or negative, and no other test results will be released, except as provided herein, without my written consent. The laboratory will advise the employer's representative whether the initial alcohol screen is positive or negative.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least one year. If I test positive, I have the right to have the split sample tested at my expense at a second DHHS-certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result by the MRO.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and MRO to release to my Employer and the Union any information relating to the test or test results. Further, I understand that my employer may require that I participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and MRO to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature_____Date_____

City of Kirkland Police Department
Substance Abuse Policy
REPORT FORM

This form must be filled out prior to any drug/alcohol testing. Review Supervisor's Guidelines before completing this form. The information contained on this form is confidential and shall be viewed only by necessary supervisory/managerial employees, the testing facility, MRO, and the employee being interviewed/tested. When this form is completed and signed, make one copy of the form and distribute as follows: Original to Police Chief, Copy attached to consent form.

Employee Name:_____

Speech: _____

Dexterity: _____

Standing:_____

Walking: _____

Judgment: _____

Decision-making: _____

Appearance (eyes, clothing, etc.):_____

Odor: _____

Other: _____

Location where these were observed:_____

Time of observation:_____

Witnesses:_____

Supervisor's Signature_____ Date / Time: _____

City of Kirkland Police Department
Substance Abuse Policy
INTERVIEW FORM

Name of Employee _____

I understand that I am entitled to Union representation during this meeting and during any subsequent meetings or at testing facilities. I understand that I am being ordered to answer these questions and that if I refuse to answer these questions I am subject to discipline up to and including termination. I do or do not (please circle one) want a representative at this time. I understand that I am entitled to Union representation at any time whether I choose to have one now or not.

Employee signature: _____

1. I (we) have noticed (describe behavior/evidence)_____
   _____
   _____
2. Do you have any explanation?_____
   _____
   _____
   _____
3. Are you using any type of illicit drug or alcohol?_____
   If yes, what?_____
   When did you take it? _____
   Where did you take it?_____
   How much did you take?_____
   Do you have any drugs/alcohol in your possession at work? ____
   (if yes, get agreement to confiscate)

Based on the interview and the completed Report Form, I believe the employee should be tested for drugs and/or alcohol.

Dated _____
Supervisor (position)_____ Agree ___ Don't Agree
Witness* (position)_____ Agree ___ Don't Agree

*Witness is an individual other than the designated Union representative

City of Kirkland Police Department
Substance Abuse Policy
Exhibit 1

Listed below are some behavioral descriptions which may guide the supervisor in determining whether an employee is "under the influence" of a prohibited substance. There is no one behavior which is unique to drugs/alcohol. Almost every behavior/sign can also be associated with medical or emotional problems such as high blood pressure, diabetes, thyroid disease, psychiatric disorders, epilepsy, head injury, emotional problems, stress, etc. Even so, a supervisor usually knows the employees "normal" behavior and must try and distinguish alcohol and/or drug abuse from other problems.

Supervisors should be aware that the following physical, behavioral, or performance symptoms may indicate drug/alcohol abuse:

a) Either very dilated or constricted pupils

b) Hyperactivity

c) Unsteady gait

d) Irritability

e) Slurred speech

f) Anxiousness

g) Wide mood swings

h) Odor of alcohol

i) Overreaction to criticism

j) Staggering

k) Listlessness

l) Illogical speech and thought process

m) Unusual/abnormal behavior

n) Poor judgment

o) Avoiding others/withdrawal

p) Sudden increase in absenteeism

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Sheila Cloney

Date: February 7, 2008

Subject: LODGING TAX ADVISORY COMMITTEE APPOINTMENT

RECOMMENDATION

On behalf of the Lodging Tax Advisory Committee (LTAC), staff recommends that City Council consider Jeff Jobe, General Manager of The Heathman Hotel, for appointment to the Lodging Tax Advisory Committee. See the attached application letter.

BACKGROUND

The Lodging Tax Advisory Committee makes recommendations to City Council on the use of Lodging Excise Tax funds for tourism promotion activities. State Statute and KMC Chapter 5.19 governs the use of lodging tax funds and committee membership. Similar to the Disability Board, the Tourism Committee recruits its members using a different process than that of the other City boards and commissions. This is primarily due to the fact that the LTAC draws from a narrow pool of hoteliers and others in the tourism industry. The committee shall consist of one member of the Kirkland City Council (chair), three representatives from lodging establishments, and three representatives of organizations involved in activities authorized to be funded by lodging tax revenue or local agencies involved in tourism promotion.

Mr. Jobe offers the committee expertise in hotel management and operations and would fill the vacant hotel position. Currently LTAC members are Chair and City Council Member Tom Hodgson, Marc Nowak, General Manager with the Woodmark Hotel, Luanne Erikson with the Kirkland Gallery Association, and Shirley Day, owner of the Crab Cracker restaurant and Greater Kirkland Chamber of Commerce representative, Denise Gray, General Manager of the Marriott Courtyard Seattle/Kirkland and Julie Metteer representing the Kirkland Downtown Association.

January 18, 2008

RECEIVED
JAN 18 2008
CITY OF KIRKLAND
CITY MANAGER'S OFFICE

Council Member Tom Hodgson
Kirkland City Council
123 5th Avenue
Kirkland, WA 98033

RE: Heathman Hotel LTAC Representative

Dear Mr. Hodgson,

I would be happy to serve on the City of Kirkland's Lodging Tax Advisory Committee to fill one of the Hotel appointments on this committee.

I understand the importance of tourism to our community and would like to help with this group to further expand Kirkland's tourism role.

Sincerely,

Jeff Jobe
Heathman Hotel
General Manager
220 Kirkland Avenue
Kirkland, WA 98033

CITY OF KIRKLAND
City Attorney's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3030
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsey, City Manager

From: Tom Phillips, Building Services Manager

Date: February 5, 2008

Subject: Development Fee Amendment

RECOMMENDATION

Pass the attached ordinance to delete the fee amount charged for Interdepartmental presubmittal conferences from Table 2 of Section 21.74.030 of the Kirkland Municipal Code.

BACKGROUND DISCUSSION

The fee for a Presubmittal Meeting is established by the schedule of fees charged by the Planning Department in Section 5.74.070 of the Kirkland Municipal Code. Having a redundant citation in Section 21.74.030 is unnecessary and could result in conflicting information. The Finance and Administration Department confirmed that there is no fiscal impact due to this proposed change.

Please let me know if you have any questions.

cc: Jeff Blake, Fire and Building Department Director

ORDINANCE 4132

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO KIRKLAND MUNICIPAL CODE SECTION 21.74.030 AND AMENDING TABLE 2 ENTITLED MISCELLANEOUS INSPECTIONS AND OTHER FEES.

The City Council of the City of Kirkland do ordain as follows:

Section 1. Table 2 of Section 21.74.030 of the Kirkland Municipal Code, which establishes fees for miscellaneous inspections and other fees, is hereby amended to read as follows:

Table 2—Miscellaneous Inspections and Other Fees

Type	Per Hour	Minimum Fee	Due
Inspection or plan review outside normal hours (in addition to the normal inspection fee)	$118.50	2 hours	Within 5 days of notification
Plan review resulting from changes to approved plans (in addition to the normal fees associated with a change in scope of work)	$79.00	.5 hour	At revision issuance
Energy/Indoor Air Quality Code		$75.00 + $0.01/square foot	At issuance
Washington State Building Code Council surcharge: building, spa and satellite dish permits		$4.50	
Multifamily permits		$4.50 for first dwelling unit + $2.00 each additional unit	
Permit renewals		1/2 the original permit fee	
Reinspection fee (in addition to the normal inspection fee)	$79.00	1 hour	Within 5 days of notification
Landlord/tenant inspections conducted pursuant to RCW 59.18.115		$15.00	At submittal
~~Interdepartmental presubmittal conferences. Fee is applied as a credit towards the plan review fees on complete applications filed within 180 days of the conference. Fee is forfeited if applicant fails to make appointment~~		~~$350.00~~	~~At submittal~~

Section 2. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2008.

Signed in authentication thereof this _____ day of _____, 2008.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3225
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Eric Shields, AICP, Planning Director
Ronald Hanson, Project Planner, Consultant
Dawn Nelson, AICP, Planning Supervisor

Date: February 5, 2008

Subject: Pawluskiewicz Right-of-Way Vacation, File No. VAC07-00001

RECOMMENDATION

Staff recommends that the City Council adopt the enclosed Ordinance to vacate a portion of the NE 110th Street right-of-way located adjacent to 10521 NE 111th Place.

BACKGROUND DISCUSSION

Andrzej and Bart Pawluskiewicz submitted a petition to vacate a 1,470 square foot portion of the NE 110th Street right-of-way located adjacent to 10521 NE 111th Place (See Attachments 1 and 2). On July 3, 2007 the City Council adopted Resolution No. 4652 setting a public hearing date for the proposed vacation. On September 4, 2007 the City Council adopted Resolution No. 4666 expressing intent to vacate the right-of-way (See Attachment 3).

The resolution stated that the applicant had until December 3, 2007 to meet the following condition:

> Within ninety days (90) of the passage of the Resolution of Intent to Vacation granting the vacation, the applicant shall pay to the City as compensation for vacating the requested portion of NE 110th Street right-of-way, the full appraised value of the subject site totaling $58,800.

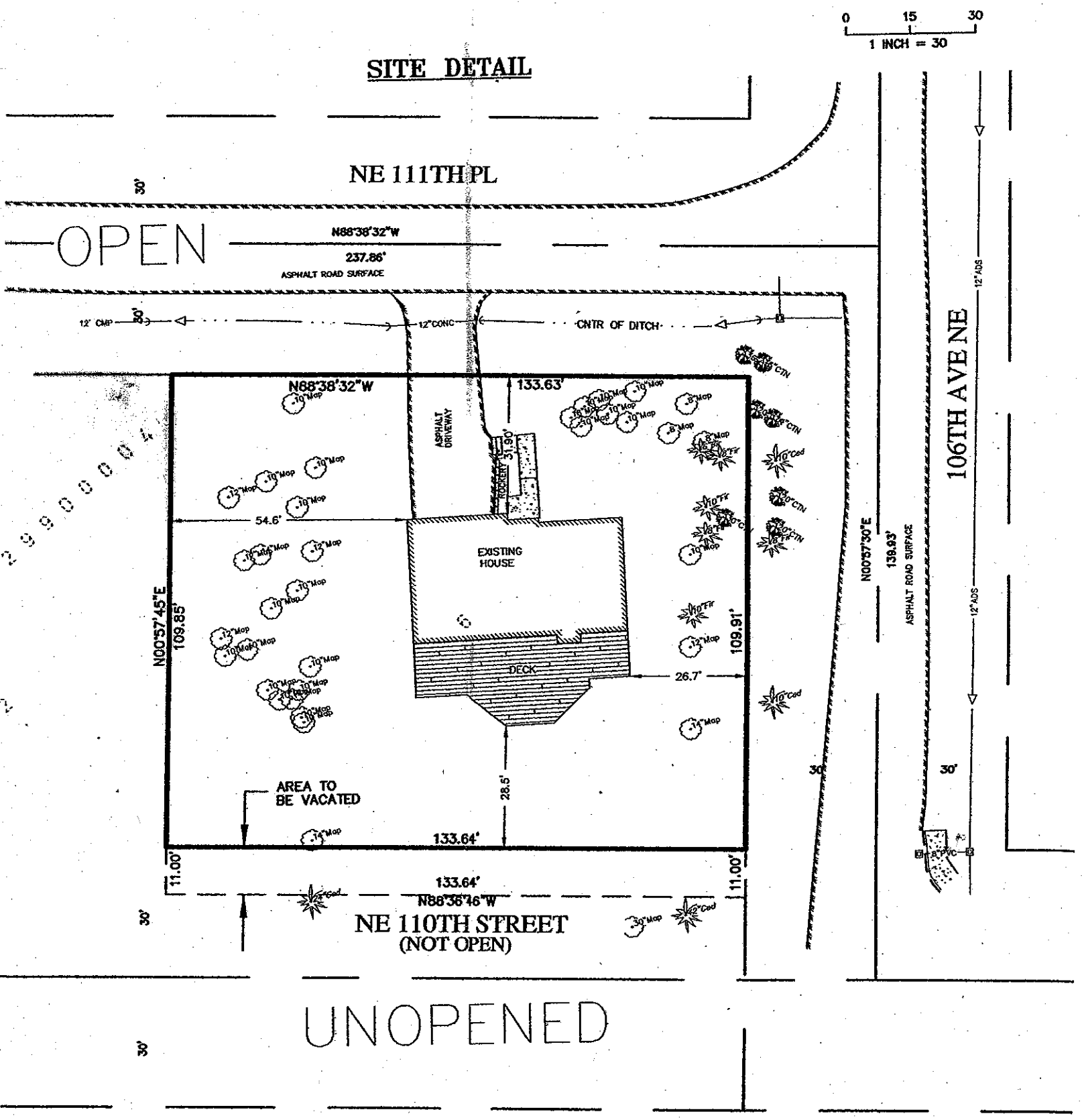
The applicant met the above condition within the required 90 days.

ATTACHMENTS

1. Vicinity Map
2. Site Plan
3. Resolution 4666 - Intent to Vacate

ATTACHMENT 1

VAC07-00001



ATTACHMENT 2

VAC07 00021

RESOLUTION R-4666

A RESOLUTION OF THE CITY OF KIRKLAND EXPRESSING AN INTENT TO VACATE A PORTION OF A RIGHT-OF-WAY FILED BY ANDRZEJ PAWLUSKIEWCZ, FILE NUMBER VAC07-00001.

WHEREAS, the City has received an application filed by Andrzej and Bart Pawluskiewicz to vacate a portion of a right-of-way; and

WHEREAS, by Resolution Number 4652, the City Council of the City of Kirkland established a date for a public hearing on the proposed vacation; and

WHEREAS, proper notice for the public hearing on the proposed vacation was given and the hearing was held in accordance with the law; and

WHEREAS, it is appropriate for the City to receive compensation for vacating the right-of-way as allowed under state law; and

WHEREAS, no property owner will be denied direct access as a result of this vacation.

WHEREAS, it appears desirable and in the best interest of the City, its residents and property owners abutting thereon that said street to be vacated;

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

Section 1. The Findings and Conclusions as set forth in the Recommendation of the Department of Planning and Community Development contained in File Number VAC07-00001 are hereby adopted as though fully set forth herein.

Section 2. Except as stated in Section 3 of this resolution, the City will, by appropriate ordinance, vacate the portion of the right-of-way described in Section 4 of this resolution if within 90 days of the date of passage of this resolution the applicant or other person meets the following conditions:

(a) Pays to the City $58,800 as compensation for vacating this portion of the right-of-way.

ATTACHMENT 3

VAC07-00001

(b) Within seven (7) calendar days after the final public hearing, the applicant shall remove all public notice signs and return them to the Department of Planning and Community Development.

Section 3. If the portion of the right-of-way described in Section 4 of this resolution is vacated, the City will retain and reserve an easement, together with the right to exercise and grant easements along, over, under and across the vacated right-of-way for the installation, construction, repair and maintenance of public utilities and services.

Section 4. The right-of-way to be vacated is situated in Kirkland, King County, Washington and is described as follows:

A portion of the NE 110TH Street Right-of-Way located at 10521 NE 111th Place as described in Exhibit A

Section 5. Certified or conformed copies of this Resolution shall be delivered to the following within five (5) working days of the passage of this resolution:

(a) Applicant
(b) Department of Planning and Community Development of the City of Kirkland
(c) Fire and Building Departments of the City of Kirkland
(d) Public Works Department of the City of Kirkland
(e) The City Clerk for the City of Kirkland.

Passed by majority vote of the Kirkland City Council in open meeting on the 4th day of September, ~~19~~ 2007

SIGNED IN AUTHENTICATION THEREOF on the 4th day of September, 20 07.

Mayor

ATTEST:

Kathi Anderson

City Clerk

R-4666

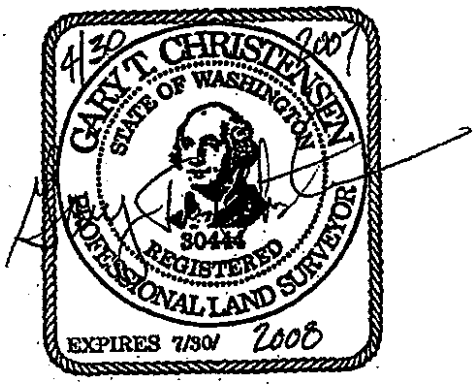
RECEIVED
MAY 03 2007
AM
PLANNING DEPARTMENT
PM
BY

EXHIBIT "A"
RIGHT OF WAY VACATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., CITY OF KIRKLAND, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, MATTSON SUBDIVISION NO. 1 AS RECORDED IN VOLUME 63 OF PLATS, PAGE 53, RECORDS OF KING COUNTY;
THENCE SOUTH 0°57'30" WEST A DISTANCE OF 11.00 FEET;
THENCE NORTH 88°36'46" WEST A DISTANCE OF 133.64 FEET;
THENCE NORTH 0°57'45" EAST A DISTANCE OF 11.00 TO THE SOUTHWEST CORNER OF SAID LOT;
THENCE SOUTH 88°36'46" EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 133.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1470 SF, MORE OR LESS



ORDINANCE NO. 4133

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO VACATING A PORTION OF A RIGHT-OF-WAY BASED ON AN APPLICATION FILED BY ANDRZEJ PAWLUSKIEWCZ, FILE NO. VAC07-00001.

WHEREAS, by R-4666 adopted on September 4, 2007, the City Council of the City of Kirkland established that it would vacate a portion of a right-of-way if certain conditions were met; and

WHEREAS, the conditions specified in Resolution No. R-4666 have been satisfied.

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

Section 1. The portions of public right-of-way situated in Kirkland, King County, Washington and described as follows:

A portion of NE 110th Street Right-of-Way as described in Attachment 1,

be and the same hereby are vacated, except that the City shall retain and reserve an easement together with the right to grant easements along, over and under the vacated street for the installation, construction, repair and maintenance of public utilities and services.

Section 2. This ordinance shall be in full force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

PASSED by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 20___.

SIGNED in authentication thereof this _____ day _____, 20___.

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

RECEIVED
MAY 03 2007
AM
PLANNING DEPARTMENT
PM
BY

EXHIBIT "A"
RIGHT OF WAY VACATION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., CITY OF KIRKLAND, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, MATTSON SUBDIVISION NO. 1 AS RECORDED IN VOLUME 63 OF PLATS, PAGE 53, RECORDS OF KING COUNTY;
THENCE SOUTH 0°57'30" WEST A DISTANCE OF 11.00 FEET;
THENCE NORTH 88°36'46" WEST A DISTANCE OF 133.64 FEET;
THENCE NORTH 0°57'45" EAST A DISTANCE OF 11.00 TO THE SOUTHWEST CORNER OF SAID LOT;
THENCE SOUTH 88°36'46" EAST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 133.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 1470 SF, MORE OR LESS

4/30 2007
GARY T. CHRISTENSEN
STATE OF WASHINGTON
30444
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 7/30/ 2008

Council Meeting: 02/19/2008
Agenda: Other Business
Item #: 8. h. (4).

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Katy Coleman, Development Engineering Analyst
Daryl Grigsby, Public Works Director

Date: February 6, 2008

Subject: RESOLUTION TO RELINQUISH THE CITY'S INTEREST IN A PORTION OF UNOPENED RIGHT-OF-WAY

RECOMMENDATION**:**

It is recommended that the City Council adopt the enclosed Resolution relinquishing interest in a portion of unopened alley being identified as the south 8 feet of the unopened alley abutting the north boundary of the following described property: the east 3 feet of Lot 24, and all of Lots 25 and 26, Block 167, Town of Kirkland, according to the plat thereof recorded in Volume 6 of Plats, page 53, records of King County, Washington.

BACKGROUND DISCUSSION:

The unopened portion of the alley abutting the property of 416 9th Avenue was originally platted and dedicated in 1890 as Town of Kirkland. The Five Year Non-User Statute provides that any street or right-of-way platted, dedicated, or deeded prior to March 12, 1904, which was outside City jurisdiction when dedicated and which remains unopened or unimproved for five continuous years is then vacated. The subject right-of-way has not been opened or improved.

Joel P. Strep, the owner of the property abutting this right-of-way, submitted information to the City claiming the right-of-way was subject to the Five Year Non-User Statute (Vacation by Operation of Law), Laws of 1889, Chapter 19, Section 32. After reviewing this information, the City Attorney believes the approval of the enclosed Resolution is permissible.

Attachments: Vicinity Maps
Resolution

Copy: Rob Jammerman, Development Engineering Manager

Strep Residence Non-User Vacation
416 9th Ave

- Pedestrian Easement
- Proposed Vacation
- Building Outline
- Strep Residence
- Granted Non-User Vacations

Produced by the City of Kirkland.

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

Printed Feb 5, 2008 - Public Works GIS

Strep Residence Non-User Vacation
416 9th Ave

Proposed Vacation
Strep Residence
Granted Non-User Vacations
Pedestrian Easement

Produced by the City of Kirkland.

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

Printed Feb 4, 2008 - Public Works GIS

RESOLUTION R-4688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNER JOEL P. STREP

WHEREAS, the City has received a request to recognize that any rights to the land originally dedicated in 1890 as right-of-way abutting a portion of the Town of Kirkland have been vacated by operation of law; and

WHEREAS, the Laws of 1889, Chapter 19, Section 32, provide that any county road which remains unopened for five years after authority is granted for opening the same is vacated by operation of law at that time; and

WHEREAS, the area which is the subject of this request was annexed to the City of Kirkland, with the relevant right-of-way having been unopened; and

WHEREAS, in this context it is in the public interest to resolve this matter by agreement,

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

Section 1. As requested by the property owner Joel P. Strep, the City Council of the City of Kirkland hereby recognizes that the following described right-of-way has been vacated by operation of law and relinquishes all interest it may have, if any, in the portion of right-of-way described as follows:

A portion of unopened alley being identified as the south 8 feet of the unopened alley abutting the north boundary of the following described property: The east 3 feet of Lot 24, and all of Lots 25 and 26, Block 167, Town of Kirkland, according to the plat thereof recorded in Volume 6 of Plats, page 53, records of King County, Washington

Section 2. This resolution does not affect any third party rights in the property, if any.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2008

Signed in authentication thereof this _____ day of _____, 2008.

_____
MAYOR

Attest:

_____
City Clerk

CITY OF KIRKLAND
Department of Finance & Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Barry Scott, Purchasing Agent

Date: February 7, 2008

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF FEBRUARY 19, 2008

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated to be in excess of $50,000. This report also includes the process being used to determine the award of the contract.

Following is a report on the City's major procurement activities since January 15, 2007:

	Project	Process	Estimate/Price	Status
1.	Police Department Kitchen Tenant Improvements	Small Works Roster	$55,000 - $70,000	Project notice issued to five (5) contractors on February 1st. Quotes due on February 15th.
2.	Case 580SM Backhoe	Cooperative Purchase – King County bid.	$99,077.33	Purchase order issued on January 25.
3.	GIS Senior Level Project & Technical Management Services.	Request for Qualifications	$70,000 - $100,000	Advertised on January 16th. Two (2) submittals received on February 1. Anticipate award of contract to Port Madison GIS.
4.	Fire/Rescue Boat	Request for Proposals	$250,000 - $300,000	Anticipate issuing RFP in mid to late February.

Please contact me if you have any questions regarding this report.

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3225
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Teresa Swan, Senior Planner
Eric Shields, AICP, Planning Director

Date: February 6, 2008

Subject: **Follow-up Discussion on Annexation Zoning**

I. RECOMMENDATION:

- Review zoning issues carried over from the January 2, 2008 study session and two additional new issues

- Provide staff with policy direction on the issues for preparation of draft zoning and comprehensive plan ordinances.

II. BACKGROUND:

On January 2, 2008, the City Council held a study session to review and discussed 26 issues relating to zoning regulations, the Zoning Map and the Land Use Map for the potential annexation area. The City Council directed staff to provide additional information and provide for further Council discussion on certain issues.

Then on January 15, 2008, the City Council made the decision to not proceed with placing the annexation vote on the November 2008 election, but to defer the decision to a later date pending review of additional information. The City Council will discuss the annexation question again in April 2008. They could decide in April to move forward with the annexation election in November 2009 or wait unit the fall of 2008 to make a final decision.

Meanwhile, the Planning Department continues to work on draft zoning and comprehensive plan ordinances, and zoning and land use maps for the annexation project. Once the draft ordinances and maps are prepared, staff will host public forums to get comments on the draft documents. If the City Council decides to move forward with the annexation vote for the November 2009 election, two public hearings must be held at least 30 days apart, preferably by the end of January 2009, on the draft ordinance and maps. The City needs to have annexation materials, including an adopted zoning

ordinance and map, to the King County Boundary by early March 2009 to make the November 2009 election.

III. ZONING ISSUES:

Below are the issues that the City Council asked for further information and/or discussion:

A. Height of single family homes

- County allows homes to be 35' high (3 stories) and to be increased to 45' (potentially up to 4 stories) with increased yard setbacks.
- City allows 25'or 30' (generally 2 or 2 ½ stories) depending on the neighborhood.

Background: In 1995, the County increased the allowable height of single family homes in conjunction with providing more residential density and reducing the yard setbacks. The maximum allowable height went from 30' to 35' with a special provision to go to up to 45' with increased setbacks.

Based on a recent field survey of new subdivisions, the shoreline and other residential streets in the annexation area, staff found 25 homes at 3 full stories (at least 35 feet) and 21 homes with 2 stories on one side and 3 stories day lighted on the other side (could be close to 35 feet), mostly in the Finn Hill neighborhood. This is a small percentage compared to the total number of 1 and 2 story homes in the annexation area.

City Council discussion at the January 2, 2008 study session: Some Council members indicated an interest in adopting the existing County height of 35' because that is what is allowed now. Other Council members thought that 3 story homes are too tall and out of scale for Kirkland and the 35' allowed height is a relatively new regulation in King County so most homes are not built to that height.

Public workshop response: More people (17 people) want to stay with the 35 foot height limit because they have concerns about making existing homes non-conforming and they see no reason to change. A smaller group (13 people) would like to go to the 30 foot height limit similar to the RSX zones in Kirkland. No one wanted to continue to allow the increased height up to 45', but some people thought that those with homes over 35' in height who wanted to add an addition should be able to match the existing roofline.

Staff comments: Nonconformance for the homes built over 30' in height is not a major issue because a homeowner can apply for an administrative variance to match the roof of an addition to the existing home. The City occasionally receives these variance applications for homes in Kirkland where a ground floor addition changes the average building elevation calculation. In the rare instance where a 35' high

home is totally destroyed by fire or other disaster, the home would have to be rebuilt to meet the code in place at the time of the causality.

Council options:
- **Option 1** - Adopt current King County height of 35'.
- **Option 2** - Adopt height limit of 30' (same as Kirkland's RSX zone).

Staff recommendation (revised): **Option 2** - Set the height limit for the single family zones at 30 feet, consistent with a vast majority of homes in the annexation area. The decision on this regulation would affect future new construction more than existing construction. Staff does not believe that this is a zoning issue that would cause residents to vote against annexation.

B. Garage requirement and front yard setback for single family home

- City requires the front yard setback for the garages to be 8' greater than the remainder of the house and the garage shall not be more than 50% of front façade, not including covered porches.
- County requires that garages be setback 20 feet from the street, but the front facade is permitted (not required) to be as close at 10 feet from the street.

Background: The purpose of the City's regulation is to minimize the appearance of the garage when viewing the front façade of the house. The City has spent considerable time adjusting the regulation to provide flexibility and to meet the intent of the regulation.

The County has no such provision for the garage. In 1995, the County reduced its front yard setback regulation from 20 feet to 10 feet for the front façade, but the garage still needs to be setback 20 feet. Based on what has been seen in the annexation area and comments from the workshops, existing front facade of homes and garage are both 20 feet from the street.

City Council discussion at the January 2, 2008 study session: Some Council members indicated an interest in applying the garage setback regulation, the 20' front yard setback requirement for the home and the allowance for the porch intrusion with annexation because a great deal of work has gone into discussing and refining the regulations and that we should have consistent regulations throughout the city to the maximum extent possible. Some Councils member indicated a preference to wait until after annexation to consider whether to apply the garage regulation and to retain the County's front yard setback for the main facade of 10 feet.

Public workshop response: Many (20 people) do not want to apply the City's regulations while some (10 people) thought applying the regulations would be acceptable. Some of those who voted to not apply the regulation were interested in considering the regulation in the future. This was a design issue that most of the

people had never thought about and no one felt strongly about applying or not applying the regulation.

Concerning the front yard setback, one Finn Hill working group of 11 people discussed having the City's front yard setback of 20 feet apply to the annexation area instead of 10 feet. They said that their homes were already setback 20 feet from the street.

Staff comments: The City's regulations for the garage setback, the front yard setback and front porch intrusion are interrelated and need to be adopted all together. Nonconformance is not a major issue because a homeowner has the option of applying for an administrative variance if an additional garage bay is desired and the garage setback cannot be met. Based on recent field inspections of new development in the annexation area, the garages and front facades were setback what appeared to be 20 feet.

Council options:

- **Option 1** - Apply the City's regulations for garages and front yard setback.
- **Option 2** - Do not apply the City's regulation.

Staff recommendations (revised): **Option 1**- Apply the City's garage and front yard setback regulations with annexation. Staff does not believe that this would be a zoning issue that would cause residents to vote against annexation.

C. Size of vehicles, boats and trailers parked in residential zones

- City prohibits RVs, trucks and boats greater than 9' high and 22' in length parked for more than 24 hours in any consecutive seven-day period.
- County does not limit the parking of vehicles, boats and trailers.

Background: The City's regulation is enforced on a complaint basis only. An owner may apply for a Process IIA permit at a cost of $6,877 to request keeping the vehicle, boat or trailer on the property. Screening is typically required. The City has received only a few applications over the years so most people either keep them parked on site without complaints or the vehicles, boats and trailers are parked off-site.

Currently, many vehicles, boats and trailers can be found parked in the annexation area that do not meet the City's regulation.

At the January 2, 2008, staff recommended applying City's regulation with annexation, but allowing existing vehicles, boats and trailers to remain if they are registered with the City shortly after annexation and reducing the review process and thus the fee for locating new vehicles, boats or trailers on site with appropriate screening. The grandfather provision will take some initial staff time, but at least the

regulation would start applying to the annexation area for new vehicles, boats and trailers.

City Council discussion at the January 2, 2008 study session: Some Council members indicated an interest in applying the regulation with annexation while other Council members were concerned that some residents would vote against annexation if the regulation were applied.

Public workshop response: More than half (19 people) thought that the vehicle size restriction should not apply to the annexation with a smaller group (11 people) voting to apply it, but to simplify the City's process and reduce the fee to allow the vehicles on site if properly screened. One person suggested allowing existing vehicles if registered within 6 months of annexation. Many were concerned that the annexation vote would fail if the regulation was applied and suggested waiting until after annexation to consider the regulation. The same group who did not want to apply the regulation over concerns of the vote thought that the large vehicles were unsightly and were a traffic hazard when parked in the street.

Council options:

- **Option 1** - Adopt City's regulation.
- **Option 2** - Do not apply City's regulation.
- In conjunction with the first option, grandfather existing vehicles, boats and trailers and reduce the existing review process that allows new vehicles, boats and trailers to be located on site with appropriate screening.

Staff recommendation: **Option 1** - Apply the City's regulation concerning the size limit for vehicles, boats and trailers parked in single family neighborhoods, but allow existing vehicles, boats and trailers to remain if they are registered with the City shortly after annexation and reduce the review process for locating new items on site with appropriate screening. Staff is concerned that those with oversized vehicles, boats and trailers might not support annexation unless the grandfather provision is provided.

D. Storage service use in the Kingsgate, Juanita and Finn Hill commercial center areas

- County allows the storage service use in the Kingsgate commercial area, but not in the Juanita or Finn Hill commercial areas.
- City allows the use in limited commercial zones:
  - Where storage facilities exist or where a mix of retail and industrial uses are allowed (Totem Lake TL4 through TL7 and TL10B zones, North Rose Hill NRH4).
  - In the Light Industrial zones of LI and LIT.
  - In the BC and BCX zones (Houghton Shopping and Bridle Trail Centers) which are zones created in the 1980's.

- In some commercial zones as an accessory to a retail use (North Rose Hill NHR 1 and Market Street Corridor MSC 1 through 4).

The use is not allowed in the Juanita Business District, the Rose Hill Business District and much of Totem Lake and North Rose Hill Business Districts.

Background: The County does not permit storage service facilities in the Juanita commercial center or in either of the Neighborhood Business Centers in Finn Hill, but does allow them in the Kingsgate commercial area. (Click on link to PAA map to locate the commercial areas colored in pink http://www.ci.kirkland.wa.us/__shared/assets/Annexation_Map_0614076158.pdf)

Currently, no storage service businesses exist in the Juanita, Finn Hill or Kingsgate commercial areas, but there is one such business located in the Light Industrial zone of the annexation area of Totem Lake at NE 124th Street east of 132nd Ave NE.

City Council discussion at the January 2, 2008 study session: One or more Council members thought that the storage service use should not be allowed in the commercial areas of the annexation area because the use does not add to the retail sales tax base of the City and is more industrial in nature. Given the financial challenges in providing city services to the annexation area, retail uses that add to the sales tax base should be encouraged over those uses that do not add to the tax base. A few Council members thought the use should be allowed in the Kingsgate and Juanita commercial areas.

Staff checked with the Finance Department who confirmed that public storage services provide very little retail sales tax to the City.

Public workshop response: A few participants thought that the use was not appropriate for their neighborhood commercial centers, but none of the other participants had a strong position either way about the use locating in the commercial areas.

Staff comments: The staff memo for the January 2, 2008 study session provided a comparison of the uses allowed in the annexation's commercial area with the City's two Business Commercial (BC and BCX) zones. These are zones created in the 1980's and include Houghton and Bridle Trails commercial areas.

Since the study session, staff has expanded the comparison to the other comparable commercial zones in the City, including the business districts of Juanita, North Rose Hill, Totem Lake, Rose Hill/NE 85th Street and the Market Street Corridor. The zoning for these commercial areas have been through review and updates over the past several years as part of the regulatory implementation for the associated neighborhood plans. The zoning for these commercial areas only allows the use

where existing storage service are located, where there is a mix of industrial and retail uses or as an accessory use to retail use allowed in the zone.

Currently, all of the existing storage services in Kirkland are stand alone businesses, such as Shurgard Storage, Public Storage and Self Storage in Kirkland and not as accessory uses to other retail uses. It is unlikely that we will see a storage service business as an accessory use to another retail use because the storage use takes up considerable land area and are not usually done in conjunction with other retail uses.

The storage service use will continue to be allowed in the annexation's Light Industrial zone in Totem Lake. Staff has recommended that the County's LI zone be reclassified to the City's adjacent Totem Lake 7 zone if annexation occurs. The TL 7 zone allows the storage service use along with a mix of industrial and retail uses.

Council options:

- **Option 1** - Allow the use in the North Finn Hill, Juanita and/or Kingsgate commercial areas as either a stand alone use or as an accessory use to a retail use allowed in the zone.
- **Option 2** - Not allow the use.

Staff recommendation (revised): **Option 2** - Based on the allowed uses in comparable City retail commercial areas and the fact the County's commercial areas do not have any existing storage service businesses, do not allow this type of use in the annexation's commercial areas of Finn Hill, Juanita or Kingsgate.

E. Building heights for the Kingsgate, Juanita and Finn Hill Commercial areas

On the following page is a table showing the allowable building heights in the Kingsgate, Juanita, and Finn Hill commercial areas compared to similar commercial zones in the City:

King County Commercial Heights	Comparable Kirkland Commercial Heights	Existing Commercial Heights in PAA	Recommendation
Kingsgate: 35', but can reach up to **60'** if for every 1' of additional height over 35', the required yards are increased by 1' **North & South Finn Hill**: **35'** , but can reach up to **45'** if for every 1' of additional height over 35', the required yards are increased by 1' **Both Finn Hill and Kingsgate**: Height of mixed use developments may **exceed 75'** provided that the yards are increased proportionally **Juanita**: 35' **No design review for any of the commercial areas**	**Juanita Village**: 30' southern and 78' northern **Rose Hill/NE 85th St**: Varies by subzone - 35'/45'/55'/67' **North Rose Hill:** NRH 1A - 2 stories but 5 stories (55') for stacked units NRH 1B - 35' NRH 4 – 30' **Totem Lake:** TL 4 - 35'to 45' TL 5 - 35' to 55' with floors setting back as height increases TL 6 - 35' & up to 65' for stacked units with affordable component **BC and BCX:** 30'	1 and 2 stories	**Kingsgate:** -35' with ADR -Up to 55' with affordable housing component and DR **Juanita & North Finn Hill:** -35' with ADR -45' with DR **South Finn Hill:** -35' with ADR In addition, for all commercial areas, **retail must be on the ground floor** (similar provision in the city's commercial areas) <u>Note:</u> ADR=Administrative Design Review DR=Design Review Board

<u>City Council discussion at the January 2, 2008 study session</u>: Several Council members were interested in adopting building heights that would encourage redevelopment of the County's commercial areas and improve the tax base in the annexation area.

<u>Staff comments</u>: The staff memo for the January 2, 2008 study session provided a recommendation to establish a building height of 35' in all of the commercial zones that reflected that maximum building heights currently constructed in the commercial areas. However, as noted in the above table the existing allowable building heights for the County's commercial areas are much higher than 35', with the exception of the Juanita commercial area. As discussed above for the storage service use, the

County has a special ordinance for the Juanita commercial area that limits the height to 35'. Staff has been unable to determine the reason behind the ordinance.

If Design Review were put in place for taller structures in the County's commercial areas to ensure good design and a public process, then it would be appropriate to reflect building heights closer to what King County permits now. An affordable housing component would be appropriate for the taller structures in the Kingsgate commercial area.

Staff recommendations (revised): Staff recommendations are outlined in the table above. Taller buildings up to 55', similar to the CBD, would be appropriate in the Kingsgate Commercial since it is surrounded on all sides by multifamily complexes that are 3 stories high. A maximum building height of 45' appears more appropriate for both Juanita and North Finn Hill commercial area while a maximum building height of 35' is more appropriate for the South Finn Hill commercial area.

During the neighborhood planning process, the City can re-evaluate the heights and provide more site specific design guidelines in the plan if the City and the community decide that taller buildings are desired.

F. Wetland, Stream and Associated Buffers

The City's critical areas regulations were adopted in 2002. The County's critical areas regulations were adopted more recently to reflect new GMA standards for best available science as determined by each jurisdiction. By December 2011, the City is required to review and revise its critical areas regulations to reflect these new GMA standards. If annexation does occur, the revised critical area regulations would be adopted within a year or two of annexation.

Below is a general comparison of the County and City critical areas ordinances:

- County and the City use totally different rating systems, buffer standards for wetland and stream areas, allowable buffer reduction provisions and review processes for reducing the buffers. According to The Watershed Company, the City's consultant, each system has its pros and cons.
- County's required buffer widths are generally greater than the City's standards, but overall the County's buffer reductions and intrusions into the critical areas appear to be more generous. These buffer reductions can result in much smaller actual buffers than the buffer standards stated in the County ordinance.
- County allows more intrusion into the buffer and building setbacks than the City and without a public review process. Examples include the following:
    - Allows within the buffer and building setback areas and with no required mitigation the expansion or replacement of existing structures

of up to 1,000 square feet and construction on existing impervious surfaces with no limitation on size. The City has no such provisions.

- Allows a 25-foot reduction in wetland buffer widths with no public review process. In the City, an applicant can propose up to 1/3 of the buffer width be reduced with mitigation through a public review process for all critical areas, except no public process is required for Type 3 Wetlands in a Secondary Basin and Class C Streams (the lowest types).
- Allows more generous modifications to critical areas for public features, such as roads and utilities.

City Council discussion at the January 2, 2008 study session: There was some discussion about whether the County's critical areas ordinance should continue to be applied in the annexation area. The reason for doing this would be to provide greater buffers. However, there was also concern expressed about having two different ordinances in the City and about the County's generous buffer reductions that can result in smaller buffers in some cases than the City.

Public workshop response: No one had concerns about the City's regulations for wetlands and streams.

Staff comments: A critical areas ordinance is probably the most complex set of regulations in a zoning code. The ordinance covers various types of critical area environments and existing conditions in the community. The regulations are developed based on recommendations from the jurisdiction's environmental consultant and staff, community values and input, and extensive discussions by the Planning Commission and City Council. Adopting the County's regulations would circumvent that process.

The City cannot adopt only the County's buffer widths and insert them into the city's regulations. The City must adopt the County's entire critical areas ordinance, including its rating system, buffer reductions and review process, as a new chapter of the Zoning Code. This would not meet the City Council's goal of having one set of general zoning regulations that apply city-wide.

In reviewing the County's critical areas ordinance, staff found the regulations to be confusing and unclear. For example, regulations for reductions in buffer widths are piecemeal and scattered through the ordinance and are not clearly drafted. In addition, staff questions the County's reasoning behind some of its buffer reductions. Adopting a set of unclear standards with unknown outcomes is not in the best interest of the city.

Any amendments to the County's critical areas ordinance would require Department of Ecology approval and could provide opportunity for possible public challenge of the entire critical areas ordinance.

When the County adopted its critical areas ordinance with wide buffers, it did so knowing that property owners would not lose development potential. The County allows the entire critical area to be included in the maximum allowable residential density calculation. The City only allows a portion of the buffer area to be included in the residential density calculation and none of the wetland or stream areas. In King County, the maximum development potential can be achieved next to critical areas because the minimum residential lot standard is only 2500 square feet, and the maximum allowable lot coverage and building height are greater and the required setback yards are less than in Kirkland.

If the County's critical areas regulations are applied to the annexation area, then the City should consider allowing all critical areas to be calculated in the density calculations, continue allowing the minimum lot size of 2500 square feet for all residential zones and adopt the County's greater allowance for lot coverage, smaller required setback yards and taller structure height.

Council options:

- **Option 1:** Apply the City's regulation with the understanding that the City will review and revise its critical areas ordinance by the end of 2011.
- **Option 2:** Adopt the County's critical areas ordinance in its entirety, including buffer reduction provisions and review process.

Staff recommendation: **Option 1:** Apply the City's regulations. Instead of applying the County's critical areas ordinance to the annexation area when and if annexation occurs in 2010 or later, a better approach is to wait until the City reviews its critical areas ordinance by 2011 as required under GMA. When reviewing the City's critical areas ordinance, the City can study the County's ordinance along with other jurisdictions' ordinances and best available science to select the most appropriate rating system, buffer width and buffer reduction provisions for the entire city.

IV. TWO ADDITIONAL ISSUES:

A. Extent of future commercial development in the Kingsgate, North Finn Hill and South Finn Hill commercial areas

Background: For the Kingsgate, North Finn Hill and South Finn Hill commercial areas, the County's Comprehensive Plan's land use map designates a larger area for commercial use than is currently zoned on its Zoning Map (see the commercial areas in purple on the King County Land Use Map compared to the commercial areas in red on the Draft Kirkland Zoning Map Attachments A through C). The Draft Kirkland Map shown in Attachments A through C reflects the current County zoning for the commercial area which is a smaller commercial area than that shown on the King County Land Use Map. This means that some of the adjacent properties next to the three commercial areas can be rezoned to commercial in the future if the City decides

to adopt the King County Land Use Map for each of the three commercial areas (see Attachments A through C).

This is not the case for the Juanita commercial area. The County Zoning Map and Land Use Map are the same for this commercial area.

City Council discussion at the January 2, 2008 study session: Several Council members indicated an interest in encouraging redevelopment of the annexation commercial areas and expanding the commercial areas where appropriate.

Staff comments: Staff looked at the surrounding properties that can be rezoned to commercial use in the Kingsgate, North Finn Hill and South Finn Hill based on the County's Land Use Map and found the following:

- **Kingsgate commercial area** – Looking at the County Land Use Map in Attachment A, the purple areas enclosed with dashed lines contains a daycare business, a fire station and a King County library facility and what appear to be residential apartments rather than condos. These sites are currently zoned for either higher or medium density residential and would be appropriate for rezoning to commercial use at some point in the future because of their proximity to the Kingsgate shopping district, existing uses, ages of the buildings, street frontage and topography. Therefore, these could be designated on the Draft Annexation Land Use Map for future commercial use.

  The properties around the perimeter of the purple area that are outside of the dashed lines contain condos or apartments that are inappropriate for rezoning for commercial use. These sites are currently zoned for high density residential. The long and narrow property to the north of the shopping is not appropriate for commercial because of limited access and the shape of the property. The area to the east is a condominium development that is unlikely to redevelop and is located at a higher elevation than the shopping district and apartment complex to the west. To the south of the shopping district along the east side of 124th Ave NE are more high density residential developments. It is unlikely that this complex would be redeveloped (see Land Use Map in Attachment A).

- **North Finn Hill commercial area** – Looking at the County's Land Use Map in Attachment B, the purple area north and east of the shopping center contains high density apartments and possibly condominiums in a half circle configuration wrapping around the shopping center. Also to the north is a daycare facility. The daycare and residential area north of the shopping center and adjacent to Juanita Drive NE that are within the dashed line would be appropriate for future commercial use. The well established high density residential properties to the northeast and east would not likely redevelop and should not be designated for future commercial use on the Draft Annexation Land Use Map.

Staff found two properties abutting the North Finn Hill commercial area not designated on the County's land use map for commercial use that could be appropriate for future commercial use (see yellow colored properties with dashed lines around them on the County Land Use Map in Attachment B.) One property, located at the corner of Juanita Drive NE and NE 145th Street north of the shopping center, is developed with an older high-density apartment building.

Another is a vacant property to the southeast of the shopping center. The vacant property abuts a parking lot that appears to be associated with the shopping center on one side, multifamily on two sides and a single-family neighborhood to the east. The site would be appropriate for a future commercial use due to its proximity to the shopping center and street frontage on NE 141st Street. The City's required landscape buffer and provisions for horizontal façade would provide a visual buffer and limit the height of a building on the vacant property next to a single-family neighborhood to the east (see Attachment B).

- **South Finn Hill commercial area** - Looking at the County's Land Use Map in Attachment C, one large purple property enclosed with dashed lines is directly west of the intersection of Juanita Dr NE and Holmes Point Dr NE and contains several older buildings used for a single family residence or maybe as a duplex. This property is likely to redevelop and would be appropriate for future commercial use. The property should be designated on the Draft Annexation Land Use Map for future commercial use.

  Another purple property to the northwest of the retail strip area on the west side of Juanita Dr NE is part of a large residential development project. This property is not likely to redevelop and should not be designated on the Draft Annexation Land Use Map for future commercial use.

Council options:

- **Option 1:** Adopt the County's land use map with no changes to the properties that can be rezoned (all purple areas in Attachments A through C could be rezoned to commercial use in the future).
- **Option 2:** Adopt the land use map shown on Attachments A through C that reflect some changes to the County's land use map. Some properties surrounding each of the Kingsgate, North Finn Hill and South Finn Hill would be designated for future commercial use if the property owners decide to rezone their properties.
- **Option 3:** Adopt a land use map that matches the County's Zoning Map (with a few changes proposed by staff and discussed at the January 2nd study session) and then wait until the neighborhood plan process for each commercial area to consider whether to expand the commercial areas. Given the City's resources, it is likely to take several years after annexation to complete the neighborhood plan process for each commercial area.

Staff recommendation: **Adopt Option 2**. Adopt the land use map as shown on Attachments A through C that reflect changes to the County's land use map. This option provides some limited opportunities to expand the commercial areas that have already been established by the County.

Staff would prepare some Comprehensive Plan policies for rezoning these sites. Design review would ensure appropriate building placement and design. Future neighborhood planning would provide an opportunity for additional policies to guide future development of the commercial areas.

B. Zoning and allowable building height for the study area along the north side of NE 132nd Street just east of 100th Ave NE in the Juanita neighborhood

Study Area: The area discussed in this section extends along the north side of NE 132nd Street starting from 100th Ave NE east to approximately 104th Ave NE ending with the Lakeside Milam Recovery Center (see sites #1 through #6 in orange on Attachment D).

Surrounding Area:

West – Juanita commercial area with a gas station and the Albertson's/Rite Aid retail development on the west side of 100th Ave NE. Northwest is a shopping district with a variety of uses, including Safeway. Southwest is Juanita Elementary.

East – Single family neighborhoods and Juanita Senior High School. The single family neighborhood directly east of the study area in King County is zoned R-6, but can be rezoned up to R-12 (comparable to the city's RM 3.6 zone).

North – Multi-family developments zoned at R-12 (comparable to the city's RM 3.6 zone).

South - Along the south side of NE 132nd Street in Kirkland and across the street from the study area are multi-family developments with a single family neighborhood at the eastern end across from the Lakeside Milam Recovery Center.

Existing Uses and Current Zoning, and Existing and Allowable Building Heights:

On the following page is a table that reflects the existing mix of uses, County zoning, proposed annexation zoning, existing heights, allowable County building heights, and proposed allowable height for the study area.

The properties listed under the Existing Uses column in the table on the following page are described starting from 100th Ave NE going east along NE 132nd Street. The corresponding number for each use is noted on the County's Land Use Map for easy reference (see area in yellow on Attachment D).

Existing Uses (#s below are noted on Attachment D)	**County Zoning**	**Recommended Zoning**	**County Allowable Building Height**	**Existing Height on site**	**Recommended Building Height**
1. Older Single family subdivision next to 100th Ave NE	**R-12** (12 units per acre/same as city's RM 3.6 zone)	**PR 1.8** (professional office/multi family at 1800 square feet per unit)	**60'**	1 – 2 story homes	**35' or 3 stories up to 60'** with HVAC in roof well of peaked roof & required yards increased
2. Multifamily development under construction	**R-24** (24 units per acre/same as city's RM 1.8 zone) Site can be rezoned up to R-48	Same as above	**60'** but can reach **80'** if required yards are increased 1' for every 1' of height over 60'	3 stories with peaked roofs	Same as above
3. Medical office building (likely to redevelop because older bld. on only part of lot)	**Office zone** with mixed use residential allowed up to 36 units per acre permitted (Converts to PR 1.2 which is denser than city's PR 1.8 zone)	Same as above	**45'** but can reach **60'** if required yards are increased 1' for every 1' of height over 60'	1 story	Same as above
4. Public Utility (north of the office & new multi-family project)	**R-12** (12 units per acre/same as city's RM 3.6 zone)	Same as above	**60'**	1 story (vehicle access is from the west)	Same as above
5. Fairfax Hospital	**R-48** (48 units per acre. Converts to RM 0.9 which is denser than city's RM 1.8.)	Same as above	**60'**	1 story	Same as above
6. Lakeside Milam Recovery Center	**R-48** Same as above for Fairfax	Same as above	**60'**	1 story	Same as above

Fairfax Hospital and Lakeside Milam Recovery Center: Fairfax Hospital, located between Lakeside Milam Recovery Center and a medical office building, plans to replace the existing building in the future (see site #5 in yellow on Attachment D). The facility is considering a 3-story building at 15 foot per floor to accommodate heating and air conditioning between each floor plus the HVAC roof system integrated into the roof well of a peaked roof for a total height of 60 feet. Construction could begin in the near future or after annexation, if annexation should occur.

The architect for Fairfax Hospital contacted Planning staff in November 2007 to determine how the City would regulate the site if annexation occurs. Lakeside Milam Recovery Center to the east (see site #6 in yellow on Attachment D) may also reconstruct its site in the future and is interested in achieving the same building height of 60 feet as Fairfax Hospital.

Both facilities provide in-patient treatment care under medical supervision. Fairfax provides an outpatient care program as well and Lakeside Milam provides follow-up evening meetings a few nights a week.

Staff comments:

Zoning - If annexation occurs, the mix of zoning in the area should be made consistent. Given the existing uses, potential redevelop of parcels within the study area and close proximity to the Juanita commercial area, office and/or residential uses zoned at PR 1.8 (24 dwelling units per acre) would be appropriate. Three of the sites (the medical office building at site # 3 in yellow on Attachment D and both Fairfax and Lakeside Milam at sites # 5 and #6 in yellow on Attachment D) currently can be developed at a density greater than 24 dwelling units per acre (du/a). One site (the multi-family site under construction at site #2 in yellow on Attachment D) currently can develop at 24 du/a. The older single family subdivision (site # 1 in yellow on Attachment D) and the public utility facility (site #4 in yellow on Attachment D) currently can only be developed at 12 du/a. This level of density does not seem appropriate given that the subdivision and the public utility site are located between the Juanita commercial area to the west and the new high density multifamily development to the east which is zoned at 24 dwelling units per acre, but can be rezoned up to 48 du/acre. It would be consistent to zone the entire study area as one unified zone at Professional Office and Multifamily at PR 1.8 (minimum lot size of 1800 square feet of land area per unit/ 24 dwelling units per acre).

Building Height - If annexation occurs, the mix of allowable building heights in the study area should be made consistent. Allowable heights range from 45' to 80'. As proposed by Fairfax Hospital, up to 3 stories at 60 feet in height with all HVAC in the roof well of a peaked roof are appropriate for the study area. Buildings of 4 stories or greater, achievable in the 45' to 80' height range currently allowed by the County code, seem out of character for the residential areas to the south and east.

As noted above in the table, the staff recommendation that requires setback yards to be increased for buildings over 35 feet in height would reduce the impact of taller building heights from the street and the residential areas to the south and east. This is a similar measure used in other parts of the city to reduce impacts from building heights.

Council options:

- **Option 1** - Apply the current County zoning, rezone potential and building heights that would result in inconsistent land uses, residential densities and building heights between 100th Ave NE and 104th Ave NE on the north side of NE 132nd Street.
- **Option 2** - Adopt the staff recommendation for zoning (PR 1.8) and building height (35' or 3 stories up to 60'with HVAC incorporated in the roof and increased setback yards) as outlined in the table above.
- **Option 3** – Discuss other options for zoning and/or maximum building height.

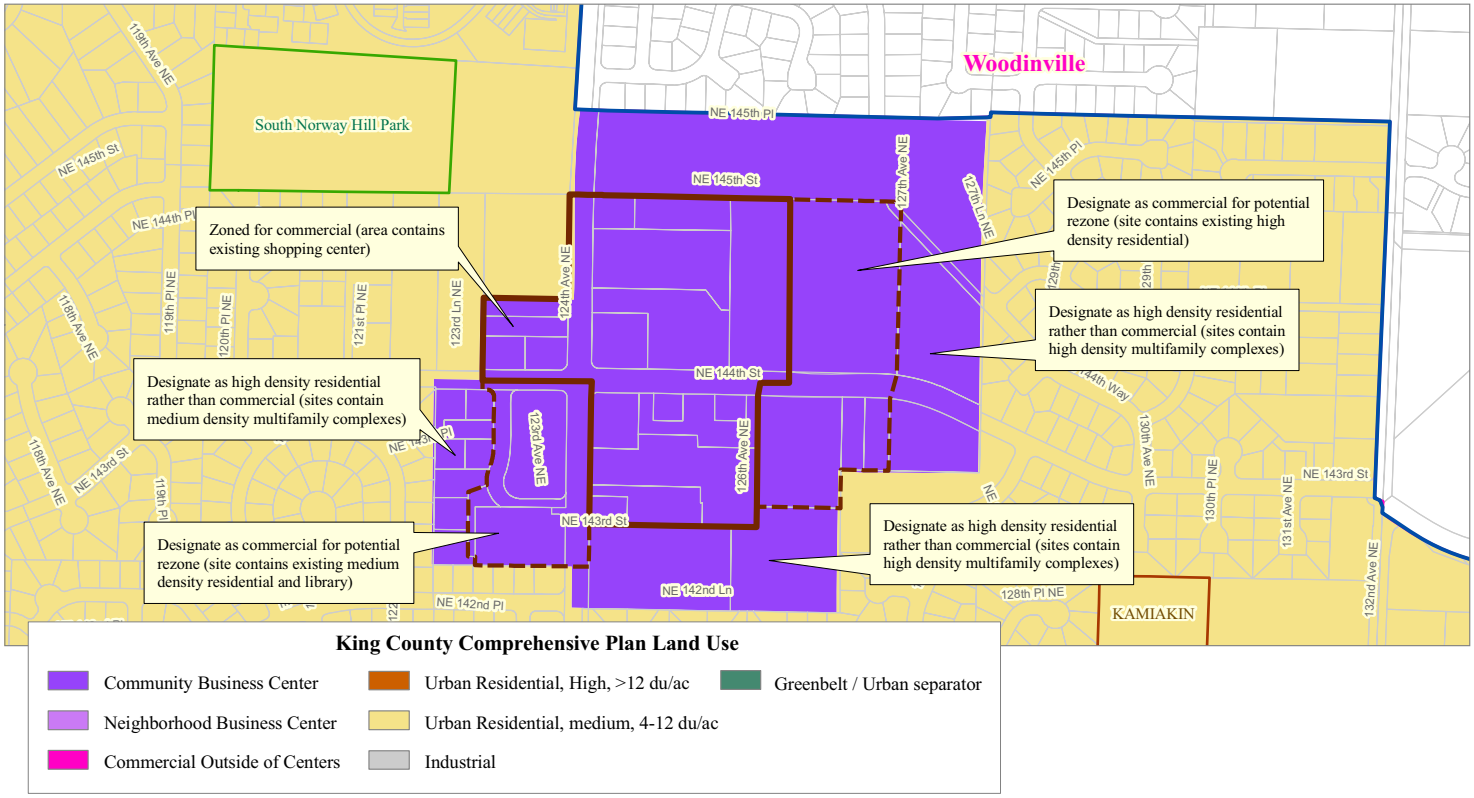
Staff recommendation: **Option 2** - As outlined in the table above, rezone the entire study area to PR 1.8 and establish the height limit at 35', but allow 3 stories up to 60' when HVAC is incorporated into a peaked roof and required yards are increased over 35'.

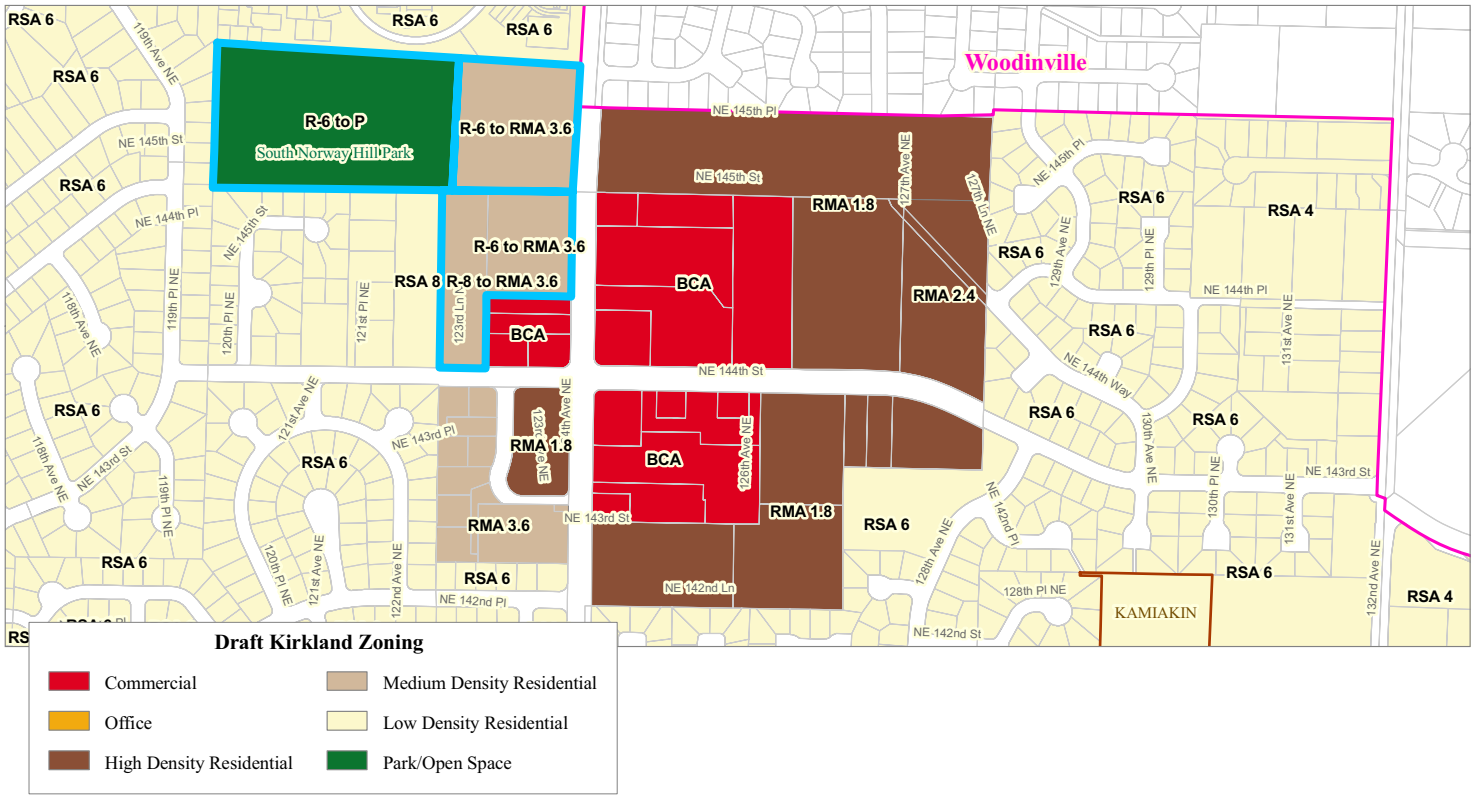
Attachments:

Attachment A: Proposed changes to the land use map for the Kingsgate Commercial Area
Attachment B: Proposed changes to the land use map for the North Finn Hill Commercial Area
Attachment C: Proposed changes to the land use map for the South Finn Hill Commercial Area
Attachment D: Proposed zoning for the study area (yellow color) east of 100th Ave NE and north of NE 132nd Street in Juanita

Attachment A

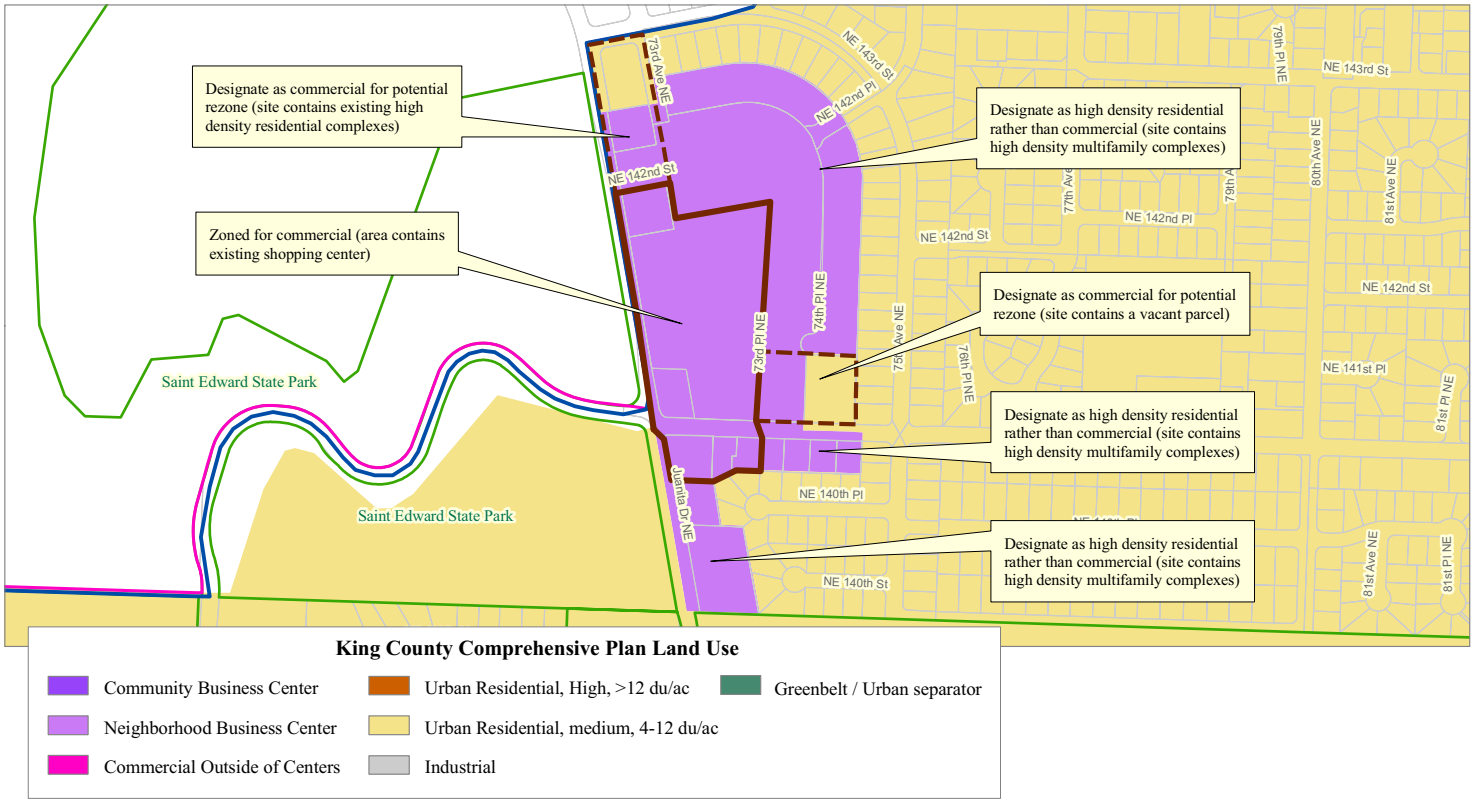
Kingsgate Commercial Business Center
Proposed Changes To King County Comprehensive Plan Land Use Map

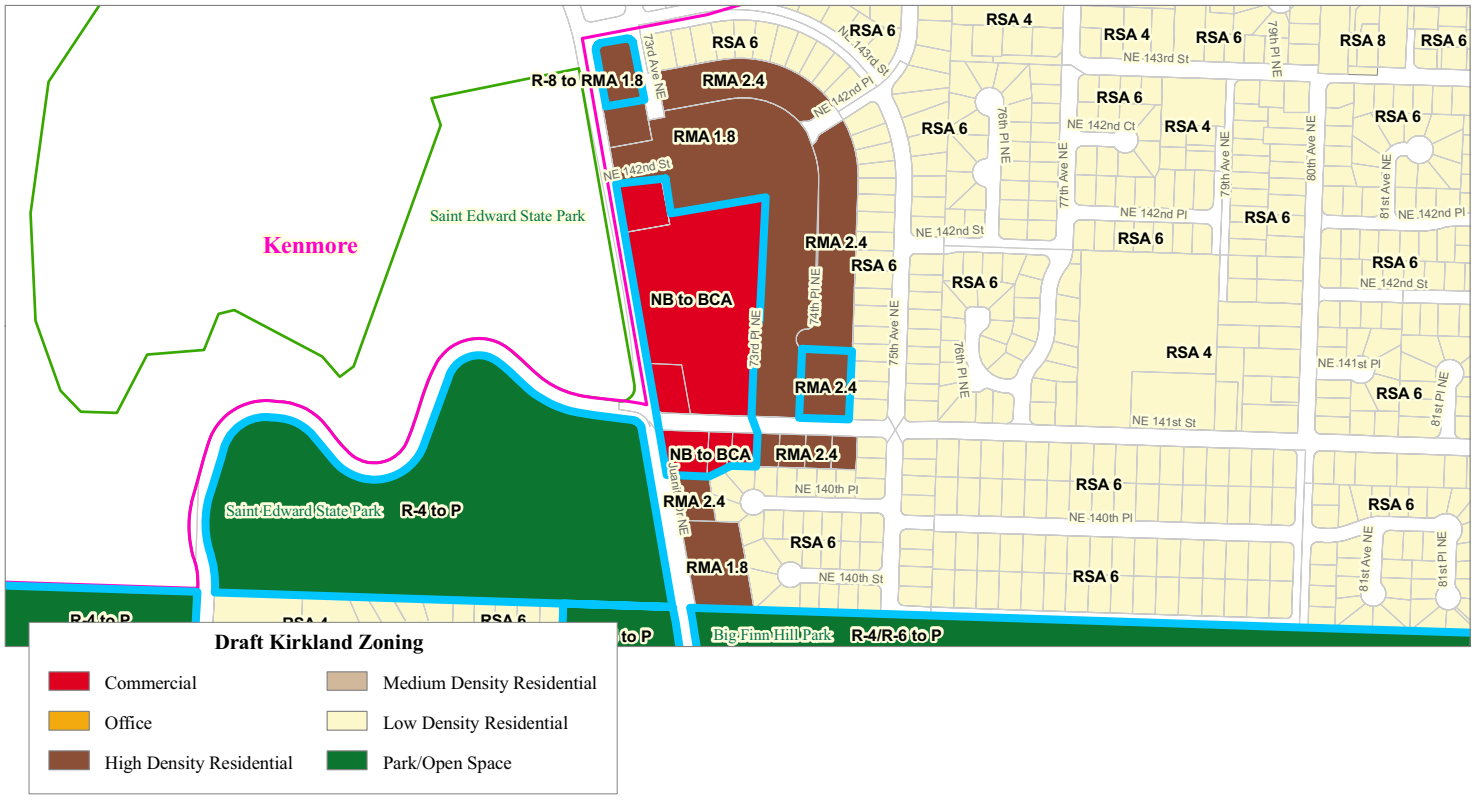




Attachment B

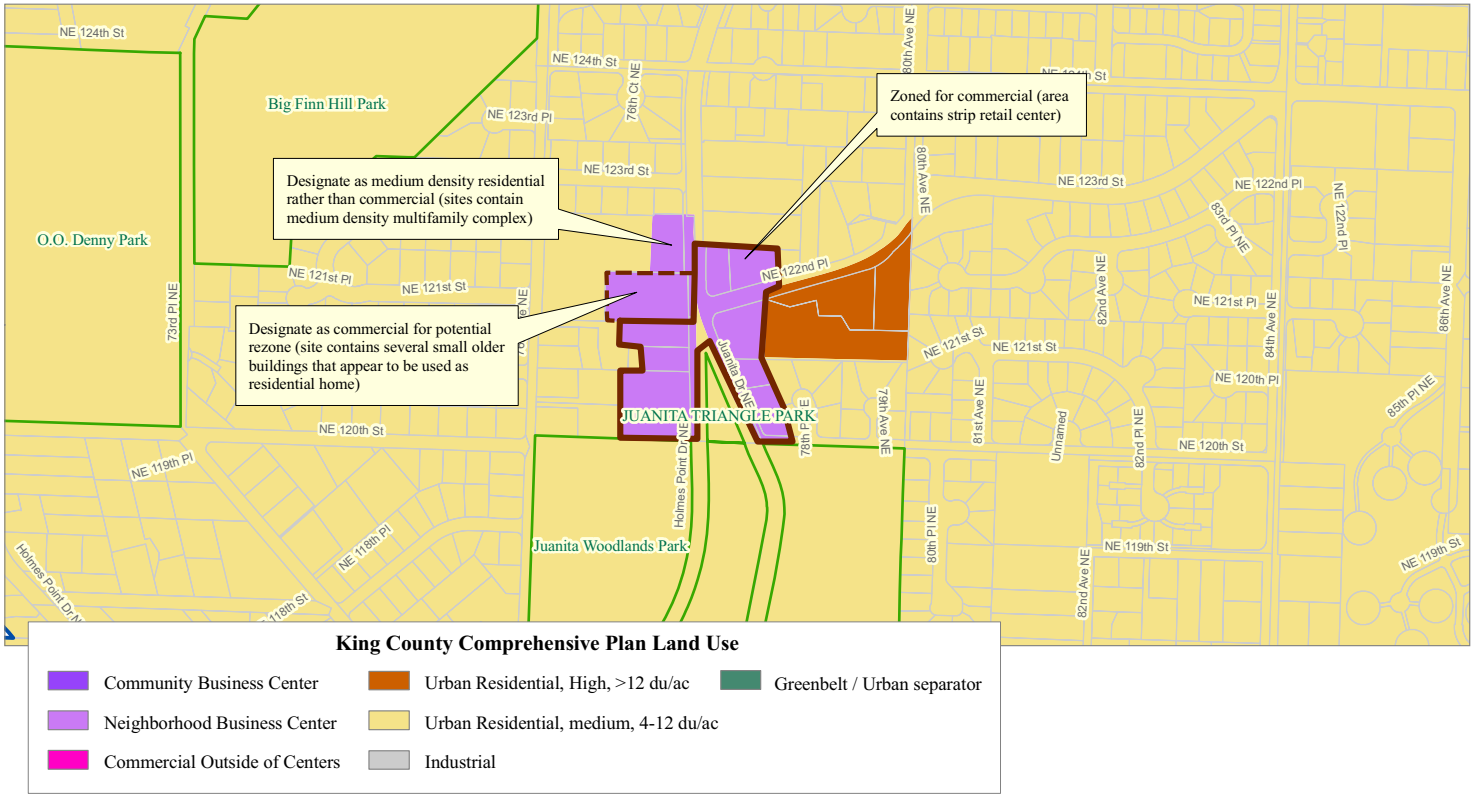
North Finn Hill Neighborhood Business Center
Proposed Changes To King County Comprehensive Plan Land Use Map

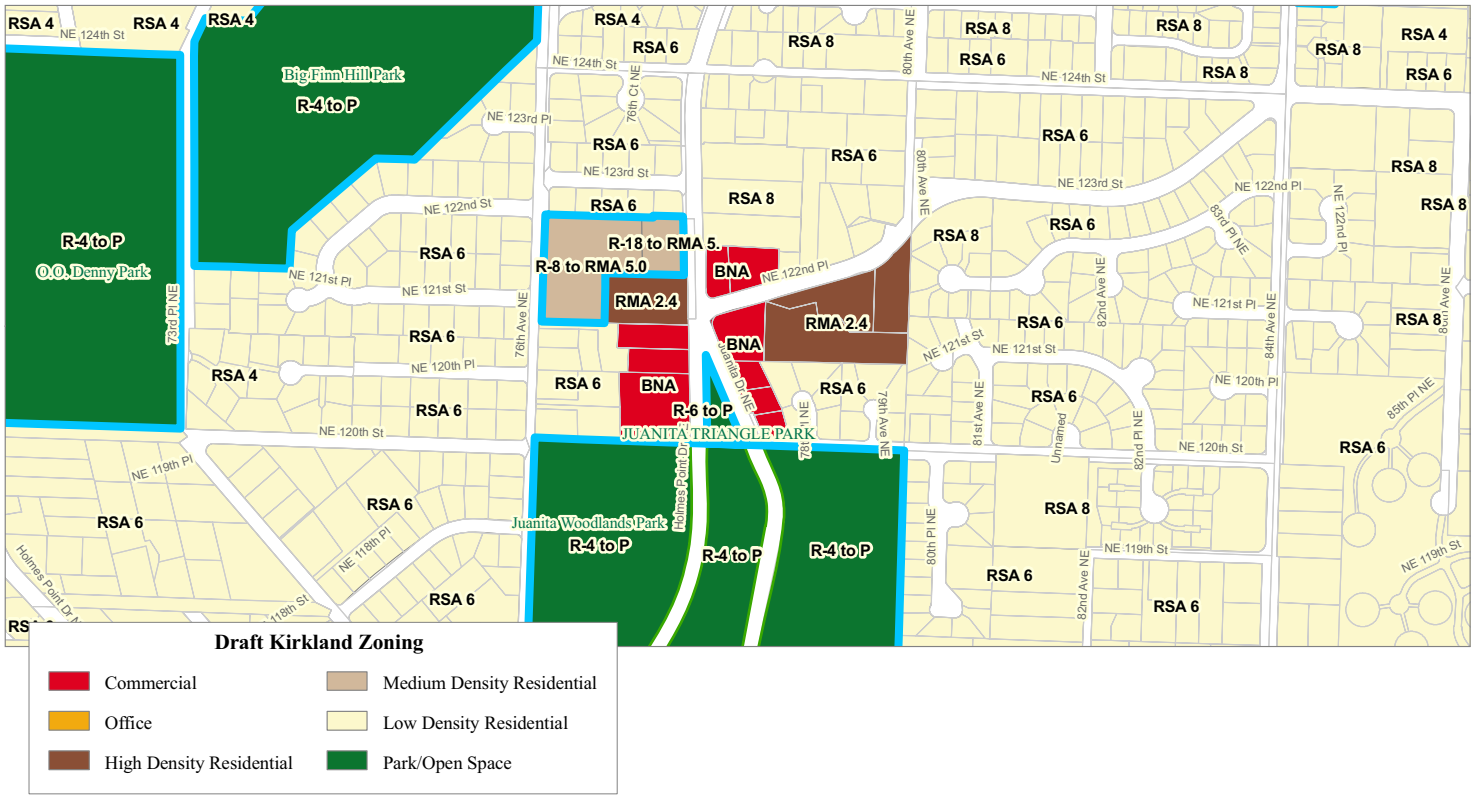




Attachment C

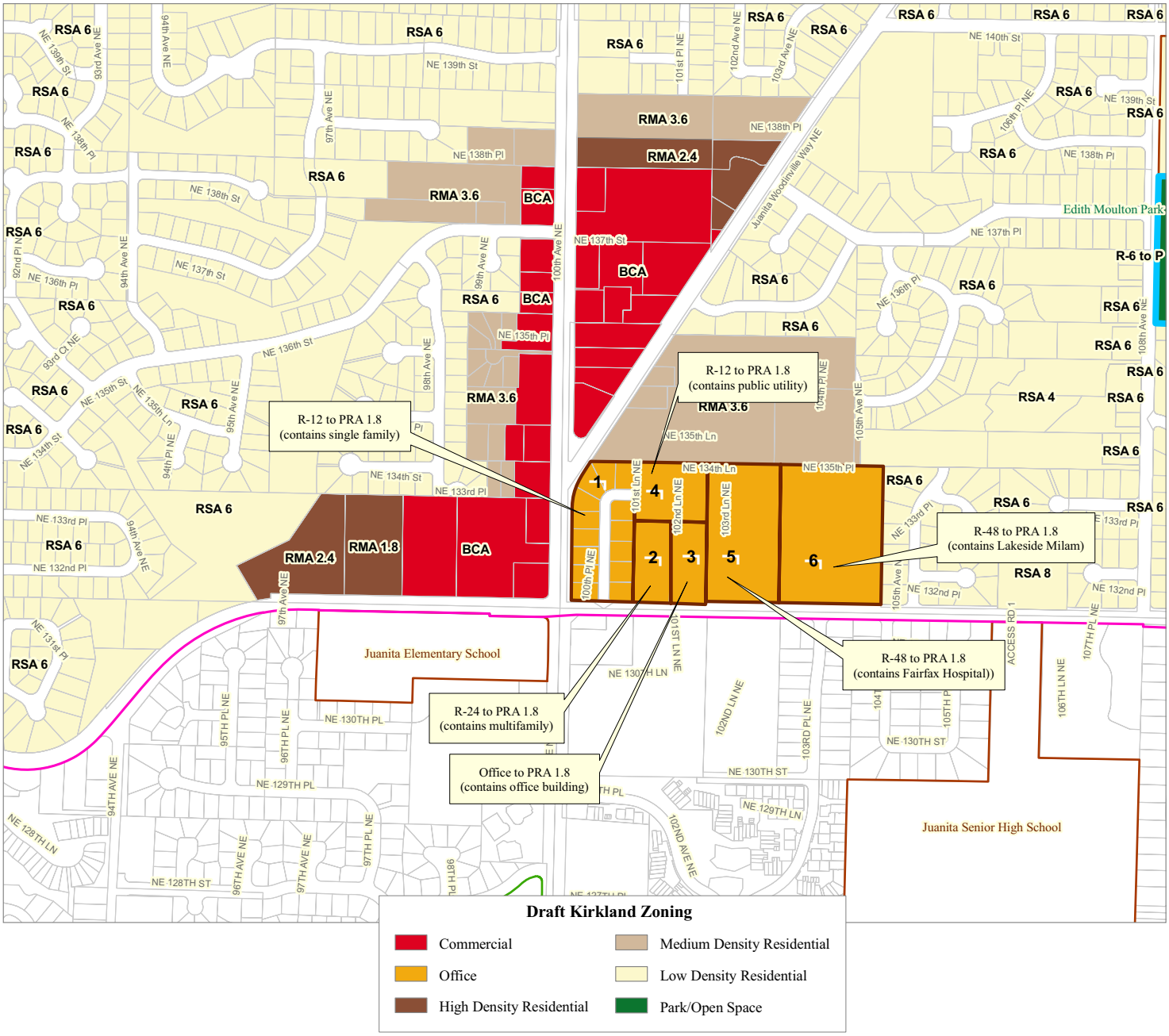
South Finn Hill Neighborhood Business Center
Proposed Changes To King County Comprehensive Plan Land Use Map





Attachment D

Juanita Neighborhood
Proposed NE 132nd Street Zoning
(100th Avenue NE to 104th Avenue NE)



Note: Numbers in office area (orange) correspond to table in the staff memo

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

To: City Council

From: Parking Advisory Board, Ken Dueker Chair

Date: February 7, 2008

Subject: PAB report and next steps

RECOMMENDATION:
It is recommended that Council:

1. Direct the PAB to have a facilitated discussion to arrive at next steps for Implementation of parking charges between 5-9 PM at the Lake and Central and at the Lakeshore Plaza lot.
2. Begin to develop a plan to finance and build additional public parking supply in the downtown core.

BACKGROUND:
At the last study session Council directed the PAB to work on two projects, Evening Parking and Parking Garage Development. PAB is now seeking clarification and suggesting next steps on these projects.

Evening Parking
Task statement: Taking into account opinions of stakeholders, develop a plan for implementing parking charges in the evening at Lake and Central and at Lakeshore Plaza lots. The following scoping table frames the discussion as we see it. The table lists attributes and describes what's set by Council intent and what is open for stakeholder discussion. It is important that Council consider this table carefully as it will form the framework for our discussion with stakeholders. Our intent is to limit discussion to points that are truly under consideration and remove the need to discuss other points. We anticipate having one or two facilitated sessions with the stakeholders group to gain consensus or understand differences in interests on the points that are open for consideration. We would then return to secure Council's final approval on a plan before moving to implementation. Note that the 5:00-9:00 plan reduces the hours of pay parking from current levels.

Table 1 Scope of discussion for initial implementation of pay parking.

Attribute	Set by Council Policy	Opportunity for comment by Stakeholders
Pay parking	Pay parking will be implemented gradually throughout downtown including on street. This is a first phase of a larger plan.	
Location	Lake and Central Lot Lakeshore Plaza Lot	
How much of the lot	The entire lot, with the exception of 30 minute and accessible stalls in each lot.	
Number of always free 30 minute stalls	Not to exceed 10% of total stalls in the lot	
Location of always free 30 minute stalls.		Open for discussion
Hours of pay parking	5:00 PM-9:00 PM Monday thru Saturday	
Maximum Length of stay during pay parking	4 hours	
Maximum length of stay when pay parking is not in effect 9:00 AM to 5:00 PM Monday thru Saturday.		2, 3 or 4 hours
Library garage	No changes at this time	
When will pay parking begin	Both lots will implement pay parking at the same time and not later than June 1, 2009	When to begin implementation in both lots, but no later than June 1, 2009
Conditions until new pay parking is implemented	No changes to existing policies	
Use of excess revenue beyond what is currently being collected		Open for discussion to include: Funding of additional supply Construction of downtown improvements
Technology for collection	Expansion of current pay stations	
Seasonal variation in rates	Data shows that both lots exceed 85% in all seasons. Therefore, no variation suggested	
Validation techniques		Open for discussion
ParkSmart	No changes	
Evaluation	Removal of pay parking would not be considered for at least 1 year from implementation. Seasonal measurements of occupancy and turnover to be gathered by City Staff and reported to Council and stakeholders	Open for discussion.

Parking Garage

PROCESS

Task statement: Taking into account opinions of stakeholders, develop a plan for providing more parking supply by constructing a stand alone facility or entering into a public private partnership.

Whether considering a stand alone facility or partnering with a developer, three questions immediately come to mind:

1. How much does it cost?
2. Who pays and how much do they pay?
3. Which site should be selected?

Obviously the three questions are interdependent, but we believe that looking at answers to the first two questions should precede a discussion aimed at selecting a site. This is because the funding questions are fundamental for any site and answers to these questions may uncover a fatal flaw such as the magnitude of funding necessary that will remove certain sites from consideration. Any attempt to identify a "best" site will be difficult but will be made easier after some analysis of the funding questions.

Therefore we propose the following approach:

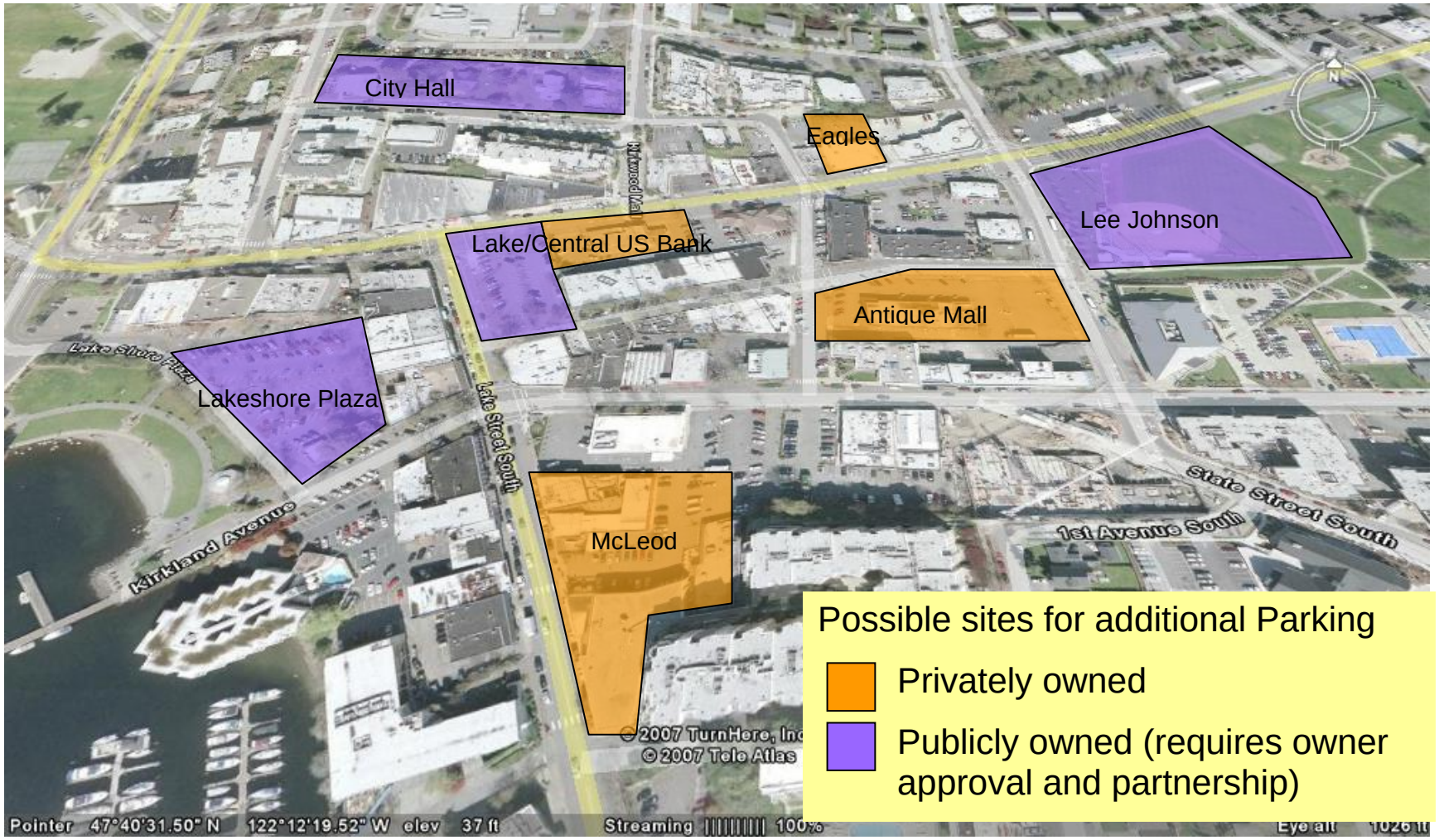
Contract with a parking consultant to inform us about the basics of parking supply funding. Talks would be presented to Stakeholders and then to Council at a study session. The topics covered in these discussions would include:

- The expected capital and operational costs of a parking facility of a given size.
- Sources of funding. For example, users, property owners, the general public.
- How the amounts of funding from various sources might vary depending on the nature of the site under consideration. For example sites on public property might have more funding from the general public.

The discussions would be in the context of potential sites in Kirkland described below. If Council felt comfortable with the funding implications revealed in these discussions they could decide to move forward with more detailed site analysis.

SITES

The sites shown on the next page have been identified as potential sites for additional public parking capacity. Some (shown in orange) are privately owned. These sites would require the approval and partnership of their owners to develop. All seven sites that would be looked at in the financing discussion and then possibly evaluated further if necessary.


City Hall
Eagles
Lee Johnson
Lake/Central US Bank
Antique Mall
Lakeshore Plaza
McLeod
Lake Shore Plaza
Lake Street South
Kirkland Avenue
State Street South
1st Avenue South
Possible sites for additional Parking
Privately owned
Publicly owned (requires owner approval and partnership)
Pointer 47°40'31.50" N 122°12'19.52" W elev 37 ft
Streaming 100%

Stakeholders

The Stakeholders group for both the 5:00-9:00 discussion and the parking funding discussion would include a representative from each of the following groups:

1. Downtown Commercial Property owners
2. KDA
3. Chamber
4. Restaurant operators
5. Gallery owners
6. Park Board
7. Condo owners
8. Moss Bay Neighborhood Association

In addition the PAB chair and vice chair would be members. Staff from Parks, PW, PD, Planning, Finance and a consultant with expertise in parking funding would serve as resources.

Funding

Given the limited scope of the activities described above, funding from the existing Public Works budget is adequate. Should a follow-up process be required, additional funding may be requested.

Council Meeting: 02/19/2008
Agenda: New Business
Item #: 11. a.

CITY OF KIRKLAND

123 FIFTH AVENUE, KIRKLAND, WASHINGTON 98033-6189 (425) 587-3249

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
MEMORANDUM

To: David Ramsay, City Manager

From: Dorian Collins, AICP, Senior Planner
Paul Stewart, AICP, Deputy Director

Date: February 7, 2008

Subject: TRANSIT-ORIENTED-DEVELOPMENT AT THE SOUTH KIRKLAND PARK AND RIDE (FILE ZON08-00002)

RECOMMENDATION

Discuss the letter from King County, and provide direction to staff and the Council Housing subcommittee to develop principles and objectives for housing at the South Kirkland Park and Ride, for consideration by the full Council at a subsequent meeting or Council retreat.

BACKGROUND

The City's adopted Planning Work Program includes the study of transit-oriented-development (TOD) at the South Kirkland Park and Ride. This effort is included within the list of housing tasks scheduled for staff work through 2009. At the Council's retreat in 2007, the creation of affordable housing at this site through transit-oriented-development was among the top two strategies supported by the Council (the other was the preservation of affordable housing). The site is within the corporate limits of Kirkland and Bellevue and both cities would need to amend their respective Comprehensive Plans and zoning to allow housing on the property.

The City has received a letter from the King County Department of Transportation which describes their interest and general intent to move forward with the development of a TOD project at the South Kirkland Park and Ride site. Since a portion of the Park and Ride property lies within the boundaries of the City of Bellevue, King County has also submitted a letter and application for a comprehensive plan amendment to the City of Bellevue. If the Bellevue City Council decides to move forward with that amendment, it would occur within the current year (2008).

Members of Kirkland planning staff have met several times with the City of Bellevue, King County and ARCH, to discuss the best way to move forward with a coordinated approach to the study of possible land

use and zoning changes at the South Kirkland Park and Ride. Guidance from the Housing subcommittee and City Council will be helpful as staff continues to work with these partners. Since TOD at the Park and Ride has been discussed as a strategy for affordable housing, staff will be working with the Housing subcommittee to identify expectations, objectives and options regarding the percentage of affordable housing to be included in development, and the target populations for the housing to serve. A meeting of the Housing subcommittee is scheduled for February 27th. A report on the discussions of this group and the status of the work on the Park and Ride can be provided at the Council's retreat in March. Staff anticipates developing general "Principles of Agreement" that will outline the objectives and expectations for the project that the two cities and King County can endorse as we move forward with this effort.

Attachments

A. Letter from Gary Prince, King County Transit Oriented Development

cc: ZON08-00002
Planning Commission
Houghton Community Council
Arthur Sullivan, ARCH

King County
Department of Transportation
Transit Oriented Development
201 South Jackson Street, M/S KSC-TR-0815
Seattle, WA 98104-3856
Fax: (206) 263-3187

February 4, 2008

Mr. Jim Lauinger
Mayor, City of Kirkland
123 5th Avenue
Kirkland, WA 98033

Dear Mayor Lauinger:

Redevelopment of the South Kirkland Park and Ride is a unique opportunity for a Transit Oriented Development (TOD) project at a major transit facility. Consolidating housing at major transit facilities is an effective strategy to increase transit ridership and reduce the harmful effects of congestion and greenhouse gas emissions. To this end, King County has submitted an application for a Comprehensive Plan Amendment and Concurrent Rezone for the South Kirkland Park and Ride with the City of Bellevue. King County is interested in pursuing a similar process in the City of Kirkland. We intend to work with both cities and ARCH to make a TOD with affordable housing a reality.

The South Kirkland Park and Ride is adjacent to SR520 and close to Interstate 405. The Park and Ride is bisected by the boundaries of Kirkland and Bellevue. Neither city's zoning currently allows high density housing on the parcel. King County Metro Transit requests that the cities of Kirkland and Bellevue consider amendments to their Comprehensive Plans and Zoning Codes that would enable redevelopment of the parcel for a TOD project with a housing component.

Expansion of the South Kirkland Park and Ride is also a key component of the Urban Partnership Grant award recently received by King County, PSRC, and WSDOT. This grant award including funding for the replacement of the SR520 bridge, increased transit service, expansion of park and ride capacity at South Kirkland, and other measures. The award is pending legislation action in Olympia and final federal approval.

We understand that TOD with a significant housing component at the South Kirkland Park and Ride has already been included on the City's adopted planning work program. We would very much appreciate assistance from the City of Kirkland in our efforts to coordinate this task with the City of Bellevue

Amendments to both the City of Kirkland and the City of Bellevue Comprehensive Plans and related rezoning of this parcel is necessary for this project to proceed. Design details for the project have not been developed but the concept for the project includes a bus transit facility, park and ride, housing, incidental office and retail, and potentially rail facilities related to the adjacent BNSF right-of-way.

We look forward to working with the City of Kirkland.

Sincerely,

Gary Prince, Senior Project Manager
Transit Oriented Development

Council Meeting: 02/19/2008
Agenda: New Business
Item #: 11. b.

CITY OF KIRKLAND
Department of Parks & Community Services
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Jennifer Schroder, CPRP, Director, Parks and Community Services
Sharon Rodman, Environmental Education and Outreach Specialist

Date: February 6, 2008

Subject: Resolution to adopt the 20-Year Forest Restoration Plan

RECOMMENDATION:

City Council adopt the attached Resolution approving the 20-Year Forest Restoration Plan.

BACKGROUND:

The purpose of this memorandum is to present to the City Council the 20-Year Forest Restoration Plan for approval and to provide a status report on the Green Kirkland Partnership.

The Park Board reviewed the 20-Year Restoration Plan at its January 9th meeting and recommends the City Council approve the plan. Additionally, the Park Board expressed their appreciation that the plan is aggressive in its goals to restore the publicly-owned natural forested areas, but was concerned that the City needs to do more to incentivize tree retention and increase overall tree canopy on private property through the City's tree regulations.

The Green Kirkland Partnership is between the City of Kirkland, the Cascade Land Conservancy (CLC) and the community and was created to restore and sustain Kirkland's natural areas. There are currently 372 acres of publicly owned natural areas within the City of Kirkland. The Green Kirkland Partnership's mission is to conserve and sustain natural areas for the benefit and enjoyment of current and future generations.

Invasive plants such as English ivy, Himalayan blackberry, and English holly are threatening the sustainability of this important natural resource. A healthy urban forest cleans the air, moderates temperatures, enhances aesthetics, can stabilize hazardous slopes, and absorbs surface water runoff, thus reducing erosion and flooding.

The goal of the Green Kirkland Partnership is to restore the 372 acres of natural areas to a sustainable condition and create an aware and energized community in which individuals, neighborhoods, nonprofit organizations, businesses and City government are working together to protect and maintain Kirkland's natural areas.

There are three main goals that summarize the program:

- Restore Kirkland's natural areas by removal of invasive plants and planting native species for the sustainability of the urban forests, wetlands and their associated habitats.
- Build the community's capacity for long-term stewardship of the natural areas through increased public awareness of and engagement in protecting, restoring and helping to maintain healthy urban forests and wetlands.
- Establish resources to sustain the forest restoration program long-term.

To achieve these goals, the Green Kirkland Partnership program includes the following strategies: 1) develop and implement a 20-year restoration plan for the City's open space and natural areas; 2) implement an Environmental Education and Outreach program to educate and engage the community in stewardship projects to remove invasive plants and to replant with native species, seek support from businesses in both funding and stewardship, and seek grants to support stewardship activities; 3) create a sustainable volunteer stewardship program for ongoing restoration and care of our urban forests; and 4) acquire land that has ecological and habitat benefits. The following is a status report on each strategy:

20-Year Restoration Plan: In 2007, with a grant from the King Conservation District, the City contracted with CLC to develop a strategic plan on how to restore Kirkland's natural areas. The plan outlines the steps and resources necessary to create a sustainable restoration program of Kirkland's publicly owned natural areas, focusing on the forested areas.

The forested areas prove easier in the near term to address with volunteer and staff resources. As the program develops, additional natural areas such as wetlands and shorelines will be addressed. In the meantime, these other natural areas will be part of other City of Kirkland programs such as the Shoreline Master Program, Capital Improvement projects, Surface Water Management projects, critical area regulations, and Vegetation Management Plans including the Juanita Bay Park Vegetation Management Plan.

The 20-Year Restoration Plan will be a tool that:

- will educate the community on the problem of invasive plants on urban forest
- quantifies the problem and resources necessary to reverse the decline of the natural areas and how to sustain healthy forests
- identifies and recommends best management practices to carry out a strategic work plan over the next 20 years
- identifies revenue sources to consider in funding the restoration work
- identifies a volunteer stewardship program to sustain a volunteer work force
- establishes a oversight role for the Park Board

<u>Green Kirkland Partnership status</u>

Environmental Education and Outreach: In the 2007/2008 Biennium Budget, Council funded a 0.5 FTE Environmental Education and Outreach Specialist (Outreach Specialist) position for 12 months. This Outreach Specialist's primary role is to develop and implement long-term environmental stewardship and education strategies to support the Green Kirkland Program. This position began April 16, 2007.

The Outreach Specialist position is adding value to implementing the Green Kirkland Program, and the Outreach Specialist is working well with both the public and with City Parks, Public Works, and Planning staff involved with the restoration of natural areas.

A total of 54 Green Kirkland events have been held 2005-2007. Increasing the number of events means more coordination, more volunteer management, more community involvement, and increased areas of restoration. The growth of the Green Kirkland Program is shown by the increasing number of events by year:

- 7 Green Kirkland events were held in 2005
- 11 Green Kirkland events were held in 2006
- 36 Green Kirkland events were held in 2007

The following descriptions show the events and accomplishments for 2007.

1. 2007 Stewardship/Forest Restoration Volunteer Work Parties

Kiwanis Park. Five Green Kirkland Partnership volunteer events were held at Kiwanis Park (Earth Day April 21, and the last Saturday in June, July, August, and October).

Watershed Park. Ten Green Kirkland Partnership events were held at Watershed Park (2nd Saturday April through November, Northwest University event August 25, and Microsoft Day of Caring September 21).

Other Parks. A total of 21 Green Kirkland events were held to restore natural areas at the following Kirkland parks: Carillon Woods, Everest Park, Heritage Park, Juanita Bay Park, McAuliffe Park, North Rose Hill Woodlands Park, and South Rose Hill Park.

2007 Volunteer Achievements

Over 900 volunteers contributed:

- More than 3,000 hours to restore natural areas in Kirkland parks.
- Removed 47,300 square feet (about equal to one acre) of invasive plants.
- Planted more than 700 native plants.
- Provided a value of almost $ 60,000 in labor costs (Volunteer dollar equivalent: In 2006 and 2007, $18.77 per hour: http://www.independentsector.org/programs/research/volunteer_time.html.)

From 2005 through 2007, the total number of Green Kirkland volunteer hours is 4,886, which translates to a labor value of almost $91,000.

Please see **Table 1** for more details on summarized volunteer data.

Peter Kirk Elementary School

In addition to working in natural areas in Kirkland parks, assistance is being provided to Peter Kirk Elementary School to restore 3 acres of upland forest at the school. This assistance includes providing guidance and expertise, demonstrations of forest restoration activities, help with plant acquisition, and the lending of tools.

Sustainable Practices

To set a good public example, sustainable environmental practices have been developed by the Parks Senior Grounds/Urban Forester for use at volunteer events. These practices include:

- Supplying drinking water in large containers instead of individual bottles.
- Providing recycle bins to reduce waste.
- Transporting vegetation debris for conversion to compost.
- Avoiding the use of power tools to reduce fossil fuel emissions.
- Purchasing native plants from local nurseries to provide local genetic stock and to reduce miles traveled.
- Using small, city-owned electric vehicles to remove debris piles.
- Providing free wood chips from local tree companies for mulch.
- Returning empty plant pots to nurseries instead of sending them to the landfill.

2. Education and Outreach

Education is a key component in affecting change. Education is provided in person and through written educational materials distributed at volunteer events to describe restoration activities in natural areas. In addition, a PowerPoint presentation is available to increase awareness and understanding of the adverse effects that invasive plants, such as English ivy and Himalayan blackberry, have on the urban forest. The presentation was developed jointly by City staff and CLC to explain the benefits of healthy forests, the consequences of invasive plants if no action is taken to eradicate these plants from our open spaces and natural areas, and what citizens can do to restore natural areas.

Outreach Presentations

From April through November 2007, Green Kirkland Partnership presentations have been made by the Outreach Specialist to:

- East Lake Audubon Society (ELWAS), June 28th.
- Kirkland Sunrise Kiwanis Club, June 21st.
- Kirkland Council Green Tip presentation "Ivy Out-What In", September 4th.
- B.E.S.T. High School, September 17th.
- Society of Ecological Restoration Northwest Chapter, September 26th.
- Carillon Woods Park dedication speech, October 6th.
- South Rose Hill/Bridle Trails Neighborhood Association, November 13th.
- Highlands Neighborhood Association, November 15th.
- Houghton Community Council "Invasive Species Management", November 26th.
- Juanita Bay Rangers, November 28th.

A Green Kirkland Partnership display booth was set up and staffed at:

- Sustainable September Expo, Lake Washington Technical College, September 15th.
- Carillon Woods Park dedication, October 6th.

From April through November 2007, Green Kirkland Partnership presentations have been made by CLC's Green Cities Manager to:

- Kirkland Maintenance Center, August 15th.
- Kirkland Park Board, October 10th.

Peter Kirk Elementary School

From April through November 2007, educational assistance has been provided by the Outreach Specialist by:

- Site visit for guidance on forest restoration, May 23rd.
- Assistance with removal of invasive plants, June 10th.
- Assistance with native plant planting. November 8th.

Eastside Preparatory School (EPS)

EPS has added Watershed Park to its environmental education program. The outdoor classroom will be the gravel borrow pit in the southern portion of the Park. Educators and students will learn and participate in the removal of invasive plants, amend the soils to support the planting of native trees and plants as well as monitor the success of the restoration. Additional partners to assist EPS include the University of Washington, CLC, King County Natural Resources and local compost producers.

3. Advertising/Publicity and Marketing

The City's Communication Manager has helped to identify suitable advertising opportunities for the Green Kirkland Program. Events have been advertised in the following places:

- City of Kirkland Park's Green Kirkland Partnership webpage: http://www.ci.kirkland.wa.us/depart/parks/Green_Kirkland_Partnership.htm.
- CLC: www.greenkirkland.org.
- City of Kirkland cable channels.
- City of Kirkland's Green Team and Kirkland Green webpage link: www.ci.kirkland.wa.us/kirklandgreen
- City of Kirkland Parks & Community Services quarterly brochures.
- City of Kirkland volunteer opportunities:
- East Lake Washington Audubon Society (ELWAS) newsletter and announcements.

- E-mail messages to a list of Kirkland Parks volunteers and other interested people. This e-mail list has been developed over the past few years and includes contacts for schools, community groups, churches, and businesses.
- Flyers at Kirkland Library and other public places.
- http://www.ci.kirkland.wa.us/depart/CMO/Volunteering/Opportunities.htm.
- Kirkland Courier Reporter– article monthly Green Kirkland articles by Nona Ganz.
- Kirkland Courier Reporter listing and under Events.
- Kirknet for City employees.
- Sign boards at park entrances.
- Sustainable September through the Kirkland Chamber of Commerce.
- To neighborhood associations and city e-alerts through Kari Page.
- United Way of King County: http://www.uwkc.org/.
- Volunteer Match: www.volunteermatch.org.
- Washington Native Plant Society: http://ivyout.org/.

4. Partnerships, Volunteer Groups, and Sponsors

Interdepartmental City Partnerships

The Parks Department teamed at Watershed Park with Public Works for a riparian planting June 9, and with Planning and Public Works departments for Arbor Day, November 10.

2007 Green Kirkland Partnership volunteers

Volunteers included members of the following schools, community groups, non-profit organizations, faith-based groups, youth groups, and businesses:

- Boy Scout Troops 532 & 606
- Cascade Land Conservancy
- Christ Church Academy
- Church of Jesus Christ and the Latter Day Saints
- City of Kirkland Council members
- City of Kirkland Park Board members
- Clearwire
- Cub Scout Pack 550
- EarthCorps
- East Lake Washington Audubon Society (ELWAS)
- Girl Scouts
- Kirkland Church of the Nazarene
- Kirkland neighborhood association members
- Kirkland Sunrise Kiwanis Club
- Kirkland Youth Council
- Lake Washington School District
- Microsoft
- Northstar Junior High School
- Northwest University
- Outback Steakhouse
- Park neighbors
- The Watershed Company
- Tzu-Chi Foundation

2007 Green Kirkland Partnership sponsors included:

- CLC donated Green Kirkland Volunteer t-shirts at events on August 25 and November 10.
- CLC provided team leaders for most events at Watershed, Kiwanis and Everest Parks
- City of Kirkland provided staff and equipment for events, native plants for planting, and plant bulbs as volunteer gifts.
- Kiwanis Park neighbors donated refreshments at each Green Kirkland Partnership monthly event at Kiwanis Park.
- Park Place QFC donated cookies for Arbor Day/Green Kirkland Nov 10 event.
- Puget Sound Energy donated the Arbor Day tree (10-foot vine maple).
- Starbucks (Park Place, Houghton, and Rose Hill branches) regularly donated coffee for monthly Green Kirkland Partnership forest restoration events at Watershed Park, and for the Earth Day event April 21 at Kiwanis Park.
- Washington State Department of Natural Resources provided Tree City USA recognition.

Green Kirkland Partnership Team Development

Staff responsible for arranging Green Kirkland volunteer events and activities has developed assigned roles. The staff most involved in supporting Green Kirkland Partnership events and activities include: Sharon Rodman (Outreach Specialist), Nicci Osborn (Parks Coordinator), Collins Klemm (Senior Grounds/Urban Forester), and Jeff Rotter (Parks Supervisor).

5. Volunteer Management

City volunteer waiver forms used at Green Kirkland events have been updated with improved safety information. Event checklists for equipment, education, and safety procedures have also been developed.

A Green Kirkland database has been created to track individual volunteers and their hours, records of invasive species removed, and information on native plants planted. A highly-qualified volunteer experienced with data entry and processing has donated over 80 hours of time since September to develop the database.

Computer and Office Assistance

Two summer interns provided a total of 117 volunteer hours of assistance by entering volunteer data from waiver forms 2005 through 2007, researching park histories, updating website information, and advertising Green Kirkland events. Another volunteer has contributed 28 hours of assistance with advertising and publicity.

6. Monitoring

The Outreach Specialist is in the process of developing protocols for long-term monitoring in areas targeted for restoration. It is anticipated that volunteers will assist in conducting monitoring activities.

7. Capacity

Staff members have made commendable accomplishments using existing resources, but there is a strong need for more resources to cope with increasing number of events, and for more community outreach and engagement to build and maintain volunteer capacity and participation. There is also the need to train staff in volunteer management, and in scientific monitoring protocols and tracking. The City is not able to maintain support at current levels or grow the program further without additional resources.

The 0.5 FTE Outreach Specialist position is funded with one time funding and in return, as you can see from all the work accomplished this year, that this investment has significantly leveraged volunteer resources in the restoration of the City's natural areas. However, the amount of staff time that is necessary to conduct a well-coordinated volunteer event often exceeds the 20 hours a week that is currently funded. In order to stay within budget, we have for example, had to say no to requests to hold additional volunteer events, or act on several Green Kirkland requests for

community involvement. Therefore, staff will continue to evaluate the programs success and develop a schedule of events for 2008 based on the most efficient use of existing resources and continue to explore new funding opportunities to support this growing program.

Acquisition: Public acquisition of land that meets the criteria of open space is action that protects critical habitat, improves air quality, provides recreation benefits and prevents these lands from being lost to development. Once natural areas are lost to development, they are almost impossible to restore to their original condition. Supporting this strategy, in 2007 the City purchased two parcels within the Everest Park Greenbelt (4.59 acres), one parcel in the Cotton Hill park greenbelt (11,386 sq.ft.) and four parcels contiguous to the Yarrow Bay Wetlands (.86 acres).

Grants: In 2007, the City was successful in obtaining a grant form King County Conservation Futures in the amount of **$100,000** toward the purchase of the Yarrow Bay Wetlands Acquisition. The City received a second grant form the King Conservation District in the amount of **$36,000** to fund the Green Kirkland 20-year restoration plan. And last, the City received a **$7,000** grant from King County Natural Resources' "Wild Spaces in Urban Spaces" program for community outreach and stewardship activities.

Next steps and milestones for 2008

- Continue the Outreach Specialist position through 2008
- Complete the 20-year plan and submit to the Council for approval February 19th
- Continue coordinating work parties and recruiting volunteers for restoration events in the following parks: Carillon Woods, Kiwanis, and Watershed
- Begin restoration activities and events at Cotton Hill Park by partnering with the Highlands Neighborhood Association
- Begin implementation of the Juanita Bay vegetation management plan restoration work
- Identify and expand advertising and marketing opportunities
- Arrange restoration activities by contractors in areas unsuitable for volunteers, e.g., wetland areas and steep slopes. (Earth Corps, Veterans Conservation Corps and others)
- Develop appropriate protocols for monitoring restored areas
- Partner with Washington Native Plant Society (WNPS) to find funding for conducting a Natural Area Stewardship Program for volunteer leaders in 2009
- Continue volunteer development
- Continue to seek grants to support Green Kirkland Partnership
- Submit 2009/2010 service package to continue ongoing support of the Environmental Education on Outreach Specialist position

Table 1. Summary of Volunteer Achievements 2005 – 2007

Park	Date	Volunteers	Hours	Number Planted	Removed Sq. Feet Invasives	Removed Acres	Trees Girdled of ivy	Invasive Trees Removed	*Dollar Equivalent
Carillon Woods	2005	234	666						$12,014.64
Carillon Woods	2006	154	462						8,671.74
Carillon Woods	2007	30	90	0	1000	0.0230	0	0	1,689.30
		418	1218	0	1000	0.0230	0	0	$22,375.68
Everest	2005	100	400						$7,216.00
Everest	2006	45	113						2,121.01
Everest	2007	198	681	0	7000	0.1607	28	0	12,782.37
		343	1194	0	7000	0.1607	28	0	$22,119.38
Kiwanis	2005	0	0						0.00
Kiwanis	2006	0	0						0.00
Kiwanis	2007	178	615.6	97	13200	0.3030	12	60	$11,554.81
		178	615.6	97	13200	0.3030	12	60	$11,554.81
Juanita Bay	2005	0	0						0.00
Juanita Bay	2006	0	0						0.00
Juanita Bay	2007	26	95	17	750	0.0172	12	12	$1,783.15
		26	95	17	750	0.0172	12	12	$1,783.15
Watershed	2005	0	0						0.00
Watershed	2006	0	0						0.00
Watershed	2007	427	1307	508	19000	0.4362	60	80	$24,532.39
		427	1307	508	19000	0.4362	60	80	$24,532.39
Other Parks	2005	468	1332						$24,029.28
Other Parks	2006	346	1000						18,770.00
Other Parks	2007	170	560	0	0	0.0000	0	0	10,511.20
		984	2892	0	0	0.0000	0	0	$53,310.48
Totals for	2005	334	1066	0					$19,230.64
Totals for	2006	237	651	0					12,219.27
Totals for	2007	969	3169	729	47,269	1.0851	128	168	59,474.62
TOTALS: all sites, all years		**1,540**	**4,886**	**729**	**47,269**	**1.0851**	**128**	**168**	**$90,924.53**

Volunteer dollar equivalent: In 2005 $18.04 per hour; in 2006 $18.77 per hour; in 2007 $18.77 per hour (http://www.independentsector.org/programs/research/volunteer_time.html)

GREEN KIRKLAND PARTNERSHIP

January 2008

20-year Forest Restoration Plan

ACKNOWLEDGEMENTS

In 2005, the Green Seattle Partnership established a new method of evaluating and managing urban forests. This effort set the stage for engaging the public in ongoing stewardship of public natural areas. We have modeled the Green Kirkland Partnership on the Seattle program, fine-tuning it to address the needs of our community.

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VISION

"Conserving and sustaining natural areas for the benefit and enjoyment of current and future generations."

EXECUTIVE SUMMARY

The City of Kirkland has a considerable wealth of open space, parks and greenbelts. These natural areas strengthen local neighborhoods, improve property values, and make communities more attractive and vibrant. Over half of Kirkland's open space is forested natural areas. These urban forests provide numerous "GREEN SERVICES" such as cleaning our air, filtering our water, and preventing erosion.

Historically, development was seen as the biggest threat to natural areas. Public agencies, governments, land trusts and nonprofits have all worked steadily over the years to reduce this threat by purchasing and "preserving" these properties—setting them aside to allow nature to function on its own. However, we are quickly learning that the mindset of *leave nature to itself* does not work in the urban environment. Invasive plants, litter, changes in surrounding land use, pollution, and passive management are reducing nature's innate ability to function naturally. Our urban natural areas are disappearing and with them go critical services such as reduced storm water flows and lower amounts of green house gases.

The City of Kirkland is fortunate to have 503 acres of publicly owned parklands that include 372 acres of natural areas. Natural areas are places that have native habitat—forests, streams and associated vegetation, and wetlands and their buffers. Natural areas, as defined by the City of Kirkland's Comprehensive Park, Open Space and Recreation Plan (2001), provide unique natural resources and critical urban wildlife habitat. They are part of offering our citizens a balanced park system through passive recreation such as non-motorized trails, bird watching and interpretive educational programs.

Kirkland's forested natural areas

The people of Kirkland care about their forests. Kirkland's parks and natural areas make the city a great place for families. They revitalize neighborhoods. Research conducted by the University of Washington shows that homes adjacent to open space areas have property values 15% higher than other areas (WOLF 2007).

It is easy to see why parks and natural spaces are so valued. Trees sequester carbon—remove it from the atmosphere reducing greenhouse gases and purifying the air. Wetlands and streams naturally retain and filter water, preserving water quality for our drinking supply and fish and wildlife. Forests throughout the city intercept rain water and slow the rate of stormwater flows. In fact, it has been estimated that if forested natural areas were removed from the Seattle area, roughly $1 billion of constructed infrastructure would have to be built (GREEN SEATTLE PARTNERSHIP 2006).

Our green spaces also have a less measurable, but no less important, impact on the well-being of the community. It is healthy and enjoyable for people to be able to walk in parks and connect with nature: a connection that research shows can improve both mental and physical health.

Why do our forested natural areas need help?

Trees in our parks are dying. Many of Kirkland's forested natural areas are dominated by big-leaf maples that are 80 to 100 years old and reaching the end of their lifespans. Historically, typical conifers (Douglas firs and Western red cedars) were removed by logging or development. The evergreens that remain are all about the same age. In addition, the understory in many forested natural areas are heavily infested with invasive plants species such as English and Atlantic ivy, blackberry, and bindweed. These invasives have blanketed the understory and prevented native trees, shrubs, and herbaceous plants from taking hold.

Research based on the Green Seattle Partnership and analyses conducted by Seattle Urban Nature (SUN) indicate that if we do nothing to help our forests, most trees will die within the next 20 years. After 100 years, we will be left with an "ivy desert." Parks will likely be devoid of other natural vegetation and covered only by invasive species.

We must reverse the trend

Results of the tremendous volunteer effort at Carillon Woods Park
Left is the site before volunteers work. Right is the site after volunteers pulled ivy and prepared the site for planting with native species.

THE SOLUTION: THE GREEN KIRKLAND PARTNERSHIP

The Green Kirkland Partnership was developed in response to the crisis in our urban forests. The partnership is a 20-year program that will draw on City of Kirkland resources, volunteers and partners such a the Cascade Land Conservancy to restore city and publicly-owned forests. Under the program, we will 1) restore and maintain our public forest; 2) educate and engage the community in ongoing forest stewardship and 3) ensure sustainability. Elevated by civic and community leadership and the vision and skill of our public agencies, we will in the next two decades restore all of Kirkland's forested natural areas.

An important element of livable, attractive communities is greenspace. The parks, trails, and greenways that give city residents recreation opportunities and a connection to nature help sustain a vibrant urban life. At the heart of the Cascade Land Conservancy's *Cascade Agenda*, a 100-year vision for conservation and economic growth in the Pacific Northwest, is building vibrant urban communities. With its focus on forested parkland, the Green Kirkland Partnership will play a key role in meeting that goal.

The Green Kirkland Partnership will first focus on forested natural areas. These areas prove easier in the near term to address with volunteer and staff resources. As the program develops, additional natural areas such as wetlands and shorelines will be addressed. In the mean time, these other natural areas will be part of other City of Kirkland programs such as the Shoreline Master Program, Capital Improvement projects, Surface Water Management projects, critical area regulations, and Vegetation Management Plans including the Juanita Bay Park and Forbes Creek Vegetation Management Plans.

THE PARTNERS

Many groups contribute to the Green Kirkland Partnership, each important to the future of our green spaces. These groups include the citizens of Kirkland, the City of Kirkland, the Cascade Land Conservancy, park visitors, as well as business, youth, faith-based, and nonprofit organizations and the greater Kirkland community.

THE PLAN

This 20-year strategic plan to restore Kirkland's forest uses the Green Seattle Partnership as a model. The Green Kirkland Partnership plan, which is presented in this document, outlines the steps necessary to create a sustainable forest restoration program in Kirkland. The plan includes the partnership's goals and objectives and defines the resources needed for implementation.

Planning for this document included an analysis of Kirkland's publicly-owned forested natural areas and the ability of our citizens to contribute as stewards to that effort. We held a public meeting and surveyed the community for input on where and how we should develop the program for restoration and acquisition, and for building volunteerism. The feedback was exceptional, and these ideas have been used throughout the document. These public comments will also further help determine goals and objectives for annual plans.

The document is divided into four basic sections:

1. The Problem: Invasive species–overviews of the threat to Kirkland's forests
2. The Solution: The Green Kirkland Partnership–description of partners and their roles
3. Implementation: Detailed description of the program
4. Adaptive Management: Brief overview of this concept.

The Executive Summary and the appendices offer, respectively, a synopsis of the program and in-depth information on some of the work completed to prepare the plan.

GREEN KIRKLAND PARTNERSHIP GOALS

The following are Green Kirkland Partnership's goals:

- Restore Kirkland's public forested natural areas by removing invasive plants and replanting native trees, shrubs, and ground covers for the sustainability of the forest and its habitat
- Build the community's capacity for long-term stewardship of the forested natural areas through increased public awareness of and engagement in, protecting, restoring, and helping to maintain healthy forests
- Implement an Environmental Education and Outreach program to educate and engage the community in stewardship projects
- Create a sustainable volunteer stewardship program for ongoing restoration and care of our forested natural areas
- Identify and protect additional forested natural areas that provide important ecological and public benefits
- Establish resources to sustain the program for the long-term
- In the future, extend the program to non-forested natural areas such as emergent wetlands and shorelines
- Educate citizens and landowners about the benefits and value trees provide and the importance of protecting and stewarding trees and forested natural areas

IMPLEMENTATION

To track the success of the Green Kirkland Partnership, a "balanced scorecard" (a commonly used business tool) will be used to outline key steps in reaching the desired outcomes of the program. By conducting fieldwork, engaging the community, and obtaining sufficient resources, the 20-year plan calls for restoring 372 acres of natural areas by 2028 and creating a long-term practice of community stewardship.

WHERE TO ALLOCATE RESOURCES: USING THE TREE-IAGE METHOD

Prioritizing where to devote resources is necessary to reach the Green Kirkland Partnership goals. In the first 5 years of the plan, restoration will focus on areas of high ecological value and high community interest, and equal distribution across neighborhoods. As community involvement grows and we develop a Natural Area Steward program, more resources will be available for acres that are not the highest priority.

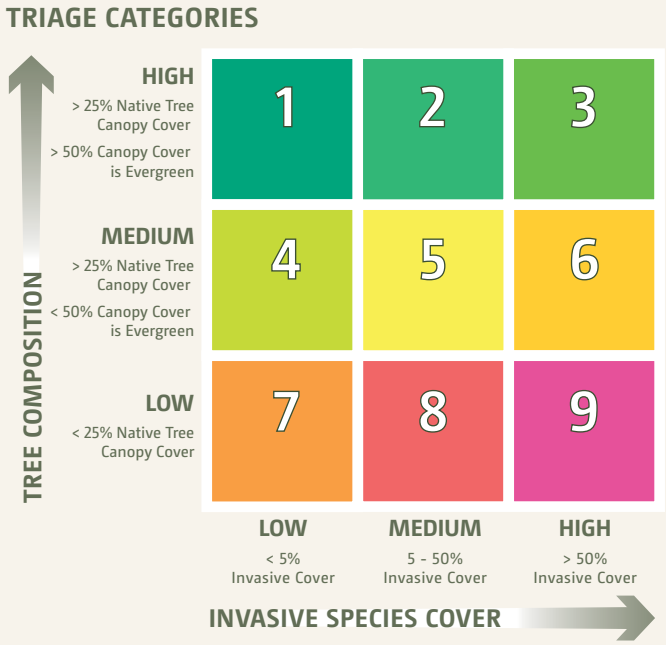
Urban forests are highly variable habitats not adequately managed with typical forestry practices. Given this variability, the Green Seattle Partnership developed an evaluation methodology known as the Tree-iage model.

The Tree-iage model evaluates forested natural areas in terms of forest composition and level of invasive species coverage. As part of the Natural Area Assessment, the Green Kirkland Partnership used the Tree-iage model to evaluate all 372 acres of forested natural areas in Kirkland.

Conifer forests are the target forest composition for restoration because they provide greater long-term benefits than do shorter-lived deciduous trees. Conifer forests were the typical Pacific Northwest forests in our parklands before development. In forest succession, as the pioneering deciduous trees die out at around 60 to 80 years, they are replaced with longer-living conifers that can survive 200 or more years. However, lack of conifer trees in the over- and understory has greatly impaired the forest's ability to move into the next stage of succession. Without a seed bank or a supply of growing conifers, the tree cover of the parks is drastically reduced as the alder and bigleaf maple reach the end of their natural lifespans.

According to the evaluation for the plan, less than 13% of Kirkland's forested natural areas fall under "high" invasive threat. While more than half (60%) of the city's forested natural areas fall within "low" invasive threat, only 10% is classified as "high" value conifer, which is the desired condition for forested natural areas. Most of Kirkland's forested natural areas (60%) are within the "medium" value forest (predominantly native deciduous canopy) categories.

The Tree-iage model categories indicate forest condition.



The size of ivy vines makes it easy to see how this invasive plant brings down trees.

COMMUNITY ENGAGEMENT

In 2005 and 2006, the Green Kirkland Partnership logged 1,100 volunteer hours, with 388 participants. In 2007, events held between April and November in Watershed Park and Kiwanis Park included 600 volunteers and contributed nearly 2,000 hours to stewardship.

Community members, community-oriented groups, and corporate sponsors are coming together to rid our parks of invasive species and help sustain them for the future. Community engagement is one of the most rewarding steps in a successful restoration movement. There are many opportunities to engage the community in ivy removal, to raise awareness of the problem, to help neighbors meet each other, to train community members to take action in their own backyards and their local parks, and to develop overall stewardship of natural areas.

At Carillon Woods Park in 2006, volunteers spent 462 hours, an amount equal to a total capital improvement cost of $8,672 based on labor valued at $18.77 per hour (Corporation for National and Community Service 2006). Carillon Woods Park is nearly 9 acres, however, and volunteers spent those hours working in only one acre.

It's easy to get overwhelmed by the numbers and the work ahead, but through community engagement we can tackle such a large project.

In the past 10 years, groups like Seattle Parks and Recreation, Cascade Land Conservancy, Washington Native Plant Society, EarthCorps and others have conducted more than 30 pilot projects in Seattle. From these projects comes knowledge of the specific skills and timing necessary for success and development of best management practices (BMPS) for field work.

PHASES OF RESTORATION

One of the unique BMPs developed by Green Seattle Partnership is a 4-phase approach to restoration field work. The approach has been highly successful for several reasons. It recognizes that it takes several years to restore a site, and that restoration activities fall into four major categories: 1) removing invasive species, 2) replanting native plants and secondary invasive removal, 3) plant establishment and, 4) sustaining restoration through maintenance and monitoring. This approach is key for allowing a site to become fully restored for the long-term, not just for one growing season.

Phase	Task(s)	Range of labor investment (hours/acre)	Average labor investment (hours/acre)
1	Invasive plant removal	50 to 1400	700
2	Planting and secondary invasive removal	50 to 200	100
3	Plant establishment	25 to 100/year for up to 3 years	40/year for up to 3 years
4	Long-term monitoring and maintenance	0 to 20 annually	5 annually

Field work under the Green Kirkland Project will be in phases.

Sharon Rodman educates Northwest University students about forest restoration at Watershed Park.

In Phase 1, the focus is on hand weeding, with an average of 700 person hours needed per acre. Phase 2 requires an average of 40 hours of hand weeding in the spring followed by an average of 100 hours of fall planting. By Phase 3, the required total hand weeding, watering, and mulching should average 40 hours. Phase 4 involves stewardship maintenance as necessary, which is an average of 4 hours per acre.

According to Green Seattle Partnership analysis, in 2005 average restoration costs (for crew time only) was $20,000 for a single acre, depending on site conditions and Tree-iage category.

The Green Kirkland Partnership has estimated restoration costs based on the Green Seattle analysis for field work and added additional staff costs including: volunteer coordinator, outreach specialist, field project manager, a six-member field crew, materials and some maintenance costs. It is projected that over the course of 20 years, this staff and field component will cost $5.2 million, which is far more affordable than the cost of simply hiring paid crews to complete the necessary restoration. The discount arises from community volunteers who will contribute one hour for every staff hour invested. Working side by side with volunteers the partnership will leverage an additional $4.4 million in volunteer value over the next 20 years.

Although $5.2 million may seem like a lot, it is an economical means for improving our park system. Purchasing new parklands within Kirkland is expensive—current land values are in the hundreds of thousands of dollars per acre, so $20,000 per acre is great value for the resource created and protected.

Tree-iage category	Average restoration cost	Acres	Total cost / category
1	$2,800	13.16	$36,848
2	$9,500	22.32	$212,040
3	$15,400	1.73	$26,642
4	$9,500	139.86	$1,328,670
5	$16,100	76.95	$1,238,895
6	$22,000	6.84	$150,480
7	$15,400	70.56	$1,086,624
8	$22,000	4.2	$92,400
9	$27,900	36.48	$1,017,792
		TOTAL	**$5,190,391**

The estimated cost of city staff and crew time for restoring Kirkland's forested natural areas is about $5,200,000.

ENSURE SUSTAINABILITY

Long-term sustainability requires thinking and planning for the future. To this end, the Green Kirkland Partnership's 20-year program involves clear annual goals and benchmarks, biodiversity assessment and evaluation, citizen stewardship, tracking and monitoring, and coordination among many partners. Sustained healthy parklands and greenspaces require an investment of our civic organizations and citizens to maintain these assets. The Green Kirkland Partnership envisions parks that are cared for by more stewards and require less formal parks maintenance and operations over time. A community-driven park project can convert an area from a nuisance to city gem.

GETTING INVOLVED: LEAVING A LEGACY

The implementation of this plan will require community education and training, volunteer coordination, city and staff resources, and funding. The City of Kirkland cannot restore the forested natural areas alone. Community assistance is needed to turn the current trend of forest decline.

Kirkland residents can do many things to help out:

- Volunteer for a work party
- Find new community partners
- Sponsor events
- Identify priority restoration sites at a nearby park
- Start a local work party group
- Join the Natural Area Steward Program
- Remove invasives from a backyard or right-of-way
- Tell a neighbor or school about the problem and how they can help.

Our forested natural areas greatly benefit the people who live in Kirkland. They inspire community engagement and leadership through the opportunities they create for education, meeting neighbors, and training youth groups in how to become better stewards of the environment and natural resources. But above all, our forests create great neighborhoods.

Kiwanis Park: Earth Day 2007

INTRODUCTION

Kirkland's wealth of open spaces, parks, and greenbelts make our neighborhoods active and vibrant and improve property values. More than half these open spaces are forested natural areas. Our urban forests provide numerous "green" services—they clean the air, filter our water, and prevent erosion. Increasingly, they also involve us in the community. More than 1,000 volunteers have volunteered with Parks and Community Services in some capacity to restore our parks since 2005.

Historically, development has been the biggest threat to natural areas. Public agencies, land trusts and nonprofits like the Cascade Land Conservancy have worked over the years to reduce the threat by purchasing and preserving open space. Many of these properties have been set aside to allow nature to function on its own—free from human impacts. We're quickly learning, however, that the leave-nature-to-itself mindset doesn't work in cities. Invasive species, litter, changes in surrounding land use, pollution, and passive management all reduce nature's innate ability to function naturally. Urban natural areas are disappearing and with them the land's ability to reduce stormwater runoff and absorb greenhouse gases.

A major factor in the decline is the presence of non-native plant species like English ivy (*Hedera helix*) Himalayan, and evergreen blackberry (*Rubus armeniacus, R. laciniatus*), Scot's broom (*Cytisus scoparius)*, and bindweed (morning glory) (*Convolvulus arvensis*). These invasive weeds prevent native trees and shrubs from reseeding by blanketing the understory, where they outcompete native plants. Invasives like English ivy climb into treetops where their weight can topple trees. In the Puget Sound region, the problem is compounded by a forest canopy that is now mostly big-leaf maple (A*cer macrophylum*), and red alder (*Alnus rubra*) at the end of their lifespans. As these deciduous and other native trees succumb to age, no new seedlings are there to replace them, resulting in a net loss of forest.

Our city's natural areas require human intervention to prevent the magnitude of habitat loss forecast for Kirkland. To promote the community participation needed to do this, the City of Kirkland has partnered with the Cascade Land Conservancy to develop a 20-year, citywide forest restoration and stewardship program known as the *Green Kirkland Partnership*.

WHY WE NEED A GREEN KIRKLAND PARTNERSHIP

By 2030, an additional 27,430 people (a 13% increase) and 13,330 new households (20% increase) are expected in Kirkland (Puget Sound Regional Council 2006). One of the challenges facing our city is how to accommodate this growth while maintaining a strong economy and attractive community. Kirkland has used higher density housing as one way to handle growth. Yet increased condominium and multi-family development means less personal access to open spaces. In years to come, these residents will have an even greater need for parks than will residents of single-family homes.

Parks, trails, and greenways give people who live in cities recreational opportunities and a connection to nature that helps sustain a vibrant urban life. These greenspaces are an important element of livable, attractive communities. Urban developments like condos, townhouses, and office parks in Kirkland are considered more desirable when open spaces are conveniently located (bike or foot access). Still other studies show property values can be 15% higher for homes adjacent to greenbelts.

An important element of livable, attractive communities is greenspace. The parks, trails, and greenways that give city residents recreation opportunities and a connection to nature help sustain a vibrant urban life. At the heart of the Cascade Land Conservancy's Cascade Agenda, a 100-year vision for conserva-

Research shows that trees are critical capital assets, just like roads, bridges and schools. Says , James R. Lyons, executive director of the Casey Trees Endowment Fund. "Trees are a significant investment that provide value to cities and residents...people don't think about them until they're gone."

tion and economic growth in the Pacific Northwest, is building vibrant urban communities. With its focus on forested parkland, the Green Kirkland Partnership will play a key role in meeting that goal.

In 2003, Kirkland set a goal to increase canopy cover to 40% (City of Kirkland 2003). Recognizing the importance of trees as public assets, the city identified the need for a comprehensive public tree management program. In 2006, The City of Kirkland joined the Cascade Land Conservancy to form the Green Kirkland Partnership. The partnership aims to restore Kirkland's publicly owned forested natural areas over the next 20 years. The strategies we offer to meet this goal are simple. With the help of Kirkland's volunteers, and the experiences of our sister program, the Green Seattle Partnership, we will create a model for forest restoration. In the process, the Green Kirkland Partnership will create a legacy of healthy forests, beautiful neighborhoods, and an engaged citizenry.

BENEFITS OF A GREEN KIRKLAND PARTNERSHIP

The benefits of restoring Kirkland's forested natural areas are numerous. Forests give us a higher quality of life through a cleaner environment, reduced stormwater runoff and erosion, and the ability to enjoy nature close at hand.

Benefits of a Sustainable Forest

Benefit	How Forests Work for the City
Reduces Stormwater Runoff	Tree canopies reduce the fast rate at which rain falls to the earth. Water enters the ground more slowly under trees and is better absorbed and filtered into groundwater than when it runs off surfaces. Conifers and other evergreen plants and trees grow year-round. This process moves water up from the ground, through plant tissues, and into the atmosphere as water vapor. The amount of water in the top 2 feet of the soil is reduced, leaving more room for additional rainwater to flow into the soil.
Improves Water Quality	Plant roots absorb soil water that contains both nutrients and pollutants. Some pollutants are transformed by plants through metabolism. Others are trapped in woody tissues and released only when a tree decomposes.
Reduces Erosion	As the canopy of trees slows the speed of rain falling on the earth, that rainwater has less energy to displace soil particles. Soils under a canopy and the thick layer of leaf litter are protected from the erosive energy of rainwater.
Increases Property Values	Homes that back up to greenbelts may be valued at up to 15% more than comparable homes not near a park. Forested natural areas provide residential properties an adjacent natural area for walking and passive recreation activities such as bird watching.
Improves Air Quality	Plant leaves absorb carbon dioxide and produce oxygen through photosynthesis. The surface of leaves traps airborne dust and soot.
Makes Communities More Attractive	Vegetation provides visual relief from the built environment. Trees and stretches of parkland can soften the angular edges of buildings, while the natural tones of bark and foliage are easy on the eyes.
Reduces Global Warming	Trees absorb greenhouse gases like carbon dioxide and store the carbon in woody tissues. Trees also modify "albedo," the reflectivity of sunlight on the earth's surface. The combination of the two effects can make the urban forest a remarkably cool spot in the urban heat island.
Provides Wildlife Habitat	Wild animals have unique requirements for food and shelter. Raccoons and crows adapt well to urban environments. Many native species do not. They require a variety of plants and multiple layers of canopy to forage and nest.
Buffers Noise	Tree canopies dampen sound by intercepting sound waves.

1. THE PROBLEM: INVASIVE SPECIES

Kirkland's' forested natural areas are in decline. After decades of invasion by non-native species, many of the city's natural areas are overrun by aggressive non-native weeds. In many areas, the only thing left is an unsustainable condition that will not allow native species to grow back on their own. The result is what biologists call an ecological "dead zone" of dead trees and vegetation buried in ivy and other invasive plants.

English ivy shown here and other invasive species are creating "dead zones" in our urban woods.

Figure 1. City of Kirkland open space and park ownership

KIRKLAND'S NATURAL AREAS

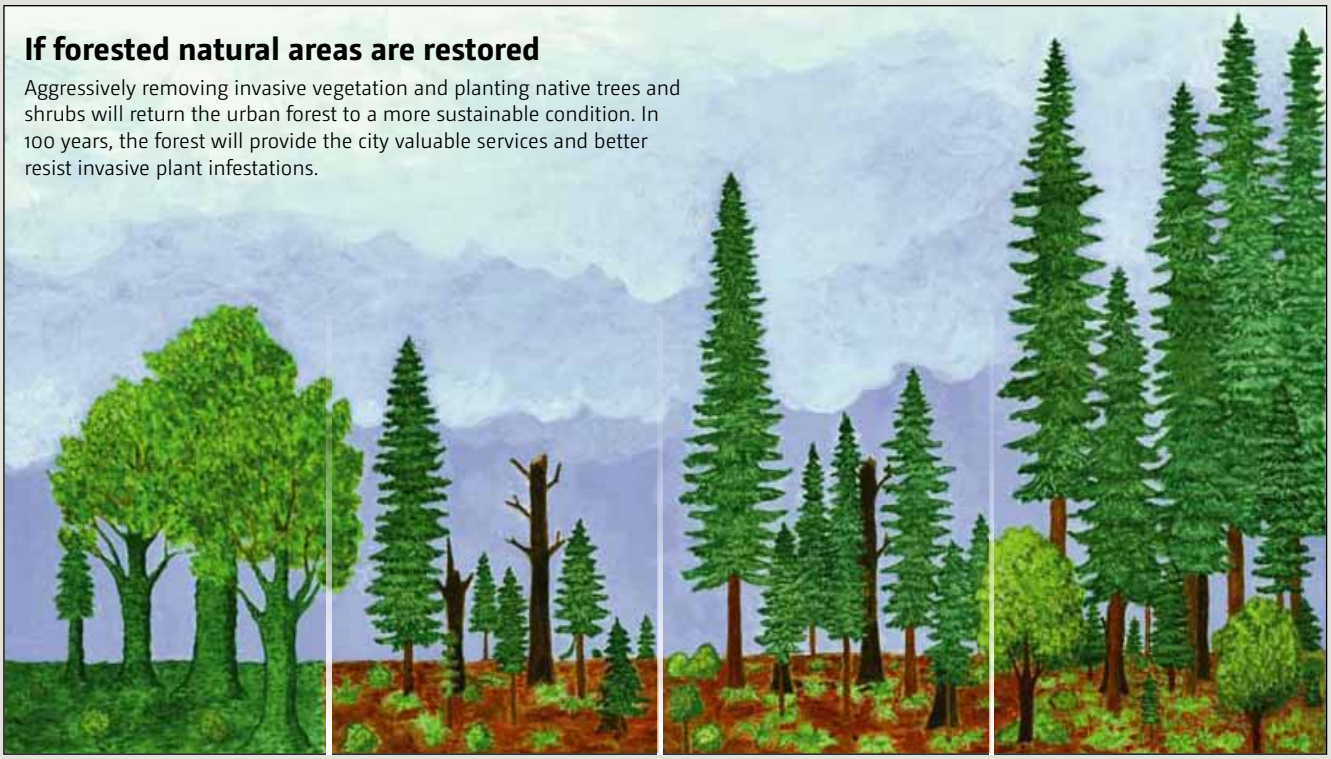
Natural areas include forests, lakes, shorelines, wetlands, streams and buffers. These undeveloped properties support habitat for aquatic and terrestrial plants and animals and maintain natural ecological processes such as water quality, air quality, and stormwater control. Natural areas maintain distinct ecological communities that are becoming increasingly rare in urban areas.

Where appropriate, natural areas give residents recreational opportunities including trails, wildlife viewing, interpretive educational and cultural programs, and signage to learn about the environment and local history.

Kirkland's publicly-owned forested natural areas cover 372 acres of the Park and Community Services department's 503-acre ownership. This forest is fragmented and broadly dispersed among small pocket parks such as Brookhaven (~1 acre) to large woodlands like Watershed Park (73 acres) Some of Kirkland's forest even lie outside of the city (Figure 1).

Forested natural areas include public parks with greater than 25% tree canopy and are not maintained, mowed or landscaped (Figure 2). Maintained parks such as ball fields, playgrounds, beaches, orchards or open fields provide important open space benefits, but are not considered appropriate for forest restoration.

Figure 2. Two examples of forested natural areas in Kirkland
Left is Watershed Park, which is appropriate for forest restoration. Right is the highly-maintained Highlands Park, which is inappropriate for forest restoration.



PRESENT
Forested natural areas are dominated by deciduous trees, such as big-leaf maples and alders, nearing the end of their life. After decades of neglect, non-native invasive plants such as English ivy are smothering native vegetation and weakening native trees.

IN 20 YEARS
Through restoration efforts and long-term maintenance, the non-native plants are removed. Native groundcovers, shrubs and evergreen trees such as Douglas firs and Western red cedars and hemlocks are planted.

IN 50 YEARS
As the evergreen trees grow, they shade out sun-loving invasive plants such as blackberry. Native understory plants thrive.

IN 100 YEARS
With continued stewardship, the maturing forest requires less care and provides greater benefits to the city.

THE SUSTAINABLE FOREST

Historically, large, long-lived, conifer forests dominated the Pacific Northwest. These trees included Douglas fir, Western red cedar and ultimately grand fir and Western hemlock.

Conifer forests covered much of the land base and often extended to the edge of Lake Washington. Early settlers first disturbed these natural areas when they cleared the land for development or views, channelized and piped streams and seeps, and drained or filled wetlands.

Today, some of these cleared areas have been re-colonized by short-lived, fast-growing native deciduous species like big-leaf maple, cottonwood, willow and red alder. Without further disturbance Douglas fir and Western red cedar will re-establish and move the forest back to a typical Pacific Northwest condition. This process, known as succession, typically takes about 100 to 150 years. In the Green Kirkland Partnership, we use this historical forest condition as a reference habitat type for restoring Kirkland's forested natural areas.

WHY KIRKLAND'S FORESTED NATURAL AREAS ARE DECLINING

Five basic problems prevent the city's forested natural areas from sustaining themselves as native habitat:

1. Fragmentation
2. Declining canopy
3. Invasive-dominated understory
4. Native species struggle to regenerate
5. Inadequate funding for natural area management/ restoration.

Fragmentation

Kirkland's forested natural areas are widely dispersed throughout the city due to development. Many are isolated and lack connectivity to other natural areas. Fragmentation often results in habitat degradation and loss. It poses significant challenges to the diversity of native plants and wildlife species that use several habitat types throughout their life stages. Fragmentation also increases the exposure of forested natural areas to human impacts, pollution, and invasive species.

Declining Canopy

Several factors contribute to the loss of Kirkland's forest canopy in parks and open spaces. Deciduous trees make up a disproportionate share of the forest canopy. Based on an assessment of Kirkland's forested natural areas by International Forestry, pioneering alder and big-leaf maples nearing the end of their lifespan now comprise more than **90%** of Kirkland's natural area forest canopy.

The high proportion of mature deciduous trees in the canopy will continue to rapidly decline. Most over-mature deciduous trees are either dead or dying, allowing sunlight to reach the ground surface. Because most invasive species are more aggressive in full sun, the loss of canopy has allowed invasive plants to become the dominant species in many areas of Kirkland's forests.

Removal of vegetation along many riparian areas including streams, wetlands, and their buffers has resulted in a complete loss of native species cover. Many streams are now buried under a canopy of invasive species such as blackberry, ivy, or reed canary grass. Loss of native vegetation along our aquatic habitats results in significant impacts on stream temperatures and water quality that influence aquatic species such as salmon.

Invasive-Dominated Understory

In the understory, invasive plants now out-compete native Northwest plants. Invasive species cover the ground and block native species from sprouting. Especially alarming is English ivy. English ivy, through a combination of root and leaf competition and sheer mass, can kill deciduous trees within 20 years. Ivy and morning glory look green and harmless, but they quickly spread from an understory blanket into the tree canopies, covering leaves and blocking photosynthesis. Their weight alone is enough, over time, to break branches and stunt growth. Meanwhile, blackberries and Scot's broom work in the understory to crowd out ferns and other native species.

Currently, invasive plant growth outpaces the stewardship available to control it. Without intervention, the result is slowly dying forested natural areas with little or no chance of returning to a native ecosystem.

English ivy destroys trees through sheer mass and competition for sunlight.

If forested natural areas are not restored

Aggressive non-native vegetation will dominate the urban forest unless removed. In 100 years, the trees will be gone. City officials estimate that potentially billions of dollars in services such as stormwater control will be lost.

PRESENT
Forested natural areas are dominated by deciduous trees, mainly big-leaf maples and alders, nearing the end of their life. After decades of neglect, non-native invasive plants, such as English ivy and wild clematis, cover the ground and grow up into the tree canopy.

IN 20 YEARS
Invasive plants outcompete and grow over existing native vegetation, blocking the sunlight plants and trees need to thrive. English ivy now dominates the tree canopy, making the trees weak, top heavy and susceptible to windfall. Eventually, trees die or fall over.

IN 50 YEARS
The trees are gone. Only a few native shrubs struggle to survive the stress of competition with invasive plants.

IN 100 YEARS
The forest is destroyed. Native trees can no longer establish on their own. We are left with a dense "ivy desert." Very few plant species can live, and forest biodiversity is gone. Such conditions provide homes for rats and scarce habitat for more desirable urban wildlife.

Native Species Struggle to Grow Back

Native species regeneration—especially conifers—is greatly limited in Kirkland's parks. Several factors contribute to this problem. The loss of forested areas due to logging and development left a limited seed source for native trees. Invasive plants reduce native plant regeneration by out-competing or smothering seedlings. In addition, urban disturbances such as development, landscaping, and clearing for views, trails, and light have played a significant role.

Inadequate Resources for Natural Area Management

In the past, resources for natural area management have been limited. Through benign neglect, natural areas were left to themselves under the mistaken assumption that they were self-sustaining. This passive management has directly led to the current problem. Until recently, the idea that natural areas take care of themselves meant that limited funds were budgeted for planting native species or removing invasive plants.

Natural succession cannot occur without a conifer seed base and healthy understory plants, which in Kirkland are currently missing or greatly impaired. The level of need far exceeds current staffing and funding.

CURRENT STAFFING

The Parks and Community Service department has eight full-time employees (FTE) horticultural staff members. Together with seasonal workers and students, these eight staff do most of the on-the-ground parks maintenance—mowing, restroom cleaning, athletic field maintenance, litter and other general duties. Only one staff member, the Senior Grounds and Urban Forester, works to remove invasive plants and restore natural habitats. This FTE spends less than 1% of the position on this task.

The Park Operations Manager is the primary contact for environmental stewardship and restoration of Kirkland parks. This FTE oversees organization and guidance of volunteers.

In April 2007, Parks hired an Education and Outreach Specialist to help increase volunteer participation and investment in natural area restoration through the Green Kirkland Partnership. This staff member is a temporary (1 year) 0.5 FTE position.

From the Planning Department, the Urban Forester provides a broad range of city activities, but only about 5% of the 0.5 FTE position is for natural areas. Most of the Urban Forester's time is dedicated to permitting and private property matters.

The Public Works Department is responsible for habitat restoration along city streams and other significant water bodies, such as lakes. Most staff in the Public Works Department incorporate natural area issues in their work. However, currently no staff is entirely devoted to natural areas.

The Public Grounds Division is responsible for removing invasive plant species along city trails, paths, and rights-of-way. Staff currently consists of three FTE staff, one temporary FTE, a 0.5 FTE field arborist, and several seasonal workers. The arborist works with trees in rights-of-way and on public grounds (fire stations, City Hall, and turf medians).

The Public Grounds Supervisor is responsible for establishing stewardship practices in city rights-of-way and public grounds. Stewardship practices include removing invasive plants, limiting pesticide use and selecting the appropriate plants. There is no dedicated staff position to stewardship of forested natural areas.

FUNDING

In addition to the City's general fund—which supports current staffing levels—funding has been dedicated through the 6-year capital improvement budget of $50,000 annually to Green Kirkland Partnership program management and restoration activities.

Additional funding for natural area restoration is derived from grants such as the King Conservation District, Conservation Futures, Washington Wildlife and Recreation Coalition (WWRC) and the King County Department of Natural Resources. While grant funding is adequate for specific projects, these sources are not stable, long-term funding sources that will allow Kirkland to carry out a long-term stewardship and restoration program.

VOLUNTEERS

Since 2005, 1,500 volunteers have contributed 4,700 hours to natural area restoration. These volunteers have pulled invasives including ivy, holly, Scot's broom and blackberry, picked up litter, planted native species, and helped with other maintenance tasks. At the national volunteer rate of $18.77 per hour, volunteer hours account for $88,219 in labor over the last 3 years. However, with 372 acres of forested natural areas to restore, invasive species growth will quickly outpace these efforts. Volunteer hours must significantly increase if we are to reverse the decline of Kirkland's forests over the next 20 years. With long-term community investment, our forested natural areas can be restored and sustained long into the future as a high-quality capital assets.

2. THE SOLUTION: The Green Kirkland Partnership

OUR VISION

The vision of the Green Kirkland Partnership is to restore all of Kirkland's forested natural areas to a sustainable—invasive free—urban forest condition and build an aware, energized community in which individuals, neighborhoods, nonprofits, businesses and city government work together to protect and maintain Kirkland's urban forests for current and future generations.

Inspired by the Green Seattle Partnership, the City of Kirkland asked Cascade Land Conservancy to partner with it to help make the city's vision of a sustainable, healthy forest a reality. In 2005, Kirkland began restoration in earnest by launching Green Kirkland Partnership volunteer events to attract residents to begin restoration and heighten community awareness of the problem. The city hosted work parties to remove ivy the first Saturday of each month through the spring and summer of that year. These volunteers contributed 1,100 hours.

Since then, the Green Kirkland Partnership has accomplished the following:

- Initiated restoration projects at Carillon Woods and Watershed Park
- Worked with Kiwanis Park neighbors and the Market Neighborhood Association to develop and conduct regular monthly work parties at Kiwanis Park
- Met with local nonprofit organizations, schools, and businesses to build community engagement
- Increased volunteer turn out at work parties from 1,700 hours in 2005/2006 combined to 3,000 hours in 2007
- Hired a Parks Environmental Education and Outreach Specialist to facilitate outreach, recruit and manage volunteers, coordinate a Green Kirkland Partnership staff team, liaise with other City of Kirkland departments, and arrange volunteer events
- Developed a summer youth program, Teens Assisting Sustainable Kirkland (TASK), to hire youth to work with parks ground crews. TASK worked to restore natural areas, particularly the removal of invasive plants at Juanita Bay Park. Five teens were employed in the summer of 2006.

OUR GOALS

To make our vision a reality, the Green Kirkland Partnership plans the following:

- Restore Kirkland's public forested natural areas by removal of invasive plants and replanting of native trees, shrubs, and ground covers for the sustainability of the forest and its habitat
- Build the community's capacity for long-term stewardship of the forested natural areas through increased public awareness of and engagement in protecting, restoring and helping to maintain healthy urban forests
- Implement an Environmental Education and Outreach program to educate and engage the community in stewardship projects
- Create a sustainable volunteer stewardship program for ongoing restoration and care of our forested natural areas
- Identify and protect additional forested natural areas that provide important ecological and public benefits
- Establish resources to sustain the program for the long-term.
- In the future, extend the program to non-forested natural areas such as emergent wetlands and shorelines.
- Educate citizens and landowners about the value trees provide and the importance of protecting and stewarding trees and forested natural areas

By 2028, the Green Kirkland Partnership will have restored all 372 acres of forested areas, increased annual volunteer hours to 14,000 at the program's peak, created a Natural Areas Steward program to support and recognize volunteers, protected additional natural areas through public ownership and private landowner stewardship, and increased funding and staff resources to sustain the program. Building on the great work the partnership has already done, our city will become a spectacular place to live, work and play for generations to come.

MANAGEMENT

The Parks and Community Service department, with oversight by the Parks Board, will have primary responsibility for implementation of all Green Kirkland Partnership activities. Additional support and coordination may be provided by an interdepartmental Green Team and a potential Citizen Advisory Committee.

Parks Board

The City of Kirkland Park Board is an advisory board appointed by council. It is made up of eight citizens and includes one youth member that is appointed by the City Council to the board. The Parks Board will serve as the main oversight committee for the Green Kirkland Partnership.

Green Team

The City of Kirkland's Green Team (formerly known as the Natural Resource Management Team) is a coordinating committee that reviews and streamlines all environmental and restoration activities between City of Kirkland departments and programs. Green Team work includes environmental education projects, salmon protection, vegetation management guided by the city's Natural Resource Management plan (2003) and the Green Kirkland Partnership. Staff from Parks and Community Services, Planning and Community Development, Public Works, Finance, Information Technology and the City Manager's Office are all represented on the Green Team.

Advisory Committee

The city is reviewing the possible formation of a Citizen Advisory Committee. This committee would provide guidance for sustainability and natural resource management for the Green Team. The committee would also be a complimentary advisory team to oversee and guide the work of the Green Kirkland Partnership through annual planning, budgeting, and implementation. The roles and responsibilities of the committee will be worked out in the future, but it is recommended that at least one Green Kirkland Partnership Natural Area Steward represent community volunteers on the committee.

ROLES AND RESPONSIBILITIES

City of Kirkland

PARKS AND COMMUNITY SERVICE

The Parks and Community Service department is ultimately responsible for maintaining and restoring the city's forested natural areas. Parks' staff and volunteer coordinators are directly involved in the Green Kirkland Partnership. Parks will provide the partnership with technical expertise and a skilled workforce. Parks also plans restoration work and sets annual restoration goals and site priorities. They will perform restoration and maintenance activities in forested natural areas and where appropriate fund commercial crews to supplement this work.

The Parks' Coordinator and Education and Outreach Specialist positions will promote the partnership throughout the community to recruit volunteers to volunteer events. Parks will support volunteers with education materials, training, field supplies and equipment, and will acknowledge volunteers for their contributions.

PUBLIC WORKS

SURFACE WATER UTILITY

Surface Water Utility (SWU) goals are to reduce flooding, improve water quality, and restore aquatic habitats in each watershed. The SWU is part of the Public Works Department. SWU interests intersect with Green Kirkland Partnership forest restoration efforts that directly contribute to water quality, stormwater management and habitat, especially near streams. Parks will collaborate with SWU when planning restoration events along streams. In return, SWU will provide guidance and support, continue public outreach and education on the importance of forested natural areas to water quality and other Public Works programs, engage volunteers in a water quality monitoring program for lakes and streams such as Forbes Lake, Totem Lake, and Forbes Creek, and conduct city-funded riparian and fish passage habitat improvements.

PUBLIC GROUNDS DIVISION

The Public Grounds Division (PGD) will remove invasive plants in city rights-of-way, and establish a proactive tree management program. PGD will work with the City of Kirkland's GIS

Department to manage the city's Tree Inventory, which is an inventory of every street tree in city rights-of-way, and includes tree species, tree condition and health, and a monetary value for each street tree. The 0.5 FTE Field Arborist will help evaluate and restore trees within public parks and within the city's rights of way.

Cascade Land Conservancy

Cascade Land Conservancy will continue to work in partnership with the City of Kirkland and the community to advance the goals and vision of the partnership. To meet these goals, CLC will continue to serve as a resource for staff and volunteers. CLC will advise implementation of the 20-year plan and development of annual plans, offer technical training and support for staff and volunteers, recruit volunteers by advertising volunteer events, and provide networking opportunities for funding and resource support among other Green City partners. As needed, CLC will also provide assistance with open space acquisitions.

Volunteers

Natural Area Steward groups and community volunteers are the core labor force for restoration and maintenance of natural areas. They bolster community interest and support for local parks and greenways through their advocacy. The Green Kirkland Partnership will work with community members to provide field leadership training and do site planning. Leaders trained for the program will be called "Natural Area Stewards."

Nonprofit Organizations

Conservation work crews—EarthCorps, Washington Conservation Corps, and Volunteers for Outdoor Washington—have played a significant role in urban natural area restoration. These organizations provide service-learning and job-training opportunities for program participants. For the Green Kirkland Partnership, groups like these and other private landscape crews will work on a contract basis in three capacities:

1. Perform restoration work in areas that are not or cannot be served by volunteers, or for which the city does not have adequate staff capacity
2. Organize or lead volunteer restoration events
3. Facilitate outreach to engage other youth, civic, business, and community organizations.

Commercial Crews

Private landscape and habitat restoration crews will be hired as budget and need allow. The partnership is committed to developing a well-trained, effective "green-collared workforce" that will provide living wage employment for restoration practitioners. These crews will focus on difficult sites that require work that is more technical. Currently, only a limited number of contractors provide these services.

Funders

Corporate sponsors, foundations, and private donors will play a critical role in the Green Kirkland Partnership. Corporate sponsors will have significant opportunity to support the partnership. Employees of our corporate sponsors may participate in large volunteer restoration events each year, providing a substantial additional labor pool. Sponsors will also be asked to make other contributions as appropriate. For example, they may be called upon to donate supplies or services that can be provided through their companies. In return, these corporations will have the opportunity to be stewards of their community. Companies can offer their employees both an outlet for community engagement and the chance to be associated with a leading urban natural area restoration effort.

Private Landowners

Private land accounts for more than half of the ownership within the city limits. As a major landholder, private landowners are an important match to the efforts that occur on public lands. Efforts that educate landowners about the benefits of natural vegetation including trees, and the problems of invasive species like English Ivy are key to preventing continued spread of these invasives. Working with landowners through education programs or incentives will help the partnership generate a community that cares about the well being of natural areas on their own lands, and in our public spaces.

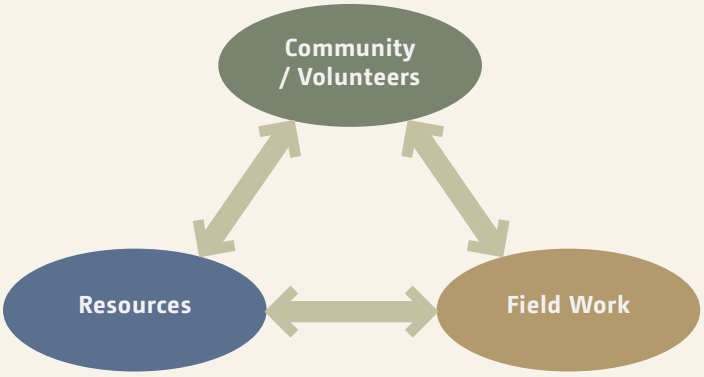
3. IMPLEMENTATION

Learning from the Green Seattle Partnership, Kirkland also uses a "**Balanced Scorecard**" approach. The Balanced Scorecard is a widely-used business tool that helps both develop a strategy and monitor progress as that strategy is carried out. The scorecard balances profits, customer satisfaction, and employee welfare by listing goals and quantifying measures that indicate if actions meet the goals. The Balanced Scorecard helps define and align the efforts of complex organizations to achieve targeted outcomes. With these metrics, management can track the success of many activities over the 20-year course of the project.

The traditional layers (perspectives) of the Balanced Scorecard focus on increasing shareholder value but have been modified to reflect the ultimate goal of **a healthy, sustainable forest.** We layered the key elements of the 20-year plan: field work, resources, and community. Our objectives within each layer are outlined in a **Balanced Scorecard Strategy Map**, which shows how activities can have reciprocal relationships. For example, volunteers are critical to field work and demonstrating progress in field work is essential to motivating volunteers. Similarly, the partnership needs community support to secure the financial and volunteer resources to restore and monitor sites over the long term. By mapping critical activities in layers that build on each other (field work, resources, community), we can coordinate efforts so that activities are mutually supportive.

The ability of managers to track progress over the next 20 years allows program challenges to be identified early. In response, managers can modify or adapt the program to address and resolve the challenges.

Balanced Scorecard Strategy Map



Balanced Scorecard Elements

Outcomes	The desired outcomes of the 20-year program: Increase canopy cover and native species communities by restoring 372 acres of Kirkland's natural areas by 2028 Build and maintain community capacity for long-term stewardship Create and implement an environmental education and outreach program Protect additional natural areas that provide ecological and public benefits Establish resources to provide long-term maintenance and ensure sustainability
Field Work	How we will carry out an on-the-ground strategy to restore and maintain 372 acres of forested natural areas and acquire additional natural areas
Community	How we will maintain an engaged, educated community, and prepared volunteer workforce over the long term How we will engage and educate private landowners to match public efforts on private lands
Resources	How we will garner sufficient financial, paid labor, and volunteer resources to implement the strategy

3.1 FIELD WORK

Field work is at the heart of the Green Kirkland Partnership. Field restoration will target removing invasive plants and incorporating native vegetation where appropriate. To plan accordingly, we first evaluate a site, and then prioritize our restoration practices. This approach can be used at both the city and site levels. For this plan, the analysis has been conducted at the city scale.

Objective 1: Evaluate Forest Conditions at the City Scale

The broad variation in forest habitat types in urban forests poses numerous challenges to forest management. To address such variation, the Green Seattle Partnership developed a new approach, the Tree-iage model, to assess habitat conditions in urban forests (Green Seattle Partnership 2005). The Tree-iage model was created for urban forest conditions. It can be used at multiple scales to assess forest stand condition: from citywide to individual parks. The model is based on the medical triage concept and uses forest stand condition and invasive species cover to prioritize restoration.

The Green Kirkland Partnership used the Tree-iage model to evaluate 372 acres of forested natural areas under City of Kirkland ownership. Forested natural areas include parks and open space with greater than 25% tree canopy and that are not maintained, mowed, or landscaped. Maintained parks such as ballfields, playgrounds, beaches, orchards or open fields provide important open space benefits, but are not considered appropriate for forest restoration. Areas not included in the partnership, such as rights-of-way, street trees, shorelines or properties with Parks and Community Services' maintenance contracts (Woodinville Water Tower Park and Totem Lake) are managed through other city or King County programs.

METHODOLOGY

Forest stands were initially typed within each public open space/park parcel using orthophoto interpretation. Each parcel was separated into the following types: Water, Hardscape, Native, Disturbed, or Landscaped. These preliminary types were digitally mapped using GIS. Each separate type within a parcel was given a unique number to be used for field verification and data tracking.

This data was then ground verified in the field and additional data collected for overstory dominant and secondary species and size, ground dominant and secondary species, primary and secondary invasive species, and notes describing each type. Each type was then given a rating in the Tree-iage matrix based on the field inspection.

TREE-IAGE MODEL: A NEW MANAGEMENT TOOL FOR EVALUATING URBAN FOREST CONDITION

Like forest conditions in Seattle, forest stands in Kirkland vary greatly. Some stands may contain mature conifers with a rich collection of Northwest native understory plants. Other stands contain mature alder and big-leaf maple with significant non-native blackberry and ivy patches in the understory. Given this wide variation, the **Tree-iage model** was developed to better assess broad conditions.

The Tree-iage model assessed forest stand condition, based on tree composition and invasive species cover. Absent development, the tree composition of Kirkland's parks should be dominated by mature conifers and lack any invasive species. These high-quality forest stands would represent a typical Pacific Northwest forest. Historically, these forests consisted of conifers with a medium-to high-density canopy, mixed age classes, and species diversity. These forests provide much greater ecological benefits than do shorter-lived pioneering forests of big-leaf maple and red alder. Some habitats—wetlands, riparian corridors, or steep slopes—may not be appropriate for conifers, and another species composition would be preferred. This is, however, a gross analysis based upon large-scale data. Site-by-site analysis will be done as work progresses to assure the most appropriate species composition are chosen for each site.

Forest stand condition was assessed by the extent of canopy cover per park ownership using aerial orthophoto interpretation in a GIS system. Three Tree-iage categories were used (Figure 3).

- High value forests are those where mature, native evergreen species dominate the canopy with more than 50% native conifers, madrone or forested wetlands canopy cover.
- Medium value forests are those that have more than 25% native tree canopy cover, but less than 50% cover by conifers or other native evergreens.
- Low value forests are those that are forested, but have less than 25% native tree canopy cover.

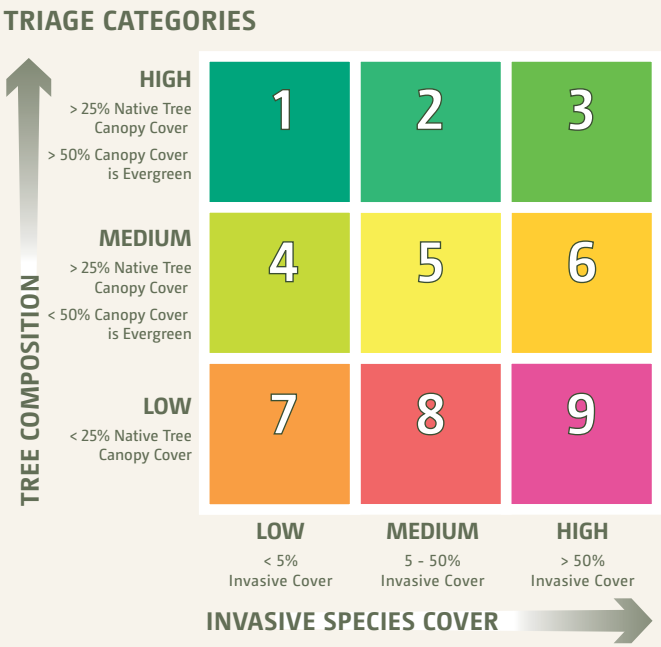
The second component of the Tree-iage analysis includes invasive species cover within these urban forests. Invasive species cover was surveyed in the field according to the following coverage levels:

- **High Threat:** more than 50% invasive cover
- **Medium Threat:** 50% invasive coverage
- **Low Threat:** less than 5% invasive coverage.

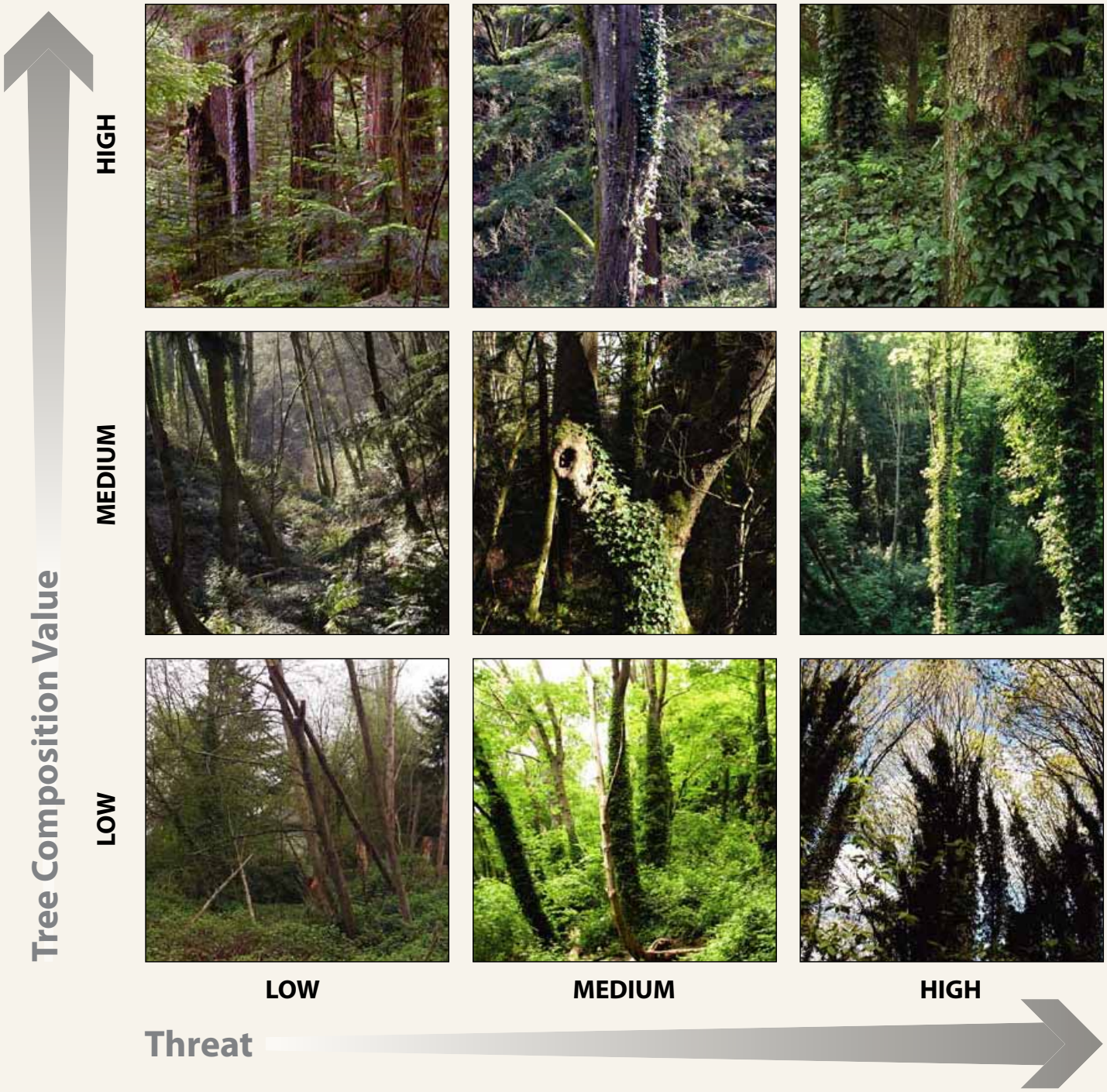
Using the two factors of **tree composition** and **invasive species cover**, each park was divided into smaller units and ranked based on one of nine possible Tree-iage categories. (More than one Tree-iage category may exist in each park.)

The upper tier of this matrix (categories 1 to 3) represents the highest-quality forest in terms of tree composition. These stands are dominated by mature conifers, madrones, or riparian forests. The lower tier of the matrix (categories 7 to 9) represent low-quality forests comprised of little to no conifers or native deciduous trees, and are dominated by invasive species.

Figure 3. Tree-iage model categories for tree composition and invasive cover



Tree-iage categories as seen in the field. The amount of invasive plant presence increases from left to right. The lower right corner of the matrix identifies forest stands in the worst conditions: few to no evergreen trees and an understory of invasive plants.



In Kirkland, less than 13% of the city's forested natural forested areas falls under high invasive threat (Tree-iage categories 3, 6, or 9) (Figure 4) While more than half (60%) of Kirkland's natural areas fall within low invasive threat (categories 1, 4, and 7) only 10% of the tree-iage acreage is classified as high value conifer stand (Tree-iage category 1, 2 and 3), which is the desired condition for forested natural areas. Most of Kirkland's forested natural areas (60%) are within the medium value forest (predominantly native deciduous canopy) categories. Figure 5 shows the distribution, location and extent of each Tree-iage category within each park throughout the city. At the citywide scale of this assessment, results are broad and will need to be fine-tuned according to site-specific needs. As parks become enrolled in the restoration process, we recommend that the tree-iage model be applied at the site scale to address local conditions.

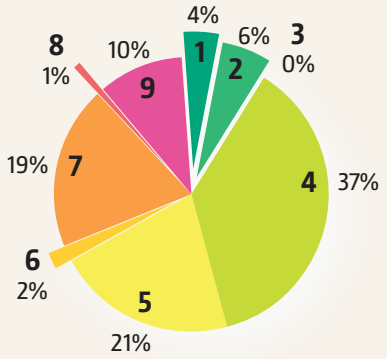
The Green Kirkland Partnership will monitor and collect data for restoration sites to evaluate changes in acreage among the Tree-iage categories over time. The Tree-iage model will evolve to incorporate other features of urban forest habitats or perhaps other natural areas such as streams and wetlands.

Figure 4: *Tree-iage category results for Kirkland's forested natural areas*

Tree Composition Value

	Low	Medium	High
High	1 13.16	2 22.32	3 1.73
Medium	4 139.86	5 76.95	6 6.84
Low	7 70.56	8 4.2	9 36.48

Forest condition in Kirkland's forested natural areas in percent of overall acreage



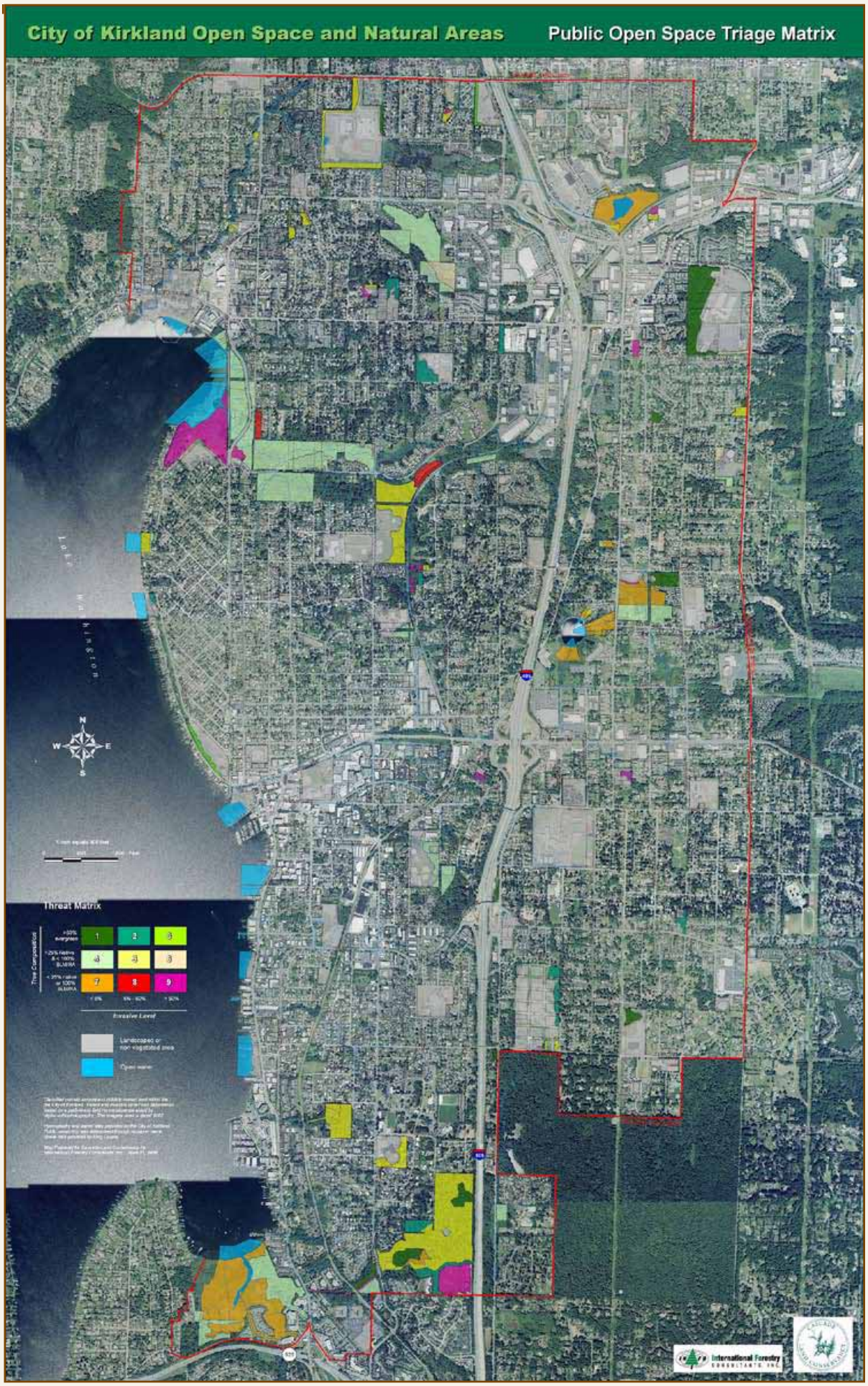


Figure 5: Tree-iage results within Kirkland's forested natural areas

Objective 2: Prioritize Parks

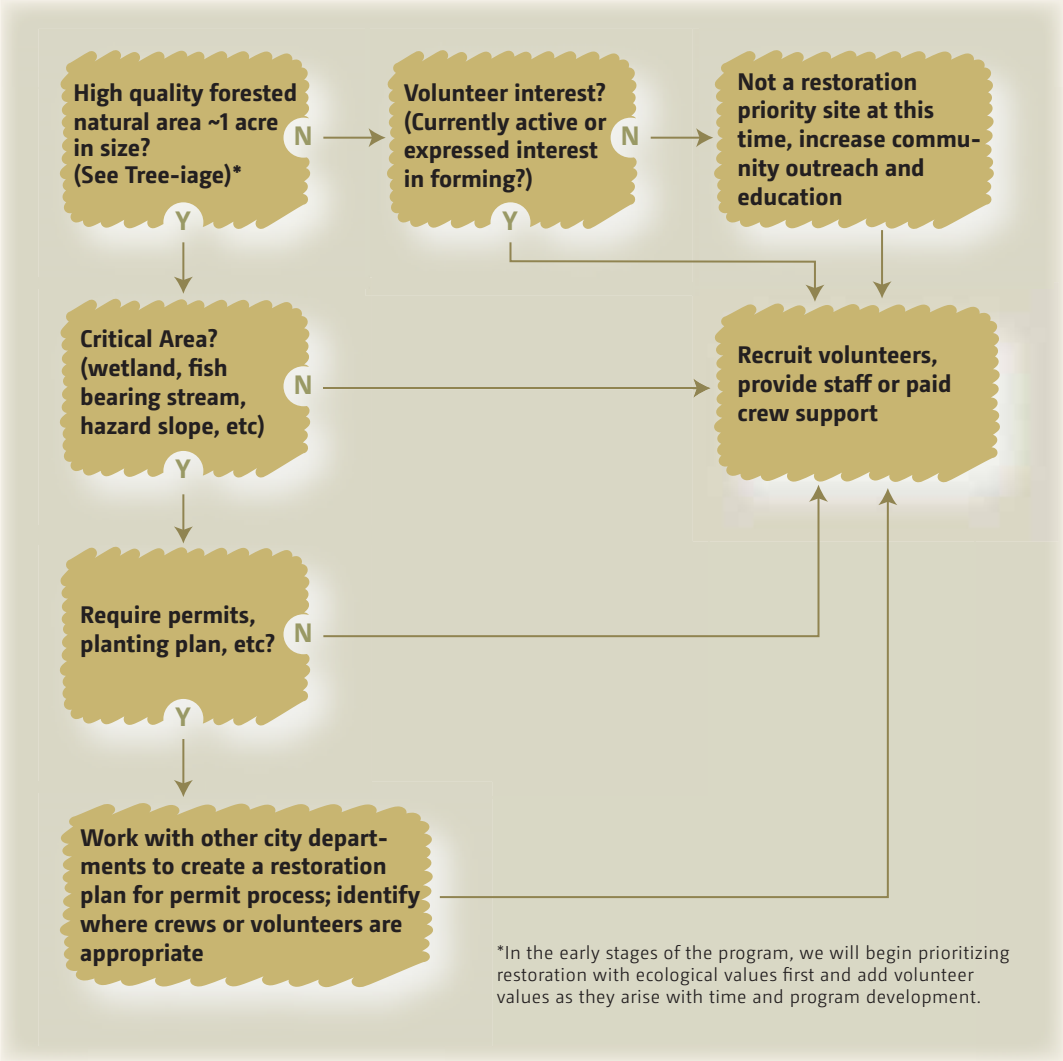
Tree-iage analysis reveals the dramatic need for forest restoration throughout Kirkland. More than 60% of the 372 acres will need some level of restoration. To maximize resources, we will need to prioritize our efforts to balance high-priority ecological sites and sites with volunteer support. We will also seek to distribute restoration efforts evenly across the city to incorporate all neighborhoods.

During the first 5 years of the partnership (2008 to 2012), most of our work will focus on parks with high-quality forest and/or interested community volunteers. Within those parks, we will concentrate resources on protecting and maintaining high-quality habitat units identified by Tree-iage analysis (Appendix A).

To help engage the public in ranking the restoration sites, we have mapped the tree-iage units by neighborhood association and by park. See Appendix B, Tree-iage Categories by Neighborhood Association. We also held a public meeting and surveyed the community for where and how to prioritize restoration. The feedback received was exceptional and these ideas have been inserted throughout the document. Many of these ideas will be used to determine goals and objectives for annual restoration plans. Public feedback indicates that parks that need immediate assistance include Watershed Park, Juanita Bay, Kiwanis Park, Crestwoods, Carillon Woods, Forbes Creek and Bridle Trails. These parks will be a priority for the next 5 years. See Appendix C for a summary of public comments.

In subsequent years, we will use the following decision tree to determine which parks will be a priority for restoration (Figure 6).

Figure 6: Decision tree for prioritizing restoration work



Objective 3: Prioritize Restoration Sites within Parks

As individual parks are brought into the Green Kirkland Partnership program, forest stands within those parks must be prioritized for annual and 5-year restoration plans. The Tree-iage model can be applied within a park to help prioritize restoration sites. Conifer stands with few to no invasive plants, Tree-iage category 1, will be immediately given the protection of annual monitoring and maintenance. Other high-value forest stands, including conifer-dominated Tree-iage categories 2 and 3, will be considered high priorities for protection and restoration. Providing care for recently restored sites is also a priority. As more resources flow into the program, other Tree-iage categories will be worked to establish conifers or other desired canopy types.

Parks with active restoration in progress are considered current Green Kirkland Partnership sites and will continue to be supported and monitored by staff. To date these are Kiwanis, Watershed and Carillon Woods parks.

In 2012, we will revisit the park and site selection processes to ensure we are meeting project and community goals. We will then select parks for the next 5 years (2012 to 2016) of project implementation. See Appendix D, Green Kirkland Partnership Five-Year Strategic Plan and Benchmarks, for more detail.

Objective 4: Implement Restoration

Best Management Practices (BMPs) are designed to guide restoration practices and maximize ecological benefits by creating a high-quality, high-functioning forest once restoration is complete. The Green Kirkland Partnership will use the same 4-phased approach to restoration that the Green Seattle Partnership has developed (see below).

FOLLOW BEST MANAGEMENT PRACTICES

As more restoration projects are completed in the urban environment, we learn more about what works and what doesn't work. Several groups have developed BMPs for restoration in cities.

We look to these previous experiences and the work Seattle Parks and Recreation has completed to compile and develop BMPs for forest restoration field work. These BMPs cover topics including site planning, invasive control methods, planting and plant establishment, and volunteer management. Field experience and best available science will help us improve our techniques over time and we will update the BMPs accordingly.

The Green Seattle Partnership created a field guide of BMPs suitable for volunteer activities. The *Draft Forest Steward Field Guide* (Cascade Land Conservancy and Seattle Parks and Recreation 2007) is available for training Green Kirkland Partnership volunteers and stewards. Appendix E outlines specific BMPs for invasive control.

Staff will be trained in the BMPs for forest restoration. Supplemental course work and training programs will be recommended for all staff involved in restoration and stewardship of Kirkland's forested natural areas.

USE 4-PHASE APPROACH TO RESTORATION FIELD WORK

One of the unique BMPs developed by Green Seattle Partnership is the 4-phase approach to restoration field work. This approach is a highly successful overall restoration technique (Table 1). It recognizes that it takes several years to restore a site, and that restoration activities fall into four major categories:

1. Invasive removal
2. Secondary invasive removal and planting
3. Plant establishment
4. Long-term maintenance.

Because forest health varies from stand to stand and some work is ongoing, not every site will start at Phase 1.

Table 1. The 4-phased approach to restoration field work

Phase	Tasks	Range of labor investment (hours/acre)	Average labor investment (hours/acre)
1	Invasive plant removal	50 to 1400	700
2	Planting and secondary invasive removal	50 to 200	100
3	Plant establishment	25 to 100/year for up to 3 years	40/year for up to 3 years
4	Long-term monitoring and maintenance	0 to 20 annually	5 annually

PHASE 1. INVASIVE PLANT REMOVAL

Major invasive plant reduction will be required in sites with 50% or greater invasive cover (high threat from invasive species). Specific removal techniques will vary by species. In areas with high levels of invasive plant coverage, it may take more than a year to complete the initial removal. Many of these areas will require paid crews or special equipment. These sites will also require a large investment of both funding and community volunteers to ensure restoration.

Areas with 5 to 50% invasive cover (medium threat from invasive plants) still require invasive removal. Invasive growth in these spots is patchy. Generally, projects in the "invasive plant reduction" categories are appropriate for community volunteers.

PHASE 2. PLANTING AND SECONDARY INVASIVE REMOVAL

Before planting, a second round of invasive removal is conducted. Areas with more than 25% native tree cover but less than 50% cover by conifers will generally be in-filled with native conifer species. Areas estimated to have less than 25% native upper-tree canopy cover will require extensive planting with native conifers, trees, and shrubs. Most Phase 2 planting projects are appropriate for community volunteers. Staff will work with each site on a case-by-case basis to develop an appropriate plant palette and plan. The Green Seattle Partnership *Forest Steward Field Guide* provides volunteer appropriate BMPs once a planting plan is established.

PHASE 3. PLANT ESTABLISHMENT

This phase repeats invasive removal and includes plant establishment. As needed, sites are weeded, mulched and watered. Sites may stay in Phase 3 for up to 3 years.

PHASE 4. LONG-TERM MONITORING AND MAINTENANCE

The final phase is long-term site stewardship, including monitoring by commercial crews and volunteers to provide information for long-term site maintenance. Monitoring may be as simple as neighborhood volunteers patrolling park trails to find invasive plants and hosting small monthly or quarterly work parties. Forest stands that currently have less than 5% invasive cover and more than 50% native forest cover (Tree-iage Category 1) are already in Phase 4.

The 4-phase approach can be applied to the Tree-iage model as shown in Table 2. The partnership will evaluate areas of "low value" and "low threat" case by case to determine if it is appropriate to convert the sites to native forest. In areas where site conditions and timing are appropriate, we will do major plantings.

Table 2. Tree-iage Restoration Categories

Tree-iage Category	Restoration Strategies
1	Monitoring and Stewardship
2	Invasive Plant Reduction
3	Major Invasive Plant Reduction
4	Planting
5	Invasive Plant Reduction and Planting
6	Major Invasive Plant Reduction and Planting
7	Evaluation and Major Planting
8	Invasive Plant Reduction and Major Planting
9	Major Invasive Plant Reduction and Major Planting

RESTORATION STRATEGIES

See Appendix A to locate parks according to their Tree-iage classification.

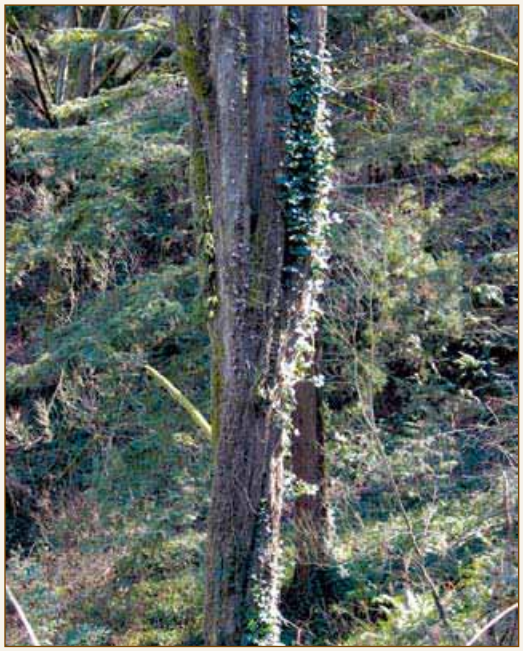
Category 1: High Value, Low Threat – 13 Acres

FOREST CONDITION

This category contains the best forest areas in the park system. Typical stands have more than 50% conifer or evergreen broadleaf canopy. This category includes stands of mature western red cedar, Douglas fir, madrone, and forested wetlands. These stands are under low threat because the invasive cover is less than 5%.

RESTORATION STRATEGY: MONITORING AND STEWARDSHIP

In these areas, work will focus on protecting their existing high quality and making sure that invasive plants do not threaten these trees.



Category 2: High Value, Medium Threat – 22.3 Acres

FOREST CONDITION

Similar to category 1, these forest stands contain more than 50% conifer or evergreen broadleaf canopy. Forests in this category are at risk because the invasive cover is greater than 5%. In these areas, invasive growth is expected to be patchy with diffuse edges.

A forest in otherwise good condition but subject to a number of moderate threats may degrade if left untreated. But that forest would persist if threats were mitigated in a timely manner. If unattended, this level of invasive coverage could prevent native seedlings from establishing and could compete with existing trees for water and nutrients.

RESTORATION STRATEGY: INVASIVE PLANT REDUCTION AND PROMPT ACTION

The main activity is removing invasive plants. Typically, these sites will also require site preparation (e.g. mulching) and in-fill planting. Projects in these areas are appropriate for volunteers. Removing invasive plants from these areas is a very high priority for the first 5 years.

Category 3: High Value, High Threat – 2 Acres

FOREST CONDITION

Like categories 1 and 2, forest stands in this category have mature conifers, madrones, or wetland forests. Category 3 areas have a high threat because they are estimated to have greater than 50% invasive cover.

A forest in this category is in a high-risk situation but still contains many desirable trees or highly valuable habitat or species. If restored, forests in this category can persist over the long-term or completely recover.

RESTORATION STRATEGY: MAJOR INVASIVE PLANT REDUCTION

Urgent restoration is needed. Major invasive reduction is the strategy here. Without prompt action, high-quality forest stands could be lost. Category 3 areas will require aggressive invasive reduction. Soil amendments and re-planting will be needed in most cases. Restoration efforts in this category are a top priority for the first 5 years.

Category 4: Medium Value, Low Threat – 140 Acres

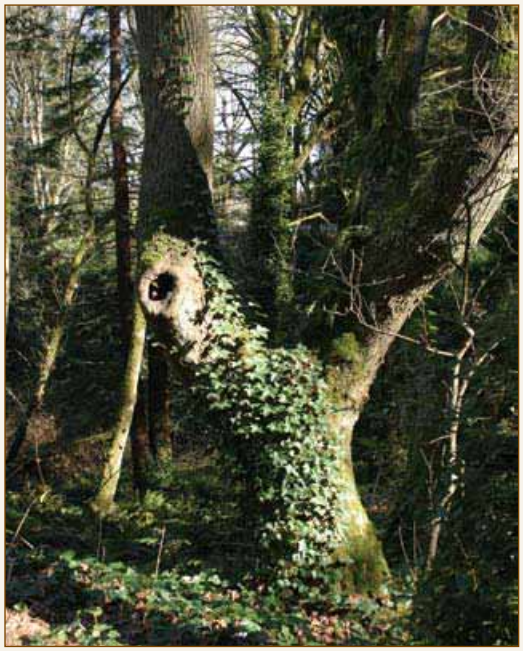
FOREST CONDITION

Forests assigned a medium value are typically dominated by native deciduous trees. They may have a small percent of native conifers. These areas are estimated to have greater than 25% native upper canopy cover but less than 50% upper canopy coniferous or broadleaf cover. (Or in the case of wetland forests, it is greater than 50% native tree canopy cover.) Category 4 forests have low levels of invasive plants.

RESTORATION STRATEGY: PLANTING AND MONITORING

We expect planting in these areas to be infilling with native species. Often these sites will also require invasive removal and site preparation (e.g. amending with woodchip mulch). Many of these sites may be converted to a conifer forest by the addition of appropriate conifer trees.

Restoring category 4 forests is a high priority during the first 5 years. They offer a high likelihood of success at a minimum investment. These sites are well suited to community-led restoration efforts.



Category 5: Medium Value, Medium Threat – 77 Acres

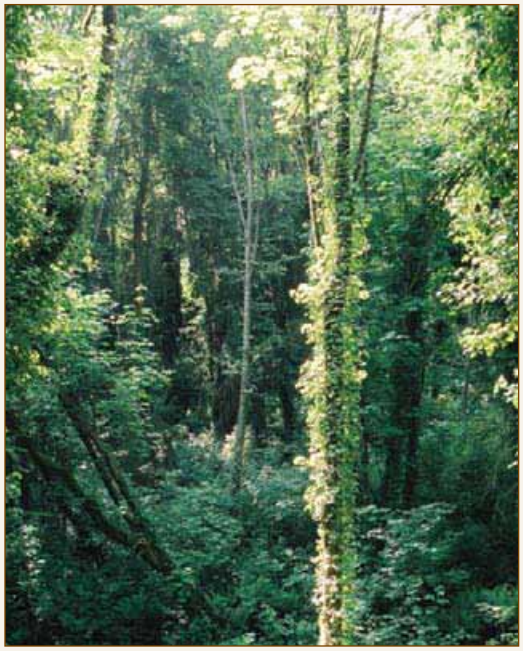
FOREST CONDITION

Areas in this category have greater than 5% but less than 50% invasive cover. Invasive growth in these areas is expected to be patchy with diffuse edges. These areas are estimated to have greater than 25% native upper canopy cover but less than 50% upper canopy coniferous or broadleaf cover. (Or in the case of wetland forests, it is greater than 50% native tree canopy cover.)

These forest stands contain many desirable native trees that are under threat from invasive plants.

RESTORATION STRATEGY: INVASIVE REDUCTION AND PLANTING

These sites will require invasive removal and infill planting. While some restoration work is planned for this area in the first 5 years, aggressive efforts will be required throughout the life of the Green Kirkland Partnership.



Category 6: Medium Value, High Threat – 7 Acres

FOREST CONDITION

These areas are estimated to have greater than 50% invasive cover and greater than 25% native upper canopy cover, but less than 50% upper canopy coniferous or broadleaf cover (or in the case of wetland forests, greater than 50% native tree canopy cover).

A forest that retains important plant elements but is already partially degraded by a high-level risk factor may still have the potential to recover if remediation is prompt. Because these stands are at greater risk than category 5 forests, they also require greater labor investments.

RESTORATION STRATEGY

Major invasive reduction and planting is the strategy for this category. Extensive invasive removal, site preparation (e.g. amending with woodchip mulch), and replanting will be required. Initial invasive removal may be done with the aid of mechanical tools and equipment. Planting in these areas will be infilling with native species.

Category 7: Low Value, Low Threat – 71 Acres

FOREST CONDITION

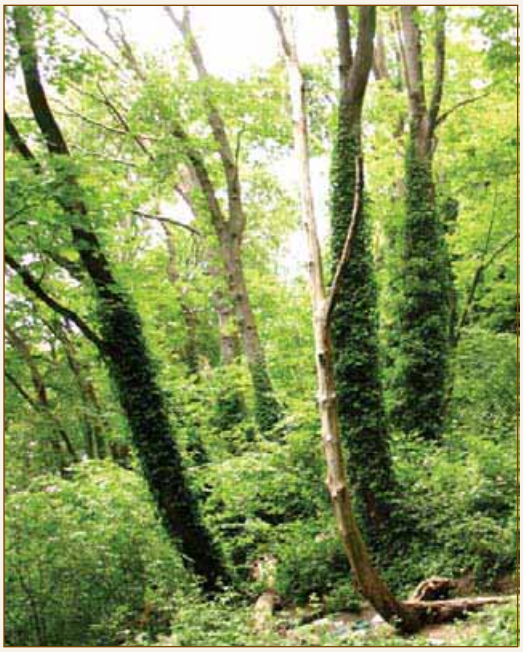
These areas are estimated to have less than 25% native upper canopy cover. Levels of invasive plants are low in category 7 forests.

Parks in this category may include recent acquisitions, areas with large gaps in canopy (perhaps due to wind throw or die-off of mature deciduous trees), sites of recent landslides, unstable slopes, sites with large amounts of fill, and areas dominated by non-native trees.

RESTORATION STRATEGY: EVALUATE AND POSSIBLY PLANT

The reasons underlying the low value can differ greatly, and we will address the stands on a case-by-case basis. Because these sites have low levels of invasive plants, restoration may be quite cost effective in some of the category 7 forests. We will evaluate sites in this category to determine whether site conditions and timing are appropriate to move these wooded areas toward a more native forest. In some cases, it may be desirable to remove non-native trees, especially if they are aggressive.

Areas that are ready for conversion to a native forest would be a high priority during the first 5 years.



Category 8: Low Value, Medium Threat – 4 Acres

FOREST CONDITION

Areas that are estimated to have less than 25% native upper tree canopy cover and greater than 5% but less than 50% invasive cover fall into this category. Invasive growth in these areas is likely to be patchy with diffuse edges.

A forest in this category might be chronically degraded by a variety of threatening processes, and might have lost much of its value in terms of habitat quality or species complement, with little probability of recovery.

RESTORATION STRATEGY: INVASIVE REDUCTION AND MAJOR PLANTING

Restoration efforts in category 8 forests provide little "bang for the buck." Although some work will be directed to category 8 forests, this is not a priority category for the first 5 years. The partnership will likely support efforts that contain the spread of invasive plants, try out new techniques, or help aggressive community-led efforts. These sites will require major invasive removal and site preparation, such as mulching and infill planting. Planting within these areas will be infilling with native species.

1	2	3
4	5	6
7	8	**9**

Category 9: Low Value, High Threat – 36 Acres

FOREST CONDITION

Areas estimated to have less than 25% native upper tree canopy cover and greater than 50% invasive cover fall into this category.

RESTORATION STRATEGY: MAJOR INVASIVE REDUCTION AND MAJOR PLANTING

Category 9 sites are not likely to get much worse over the next 5 years. These sites will require many years of major invasive removal and site preparation in the form of mulching and infill planting. Although some work will be directed to category 9 forests, this is not a priority category for the first 5 years. The partnership will likely support efforts that contain the spread of invasive plants, try out new techniques, or bolster aggressive community-led efforts.

ESTIMATED RESTORATION COST

According to Green Seattle Partnership analysis, in 2005 average restoration costs for crew time and staff time ranged from $2,800 to $28,000 for a single acre, depending on site conditions. The estimated average cost per acre for restoration varies by Tree-iage category (Table 3). Each category has a different restoration strategy and level of effort associated with it. Each site has unique features that define costs. We have estimated restoration costs based on the Green Seattle analysis for field work and added additional staff costs including: volunteer coordinator, outreach specialist, field project manager, six-member field crew, materials and some maintenance costs. This staff and field component is expected to cost $5.2 million over the next 20 years, which is far more affordable than the cost of simply hiring paid crews to complete the necessary restoration. The discount arises from community volunteers who will contribute one hour for every staff hour invested. Working side by side with volunteers the partnership will leverage an additional $4.4 million in volunteer value over the next 20 years (see page 43 for more details about volunteer contribution).

Table 3. Estimated cost of city staff and crew time for restoration of Kirkland forested natural areas .This investment will leverage $4.4m in volunteer contributions

Tree-iage category	Average restoration cost	Acres	Total cost / category
1	$2,800	13.16	$36,848
2	$9,500	22.32	$212,040
3	$15,400	1.73	$26,642
4	$9,500	139.86	$1,328,670
5	$16,100	76.95	$1,238,895
6	$22,000	6.84	$150,480
7	$15,400	70.56	$1,086,624
8	$22,000	4.2	$92,400
9	$27,900	36.48	$1,017,792
		TOTAL	$5,190,391

Objective 5: Monitor and Maintain Sites over the Long-Term

To be sustainable, urban forests need ongoing maintenance. As each forest stand is restored (Phases 1 to 3), it enters the monitoring and maintenance phase. Every year, the acreage in this phase will grow, until at program maturity in 2027, all 372 acres will be at maintenance levels only.

Without ongoing, long-term volunteer investment in monitoring and maintenance of restored areas, Kirkland's forests will fall back into neglect. For that reason, the volunteer commitment will be paired with city resources. Each acre restored under the partnership will be monitored and maintained until 2028. We will continually check our work against the best available science to define optimal plant stock and sizes, watering regimes, soil preparation, and other forest management techniques.

We will document monitoring and maintenance events to describe locations, workers, and tasks, and we will test and evaluate how effectively various restoration techniques remove invasive plants and promote native plant survival. This information will inform the ongoing monitoring and maintenance conducted by volunteers and the city though 2028.

Monitoring will be conducted more frequently in the early phases of restoration as we learn how the sites respond to restoration.

Objective 6: Identify and Protect Additional Natural Areas

EVALUATE PROPERTIES FOR ACQUISITION

The Cascade Agenda defines several goals with objectives for increasing and improving public open spaces in cities. By working with recreation enthusiasts, park managers, private landowners, elected officials, developers, and Cascade Land Conservancy, we developed the following objectives when evaluating individual properties for acquisition:

1. Provide attractive and affordable dense communities with ample natural areas and parks to provide a quality of life that will reduce present housing demand, which drives residential sprawl into natural resource and agricultural lands.
2. Use natural areas to buffer residential areas from incompatible land uses such as industrial or commercial areas and highways and to serve as urban separators.
3. Provide trails and boulevards to encourage people to recreate in their neighborhoods day-to-day while also having the ability to visit neighboring communities and regional park network on longer outings.
4. Establish parks within walking distance of every resident and provide sufficient parkland for residents to enjoy active, high-quality passive recreation in their own neighborhoods. To do so, we should accelerate the following current standards for park creation and management:
   - Secure all unused railroad rights-of-ways for new trail corridors or hold for future natural area use.
   - Redefine and optimize public spaces to improve the quality of natural areas and open space experiences by doing the following:
     - Using street and utility rights-of-ways as pocket parks, linear natural areas and/or trail corridors. This approach could be advanced by converting low-volume street corridors, especially as the availability of mass transit increases in urban areas.
     - Capping of water reservoirs or landfills, increasing security of our drinking supplies, while providing natural areas and open space facilities.
   - Prioritize conversion to natural areas over asset disposal when publicly-owned properties are no longer useful for original public purpose. Develop "no-net-loss" policies for public parks and trails.
   - Incentivize private landowners to create public courtyards in building or site design, especially in finding creative means to enhance the interface between public and private property. Focus on re-greening the areas between residences and streets by providing verdant buffers and canopies along the thoroughfares and parking lots.
5. Invest in the reforestation of both public and private urban lands to establish the native plant communities and canopies that will create a connected and high-quality landscape for the next century.
6. Provide a wide spectrum of recreational opportunities, active and passive, traditional and emerging, all linked with educational opportunities, to engage citizens in the landscape and park systems:
   - Ensure all children have opportunities to experience open spaces and natural areas; include conservation education and an outdoor experience in curriculum of every grade school.
   - Develop parks in a manner that offers natural areas, experimental forests, community gardens, demonstration areas and interpretive trails within easy reach of school groups and individuals.

CRITERIA FOR EVALUATING PROPERTY FOR ACQUISITION

When considering acquiring additional open space, priority acquisitions should be defined by properties that (in no order):

1. Provide public and wildlife benefits
2. Protect unique habitat functions such as stormwater recharge areas
3. Protect unique habitat types such as forests, wetlands, salmon habitat or other listed, threatened or endangered species habitat
4. Link open spaces, provide trail and wildlife corridors
5. Abut adjacent open space/natural areas
6. Provide open space access within 0.5 mile (walking distance) of every resident
7. Provide environmental education opportunities, or are in close proximity to schools
8. Provide open space opportunities in underserved neighborhoods
9. Provide opportunities to partner with other agencies to expand or improve the regional open space system
10. Provide cultural opportunities
11. Serve as a buffer between incompatible land uses
12. Are vacant land
13. Have a willing landowner
14. Are advocated for by an active community group.

While strategic planning is important to establishing a well-planned open space system, some properties may end up in the open space portfolio opportunistically through a will or donation. Other properties may be championed by community advocates who do not want to see them developed. The City of Kirkland should be prepared to address these properties when they arise using the same criteria. Resources will need to be scrutinized to balance opportunistic acquisitions with those identified in a strategic plan or gap analysis. Some properties that do not meet the criteria, should be evaluated based on the shrinking land supply, and potential for future benefits. One small parcel may, in time, grow with the additional donations or acquisitions of adjacent parcels. Or a marginal land may become critical habitat through volunteer restoration. Bottom line, we must be strategic when looking to protect open spaces in cities.

3.2 RESOURCES

Funding, staff and volunteer resources will define the extent to which the Green Kirkland Partnership can restore all 372 acres of forested natural areas. As noted, about **$5.2 million** is needed to reach our goals, in addition to volunteer support. Currently, funding from the city through staff time and materials is matched by in-kind support from volunteers. As the partnership grows, a stable, long-term public funding source will be needed to ensure long-term forest restoration and maintenance. Corporate partners, foundations, and private donors will play an important role in funding.

We anticipate that volunteer hours will grow from 300 per year in 2005 to 14,000 at the peak of the program in 2013. Volunteer work may range from a single, dedicated individual to a neighborhood group to a large community group or a business volunteering for one day. Volunteerism is key to getting the work done and building citywide citizen support. By 2028, a growing volunteer contribution of time will be integral to monitoring and maintaining all 372 acres and will require additional staff support.

To support and maintain this level of volunteer and field needs, staff resources will be bolstered to accommodate volunteer recruitment, coordination, training and recognition, in addition to the field time needed to manage and plan restoration efforts.

Financial Resources

Objective 1: Continue Current City Funding

During the first 5 years (2008-2012), in addition to staff support, the city will continue to direct existing funding streams to partnership efforts. City funding in the near term may come from the following:

- Parks and Community Services General Fund
- Maintenance Levy
- Forestry Account: uses may include acquiring, maintaining, and preserving wooded areas within the city; planting and maintaining trees within the city; identifying and maintaining landmark/notable trees; establishing a public tree nursery; and conducting urban forestry education, e.g. neighborhood tree stewardship projects ($20,000-30,000)
- Capital improvement program (CIP) funding at Juanita Bay ($75,000)

- WWRC grant to complete wetland and shoreline restoration at Juanita Beach ($500,000)
- Washington State Department of Community, Trade and Economic Development (CTED) appropriation for restoration of a portion of Juanita Beach Park ($500,000)
- King County Conservation District fee ($10 per parcel) collected from all Kirkland property owners (approximately $30,000 per year) as coordinated with other city departments and programs
- Surface Water Utility fees. A program or project that directly ties to surface water utility goals of flood reduction, water quality improvement, or aquatic habitat restoration may be funded using surface water utility fees. Examples of such projects could include purchase of property surrounding streams, planting of trees and vegetation near streams to capture pollutants, and community engagement programs to promote behaviors such as integrated pest management, which improves water quality.
- ~~Create a Green Rate~~

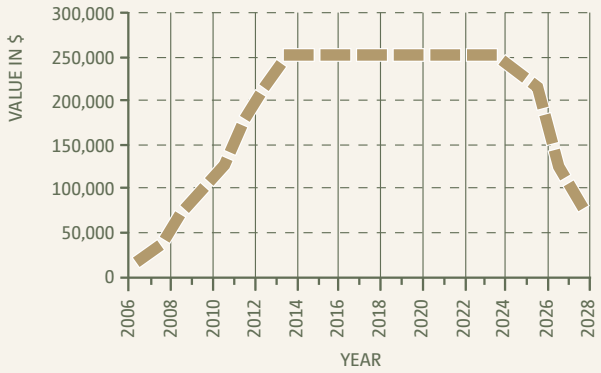
Objective 2: Develop Long-Term Stable Funding

To meet our goals, public funding will need to increase from $50,000 per year (CIP) to $295,000 annually by 2015 for a total of $5.2 million (Figure 7). Over the next few years, we will lay the groundwork for establishing long-term public funding sources to meet that need. In 2025, the funding stream needs will begin to decrease as the Green Kirkland Partnership enters into the final phase of restoration and transitions into maintenance. Several possible mechanisms for generating this funding could be tapped either separately or in combination to meet the stable public funding goal:

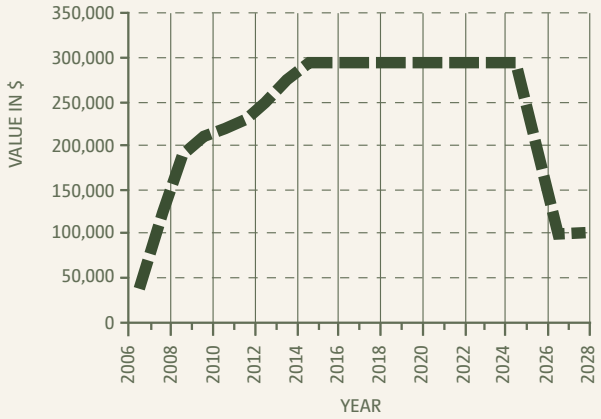
1. Identify and apply for federal, state and local grants
2. Propose a Park Bond Initiative such as a natural area restoration, acquisition and companion maintenance levy package
3. Increase fees or rates for utility ratepayers for management of forested natural areas as stormwater management (and other ecosystem services) infrastructure
4. Increase the city's contribution of Real Estate Excise Tax (REET) funds to parks maintenance and stewardship
5. Include Green Kirkland Partnership funding in a countywide levy
6. Seek separate state and federal funding for forest restoration for urban areas, or cities throughout Washington
7. Set up an endowment that would generate enough annual interest to support the partnership
8. SWU fees that the Parks pays to the Surface Water Utility could be redirected to riparian restoration projects in natural areas
9. Assess the feasibility of market based mechanisms (carbon credits and stormwater mitigation)
10. Identify local corporations and businesses that could support the partnership
11. Offer opportunities for financial contributions when time to volunteer is not an option.

Figure 7. 20-year funding projections for the Green Kirkland Partnership

Volunteer hours needed (value of $4.4M)



Field and staff costs needed ($5.2M)



Estimated total project costs $9.6M

Objective 3: Review and Update Current Programs and Policy to Improve Stewardship Opportunities

- Native Growth Protection Easements (NGPEs) should allow for landowner stewardship rather than a hands-off approach. This will require training and educating the landowners in BMPs
- Coordinate restoration and stewardship efforts across departments to maximize volunteer, resource, media, communications, outreach and education and funding capacity
- Utilize Forestry Account funding to improve public forests that include parks
- Update Native Plant List in development codes to prohibit invasive species and promote native species
- Coordinate with the Shoreline Master Program, Surface Water Master Plan, IPM Plan.

Paid Staff And Crew Resources

Objective 4: Provide Sufficient Staff to Support Field Work, Volunteer Management, and Partnership Programs

To carry out the goals of the partnership, staff are necessary to fill the following roles:

- **Volunteer Management**: As the program ramps up from 350 hours at the program's start to 14,000 hours in 2013 (96% increase), at least one FTE dedicated to managing and coordinating volunteers will be required. This position will also track volunteer time, recognize volunteer achievements and recruit additional volunteers. This position may be tied into the Natural Area Stewards program.
- **Natural Area Steward Program Management and Training**: As the Green Kirkland Partnership program evolves and volunteers step forward to adopt a local park, an orientation and training program will be needed for interested volunteers. These stewards will allow the partnership to increase its leadership on the ground. Natural Area Stewards will lead volunteer events, track restoration progress, and apply for grants to carry out restoration on their sites. This program will also keep regular volunteers interested by providing more challenging work. The Green Seattle Partnership has created a successful Forest Steward Program that can be used as a model for Kirkland. Kirkland's Natural Area Steward Program will need to be managed and coordinated similarly for volunteer management.
- **Outreach and Education**: Staff time for education and outreach will be instrumental to increasing volunteer capacity to 14,000 hours by 2013. Currently, there is one 0.5 FTE dedicated to this role in the Parks and Community Services department. Reaching the broader Kirkland public will require a full time FTE dedicated to outreach and education.
- **Communications / Marketing**: This role is linked to the duties of the volunteer coordinator and the outreach/education specialist. Creating a communications and marketing plan will help identify the appropriate audiences for recruiting and increasing volunteers vs. increasing funding. This role will also help develop a common message that is clear among departments and to the public. Lastly, this duty is crucial to getting press releases, news events and other information to the media. The City of Kirkland's Communications Program Manager may also incorporate this role into current duties.
- **Field restoration**: Currently not enough staff time is dedicated to restoration. Staff will need to be increased to reach the goal of restoring 372 acres. The city should consider hiring a year-round crew dedicated to forest natural area restoration with one FTE to manage this activity. We also recommend that the city's Urban Forester and Arborist play larger roles in evaluating and managing Kirkland's forested natural areas. Training in BMPs and the 4-phase approach will be necessary.
- **Fund Development and Management**: Identifying and maintaining stable funding is a crucial role for supporting the efforts of the partnership. Once a mechanism is established for maintaining funding, it will need to be managed and tracked to ensure accountability. This can be a large role if many small funding sources are compiled, or less intensive if funding is derived from one or a few larger sources. This role may incorporate grant writing.

Objective 5: Support Job-Training Programs and Deploy Paid Crews

Paid crews will be needed for priority sites that lack sufficient volunteer support or sites with difficult conditions. Some sites will be inappropriate for volunteer groups. Extreme invasive plant infestations, steep slopes, riparian areas, and wetlands are better suited to Parks and Community Services' staff and crews or paid contract crews. The partnership will prioritize contracting with organizations that provide training and develop a "Green-Collar Workforce" with living wage, stable jobs focused on forest habitat restoration. The following activities will support this objective:

- Parks and Community Services' staff will continue to work on key restoration efforts, volunteer support, and Natural Area Steward training
- Continue Teens Assisting Sustainable Kirkland (TASK) program aimed at providing job training to Kirkland youth in restoration projects throughout Kirkland's parks.
- Nonprofit employment-training crews (currently, Washington Conservation Corps, Volunteers for Outdoor Washington and EarthCorps) will be hired for work both in volunteer management and at difficult sites. The partnership will prioritize contracting with organizations that provide training
- Private landscape and habitat restoration companies (commercial crews) will be hired for highly technical projects as budget and need dictate.

Volunteer Resources

Objective 6: Increase Volunteer Capacity to 14,000 Hours per year by 2013

The plan calls for volunteer hours to grow from 350 per year in 2005 to 14,000 per year in 2013. To put this number in perspective, if every Kirkland resident contributed 27 hours, we would achieve our restoration goals. The Corporation for National and Community Service values a volunteer hour at $18.77 per hour (2006). At this rate, volunteer engagement for the Green Kirkland Partnership has the potential of providing nearly a one-to-one, in-kind match (~$4.4M).

To meet the needs of all volunteers, the Green Kirkland Partnership will need to provide several ways in which volunteers can participate. We will hold a variety of large volunteer events in conjunction with business and community groups. Through the Natural Area Steward program, we will coordinate and develop regular work parties that volunteers can attend as often as they like. Restoration activities will range from large invasive removal projects to planting native plant species to monitoring restoration areas.

We will provide opportunities for individuals of varying physical ability and time commitment to get involved. We will encourage volunteers to try increasing levels of volunteerism. For example, people who participate in one-day events with a business or community group will be invited to participate in ongoing work parties. Frequent volunteers may be interested in increasing their involvement as Natural Area Stewards. To do this, we will need to keep existing volunteers motivated to help them by showing them how their efforts, in concert with those of many other volunteers, have a significant impact in restoring Kirkland's forested natural areas.

In addition to encouraging current volunteers, the Green Kirkland Partnership will need to recruit new ones. We will do this largely through community outreach, and will emphasize the critical need for forested natural areas and the important role volunteers play in restoration. We will also use partnerships with community and business groups and schools to introduce new volunteers to the program.

An important component of outreach efforts will be to communicate with neighborhoods that have not traditionally participated in forest restoration or environmental stewardship. We will increase outreach to these neighborhoods by working with local community groups and youth organizations, schools, and businesses. We will post information signs at restoration

If every Kirkland resident contributed 27 hours, we would achieve our restoration goals.

Green Kirkland Partnership has the potential of providing nearly a one-to-one, in-kind match (~$4.4M).

sites, and send letters to neighbors describing the work underway and inviting them to participate. The Green Kirkland Partnership will build stronger ties with the Lake Washington School District and provide opportunities for students who want to complete community service requirements for graduation.

Objective 7: Increase Productivity by Providing Support and Materials to Volunteers

Green Kirkland Partnership projects will involve groups such as community volunteers, staff from the City of Kirkland and the CLC, and paid crews. We can help volunteer groups with identifying restoration needs, obtaining materials and tools, developing site plans, large event coordination, and grant applications. We will increase field work efficiency by creating clear lines of communication, coordination, easy access to resources, and support.

The partnership will provide the following resources:

- Natural Area Steward training events and the *Green Seattle Partnership Forest Steward Field Guide*
- Project monitoring and documentation to assess and maximize restoration efforts
- Help recruiting volunteers
- Restoration materials such as plants, mulch, and tools
- Volunteer networking between Natural Area Steward groups
- Help with maintenance.

3.3 COMMUNITY

Community volunteers are an essential component for establishing lasting success in any stewardship program. Volunteers are the loudspeaker, the newsletter, the fundraiser, and the motivators for restoration and stewardship. They are the advocates for resources and funding that would not be available without public demand. They do much of the heavy lifting and without them restoration would be greatly disadvantaged. The Green Kirkland Partnership will work to educate and engage the community to create an involved and motivated constituency throughout the city.

In creating this plan, we held a public meeting and sent out surveys to seek community feedback and guidance for where and how we should develop the program both for restoration and for building volunteerism in the Kirkland community. The feedback we received was exceptional and we have inserted these ideas throughout the document. Much of this thinking will be used to determine goals and objectives for annual plans. See Appendix C.

Objective 1: Develop an Environmental Outreach and Education Program

DEVELOP AND DISTRIBUTE GREEN KIRKLAND OUTREACH MATERIALS

PUBLIC

Materials and handouts will help explain and spread the word about the mission and goals of the Green Kirkland Partnership. The materials should inform audiences about the potential loss of Kirkland's forests, and describe the Green Kirkland Partnership as the solution. Materials must inspire community participation. The starting point is to create a simple message that is appealing, motivating, and considers the needs of all partners (schools, businesses, or faith-based organizations). The partnership is relatively far along in this process: a logo, one-page information sheet, event banner, PowerPoint, and website are developed and actively in use. Additional materials may include a brochure, training and educational curriculum, or an outreach kit.

The City of Kirkland currently has several educational programs and brochures such as *Trees: the Nature of Kirkland* brochure from the Planning Department. Under the city's National Pollutant Discharge Elimination System (NPDES)

Phase II Municipal Stormwater Permit, there are requirements for public outreach and educational programs that could be evaluated and updated to increase exposure.

MEDIA

The Green Kirkland Partnership will continue to engage the media about the partnership's goals. With the recent news articles in the *Kirkland Reporter*, we will continue to seek media outlets, local community newspapers, and Kirkland's city channel to publish updates and new information on progress or volunteer events. On the Green Kirkland Partnership website, we will also provide additional information about restoration techniques, volunteer events, and invasive plants, why not to plant them, and good alternatives.

As people learn of the crisis in Kirkland's forests, we will also need to be clear in our message that the solution requires a significant investment. Increased public interest in forest restoration will help raise private dollars toward this cause. But that's not enough to sustain forested natural areas for the long term. We also need to secure substantial permanent public funding for ongoing restoration and maintenance.

IDENTIFY AND ENGAGE DIVERSE COMMUNITY GROUPS

Several different groups have volunteered with Parks and Community Services in some capacity. Through Boy Scouts, business volunteer days, neighborhood associations, faith-based organizations community services, school service learning credits, or individual service hours, the partnership will work to continue to engage these groups in restoration. The Green Kirkland Partnership will also work to reach new groups of volunteers to expand the program. The partnership will:

- Meet with community groups, businesses, faith-based organizations, civic organizations, schools and nonprofits to educate about the partnership and seek volunteer support
- Work with teachers to incorporate a field trip or outdoor classroom curriculum designed around stewardship
- Inform schools about service learning potential for students
- Host outreach booths at public events
- Work with Earth Day events or United Way's annual Day of Caring to attract local employers and large groups of volunteers
- Provide summer job-training programs (such as TASK) for youth
- Post signs in local parks where restoration is occurring
- Work with court-appointed community service volunteers
- Work with businesses to develop employee community service day
- Create a Natural Area Stewards program that allows community members or groups to adopt a local natural area
- Organize and host work parties and advertise them.

Objective 2: Demonstrate Appreciation for Volunteers and Seek Their Input into Program

The Green Kirkland Partnership will work toward sustaining existing volunteers and recruit new ones through recognizing volunteers' accomplishments and tapping their expertise as we improve the program.

We will celebrate volunteers' achievements and emphasize the crucial role they play in restoring Kirkland's natural areas. Communication such as recognition of outstanding efforts and service rewards will be published on the Green Kirkland Partnership website and in neighborhood newspapers. Each person will become a Cascade Land Conservancy volunteer, which entitles them to:

- Invitations to special events, stewardship work parties, member hikes, and tours of conserved lands
- Subscription to CLC's newsletter, providing information on and conservation and stewardship projects throughout the region.

Volunteers are also a valuable source of on-the-ground expertise. Consistent with our adaptive management approach, we will ask volunteers to give their input into our annual work plan. We will track volunteer efforts and results in our Treeiage system, and we will seek their advice on which BMPs have worked and which may need reassessment.

Objective 3: Create Sustainable Volunteer Stewardship Program: Natural Area Stewards Program

The intent of the Natural Area Steward program is to build a legacy of restoration, maintenance, and stewardship around natural areas. This program will provide regular volunteers with additional opportunities and challenges and keep them motivated. In the first 5 years, we expect to train and support eight volunteer Natural Area Stewards in BMPs, volunteer management and motivation, and reporting. The stewards will direct volunteers in the field and act as leaders in their communities. Stewards will garner support for their local forests and natural areas. We will support them with staff support and guidance in site planning and restoration work.

As resources allow, we will train new Natural Area Stewards to do the following:

- Serve as key contact for the Green Kirkland Partnership
- Organize and lead volunteer forest restoration events and activities in the steward's park(s)
- Coordinate with our staff to develop site restoration plans
- Complete an annual report on restoration activities
- Attend an annual training event.

Reaching out to our existing volunteer network will be a top priority. Many seasoned veterans of long-term restoration work have numerous years of restoration experience. While not all existing volunteer projects will be on the priority list for the first 5 years, we will work to integrate them and our valued partners into the program.

Objective 4: Encourage Businesses to Contribute to Program Goals

Business contributions to the Green Kirkland Partnership goals will occur through five basic activities:

- Employee participation in Green Kirkland Partnership events
- Cash donations
- Opportunities to sponsor restoration efforts
- In-kind contributions (equipment and materials)
- Refraining from planting or selling invasive plants.

We will seek business participation, including donations and in-kind contributions. We will recruit corporate sponsors to hold employee stewardship events at Green Kirkland Partnership sites and ask that businesses contribute the supplies and materials necessary for the event. In turn, we will offer incentives such as special recognition for supporting the Green Kirkland Partnership.

We will encourage landscape supply businesses to refrain from selling plants listed as "Weeds of Concern" by the King County Noxious Weed Control Board. These plants include butterfly bush, morning glory, yellow flag iris, and English ivy. While these plants may be as economically destructive as some Class A noxious weeds, they are not restricted in King County. The Green Kirkland Partnership will work with businesses directly—and through the outreach programs of King County and the state universities—to provide education on invasive plants and suitable alternatives for sale. We will also seek opportunities to convey our message on gardening shows on local television channels.

Objective 5: Work to Engage and Educate Private Landowners

While stewardship on public lands is an important step for restoring canopy cover, protecting habitat for wildlife and improving water quality, private lands cover a greater extent of the city. Activities that occur on these private lands can greatly influence the condition of our public natural areas despite our best efforts to restore them. For instance, English ivy growing as a border plant in a landowner's backyard can quickly escape into a park either by spreading beyond the property line, or by birds dispersing seeds. Many invasive species also spread when yard waste is illegally dumped in parks. In fact, these are the common ways in which natural areas become infested with invasive species. Alternatively, landowners can also be a great resource for restoring their neighborhood park and engaging their neighbors, schools, clubs, and businesses to help the cause. In addition, private landowners will be the main source for retaining tree canopy and acquiring additional and expanding current natural areas. Potential ways for the Green Kirkland Partnership to educate and engage private landowners as an important constituency include:

- Develop mailings and handouts to inform residents about the problem facing our natural areas, the solution through the Green Kirkland Partnership, the benefits of removing invasive species from their properties (in addition to the parks) and replacing them with native species, and how they can get involved.
- Provide information on the city and Green Kirkland Partnership websites, park kiosks, neighborhood newsletters, local papers
- Work with larger programs such as the National Wildlife Federation's Community Backyard Habitat Program or School Yard Project to develop a program for helping build a community program
- Work with landowners and the Planning and Community Development department to create Native Growth Protection Easements that involve appropriate management through community stewardship rather than a hands-off approach
- Train landowners in BMPs through Natural Area Stewardship program
- Create plant lists for developers and landowners that prohibit invasive species and promote native species and tree retention and establishment
- Provide incentives for landowners. Incentives include plant materials or a crew day to remove invasives in troublesome areas like steep slopes or to remove invasives that may need herbicide application

BALANCED SCORECARD

In order to track our progress, we have developed the Green Kirkland Partnership balanced scorecard (Table 4). The scorecard captures our goals and objectives within each area of implementation: field work, resources, and community. We will use this scorecard to measure our progress and the effectiveness of our strategies. The next section, Adaptive Management, discusses how we will make adjustments and improve our strategies over time. Adaptive management ensures our activities continue to be effective.

Table 4. The Green Kirkland Partnership Balanced Scorecard

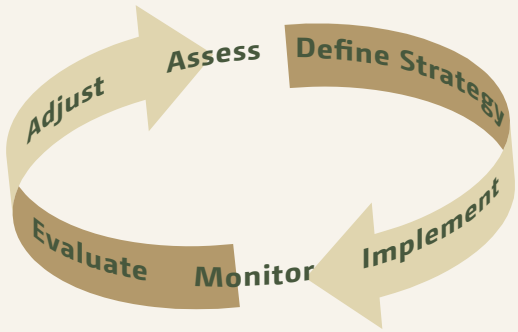
	OBJECTIVE		MEASURE
	Restore and Maintain 372 acres of Forested Parkland by 2027		# of acres restored to annual goal
Field Work — All 372 acres are restored by 2027			
	Evaluate	Evaluate conditions and prioritize sites for restoration	# sites evaluated, prioritized
	Plan	Develop Annual Work Plan	Annual work plan identifying restoration sites
	Implement	Implement restoration projects optimizing ecological function	# of site restoration plans completed # of acres entered into restoration Best practices updated annually
	Monitor	Monitor and maintain sites over the long term	Annual monitoring report Maintenance is performed as indicated
Resources — Sufficient resources are available to complete restoration work and provide long-term maintenance.			
	Financial	Continue current funding	$ budgeted and source to meet restoration requirement
		Develop long-term, stable public funding source	Mechanisms in place by 2013 sufficient to meet need
	Paid Staff & Labor	Provide sufficient staff to support field work, volunteer management, and partnership programs	# staff/crew dedicated, # acres entered into restoration by staff/crew
		Hire paid crews for priority sites lacking volunteer support or sites with difficult conditions	% of priority sites in annual plan not being restored by volunteer efforts entered into restoration % of contract crews trained in BMPs
	Volunteer Labor	Increase number of volunteer hours to 14,000 per year by 2013	# of hours to annual goal, value contribution of volunteer (staff cost per volunteer hour)
		Increase productivity by providing support and materials to volunteers	$ and hours/acre restored Staff cost per volunteer hour
Community — An informed, involved and active civic community supports the partnership			
	Community	Educate and engage community about problem and solution through GKP	Outreach and education program materials developed
		Community supports and demands restoration and maintenance of forested natural areas through widespread understanding of the issue and support of GKP as solution	Kirkland annual city survey - % of residents aware of problem and GKP, and % of residents supporting acquisition, restoration and maintenance % of residents interested in volunteering
	Volunteers	Engage youth and community organizations in restoration and monitoring	# of groups participating in events # of hours contributed
		Encourage businesses to contribute to program goals	# of businesses supporting program through sponsorship, in-kind contributions, or volunteer events # of businesses that stop selling invasive plants
		Train Natural Area Stewards in volunteer management and BMPs	# of Natural Area Stewards trained and actively holding events
		Demonstrate appreciation for volunteers and seek input into program	# of volunteer suggestions implemented Volunteer recognition activities

4. ADAPTIVE MANAGEMENT

Urban habitat restoration is an evolving field in which each project is a new lesson in restoration and urban ecology. These lessons are not possible without continuous monitoring to collect information about the progress or effectiveness of restoration efforts. Monitoring can often detect early outbreaks of invasive species before they get out of control and can even inform land managers about the ecosystem health of the site. For instance, poor plant survival may be due to any number of factors, but these results will require additional data collection and perhaps modification of restoration plans to resolve the problem. Often we need this information to proceed with future phases. This process of monitoring, evaluating, and revising is known as adaptive management.

Adaptive management improves overall management because it ties together the initial planning effort, with implementation and results through active feedback. In a closed circuit process, adaptive management begins by thoroughly assessing the problem. This step was accomplished by analyzing Kirkland's forest canopy and invasive species cover in public forested natural areas with the Tree-iage model. Next, we define goals and develop a strategy (community stewardship) to resolve the problem of Kirkland's declining forested natural areas, then we implement the strategy (community stewardship/volunteer events), monitor the results (acres restored), and evaluate the results to determine if the goals were met and identify what worked and what did not work. This new information helps to re-evaluate the problem and revise our strategy, launching into the cycle once again.

Since urban forests are dynamic ecosystems facing numerous challenges, we will need to evaluate our restoration efforts and allow room for changes in our management plan. The Balanced Scorecard will help us review our goals and track our progress annually. By measuring the evolution toward each objective, we can assess the effectiveness of each strategy. For example, we can't wait until a lack of volunteer support points out the need to change community volunteer outreach strategy. Rather, we will track how effective our activities are throughout the life of the plan and, through adaptive management, make adjustments as necessary.



Adaptive Management Framework (adapted from Murray and Jones 2002)

Appendices

Appendix A: Tree-iage Categories by Park

Appendix B: Tree-iage by Neighborhood Association

Appendix C: Summary of Public Comments

Appendix D: Green Kirkland Partnership Five-Year Strategic Plan and Benchmarks

Appendix E: Invasive Species Removal BMPs

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APPENDIX A

Tree-iage Categories by Park

Table A-1. Tree-iage categories by park in Kirkland

Tree-iage Category	Park	Acreage
1	N Rose Hill Woodlands	3.71
	Open Space- N Rose Hill NA*	0.89
	Watershed Park	8.56
2	Cotton Hill	0.59
	McAuliffe Park	2.07
	Open Space- Totem Lake NA	1.45
	S Norway Hill	9.77
	S Rose Hill Park	1.09
	Watershed Park	6.88
	Waverly Beach	0.47
3	Heritage Park	1.73
4	Everest Park	9.66
	Heronfield Wetlands	24.45
	Juanita Bay Park	69.99
	Kiwanis	0.59
	Mark Twain Park	1.04
	N Rose Hill Woodlands	9.06
	Open Space- Highlands NA: 1.52 a, N Rose Hill NA: 0.29 a	1.81
	Watershed Park	2.26
	Yarrow Bay Wetlands	21.00
5	Brookhaven	0.46
	Carillon Woods	9.11
	Cotton Hill	0.32
	Crestwoods	15.79
	Forbes Lake Park	0.37
	Kiwanis	1.76
	McAuliffe Park	0.28
	Open Space- South Juanita NA	1.94
	Pharaoh Head	0.76
	Watershed Park	46.16
6	Heronfield Wetlands	4.94
	Mark Twain Park	1.06
	Watershed Park	0.84
7	Forbes Lake Park	8.42
	N Rose Hill Woodlands	7.99
	Open Space- N Rose Hill NA	0.78
	Snyder's Corner	2.28
	Watershed Park	1.52
	Yarrow Bay Wetlands	49.57
8	Juanita Bay Park	1.83
	Open Space- N Juanita NA	0.07
	Snyder's Corner	2.30
9	Cotton Hill	1.01
	Juanita Bay Park	21.72
	McAuliffe Park	0.51
	Ohde Ave Pea Patch	0.55
	Open Space- N Rose Hill	1.08
	Pharaoh Head	0.27
	Rose Hill Meadows	0.74
	Watershed Park	10.60

**NA = Neighborhood Association*

Table B-1: Tree-iage acres by neighborhood association in Kirkland

Tree-iage Category	Bridle Trails	Central Hough-ton	Everest	High-lands	Lake-view	Market	Moss Bay	Norkirk	North Juanita	North RoseHill	South Juanita	South RoseHill	Totem Lake	TOTAL
1	—	8.56	—	—	—	—	—	—	—	4.60	—	—	—	13.16
2	—	6.88	—	0.59	—	0.47	—	—	—	—	2.07	1.09	11.22	22.32
3	—	—	—	—	—	1.73	—	—	—	—	—	—	—	1.73
4	—	2.26	9.66	1.52	21.00	13.28	—	—	—	10.39	59.61	—	22.14	139.86
5	—	55.27	—	0.32	—	1.76	—	7.84	1.22	0.37	10.17	—	—	76.95
6	—	0.84	—	—	—	—	—	—	—	1.06	0.32	—	4.62	6.84
7	2.28	1.52	—	—	49.57	—	—	—	—	17.19	—	—	—	70.56
8	2.30	—	—	—	—	—	—	—	0.07	—	1.83	—	—	4.2
9	—	9.95	0.55	1.01	0.65	20.44	—	—	0.27	1.08	1.79	0.74	—	36.48
TOTAL	4.58	85.28	10.21	3.44	71.22	37.68	0	7.84	1.56	34.69	75.79	1.83	37.98	372.1

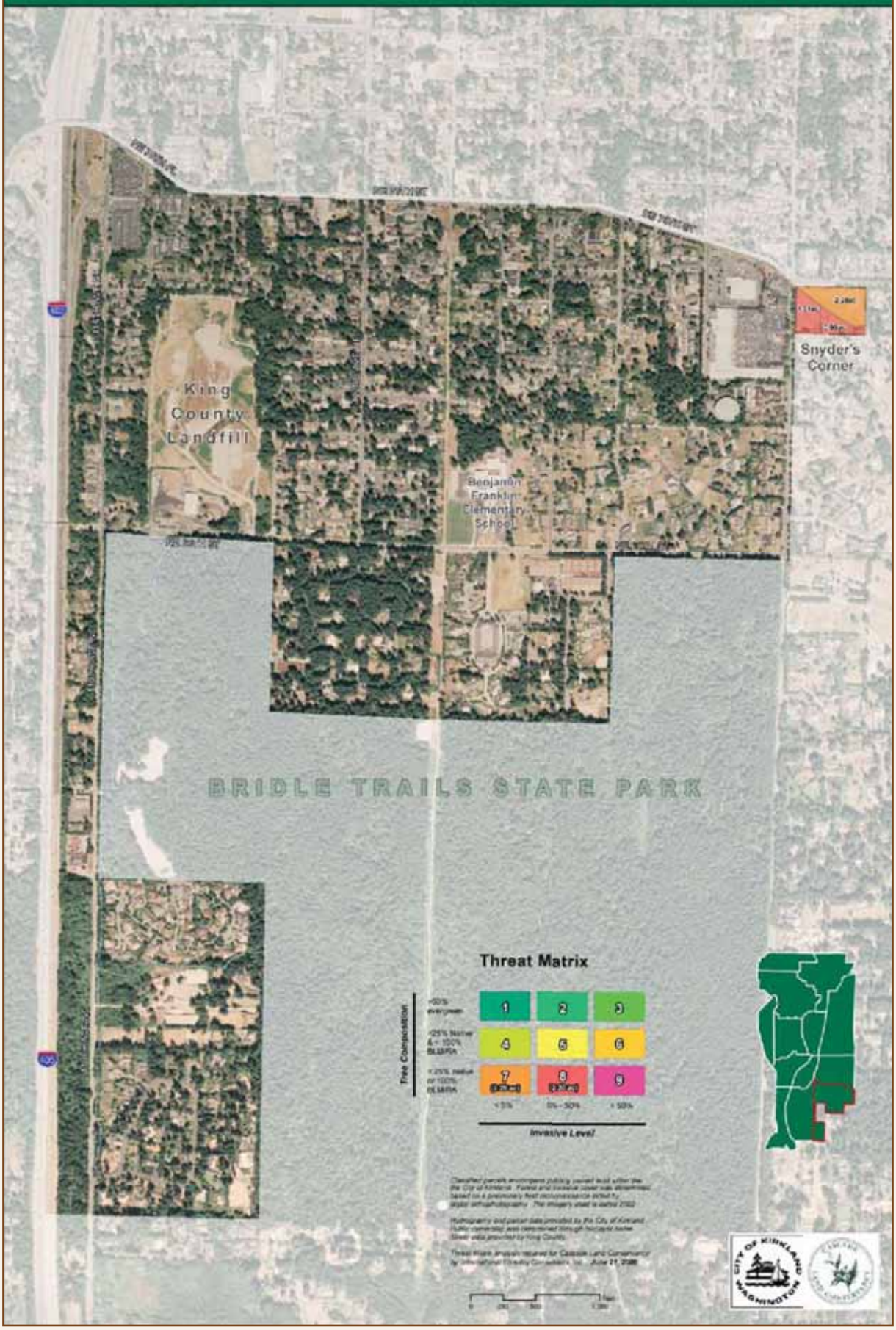
APPENDIX B

Tree-iage by Neighborhood Association

Green Kirkland Partnership

Bridle Trails Neighborhood

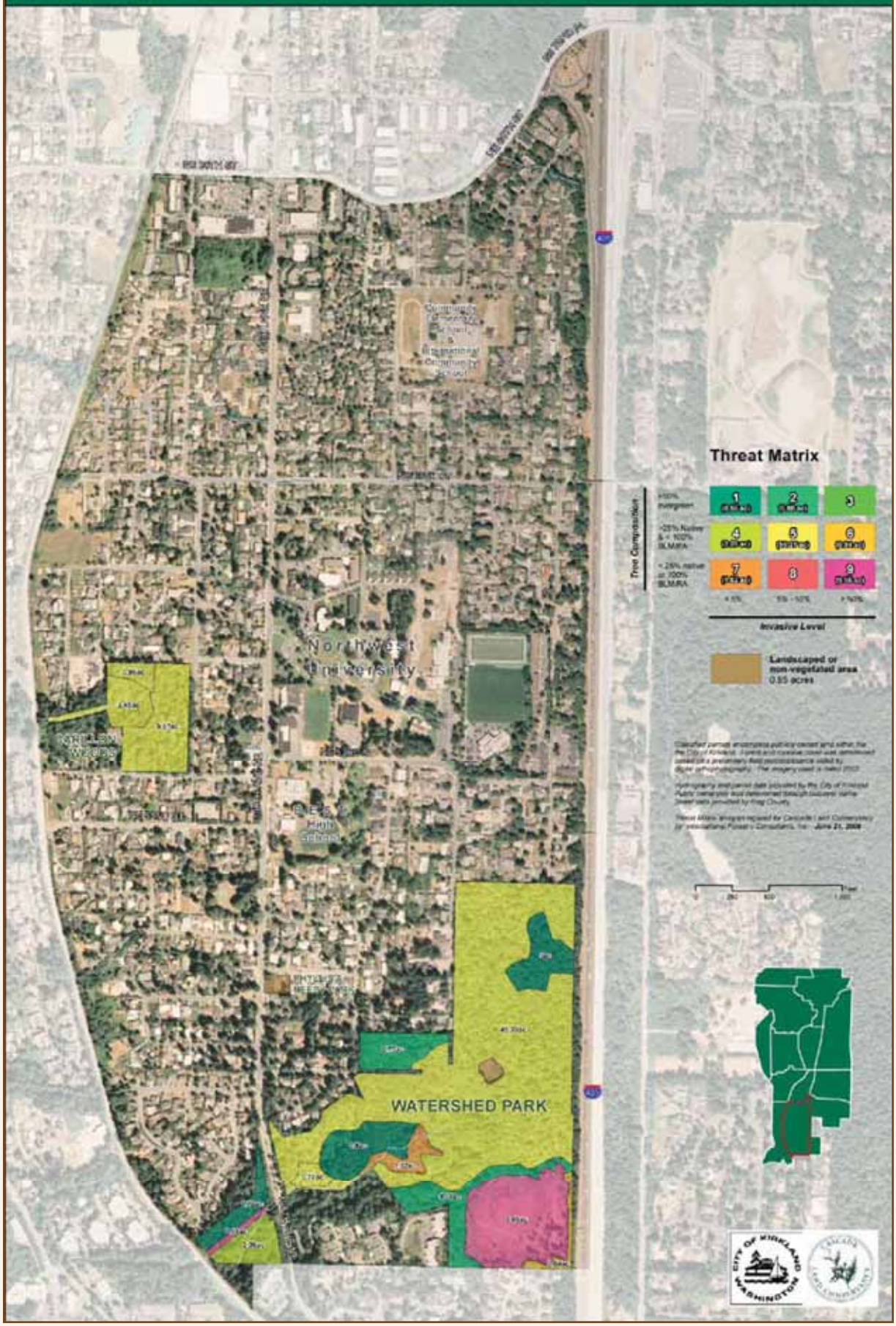
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

Central Houghton Neighborhood

Public Open Space Tree-iage Matrix



Green Kirkland Partnership

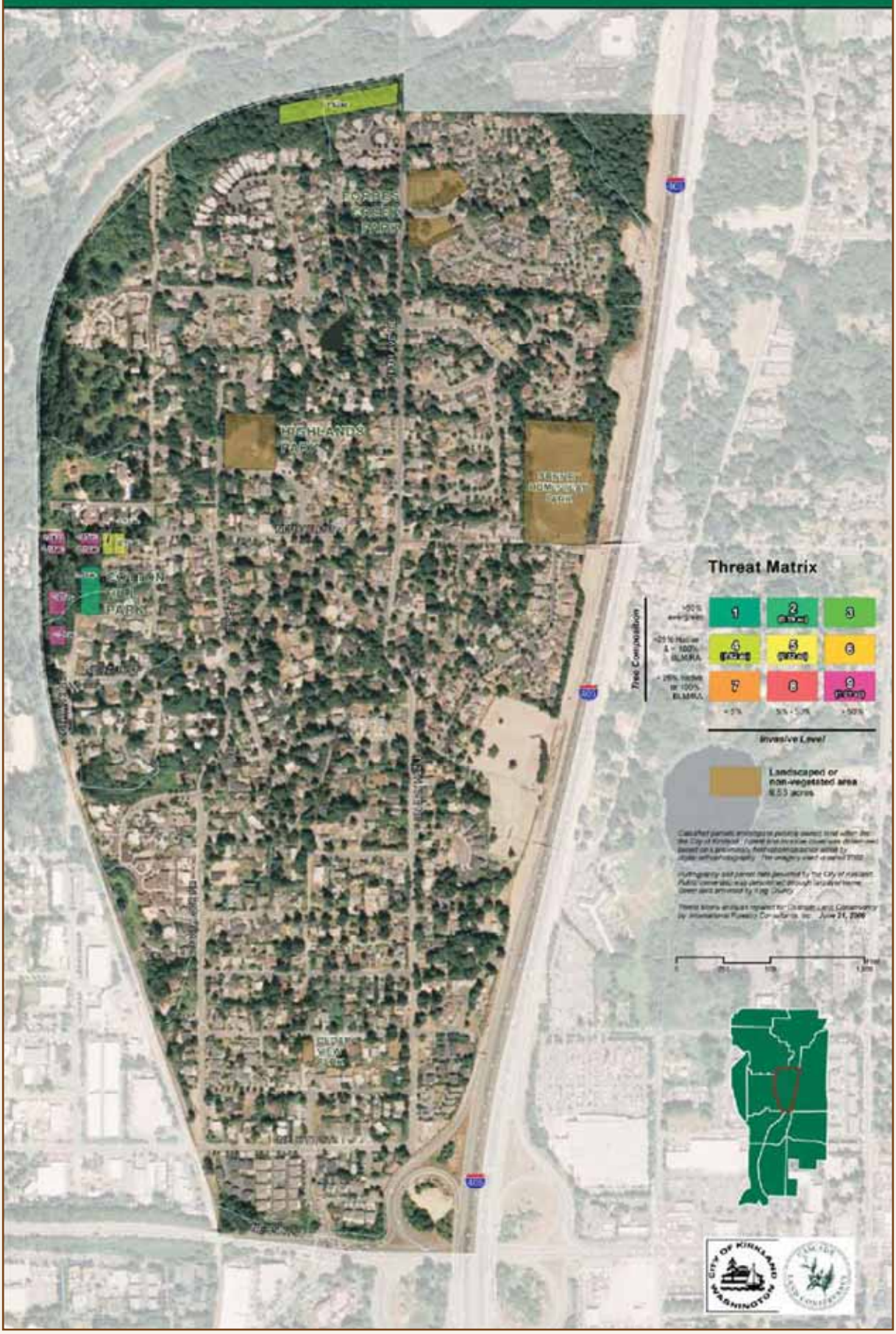
Everest Neighborhood

Public Open Space Tree-iage Matrix

Green Kirkland Partnership

Highlands Neighborhood

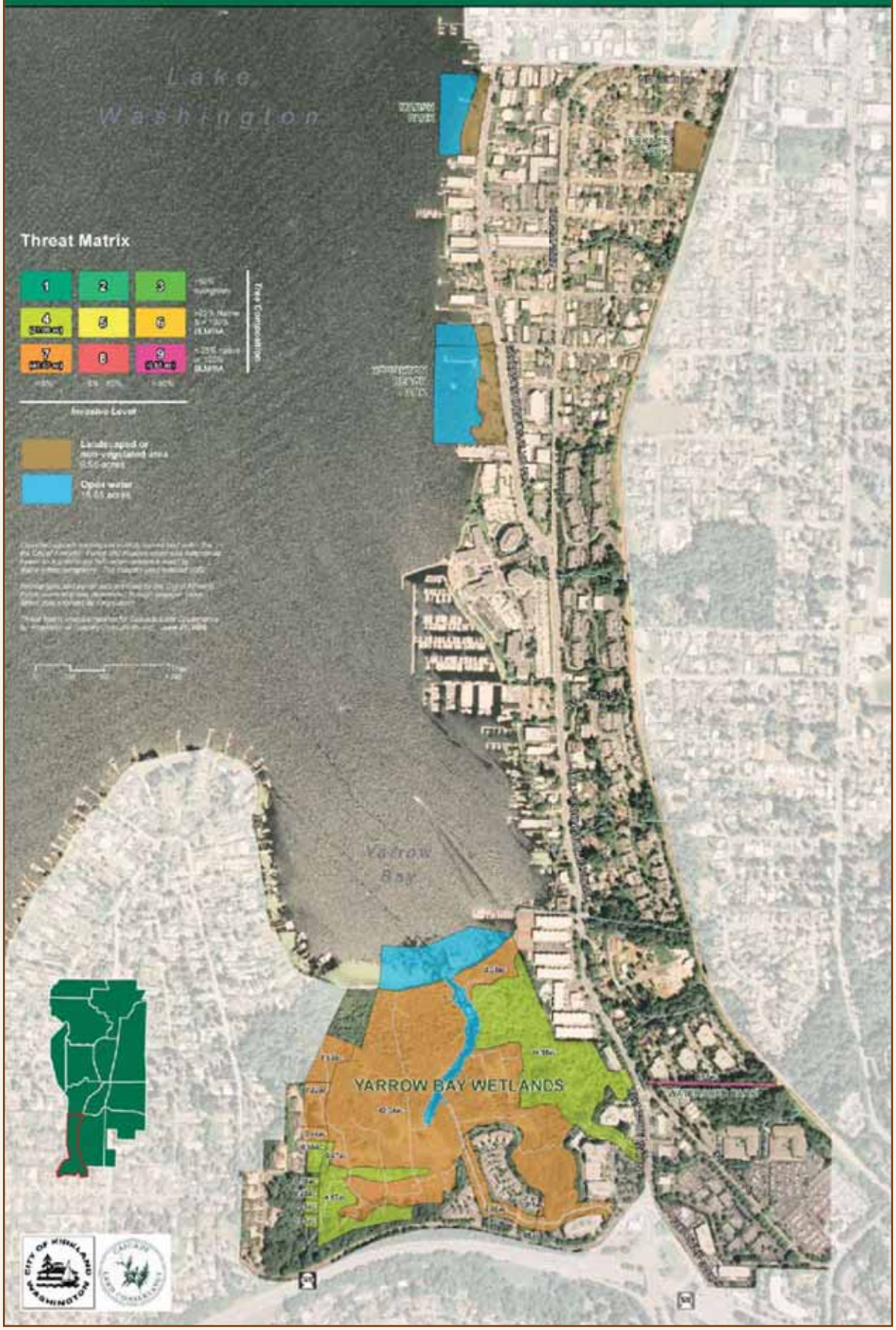
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

Lakeview Neighborhood

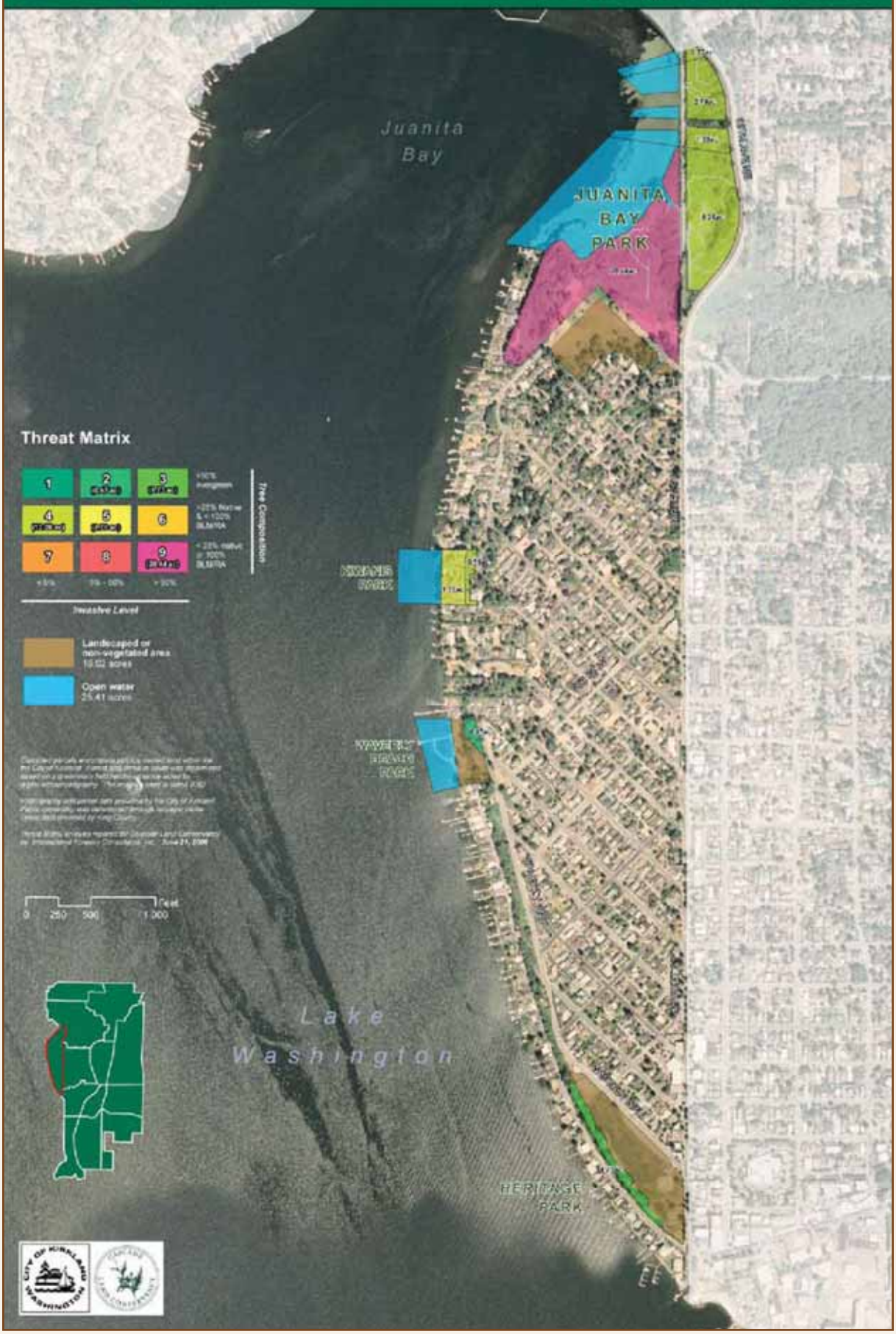
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

Market Neighborhood

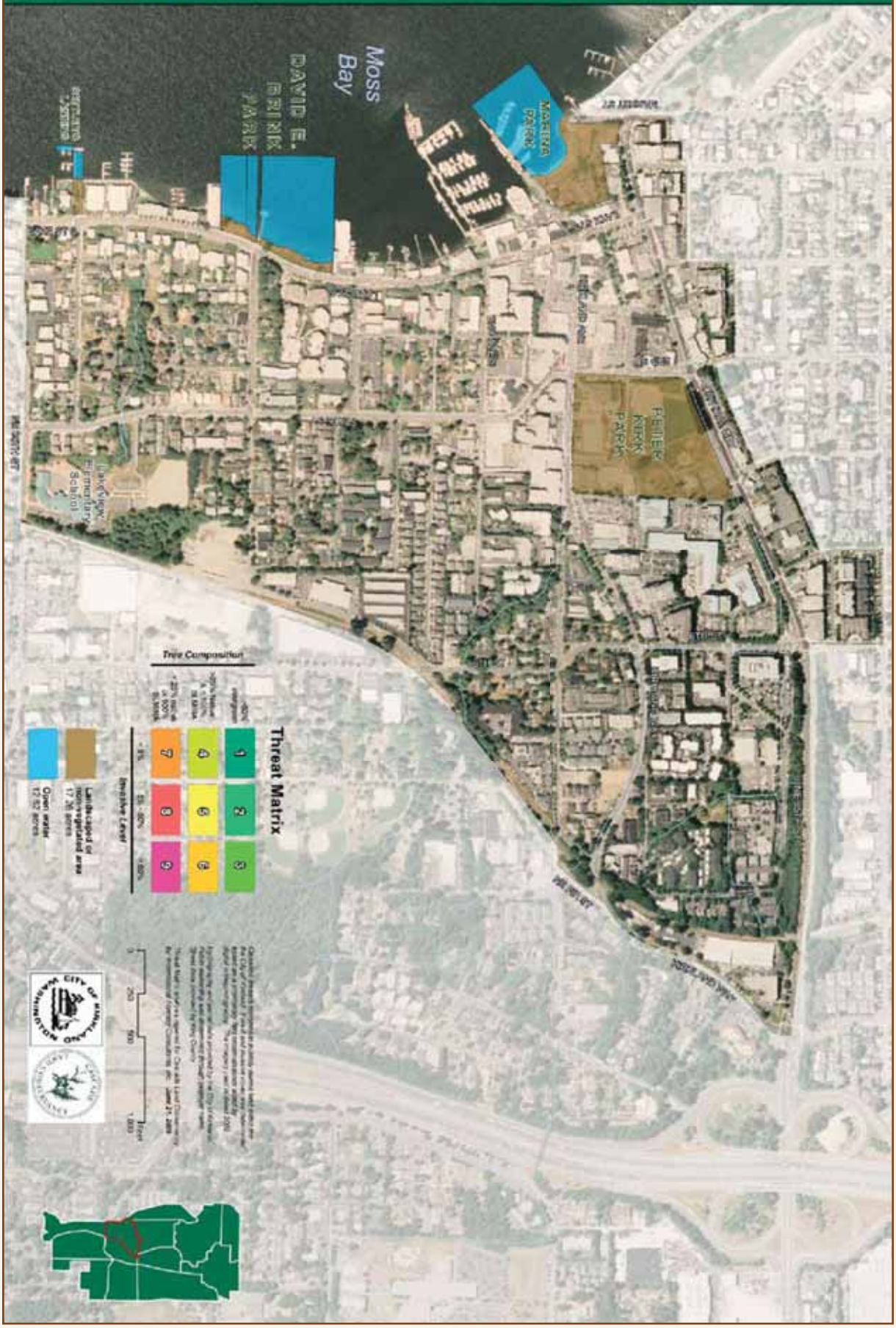
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

Moss Bay Neighborhood

Public Open Space Tree-iage Matrix



Green Kirkland Partnership

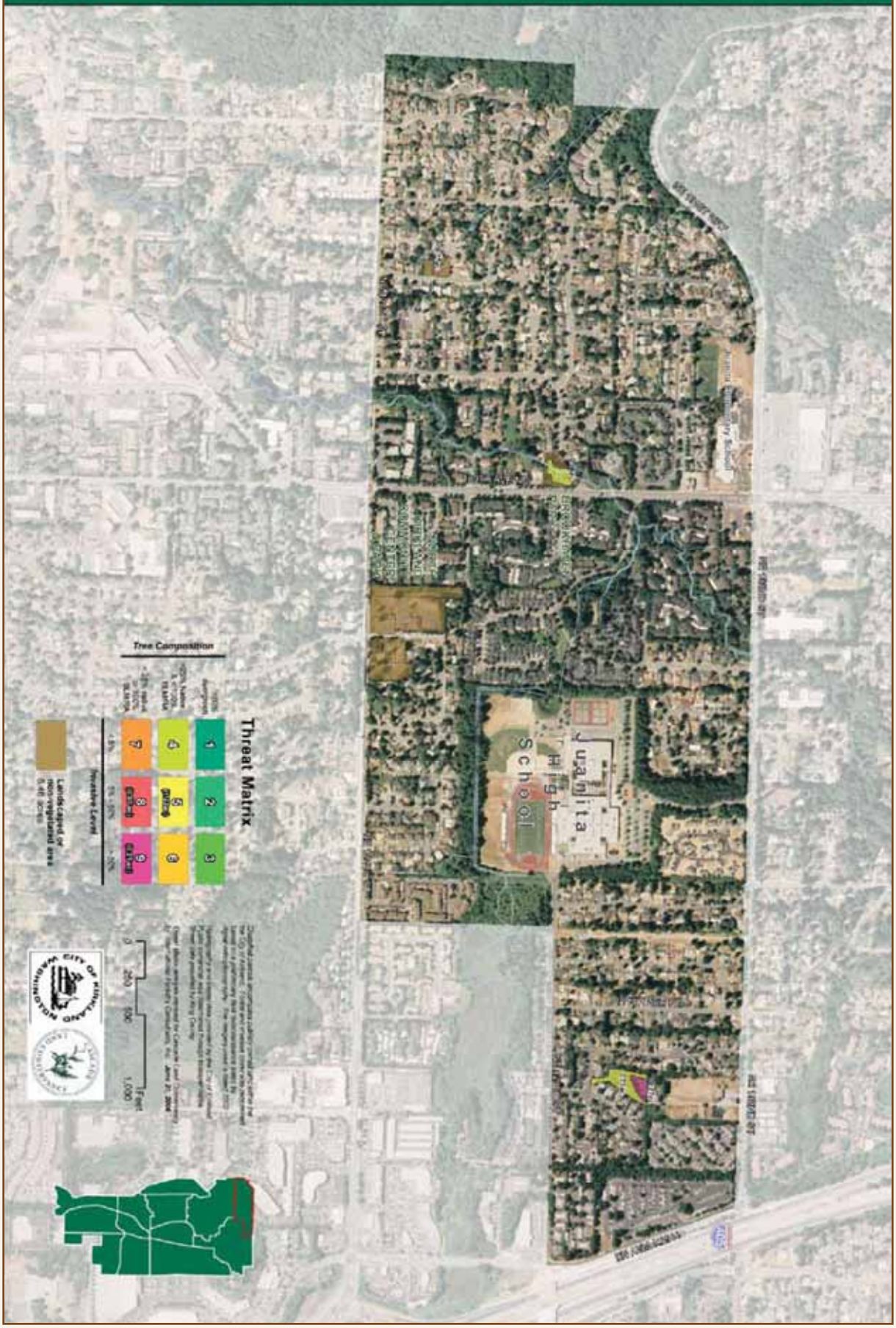
Norkirk Neighborhood

Public Open Space Tree-iage Matrix

Green Kirkland Partnership

North Juanita Neighborhood

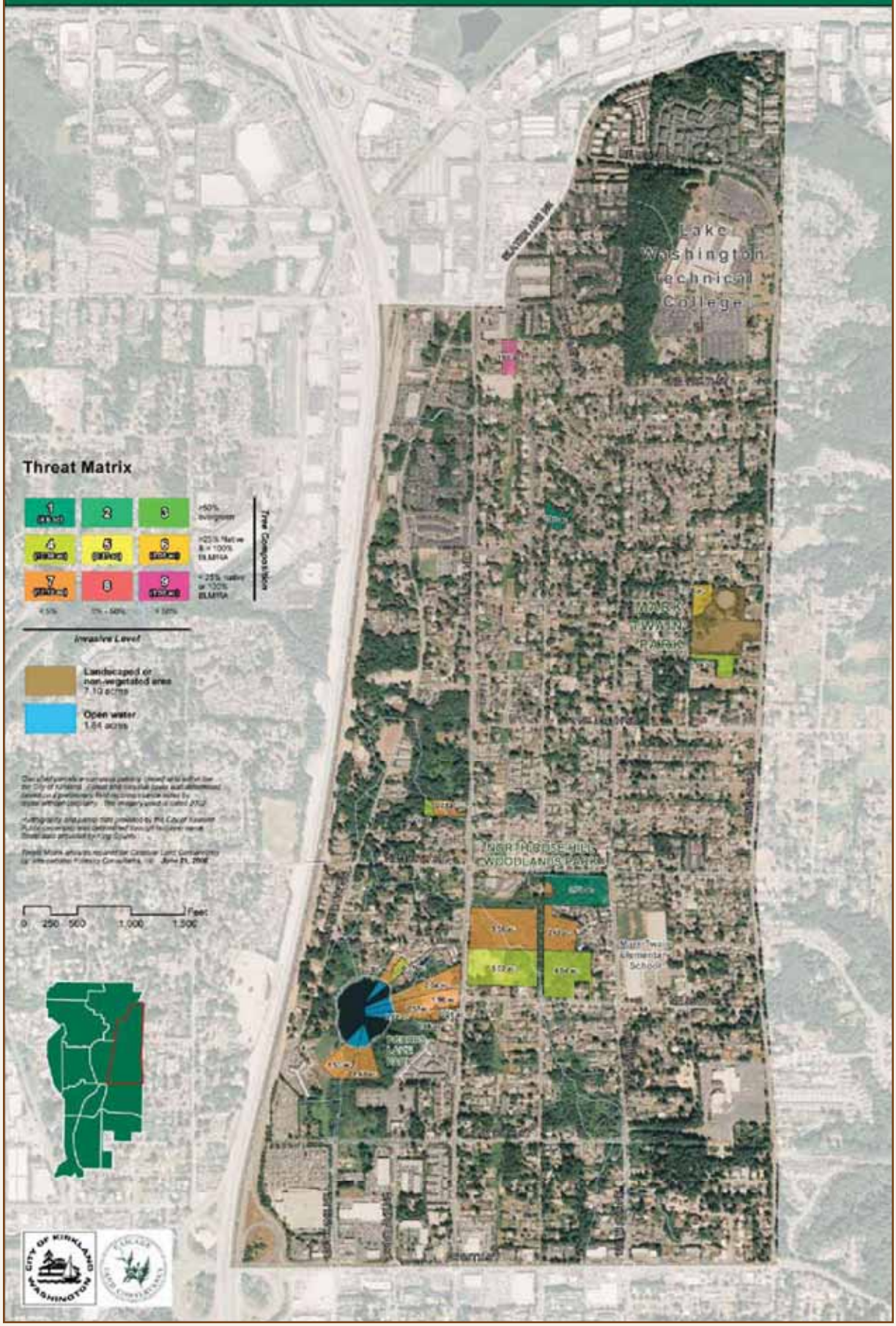
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

North Rose Hill Neighborhood

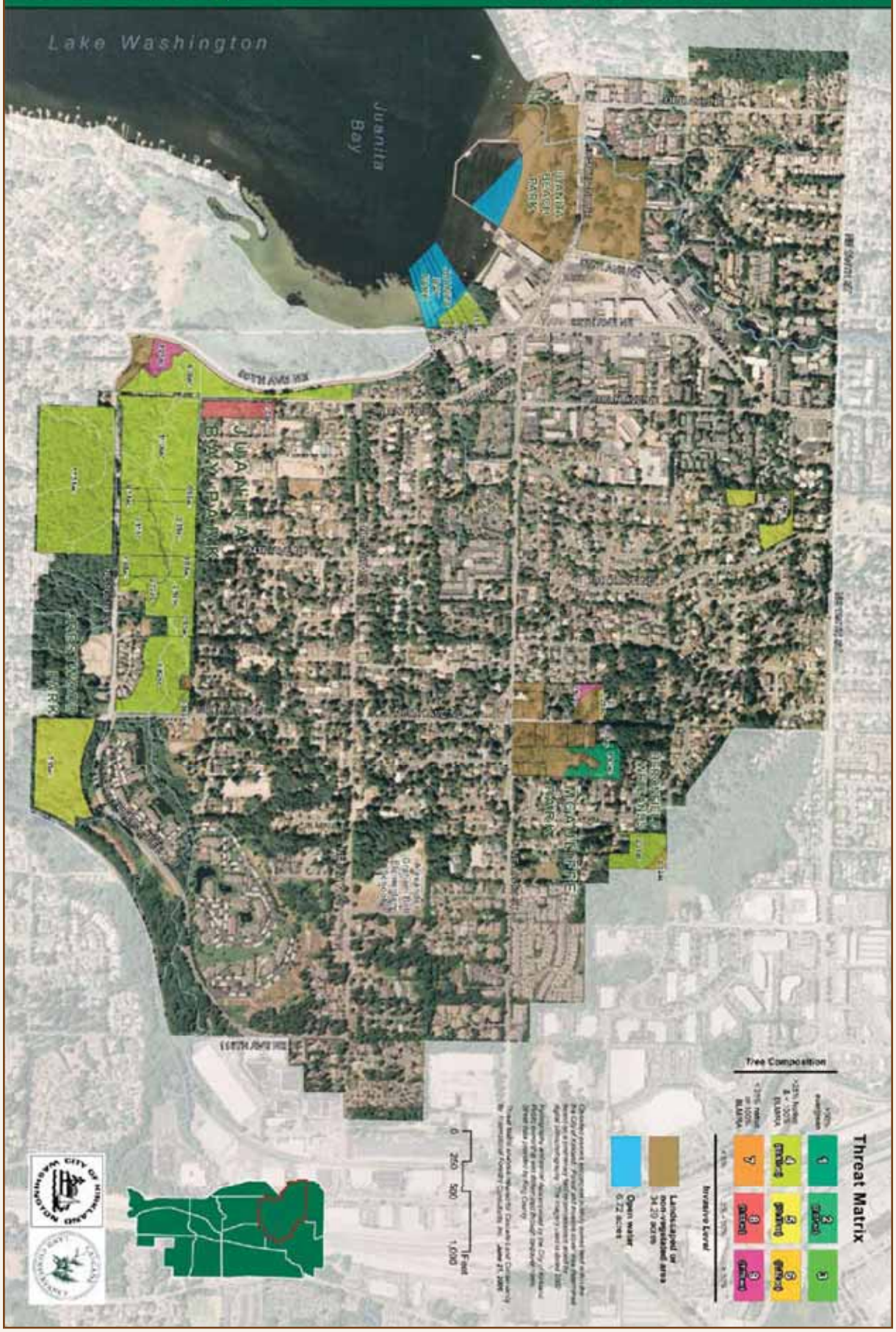
Public Open Space Tree-iage Matrix



Green Kirkland Partnership

South Juanita Neighborhood

Public Open Space Tree-iage Matrix



Green Kirkland Partnership

South Rose Hill Neighborhood

Public Open Space Tree-iage Matrix

Green Kirkland Partnership

Totem Lake Neighborhood

Public Open Space Tree-iage Matrix

APPENDIX C

Summary of Public Comments

The comments listed below were received from community participants at a focus group held at Heritage Hall on October 17, 2007. Participants broke out into three groups to answer the questions listed below.Additional responses were received through an online survey through November 2007. The responses and suggestions will be used in combination with site analysis and ecological evaluation to focus restoration, acquisition and volunteer recruitment activities for the Green Kirkland Partnership over the next 2-5 years.

Table C-1. Summary of Public Comments on Green Kirkland Partnership

Zip Codes: 98033, 98144, 98034

Four parks visited most frequently
(In order of most visited parks to least visited parks)

No. votes	Park Name
11	Peter Kirk
9	Juanita Bay Park
6	Crestwoods Park
6	Marina
5	Watershed Park
5	Carillon Woods
5	Bridle Trails
4	Everest
4	Heritage Park
4	Kiwanis Park
4	Houghton Beach
3	North Rose Hill Woodlands
2	Marine View Park
2	McAulife Park
2	Cedar View
2	Spinney homestead
1	BEST High School
1	Mark Twain Park
1	Forbes Creek
1	North Kirkland community Center and Park
1	Ben Franklin School Park
1	S Rose Hill Neighborhood Park
1	Cariollon Point
1	Denny
1	Snyder's Corner
1	Van Aalst
1	Picnic Point

Q1: Understanding the problem our natural areas are experiencing, what are three things you want to take action on immediately as a community member?

PRIORITIZE PARKS:

- Size
- Potential for habitat
- Spatial relationship to other lands
- Diversity of habitats
- Public use—where appropriate
- Retain city-owned ROW's as green spaces, add walking trails
- RR ROW

EDUCATION

- Rigorous program to engage students, there are service learning opportunities that students are desperate for projects—should approach all schools
- Provide volunteer training
- Educate neighbors around the park where work is occurring
- If I could myself increase my knowledge of native plants, preservation work, etc. that would be worthwhile as would further engaging my own family in Kirkland park use and preservation
- Publicity & Education
- Get People Involved
- Families, parents, kids, neighborhood associations—outreach speakers bureau
- Create neighborhood steward program "Adopt-A-Park" program

PRIORITIZE INVASIVE REMOVAL

1) Watershed Park
2) Kiwanis Park
3) Crestwoods forested area
4) Forbes Creek—corridor—between Juanita bay and I-405

- Tackle sites with moderate invasion because you can make more progress
- Other Ideas
- Consider Acquiring E Finn Hill (currently Uninc. King County)
- Protect any areas that aren't protected, if acquisition is possible
- More aggressive volunteer organizing-Power of volunteers
- Committee of neighborhood associations to take responsibility of volunteers and sustainability
- Recognize successful volunteers (in Kirkland paper)
- Sticker for businesses that support partnerships for business
- Safety of parks to people—older trees, etc.
- Yarrow Bay and the shoreline. I recently surveyed the Kirkland shoreline and was dismayed to see how much of our own public lands still have concrete breakwaters and solid bulkheads. We could go a long way towards setting a better example for private landowners if we "greened" those places
- It's exciting to see urban forest restoration expand from Seward Park to Seattle to other cities such as Kirkland
- Communicate
- Acquire Goat Hill
- Maintain existing trails. Add more hiking/walking trails

- Continue presences in local boards continue, to volunteer educate community
- I see a lot of ivy growing on trees around our area now that I have been educated about it. It would be great to have work parties travel around and attack these things to help it from spreading further
- How do we get "ownership of parks" and work with that idea
- Hold a Green Fair—hold it with Redmond or Bellevue—offer discounted composting bins, worm bins, native plants, mulching mowers, — like other cities do. Get the word out about the work being done at the parks. Hold events there—historical walks?
- 1) Identify which parks are over-utilized and compensate with additional maintenance/funding. 2) Identify which parks are under-utilized and rectify any adoption barriers
- I would like to see the railroad co. stop spraying weed killer and tearing down the trees along the rail route. I live right above the rr tracks
- Continue and make a sustained effort with those already begun

Q2. Which parks would you like to see the partnership begin to restore in the next 1-5 years? 5-10 years? 10-20 years?

1-5 years

- Bridle Trails
- Watershed Park
- Continue at Kiwanis
- Juanita Bay
- Continue at Watershed
- Carillon woods
- Juanita Beach
- Tackle sites with moderate invasion because you can make more progress.
- Cotton Hill
- Snyder's Corner
- Everest
- Waverly Beach Park
- Van Aalst
- Spinney homestead

Other Comments

- Tackle sites with moderate invasion because you can make more progress.
- Start with bigger sites first
- Continue and make a sustained effort with those already begun
- None, if it means more flowers and old buildings relocated

5-10 years

- Forbes Creek
- Juanita Beach
- Juanita Bay
- N Rose Hill Woodlands
- Crestwoods
- Rose Hill Meadows
- Yarrow- provide access to water
- Watershed Park
- Kiwanis Park
- Houghton Land Fill
- Snyder's Corner
- Totem Lake

Other Comments

- more energy to fragmented parks - new acquisition
- create activity opportunities on new purchases
- New Acquisitions

Q3. If you have $5 million dollars to spend on restoration, how would you distribute this funding among the parks? (listed in order of higher priority for receiving funding to lower priority)

No. of stickers	Park name/site description
13	Juanita Bay forested uplands
13	Watershed Park
11	Forbes Creek
11	Juanita Bay
9	Watershed Park
9	Kiwanis
8	Carillon woods
6	Yarrow Bay wetlands eastern portion
6	Forbes Creek
6	Heronsfield Wetlands
5	Juanita Beach
4	N Rose Hill Woodlands
4	Everest Park
3	Juanita Bay forested uplands
3	McAulife
3	Forbes Lake
2	Yarrow Bay wetlands
2	Watershed Park- I-405 Staging area
2	N side of Forbes Creek along NE 100th St
2	Marine View Park
2	Waverly Beach Park
1	Watershed Park uplands
1	North Rose Hill Woodlands
1	Crestwoods forested area
1	S side of Forbes Creek along Forbes Creek Drive
1	Carillon woods
1	Everest Park
1	Heritage park, connect to waterfront park with stair access
1	NE 122nd - not City park - KC Housing Authority
1	Brookhaven
1	Peter Kirk Park

Q4. If you have $5 million dollars to spend on this program, how would you distribute this funding? (in %)

	Outreach	Education	Restoration
	29%	30%	41%
	44%	22%	34%
	44%	25%	31%
	10%	30%	45%
	5%	35%	60%
	0%	0%	100%
	15%	15%	70%
	20%	0%	80%
	15%	10%	75%
	15%	15%	70%
	15%	15%	70%
	2%	8%	90%
	15%	15%	70%
	20%	20%	60%
	20%	20%	60%
Average	**18%**	**17%**	**64%**

Q5. Where and how would your prioritize acquisition? (Ranking from high priority for acquisition to low priority for acquisition)

Sticker #	Site description
1	East Slope Finn Hill - because imminent threat of development, relatively unbroken forested landscape
1	Forested DOT or County ROW on the I-405 across from Watershed Park
1	Forested slopes between Totem Lake and City line (132nd PL NE)
1	Lot along 116th Ave, adjacent to Bridle Trails
1	Private riparian areas of Forbes creek that extends east of the park into housing development (along Forbes Cr Dr)
1	Seahawks field
1	Undeveloped riparian slopes along northwest border of City
2	Fill gaps of private properties along Forbes Creek from Lake Washington to
2	Forbes Creek Wetland—because corridor, acquisitions fill the gaps in corridor, remaining parcels proposed for development
2	Lot along NE 60th St adjacent to Bridle Trails
2	Private properties between Forbes Lake city ownerships and connecting along Forbes Creek to NE 90th St
2	Private vacant lots between Forbes Creek and Crestwoods
2	Privately owned wetlands associated with off NE 128th ST
2	Steep slope owned by condo association south of Watershed Park
2	Wildlife Corridor over I-405 between watershed park and bridle trails, and connecting Forbes Creek riparian area
2	Yarrow Bay
3	Mark Twain Elementary
3	Private properties between Everest Park city ownerships
3	Property south of Forbes Lake Park along NE 90th St
3	Riparian lot off NE124th St

Comments with no ranking

- Link water front between Juanita Bay and Juanita Beach
- Create one contiguous wildlife corridor between Juanita Bay, Forbes Creek, Crestwood forests, Cotton hill, to Forbes Lake RR ROW
- Vacant forest land south of Watershed Park between RR ROW and NE 38th Pl

Q6. How can we engage more volunteers? Who should we contact or partner with?

Who

- Neighborhood Associations
- Schools
- Colleges
- Prison
- Scout groups
- Stewardship groups
- Local companies
- United Way Day of Caring
- Church
- Schools adjacent to parks
- Neighbors adjacent to parks
- Businesses
- Lake Wa Vocational Tech
- Evergreen Hospital
- Gold's gym and other fitness shops
- Focus on organizations not individuals (scouts -girls and boys)
- Summer camps
- Senior citizen garden groups
- Juanita Bay Athletic club

How

- Education and stewardship
- Stipend
- Volunteer recognition and appreciation
- Friends-of Program or Adopt a Park program
- Allow networking between volunteer groups
- Training programs "Master" education efforts (master gardener/ birder, etc.)
- Adopt a stream turned adopt a forest
- Divide work into small pieces so volunteers feel accomplishment and ownership
- Offer team building for businesses,
- Recognition of businesses on a public board
- Jail/work release/court appointed community service time
- Ask businesses to sponsor parks, offer give-aways from businesses to volunteers
- T-shirts as a reward and marketing
- Bumper sticker—"I am a Green Kirkland Volunteer"
- Grade point/extra credit/ credit for volunteering/ community service credit
- Need fundraising program
- Replicate the Green Seattle model of Forest Stewards combined with volunteer events led by EarthCorps as well as crews doing work independently along with individual volunteers who choose to do this work on their

Q7. Would you engage in Green Kirkland activities? If so, how and if not, why?

Activity	No. Responses
Volunteer Restoration Event	8
Natural Area Steward	2
Financial Donation	2
Volunteer Recruitment	2
Outreach/Education	5
Other:	
Acquisition Coordination	1

Q8. What are likely barriers to volunteering for Green Kirkland restoration events? Can you suggest any solutions to these barriers?

Barriers

- I am already volunteering elsewhere and cannot do any more
- Do not know what to do or how to get started
- Fundraising
- Do not know there is a problem
- Lack of commitment
- Conflict with sports
- Live out of town (Even though they work here)
- Time
- Weather/rain
- Don't know anyone else coming
- Forgot date
- Don't know where event/park is located
- Nobody asked me
- Most communication is on the computer, I don't have one
- Sat morning event time conflicts with schedule
- Three hours is a LONG time for kids and seniors to be either focused on one task or bending and pulling
- Only offer ivy pulls
- Only have it on Sat mornings
- Barriers: time, understanding of the opportunity/need. (I once volunteered, and it turned out there were too many volunteers, so a bunch of us sat around waiting to be told what to do.)
- Lack of visibility
- Our busy lives

Solutions

- Talk to others who are already doing this kind of work, leverage efforts, share resources
- Create ownership with volunteers
- Education
- Provide training
- Community rather than City-wide effort—at the Neighborhoods level
- enlist groups already working outdoors: Little league's, scout groups
- Provide child care

- Timing—early or late, not middle of day, weekday vs. weekend
- Regular events—predictable
- Flyers don't work
- Sports 1-2 hours—find time before or after
- Email communications reminders
- Optional/multiple dates
- Electronic reader boards to announce events
- Reward as a driver and motivator
- City declare certain dates Green Kirkland Partnership Days
- Banners on over passes or key intersections and roads
- Floats on 4th of July
- Parades (little league)
- shorter "shifts" with a "break" that included an educational/naturalist tour of the park would give people a stretch, provide an opportunity for "shift change" and serve as an educational purpose booster and reward for participants
- Maybe a mid-week morning or evening option?
- "Incentives" are always good, a metro pass to get there? a coupon for a discount at a local merchant for some "green" product like a shopping bag or garden gloves? I am not into promoting a lot of "stuff" giveaways but if there are re-usable replacements for other "throwaway" items that support the "green" theme, that is something that people like and others will see and ask about, thus spreading the word
- Taking a long-term view which preserves what could easily be lost. Innovate how natural spaces can be appealing for families and young people without putting in playgrounds everywhere
- The only Green Kirkland events that I recall are about removal of invasive species. I don't know if that is all that is organized to date but wonder if there are other opportunities which might appeal to those not inspired by invasive plant removal. Maybe even renaming to Native Plant Preservation work would be a little change to increase volunteering in this area
- Need point person—volunteer coordinator
- Ask volunteers to give 2 hours on the Saturday work projects and more if they want. Tough to commit to a half day if it's nice. Many will stay more than two hours anyway.
- Reader boards in neighborhoods Internet TV Establish grass roots phone/internet connections Signs in parks Thru Parks Dept. flyers/seasonal catalogs
- We have contributed our time and will continue to do so. We are willing to contribute money if there were tight guidelines on what the funds would be used for and, ideally, if our gift was matched by the city or another donor
- The high school students are always looking for community service hours. (LWHS and ICS). Construct teams of vols., with prizes for most hours in, or work done
- The feeling that it is a futile job as once they leave that park the ivy will start to regrow without a maintenance program in place. Advertising more to alert volunteers that an event is planned to outside work in the parks. At these events a lot of apartment dwellers mentioned to me that these workshops gave them the opportunity to "garden"
- Hard work. Work through organizations: Sr. Ctr., church groups, student groups, etc.
- Make the events about more than just the restoration. Make them a little more social. Maybe go for more singles looking to meet people. Reach out to new Kirklanders, i.e., people who moved into the city in the last year
- Do projects that are on a different day, other than Saturday. Many parents are fully involved with children's activities, I play tennis. If you had people committed to ownership of a specific park, all could arrange together a work party coordinated by Park Department
- Put up signs at PCC market. Engage businesses to do the work in Kirkland and outside of it (REI, Green Car Company, PCC). Organize work parts with WTA or SeattleWorks
- If we can get more school groups involved, I think we might bring in more families. I think once the school kids work at an event, they would like to return. Can we use GPS "treasure hunts" to promote orienteering in our newly restored parks?
- Groups should be formed with goals and consistent work days (once monthly) as opposed to pop-up notices of requests for help
- Keep promoting as school community service hours. I didn't like showing up for ivy pulls and not getting to pull ivy for an hour while we got ecology lessons. Dang it I wanted to pull that nasty ivy! The events are the first to go when I have other commitments. Don't have any suggestions for that problem
- Set targets, assign challenges
- Get the word out—publicize! (call John Kurley)
- One day or weekend events may be more motivating than a general call for volunteers
- When I was in high school—LWHS they had us maintain 2 parks for our science project

Q9. Best way to contact you?

- Email
- Websites
- Kirkland Courier
- Seattle Times and PI

Q10. Which days and times would you prefer for volunteer events?

- Wed Evening
- Sat
- Sun
- Summer weekdays
- Summer Thursday's
- non-rainy days

Q11. What would you like to see in the Green Kirkland Partnership 20-Yr Strategic Plan?

- Taking a long-term view which preserves what could easily be lost. Innovate how natural spaces can be appealing for families and young people without putting in playgrounds everywhere
- It's exciting to see urban forest restoration expand from Seward Park to Seattle to other cities such as Kirkland
- I recently surveyed the Kirkland shoreline and was dismayed to see how much of our own public lands still have concrete breakwaters and solid bulkheads. We could go a long way towards setting a bet-

ter example for private landowners if we "greened" those places

- Clear brush and non-significant trees to make Kiwanas Park's beach area usable. It was a nice little park in the early 60's and has been neglected ever since. A real shame
- Keep the parks clean and free of loitering and illegal activity. Clean up Kiwanis Park and include benches by the water—maybe a play structure—and make it more user-friendly for residents.
- Proper public tennis courts, off-leash dog areas, clean water areas for swimming (Waverly).... quit planting flowers, and give more space for people to do more activities!!
- A plan to maintain the clearing of English Ivy that so many volunteers have put hours in to do. Once it is cleared and workers move on the ivy just starts to grow again and it really needs a good maintenance plan to keep it from getting out of control again in our parks
- Greenways with bicycle paths that link to a network. The paths should be alternatives for getting around Kirkland, to the Park 'n Rides, and be pleasant enough to make people want to use them instead of struggling with traffic and parking
- More beaches with easy access
- Ownership of parks by neighbors. Replacement of natural habitat
- 1) preservation of waterfront parks for all citizens to enjoy 2) dog park (the issue isn't a hot one for me, but the article in this week's Kirkland Reporter sparked my interest)
- Totem lake area and Bridal Trails. Van Asselt. Parks for off-leash dog activities
- I'd like to see GK get involved with creative endeavors such as working to get the Houghton Landfill become a Botanical Garden similar to the South Coast Botanical Garden in So. Cal. with display gardens, the Rose Hill rose garden, Weyerhaeuser experimental forest, etc. I'd also like the City to either develop Snyder's Corner as a real park with real trees—OR SELL IT TO REDMOND and use the money (in SBH/BT)
- More sidewalks all over for safer walking to and from downtown, i.e., in the Highlands and the Everest neighborhoods.
- Keep Houghton Beach restrooms open in winter. Prevent too much development and paving in parks, including statues (Peter Kirk keeps getting eaten up, historic buildings moving to Waverly)—parks are viewed as available-to-build spaces rather than open spaces. Keep acquiring land. Keep trying to get water walkways along Lake Washington
- Acquire strategic parcels for more non-dedicated parks (e.g. less baseball, more open spaces for free games).—native plantings—off-leach dog area—support for the bike trail if it goes through—humane way to get rid of moles
- Something wonderful along the Burlington Northern right of way... with the trail coming, having resting areas, picnic areas etc would be pretty cool
- To have open area for a dog park

Other Comments

- I am proud to live in a community that supports these efforts and look forward to continuing volunteering when I can
- As a region, urban forests are a shared resource. Volunteering is a great way to spend time in a neighborhood park as well as to learn about new parks in our region
- Look to build upon Green Seattle—replicate that effort and leverage resources/relationships/organizations already developed as part of Green Seattle
- I'd like to learn, increase my family's connection to and use of Kirkland's park space so if I think that volunteering would lead to that I would volunteer
- We like what's happening with the Ben Franklin school park. Thanks!
- You did a good job this Summer of getting the word out on helping clean up the parks
- Thank you!
- Thanks for doing this
- This survey was quite difficult to fill out

APPENDIX D

Green Kirkland Partnership Five-Year Strategic Plan and Benchmarks

	2008	2009	2010	2011	2012	2017	2023	2028
FIELDWORK	Initiate restoration on 5 acres	Initiate restoration on 8 acres	Initiate restoration on 10 acres	Initiate restoration on 13 acres	Initiate restoration on 15 acres	Initiate restoration on 23 acres/year	Initiate restoration on 25 acres/year	Complete restoration
	Continue restoration on 3 acres	Continue restoration on 8 acres	Continue restoration on 16 acres	Continue restoration on 26 acres	Continue restoration on 39 acres	Continue restoration on 54 acres	Continue restoration on 169 acres	All 372 acres in restoration
	Fine tune monitoring protocols, link with GPS and database	Monitor progress, assess acquisition opportunities	Monitor progress, evaluate & update methodology	Monitor progress, assess acquisition opportunities	Monitor progress, evaluate & update methodology	Monitor progress, evaluate & update methodology, assess acquisition opportunities. Assess opportunities for other natural area restoration	Monitor progress, evaluate & update methodology	Report on 20-year Progress
COMMUNITY	Recruit and manage 4,000 volunteer hours. Create volunteer tracking database.	Recruit and manage 5,500 volunteer hours	Recruit and manage 7,000 volunteer hours	Recruit and manage 10,000 volunteer hours	Recruit and manage 12,000 volunteer hours	14,000 Volunteer hours / year	14,000 Volunteer hours / year	Average 7,000 Volunteer hours / year
	Create Natural Area Steward program, & volunteer recognition program	4 Active Natural Area Stewards	6 Active Natural Area Stewards	8 Active Natural Area Stewards	10 Active Natural Area Stewards. Volunteer appreciation event with progress celebrations	Active Natural Area Steward program working in 60% forested natural areas	Active Natural Area Steward program working in 100% forested natural areas	Active Natural Area Steward program directed to maintenance & monitoring
	Publicize in media, community papers	Develop business participation program	Develop marketing program	Launch community campaign focused on long-term funding	Celebrate 5 year accomplishments with major community event	Continued awareness throughout the community and region	Continued awareness throughout the community and region	Celebrate 20 year accomplishments
	Develop education materials	Develop Summer Youth Job Training program (TASK)	Work with schools to develop urban forest curriculum/ service learning program	Work with private landowners to increase awareness about the problem and how they can help in their own lands. Provide incentives for property owners who are weed free (includes city properties)	Raise awareness amongst landscape professionals, nurseries and other retailers of the problem and how they can help	Work to ban sales of noxious weed species in Kirkland	Work with local colleges and universities to evaluate	
RESOURCES	Identify & pursue stable funding sources	Identify & pursue stable funding sources	Identify & pursue stable funding sources	Identify & pursue stable funding sources	Long-term stable funding established	Long-term stable funding established	Long-term stable funding established	Identify funding for maintenance
	Train Staff in BMPs and 4-phased restoration approach	Partner with other City Departments to develop joint stewardship and restoration goals, share BMPs	Work with Planning Dept to develop stewardship protocals for NGPEs, development permits, and update the recommended plant lists	Hire Seasonal or year round Natural Area crew to support Green Kirkland Restoration events	Expand the Tree Inventory to include tree's in Open Spaces/ Natural Areas, City rights-of-way, riparian corridors, other public grounds	Reevaluate BMPs and training program		
	Partner with Green Seattle Partnership to share and leverage resources	Partner with other stewardship organizations to leverage resources (KCD at Totem Lake)	Hire professional crews to support volunteer efforts, work towards developing a green collar work force	Evaluate ecological services of forested natural areas	Work with local colleges and universities to incorporate best available science in urban forestry	Re-evaluate canopy cover in Kirkland	Evaluate carbon sequestration programs and climate impacts	
ADMIN & GOVERNANCE	Establish Green Team as internal oversight committee	Write 2008 Annual report	Write 2009 Annual report	Write 2010 Annual report	Write 2011 Annual report	Write mid-term progress report		
	Publish 20- year Forest Restoration Plan. Develop 2009 Work Plan	Develop 2010 Work Plan	Develop 2011 Work Plan	Develop 2012 Work Plan	Create five- year Strategic Plan	Create five- year Strategic Plan	Create five- year Strategic Plan	Complete work and create 20-year Progress Report

APPENDIX E

Best management practices (BMPs) for Invasive Species Removal

Derived from Watershed Park Vegetation Management Plan by Sheldon and Associates, not yet published.

English ivy *(Hedera helix)*

English ivy is a broad-leaved evergreen non-native invasive vine. It covers sections of the forest floor and wraps tree trunks throughout the forest. It is one of the biggest threats to forest health in park areas where it is abundant. Ivy has no natural predators or pests. It is shade-tolerant and forms dense mats on the ground where it smothers native plants. In addition, ivy climbs trees, weighing down the limbs, reducing air and nutrient flow. It creates a heavy sail in the canopy that increases the likelihood that the tree will be knocked over during wind storms. English ivy has no habitat benefit for native wildlife, and it significantly reduces native plant diversity. There are two ways that ivy makes its way into a park: by escaping from neighboring yards, and by birds who eat and then spread the ivy seeds. Ivy has two developmental stages: the familiar climbing vine which is the juvenile phase, and the flowering adult phase. Flowering is induced when vines grow up trees and reach bright sunlight. To stop the spread of ivy by bird-delivered seeds, killing the vines that are growing up trees is the top control priority. Educating the park's neighbors about the negative impacts of the ivy that has escaped from their yards is also a top priority.

Choice of ivy control method(s) should be based on the availability of labor and other resources; seasonal timing of the project; slope steepness; and density of neighboring native plants.

ENGLISH IVY ON TREES:

Although ivy can be removed from trees at any time of year, because most of the native plants are dormant in the winter (November through February), removing the ivy at that time minimizes damage to native plants.

- Using loppers or a pruning saw, cut through each vine at shoulder height and again at ankle height all around the circumference of the tree. Be careful not to wound the bark of the tree when cutting the ivy vines.
- Strip the ivy away from the tree between the two cuts—some vines may be so big that you will need to pry them away from the tree.
- DO NOT pull the cut vines out of trees—this will do much more harm than good to the tree. Leave the stranded vines in place to die and decompose.
- Clear ivy by hand pulling (see below) in a radius of at least six feet around the base of the tree. This cleared area is called a tree "life-saver."
- Do not leave the pulled vines on the ground—they can continue to grow. Either properly dispose of the vines offsite, or leave them in tall narrow piles to dry and decompose. The piles must be monitored for any growth.
- It is imperative that the trees and their "life-savers" be monitored regularly for any regrowth of the ivy. Pull any ivy whenever you find it.

HAND-PULLING ENGLISH IVY IN FLAT AREAS:

Although ivy can be removed at any time of year, because most of the native plants are dormant in the winter (November through February), removing the ivy at that time minimizes damage to native plants.

- Pull ivy either by hand or by using a pair of pliers. Remove as much of the root system as possible by pulling the vine at the spot where it comes out of the ground.
- As you work, protect native plants and minimize trampling and churning of the soil.
- Thoroughly clear an area before moving on.
- Do not leave the pulled vines on the ground—they can continue to grow. Either properly dispose of the vines offsite, or leave them in tall narrow piles to dry and decompose. To prevent spreading, the piles MUST be monitored for any growth.
- It is imperative that the cleared area be monitored regularly for any ivy regrowth. Pull any ivy whenever you find it.
- Removing dense ivy mats from areas that have a minimal number of native shrubs and herbs should only be done if subsequent replanting is planned. The new planting areas should have an additional 10'-wide cleared strip around the edges, and must be monitored. Removal of ivy where there is still a fairly intact native shrub layer can be done without replacement planting.

ENGLISH IVY ON STEEP SLOPES:

Depending on the steepness of the slope, time of the year, density of native shrubs and herbs, and availability of labor and other resources, use either the herbicide control method or the hand-pulling method above.

Holly *(Ilex avquifolium)*

Cherry laurel *(Prunus laurocerasus)*

Holly and laurel are broad-leaved evergreen shrubs that are spread readily by birds due to their prolific fruit. They also sucker and re-sprout vigorously. They prefer at least partial shade and are generally found in upland forest in the understory, or along forest edges. They can be found as single, individual plants, or as thickets containing multiple stems.

When the soil is moist, young plants that are small enough can be hand-pulled with intact roots using a Weed Wrench™. The Weed Wrench™ is a helpful tool which grabs the crown between two jaws while providing great leverage for pulling out the entire root system. Using the Weed Wrench™ causes minimal soil disturbance – especially as compared to standard grubbing methods.

The most effective method to remove larger plants that cannot be extracted with intact roots is a combination of mechanical means and herbicide. In upland areas away from aquatic resources (e.g. shorelines, wetlands, and streams), using undiluted Garlon 3A® (triclopyr amine) or Roundup® (glyphosate with surfactant) to paint the cut surfaces (see below) is recommended. Within 100' of aquatic resources, using undiluted Rodeo® (glyphosate without surfactant) is recommended. Herbicide should be mixed with a water-soluble indicator dye. Generally speaking, herbicide should be applied between flowering and fruit set. Triclopyr amine is most effective when used during the early summer, while glyphosate is most effective when used from midsummer to leaf fall. Do not apply herbicide when the plant is under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information.

Several cut and paint methods can be used:

CUT AND PAINT:

- Clear the ground around the base of the stem.
- Cut the stem as close to the ground as possible. If cutting at the base is impractical, cut higher to get rid of the bulk of the plant, then cut again at the base.
- Make horizontal cuts to prevent herbicide from running off the stump.
- Paint undiluted herbicide (with water-soluble indicator dye) around the perimeter of the cut stump surface immediately after cutting—within 20-30 seconds—before translocation of the herbicide ceases. Having one team member whose specific task is to apply the herbicide after another team member cuts the tree/shrub is recommended.
- Approximately one tablespoon of herbicide is adequate for most stumps when uniformly applied around the perimeter of the live wood. More herbicide is required for stumps over 12 inches in diameter.

INJECTION METHOD FOR TREES AND SHRUBS GREATER THAN 4 INCHES IN DIAMETER AT THE BASE:

This technique should be used before fruit production so that the standing dead plant does not have fruit on it.

- Using at least a ¼" bit, drill a hole at an angle of 45° through

the bark into the sapwood.

- Using a syringe, within 20-30 seconds after drilling, fill the hole with undiluted herbicide (with water-soluble indicator dye). Having one team member whose specific task is to inject the herbicide after another team member drills the hole is recommended.
- Repeat this process at 2 inch intervals around the trunk.

FRILLING OR CHIPPING METHOD FOR TREES AND SHRUBS GREATER THAN 4 INCHES IN DIAMETER AT THE BASE:

This technique should be used before fruit production so that the standing dead plant does not have fruit on it.

- Use a sharp chisel or axe to make a deep downward cut at a 45° angle through the bark into the sapwood. Be sure to leave the chips (frills) attached to the trunk at the base of the cut.
- Paint the inside base of the chip within 20-30 seconds of cutting with approximately ¼ to ½ teaspoon of undiluted herbicide (with water-soluble indicator dye). Having one team member whose specific task is to paint the herbicide after another team member cuts the chip is recommended.
- Repeat these cuts around the tree.
- Do not completely girdle the plant—leave at least ½ inch between the cuts.

FOR ALL METHODS:

It is imperative that treated cut stumps and injected or frilled trees and shrubs be checked for re-sprouts every 2 to 6 months for a minimum of 2 years after treatment. If plants resprout, after sufficient regrowth has occurred cut the shoots and paint the stumps with herbicide (see above). If no herbicide is used for re-treating, repeated cutting will be required to weaken and eventually kill the plant over time. This is a more labor-intensive method and will require diligent follow-up visits over a period of at least several years to remove suckering growth resulting from the initial treatment.

Himalayan and Evergreen Blackberries

(Rubus armeniacus, R. laciniatus)

Eradication and control methods for these two species are the same. Blackberry can be found in upland areas, as an understory species along forest edges, and in dense monotypic stands in more open areas. Removal methods include hand-pulling with root removal, repeated cutting or mowing, cutting and dabbing stubs with herbicide (cut and dab), or combinations of two or more of these techniques. Generally speaking, hand-pulling is reasonable only for isolated plants and small infestations, or for maintenance around trees or shrubs. If herbicide is used, a glyphosate or triclopyr amine herbicide is recommended: Roundup® (glyphosate with surfactant) or Garlon 3A® (triclopyr amine) for upland areas, and Rodeo® (glyphosate without surfactant) for areas within 100' of an aquatic resource. Generally speaking, herbicide should be applied between flowering and fruit set. Triclopyr amine is most effective when used during the early summer, while glyphosate is most effective when used from midsummer to leaf fall. Do not apply herbicide when the plant is under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information.

The method(s) chosen for blackberry removal depends mainly on the size and density of the patch, the steepness of the slope, time of year, existing native vegetation, and the availability of labor and other resources. Except for areas with sparse occurrences and a relatively intact healthy existing plant community, blackberry removal should not be done unless subsequent replacement planting is planned. For sparse occurrences, hand-pulling or cutting and dabbing the stumps with herbicide

is recommended. Because blackberry seeds are spread by birds, constant vigilance for new infestations is required.

BLACKBERRIES IN DENSE PATCHES (THICKETS) WITHOUT MUCH SLOPE

Removal of dense blackberry patches (thickets) may result in the displacement of wildlife that use these areas for cover and forage. Therefore, whenever possible removal work should occur after July 1st to accommodate wildlife. Depending on the removal method chosen, this may not always be possible, and maximum removal effectiveness may take precedence over wildlife impacts.

- Use appropriately sized mowers or brush mowers to cut the blackberry thicket to the ground several times during the most active growing season (May-September). Repeated mowing will reduce plant vigor.
- Either properly dispose of the cut canes offsite, chip them with a chipper, or pile them on top of several sheet thickness of cardboard, in a dry place for wildlife use – monitor piles for re-sprouting.
- In mid-September, either:
  Continue to mow until the first hard frost.

  OR

  Cut re-sprouts and immediately (within 20to 30 seconds of cutting) dab the stumps with herbicide with water-soluble indicator dye:
  - For upland areas use a 50% solution Garlon 3A®, or 50% to 100% solution of Roundup® (glyphosate with surfactant)
  - For areas within 100' of an aquatic resource use a 50% to 100% solution of Rodeo® (glyphosate without surfactant).
  - Having one team member whose specific task is to dab on the herbicide after another team member cuts the blackberry cane is recommended. Use a Weed Wrench™ to hand-pull blackberries growing adjacent to wetlands, streams, or other aquatic resources.

  OR

  Without cutting, using a backpack sprayer, spot spray the blackberry re-sprouts with herbicide with water-soluble indicator dye:
  - For upland areas use a 2 to 3% solution of Garlon 3A® with 1% non-ionic surfactant, or a 2% solution of Roundup®, or a solution with 2% of Roundup® plus 1% (or less) solution of Garlon 3A® plus less than 1% non-ionic surfactant
  - For areas within 100' of an aquatic resource use a 2% solution of Rodeo® (glyphosate without surfactant).
  - For areas adjacent to wetlands, streams, or other aquatic resources, spot spraying (even with Rodeo®) is not recommended. Hand-pull those blackberries with a Weed Wrench™.
- In October, either after the last mowing or after treatment, apply a double layer of cardboard sheet mulch covered with 4 to 6" of arborist mulch.
- It is imperative that the treated area be monitored for blackberry resprouts for at least 2 years. Either cut and dab the stumps with herbicide (see above) or hand-pull the resprouts with a Weed Wrench™.
- Replant the area with native plants. Plants can be installed through the mulch and cardboard. In many cases, re-planting of an area may not be done for 2 to 3 years until control of re-sprouting is complete. In other instances, planting in the late fall immediately after removal work may be desirable. The planting schedule will depend on the area, and must be determined at the time of project planning.

SCATTERED INDIVIDUAL BLACKBERRY PLANTS OR RELATIVELY SMALL BLACKBERRY PATCHES WITHIN A MATRIX OF NATIVE VEGETATION

Two methods are recommended for removing blackberries growing in a matrix of healthy native plants: either hand-pull the blackberries with a Weed Wrench™ (see below) when the soil is moist and loose (usually winter through spring), or cut the blackberry canes and dab the stumps with herbicide in late summer/early fall. The choice of method may depend on the density of native vegetation, season of project, and the availability of labor and other resources.

HAND-PULLING:

- When the soil is moist, cut the canes back to approximately 12 inches.
- Either properly dispose of the cut canes offsite, chip them with a chipper, or pile them in a dry place for wildlife use—monitor piles for re-sprouting.
- Using a Weed Wrench™ hand-pull the remaining crown and entire root system of each plant.
- It is imperative that the area be monitored for blackberry resprouts for at least 2 years after pulling. If resprouts occur, when the soil is moist, either: use a Weed Wrench™ to pull the resprouts if they are large enough; or hand-pull the resprouts

by pushing a narrow trowel or long knife (hari-hari) deep into the ground beside the plant, loosening the soil around the resprout, and gently working the resprouts out of the ground.

- If the number of blackberry plants removed is sufficient to leave a large gap in the vegetation, the area should be replanted with native plants. Planting in the late fall immediately after removal work may be desirable.

CUTTING AND DABBING:

- Late summer to early fall (at least 3 weeks before any killing frost), cut the canes back to approximately 12 inches.
- Immediately (within 20 to 30 seconds of cutting) dab the stumps with herbicide with water-soluble indicator dye:
  - For upland areas use a 50% solution Garlon 3A®, or a 50% to 100% solution of Roundup® (glyphosate with surfactant)
  - For areas within 100' of an aquatic resource use a 50% - 100% solution of Rodeo® (glyphosate without surfactant)
  - Having one team member whose specific task is to dab on the herbicide after another team member cuts the blackberry cane is recommended.
  - Use a Weed Wrench™ to hand-pull (see above) blackberries adjacent to wetlands, streams, or other aquatic resources.
- Either properly dispose of the cut canes offsite, chip them with a chipper, or pile them in a dry place for wildlife use—monitor piles for re-sprouting.
- It is imperative that the treated area be monitored for blackberry resprouts for at least two years after cutting and dabbing. If resprouts occur, either: use a Weed Wrench™ (see above) to pull the resprouts when the soil is moist (winter through spring), or cut the resprouts and dab the stumps with herbicide (as above) in late summer/early fall.
- If the number of blackberry plants removed is sufficient to leave a large gap in the vegetation, the area should be replanted with native plants. Planting in the late fall immediately after removal work may be desirable. The planting schedule will depend on the area, and must be determined at the time of project planning.

BLACKBERRIES ON STEEP SLOPES:

Two methods are recommended for removing blackberries growing on steep slopes: either cut the blackberry canes and dab the stumps with herbicide in late summer/early fall, or hand-pull the blackberries with a Weed Wrench™ when the soil is moist and loose (usually spring) (see above). The choice of method will depend on the potential for erosion of the steep slope, the density of native vegetation, season of project, and the availability of labor and other resources. See *CUTTING AND DABBING* and *HAND-PULLING* sections above.

If the number of blackberry plants removed is sufficient to leave a large gap in the vegetation, the area should be replanted with native plants. Planting in the late fall immediately after removal work may be desirable. The planting schedule will depend on the area, and must be determined at the time of project planning. Removing the cane cover of blackberry on a slope should not require additional erosion control methods as long as the soils are not greatly disturbed. If use of a Weed Wrench results in extensive disturbed soils, then placing thick layer of arborist mulch around new plantings should suffice to hold the soils in place. No mechanical (grading, disking, etc) removal of blackberry crowns should be used on steep slopes.

Scot's broom *(Cytisus scoparius)*

Scot's broom (also called Scotch broom) grows in open dry upland areas—in meadows and along forest edges. Scot's broom is shade-intolerant, so long-term control is linked to successful establishment of healthy native plant communities to shade it out. Scot's broom provides some cover and refuge for wildlife, but its habitat function is not high. It produces large quantities of self-dispersed (up to 13 feet) and long-lived seed. Removal of large plants is labor intensive, but is important to keep the

population from expanding, and to reduce the spread and accumulation of seeds. Removal and control of younger plants is easier because they can be hand-pulled or mowed.

HAND-PULLING:

- When the soil is moist and loose, use a Weed Wrench™ to hand-pull entire plants and root systems. The Weed Wrench™ is a marvelous tool which grabs the stem between two jaws while providing great leverage for pulling out the entire root system. It comes in several sizes depending on the diameter of the stem that you want to pull. Using the Weed Wrench™ causes minimal soil disturbance—especially as compared to standard grubbing methods.
- Pulled plants can be chipped or piled for wildlife use.
- It is imperative that the area be regularly monitored for Scot's broom for several years after pulling—expect resprouts and seedling emergence. New plants should be pulled as soon as they are large enough to grasp, but before they produce seeds. When the soil is moist, either: use a Weed Wrench™ to pull the plants if they are large enough; or hand-pull the smaller plants by pushing a narrow trowel or long knife (hari-hari) deep into the ground beside the plant, loosening the soil around it, and gently working the entire plant out of the ground.
- If the number of Scot's broom plants removed is sufficient to leave a large gap in the native vegetation, the area should be replanted with native plants. Planting in the late fall immediately after removal work may be desirable. The planting schedule will depend on the area, and must be determined at the time of project planning.

SCOT'S BROOM IN DENSE PATCHES (THICKETS)

Thicket removal can be done incrementally as resources are available, and should not be done unless subsequent replacement planting is planned. Because of the poor quality of the soil in the southeast corner of the park where the largest stand of Scot's broom is located, soil amendments are likely to be necessary.

Scot's broom thickets can be removed by mowing, grazing by goats, hand-cutting individual plants, or manual removal with Weed Wrenches™ or machinery. Methods involving grubbing may be the least desirable due to soil disturbance and the resultant increase in broom seed germination. Broom plants usually require several cuttings before the reserve food supply in the roots is exhausted. If only a single cutting can be made, the best time is in early summer when the plants are in full flower. At this stage the reserve food supply in the roots is low, and the seeds have not yet matured. There is some evidence that cutting alone is sufficient to kill plants with a stem diameter of 2 inches or greater. Because of expected re-sprouting and seed germination, mowing and cutting should be followed up by one or a combination of the following: continued subsequent annual (or more often) cutting; cutting and painting the stumps with herbicide; painting herbicide on trunks; and/or spraying dormant plants with herbicide. Choice of method(s) will depend largely on the availability of labor, machinery and other resources; seasonality; and slope steepness. Regular monitoring of areas where Scotch broom has been removed is imperative.

MOWING:

Scotch broom can be trimmed back by tractor-mounted mowers or brush hogs on even ground, or by brush cutters on rough or sloped ground. Scotch broom can be removed faster and more economically by mowing than by manual means. Cut plants can be chipped or piled for wildlife use.

CUTTING:

Scot's broom can be cut with manually operated tools such as brush cutters, chain saws, axes, machetes, and loppers. Cut plants can be chipped or piled for wildlife use.

HERBICIDES FOR SPOT SPRAYING IN UPLAND AREAS FURTHER THAN 100 FEET FROM AQUATIC RESOURCES:

Generally speaking, do not apply herbicide when the plant is under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information:

- Herbicide: emulsifiable esters of 2,4-D
- Concentration: 2 lb. acid equivalent per acre in water-oil emulsion; 5-10 gallons of spray per acre
- Time of application: late February—March during dormancy or early dormancy break
- Application method: backpack sprayer to spot spray plants
- Herbicide: Garlon 4® (triclopyr ester)
- Concentration: 1.5% solution or 4-8 lb. per acre in oil/water emulsion; 10 gallons of spray per acre
- Time of application: any time during active growth
- Application method: backpack sprayer to apply to basal trunk bark

HERBICIDE FOR SPOT SPRAYING FOR UPLAND AREAS WITHIN 100 FEET FROM AQUATIC RESOURCES:

Generally speaking, do not apply herbicide when the plant is

under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information. Spot spraying (even with Rodeo®) is not recommended for areas adjacent to wetlands, streams, or other aquatic resources. Hand-pull those Scot's broom plants with a Weed Wrench™:

- Herbicide: Rodeo® (glyphosate without surfactant)
- Concentration: 2% solution of Rodeo® (glyphosate without surfactant).
- Time of application: actively growing plants in the spring
- Application method: backpack sprayer to spot spray plants

CUTTING AND PAINTING WITH HERBICIDE:

In mid-summer, at the end of flowering when seed pods are still developing (green), cut Scot's broom and immediately (within 20 to 30 seconds of cutting) paint the stumps with herbicide with water-soluble indicator dye:

- For upland areas use a 50% solution Garlon 3A®, or 50% to 100% solution of Roundup® (glyphosate with surfactant)
- For areas within 100' of an aquatic resource, use a 50% to 100% solution of Rodeo® (glyphosate without surfactant).
- Having one team member whose specific task is to dab on the herbicide after another team member cuts the Scot's broom plant is recommended.
- Use a Weed Wrench™ to hand-pull Scotch broom plants growing adjacent to wetlands, streams, or other aquatic resources. Cut plants can be chipped or piled for wildlife use.

SCATTERED INDIVIDUAL SCOTCH BROOM PLANTS OR RELATIVELY SMALL SCOT'S BROOM PATCHES WITHIN A MATRIX OF NATIVE VEGETATION

Hand-pulling of individual plants or smaller patches of plants should be done when soil is moist and loose (winter through spring or after a heavy rain). Because of the expected re-sprouting and seedling emergence that will occur after hand-pulling, subsequent use of herbicide is likely to decrease the total amount of labor required to eliminate Scot's broom patches. See the section above for herbicide use information.

Yellow archangel
(Lamiastrum galeobdolon)

This aggressive and invasive groundcover is a relative newcomer to the area. It is native to Europe and Asia, and was probably introduced to North America for ornamental use. The leaves of yellow archangel are opposite with smooth serrated edges, and silver/white markings with green trim on the upper surface. The stems are green, square, and hairy - especially at base of stem. Side shoots can develop as stolons. The flowers are yellow with a hooded upper petal and a lipped lower petal (helmet-shaped). The lower petal lip serves as a platform for large insects, and it has reddish-brown markings that act as nectar guides. Yellow archangel blooms in April and May for short periods (approximately 7 days) with clusters of small flowers at the ends of stems. There are many subspecies of yellow archangel, each of which can have variations. Seedlings of yellow archangel rapidly develop into erect young plants (initially), which root at the nodes. Roots of mature plants can exceed 12 inches long and grow more than 8 inches deep and also along the surface. Propagation occurs by both seeds and vegetatively from stolons (i.e., stems that grow along the surface of the ground). Unintentional dispersal of this plant often occurs through the process of home-owners or commercial nursery staff 'disposing' of yard/nursery waste by dumping: the active stolons of the plant allows ready spreading of viable segments of plants from weed or compost heaps that are not hot-composted. This weed is often mistaken for Lamium species, but has its own genus because it has yellow flowers and minor differences in floral structure from the Lamium species.

Yellow archangel is extremely vigorous and can grow in a variety of environmental conditions and habitats. Because it pre-

fers partial shade, yellow archangel has overtaken large areas of forest in the Pacific Northwest. As an evergreen vine, yellow archangel can swiftly displace local native groundcovers such as sword fern, trillium, and false-lily-of-the-valley. In most cases, it is a garden escapee, spreading to nearby parks and other wooded or open areas. This is the case in the Watershed Park. The large patches located near the northeast corner and along the southern boundary have come directly from gardens on neighboring properties.

Control of yellow archangel is a high priority. If left uncontrolled, yellow archangel will spread throughout the parks and dominate the forest floor. Fortunately, yellow archangel is relatively easy to pull out, and it responds to herbicide. However, unless the adjacent offsite sources are controlled, controlling yellow archangel in the park will be a constant battle. Educating the park's neighbors about the negative impacts of the yellow archangel that has escaped from their yards is also a top priority. Constant vigilance for new infestations is crucial.

HAND-PULLING YVELLOW ARCHANGEL:

Although yellow archangel can be removed at any time of year, because most of the native plants are dormant in the winter (November through February), removing it at that time minimizes damage to native plants. Although hand-pulling is safe and effective, it is labor intensive.

- Hand-pull yellow archangel. Remove as much of the root system as possible by pulling the vine at the spot where it comes out of the ground.
- As you work, protect native plants and minimize trampling and churning of the soil.
- Thoroughly clear an area before moving on.
- Do not leave the pulled vines on the ground—they will continue to grow. Properly dispose of the vines offsite. Or, put the pulled vines on several sheet thickness of cardboard in tall narrow piles to dry-out completely before composting onsite. The piles MUST be monitored to prevent spreading. Hot composting will work only if all viable portions of the plants are thoroughly heated sufficiently to cause mortality. It must be monitored prior to re-use.
- It is imperative that the cleared area be monitored regularly for any regrowth of yellow archangel. Pull any re-sprouting yellow archangel whenever you find it. Efforts must be long term until the patches are eradicated—this may take several years depending on the patch size and intensity of control efforts. Constant vigilance for new infestations is crucial.
- Subsequent replanting should be planned when pulling dense patches of yellow archangel in areas that have a minimal number of existing native shrubs and herbs. The new planting areas must be monitored. Removal of yellow archangel where there is still a fairly intact native shrub layer can be done without replacement planting.

HERBICIDE USE FOR YELLOW ARCHANGEL CONTROL:

Depending on the availability of labor and other resources, and the success of hand-pulling to control yellow archangel in the park, it may be necessary to use herbicide. Generally speaking, do not apply herbicide when the plant is under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information.

- Herbicide can be used from summer to fall, as long as temperatures are above 12° C. In areas where native plants are interspersed, it may be prudent to apply herbicide before emergence of these species, or delay application until they have died back or are dormant.
- Using a back-pack sprayer, very carefully apply the herbicide. For upland areas, use a 2.5% solution of Garlon 3A® (triclopyr amine) with a water-soluble indicator dye. For areas within 100' of an aquatic resource use a 2.5% solution of Rodeo® (glyphosate without surfactant) with a water-soluble indicator dye. Spot spraying (even with Rodeo®) is not recommended for areas adjacent to wetlands, streams, or other aquatic resources. Hand-pull the yellow archangel in these areas.
- It is imperative that the treated area be monitored regularly for any regrowth of the yellow archangel. It may be necessary to respray. If possible, hand-pull any growing yellow archangel whenever you find it and dispose of it properly.
- Subsequent replanting should be planned when treating dense patches of yellow archangel in areas that have a minimal number of existing native shrubs and herbs. The new planting areas must be monitored.

Vinca or periwinkle *(Vinca minor or V. Major)*

Vinca is a somewhat woody evergreen vine, which trails or scrambles to approximately 3 feet long and upright to 1 foot. Vinca grows best in partial to fairly deep shade where it forms dense mats and extensive infestations. Vinca spreads primarily by rooting at nodes—the viability of the seeds has yet to be reported. Vinca flowers from April to May (sporadically May to September) with five-petaled violet pinwheel-shaped flowers. The leaves are glossy, hairless, and opposite, with the margins slightly rolled under. The blades are dark green with whitish lateral and midveins on the upper side, and lighter green with whitish midveins on the lower side. Some varieties are variegated. Vinca was introduced from Europe in the 1700's, and it is now commonly sold as an ornamental ground cover. Vinca is often found around old homesites and scattered in open to dense canopied forests.

Control of vinca is a high priority. If left uncontrolled, vinca will spread throughout the forested areas of the parks. Fortunately, vinca does not grow as quickly as yellow archangel, it is relatively easy to pull out, and it responds to herbicide. However, unless yard waste dumping and potential adjacent off-site sources are controlled, controlling vinca in the parks will be a constant battle. Educating the park's neighbors about the negative impacts of yard waste dumping and the potential for spreading vinca is also a high priority. Constant vigilance for new infestations is crucial.

HAND-PULLING VINCA:

Although vinca can be removed at any time of year, because most of the native plants are dormant in the winter (November through February), removing it at that time minimizes damage to native plants. Although hand-pulling is safe and effective, it is labor intensive.

- Hand-pull vinca. Remove as much of the root system as possible by pulling the vine at the spot where it comes out of the ground.
- As you work, protect native plants and minimize trampling and churning of the soil.
- Thoroughly clear an area before moving on.
- Do not leave the pulled vines on the ground—they can continue to grow. If possible, properly dispose of the vines offsite. OR, if necessary, put the pulled vines in tall narrow piles on double layered cardboard to completely dry and then decompose onsite. The piles MUST be monitored to prevent spreading.
- It is imperative that the cleared area be monitored regularly for any regrowth of vinca. Pull any re-sprouting vinca whenever you find it. Efforts must be long term until patches are eradicated, and constant vigilance for new infestations is crucial.
- Subsequent replanting should be planned when pulling dense patches of vinca in areas that have a minimal number of existing native shrubs and herbs. The new planting areas must be monitored. Removal of vinca where there is still a fairly intact native shrub layer can be done without replacement planting.

HERBICIDE USE FOR VINCA CONTROL:

Depending on the availability of labor and other resources, and the success of hand-pulling to control vinca in the park, it may be necessary to use herbicide. Generally speaking, do not apply herbicide when the plant is under stress: extreme heat or cold, drought, waterlogging, or disease. Do not apply herbicide when wet weather is anticipated. Contact King County Noxious Weed program for information. Vinca leaves have a thick waxy cuticle which can prevent herbicide uptake. As a result, the most effective method for herbicide application is to wound the leaves by lightly cutting them with a weed whacker immediately before spraying.

- Herbicide can be used from spring to fall, as long as temperatures are above 50° F. However, the herbicide is most effective when day time temperatures are between 70° and 80° F. In areas where native plants are interspersed, it may be advisable to apply herbicide prior to emergence of these species, or to delay application until they have died back or are dormant.
- Using a weed whacker, wound the vinca leaves. Do not completely mow the patch—the point is to wound the leaves sufficiently to improve herbicide uptake while maintaining intact vines and some intact leaves for herbicide translocation to the roots.
- Within a maximum of 5 minutes after wounding, use a backpack sprayer to uniformly spray the patch with a medium to heavy treatment. Having one team member whose specific task is to apply the herbicide after another team member wounds the vinca leaves is recommended. For upland areas, use a 3% solution of Roundup® (glyphosate with surfactant) with a water-soluble indicator dye. For areas within 100' of an aquatic resource use a 3% solution of Rodeo® (glyphosate without surfactant) with a water-soluble indicator dye. Spot spraying (even with Rodeo®) is not recommended for areas adjacent to wetlands, streams, or other aquatic resources. Hand-pull the vinca in these areas.
- It is imperative that the treated area be monitored regularly for any vinca regrowth. It may be necessary to respray. If possible, hand-pull any growing vinca whenever you find it and dispose of it properly.
- Subsequent replanting should be planned when treating dense patches of vinca in areas that have a minimal number of existing native shrubs and herbs. The new planting areas must be monitored.

For a schedule and information on how you can help. . .

Please contact:
Parks and Community Services
Parks Coordinator
425-587-3342
www.greenkirkland.org

RESOLUTION R-4689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE 20-YEAR FOREST RESTORATION PLAN.

WHEREAS, the City Council passed Resolution 4396 on August 5, 2003, adopting the 2003 Natural Resource Management Plan; and

WHEREAS, one of the Natural Resources guiding principles is Enhancement and Restoration of the City's Natural Areas; and

WHEREAS, a healthy sustainable forest provides a natural way to filter storm water runoff, remove carbon from the air and provide important recreation opportunities for city residents to connect with nature; and

WHEREAS, the City of Kirkland has 503 acres of publicly owned parklands that include 372 acres of forested natural areas in decline from invasion by non-native plant species; and

WHEREAS, the Department of Parks and Community Services, together with Cascade Land Conservancy developed a 20-Year Forest Restoration Plan to guide restoration of the City's forested natural areas; and

WHEREAS, the Park Board reviewed the 20-Year Forest Restoration Plan on January 9, 2008; and

WHEREAS, the City Council has received from the Park Board a written report and recommendation on the proposed 20-Year Forest Restoration Plan; and

WHEREAS, in regular public meeting, the City Council considered the written report and recommendation of the Park Board.

NOW, THEREFORE, be it resolved that the City Council of the City of Kirkland hereby approves the 20-Year Forest Restoration Plan.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2008.

Signed in authentication thereof this _____ day of _____, 2008.

_____
Mayor

ATTEST:

_____
City Clerk