



CITY OF KIRKLAND

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 SPECIAL MEETING

City Council Chamber

Tuesday, May 6, 2008

5:30 p.m. – Special Study Session – Peter Kirk Room

6:00 p.m. – Special 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.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*, Peter Kirk Room, 5:30 p.m.
 - a. Joint Meeting with the Kirkland Youth Council Leadership
4. *EXECUTIVE SESSION*
5. *SPECIAL PRESENTATIONS*
 - a. Lieutenant Mike Ursino – Twenty-Five Year Recognition
 - b. Introducing Seth Dostart, Director, Kirkland Teen Union Building
 - c. We've Got Issues Pedestrian Safety Award
 - d. American Red Cross Shelter Team Recognition
 - e. Arts Education Week Proclamation
6. *REPORTS*
 - a. *City Council*
 - (1) Regional Issues
 - b. *City Manager*
 - (1) Council Meeting with the North Rose Hill Neighborhood

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.

(2) Calendar Update

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.

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.

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.

7. *COMMUNICATIONS*

a. *Items from the Audience*

b. *Petitions*

8. *CONSENT CALENDAR*

a. *Approval of Minutes:* April 15, 2008

b. *Audit of Accounts:*

Payroll \$

Bills \$

c. *General Correspondence*

(1) Sarah Andeen, Regarding Establishing an Environmental Advisory Board

(2) Laurie Poulson, Regarding King County Metro Route 277

d. *Claims*

(1) Cindy Campbell

(2) Greens on State Homeowners Association

(3) Brittany Herrick

e. *Award of Bids*

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

g. *Approval of Agreements*

(1) Ratifying the 2008-2010 International Association of Firefighters Union Labor Agreement

h. *Other Items of Business*

(1) Accepting Lee Johnson Scoreboard Donation and Approving the Request for Additional Funds

(2) Approving Request for an Increase of Probation Staffing and the Request for Additional Funds

(3) Resolution R-4699, Related to Comprehensive Planning and Land Use and Expressing an Intent to Amend the Kirkland Comprehensive Plan, Ordinance 3481 As Amended, and Amending Ordinance 3710 As

Amended, the Kirkland Zoning Map as a Result of the Nakhjiri Private Amendment Request, File No. ZON07-00010

- (4) Correspondence to the Washington Congressional Delegation Endorsing the Alpine Lakes Wilderness Bill
- (5) Approving the Transportation Commission Proposed 2008 Work Plan
- (6) Resolution R-4700, Relinquishing Any Interest the City May Have in an Unopened Right-of-Way as Described Herein and Requested by Property Owner Linda K. Lake
- (7) Resolution R-4701, Relinquishing Any Interest the City May Have in an Unopened Right-of-Way as Described Herein and Requested by Property Owner Miller Risher, LLC
- (8) Resolution R-4702, Relinquishing Any Interest the City May Have, Except for a Utility Easement, in an Unopened Right-of-Way as Described Herein and Requested by Property Owners Gary D. and Clarese M. North
- (9) Report on Procurement Activities

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.

9. *UNFINISHED BUSINESS*

10. *NEW BUSINESS*

- a. Considering Potential Process Options for the Design Review Board Appeal on the New Kirkland Parkplace Center Proposal

11. *PUBLIC HEARINGS* - This quasi-judicial hearing will begin no earlier than 7:30 p.m. It is not open to testimony from the general public. Participation is limited per Kirkland Zoning Code 142.40.6.

- * a. Appealing Design Review Board Decision on the Bank of America – Merrill Gardens Mixed Use Project

Upon request, additional materials are available for review at the City Clerks office.

12. *ANNOUNCEMENTS*

13. *ADJOURNMENT*

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.



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: Mayor and Members of Council

From: Kirkland Youth Council Leadership

Date: April 22, 2008

Subject: Kirkland Youth Council Leadership Study Session with Council

The 2007-08 Kirkland Youth Council is in the midst of yet another busy and success filled year. The year began with a highly competitive selection process in September and October. The Leadership Group conducted interviews over three days, selecting 18 new members.

The first activity for the 40 member group was the annual trip to the Waterhouse Center Challenge Course in Monroe. This trip is always a great way for members to develop leadership skills and camaraderie. After this training, the group was ready to jump into all of its projects of the year, particularly the Youth Summit and the Bluefish Festival.

The following is a brief overview of the Youth Council's 2007-08 projects:

2008 Kirkland Youth Summit

This year's Youth Summit, "Eye on My Future" was held at the Lake Washington Technical College on Tuesday, March 25th. Well over 150 teens from various junior and senior high schools were in attendance. An overview of the event is attached to this memo.

Bluefish Festival

Every year, the Youth Council partners with the Teen Union Building to put on the Bluefish Festival. This celebration features teen bands, teen art, skateboarding competition and more. This day-long event will take place on Saturday June 17th at the KTUB and in Peter Kirk Park. Subcommittees have been formed and are meeting to plan the various components of the event. This year's festival will mark the KTUB's eighth anniversary.

Community Service Projects

The Kirkland Youth Council sets out to do at least four service projects during the school year.

November 2007 – KYC members participated in the City of Kirkland's Arbor Day Celebration at Watershed Park. The group planted trees and completed other park restoration work.

December 2007 – The Youth Council hosted its annual Holly Day Brunch at the Peter Kirk Community Center. Members of KYC host, cook, and serve patrons of PKCC brunch. Over 50 seniors attended the event.

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April 2008 – Members of the Kirkland Youth Council assisted with the City's Earth Day project at Cotton Hill Park removing evasive plants.

May 2008 – The Kirkland Youth Council will be the "official" water station group for this year's Kirkland ½ Marathon.

Teen Court

Teen Traffic Court - Members of the Kirkland youth Council continue to serve as judge and jury for the bi-monthly Teen Traffic Court. Cases are heard at the Kirkland Municipal Court on a bi-monthly basis. This program has been extremely successful in reducing the recidivism rates of participants over the last 10 years. Both KYC members and respondents benefit from this program.

Washington State Youth Court Association - After many years, the several youth courts from around the state have come together to officially form a state court association. Part of this process involved a day long brainstorming session during the summer of 2007. KYC members were integral in the formation of the association assisting with writing bi-laws and association format.

The initial event put on by the association was the first ever Washington and Alaska Youth Court Conference at the University of Washington Law School. 200 teens attended this three-day conference in November. KYC members were involved in planning the event, as well as introducing keynote speakers.

Mini Grant Program

Every year the Kirkland Youth Council awards \$10,000 in mini grants to area schools and youth serving organizations. The purpose of these monies is to help support small events, projects and activities for Kirkland teens. Members of the Youth council serve as the review committee for the grant applications and make funding recommendations. Awards typically range from \$250 to \$750. Attached memo gives a summary of the grants that were awarded during the 2007-08 school year.

We've Got Issues

The We've Got Issues (WGI) television program has been airing on KGOV for about eight years. All programs are researched, written, filmed, hosted, and edited by members of the Kirkland Youth Council. Past topics have included, Teen Dating Violence, Drinking and Driving, Finding Your First Job, Teen Parties, and several others.

Pedestrian Safety – The Youth Council's Pedestrian Safety installment of WGI received international recognition and honor at the World Injury Prevention and Safety Promotion Conference in Mérida, Mexico. KYC members were very pleased with the outcome of this project and receiving the award was icing on the cake.

Going Green – KYC is currently working on a program focusing on going green, specifically geared for teens. This program has turned out to be quite involved, but should prove to be worth the effort.

Youth Summit – Several KYC members collected numerous hours of footage during this year's Youth Summit. This footage will be edited down and a program will be created over viewing the event.

Superintendent Meetings

The Youth Council Leadership continues to meet quarterly with the Lake Washington School District Superintendent, Chip Kimball. During these meetings a wide variety of topics are discussed. This has included; learning styles, WASL, creating fundraising handbook for students, nutrition policy, alternative PE options and information technology issues/policies.

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City Manager Meetings

KYC Leadership looks forward to their quarterly meetings with City Manager, Dave Ramsay. Topics that have been discussed include; annexation, traffic concerns, redesign of Parkplace Mall and the redevelopment of Totem Lake Mall.

Police-Fire-KYC Social Event

As in past years, KYC hosted a social event to get Police, Fire, and teens together in a fun, stress free activity. Past years have included a softball tournament and barbeque. This year the group decided to try bowling. With the assistance of grant funds received from King County's Community Organizing Program, KYC was able to host an outstanding get together at Tech City Bowl.

PHAT KAT (Peeps and Homies Against Tobacco/ Kirkland Against Tobacco)

The Kirkland Youth Council's anti tobacco group PHAT KAT, has been rather dormant during the 2007-08 school year. This has been due in part to the loss of key members through graduation. Current members of the group participated in one anti-tobacco "street teaming" at the Ben Harper concert last fall. Several newer members are planning on attending the "No Stank You" media training in May.

This is a short summary of what the Kirkland Youth Council has on tap for the 2007-08 school year.

Members of the Youth Council Leadership are looking forward to sharing and discussing event and project details with Council members during the upcoming Study Session.



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: Regi Schubiger, Youth Services Coordinator
Judy Manchester, Youth and Human Services Coordinator
Carrie Hite, Deputy Director, Parks and Community Services
Jennifer Schroder, Director, Parks and Community Services

Date: April 22, 2008

Subject: 2007 Mini Grant Report

In 2000, Kirkland City Council agreed to allow the Kirkland Youth Council to set aside \$10,000 of its \$20,000 Teen Activity Grant funds for a new Mini-grant program. The purpose of these grants is to provide one-time awards between \$200 and \$750 that provide short-term, limited funding for Kirkland youth groups and community groups for projects, activities, events, and training. These grants are awarded three times every year. This typically occurs around January 15th, April 15th, and October 15th.

The following lists the seventeen programs and organizations that were awarded funding during 2007.

BEST High School, Prom – May 2007 market BEST high's third annual prom at Heritage Hall. This event was sponsored and planned by the school's ASB.

Amount Requested: \$500

Funds Allocated: \$450 due to the number of requests received that cycle.

Finn Hill Junior High, Wildwise Program – The Wildwise Program is an outreach program of the Woodland Park Zoo. Students participate in an interactive learning experience about wildlife. FHJH staff offered this program to all 9th graders while the 7th and 8th grade students tool the WASL.

Amount Requested: \$550

Funds Allocated: \$450 due to the review committee's feeling that requests for funds toward an additional activity associated with Wildwise, was not necessary.

Juanita High School, Rebel Pride Day – Juanita High School's Rebel Pride Day is a day long event where school and community members partner to beautify the JHS campus. This includes routine maintenance of gardens, installation of benches, creating new planters, and painting. The event includes a barbeque for all participants.

Requested Amount: \$600

Funds Allocated: \$450 due to the number of requests received that cycle.

Juanita High School, Winter Wonderland Dance – The sophomore class at Juanita High school hosted the Winter Wonderland dance celebrating the completion of the first semester. The Sophomore cabinet organized every aspect of the dance, from booking the DJ to the publicity plan.

Requested Amount: \$276

Funds Allocated: \$276

Kamiakin Junior High, CAPstone – Each year all 9th grade students at Kamiakin Junior High must complete their CAPstone community service project. In order to defer some of the costs of supplies and material, Kamiakin offers mini grants to teams of students who illustrate need.

Requested Amount: \$750

Funds Allocated: \$750

Kirkland Boys and Girls Club, Teen Night – The Kirkland Boys and Girls Club hosted a regional teen night inviting youth from all over the greater Seattle area. The event featured basketball tournaments, henna tattoos, ping pong and a live band.

Amount Requested: \$750

Funds Allocated: \$750

Kirkland Chamber of Commerce, Youth Employer Symposium – The Chamber of Commerce hosted its annual Youth Employer Symposium on February 16, 2007. The focus of the event was to train teens in leadership skills and career development. Participants also attended the Chamber Luncheon following the training.

Requested Amount: \$500

Funds Allocated: \$500

Kirkland Chamber of Commerce, Math/Science/Technology Training – In early 2008, the Kirkland Chamber of Commerce hosted its first ever Math/Science/Technology training for teens. These trainings helped to illustrate the many career opportunities within these fields.

Requested Amount: \$500

Funds Allocated: \$500

Kirkland Junior High, "Organ Lady" – The Kirkland Junior High Counseling Department hosted the "Organ Lady" to come and speak to the 8th grade classes on the physical damages done to real organs by drugs/alcohol and violence.

Requested Amount: \$900

Funds Allocated: \$450 due to the number of requests received that cycle.

KTUB, Outdoor Program – During the summer of 2007, the teen center provided an outdoor adventure program for teens. The program included, hiking, swimming, rock climbing, kayaking, camping and more.

Requested Amount: \$745

Funds Allocated: \$262 due to the number of requests received that cycle.

Kirkland Teen Union Building, Ropes Course – To assist the KTUB's Advisory Board members in teambuilding, leadership development, and cultural competency, members of the board participated in a Rose Challenge Course.

Requested Amount: \$750

Funds Allocated: \$630 due to the review committee's concern that funds were requested for "prospective" board members to participate in the training.

Lake Washington High School, Kangapalooza – Kangapalooza Festival is an end of the school year event for all students at Lake Washington High School. The event features lunch, games, annual signing, art show, and athletic activities. The purpose of this event is to build pride in LW and personalize the school for everyone.

Requested Amount: \$750

Funds Allocated: \$580 due to the number of requests received that cycle.

Lake Washington High School, Senior Prom – The Senior Class at Lake Washington High School worked extremely hard to raise funds for their annual Prom. Unfortunately with new restrictions on raffles and food sales, monies were extremely hard to come by.

Requested Funds: \$750

Allocated Funds: \$500 due to the number of requests received that cycle.

Rock School, Music Equipment – The Rock School is a non-profit after school music program for teens with several locations in the Seattle area including Kirkland. The program provides essential technical training and mentorship with caring adults. Classes include Band 101, Recording and Vocals, and Songwriting. The program requested funding to purchase equipment for the program.

Requested Amount: \$750

Allocated Funds: \$750

Rose Hill Junior High, Nautical Renaissance Festival – The RHJH Symphonic Band traveled to Ilwaco, WA for the annual Nautical Renaissance Festival. The trip included touring the Northhead Lighthouse, sailing aboard the Lady Washington tall ship, and performing at the Festival.

Requested Amount: \$750

Funds Allocated: \$550 due to the number of requests that cycle.

Rose Hill Junior High Library, Junior High Reading Acclimation Program – "Feeling Familiar with Fantasy!" program involved the purchase and promotion of two series of books with which students are familiar with from their elementary school. It is hoped that these will provide a good transition for students who have left their comfortable elementary library for the newness of the junior high library. In addition this will promote reading as a fun and rewarding activity.

Requested Amount: \$330
Funds Allocated: \$330

Total Amount Requested (Funded Programs) 2007: \$10,151
Total Funds Awarded: \$8,178

The following three programs were not funded:

Finn Hill Junior High, Dance Dance Revolution – In order to encourage physical activity, the Computer Class instructor at Finn Hill would like to offer dance competitions with the Dance Dance Revolution program.

Requested Amount: \$250

Two issues were of concern for the review committee; use of funds to pay for equipment used during class time and the lack of listed matching funds. This are both required for all applicants.

Kirkland Junior High, Dance Dance Revolution – In order to encourage physical activity, the Computer Class instructor at Kirkland Junior High would like to offer dance competitions with the Dance Dance Revolution program.

Requested Amount: \$250

Two issues were of concern for the review committee; use of funds to pay for equipment used during class time and the lack of listed matching funds. This are both required for all applicants.

Lake Washington High School, DUI Program – Every other year, the LWHS PACTeam sponsors a DUI reenactment and education. This program has been extremely effective and is highly regarded. As a part of this year's program, the PACTeam would like to give all LWHS students a key chain that commemorates the event.

Requested Amount: \$740

The review committee did not recommend funding for this program for two reasons; the number of requests received during that funding cycle and the effectiveness of giving each student a keychain.

Total Amount Requested (Not Funded): \$1,240

CITY OF KIRKLAND123 FIFTH AVENUE, KIRKLAND, WASHINGTON 98033-6189 425.587.3400 FAX 425.587-3410

**POLICE DEPARTMENT
MEMORANDUM**

To: David Ramsay, City Manager

From: Eric Olsen, Chief of Police

Date: April 8, 2008

Subject: Presentation of 25 Year Service Award

RECOMMENDATION:

Approve that Council present a 25 Year Service Award to Lieutenant Mike Ursino at the May 6, 2008 regular City Council meeting.

BACKGROUND DISCUSSION:

Mike Ursino started his police career as a reserve officer in Carnation in 1979 and in 1980 he was hired by the Town of Clyde Hill where he worked in Patrol for a year prior to attending the Police Academy. In February 1983, Mike was hired by the Kirkland Police Department and worked Patrol until 1985 when he became a motorcycle officer. He spent the next 7 years on bikes and during that time he was also a member of the Special Response and Tactics Team and the Fatal Collision Investigation Squad. In 1992, he became a DARE officer and worked in the schools until the spring of 1996 when he became a Detective. While in Detectives, Mike's primary assignment was the investigation of white collar crime. On August 1, 1998, Mike was promoted to Sergeant and went back to Patrol until February of 2001 when he became the Traffic Sergeant. In November of 2006, Mike was appointed to Acting Lieutenant, overseeing the Services Division and in August of 2007, he was promoted to Lieutenant and currently serves as one of the Department's Operations Lieutenants. In that capacity, Mike oversees two Patrol Squads as well as the Special Response Team, the Crisis Negotiation Team, Traffic, Parking Enforcement, Community Services, the Explorer Program, and is the Department's representative for Special Events. Mike and his wife Cary have three children and reside in Kirkland.

CITY OF KIRKLAND
Service Award



The City of Kirkland Proudly Recognizes and Honors

Michael J. Ursino

**for your contributions over the last
25 years as of February 15, 2008.**

Thank you for your service.

James L. Lauinger, Mayor

David H. Ramsay, City Manager





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: City Council

From: Jennifer Schroder, Director of Parks and Community Services
Carrie Hite, Deputy Director of Parks and Community Services
Judy Manchester, Youth and Family Services Supervisor

Date: April 24, 2008

Subject: New Director of the Kirkland Teen Union Building

RECOMMENDATION: City Council welcomes the new director of the Kirkland Teen Union Building, Seth Dostart. Seth began his role as the KTUB Director March 24th.

POLICY IMPLICATIONS: None

BACKGROUND DISCUSSION: The City of Kirkland would like to take this opportunity to officially welcome Seth Dostart as the new Director of the Kirkland Teen Union Building. Seth comes to the KTUB and Friends of Youth with a wealth of knowledge and experience. Being a Washington native, Seth graduated from Sammamish High School and moved into a long career in theater working at the Village Theater in Issaquah. Seth's stage managing led him into a music collaboration with a friend, and the duo has spent time touring the United States as DJ producers. Seth took the opportunity to become the Music Director at the Bellevue teen center, Ground Zero for two years, and moved into the Director position which he held for the past three years. Seth comes to the KTUB with a great working relationship among regional teen services staff. His positive influence at Ground Zero is already missed. Seth is passionate about working with young people and helping them engage in their communities in roles that are creative, productive and valued.



CITY OF KIRKLAND
Department of Parks & Community Services
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www.ci.kirkland.wa.us

MEMORANDUM

To: Mayor and Members of Council

From: Kirkland Youth Council
Kirkland Pedestrian Safety Taskforce

Date: April 22, 2008

Subject: We've Got Issues, International Safety Award

The City of Kirkland was honored at the Ninth Annual World Injury Prevention and Safety Promotion Conference in Mérida, Mexico, March 16-18, 2008. The Kirkland Youth Council's We've Got Issues program on Pedestrian Safety received the Silver Award in the Short Film category. One hundred and fifty entries were received for the International Safety Media Awards (ISMA) from several countries from all over the world. All entries were displayed at the conference in Mexico which was attended by over 500 injury prevention professionals.

The program idea was the result of Youth Council members discussing ways in which they could educate their peers on pedestrian safety from both a driver's and a pedestrian's perspectives. The eight minute program features a reenactment of a motor vehicle and pedestrian collision, hidden camera footage, and pointers for both drivers and pedestrians. The City's Public Works, Police, and Fire Departments lent their expertise and assisted in creating this collaborative program.

The program can be viewed on the City's website, K-Life, and the ISMA website (http://www.teachingstory.com/isma/2008_selections/video/index.html).

**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: Stephanie Day, Emergency Preparedness Coordinator

Date: April 15, 2008

Subject: American Red Cross/COK Shelter Team Recognition

RECOMMENDATION:

Recognize the American Red Cross volunteers who successfully completed the recent shelter training series, offered in partnership with the City of Kirkland. The eight participants are: Mary-Alyce Burleigh, Desire Goble, Rob Mechaley, Jr., Alex Morse, John O'Brien, Nancy Smersh, Thang Nguyen & Jaime Walker.

BACKGROUND DISCUSSION:

In the wake of past events such as the Hanukah Eve Windstorm and last years flooding event, it's become increasingly clear that a need for a community shelter in the Kirkland area is a real possibility. It is also apparent that in order to effectively run and operate a shelter, a tremendous amount of resources (personnel, supplies, equipment) are needed. Local jurisdictions, with their shrinking budgets and dwindling funding sources, just don't have enough resources to adequately staff and manage a shelter, even with staff training and equipment. This is a much larger, regional issue and requires assistance and collaboration with not only our regional partners, but also our community partners.

In the Fall of 2007, the City partnered with the American Red Cross to recruit members of the community to become ARC volunteers. The series of trainings ran over the course of several weekends and required commitment from all participants to attend each and every session. This was no small feat and speaks highly of these individuals. Their dedication and commitment to completing the series and serving their community is monumental. They are a vital and necessary part of our disaster planning and are a tremendous asset to our community.

**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: Marie Stake, Communications Program Manager

Date: April 17, 2008

Subject: Arts Education Week Proclamation

RECOMMENDATION:

It is recommended that Mayor James L. Lauinger proclaim May 11 - 17, 2008 *Arts Education Week*.

BACKGROUND DISCUSSION:

Una McAlinden, Executive Director of ArtsEd Washington and the City's Cultural Council have asked that Mayor Lauinger designate May 11 - 17 as *Arts Education Week*. ArtsEd Washington, Washington Alliance for Arts Education is a non-profit organization that networks statewide agencies, arts organizations, schools, businesses and individuals committed to providing quality arts education to all students in Washington State.

Kirkland's proclamation serves as a spotlight for the collective efforts of arts educators, and will provide an opportunity for schools and communities in the area to recognize the value of arts education, to celebrate local arts education achievements, and to focus attention on the necessary work ahead to ensure "Arts for Every Student."

ArtsEd Washington hopes the proclamation will be an important catalyst to build community awareness of the crucial role of arts as part of a complete and balanced education. They hope to sustain the momentum and excitement of the week celebrating arts education into the other 51 weeks to ensure that all children have an opportunity to develop the creativity essential for life in the 21st century. The Kirkland Cultural Council is a member of ArtsEd Washington.

The week coincides with the 5th Annual Kirkland Artists Studio Tour, May 10 - 11 taking place around the city that is sponsored by the Cultural Council.

Members of the Kirkland Cultural Council will be on hand at the May 6th meeting to accept the proclamation.



A PROCLAMATION OF THE CITY OF KIRKLAND

Designating May 11 – 17, 2008 as “Arts Education Week” of the City of Kirkland

WHEREAS, the City of Kirkland recognizes that arts education, defined as dance, music, theatre and visual arts, is an essential part of a complete and balanced education for all students; and

WHEREAS, education in the arts develops imagination, empathy, and critical thinking, which in turn helps students reach their full potential for academic achievement and personal success; and

WHEREAS, participation in the arts helps keep students and educators more engaged in school by promoting creative and interdisciplinary instruction, providing an outlet for self-expression, and creating opportunities for individual achievement; and

WHEREAS, the imagination and creativity are seen as increasingly critical capacities needed for success in the 21st Century, as evidenced by national reports and the Washington Learns report on educational reform in our state; and

WHEREAS, high quality school-based arts education involves a wide range of partners including educators, artists and arts organizations, community members, and local and statewide organizations;

THEREFORE, I, James L. Lauinger, Mayor of the City of Kirkland, do hereby proclaim May 11-17, 2008 as *Arts Education Week* in the City of Kirkland and urge all citizens to honor all students’ artistic talents, celebrate arts education programs and recommit ourselves to making the arts part of every students’ education.

Signed this 6th Day of May, 2008

James L. Lauinger, Mayor

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Kari Page, Neighborhood Services Coordinator

Date: April 18th, 2008

Subject: City Council Meeting with the North Rose Hill Neighborhood

RECOMMENDATION:

City Council assign topic areas for the upcoming neighborhood council meeting with the North Rose Hill Neighborhood Association and provide direction on a possible agenda change.

BACKGROUND:

As part of the City Council's continuing effort to remain in touch with the interests and needs of the community, the Council will meet with the North Rose Hill Neighborhood on Monday, May 19, 2008. The meeting will begin at 7:00 p.m. at the North Rose Hill Fire Station (9930 124th Avenue NE). Staff will continue to structure the format of the meeting and invitations the same as the past, unless instructed by Council to change.

Potential topic areas suggested by Margaret Carnegie, the North Rose Hill Neighborhood Chair include:

1. **Neighborhood Safety** – house and car break-ins, drug use in parks.
2. **Pedestrian Safety and Services** – need for more sidewalks and streetlights in the neighborhood, allowing developers to fund sidewalks for just the "street house" when homes extend behind, lack of adequate public transportation, need for better enforcement of pedestrian right-of-way.
3. **Potential Costco Gas Station** – concerns regarding impacts on air quality, wetlands, pedestrian safety and cut-through traffic.
4. **Change In Neighborhood Character;** – large houses on small lots and loss of trees, environmental impact of losing pervious soil from large houses and garages on small lots, loss of trees from commercial development such as N.E. 85th & 126th.
5. **Traffic Issues** – cut-through traffic from 85th into neighborhoods (that current speed humps, etc. don't eliminate), additional potential cut-through personal and delivery traffic from 85th islands, current traffic on 124th Ave. N.E. between N.E. 85th & N.E. 116th with more planned development adding to it.

At the last few meetings, Council entertained three questions after each Council presentation/topic to break up the “lecture style” format and involve the audience more. Time was reserved at the end for the informal questions and answers. The proposed agenda follows this same format.

- 7:00-7:05 p.m. I. Greeting and Introduction - Mayor James Lauinger
- 7:05-7:10 p.m. II. Comments from the Neighborhood Association Chair
- 7:10-8:15 p.m. III. Comments, Questions and Discussion – Neighborhood and City Council
 - A. Budget Update – Mayor James Lauinger
 - B. Key Issues Update – City Councilmembers
 - C. General Discussion and Questions from Audience
- 8:15-8:45 p.m.
- 8:45 p.m. IV. Adjourn

The following outlines the planned process and timeline for this meeting:

- April 21 Neighborhood receives Council’s invitation (with request cards) in the mail
- May 6 City Council members decide topic areas (at Council Meeting)
- April 21 – May 3 Neighborhood sends questions/requests to Neighborhood Services Coordinator
- May 5 City Council and Departments receive categorized list of questions/requests
- May 5-14 Departments respond to questions/requests (received by May 3rd)
- May 15 City Council receives list of Departmental answers (to questions/requests)
- May 19 Neighborhood Council Meeting
- May 30 City posts all questions and answers on the web

APRIL

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Council Meeting (assign topic areas)
Residents receive mailing and send in cards
Directors/Council receive list of questions
Council Receives questions and answers
Meeting Date



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
April 15, 2008

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

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

Members Absent: None.

3. STUDY SESSION

a. Potential Annexation

Joining Councilmembers for this discussion in addition to City Manager Dave Ramsay were Assistant City Manager Marilynne Beard, Director of Finance and Administration Tracey Dunlap and Intergovernmental Relations Manager Tracy Burrows.

4. EXECUTIVE SESSION

None.

5. SPECIAL PRESENTATIONS

None.

6. REPORTS

a. City Council

(1) Regional Issues

b. City Manager

(1) Calendar Update

7. COMMUNICATIONS

a. Items from the Audience

Brian Steples, 4207 106th Place NE, Kirkland, WA
Shawn Etchevers, 4119 107th Place NE, Kirkland, WA
Curtis Thompson, 127 3rd Avenue, Ste. 302, Kirkland, WA
Johanna Palmer, 12911 NE 129th, Kirkland, WA

b. Petitions

None.

8. CONSENT CALENDAR

a. Approval of Minutes: April 1, 2008

b. Audit of Accounts:

Payroll \$ 2,020,990.71

Bills \$ 2,095,304.42

run # 736 check #'s 497530 - 497695

run # 737 check #'s 497696 - 497747

run # 738 check # 497749

run # 739 check # 497773

run # 740 check #'s 497774 - 498026

c. General Correspondence

(1) Gale Clement, Regarding the Kirkland Transit Center

(2) Will Henschel, Regarding Establishing 'No Parking' Red Curb Zones

d. Claims

(1) James Bernstrom

e. Award of Bids

(1) NE 80th Street Sewer and Water Main Replacement Project

The contract was awarded in the amount of \$779,468.09 to Shoreline Construction Company of Woodinville, Washington.

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

h. Other Items of Business

(1) Resolution R-4696, entitled "A RESOLUTION OF THE CITY OF KIRKLAND RELATED TO COMPREHENSIVE PLANNING AND LAND USE AND EXPRESSING AN INTENT TO AMEND THE KIRKLAND COMPREHENSIVE PLAN AS A PART OF THE 2007-2008 CITY INITIATED COMPREHENSIVE PLAN AMENDMENT PROJECT, ORDINANCE 3481 AS AMENDED, AND AMENDING ORDINANCE 3710 AS AMENDED, THE KIRKLAND ZONING MAP, FILE NO ZON07-00001."

(2) Resolution 4697, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND PERTAINING TO THE 2008-2010 PLANNING WORK PROGRAM."

(3) Report on Procurement Activities

Motion to Approve the Consent Calendar with an addition to the minutes referencing a request made by Councilmember Sternoff at the April 1, 2008 meeting.

Moved by Councilmember Mary-Alyce Burleigh, seconded by Deputy Mayor Joan McBride

Vote: Motion carried 7-0

Yes: Mayor Jim Lauinger, Deputy Mayor Joan McBride, Councilmember Dave Asher, Councilmember Mary-Alyce Burleigh, Councilmember Jessica Greenway, Councilmember Tom Hodgson, and Councilmember Bob Sternoff.

9. PUBLIC HEARINGS

a. Appealing Design Review Board Decision on the Bank of America - Merrill Gardens Mixed Use Project

Mayor Lauinger opened the public hearing. City Attorney Robin Jenkinson provided a brief overview of the hearing parameters. Councilmember Greenway disclosed that two of the witnesses for the appellant, Bea Nahon and Jim McElwee, were members of the leadership team for her re-election campaign, and that she was a member of a citizen group which twenty years ago hired the firm of Aramburu and Eustis in an appeal of a commercial permit decision. Councilmember Greenway stated that neither of these circumstances would prevent her from making a fair decision based upon the record of this hearing.

City Clerk Kathi Anderson administered the oath to the witnesses. Testimony was provided by:

Janice Soloff, Senior Planner, Kirkland Department of Planning and Community Development

Bea Nahon, CiViK Representative

Richard Aramburu, Attorney for Appellant

Rob Brown, CiViK Representative

Jim McElwee, CiViK Representative

Carol Simpson, Exec. V.P. and Chief Administrative Officer, Plaza Bank
Molly Lawrence, Attorney for the Applicant
Stephen Stephanou, Principal, Madison Retail Group
Jeff Bates, Kirkland Design Review Board Chair
Due to the late hour, Mayor Lauinger continued the hearing to Council's next meeting on May 6, 2008.

Council recessed for a short break at 9 p.m. during the hearing.

Council recessed for a short break at 11:14 p.m. during the hearing.

10. UNFINISHED BUSINESS

- a. Resolution R-4698, Pertaining to the City Becoming a Cascade Agenda Leadership City and Approving Funds for Membership Fee

Motion to Approve Resolution R-4698, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND PERTAINING TO THE CITY BECOMING A CASCADE AGENDA LEADERSHIP CITY" and approving a one-time expenditure of \$5,000 from the Council Special Projects Reserve Fund.

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Joan McBride
Vote: Motion carried 6-1

Yes: Mayor Jim Lauinger, Deputy Mayor Joan McBride, Councilmember Dave Asher, Councilmember Mary-Alyce Burleigh, Councilmember Tom Hodgson, and Councilmember Bob Sternoff.

No: Councilmember Jessica Greenway.

11. NEW BUSINESS

None.

12. ANNOUNCEMENTS

13. ADJOURNMENT

The Kirkland City Council regular meeting of April 15, 2008 was adjourned at 12:15 a.m. on April 16, 2008.

City Clerk

Mayor



CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Marie Stake, Communications Program Manager

Date: April 21, 2008

Subject: Draft Response Letter to Sarah Andeen RE: Environmental Commission

RECOMMENDATION:

It is recommended that the City Council authorize Mayor James Lauinger to sign a letter as presented or modified responding to Ms. Sarah Andeen.

BACKGROUND:

On April 1, Ms. Sarah Andeen emailed the City requesting that the City Council consider establishing an environmental advisory board. The draft response letter specifically addresses the six issues Ms. Andeen raises and encourages her to attend the July 1 Green Team Update.

From: Sarah Andeen [mailto:andeens@comcast.net]
Sent: Tuesday, April 01, 2008 3:29 PM
To: KirklandCouncil
Subject: Environmental Commission/Board Proposal

Hello,

I know that Kirkland has a good reputation for being a green city and it is something that the Council has a strong interest in promoting and developing. In order to facilitate this goal it might be useful if Kirkland were to establish a new Board or Commission to study environmental impact issues and make recommendations on how Kirkland can improve its environmental impact. These issues effect many of the boards and commissions already in place (planning, parks, transportation), but since the environment is tangential to each of these they do not often see the larger picture. There are also many little areas in which a board looking at ways in which Kirkland could become a greener city could offer suggestions. For example:

- City lighting - what are the most effective bulbs
- Carbon emissions - how can the city improve its footprint - i.e. no more use of leaf blowers, getting Segways for parking monitors
- Transportation flow - ways to partner and encourage carpooling and use of buses, bikes and walking
- Development - develop standards and incentives to encourage density development and greener buildings
- Business- create incentives for businesses to operate in environmentally friendly ways
- Special events - participate in events such as the recent lights out campaign that Seattle participated in but Kirkland did not

For a good example of a city that has such a commission you can check out San Francisco's Commission at http://www.sfenvironment.org/our_policies/overview.html?ssi=10

If there is interest in such an endeavor I would be happy to do additional research to see what other cities are doing as well.

Thank you for your consideration.

Sarah Andeen

DRAFT

May 6, 2008

Sarah Andeen
220 1st St #504
Kirkland, WA 98033

Dear Ms. Andeen,

Thank you for contacting the Kirkland City Council regarding the proposal to create an environmental citizen advisory board. Your April 1, 2008 email identifies many issues the City of Kirkland is currently addressing to preserve, protect and sustain our natural resources. We are also striving to encourage the community to take an active role in supporting these initiatives.

Last fall, the Council gave consideration to creating a volunteer board or commission whose charter would be to advise the City Council on environmental matters. Because of the associated costs for staffing and resources needed to support such a board, the City Council directed staff to develop community involvement strategies that will educate and engage interested community members in environmental stewardship. The City Council recognizes there are community members, such as you, who have the desire and expertise to help the City in our efforts.

The City has an interdepartmental "Green Team" that coordinates the citywide efforts on environmental stewardship. The Green Team is tentatively scheduled to give an update on the City's efforts to the City Council on July 1, 2008. We anticipate hearing more about the community engagement ideas that need to be planned as to involve interested citizens and businesses in a meaningful way.

The City's Natural Resource Management Plan is our blueprint for policies, programs and development standards that support this City's commitment to environmental stewardship. Below are some highlights of the "green" programs the City is currently managing to reduce our environmental impact and to educate the community. The "Kirkland Green" website, www.ci.kirkland.wa.us/kirklandgreen, contains a great deal of information about these programs and policies.

- *Lighting retrofit upgrade:* The upgrade is being performed at all city facilities with the installation of more efficient bulbs and ballasts
- *Climate protection:* The City Council has signed onto the U.S. Mayors Climate Protection Agreement and adopted greenhouse gas emission reduction targets for 2012, 2020 and 2050. A Climate Protection Action Plan is under development and expected to be presented to the City Council in 2009. The City's fleet currently includes 14 hybrid (gas/electric)

passenger vehicles, 1 biodiesel (B99) passenger vehicle, 1 all-electric vehicle (work truck), 1 propane forklift, and 3 Honda Metropolitan scooters.

- *Commute Trip Reduction (CTR):* The City's CTR ordinance requires employers of 100 or more employees who arrive between 6 and 9 a.m. to develop and implement a program to encourage their employees to reduce vehicle miles traveled and single occupant vehicle trips.
- *Sustainable development:* The City is finding success with its Green Building Program that offers a priority permit processing incentive designed to encourage sustainable building in the construction of new single family residential development.
- *Green Business Program:* This program recognizes Kirkland businesses for a multitude of environmental efforts conducted within the Kirkland business community. Through an on-line application, a business completes a survey that establishes its eligibility as a "green" business. To recognize its achievements, a business receives a core program decal and supplemental decals (upon qualification for any of the seven categories), is listed on the City's website and is recognized by the City Council.
- *Community events:* The City has been active in promoting its programs at local events and at educational series. Last year, the City assisted the Greater Kirkland Chamber of Commerce in coordinating Sustainable September, a month-long "green" learning event. We are committed to support this event again in 2008. Additionally, we have an ongoing volunteer program, Green Kirkland Partnership that is helping to restore urban forests in our parks.

As you do, the City Council and staff place a high value on a healthy environment. You are encouraged to attend the July 1 City Council meeting or contact Paul Stewart, Deputy Director, Planning & Community Development, at 425-587-3227 or pstewart@ci.kirkland.wa.us should you have further questions. Thank you for your ideas and interests in keeping Kirkland healthy today and in the future.

Sincerely,
KIRKLAND CITY COUNCIL

James L. Lauinger
Mayor

cc: Paul Stewart, Planning & Community Development
Jenny Schroder, Parks & Community Services



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
David Godfrey, P.E., Transportation Engineering Manager

Date: April 24, 2008

Subject: CORRESPONDENCE FROM MS. LAURIE POULSON

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign a letter of response to Ms. Poulson who wrote to express her concern with possible altering of Metro Route 277.

BACKGROUND DISCUSSION:

At their April 1, 2008 meeting Council reviewed options for funding a continuation of certain runs on Route 255; the funding for which will end in September of 2008. One option for continuing the 255 service was to eliminate runs on Route 277 and transfer the service hours to the 255. After hearing from a number of 277 riders and other concerned parties Council rejected the notion of altering the 277 to fund the 255. Ms. Poulson currently uses the 277 and is urging that service not be cut.

On April 1, Council directed staff to explore ways of continuing the 255 without cutting the 277. We are working with Metro and other potential partners to find a solution that does not alter the 277 and we plan to report back to Council at the May 20 Council meeting.

-----Original Message-----

From: Laurie Poulson [<mailto:jplo1@mindspring.com>]

Sent: Tuesday, April 08, 2008 11:13 AM

To: KirklandCouncil

Subject: Metro 277

Dear Council Members,

I am writing in response to a rumor I heard that Metro is planning to discontinue Route 277. I am writing to strongly oppose such a plan. I live in the Highlands neighborhood which is west of I-405 and north of Central Way (85th). I work and study at the University of Washington. I take the 277 from the University and walk home a bit less than a mile across the pedestrian/emergency overpass on 100th. This replaces my previous method of getting home which utilized the ST 540 and then the Metro 238 bus, which has been rerouted and no longer provides access to neighborhood. My entire family is actively attempting to cut down on our use of the car for both financial and environmental reasons but Metro is not helping.

The problem with the suburbs, from the perspective of transit, is that it is hard to reach people because of the cul-de-sac design. Our neighborhood is a perfect example of this problem. The 277 route currently provides an excellent bus connection to the Highlands neighborhood as well as the neighborhoods north of I-405. In addition, it services a much broader area from the Houghton Park and Ride. At this time, when more and more people are looking for transit options, it is not reasonable to eliminate this run. Many people are just looking at what transit has to offer. If there are not enough riders on the bus then perhaps it makes more sense to 1) make the route more practical by increasing bus access to the Houghton Park and Ride during the day and 2) advertise the existence of the route. It goes right by Lake Washington High School - perhaps it is reasonable to eliminate the bus that runs through the neighborhood twice a day merely to pick up/drop off Lk. Wash. students and encourage them to walk the short way across the overpass to catch the 277.

I urge you to strongly oppose the discontinuation of King County Metro route 277. Thank you for your consideration.

Laurie Poulson
9713 112th Ave NE
Kirkland, WA 98033-5145

DRAFT

May 7, 2008

Ms. Laurie Poulson
9713 112th Ave NE
Kirkland, WA 98033-5145

Dear Ms. Poulson:

Thank you for your email to the Kirkland City Council concerning King County Metro route 277. Maintaining efficient and cost effective transit service is also a concern of the City Council.

Our discussion of Route 277 originated with a need to examine options for continuing service on Metro's Route 255. Third party funding for certain 255 runs is expiring and Council is examining ways of providing a new funding source. As part of the City's discussion with Metro, discontinuing certain runs on Route 277 was examined at one point as a possible means of continuing 255 service. After hearing from neighbors and your fellow Route 277 riders, the City Council rejected the idea of changing this route.

We are currently working with Metro and other potential funding partners on other ways of continuing the Route 255 service that would not impact Route 277. At our May 20 Council meeting, we'll be considering these ideas and we encourage you to attend and address the City Council during the public comment period.

It's gratifying to hear that you have found that Route 277 serves your needs and we hope that you and your family will continue to find transit to be a realistic alternative to driving alone.

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: April 23, 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) Cindy Campbell
12410 NE 80th Street
Kirkland, WA 98033

Amount: \$225.00

Nature of Claim: Claimant states damage to property resulted from nearby City construction project.

- (2) Greens on State Homeowners Association
754, 756, 758 State Street
Kirkland, WA 98033

Amount: \$6,908.87

Nature of Claim: Claimant states damage to property resulted from a compromised sewer line.

April 23, 2008

Claim for Damages

Page 2

(3) Brittany Herrick
820 171 Pl. NE
Bellevue, WA 98008

Amount: \$2,101.04

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



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: April 22, 2008

Subject: Ratification of International Association of Firefighters (IAFF) Local #2545 Agreement 2008 - 2010

RECOMMENDATION

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

BACKGROUND DISCUSSION:

On April 3, 2008 the City of Kirkland was advised that the members of the Kirkland IAFF Union, representing Firefighters, 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)
- Market adjustment to base salary is 1.5% for 2008, 1.5% for 2009, and .50% for 2010
- Addition of Community Service Day starting 2008
- Enhancements to “Officer Splits” (Lieutenant, Captain, and Battalion Chief Classifications).
- Longevity enhancements: new categories for employees with 5-9 years of service and 30+ years of service.
- Sick Leave Cashout: \$10,000 in 2008, \$10,500 in 2009, and \$10,500 in 2010
- Slight increase to vacation accrual rate for Employees with 25+ years of service
- Medical Benefits program continued: AWC Regence Blue Shield Plan A or Group Health Plan I with enhanced language providing for plan changes during term of agreement.
- Continuance of Flexible Spending Account (FSA) \$300 Employer contribution for each year of contract
- Effective January 1, 2010 the work schedule for bargaining unit personnel will be two consecutive 48 hour shifts followed by 96 hours off.

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 IAFF.

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

AGREEMENT BETWEEN

the

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL
#2545**

and the

CITY OF KIRKLAND

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PREAMBLE

This Agreement is made by and between the International Association of Firefighters Local No. 2545, hereinafter referred to as the "Union", and the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer".

PURPOSE

The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete Agreement with regard to wages, hours, and working conditions for the Employees in the bargaining unit so as to promote the efficiency and effectiveness of fire prevention; medical aid services and fire suppression; public safety; and harmonious relations between the Employer and its Employees; giving recognition to the rights and responsibilities of the Employer, the Union, and the Employees.

DEFINITIONS

ARTICLE 1

As used herein, the following terms are defined as follows:

1.1 Bargaining Unit shall mean all Employees in the Kirkland Fire/Building Department in the classifications of Firefighter, Deputy Fire Marshal, Fire Inspector, Fire Lieutenant, Fire Captain, and Battalion Chief.

1.2 Base Pay shall mean Firefighter 5 pay grade as set forth in the Salaries Article of this Agreement.

1.3 City shall mean the City of Kirkland.

1.4 Department shall mean the Kirkland Fire/Building Department.

1.5 Deputy Fire Marshal shall mean any incumbent as of March 16, 2001 that serves as a full time Deputy Fire Marshal for the City of Kirkland. The Deputy Fire Marshal will assume seniority as defined in Article 1.

1.6 Employee shall mean an individual who meets the following criteria:

- 1.6.a Employed full time by the City of Kirkland.
- 1.6.b Covered by RCW 41.26 (LEOFF Pension System).
- 1.6.c Employed in a Bargaining Unit position defined in this Agreement.

1.7 Employer shall mean the City of Kirkland.

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

1.9 Monthly Salary shall mean the monthly rate of pay so identified and set forth in the Salaries Article 21 of this Agreement.

1.10 Line Personnel shall mean regular full time Employees primarily responsible for fire suppression, medical aid, fire inspections and other related duties.

1.11 Overtime shall mean the time worked in excess of normally scheduled hours of duty.

1.12 Seniority shall mean length of continuous service with the Kirkland Fire/Building Department in a represented Bargaining Unit position.

1.13 Shift shall mean each workday served regardless of length of time the workday may be.

1.14 Time in grade shall mean length of continuous service with the Kirkland Fire / Building Department at their current rank.

1.15 Union shall mean the International Association of Firefighters Union, Local #2545.

1.16 Vacation shall mean a granted period of time off duty earned by members of the bargaining unit during which time they shall continue to receive their basic rate of pay.

UNION RECOGNITION

ARTICLE 2

The Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for all Employees in the bargaining unit.

UNION ACTIVITIES

ARTICLE 3

Section 3.1 The Employer shall make available to the Union 144 hours of paid leave per annum (1/1 – 12/31) for the purpose of allowing elected Union officials, or substitutes appointed by the Union participation in collective bargaining, grievance handling and other permissive activities. All Union leave shall be subject to prior approval of the Fire Chief or his designee based on the following criteria:

3.1.a Such leave shall be taken in blocks of not less than 6 hours.

- 3.1.b Written explanation from the Union President of the necessity for such time is provided to the Fire Chief not less than seven calendar days in advance.
- 3.1.c Union time off that does not affect minimum staffing and does not create an overtime situation, as provided in Directive 3.001, "Routine Vacation" shall not count toward the 144 hour aggregate of allowable time.

The Employer retains the right to restrict such leave when an emergency exists or such leave would create a danger to public safety.

Section 3.2 The Employer will grant an Employee, who is a Union representative, reasonable time off with pay for the purpose of attending monthly management meetings, provided such release does not result in the necessity to replace the Employee requesting time off with personnel in compensated status.

Section 3.3 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 thereafter forward such sum to the Union during the pay period specified by 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 any 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.

Section 3.4 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each station manned by Union firefighters to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

UNION SECURITY

ARTICLE 4

The Employer and the Union recognize the right of all Employees covered hereunder to become and remain members of the Union in good standing, and the Union accepts its responsibility to fairly represent all Employees in the bargaining unit, regardless of membership status.

PROMOTIONS AND VACANCIES

ARTICLE 5

Section 5.1 The following are the requirements to be eligible for promotions within the bargaining unit:

- 5.1.a To be eligible for promotion to Fire Lieutenant an individual must have completed one year as a Firefighter 5. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 60 credit hours from an accredited college towards an associates or bachelors degree.

- 5.1.b To be eligible for promotion to Fire Captain an individual must have completed one-year full time and currently hold the position of Fire Lieutenant with the Kirkland Fire Department. In addition, an individual shall have and maintain a valid EMT-D certification and shall have earned 90 credit hours from an accredited college towards an associates or bachelors degree.
- 5.1.c To be eligible for promotion to Battalion Chief an individual must have completed two years full time and currently hold the position of Fire Captain with the Kirkland Fire Department and shall have earned a minimum of an associates degree from an accredited College or University or have time in service and an equivalent combination of education and experience which provides the necessary skills, knowledge, and ability to successfully perform the duties of the position.
- 5.1.d To be eligible to take the promotional exams for Lieutenant, Captain and Battalion Chief an individual must meet the above requirements or reasonably be able to satisfy them prior to the expected expiration of the promotional register to be created from the exams. Individuals who pass a promotional exam prior to meeting the requirements for promotion shall have the word "ineligible" listed next to their name on the register until such time as they provide the Fire Chief documentation that they meet all the requirements.
- 5.1.e Candidates for promotional vacancies within the bargaining unit shall come from an adequately sized pool of eligible candidates from the bargaining unit. An "adequately sized pool" shall be defined as two candidates who meet the qualifications outlined in Sections 5.1.a., 5.1.b., 5.1.c. If an adequately sized pool does not exist, the Employer may adjust the educational requirements outlined in Sections 5.1.a., 5.1.b., 5.1.c. in order to create a pool from within the bargaining unit.-

Section 5.2 Promotional exams shall consist of the following:

- 5.2.a Lieutenant exams shall consist of a professionally prepared, Fire Lieutenant, written exam that will be weighted 40% of the final score. The other 60% shall be divided to include 30% for a tactical exercise and 15% each for two additional "assessment center" type exercises. The two additional exercises shall be selected by the Employer from the following list and shall be administered by a qualified consultant:
 - 5.2.a.(1) Prepare and present training class or other presentation.
 - 5.2.a.(2) Role play of potential situations.
 - 5.2.a.(3) Visual Resume.The minimum passing score for the tactical exercise is 70% and the overall composite score for the testing process shall be at least 70% to be placed on the promotional register.
- 5.2.b Fire Captain and Battalion Chief exams shall consist of an assessment center process provided by a qualified consultant. The assessment center score shall make up 100% of the final score. The minimum composite passing score will be 70%.
- 5.2.c After receiving a minimum composite score of 70%, at time of certification the candidate shall be awarded a ¼ point to his/her score for each complete year of service after 10 years with the Kirkland Fire Department. The ¼ point service credit is intended for the sole purpose of advancing the placement and consideration of the more senior candidates' position on the eligibility list and is not intended to limit the Fire Chief from considering a candidate's previous years of service and experience when exercising the discretions provided in section 5.3 (rule of three).
- 5.2.d Psychological testing or evaluation methods may be used in the selection process upon mutual agreement between the Union and the City.

- 5.2.e No Kirkland Fire Department Employee or Regional Fire Training Division Employee will grade or score the exam. However, nothing in this section shall be construed as to limit the Fire Chief or his designee's ability to evaluate or review the results of examinations or conduct interviews to make promotional decisions. In addition, this section shall not be construed as limiting any powers given to the appointing authority by Civil Service Rules and Regulations.
- 5.2.f Candidates not present at the appointed time for testing shall fail that portion of the test.
- 5.2.g After completion of the examination process, candidates shall receive their individual scores, once the civil service appeals process window has lapsed. However, until certified by the Civil Service Commission, those scores may be subject to change.

Section 5.3 Selection of candidates to be appointed to a promotional position within the bargaining unit shall be from a register created from the testing process. The City may select from the top three eligible names on the register to fill each vacancy. In the event a leading candidate is bypassed, the determining factors for the bypass will be provided, in writing, to the candidate. If less than three eligible names remain on a certified register at the time of appointment, the City shall have the authority to invalidate the register and complete another examination process.

Section 5.4 The Employer shall post notices at all stations sixty days prior to any promotional exam the position(s) to be filled and the date(s) of the exam. The Employer agrees to post a reading list for the exam(s), if any are available, as soon as it is received from the testing company.

Section 5.5 Promotional tests for Lieutenant and Captain shall be conducted on alternating years. Promotional lists duration for Battalion Chief shall be governed by applicable Civil Service Rules.

- 5.5.a The Fire Lieutenants test shall be conducted during the second week of May on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under Section 5.3.
- 5.5.b The Fire Captains test shall be conducted during the second week of November on alternating years. Once certified, the list shall be valid until a replacement list has been certified, unless invalidated under section 5.3.
- 5.5.c Alternative test dates may be scheduled if agreed upon by the Employer and the Union.

Section 5.6 When the Employer declares that a vacancy exists, every reasonable effort will be made to fill it as soon as possible. The Employer and the Union agree to follow current Kirkland Civil Service rules and regulations regarding provisional and temporary appointments.

Section 5.7 Advancement through the five Firefighter steps shall be governed by the following:

- Firefighter 1 Date of hire to 12 months of successful employment (probationary).
- Firefighter 2 Completion of 12 months continuous employment.
- Firefighter 3 Completion of 24 month's continuous employment, have and maintain EMT-D certification.
- Firefighter 4 Completion of 36 month's continuous employment, have and maintain EMT-D certification.
- Firefighter 5 Completion of 48 month's continuous employment, have and maintain EMT-D certification.

Section 5.8 In the unlikely event that an employee's WA State EMT-D certification is suspended or revoked, the City and the Union agree to meet and confer in effort to bargain the impacts on a case-by-case basis.

SAVINGS CLAUSE

ARTICLE 6

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.

LAYOFF AND RECALL

ARTICLE 7

Section 7.1 Layoff – In the event of a reduction in force, the Employee(s) with the least seniority shall be laid off first. Should the reduction in force necessitate any reduction in rank for remaining personnel, the last officer(s) promoted in the rank(s) affected shall be the first to be reduced. Reduction in rank will be based on time in grade (classification).

Section 7.2 Recall – In the event of a recall, the last Employee laid off shall be the first Employee recalled. No new Employee shall be hired until all laid off Employees have been given an opportunity to return to work. This obligation shall expire 36 months after such layoff, or after such time as the Employer is unable to contact the Employee being recalled on each of 21 consecutive calendar days, whichever occurs first. Recall to employment shall, at the discretion of the Employer, be subject to the recalled Employee successfully completing a physical examination. Such examination shall be scheduled by and at the expense of the Employer.

Section 7.3 The Employer shall give notice two weeks in advance to any Employee before layoff or shall pay all wages and benefits allowed in this contract for a two week period following notification. Upon passage of a physical examination, the Employer shall allow the recalled Employee to give two weeks notice to their current employer before reporting to duty. The Employee on layoff status shall keep the Employer notified of the address, telephone number, and hours at which he/she can be contacted. Prior to attempting to contact an Employee to be recalled, the Employer will notify the Union.

Section 7.4 Employees recalled from layoff status shall return to the classification they were in prior to layoff. (For purposes of seniority, all continuous service time immediately preceding the layoff will be considered). Any officers reduced in rank due to reduction in force shall be reinstated to the same position, without further testing, when the first vacancies exist.

MANAGEMENT RIGHTS

ARTICLE 8

It is recognized that, except as limited and controlled by the terms of this Agreement, the Employer shall retain the right and authority to operate and direct the affairs of the Employer. Employer shall operate and direct various aspects, including, but not limited to, the right to direct the working forces; to control the Fire Department budget; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted. The Employer shall assign and transfer Employees; determine whether goods and services should be made or purchased; recruit, hire, and promote Employees; relieve Employees due to lack of work or other legitimate reasons; demote, suspend, discipline, or discharge Employees for just cause; to make, modify, and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, facilities, or levels of service.

The Employer agrees that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by RCW Chapter 41.56.

RETENTION OF BENEFITS

ARTICLE 9

All uniformly administered rights, benefits, and privileges relating to wages, hours, and working conditions as defined by the Public Employment Relations Commission shall remain in full force during the term of the Agreement.

The Union agrees that a continuing duty to bargain exists regarding changes in wages, hours, and working conditions as defined within RCW 41.56.

GRIEVANCE HANDLING AND DISPUTE RESOLUTION PROCEDURE

ARTICLE 10

In order to address differences in interpretation, application, or violation of any specific terms of the provisions of this contract or an established practice involving wages, hours, and working conditions or to reach a mutual understanding of the intent of such or other dispute, the parties agree to meet and confer within ten days to create a resolve, prior to the filing of a grievance if necessary. The timelines for filing a grievance shall become effective at the completion of the meeting(s) between the parties.

Section 10.1 A "Grievance" shall be defined as a claim or dispute raised relating to the interpretation, application, or violation of any specific terms or application of the provisions of this contract. All such claims or disputes shall be processed according to the provisions as set forth herein.

Section 10.2 The Union shall have full access to the grievance procedure on behalf of itself and/or the employees it represents and may introduce a grievance at any step at or above the Deputy Chief. Employees filing a grievance agree to submit in writing a copy of all relevant facts involving the alleged grievance to the Union Executive Board prior to Step III. Upon receiving the written petition, a Union representative shall meet with the Employee and recommend a course of action. If the Employee or the Union wishes to pursue the grievance, either or both will proceed within the applicable timelines to the next appropriate step.

Section 10.3 An Employee filing a grievance that could be handled either through the contract or through a complaint filed with the Kirkland Civil Service Commission must select the method he/she wishes to pursue the complaint. Once this "election of remedies" has been chosen and the Employee, or the Union acting on the Employee's behalf, has instituted the first step in the chosen process, the outcome of that process shall be binding and the Employee or the Union shall not be allowed to pursue the other course. This section shall not apply if jurisdiction over the issue is denied by the Civil Service Commission and the definition of a grievance as specified in Section 10.1 is applicable.

Section 10.4 Step I. An Employee must present a grievance to the Employee's immediate supervisor within 30 calendar days of its alleged occurrence. The supervisor shall attempt to resolve the grievance within ten calendar days. In the event a grievance is brought regarding an action taken by other than the aggrieved Employee's immediate supervisor, the Employee may initiate the grievance process at the step at which the action giving rise to the grievance was taken.

Section 10.5 Step II. If the Employee and/or the Union are not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within ten calendar days to their Battalion Chief. The written grievance must state the issue, contractual Article, city/department policy or established practice and cite facts giving rise to the grievance, and remedy sought. The Battalion Chief shall attempt to resolve the grievance and provide a written response within ten calendar days.

Section 10.6 Step III. If the Employee and/or the Union is not satisfied with the solution by their Battalion Chief, the written grievance may be presented within ten calendar days to the Deputy Chief of Operations, who shall attempt to resolve it and provide a written response within ten calendar days.

Section 10.7 Step IV. If the Employee and/or the Union is not satisfied with the solution by the Deputy Chief of Operations, the written grievance may be presented within ten calendar days to the Fire Chief, who shall meet with the aggrieved employee and/or the Union in an attempt to resolve the grievance and shall provide a written response within ten calendar days.

Section 10.8 Step V. If the Employee and/or the Union is not satisfied with the solution, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager or his/her designee who shall attempt to resolve the grievance and provide a written response within ten calendar days.

Section 10.9 If the grievance is not resolved by the City Manager or his/her designee to the satisfaction of the Employee and/or the Union, the grievance may, within ten calendar days, be referred for arbitration, to an arbitrator from the following list of currently active arbitrators: Gary Axon, Mike Beck, Alan Krebs, Eric Lindauer, Howell L. Lankford; additional arbitrators may be added if mutually agreed upon by the City and the Union. The

arbitrator will be selected by allowing the City and the Union to alternately delete one name at a time from the list until only one name remains. The party to start the deletion process will be decided by coin flip. 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 his decision based on the interpretation and application of the provisions of this Agreement. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own representatives and witnesses; provided however, the Union does not thereby waive any rights provided under RCW 49.48.030. If either party desires a record of the proceedings, it shall solely bear the costs of producing such a record.

Section 10.10 Third Party Dispute Mediation

- 10.10.a Any grievance or work related dispute between two or more parties may be referred to voluntary third party mediation. With the mutual agreement of all the parties to the dispute, the City will provide access to mediation services through the King County Workplace Mediation or similar program.
- 10.10.b Voluntary mediation may be sought at any step in the grievance process provided that all parties to the grievance agree. When all parties have mutually agreed in writing to mediation, all grievance timeframes will be held in abeyance until the completion of the mediation process. Mediation shall be deemed "completed" when the mediator notifies the parties that no further mediation will take place. At the completion of the mediation process, all timeframes previously in effect will resume.

HOURS OF DUTY

ARTICLE 11

Section 11.1 Workweek:

- 11.1.a The workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing one Kelly shift off after every six scheduled shifts, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above; for the following year.

- 11.1.b
 - 11.1.b(1) Effective January 1, 2010 the workweek for bargaining unit line personnel shall be no more than 48.0 hours per week on an average annual basis. This shall be accomplished by providing two Kelly shifts off after every six scheduled sets, prescheduled on an annual basis; the first months Kelly shifts shall be selected beginning with the employee with the greatest seniority. Once established, any action or changes to shift seniority configuration shall require a new seniority based selection process as provided above.

For example:

A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B Set-2	B Set-2	C	C	A	A	B Set-3
B Set-3	C	C	A	A	B Set-4	B Set-4
C	C	A	A	B Set-5	B Set-5	C
C	A	A	B Set-6	B Set-6	C	C
A	A	B Kelly Shift	B Kelly Shift	C	C	A
A	B Set-1	B Set-1	C	C	A	A
B	B	C	C			

11.1.b(2)When a full “set” includes both December 24th and 25th the preceding shift shall share the holiday burden by “flip-flopping” 12/23 & 12/24

Example: December 22 23 24 25 26 27
 Scheduled C C A A B B
 Changed to C A C A B B
 [This adjustment is needed 3 out of every 8 years]

Section 11.2 The work schedule for bargaining unit line personnel shall be in 24-hour shifts. Employees normally shall work one 24-hour shift followed by 48 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

Effective January 1, 2010 the work schedule for bargaining unit line personnel shall be two consecutive 24-hour shifts (48 hour “set”). Employees normally shall work two 24-hour shifts followed by 96 hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the Employer and the Union.

The work shift will include one hour for lunch and one hour for dinner. Each on-duty Employee will remain available for an emergency call during these meals breaks.

Night drills, training, and inspections may be scheduled on a reasonably limited basis after 1800 hours to maintain operational skills in night fire suppression, prevention, and inter-departmental cooperation.

Section 11.3 The work schedule for bargaining unit personnel assigned to a 40-hour workweek shall be:

- 11.3.a 0800-1700 Monday through Friday, or
- 11.3.b Four consecutive ten hour days
- 11.3.c 40-hour personnel may have a flexible work week. Time shall be traded in straight time. For example, if an employee works one hour extra one day, they may work one hour less another day that week to total 40 hours for each week but no week can exceed 40 hours unless approval for overtime has been received. Employees shall notify their supervisor prior to use of flex time. Flex time is to be noted on payroll attendance record as it actually occurs.
- 11.3.d Alternative schedules, not exceeding forty hours per week with mutual agreement of the employer, employee(s), and Union.
- 11.3.e Regardless of workweek schedule, each employee will have one hour off for lunch.

Section 11.4 Refer to Article 30 relating to personnel assigned to Training. Refer to Article 31 relating to personnel assigned to Fire Prevention Bureau.

Section 11.5 The Union and the City shall continue to staff the North Finn Hill Fire Station 24 in accordance with the Memorandum of Understanding dated April 2005. The Parties may agree to resolve staffing of North Finn Hill on a long-term basis. The long-term solution for North Finn Hill staffing may include one of the following:

- 11.5.a 24-hour 3 platoon method
- 11.5.b 24-hour 4 platoon method
- 11.5.c 12-hour call back staffing
- 11.5.d 12-hour shift, 3 on 4 off

OVERTIME / COMPENSATORY TIME

ARTICLE 12

Section 12.1 Overtime shall be paid at the rate of one and one-half times the hourly rate of pay. For the purpose of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.1 multiplied by 52.18 (weeks). The final overtime rate of pay will be rounded to the nearest cent.

Section 12.2

- 12.2.a Overtime for 40-hour personnel shall be paid at the rate of one and one-half times their hourly rate of pay. For the purposes of calculating hourly overtime rate of pay the formula shall include monthly salary, premium pay (i.e. Hazardous Materials or other premium pays negotiated) and longevity. The hourly rate of pay will be determined by multiplying the Employee's monthly salary by 12 (months) and then dividing that figure by the work week figure from Section 11.3 multiplied by 52.18 (weeks) The final overtime rate of pay will be rounded to the nearest cent.
- 12.2.b 40-hour personnel working overtime during their normal duties are eligible for compensatory time in lieu of overtime. Compensatory time may not be earned if the employee is working overtime as defined

- in 12.2.e. Compensatory time shall accrue at one and one-half times the hours worked and shall be measured in fifteen minute increments or major fraction thereof.
- 12.2.c 40-hour personnel may bank up to 40 hours of compensatory time at any given point. If the 40 hour limit is exceeded, the additional hours above 40 will automatically be converted to overtime and paid out as soon as possible thereafter. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 20 hours of compensatory time from October 31st to November 1st. 40 hour personnel may convert up to 40 hours of banked compensatory time into cash for their November 8th pay check. The request for such a payout must be received no later than October 15th of each year. In the event no request is received, all banked compensatory time in excess of 20 hours will be converted into a cash payout in the November 8th check. All compensatory time off shall be used or converted into cash prior to rotation back onto the line. If rotation does not happen before November 8th, cash out should happen at the first reasonable pay check.
- 12.2.d 40 hour personnel are required to track their approved overtime and compensatory time on a tracking form provided by the City. The tracking form shall be turned into their supervisor with their payroll attendance record each pay period. The employee shall designate whether they wish to be compensated in overtime or compensatory time on the tracking form. If no designation is made, overtime will be paid out in the next appropriate pay period. These hours will be entered in the payroll system and will be separately recorded on their paychecks. When an employee chooses to use Compensatory Time, the time off will be approved by the supervisor in the same manner as vacation or other similar types of leave as per Directive 3.001.
- 12.2.e Bargaining unit employees assigned to a 40-hour workweek may elect to participate in filling overtime vacancies created by line personnel. A 40-hour employee electing to participate shall be compensated at a rate consistent to line personnel Section 12.1 for the overtime shift(s) worked.

Section 12.3 Employees shall be subject to call back from off duty in an emergency. An Employee called back to duty shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.4 Employees held over for an alarm past the termination of their regular shift will be paid overtime for those periods exceeding 15 minutes and thereafter for each 15-minute period or major fraction thereof.

Section 12.5 The City will use bargaining unit Employees for fill-in shifts when needed. Employees called to work such shifts shall be paid at the overtime rate of pay for two hours or for the actual number of hours worked, whichever is greater.

Section 12.6 Overtime will be paid for training required by the Employer if such training occurs outside regularly scheduled hours of duty. Voluntary training will not be subject to overtime pay.

Section 12.7 The Employer may utilize the Deputy Chief of Operations as the Duty Chief for short periods of fill-in while the on-duty Battalion Chief is unavailable or in the event of a need for additional command officers.

Section 12.8 Line personnel assigned as a Training Battalion Chief, Training Captain, or Fire Inspector position may be assigned to operation/line duties at an emergency scene and are eligible for call back shift work. Acceptance of call back that may affect their work schedule must be communicated to their supervisor.

SHIFT CHANGES AND ASSIGNMENTS

ARTICLE 13

Section 13.1 All employees covered by this Agreement shall receive written notice 30 calendar days in advance of inter-shift assignment and/or work schedule changes. This time limit may be waived at the discretion of the Fire Chief in the case of appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointment. This time limit may also be waived at other times if agreed to by the Employer and the Union.

Section 13.2 Inter-shift swaps shall be allowed on a position for position basis if direct notification is given to the on-duty Battalion Chief prior to the shift swap. For purposes of this section, "positions" shall be defined as: Battalion Chief, Company Officer, Driver, and Firefighter. Inter-shift swaps that are not position for position may be allowed under the following guidelines:

- 13.2.a The request is approved by the Battalion Chief prior to the trade.
- 13.2.b The swap does not result in any negative economic impact to the City of Kirkland.
- 13.2.c If a Firefighter/Acting Officer swaps with an Officer, the payback must occur on a day when there is an Acting Officer position available for the Officer to fill. The same shall hold true for Battalion Chiefs and Captains.
- 13.2.d Swaps that are not position for position and that have adequate coverage may be cancelled if less than 6 days notice was given and other leave requests reduce coverage.
- 13.2.e A bargaining unit member who agrees to an inter-shift swap 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 (if necessary) will be charged against that member. If the Employer must replace the individual on an overtime basis, an amount equal to one and one-half (1 1/2) times vacation and/or holiday time (if necessary) will be charged against that member. This penalty may be waived by the Fire Chief, or his designee, if the absence is caused by circumstances the Chief feels are grounds for waiver.
- 13.2.f Inter-shift swaps are not intended to be used to routinely modify an employee's regularly assigned shift. However, personnel may submit written request for approval by the Deputy Fire Chief for temporary modification of assignment due to special circumstances. It is the employee's responsibility to make up any mandatory training missed as a result of a shift swap.

Section 13.3 Kelly Day swaps will be allowed when:

- 13.3.a Approval is given by the Battalion Chief prior to the trade.
- 13.3.b The swap will not result in any economic impact to the City.

Section 13.4 The Employer has no obligation to ensure or facilitate the repayment of shift trades between employees.

Section 13.5 Special assignments shall not exceed thirty (30) days in any calendar year without negotiations and agreement of the impacts with the Union. Employees assigned to special assignments shall be given 30 days notice of such assignments unless a waiver of such notice is granted by the employee(s) assigned and the Union.

Section 13.6 Temporary assignments may be made to a 40-hour work schedule, once in a calendar year, per employee, for periods of up to 90 days only if the Employer and the Employee are in agreement. Notice of such assignments shall adhere to the provisions of Section 13.1.

SICK LEAVE

ARTICLE 14

Section 14.1 Under the terms of this collective bargaining agreement the employee is entitled to sick leave and/or other paid time off. The employer must allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for:

- 14.1.a Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position; or care for:
- 14.1.b A child of the employee with a "Health condition" that requires treatment or supervision, defined as:
 - 14.1.b.(1) Any medical condition requiring treatment or medication that the child cannot self administer; or
 - 14.1.b.(2) Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or
 - 14.1.b.(3) Any condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care; or
 - 14.1.b.(4) Any condition rendering the child "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
- 14.1.c Any other "immediate family" member, as defined in Article 1 of the employee who is incapable of self-care, has a serious health condition or emergency condition, defined as:
 - 14.1.c.(1) Any "Serious health condition" which means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or that involves continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities).
 - 14.1.c.(2) Any individual "Incapable of self-care" which means that the individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning,

shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

14.1.c.(3) Any "Emergency condition" means a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health demanding immediate action, and is typically very short term in nature.

Others not listed may qualify for the use of sick leave with the direct written approval of the Fire Chief and such approval shall not be unreasonably withheld.

Section 14.2 This section applies to members of the bargaining unit covered under the LEOFF I Retirement System.

- 14.2.a Employees absent due to injury or illness shall be covered by LEOFF I pension which shall be administered by the City of Kirkland Disability Board.
- 14.2.b LEOFF I personnel may use up to five shifts (120 hours) annually, for the purposes provided in subsection 14.1.b and 14.1.c.
- 14.2.c Dependent Leave: Personnel will be granted an additional 48 hours of sick leave per occurrence for the birthing process, receiving of an adopted child, or foster care placement.

Section 14.3 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System on shift.

- 14.3.a Upon appointment as Firefighter I, shift personnel shall have 288 hours of paid sick leave credited to him/her. If an Employee terminates during the first year of employment, any paid sick leave hours used in excess of the prorated amount of 24 hours per month shall be deducted from the Employee's final paycheck.
- 14.3.b Employee's sick leave with pay shall accrue at the rate of 24 hours per month beginning with the 13th month.
- 14.3.c Sick leave shall be cumulative to a maximum of 1440 hours.
- 14.3.d Any employee changing from 24-hour shift to 40-hour workweek shall use the following sick leave conversion formula:

$$\frac{\text{Employee 24-hour bank} \times 960}{1440}$$

14.3.e Dependent Leave: 48 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child; or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section.

Section 14.4 This section applies to members of the bargaining unit covered under the LEOFF II Retirement System day (40-hour schedule) personnel.

- 14.4.a Employee with less than five years of employment shall accrue sick leave at a rate of 16 hours per month.
- 14.4.b Employees with more than five years of employment shall accrue sick leave at a rate of the daily work schedule per month. (i.e. 8-hour daily work schedule shall earn 8 hours per month, 9 hours work schedule earn 9 hours per month, etc.)
- 14.4.c Sick leave shall be cumulative to a maximum of 960 hours

14.4.d Any employee changing from 40-hour workweek to 24-hour shift shall use the following sick leave conversion formula:

$$\frac{\text{Employee 40-hour bank} \times 1440}{960}$$

14.4.e Dependent Leave: 40 hours of sick leave may be used per occurrence for the birthing process, the receiving of an adopted child, or foster care placement. If an Employee must leave while on duty, the hours absent will not be counted against the leave allowed in this section

Section 14.5 This section shall apply to all members of the Bargaining Unit covered under the LEOFF II

Retirement System

14.5.a Conversion of Sick Leave Cashout to Retiree Medical Account

Upon normal or disability retirement from the City, the employer shall make contributions into the WSCFF Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union in an amount equal to fifty percent of his/her maximum allowable shift rate sick leave. Sick leave cashout shall be converted at a rate of fifty cents (\$0.50) on the dollar, of the employee's regular rate of pay (sick leave hours x regular rate of pay x \$0.50) and shall not exceed Ten Thousand Dollars (\$10,000) in 2008, and Ten Thousand and Five Hundred Dollars (\$10,500) in 2009 and 2010. The trust fund is 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 health insurance premiums or health service expenses.

14.5.b. Certification of illness or disability by a physician may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form ([LEOFF II- Return to Duty Form, w\FIRE\DISABIL\9-17-98\LP.mjd](#)) provided by the Employer and signed by a physician stating that the Employee has been sick or injured and is now able to return to work and perform the required duties.

Section 14.6 Well Child Leave

14.6.a Well Child Sick Leave may be used for the care of a newborn or adopted child or foster care placement, notwithstanding dependent leave as defined above. An employee requesting to use Sick Leave to care for a well child after birth, adoption, or foster care placement shall comply with the following rules:

1. The employee must take the leave within one year of the birth, adoption, or placement of the child.
2. Employees will not be eligible for intermittent usage of Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement.
3. An employee can request up to 12 weeks of leave.
4. In order to use sick leave as noted in this section, an employee must maintain a minimum sick leave bank equal to 18 months of their accrual rate.

14.6.b The following types of leave may be used during the period of time the employee is on Well Child Sick Leave to care for a well child after birth, adoption, or foster care placement:

1. An employee must first use accrued vacation or holiday leave for up to three weeks of the Well child Leave requested.

2. At the completion of up to three weeks of Vacation Leave, an employee may use an equal amount of accrued sick leave.
3. At the completion of the three weeks of accrued sick leave, an employee may use vacation, holiday, or leave without pay for the remainder of the maximum 12 week period.

Section 14.7 Certification of Sick Leave for an “Immediate family” member (as defined in Article 1): The Fire Chief may require an Employee to certify in writing the circumstances requiring the use of Sick Leave for an “Immediate family” member.

FAMILY MEDICAL LEAVE (FMLA)

ARTICLE 15

Section 15.1 Family Medical Leave shall be governed by Article 15, the provisions of the Family Medical Leave Act of 1993 and applicable state laws:

- 15.1.a Initiation of Family Medical Leave shall be at the request of the employee and/or any time the Employer has reasonable knowledge of a qualifying event. Each time the Employer determines a potential qualifying event exists, the Employer shall notify the employee, in writing, of potential qualifying event, initiation of leave and include an informational fact sheet of statutory provisions.
- 15.1.b Certification of illness or disability of the employee by a health care provider may be required for such leaves of three shifts or more for shift personnel and for one calendar week or more for day personnel, and may be required for shorter periods upon request by the Fire Chief. Certification shall be on a form (LEOFF II- Return to Duty Form, w\FIRE\DISABIL\9-17-98\LP.mjd) provided by the Employer and signed by a health care provider stating that the Employee has been sick or injured and is now able to return to work and perform his/her required duties.
- 15.1.c In the event Family Medical Leave is initiated for an “Immediate family” member (as defined in Article 1) the Fire Chief may require an Employee to certify in writing the circumstances requiring the use of leave.

Section 15.2 Dependent leave for personnel shall be governed and prescribed by Articles 14.2.c, 14.3.e, and 14.4.e; which may be used per occurrence for the birthing process or in the receiving of an adopted child.

BEREAVEMENT LEAVE

ARTICLE 16

Section 16.1 At the request of the Employee, leave due to death in the immediate family shall be granted by the Employer. Such leave shall not exceed two shifts for any one incident. Employees notified of a death while on duty shall be immediately excused from work for the shift. Such time shall not be counted as one of the two shifts off. Any time beyond this amount required because of travel or extenuating circumstances or time requested for a

person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave. Members of the immediate family are defined in Article 1.

Section 16.2 Employees that work a forty-hour workweek, bereavement leave shall be granted to an employee in an amount not to exceed five days per year for death in the employee's immediate family. This paid leave is not cumulative from year to year. Any time beyond this amount required because of travel or extenuating circumstances for time requested, or a person other than specified may be granted with the approval of the Fire Chief or his/her designee, with this time being deducted from the employee's accumulated sick leave.

COURT AND JURY LEAVE

ARTICLE 17

Section 17.1 Employees called to jury duty for Superior or District Court shall be granted leave for those hours the court requires them. Unless otherwise required by the court, Employees will work their normal shifts on Fridays, Saturdays, and Sundays. Employees shall also report for their assigned duties on other days when released by the court prior to 1000 hours, but shall be released from job duties at 2100 if they are scheduled for jury duty the following day.

Section 17.2 Employees on jury duty leave will receive full pay. Jury duty pay received by the Employee, while acting as a juror on their regularly scheduled duty day, shall be turned over to the City.

Section 17.3 An Employee required by Subpoena or City Directive to appear before a Court as a defendant or witness as a result of an incident that occurred during the performance of the Employee's official City duties will be excused from duty with pay for those hours the Court requires them. If the Employee is called while off duty to appear, the Employee will be paid at the overtime rate of pay. Overtime hours shall be limited to travel time from the Employee's Fire Station to the Court, the actual time the Employee is required by the Court and travel time back to the Fire Station. If overtime is submitted to the City, any fee or reimbursement received by an Employee from the Court shall be turned over to the City.

Section 17.4 Employees shall notify the Employer in writing, with documentation, within 72 hours of being called for any duty described in this Article.

Section 17.5 All Employees on the 40-hour work week shall be granted court or jury duty leave as provided in the City of Kirkland Personnel Ordinance.

L.E.O.F.F. II

ARTICLE 18

Section 18.1 The sections of this Article shall apply to those Employees under the LEOFF II Retirement System.

Section 18.2 Accumulated leave may be used to supplement on-duty disability payments received from the Department of Labor and Industries as set forth in RCW 41.04. Firefighters receiving disability payments through Workers' Compensation will receive their normal rate of pay. All Worker's Compensation checks shall be turned over to the City until all accrued leave has been exhausted. Once accrued leave has been exhausted, the employee's obligation to turn Worker's Compensation checks over to the City shall cease and the City's' obligation of salary to the employee shall be discontinued until the employee is released by the treating physician fit for duty.

Section 18.3 The City shall make a monthly payment to the Washington State Council of Firefighter's Employee Benefit Trust (MERP), or other IRS qualifying program designated by the Union, in an amount equal to \$75 per employee covered by this agreement. This Trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. These payments shall be included as salary for purpose of calculating retirement benefits consistent with the Washington State Department of Retirement System rules and the Internal Revenue Code.

LIGHT DUTY

ARTICLE 19

Section 19.1 When an Employee is unable to perform regular duties due to job related injury or illness, and the Employee is receiving the Employer supplement as outlined in RCW 41.04.520, the Employee may be required to perform light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.2 When an Employee is unable to perform regular duties due to non job-related injury or illness and appropriate alternative work, as defined by the Fire Chief, is available, the Employee may request assignment to light duty tasks within the Fire Department, subject to the approval of the treating physician.

Section 19.3 The Employer and the Employee shall confer and agree to an alternative schedule. The limit of time an Employee may be assigned to light duty due to injuries covered in this Article shall be determined by applicable statutes or at the discretion of the Fire Chief, whichever is longer.

Section 19.4 LEOFF I employees are not eligible for light duty assignments in accordance with the RCW.

HEALTH , WELLNESS AND SAFETY

ARTICLE 20

Section 20.1 Joint Health and Wellness Committee

20.1.a The City and the Union recognize the vital need of health and safety within the Fire Department. For this reason the City and the Union acknowledge and agree to meet or exceed current Safety Standards for Firefighters including infectious disease control and operational practices such as safe staffing levels and best practices for fire fighter safety. Further, the City and Union agree to meet and confer

for the purposes of bargaining any health and safety policy or practice requiring immediate implementation (such as, but not limited to HIV, Hepatitis, MRSA, or company staffing or safe practice).

20.1.b Beginning May 2008, the City and Union agree to establish a Joint Health and Wellness Committee (JHWC) that shall comprise of the Fire Chief and his designee, two representatives from the Union Executive Board and one certified peer fitness trainer jointly appointed by Labor and Management. The JHWC shall act proactively anticipating and responding to workplace hazards and shall have the responsibility to recommend changes to the collective bargaining agreement and/or operational changes for immediate implementation regarding items concerning health, wellness, and safety. Generally, the JHWC shall refer to recognized health and safety standards and best practices when recommending changes to the Labor agreement or operational policies and procedures. Widely recognized agencies for health and wellness shall be used to develop recommendations and shall include but not necessarily be limited to:

- CDC- Center for Disease Control
- IAFC- International Association of Fire Chiefs
- IAFF- International Association of Fire Fighters
- NIOSH- National Institute of Occupational Safety and Health
- USFA- United States Fire Administration
- DHS- Department of Homeland Security
- NFPA- National Fire Protection Association

Section 20.2 Occupational Exposures

20.2.a The parties recognize that infectious disease exposures to employees are a threat to the public welfare and safety. It is the goal to maximize the protection against infectious diseases for all uniformed members while providing fire, rescue, and emergency medical services to the public without regard to known or suspected diagnoses of communicable disease in any patient or victim.

The City and Union agree to recognize blood-borne and air-borne pathogens including viral and bacterial illnesses and infections (such as, but not limited to HIV, Hepatitis, TB, SARS, Influenza, and MRSA) as duty-related occupational exposures for the purpose of; providing immunizations; determining antibodies and resistance; recognizing and documenting these illnesses as occupational exposures, and agree to advocate such designation to the Department of Labor and Industries.

20.2.b In the case of a member who is occupationally exposed the City will provide for the cost of post exposure monitoring. Test results will be provided to each individual for their follow up care or treatment if necessary. Necessary records will be provided to Labor and Industry for their disposition of the case. A copy of this record will be maintained in a secured medical file in Human Resources.

20.2.c An employee, who dies from occupational exposure or from complications thereof, will receive all benefits afforded from a work-related injury or illness, within the control and authority of the City.

Section 20.3

20.3.a The City and Union agree to develop a wellness fitness initiative and be partners in pursuing funding through the budget process. The Joint Health and Wellness Committee (20.1) shall establish a department wellness fitness program that is educational and rehabilitative, and non punitive. Furthermore, it shall use the components and resources of the IAFF/IAFC Joint Labor Management Wellness/Fitness Initiative as a guideline and closely follows or meets the intent of the initiative. The program shall include:

- Candidate Physical Ability Testing (CPAT)
- Confidential Wellness Medical Physicals
- Daily Physical Fitness Program, including certified peer fitness training
- Rehabilitation and Behavioral Health as needed
- Annual Fitness Evaluation, conducted by certified peer fitness trainers

The Department wellness fitness program will be submitted in the budget process in order to seek funding to implement other aspects of the program which have a cost element.

20.3.b Pending budget approval, during the term of the Agreement, the City agrees to initiate the comprehensive wellness and medical program as provided by Washington Institute of Sports Medicine and Health. This program shall be exclusively confidential between the program administrator and the Employee, and shall include:

- Wellness Medical Physical Exam
- Individual Action Plan for overall improved Health
- Early Health Risk Identification
- Early Disease Detection
- Early intervention and Remediation

Unless otherwise recommended by Washington Institute of Sports Medicine and Health, participation shall be mandatory for all LEOFF employees in at least one wellness and medical assessment during the term of the Agreement in order to establish a “base-line” for individual and group recommendations.

Section 20.4 Respiratory Protection Policy

20.4.a This Article shall meet the statutory requirements provided under WAC 296-842 (medical evaluations) and shall be governed by the Joint Health and Wellness Committee (20.1) as provided above. The Joint Health and Wellness Committee (JHWC) shall recommend, to the Fire Chief, a licensed health care professional (LHCP) to implement and regularly administer the department’s respiratory protection program.

20.4.b All bargaining unit employees may be required to wear respiratory protection while performing their duties and, as such, shall be subject to annual medical evaluations as provided by the licensed health care professional. The employer shall provide medical evaluations for employees at no cost.

20.4.c Any specific medical findings shall be exclusively confidential between the licensed health care provider and the Employee. The licensed health care provider shall advise the Employer whether the employee is fit for duty or not fit for duty. The parties shall provide all confidentiality protections provided under the HIPAA 1996 statute.

20.4.d Subsequent medical evaluations may be required if medical signs and symptoms (such as breathing difficulties, extreme fatigue) are observed in the workplace or reported by the employee. Recommendations for re-evaluations shall be made immediately to the on-duty Battalion Chief. Any employee recommended for re-evaluation shall be immediately relieved from duty and shall remain on paid Sick Leave. The Battalion Chief shall provide a written statement and all documented finding to the Joint health and Wellness Committee (JHWC) for their review of the situation.

Section 20.5 The Union shall appoint one representative to be added as a regular member on the Fire Department Safety Committee established by Department Policy 5.101.

Section 20.6 Safe Staffing and Practices for fire ground safety: The JHWC will develop safe fire ground practices which will ensure the safe operations of personnel in fire's hazardous environment. When funding and/or resources are needed to meet safe staffing practices, the JHWC shall develop budget recommendations for the Fire Chief, which may be included in a service package request, during the City's budget process, if an immediate need exists, the city manager will be notified by the Fire Chief. The City Council has ultimate approving authority on all budget requests.

SALARIES

ARTICLE 21

Section 21.1 There will be a \$150.00 pay difference between each of the Firefighter steps starting at Firefighter 5 and working back to Firefighter 1.

Section 21.2 Upon promotion to Fire Lieutenant an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Lieutenant A pay grade shall be 110% of Base Pay. Upon completion of the probationary period Fire Lieutenant B pay grade shall be 115% of Base Pay.

Section 21.3 Upon promotion to Fire Captain an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Fire Captain A pay grade shall be 118% of Base Pay. Upon completion of the probationary period Fire Captain B pay grade shall be 125% of Base Pay.

Section 21.4 Upon promotion to Battalion Chief an Employee shall be on probation as provided by Civil Service rules and regulations. During this probationary period the Battalion Chief A pay grade shall be 131% of Base Pay. Upon completion of the probationary period Battalion Chief B pay grade shall be 136% of Base Pay. The Battalion Chief A pay grade will also be increased by an additional 1% effective January 1, 2009 (132%) and again January 1, 2010 (133%). The Battalion Chief B pay grade will also be increased respectively by an additional 2% effective January 1, 2009 (138%) and again January 1, 2010 (140%).

Section 21.5

- 21.5.a A Firefighter who is assigned the duties of Fire Lieutenant for a minimum of six hours per 24-hour shift shall be paid the Fire Lieutenant A pay grade for the actual hours worked as a Fire Lieutenant.
- 21.5.b A Fire Captain who is assigned the duties of a Battalion Chief for a minimum of six hours per 24-hour shift shall be paid the Battalion Chief A pay grade or the actual hours worked as a Battalion Chief.

Section 21.6

- 21.6.a Effective January 1, 2008 monthly Base Pay shall be equal to the year-end 2007 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2006 to June 2007 which equates to 3.31%. On January 1, 2008, 1.50% market adjustment to the Base Pay will be added to the 2007 monthly Base Pay.
- 21.6.b Effective January 1, 2009, monthly Base Pay shall be equal to the year-end 2008 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2007 to June 2008. On January 1, 2009, a 1.50% market adjustment to the Base Pay will be added to the 2008 monthly Base Pay.
- 21.6.c Effective January 1, 2010, monthly Base Pay shall be equal to the year end 2009 monthly Base Pay plus 100% of the Seattle/Tacoma/Bremerton CPI-W percentage change from June 2008 to June 2009. On January 1, 2010, a 0.50% market adjustment to the Base Pay will be added to the 2009 monthly Base Pay.

Section 21.7 An additional two percent of Base Pay shall be awarded as compensation for Employees who are members of the Hazardous Materials Team. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees shall be members of the Hazardous Materials Team. Employees shall be appointed to the team from a pool of eligible applicants from the bargaining unit. Management retains the right to reserve one position on the team for a non-bargaining unit Department representative.

Section 21.8 An additional two percent of Base Pay shall be awarded as compensation for Employees who are assigned as SCBA Specialist. Payments will be rounded to the nearest whole dollar. Management retains the right to determine how many and which specific Employees are assigned as SCBA Specialist.

Section 21.9 An additional six-percent of Base Pay shall be awarded as compensation for the Battalion Chief and the Company Officer assigned to the Training Division.

Section 21.10 Longevity

Employees shall be awarded longevity compensation according to the following table:

5 - 9 completed years of service	2% of Base Pay
10-11 completed years of service	3% of Base Pay
12-15 completed years of service	4% of Base Pay
16-19 completed years of service	5% of Base Pay
20-24 completed years of service	6% of Base Pay
25-29 completed years of service	7% of Base Pay
30+ completed years of service	10% of Base Pay

Section 21.11 Line personnel assigned to a Fire Inspector position will be awarded an additional 6% of Base pay as defined in Article 1.8.

Section 21.12 Deputy Fire Marshal will be assigned pay at an equivalent to Fire Fighter 4. Upon completion of Fire Fighter 1 certification, (s)he will be assigned pay at an equivalent to Fire Fighter 5.

Section 21.13 Fire Investigation Team members Standby

Off-duty standby assignments shall be for a fixed, predetermined period of time. Employees formally placed on off-duty standby status by the Fire Chief or Deputy Fire Chief shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off-duty standby premium shall cease at that time. Thereafter, normal overtime rules apply. Standby time at the 10% rate shall be that defined period of off-duty time during which an employee is required by the Department to remain on pager communications or at home in a state of readiness to respond to duty. During training periods, carrying of pager will not be an assigned standby time.

VACATION**ARTICLE 22**

Section 22.1 Bargaining unit Employees working the 24-hour shift shall accrue vacation at the following rates:

<u>YEARS OF EMPLOYMENT</u>	<u>MONTHLY ACCRUAL HOURS</u>	<u>ANNUAL VACATION HOURS</u>
1st - 2nd year of employment	10	120
3rd - 5th year of employment	12	144
6th - 9th year of employment	15	180
10th - 13th year of employment	19	228
14th - 17th year of employment	20.5	246
18th - 21st year of employment	22.5	270
22nd - 24th year of employment	23.5	282
25th year or more of employment	24	288

Section 22.2 Bargaining unit Employees working the 40-hour workweek shall accrue vacation at the following rates:

<u>YEARS OF EMPLOYMENT</u>	<u>MONTHLY ACCRUAL HOURS</u>	<u>ANNUAL VACATION HOURS</u>
1st - 2nd year of employment	10	120
3rd - 4th year of employment	10.33	124
5th - 7th year of employment	12	144
8th - 10th year of employment	12.66	152
11th - 13th year of employment	13.33	160
14th - 16th year of employment	14.66	176
17th - 19th year of employment	16	192
20th - 24th year of employment	17.33	208
25th year or more of employment	17.66	212

Section 22.3 Bargaining unit Employees shall accrue vacation leave monthly as outlined above. An Employee shall be eligible to utilize accrued vacation upon successful completion of six months of continuous service. Employees must receive prior approval for all vacation leave.

Section 22.4 Vacation and Holiday time for 24-hour shift personnel shall not be scheduled for less than six hours.

Section 22.5 Employees shall not be allowed to carry over more than 300 hours of vacation leave from December 31st to January 1st of the following year unless specifically authorized by the Fire Chief. Any vacation leave accrued beyond 300 hours on December 31st, will be deducted from the employee's accrued vacation bank. Deducted hours shall be reinstated after a written explanation is submitted to the Fire Chief on or before February

28th, including any reason for exceeding the limit and a plan detailing when the employee shall utilize the available leave down to an allowable level. Upon termination of employment, no payment for vacation accumulation shall exceed two times the terminated Employee's annual vacation accrual.

Section 22.6 Upon transfer from 24-hour shift to day shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by eight tenths (.8). Upon transfer from day shift to the 24-hour shift an Employee's vacation time shall be converted by multiplying the vacation accumulation by one and twenty-five hundredths (1.25). If an employee is transferred to day shift for a period of four (4) months or less and does not use any accrued vacation leave while on day shift, no conversion shall take place.

Section 22.7 Employees may use vacation leave on an emergency basis to attend to family matters of an emergent nature. The leave will be deducted from an employee's vacation leave account, or holiday account if necessary. If the Employer must replace the Employee utilizing emergency leave with personnel on overtime, the amount deducted from their leave account will be at one and one-half times the hours used.

HOLIDAYS

ARTICLE 23

Section 23.1 All Employees on the 24-hour shift shall receive 120 hours off in lieu of Holidays. Holiday time will be credited to the employee on 1/1 of each calendar year. Employees hired after 1/1 shall accrue Holiday time on a prorated monthly basis. Unless specifically waived in writing by the Fire Chief, no Employee may carry over more than 24 hours from December 31st to January 1st of the following year. Those holiday hours exceeding 24 hours shall automatically be converted at the employee's regular rate of pay during the next payroll period.

Section 23.2 All Employees on the 40-hour workweek shall observe Holidays as provided in the City of Kirkland's Personnel Ordinance. The City Holiday Schedule is as follows:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1 st
M.L. King, Jr. Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving Day	4 th Friday of November
Half-day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25 th
Half-day New Year's Eve	Last regular work day before New Year's Day
One Floating Holiday	Employee's choice
Community Service Day	Employee's choice

Note: Any regular Holiday which falls on a Saturday shall be observed on the preceding Friday. Any regular holiday which falls on a Sunday shall be observed on the following Monday.

Employees covered under Section 23.1 and 23.2 shall receive respectively 10 hours and 8 hours of Community Service Day Leave. 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.

Section 23.3 Employees covered under Section 23.1 may, at their request, receive cash compensation in lieu of holiday hours off. Requests for cash compensation shall be submitted prior to May 31st and November 15th of each year and will be included in their June 23rd and December 8th paychecks. Such request shall be in written form, specify the number of hours being converted (not to exceed 60 hours each request), and once received by administration, shall be non-revocable. Such compensation shall be at the Employee's regular hourly rate.

Section 23.4 Time off shall be scheduled consistent with the guidelines provided in Directive 3.001.

Section 23.5 Bargaining unit members who change work shifts and come under the City Personnel Ordinance for holidays shall have any unearned holiday time removed from their vacation account. Any earned but unused holiday time will be compensated for at the time of transfer. Employees using unearned holiday time prior to termination shall have a like amount deducted from their final paycheck. Accrued holiday time will be prorated at 10 hours per month when going from twenty-four (24) hour shift to forty (40) hour workweek.

MEDICAL AND DENTAL COVERAGE

ARTICLE 24

Section 24.1 The Employer shall continue to make available to non-retired employees and their eligible dependents group health and hospitalization insurance coverage and dental benefits. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance as provided by the following insurance plans which predated this Agreement: AWC Regence Blue Shield—Washington Physician Service Plan A at policy levels set January 1, 2008. The 2008 prescription co-pay level is -\$4/\$15 Group Health Cooperative Co-pay Plan 1, and Washington Dental Service Plan F. Group Health coverage will include additional service co-payments: outpatient/office - \$5.00, Prescription Drugs - \$5.00, and Emergency Room - \$50.00.

For subsequent years of the Agreement, the Employer will provide either the Plan offerings of AWC Regence Plan A and Group Health Plan 1 and Dental programs as identified in the preceding paragraph or, alternatively, such other substantially similar plans as may be negotiated under the provisions of this Article.

Section 24.2 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 90% of the

monthly medical premium for their dependents based on the WPS (or replacement) medical rates in effect during the term of this agreement. Any employee with a spouse, child or qualifying dependent participating in WPS shall contribute 10% of the dependent medical premium plus an additional \$25 per month. The employee's portion of medical premium costs (if any) will be deducted from the employee's paychecks.

Section 24.3 The City will provide AWC Regence Blue Shield–Washington Physician Service Plan A, Group Health Cooperative Copay 1, Washington Dental Service Plan F, and service plans at the current benefit levels and premium co-payment levels through the life of this contract.

Section 24.4 The Employer will provide vision coverage under the City policy for Employees and their eligible dependents.

Section 24.5 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.

Section 24.6 The Union agrees that the City has the right to reopen Article 24 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.

Section 24.7 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.

EDUCATION

ARTICLE 25

Section 25.1 The Employer agrees to reimburse Employees for the cost of tuition or registration for approved courses, provided, those courses are taken while the Employee is employed by the City and that the Employee completes the course and maintains a 2.5 grade point average. Reimbursement is limited to State tuition if courses are taken at private colleges or universities.

Section 25.2 Employees shall supply Human Resources, documentation of their intent to attend college courses during the next academic year, including the number of credits they expect to accrue and the projected cost of those credits by June 15th of each calendar year.

Section 25.3 Employees shall be granted time off with pay for the purpose of attending approved educational courses providing that adequate manpower is available. Once time off has been approved, Employees shall be given at least six hours notice if the approved time off is being revoked.

Section 25.4 Approved classes, for the purposes of this Article, shall mean those classes directly related toward achieving credits for a job-related AA, BA, or Masters Degree from an accredited institution.

Section 25.5 With approval, the Employer agrees to reimburse Employees for the cost of preparatory courses, materials and certification testing for ICC Fire Inspector 1, provided the certification is taken while the Employee is employed by the City of Kirkland and that the Employee completes the testing and obtains the certification.

MUNICIPAL EMPLOYEES BENEFIT TRUST

ARTICLE 26

Effective January 1, 1987, fire department Employees will become members of the Kirkland Municipal Employees Benefit Trust Fund. The initial sign-up for the individuals electing to participate will occur in December 1986 or earlier. Continuing participation in the Fund will be in accordance with the MEBT by-laws and will not be contingent upon future negotiations.

TOBACCO FREE WORK ENVIRONMENT

ARTICLE 27

The City of Kirkland shall provide a Tobacco Free environment for employees of the bargaining unit. Employees in the Bargaining Unit shall not use any tobacco products inside any City of Kirkland facility or on any Fire Department vehicle.

SUBSTANCE ABUSE POLICY

ARTICLE 28

The Employer and the Union agree to abide by the Substance Abuse Policy as signed, agreed and amended as required by the parties on August 23, 2000 or as modified by mutual agreement.

PHYSICAL FITNESS POLICY

ARTICLE 29

The Employer and the Union agree to abide by the Physical Fitness Policy outlined in Kirkland Fire Department Directive 3.016 dated December 6, 2007, or as modified and agreed upon by the Employer and the Union.

TRAINING

ARTICLE 30

Section 30.1 Assignment to the Training Division shall be made by the Fire Chief or his designee from an individual who holds the rank of Battalion Chief and from an individual who holds the rank of Captain, who's not on probation.

Section 30.2 The Chief may assign a Captain and a Battalion Chief to the Training Division on a rotating basis for periods of six months to twenty-four months. In general, it is the intent to rotate the individual through the position at approximately twenty-four month intervals. The time frames may be waived if the Employee and the Fire Chief agree.

Section 30.3 It is the intent that appointments to the Training Division will come first from those who volunteer for the position. After the completion of a 24 month rotation, the incumbent has the option of volunteering for up to an additional 24 months. The rotation shall be filled by the Captain or Battalion Chief who volunteers, that has the most time in grade and has not previously filled the position. If that does not occur, the volunteer with the most time in grade shall fill the position. While assigned to the Training Division, all benefits, seniority, and time in grade considerations will still apply.

30.3.a In the event there are no volunteers, the Fire Chief shall select a Captain or Battalion Chief with the least time in grade who has not previously been assigned at their current rank. If all Captains or Battalion Chiefs have fulfilled a previous assignment, the Fire Chief shall select the individual who has had the most time since completion of the previous assignment at their current rank.

30.3.b In the event of an assignment, if a volunteer comes forward prior to the completion of the 24 months, the volunteer shall be allowed to fill the position as long as the assigned has served at least six months and agrees.

Section 30.4 The Captain or Battalion Chief assigned to the Training Division may, at the Fire Chief's discretion, be used to fill in for Company Officers when the Officer is assigned to a training function such as Recruit Academy or special training projects.

Section 30.5 Bargaining unit Employees assigned to the Training Division shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union. The Employer may change the workweek to a five-day schedule if the Training Division is down to one person for a period expected to exceed one month or if the Employee is assigned to a Recruit Academy.

Section 30.6 Employees assigned, as an instructor at a Recruitment Academy, shall provide a timesheet for all hours worked. Those hours, which exceed a 40-hour workweek, shall be paid in compliance with Article 12.1.

Section 30.7 The City will make every effort to announce any new appointments prior to the selection of annual vacation. In the event a rotation must occur after annual vacation picks, employees who are returning to a 24 hour shift will be allowed to select annual vacation irrespective of time off availability. These employees will have up to thirty days to provide their supervisor with their selections.

FIRE PREVENTION BUREAU

ARTICLE 31

Section 31.1 Fire Inspector's typical assignment of line personnel is 36 months. Alternative assignments of line personnel may be for a period of 24 to 36 months. The alternative length of assignment is to be agreed upon by the City, Affected employee and Local 2545. Assignment shall be made, if possible on a staggered basis. This section shall not affect the Deputy Fire Marshal.

- 31.1.a To be eligible for assignment to Fire Inspector an individual must be a Kirkland Firefighter Level 4 or greater, or Kirkland Fire Lieutenant and possess the ability to obtain and maintain an ICC Fire Inspector 1 Certificate. Candidate must annually complete the mandated RFTD training.
- 31.1.b Selection process for Fire Inspector will consist of an adequate sized pool of a minimum of two (2) eligible candidates will participate in the testing process.
- 31.1.c A combination assessment center and written open book examination weighted as percentages of the total score as follows:
 - 31.1.c.(1) written examination 30%
 - 31.1.c.(2) oral interview 30%
 - 31.1.c.(3) customer dispute resolution 30%
 - 31.1.c.(4) plan review 10%
 - 31.1.c.(5) assessment center evaluators will not be employees of the City of Kirkland or the Regional Fire Training Division
 - 31.1.c.(6) notification of the examination will be per Section 5.4
- 31.1.d If no adequate sized pool of candidates exists for the position of Fire Inspector, the following will occur:
 - 31.1.d.(1) The position will open to Firefighter 3,
 - 31.1.d.(2) The incumbent Fire Inspector will be offered an extension for a period of 12 to 36 months with
 - 31.1.d.(3) An applicant meeting the minimum qualification, who volunteers may be assigned to the position.
 - 31.1.d.(4) The appointment of a firefighter meeting minimum qualifications based on least seniority for a period of 24 months may be assigned to the position.
 - 31.1.d.(5) The examination/selection process would be waived for step (2), (3), and (4).

Section 31.2 In the event a Fire Lieutenant is assigned to the Fire Inspector position, a firefighter from the current Fire Lieutenant Eligibility Register may be assigned to fill the temporarily vacant line position, as a temporary assignment to Lieutenant. The City may select from the top three candidates on the register to fill the vacancy. The assignment shall be for up to 12 months. In the event the current register expires prior to the 12 months, another candidate shall be selected from the "new" register for a period of up to 12 months.

Section 31.3 Bargaining unit Employees assigned to the Fire Prevention Bureau shall normally be assigned a regular schedule consisting of four consecutive ten-hour days per week. Alternative schedules not exceeding forty hours per week will be allowed with the mutual agreement of the Employer, the affected Employee and the Union.

Section 31.4

31.4.a Deputy Fire Marshal: Upon vacancy, the position shall be filled as a Fire Inspector, subject to the provisions provided in Article 31.

31.4.b By June 2008, the parties agree to meet and confer for the purpose of further defining supervision within the Bureau with a desired span of control that adds a supervisor when the group reaches between 3-5 personnel and a target completion date of July 2009.

Section 31.5 Fire Marshal: Upon vacancy of the current Fire Marshal incumbent, the Employer agrees to recognize the Union as the exclusive representative on matters concerning wages, hours, and working conditions for the position of Fire Marshal; and that applicants for the vacancy shall come exclusively from within the bargaining unit. By June 2008, the parties agree to meet and confer for the purpose of further defining compensation, selection process, hours and duties for the position of Fire Marshal with a target completion date of July 2009.

FIREFIGHTER PARAMEDIC

ARTICLE 32

Section 32.1 Kirkland IAFF members are eligible to apply for Paramedic positions within the City of Redmond. If selected, they will remain employees of the City of Kirkland during Paramedic school and during that time will retain their current wage and benefits.

Section 32.2 After completion of Paramedic school, the employee will be required to leave employment with the City of Kirkland, and become an employee with the City of Redmond. Upon completion of the Paramedic certification, the employee will have a six month period in which the employee has return rights. If the City of Redmond determines that the employee is not meeting the requirements of a Paramedic they shall either 1) become a Redmond Firefighter (no probation) or 2) be allowed to return to the City of Kirkland in their former position provided that they have not been terminated from employment from the City of Redmond for just cause. The employee will return to the City of Kirkland with all seniority and steps as if they had never left. Once Paramedic certification is completed and the employee has six months time as a Paramedic, the option to return to Kirkland is no longer available. Should an employee exercise the return rights under this Section, the least senior newly hired employee who is displaced by the return would have the rights prescribed under Article 7.2.

PERFORMANCE OF DUTY

ARTICLE 33

Section 33.1 The Employer and the Union shall work together to meet the proficiency requirements of the department; to provide the public with efficient and courteous service and to encourage good attendance of Employees on regular duty.

Section 33.2 Evaluations

The purpose of evaluation is to help an employee 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:

33.2.a 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.

33.2.b 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 Section 33.3.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

Section 33.3 Discipline / Corrective Action

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.

No employee shall be discharged except for just cause. The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct;
- suspension or administrative leave with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem and may result in more progressive discipline for cause.

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, but rather shall be requested as an indication that they have seen and comprehend the gravity

of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

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 written warning, suspension, demotion, or 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. All communication surrounding this action is to be treated as confidential and sensitive.

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, they 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 warning). The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, 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. Just cause shall be established if the following has been shown by the Employer:

- 33.3.a That the Employer did forewarn employee of possible consequences of conduct;
- 33.3.b That the Employer policy, rule, or order involved reasonably related to the orderly, efficient, or safe operation of the Employer;
- 33.3.c That before administering discipline, the Employer did make an effort to discover whether employee did, in fact, violate or disobey an Employer policy or rule;
- 33.3.d That the Employer conducted its investigation objectively;
- 33.3.e That, in the investigation, the Employer did obtain evidence or proof that the employee violated such Employer policy or rule;

33.3.f That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

33.3.g That the degree of discipline was reasonably related to the seriousness of the offense and/or the employee's record.

In order to promote a climate of labor relations that will aid in achieving and maintaining a high level of performance within the department, the Union and the Employees it represents agree that there shall be no strikes or refusals to perform official duties. Any impasse resulting from the terms set forth in this contract will be resolved in mediation or binding arbitration in accordance with Washington State Collective Bargaining Act Laws.

MEETINGS AND COMMITTEES

ARTICLE 34

Section 34.1 There shall be regular Labor and Management meetings between the Executive Board of the Union and the Administration of the Fire/Building Department. The purpose of these meetings is to discuss all matters referring to the labor agreement. Department Labor and Management meetings shall occur at least on a quarterly basis. Both parties shall have the authority to make non-binding recommendations to the Union and the City. No additional compensation or overtime shall be paid for attendance at the Labor and Management Meeting.

Section 34.2 Biannual (April and October) Executive Labor Management meetings will be held or as needed upon request by either party, and include City Management and the Local. This will be for the purpose of discussing matters of concern and maintaining the relationship between management and the Local.

Section 34.3 Local 2545 will participate with the City on a joint committee that will collaboratively work with the other City Bargaining Units to develop Citywide policies that may potentially impact wages, hours, and working conditions.

FLEXIBLE SPENDING ACCOUNTS

ARTICLE 35

Section 35.1 The City shall provide an optional Flexible Spending Account (FSA) program for qualifying expenses as allowed under the Internal Revenue Code (IRC) 129 (for dependent care) and IRC 213 (for health care expenses).

Section 35.2 On January 1 of each 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. 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.

Section 35.3 Basic administrative program costs shall be the sole responsibility of the Employer. Optional program enhancements may be provided upon agreement between the Union and the Employer.

LIABILITY COVERAGE

ARTICLE 36

The City shall provide legal representation to an employee who is sued, where such litigation results from any alleged error or omission of such employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee within the scope of his or her employment with the City.

The City shall provide insurance coverage under its self-insurance program, or any policy or policies obtained by the City in place thereof, indemnifying the employee for loss if the employee becomes legally obligated to pay for damages which result from errors or omissions of the employee performed or omitted by the employee on behalf of the City in his or her capacity as an employee and within the scope of his/her employment with the City.

The obligations of the City under this Article shall not apply to any dishonest, fraudulent, criminal, or malicious act of any employee. As express conditions of the City's obligations under this Article, the employee shall cooperate fully with the City in the defense of any such claim or suit, and the City shall have the sole and exclusive right to compromise, settle, dispose of or litigate any such claim, and shall have no obligation under this Article to pay the amount of any settlement, compromise, or judgment entered into or allowed by the employee without the City's prior written consent.

ENTIRE AGREEMENT

ARTICLE 37

Section 37.1 The agreement expressed here, in writing, constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 37.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

TERMS OF AGREEMENT

ARTICLE 38

The terms of this Agreement shall be in full force and effect on January 1, 2008 and, except as otherwise provided herein, this Agreement shall remain in full force and effect through December 31, 2010. Within 30 days, all current employees at time of signing shall receive retroactive compensation of all back wages and benefit increases effective January 1, 2008 to present.

Signed this _____ day of _____, 2008

City of Kirkland, Washington

International Association
of Firefighters, Local #2545

by _____
David Ramsay, City Manager

Bryan Vadney, IAFF President

**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: Jason Filan, Park Operations Manager
Jennifer Schroder, Director of Parks & Community Services

Date: April 2, 2008

Subject: Waiving bidding requirements and authorizing the purchase of a new scoreboard in Peter Kirk Park

Recommendation:

For the City Council to adopt Resolution R-XXXX waiving bidding requirements and authorizing the expenditure of \$14,445 from the Parks Donation Reserve toward the purchase of a scoreboard at Peter Kirk Park's Lee Johnson Field and waive the City's competitive bidding requirements for vendor selection.

Background:

The Lee Johnson Field scoreboard's twenty-some years of service to the community is nearing the end of its useful life. The reliability and dependability of the board have been "average" at best. Staff has been approached over the past several years by different user groups and asked the question, "What can we do to get a new scoreboard?"

With resources being limited for such an investment, staff asked the various user groups of the field about their interest to partner with the City in the purchase of a new scoreboard. Receiving a positive response, staff researched and developed options for a new board and presented the options at this year's field allocation meeting. Additionally, staff contacted the Lee Johnson family to gauge their interest in participating in the purchase of a new scoreboard as well. Brothers Todd and Brett Johnson liked the idea and offered to purchase a scoreboard that will have more functions and capabilities than what is currently in place.

The New Scoreboard:

Through partnering with the Lee Johnson family and the various user groups, we will install a new scoreboard by May 31, 2008. The value of the project, including purchase of the sign and installation, is \$57,445. The Johnson family donation is \$39,000, and additional donations include \$2,500 from the Kirkland Baseball Commission and \$1,500 from Lake Washington Baseball Foundation and the balance will be from the City's donation reserve in the amount of \$14,445.

The Johnson family negotiated with a local vendor, The Sign Factory of Kirkland, on a scoreboard that they felt best suited the needs of the community. Since the vendor and product selection was not administered via the City of Kirkland's procurement process, we request that the City Council waive the City's competitive bid requirement as allowed in Chapter 3.85.210 of the Kirkland Municipal Code by adopting the attached resolution.

The new board will contain all LED lighting and have enhancements that were not available with the old board, such as the display of team names, player information and inning-by-inning scoring. The new scoreboard will be installed

in the same location of the existing board and is equivalent in size. Please see the attached photos for side-by-side comparison and details.

We are excited to be receiving these donations and look forward to the benefits the new scoreboard will provide the community for years to come.

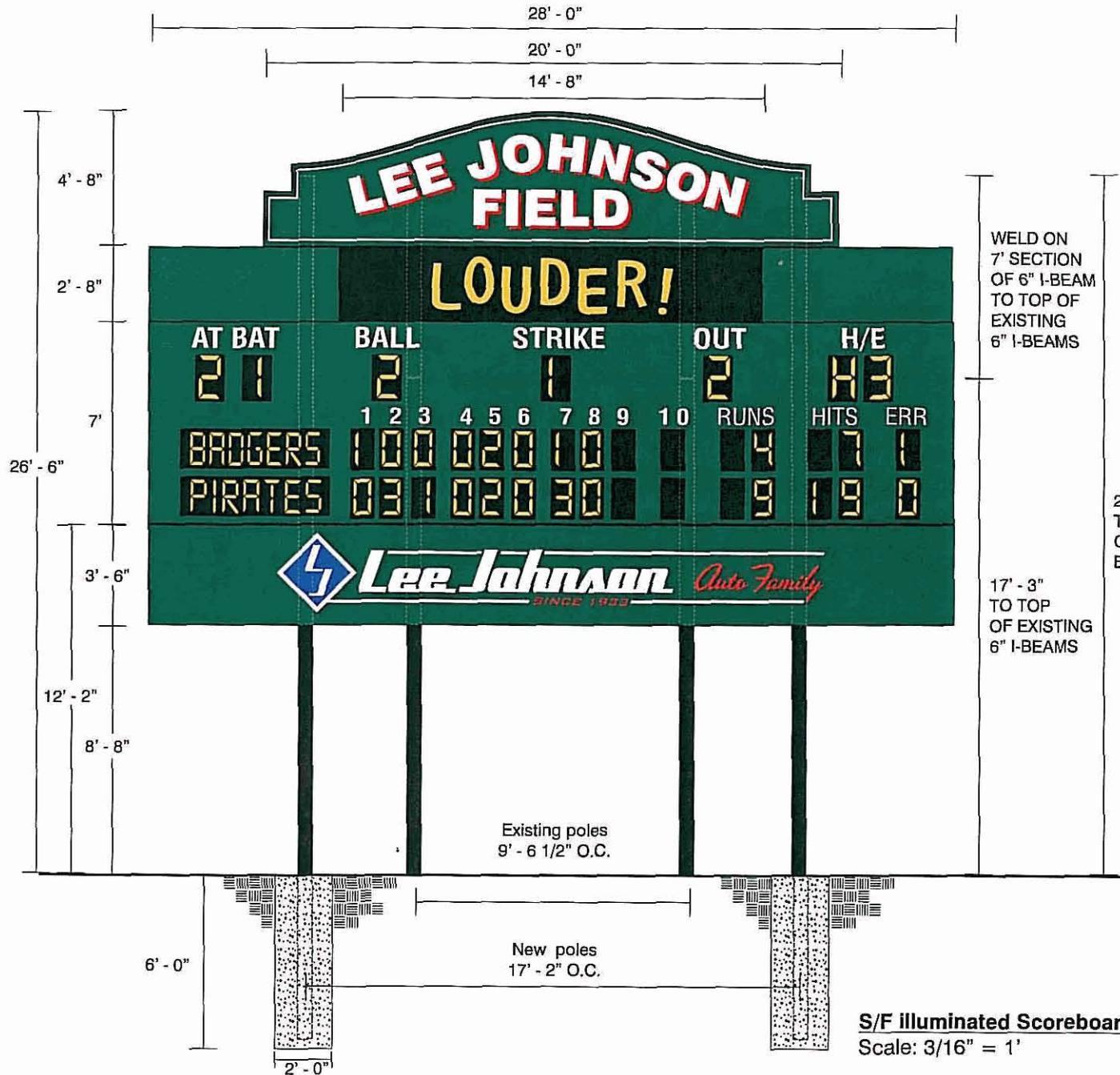


Existing Scoreboard
No Scale



Proposed Scoreboard
No Scale

Job Name		Address		Design Number		Customer Approval		<small>The colors depicted in this drawing are subject to conditions of printer, paper and fading, and are for representation purposes only. Please refer to paint formula and vinyl charts for true color match.</small>	<small>This drawing and all information thereon is the property of the sign factory and shall not be copied or used except for the purpose for which it is expressly furnished. Ownership of all intellectual and creative properties represented in these drawings is retained by the sign factory. Any alterations in size, color or materials do not affect the integrity of the basic design. The drawings and any copies thereof shall be returned to the sign factory.</small>	815 8th Street Kirkland, WA. 98033 ph 425.822.1200 fx 425.827.1074 800.585.2066 www.thesignfactoryusa.com		
LEE JOHNSON FIELD		Kirkland WA.		SF 060741R7-2		Landlord Approval						
Representative	Date	Revision / Date										
D.F.	09/26/06	R7-03/27/08										



Manufacture and install one (1) new S/F illuminated Electronic Scoreboard, Electronic message center and Sponsor Cabinet

TOP SECTION: (Non-illuminated)

Fabricated aluminum 6" deep cabinet

Paint Green to match (MARTIN SENOUR 42129) with white and Tomato Red vinyl #220-13 graphics

MESSAGE CENTER:

20AF-3400-16X128-34A

Amber LED illumination

Filler panels on each end painted to match scoreboard

Remove existing scoreboard and replace

BA-3718 Daktronics Scoreboard

Team name (set of two) Red LED

(see manufacturers specs)

Paint green as shown

Bottom panel to be fabricated aluminum 6" deep cabinet

Paint green to match sign

Sign face to be flush with scoreboard

Lee Johnson logo to be white, Vivid blue and red vinyl

Weld 7' sections to tops of existing

6" steel I beams

Add Two (2) additional 6" steel I beams as shown

2' X 6' concrete footings

WELD ON
7' SECTION
OF 6" I-BEAM
TO TOP OF
EXISTING
6" I-BEAMS

24' - 3"
TO TOP
OF NEW
BEAMS

17' - 3"
TO TOP
OF EXISTING
6" I-BEAMS

Existing poles
9' - 6 1/2" O.C.

New poles
17' - 2" O.C.

S/F illuminated Scoreboard Display with Sponsor Panel

Scale: 3/16" = 1'

Job Name LEE JOHNSON FIELD		Address Kirkland WA.		Design Number SF 060741R7-1		Customer Approval	
Representative D.F.		Date 09/26/06		Revision / Date R7-03/27/08		Landlord Approval	

The colors depicted in this drawing are subject to conditions of printer, paper and fading, and are for representation purposes only. Please refer to paint formula and vinyl charts for true color match.

This drawing and all information thereon is the property of the sign factory and shall not be copied or used except for the purpose for which it is expressly furnished. Ownership of all intellectual and creative properties represented in these drawings is retained by the sign factory. Any alterations in size, color or materials do not affect the integrity of the basic design. The drawings and any copies thereof shall be returned to the sign factory.

815 8th Street
Kirkland, WA. 98033
ph 425.822.1200
fx 425.827.1074
800.585.2066
www.thesignfactoryusa.com



Made in the USA

FISCAL NOTE

CITY OF KIRKLAND

Source of Request							
Jennifer Schroder, Parks & Community Services Director							
Description of Request							
Request for funding of \$14,445 for the purchase of a scoreboard at Peter Kirk Park's Lee Johnson Field. The value of the project, including purchase of the sign and installation, is \$57,445. Donations from the community totaled, \$43,000 – the Johnson family donated \$39,000; the Kirkland Baseball Commission donated \$2,500; and Lake Washington Baseball Foundation donated \$1,500. The remainder, \$14,445, will be the City's contribution to this project.							
Funding for the scoreboard in the amount of \$14,445 is recommended from the Parks Donation Reserve.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$14,445 from the Parks Donation Reserve. The reserve is able to fully fund this request.							
Recommended Funding Source(s)							
	Description	2008 Est End Balance	Prior Auth. 2007-08 Uses	Prior Auth. 2007-08 Additions	Amount This Request	Revised 2008 End Balance	2008 Target
Reserve	Parks Donation Reserve	n/a	0	0	14,445	n/a	n/a
	The Parks Donation Reserve is the accumulated set aside for parks & recreation-related projects that are partially or wholly funded through donations. It has not been previously used this biennium and there is no current target. The reserve is fully able to fund this request.						
Revenue/ Exp Savings							
Other Source							
Other Information							
Prepared By	Sri Krishnan, Sr. Financial Analyst			Date	April 23, 2008		

**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: Aimee Vance, Court Administrator
Michael J Lambo, Judge

Date: April 23, 2008

Subject: PROBATION OFFICER STAFFING REQUEST

RECOMMENDATION

City Council approve an increase of .5 FTE Probation Officer which will be supported by additional probation revenue.

BACKGROUND

The caseload of the probation department is dictated by the court's criminal caseload. Since 2005 the Kirkland Municipal Court's criminal caseload has increased from 1,515 filings to 2,002 filings in 2007. This is a 32% increase in criminal filings. The months of January through March of 2008 have shown a significant increase of criminal filings from the same period in 2007. A defendant that is found guilty in a criminal case may be placed on supervised probation anywhere from twelve months to two years depending on the length of jurisdiction for the case. A defendant may be released early from probation supervision and moved to court monitoring if they have shown compliance with the conditions of their sentence and the Judge authorizes the release.

Defendants are charged a fee of \$65 per month for the length of time they are on supervised probation. Court-monitored defendants are charged a one time fee of \$265. If a person is released early from supervised probation they are charged the minimum \$265 or the \$65 per month for the length of time they were on supervised probation. Defendants are not charged for the months they are not on supervised probation. Given the increase in caseload, the 2008 budget versus the projected revenue indicate that we will have an excess of \$80,000 in probation revenue over the budgeted amount. According to statute, all probation revenue must be used for probation services

The Court currently has 1.5 probation officers handling approximately 500 supervised probation cases. Probation officers are supported by 1.5 FTE administrative staff. A full time JSA II directly assists the probation officers with verifying defendants complete their monthly write-in paperwork, mailing correspondence, new referral and calendar preparation, phone calls, and handling front counter traffic. The additional .5 FTE monitors about 500 unsupervised probation cases for compliance with sentences (e.g. verification of attendance at anger management training). The full time probation officer meets monthly with 225 defendants and the part-time probation officer meets monthly with 125 defendants. An on-call probation officer was monitoring approximately 30 cases. However, this position will no longer be managing a caseload and the 30 defendants will be absorbed between the two existing probation officers. The remaining 140 cases are monitored on a monthly write-in status which is distributed amongst the probation officers. The average probation officer caseload for municipal courts in King County is between 130-150 active cases compared to Kirkland's caseload of 225. If we were to increase the .5 FTE to a full time position then the caseload would be approximately 190 active cases for each officer in addition to the monthly write-in cases.

A probation officer is also present for two probation review calendars per month. This means the probation officer spends one day of preparation and clean-up along with a half day in court for each of these calendars. Probation officers are also often called in to the courtroom when defendants appear on the jail calendar. With the increase of the criminal caseload, it is expected that an additional probation review calendars will be added within a year.

Staff is recommending that the .50 FTE Probation Officer be increased to 1.0 FTE. The .50 FTE is currently vacant and the Court needs to fill the vacant .5 FTE probation officer position immediately. However, the need of the department is a full time probation officer and we believe that a full-time job posting will attract a larger and more qualified pool of applicants. The estimated annual cost of the increase is \$40,109 which would be covered by probation revenue (see attached fiscal note).

As part of the 09-10 budget preparation the Court will be reviewing in detail the costs of operating the probation department and the offset of revenue received from probation cases to ensure that probation revenue is only being used to support probation services. Depending on the cost versus revenue analysis, additional probation recommendations may be provided in the 2009-2010 budget.

The Public Safety Committee reviewed the Courts' request for an increase in probation staffing at their April 17th meeting and recommended that the request go to Council as soon as possible. A formal budget adjustment will be presented to Council with the mid-year budget adjustments in June. Approval of this request now will allow the position to be posted immediately at 1.0 FTE.

FISCAL NOTE

CITY OF KIRKLAND

Source of Request							
Aimee Vance, Municipal Court Administrator							
Description of Request							
Request for funding of an additional 0.5 FTE Probation Officer from anticipated additional probation revenue in 2008. The budgeted 0.5 FTE Probation Officer position is currently vacant. In order to address workload issues, the Court needs a full time probation officer. Also, staff believe that a full-time job posting would attract a larger and more qualified pool of applicants. The estimated annual cost of the additional 0.5 FTE is \$40,109. The estimated cost of this additional probation officer in 2008 (June through December) is \$24,149.							
Funding for the additional 0.5 FTE Probation Officer in 2008, in the amount of \$24,149 is recommended from the anticipated additional probation revenue in 2008.							
Legality/City Policy Basis							
State statute requires that probation revenue be used for probation services.							
Fiscal Impact							
Use of \$24,149 from anticipated additional probation revenue in 2008. The estimated probation revenues will be able to fully fund this request.							
Recommended Funding Source(s)							
	Description	2008 Est End Balance	Prior Auth. 2007-08 Uses	Prior Auth. 2007-08 Additions	Amount This Request	Revised 2008 End Balance	2008 Target
Reserve							
Revenue/ Exp Savings	The anticipated additional probation revenue in 2008 will fully support the additional 0.5 FTE Probation Officer.						
Other Source							
Other Information							
The Public Safety Committee reviewed the Courts' request for an increase in probation staffing at their April 17th meeting and recommended that the request go to Council as soon as possible. A formal budget adjustment will be presented to Council with the mid-year budget adjustments in June. Approval of this request now will allow the position to be posted immediately at 1.0 FTE.							
Prepared By	Sri Krishnan, Sr. Financial Analyst				Date	April 24, 2008	

**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: Joan Lieberman-Brill, AICP, Senior Planner

Date: April 22, 2008

Subject: Intent to Adopt Resolution – Nakhjiri Private Amendment Request (File ZON07-00010)

RECOMMENDATION

Adopt the enclosed resolution setting forth the intention of the City Council to approve the requested land use and density redesignation and rezone for the Nakhjiri parcel later this year concurrent with all other amendments included in the City's annual Comprehensive Plan amendments.

BACKGROUND DISCUSSION

The Council, at its March 18th public meeting, considered the Planning Commission (PC) recommendation on the Nakhjiri / Kirkland Congregational Church Private Amendment Request (PAR). At that meeting, a motion to accept the Planning Commission recommendation failed. Then at its April 1st public meeting, the Council reconsidered the motion. Council then unanimously approved a motion to accept the Planning Commission recommendation to amend the Kirkland Comprehensive Plan City wide and Norkirk Neighborhood land use maps and the Kirkland Zoning Map and directed staff to bring back a resolution of intent to adopt to the May 6, 2008 meeting. Council directed the effective date to implement the request be at least two years from the adoption date of the Norkirk Neighborhood Plan update, which was on December 12, 2006. The City Attorney confirmed that an effective date should be incorporated into the final ordinance.

The other components of the annual CPA that will be incorporated into the final ordinance for adoption later this year are:

- City initiated Transportation Concurrency and LOS changes – currently in process
- Hart Private Amendment Request
- Totem Lake – 9 city initiated zoning revisions

The three downtown PAR's that are in process; Touchstone (Park Place), Orni and Alton, will be adopted separately as part of a Planned Action Ordinance.

Memo Intent to Adopt Resolution Nakhjiri PAR

Page 2 of 2

cc: ZON07-00010

Planning Commission

Mehdi Nakhjiri, 10420 NE 55th Street, Kirkland, WA 98033

Youssef Parast, 1534 4th St, Kirkland, WA 98033 parast@comcast.net

Melody B. McCutcheon, HCMP, 500 Galland Building, 1221 Second Ave., Seattle, WA 98101

mbm@hcmp.com

Reverend Dr. Walter John Boris, Pastor, Kirkland Congregational Church, United Church of Christ,
106 Fifth Ave., Kirkland, WA 98033

Norkirk Neighborhood Association

Kirkland Alliance of Neighborhoods

Kirkland Chamber of Commerce

RESOLUTION R-4699

A RESOLUTION OF THE CITY OF KIRKLAND RELATED TO COMPREHENSIVE PLANNING AND LAND USE AND EXPRESSING AN INTENT TO AMEND THE KIRKLAND COMPREHENSIVE PLAN, ORDINANCE 3481 AS AMENDED, AND AMENDING ORDINANCE 3710 AS AMENDED, THE KIRKLAND ZONING MAP AS A RESULT OF THE NAKHJIRI PRIVATE AMENDMENT REQUEST, FILE NO ZON07-00010.

WHEREAS, the City Council has received recommendations from the Kirkland Planning Commission to amend the Kirkland Land Use Map Figure LU – 1, and the Norkirk Land Use Map Figure N-4 of the Comprehensive Plan for the City, Ordinance 3481 as amended, and the Zoning Map, Ordinance 3710 as amended, all as set forth in that certain report and recommendation of the Planning Commission dated March 5, 2008, and bearing Kirkland Department of Planning and Community Development File No. ZON07-00010; and

WHEREAS, prior to making said recommendation the Planning Commission, following notice thereof as required by RCW 35A.63.070, held on January 24, 2008, a public hearing, on the amendment proposal and considered the comments received at said hearing; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA), there has accompanied the legislative proposal and recommendation through the entire consideration process, a SEPA Addendum to Existing Environmental Documents, issued by the responsible official pursuant to WAC 197-11-600; and

WHEREAS, in open public meeting the City Council considered the environmental documents received from the responsible official, together with the report and recommendation of the Planning Commission; and

WHEREAS, the Growth Management Act, RCW 36.70A.130, requires the city to review all amendments to the comprehensive plan concurrently and no more frequently than once every year.

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

Section 1. The City Council acknowledges the recommended amendment to the Comprehensive Plan and Zoning Ordinance as set forth in File ZON07-00010, and will consider adopting said recommendation by ordinance concurrent with all other amendments included in the City's annual Comprehensive Plan amendments.

Section 2. The recommended amendment to the Comprehensive Plan and Zoning Ordinance is set out in Exhibit "A" attached hereto and be this reference incorporated herein.

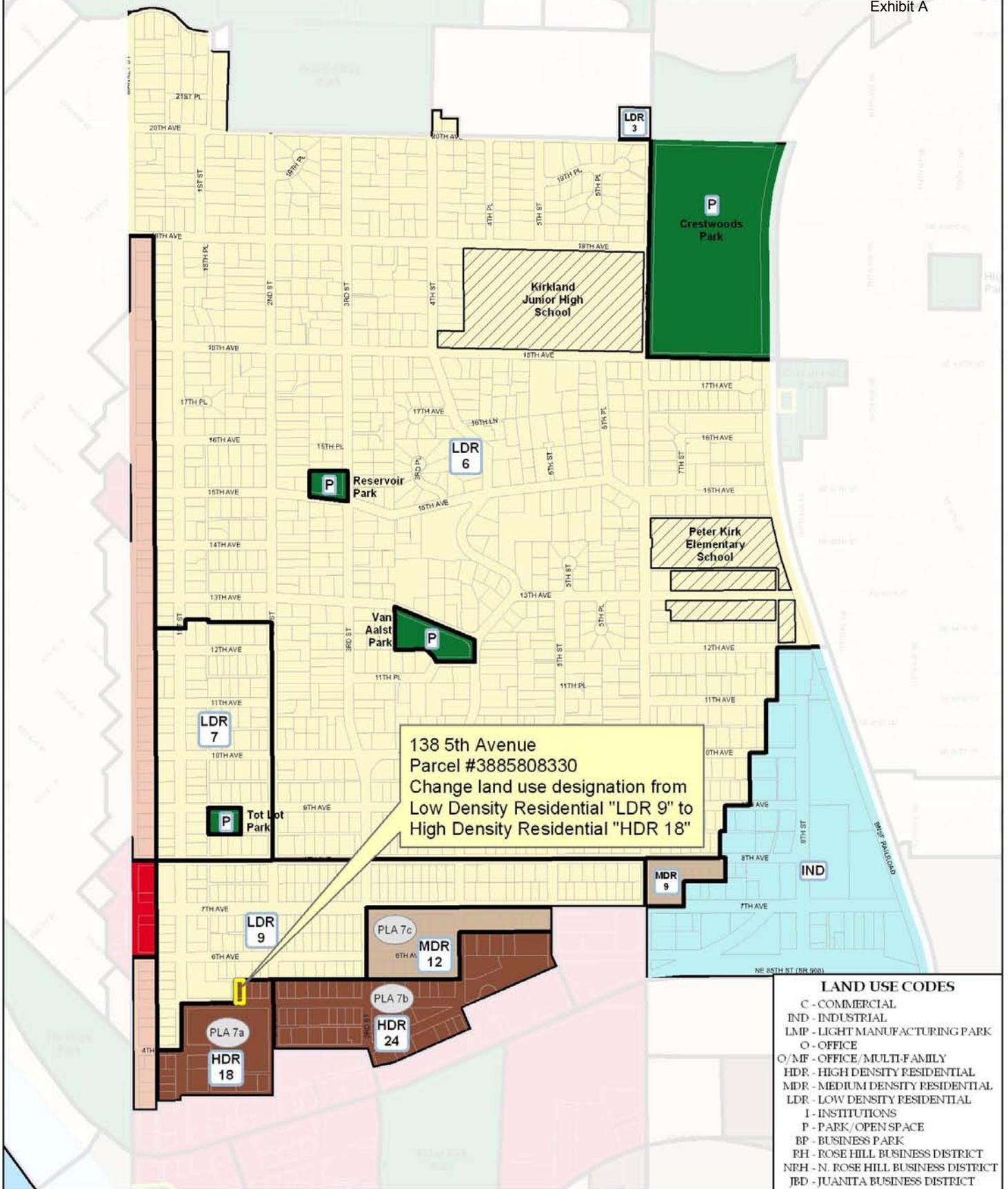
Passed by majority vote of the Kirkland City Council in open meeting on the _____ day of _____, 20____.

SIGNED IN AUTHENTICATION THEREOF this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk



LAND USE CODES

- C - COMMERCIAL
- IND - INDUSTRIAL
- LMP - LIGHT MANUFACTURING PARK
- O - OFFICE
- O/MF - OFFICE / MULTI-FAMILY
- HDR - HIGH DENSITY RESIDENTIAL
- MDR - MEDIUM DENSITY RESIDENTIAL
- LDR - LOW DENSITY RESIDENTIAL
- I - INSTITUTIONS
- P - PARK / OPEN SPACE
- BP - BUSINESS PARK
- RH - ROSE HILL BUSINESS DISTRICT
- NRH - N. ROSE HILL BUSINESS DISTRICT
- JBD - JUANITA BUSINESS DISTRICT

Citywide Land Use and Norkirk Neighborhood Land Use Map

ORDINANCE NO. 4084
 ADOPTED by the Kirkland City Council
 February 6, 2007

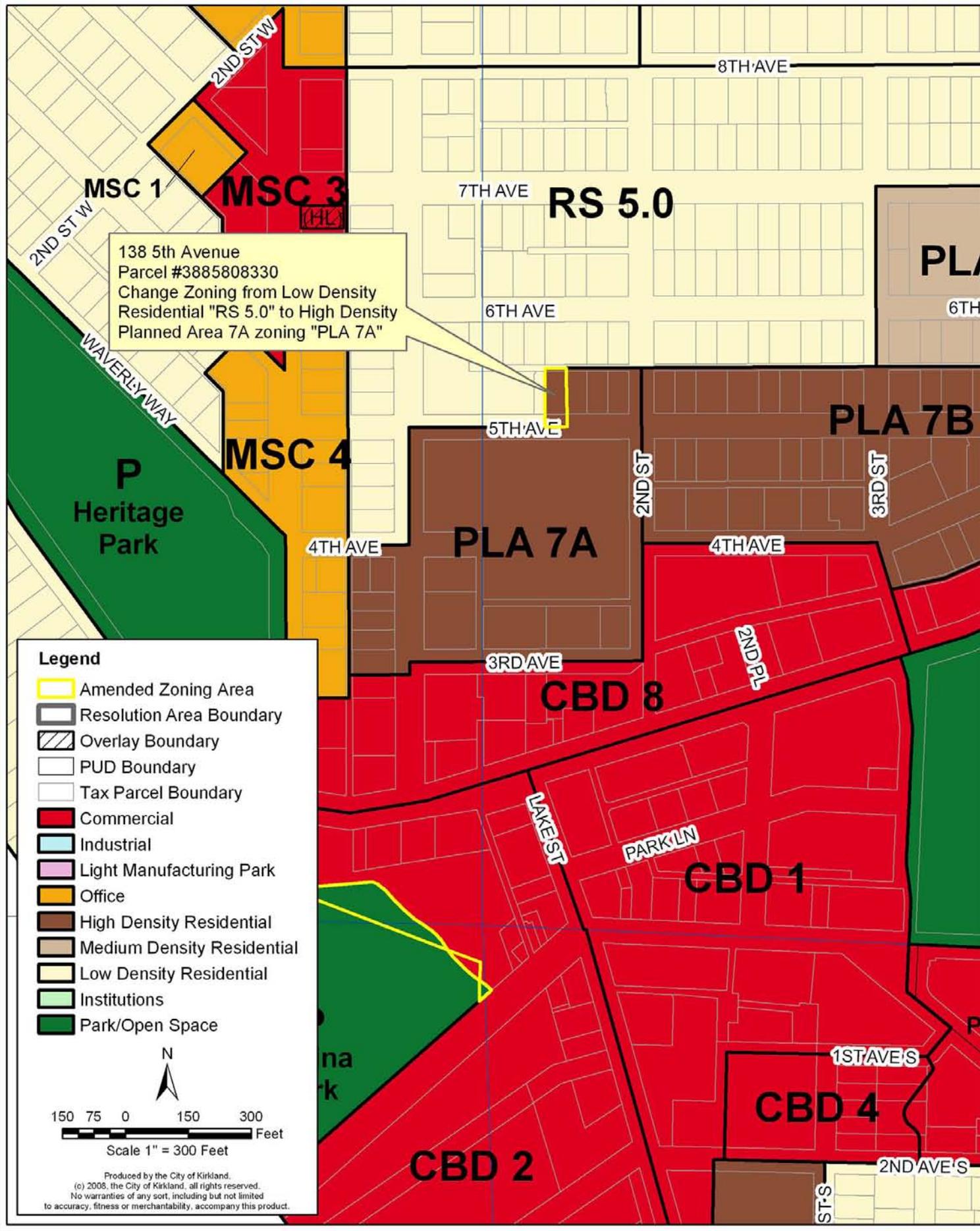
LAND USE BOUNDARIES	PARCEL BOUNDARIES
SUBAREA BOUNDARY	PLANNED AREA NUMBER
TOTEM CENTER	LAND USE CODE
PUBLIC FACILITIES	DENSITY (UNITS/ ACRE)

NOTE: WHERE NOT SHOWN, NO DENSITY SPECIFIED
 * INDICATES CLUSTERED LOW DENSITY



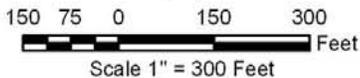
Maps produced February 6, 2008.
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Zoning Map Change



Legend

- Amended Zoning Area
- Resolution Area Boundary
- Overlay Boundary
- PUD Boundary
- Tax Parcel Boundary
- Commercial
- Industrial
- Light Manufacturing Park
- Office
- High Density Residential
- Medium Density Residential
- Low Density Residential
- Institutions
- Park/Open Space



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**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, Intergovernmental Relations Manager

Date: 4/22/08

Subject: Alpine Lakes Wilderness Bill Endorsement

RECOMMENDATION:

It is recommended that the City Council sign on to a letter to the Washington Congressional Delegation endorsing the Alpine Lakes Wilderness Bill.

BACKGROUND DISCUSSION:

Representative Dave Reichert is sponsoring a bill that would designate an additional 23,000 acres of National Forest lands as part of the Alpine Lakes Wilderness Area. The Wilderness designation would make the area off-limits to logging, motorized recreation and commercial uses. It allows hunting, fishing, horse riding, climbing, hiking and other non-mechanical activities.

The 23,000 acres includes rare lower elevation forest lands that include critical fish habitat. As part of negotiations with local concerns, the bill excludes the Snoqualmie River Middle Fork Trail that is a popular mountain biking area. A map of the proposed addition is included with this memo.

State Senator Brian Weinstein and State Representatives Glenn Anderson, Jay Rodne, and Fred Jarrett have endorsed the bill. In addition, the Bill has widespread support from recreation groups, religious leaders, local businesses, and conservation organizations. There is a complete list of endorsing organizations that is attached to this memo.

The Washington Wilderness Coalition has requested that the City Council sign on to the attached endorsement letter. In King County, the entire King County Council and the mayors of Redmond, Sammamish, Enumclaw, Burien, North Bend, Duvall, Kent, Lake Forest Park, Maple Valley, and Snoqualmie have signed on to date. In addition, individual Councilmembers from Sammamish, Redmond and Maple Valley have signed on to the letter.

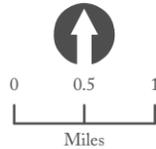
Alpine Lakes Wilderness Additions and Wild Pratt River Act of 2007

October 2007

Legend

- Wilderness Addition
- Wilderness Addition Boundary
- Land to be Donated*
- Proposed Pratt Wild River
- Alpentel Ski Area
- National Wilderness Area
- National Forest
- State
- County or Municipal
- Lakes
- Rivers and Streams
- Highways
- Roads

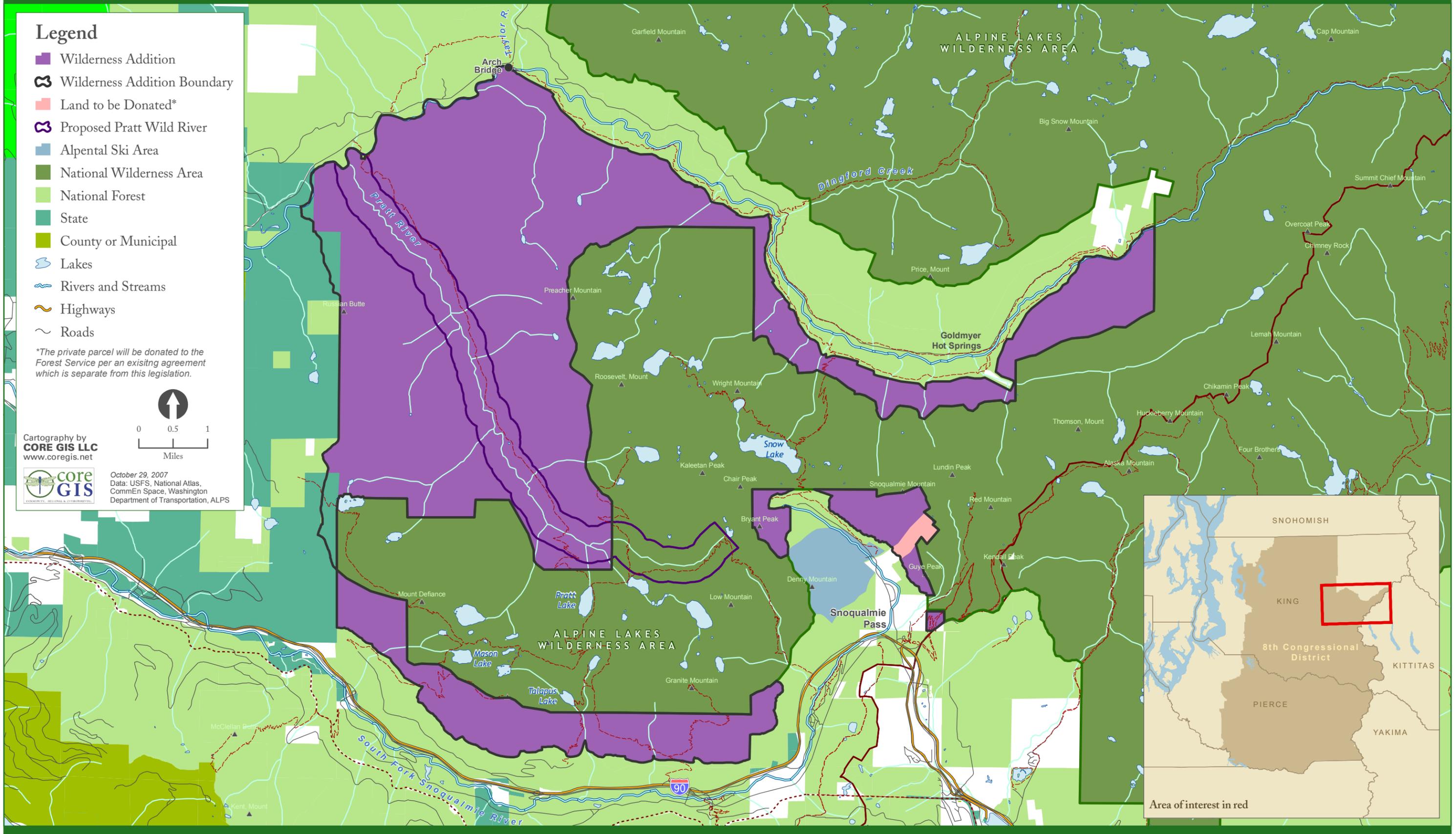
*The private parcel will be donated to the Forest Service per an existing agreement which is separate from this legislation.



Cartography by
CORE GIS LLC
www.coregis.net



October 29, 2007
Data: USFS, National Atlas,
CommEn Space, Washington
Department of Transportation, ALPS



Alpine Lakes Wilderness Additions & Wild Pratt River Act Supporters

Elected Officials (31)

State Representative Glenn Anderson (R-5)
State Representative Jay Rodne (R-5)
State Senator Brian Weinstein (D-41)
State Representative Fred Jarrett (D-41)
King County Executive Ron Sims
King County Council Member Bob Ferguson (D-1)
King County Council Member Larry Gossett (D-2)
King County Council Member Kathy Lambert (R-3)
King County Council Member Larry Phillips (D-4)
King County Council Member Julia Patterson (D-5)
King County Council Member Jane Hague (R-6)
King County Council Member Pete Von Reichbauer (R-7)
King County Council Member Dow Constantine (D-8)
King County Council Member Reagan Dunn (R-9)
Burien Mayor Joan McGilton
Duvall Mayor Will Ibershof
Enumclaw Mayor John Wise
Kent Mayor Suzette Cooke
Lake Forest Park Mayor Dave Hutchinson
North Bend Mayor Ken Hearing
Maple Valley Mayor Laure Iddings
Maple Valley City Council Member Glenn Smith
Pacific Mayor Rich Hildreth
Redmond Mayor John Marchione
Redmond City Council Mayor Pat Vache
Sammamish Mayor Lee Felling
Sammamish Deputy Mayor Don Gerend
Sammamish City Council Member Kathy Huckabay
Sammamish City Council Member Nancy Whitten
Sammamish City Council Member Mark Cross
Snoqualmie Mayor Matt Larsen

Local Businesses (17)

Roaring River Bed and Breakfast (North Bend)
Intrepid Anglers (Fall City)
Creeside Angling Company (Issaquah)
Pacific Bicycle Company (Sammamish)
House in the Trees B&B at Bethabara Farms (Snoqualmie)
Single Track Cycles (North Bend)
Rattlesnake Lake Cycles (North Bend)
Twede's Café (North Bend)
George's Bakery (North Bend)
Renaissance Pet Boutique & Spa (North Bend)
Todd's Models (North Bend)

Lucia's European Tailoring & Alteration (North Bend)
Cascadia Spas & Stoves (North Bend)
Cascade Comics and Games (North Bend)
Two Timing Tam's (North Bend)
Replicator Graphics (North Bend)
Destiny by Design (North Bend)

Local Stakeholders & Organizations (81)

Conservation Organizations (20)

American Rivers
Audubon Washington
Campaign for America's Wilderness
Cascade Chapter Sierra Club
Snohomish Group
Tatoosh Group
Friends of Grays Harbor
Friends of Miller Peninsula State Park
Friends of Wild Sky
Middle Fork Outdoor Recreation Coalition
Mt. Baker Wild
Olympic Forest Coalition
Olympic Park Associates
Pilchuck Audubon Society
Republicans for Environmental Protection
The Lands Council
The Nature Conservancy of WA
The Wilderness Society
Washington Wilderness Coalition
Whidbey Environmental Action Network

Recreational Groups (12)

American Canoe Association
American Whitewater
Backcountry Bicycle Trails Club
Backcountry Ski and Snowshoe Club
Paddle Trails Canoe Club
International Mountain Bicycling Association
The Mountaineers
Washington Alpine Club
Washington Kayak Club
Washington Recreational River Runners
Washington Trails Association
Winter Wildlands Alliance

Hunters & Anglers Sportsmen (17)

Inland NW Hunting and Fishing Conservation Coalition
Izaak Walton League of America –Seattle Chapter

National Wildlife Federation – Western Region
Northwest Fly Anglers
Northwest Sportfishing Industry Association
Poggie Club of Washington
Trout Unlimited – Public Lands Initiative
Washington Council
Bellevue-Issaquah Chapter
Elliot Bay Chapter
Sky Valley Chapter
Washington Backcountry Hunters and Anglers
Washington Fly Fishing Club
Washington State Council-Federation of Fly Fishers
Washington Wildlife Federation
Western Cascade Archers
Wild Steelhead Coalition

Religious Leaders (33)

Bishop Wm Chris Boerger, NW WA Synod
Evangelical Lutheran Church in America
Bishop Edward W. Paup, Pacific Northwest Conference
The United Methodist Church
Lee Anne Beres, Executive Director, Earth Ministry
Rev. Paul B. Benz, Director, Lutheran Public Policy
Office of Washington State
Rabbi Anson Laytner, Executive Director, Greater
Seattle Chapter American Jewish Committee
Rabbi Ted Falcon, Ph.D., Bet Alef Meditative
Synagogue (**Bellevue & Seattle**)
Rev. John D. Oerter, First Presbyterian Church
(**Everett**)
Rev. Thomas H. Albright, Pastor, Marysville United
Methodist Church (**Marysville**)
Rev. Cathlynn Law, Associate Pastor, Snoqualmie
United Methodist Church (**Snoqualmie**)
The Rev. Mary L. Allen, Rector, St. Philip's Episcopal
Church (**Marysville**)
Rev. Leslie Ann Knight, Pastor, Mercer Island United
Methodist Church (**Mercer Island**)
Matt Gorman, Pastor, Shelton United Methodist
Church (**Shelton**)
Nancy L. Winder, Pastor, Faith Lutheran Church
(**Seattle**)
Rev. W. Thomas Soeldner, Pastor, Salem Lutheran
Church (**Spokane**)
Dr. Thomas H. Albright, Pastor, Marysville United
Methodist Church (**Marysville**)
The Rev. Paul R. Smith, Pastor, West Side Presbyterian

Church (**Seattle**)
Bruce Jenkins, Pastor, Bethel Lutheran Church
(**Shoreline**)
Rabbi Fern Feldman (**Seattle**)
Brandon Bailey, Youth Director, Mountain View
Presbyterian Church (**Marysville**)
Bruce Kadden, Rabbi Temple Beth El (**Tacoma**)
Rev. Joy R. Haertig, Senior Minister, Richmond Beach
Congregational United Church of Christ (**Seattle**)
Rev. Rich Lang, Pastor, Trinity United Methodist
Church (**Seattle**)
David Parker, Lead Pastor, Central United Protestant
Church (**Richland**)
Harlan Shoop, Pastor, Trinity Presbyterian Church
(**Tacoma**)
Rev. John Boonstra, Pastor, Bethel United Church of
Christ (**White Salmon**)
Larry J. Killion, Pastor, The Lord's Baptist Church
(**Tacoma**)
Rev. Robert L. Jeffrey, Sr, Pastor, New Hope
Missionary Baptist Church (**Seattle**)
Rabbi Zari Weiss, Founder and Director, Rodef Tzedek
(**Seattle**)
Rabbi Jim Mirel, Temple B'nai Torah (Bellevue)
Rev. David R. Sellers, Pastor, Cross Sound Church
(**Bainbridge Island**)
Rev. Michael R. Grogan, Pastor, Bellevue Christian
Church (Disciples of Christ) (**Bellevue**)
The Rev. Blaine R. Hammond, Vicar, St. Peter's Episcopal
Church (**Seaview**)
Rabbi Ted Falcon, Bet Alef Meditative Synagogue
(**Seattle**)
The Rev. James L. Thibodeaux, Deacon Administrator,
St. Peter's Episcopal Parish (**Seattle**)

Other Local Stakeholders ()

February 27, 2008

The Honorable Dave Reichert
U.S. House of Representatives
1223 Longworth Building
Washington, DC 20515

Dear Congressman Reichert

As local elected officials, we are writing to support your efforts to protect areas of the Middle Fork and South Fork Snoqualmie River Valleys as well as the Pratt River Valley near Snoqualmie Pass.

We understand the value our constituents place on protecting wilderness and wild, free-flowing rivers. Time and again, we hear Washingtonians with disparate political views share one common goal – protection for our natural heritage. Wild forests and rivers offer priceless natural amenities that make the Northwest such a wonderful place to live, and indeed, give the Evergreen State its name. They provide clean water, scenic beauty, solitude, wildlife habitat, world class outdoor recreation opportunities and an unmatched way of life in the Puget Sound area.

Your proposal resonates with the values of our constituents. It would add critical, low-elevation forests to the Alpine Lakes wilderness area, and ensure the Pratt River, a key tributary to the Middle Fork of the Snoqualmie River, would remain free-flowing for future generations.

In addition, we note that your efforts to expand the Alpine Lakes Wilderness follow a proud bi-partisan tradition that began in 1976 with the passage of the original Alpine Lakes Wilderness Act. The Middle Fork Valley has long enjoyed a tradition of collaboration between different user groups under the bi-partisan leadership of our state's congressional delegation. We support this new chapter in the long history of bi-partisan wilderness efforts in Washington State.

Your proposal also embraces the current and future economic direction for the Puget Sound region. Expanding the Alpine Lakes wilderness, one of the most frequented of any wilderness area in the country, adds to the long term economic security of our region by protecting a priceless recreation gem for our children and our children's children.

We also appreciate the inclusive process you have undertaken in drafting your proposal. Bringing together diverse stakeholders such as mountain bikers, rafters, hunters and anglers, conservationists, local businesses, and local elected officials is a testament to how important the protection of this remarkable area is to the quality of life and sustainable future of this region.

We feel strongly about getting action on this important designation as soon as possible. Please let us know what we can do to help you make significant progress in 2008. We look forward to hearing back from you or your staff regarding what efforts are needed from us. Thank you again for your continued leadership on this issue.

Sincerely,

Glenn Anderson
State Representative (District 5)
Washington State House of Representatives

Jay Rodne
State Representative (District 5)
Washington State House of Representatives

Brian Weinstein
State Senator (District 41)
Washington State Senate

Fred Jarrett
State Representative (District 41)
Washington State House of Representatives

Ron Sims
Executive
King County, WA

Bob Ferguson
Council Member (District 1)
Metropolitan King County Council

Larry Gossett
Council Member (District 2)
Metropolitan King County Council

Kathy Lambert
Council Member (District 3)
Metropolitan King County Council

Larry Phillips
Council Member (District 4)
Metropolitan King County Council

Julia Patterson
Council Member (District 5)
Metropolitan King County Council

Jane Hague
Council Member (District 6)
Metropolitan King County Council

Pete Von Reichbauer
Council Member (District 7)
Metropolitan King County Council

Dow Constantine
Council Member (District 8)
Metropolitan King County Council

Reagan Dunn
Council Member (District 9)
Metropolitan King County Council

Will Ibershof
Mayor
City of Duvall, WA

Laure Iddings
Mayor
City of Maple Valley

Glenn Smith
Council Member
City of Maple Valley

Ken Hearing
Mayor
North Bend, WA

Lee Felling
Mayor
City of Sammamish, WA

Don Gerend
Deputy Mayor
City of Sammamish, WA

Kathy Huckabay
Council Member
City of Sammamish, WA

Nancy Whitten
Council Member
City of Sammamish, WA

Mark Cross
Council Member
City of Sammamish, WA

Matt Larsen
Mayor
City of Snoqualmie, WA

Rich Hildreth
Mayor
City of Pacific, WA

Suzette Cooke
Mayor
City of Kent, WA

John Marchione
Mayor
City of Redmond, WA

Pat Vache
City Council Member
City of Redmond, WA

John Wise
Mayor
City of Enumclaw, WA

Dave Hutchinson
Mayor
City of Lake Forest Park, WA

Joan McGilton
Mayor
City of Burien, WA



CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033 (425) 587-3000
www.ci.kirkland.wa.us

To: City Council
From: Transportation Commission, Jon Pascal, Chair
Date: April 24, 2008
Subject: Transportation Commission Work Plan

RECOMMENDATION:

It is recommended that the Council approve the Transportation Commission's proposed Work Plan.

BACKGROUND DISCUSSION:

After the joint study session with the City Council on April 1, the Transportation Commission met and refined our 2008 work plan based on Council direction. Our proposed Work Plan is shown in Table 1. The only modification from our original proposal is that two subjects:

- 1) Roadway pricing
- 2) development of a carbon neutral transportation plan.

were added to the plan under new items. Also, the red light running camera item was modified to include Transportation Commission input if the Public Safety Committee took up the subject.

Memorandum to the City Council

April 24, 2008

Page 2

TABLE 1 Final Transportation Commission 2008 Work Plan items as proposed by the Transportation Commission.

Where particular months have been identified for working on an issue, the months are noted in bold type.

Items that occur each year
Joint meeting with City Council.
Legislative update (after the close of the legislative session)
Comprehensive Plan No 2008 update is proposed, because the 2007 update was carried over to 2008.
Neighborhood Plans Participate in preparation of Houghton and Lakeview neighborhood plans as needed.
Grants Review grant activity via regular written updates
Planning Commission Communication with Planning Commission on issues of joint interest.
Elect officers December.
CIP Support CIP development in a strategic manner. Review funding levels and sources as well as policies that guide priorities. Examine the funded project list at a high level. Discuss before projects are determined. 2008 is a major CIP year. May
Neighborhoods Discuss role of transportation commission with neighborhood groups. Involve neighborhood coordinator
New items
Roadway Pricing Develop a pricing position paper for consideration by the City Council.
Carbon Neutral Transportation Plan Study what such a plan might involve and how other agencies are examining this issue.
Mode Split. What mode split should be assumed for long range planning? How is mode split measured? How do we know if we are making progress toward our goal?
Downtown traffic. Review impacts of proposed and approved downtown redevelopment projects.
Ferry District/Ferry Service. There are many unanswered questions about ferry service between Kirkland and Seattle, however we do know that the Ferry district currently plans to provide such service as a pilot project in the future. Commission would serve as a sounding board for ferry district proposals and make recommendations to Council.
Traffic Impact analysis. Commission would evaluate current policies for conducting traffic impact analyses and recommend changes. This would include exploring the role of the Commission in reviewing projects and also how and when improvements are required under SEPA. Further, when development projects in other cities have impacts on Kirkland, how should those impacts be mitigated.
BNSF right-of-way Look at heavy rail, light rail and trail options to help Kirkland be proactive about achieving its interests.
Safety Evaluate and recommend policies on a) lighting b) Red light running at traffic signals if the subject is taken up by the Public Safety Committee c)safety at signalized intersections
Access Policy. Review existing policy on access to City streets recommend changes to the City Council.
Items carried over from last year
Concurrency Update Develop a major update to concurrency with an emphasis on multimodal considerations.
ITS Master Plan Continue to own and champion this project. Plan should be finalized at April 23rd meeting
NTCP Review current policies and recommend appropriate changes to Council . should be finalized at April 23rd meeting
Non-Motorized Plan Commission will oversee development of an updated plan.
CTR Review proposed CTR ordinance to comply with new state law

**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: April 23, 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 west 8 feet of the unopened alley abutting the east boundary of the following described property: Lots 1 and 2, Block 15, Lake Avenue Addition to Kirkland, according to the plat thereof recorded in Volume 6 of Plats, page 86, records of King County, Washington.

BACKGROUND DISCUSSION:

The unopened portion of the alley abutting the property of 11107 NE 97th Street was originally platted and dedicated in 1890 as Lake Avenue Addition to 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.

Linda K. Lake, 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



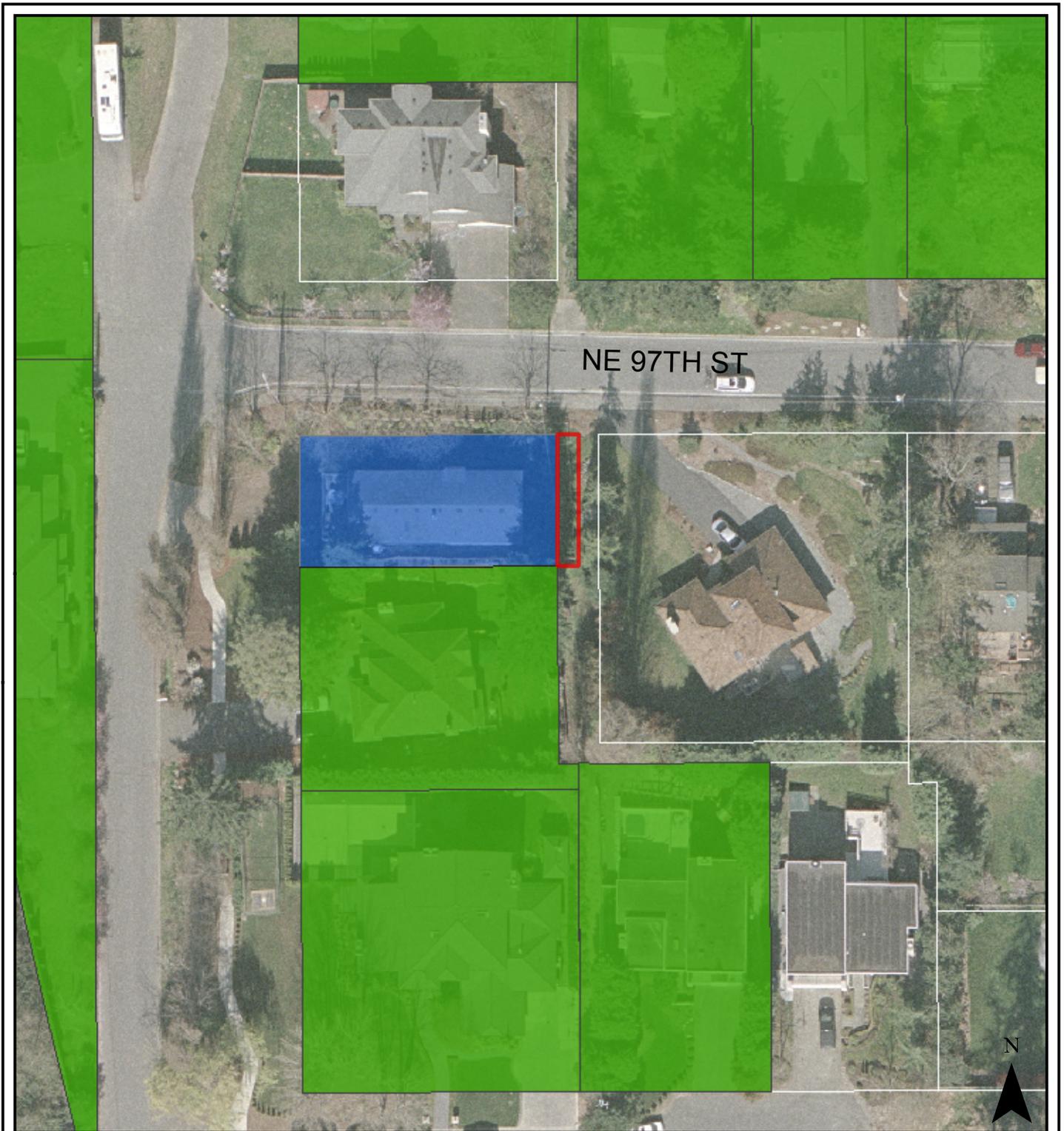
LAKE PROPERTY NON-USER VACATION 11107 NE 97TH ST

- | | |
|---------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  Proposed Vacation |  Building Outline |
|  Lake Property |  School |
|  Granted Non-User Vacation |  Park |
| |  Pedestrian Easement |



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Map Printed Nov 26, 2007 - Public Works GIS



**LAKE PROPERTY NON-USER VACATION
11107 NE 97TH ST**

- | | |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
|  Lake Property |  School |
|  Proposed Vacation |  Park |
|  Other Pending Vacations |  Pedestrian Easement |
|  Granted Non-User Vacation | |



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Map Printed Nov 26, 2007 - Public Works GIS

RESOLUTION R-4700

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 LINDA K. LAKE

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 Lake Avenue Addition to 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 Linda K. Lake, 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 west 8 feet of the unopened alley abutting the east boundary of the following described property: Lots 1 and 2, Block 15, Lake Avenue Addition to Kirkland, according to the plat thereof recorded in Volume 6 of Plats, page 86, 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 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: April 23, 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 portion of unopened alley being identified as the east 8 feet of the unopened alley abutting the west boundary of the following described properties: Lots 1 through 4 and Lots 5 through 8, Block 170 of 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 properties of 815 8th Street and the adjoining vacant parcel to the south 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.

Miller Risher, LLC, the owner of the properties 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



9TH AVE

8TH ST

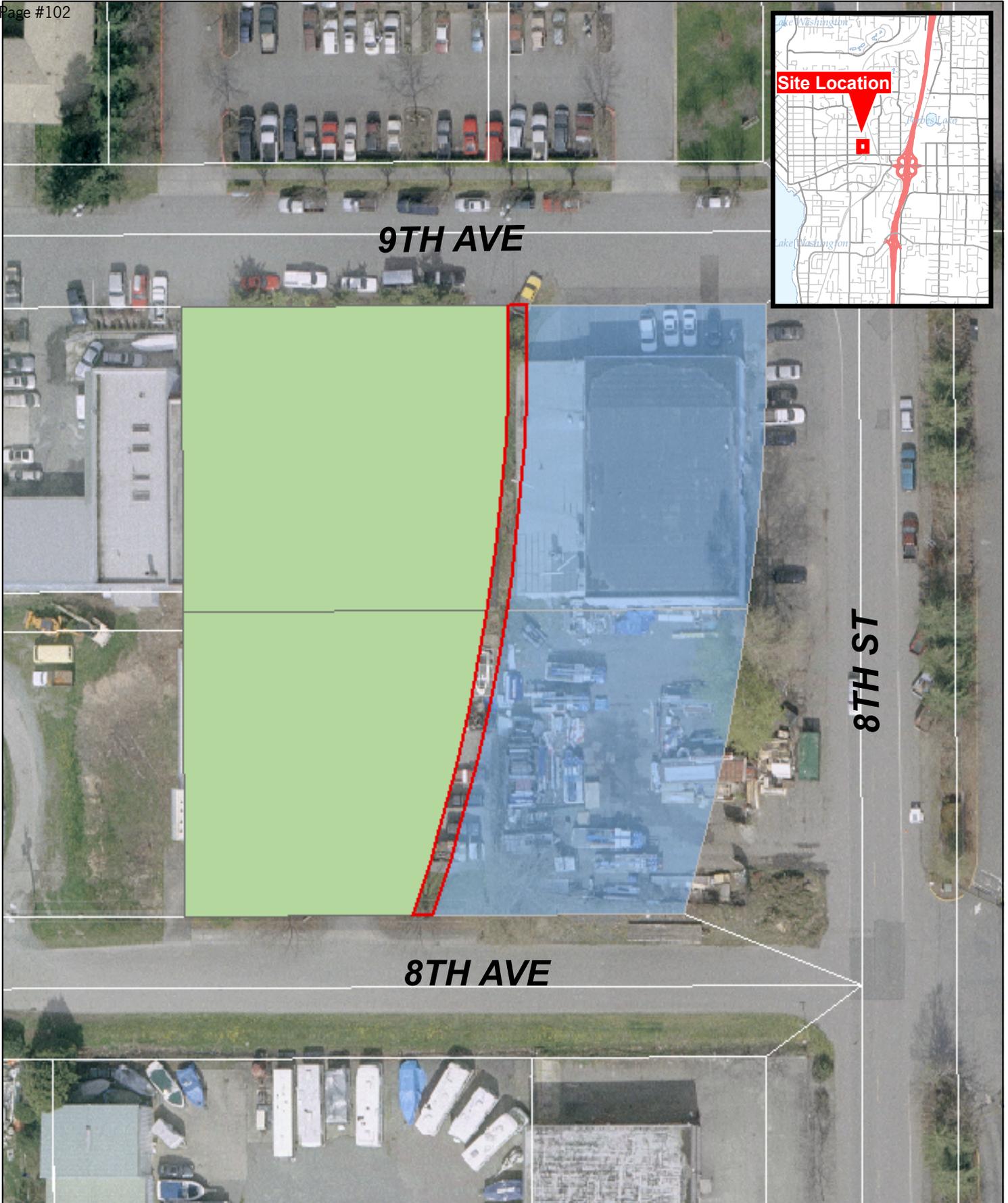
8TH AVE

**Miller Risher LLC Property Non-User Vacation
815 8th St**

-  Miller Risher LLC Property
-  Proposed Vacation
-  Granted Non-User Vacations
-  Pedestrian Easement
-  Building Outline



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Miller Risher LLC Non-User Vacation 815 8th St

- Miller Risher LLC Property
- Pedestrian Easement
- Proposed Vacation
- Granted Non-User Vacations



Produced by the City of Kirkland.

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Printed April 21, 2008 - Public Works GIS

RESOLUTION R-4701

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 MILLER RISHER, LLC.

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 Miller Risher LLC, 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 east 8 feet of the unopened alley abutting the west boundary of the following described properties: Lots 1 through 4 and Lots 5 through 8, Block 170 of 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 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: April 23, 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, except for a utility easement, in a portion of unopened alley being identified as the north 8 feet of the unopened alley abutting the south boundary of the following described property: Lots 28 and 29, and the east half of Lot 30, Block 169, 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 613 10th 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.

Gary D. and Clarese M. North, the owners 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



10TH AVE

6TH ST

9TH AVE

**North Residence Non-User Vacation
613 10th Ave**

-  North Residence
-  Proposed Vacation
-  Granted Non-User Vacations
-  Pedestrian Easement
-  Building Outline



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10TH AVE



**North Residence Non-User Vacation
613 10th Ave**

-  North Residence
-  Pedestrian Easement
-  Proposed Vacation
-  Granted Non-User Vacations



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 Printed April 21, 2008 - Public Works GIS

RESOLUTION R-4702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS GARY D. AND CLARESE M. NORTH

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 owners Gary D. and Clarese M. North, 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, except for a utility easement, in the portion of right-of-way described as follows:

A portion of unopened alley being identified as the north 8 feet of the unopened alley abutting the south boundary of the following described property: Lots 28 and 29, and the east half of Lot 30, Block 169, 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: April 23, 2008

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF MAY 6, 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 April 3, 2008:

	Project	Process	Estimate/Price	Status
1.	Juanita Creek Bank Stabilization Project	Invitation for Bids	\$185,000-\$210,000	Advertised on 4/17. Bids due on 5/1.
2.	2008 Street Overlay Project	Invitation for Bids	Base bid estimate is \$1,107,000-\$1,223,000 (Could total \$1,963,000 with additional schedules.)	Advertised on 4/22. Bids due on 5/7.

Please contact me if you have any questions regarding this report.

**CITY OF KIRKLAND**

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Robin S. Jenkinson, City Attorney

Date: April 16, 2008

Subject: Kirkland Parkplace Center: Potential DRB Appeal on New Proposal

RECOMMENDATION

That the City Council review this memorandum and consider whether it wants to delegate to the Hearing Examiner the authority to decide appeals of Design Review Board (DRB) decisions. If delegation is desired, the Council could direct that an ordinance be prepared for an upcoming agenda.

BACKGROUND DISCUSSION

On April 23, 2007, Douglas Howe of Touchstone Corporation (Touchstone) applied for a private amendment request to redevelop the existing Kirkland Parkplace Center with as much as 1.8 million square feet of office, retail and hotel use. The request is to amend the Comprehensive Plan and Zoning Code to allow additional height up to a maximum eight stories, reduced yard setbacks and other changes to the existing regulations and Comprehensive Plan policies. The City Council directed the Design Review Board (DRB) to advise the Planning Commission on the private amendment request which it has done. The Planning Commission is currently studying the amendment request. The Planning Commission is scheduled to hold three public hearings and then will provide a recommendation to the City Council. The City Council will make the final decision on the amendments sometime in early fall 2008.

More recently Touchstone submitted a new Parkplace Center redevelopment proposal for design review with the intention of meeting the current CBD-5 Zoning Code regulations and Comprehensive Plan policies (referred to in this memorandum as the new proposal). Touchstone has decided to pursue design review approval of this new proposal while the City considers its private amendment.

The new proposal is to redevelop Kirkland Parkplace Center in two phases. Phase I consists of six or seven office buildings at five-stories in height located in the north and northeast portion of the site. No retail is proposed in the buildings. All existing buildings, except those retained until Phase II, would be removed. The QFC store and the retail building directly east of the grocery store would be retained and redeveloped at a later date in Phase II. The buildings southeast of QFC that contain the restaurants will also be retained and redeveloped in Phase II. Six alternative conceptual site plans have been submitted with a total square footage ranging from 895,000 sq. ft. to 935,000 sq. ft. of office space.

The DRB conceptual design conference for the new proposal is scheduled for April 21, 2008.

Memo to David Ramsay, City Manager

April 16, 2008

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ISSUE TO CONSIDER

The private amendment request is a legislative process in which the City Council will ultimately exercise its broad policy making authority. Legislative decisions are not subject to the appearance of fairness doctrine. RCW 42.36.010. An appeal of any resulting City Council amendments to the Comprehensive Plan and Zoning Code would have to be filed with the Growth Management Hearings Board. RCW 36.70A.300.

If the DRB's decision on the new proposal to redevelop Kirkland Parkplace Center was appealed, the appeal would be to the City Council. This would be a quasi-judicial appeal with a hearing subject to the appearance of fairness doctrine. While the appeal was pending, the Council members could not engage in ex parte communications with opponents or proponents with respect to the new proposal. RCW 42.36.060.¹

Just the fact that the private amendment request and the new proposal are proceeding on parallel tracks may cause some confusion. The potential appeal of the DRB decision on the new proposal could add an additional layer of complexity. On the private amendment request the City Council will want to receive citizen input and is freely able to do so. On an appeal of the new proposal from the DRB, the City Council would be subject to the appearance of fairness doctrine. It would be difficult to sort out if a citizen is seeking to talk to Council Members in their legislative or quasi-judicial role; the private amendment request or the new proposal. In talking about either the private amendment request or the new proposal, people are likely to draw comparisons, further blurring the boundaries. One possible solution would be for the Council to delegate the authority to hear DRB appeals to the Hearing Examiner. Should the Council wish to do so; this office can prepare the appropriate ordinance.

Please let me know if you have any questions.

¹ RCW 42.36.060 provides: During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

- (1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and
- (2) Provides that a public announcement of the contents of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.



CITY OF KIRKLAND

Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.828.1257
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager **QUASI-JUDICIAL**

From: Eric Shields, AICP, Planning Director
Janice Soloff, AICP, Senior Planner

Date: April 23, 2008

Subject: **CONTINUANCE OF THE BANK OF AMERICA/MERRILL GARDENS APPEAL HEARING, FILE: DRC07-00006, CASE NO. APL08-00001**

**PLEASE BRING THE CITY COUNCIL PACKET INFORMATION
FROM THE APRIL 15, 2008 MEETING WITH YOU.**

RECOMMENDATION

That City Council continue the April 15, 2008 open record hearing of the appeal of the Design Review Board decision on the Bank of America-Merrill Gardens project filed by Citizens for a Vibrant Kirkland (CiViK) to May 6, 2008. At the last meeting, City Council received a presentation from Planning staff, the Design Review Board Chair Jeff Bates, and the appellant (CiViK). City Council determined that no additional written materials would be accepted prior to the May 6, 2008 meeting. Staff recommends that City Council continue the appeal hearing process as outlined below, beginning with a presentation from the applicant SRM Development.

At the conclusion of the open record hearing on the matter, City Council should deliberate on the hearing then direct staff to return to the next regular City Council meeting with a resolution setting forth findings and conclusions that Council can adopt to either:

- Affirm the DRB decision; or
- Reverse the DRB decision; or
- Modify the DRB decision.

Staff recommends that the Council affirm the decision of the DRB.

RULES FOR CITY COUNCIL CONSIDERATION

Standard of Review- Kirkland Zoning Code (KZC) 142.40.11.a

Unless substantial relevant information is presented at the open record appeal hearing that was not considered by the DRB, the DRB decision shall be accorded substantial weight. The City Council may reverse or modify the DRB decision if, after considering all of the evidence in light of the design

Appeal of Bank of America/Merrill Gardens Project *(continued)*
FILE DRC07-00006, CASE APL08-00001
April 23, 2008, Page 2 of 2

regulations, design guidelines, and Comprehensive Plan, the City Council determines that a mistake has been made.

Scope of Review- KZC 142.40.7

The City Council shall only consider the specific elements of the DRB decision that are disputed in the letter of appeal and the City Council may only consider comments, testimony, and arguments on these specific elements.

Participation in and Conduct of Appeal- KZC 142.40.6

Only the following people may participate in the appeal: the applicant (SRM Development, LLC) or its representative; the appellant (CiViK) or its representative; and the Chair of the DRB (Jeff Bates) or his representative. Representatives of the Planning and Community Development Department may present this staff report and answer questions concerning the report and record for the City Council.

Staff recommends that the Appeal Hearing follow this order:

1. Introductory statements by Mayor and City Attorney *(Please repeat)*
2. The Planning and Community Development Department's presentation *(Completed)*
3. The appellant's presentation *(Completed)*
4. The Chair of the Design Review Board's presentation *(Completed)*
5. The applicant's presentation
6. Appellant's opportunity for rebuttal
7. Close of appeal hearing
8. City Council discussion and deliberation on appeal

Written Testimony or Comments

The parties have agreed that testimony will be given in a presentation form rather than a question and answer format. The City Council will have the opportunity to ask questions during or at the conclusion of each presentation. The parties will have the opportunity to ask questions as well.

In addition to memoranda, oral testimony, and arguments submitted by the parties that are within the scope of the appeal, the City Council may consider the DRB decision, written comments received by the DRB, the letter of appeal, written comments submitted after the DRB decision but prior to the appeal hearing, the staff report and presentation, and the DRB Chair's presentation.

Continuation of Hearing- KZC 142.40.10

The City Council may continue the hearing. If the hearing is continued, the Mayor should announce the date, time, and place of the continued hearing.