



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

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AGENDA

KIRKLAND CITY COUNCIL MEETING

City Council Chamber
Tuesday, April 7, 2009
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website www.ci.kirkland.wa.us, at the Public Resource Area at City Hall or at the Kirkland Library on the Friday afternoon prior to the City Council meeting. Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (587-3190) or the City Manager's Office (587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 587-3190, or for TTY service call 587-3111 (by noon on Monday) if we can be of assistance. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

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

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
4. *EXECUTIVE SESSION*
 - a. To Discuss Labor Negotiations
5. *SPECIAL PRESENTATIONS*
6. *REPORTS*
 - a. *City Council*
 - (1) Regional Issues
 - b. *City Manager*
 - (1) 2009 Legislative Update 6
 - (2) Calendar Update
7. *COMMUNICATIONS*
 - a. *Items from the Audience*
 - b. *Petitions*

8. CONSENT CALENDAR

- a. *Approval of Minutes:*
 - (1) March 12, 2009
 - (2) March 17, 2009
 - (3) March 23, 2009
 - (4) April 7, 2009 Special Meeting

- b. *Audit of Accounts:*
 - Payroll \$
 - Bills \$

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.

- c. *General Correspondence*
 - (1) Margaret Carnegie, Chair, North Rose Hill Neighborhood Association, Regarding Pedestrian Improvements Along 124th Avenue N.E
 - (2) Bob Foregrave, Regarding Process for Selecting Members of Advisory Boards and Commissions and About Bicycle Facilities in Kirkland
 - (3) Jim McElwee, Regarding Kirkland First Program
 - (4) Anna Rising, Regarding Contribution Limits for Kirkland City Council Campaigns

- d. *Claims*
 - (1) Hubert G. Moen
 - (2) Steve Poole
 - (3) Anthony Vinella

- e. *Award of Bids*
 - (1) 100th Avenue NE/99th Place NE Sidewalk Project, Langsholt Construction of Monroe, Washington

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

g. *Approval of Agreements*

- (1) Resolution R-4752, Authorizing the City Manager to Execute an Interlocal Agreement Between the Seattle Department of Parks and Recreation, the University of Washington, the Port of Seattle, Chateau Ste. Michelle Winery Estates, the Cities of Bellevue, Kent, Renton, SeaTac, Mercer Island, Mountlake Terrace, Woodinville and Kirkland to Manage Waterfowl

- (2) Collective Bargaining Agreements 2009-2011:
 - (a) Approving Teamster Local Union No. 763 Agreement
 - (b) Approving American Federation of State, County and Municipal Employees (AFSCME) Local #1837 Agreement
- (3) Resolution R-4753, Approving Participation by the City in an Interlocal Agreement with the University of Washington for Intergovernmental Cooperative Purchasing and Authorizing the City Manager to Execute Said Agreement on Behalf of the City of Kirkland

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.

h. Other Items of Business

- (1) Resolution R-4754, Approving and Adopting an Identity Theft Prevention Program
- (2) Ordinance No. 4188, Amending Kirkland Municipal Code Section 21.08.010 Relating to Adoption of the International Building Code By Reference
- (3) Ordinance No. 4189 and its Summary, Relating to Street Banners and Repealing and Reenacting Chapter 19.32 of the Kirkland Municipal Code
- (4) Approving Additional Funds for Legal Fees for Telecommunications Legislation
- (5) Resolution R-4755, Relating to the Kirkland Cultural Council

PUBLIC HEARINGS are held to receive public comment on important matters before the Council. You are welcome to offer your comments after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment and the Council proceeds with its deliberation and decision making.

9. PUBLIC HEARINGS

- a.* Police Grants – Approve Application for Funding of the Edward Byrne Memorial Justice Assistance Grant

10. UNFINISHED BUSINESS

- a.* Awarding Bid for the Rose Hill Meadows Park Development Project to Construction International, Inc., Kirkland, Washington
- b.* Ordinance No. 4190 and its Summary, Relating to Limitations on Contributions for City Council Campaigns and Creating a New Chapter 3.12 of the Kirkland Municipal Code

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

11. NEW BUSINESS

- * *a.* Resolution R-4756, Approving the Issuance of a Process IIB Permit as Applied for in Department of Planning and Community Development File No. ZON08-00020 by Steve Sankey of Northwest University Being Within a Planned Area 1 Zone, and Setting Forth Conditions to Which Such Process IIB Permit Shall be Subject

- b.* Ordinance No. 4191, Amending Chapter 21.08 of the Kirkland Municipal Code Relating to the Expiration of Building and Land Surface Modification Permits

12. EXECUTIVE SESSION

- a.* To Review the Performance of a Public Employee

13. ANNOUNCEMENTS

14. ADJOURNMENT


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: Erin J. Leonhart, Intergovernmental Relations Manager
Date: March 27, 2009
Subject: 2009 LEGISLATIVE UPDATE 6 – APRIL 7, 2009

As of the April 7th Council meeting, the 2009 Legislative Session will be in its 13th week. The fourth legislative cutoff date, when bills must have progressed out of the policy committee in the opposite legislative body, is March 30th, with the exception of bills that are "Necessary to Implement the Budget." This is an update on the City's interests as of March 27th. A matrix with the current status of topics on the legislative agenda will be available at the Council meeting.

Attached is a memorandum from the Transportation Commission about METRO transit budget issues.

COUNCIL LEGISLATIVE COMMITTEE 3/16

The Council Legislative Committee met with Mike Ryherd on March 16th to discuss the status of bills just after the third cutoff. The primary topics of conversation were:

- Regulating House-Banked Social Card Rooms (HB2162) – This bill did not make the third cutoff. Mike shared the Speaker of the House's concerns as expressed by Speaker Chopp's staff. Mike suggested that interested local governments work with Rep. Springer during the interim period (starting in May) to develop legislation that meets local government interests.
- Community Revitalization Funding (2SSB5045) & Local Infrastructure Financing Tool (ESSB5901) – These infrastructure bills are consistent with Kirkland's Legislative Agenda and are scheduled for public hearing on March 16th. Action: Mike sign in support on Kirkland's behalf.
- Annexation (ESSB5321 & ESSB5808) – These two annexation bills are still alive after the third cutoff. ESSB5321 extends the sales tax credit to a new commencement period and 5808 builds upon the existing Interlocal method of annexation. AWC is contemplating an amendment to 5808 from the House version of the bill (HB2020) that did not make cutoff. Action: Continue watching both bills.
- Three-feet Passing Distance (HB1491) and Alternate Student Transportation (SHB1793) – These two non-motorized bills made the third cutoff and have been referred to the Senate Transportation Committee. There are no public hearings scheduled yet. Action: Mike will monitor and sign in support at hearings.
- JDF Grant Update – Mike reported on separate follow up meetings he, Rep. Springer and Rep. Goodman had with Rep. Dunshee (House Capital Budget Chair) last week. Things are looking favorable to reappropriate the funding and change the name to reflect the move from Totem Lake. Action: Committee asked Mike to keep working to ensure that Kirkland does not lose the funding and let Erin know if there is anything Kirkland needs to do.

ANNEXATION & KING COUNTY BUDGET ISSUES

Substitute Senate Bill 5321, relating to extending a local sales and use tax for annexation has multiple sponsors, including Senator Tom. This bill passed out of the House Finance Committee with amendments to Rules. Amendments adopted by the House Finance Committee include:

- A city or town with a prohibition or limitation on house-banked social card game licenses that annexes an area that is within a county that permits house-banked social card games may allow a house-banked social card game businesses that existed at the time of annexation to continue

operating if the city or town is authorized to impose a tax under RCW 82.14.415 and can demonstrate that the continuation of the house-banked social card games businesses will reduce the credit against the state sales and use tax as provided in RCW 82.14.415(7). A city or town that allows a house-banked social card game business in an annexed area to continue operating is not required to allow additional house-banked social card game businesses.

- The maximum rate of tax imposed is 0.85 percent for an annexed area in which the population is greater than 10,000 and the area is annexed by a city with a population greater than 400,000. Except for these large cities, the maximum cumulative rate of tax a city may impose under subsection of this section is 0.2 percent for the total number of annexed areas the city may annex. Unless the city commenced annexation of any area prior to January 1, 2010, the maximum cumulative rate of tax a city may impose is 0.3 percent, beginning July 1, 2011.
- The maximum cumulative rate of tax a city may impose is 0.85 percent for the single annexed area the city may annex and the amount of tax distributed to a city shall not exceed five million dollars per fiscal year.

Engrossed Substitute Senate Bill 5808 provides for a new additional method of annexation by interlocal agreement. If a city, the county and fire district serving an area all agree and all participate in a public involvement process, annexations may proceed. This bill also contains provisions involving transfer of fire district employees and assurances that fire and emergency response times (consistent with response times recorded prior to the annexation as defined in the previous annual report for the fire protection district) will be maintained in newly annexed areas at least through the budget cycle, or the following budget cycle if the annexation occurs in the last half of the current budget cycle. This bill passed out of the House Local Government and Housing Committee to Rules.

Substitute House Bill 2249, modifying local government revenue options in King County did not make the third cutoff; however, language from this bill was adopted as an amendment into Second Substitute Senate Bill 5433.

Second Substitute Senate Bill 5433 eliminates anti-supplanting language for county public safety sales and use tax and the multi-year lid lift and allows revenue from the public safety sales and use tax to be used for the additional purpose of fire protection. This bill passed out of the House Finance Committee with amendments to Rules. Amendments adopted by the House Finance Committee include:

- Requires cities and towns within King County to annex large potential annexation areas by January 1, 2015 in order to receive transportation improvement account and public works account grants and loans. If a city or town is located partially in King County, the date would be January 1, 2021.
- Allows cities and towns to impose utility taxes on water-sewer districts until January 1, 2015
- Allows for the creation of a rural infrastructure improvement and public safety (RIPS) district in the unincorporated areas of a county. Allows a RIPS district to impose a tax on utilities until January 1, 2015
- Limits the ferry district property tax rate in King County to 7.5 cents per thousand dollars of assessed value (currently, not to exceed 75 cents per thousand) and authorizes an additional property tax in King County at a rate of 7.5 cents per thousand dollars to fund transit projects
- Requires the state auditor to conduct a performance audit of King County
- Imposes the brokered natural gas use tax at the location where the gas is consumed
- Extends use of Real Estate Excise Tax funds to parks maintenance and operations

CLIMATE CHANGE & ENVIRONMENT

House Bill 1490 establishes land-use and development patterns to achieve and support state and federal greenhouse gas emissions reduction requirements. This bill did not make the third cutoff.

Second Substitute House Bill 1165 and Senate Bill 5279 (Secure Medicine Return Bill) establishes a producer-provided medicine return program that is convenient, safe and secure for residents throughout the state. The Senate Bill did not make the second cutoff and the House bill did not make the third cutoff.

EMINENT DOMAIN

Substitute Senate Bill 5910 and Substitute House Bill 1332 would grant authority of a watershed management partnership (Cascade Water Alliance) to exercise powers of its forming governments, including eminent domain. The Substitute House Bill passed out of the Senate Environment, Water & Energy Committee to Rules. The Substitute Senate Bill did not make the third cutoff.

GAMBLING

Substitute House Bill 2162 permits local jurisdictions to limit the number of house-banked social card games to those locations licensed as of the effective date of the act. This bill did not make the third cutoff.

HOMELESSNESS & HOUSING

Engrossed Substitute House Bill 1956 authorizes churches to host temporary encampments for homeless persons on property owned or controlled by a church. With respect to the efforts of a church to provide housing or shelter to homeless persons, counties, cities, and towns are prohibited from:

- unreasonably interfering with the decisions or actions of a church regarding the location of housing or shelter for homeless persons on property the church owns or controls;
- unreasonably prohibiting or attempting to regulate the housing of homeless persons on church property based upon the property's proximity to a school or day care center; or
- requiring a church to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on church property or otherwise requiring the church to indemnify the municipality against such liability.

This bill passed the House and was referred to the Senate Human Services & Corrections Committee.

INFRASTRUCTURE AND ECONOMIC DEVELOPMENT

Substitute House Bill 5045 provides that local governments may finance public improvements using local revitalization financing. Local revitalization financing is the use of bond financing to pay for public improvements within a designated area and the use of increased local property tax revenues and increased sales and use tax revenues from within that locally defined area to pay off the bonds. Permissible public improvements are expanded beyond those allowed for Community Revitalization Financing to include bridges, rail, landscaping, environmental remediation, and utility infrastructures. This bill was amended and passed out of the House Community & Economic Development & Trade Committee to Rules. House amendments authorize a Local Infrastructure Financing Tool (LIFT) competitive process in 2009 for cities with populations under 300,000.

Substitute House Bill 1744 allows, until June 30, 2012, proceeds from a locally-imposed real estate excise tax (REET) to be used for park maintenance and operation expenditures. This bill did not make the third cutoff.

Substitute House Bill 1591 clarifies the use of Transportation Benefit District (TBD) funds and projects. Authorizes TBD's to impose a voter-approved sales & use tax beyond the 10-year limitation, but not to exceed 30 years, without seeking additional voter approval if the sales & use taxes are dedicated to the repayment of general obligation bonds. This bill did not make the third cutoff.

NON-MOTORIZED TRANSPORTATION

Substitute House Bill 1403 requires vehicle-activated traffic control devices to routinely and reliably detect motorcycles and bicycles, subject to availability of funds appropriated. This bill did not make the third cutoff.

House Bill 1491 requires that vehicles passing pedestrians & bicycles allow a minimum distance of three feet. This bill has multiple sponsors including Rep. Goodman. This bill passed the House and was referred to the Senate Transportation Committee.

Substitute House Bill 1793 addresses alternative student transportation. The Substitute House Bill:

- Places the Washington State Department of Transportation (WSDOT) Safe Routes to Schools Program (Program) in statute and establishes the Program's grant application guidelines; and
- Requires the WSDOT to provide information, resources, training, and grant evaluation.

This bill has multiple sponsors including Representatives Goodman and Eddy. This bill passed out of the House and was referred to the Senate Transportation Committee.

Attachment: Memorandum from the Transportation Commission

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

To: Kirkland City Council

From: Transportation Commission, Jon Pascal Chair

Date: March 26, 2008

Subject: METRO SERVICE CHANGES

At our March 25 meeting, the Transportation Commission received a presentation from David Hull, Transit Planning Supervisor at King County Metro. The purpose of the presentation was to update the Commission on budget issues at Metro and Metro's plans for potential service cuts in response to reduced sales tax revenue.

Mr. Hull gave a very complete presentation including system performance, current financial situation and the options for changing the way service is delivered. In particular, we found it interesting to learn that Metro has a process planned over the next few months that will include evaluating different scenarios for reducing service—if funding cannot be found to balance reductions in sales tax revenue—and then for working with local elected officials and the public to choose the best course of action.

We understand that the Public Issues Committee of the Suburban Cities Association is considering a recommendation to retain the existing policies for reducing service. This would cut service in proportion to where service currently exists. Such a policy would mean cuts would be allocated 62% in the west subarea, 21% in the south subarea and 17% in the east subarea.

The Transportation Commission feels that it would be premature to endorse such a policy at this time. From the information presented at our meeting, it seems that the revenue shortfall may be a short term problem and strategic cuts rather may be more appropriate than a large system restructuring. Second, using a strategy such as preserving core routes may be of more benefit to Kirkland transit riders. Finally, this is a fairly complicated issue and decision makers would benefit from having more information, the kind of information that Metro is planning to present this summer, before making a decision about how service should be reduced.

The Transportation Commission plans on following this issue, it is one of interest to our members and suited to our expertise.

KIRKLAND CITY COUNCIL SPECIAL MEETING

Minutes

March 12, 2009

1. CALL TO ORDER

Mayor Lauinger called the Special Meeting of the Kirkland City Council to order at 6:30 p.m.

2. ROLL CALL

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

3. YOUTH MEMBER INTERVIEWS

- a. Morgan Hopper (Library Board, Transportation Commission)
- b. Maggie Lehr (Human Services Advisory Committee, Park Board, Transportation Commission)
- c. Harry Paterra (Library Board, Transportation Commission)
- d. Nicholas Peder (Human Services Advisory Committee)
- e. Emma Tremblay (Library Board)

4. DESIGN REVIEW BOARD INTERVIEWS

- a. Carter Bagg
- b. Noriko Marshall
- c. Braden Kopp

5. HUMAN SERVICES ADVISORY COMMITTEE INTERVIEWS

- a. Jo Ann Geer
- b. Margit Moore
- c. Alex Peder
- d. Karen Turner

6. LIBRARY BOARD INTERVIEWS

- a. Mirza Avdic
- b. William Kelly

7. PARK BOARD INTERVIEWS

- a. William Kelly
- b. Shelly Kloba
- c. Andrew Roberts
- d. John Smiley

8. PARKING ADVISORY BOARD INTERVIEWS

- a. Jack Wherry
- b. Mike Miller

9. PLANNING COMMISSION INTERVIEWS

- a. Byron Katsuyama
- b. Jay Arnold
- c. Shane Snipes

10. TRANSPORTATION COMMISSION INTERVIEW

- a. Bill Dunlap
- b. Bob Forgrave
- c. Dorothy Guth
- d. William Hickey
- e. Mike Miller
- f. Tom Neir

11. SELECTION AND APPOINTMENT OF DESIGN REVIEW BOARD, HUMAN SERVICES ADVISORY COMMITTEE, LIBRARY BOARD, PARK BOARD, PARKING ADVISORY BOARD, PLANNING COMMISSION AND TRANSPORTATION COMMISSION MEMBERS

Councilmember Asher moved to appoint Morgan Hopper to a two year term ending 3/31/2011 on the Transportation Commission. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Maggie Lehr to a two year term ending 3/31/2011 on the Park Board. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Harry Paterra to a two year term ending 3/31/2011 on the Library Board. Councilmember Burleigh seconded the motion, which passed unanimously.

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Councilmember Asher moved to appoint Nicholas Peder to a two year term ending 3/31/2011 on the Human Services Advisory Committee. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to select Emma Tremblay as an alternate youth appointee to the Library Board should an additional vacancy arise on the Board within the next twelve months. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to reappoint Carter Bagg and Noriko Marshall to four year terms ending 3/31/2013 on the Design Review Board. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Jo Ann Geer and Karen Turner to four year terms ending 3/31/2013 on the Human Services Advisory Committee. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Mirza Advic to a four year term ending 3/31/2013 on the Library Board, and to select William Kelly as an alternate appointee should an additional vacancy arise on the Board within the next six months. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Shelley Kloba and John Smiley to four year terms ending 3/31/2013 on the Park Board, and to select Andrew Roberts as an alternate appointee should an additional vacancy arise on the Board within the next six months. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to reappoint Jack Wherry to a four year term ending 3/31/2013 on the Parking Advisory Board. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to reappoint Byron Katsuyama and to appoint Jay Arnold to four year terms ending 3/31/2013 on the Planning Commission. Councilmember Burleigh seconded the motion, which passed unanimously.

Councilmember Asher moved to appoint Mike Miller and Tom Neir to four year terms ending 3/31/2013 on the Transportation Commission. Councilmember Burleigh seconded the motion, which passed unanimously.

11. ADJOURNMENT

The March 12, 2009 Special Meeting of the Kirkland City Council was adjourned at 9:40 p.m.

City Clerk

Mayor



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
March 17, 2009

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. Joint Meeting with Planning Commission and Planning Work Program

Joining Councilmembers for this discussion in addition to City Manager Dave Ramsay were Director of Planning and Community Development Eric Shields, Deputy Director of Planning and Community Development Paul Stewart, and Planning Commission members Ray Allshouse, Matthew Gregory, Carolyn Hayek, Karen Tennyson, Vice Chair Andy Held and Chair Byron Katsuyama.

4. EXECUTIVE SESSION

None.

5. SPECIAL PRESENTATIONS

a. Special Recognition - Gary Zwick, Public Works Department

b. Cascade Water Alliance, Chief Executive Officer Chuck Clarke

c. Green Tips

Central Houghton Neighborhood Association Chair Lisa McConnell shared information on Community Wildlife Habitat.

6. REPORTS

a. City Council

(1) Regional Issues

City Councilmembers shared information regarding a recent Suburban Cities Association Board meeting; Countywide Solid Waste planning meeting; Lake Washington School Board meeting; Suburban Cities Association Public Issues meeting transit topics; Sound Move U-Link Groundbreaking ceremony; Sound Transit 2 East Link tour; King Conservation District Advisory Board election; Eastside Transportation Partnership appointment; and the addition of a Council retreat topic discussing potential annexation.

Motion to Approve Eastside Transportation Partnership appointment of Joan McBride

Moved by Councilmember Mary-Alyce Burleigh, no second required
Vote: Motion carried 7-0

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

b. City Manager

(1) 2009 Legislative Status Report 5

(2) Calendar Update

7. COMMUNICATIONS

a. Items from the Audience

Anna Rising, 751 8th Street South, Kirkland, WA
Dorothy Guth, 716 2nd Street, Kirkland, WA
Bob Kamuda, 11615 NE 90th Street, Kirkland, WA
Jim McElwee, 12907 NE 78th Place, Kirkland, WA
Bea Nahon, 129 3rd Avenue, Kirkland, WA

b. Petitions

None.

8. CONSENT CALENDAR

a. Approval of Minutes: March 3, 2009

b. Audit of Accounts:

Payroll \$ 2,085,132.59
Bills \$ 2,436,746.20
run #810 check #'s 506678 - 506849
run #811 check #'s 507018 - 507024
run #812 check #'s 506850 - 507017

c. General Correspondence

(1) Ron Parker, Regarding Purchasing from Local Firms

(2) Brendan Read, Regarding Environmental Impact Statement for Sound Transit East Link Project

A slight change was requested to the draft response.

d. Claims

(1) Seija Linnee-Matthews

e. Award of Bids

(1) Supply Station No. 2 Improvements Project, Award Construction, Inc. (ACI) of Ferndale, Washington - Award Bid and Approve Additional Funding

This item was pulled from the Consent Calendar for consideration under Unfinished Business as item 10.f.

f. Acceptance of Public Improvements and Establishing Lien Period

(1) Slater Avenue NE/NE 100th Street Crosswalk Improvement Project

g. Approval of Agreements

(1) Resolution R-4750, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF MERCER ISLAND ENTITLED "COMMUNICATIONS SERVICES AGREEMENT BETWEEN THE CITIES OF KIRKLAND AND MERCER ISLAND.""

h. Other Items of Business

(1) Ordinance No. 4187, entitled "AN ORDINANCE OF THE CITY OF

KIRKLAND AMENDING THE BIENNIAL BUDGET FOR 2009-2010."

This item was pulled from the Consent Calendar for consideration under Unfinished Business as item 10.g.

(2) City Ministries Affordable Housing Agreement

(3) Surplus Vehicles for Sale

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>VIN/Serial Number</u>	<u>License #</u>	<u>Mileage</u>
A01-03	2001	Ford Crown Victoria	2FAFP71WX1X181361	34106D	91,854
P05-01	2005	Ford Crown Victoria	2FAHP71W35X150743	39478D	72,124
P03-11	2003	Ford Crown Victoria	2FAHP71WX3X216024	36374D	71,423
TR-06A	1998	Case 580SL Backhoe (4x2)	JJG0268714	26112D	3558 Hrs.

(4) Report on Procurement Activities

Motion to Approve the Consent Calendar with the exception of items 8.e.(1). and 8.h.(1)., which were pulled for discussion under Unfinished Business, and with a small change to the draft response for item 8.c.(2).

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

None.

10. UNFINISHED BUSINESS

- a. Resolution R-4749, Approving the Transmittal of Notice of Intention to the King County Boundary Review Board for the Proposed Bridle View Annexation in Accordance with its Procedures, as to the Area Described in the Petitions to Annex Filed with the City, By Owners of Not Less than Sixty Percent in Assessed Value of the Property for Which Annexation is Sought

Motion to Approve Resolution R-4749, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE TRANSMITTAL OF NOTICE OF INTENTION TO THE KING COUNTY

BOUNDARY REVIEW BOARD FOR THE PROPOSED BRIDLE VIEW ANNEXATION IN ACCORDANCE WITH ITS PROCEDURES, AS TO THE AREA DESCRIBED IN THE PETITIONS TO ANNEX FILED WITH THE CITY, BY OWNERS OF NOT LESS THAN SIXTY PERCENT IN ASSESSED VALUE OF THE PROPERTY FOR WHICH ANNEXATION IS SOUGHT."

Moved by Councilmember Dave Asher, seconded by Councilmember Bob Sternoff

Vote: Motion carried 7-0

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

b. Orni Private Amendment Request:

(1) Ordinance No. 4184 and its Summary, Relating to Comprehensive Planning and Land Use and Amending the Comprehensive Plan, Ordinance 3481 as Amended, to Implement Changes to the Planned Area 5 Section of the Moss Bay Neighborhood Plan, and the Moss Bay Neighborhood Land Use Map, and Approving a Summary for Publication, File No ZON07-00012

Motion to Approve Ordinance No. 4184 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO COMPREHENSIVE PLANNING AND LAND USE AND AMENDING THE COMPREHENSIVE PLAN, ORDINANCE 3481 AS AMENDED, TO IMPLEMENT CHANGES TO THE PLANNED AREA 5 SECTION OF THE MOSS BAY NEIGHBORHOOD PLAN, AND THE MOSS BAY NEIGHBORHOOD LAND USE MAP, AND APPROVING A SUMMARY FOR PUBLICATION, FILE NO ZON07-00012."

Moved by Councilmember Dave Asher, 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.

(2) Ordinance No. 4185 and its Summary, Relating to Comprehensive Planning and Land Use and Amending the Kirkland Zoning Code (Title 23 of the Kirkland Municipal Code) Use Zone Chart in Chapter 60 and the Kirkland Zoning Map, Ordinance 3710 as Amended, and Approving a Summary for Publication, File No ZON07-00012

Motion to Approve Ordinance No. 4185 and its Summary, entitled "AN

ORDINANCE OF THE CITY OF KIRKLAND RELATING TO COMPREHENSIVE PLANNING AND LAND USE AND AMENDING THE KIRKLAND ZONING CODE (TITLE 23 OF THE KIRKLAND MUNICIPAL CODE) USE ZONE CHART IN CHAPTER 60 AND THE KIRKLAND ZONING MAP, ORDINANCE 3710 AS AMENDED, AND APPROVING A SUMMARY FOR PUBLICATION, FILE NO ZON07-00012."

Moved by Councilmember Dave Asher, 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.

(3) Ordinance No. 4186 and its Summary, Relating to Land Use and Planning; Establishing a Planned Action for an Area in the Moss Bay Neighborhood Generally Located East of 6th Street, and North of Kirkland Way Pursuant to the State Environmental Policy Act, RCW 43.21C.031

Motion to Approve Ordinance No. 4186 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE AND PLANNING; ESTABLISHING A PLANNED ACTION FOR AN AREA IN THE MOSS BAY NEIGHBORHOOD GENERALLY LOCATED EAST OF 6TH STREET, SOUTH OF CENTRAL WAY/NE 85TH STREET, WEST OF 10TH STREET, AND NORTH OF KIRKLAND WAY PURSUANT TO THE STATE ENVIRONMENTAL POLICY ACT, RCW 43.21C.031."

Moved by Councilmember Dave Asher, 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.

Council recessed for a short break.

c. Kirkland City Council Policies and Procedures

Council provided direction that staff return with key issues to be addressed and suggestions for format and process.

d. Downtown Maintenance Pilot Program

Motion to Approve the Downtown Maintenance Pilot Program

Moved by Councilmember Jessica Greenway, 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.

e. Bank of America Project Review Process

Motion to hire legal counsel in an amount not to exceed \$10,000 to provide an examination of the Bank of America process review and reviewing the staff memo and attachment presented tonight for issues that will be developed after interviewing each of the Councilmembers.

Moved by Councilmember Dave Asher, seconded by Councilmember Jessica Greenway

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.

f. Supply Station No. 2 Improvements Project, Award Construction, Inc. (ACI) of Ferndale, Washington - Award Bid and Approve Additional Funding

This item was pulled from the Consent Calendar for consideration.

Motion to award the contract for the Supply Station No. 2 Improvements Project to Award Construction in the amount of \$111,893.95 and authorize the use of \$54,000 from the water/sewer capital contingency fund.

Moved by Councilmember Dave Asher, seconded by Councilmember Bob Sternoff

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.

g. Ordinance No. 4187, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING THE BIENNIAL BUDGET FOR 2009-2010."

This item was pulled from the Consent Calendar for consideration.

Motion to Approve Ordinance No. 4187, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING THE BIENNIAL BUDGET FOR 2009-2010."

Moved by Councilmember Dave Asher, 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.

11. NEW BUSINESS

a. Cultural Council Terms

Cultural Councilmember G.G. Getz reviewed the Council's background and proposed revisions to membership terms and structure. The City Council directed that staff should return with a resolution for City Council consideration incorporating the changes.

Motion to change the Cultural Council terms to four year staggered terms and accept the staff recommendation that the terms will end of on March 31 of the applicable year, and to extend the terms of current founding members by two years.

Moved by Councilmember Dave Asher, seconded by Councilmember Tom Hodgson

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.

b. Growth Targets Updates

Planning and Community Development Director Eric Shields presented information on the process for updating housing and job growth targets.

c. Off-leash Areas Within the City of Kirkland Park System

Council agreed that the Park Board could continue to explore and identify opportunities or alternatives for off-leash areas and return with a recommendation at a future council meeting.

d. Kirkland Buy Local Steering Committee

This item was added for discussion following an earlier item from the audience.

12. ANNOUNCEMENTS

None.

13. ADJOURNMENT

The Kirkland City Council regular meeting of March 17, 2009 was adjourned at 11:13 p.m.

City Clerk

Mayor



CITY OF KIRKLAND CITY COUNCIL

Council Meeting: 04/07/2009
Agenda: Approval of Minutes
Item #: 8. a. (3).

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

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AGENDA KIRKLAND CITY COUNCIL MOSS BAY NEIGHBORHOOD SPECIAL COUNCIL MEETING

Heritage Hall
203 Market Street

Monday, March 23, 2009
7:00 – 8:45 p.m.

- 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 – Neighbors and City Council
- A. Budget Update – Mayor James Lauinger
 - B. Key Issues Update – City Councilmembers
- 8:15 – 8:45 p.m. C. General Discussion and Questions from Audience
- 8:45 p.m. IV. Adjourn

Mayor James Lauinger called the March 23, 2009 Special Council meeting to order at 7:05 p.m. The following members of the City Council were present: Mayor James Lauinger, Deputy Mayor Joan McBride, Councilmembers Dave Asher, Mary-Alyce Burleigh, Jessica Greenway, Tom Hodgson, and Bob Sternoff.

The Kirkland City Council special neighborhood meeting was adjourned at 8:45 p.m.

City Clerk

Mayor

**CITY OF KIRKLAND**

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

MEMORANDUM

To: David Ramsay, City Manager

From: Daryl Grigsby, Public Works Director
Ray Steiger, P.E., Capital Projects Manager

Date: March 26, 2009

Subject: MARGARET CARNEGIE CORRESPONDENCE – 124TH AVE N.E. WALK ROUTE

RECOMMENDATION:

It is recommended that City Council approve the attached response letter to Margaret Carnegie, Chair of the North Rose Hill Neighborhood Association.

BACKGROUND DISCUSSION:

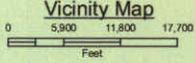
Ms. Carnegie has written to the City on behalf of the North Rose Hill Neighborhood Association expressing the neighborhood's desire and support for pedestrian improvements along 124th Ave N.E. Specifically, they are asking the City to consider the completion sidewalks within walking distance of Mark Twain School and Costco (Attachment A) as a high priority in the CIP process.

Since its annexation into the City of Kirkland in 1988, a number of improvements have been made in the North Rose Hill Neighborhood including parks, roadways, facilities (Fire Station #26) and utilities. Pedestrian amenities remain one of the most highly sought improvements in North Rose Hill and throughout Kirkland; currently the City provides a little over \$1,000,000 annually for sidewalk and bicycle improvements throughout the City in the Capital Improvement Program. Many additional pedestrian facilities are provided by private development. In the North Rose Hill neighborhood 124th Ave N.E. provides an excellent example of how this combination of sources is building the pedestrian network. The recently adopted Active Living Transportation Plan emphasizes the continued development of safe and available pedestrian facilities with higher priority given for improvements near destinations and trip generation locations such as schools, parks and commercial areas (Attachment B).

The 2009-2014 CIP does not specifically identify sidewalk projects along 124th Ave N.E., however they are included in the unfunded roadway improvements planned along 124th Ave N.E. Additionally, sidewalks *are* being constructed between NE 85th Street and NE 90th Street along 124th Ave N.E. with the N.E. 85th Street Improvement project that will commence with underground utility conversion this year – sidewalk and intersection improvement construction will follow in 2010. Additional sidewalk improvements are identified in the unfunded CIP transportation list included NM-0026 and NM-0056, and NM-0037, which will provide for sidewalks along NE 90th Street near Costco and 130th Ave near Mark Twain Elementary respectively. Based on future funding and prioritization, these improvements are planned by the City.

Attachments: A - Vicinity Map
B – Active Living Transportation Plan Exhibit
C – Pedestrian Facility Investment by Neighborhood
Ms. Carnegie Letter
Draft response

North Rose Hill Pedestrian facilities



Map Legend

Street Centerlines

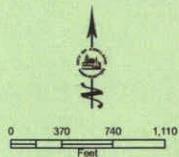
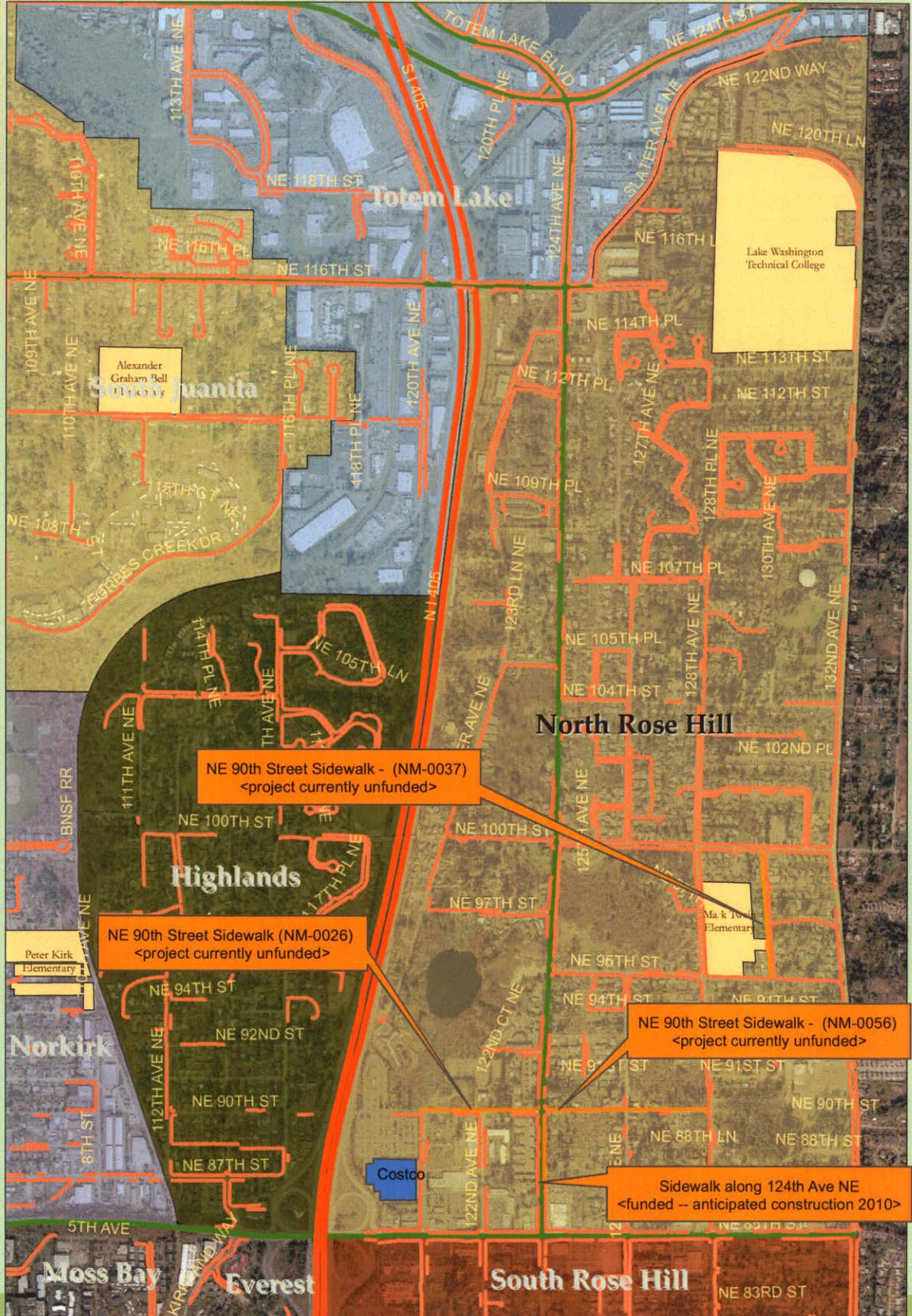
- Principal Arterial
- Interstate
- Sidewalk inventory

Schools

- Schools

Neighborhoods

- Highlands
- Norkirk
- North Rose Hill
- South Juanita
- South Rose Hill
- Totem Lake

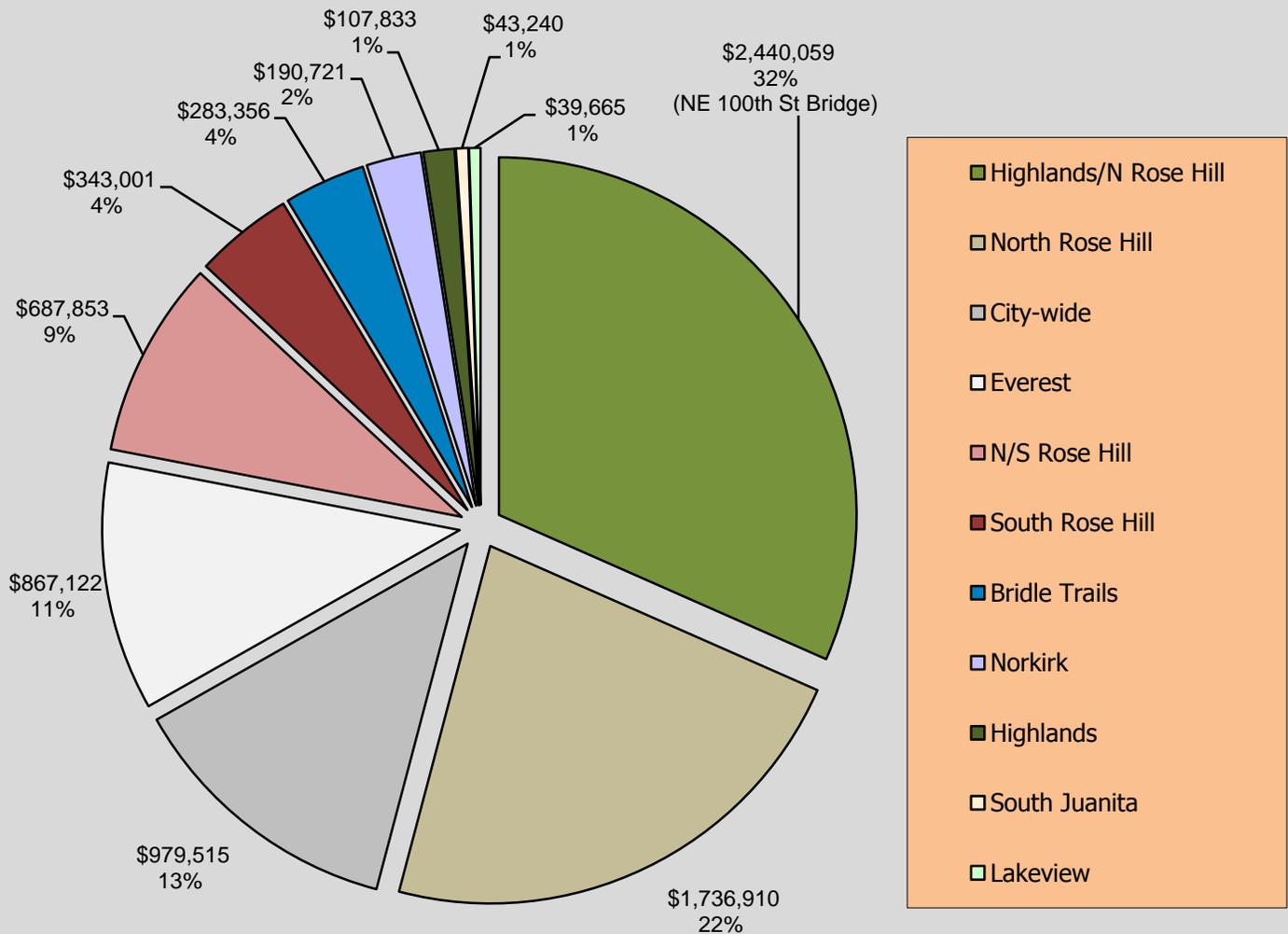


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Table 10 Relative weighting between and within destination types.

<i>Destination</i>	<i>Relative weighting within destination by type</i>				<i>Total % weighting for destination</i>
<i>Schools</i>	One school		Shared campus		30%
	$\frac{1}{8}$ mile or closer	between $\frac{1}{4}$ and $\frac{1}{8}$ mile	$\frac{1}{8}$ mile or closer	between $\frac{1}{4}$ and $\frac{1}{8}$ mile	
	1.25	1.00	1.30	1.10	
<i>Transit</i>	Peak hour		All-day		20%
	$\frac{1}{8}$ mile or closer	Between $\frac{1}{4}$ and $\frac{1}{8}$ mile	$\frac{1}{8}$ mile or closer	Between $\frac{1}{4}$ and $\frac{1}{8}$ mile	
	0.95	0.75	1.25	1.00	
<i>Parks and Commercial areas (counted separately)</i>	$\frac{1}{8}$ mile or closer	Between $\frac{1}{4}$ and $\frac{1}{8}$ mile	Not used, only one type		Parks 30%
	1.25	1.00			Commercial areas 20%

Allocation of sidewalk CIP Investment* per neighborhood (1997 - 2007)



***Total Transportation expenditures (1997-2007) = \$43.5M**
Total Sidewalk investment (1997 -2007) = \$7.7M

Margaret Carnegie, Chair
North Rose Hill Neighborhood Association
11259 126th Ave. N.E.
Kirkland, WA 98033

March 10, 2009

Ray Steiger, Kirkland Public Works
City Council Members

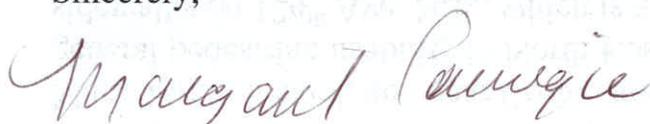
Mr. Steiger and Council Members, I'm writing this letter on behalf of North Rose Hill citizens.

In the spring of 2008, the North Rose Hill Neighborhood Association conducted an online survey. In the section on Safety, sidewalks (or lack of) were considered a serious problem by 30% and a minor problem by 34%. In a related category, 47% of respondents considered speeding/traffic a minor problem and 19% considered it a serious problem. To summarize in another way, 2/3 of respondents consider sidewalks and traffic issues a problem. As a result of this survey and other more informal discussions at neighborhood meetings, completed sidewalks along 124th Ave. N.E., within walking distance of Mark Twain School, and near Costco are considered important for safety and general pedestrian usability in North Rose Hill. As a result, we want to make sure sidewalks on 124th Ave. N.E., which is a principal arterial, is a top priority for the Capital Improvement Program.

The neighbors could become more active participants in non-motorized/active transportation if they felt safe walking on 124th Ave. N.E. to get to destinations both in and out of the neighborhood with safe sidewalks. There are those who feel the North Rose Hill Neighborhood doesn't get the deserved support it needs to catch up with the quality of other neighborhoods. There are those who believe the neighborhood was better supported before annexation.

Again, acknowledging the current financial situation of the City of Kirkland, we do look forward to having safe walking conditions on 124th Ave. N.E. by having a complete sidewalk system on this principal arterial in the very near future and encourage you to make this happen.

Sincerely,



Margaret Carnegie

DRAFT

April 8, 2009

Margaret Carnegie, Chair
North Rose Hill Neighborhood Association
11259 126th Ave. N.E.
Kirkland, WA 98033

Dear Ms. Carnegie:

Thank you for your recent letter in support of non-motorized improvements along 124th Ave N.E. in the North Rose Hill neighborhood. We continue to be reminded that available and safe walking facilities remain as one of Kirkland's highest held priorities both by the community and by the City Council. The benefits of providing safe walking facilities for personal health, the environment, and for building community are clear, and the Council's financial commitment in this area remains high.

The recently adopted "Active Transportation Plan", now the City's third version of our non-motorized comprehensive plan, articulates the community's policies, programs, and goals in one document which allows us to focus on investing limited resources where they can best benefit pedestrians and bicycles. Consistent with our past prioritization process, the Active Transportation Plan, emphasizes the importance of having facilities along principal arterials such as 124th Ave N.E., and in the immediate vicinity of community destinations such as elementary schools and commercial areas (such as Mark Twain Elementary and Costco).

Beginning this year, we will be undertaking construction on the NE 85th Street corridor improvements and with those improvements will come completed sidewalks on 124th Ave NE between NE 85th Street and NE 90th Street. Other anticipated projects in North Rose Hill include sidewalks along NE 90th Street from Costco to 128th Ave NE, and sidewalks along 130th Ave NE adjacent to Mark Twain Elementary; although unfunded in the Capital Improvement Program at this time, the City continues to seek external grant funding as a revenue source and development projects will continue to provide components of the pedestrian network. Although the current CIP won't be reconsidered until the fall of 2010, we will retain your support letter in our records.

Your neighborhood's support for these specific improvements is essential for their funding and allows staff to verify that the current prioritization system is consistent with the community's overall goals. Again, thank you for your comments and interest in this issue.

Sincerely,
KIRKLAND CITY COUNCIL

James L. Lauinger, Mayor

Cc: Ray Steiger, P.E., Capital Projects Manager



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: March 26, 2008

Subject: CORRESPONDENCE FROM MR. BOB FOREGRAVE

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign a letter of response to Mr. Foregrave who wrote to comment on the process for selecting members of advisory boards and commissions and about bicycle facilities in Kirkland.

BACKGROUND DISCUSSION:

While Mr. Foregrave is complementary of the process used to select members of Transportation Commission, he wonders how he can pursue his desire for improved bicycle lanes.

On March 2, 2009 the Active Transportation Plan was adopted by Council, and ideas for bicycle facilities are part of that plan. As the body that was responsible for preparing the plan, the Transportation Commission would be a logical place for new ideas on bicycle facilities to be reviewed.

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

From: Bob Forgrave [mailto:bob@forgrave.net]
Sent: Sunday, March 15, 2009 3:22 PM
To: James Lauinger
Cc: KirklandCouncil; David Godfrey
Subject: Thanks, and next step

Mr. Lauinger and city council, thank you for spending a long evening Thursday night personally interviewing the many candidates for various commissions, including a half-dozen for the Transportation Commission. I was impressed by how the interviews were conducted, the quality of the other interviewees I spoke with in the lobby, and with our mayer personally contacting every applicant, successful or not, to offer encouragement. This was a class operation all around.

While I appreciate the easy let down and suggested availability of other city opportunities to get involved, I want to be very clear about one thing. My interest is not in finding more outlets for my volunteer energy, but in the long and critical struggle to finally make Kirkland a safe and connected city for biking. By lowering our standards of a city-approved bike route to something that intermingles bikes and cars on busy roads by design, sometimes on both sides of the bike and especially at intersections, we have put both the city and its residents at great risk. Until we fix this approach, with new standards that create safe biking corridors to connect the city as part of a prudent risk-management plan, it is hard for any alternate transportation plan to be taken credibly in a logistically fragmented, auto-centric city.

A quick look at the community comments from the biking survey validates this position. Listed bad areas were all over the city, including many routes listed in the ATP as bike commuting routes, and crossing I-405 was the #1 issue. By far the top three good areas were areas where bike pelotons routinely band together for security (Market Street and Lake Washington) and "outside Kirkland." This situation won't be fixed by more paint and stencils. If we really want to make a difference, before a high-profile accident and city-named lawsuit forces the issue publicly, it will take a systemic change in our bicycle route safety standards.

My question now is, what is the next step? If I am not helping to encourage change from within the Transportation Commission, then I must do so as an outsider, preferably in a way that dovetails positively with city planning. But as an outsider, I need your guidance to explain what that positive process would be.

Sincerely,
Bob Forgrave

P.S. Simply dropping my comments into the ATP isn't the answer here. If it were, I wouldn't have needed to volunteer for four years on a commission.

April 8, 2009

D R A F T

Bob Foregrave
10925 128th PL NE
Kirkland, WA 98033

Dear Mr. Foregrave:

Thank you for your email regarding your application for the Transportation Commission and your comments about bicycle facilities. It is gratifying to hear your opinions of our recruiting procedures and the City is fortunate to have so many qualified people that are willing to donate their time through service on advisory boards and commissions.

Perhaps the best next step in order to advance your ideas for bicycle facilities would be to present them to the Transportation Commission. If you have some specific examples of how and where your ideas could be implemented that would be most helpful. As you point out, the City Council recently adopted a new Active Transportation Plan, a part of which addresses on street bicycle lanes. It is never too late to suggest good ideas. The Transportation Commission is open to the adoption of new practices that can improve cycling in Kirkland. The Commission generally meets on the fourth Wednesday of the month at 6:00 at Kirkland City Hall. In the mean time, your email and this letter will be forwarded to the Commission.

The City Council appreciates your thoughts and interest in boards and commissions and in improving cycling. Please contact David Godfrey, Transportation Engineering Manager at (425)587-3865 or dgodfrey@ci.kirkland.wa.us if you have further questions on this or other transportation matters affecting Kirkland.

Sincerely,

Kirkland City Council

By 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: Marilynne Beard, Assistant City Manager

Date: March 30, 2009

Subject: RESPONSE TO LETTER FROM JIM MCELWEE

RECOMMENDATION:

City Council approve the attached draft letter in response the Mr. Jim McElwee's email regarding the Kirkland First partners committee leadership.

BACKGROUND:

The City Council received an email from Jim McElwee concerning his comments about the Kirkland First program that were presented under "Items from the Audience" at the March 17 Council meeting. Staff worked with Mayor Lauinger to develop a response from the Council.

Date: March 23, 2009
To: Kirkland City Council
From: Jim McElwee
12907 NE 78th Place, Kirkland 98033
Subject: McElwee comments at City Council Meeting Tuesday, March 17, 2009

I addressed the City Council at your regular meeting of Tuesday March 17, 2009 under Item 7.a Items from the Audience. Following my comments Councilmember Burleigh asked some rather pointed questions of me, and an item 11.d “Kirkland Buy Local Steering Committee” was added to the agenda to discuss my commentary. I am addressing here some of the salient points raised by Councilmember Burleigh and some other Council members.

No attack on Mallory

Contrary to implications by some of the Council Members in your subsequent discussion of my comments during Item 11.d, I did not attack Mr. Larry Mallory. I stated that choosing him to lead the program showed poor judgement on the part of the City Administration. The City Manager’s prior experience in the Honda of Kirkland rezone and his numerous discussions with neighborhood leaders regarding the conduct and consequences of that matter, including recent facilitated meetings with South Rose Hill/Bridle Trails neighborhood leaders, three Council members and several Staff members, should have provided him with more than adequate knowledge of the consequences of making the current choice.

Mea culpa for protecting the innocent

I may have stepped beyond the normal bounds of decorum in publicly calling out the City Manager’s failure to counsel or mentor his direct report, the Economic Development Manager, regarding the Kirkland First leadership selection. If so, mea culpa, but I have found in my not-insignificant years of living that using euphemisms and providing only indirect references to points of conflict permit responsible parties to deflect blame onto others of lesser position such as a direct report. I am very conscious of the fact that the Economic Development Manager was not part of the City Administration during the Honda of Kirkland rezone and that she probably did not have the knowledge base to appreciate the consequences of choosing this particular leader of the Kirkland First program. I fully accept the responsibility for my actions in protecting an innocent party. I will not apologize for that.

The big tent

The City Manager and some Council Members referred to a “big tent” concept that would allow all parties to participate. I heartily endorse this concept, and I have no problem whatsoever with the Honda of Kirkland leadership being included in that big tent. Some of the Council comments imply that I did not want Mr. Mallory included. I find that disingenuous. I did not say that, and I did not imply that in my comments. In fact, nothing could be farther from the truth. In my discussion of this matter with Mr. Mallory and the Economic Development Manager on February 25, I made it clear that I want Mr. Mallory or anyone of his choosing from Honda of Kirkland on the Kirkland First team. As valuable members of the Kirkland business community they deserve a place if they so desire. My concern goes to the City’s choice of leadership which will divide the community rather than unite it.

Get over it!

Some Council members lamented that I and other neighborhood residents still had the Honda of Kirkland rezone event in our memories. I suspect that those who would make such statements have no concept of the depth of disrespect felt by the residents who worked so long and hard to

achieve the very workable Comprehensive Plan amendments which became our NE 85th Street Corridor Plan and the North Rose Hill Neighborhood Plan. Our memories make us human. Deal with them, process them? Yes. Forget them? No. Once burned, we become wary. Those of us who are active in our neighborhoods have learned through experiences such as the Honda of Kirkland rezone that vigilance is absolutely necessary to protect the particular character of our neighborhoods. To forget that lesson would be a disservice to ourselves and our communities.

Unseemly and inappropriate comments

At the conclusion of my remarks before the Council, Councilmember Burleigh questioned the basis for my comments regarding acceptance and support of the program by the neighborhoods, asking if I had taken a vote of the neighborhoods. She concluded her comments with the statement, "I live in one of those neighborhoods, and no one asked me." If Councilmember Burleigh had been in attendance at her Neighborhood Association meeting (North Rose Hill) the prior evening, she could have participated in the discussion as numerous others did. I attended that meeting, just as I attend numerous Neighborhood Association meetings in Kirkland to understand the issues of importance at the resident level within Kirkland.

Additionally, Councilmember Burleigh stated that I had made "serious comments and criticisms of our staff" and she deemed my comments "unseemly" and "inappropriate". If you listen to my comments, you will find that I make a single criticism of Staff—that Staff's choice of leadership for the Kirkland First program was ill advised. I'm very glad to understand that Councilmember Burleigh recognizes that the action (inaction?) by the City Manager was serious. Kirkland First is an important (and not inexpensive) initiative, and to risk destroying its effectiveness with a cavalier attitude toward its customers, the residents of Kirkland, is serious indeed. Regarding the question of whether my comments were unseemly or inappropriate, I ask of you, and I would appreciate very much having your prompt written response, is it inappropriate and unseemly to bring damaging or destructive actions and policies to your attention? It has been my understanding that "Items from the Audience" was intended for citizens to bring troubling items to the Council's attention, to explain why those issues are troubling and why they are important to us. Has my understanding been wrong? Doesn't the fact that City Staff are participants in those actions and policies make the issue of paramount importance to the City Council? Am I, as an involved citizen of Kirkland, supposed to couch my remarks in in such a sense that only those intimately familiar with the situation would understand my meaning—and leave my meaning open to misinterpretation? Or, would you prefer plain talk which ordinary citizens, City Council and City Staff can all understand?

I await the written response of Council and Staff at the earliest practical time.

Thank you.

Attachment: Speaker notes for my comments on March 17

March 17, 2009 Comments before City Council during Items from the Audience

Jim McElwee

12907 NE 78th Place in the South Rose Hill neighborhood

Mr. Mayor, Deputy Mayor, Council Members,

I'm going to comment tonight on Kirkland history and how those who ignore our history create consequences in the present—a look back, a look at the present, the consequences for Kirkland's future.

The historical event I refer to is the Honda of Kirkland incursion into our neighborhood residential zoning. The Council Members and the City Manager are very familiar with the event, but for our extended audience, in this room and watching at home on TV, let me provide some background.

This rezone, initiated by the City Administration, occurred almost immediately following an extensive process of public involvement in drafting and approving the latest Comprehensive Plans for the Northeast 85th Street Corridor and the North Rose Hill neighborhood. Those plans were immediately ripped asunder by a City Administration initiated rezone of residential land to commercial land for the benefit of Honda of Kirkland...and to the detriment of the North Rose Hill neighborhood and any neighborhood who relied on the Comprehensive Plan to insure the orderly character of the neighborhood.

Why is that history relevant to today?

Currently the City Administration has started another initiative, Kirkland First, a "buy local" program. At first glance, every neighborhood in town would eagerly support such an initiative, and, in fact the success of the program depends on the buy-in by our residents.

HOWEVER.....the leader selected for the program is the leader of Honda of Kirkland.....The very poster child for how NOT to treat Kirkland neighborhoods has been chosen to lead the program. Not acceptable to neighborhoods.

Our Economic Development Manager was not part of the Honda of Kirkland rezone experience, but our City Manager was, and he has been reminded often of the raw wounds which exist among neighborhood residents to this very day. So I understand how someone without history could have proposed Honda to lead, but I cannot understand how her leader would choose not to intervene. This is what a City Manager's role is—to lead and to mentor his employees. The responsibility for this miscalculation must be laid directly at the feet of the City Manager.

If you want this initiative to succeed, and I hope you do, be aware that it cannot be successful without the support of the neighborhoods—that is, the residents of Kirkland and the customers who would buy from Kirkland businesses.

And it will not have that required support so long as it is led by Honda of Kirkland and so long as the City Administration disrespects those very neighbors necessary for its success.

Thank you.

DRAFT

April 8, 2009

Jim McElwee
12907 NE 78th Place
Kirkland, Washington 98033

Dear Mr. McElwee;

On behalf of the City Council, I would like to respond to your most recent email regarding the Kirkland First program and the discussion that was held at the March 17 Council meeting. At that meeting, you expressed your concerns about the City asking Larry Mallory, owner of Honda of Kirkland, to serve as chair of the Kirkland First partners committee. The Kirkland First committee represents a group of business and neighborhood representatives that will assist in developing a website encouraging people to "buy local" by patronizing Kirkland businesses. The buy local program is one way to support the community's economic health. Your concerns centered on a previous zoning issue involving Honda of Kirkland that was very contentious and divisive, especially for the Rose Hill neighborhoods and the local businesses. While the zoning issue was decided by the City Council some years ago, we understand that there continues to be sentiment of disappointment in both the process and outcome.

The purpose of our public hearings and "Items from the Audience" is to allow the public to comment on any action, concern or interest they have about the community or their city government. We appreciate and take seriously everyone's comments regardless of whether they are positive or negative or whether or not individual Council members agree with those comments. Kirkland has a long history of civil discourse and we will continue to support constructive praise and criticism as we believe it improves our ability to serve our citizens.

As we mentioned at the meeting, Kirkland First is a new program that needs everyone's support – businesses and neighborhoods alike. We can assure you that we have heard and understand your concerns. We encourage you and other neighborhood leaders to help us focus on Kirkland's future and stay involved as partners in the development of the Kirkland First program. We need and appreciate everyone's participation in making Kirkland a vibrant community.

Sincerely,
KIRKLAND CITY COUNCIL

James I. Lauinger, Mayor



CITY OF KIRKLAND

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Robin S. Jenkinson, City Attorney

Date: March 23, 2009

Subject: Response to Correspondence from Anna Rising Concerning Campaign Finance Reform

RECOMMENDATION

City Council approve the attached response to Anna Rising regarding contribution limits for Kirkland City Council campaigns.

BACKGROUND

The City Council received correspondence from Ms. Rising requesting that the City Council enact limits on campaign contributions for the upcoming election cycle.

E-Page # 40

From: Anna Rising [mailto:anna.rising@verizon.net]

Sent: Monday, March 02, 2009 11:20 AM

To: KirklandCouncil

Subject: Letter in support of campaign finance reform

March 2, 2009

Dear Mayor Lauinger and Council Members,

This year, there will be four City Council seats on the ballot. To date, no one has registered and so I am hoping that this request is still timely for the Council's consideration.

I am writing to ask that you please enact reasonable limits on campaign contributions to take effect for this upcoming election cycle.

Two years ago, you discussed this issue, and you asked the staff to get back to you with recommendations.

Looking back over the most recent years, the cost of running a Kirkland City Council race has gone beyond practicality. Considering the current state of the economy, it is especially important to realize that our citizens cannot provide this level of support for as many as four local races.

Currently, Kirkland has no limits on campaign contributions or on spending. This is in direct contrast to state and federal legislative races. In addition, King County has limits on campaign funding, as do the cities of Seattle and Richland. While state law leaves it up to the cities to determine if limits should be in place, it is up to us to take that important step in campaign reform.

Consider this:

Expensive campaigns are a barrier to many qualified candidates – We have witnessed recent Kirkland council campaigns with expenditures of approximately \$35,000 per candidate. Many citizens who would be good qualified candidates, who have a commitment to public service, find this to be unachievable – they have no way to gauge their ability to raise that level of funding and lack the personal resources to fund a campaign when competing expenditures are rising in contested campaigns.

Unlimited campaign funding tends to favor special financial interests – especially in a challenged economy, candidates who are favored by large organizations will receive significant infusions of financial support. The contributions of neighbors and friends pale by comparison. And to be fair, all interests are special interests – however when those funding sources are significant and come largely from outside of Kirkland, the motivations and expectations are more likely to be future financial reward than simple benevolence or true concern for the future of Kirkland and its citizens.

Practical campaigns are greener campaigns – The largest expenditures of many campaigns tend to be printed materials, such as brochures, postcards and other mailings – which are expensive to print and impose a long-term cost to the environment. If campaign funding is limited, it will cause campaign

teams to do more work face-to-face and electronically. Better for the environment and better for the community!

This subject is not new to the Council – you discussed this subject in March 2007. At that time, the Council reached consensus on some issues:

- Council was generally in favor of the concept of campaign finance limits. At that meeting, all comments were favorable and none of the Council members expressed opposition.
- Council did not want this to be an administrative burden, and determined that the City would rely on the filings that are already required by the Public Disclosure Commission.
- You were generally more in favor of per-donee limitations such as what Seattle has in place, but were also open to knowing more about an overall spending limit concept.
- There were concerns expressed about community groups who might send out their own mailings that would not be covered by these limits, but you acknowledged that this type of problem is out of your control, such as is true for other campaigns.

At the conclusion of your discussion, you asked the Staff to bring recommendations back to you sometime in the next year. As far as I can tell, that never happened – and I have to wonder, why not?. This is such an important issue (nationally as well as locally) that it deserves to be discussed now and not left for consideration at some future time.

City Council elections should be about electing qualified candidates to office. Even in a robust economy, more of the time and energy of candidates and their teams should be spent with registered voters, citizen to citizen, discussing critical issues which impact our City now and in the future, and less time should be spent soliciting funds and writing applications for funding from well-heeled organizations. This is particularly true in our current economy.

This is the time for the discussion to be re-opened. You have the information from your Staff (see link below), so it should not take much time to get back into it, address the various nuances, and complete this process. Please add this to your calendar for the very near future.

Thank you for your consideration.

Sincerely,

Anna Rising
751 8th Street S.
Kirkland, WA 98033

This is the link for the materials that the City Attorney prepared for you in March 2007:
http://www.ci.kirkland.wa.us/Assets/City+Council/Council+Packets/2007/032007/11a_NewBusiness.pdf

DRAFT

April 8, 2009

Anna Rising
751 8th Street S.
Kirkland, WA 98033

Re: Letter in Support of Campaign Finance Reform

Dear Ms. Rising:

Thank you for your correspondence regarding local campaign finance reform. In your letter, you requested that the City Council enact limits on campaign contributions to take effect for the upcoming election cycle. As you pointed out, the Kirkland City Council has previously expressed interest in contribution limits for Kirkland City Council campaigns.

Following receipt of your letter and additional comment received at the March 3rd meeting, the Council asked that staff return with work previously prepared on this topic. As you are aware, at the April 7th meeting the City Council was presented with a draft ordinance on campaign contribution limitations and an explanatory memorandum.

Again, thank you for your comments and interest in this issue.

Sincerely,
Kirkland City Council

By 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: March 30, 2009
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) Hubert G. Moen
10616 NE 47th Place
Kirkland, WA 98033

Amount: \$100.000

Nature of Claim: Claimant states damage to vehicle resulted from hitting a loose water valve cover.

- (2) Steve Poole
12304 NE 75th
Kirkland, WA 98033

Amount: \$205.39

Nature of Claim: Claimant states damage to property resulted from police chase.

- (3) Anthony Vinella
528 Alexander Avenue
Kirkland, WA 98033

Amount: \$622.56

Nature of Claim: Claimant states damage to vehicle resulted from running over nail/washer for water main placement.



CITY OF KIRKLAND

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.ci.kirkland.wa.us

Council Meeting: 04/07/2009

Agenda: Award of Bids

Item #: 8. e. (1).

MEMORANDUM

To: David Ramsay, City Manager

From: Daryl Grigsby, Public Works Director
Ray Steiger, P.E., Capital Projects Manager

Date: March 26, 2009

Subject: 100TH AVENUE NE/99TH PLACE NE SIDEWALK - AWARD CONTRACT

RECOMMENDATION:

It is recommended that City Council award the construction contract for the 100th Avenue NE/99th Place NE Sidewalk Project to Langsholt Construction of Monroe, WA, in the amount of \$172,364.50.

BACKGROUND DISCUSSION:

The 100th Avenue NE/99th Place NE Sidewalk Project provides approximately 1,350 feet of new concrete curb, gutter, sidewalk and planter strip along 100th Avenue NE and 99th Place (Attachment A). The Project also includes new ADA compliant wheelchair ramps at crossing locations.

Public Works staff advertised for contractor bids using Builders Exchange and The Daily Journal of Commerce. The project was first posted on March 9th, and on March 24, 2009 nine contractor bids were received, with the Bid Comparison Graph shown in Attachment B and bid results as follows:

<i>Contractor</i>	<i>Bid Amount</i>
Langsholt Construction	\$172,364.50
Pioneer Excavating LLC	\$194,494.00
PGH Excavating	\$205,415.45
Precision Earthworks Inc.	\$234,700.00
Westerlund Excavation LLC	\$236,528.50
Trimaxx Construction Inc.	\$249,078.30
Merlino Brothers LLC	\$254,037.00
Road Construction Northwest Inc.	\$256,851.99
Dennis R. Craig Construction Inc.	\$259,456.50
<i>Engineer's Estimate</i>	<i>\$292,157.00</i>

This project will complete a critically needed section of pedestrian walk route identified in the City of Kirkland Comprehensive Plan for the North/South Juanita Neighborhood. It will employ the use of porous concrete sidewalk and includes a small rain garden to provide infiltration of the storm water both of which are Low Impact Development (LID) practices being used to meet goals of sustainability and environmental stewardship. The Project is partially funded by a Washington State Transportation Improvement Board (TIB) grant of \$150,000 from the Urban Sidewalk Program and from the Neighborhood connection program in which the South Juanita Neighborhood voted to provide \$25,000 of their allocation for the project (Attachment C).

With award of the contract by Council at their April 7 meeting, construction is expected to start in early May with completion in August 2009. In advance of the work, Public Works will notify adjacent properties with a construction informational mailer describing the timelines and contact information, and staff will ensure that the contractor maintains safe travel routes for pedestrians throughout the work area.

Attachments: A - Vicinity Map
B - Bid Comparison Graph
C - Project Budget Report

Attachment A: 100th Avenue NE/99th Place NE Sidewalk Project



Vicinity Map

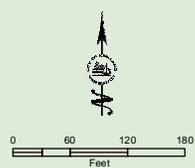


Map Legend

— Major Streets



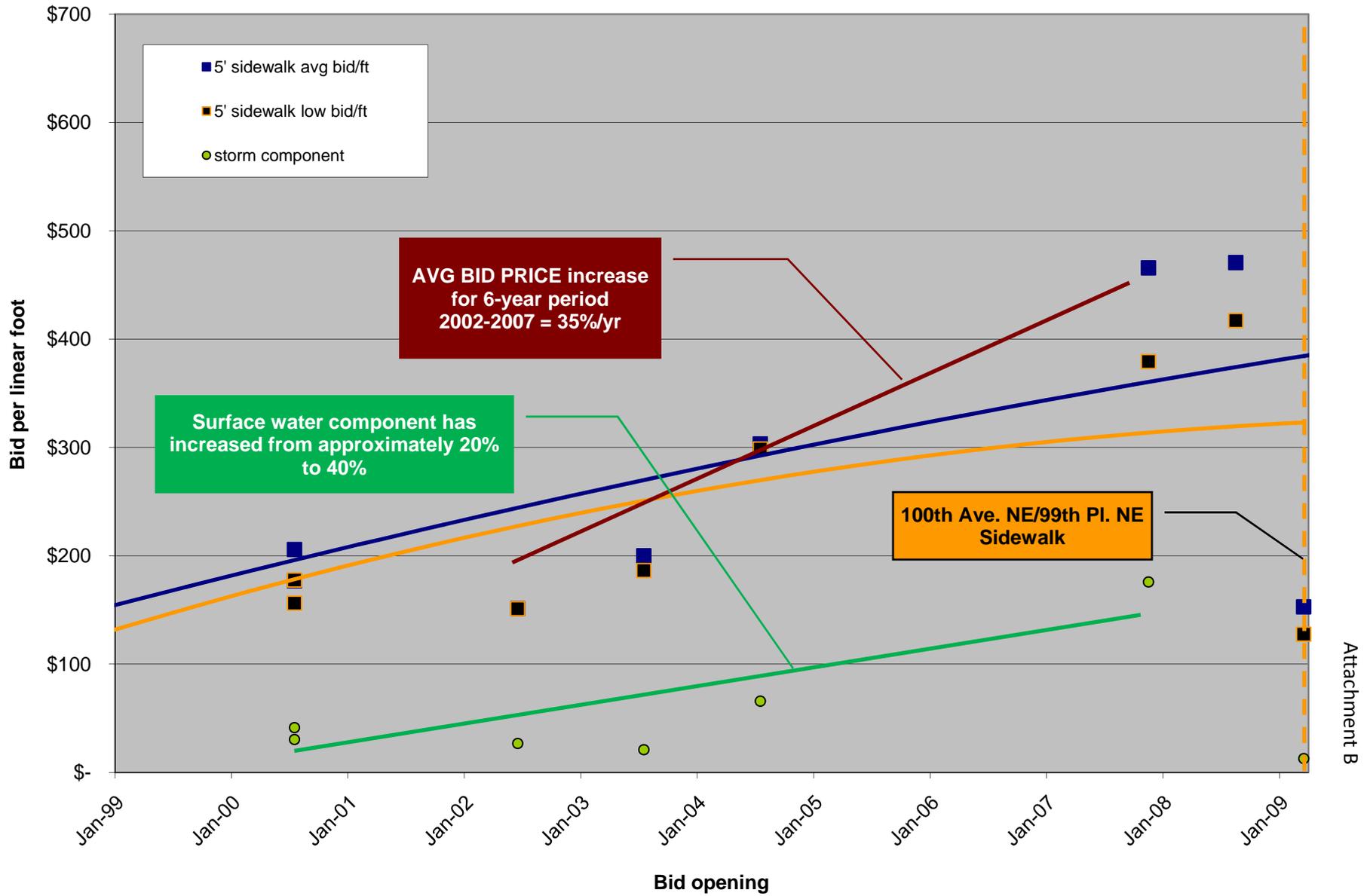
Project Corridor



Produced by the City of Kirkland.
© 2009, the City of Kirkland, all rights reserved.
No warranties of any sort, including but not limited to accuracy,
fitness or merchantability, accompany this product.

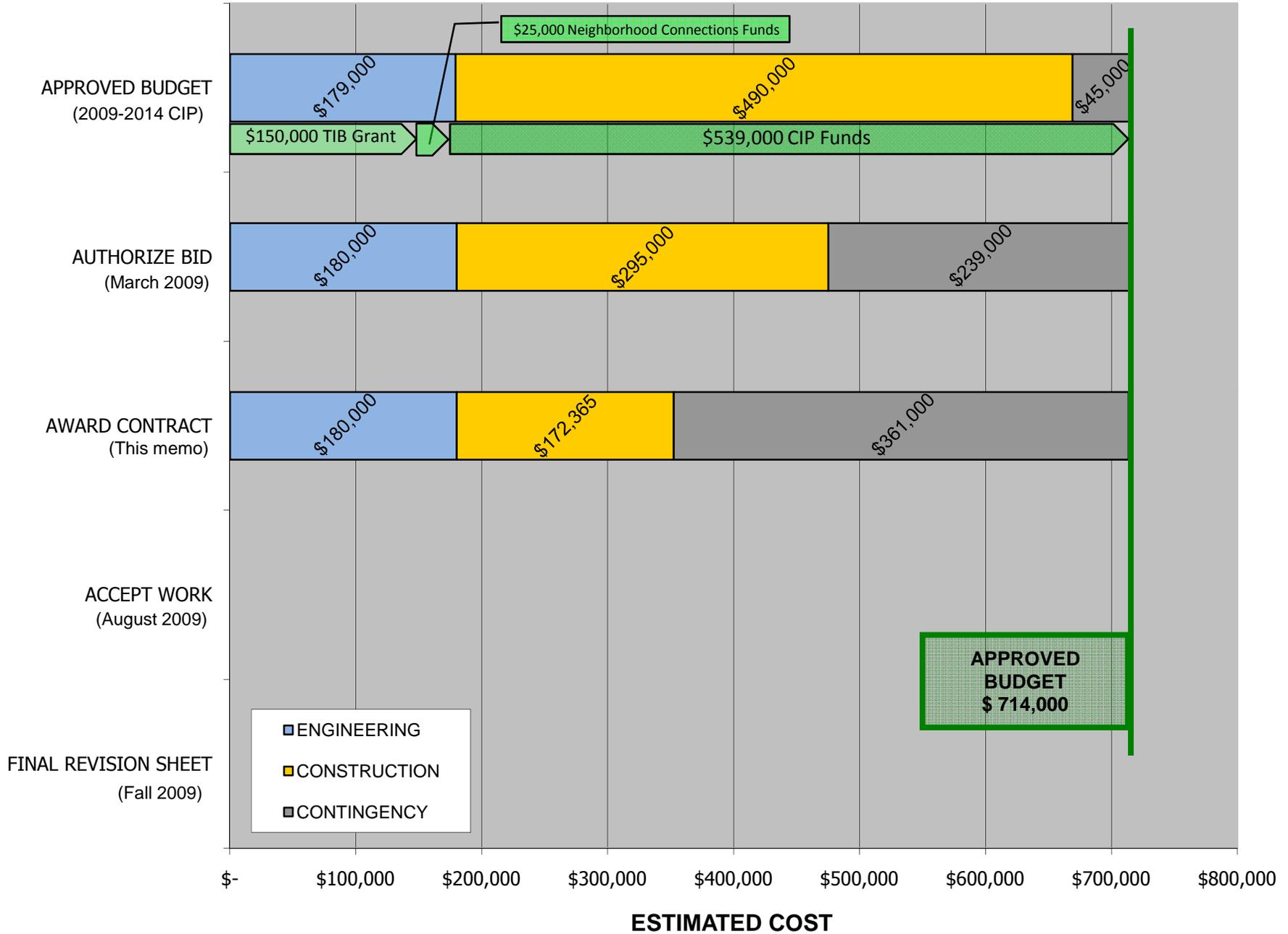
Drawn by: Aaron McDonald
Drawn On: 3/26/2009

Historical comparison of Sidewalk Bids



**100th Ave NE/99th Pl. NE Sidewalk
(CNM - 0060)
PROJECT BUDGET REPORT**

PHASE



**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, CPRP, Director

Date: March 16, 2009

Subject: 2009 Interlocal Agreement for Waterfowl Management Program

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to sign the 2009 Interlocal Agreement for Waterfowl Management Program.

BACKGROUND DISCUSSION:

The purpose of the Waterfowl Management Program is an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis. Working in collaboration with Wildlife Services of the U.S. Department of Agriculture and the participating agencies enhances the region's ability to monitor and work with our local population of Canada geese. Components of the program attempt to alleviate human health and safety concerns including: negative impacts on water quality, safety from sickness and disease for park patrons, and reduction in property damage within recreational areas of King County.

The agreement provides joint funding to contract with Wildlife Services to manage the Canada geese population within King County. The program includes an egg addling, lethal control, population monitoring and census of Canada Geese within King County.

2009 will be the 17th year of the program. The City of Kirkland has been an integral partner with Seattle, Bellevue, Kent, Mercer Island, Renton, Sea-Tac, Woodinville, Mountlake Terrace, Tukwila, University of Washington and the Port of Seattle/Seattle-Tacoma International Airport since the program's inception.

COMPENSATION

The City's contribution will be limited to \$1,912. Funding for this partnership is identified in the Park Maintenance division budget.

Attachments:
Resolution
Interlocal Agreement

RESOLUTION R-4752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE SEATTLE DEPARTMENT OF PARKS AND RECREATION, THE UNIVERSITY OF WASHINGTON, THE PORT OF SEATTLE, CHATEAU STE. MICHELLE WINERY ESTATES, THE CITIES OF BELLEVUE, KENT, RENTON, SEATAC, MERCER ISLAND, MOUNTLAKE TERRACE, WOODINVILLE AND KIRKLAND TO MANAGE WATERFOWL.

WHEREAS, the various agencies desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, information dating to a 1989 Waterfowl Research Project done by the University of Washington and current data indicates a large surplus of geese and other waterfowl species in the greater Seattle area; and

WHEREAS, this agreement will authorize a program for ongoing resource management activity to attempt to maintain a manageable number of birds on a year-to-year basis; and

WHEREAS, the cities and other local government units are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an interlocal agreement substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

MAYOR

Attest:

City Clerk

For Your Action

**2009 Interlocal Agreement for
Waterfowl
(Canada Goose)
Management Program**

Please Note:

Final Form Ready for Your Submittal for Signature and Funding Authorization

**2009 INTERLOCAL AGREEMENT FOR WATERFOWL (CANADA GOOSE)
MANAGEMENT PROGRAM**

WHEREAS, Chapter 39.34.040 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to communicate and cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner pursuant to forms of government organization that will accord best with recreational, park and natural resources and other factors influencing the needs and development of local communities and

WHEREAS, the various agencies, cities, counties, Washington State and agencies of the Federal Government listed in Exhibit A - Page 6 of this Agreement, desire to manage waterfowl, especially Canada Geese; and

WHEREAS, all parties require assistance from the Wildlife Services Program of the U.S. Department of Agriculture, to reduce negative impacts on water quality, minimize resource damage, ensure safety from disease for park visitors, and enhance other property managed; and

WHEREAS, yearly surveys by Wildlife Services indicates an increasing population trend for Canada geese in Lake Washington from the previous 6 years, expanding smaller groups of geese in surrounding areas and along Puget Sound, earlier pairing and nesting activity and a larger surplus of other waterfowl species in the Seattle area; and

WHEREAS, this program will be an ongoing resource management activity attempting to maintain a manageable number of birds on a year-to-year basis; and

NOW, THEREFORE, in consideration of the covenants herein, it is mutually agreed as follows:

SECTION I - PURPOSE

The purpose of this Agreement is to provide joint funding for an egg addling program, lethal control, population monitoring and census; mainly of Canada Geese, within King and Snohomish Counties.

This program will assist each party in communicating, maintaining, and managing public and selected and approved private site impacts of surplus waterfowl.

SECTION II - SCOPE OF PROGRAM

Wildlife Services (WS) will receive funds from each participating member for the continuation of an egg addling program, lethal control and evaluation during spring and summer 2009.

Using best management practices WS will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment.

With the assistance of Wildlife Services, the WMC members will establish a yearly program to increase monitoring activities that will enhance our location and access of nests on public and private land and to facilitate expanded egg addling program, including advertisement of an addling and nesting location hotline number for the general public and others, posters and webpage advertising and other activities to keep the public well informed of the Waterfowl Management Program.

WS will also implement a program of "lethal control" as requested by the Waterfowl Management Committee, subject to the terms and conditions of a permit to be issued by the U.S. Fish and Wildlife Service. This will be done on a case by case basis in situations where an over population of Canada geese may result in an impact on human health and safety, such as potable water contamination, bird aircraft strikes, disease transmission or other situations as determined by WMC members.

To request lethal removal, WMC members must contact the WS District Supervisor or Assistant District Supervisor at 360-337-2778. WS will work with the member agency to determine if removal is warranted and if the location is suitable for removal operations.

WS will provide an annual report to the members of the WMC which will include information regarding egg addling, the general location of nests and number of eggs added, number of geese removed, difficulties encountered and whatever other information would be valuable to the WMC.

2009 will be the sixteenth year of an egg addling program and the eighth year utilizing "lethal control". All methods and tools utilized to accomplish addling and "lethal control" activities in 2008 will again be used in 2009.

WS will conduct a standardized monthly goose population survey of selected area parks and will annually conduct up to six goose surveys of Lake Washington by boat. As in previous years, census counts will be expanded using staff from local agencies and participants at times and places to be specified. Survey results will be presented annually to the WMC.

Where possible, educational programs such as 'don't feed wildlife' and interpretive signage will be initiated to inform the public about urban Canada Geese, the associated problems, and the efforts of this committee at addressing those problems.

SECTION III - RESPONSIBILITIES

Each party, represented on the Waterfowl Management Committee, as shown on Exhibit "A", and incorporated by reference herein, will share in the ongoing review of the programs carried out by WS.

Each party agrees that if necessary, an Oversight Committee will be appointed to monitor and report back to the general committee on a regular basis. Three members of the Committee will make up the Oversight Committee chaired by the Seattle Parks and Recreation representative.

SECTION IV - COMPENSATION

The total cost of the 2009 waterfowl management program shall not exceed twenty four thousand, five hundred forty-five dollars (\$25,444).

Each party shall contribute to the financial costs of the program as shown in Table I.

SECTION V - TERM AND EXTENSION

The Term of this Agreement is from January 1, 2009 to December 31, 2009. This Agreement may be extended in time, scope or funding by mutual written consent from all parties referenced herein.

SECTION VI - TERMINATION

This agreement may be unilaterally terminated by any of the parties referenced herein or Wildlife Services upon presentation of written notice to the Oversight Committee at least 30 days in advance of the severance date shown in Section V.

Should termination of this agreement occur without completion of the egg addling, each party shall pay only its' pro rata share of any expenses incurred under the agreement at the date of the termination, and each party shall receive copies of all products resulting from the addling activities up to the time of the termination.

SECTION VII - DELIVERABLE

Using best management practices Wildlife Services will carry out an egg addling program, seeking as many accessible nesting areas as possible and will make every effort to minimize damage to the surrounding environment. Field conditions or changing conditions may increase or decrease the number of eggs addled from previous years' totals. Eggs will be coated with vegetable oil on dates to be determined by USDA-Wildlife Services.

Lethal control will be implemented as requested and the total numbers are established by the U.S. Fish and Wildlife Service Permit.

Participants will receive a report on the number of eggs addled and geese euthanized in 2009.

SECTION VIII - FILING

As provided by RCW 39.34.040, this agreement shall be filed prior to its entry and force with the City or County Clerks of the participating parties, the County Auditor and the Secretary of State, and, if found to be necessary, with the State Office of Community Affairs as provided by RCW 39.34.120.

SECTION IX - LIABILITY

Each party to this agreement shall be responsible for damage to person or property resulting from the negligence on the part of itself, its employees, its agents or its officers. No party assumes any responsibility to another party for the consequences of any act or omission of any person, firm, or corporation not at party to this agreement.

EXHIBIT A

2009 WATERFOWL MANAGEMENT COMMITTEE PARTICIPANTS

City of Bellevue.....Pat Harris
City of Kent – Riverbend Golf Course.....Dave Owen
City of Kirkland.....Jason Filan
City of Mercer Island.....Keith Kerner
City of Mountlake Terrace.....Don Sarcletti
Port of Seattle – Seattle-Tacoma International Airport.....Steve Osmek
City of Renton.....Terrence Flatley
Chateau Ste Michelle Winery Estates..... Sandy Johnson
City of SeaTac.....Roger Chouinard
City of Tukwila – Foster Golf Links.....Curt Chandler
City of Woodinville.....Brian Meyer
Seattle of Parks and Recreation.....Barbara DeCaro
University of Washington.....Charles Easterberg
U.S.D.A. Wildlife Services..... Roger Woodruff
U.S. Fish and Wildlife Service.....Brad Bortner

TABLE I

<u>AGENCIES</u>	<u>CONTRIBUTIONS</u>
City of Bellevue	1912
City of Kent	1912
City of Kirkland	1912
City of Mercer Island	1912
City of Mountlake Terrace	1912
Port of Seattle – Sea-Tac Airport	1912
City of Renton	1912
Chateau Ste Michelle Winery Estates	1912
City of SeaTac	1912
City of Tukwila	1912
City of Woodinville	1912
Seattle Department of Parks and Recreation	2500
University of Washington	1912

All checks will be made payable to the USDA-APHIS-WS, earmarked for the Wildlife Services and sent to the following addresses:

Mr. Roger Woodruff
State Director -Wildlife Services Program
U.S. Department of Agriculture
720 O'Leary Street Northwest
Olympia, Washington 98502
(360) 753-9884

In case of procedural questions regarding this project, please contact:

Roberta Bushman, Administrative Officer
Wildlife Services Program
(360) 753-9884 FAX: 753-9466

For questions regarding implementation of control measures and census, please contact:

District Supervisor 360-337-2778

SECTION X. - SEVERABILITY

...If any section of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section so adjudged.

This agreement shall be executed on behalf of each party by its authorized representative. It shall be deemed adopted upon the date of execution by the last so authorized representative. This agreement is approved and entered into by the undersigned county and local government units, university and other private parties.

Chateau Ste. Michelle Winery Estates By: _____ Tom Rolland, Executive Committee Date: _____	City of SeaTac By: _____ Calvin Hoggart, City Manager Date: _____
City of Bellevue By: _____ Patrick Foran, Director of Parks and Community Services Date: _____	City of Woodinville By: _____ Donald D. Rose, City Manager_ Date: _____
City of Kent By: _____ John Hodgson, Director Date: _____	Port of Seattle – Seattle-Tacoma International Airport By: _____ Steve Osmek, Wildlife Program Manager Date: _____
City of Kirkland By: _____ Jennifer Schroder, Director, Parks and Community Services Date: _____	Seattle Department of Parks and Recreation By: _____ Timothy Gallagher, Superintendent Date: _____
City of Mercer Island By: _____ Rich Conrad, City Manager Date: _____	City of Tukwila By: _____ Bruce Fletcher, Parks and Recreation Director Date: _____
City of Mountlake Terrace By: _____ John J. Caulfield, City Manager Date: _____	University of Washington By: _____ Karen VanDusen Director of Env. Health & Safety Date: _____
City of Renton By: _____ Denis Law, Mayor Date: _____	

**CITY OF KIRKLAND
Human Resources**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: March 5, 2009
Subject: Ratification of Teamster Local Union No. 763 Agreement 2009 -2011

RECOMMENDATION

Adopt the 2009-2011 Collective Bargaining Agreement between City of Kirkland and Teamster Local Union No. 763.

BACKGROUND DISCUSSION:

On Feb 19, 2009, the City of Kirkland was advised that the members of the Teamsters Union, representing the Public Works and Parks Maintenance Employees, unanimously voted for ratification of the 2009 – 2011 Collective Bargaining Agreement. This Agreement was the result of a collaborative process between the City and the Union while concession bargaining.

Some highlights of the agreement are:

- Three year agreement (January 01, 2009 – December 31, 2011)
- No Market Adjustments to positions
- Effective January 1, 2009, 100 % COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2010, 0% COLA
- Effective January 1, 2011, 100% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2009, adjust entry level (Group 9) scale structure consistent with other bargaining units for at 6 mo. 2nd step, thereafter each year
- Effective upon ratification, a longevity scale consistent with AFSCME starting a flat rate contribution at the beginning of the 10th year of employment
- Effective January 1 2009, a self-funded (no employer contribution) VEBA account provided for employees as a mechanism to make tax free contributions for out of pocket healthcare costs
- Medical Benefits program, remain consistent with other bargaining units

It is also noted that in this process, the Union cooperated with the City in reviewing and revising the Appendix A; Commercial Driver's License and Substance Abuse Policy and worked towards agreement language similar to our other collective bargaining agreements.

Special note: It must also be acknowledged that during this negotiation process, the Teamsters bargaining unit also took significant reductions in service elements and seasonal positions, as well as a regular position FTE, as part of expenditure reductions for the 2009 – 20010 biennium budget.

Members of both Negotiations Teams deserve commendation for the collaborative approach to negotiations during a difficult economic climate yielding concession bargaining and the resultant Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Teamsters Local Union No. 763.

Attachment: 2009 – 2011 Agreement By and Between City of Kirkland and Teamster Local Union No. 763.



**CITY OF KIRKLAND
Human Resources**

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: March 11, 2009
Subject: Ratification of American Federation of State, County and Municipal Employees (AFSCME) Local #1837 Agreement 2009 -2011.

RECOMMENDATION:

Adopt the 2009-2011 Collective Bargaining Agreement between City of Kirkland and the AFSCME Union Local # 1837.

BACKGROUND DISCUSSION:

On Feb 25, 2009, the City of Kirkland was advised that the members of the AFSCME Union, representing Clerical, Support, Technical and Professional employees, voted for ratification of the 2009 – 2011 Collective Bargaining Agreement. This Agreement was the result of a collaborative process between the City and the Union while concession bargaining.

Some highlights of the agreement are:

- Three year agreement (January 01, 2009 – December 31, 2011)
- No Market Adjustments to positions* (*circle adjustments for just two individual positions)
- Effective January 1, 2009, 100 % COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective January 1, 2010, 0% COLA
- Effective January 1, 2011, 100% COLA based on CPI (Seattle-Tacoma-Bremerton Index)
- Effective upon ratification a longevity scale starting a flat rate contribution at the beginning of the 10th year of employment
- Medical Benefits program, remain consistent with other bargaining units

Special note: It must also be acknowledged that during this negotiation process, the AFSCME bargaining unit also took significant reductions in both temporary and regular positions / FTEs within the bargaining unit as part of expenditure reductions for the 2009 – 2010 biennium budget.

Members of both Negotiations Teams deserve commendation for the collaborative approach to negotiations during a difficult economic climate yielding concession bargaining and the resultant Collective Bargaining Agreement.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with AFSCME Local # 1837.

Attachment: 2009 – 2011 Agreement By and Between City of Kirkland and AFSCME Local # 1837.

A G R E E M E N T

by and between

CITY OF KIRKLAND, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS
(Representing the Public Works and Parks Maintenance
Employees)
LOCAL UNION NO. 763

January 01, 2009 through December 31, 2011

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A G R E E M E N T

by and between
CITY OF KIRKLAND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
(Representing the Public Works and Parks Maintenance Employees)
LOCAL UNION NO. 763

January 01, 2009 through December 31, 2011

PREAMBLE

THIS AGREEMENT is by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

The purpose of the Employer and the Union entering into this Agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote uninterrupted and efficient operations; the proficiency, morale and security of employees covered by this Agreement; and harmonious relations, giving full recognition to the rights and responsibilities for the Employer, the Union and the employees.

ARTICLE 1 - DEFINITIONS

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

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

1.1.2 "Union" shall mean Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters.

1.1.3 "Bargaining Unit" shall mean all maintenance and operations employees (outside and shop) as listed in Article 9, excluding supervisors, in the following departments or divisions:

Street
Fleet
Water
Waste Water
Surface Water
Internal Services
Parks and Community Services

- 1.1.4 "Employee" shall mean a regular full-time, regular part-time, and temporary employees in the bargaining unit (as defined in Section 1.1.3 hereof) covered by this Agreement.
- 1.1.5 "Non Bargaining Unit Employees" shall mean all non-maintenance employees and those employees in the following classifications in the departments or divisions as indicated:
- Directors
 - Clerical Employees
 - Summer Help
 - Seasonal Help
 - All other City Employees
 - On-Call/Extra Help
- 1.1.6 "Monthly Salary" shall mean the monthly rate of pay so identified and set forth in Article 9 to this Agreement.
- 1.1.7 "Overtime" shall mean compensation at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all work performed in excess of the employee's regularly scheduled shift in any one (1) day or forty (40) hours at straight-time in any one (1) week and as defined in Article 6.4.
- 1.1.8 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a full-time or part-time employee may, by prearrangement, continue to receive the regular rate of compensation although he does not work.
- 1.1.9 "Members of employee's household" shall mean persons who reside in the same residence, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term shall not include persons sharing the same general residence when the living style is primarily that of a dormitory or commune.
- 1.1.10 "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons when approved by the City Manager or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all those employees within the bargaining unit (as defined in Article 1, Section 1.1.3). Supervisory employees shall only instruct or train employees, assure proper standards of work and job performance, temporarily cover when qualified bargaining unit employees are not readily available, and handle emergency situations. The Employer shall not utilize

part-time, temporary, or seasonal employees in a way that results in layoff or termination of regular employees from their jobs.

2.2 NEW CLASSIFICATIONS

When new positions are created (or existing classifications substantially modified) within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within two weeks of the date that the position is first posted or advertised. It is mutually agreed that it is the intent of the parties to meet, upon request, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that classification designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit.

If the Union disagrees with the non-represented pay plans designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union. Should PERC determine the position is to be included in the bargaining unit, the position shall be placed within the Union Salary Schedule at the appropriate rate of pay and at a step that results in no decrease and be removed from the non-represented pay plan.

ARTICLE 3 - UNION SECURITY

3.1 MEMBERSHIP

Union Membership - Consistent with the provisions of Section 3.1.1, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

3.1.1 Nothing contained in this Article shall require an employee who can substantiate that there exists bona fide religious tenants or teachings of a church or religious body of which the employee is a member to join the Union, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee and the Union.

3.2 DUES AND INITIATION FEES DEDUCTION

Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due them 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.

Upon written authorization from an employee within the bargaining unit, the Employer shall also deduct from the wages of that employee the sum certified as the initiation fees of the Union in equal payroll increments and shall forward such sum to the Union. As above, 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 initiation fee of dues for the Union.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, social security number, salary, classification, department, hire date and termination date.

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

3.4 NONDISCRIMINATION – UNION ACTIVITY

No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

ARTICLE 4 - UNION/EMPLOYER RELATIONS

4.1 UNION ACCESS

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

4.2 FACILITY USE

The Union shall be permitted to use designated premises of the Employer for Union meetings with or without Union staff present, provided such is not disruptive to operations and space is available.

4.3 STEWARDS

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the City, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification and Union contact information.

4.5 BULLETIN BOARDS

Bulletin Boards - The Employer shall provide suitable space for a bulletin board to be used by the Union for official Union notices.

4.6 CONTRACT DISTRIBUTION

The Union will provide access to this Agreement to each new and current employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

The Employer shall compensate each employee who is a member of the Negotiation Committee and take time off from their scheduled shift to meet and negotiate successor agreements or changes and amendments to existing agreements. Overtime will not be paid for negotiations that take place outside the employee's normal work schedule.

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards or officers shall provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the Department Director or Human Resources.

4.9 UNION BUSINESS

Consistent with Articles 4.3, 4.8 and 19.4, stewards shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days from the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

Trial Service Period - Employees who are transferred or promoted into a posted position and/or classification in the bargaining unit shall serve a trial service period for three (3) months of work, consistent with Article 7.3.

5.2 TYPES OF EMPLOYMENT

It is the intent of the employer to maximize the number of full-time benefitted employees with the mutual understanding of the potential need for other types of employment as identified in this Article.

5.2.1 Regular Full-Time Employees:

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

5.2.2 Regular Part-Time Employees:

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

5.2.3 Temporary Employees:

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

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

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

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

will become or remain Union members, per the Agreement representing the temporary position.

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

5.2.4 Seasonal Employees:

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

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

5.2.5 On-Call/Extra Help Employees:

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

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

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work. Contractors will not be utilized in a manner that will cause an employee to be laid-off or terminated.

5.4 STUDENTS/INTERNS

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

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

6.2 WORK SCHEDULES

Each employee shall be assigned a regular work schedule and starting time. If a shift change or a starting time change is to occur, other than temporary, the employee shall be given a week's notice prior to the change going into effect. If emergency re-scheduling occurs, the employee shall be paid twenty percent (20%) over their regular straight-time hourly rate of pay for all hours worked outside of the regular schedule.

End of Work Day Cleanup Time - Employees shall be allowed ten (10) minutes on the Employer's time for cleanup purposes at the end of the work day, the cleanup time period shall commence upon the cessation of the employee's duties. Time keeping required for specific work assignments shall be handled during the course of the work day.

Flex Time - Employees may have flexible starting times and working hours (including alternate work schedules such as a 4/10 work week) with mutual consent between the employee and the Department Director, provided such schedule complies with the Fair Labor Standards Act.

Outside Employment - Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the City's Personnel policies.

6.3 REST/MEAL BREAKS

Rest Breaks - Employees shall receive a rest period of fifteen (15) minutes, on the Employer's time, for each work period of four (4) hours or more. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period and shall be taken at the work site or closest location where lavatory and washing facilities are available. No employee shall be required to work more than three (3) hours without a rest period. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Meal Periods - During regular or overtime work shifts, employees shall be allowed a meal period of thirty (30) minutes which shall be on the employee's own time. The meal period shall commence within one (1) hour of the mid-point of shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. One-half (1/2) hour overtime shall be paid to an employee who is directed to work in excess of five (5) consecutive hours without a meal period.

6.3.1 Prior to the taking of a meal period, the employee shall be allowed a five (5) minute period for cleanup and travel to the Kirkland Maintenance Center lunch

room located at 915 8th Street, Kirkland, Washington, or a nearby sanitary facility. If an employee takes the meal period at the work site, said employee shall be prepared to resume work immediately after the meal period. In the event that the employee takes the meal period at the above-referenced lunch room, or a nearby sanitary facility, the employee shall be allowed five (5) minutes travel time to return to the work site.

- 6.3.2 For employees on an overtime or emergency rescheduled shift, if the meal period falls between the hours of 9:00 P.M. and 5:00 A.M., a meal shall be reimbursed consistent with the lunch rate in the Employer's reimbursement policy.

6.4 OVERTIME

All work which has been specifically authorized by a supervisor, performed in excess of the employee's daily scheduled work day (if scheduled for eight (8) hours or more) in one (1) day or in excess of forty (40) hours per workweek shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. For employees on a 4/10, 9/80, or other flex schedule, overtime shall be paid consistent with FLSA or the provisions of this section. Overtime shall be paid for in fifteen (15) minute increments for time worked either immediately prior to or immediately after the employee's regular shift.

- 6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as time worked.

- 6.4.2 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent/emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.

6.5 COMPENSATORY TIME

Overtime shall either be paid or compensatory time awarded. Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

In lieu of paid overtime, compensatory time-off may be utilized upon the request of the employee and shall be taken at the rate of one and one-half (1-1/2) times the actual time worked. Scheduling of compensatory time shall be approved by the employee's immediate supervisor. Compensatory time-off shall be taken in increments of not less than one (1) hour. Use of compensatory time in increments of forty (40) hours or more shall require two (2) weeks prior notice and immediate supervisor's approval.

- 6.5.1 The employee shall indicate on their daily time card the desire to have compensatory time-off in lieu of paid overtime. The employee's choice for the pay period in question shall not be changed once the employee's time card has been turned into payroll. An employee may only accrue compensatory time up to a maximum balance of one hundred twenty (120) hours. The Employer reserves the right to pay for overtime, rather than award compensatory time, by providing

individual notice to the employee prior to or at the time of authorizing the overtime.

- 6.5.2 All accumulated compensatory time shall be cashed-out and paid to the employee on an annual basis on the first paycheck following November 1st, for all hours earned through October 31st, provided however, with written notice submitted to the payroll preparer prior to October 31st the employee may elect to carryover up to forty (40) hours of compensatory time into the next cycle year. The cycle year shall be November 1 through October 31.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

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

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

7.2 JOB POSTING

When a Regular job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall be posted within the City ('internal posting') and may also be posted externally. The Employer may consider applicants from within the City or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

When a regular full-time job vacancy occurs, present employees shall be given first consideration for filling the vacancy, based on their length of service with the Employer and ability to perform the duties of the job as measured by a competitive examination.

7.3 PROMOTIONS

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a three (3) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the

employee shall be compensated at the higher rate of pay. During the trial service period, an employee promoted to a regular position may return to the former position if they have discussed the reasons for the decision with the supervisor, and if it is within the first three (3) months of the trial service period.

Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. It shall be the policy of the Employer to promote to supervisory positions insofar as possible from the ranks of the employees.

7.4 PERSONNEL FILE/POLICIES

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to City policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between City Policies and Procedures and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

The agreement of the parties with regards to drug and alcohol testing will become part of this Agreement and adopted by this reference.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

7.5 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:

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

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

Evaluation shall not, by itself, constitute disciplinary action—disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

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

7.6 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 without pay;
- demotion; or
- discharge.

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

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, 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 discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, 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.

The Employer may discipline an employee for just cause; provided that the employee is entitled to a Loudermill type hearing before they are disciplined. The hearing does not need to be a full evidentiary hearing and need not include the opportunity for the employee to cross examine his or her accusers. All that is required is:

- 7.6.1 Written notice to the employee and the Union representative (if requested by the employee) of the charges and the time set for the hearing, which notice must be given within fifteen (15) calendar days of the Employer obtaining knowledge of the conduct giving rise to the need for discipline, unless mutually agreed;
- 7.6.2 Provide a copy of the Employer's evidence, if any, to the employee and the Union, which obligation continues after the hearing for any subsequent review pursuant to Article 19 and;
- 7.6.3 An opportunity for the employee to present his or her case and/or any mitigating circumstances.

If after the hearing the employee is disciplined and the employee disagrees with such action, such disagreement shall constitute a dispute regarding the application of the Agreement to the employee and the employee shall use the grievance process set forth in Article 19 of this Agreement to obtain review of that disciplinary action.

ARTICLE 8 - SENIORITY

8.1 DEFINITIONS

Seniority shall be defined as total length of service in the bargaining unit in a regular full time or part time budgeted position, excluding that portion of extended unpaid leaves of absences in excess of thirty (30) continuous calendar days.

The seniority date shall be adjusted for leaves of absence without pay in excess of thirty (30) consecutive calendar days, except when such leaves are the result of federal or state legally protected leaves.

No seniority shall be established while an employee is employed in any non-regular position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for accrual or step movement purposes only.

8.2 APPLICATION OF SENIORITY

Seniority shall be applied in the following manner:

8.2.1 Postings/promotions: - among current employees, where ability and qualifications are equal, seniority will be observed in job postings, promotion and reassignment (i.e. transfers and shift changes). Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, and employment record.

Appointments of employees to positions shall be made by the Employer, upon selection of the applicants determined by the Employer to be best qualified for the positions. First consideration shall be given to the advancement of current employees before appointment of new employees, consistent with Article 7.2.

8.2.2 Layoffs: - Total bargaining unit seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s) unless there are overriding reasons related to unique and specific qualifications or job specification. In the event of two employees having the same bargaining unit seniority, time in job classification shall be determinative.

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

8.2.4 Recall: - Seniority shall be determinative in the identification of which employee is to be recalled from the recall list consistent with Article 8.9.

8.3 PROBATIONARY PERIOD

A regular employee's seniority shall be established as the initial date of hire in the bargaining unit, upon completion of the probationary period.

8.4 LOSS OF SENIORITY

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

8.4.1. Resignation.

8.4.2. Discharge for cause.

8.4.3. Retirement.

8.4.4. Layoff/Recall list of more than fourteen (14) consecutive months

8.4.5. Failure to respond to offer of recall to former position.

8.4.6. Failure to respond to two offers of recall to comparable employment.

Employees who are re-employed following the loss of their seniority shall be deemed a newly-hired employee for all purposes under this Agreement.

8.5 LAYOFFS

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

8.6 NOTICE

Employees affected will be given at least thirty (30) calendar day's written notice of the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

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

8.7 MEETING WITH UNION

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

Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review possible alternatives to layoff.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees: The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff.

The least senior employee within the affected job classification shall be selected for layoff. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position.

8.8.2 Volunteers: Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority.

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

8.9 VACANT POSITIONS

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

Within the bargaining unit and the department, affected employees and employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13a.

8.10 SENIORITY LIST

The Employer shall update the seniority list and provide it to the Union annually, or upon request. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected department.

8.11 ORDER OF LAYOFF

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

8.12 COMPARABLE EMPLOYMENT

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

8.13 LAYOFF OPTIONS

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

8.13.1 Assume a vacant Position: On a bargaining unit seniority basis, to assume a vacant position in the same department, for which they are qualified.

8.13.2 Bump: Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) in lower classifications. Qualified shall mean having demonstrated skills and required experience to perform the job.

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

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

8.13.3 Recall: If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

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

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.14 REDUCTION HOURS/FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, or may elect to be placed on recall in accordance with Article 8.13.

8.15 RECALL

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept or fail to respond within seven (7) consecutive days of the receipt of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights.

As long as any employee remains on the recall list the Employer shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

8.16 VACATION & LEAVE CASH OUTS/PAY

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff.

8.17 UNEMPLOYMENT CLAIMS

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

ARTICLE 9 – WAGES

The monthly salaries for employees covered by this Agreement are contained herein to this Agreement. Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

9.1 WAGE SCHEDULE

TEAMSTERS

Salary Schedule: January 1, 2009 (COLA 6.19%)

Pay Group	Classifications	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		00-12m	13-24m	25-36m	37-48m	49-60m	61-72m	73-84m	85m+	00-12m	13-24m	25-36m	37-48m	49-60m	61-72m	73-84m	85m+
1	Vacant	5,467	5,605	5,742	5,885	6,035	6,275	6,531	6,531	31.54	32.34	33.13	33.95	34.82	36.20	37.68	37.68
2	Electronic Tech I	5,330	5,460	5,596	5,735	5,882	6,114	6,360	6,360	30.75	31.50	32.28	33.09	33.93	35.27	36.69	36.69
3	Leadperson	***	***	4,975	5,158	5,335	5,548	55,71	6,003	***	***	28.70	29.76	30.78	32.01	33.29	34.63
4	Mechanic I	***	***	4,921	5,176	5,436	5,691	5,919	5,919	***	***	28.29	29.86	31.36	32.83	34.15	34.15
5	Electronic Tech II	4,320	4,571	4,825	5,076	5,330	5,581	5,803	5,803	24.92	26.37	27.84	29.28	30.75	32.20	33.48	33.48
	Emergency Vehicle Tech	4,320	4,571	4,825	5,076	5,330	5,581	5,803	5,803	24.92	26.37	27.84	29.28	30.75	32.20	33.48	33.48
6	Facilities Services Tech I	4,278	4,410	4,537	4,677	4,916	5,112	5,314	5,527	24.68	25.44	26.18	26.98	28.36	29.49	30.66	31.89
	Field Arborist	4,278	4,410	4,537	4,677	4,916	5,112	5,314	5,527	24.68	25.44	26.18	26.98	28.36	29.49	30.66	31.89
7	Sr. Maintenance Person	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
	Sr. Groundsperson	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
	Mechanic II	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
	Senior Craftsperson	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
	Yard Maint. & Inv Control	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
	Facilities Services Tech II	4,174	4,302	4,427	4,563	4,793	4,985	5,184	5,392	24.08	24.82	25.54	26.33	27.65	28.76	29.91	31.11
8	Utility Craftsperson	3,890	4,078	4,227	4,377	4,526	4,674	4,824	4,973	22.44	23.53	24.39	25.25	26.11	26.97	27.83	28.69
	Utility Craftsmen-Meter Reader	3,890	4,078	4,227	4,377	4,526	4,674	4,824	4,973	22.44	23.53	24.39	25.25	26.11	26.97	27.83	28.69

TEAMSTERS (CONTINUED)

Salary Schedule: January 1, 2009 (COLA 6.19%)

Pay Group	Classifications	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
		00-6m	7-12m	13-24m	25-36m	37-48m	49-60m	61-72m	85m+	00-6m	7-12m	13-24m	25-36m	37-48m	49-60m	61-72m	85m+
9	Utilityperson	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Groundsperson	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Grounds Technician	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Mechanic III	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Custodian	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Electronic Tech III	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
	Facilities Services Tech III	3,286	3,443	3,606	3,778	3,958	4,149	4,345	4,519	18.96	19.86	20.80	21.80	22.83	23.94	25.07	26.07
		Step A	Step B							Step A	Step B						
10	Laborer	2,916	3,008							00-6m	6-12m						
										16.82	17.35						

Wage Adjustments

9.1.1.a Effective January 01, 2009, the monthly rates of pay, shall be increased by six and nineteen-hundred percent (6.19%) through December 31, 2010.

9.1.1.b Effective January 01, 2011, the monthly rates of pay, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2009 to June 2010 (no minimum and no maximum with a zero base). The Index used shall be CPI-W.

9.1.2 Pay Groups and Steps: positions have been identified in pay groups that compare positions with similar competencies, skills and abilities:

- Pay Group 1: Vacant
- Pay Group 2: Electronic Tech I
- Pay Group 3: Leadperson
- Pay Group 4: Mechanic I
- Pay Group 5: Electronic Tech II, Emergency Vehicle Tech
- Pay Group 6: Facilities Services Tech I, Field Arborist
- Pay Group 7: Sr. Maintenance Person, Sr. Groundsperson, Mechanic II, Senior Craftsperson, Yard Maint & Inv Control, Facilities Services Tech II
- Pay Group 8: Utility Craftsperson, Utility Craftsperson-Meter Reader
- Pay Group 9: Utility Person, Grounds person, Grounds Tech, Mechanic III, Custodian, Electronic Tech III, Facilities Services Tech III
- Pay Group 10: Laborer

9.1.3 Any employee hired to the position of Mechanic II, as a condition of employment, shall obtain an EVT within 12 months from date of hire.

- 9.1.4 Employees performing the work of Scuba Diving for the Parks Department shall be compensated at one and one-half (1-1/2) times their straight time hourly rate of pay, corresponding with the employee's pay Step, for all hours worked as a Scuba Diver.
- 9.1.5 For PAY GROUPS 1- 8, STEP A to B, STEP B to C, STEP C to D, STEP D to E, STEP E to F, STEP F to G AND STEP G to H are automatic progression PAY STEPS, each being twelve (12) months in duration.
- 9.1.6 For PAY GROUP 9, STEP A to B and STEP B to C are automatic progression PAY STEPS, each being six (6) months in duration.
STEP C to D, STEP D to E, STEP E to F, STEP F to G, STEP G to H are automatic progression PAY STEPS, each being 12 (months in duration)
- 9.1.7 For PAY GROUP 10, STEP A to B and STEP B of PAY GROUP 10 to STEP A of PAY GROUP 9 are automatic progression PAY STEPS, each being six (6) months in duration.

An employee who is promoted from one classification to another shall be placed into the next higher PAY STEP of the new classification that provides for an increase of at least five percent (5%) above the wage currently being received by the employee prior to the promotion.

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 7 employee or higher classification and only after being certified by a Supervisor as to operational competency:

- Backhoe
- Eductor Truck
- Crawler Tractor (D4 or above)
- Dual Axle Dump Truck
- Grader
- Loader
- Sweeper
- Tractor Roadside Mower
- 16 Foot Mower
- Pipeline Video Truck
- Track Hoe/Excavator
- Motorized Paving Machine

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 9 employee or higher classification and only after being certified by a Supervisor as to operational competency:

Crawler Tractor (Less than D4)
Loader (Less than 2.5 cy)
Multi-purpose Agricultural Tractor
Rider Mowers*
Roller
Brush Chipper
Aerial Lift/Bucket Truck
Single Axle Dump Truck with airbrakes

The following constitutes those pieces of machinery and tools which are to be operated by a PAY GROUP 10 employee or higher classification and only after being certified by a Supervisor as to operational competency.

Compressor*
Hand and Power Tools*
Pick-up Trucks and Service Vehicles (including ATV & Flatbeds)*
Single Axle Dump Truck without airbrakes
Truck Mounted Weed Sprayer

* May be operated by Seasonal/On call Employees who are properly trained and when no regular employee is present or available to do the work—all other equipment must be operated by or assisted by a regular employee pursuant to classification.

9.2 HIRE-IN RATES

New regular employees shall normally be placed at Step A of the appropriate salary range.

9.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Bargaining unit employees who volunteer for Standby Duty shall be added to the weekly assignment rotation list for Standby Duty. If such volunteers are unable to fill the need for Standby Duty, the Employer may assign employees on a regular rotating basis to Standby Duty. Prior to inclusion on the weekly assignment rotation list for Standby Duty an employee shall be approved as to qualifications in their discipline by the departmental Director or his/her designee following, reasonable training provided by the Employer.

10.1.1 The purpose of Standby Duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone, City issued cell phone, City issued laptop, or by on-site inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform

work as a crew member if callback should occur; and to keep appropriate records. The City may issue laptop, or cell phone for the expressed use of the standby assignment, no personal use of this equipment will be allowed. An employee on Standby Duty shall be provided a City vehicle while on duty.

- 10.1.2 In the event personnel are needed, qualified bargaining unit members shall be given first opportunity to respond to call out.
- 10.1.3 In emergency situations, when providing cross-training for a limited and specific time or when a Department has instituted a Standby Duty practice and has less than six (6) qualified employees who have volunteered for Standby Duty, the Employer may continue to assign non-bargaining unit employees to Standby Duty.
- 10.1.4 An employee who wishes to be removed from volunteer Standby Duty shall give two (2) weeks' notice. Employees may be moved up on the rotational list as required by the Employer.
- 10.1.5 The Employer shall make every effort to design the rotation of the Standby Duty among the employees so that no one (1) employee or group of employees is consistently assigned standby on holiday weekends.

Standby Duty shall commence as of quitting time on Tuesday and continue through to starting time on the following Tuesday morning. Other seven (7) day weekly periods of time may be established, in lieu of the Tuesday to Tuesday schedule, by mutual agreement between the Employer and the employee group. An employee who serves on Standby Duty shall receive a flat rate of six-hundred ninety-six dollars and forty-six cents (\$696.46).

- 10.1.6 Telemetry Standby - Notwithstanding Section 10.1, the Telemetry Standby shall be compensated at a rate that shall average three hundred sixty-six dollars and three cents (\$366.03) week, adjusted annually by CPI-W. The Employer shall continue to assign non-bargaining unit employees to Telemetry Standby Duty when there are less than six (6) employees who have volunteered for the Standby Duty. The Employer is involved in the training of employee(s) for Telemetry duties.
- 10.1.7 Partial Week Standby Duty - In the event that a Department institutes a Standby Duty practice that provides for weekend and/or holiday coverage (as distinguished from full week Standby Duty, as specified in Sections 10.1 and 10.1.5 or Telemetry Standby, as specified in Section 10.1.6), the following conditions shall apply:
- 10.1.8 Weekend Standby Duty - Weekend Standby Duty shall commence as of quitting time on Friday and continue through to starting time on the following Monday morning. An employee who serves Weekend Standby Duty shall receive a flat rate of two-hundred ninety-nine dollars and forty-eight cents (\$299.48) (note: $3 \div 7$ days = 43% $\$696.25 = \299.48) per weekend. This rate is not adjusted by CPI-W since the weekly rate includes this factor.

- 10.1.9 Holiday Standby Duty - Holiday Standby Duty shall commence as of quitting time the day before the holiday. (For example, if the holiday falls on Monday, the Holiday Standby Duty shall commence at the normal starting time on the Monday, and shall continue through to the following day's normal start time.) An employee who serves Holiday Standby Duty shall receive a flat rate of one hundred five dollars and ninety-six cents (\$105.96) per holiday. This Section shall not apply to those employees on Standby Duty pursuant to Sections 10.1.5 or 10.1.6.
- 10.1.10 Daily Standby Duty – Shall commence at the end of the regular work shift for the Parks and Facilities staff members. The purpose of daily stand-by is for circumstances such as special events, emergencies, and leave coverage. An employee who serves a single day of Stand by duty shall receive a flat rate of ninety-seven dollars and fifty cents (\$97.50) (note: $1 \div 7 \text{ days} = 14\% \times \$696.46 \text{ weekly rate} = \97.50). This rate is not adjusted by CPI-W since the weekly rate includes this factor.
- 10.1.11 The Standby Duty rates shall be adjusted annually by the mutually agreed Across the Board increase or the Consumer Price Index (CPI-W) Seattle as specified in Article 9.

10.2 CALL-BACK PAY

An employee who is called to return to work after having left the work location upon completion of their shift, shall receive a minimum of three (3) hours pay at the overtime rate; provided however, should they be called to return to work within three (3) hours from the starting time of their work shift, they shall receive compensation at the overtime rate only for that period from the callout to the start of their work shift. Upon request of the employee, the Employer shall endeavor to provide no less than a four (4) hour break between the completion of an employee's work on callback and the starting time of their work shift when the employee on callback has worked four (4) hours or more.

10.3 WORK IN A HIGHER CLASSIFICATION

In the event an employee operates equipment or works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at the next higher pay step of the higher classification that provides for an increase of at least five percent (5%) for the period worked, provided such work exceeds four (4) hours or more during a workday. This Article shall not apply to on the job training under the direction of an instructor. An employee may request to be tested and taken off training status.

Employees on a twelve (12) month Leave from their Job Classifications – Employees, who upon Employer approval, go on leave for the purpose of training within the Temporary Training Construction Inspector position shall return within twelve (12) months to their original job classification. Employees shall continue to accrue vacations, seniority, including time towards their progressions and all other benefits covered by Local Union No. 763 Labor Agreement.

The Employee shall be responsible for the payment of his/her dues to such Labor Organization which holds jurisdiction over the Temporary Construction Inspector

position. Representation during this temporary assignment will be the responsibility of the jurisdictional Union over the position.

10.4 MILEAGE REIMBURSEMENT

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

10.5 FOOTWEAR ALLOWANCE

Footwear - On the first payday in September of each year, the Employer shall distribute to each benefitted employee an allowance, for WISHA approved work footwear in the amount of two hundred dollars (\$200.00). New employees shall not be eligible for receipt of this benefit until completion of their probation period nor shall they receive more than one (1) allowance per calendar year.

Street clothing purchased by the City for an employee as part of a uniform will be considered taxable income.

10.6 LONGEVITY PAY

All employees who have completed 9 continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

Effective upon ratification of the Agreement, the above sentence will be amended to recognize long-term service and longevity will be added for all employees who have completed continuous years of service based on the chart below:

- \$ 50.00 total per month at the start of the - 10th_year of service
- \$100.00 total per month at the start of the -15th year of service
- \$150.00 total per month at the start of the - 20thyear of service

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Benefitted employees shall be granted the following holidays and such other days as the City Council may recognize without a reduction in pay:

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	
Day Before Christmas Day	Last regular work day before

Christmas Day	Christmas Day
Day Before New Year's Day	December 25th
	Last regular work day before
Floating Holiday	New Year's Day

11.2 RELIGIOUS HOLIDAYS

Benefitted employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

11.3 HOLIDAY OBSERVANCE

When one (1) of the above listed holidays falls on the sixth (6th) day of an employee's workweek, the fifth (5th) day shall be observed as the holiday. When one (1) of the above listed holidays falls on the seventh (7th) day of the workweek, the following day shall be observed as the holiday. For those employees on a 4/10 work schedule or other alternate schedule, when one (1) of the listed holidays falls on one (1) of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

When an employee requests a Floating Holiday, the request must give at least one (1) week advance notice. The employee must have completed probation to be eligible for his/her floating holiday. Granting of the Floating Holiday shall be based on departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day. A Floating Holiday shall equal an eight (8) hour period.

11.4 HOLIDAY ON DAY OFF

Benefitted employees shall receive eight (8) hours' holiday benefit pay for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

11.5 HOLIDAY COMPENSATION

Should any work be performed by an employee on a holiday at the direction of their supervisor, they shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Benefitted employees shall receive vacation leave each year based upon the following schedule:

YEARS OF EMPLOYMENT	ANNUAL VACATION (DUTY HOURS)
1st -4th years	104 hours
5th -7th years	128 hours
8th -10th years	136 hours
11th -13th years	144 hours
14th - 16th years	160 hours
17th - 19th years	176 hours
20th - 24 th years	192 hours
25 th year and thereafter	200 hours

The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with their anniversary date of employment.

Vacation leave shall accrue during any leave without pay on a pro rata basis. Such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation hours under the schedule at Section 12.1.

An additional eight (8) hours of vacation shall be granted in the event a holiday falls within the employee's vacation period.

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

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

Taking any leave without pay in any pay period shall result in a pro-rationing of vacation accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

12.2 VACATION SCHEDULING

Employees shall provide two (2) weeks notice to the Employer for vacation leave of more than one (1) week. With approval of the Department Director, vacation may be taken in one (1) hour increments. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.

Employees shall have the option of using compensatory time (consistent with Article 6.5) or vacation leave for approved paid time off.

12.3 VACATION PAY

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

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

Earned vacation leave may be taken at any time during a period of sickness after the exhaustion of sick leave. At the employee's election, accrued comp time may also be used.

12.4 VACATION UPON TERMINATION

Upon separation from City employment, employees who have been employed by the Employer for six (6) or more consecutive months shall receive pay in lieu of unused earned vacation leave up to a maximum of two hundred forty (240) hours. Any vacation leave accrued beyond the afore-referenced maximum shall be forfeited and shall not form the basis for any severance pay or additional compensation. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from City employment, unless approved by City Manager or designee.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Sick Leave - Employees are expected to be on the job, and on time, unless excused by their supervisor or Department Director. Periodic review of employee's attendance records shall be made by each department. Excessive absenteeism or tardiness, or use of sick leave for purposes other than those provided for in this Agreement shall result in disciplinary action against the employee.

13.1.1 Regular employees sick leave with pay shall accrue at the rate of eight (8) hours of leave for each calendar month of the employee's service and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours. Taking any leave without pay in any pay period shall result in a pro-rationing of sick leave accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

13.2 SICK LEAVE USAGE

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

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

After three (3) days and/or at the discretion of the Department Director, certification of illness by a health care provider may be required for approval of sick leave with pay. Certification shall be on a form provided by the Employer and signed by a health care provider stating that the employee has been ill and is now able to return to work and perform the required duties.

Continuance of sick leave pay during absence from duty is contingent upon the employee or someone on their behalf notifying their immediate supervisor of the reason for absence and probable duration of absence within one (1) hour of the regular starting time on the first (1st) day off duty and each day thereafter, provided the illness is not long term.

Absence for a fraction or part of a day that is chargeable to sick leave shall be charged proportionally in an amount not smaller than one-half (1/2) hour a day. Holidays and other normal days off during the week shall not be charged against sick leave.

13.3 SHARED LEAVE

The City may permit an employee to receive donation of vacation or comp time consistent with the then current Shared Leave policy.

13.4 COORDINATION - WORKER'S COMPENSATION

In the event an employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Workers' Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay only the difference between the benefits and payments received under such insurance or act, by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment or contribution by the Employer shall be limited to the period of time that such employee has accumulated sick leave credits as hereinbefore specified.

13.5 FAMILY MEMBER

Sick leave may be utilized as referenced above in this article for an immediate family member requiring the employee's attendance.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

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

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

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

During unpaid leave, an eligible benefitted employee shall maintain accrued leave, but shall not accrue any additional leave.

14.2 JURY DUTY/COURT

An employee required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee or Quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such service.

14.3 MILITARY LEAVE

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

14.4 BEREAVEMENT

Should an employee or a member of the employee's household suffer a death in their immediate family, such employee shall be allowed up to twenty-four (24) hours pay per event to attend the funeral. This leave is not cumulative from year to year.

14.4.1 Upon request, and approval from the Department Director additional time up to twenty-four (24) hours of an employee's accumulated sick leave may be utilized where circumstances warrant it.

14.5 MAINTENANCE OF SENIORITY

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

14.6 LEAVE WITHOUT PAY

As appropriate for the type of leave requested, paid leave accruals (not inclusive of comp time) will be utilized prior to unpaid leave.

If authorized by the Employer or required by law, regular employees may take up to six (6) months leave of absence without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of 30 calendar days require authorization by the City Manager or designee. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted.

14.7 FAMILY LEAVE – FMLA

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

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any other reason other than the medical condition

initially qualifying for the FMLA absence, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

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

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement and subject to the retention provisions provided for in the Employer's Personnel Policy. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

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

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

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the then current Inclement Weather Policy of the City. The goal shall be to continue to provide essential City services, consistent with public and employee safety and emergency operations priorities.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer may self-insure medical and/or dental insurance coverage or select a new medical and/or dental insurance plan and shall make

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

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

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

Changes in insurance carrier shall be subject to Article 15.1.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance – Effective January 1, 2009, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities Regence Medical Plan B or Group Health Plan 2 for each employee of the bargaining unit.

Dental and Vision - The Employer shall pay each month into the following Benefit Trust Funds those amounts required on behalf of each eligible employee who was compensated forty (40) hours or more in the month preceding the month in which the contribution is due:

Northwest Teamsters Dental Trust Fund (Plan A)
Western Vision Services Plan (Association of Washington Cities Plan)

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

15.2.1 In the event the employee elects Group Health Cooperative coverage, the employee shall pay the additional amount in premiums that exceed those rates set forth within Section 15.1.

15.2.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Funds to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

15.3 FLEXIBLE SPENDING ACCOUNT – FSA

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

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

15.4 RETIREMENT

Teamster Pension – Effective January 1, 2009, the City shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each straight time hour for which compensation is paid up to a maximum of one hundred and eighty-four (184) hours per calendar month. The City shall pay up to the contribution rate of thirty five cents (\$0.35) per hour. Any rate above the thirty-five cents (\$0.35) shall be diverted from the hourly rate of pay for each employee up to the maximum of one hundred and eighty-four (184) hours per calendar month.

15.4.1 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of contributions due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

15.4.2 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 15.4 on behalf of all individuals performing bargaining unit work, including part-time employees, temporary employees, summer help and seasonal help.

15.4.3 Upon written notice by the Union and effective no sooner than 60 days after such notification, the Employer shall additionally transmit to the trust via payroll deduction in an amount, per hour, determined by the membership, applicable to the bargaining unit members.

Teamsters Retiree's Welfare Trust - If directed by the Union and effective no sooner than 60 days after notification, the Employer shall divert from the hourly rate of pay of each employee each month one hundred percent (100%) of the premium necessary to provide coverage under the Teamsters Retiree's Welfare Trust on behalf of each employee who is compensated eighty (80) hours or more in the month preceding the month in which the contribution is due. The Union shall inform the Employer after a vote of the membership has affirmed the desire to divert such wages.

State Retirement (PERS) - Pensions for employees and contributions to pension funds will be governed by the Washington State statutes in relation thereto in existence during the contract period.

15.5 VEBA

Effective January 1, 2009, the employer shall provide access to a Voluntary Employee's Beneficiary Association Trust (VEBA) for eligible employees. The City agrees to provide a mandatory payroll deduction for this plan. All eligible employees will be required to sign and submit to the City an HRA VEBA Enrollment Form. A copy of the HRA VEBA Plan will be provided to each eligible employee for reference.

15.5.1 If directed by the Union (and effective no sooner than 60 days after notification), the Employer shall contribute to the Plan via payroll deduction on behalf of all employees in the bargaining unit *as* determined by the bargaining unit. The amount shall be calculated and contributed on a monthly basis and the employee's salary shall be reduced in an equal amount.

15.5.2 Contribution levels for this bargaining unit will be in force for each subsequent calendar year until such time one or more members of the bargaining unit request to vote a change in the contribution level for the following year. The amount shall be determined by a majority vote of members in the bargaining unit. Tie votes will be resolved by a flip of a coin.

ARTICLE 16 – TRAINING

16.1 TRAINING

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with then current policy.

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA).

Certifications – Upon written request, the Employer shall pay for one (1) job related license, professional certification or professional affiliation per employee. Additional requests may be made, on an exceptional basis, and consideration weighed by the work-related value. Excluded from this reimbursement are license fees and/or designations specified as a minimum qualification for the employee's current job classification, such as drivers' license and Commercial Drivers Licenses.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

17.2 COMPOSITION OF COMMITTEE

To accomplish this end, a labor/management committee shall be composed of representatives of the Employer and of the Union. Said employees shall be allowed to attend the labor/management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

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

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

Safety - The Employer and employees shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

Commercial Drivers Licenses - For all employees employed as of the signature date of this Agreement, the Employer shall pay up to fifty-five (\$55.00) or the actual cost at an Employer designated facility, whichever is the greater, for the cost of any physical exam necessary for the attainment or renewal of a Commercial Drivers License.

Commercial Drivers License's Substance Abuse Testing Policy is incorporated by Appendix A.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's instruction and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

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

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

18.3 DRUG FREE WORKPLACE

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of their Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the City's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the City's substance abuse policy.

18.4 WORK PLACE VIOLENCE

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A "Grievance" means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

19.2 GRIEVANCE PROCEDURE

In the event of a grievance, the following procedure shall be used:

STEP 1 - An employee must present a grievance within twenty (20) working days of its alleged occurrence to the employee's supervisor. The supervisor will provide a copy to Human Resources. The supervisor shall attempt to resolve it within five (5) working days after it is presented.

STEP 2 - If the employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within ten (10) working days of the supervisor's response to the Department Director by a Union representative. The Union may initially file a grievance at this STEP. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the Section of the Agreement violated and the remedy sought. The Department Director shall attempt to resolve the grievance within five (5) working days after it has been presented to them.

STEP 3 - If the employee and/or the Union is not satisfied with the solution by the Department Director, the grievance may be presented within ten (10) working days to the City Manager or designee. The City Manager or designee shall attempt to resolve the grievance within fifteen (15) working days after it is presented.

STEP 4 - If the grievance is not resolved by the City Manager or designee, the grievance may, within fifteen (15) working days, be referred to arbitration. The appointment of the Arbitrator shall be by mutual agreement. Should the parties not reach mutual agreement, either party may request the Public Employment Relations Commission to provide a list of five (5) arbitrators from which the parties may select one (1). The representatives of the Employer and the Union shall alternately eliminate the name of one (1) person from the list until only one (1) remains. The party striking the first name shall be selected by lot. The last remaining name on the list shall be the Arbitrator selected to hear the dispute.

By mutual agreement between the Union and the Employer, the afore-referenced time limits may be waived.

It shall be the function of the Arbitrator to hold a hearing at which the parties may present their cases concerning the grievance. The Arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. 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 hereto shall pay the expenses of their own representatives and the expenses of the Arbitrator shall be borne equally by the parties hereto.

The term "employee" for purposes of this Article may mean the employee accompanied by his Union representative, if they so desire.

Neither the Arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or change any of the present provisions of this Agreement.

19.3 UNION/EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer/employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this

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

The Union may initiate at Step 2 anytime that a grievance involves a group of employees (five or more or three or more from different teams or departments). Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

No employee shall strike, slowdown, interfere with the operation of the department, or refuse to perform the employee's assigned duties to the best of the employee's ability, nor shall the Union cause or condone any strikes, slow downs or other interference with the normal operations of the Employer during the life of this Agreement. The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

21.1.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the

provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.

21.1.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

21.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.

21.1.4 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.

21.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. Upon the request of one (1) party to the other, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

This Agreement shall be effective January 01, 2009 and shall remain in full force and effect through December 31, 2011.

This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been consummated or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event may this Agreement be terminated earlier than one (1) year following the expiration date.

23.2 ENTIRE AGREEMENT

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

SIGNATURES

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF KIRKLAND,
WASHINGTON

By _____
David A. Grage, Secretary-Treasurer

By _____
David Ramsay, City Manager

Date _____

Date _____



City of Kirkland

123 Fifth Avenue • Kirkland, Washington 98033-6189 • (425) 828-1100 • TTY
(425) 828-2245

APPENDIX A

City of Kirkland

Commercial Driver's License

Substance Abuse Policy

November 2008

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**CITY OF KIRKLAND
COMMERCIAL DRIVERS LICENSE
SUBSTANCE ABUSE POLICY**

I. INTRODUCTION

A. Purpose

The purpose of this policy is to establish compliance with the Federal Highway Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety-sensitive positions, including those who are required to hold a Commercial Driver's License. This policy sets forth the City of Kirkland's alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

B. Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Kirkland. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants under the circumstances outlined in this policy.

C. Applicability

The following groups of employees are required by law to participate in the drug and alcohol testing program:

1. Regular employees who are required to operate a commercial vehicle as part of their routine job duties;
2. Temporary employees who are required to operate a commercial vehicle as part of their routine job duties;
3. Any employee who possesses a Commercial Driver's License who may at any time operate a commercial vehicle on an on-call, emergency, or unscheduled basis (including supervisory employees who may be called upon at any time to operate a commercial motor vehicle);
4. Current employees who transfer or promote to a position requiring operation of a commercial vehicle and possession of a Commercial Driver's License;
5. A pre-employment drug test is required of all persons given a conditional job offer for a position that meets the description outlined above.

D. Definitions

Accident – Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) an accident involving a moving violation citation and bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicles to be transported away from the scene by a tow truck or other motor vehicle.

Alcohol - Alcohol concentration (AC) means the concentration of alcohol in a person's blood or breath. When expressed as a percentage it means grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath. (* Federal Motor Carrier Safety Administration – Regulation -390.5.htm)

Driver - This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

Commercial Vehicle - A commercial vehicle is one that either: (1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (2) is designed to transport 16 or more persons, including the driver; or (3) is used to transport hazardous materials.

Drugs - For the purposes of this policy, in accordance with the applicable federal regulations, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Safety Sensitive Position - For the purposes of this policy, these are positions associated with the driving of commercial vehicles.

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

E. Designated Contact

The following individual(s) have been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance:

Safety/Risk Analyst

Human Resources Analyst

F. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems

and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Office.

For EAP services, contact Kirkland's EAP provider at 1-800-570-9315.

G. Testing, Evaluation, and Referral Services

The City has contracted with Healthforce Occupational Medicine Consortium Services for much of the administration of this program. The City has contracted with Healthforce to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Test Collection Site:

Dynacare Laboratories
12911 120th Avenue NE – Suite D-60
Kirkland, WA 98034

Drug & Alcohol Test Collection Site:

Healthforce - Bellevue
13033 Bel-Red Road, Suite 110
Bellevue, WA 98005

Testing Laboratory:

Drug Proof
Laboratory of Pathology
1229 Madison, Suite 500
Seattle, WA 98104
206-386-2661

Medical Review Officer

Healthforce
18323 Bothell-Everett Highway
Suite 220
Bothell, WA 98012
425-242-3651

Substance Abuse Professional:

Healthforce
Alderwood Professional Building
3924 204th Street SW, Suite 111
Lynnwood, WA 98036
1-800-570-9315

H. Prohibited Conduct

The following conduct regarding alcohol and drug use or abuse is prohibited:

1. Alcohol Concentration

An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.02 or greater.

2. Alcohol Possession and On-Duty Use of Alcohol

An employee may not possess or use alcohol while on duty or while operating a commercial vehicle.

3. Pre-Duty Use of Alcohol

An employee may not operate a commercial vehicle within four (4) hours after using alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

4. Alcohol Use Following an Accident

An employee required to take a post-accident alcohol test may not use alcohol for eight hours following the accident, or until a post-accident alcohol test is given, whichever comes first.

5. Use of Drugs

Any employee, covered by this policy, shall not report for duty or remain on duty following use of a drug or drugs. Except when a physician has advised the employee and the supervisor that the drug does not adversely alter the employee's ability to safely perform their duties, including the operation of a vehicle. Employees are required to inform the supervisor of any therapeutic drug use if the drug may result in a positive test. Use of over-the-counter substances must be used in accordance with the guidelines of its safe use.

6. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as defined by this policy.

7. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

8. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute, or otherwise obstruct any testing process required under this policy.

9. Possession, Transfer or Sale

No employee may possess, transfer, or sell drugs or alcohol while on duty or City premises.

II. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

If an applicant has received a conditional offer of employment for a position that requires a CDL, per FMCSA 391.23(e), the City must obtain the following information from all previous DOT regulated employers that employed the driver within the previous three years from the date of application, in a safety-sensitive function that required alcohol and controlled substance testing.

- 1) Alcohol tests with a BAC 0.04 or higher alcohol concentration
- 2) Verified positive drug tests
- 3) Refusal to be tested (including verified adulterated or substituted drugs test results)
- 4) Failure to undertake or complete a rehabilitation program.

The City may offer conditional employment to the new employee prior to obtaining the information from previous employers. If the information has not arrived by the anticipated start date, and if the person has passed the pre-employment drug test, the person may be conditionally hired. If the requested information is not obtained from the previous employers within thirty (30) calendar days of the date of hire, the conditional employment shall cease and the employee shall be released. If the information obtained from previous employers indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, the conditional employment shall cease, unless the person can provide information indicating a treatment program was successfully completed, including return-to-duty testing.

III. TESTING

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs prior to being placed in a safety-sensitive position. New employees will not be placed in a safety-sensitive position until a verified negative drug test results are obtained. If pre-employment drug testing is not utilized new hired employees will not be placed in a safety-sensitive position until a verified drug test has been obtained or test confirmation for the new employee is received from a prior employer.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in rescinding the conditional offer of employment by the City. A City employee who is seeking to transfer to a position requiring the driving of a commercial vehicle and tests positive will be denied transfer and be eligible to re-apply after a period of six (6) months.

B. Random Testing

The names and social security numbers for employees covered by these procedures at the City have been included in the Healthforce drug and alcohol testing pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by Healthforce and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 250 random alcohol tests conducted throughout the year.

Healthforce uses a software program called HEIDI to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing, and others will be selected for both drug and alcohol testing.

Each month, Healthforce will send the names of individuals selected for random testing to the City's Safety/Risk Analyst. These names will be maintained in a confidential manner.

Employees selected for random testing will be scheduled for a test by the Safety/Risk Analyst during the month that the name was selected. The appointment for the collection will be made in advance and maintained in a confidential manner by the Safety/Risk Analyst until the day of the collection. The supervisor and/or the employees will not be notified until just prior to the testing. The employee may request a union steward to accompany him/her to the testing site, provided the sample must be collected within two (2) hours following notification.

Upon notification of selection for random testing, the employee will receive a *Donor Notification of Scheduled Drug and/or Alcohol Test* letter from the Safety/Risk Analyst contact. The employee must present the *Donor Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed directly to the collection site for testing. The collection and testing procedures are outlined in Attachment A.

If an employee scheduled for an alcohol test receives a confirmed test result with a blood alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

C. Reasonable Suspicion Testing

According to the federal regulations, reasonable suspicion testing is to be based on “specific, contemporaneous, articulately made observations concerning the appearance, behavior, speech, or body odors of the employee.” Only supervisors (or management staff) who has been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance, or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors are required to complete an *Impaired Behavior Incident Report Form* (Attachment D) as soon as possible. When possible, the observation shall be witnessed by another supervisor and verified on the observation form.

If a supervisor has reasonable suspicion to believe that an employee who is on duty or about to go on duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately and notify Human Resources. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site as soon as possible by the supervisor for testing. The employee may request a union steward to accompany him/her to the collection site, provided the testing is not unreasonably delayed.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee is on work duty. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

1. An alcohol test is administered and the driver’s breath alcohol concentration measures less than 0.02; or
2. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

D. Post-Accident Testing

All employees covered by these procedures will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road which results in:

2. A fatality, OR
3. The driver receives a citation under state or local law for a moving violation, AND
 - a. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene, OR
 - b. one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle, OR
4. As otherwise necessitated by Federal Motor Carrier Safety Administration Part 382.

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. Supervisors are responsible for determining if the accident qualifies the driver for post accident testing and, if so, should escort the employee to the collection site. Employees may request a union steward to accompany them to the collection

site, provided it does not cause an unreasonable delay. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Employees subject to post-accident testing are prohibited from consuming alcohol for eight hours following the accident, or until the employee has completed the alcohol test, whichever comes first. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

E. Return-to-Duty and Follow-Up Testing

All employees who have engaged in prohibited conduct as defined in the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles, including those who have tested positive for drugs or alcohol, are subject to return-to-duty testing and may be subject to follow-up testing.

1. Return-to-Duty Testing

After engaging in prohibited conduct regarding alcohol or drug use, an employee is required to undergo a return-to-duty alcohol and/or drug test prior to returning to a duty which requires driving a commercial vehicle. A return-to-duty alcohol test must result in a breath alcohol concentration of 0.02 or less. A return-to-duty drug test must result in a verified negative result.

2. Follow-Up Testing

Employees who successfully complete a rehabilitation program and are released to return to work, in addition to being subject to reasonable suspicion testing at any time, will be subject to follow-up testing, which involves unannounced drug and/or alcohol testing at least 6 times during the following 12 months. The follow-up testing period for each incident will not exceed twenty-four (24) months unless the SAP recommends a longer period of rehabilitation which shall not exceed sixty (60) months.

F. After-Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by Healthforce for such occurrences.

G. Re-Tests

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within seventy-two (72) hours (excluding weekends) of notification of a positive test result by the Medical Review Officer (MRO).

H. Refusal to Take Alcohol or Drug Test

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

1. A failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing in accordance with the procedures manual;
2. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
3. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

IV. TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:
 - a. Random testing
 - b. Reasonable suspicion testing
 - c. Post-accident testing
 - d. Pre-employment testing
 - e. Follow-up testing
 - f. Return-to-duty testing
2. Employees are responsible for the costs associated with the following tests:
 - a. Split sample re-tests made at the employee's request.

If a split sample re-test returns a negative result, the City will reimburse the employee for the cost of the test.
3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee over and above the costs paid by the employee's benefits.

B. Pay Status

1. Time Spent Testing

Employees will be compensated for time spent directly reporting to the testing facility (and return) and during the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Follow-up testing

Employees are responsible for taking the following tests on their own time:

- a. Return-to-duty testing

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid administrative leave pending the outcome of the test results.

3. Alcohol Concentration of 0.02 but less than 0.04

If an employee receives an alcohol test result of at least 0.02 but less than 0.04, the employee must be removed from duty which requires driving a commercial motor vehicle for at least twenty-four (24) hours following the administration of the test.

4. Positive Drug Test or Alcohol Test Result of 0.04 or Higher

An employee who receives a positive drug test or who tests 0.04 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the policy (see Consequences of Engaging in Prohibited Conduct and Positive Drug or Alcohol Test

V. TESTING METHODS

A. Drug Testing

The drug testing requires candidates to provide a urine specimen of at least 45 ml to be tested for the presence of amphetamines, cocaine, marijuana (THC), opiates, and phencyclidine (PCP). The specimen will be sent to a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO). Specific collection procedures and analytical procedures are covered in Attachment B.

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site. The first test performed will be a screening test. If the screening test results in an alcohol concentration of less than 0.02, it will be considered a negative test. If the screening test results in an alcohol concentration of 0.02 or greater, a second, or confirmation test is performed within 15 to 20 minutes. Specific alcohol testing procedures are covered in Attachment A.

VI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS

A. Positive Test Result

If an employee tests positive for drugs, engages in other prohibited conduct, or has an alcohol test that indicates a blood alcohol level of 0.04 or greater from a random, reasonable suspicion, or post-accident test, the employee will be immediately removed from all duties requiring the driving of a commercial vehicle. Disciplinary action may also be initiated, which takes into consideration the employees past record. The employee will not be permitted to return to work unless he/she:

1. Has been evaluated by a qualified Substance Abuse Professional; and,
2. If recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. Has a verified negative result on a return-to-duty alcohol (less than 0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and a negative return-to-work drug test, the Substance Abuse Professional will establish a follow-up testing plan. The City must ensure the plan is carried out. A minimum of six tests MUST be conducted in the first 12 months. Employees may be subject to testing for a maximum of 60 months.

B. Alcohol Concentration of 0.02 but Less Than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least twenty-four (24) hours.

VII. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees as with any other illness or disability including the right to request reasonable accommodation.

Sick leave, vacation leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

Any such voluntary program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the City.

VIII. TRAINING AND EDUCATION

The City will provide all required employees with access to this Appendix A (City of Kirkland Commercial Driver's License Substance Abuse Policy) and access to all other information that are State and Federal regulations and other information as may be required by the federal regulations.

Managers and supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or drug testing will receive at least 60 minutes of training on alcohol and 60 additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

IX. CONFIDENTIALITY AND RECORD RETENTION

All records related to drug and alcohol testing will be maintained in a secure location with controlled access and maintained in a confidential manner. These records will be kept in the employee's medical file.

ATTACHMENT A

HealthForce Occupational Medicine Occupational Medicine Drug Testing Collection Policies & Procedures

The following instructions will be available to each collector and donor. All the specimens **MUST** be collected in strict compliance with these instructions. If you have any questions, please contact the lead nurse or the Medical Review Office.

Designation of Collection site

The collector will use the area or areas defined as the designated collection site. The collection site will provide an enclosure for private urination, a toilet for completion of urination, a source of water for hand washing, and a clean surface for the collector and donor to complete paperwork.

Security

The collector will utilize the following minimum procedures for ensuring against unauthorized access to the collection site and the compromise of the integrity of the collection process:

1. The collection site will be cleaned, searched and secured prior to specimen collections. Once the site has been verified secure, the door will be kept closed at all times when not being used for obtaining urine specimens.
2. The collector will maintain this security during the collection process
3. The collection site will post signs preventing access to all unauthorized personnel during the collection process.

If an alternate site is used, the requirements set forth above must be complied with and maintained. The collection site will maintain security of the collection area from the time the specimen is presented until the sealed mailer is transferred for shipment. The mailer shall be immediately mailed, maintained in a secured storage area or remain under the personal control of the collector until specimens are shipped.

Chain of Custody

Handling and transportation of urine specimens from one authorized individual to place to another shall always be documented through the chain of custody. Every effort will be made to minimize the number of people handling the specimens.

Access Limited to Authorized Personnel

No unauthorized personnel shall be permitted in any part of the designated collection area where urine specimens are collected and stored. Only the collector may handle the specimen prior to its being secured in the mailing container. In order to promote the security of the specimens, avoid distractions to the collector and ensure against any confusion in the identification of specimens, the collector shall only conduct one collection at any given time. For this purpose, the collection process is completed when the urine bottle has been sealed and initialed, the custody and control form has been executed and the employee has departed the collection site.

Privacy & Observed Collections

The collector will be responsible for using procedures for collecting urine specimens which allow the donor privacy during urination, unless there is reason to believe that a particular donor may alter or substitute the specimen to be provided, as further described in this section. For purposes of this plan, the following circumstances are the exclusive grounds constituting reason to believe that the donor may alter or substitute the specimen, thereby requiring an observed collection:

1. The donor presents a urine specimen that falls outside the normal temperature range.
2. The last urine specimen provided by the donor (i.e.: on a previous collection) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 20 mg/dl
3. The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (i.e.: substitute urine in plain site, blue dye in specimen etc.)
4. The donor has previously been determined to have used a controlled substance without medical authorization and the collection is being conducted as part of a rehabilitation program. The donor presents to the collection site for a return to duty screen after rehabilitation has been completed or under DOT regulations governing follow-up testing after completing a return to duty collection.

Integrity and Identity of Specimens & Collection Procedures

The collector will take precautions to ensure that the urine specimen will not be adulterated or diluted during the collection process and that the information on the urine container and the chain of custody form can identify the donor from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of the specimens, bluing agents shall be placed in the toilet tanks wherever possible so that the water reservoir always remains blue. Where practical, there shall be no other source of water (i.e.: no shower or sink) in the same enclosure where urination occurs. If there is another water source, it shall be effectively secured or monitored to ensure that it is not used as a source for diluting the specimen.
2. When the donor arrives at the collection area, the collector will ensure that the donor is positively identified as the employee selected for testing (i.e.: through presentation of photo identification or by the donor's accompanying supervisor). If the donor's identity cannot be established, the collector shall discontinue with the collection and notify the company contact.
3. If the donor fails to arrive at the designated time, the collector shall note the discrepancy and notify the company contact.
4. The collector shall ask the donor to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the donor's urine specimen. The collector will have the donor empty pockets for inspection. The collector shall ensure that the donor's personal belongings remain together and secure. The donor may retain his/her wallet. If the belongings are to be secured out of site from the collector, the donor may request a receipt for his/her items.
5. The donor shall be instructed to wash and dry his/her hands prior to the collection.
6. After washing, the donor shall remain in the presence of the collector and shall not have access to any water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen.

7. The collector shall note any unusual behavior or appearance on the chain of custody.
8. In the exceptional event that an employer-designated collection site is not accessible and there is an immediate requirement for a specimen collection (i.e.: accident investigation), a public restroom may be used according to the following procedure: a collector of the same gender as the donor shall accompany the donor into the public restroom which shall be made secure during the collection process. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collector will remain in the restroom, but outside the stall until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collector shall instruct the donor not to flush the toilet until the specimen is delivered to the collector. After the collector has possession of the specimen, the donor will be instructed to flush the toilet and to complete the chain of custody with the collector.
9. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60 ml.
10. If a collection container is used, the collector, in the presence of the donor, pours the urine into two specimen bottles for a split collection. Thirty (30) ml shall be poured into the primary container and at least fifteen (15) shall be poured into the secondary container for the split. If a single specimen bottle is used as a collection container, the collector shall pour 30 ml of urine into a second specimen bottle - to be used as the primary specimen - and retain the remainder (at least 15 ml) in the collection bottle for the split specimen.
11. After the specimen has been provided to the collector, the donor shall be allowed to wash his/her hands.
12. Immediately after the specimen is collected, the collector shall measure the temperature of the urine. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed 4 minutes. The collector will also inspect the specimen to determine its color and to look for signs of contaminants. Any unusual findings shall be noted on the chain of custody.
13. The collector shall place securely on the bottle an identification label which contains the date, the specimen ID number and the donor's initials. The donor shall initial the labels on the specimen bottles for the purpose of certifying that they are the specimens collected from the donor.
14. The collector shall enter all the identifying information required for completion of the chain of custody. The collector shall sign the chain of custody to certify that the collection was accomplished in accordance with the instructions provided.
15. The donor shall be asked to read and sign the statement on the chain of custody certifying that the specimen identified as having been collected from the donor is in fact the donor's and that it has not been tampered or adulterated in any fashion.
16. Both the donor and the collector shall keep the specimen in full view at all times prior to being sealed and labeled. The specimen will be sealed by tamperproof seals over the top and down the sides of each bottle and labeled in the presence of the donor. If the specimen is to be transferred to a second container, the collector shall request that the donor observe the transfer and the placement of the seals.
17. The specimen is now ready for shipment. Both bottles shall be shipped in a single shipping container to the laboratory together with the lab copies of the chain of custody. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
18. The collector will distribute the various copies of the chain of custody accordingly.

Adulterated, Cold or Shy Bladder Specimens

If the temperature of the specimen is outside the range of 90 - 100 degrees Fahrenheit (32 - 38 degrees Celsius) and the oral body temperature of the donor does not explain or concur with the specimen temperature, there is reason to believe that the donor may have adulterated or substituted the specimen. Another specimen shall be collected under direct observation of the same gender collector or medically trained person, and BOTH specimens shall be forward to the lab for testing. The donor's employer shall review and concur in advance with any decision by the collector to obtain specimen under direct observation based upon these circumstances.

Upon receiving the specimen from the donor, the collector shall determine that it contains at least 45 ml of urine. If the donor is unable such a quantity, the collector shall begin the "Shy Bladder Protocol". The collector shall instruct the donor to drink up to but not exceeding 40 oz of fluids over a period of up to 3 hours... The original insufficient specimen shall be discarded and with each next attempt, a new sealed collection bottle will be used. If after the allotted time and fluids, the donor is still unable to provide an adequate specimen, the insufficient specimen is again discarded, the testing discontinued and the designated company contact notified of the situation. The MRO shall perform a medical evaluation to develop pertinent information concerning whether the donor's inability to provide a specimen is genuine (medical) or constitutes a refusal to test. Upon completion of the evaluation, the MRO shall his/her conclusions to the employer in writing.

Release of Information

When specified, the donor may be required to sign a consent/release form authorizing the collection of the specimen, analysis of the specimen for the designated controlled substances and the results released to the employer. The donor may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of other personnel.

Direct Observation Collections Information

A drug screen collection may be done under direct observation only in very specific circumstances. A direct observation collection must be conducted by a collector of the same sex as the donor. In all cases, the collector should annotate in the remarks section that the collection was a direct observation collection.

Required Observation: The DOT regulations *require* an immediate second collection under direct observation in the following circumstances:

1. The donor has provided a specimen that falls outside the acceptable temperature range and then *refuses* to provide measurement of body temperature, or the donor's body temperature varies by 2°F or more from the temperature of the specimen.
2. The collector observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (i.e.: substitute or adulterate urine in plain view, blue dye in specimen presented to the collector).

*** In the above two circumstances, it is the responsibility of the collector to see that the direct observation is done.*

Permitted Observation: The DOT regulations *permit* a urine specimen collection to be collected under direct observation under the following circumstances:

1. The last specimen provided by the donor (e.g., on a previous DOT-mandated drug test) was determined by the laboratory to be a dilute sample (specific gravity of less than 1.003 *and* a creatinine concentration below 0.2g/L).
2. The donor had a verified positive result on a previous DOT-mandated drug test and is subject to return to duty or follow-up testing under DOT regulations.

*** In the above two circumstances, it is the responsibility of the employer to notify the collection site personnel when a direct observation is warranted.*

Breath Alcohol Testing

- Check patient's picture I.D.
- Explain test procedure
- Complete Step 1 of DOT BAT Form
- Patient completes and signs Step 2 of DOT BAT Form. If patient refuses to sign the form, it is considered a refusal to take the test. Note the refusal in the "Remarks" section.
- Verify sequential test number on the EBT with the patient and document in Step 3
- Insert ticket when EBT message states to do so
- Enter required information into EBT
- Open sealed mouthpiece in view of the patient and attach to EBT
- Collect breath sample by instructing the patient to take a deep breath and blow steadily into the mouthpiece of at least 6 seconds or until adequate sample has been obtained
- Show patient the result displayed on the EBT

If Negative:

- Date and Sign the certification in Step 3
- Sign Evidence Ticket
- Have patient read, sign and date the certification in Step 4. If patient has already given a breath sample but does not want to sign, it is NOT considered a refusal; but you must note that the patient refused to sign in the "Remarks" section.
- Attach EBT Ticket copies to the designated space on appropriate copies of DOT BAT Form.
- Distribute copies as follows:
 - Copy 1** Employer (Confidential-Phone Call, FAX, Mail or In Person as noted in protocol)
 - Copy 2** Employee
 - Copy 3** Forward to MRO Office (G1-BH). If done with a SAMHSA drug screen, attach to MRO copy of chain of custody.

If Positive (.02 or greater):

Do confirmation Test as follows:

- Observe 15 minute waiting period and explain restrictions to activities during this time period
- If patient has not complied with instructions during the waiting period, not in "Remarks" section
- Continue with testing procedure
- Use a new mouthpiece which has been opened in view of the patient
- Collect breath sample and show patient the result displayed on the EBT
- Have patient read, sign and date the certification in Step 4. If patient has already given a breath sample but does not want to sign, it is NOT considered a refusal; but you must note that the patient refused to sign in the "Remarks" section
- Attach EBT Ticket copies to the designated space on appropriate copies of DOT BAT Form
- Distribute copies as follows:
 - Copy 1** Employer (Confidential-Phone Call, FAX, Mail or In Person as noted in protocol)
 - Copy 2** Employee
 - Copy 3** Forward to MRO Office (G1-BH). If done with a SAMHSA drug screen, attach to MRO copy of chain of custody.
- Ensure IMMEDIATE transmission of results to employer to allow employer to prevent the employee from performing safety-sensitive function.

ATTACHMENT B

MRO Office Procedure

- ◆ Lab reports are transmitted to the MRO Office each morning
- ◆ Results are placed in company folder awaiting the receipt of the MRO copy of the Chain of Custody from the collection site
- ◆ When the MRO copy is received within 24-48 hours, it is matched by Social Security # and Specimen ID # to the result in company file

If test is negative:

- ◆ Result is reported to the confidential company contact by the MRO Coordinator either by phone, secure voicemail or secure fax line
- ◆ A result letter is generated and mailed to the company for their records

If the test is positive:

- ◆ MRO copy of chain of custody, lab result print-out, Certified Scientist copy of chain of custody, positive letter, and MRO routing slip are faxed to the MRO to begin the review process. The originals are hand-delivered by courier.
- ◆ The Medical Review Officer (MRO) makes contact with the donor and conducts a personal interview
- ◆ Based on the information supplied by the donor, the MRO either overturns the positive result (by verifying a prescription or other medical explanation), or verifies the positive result.
- ◆ If a verified negative, the MRO Office Coordinator calls the result to the company contact and mails a negative letter for the company's files
- ◆ If a verified positive, the Medical Review Officer calls the company contact with the result and can explain options and procedures if necessary
- ◆ As of June 13, 2002 the MRO will also contact the Department of Licensing to report the positive result for FHWA personnel.
- ◆ Positive letter sent to company.

ATTACHMENT C

City of Kirkland
DONOR NOTIFICATION OF SCHEDULED DRUG TEST

- Donor ID:**
 - Donor Name:**
 - Test Date:**
 - Work Location:**
 - Occupation/Job Title:**
 - Collection Site:**
-

Your name has been selected by a computerized program of random selection. This selection requires you to complete a urine drug test only. Your selection does not imply that your employer has a specific cause to suspect you of using illegal drugs and/or alcohol. Nonetheless, the DOT Anti-drug and Alcohol regulations and/or your employer's company drug screen policy require that the random specimens be collected.

You will be required to provide a 45 ml (1 & ½ oz) split urine specimen in the privacy of a stall. If you are unable to provide a specimen of sufficient quantity, you will be given up to three hours waiting period and required to drink up to 40 oz. of fluid. If you are unable to provide a urine specimen within three yours, your employer will be contacted to arrange for a medical evaluation by the Medical Review Officer (MRO). If the MRO determines there is no medical explanation for the inability to provide the specimen/sample, you will be deemed to have refused to submit to a required test.

If you refuse to provide the urine specimen, substitute the urine of another person, adulterate the samples, or fail the test, you will be removed from your safety sensitive duties and be subject to consequences as specified in your employer's Drug and Alcohol Testing Policy.

Present the following at the collection location:

1. Driver's License or other picture identification
2. Copy of this notification letter

This notice will be retained in your confidential drug and alcohol testing file, together with the Medical Review Officer's final determination of the drug test and/or alcohol results.

Please sign below to acknowledge the receipt of this notice.

Donor Signature: _____ **Date/Time:** _____

ATTACHMENT D

Impaired Behavior Incident Report Form

Use this checklist to describe the observed behavior that causes you to believe the employee's job performance is impaired. Provide additional information in each comment section as necessary. You do not need to write in complete sentences. Attach this form to the Testing Consent form. This checklist is to be kept confidential and should be placed in the employee's drug and alcohol testing file.

Name of Employee: _____

Location of employee while impaired: _____

Time impairment first observed: _____am/pm How long did you observe: _____

Name of other witnesses: _____

Did anyone complain to you about the employee's impaired behavior: If so, who: _____

Checklist of Possible Behaviors

- Physical mannerism hanged or unusual (staggering, gestures, posture)
- Alcohol on breath
- Excessive fatigue
- Out-of-control displays of emotion
- Unusual fear
- Memory problems (difficulty recalling instructions, data, procedures)
- Engaged in verbal or physical abusiveness
- Excessive swearing or hand/foot tremor
- Responsible for serious safety or security violation
- Caused or involved in serious accident or near miss
- Demanding, rigid, inflexible behavior(s)
- Clearly refused to do assigned work (when mixed with other behaviors)
- Made significant errors (when mixed with other behaviors)
- Behavior which disrupted workflow (when mixed with other behaviors)
- Complaints by co-workers or subordinates

Describe Incident:

Comments or Statements by Employee Indicating Possible Impairment:

Employee's Explanation for Impairment:

Supervisor/Witness Signature _____

Time _____ Date _____

ATTACHMENT E

**Drug/Alcohol Testing
Request Form**

Agency _____

Contact Person _____ () _____

Name and Place Where Samples are to be Collected _____

Address _____ City _____ State _____ Zip _____

Test Required
(Check One)

<input type="checkbox"/>	<input type="checkbox"/>	Drug & Alcohol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Post Accident	<input type="checkbox"/>	<input type="checkbox"/>	Follow-Up Testing
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	DOT covered employee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Cause	<input type="checkbox"/>	<input type="checkbox"/>	Return to Duty
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____							

Test Required
(Check One)

<input type="checkbox"/>	<input type="checkbox"/>	Pre-employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Post Accident	<input type="checkbox"/>	<input type="checkbox"/>	Follow-Up Testing
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Random	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reasonable Cause	<input type="checkbox"/>	<input type="checkbox"/>	Return to Duty
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____							

Name and Social Security Number of those to be tested (please print)

Name		Social Security Number

ATTACHMENT F

**Drug/Alcohol Testing
Consent Form**

Date: _____

Employee Name: _____

Name of Supervisor
Requesting Exam: _____

Name of Supervisor
Accompanying Employee: _____

Medical Consent: I consent to the collection of breath/urine samples by an authorized breath alcohol technician and/or laboratory staff to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information: I authorize said laboratory to release only that medical information obtained during this testing procedure which pertains directly and specifically to the CDL requirements to _____

Name of Agency

I understand that my alteration of this consent form; refusal to consent or cooperate fully with the collection of breath/urine samples; my tampering with any such samples; or my refusal to authorize release information constitutes insubordination, violates the drug and alcohol testing policy, and may be grounds for termination.

I also understand that a positive result on these tests is grounds for disciplinary action.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Supervisor Printed Name: _____

AGREEMENT

by and between

The City of Kirkland, Washington

and the

LOCAL #1837

The Washington State Council
of County and City Employees
of the
American Federation of State,
County and Municipal Employees
AFL-CIO

January 1, 2009 through December 31, 2011

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PREAMBLE

THIS AGREEMENT is made by and between the CITY OF KIRKLAND, WASHINGTON, (hereinafter referred to as the “Employer”), and Local 1837, Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the “Union”).

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

ARTICLE 1 – DEFINITIONS

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

- 1.1 Bargaining Unit (Union) shall be Local 1837 Washington State Council of County and City Employees of the American Federation of State, County and Municipal Employees, AFL-CIO.
- 1.2 Employer Seniority shall mean the period of continuous service, consistent with Article 8.
- 1.3 Continuous Service shall be uninterrupted employment with the Employer and is suspended during leaves without pay of thirty (30) continuous days or more.
- 1.4 Employer shall mean the City of Kirkland.
- 1.5 Employee shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the bargaining unit (as defined in Article 2.1 hereof) covered by this Agreement. Employee shall not include any person retained by the Employer under a written personal services or consultant contract or agreement.
- 1.6 Executive, Administrative, and Professional Employees shall mean all employees as defined in WAC 296-128-500.
- 1.7 Flex-time shall mean an authorized alternative work schedule.
- 1.8 Job classifications and salary steps are listed and categorized in Appendix A of this Agreement.
- 1.9 Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.
- 1.10 Job Classification Seniority shall be defined as the total length of continuous service in a position title within the Bargaining Unit.

1.11 Loudermill Rights is the process of being informed in regards to disciplinary action. Loudermill Rights are the employees' rights of due process and to not be deprived of the property rights of their positions without due process.

1.12 Members of Employee's Household shall mean persons who reside in the same home, who have reciprocal and natural or moral duties to and/or do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or a commune.

1.13 Oral Warning shall be consistent with Article 7.6 addressing specific performance issues and what needs to be done to correct the performance issue.

1.14 Overtime shall mean all Employer-required work which has been performed in excess of forty hours per week.

1.15 Promotion shall be the appointment of an employee to a higher paid classification.

1.16 Regular full-time Employee means any salaried employee, hired for an indefinite period of time, who works forty or more hours per week on a fixed, regular schedule and is compensated and accrues benefits based on full-time employment.

1.17 Regular Part-time Employee means any salaried employee, hired for an indefinite period of time, who works less than forty hours per week on a fixed regular schedule and is compensated and accrues benefits proportionate to the number of hours worked per pay period.

1.18 Temporary Employee shall mean an employee hired for a specific purpose or project and for a specific or definite period of time.

1.19 Transfer shall mean the reassignment of an employee to the same classification in a different Department with different duties and responsibilities, or to a different classification in any Department, provided such different classification is equal or lower in pay than the employee's previous classification. A transfer to a lower paid classification represents a voluntary non-disciplinary demotion.

1.20 Vacation shall mean a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he or she does not work.

1.21 Weingarten Rights are employees' rights to Union representation during an interview that the employee reasonably believes may lead to disciplinary action.

1.22 Working Day shall mean for the purpose of timelines associated with grievances, appeals and policy issues, an 8-hour working day, excluding holidays.

1.23 Written Warning shall describe both the problem and the needed correction in specific terms, and the potential consequences if it reoccurs. A Written Warning shall be part of employee personnel file. Weingarten Rights must be upheld.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular employees of the City of Kirkland as noted in the classifications identified in Addendum A – Salary Schedules, excluding supervisory and confidential employees.

2.1.1 The Employer also recognizes the Union as the exclusive bargaining representative for all temporary employees, as defined in Article 5.2.3, working in those job classifications except interns and work study students. The Union agrees that representation of temporaries shall not include input into decisions regarding the tenure of temporary employees. With respect to new job classifications, see Article 2.2.

2.1.2 The Employer also recognizes the Union as the exclusive bargaining representative for those Seasonal or On-Call employees working in represented job classifications, who attain benefits eligibility, consistent with Articles 5.2.4 and 5.2.5,

2.1.3 Both the Employer and the Union recognize the benefit of utilizing volunteers from the local community. Volunteers shall be limited to performing tasks enumerated in mutually agreed to job descriptions which shall include work that is supportive of work performed by regular bargaining unit employees.

2.2 NEW CLASSIFICATIONS

When new regular or temporary positions are created within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action ten (10) working days prior to the date that the position is first posted or advertised.

When existing classifications are substantially modified within the departments represented or the classifications listed in Article 9.1, the Union will be notified of the pending action within ten (10) working days of the date that the position is first posted / advertised or the proposed effective date of the action that would change the status of the classification.

It is mutually agreed that it is the intent of the parties to meet, upon request by either party, in order to include or exclude new or modified positions in the bargaining unit consistent with the duties, responsibilities, and organizational level of the classification.

The parties agree that new classification(s) designated and approved by the Employer to be within the non-represented pay plans shall be excluded from the bargaining unit, absent a request to meet within thirty (30) calendar days. Existing bargaining unit classifications shall remain within the bargaining unit absent a mutual agreement by the parties or a decision by the Public Employment Relations Commission (PERC).

If either party disagrees with the pay plan designation for a new or reclassified position, the parties recognize the determination of whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification to be included in the bargaining unit, the position shall be placed within the Union salary schedule at the appropriate rate of pay and at a step arrived at either by mutual agreement / negotiation or PERC ruling.

ARTICLE 3 – UNION SECURITY

3.1 MEMBERSHIP

Subject to the provisions of this Article, all employees in the bargaining unit who are members of the Union as of the signature date of this agreement shall remain members in good standing for the term of the agreement.

3.1.1 As of the signing of this agreement, the six (6) grandfathered employees that have elected not to become Union members are not obligated to pay any monies to the Union under the terms of this agreement, except as provided in Article 3.1.2

3.1.2 When a grandfathered employee voluntarily changes departments, to fill a represented position, they will be responsible for paying Union dues or a service fee in accordance with Article 3.2.

3.2 DUES DEDUCTION

Any employee hired to a position represented by the bargaining unit shall, within thirty (30) days of employment, become and remain a member of the Union; provided that in the event any employee wishes to withdraw from the Union or does not wish to become a member of the Union, the employee shall pay each month an amount equivalent to the Union dues as a service fee toward the cost of the negotiations and administration of this agreement. Such service fee shall not exceed the dues attributable to being a member of the Union.

Dues and service fees levied above shall be deducted by the Employer and provided to the Union upon written authorization from the employee as a condition of employment. Dues and service fee deductions shall not be modified more than once per year. Rights of non-association, dues deductions and any service fee shall be administered consistent with applicable state and federal law.

If any employee does not have a check coming to him or her or the check is not large enough to satisfy the deduction, no deduction shall be made from that employee for that month. The Union agrees to refund to the Employer any amounts paid to it in error upon presentation of proper evidence.

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 Employer recognizes that employees of the City of Kirkland may, at their discretion, pay a service fee in lieu of union membership dues. The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, salary, classification, department, hire date and termination date.

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

3.4 NONDISCRIMINATION – UNION ACTIVITY

Neither party shall discriminate against any employee because of membership in or non-membership in or activity on behalf of the Union. No employee shall be discharged or discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

ARTICLE 4 – UNION / EMPLOYER RELATIONS

4.1 UNION ACCESS

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

4.2 FACILITY USE

The conduct of Union business on Employer time and premises shall be subject to the limitations set forth in this Article and with the understanding that no Union member or officer shall use Employer's equipment in the conduct of Union business.

The Union shall be permitted to use designated premises of the Employer for Union meetings, with or without Union staff present, provided it is not disruptive to operations and space is available. Use of Employer's premises for meetings shall be limited to the hours of 5pm to 8am and 12pm to 1pm, unless otherwise approved by the Employer.

4.3 STEWARDS

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the Employer, stewards and/or the officers shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

The Employer recognizes that the Union is entitled to at least one steward in each department in which bargaining unit members are employed.

4.4 ORIENTATION

During the new employee orientation process, the Employer will notify the employee of the requirements of Article 3.1, as appropriate to the respective classification, and Union contact information.

4.5 BULLETIN BOARDS

The Employer will provide a bulletin board for Union use. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions, similar Union notices, letters, and memoranda. All material shall be

signed by an officer of the Union. Union will limit the posting of any material on the Employers' premises to its bulletin board.

4.6 CONTRACT DISTRIBUTION

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

4.7 NEGOTIATIONS RELEASE TIME

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged.

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards or officers provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards or officers to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift, without express pre-authorization by the steward's Department Director or Human Resources.

4.9 UNION BUSINESS

Compensable Union business shall be defined as meeting with an authorized Employer representative who schedules a meeting during normal business hours when it is necessary for a duly authorized officer of the Union (who is also a member of the bargaining unit) to attend for the purpose of resolving a grievance filed by a member of the bargaining unit, or other issues that require the presence of a Union official. When reasonably possible, the Union representative will notify their Supervisor or designee when they are requested to attend a Union meeting during regular business hours. Consistent with Articles 4.3, 4.8 and 19.4, stewards and/or the officers shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time.

Any concerns by the Employer which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to Human Resources for discussion and resolution with the Staff Representative of the Union or their designee.

The Union and the Employer have the right to communicate on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all stakeholders are notified and copied appropriately. The parties agree to respond to written and e-mail correspondence within 10 working days and telephonic messages as soon as reasonably possible.

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal six (6) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

The Employer may extend the six month probationary period for new employees up to an additional six months. The Employer shall provide a written notice to the Union no less than fourteen (14) calendar days prior to the probationary period's expiration of his or her intent to extend a probationary period. The Union may request reconsideration of the decision within fourteen (14) calendar days of the date of the notice. The employee will remain on probation until such time as a resolution has been determined.

Trial Service Period - Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work, consistent with Article 7.3.

5.2 TYPES OF EMPLOYMENT

5.2.1 REGULAR FULL-TIME EMPLOYEES:

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

5.2.2 REGULAR PART-TIME EMPLOYEES:

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

5.2.3 TEMPORARY EMPLOYEES:

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

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

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

hired as a temporary employee and that employee will cease to have employment rights upon the return of the regular employee to the former position.

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

After a temporary position is filled longer than three (3) years, the Employer will provide notice and meet and discuss the status of the position with the Union, upon request. If or when the position is fully funded, a temporary employee may apply for that position. The Union may, however, request discussion of the status or term of a temporary position at any point during the temporary position.

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

5.2.4 SEASONAL EMPLOYEES:

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

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

5.2.5 ON-CALL / EXTRA HELP EMPLOYEES:

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

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

5.3 CONTRACTORS

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

5.4 STUDENTS / INTERNS

Student and Internship programs may be created by the employer provided such does not take work away from budgeted classifications represented by the Union, the Union is provided notice and, upon request by the Union, the Employer meets with the Union to discuss the impacts and benefits of the program.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 WORKDAY / WORKWEEK

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

6.2 WORK SCHEDULES

The normal work schedule for full-time employees shall be Monday – Friday, 8am to 5pm. The employer may change the work schedule at any time. If the Employer makes a non-emergency change in the employee's work schedule, the employee shall be given at least ten (10) working days notice prior to the new schedule going into effect.

6.2.1. If the Employer makes a change in a non-exempt employee's normal work schedule with less than 48 hours' notice, the employee shall be paid a ten percent (10%) premium based on the employee's regular straight time hourly rate of pay for the remainder of work week hours the employee is assigned to work outside his or her regular schedule.

6.2.2 Employees shall be permitted to maintain other employment to the extent that it does not impair the employee's ability to perform his or her normal work duties and/or responsibilities with the City of Kirkland, nor create a conflict of interest as defined by the Employer's Personnel policies.

Flex Time - Employees may work flex time with written approval of the Department Director. Approved flex time shall constitute an employee's normal work schedule and must represent forty (40) hours per work week for full-time employees and such schedule shall comply with the Fair Labor Standards Act and WAC 296.128-500.

6.3 REST / MEAL BREAKS

All employees shall receive a fifteen (15) minute break for each four (4) hours worked, in addition to their lunch break. Lunch break shall be on the employees' own time. Employees working three or more hours longer than a normal work day schedule shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the additional work period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the work day or work week.

Employees who because of the nature of their work or by specific direction of their supervisor are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid may be paid overtime (per Article 6.4) for the time worked or have the day or workweek adjusted.

6.4 OVERTIME

Overtime Eligible

Employees listed in the salary schedule as “overtime eligible” are entitled to overtime compensation. Overtime shall be compensated at one and one half (1 ½) times the employee’s normal hourly rate of pay or time off at that rate for all time worked over forty (40) hours per week. Overtime shall be paid in fifteen (15) minute increments. Employees subject to emergency callback and not in a standby mode shall have holiday hours included in the calculation of hours worked for the purpose of calculating overtime.

6.4.1 For purposes of computing overtime, all contractual holidays, comp time, sick leave and vacation time shall be considered as time worked.

6.4.2 While over-time is not paid for working over a regular scheduled shift, unless such results in over forty (40) hours compensated for the workweek, either the employee or the Employer may propose an “adjusted work-week” (i.e. flexing hours within that same work week). The adjusted work week must also be approved in advance by the employee’s immediate supervisor and should be established at the time of authorizing the hours worked over a regular shift. The adjusted work week must be by mutual agreement.

6.4.3 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided. Except in emergent / emergency situations, all overtime must be approved in advance by the employee’s immediate supervisor.

Overtime Exempt

Employees listed in Appendix A as “overtime exempt” are considered to be executive, administrative, or professional employees and are not entitled to overtime compensation. These employees are responsible for scheduling and performing their duties consistent with their job requirements and the needs of their department. In so doing, these employees occasionally may be required to work extra time beyond their normal work schedule and will be allowed to take discretionary time off with pay, provided that it does not interfere with the functions of their department. Greater variation in work schedules may be necessary for some employees depending on their job requirements. It is not required that extra time worked and discretionary time off be balanced hour for hour. The payment of the basic salary and benefits is not affected by extra time worked or discretionary time away from the job.

When scheduling use of discretionary time, employees will consult with their immediate supervisor prior to taking the time.

6.5 COMPENSATORY TIME

Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated at the rate of one and one-half (1½) times the employee’s regular rate of pay. Compensatory time shall be awarded by mutual agreement between the employee and the supervisor at the time of authorizing the overtime.

Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1st, for all hours earned through October 31st, provided however, with written notice submitted to the payroll preparer prior to October 31st, the employee may elect to carry over up to forty (40) hours of compensatory time into the next cycle year.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement. Premium or overtime pay shall not be duplicated or pyramided unless required by the Fair Labor Standards Act, in which case premium or overtime pay shall be based on the employee's regular rate of pay.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Employer and Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination. Administration and application that is not in contravention of Federal or State law shall not be construed to be discrimination under this Article.

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

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

7.2 JOB POSTING

When a job opening or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources department for a period of no less than five (5) working days before the position is filled. Job openings shall always be posted internally (“internal posting”) and may also be posted externally. Except as limited by Article 7.3, the Employer may consider applicants from within the Employer or may advertise and solicit applicants simultaneously from outside the City. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, the department to whom the position will report and the application process. Union positions will be identified as such.

7.3 PROMOTIONS

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position. The Union recognizes the Employer's obligation to comply with State and Federal statutes regarding Affirmative Action. At the discretion of the Employer, outside recruitment and selection may take place. It shall be the goal of the Employer to promote insofar as possible from the ranks of the employees. When an employee applies and is not selected for a vacancy, he/she will receive notification.

Promotions to a higher job classification shall be according to ability and seniority; ability determined to be equal, seniority shall prevail. There shall be a six (6) month trial service period, or less at the Employer's option, for such promotions, in order for the employees to acquire skills and demonstrate their qualifications, during which time the employee shall be compensated at the higher rate of pay. At any time during the trial service period the Employer may assign the promoted employee back to their previous position to help with workload or training.

During the trial service period, an employee promoted to a regular position may return to the former position by their choice. The employee may also be returned to their former position upon an evaluation of unsatisfactory performance by the employer during the six (6) months trial service period. Upon returning to the former position, the employee shall retain their seniority and be placed in the salary schedule and step in which they would have been had they not been promoted. The employee may voluntarily waive their return rights in writing, with a copy to the Union, at any point after the promotion has occurred.

Employees who are transferred or promoted to another position and/or classification in the bargaining unit shall serve a trial service period for six (6) months of work. The employer shall not be required to hold the positions open from which the employees were transferred or promoted. If the position is filled, the trial service period and any associated return rights will end upon an regular employment offer of hire to fill the vacancy of the former position. The right to assign the promoted employee back to their previous position shall, regardless, continue to help with workload or training. During the trial service period, the employees may be reassigned to their previous positions and/or classifications at the sole discretion of the employer. However, the discharge or discipline (as defined in Article 7.6) of a transferred or promoted employee shall be subject to the grievance procedure.

7.4 PERSONNEL FILE / POLICIES

Unless otherwise provided by the terms of this Agreement, the City of Kirkland Administrative and Personnel Policies shall apply to members of this bargaining unit. Employees shall also refer to Employer policies to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. However, where there is a conflict between Employer policies and any provisions of this Agreement, the provision(s) of this Agreement shall govern.

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Upon approval of the Human Resources Department, employees may add additional documents to their personnel file including, but not limited to, certifications, degrees, and commendations.

7.5 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:

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

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

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

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.6.

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

7.6 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 without pay;
- demotion; or
- discharge.

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

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed

as admission of guilt or concurrence with the discipline, 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 discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. Upon request, 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:

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

7.6.6 That the Employer applied its rules, orders, and penalties without discrimination under the circumstances; and

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

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

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

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

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit.

Department Seniority: Seniority for the purpose of intra-departmental promotion and transfer shall consist of continuous calendar-based service of the employee with the department.

Seniority shall be established upon appointment to a regular full-time or part-time, budgeted position within the bargaining unit. No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.

Including vacation and sick leave however, seniority shall not be accrued while on a leave of absence without pay in excess of thirty (30) continuous calendar days. The appointment date shall be adjusted for leaves of absence without pay except when such leaves are the result of federal or state legally protected leaves.

Other Definitions:

8.1.1 Application of Seniority

How an employee's years of continuous service are utilized to determine their respective rights in regard to postings, promotions, reassignment, transfer, layoff, or recall.

8.1.2 Continuous Service

Means uninterrupted employment with the Employer subject to the following provisions:

1. Continuous calendar-based service shall include uninterrupted employment.
2. Continuous service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment.

8.1.3 Layoff

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

8.1.4 Affected Group / Employees

An Affected Group would be any job classification that is subject to a layoff. An Affected Employee would be the least senior employee(s) within an affected job classification which are subject to lay-off or reduction in force and have certain rights as a result.

8.1.5 Layoff Alternatives

A number of alternatives exist for affected employees including:

1. Assume a vacant position - per Article 8.13.1
2. Bump - displacing a less senior employee
3. Recall - accepting unemployment and the option of future recall

8.1.6 Bumping

The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

8.2 APPLICATION OF SENIORITY

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

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, “qualifications” and/or “ability” will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article 7. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the department.

8.2.2 Layoffs

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

8.2.3 Bumping

As to bumping, the employee’s “competence” and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in

accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall

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

8.3 PROBATIONARY PERIOD

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

8.4 LOSS OF SENIORITY

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

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months.

8.4.5 Failure to respond to two offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that the employee resigned.

8.5 LAYOFFS

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

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

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

8.6 NOTICE

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

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days. If the employer does not provide ten (10) working days written notice, the employer shall compensate the employee at his or her normal rate of pay for the time between the last day of work and ten (10) working days from the date the employee receives the notice of layoff, in addition to any other compensation due the employee.

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

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

8.7 MEETING WITH UNION

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

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

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected employees

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

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

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

8.8.2 Volunteers

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

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

8.8.3 Probationary Employees

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

8.9 VACANT POSITIONS

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

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

8.10 SENIORITY LIST

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

8.11 ORDER OF LAYOFF

The least senior employee (by classification seniority) within the affected job classification and affected department shall be selected for layoff. No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary, extra help or temporary basis, unless specialized skills are required to fill the position that are not

possessed by the regular staff member. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

8.12 COMPARABLE EMPLOYMENT

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

8.13 LAYOFF OPTIONS

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

8.13.1 Assume a Vacant Position

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

When a regular full-time or part-time employee is being laid off the Employer may offer a temporary position if one is available and the employee has the ability to perform the work. Laid off employees who accept these assignments will be provided the benefits and provisions of the temporary assignment. Employee(s) accepting these assignments will be subject to recall.

8.13.2 Bump

Laid off employees, including bumped employees, shall be allowed to bump less senior employees (by bargaining unit seniority) within their department in lower classifications or in classifications which the employees previously held and are still competent to perform the work of the classification. The employee may bump to other departments only within their current classification or if they previously held the position and are still competent to perform the duties.

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

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

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

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

8.13.3 Recall

If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

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

Salary placement rules shall apply to recall to regular positions and to employees who have bumped. Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step. The salary for non-regular positions not represented by the bargaining unit shall be determined by the Employer.

8.14 REDUCTION HOURS / FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 8.13. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the employee shall have the right to bump or recall list.

8.15 RECALL

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Human Resource Department. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

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

In other represented departments, as long as any employee remains on the recall list the Employer shall first post internally a vacancy of the affected employee's same classification to assure that the affected employee, together with other current employees are given opportunity for consideration for the vacancy. The employer then reserves the right to post externally if, at the sole discretion of the employer, a current employee does not best fit the needs of the vacancy.

It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number.

A copy of the recall list shall be provided to the Union, upon request.

A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of three (3) months. The probationary period may be extended up to an additional three (3) months if the Employer states reasons in writing to the employee at the end of the first three (3) months. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.

There shall be no probationary requirement for persons returning to their former position if the initial probationary period has been completed.

Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months, per Article 8.4.4; provided, however, that no benefits shall be accrued during the period of layoff.

8.16 VACATION & LEAVE CASH OUTS / PAY

Any regular employee who is laid off or terminated shall be cashed out for any unused vacation benefits or comp time with their final paycheck, to the extent of established maximums (per other Articles of this Agreement).

Sick leave balances at the date of layoff shall be restored upon recall with the Employer if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list.

8.17 UNEMPLOYMENT CLAIMS

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

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE.

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix A.

Should it become necessary to establish a new job classification within the bargaining unit during the life of this Agreement, the Employer may designate a job classification title and salary for the classification. The salary for any new classification within the bargaining unit shall be subject to negotiations, consistent with Article 2.2.

9.1.1 Wage Adjustments

9.1.1.a Effective January 01, 2009, the monthly rates of pay shall be increased by six and nineteen-hundreds percent (6.19%) through December 31st, 2010.

9.1.1.b Effective January 01, 2011, the monthly rates of pay shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index from June 2009 to June 2010 (no minimum and no maximum with a zero base). The Index used shall be CPI-W.

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

9.2 HIRE-IN RATES

New regular employees shall normally be placed at Step A of the appropriate salary range or placed consistent with current personnel rules.

9.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees assigned to emergency standby duty during their time off shall be paid 15 percent of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article 11 shall be paid 25 percent of their regular straight-time hourly rate for each hour of standby.

Employees not on standby shall receive a minimum of two (2) hours of pay when called back to work by the employee's supervisor to handle a matter that requires immediate attention. Employees on standby shall also receive a minimum of two (2) hours of pay when required to physically return to the worksite to handle a matter that requires immediate attention. Employees on standby that are required to provide telephonic or computer remote services shall receive the greater of a minimum of one (1) hour of pay or the time actually worked. Other hours actually worked during the standby period are tracked in 15 minute increments. Employees will not receive the minimum of one (1) hour of pay for time worked that is considered de minimus (less than 7.5 minutes).

10.2 CALL-BACK PAY

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

Full-time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the overtime rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1½) times the regular rate. After working the call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry out the duties of the position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

This provision shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.

Part time employees who are called back to work after leaving the job site shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.

10.3 WORK IN A HIGHER CLASSIFICATION

Employees assigned by their Department Director or the City Manager to assume the full range of responsibilities of a higher level position in a temporary capacity for at least 10 continuous working days shall receive Temporary Assignment Pay commencing from the first such day worked. Pay shall be at the "A" step of the higher pay range, or at the lowest step which gives the employee a 5 percent pay increase, whichever is greater.

Out of Class Pay shall be awarded due to a position vacancy created by separation from Employer employment, extended illness, injury, or maternity leave of the incumbent. Management retains the right to determine whether or not to fill vacant positions with temporary appointments.

10.4 MILEAGE REIMBURSEMENT

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

10.5 FOOTWEAR ALLOWANCE

The Employer shall distribute to each benefitted employee required to wear WISHA approved footwear (currently the classifications of Inspectors and Code Enforcement Officers), a footwear allowance in the amount of two hundred dollars (\$200.00) per year to be received on the first payday of September of each year. New employees shall not be eligible for receipt of this benefit until completion of their probation period nor shall they receive more than one (1) allowance per calendar year.

Employee uniforms purchased through an advance or reimbursement that can be worn as street clothing shall be taxable income to the employee in accordance with the Internal Revenue Service rules.

10.6 LONGEVITY

All employees who have completed 9 continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

Effective upon ratification of the Agreement to recognize long-term service, longevity will be given to all employees who have completed continuous years of service based on the chart below:

- \$ 50.00 total per month at the start of the 10th year of service
- \$100.00 total per month at the start of the 15th year of service
- \$150.00 total per month at the start of the 20th year of service

ARTICLE 11 - HOLIDAYS

11.1 HOLIDAYS

Benefitted full-time employees shall be granted the following holidays and such other days as the City Council may fix without a reduction in pay:

Holiday	Observed
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	4th Friday in November
½ Day Christmas Eve	Last regular work day before Christmas Day
Christmas Day	December 25th
½ Day New Year's Eve	Last regular work day before New Year's Day
Floating Holiday	Employee's Choice
Community Service Day	Employee's Choice

11.1.1 In selecting the Floating Holiday, the employee's choice will be granted, provided that prior approval is given by the immediate supervisor or Department Director, and provided that the particular day off selected by the employee does not prevent a department or division thereof from providing efficient public service. The Floating Holiday must be taken during the calendar year or entitlement to the day will be forfeited.

11.1.2 An employee must be employed in a regular or temporary position for six (6) consecutive months in order to be eligible for his or her floating holiday.

11.1.3 Utilization of the Community Service Day shall be for purposes of participation and volunteering for legitimate non-profit organizations, community service organizations or public agencies. Authorization and scheduling shall be in accordance with the same procedures as a Floating Holiday.

11.2 RELIGIOUS HOLIDAYS

Employees may also take other religious holidays off with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

11.3 HOLIDAY OBSERVANCE

Any regular holiday which falls on a Saturday shall be observed on the preceding Friday and any regular holiday which falls on a Sunday shall be observed on the following Monday.

For those employees on a 4/10 work schedule or other alternate schedule, when one of the listed holidays falls on one of the employee's regularly scheduled days off, the holiday shall be observed on a day mutually agreeable to the employee and the Employer within the same workweek.

The holidays listed above represent specific events as indicated. Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth above.

11.4 HOLIDAY ON DAY OFF

Benefitted employees shall receive eight (8) hours' holiday benefit pay and time-off for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE.

11.5 HOLIDAY COMPENSATION

Benefitted employees shall be paid no more than eight (8) hours of holiday benefit pay for that day regardless of their work individual schedule.

Should any work be performed by an employee on a holiday at the approval and/or direction of their supervisor they shall be paid for time worked and overtime may result if, consistent with Article 6.4, it results in over forty (40) hours worked for the workweek. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Full-time employees shall accrue vacation leave at the rate of one twelfth of annual vacation per month of service, based on the first pay period beginning the following schedule:

<u>Years of Employment</u>	<u>Annual Vacation</u>
1 st - 4 th years	104 hours
5 th - 7 th years	128 hours
8 th - 10 th years	136 hours
11 th - 13 th years	144 hours
14 th - 16 th years	160 hours
17 th - 19 th years	176 hours
20 th - 24 th years	192 hours
25 th year and thereafter	200 hours

Accrual of vacation shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Vacation leave shall not accrue during any leave without pay.

Vacation leave shall not be accumulated in excess of two hundred eighty (280) hours within a calendar year without the express prior written authorization of the City Manager or his or her

designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

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

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

Earned vacation leave may be taken at any time during a period of illness after expiration of sick leave. Taking leave without pay in any month shall result in pro-ration of vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

12.2 VACATION SCHEDULING

Upon completion of six (6) months' continuous service in a regular position, an employee shall be eligible for paid vacation. An employee's request for vacation leave will be granted, provided that prior approval is given by the employer and provided that leave requested does not prevent a department or division thereof, from providing efficient public service.

Employees shall have the option of using compensatory time or vacation leave for approved paid time off.

12.3 VACATION PAY

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

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

12.4 VACATION UPON TERMINATION

Upon separation from Employer employment, employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, except as established in Article 8.5 of this Agreement. In no case shall an employee receive pay in lieu of unused vacation leave prior to separation from Employer employment, unless approved by City Manager or his or her designee.

Employees shall provide at least ten (10) working days written notice of their effective resignation date. The time limit of the resignation may be waived at the discretion of the Director. Pay in lieu of unused vacation shall be forfeited if ten (10) working days written notice is not provided or waived.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Full-time employees' sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the employee's service. Accrual of sick leave shall commence on the first pay period after hire date unless the hire date is on the first working day of the month; then accrual begins on that date of hire. Any such leave accrued in any one year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) working hours.

Unused sick leave may be accumulated from year to year to a maximum of nine hundred and sixty (960) hours, but may not be taken or used for any reason other than those specified in Article 13.2.1 of this Agreement. The Employer shall not compensate any employee upon termination or at any other time for unused accrued sick leave by payment of money or compensating time off, except as provided in this section.

Taking leave without pay in any pay period shall result in pro-ration of sick leave accruals for that pay period, calculated upon actual hours worked as a percentage of the total hours of the pay period.

13.2 SICK LEAVE USAGE

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

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

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

13.2.2 Employees who appear to be using excessive amount of sick leave may be required to submit a statement from a professional health care provider certifying the illness. A statement from the health care provider may also be required for certifying the date on which the employee is able to return to work and his or her ability to perform the required duties.

13.2.3 Use of accrued sick leave is contingent upon the employee or someone on his or her behalf notifying his or her immediate supervisor of the reason for absence prior to or within one hour of the regular start time each day. In cases of hospitalization or extended illness, daily notice is not required, provided that the employee's supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the employee will give advance notice of not less than one week to his or her immediate supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE

The Employer may permit an employee to receive donation of vacation or comp time consistent with the then current Shared Leave policy.

13.4 COORDINATION - WORKER'S COMPENSATION

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

13.5 FAMILY MEMBER

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

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

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

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

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

14.2 JURY DUTY / COURT

An employee, who is required to serve on a jury or as a result of official Employer duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay less any amount received for such duty.

14.3 MILITARY LEAVE

All regular employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Upon notification, a Department Director will grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be five (5) per year. This leave is not cumulative from year to year.

14.5 MAINTENANCE OF SENIORITY

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

14.6 LEAVE WITHOUT PAY

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

If authorized by the Employer or for periods required by law, regular employees may take up to six (6) months leave without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of thirty (30) calendar days require authorization by the City Manager or designee. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave. Upon expiration of the leave, the employee shall be reinstated in the position held at the time the leave was granted and shall resume accrual of benefits at the same rate at which he/she accrued them prior to the leave.

14.7 FAMILY LEAVE – FMLA

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

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

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

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

The Employer will grant leave consistent with state and federal law. Family leave shall be consistent with the FMLA and the adopted conditions and provisions of the state and federal law and are not intended to expand upon the rights thus set forth.

14.8 MATERNITY LEAVE

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

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

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

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and employee safety and emergency operations priorities.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

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

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

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

15.2 HEALTH AND LIFE INSURANCE

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

Changes in insurance carrier shall be subject to Article 15.1.

Dental and Vision - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the Association of Washington Cities.

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

15.2.1 Part-time regular employees shall receive medical, dental and vision benefits, in accordance with Article 5.2

15.2.2 The employee shall pay, by way of payroll deduction, any and all premiums above the maximum paid by the Employer.

15.2.3 If an employee is on leave without pay in excess of eight (8) hours in a calendar month, the health insurance benefits for the employee and his or her dependents shall be pro-rated.

15.3 FLEXIBLE SPENDING ACCOUNT - FSA

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

15.4 RETIREMENT

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

ARTICLE 16 - TRAINING

16.1 TRAINING

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training, consistent with the current policy.

16.2 TRAINING REIMBURSEMENT

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

ARTICLE 17 – LABOR / MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

The Labor / Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

Upon request by either party, the parties have agreed to participate in quarterly labor-management meetings to discuss matters of mutual concern. It is expected that, unless otherwise agreed, such meetings will occur during normal business hours. Not less than one (1) week before a meeting is scheduled, each party will advise the other of matters which the party wishes to discuss. Unless otherwise agreed, the agenda will be limited to such matters.

The above provision does not preclude and in fact encourages the parties to also meet informally and expeditiously on an as needed basis on matters of mutual concern.

Policy Work Groups - The Union will be given an opportunity to designate participants to Policy Work Groups related to employment policies. Policy Work Groups will be chaired by Human Resources. Policy Work Group participants will not negotiate on behalf of the Union regarding employment policies that would impact wages, hours and working conditions.

17.2 COMPOSITION OF COMMITTEE

The Labor Management Committee meetings will include a minimum of three (3) representatives of the employer and a minimum of three (3) representatives appointed by Local #1837, unless otherwise mutually agreed upon. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

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

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

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

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with regard to safety. Upon the supervisor's review and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

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

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site specific safety and security plans in conformance with state and federal laws.

18.3 DRUG FREE WORKPLACE

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of his or her Weingarten rights.

Employees removed from duty under such circumstances who test positive shall be required to meet with the Employer's Substance Abuse Professional (SAP) and shall only be allowed to return to work, if at all, in accordance with the return to work provisions of the Employer's substance abuse policy.

18.4 WORK PLACE VIOLENCE

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a City employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A “Grievance” means a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. All grievance time frames shall be held in abeyance when the parties have mutually agreed. Mediation may be considered at any step in the grievance procedure.

19.2 GRIEVANCE PROCEDURE

In the event of a grievance, the following procedure shall be used:

Step 1 – An employee and the Union representing the employee must present a grievance in writing within ten (10) working days of its alleged occurrence to the employee’s Department Director for which the infraction applies, with a copy to Human Resources. The Department Director shall respond in writing to the grievance within ten (10) working days after it is presented to him or her. The grievance must be signed by the employee and must state the issue, the section of this Agreement violated, facts giving rise to the grievance and the remedy sought.

If a grievance is not presented within the time limits set forth above, it shall be considered waived.

Step 2 - If the employee is not satisfied with the solution of the Department Director, the grievance, in writing, together with all pertinent materials may be presented to the City Manager, or designee by the employee and the Union representing the employee within five (5) working days after receiving the Department Director’s response. The City Manager or designee shall consult with the Union to try to resolve the grievance and shall respond in writing within twenty (20) working days after it is presented to him or her.

Fact Finding - If requested by either party during step 1 or step 2, the Human Resources Director or designee shall schedule a fact-finding meeting with the parties to the grievance in order to clarify, between the parties, facts related to the grievance. Fact finding shall be completed within twenty (20) working days of the request. The respondent time period shall begin upon conclusion of fact finding. If grievance proceeds to the next step, the “finding of fact report” shall be forwarded to the City Manager or designee.

Step 3 – If the grievance is not satisfactorily resolved by the City Manager or designee and the Union, the Human Resources Director and the Union Staff Representative will meet for purposes of resolution of the grievance or to acknowledge that mutually agreeable resolution is not possible. If so, within ten (10) working days following the response and acknowledgement, the grievance may be referred to an arbitrator. Employee grievances must first have approval by the Union officers prior to being referred to an arbiter.

Step 4 / Arbitration – If agreement cannot be reached as to the arbiter, the parties shall jointly request the Public Employment Relations Commission to provide a panel of seven arbitrators from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The person whose name is not eliminated shall be the arbiter. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render his or her decision based on the alleged violation of the provision(s) of this Agreement

within thirty (30) days after such hearing. The decision shall be final and binding upon both parties to the agreements, provided the decision does not involve action by either party which is beyond its jurisdiction. The expenses of the arbiter shall be shared equally by the Employer and the Union. Each party shall be responsible for compensating its own witnesses and representatives, not to include witnesses that are members of the bargaining unit. The arbitrator shall consider and decide upon only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

When agreed upon by both parties, outside consultant services shall not be utilized during arbitration meetings.

19.3 UNION / EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the Employer / employees became aware or reasonably should have known that the grievance existed. The Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

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

19.4 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

19.4.1 Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

19.4.2 Attend meetings with the Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.

19.4.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.

For the purposes of this Article and Article 4.3, obtaining coverage to insure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

The Union agrees that there shall be no strikes, slow-downs, or stoppage of work, or any interference with the efficient operation of the department. Any such action shall be subject to

disciplinary action, including termination and replacement of the involved employees. The Employer shall not lockout any employee during the life of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the Employer possesses.

The Employer has the authority to adopt rules for the operation of the department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies, which are mandatory subjects of bargaining.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirement of municipal employment and the public interest.

The Employer has the right to assign work and determine the duties of employees; to schedule hours of work, to determine the number of personnel to be assigned at any time, to determine new work methods, to contract out bargaining unit work, for goods and services (provided that the Employer agrees to meet and confer with the Union regarding the impact of the decision), to perform all other functions not expressly limited by this Agreement.

Incidental duties connected with responsibilities enumerated in the job descriptions are not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

The Employer reserves the right to discipline or discharge in good faith for cause.

The Employer reserves the right to lay-off or reduce normal work hours on a temporary or permanent basis for lack of work, funds, or other legitimate reasons including the occurrence of conditions beyond the control of the Employer or where such continuation of work is determined by the Employer to be wasteful and unproductive.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

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

Any and all prior agreements, practices, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement are hereby superseded.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

The Agreement shall become effective on January 1, 2009, and remain in full force and effect through December 31, 2011.

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

If either party wishes to amend or extend the Agreement upon its expiration, notice of such intent must be given no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration of the Agreement. The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

23.2 ENTIRE AGREEMENT

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

SIGNATURES

CITY OF KIRKLAND

WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, COUNCIL 2, OF THE
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

By: _____
David Ramsay, City Manager

By: _____
Bill Keenan, Council 2

Approved as to Form:

By: _____
Barry Scott, President, Local # 1837

By: _____
William Evans, Assistant City Attorney



CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Tracey Dunlap, Director of Finance & Administration
Barry Scott, Purchasing Agent

Date: March 25, 2009

Subject: INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF WASHINGTON

RECOMMENDATION:

It is recommended that the City execute an Interlocal Agreement with the University of Washington for the purpose of purchasing Steelcase furniture products and services using the University's contract with Bank & Office Interiors.

BACKGROUND AND DISCUSSION:

This Interlocal Agreement will allow the City the opportunity to purchase Steelcase products and related services from the University's contract with Bank & Office Interiors. The City has an immediate need to use this agreement for the purchase of Steelcase products for the City Hall Annex project. The University of Washington awarded this contract by using a competitive Request for Proposals process.

This agreement will place no financial obligation on the City.

This agreement complies with the intergovernmental cooperative purchasing requirements set forth in KMC 3.85.180 and RCW 39.34.

RESOLUTION R-4753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF WASHINGTON FOR INTERGOVERNMENTAL COOPERATIVE PURCHASING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland and the University of Washington seek to enter into an intergovernmental cooperative purchasing agreement enabling the City of Kirkland to purchase goods and services through the University of Washington’s contract number SL0206 with Workplace Development, LLC, dba Bank and Office Interiors; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington and Section 3.85.180 of the Kirkland Municipal Code provide the authority for the City of Kirkland to enter into cooperative purchasing agreements with other public agencies; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Kirkland to enter into such an interlocal cooperative purchasing agreement; and

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement with the University of Washington substantially similar to the Agreement attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of April, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

MAYOR

ATTEST:

City Clerk

INTER-LOCAL AGREEMENT
U.W. CONTRACT SL0206

Pursuant to Chapter 39.34 RCW and to other provisions of law, the University of Washington (“University”) and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, **The City of Kirkland** (hereinafter called the “Political Subdivision”) hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the “Agreement”), the purpose of which is to purchase goods and services from Workspace Development, LLC, dba Bank and Office Interiors (“Vendor”) pursuant to the Master Contract Between University and Vendor, Contract Number SL0206 (“Contract”), dated November 2, 2006, upon the following terms and conditions:

- (1) The University has contracted for the purchase of goods and services from Vendor according with the laws and regulations governing purchases by and on behalf of the University.
- (2) The bid or solicitation notice for the Contract was posted on a web site established and maintained by the Journal of Commerce for the purposes of posting public notice of bid and proposal solicitations.
- (3) The Political Subdivision may purchase goods and services covered by the Contract on the same terms and conditions as the University. Purchases by the Political Subdivision may be made by a purchase order issued by the Political Subdivision to the Vendor. The Political Subdivision accepts full responsibility for payment for any goods and services it purchases under the Contract.
- (4) The Political Subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to the University.

- (5) This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until cancelled in writing by either party.
- (6) The Political Subdivision agrees that all purchases from the Contract will be made only for the direct use of the Political Subdivision and will not be made on behalf of other jurisdictions.
- (7) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement.
- (8) The Political Subdivision shall be responsible for filing a copy of this Agreement with its county auditor's office or having this Agreement posted on its website or another electronically retrievable public source as required by RCW 39.34.040.
- (9) By its signature below, the University confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the Political Subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.
- (10) NOTICES: Any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below

University of Washington contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: Claudia Christensen
Address: 3917 University Way NE
City, St. Zip Seattle, WA 98195
Phone Number (206) 543-4156
Federal ID #: _____
Fax Number: (206) 543-3854
Email Address: claudiac@u.washington.edu

Political Subdivision contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Political Subdivision Name: City of Kirkland
Name: Barry Scott, Purchasing Agent
Address: 123 5th Ave
City, St. Zip: Kirkland, WA 98033
Phone Number: 425-587-3123
Federal ID #: 91-6001255
Fax Number: 425-587-3123
Email Address: bscott@ci.kirkland.wa.us

The undersigned has read, understands and agrees to the terms and conditions of this agreement.

Political Subdivision Authorized Signature: _____

Name: David Ramsay
Title: City Manager
Address: 123 5th Ave, Kirkland, WA 98033
Phone Number: 425-587-3001
Date: _____

FOR UNIVERSITY OF WASHINGTON USE ONLY (Completed by University, this page will be returned to you in executed copy)

University has assigned you customer number _____. Please provide this number when ordering from contracts or communications with University.

UNIVERSITY AUTHORIZED SIGNATURE

Name Title Date



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: Tracey Dunlap, Director of Finance and Administration
Michael Olson, Deputy Director, Finance and Administration

Date: March 25, 2009

Subject: Identity Theft Prevention Program ("Red Flag Rules")

Recommendation

Council adopt the attached resolution approving and adopting an Identity Theft Prevention Program (Attachment A).

Background

The Federal Trade Commission issued regulations requiring financial institutions and creditors to develop and implement identity theft prevention programs under the Fair and Accurate Credit Transaction Act of 2003 ("FACTA"). This regulation applies to the City as the City extends credit to the utility customers by providing the services (water, sewer, solid waste) prior to the billing. The accounts in the emergency sewer program are the only other City accounts which would also be subject to this program.

The Identity Theft Prevention Program is designed to identify, detect and respond to "Red Flags". A Red Flag is defined as a pattern, practice or specific activity that indicates the possible existence of identity theft. For the utility accounts, this would involve protecting customers residential addresses, phone numbers and banking information used for the direct debit payment of utility bills.

In addition, service providers for the City which have access to the utility information will be required to have policies and procedures in place to prevent identity theft, comply with Kirkland's Identity Theft Prevention Program and report any Red Flags or any actual or attempted identity theft to the City.

The threat of identity theft occurring with utility accounts is very low. In the course of implementing this program, the greatest change will be ensuring that the utility records in the files and workstations are secure during non-working hours. All customer banking and payment information is currently secured in locked file cabinets.

Training staff to protect customer information for the Identity Theft Prevention Program will provide the opportunity to refresh their training regarding protecting credit and debit card information to achieve compliance with Payment Card Industry (PCI) data security standards as well.

The attached Identity Theft Prevention Program, which has been drafted to comply with FACTA requirements by the required date of May 1, 2009, was reviewed by the Finance Subcommittee at their February 27, 2009 meeting.

RESOLUTION R-4754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AND ADOPTING AN IDENTITY THEFT PREVENTION PROGRAM.

WHEREAS, Federal Trade Commission has issued regulations ("the Red Flags Rules") requiring financial institutions and creditors to develop and implement identity theft prevention programs under the Fair and Accurate Credit Transaction Act of 2003 ("FACTA"); and

WHEREAS, municipal utilities are subject to the Red Flags Rules; and

WHEREAS, the city councils of all cities that operate utilities must adopt programs that meet the Red Flags Rules of FACTA; and

WHEREAS, these programs must be in place by May 1, 2009, and must provide for the identification, detection and response to patterns, practices or specific activities known as "red flags" that could indicate identity theft; and

WHEREAS, the City of Kirkland maintains certain continuing accounts with utility service customers and for other purposes which involve multiple payments or transactions, and such accounts are covered by the Red Flags Rules; and

WHEREAS, to comply with the Red Flags Rules, City staff have prepared an identity theft prevention program and have recommended that the program now be approved and adopted by the City Council for implementation.

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

Section 1. The City Manager is hereby authorized and directed to implement the Identity Theft Prevention Program substantially similar to the form attached hereto as Exhibit "A" and incorporated herein by this reference in accordance with its terms.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

MAYOR

Attest:

City Clerk

IDENTITY THEFT PREVENTION PROGRAM

I. PROGRAM ADOPTION

The City of Kirkland ("City") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flags Rule ("Rule"), which implements Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003. 16 C.F. R. §681.2. After consideration of the size and complexity of the City's operations and account systems and the nature and scope of the City's activities, the Deputy Finance Director determined that this Program was appropriate for the City. The City Council approved this Program by the adoption of Resolution No. R-4754 on the seventh day of April, 2009.

II. PROGRAM PURPOSE AND DEFINITIONS

A. Fulfilling requirements of the Red Flags Rule

Under the Red Flags rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to the size, complexity and nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the City from Identity Theft.

B. Red Flags Rule definitions used in this Program

For the purposes of this Program, the following definitions apply:

1. Account. "Account" means a continuing relationship established by a person with a creditor to obtain a product or service for personal, family, household or business purposes.
2. Covered Account. A "covered account" means:
 - a. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
 - b. Any other account the City offers or maintains for which there is a reasonable foreseeable risk to customers or to the safety and soundness of the City from Identity Theft.

3. Creditor. "Creditor" has the same meaning as defined in Section 702 of the Equal Credit Opportunity Act, 15 U.S.C. 1691a, and includes a person or entity that arranges for the extension, renewal or continuation of credit, including the City.
4. Customer. A "customer" means a person or business entity that has a covered account with the City.
5. Financial Institution. "Financial institution" means a state or national bank, a state or federal savings and loan association, a mutual savings bank, a state or federal credit union, or any other entity that holds a "transaction account" belonging to a customer.
6. Identifying Information. "Identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including name, address, telephone number, social security number, date of birth, government-issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number or unique electronic identification number, computer Internet Protocol address, or routing code.
7. Identity Theft. "Identity Theft" means fraud committed using the identifying information of another person.
8. Red Flag. A "Red Flag" means a pattern, practice, or specific activity that indicates the possible existence of Identity Theft.
9. Service Provider. "Service provider" means a person or business entity that provides a service directly to the City relating to or in connection with a covered account.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant Red Flags, the City considers the types of covered accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The City identifies the following Red Flags and will train appropriate staff to recognize these Red Flags as they are encountered in the ordinary course of City business:

A. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information (such as a signature card or recent check);
4. Application for service that appears to have been altered or forged.

B. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customer provides;
2. Identifying information presented that is inconsistent with external sources of information, for instance, an address does not match an address on a driver's license;
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity, such as use of a fictitious billing address or invalid property owner's name;
5. An address or phone number presented that is the same as that of another person;
6. A person fails to complete personal identifying information on an application when reminded to do so; and
7. A person's identifying information is not consistent with the information that is on file for the customer.

C. Suspicious Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the account holder's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use (such as very high activity);
4. Mail sent to account holder is repeatedly returned as undeliverable;
5. Notice to the City that a customer is not receiving mail sent by the City;
6. Notice to the City that an account has unauthorized activity;
7. Breach in the City's computer system security; and
8. Unauthorized access to or use of customer account information.

D. Alerts from Others

Red Flags

Notice to the City from a customer, identity theft victim, law enforcement authority or other person, that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. DETECTING RED FLAGS

A. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a **new account**, City staff will take the following steps to obtain and verify the identity of the person opening the account:

Detect Red Flags

1. Verify property ownership with King County parcel records;
2. Obtain certain identifying information such as name, phone number, residential or business address, principal place of business for an entity, driver's license or other identification; and
3. Verify the customer's identity, for instance, review a driver's license or other identification card.

B. Existing Accounts

In order to detect any of the Red Flags identified above for an **existing** account, City staff will take the following steps to monitor transactions with an account:

Detect Red Flags

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email); and
2. Verify that information on the account matches information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event City staff detect any identified Red Flags, the Deputy Finance Director will then decide which of the following steps should be taken:

Prevent and Mitigate Identity Theft

1. Continue to monitor an account for evidence of Identity Theft;
2. Contact the customer;
3. Change any passwords or other security codes and devices that permit access to accounts;
4. Not open a new account;
5. Close an existing account;
6. Reopen an account with a new number;
7. Notify law enforcement; or
8. Determine that no response is warranted under the particular circumstances.

Protect Customer Identifying Information

In order to further prevent the likelihood of Identity Theft occurring with respect to City accounts, the City shall take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that the City website is secure or provide clear notice that the website is not secure;

2. Undertake complete and secure destruction of paper documents and computer files containing customer information;
3. Ensure that office computers are password protected and provide that computer screens lock after a set period of time;
4. Keep offices clear of papers containing customer identifying information;
5. Maintain up to date computer virus protections; and
6. Require and keep only the kinds of customer information that are necessary for City purposes.

VI. PROGRAM UPDATES

The Deputy Finance Director shall serve as Program Administrator. The Program Administrator shall periodically review and update this Program to reflect changes in risks to customers and the safety and soundness of the City from Identity Theft. In doing so, the Program Administrator shall, at least annually, consider the City's experiences with Identity Theft, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the City's business arrangements with other entities and service providers. After considering these factors, the Program Administrator shall determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Program Administrator shall update and implement the revised Program and present the recommended changes to the City Manager for review and approval.

VII. PROGRAM ADMINISTRATION

A. Oversight

Responsibility for developing, implementing and updating this Program lies with the Program Administrator. The Program Administrator shall be responsible for the Program administration, for appropriate training of City staff, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, for determining which steps of prevention and mitigation should be taken in particular circumstances, and for considering periodic changes to the Program.

B. Staff Training and Reports

City staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. The Program Administrator will provide annual status reports to the City Manager regarding the City's compliance with the Program; the effectiveness of the Program with respect to opening accounts, existing covered accounts, and service provider arrangements; significant incidents involving Identity Theft and responses; and recommendations for changes to the program.

C. Service Provider Arrangements

In the event the City engages a service provider to perform an activity in connection with one or more accounts, the City shall take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft:

1. Require that the service provider has such policies and procedures in place and that the service provider must agree to perform its activities with respect to City covered accounts in compliance with the terms and conditions of the service provider's identity theft prevention program and will take appropriate action to prevent and mitigate Identity Theft; and
2. Require that service provider reviews the City's Program and report any Red Flags to the Program Administrator. Furthermore, the City shall require that the service provider agree to report promptly to the City in writing if the service provider, in connection with a City covered account, detects an incident of actual or attempted identity theft or is unable to resolve one or more Red Flags that the service provider detects in connection with a covered account.

D. Customer Identifying Information and Public Disclosure

The identifying information of City customers with covered accounts shall be kept confidential and shall be exempt from public disclosure to the maximum extent authorized by law, including RCW 42.56.230(4). The City Council also finds and determines that public disclosure of the City's specific practices to identify, detect, prevent, and mitigate Identity Theft may compromise the effectiveness of such practices and hereby directs that, under the Program, knowledge of such specific practices shall be limited to the Program Administrator and those City staff and service providers who need to be aware of such practices for purpose of preventing Identity Theft.



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: Tom Phillips, Building Services Manager

Date: March 11, 2009

Subject: AN ORDINANCE TO AMEND TITLE 21 OF THE KIRKLAND MUNICIPAL CODE BY REPEALING APPENDIX 'J' OF THE INTERNATIONAL BUILDING CODE RELATED TO GRADING.

Recommendation

Staff recommends that the City Council adopt the attached Ordinance repealing Appendix J of the International Building Code.

Background and Discussion

On January 26th, 2009 a new Ordinance went into affect creating a new Title 29 of the Kirkland Municipal Code regulating Land Surface Modification (LSM) activities. Regulations were brought together from various parts of the Municipal Code to create a single point of regulation. Some of the regulations used to create the new Title 29 came from the adoption of Appendix J of International Building Code. When the new Title 29 was created, it was intended that Appendix J would be repealed. However, Appendix J was not repealed, so to prevent a possible contradiction in City codes, this Ordinance will repeal Appendix J as originally intended.

ORDINANCE NO. 4188

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING KIRKLAND MUNICIPAL CODE SECTION 21.08.010 RELATING TO ADOPTION OF THE INTERNATIONAL BUILDING CODE BY REFERENCE.

WHEREAS, the City of Kirkland recently adopted regulations relating to grading and land surface modifications (Ordinance No. 4151, codified at Kirkland Municipal Code ("KMC") Title 29); and

WHEREAS, the City has adopted Appendix J of the 2006 International Building Code ("IBC") relating to grading by reference; and

WHEREAS, with the passage of Ordinance 4151, Appendix J of the IBC should no longer be incorporated by reference;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. Section 21.08.010 of the KMC is hereby amended to read as follows:

21.08.010 International Building Code adopted.

The 2006 Edition of the International Building Code, as adopted by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, excluding Chapter 1, "Administration," is adopted, together with the following amendments. Further, ~~Appendix Chapter J (Grading) and Appendix Chapter M (Existing Buildings)~~ is specifically adopted as part of the Kirkland Building Code.

Section 2. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

**CITY OF KIRKLAND**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

www.ci.kirkland.wa.us**MEMORANDUM**

To: David Ramsay

From: Mike Metteer, Business Services Programs Manager
Carrie Hite, Deputy Director Parks & Community Services
Jennifer Schroder, Director Parks & Community Services

Date: March 19, 2009

Subject: Kirkland Municipal Code Chapter 19.32: Street Banners

RECOMMENDATION

City Council to repeal current and adopt new KMC Ordinance 19.32 relating to street banners.

BACKGROUND

Street banner rules and regulations are governed by Kirkland Municipal Code Section 19.32. The banner program is a very popular and viable way to promote specific events to local citizens at a relatively low cost. As the program continues to grow we have received requests to establish guidelines for hanging vertical banners. In addition, there has been some confusion with a few of the existing guidelines. The Special Events team has taken the opportunity to address some of these issues, and develop guidelines to effectively incorporate the allowance of vertical banners. This KMC revision of chapter 19.32 to incorporate the changes below.

STREET BANNERS AND VERTICAL BANNERS

1. Currently, the KMC pertaining to banners only establishes guidelines for horizontal banners that are hung above or across the public right-of-way. The revised Ordinance incorporates the allowance of vertical banners, which will be permitted to hang vertically in the public right-of-way. The new language to the KMC includes size requirements for vertical banners and a separate application process. Vertical banners will come in groups, thus taking more time to install and requiring a different price structure. They are also installed in different

locations and may stay up for a maximum of 6 months if they are a decorative banner intended to identify a specific neighborhood.

2. Currently, there is confusion as to the purpose of banners. This new section defines the purpose of banners as allowing for the display of a public service message and/or event announcement promoting events that take place within the City of Kirkland city limits.
3. There has never been a standard size or quality for banners established, sometimes creating additional work for our crews when hanging them. We have incorporated additional requirements for both horizontal and vertical banners to allow for efficient hanging, and quality appearance.
4. We have added some language to address the situation of storing banners. We often have groups that will not pick up their banners when we uninstall them, creating a storage issue at the maintenance center. Groups are very slow to pick up their banners, often assuming the city will store them until they need to be re-hung next year. The new language will require groups to pick up their banners within two weeks after the event, or they will be discarded.

ORDINANCE NO. 4189

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO STREET BANNERS AND REPEALING AND REENACTING CHAPTER 19.32 OF THE KIRKLAND MUNICIPAL CODE.

The City Council of the City of Kirkland do ordain as follows:

Section 1. Chapter 19.32 of the Kirkland Municipal Code (KMC) is hereby repealed.

Section 2. A new Chapter 19.32 of the KMC is hereby adopted to read as follows:

19.32.010 Definitions.

- (1) "Street Banner" means a sign consisting of fabric and containing a public service message or event announcement which is hung above or across a public right-of-way.
- (2) "Vertical Banner" means a street banner, consisting of fabric and containing a public service message, an event announcement or approved decorative images, which is hung vertically in public right-of-way.
- (3) "Director" means the director of parks and community services for the city of Kirkland.
- (4) "Manager" means the department of public works street manager.
- (5) "Installer" means a person or entity who physically hangs the street banner over the public right-of-way and who has the required skill and equipment to properly and safely hang the street banner. The manager will maintain a list of approved installers having the required skill and equipment to properly and safely hang street banners.
- (6) Grommet means a protective eyelet in a street banner that prevents damage to the material.

19.32.015 Purpose

The purpose of street banners is to allow for the display of public service messages and event announcements promoting events taking place within the City of Kirkland city limits.

19.32.020 Permit required.

No person shall hang or cause to be hung a street banner above or across a public right-of-way, except in conformance with the provisions of this chapter, nor without first obtaining a permit from the City of Kirkland.

19.32.030 Application for permit.

- (1) Applications to hang a street banner shall be accepted only from qualified applicants no more than six months prior to the proposed installation of the street banner.

(2) Permit applications along with applicable fees must be submitted at least thirty days in advance of installation and shall contain the following information:

- (a) Date of event or public service announcement;
- (b) Name and purpose of event;
- (c) Proposed location for street banner;
- (d) All applications must include draft art work—sample specification and message to be printed on the street banner;
- (e) Written permission from private property owner(s) to attach a street banner to private property, if applicable;
- (f) Copy of IRS tax exempt certificate; and
- (g) Contact person, name and phone number to be used in the event of a problem.

19.32.035 Minimum requirements for all street banners.

(1) Street banner text shall reflect a public service message or event announcement. Vertical banners may display pre-approved decorative images or public art in lieu of public service message or event announcement.

(2) The street banner shall maintain minimum clearance of fifteen feet above right-of-way surface.

(3) Horizontal street banners

- (a) shall be four feet high by thirty feet wide in size;
- (b) must be manufactured or produced by a banner company, not "homemade;"
- (c) must have wind load slots;
- (d) must have grommets spaced approximately every 3 feet along the top and bottom of the banner placed $\frac{1}{2}$ inch – $\frac{3}{4}$ inch from the center of the grommet to the finished edge. All four corner grommets must be reinforced so as not to rip;
- (e) must not have internal ropes;
- (f) must be printed on both sides; and
- (g) which have not been previously hung by the City of Kirkland must have artwork approved prior to being hung;

(4) Vertical banners

- (a) shall be 30 inches wide by 63 inches long;
- (b) must be manufactured or produced by a banner company, not "homemade;" and
- (c) must be printed on both sides.

19.32.040 Qualified applicants.

Applications will only be accepted from organizations meeting all of the following criteria:

- (1) A Kirkland-based organization;
- (2) Nonreligious or nonpolitical in nature;
- (3) A nonprofit organization, having obtained IRS certification as tax exempt; and
- (4) City Sponsored. For the purposes of this chapter, "city sponsored" means an organization which meets one or more of the following criteria: receives funding from the city of Kirkland; or has a contractual relationship with the city of Kirkland; or receives in-kind services from city of Kirkland staff; or the city of Kirkland is a member of the applying organization.

19.32.050 Approved locations—Installing street banners.

(1) Street banner permits shall be issued only on approval of the application by the director and the manager.

(2) The manager will maintain a list of approved locations for hanging street banners. Request for hanging street banners at locations not on the preapproved list will be subject to approval by the manager. Newly approved sites will be added to the list of approved locations. The manager will approve the method of attachment, and the first installation of a street banner at an approved location will be performed by the department of public works.

(3) Any installations performed by the department of public works will be done for the current billable rate for the public work crew/equipment and shall be payable in advance.

19.32.060 Time limitation.

(1) Street banners shall be hung no more than two weeks in advance of an event, and shall be removed by the first business day following the event.

(2) Street banners received late will be hung as workload allows.

(3) The City of Kirkland shall not be responsible for storing street banners beyond the removal date(s) of the public service announcement or event. The applicant shall collect all street banners and materials within 14 days after banners are taken down. Any banners remaining on or after the 15 day from the take down date will be recycled.

19.32.070 Removal—Cost responsibility.

Street banners hung over the right-of-way without prior approval by the director and supervisor will be removed by the city and the responsible party shall reimburse the city for the cost of having the banner removed at the current billable rate for the public works crew/equipment. The applicant will be responsible for the cost to repair any damage to city owned property that may result from the installation, attachment, hanging or suspension of the banner.

19.32.080 Grants.

Organizations who anticipate using funds received from the city of Kirkland toward the purchase and placement of banners shall provide a breakdown of associated costs along with their application materials.

19.32.090 Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances is not affected.

Section 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 4. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2009.

Signed in authentication thereof this _____ day of _____, 2009.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4189

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO STREET BANNERS AND REPEALING AND REENACTING CHAPTER 19.32 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Repeals Chapter 19.32 of the Kirkland Municipal Code (KMC) relating to street banners.

SECTION 2. Adopts a new Chapter 19.32 of the KMC relating to street banners.

SECTION 3. Provides a severability clause for the ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 of the KMC and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2009.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

City Clerk



CITY OF KIRKLAND
Information Technology Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Brenda Cooper, Chief Information Officer

Date: March 26th, 2009

Subject: Legal Fees for Verizon Negotiations and for Redrafts of Telecommunications Titles

RECOMMENDATION

Council approve the use of \$20,000 from the year-end cash balance from the 2008 budget in order to complete an in-process task to update the telecommunications sections of the Kirkland Municipal Code. The code update is designed to reflect telephone companies (such as Verizon) as an entrant, to accommodate new federal and state laws and court findings, and to make the "rules" easier to read and interpret.

POLICY IMPLICATIONS

It is important to keep our titles in synchronization with other laws on the same subject. Telecommunications law is a fast-changing area with new businesses and new rules and regulations. This is our second redraft of these laws in this decade, and it is likely that we will have to "touch" them every five years or so unless some more consistency comes down from the Federal level and the FCC. At this point, the new KMC sections have been drafted by Miller Van Eaton, a telecommunications specialist legal firm, and sent out to affected companies doing business in Kirkland in order to get their comments.

These documents deal directly with topics of value to citizens including customer service provisions and right of way management.

BACKGROUND DISCUSSION

The Information Technology (IT) Department originally requested \$75,000 for the franchise in the 2007 mid-biennial budget process, and we were given permission to spend \$50,000. In a joint decision with our legal department, about half-way through the process, we decided to re-draft our telecommunication laws (Title 26 of the Kirkland Municipal Code) at the same time, in order to better reflect having competition in town and to keep up with recent FCC rulings that have modified the law at the federal level. At that time we obtained permission from the City Manager to access an additional \$35,000 from the non-departmental contingency reserve. Late last year, we received authorization to spend an additional \$12,950 more from that reserve, giving us total budget authority of \$97,950 for the project through the end of 2008.

The franchise, which is now complete, cost \$70,178 dollars, which was \$20,178 dollars over our original appropriation (and about \$4,800 under our original estimate). So far, we've spent \$26,508 of the allocated \$35,000 for the revisions to Title 26. We asked our legal counsel, Miller Van Eaton, to estimate the remaining work based on the actual comments we received from Verizon. They estimate that \$19,550 remains, which brings the Title 26 costs in at almost 25% more than we originally estimated, and the total for the Title 26 work thus becomes \$46,058. The total project (the franchise negotiation and the title drafting work) ends up being currently estimated at \$116,237.

By comparison, the Comcast negotiation cost \$126,256 and took place in the time period between 2003 and 2005 which also included a revision of Title 26.

Here are the actual costs for these two projects through December, 2008:

Miller Van Eaton: What We've Spent So Far:

Check Date	Franchise	Title 26	Total
12/26/2007	\$5,579.50		\$5,579.50
2/20/2008	1,280.92		1,280.92
4/1/2008	13,478.75		13,478.75
4/30/2008	6,695.00		6,695.00
7/16/2008	23,711.68	18,102.24	41,813.92
8/13/2008	7,810.25	6,791.25	14,601.50
9/3/2008	4,536.42	647.25	5,183.67
10/8/2008		315.00	315.00
11/12/2008	5,536.00	387.50	5,923.50
11/26/2008	1,550.00		1,550.00
12/10/2008		265.00	265.00
	\$70,178.52	\$26,508.24	\$96,686.76

Here is the estimate for the remaining work:

Remaining estimate	Title 26
Respond to Verizon's comments	10,000
Respond to Comcast pending written comments	5,000
Council Meeting Support	2,000
Contingency (15%)	2,550
Total Requested	19,550

FISCAL NOTE

CITY OF KIRKLAND

Source of Request							
Brenda Cooper, Chief Information Officer							
Description of Request							
Request additional funding of \$20,000 from the General Fund Contingency to complete an in-process task to update the telecommunications sections of the Kirkland Municipal Code (i.e. Title 26). This work was started with the Verizon franchise negotiation in 2008 and is designed to reflect telephone companies (such as Verizon) as an entrant, to accommodate new federal and state laws and court findings, and to make the "rules" easier to read and interpret. The total cost to complete the re-write is higher than originally expected, but is anticipated to be completed with the additional funds later this year.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$20,000 of the General Fund Contingency. The reserve is able to fully fund this request.							
Recommended Funding Source(s)							
Reserve	Description	2010 Est End Balance	Prior Auth. 2009-10 Uses	Prior Auth. 2009-10 Additions	Amount This Request	Revised 2010 End Balance	2010 Target
	General Fund Contingency	50,000	0	0	20,000	30,000	50,000
Revenue/Exp Savings							
Other Source	The General Fund Contingency is recommended to be replenished from the available 2008 year-end cash balance.						
Other Information							
Prepared By	Sandi Hines, Financial Planning Manager				Date	March 30, 2009	

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001

www.ci.kirkland.wa.us

MEMORANDUM

To: City Council

From: Ellen Miller-Wolfe, Economic Development Manager

Date: March 27, 2009

Subject: Language re: Cultural Council Resolution

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution, which modifies the procedures under which the Kirkland Cultural Council operates.

BACKGROUND DISCUSSION:

At the March 17, 2009 Council Meeting, the City Council provided staff with direction on several issues regarding the operation of the Cultural Council. Specifically, the City Council indicated that:

- The current terms for Cultural Council members Robert Larson, Kathy Page Feek and GG Getz (Positions 2, 4 and 5) should be extended through March 31, 2011;
- The terms of all Cultural Council positions should be changed to four years, with the terms to be staggered in order to minimize high turnover rates;
- The requirement that the Cultural Council eventually become a non-profit entity should be retained;
- The City Council should continue to interview candidates for Positions 1 through 5 and the Cultural Council should continue to appoint candidates to Positions 6 through 15; and
- The terms for all positions should begin on April 1 and end on March 31 of the applicable calendar year.

The attached resolution replaces and supersedes the previous resolution (Resolution R-4353, copy attached). The new resolution reflects the guidance provided by City Council.

With respect to the term lengths, the terms of positions 2, 4 and 5 are extended through March 31, 2011. Positions 1 and 3, which are currently open, will run from the time they are filled by the City Council through March 31, 2013. This will result in positions 1 through 5 being staggered on a biennial basis. The Cultural Council, with the assistance of City staff, will stagger the terms of Positions 6 through 15 with an eye to minimizing high turnover rates. The Youth Position is the only position that will not have a four year term. Staff recommends that the Youth Position have a two year term since KMC 3.08.110(b) requires two year terms for youth specific seats.

The new resolution retains the requirement that the Cultural Council eventually become a non-profit entity but does not contain a specific deadline for doing so (see Section 9).

ATTACHMENT A

RESOLUTION R- 4353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO THE CULTURAL COUNCIL

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. Creation of the Kirkland Cultural Council. The Kirkland Cultural Council is hereby created, effective November 1, 2002. The Kirkland City Council approves the Cultural Council as a local arts agency and requests that King County recognize the Cultural Council as a local arts agency located in Kirkland, Washington.

Section 2. Purpose. The City is creating the Cultural Council to promote strategic planning and development for arts, culture and heritage in the community. The City Council would like advice from the Cultural Council regarding public art acquisitions. The Cultural Council shall advise the City Council, City Manager, and City staff regarding those issues referred to it by the City Council. After consultation with the City Manager, the Cultural Council may serve as the City's official representative on an arts, culture or heritage matter. The Cultural Council may submit to the City through the City Manager recommendations for other issues to be submitted to the Cultural Council as it feels is advisable.

Section 3. Membership. There will be no less than 7 members and no more than 15 members of the Cultural Council. All of the members shall reside or own a business within the City of Kirkland or its Potential Annexation Area. All members must have an interest in the arts. A member will serve in an individual capacity, even if he or she works for an organization that may make a proposal to the Cultural Council. The membership of the Cultural Council is intended to reflect balance, taking into account such elements as the diversity of the community and the connection to various geographic areas of the City.

The table printed in Section 4 below sets forth certain factors applicable to the appointment of members. The special qualification "Artist" means a person who has a demonstrated commitment as an artist. The special qualification "Cultural Heritage" means a person who has a demonstrated commitment to cultural heritage matters. The special qualification "Youth" means a person who, at the time of appointment, is at least 16, but not yet 18 years of age.

A member's term shall begin upon the member accepting his or her appointment. A member may be reappointed; provided that, no person shall serve as a member for more than six consecutive years. Vacancies shall be filled for the remainder of the unexpired term of the vacant position. A member will be expected to attend no less than 80% of all meetings for which there is no prearranged absence. In addition, when a member misses three or more consecutive meetings not excused by a majority vote of the Cultural Council, the Cultural Council shall consider removal of that member. In the case of a member who was appointed by the City Council, the Cultural Council shall report to the City Council about a member's pattern of absence, together with a recommendation concerning removal by the City Council. A member finding themselves unable to attend regular meetings is expected to tender his or her resignation. A resignation shall be effective on such date as designated by the resigning member.

Section 4. Table.

POSITION	APPOINTED BY	LENGTH OF TERM	SPECIAL QUALIFICATION	NOTES
1	City Council	2 years		
2	City Council	3 years		
3	City Council	2 years		
4	City Council	3 years		
5	City Council	2 years		
6	Cultural Council	3 years	Artist	a
7	Cultural Council	3 years	Cultural Heritage	a
8	Cultural Council	2 years	Youth	b
9	Cultural Council	2 years		c
10	Cultural Council	3 years		c
11	Cultural Council	2 years		c
12	Cultural Council	3 years		c
13	Cultural Council	2 years		
14	Cultural Council	3 years		
15	Cultural Council	2 years		

Notes:

- a. If a person who meets the special qualification listed for this position happens to be serving in another position, then this position may be filled without regard to the special qualification.
- b. If a person who meets the special qualification listed for this position happens to be serving in another position, then this position may be filled without regard to the special qualification or left unfilled at the discretion of the Cultural Council.
- c. Positions 9-15 may be filled or left unfilled, at the discretion of the Cultural Council.

Section 5. Officers. As soon as possible, the persons appointed to Positions 1 through 5 shall meet and appoint persons to fill the remaining 2 to 10 positions. Within one month after that initial meeting, the Cultural Council shall meet and organize by electing from the members of the Council a Chair and a Vice Chair. The Chair will have an initial term of one year. For subsequent years the Cultural Council will pick a Chair for a term of one year with the possibility of selection for an additional year. The term for Vice Chair shall be one year, and the Vice Chair will not automatically ascend to become the Chair. There will be no term limit on serving as Vice Chair. It shall be the duty of the Chair to preside at all meetings of the Cultural Council. In the Chair's absence, the Vice Chair shall preside. The Chair shall propose an agenda for meetings and shall vote on matters being voted on by the Cultural Council. The Chair shall select a member to record decisions of the Cultural Council that establish policies or recommendations.

Section 6. Voting. A quorum of the Cultural Council shall be a majority of persons currently serving as voting members. A quorum must be present in order for a vote to be taken on a recommendation or a permanent policy. Each voting member is entitled to one vote. All matters establishing policies, recommendations, or decisions shall be decided by a majority vote of voting members present.

Section 7. Liaisons. The Cultural Council may designate "Cultural Council Liaisons." Liaisons are intended to be resources for technical advice or expertise or to provide connections to other organizations. Liaisons will be invited to all Cultural Council meetings, but will not be required to attend and will not vote. The Cultural Council may choose to designate any number of Liaisons. The Cultural Council shall, at least once per

calendar year, review and make current the list of Cultural Council Liaisons. Typically one City Councilmember will be designated a Liaison.

Section 8. Procedure. All business of the Cultural Council shall be guided by "Roberts Rules of Order". The Cultural Council may adopt a written policy of Cultural Council practices; so long as prior to December 31, 2005 such practices are not inconsistent with this Resolution or other direction of City Council. The City Council intends that the members of the Cultural Council will lead its transformation into a private nonprofit organization prior to December 31, 2005. In turn, the City Council will no longer appoint members of the Cultural Council nor determine operating procedures for it.

Section 9. The members of the Cultural Council shall receive no compensation from the City of Kirkland. Expenses specifically authorized by the City Manager may be advanced or reimbursed to a member.

Section 10. Funds. The Cultural Council may choose to do fundraising with the goal of support for Cultural Council projects. The City Council intends to seek and consider Cultural Council recommendations for use of funds received through such fundraising. Until the Cultural Council becomes a private entity, all fundraising receipts must be handled in accordance with laws, rules and policies applicable to city funds. For example, The City Council must appropriate funds before they are available to be spent and funds may only be used for allowable public purposes. In the event that the Cultural Council also wishes to seek other (general fund) financial support from the City, the Cultural Council must forward such specific request to the City Manager. The Cultural Council shall not imply City commitment to an expenditure before City approval of that recommendation or request.

Passed by majority vote of the Kirkland City Council in open meeting this 16ⁿ day of July, 2002.

Signed in authentication thereof this 16ⁿ day of July, 2002

MAYOR

Attest:

City Clerk

RESOLUTION R-4755

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO THE KIRKLAND CULTURAL COUNCIL.

WHEREAS, the Kirkland Cultural Council was formed in 2002 pursuant to Resolution R-4353; and

WHEREAS, the City would like to like to make some changes to the manner and process by which the Cultural Council is operated; and

WHEREAS, this Resolution replaces and supersedes Resolution R-4353;

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

Section 1. Creation and Existence of the Cultural Council. The Kirkland Cultural Council came into existence on November 1, 2002. The Kirkland City Council hereby reiterates its approval of the Cultural Council as a local arts agency and requests that King County recognize the Cultural Council as a local arts agency located in Kirkland, Washington.

Section 2. Purpose. The City has created the Cultural Council to promote strategic planning and development for arts, culture and heritage in the community. The City Council would like advice from the Cultural Council regarding public art acquisitions. The Cultural Council shall advise the City Council, City Manager, and City staff regarding those issues referred to it by the City Council. After consultation with the City Manager, the Cultural Council may serve as the City's official representative on art, culture or heritage matters. The Cultural Council may submit to the City through the City Manager recommendations for other issues to be submitted to the Cultural Council as it feels is advisable.

Section 3. Membership. There will be no less than 7 members and no more than 15 members of the Cultural Council. All of the members shall reside or own a business within the City of Kirkland or its Potential Annexation Area. All members must have an interest in the arts. A member will serve in an individual capacity, even if he or she works for an organization that may make a proposal to the Cultural Council. The membership of the Cultural Council is intended to reflect balance, taking into account such elements as the diversity of the community and connection to various geographic areas of the City.

The table printed in Section 4 below sets forth certain factors applicable to the appointment of members. The special qualification "Artist" means a person who has a demonstrated commitment as an artist. The special qualification "Cultural Heritage" means a person who has a demonstrated commitment to cultural heritage matters.

The special qualification "Youth" means a person who meets the requirements of Kirkland Municipal Code 3.08.110(b).

The terms of the current members holding Cultural Council Positions 2, 4 and 5 are hereby extended through March 31, 2011. The terms for open Cultural Council Positions 1 and 3 shall begin upon appointment by the Kirkland City Council and shall expire on March 31, 2013. Except for the Youth Position, in all other cases, a member's term on the Cultural Council shall be for four years. Except as otherwise provided, the terms for all positions shall begin on April 1 and expire on March 31 of the applicable calendar year. In filling positions 6 through 15, the Cultural Council, with the assistance of City staff, shall stagger the terms of those positions in order to minimize high turnover rates.

A member may be reappointed to the Cultural Council; provided that, no person shall serve as a member for more than two full terms. Vacancies shall be filled for the remainder of the unexpired term of the vacant position. A member will be expected to attend no less than 80% of all meetings for which there is no prearranged absence. In addition, when a member misses three or more consecutive meetings not excused by a majority vote of the Cultural Council, the Cultural Council shall consider removal of that member. In the case of a member who was appointed by the City Council, the Cultural Council shall report to City Council about a member's pattern of absence, together with a recommendation concerning removal by the City Council. A member who is unable to attend regular meetings is expected to tender his or her resignation. A resignation shall be effective on such date as designated by the resigning member.

Section 4. Table

POSITION	APPOINTED BY	LENGTH OF TERM	SPECIAL QUALIFICATION	NOTES
1	City Council	4 years		
2	City Council	4 years		
3	City Council	4 years		
4	City Council	4 years		
5	City Council	4 years		
6	Cultural Council	4 years	Artist	a
7	Cultural Council	4 years	Cultural Heritage	a
8	Cultural Council	2 years	Youth	b
9	Cultural Council	4 years		c
10	Cultural Council	4 years		c
11	Cultural Council	4 years		c
12	Cultural Council	4 years		c
13	Cultural Council	4 years		
14	Cultural Council	4 years		
15	Cultural Council	4 years		

NOTES:

- a. If a person who meets the special qualification listed for this position happens to be serving in another position, then this position may be filled without regard to the special qualification.
- b. If a person who meets the special qualification listed for this position happens to be serving in another position, then this position may be filled without regard to the special qualification or left unfilled at the discretion of the Cultural Council.
- c. Positions 9-15 may be filled or left unfilled, at the discretion of the Cultural Council.

Section 5. Officers. Annually, the Cultural Council shall elect from the members of the Council a Chair and a Vice Chair. The Cultural Council will pick a Chair for a term of one year with the possibility of selection for one additional year. The term for Vice Chair shall be one year, and the Vice Chair will not automatically ascend to become the Chair. There will be no term limit on serving as Vice Chair. It shall be the duty of the Chair to preside at all meetings of the Cultural Council. In the Chair's absence, the Vice Chair shall preside. The Chair shall propose an agenda for meetings, and shall vote on matters being voted on by the Cultural Council. The Chair shall select a member to record decisions of the Cultural Council that establish policies or recommendations.

Section 6. Voting. A quorum of the Cultural Council shall be a majority of persons currently serving as voting members. A quorum must be present in order for a vote to be taken on a recommendation or a permanent policy. Each voting member is entitled to one vote. All matters establishing policies, recommendations or decisions shall be decided by a majority vote of voting members present.

Section 7. Liaisons. The Cultural Council may designate "Cultural Council Liaisons". Liaisons are intended to be resources for technical advice or expertise or to provide connections to other organizations. Liaisons will be invited to all Cultural Council meetings, but will not be required to attend and will not vote. The Cultural Council may choose to designate any number of Liaisons. The Cultural Council shall, at least once per calendar year, review and make current the list of Cultural Council Liaisons. Typically, one City Councilmember will be designated as a Liaison.

Section 8. Procedure. All business of the Cultural Council shall be guided by "Roberts Rules of Order". The Cultural Council may adopt a written policy of Cultural Council practices; so long as such practices are not inconsistent with this Resolution or other direction of City Council.

Section 9. Conversion to a Nonprofit Entity. The City Council intends that the members of the Cultural Council will lead its transformation into a private nonprofit organization at some time in the future. When that occurs, the City Council will no longer appoint members of the Cultural Council nor determine operating procedures for it.

Section 10. Compensation. The members of the Cultural Council shall receive no compensation from the City of Kirkland. Expenses specifically authorized by the City Manager may be advanced or reimbursed to a member.

Section 11. Funds and Fundraising. The Cultural Council may choose to do fundraising with the goal of garnering support for Cultural Council projects. The City Council intends to seek and consider Cultural Council recommendations for use of funds received through such fundraising. Until the Cultural Council becomes a private entity, all fundraising receipts must be handled in accordance with laws, rules and policies applicable to city funds. For example, the City Council must appropriate funds before they are available to be spent and funds may only be used for allowable public purposes. In the event that the Cultural Council also wishes to seek other (general fund) financial support from the City, the Cultural Council must forward such specific request to the City Manager. The Cultural Council shall not imply City commitment to an expenditure before City approval of that recommendation or request.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2009.

Signed in authentication thereof this ____ day of _____, 2009.

MAYOR

Attest:

City Clerk

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 W. Olsen, Chief of Police
Bill Hamilton, Captain

Date: March 26, 2009

Subject: Police Grants

RECOMMENDATION:

That Council review and approve the application for funding of the Byrne/JAG Local Solicitation grant and provide the public an opportunity to comment.

That Council provide direction for application for Federal funding for the COPS Hiring Recovery Program which would be used to retain officers scheduled to be laid off at a future date.

BACKGROUND DISCUSSION:

The Edward Byrne Memorial Justice Assistance Grant is part of the President's American Recovery and Reinvestment Act of 2009 to assist state, local and tribal law enforcement with funding to prevent or reduce crime and violence. The funding award available to the City of Kirkland is \$52,536. The deadline for submitting the application is May 18, 2009. The application process requires Council review the application and an opportunity be provided to the public to comment not fewer than 30 days before the application is submitted. If awarded, the funds will be used to provide Corrections Officers to supplement security at the Kirkland Municipal Court on an overtime basis. The Court is aware of the funding availability and will work with us to maximize usage of the award. Costs will be closely tracked and monitored to ensure the service provided to the court does not exceed the award.

The COPS Hiring Recovery Program Grant is also part of the American Recovery and Reinvestment Act, providing funding to create and preserve jobs and to increase community policing capacity and crime-prevention efforts. The deadline for submitting the application is April 14, 2009. This grant is highly competitive with no guarantee we would receive funding. Three funding areas are identified in this grant; to hire new officer positions, to rehire officers who have already been laid off, or to rehire officers who are currently scheduled to be laid off on a future date. The grant provides 36 months of funding for salary and benefits and requires personnel be retained for 12 months from the time that the 36 months of grant funding expires. With the potential for revenue shortfalls in the coming months, should lay-offs be identified and scheduled in the department, applying for this grant creates an opportunity to retain the positions scheduled for lay-off.

Using the reduction list the department prepared for the 2009-10 budget, two positions have been identified that could be scheduled for lay-off. Those positions, the School Resource Officer position and one Traffic Officer position, would be named in the grant application with a scheduled lay-off date of December 31, 2009. Before applying for this grant, a determination is required from Council indicating the above identified 2 positions are scheduled to be cut on December 31, 2009 for fiscal reasons. If approved, we will move forward with the application process. There is no local matching requirement, but grant funding is based on current entry-level salaries and benefits for sworn officer positions.



**BJA FY 09 Recovery Act Edward Byrne Memorial
 Justice Assistance Grant Program Local Solicitation**



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*Is the applicant delinquent on any federal debt	<input type="radio"/> Yes <input checked="" type="radio"/> No
*Employer Identification Number (EIN)	91 - 6001255
*Type of Applicant	Municipal
Type of Applicant (Other):	
*Organizational Unit	Police Department
*Legal Name (Legal Jurisdiction Name)	City of Kirkland
*Vendor Address 1	123 5th Avenue
Vendor Address 2	
*Vendor City	Kirkland
Vendor County/Parish	King
*Vendor State	Washington
*Vendor ZIP	98033 - 6189 Need help for ZIP+4?
Please provide contact information for matters involving this application	
*Contact Prefix:	Mr.
Contact Prefix (Other):	
*Contact First Name:	William
Contact Middle Initial:	
*Contact Last Name:	Hamilton
Contact Suffix:	Select a Suffix
Contact Suffix (Other) :	
*Contact Title:	Operations Captain
*Contact Address Line 1:	123 5th Avenue
Contact Address Line 2:	
*Contact City	Kirkland

Contact County:	King
*Contact State:	Washington
*Contact Zip Code:	98033 - 6189 Need help for ZIP+4?
*Contact Phone Number:	425 587 3405 Ext:
Contact Fax Number:	425 587 3410
*Contact E-mail Address:	Bhamilton@ci.kirkland.wa.us

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**BJA FY 09 Recovery Act Edward Byrne Memorial
 Justice Assistance Grant Program Local Solicitation**



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*Descriptive Title of Applicant's Project		
Kirkland Municipal Court Security		▲
*Areas Affected by Project		
City of Kirkland Washington		▲
Proposed Project		
	*Start Date	July 01 2009
	*End Date	June 30 2010
*Congressional Districts of		
	Project	Congressional District 01, WA ▲ Congressional District 02, WA Congressional District 03, WA Congressional District 04, WA ▼
*Estimated Funding		
Federal	\$ 52536	.00
Applicant	\$ 0	.00
State	\$ 0	.00
Local	\$ 0	.00
Other	\$ 0	.00
Program Income	\$ 0	.00
TOTAL	\$ 52536	.00

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**BJA FY 09 Recovery Act Edward Byrne Memorial
 Justice Assistance Grant Program Local Solicitation**



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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
	1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name City of Kirkland		Organizational Unit Police Department
Address 123 5th Avenue Kirkland, Washington 98033-6189		Name and telephone number of the person to be contacted on matters involving this application Hamilton, William (425) 587-3405
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 91-6001255		7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.804 CFDA Recovery Act - Justice Assistance Grants - TITLE: Localities		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Kirkland Municipal Court Security
12. AREAS AFFECTED BY PROJECT City of Kirkland Washington		
13. PROPOSED PROJECT Start Date: July 01, 2009 End Date: June 30, 2010		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project WA01
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Federal	\$52,536	
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	

Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$52,536	
N		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue

Background

The City of Kirkland Washington Police Department proposes a single, high priority personnel program for Kirkland Municipal Court security for immediate implementation. Growing population and increased enforcement activities resulting in increased arrests have led to higher level security risks at the Kirkland Municipal Court. From 2005 to 2008 the civilian court security officers seized 61 knives, 26 box cutters, eight pairs of scissors and seven screwdrivers from people entering the court building. In 2008 police responded to the court a total of 232 times for a range of incidents including warrant arrests, disturbances and escapes from custody. Violence in courthouses can result in lives being lost, injuries and trauma. People coming to the court as litigants, jurors, witnesses, attorneys, and staff must feel safe and be safe if courts are to remain a forum of resolving disputes peacefully.

There are increasing numbers of domestic violence hearings in the Kirkland Municipal Court. These hearings are of particular concern since the victim, the batterer and their families may be comingled in the same court room. This program was initiated by a Kirkland Municipal Judge that expressed deep concern about increasing security issues. Court records indicate that Monday's and Tuesday's are times of heightened security concern as well. These days are scheduled by the court to address cases involving warrant arrests and for criminal first appearance advisements; both are higher level security risks. Experience shows that the presence of a uniformed police employee garners greater accountability and offers a greater sense of security and protection for the public as well as the court employees.

General court security is provided by unarmed, civilian security employees. For most situations this has been adequate. With the increase in case load the unarmed security employees are not adequately equipped for the resultant, more serious security issues. At the same time, because of a variable hearing schedule and because there are recognizable times of higher security needs the addition of full-time uniformed, armed officers is not warranted. Instead the court requests that Kirkland Police Department provide armed, uniformed officers from their Corrections Unit on an hourly basis for peak security risk times.

Program

Kirkland Corrections Officers have specialized training in court security. These Corrections Officers provide for the transport of prisoners to court and while in court they provide for the security of the inmates in their custody. Kirkland Police Department (KPD) proposes using these experienced, trained Corrections Officers on a part-time basis for high security times in the court. The cost to recruit, hire, train and equip a full-time Corrections Officer is prohibitive. By utilizing the existing Corrections Officers on a part-time basis priority security issues can be addressed at the Municipal Court.

KPD will create an enhanced Corrections Officer job description for this security detail. The officer will be conspicuously posted at the entrance to the court and will assist the civilian security employees in screening visitors for weapons, responding to additional

security needs in the courtrooms and for coordinating a police response to the court during a critical incident. The corrections officer will have authority to take people into custody as directed by the court.

The full-time Corrections Officers currently serving with KPD will work in the court on an overtime basis. An average of 22 hours per week of overtime will be needed to provide the heightened court security. Corrections Officers are already on the payroll, trained, and experienced thus the program can begin immediately upon funding. The full grant will be utilized in the first year of the expanded security program.

Program Goal: Increase the security and well being of court personnel and visitors at Kirkland Municipal Court.

Key Objectives:

1. Reduce police call outs to the court compared to the previous year.
2. Reduce flights from custody compared to the previous year.
3. Provide increased security for victims of domestic violence that appear in court.
4. Provide rapid disbursement of Stimulus Funds through increased use of labor to provide court security.

The program will commence immediately, upon funding, and continue for 12 months. The program will be administered by Corrections Officer Supervisor, Lt. Balkema. The Supervisor will require 2.3 hours per week for administration to include: Scheduling, program oversight, court liaison; and monitoring and tracking. Total administration cost is \$5,236.00. Lt. Balkema along with the KPD Crime Analysts and Court Administrator track the impact of the program by monitoring and recording incidents as described in the Key Objectives. The Court Administrator will provide a narrative description of the impact of the program at six months and at the end of the program. A final report will be provided by Lt. Balkema.

The Police Department works closely with Finance to insure compliance with all requirements of grant funding. The City's Finance Department receipts all grant funding and accounts for the funds as revenue using the BARS reporting system (Washington state chart of accounts system). The City's budgeting software has a project tracking system where a unique internal project number is assigned to track revenues and expenditures for any specific project. That project number is used for all costs associated with the identified project including the timekeeping and payroll systems to track time and payroll costs. That system, coupled with the Police Department's detailed system of spreadsheets to monitor grant activity, is an effective method and will be used for this grant.

Kirkland Police Department respectfully requests a grant of \$53,536 to fund the overtime cost of providing security to the Kirkland Municipal Court.

Funding Available	\$52,536
Administrative Costs	\$5,236
Funds Available for Overtime	\$47,300

Administrative Costs Breakdown:

Lt. Balkema's time per week	
Scheduling	0.65 hours
Overseeing Program	0.25 hours
Liaison with Court	0.32 hours
Monitoring/tracking time	1.00 hours
TOTAL HOURS PER WEEK	2.2
TOTAL HOURS PER YEAR	115.4

TOTAL ADMINISTRATIVE YEARLY COST	\$5,236
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Lt. Balkema's Costs:

Annual Salary	\$92,148
Monthly Salary	\$7,679
Base Hourly Rate	\$44.30

Lt. Balkema's Fringe Benefits:

FICA	1.45%	
Workmen's Compensation	\$0.19	Per hour
Unemployment Compensation	0.50%	
Total FICA per hour	\$0.64	
Total Workmen's Comp per OT hour	\$0.19	
Total Unemployment Comp per OT hour	\$0.22	

TOTAL HOURLY RATE W/BENEFITS	\$45.35
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Corrections Officer Costs:

Annual Salary	\$57,096
Monthly Salary	\$4,758
Base Hourly Rate	\$27.45
Base Overtime Rate	\$41.18
Total FICA per OT hour	\$0.60
Total Workmen's Comp per OT hour	\$0.19
Total Unemployment Comp per OT hour	\$0.21

Based on top step Corrections Officer 2009 Salary

TOTAL HOURLY OT RATE W/ BENEFITS	\$42.17
---	----------------

Note that the actual hard costs to the Police Department for overtime for Corrections Officers is \$56.00 per hour. This is a fully loaded cost which includes all benefits and equipment & vehicle use. The \$56 per hour is what we would charge an outside department or department for services. The hourly amount available under the grant is considerably lower as only a small portion of benefits (1.95% +19 cents) can be used in determining overtime, when in fact the total benefits paid by the department is 18.73% per hour (retirement, social security and life insurance are not allowable)

Yearly Hours available for Overtime	1,122
Weekly Hours available for Overtime	22
Total Corrections Officers Cost	\$47,300.00

Corrections Officers Fringe Benefits:

FICA	1.45%
Workmen's Compensation	\$0.19 Per hour
Unemployment Compensation	0.50%

by the grant). Using the hard cost of \$56 per hour would reduce the yearly available hours to 846 and the weekly available hours to 16. It should also be noted that if Police Officers are used in place of Corrections Officers, the grant funded hours will decrease due to a higher hourly overtime rate.

Total FICA & Unemployment 1.95%

Workmen's Comp Calculations:

\$392.00 per year
 \$7.54 per week
 \$1.51 per day
 \$0.19 per hour



OMB APPROVAL
NUMBER 1121-0140

EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

h1>U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

**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: David Ramsay, City Manager

From: Jennifer Schroder, CPRP, Director of Parks and Community Services
Michael Cogle, Park Planning Manager

Date: March 26, 2009

Subject: Rose Hill Meadows Park Development Project: Award of Construction Bid to Construction International, Inc., Kirkland, Washington

RECOMMENDATION:

That the City Council award a construction contract to Construction International, Inc. in the amount of \$297,570 for park improvements at Rose Hill Meadows.

BACKGROUND DISCUSSION:

A development plan for Rose Hill Meadows, a neighborhood park site in the South Rose Hill neighborhood, was approved by the City Council in January of 2007. The plan provides for various park amenities such as walking trails, lawn areas, picnicking, and a playground. Fencing, landscaping and wetland enhancement are also included as part of the project. A small restroom facility may be added in the future, but is not included as part of the currently planned development.

Project Budget

A budget for site planning, design and park development was included in the 2006 – 2011 Capital Improvement Program in the amount of \$479,000. Due to increased project costs related to sanitary sewer latecomer assessment fees (nearby Amber Ridge project), removal of hazardous materials from structures on the site, subsequent removal of the structures, and additional consultant costs related to wetland-related issues, the City Council authorized an allocation of \$150,000 of park bond proceeds to the project in July of 2008. The total project budget was thereby revised to a total of \$629,000, as detailed below:

Rose Hill Meadows Project Budget \$629,000

Item	Design, Engineering, Project Management	Construction- Related Costs
Design and Engineering Services	\$100,000	
In-House Project Management	\$20,000	
Residential Structures - Hazardous Mtrls		\$33,500
Residential Structures - Removal		\$41,500
Sanitary Sewer Latecomer Assessment		\$58,500
Permits and Fees		\$5,000
Park Construction Costs (Bid Target)		\$336,500
Standard Park Sign		\$4,000
Construction Contingency		\$30,000
Subtotal	\$120,000	\$509,000

Construction Bids Received

Competitive construction bids for park development were received and opened on March 24. **A total of fourteen (14) bids were submitted, one of the higher totals in recent memory for one of our park projects.** Bid results, sorted by lowest base bid:

Name of Firm	BASE BID	ALT #1 Playground	ALT #2 Shelter	Total
<i>Engineer's Estimate</i>	<i>\$ 285,000.00</i>	<i>\$ 50,000.00</i>	<i>\$ 54,000.00</i>	<i>\$ 389,000.00</i>
Construction International	\$ 234,350.00	\$ 51,230.00	\$ 63,220.00	\$ 348,800.00
Construct Co.	\$ 259,457.06	\$ 42,256.25	\$ 57,111.37	\$ 358,824.68
PGH Excavating	\$ 264,786.07	\$ 55,590.00	\$ 40,221.00	\$ 360,597.07
Archer Construction	\$ 286,767.01	\$ 47,960.00	\$ 65,400.00	\$ 400,127.01
Paul Brothers, Inc.	\$ 287,325.80	\$ 58,881.80	\$ 75,711.40	\$ 421,919.00
Premier Field Development	\$ 288,663.61	\$ 53,936.47	\$ 63,803.15	\$ 406,403.23
L.W. Sundstrom	\$ 299,401.20	\$ 50,140.40	\$ 44,690.00	\$ 394,231.60
Mosbrucker Excavating	\$ 304,315.00	\$ 63,986.00	\$ 46,672.00	\$ 414,973.00
Wyser Construction	\$ 304,491.50	\$ 53,737.00	\$ 50,412.50	\$ 408,641.00
Evergreen Landscape	\$ 315,856.93	\$ 53,020.87	\$ 53,955.00	\$ 422,832.80
Langsholt Construction	\$ 342,260.00	\$ 58,860.00	\$ 50,140.00	\$ 451,260.00
Precision Earthworks	\$ 347,383.00	\$ 63,220.00	\$ 62,130.00	\$ 472,733.00
SGA Corporation	\$ 378,075.00	\$ 51,448.00	\$ 67,484.00	\$ 497,007.00
<i>Dumpman Construction*</i>	<i>\$ 239,000.00</i>	<i>\$ 39,000.00</i>	<i>\$ 26,500.00</i>	<i>\$ 304,500.00</i>
<i>*Invalid bid (no bid bond provided and bid amounts did not include required sales tax)</i>				

Memorandum to David Ramsay
Award of Bid: Rose Hill Meadows
March 26, 2009
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Bid Award Recommendation

Staff recommends awarding a construction contract to Construction International, Inc. as the responsive low bidder. Construction International, Inc. has been in business for over 19 years and has successfully completed public projects for the City of Seattle, Seattle School District, and the Woodinville Water District. They are based in Kirkland.

Construction International submitted the following bid:

Base Construction Bid	\$234,350
Additive Alternate #1 (Playground)	\$ 51,230
Additive Alternate #2 (Picnic Shelter)	<u>\$ 63,220</u>
Total Bid:	\$348,800

Funding Available for Park Construction: \$336,500

Shortfall: **-\$ 12,500**

Given that award of the full bid amount would result in the project being over budget, staff recommends the following strategy:

1. Award bid to Construction International for Base Bid plus Additive Alternate #2 (Picnic Shelter) in the total amount of \$297,570.
2. Reject Bid for Additive Alternate #1 (Playground Equipment)
3. Following completion of the construction contract, the Parks Dept. will purchase and install the playground system, with possible assistance from neighborhood volunteers (i.e. a community build project). Note that grading and curbing tasks required for the playground will be completed by the contractor as part of Base Construction Bid work.

Recommended Construction Budget Strategy:

\$336,500	Existing Funding Available for Park Construction
-\$297,570	Recommended bid award to Construction International, Inc.
<u>-\$ 40,000</u>	Purchase Price for Playground Equipment (installed by staff/volunteers)

-\$1,070 Nominal funding shortfall to be covered by project construction contingency. This will reduce construction contingency from \$30,000 to \$28,300 (from about 10% to 9.5% of construction contract). Staff believes this will be adequate for the project.

In summary, staff recommends that by following the strategies detailed above the entire project can be completed without requiring additional funding assistance.

On-Going Maintenance and Operational Costs

Maintenance tasks associated with Rose Hill Meadows will include garbage pick-up, mowing, maintenance of trees and shrubs, irrigation (for new plant/lawn establishment only), playground inspections, repairs, port-a-potty rental, and other routine maintenance tasks.

Memorandum to David Ramsay
Award of Bid: Rose Hill Meadows
March 26, 2009
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One-time funding in the amount of \$43,000 for Rose Hill Meadows maintenance and operations (including part-time labor and supplies) was approved in the 2007-08 biennial budget, and was subsequently approved as a budgetary carryover for the 2009-10 biennial budget.

This approved funding will ensure required maintenance of the new park for 24 months following the park's opening – targeted for October of 2009. It should be noted that on-going funding for the park will be necessary beginning as early as October of 2011. Annual funding necessary is estimated to be \$22,000 - \$25,000 for subsequent years.

Attachments:

Park Development Plan
Project Budget Report

ROSE HILL MEADOWS

Approved Park Development Plan

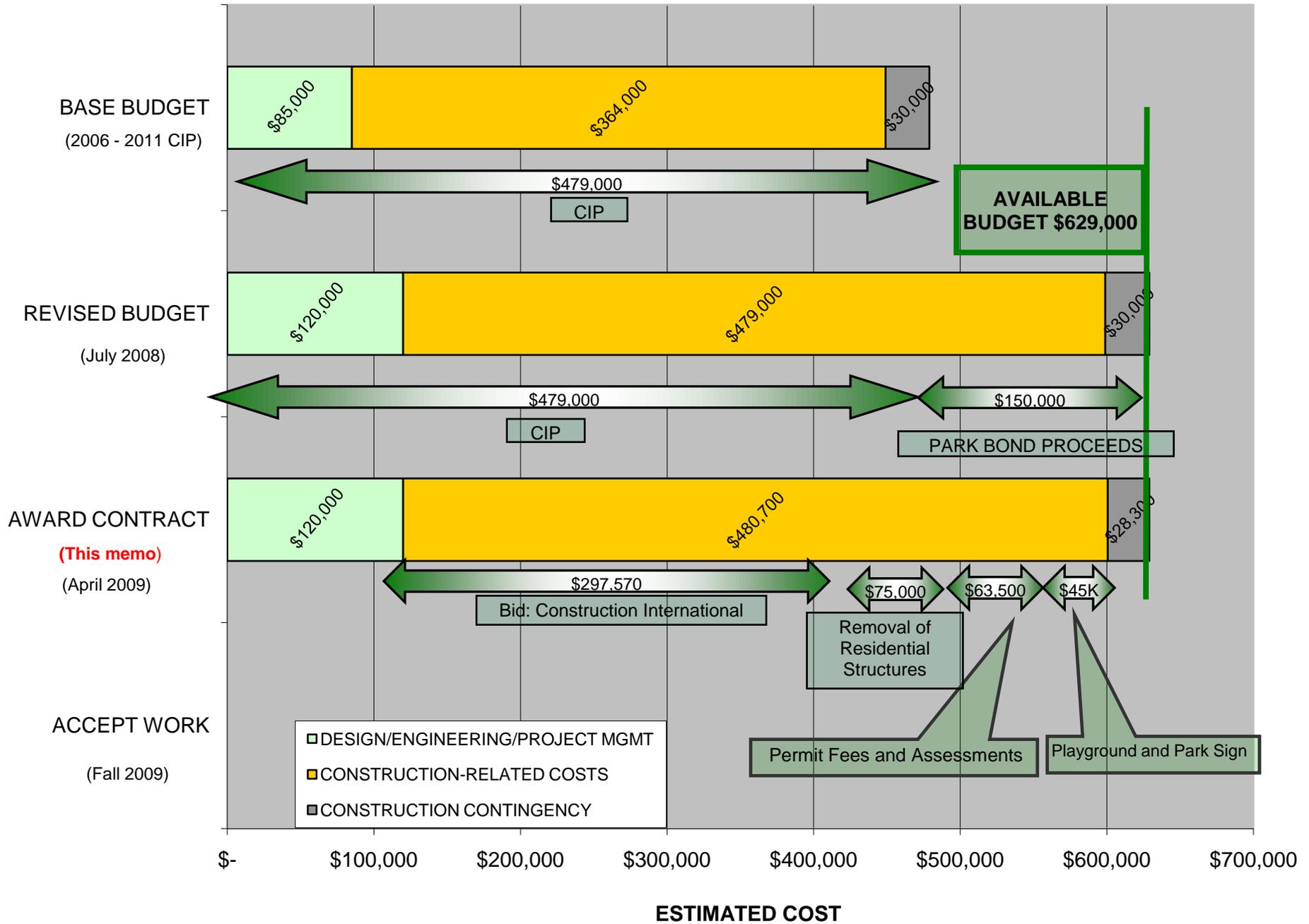


Kirkland Parks and Community Services Department



ROSE HILL MEADOWS PARK DEVELOPMENT

PROJECT BUDGET 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: March 31, 2009
Subject: Campaign Contribution Limits/Proposed Ordinance

At the March 3, 2009, Council Meeting, staff was asked to return with the draft ordinance which had previously been prepared to establish campaign contribution limits for City Council elections. The City Council had previously expressed interest in campaign contribution limitations, but wanted to provide adequate time to carefully develop a proposal. Legal staff worked with Council Member Dave Asher in looking at the models in the two local jurisdictions with such limitations, Seattle and King County, and adapting them to Kirkland.

Background

When the subject of campaign contribution limitations was last before the City Council, staff was encouraged to examine how such a program might be implemented without incurring significant administrative costs and requiring staff oversight. After examining the programs in Seattle and King County, the attached proposed ordinance, making certain adjustments to those programs, was prepared. Adjustments to the Seattle and King County models include: focusing on candidates rather than the contributors; relying on campaign filings already required by the Washington State Public Disclosure Commission (PDC); and utilizing the City's Hearing Examiner system. With these adjustments, the proposed ordinance creates a more modest, but potentially effective program.

Limits on the Acceptance of Campaign Contributions

One respect, in which the proposed ordinance differs from either the Seattle or King County campaign contribution programs, is that the limitations are placed on the candidate, not on contributor(s). Seattle and King County limit the amount that may be contributed to candidates. This is a subtle, but important difference and goes to the issue of enforcement. Under the proposed ordinance, a candidate for the City Council could not accept or receive a campaign contribution from any person (individual, business, or corporation) in excess of the contribution limit.

The contribution limit in the ordinance is pegged to that established by the PDC for King County office candidates. The 2009 limit is \$800. At the beginning of each even-numbered calendar year, the PDC is to adjust these limits based on changes in economic conditions. To see the current contribution limit set by the PDC, visit the PDC website: www.pdc.wa.gov/, click on the link to "Filer Resources," select "State Contribution Limits" under "2009 Elections" (on the right-hand lower corner of the page). This means it would not be necessary for the City Council or

staff to revisit the contribution limits or to amend the Kirkland Municipal Code (KMC) Chapter where these would be adopted by reference, Chapter 3.12.

There are exceptions to the contributions dollar limit for: contributions from a candidate's own resources; the value of volunteer services; and, with some limitations, surplus funds. The contribution limit on the amount that a City Council candidate may accept or receive is based upon an "election cycle." For purposes of the proposed ordinance, an election cycle is defined as:

. . . the combination of the general or special election and the primary election for the office in question and begins on the date an individual becomes a candidate for such office. . . and ends on the date that a candidate files his or her final report pursuant to RCW 42.17.080(2).

Apart from a few terms which are specially defined, the proposed ordinance relies largely on the relevant definitions found in state law and on the interpretations of these definitions provided by rule or order by the PDC.

Enforcement

Another way in which the proposed ordinance varies from the King County and Seattle models is the vehicle for enforcement. In Seattle, candidates must file campaign disclosure reporting with the PDC and the Seattle City Clerk. The Seattle Ethics and Elections Commission is responsible for enforcing the City's Elections Code. In King County, candidates for Executive, Assessor, Sheriff and County Council file duplicate copies of what their campaigns file with the PDC with the King County Elections Division. When a candidate exceeds the campaign contribution limit, the campaign coordinator in the Records, Elections and Licensing Services Division notifies the campaign treasurer by telephone of the overage. If a campaign fails to comply with the limits after notification, a certified letter is sent. If the campaign still does not comply, the matter is referred to the Prosecuting Attorney's Office.

The proposed ordinance does not require any separate filing of campaign contribution forms with the City. Interested persons could monitor whether any contribution amounts accepted by candidates for the Kirkland City Council exceeded the limits set by KMC Chapter 3.12, by checking the PDC website. If a candidate accepts a contribution which exceeds the limits; an individual may file a sworn complaint with the City Clerk for referral to the City of Kirkland Hearing Examiner.

The proposed ordinance outlines the required content of and process for filing a complaint. The Hearing Examiner has the authority to summarily dismiss a meritless or frivolous complaint. The Hearing Examiner may also dismiss the complaint if it is determined that a violation of contribution limit was inadvertent and minor and has been corrected to the satisfaction of the Hearing Examiner. If the Hearing Examiner determines that the complaint appears to have merit, there is a process for expedited review. Violations of KMC 3.12 would be subject to a civil penalty of up to three times the amount of the illegal contribution accepted.

Please let me know if you have any questions.

ORDINANCE NO. 4190

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LIMITATIONS ON CONTRIBUTIONS FOR CITY COUNCIL CAMPAIGNS AND CREATING A NEW CHAPTER 3.12 OF THE KIRKLAND MUNICIPAL CODE.

The City Council of the City of Kirkland do ordain as follows:

Section 1. The Kirkland City Council makes the following findings:

Findings in support of time limitation periods in Chapter 3.12 of the Kirkland Municipal Code: Information about complaints filed under this chapter and the resolution of those complaints is information that is relevant to the residents of Kirkland seeking to make informed votes. To help provide voters with this information, the Kirkland City Council finds that, when possible, complaints should be resolved before the final election for office. The time limitations in this chapter have been in some cases shortened to help resolve as many complaints as possible before the final election. The Kirkland City Council finds that this practice is similar to the state's practice, where many of the timelines in the elections statute are shortened. See, e.g., Task force Comments to RAP 5.2(d), available in 2A WASHINGTON PRACTICE, RAP 5.2, Time Allowed to File Notice (2008) (identifying elections statutes that provide for shortened appeal period).

Section 2. A new Chapter 3.12, "Limits on Campaign Contributions," is hereby added to Title 3 of the Kirkland Municipal code, to read as follows:

Chapter 3.12
LIMITS ON CAMPAIGN CONTRIBUTIONS

3.12.010 Definitions.

For purposes of this chapter, the definitions found in RCW 42.17.020 as currently enacted or as hereafter amended or recodified are hereby adopted by reference. In adopting these definitions by reference, the City also adopts the interpretation of these definitions published in Title 390-05 WAC or otherwise issued by the Washington State Public Disclosure Commission through Declaratory Orders, Policy Statements, and Commission Interpretations, except that:

(a) "Election cycle" means the combination of the general or special election and the primary election for the office in question and

begins on the date an individual becomes a candidate for such office as defined in subsection (e) below and ends on the date that candidate files his or her final report pursuant to RCW 42.17.080(2).

(b) To "accept" or "receive" a contribution means the receipt of a contribution, deposit of funds with other campaign funds, and report of the contribution on required Public Disclosure Commission report(s). These terms do not apply to a situation in which a candidate receives a contribution and returns the contribution to the contributor within five business days of the date on which it is received by the candidate or political committee. This definition does not in anyway, affect the determination of the date a contribution is received, which is defined by Public Disclosure Commission policies.

(c) "Person" includes an individual, partnership, joint venture, public or private corporation, association, federal, state, or local governmental entity or agency however constituted, candidate, committee, political committee, political party, executive committee thereof, or any other organization or group of persons, however organized.

(d) "Public Disclosure Commission" means the Washington State Public Disclosure Commission, established under RCW 42.17.350, or its successor.

(e) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first: (1) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office; (2) Announces publicly or files for office; (3) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or (4) Gives his or her consent to another person to take on behalf of the individual any of the actions in (1), (2) or (3) of this subsection. This is the definition of candidate in RCW 42.17.020 at the time of enactment of this ordinance. The City also adopts amended or recodified definitions of candidate along with interpretations of this definition published in Title 390-05 WAC or otherwise issued by the Public Disclosure Commission through Declaratory Orders, Policy Statements, and Commission Interpretations.

3.12.020 Application.

These limits shall apply to candidates in any primary, general or special election for the Kirkland City Council.

3.12.030 Contribution limits.

(a) No candidate for City Council shall accept or receive during the election cycle, campaign contributions totaling more than the contribution limit established by the Public Disclosure Commission for county office candidates in King County in the aggregate from any person.

(b) The per-election contribution limit established by the Public Disclosure Commission for county office candidates in King County shall be the election-cycle contribution limit on candidates for the Kirkland City Council.

(c) The limitations in this section shall not apply to:

(1) A candidate's contributions of his/her own resources to his/her own campaign;

(2) The value of volunteer services;

(3) Any publicly donated funds under provisions authorizing public funding of local campaigns; and

(4) Surplus funds, as defined in RCW 42.17.020(48), from a candidate's prior campaign and contributions received by a candidate in connection with a campaign for another office may be used by that candidate for the candidate's current campaign only to the extent that such funds are derived from contributions that were within the dollar limitations imposed by this chapter. If such funds are from a campaign not governed by this chapter, a candidate may use only so much of each contribution previously received as would have been allowable as a contribution under this chapter if it had applied to that campaign. The source of a candidate's surplus funds shall be determined to be derived from the most recent contributions received by such candidate or that candidate's political committee which in total equal the amount of the surplus funds.

(c) The limitations imposed by this section shall apply to all other contributions.

3.12.040 Adjustment of dollar amounts in chapter – adherence to Public Disclosure Commission established limits and schedule.

The amount of the contribution limit is adjusted to reflect periodic adjustments made by the Public Disclosure Commission for county office candidates in King County. The timing of the limitation changes shall take place as published by the Public Disclosure Commission and shall, from that time forward, form a new limit on contributions.

3.12.050 Complaint process.

(a) Any person who has knowledge of a violation of this chapter committed by any candidate or committee may file a complaint, in writing, under oath of the same with the City Clerk. Under oath means that the complaint includes a statement substantially as follows: "I declare under penalty of perjury of the laws of the State of Washington that the information in this complaint is true and correct," or that the complaint is subscribed and sworn to before a notary public or other official authorized to administer oaths. The complaint must set forth specific facts detailing the alleged violation, including: the amounts of the contributions accepted or received; the name of the candidate or committee receiving the contribution(s); and the name(s) and address(es) of the contributor(s), if known or reported; and the

names and telephone numbers of persons having knowledge of the alleged violation. The complaint must include the name, address, and telephone number of the person submitting the complaint.

(b) The City Clerk shall refer the complaint to the Hearing Examiner. The City Clerk shall also send a copy of the complaint to the candidate or committee named in the complaint as the alleged violator. Within five (5) calendar days of receiving the complaint, the Hearing Examiner shall make a determination that the complaint appears to have merit or is frivolous and without merit pursuant and communicate his or her decision in writing to the person who made the complaint, to the candidate or committee named in the complaint as the alleged violator, and to the City Clerk.

(1) The Hearing Examiner shall dismiss the complaint if the Hearing Examiner determines that all of the alleged facts, if true, do not constitute a violation; or

(2) The Hearing Examiner determines that there are no reasonable grounds to believe that a violation has occurred; or

(3) The Hearing Examiner determines that the violation was inadvertent and minor and has been largely corrected to the satisfaction of the Hearing Examiner.

(c) If the Hearing Examiner determines the complaint appears to have merit and the complaint relates to conduct during the pending election and is received at least 30 days before the final election for the office, the Hearing Examiner shall provide expedited review and a public hearing on the complaint shall be set not less than fifteen (15) days of the determination, absent a showing of good cause for a different date or a stipulation of the parties.

(1) In other instances, the public hearing shall be set within thirty (30) days of the determination.

(d) At least fifteen (15) days prior to the date set for hearing, the Hearing Examiner will notify, in writing, the person who made the complaint and candidate and/or committee complained against, of the public hearing which will be held to determine if a violation has occurred. The candidate and/or committee complained against shall have the right to file a written answer to the complaint and to appear at the hearing with or without legal counsel, submit testimony, be fully heard and to examine and cross-examine witnesses.

(e) Hearings conducted by the Hearing Examiner shall be informal, meaning that the Hearing Examiner shall not be bound by the strict rules of evidence prevailing in courts of law or equity. The Hearing Examiner may call witnesses on his or her own motion and compel the production of books, records, papers, or other evidence needed by the parties. To that end, the Hearing Examiner shall issue subpoenas and subpoenas duces tecum on his or her own. All testimony shall be under oath administered by the Hearing Examiner. The Hearing Examiner may adjourn the hearing from time to time in order to allow for the orderly presentation of evidence. The Hearing Examiner shall prepare an official record of the hearing including all testimony, which

shall be recorded by mechanical or electronic device, and exhibits; provided that the Hearing Examiner shall not be required to transcribe such records unless presented with a request accompanied by payment of the cost of transcription.

(f) Not more than ten (10) calendar days after the conclusion of the hearing the Hearing Examiner shall, based upon a preponderance of the evidence, make and fully record in his or her permanent records, findings of fact, conclusions of law, determination of a recommended disposition, and order shall be forwarded by certified mail, or personal service, to the person who made the initial report, the candidate and/or committee complained against at the addresses as given by these persons to the Hearing Examiner, and the City Clerk.

3.12.060 Appeal from the imposition of a penalty.

(a) Any candidate and/or committee found, by final written order of the Hearing Examiner, to be in violation of this chapter may seek review of the Hearing Examiner's order and any other decision based upon that order in the following manner:

(1) Civil penalty ordered at least fifteen (15) days before the final election for office: If the Hearing Examiner orders a candidate and/or a committee to pay a civil penalty at least fifteen (15) days before the final election for office, the candidate and/or committee may seek a writ of review from the Superior Court pursuant to Chapter 7.16 RCW, within fourteen (14) days of the date of the Hearing Examiner's order.

(2) Civil penalty ordered in other instances: If the Hearing Examiner orders a candidate and/or a committee to pay a civil penalty in any other instances, the candidate and/or committee may seek a writ of review from the Superior Court pursuant to Chapter 7.16 RCW, within thirty (30) days of the Hearing Examiner's order.

3.12.070 Hearing Examiner Dismissal.

If the Hearing Examiner dismisses the complaint, the person who filed the complaint may seek a writ of review from the Superior Court pursuant to Chapter 7.16 RCW, within fourteen (14) days of the date of the Hearing Examiner's dismissal.

3.12.080 Penalties.

The violation or failure to comply with the provisions of this chapter shall constitute a civil violation for which a monetary fine of up to three (3) times the amount of the illegal contribution in violation KMC 3.12.030(1) may be imposed on the candidate and/or committee that accepted the contribution.

Section 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 4. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2009.

Signed in authentication thereof this _____ day of _____, 2009.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4190

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LIMITATIONS ON CONTRIBUTIONS FOR CITY COUNCIL CAMPAIGNS AND CREATING A NEW CHAPTER 3.12 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Makes findings in support of KMC 3.12.060(A)(1).

SECTION 2. Establishes a new Chapter 3.12 of the Kirkland Municipal Code relating to Council limits on campaign contributions.

SECTION 3. Provides a severability clause for the ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2009.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

City Clerk



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 QUASI-JUDICIAL

From: Eric Shields, Planning Director
Tony Leavitt, Associate Planner

Date: March 25, 2009

Subject: NORTHWEST UNIVERSITY CHANGE OF USE ZONING PERMIT,
PCD FILE NO. ZON08-00020

RECOMMENDATION

Consider the zoning permit application and the Hearing Examiner recommendation, and direct staff to return to the April 21st Council meeting with a resolution to either:

- Grant the application as recommended by the Hearing Examiner; or
- Modify and grant the application; or
- Deny the application.

Option to adopt resolution on April 7th: Under the Council Rules of Procedure, Section 26, the City Council shall consider a Process IIB application at one meeting and vote on the application at the next or a subsequent meeting. The City Council may, by a vote of at least five members, suspend the rule to vote on the matter at the next meeting and vote on the application at this meeting. A resolution reflecting the recommendation of the Hearing Examiner is enclosed.

In the alternative, the Council may direct that the application be considered at a reopening of the hearing before the Hearing Examiner and Houghton Community Council and specify the issues to be considered at the hearing.

This application is subject to the disapproval of the Houghton Community Council. The decision of the City Council will not be effective unless and until it is affirmed by the Community Council.

RULES FOR CITY COUNCIL CONSIDERATION

The City Council shall consider the Zoning Permit application based on the record before the Hearing Examiner and Houghton Community Council and the recommendation of the Hearing Examiner. Process IIB does not provide for testimony and oral arguments. However, the City Council in its discretion may ask questions of the applicant and staff regarding facts in the record, and may request oral argument on legal issues.

BACKGROUND DISCUSSION

Proposal

Change of Use Zoning Permit, per KZC Section 60.12.010, to allow Northwest University to occupy the former Seattle Seahawks Facility for administrative and faculty offices, meeting rooms, and storage (see Enclosure 1, Exhibit A, Attachments 2 and 3). No additions to the existing facility are being proposed. The former practice fields, including the pneumatic seasonal cover ("the bubble"), will be used exclusively by Northwest University athletic practices and intramural activities.

Public Hearing

The Hearing Examiner and Houghton Community Council held an open record public hearing on February 23, 2009. City Staff and Dan Neary, Northwest University Executive Vice President, testified and answered questions from the Hearing Examiner and the Houghton Community Council during the hearing (see Enclosure 2).

After the conclusion of the public hearing, the Houghton Community Council deliberated and drafted a recommendation of approval with conditions per Staff's recommendation (see Enclosure 1, Exhibit B). On February 25, 2009, the Hearing Examiner recommended approval of the application with conditions per Staff's recommendation (see Enclosure 1).

ENCLOSURES

1. Hearing Examiner Recommendation and Exhibits
2. February 23rd Hearing Examiner/ HCC Joint Public Hearing Minutes

**CITY OF KIRKLAND HEARING EXAMINER
FINDINGS, CONCLUSIONS AND RECOMMENDATIONS**

I. INTRODUCTION

APPLICANT: Steve Sankey of Northwest University

FILE NO: ZON08-00020

APPLICATION:

1. Applicant: Steve Sankey of Northwest University
2. Site Location: 11220 NE 53rd Street (see Attachment 1 to Department Report)
3. Request: Change of Use Zoning Permit, per KZC Section 60.12.010, to allow Northwest University to occupy the former Seattle Seahawks Facility for administrative and faculty offices, meeting rooms, and storage (see Attachment 2 and 3). No additions to the existing facility are being proposed. The former practice fields will be used exclusively by Northwest University athletic practices and intramural activities
4. Review Process: Process IIB, Houghton Community Council and Hearing Examiner conduct a public hearing and make recommendations; City Council makes final decision. The Houghton Community Council has disapproval jurisdiction over the land use proposal.
5. Summary of Key Issues and Conclusions:
 - Compliance with Zoning Permit Approval Criteria (see Section II.F)
 - Compliance with Applicable Development Regulations (see Section II.G)

SUMMARY OF RECOMMENDATIONS:

Department of Planning and Community Development: Approve with conditions

Houghton Community Council: Approve with conditions

Hearing Examiner: Approve with conditions

PUBLIC HEARING:

The Hearing Examiner and the Houghton Community Council held a joint public hearing on this application at 6:30 p.m. on February 23, 2009, in City Hall Council Chamber, 123 Fifth Avenue, Kirkland, WA. The

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Examiner visited the site on February 23, 2009. The record was held open to receive the Community Council's written recommendation on the application, which was submitted on February 24, 2009. A verbatim recording of the hearing is available in the City Clerk's office. The minutes of the hearing and exhibits will be available for public inspection in the Department of Planning and Community Development.

The following persons spoke at the public hearing:

From the City: Tony Leavitt, Associate Planner

From the Applicant: Dan Neary, Northwest University

No one from the general public offered comments at the hearing.

II. FINDINGS OF FACT AND CONCLUSIONS

For purposes of this recommendation, all section numbers refer to the Kirkland Zoning Code (KZC or Code) unless otherwise indicated. After considering the evidence in the record and the recommendation of the Houghton Community Council, and inspecting the site, the Examiner enters the following Findings of Fact and Conclusions. All references to Attachments below refer to Attachments to the Department Advisory Report.

SITE DESCRIPTION

1. Site Development and Zoning:

a. Facts:

(1) Size: 10.26 acres

(2) Land Use:

(a) Current Land Use: Former Seahawks Practice Facility which was classified as a "Professional Football, Baseball, or Soccer Practice or Play Facility". The site currently contains a 45,786 square foot building, 2,300 square foot garage structure, 2 grass practice fields, 1 Astroturf practice field with pneumatic seasonal cover ("the bubble"), and 139 parking stalls.

(b) Proposed Land Use: Private College and Related Facilities. Special Regulation 3.d.4 states that a Process IIB zoning permit review process is required for a change in all or any part of the Seahawks facility to a use

other than a professional football team office and practice facility

- (3) Zoning: Planned Area (PLA) 1
- (4) Terrain: A majority of the site is relatively flat. The southeast corner of the site is slopes upwards to the upper parking lot and the upper entrance to the building.
- (5) Vegetation: The site is well landscaped with significant landscape buffers on the north and south property lines.

b. Conclusions:

- (1) Size, terrain, and vegetation are not relevant factors in the review of this application.
- (2) Land use and zoning are relevant factors in the review of this application, due to the fact that the PLA 1 Use Zone Chart states that a Process IIB zoning permit review process is required for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility

2. Neighboring Development and Zoning:

a. Facts: The neighboring properties are zoned as follows and contain the following uses:

North: Zoned RS 8.5, Developed with single-family residences

West: Zoned PLA 1, Northwest University Campus, Developed with multi-family residences

South: Zoned RS 8.5, Developed with single-family residences

East: Zoned PLA 1, Northwest University Campus, Campus Buildings and Parking

b. Conclusion: The neighboring development and zoning are factors in the review of the application.

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HISTORY

1. Facts:
 - a. In 1985, the City Council and Houghton Community Council approved the zoning permit to amend the Northwest College Master plan to allow the Seattle Seahawks Professional Football Team to locate on the subject property.
 - b. In 1999, as part of a Master Plan Amendment, the PLA 1 Use Zone Chart was amended to require a Process IIB zoning permit review process for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility (see Attachment 5).
 - c. The Seahawks have terminated their lease with the University and have vacated the facility. The University now proposes to utilize the existing facility as described in Attachment 2 to the staff Advisory Report.
2. Conclusion: Previously approved zoning permits and amendments are relevant factors in the review of the application.

PUBLIC COMMENT

The initial public comment period ran from November 26, 2008 to December 26, 2008. The Planning Department received no comments during this initial comment period. No written or oral public comments were submitted to the Hearing Examiner prior to or during the public hearing.

STATE ENVIRONMENTAL POLICY ACT (SEPA)

1. Facts: A Determination of Nonsignificance (DNS) was issued on January 16, 2008. The Environmental Checklist, Determination, and additional environmental information are included as Attachment 6.
2. Conclusion: The applicant and the City have satisfied the requirements of SEPA.

CONCURRENCY

1. Facts: The Public Works Department has reviewed the application for concurrency. A concurrency test was passed for traffic on November 12, 2008 (see Attachment 6, Enclosure 5).
2. Conclusion: The project has complied with Traffic Concurrency requirements.

APPROVAL CRITERIA

1. GENERAL ZONING CODE CRITERIA
 - a. Fact: Zoning Code section 152.70.3 states that a Process IIB application may be approved if:
 - It is consistent with all applicable development regulations and, to the extent there is no applicable development regulation, the Comprehensive Plan; and
 - It is consistent with the public health, safety, and welfare.
 - b. Conclusion: The proposal complies with the criteria in section 152.70.3. It is consistent with all applicable development regulations (see Sections II.G) and the Comprehensive Plan (see Section II.H). In addition, it is consistent with the public health, safety, and welfare because it will allow Northwest University to occupy and use the former Seahawks Facilities while minimizing impacts on neighboring properties.

DEVELOPMENT REGULATIONS

1. REQUIRED PARKING SPACES
 - a. Facts:
 - (1) The applicant is proposing no changes to the existing parking areas on the subject property.
 - (2) The onsite parking was included in the campus wide parking stall maximum established as part of the 1999 Master Plan approval.
 - (3) The site contains a total of 139 parking stalls. 97 stalls are in the lower lot accessed from the Butterfield Chapel parking area immediately to the

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South of the subject property and 42 stalls are in the upper lot accessed directly off of NE 53rd street

- (4) As part of the 2002 Northwest College Master Plan Amendment, a campus wide parking ratio of 1.78 stalls per 1,000 gross square feet was approved.
- (5) The parking ratio for the proposed use of the former Seahawks Facility by the applicant will be 3.08 stalls per 1,000 gross square feet.

b. Conclusions:

- (1) The parking stalls on the subject property will not increase the total number of stalls campus wide.
- (2) The proposed use will comply with the approved campus wide parking ratio.

2. REQUIRED LANDSCAPE BUFFERS

a. Facts:

- (1) The PLA 1 Use Zone Chart requires that a “Professional Football Facility” install perimeter buffering per the approved Master Plan.
- (2) The Northwest College Master Plan requires that a 30 foot wide landscape buffer be provided around the campus perimeter. The buffer shall be planted pursuant to KZC Section 95.25.2 (see Attachment 7).
- (3) The applicant submitted an existing landscape plan that shows the location of existing trees on subject property (see Attachment 8).
- (4) KZC Section 95.50.2 requires that all onsite landscaping be maintained throughout the life of the development.

b. Conclusions:

- (1) The existing landscape buffer complies with requirements of the Northwest College Master Plan as outlined in KZC Section 60.12.010.
- (2) To ensure continual maintenance of this buffer, prior to occupancy of the building the applicant should submit an agreement to maintain and replace all landscaping that is required by the City (see Attachment 9).

3. USE OF THE “BUBBLE”

a. Facts:

- (1) As part of the 1985 Master Plan for the Seahawks Facility, the use of a pneumatic cover, “the bubble”, for practices only was permitted each season from October 15th through January 31st. The Seahawks requested occasional exceptions to this time frame, which the Planning Director reviewed after getting letters of support from neighboring property owners. A copy the Planning Director approval was sent to the Houghton Community Council for their information. Additionally, Northwest College was permitted to use “the bubble” for athletic practices.
- (2) The applicant states in their application that “whether the university will keep and maintain the “the bubble” has yet to be determined”. However, the applicant would like the ability to continue use of the bubble during the same period of dates as the Seahawks and the ability to request exceptions in the same way. The bubble use would be exclusively for Northwest University athletic practices and intramural activities.

- b. Conclusion: The use of the pneumatic cover, “the bubble”, by Northwest University for athletic practices and intramural activities should be allowed from October 15 through January 31st. Any request for use of the bubble outside of this time period should be administratively reviewed by the Planning Director and include letters of support from neighboring property owners. A copy of the approval should be sent to the Houghton Community Council.

4. TRAFFIC IMPACTSa. Facts:

- (1) Public Works Department Staff determined that the proposed use will have less PM peak hours traffic than the former Seahawks use (see Attachment 6, Enclosure 5).
- (2) As part of the Northwest College (University) Master Plan Approval, the following SEPA Mitigation Measure was incorporated:

A traffic signal along 108th Avenue NE (at one of three predetermined locations) shall be installed

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when both of the following occur:

- Any one of the traffic signal warrants 1, 2, 9, or 11 at the intersection of 108th Avenue NE and NE 53rd Street is met.
- The College generates 315 new trips per day through the intersection of NE 53rd Street and 108th Avenue NE. These numbers shall be total cumulative additional trips above the 1995 level of 1,946 trips on NE 53rd Street.

(3) Public Works Department Staff reviewed the Signal Warrant Analysis prepared by William Popp Associates and concluded that the project does not meet the traffic signal installation requirements (see Attachment 6, Enclosure 7).

b. Conclusion: The proposed use complies with applicable traffic impact requirements.

COMPREHENSIVE PLAN

1. Fact: The subject property is located within the Central Houghton neighborhood. The Central Houghton Neighborhood Land Use Map designates the subject property as an institutional use (see Attachment 10).
2. Conclusion: The proposal is consistent with the institutional use designation within the Comprehensive Plan

DEVELOPMENT STANDARDS

1. Fact: Additional comments and requirements placed on the project are found on the Development Standards, Attachment 4.
2. Conclusion: The applicant should follow the requirements set forth in Attachment 4.

III. RECOMMENDATIONS

Based on the Findings of Fact and Conclusions, the Hearing Examiner recommends that the City Council **APPROVE** of this application, subject to the following conditions (referenced attachments are found in the Department Advisory Report):

1. This application is subject to the applicable requirements contained in the Kirkland Municipal Code, Zoning Code, and Building and Fire Code. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these

ordinances. Attachment 4, Development Standards, is provided in this report to familiarize the applicant with some of the additional development regulations. This attachment does not include all of the additional regulations. When a condition of approval conflicts with a development regulation in Attachment 4, the condition of approval shall be followed.

2. Prior to occupancy of the building, the applicant shall submit an agreement to maintain and replace all landscaping that is required by the City (see "Required Landscape Buffers" above).
3. The use of the pneumatic cover, "the bubble", by Northwest University for athletic practices and intramural activities shall be allowed from October 15 through January 31st. Any request for use of the bubble outside of this time period shall be administratively reviewed by the Planning Director and include letters of support from neighboring property owners. A copy of the approval should be sent to the Houghton Community Council (see "Use of the 'Bubble'" above).

Entered this 25th day of February, 2009.

Anne Watanabe
Hearing Examiner

SUBSEQUENT MODIFICATIONS

Modifications to the approval may be requested and reviewed pursuant to the applicable modification procedures and criteria in effect at the time of the requested modification.

CHALLENGES AND JUDICIAL REVIEW

The following is a summary of the deadlines and procedures for challenges. Any person wishing to file or respond to a challenge or should contact the Planning Department for further procedural information.

CHALLENGE

Section 152.85 of the Zoning Code allows the Hearing Examiner's recommendation to be challenged by the applicant or any person who submitted written or oral comments or testimony to the Hearing Examiner. A party who signed a petition may not challenge unless such party also submitted independent written comments or information. The challenge must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., _____, seven (7) calendar days following distribution of the Hearing Examiner's written recommendation on the application. Within this same time period, the person making the challenge must also mail or personally deliver to the applicant and all other people who submitted

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comments or testimony to the Hearing Examiner, a copy of the challenge together with notice of the deadline and procedures for responding to the challenge.

Any response to the challenge must be delivered to the Planning Department within seven (7) calendar days after the challenge letter was filed with the Planning Department. Within the same time period, the person making the response must deliver a copy of the response to the applicant and all other people who submitted comments or testimony to the Hearing Examiner.

Proof of such mail or personal delivery must be made by affidavit, available from the Planning Department. The affidavit must be attached to the challenge and response letters, and delivered to the Planning Department. The challenge will be considered by the City Council at the time it acts upon the recommendation of the Hearing Examiner.

JUDICIAL REVIEW

Section 152.110 of the Zoning Code allows the action of the City in granting or denying this zoning permit to be reviewed in King County Superior Court. The petition for review must be filed within twenty-one (21) calendar days of the issuance of the final land use decision by the City.

LAPSE OF APPROVAL

Under Section 152.115 of the Zoning Code, the applicant must begin use of land approved under Chapter 152, within four (4) years after the final approval on the matter, or the decision becomes void; provided, however, that in the event judicial review is initiated per Section 152.110, the running of the four years is tolled for any period of time during which a court order in said judicial review proceeding prohibits the required development activity, use of land, or other actions.

EXHIBITS

The following exhibits are entered into the record for this application:

Exhibit A: Department Advisory Report with Attachments

Exhibit B: Houghton Community Council Recommendation, 2/24/09

PARTIES OF RECORD

Applicant: Steve Sankey, Director of Campus Planning & Construction,
Northwest University, 5520 108th Avenue NE, Kirkland, WA 98033

Agent: Eric Drivdahl, Gelotte Hommas, 3025 112th Avenue NE, Suite 110,
Bellevue, WA 98004

Dan Neary, Northwest University, 5520 108th Avenue NE, Kirkland, WA 98033
Department of Planning and Community Development
Department of Public Works
Department of Building and Fire Services



CITY OF KIRKLAND

Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

**ADVISORY REPORT
FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS**

To: Houghton Community Council
Kirkland Hearing Examiner

From: _____ Tony Leavitt, Associate Planner
_____ Eric R. Shields, AICP, Planning Director

Date: February 12, 2008

File: NORTHWEST UNIVERSITY CHANGE OF USE PERMIT, ZON08-00020

Hearing Date and Place: February 23, 2008; 6:30 pm
City Hall Council Chamber
123 Fifth Avenue, Kirkland

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I. INTRODUCTION

A. APPLICATION

1. Applicant: Steve Sankey of Northwest University
2. Site Location: 11220 NE 53rd Street (see Attachment 1)
3. Request: Change of Use Zoning Permit, per KZC Section 60.12.010, to allow Northwest University to occupy the former Seattle Seahawks Facility for administrative and faculty offices, meeting rooms, and storage (see Attachment 2 and 3). No additions to the existing facility are being proposed. The former practice fields will be used exclusively by Northwest University athletic practices and intramural activities
4. Review Process: Process IIB, Houghton Community Council and Hearing Examiner conduct a public hearing and make recommendations; City Council makes final decision. The Houghton Community Council has disapproval jurisdiction over the land use proposal.
5. Summary of Key Issues and Conclusions:
 - Compliance with Zoning Permit Approval Criteria (see Section II.F)
 - Compliance with Applicable Development Regulations (see Section II.G)

B. RECOMMENDATIONS

Based on Statements of Fact and Conclusions (Section II), and Attachments in this report, we recommend approval of this application subject to the following conditions:

1. This application is subject to the applicable requirements contained in the Kirkland Municipal Code, Zoning Code, and Building and Fire Code. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these ordinances. Attachment 4, Development Standards, is provided in this report to familiarize the applicant with some of the additional development regulations. This attachment does not include all of the additional regulations. When a condition of approval conflicts with a development regulation in Attachment 4, the condition of approval shall be followed.
2. Prior to occupancy of the building, the applicant shall submit an agreement to maintain and replace all landscaping that is required by the City (see Conclusion II.G.2).
3. The use of the pneumatic cover, "the bubble", by Northwest University for athletic practices and intramural activities shall be allowed from October 15 through January 31st. Any request for use of the bubble outside of this time period shall be administratively reviewed by the Planning Director and include letters of support from neighboring property owners. A copy of the approval should be sent to the Houghton Community Council (see Conclusion II.G.3).

II. FINDINGS OF FACT AND CONCLUSIONS

A. SITE DESCRIPTION

1. Site Development and Zoning:
 - a. Facts:
 - (1) Size: 10.26 acres

(2) Land Use:

- (a) Current Land Use: Former Seahawks Practice Facility which was classified as a “Professional Football, Baseball, or Soccer Practice or Play Facility”. The site currently contains a 45,786 square foot building, 2,300 square foot garage structure, 2 grass practice fields, 1 Astroturf practice field with pneumatic seasonal cover (“the bubble”), and 139 parking stalls.
- (b) Proposed Land Use: Private College and Related Facilities. Special Regulation 3.d.4 states that a Process IIB zoning permit review process is required for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility

(3) Zoning: Planned Area (PLA) 1(4) Terrain: A majority of the site is relatively flat. The southeast corner of the site is slopes upwards to the upper parking lot and the upper entrance to the building.(5) Vegetation: The site is well landscaped with significant landscape buffers on the north and south property lines.b. Conclusions:

- (1) Size, terrain, and vegetation are not relevant factors in the review of this application.
- (2) Land use and zoning are relevant factors in the review of this application, due to the fact that the PLA 1 Use Zone Chart states that a Process IIB zoning permit review process is required for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility

2. Neighboring Development and Zoning:

a. Facts:

The neighboring properties are zoned as follows and contain the following uses:

North: Zoned RS 8.5, Developed with single-family residences

West: Zoned PLA 1, Northwest University Campus, Developed with multi-family residences

South: Zoned RS 8.5, Developed with single-family residences

East: Zoned PLA 1, Northwest University Campus, Campus Buildings and Parking

b. Conclusion: The neighboring development and zoning are factors in the review of the application.

B. HISTORY

1. Facts:
 - a. In 1985, the City Council and Houghton Community Council approved the zoning permit to amend the Northwest College Master plan to allow the Seattle Seahawks Professional Football Team to locate on the subject property.
 - b. In 1999, as part of a Master Plan Amendment, the PLA 1 Use Zone Chart was amended to require a Process IIB zoning permit review process for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility (see Attachment 5).
2. Conclusion: Previously approved zoning permits and amendments are relevant factors in the review of the application.

C. PUBLIC COMMENT

The initial public comment period ran from November 26, 2008 to December 26, 2008. The Planning Department received no comments during this initial comment period.

D. STATE ENVIRONMENTAL POLICY ACT (SEPA)

1. Facts: A Determination of Nonsignificance (DNS) was issued on January 16, 2008. The Environmental Checklist, Determination, and additional environmental information are included as Attachment 6.
2. Conclusion: The applicant and the City have satisfied the requirements of SEPA.

E. CONCURRENCY

1. Facts: The Public Works Department has reviewed the application for concurrency. A concurrency test was passed for traffic on November 12, 2008 (see Attachment 6, Enclosure 5).
2. Conclusion: The project has complied with Traffic Concurrency requirements.

F. APPROVAL CRITERIA

1. GENERAL ZONING CODE CRITERIA
 - a. Fact: Zoning Code section 152.70.3 states that a Process IIB application may be approved if:
 - It is consistent with all applicable development regulations and, to the extent there is no applicable development regulation, the Comprehensive Plan; and
 - It is consistent with the public health, safety, and welfare.
 - b. Conclusion: The proposal complies with the criteria in section 152.70.3. It is consistent with all applicable development regulations (see Sections II.G) and the Comprehensive Plan (see Section II.H). In addition, it is consistent with the public health, safety, and welfare because it will allow Northwest University to occupy and use the former Seahawks Facilities while minimizing impacts on neighboring properties.

G. DEVELOPMENT REGULATIONS

1. REQUIRED PARKING SPACES

a. Facts:

- (1) The applicant is proposing no changes to the existing parking areas on the subject property.
- (2) The onsite parking was included in the campus wide parking stall maximum established as part of the 1999 Master Plan approval.
- (3) The site contains a total of 139 parking stalls. 97 stalls are in the lower lot accessed from the Butterfield Chapel parking area immediately to the South of the subject property and 42 stalls are in the upper lot accessed directly off of NE 53rd street
- (4) As part of the 2002 Northwest College Master Plan Amendment, a campus wide parking ratio of 1.78 stalls per 1,000 gross square feet was approved.
- (5) The parking ratio for the proposed use of the former Seahawks Facility by the applicant will be 3.08 stalls per 1,000 gross square feet.

b. Conclusions:

- (1) The parking stalls on the subject property will not increase the total number of stalls campus wide.
- (2) The proposed use will comply with the approved campus wide parking ratio.

2. REQUIRED LANDSCAPE BUFFERS

a. Facts:

- (1) The PLA 1 Use Zone Chart requires that a “Professional Football Facility” install perimeter buffering per the approved Master Plan.
- (2) The Northwest College Master Plan requires that a 30 foot wide landscape buffer be provided around the campus perimeter. The buffer shall be planted pursuant to KZC Section 95.25.2 (see Attachment 7).
- (3) The applicant submitted an existing landscape plan that shows the location of existing trees on subject property (see Attachment 8).
- (4) KZC Section 95.50.2 requires that all onsite landscaping be maintained throughout the life of the development.

b. Conclusions:

- (1) The existing landscape buffer complies with requirements of the Northwest College Master Plan as outlined in KZC Section 60.12.010.
- (2) To ensure continual maintenance of this buffer, prior to occupancy of the building the applicant should submit an agreement to maintain and replace all landscaping that is required by the City (see Attachment 9).

3. USE OF THE "BUBBLE"

a. Facts:

- (1) As part of the 1985 Master Plan for the Seahawks Facility, the use of a pneumatic cover, "the bubble", for practices only was permitted each season from October 15th through January 31st. The Seahawks requested occasional exceptions to this time frame, which the Planning Director reviewed after getting letters of support from neighboring property owners. A copy the Planning Director approval was sent to the Houghton Community Council for their information. Additionally, Northwest College was permitted to use "the bubble" for athletic practices.
- (2) The applicant states in their application that "whether the university will keep and maintain the "the bubble" has yet to be determined". However, the applicant would like the ability to continue use of the bubble during the same period of dates as the Seahawks and the ability to request exceptions in the same way. The bubble use would be exclusively for Northwest University athletic practices and intramural activities.

- b. Conclusion: The use of the pneumatic cover, "the bubble", by Northwest University for athletic practices and intramural activities should be allowed from October 15 through January 31st. Any request for use of the bubble outside of this time period should be administratively reviewed by the Planning Director and include letters of support from neighboring property owners. A copy of the approval should be sent to the Houghton Community Council.

4. TRAFFIC IMPACTSa. Facts:

- (1) Public Works Department Staff determined that the proposed use will have less PM peak hours traffic than the former Seahawks use (see Attachment 6, Enclosure 5).
- (2) As part of the Northwest College (University) Master Plan Approval, the following SEPA Mitigation Measure was incorporated:
A traffic signal along 108th Avenue NE (at one of three predetermined locations) shall be installed when both of the following occur:
 - Any one of the traffic signal warrants 1, 2, 9, or 11 at the intersection of 108th Avenue NE and NE 53rd Street is met.
 - The College generates 315 new trips per day through the intersection of NE 53rd Street and 108th Avenue NE. These numbers shall be total cumulative additional trips above the 1995 level of 1,946 trips on NE 53rd Street.
- (3) Public Works Department Staff reviewed the Signal Warrant Analysis prepared by William Popp Associates and concluded that the project does not meet the traffic signal installation requirements (see Attachment 6, Enclosure 7).

- b. Conclusion: The proposed use complies with applicable traffic impact requirements.

H. COMPREHENSIVE PLAN

1. Fact: The subject property is located within the Central Houghton neighborhood. The Central Houghton Neighborhood Land Use Map designates the subject property as an institutional use (see Attachment 10).
2. Conclusion: The proposal is consistent with the institutional use designation within the Comprehensive Plan

I. DEVELOPMENT STANDARDS

1. Fact: Additional comments and requirements placed on the project are found on the Development Standards, Attachment 4.
2. Conclusion: The applicant should follow the requirements set forth in Attachment 4.

III. SUBSEQUENT MODIFICATIONS

Modifications to the approval may be requested and reviewed pursuant to the applicable modification procedures and criteria in effect at the time of the requested modification.

IV. CHALLENGES AND JUDICIAL REVIEW

The following is a summary of the deadlines and procedures for challenges. Any person wishing to file or respond to a challenge or should contact the Planning Department for further procedural information.

A. CHALLENGE

Section 152.85 of the Zoning Code allows the Hearing Examiner's recommendation to be challenged by the applicant or any person who submitted written or oral comments or testimony to the Hearing Examiner. A party who signed a petition may not challenge unless such party also submitted independent written comments or information. The challenge must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., _____, seven (7) calendar days following distribution of the Hearing Examiner's written recommendation on the application. Within this same time period, the person making the challenge must also mail or personally deliver to the applicant and all other people who submitted comments or testimony to the Hearing Examiner, a copy of the challenge together with notice of the deadline and procedures for responding to the challenge.

Any response to the challenge must be delivered to the Planning Department within seven (7) calendar days after the challenge letter was filed with the Planning Department. Within the same time period, the person making the response must deliver a copy of the response to the applicant and all other people who submitted comments or testimony to the Hearing Examiner.

Proof of such mail or personal delivery must be made by affidavit, available from the Planning Department. The affidavit must be attached to the challenge and response letters, and delivered to the Planning Department. The challenge will be considered by the City Council at the time it acts upon the recommendation of the Hearing Examiner.

B. JUDICIAL REVIEW

Section 152.110 of the Zoning Code allows the action of the City in granting or denying this zoning permit to be reviewed in King County Superior Court. The petition for review must be filed within twenty-one (21) calendar days of the issuance of the final land use decision by the City.

V. LAPSE OF APPROVAL

Under Section 152.115 of the Zoning Code, the applicant must begin use of land approved under Chapter 152, within four (4) years after the final approval on the matter, or the decision becomes void; provided, however, that in the event judicial review is initiated per Section 152.110, the running of the four years is tolled for any period of time during which a court order in said judicial review proceeding prohibits the required development activity, use of land, or other actions.

VI. APPENDICES

Attachments 1 through 10 are attached.

1. Vicinity Map
2. Application and Zoning Report prepared by Gelotte Hommas
3. Development Plans
4. Development Standards
5. Resolution 4203 and PLA1 Use Zone Chart
6. SEPA Determination, Memo, and Enclosures
7. KZC Section 95.25.2
8. Existing Landscaping Plans
9. Landscape Maintenance Agreement
10. Central Houghton Neighborhood Land Use Map

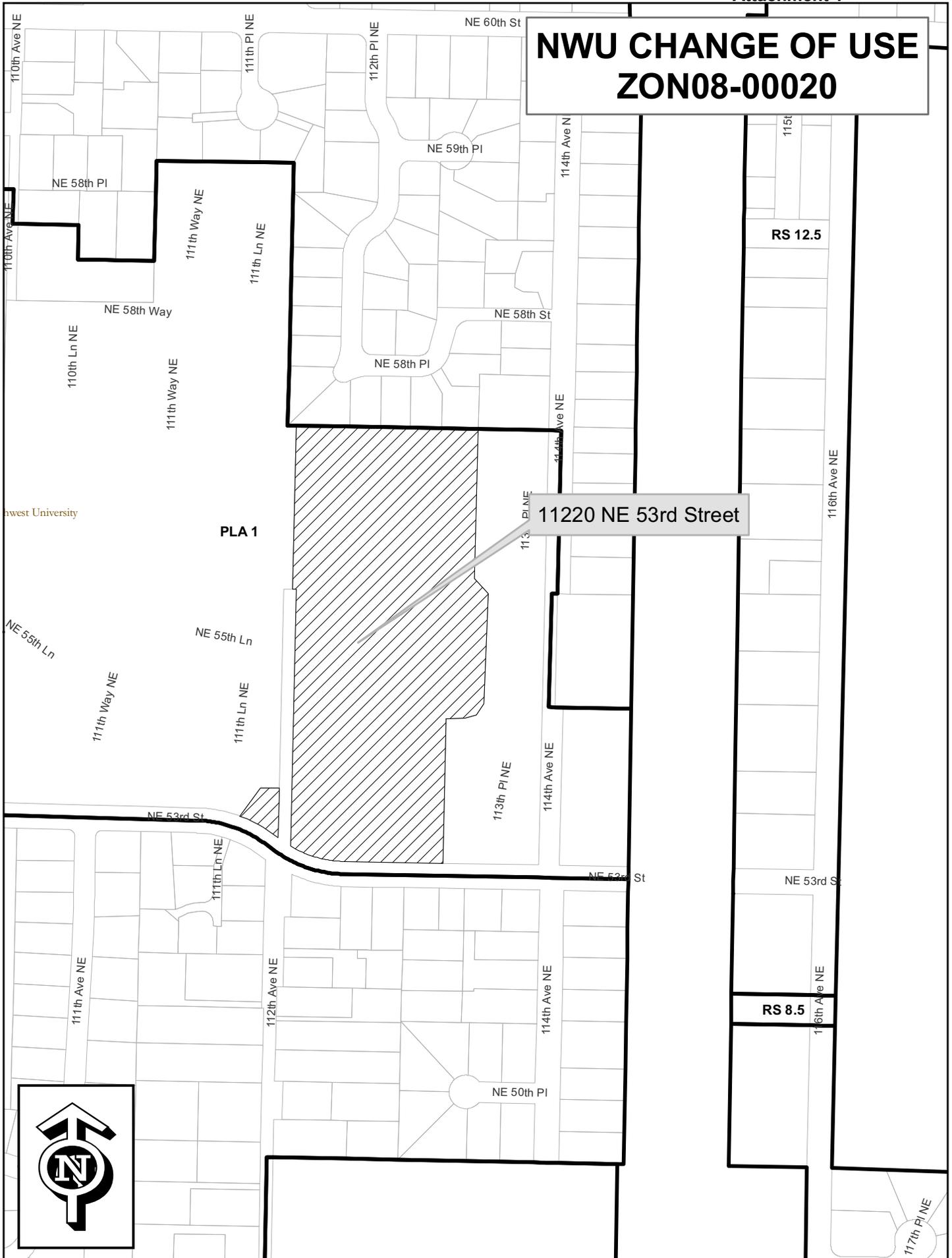
VII. PARTIES OF RECORD

Applicant: Steve Sankey, Director of Campus Planning & Construction, Northwest University, 5520 108th Avenue NE, Kirkland, WA 98033

Agent: Eric Drivdahl, Gelotte Hommas, 3025 112th Avenue NE, Suite 110, Bellevue, WA 98004
Department of Planning and Community Development
Department of Public Works
Department of Building and Fire Services

A written recommendation will be issued by the Hearing Examiner within eight calendar days of the date of the open record hearing.

NWU CHANGE OF USE ZON08-00020



11220 NE 53rd Street



Northwest UNIVERSITY

Application and Zoning Report for Process IIB Zoning Permit

Proposed Amendment to Kirkland Zoning Code
Section 60.12.010 Special Regulation 3.d.4

Change in Use of the Seahawks Professional Football
Team Office and Practice Facility

For
Northwest University
Kirkland, Washington

November 6, 2008

Prepared by



Gelotte Hommas

THE ART OF ARCHITECTURE

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Introduction

According to Kirkland Zoning Code Section 60.12.010 Special Regulation 3.d.4, a change of use to any or all of the Seahawks facility located on the Campus of Northwest University to a use other than a professional football team office and practice facility requires a IIB process. The Seahawks have terminated their lease of the subject facility and have vacated the facility. Northwest University would like to occupy the facility with existing campus personnel, student programs and campus functions. This application is in support of the required IIB process for a zoning permit.

History and Schedule

In the mid-1980's the Seahawks Organization relocated their Facility from Carillon Point onto property owned by Northwest University, constructing the existing training facility including the team office and practice fields. In 1985, the Seahawks signed a twenty year lease on the property that included two 5-year extensions. Currently, the Seahawks have terminated the first of the two 5-year extensions on the lease. The Seahawks have turned over use and maintenance of the facility to the University according to the following schedule:

Practice Fields and All Parking-----September 1, 2008
Upper Floor of the Team Offices ----- October 15, 2008
Remainder of the Facility (Lower Floor of Team Offices) -----November 1, 2008

Existing Seahawks Facility Description

The Seahawks Facility is located within PLA-1 also known as the Northwest University Master Plan Area. The Seahawks Facility occupies the discrete parcel 1725059139 (See Fig. 1) within the PLA-1 zone. The address of the Seahawks facility is:

11220 NE 53RD ST
KIRKLAND WA 98033

Physical Description

The subject property encompasses 446,770 sq. ft. (10.26 acres) of land. Please see Figure 1 for the legal description along with drawings A1.1 and A1.1a.

The existing improvements on the parcel include:

- 45,076 SF Seahawks Headquarters that include administrative offices, meeting rooms and training facilities.
- 2,300 SF Garage
- Two grass practice fields
- One additional Astroturf practice field with pneumatic seasonal cover ("The Bubble")
- 139 Parking stalls

- 97 stalls (inclusive of 3 accessible stalls) in the lower lot accessed from the Butterfield Chapel parking area immediately to the South of the subject property.
- 42 stalls (inclusive of 2 accessible stalls) in the upper lot accessed directly off of NE 53rd street.
- Pedestrian walkways & other miscellaneous existing improvements

Seahawks Occupant Load and Building Utilization

As used by the Seahawks, the two story building included offices, administrative support, meeting rooms, exercise rooms, locker rooms, catering facilities and storage. A detailed breakdown of the Seahawks organization use of the building and resulting occupant load is shown below, as well as indicated on the drawings A2.1 and A2.2.

See also Figure 2 – Existing Occupancy Calculations

The Seahawks used the facility year round, though with the professional football season schedule, the maximum use of the building occurred during the months of May through February.

Practice Field Utilization

The practice fields were used by the Seahawks organization during the professional football season. Additionally, there was some shared use of the fields by the University for intramural sports activities, which occurred year round.

Parking Supply and Demand

The existing parking spaces on the subject property were for the exclusive use of the Seahawks organization and their visitors. From a supply side, the parking layout provided 3.08 stalls per 1000 GSF for the Seahawks organization. KZC 60.12.020.8 required that on-site parking to be adequate to meet peak season use. KZC 60.12.020.7 allowed for overflow parking in the adjacent Campus parking areas during summer training camp. The University has no data regarding parking demand by the Seahawks organization, other than the principle promulgated by KZC 60.12.020.7 that peak parking demand may be met by existing campus parking located elsewhere on the campus.

Proposed Use of Facility by Northwest University

Northwest University proposes to utilize the existing Seahawks facility 'as is' with some minor interior tenant improvements as outlined on the attached drawings A2.1a and A2.2a. The tenant improvements are proposed to be submitted concurrently with the IIB process and are proposed to be permitted under the existing approved zoning to allow for build out occurring during the IIB review process.

The uses proposed to be housed in the Seahawks facility include all of the current programs and functions currently housed in the 6710 building (Enrollment, Graduate Programs, LEAP, Administrative and Faculty Offices, etc.) along with miscellaneous relocation of faculty, staff and programs from other on-campus facilities with complimentary use patterns of the 6710 building.

Proposed Occupant Load and Building Utilization

The lower floor is proposed to be utilized for meeting rooms, offices, administrative support and storage. The lower floor is also proposed to be retrofitted by converting the existing restroom facilities to separate men's and women's facilities to meet the minimum fixture requirements based on the new proposed occupant loads. Comparison between A2.1 and A2.1a show the proposed changes from the existing use to the proposed use.

Northwest University proposes to locate faculty and administrative offices in the existing upper floor configuration and utilize the existing meeting rooms for campus related meetings. The use patterns on the upper floor will be nearly identical to the use patterns of the Seahawks organization. Comparison between A2.2 and A2.2a show no proposed changes to the use and layout of the upper floor.

See also Figure 3 – Proposed Occupancy Calculations

The proposed utilization of the facility will be year round, but similar to the existing seasonal ebb and flow of Seahawks occupants, the building will be most heavily utilized during the academic calendar year from late August to early May. During the summer term, the number of occupants utilizing the facility will be significantly less than during the fall and spring semesters. Faculty will be on summer break and much of the program space needs are inactive. On campus student population shrinks considerably during the summer term as well.

Practice Field Utilization

The practice fields are proposed to be used for the exclusive use of Northwest University athletic practices and intramural activities. Whether the university will keep and maintain the pneumatic cover ("the bubble") has yet to be determined.

Zoning & Master Plan Compliance

Total Gross Floor Area

No additional gross floor area is proposed. The Seahawks facility is already included in the approved Master Plan.

Footprint Area

No additional foot print area is proposed. The Seahawks facility is already included in the approved Master Plan.

Building Height

No modification to the existing approved buildings are proposed. The Seahawks facility is already included in the approved master plan, complies with both the Master Plan height restriction codified in KCZ 60.12.010.2.v and current zoning requirements of KCZ 60.12.020.

Perimeter Landscape Buffers

We propose that the existing conditions and landscape features at the North and South property lines provide equal or better screening than required by KZC 60.12.010.d. Please see the attached drawings L1, L2 and L3 from Jay McGruder Landscape Architect dated November 1, 2008 that qualifies compliance. No changes to the existing conditions are proposed and the University proposes to maintain the existing conditions to meet the screening and landscape buffer requirements.

Parking

No changes are proposed to the existing parking spaces on the subject property. The existing parking stalls would be open for use by the building occupants as well as the larger campus community.

On the supply side, the existing parking layout for the Seahawks facility provides approximately 3.08 stalls per 1000 GSF (based on 45,076 GSF and 139 stalls). This ratio is well in excess of the approved master plan campus wide supply of 1.78 stalls per 1000 GSF (see 2002 updated Master Plan approval – William Popp Associates Master Plan Parking Summary, Addendum 2, September 25, 2002).

Additionally, with the understanding of similar supply and demand patterns of the 6710 building and the proposed use of the Seahawks facility by the University, a comparison is instructive. The 6710 building provides 3.34 stalls per 1000 GSF (based on 33,192 GSF for the building and 111 total parking stalls on site). The 3.08 stalls per 1000 GSF provided by the existing parking facilities at the Seahawks facility closely correlates to the parking supply ratio at the 6710 building.

Lastly, on the demand side, Northwest University notes that the usage demand of the parking stalls at the 6710 building have never exceeded supply. In fact, the peak demand load occurs during evening meetings and classes on weekdays. This peak demand typically results in a demand load of approximately 80% of the supply for the building.

Traffic

A traffic comparison study was conducted in October, 2008 by William Popp Associates that showed a net PM peak hour trip decrease of 14 from the previous Seahawks use. Please see the attached Trip Generation Analysis for Concurrency Memo from William Popp Associates, dated October 24, 2008.

Student Population

No modification to the approved upper limit number of 1,200 FTE student population is proposed. Existing campus uses and programs from the 6710 building are proposed to be housed in the Seahawks facility.

KZC 60.12.020 – Lot Size/Required Yards/Lot Coverage

The existing lot area exceeds the minimum 10 acre lot size requirement. We anticipate the lot size requirement to be subsumed by the Master Plan requirements.

The existing headquarters building conforms to the required 50' setbacks from the exterior property lines (North and South property lines). However, the location of the 2,300 SF garage and storage building shows non-conformance with the 50' setback. See attached site plan. We assume this to be a legal non-conformance and this proposal does not include any mitigation to address any non-conformance, largely because all of the existing structures will conform to the Master Plan setbacks of a minimum of 30' from the PLA-1 boundary (KZC 60.12.2.L) and we anticipate a legal conforming use with regard to the Master Plan.

The existing development conforms to the maximum lot coverage requirement of 80%. The existing development lot coverage is 41%, which is significantly less than the allowable lot coverage. See A1.1A for lot coverage calculations. Again, we anticipate the lot coverage requirement of KZC 60.12.020 to be subsumed by the Master Plan requirements, which the existing building is an approved part of.

Conclusion

Northwest University is excited and anxious to utilize the Seahawks facility to house existing campus functions and personnel. This report is aimed at addressing the issues for the required IIB process. We look forward to working with Kirkland City Council, Houghton Community Council and City Staff through the process.

Legal Description for Parcel 1725059139

That portion of the Northeast Quarter of section 17, township 25 north, range 5 East, W.M, in King County, Washington, more particularly described as follows.

Commencing at the Northwest corner of Lot G 19 Block 2, Harry White and company's 5th addition to Kirkland, according to the plat thereof recorded in volume 7 of plats, page 5, in King County, Washington.

Thence South 89°15'26" East 250.01 feet;
Thence North 01°15'09" East 25.30 feet;
Thence South 89°13'38" East 350.05 feet;
Thence South 01°19'15" West 187.58 feet;
Thence South 89°04'35" East 220.26 feet;
Thence North 01°18'54" East 100.00 feet;
Thence South 89°04'35" East 131.01 feet;
Thence North 01°18'42" East 238.72 feet;
Thence South 89°03'52" East 327.04 feet;
Thence South 01°18'11" West 338.65 feet;
Thence North 89°04'35" West 30.00 feet;
Thence South 01°18'11" West 287.54 feet;
Thence South 89°02'39" East 50.03 feet to the true point of beginning;
Thence continuing South 89°02'39" 440.00 feet;
Thence South 01°25'30" West 357.22 feet;
Thence South 42°28'45" East 48.48 feet;
Thence South 02°31'15" West 262.90 feet;
Thence South 32°17'08" West 33.09 feet;
Thence South 75°17'38" West 28.44 feet;
Thence South 88°32'33" West 44.36 feet;
Thence South 01°25'30" West 343.50 feet to the Northerly margin of Northeast 53rd Street;
Thence North 88°55'59" West along said margin 242.17 feet to a point of curvature;
Thence along a curve to the right the center of which bears north 01°04'01" East 256.48 feet;
Having a delta of 34°45'05", an arc length of 155.56 feet;
Thence North 54°11'44" West 31.79 feet to a point of curvature;
Thence along a curve to the left the center which bears South 35°48'33" West 316.48 feet;
Having a delta of 16°57'14", an arc length of 93'65 feet;
Thence North 35°44'16" East 83.06 feet;
Thence South 88°34'30" East 72.00 feet;
Thence North 01°25'30" East 862.79 feet; to the true point of beginning.

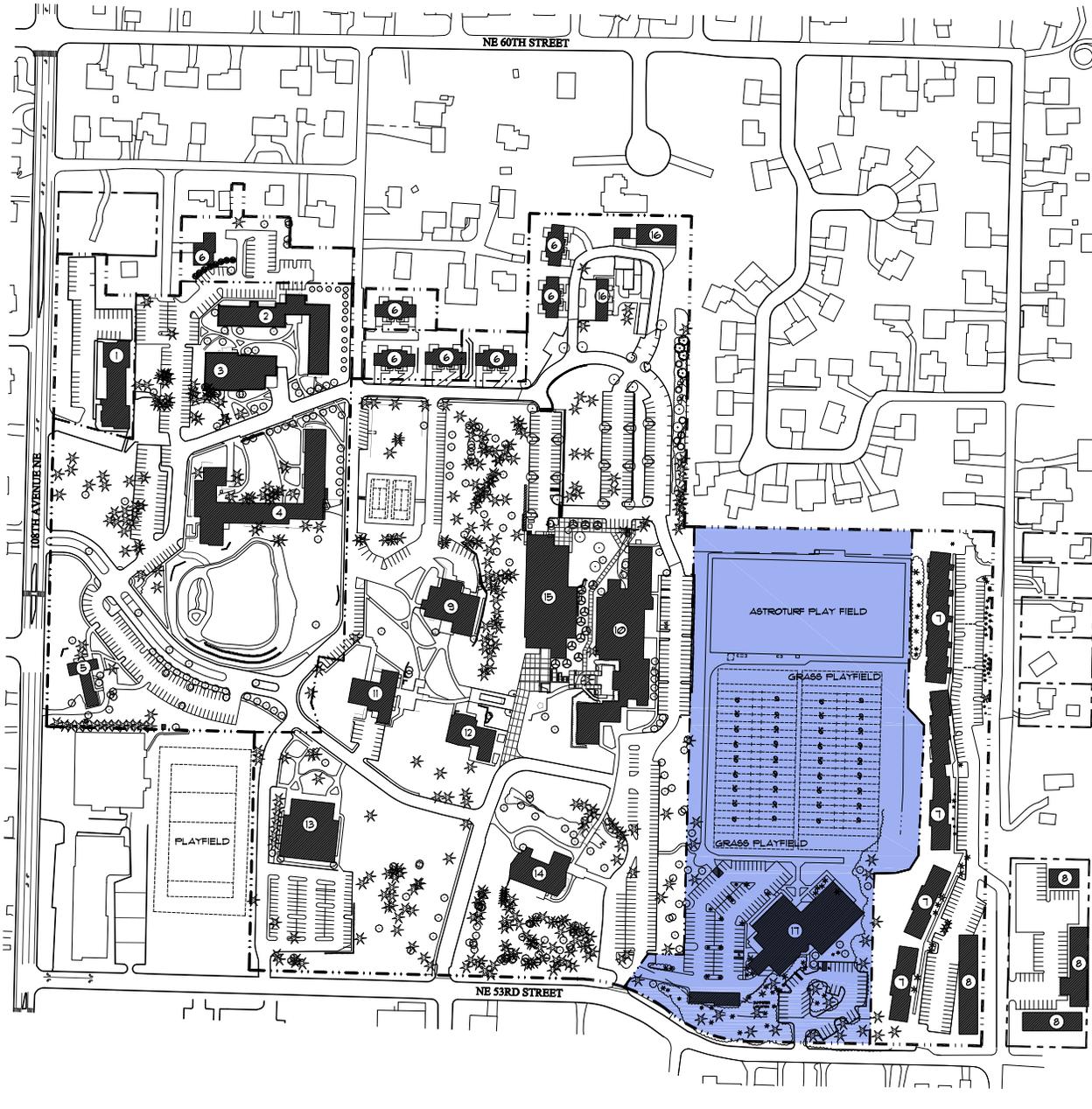
Figure 1 – Legal Description

			
Seahawks Facility - Existing Conditions			
FIRST FLOOR SQUARE FOOTAGE AREAS			
TYPE OF AREA	SQUARE FOOTAGE	FACTOR	OCCUPANCY LOAD
ACCESSORY STORAGE/MECH AREAS	4,363	1/300	15
BUSINESS AREAS	2,145	1/100	22
EXERCISE ROOMS	4,782	1/50	96
INPATIENT TREATMENT	2,252	1/240	10
KITCHENS	240	1/200	2
LOCKER ROOMS	3,206	1/50	65
ASSEMBLY AREAS (UNCONCENTRATED)	3,351	1/15	224
TOTAL FIRST FLOOR			434
SECOND FLOOR SQUARE FOOTAGE AREAS			
TYPE OF AREA	SQUARE FOOTAGE	FACTOR	OCCUPANCY LOAD
ACCESSORY STORAGE/MECH AREAS	2,173	1/300	8
BUSINESS AREAS	10,939	1/100	110
KITCHENS	305	1/200	2
ASSEMBLY AREAS (UNCONCENTRATED)	2,453	1/15	164
TOTAL SECOND FLOOR			284
TOTAL FIRST & SECOND FLOORS			718

Figure 2 – Existing Occupancy Calculations

			
Seahawks Facility - Proposed			
FIRST FLOOR SQUARE FOOTAGE AREAS			
TYPE OF AREA	SQUARE FOOTAGE	FACTOR	OCCUPANCY LOAD
ACCESSORY STORAGE/MECH AREAS	10,670	1/300	36
BUSINESS AREAS	5,051	1/100	51
CLASSROOMS	2,873	1/20	144
KITCHENS	240	1/200	2
TOTAL FIRST FLOOR			233
SECOND FLOOR SQUARE FOOTAGE AREAS			
TYPE OF AREA	SQUARE FOOTAGE	FACTOR	OCCUPANCY LOAD
ACCESSORY STORAGE/MECH AREAS	2,173	1/300	8
BUSINESS AREAS	10,939	1/100	110
KITCHENS	305	1/200	2
CLASSROOM	786	1/20	40
ASSEMBLY AREAS (UNCONCENTRATED)	1,667	1/15	112
TOTAL SECOND FLOOR			272
TOTAL FIRST & SECOND FLOORS			505

Figure 3 – Proposed Occupancy Calculations



LEGEND

- ① DAVIS ADMINISTRATION BLDG.
- ② GRAY/BEATTY RESIDENCE HALL
- ③ CAFETERIA/STUDENT LOUNGE
- ④ GROUNDWORK/RESIDENCE HALL
- ⑤ ENROLLMENT CENTER
- ⑥ DUPLEXES
- ⑦ CAMPUS HOUSING
- ⑧ CAMPUS HOUSING
- ⑨ D.V. HURST LIBRARY
- ⑩ NESS/GILLIAMS/DOCKEY/FREE HALL
- ⑪ PECOTA STUDENT UNION BUILDING
- ⑫ MILLARD HALL
- ⑬ GYMNASIUM/PAVILION
- ⑭ BUTTERFIELD CHAPEL
- ⑮ HEALTH SCIENCES CENTER
- ⑯ MAINTENANCE BUILDINGS
- ⑰ SEAHAWK FACILITY
- ⑱ EMERGENCY WATER TANK

- NI COLLEGE PROPERTY OUTSIDE FLA-1 ZONE
- - - - - CAMPUS FLA-1 ZONE BOUNDARY
- SEAHAWKS PROFESSIONAL FOOTBALL TRAINING FACILITY AND TEAT OFFICE

VICINITY MAP



INDEX OF DRAWINGS

- A11 NORTHWEST UNIVERSITY CAMPUS
- A14A SEAHAWKS FACILITY
- L1 LANDSCAPE BUFFER - SOUTH PROPERTY LINE
- L3 LANDSCAPE BUFFER - NORTH PROPERTY LINE
- L5 LANDSCAPE BUFFER - WEST PROPERTY LINE
- A01 EXISTING LOWER FLOOR PLAN
- A21A PROPOSED LOWER FLOOR PLAN
- A21B LOWER FLOOR CODE COMPLIANCE PLAN
- A22 EXISTING UPPER FLOOR
- A22A PROPOSED UPPER FLOOR
- A22B UPPER FLOOR CODE COMPLIANCE PLAN

STATE ROUTE 405

NORTHWEST UNIVERSITY CAMPUS

SCALE: 1" = 100'-0"



Gelotte Hommas
THE ART OF ARCHITECTURE

NWU Seahawks Facility
Kirkland, WA

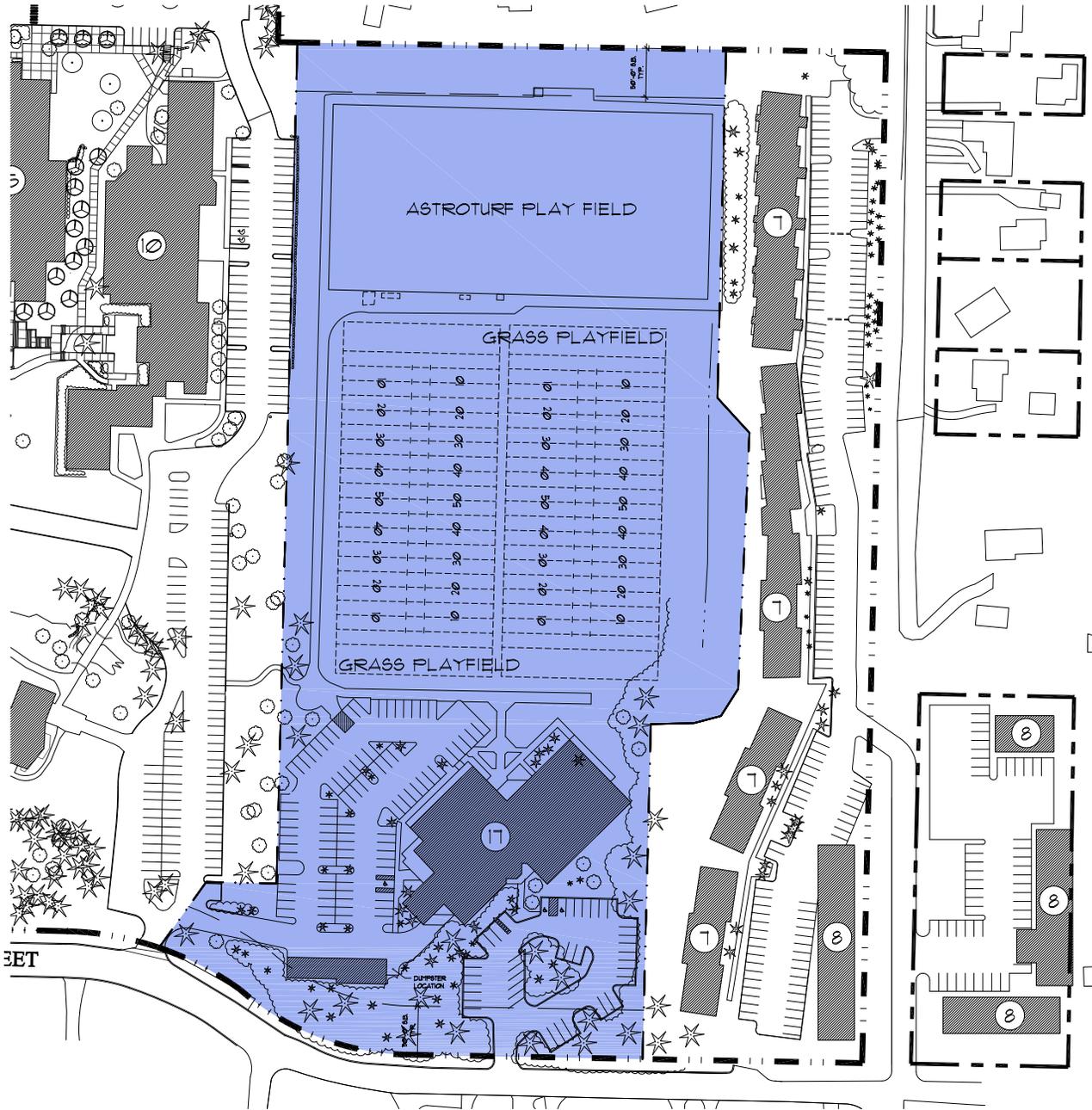
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NO.	DATE	REVISION

DATE: IIB Sub. 11/6/2008
JOB NUMBER: 0816
PR: ELD
FILE: A1.1.dwg

NORTHWEST UNIVERSITY CAMPUS

A1.1



PROJECT ADDRESS

1120 NE 53rd STREET
KIRKLAND, WA 98033

ZONING CLASSIFICATION

CITY OF KIRKLAND, PL-1

LOT COVERAGE

BUILDINGS	14,438 SF
ASTROTURF FIELD	74,608 SF
ACCESS ROADS & PARKING	54,176 SF
WALKS	30,766 SF
TOTAL	163,988 SF
LOT AREA	446,710 SF
LOT COVERAGE	41%

SQ. FT. CALCULATION

FIRST FLOOR	24,971 SF
SECOND FLOOR	23,885 SF
TOTAL	48,856 SF
GARAGE STORAGE BUILDING	1,300 SF

LEGAL DESCRIPTION

This portion of the Northeast Quarter of section 01, Township 25 north, range 5 East, 42nd in King County, Washington, more particularly described as follows:

Containing as the Northeast corner of Lot G 19 Block 2, Hany White and company's 3rd addition to Kirkland, according to the plat thereof recorded in volume 7 of plats, page 9, in King County, Washington.

Traverse South 89°50'45" East, 250.00 feet
 Traverse North 89°09'25" East, 25.50 feet
 Traverse South 89°13'38" East, 350.00 feet
 Traverse South 89°18'15" East, 313.50 feet
 Traverse South 89°04'59" East, 220.26 feet
 Traverse North 89°14'47" East, 300.00 feet
 Traverse South 89°04'59" East, 31.00 feet
 Traverse North 89°14'47" East, 255.75 feet
 Traverse South 89°03'52" East, 371.64 feet
 Traverse South 89°10'11" East, 336.65 feet
 Traverse North 89°04'59" East, 303.00 feet
 Traverse South 89°18'15" East, 500.00 feet to the true point of beginning;
 Traverse continuing South 89°02'25" East, 440.00 feet
 Traverse South 89°10'11" East, 192.20 feet
 Traverse South 42°19'49" East, 48.48 feet
 Traverse South 89°18'15" East, 262.50 feet
 Traverse South 32°11'00" East, 33.09 feet
 Traverse South 78°17'38" East, 28.44 feet
 Traverse South 88°12'12" East, 44.36 feet
 Traverse South 87°10'50" East, 343.50 feet to the Northern margin of Northeast 53rd Street
 Traverse North 88°10'50" East, along said margin, 252.71 feet to a point of curvature
 Traverse along a curve to the right the center of which bears north 89°14'07" East, 256.48 feet
 Having a delta of 34°40'00" an arc length of 183.56 feet
 Traverse North 34°14'44" East, 31.75 feet to a point of curvature
 Traverse along a curve to the left the center which bears South 39°48'33" East, 36.48 feet
 Having a delta of 16°51'47" an arc length of 83.65 feet
 Traverse North 39°44'30" East, 83.06 feet
 Traverse South 88°14'50" East, 11.00 feet
 Traverse North 87°10'50" East, 862.75 feet to the true point of beginning.

CONSULTANTS

ARCHITECT

Gelotte Hommas Architecture
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 Bellevue, WA 98004
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LANDSCAPE

Jay Magruder Landscape Architect
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 SEATTLE, WA 98119
 Phone: (206) 284-9652
 E-Mail: Jaymagruder@aol.com

OWNER

Northwest University
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 Kirkland, WA, 98033
 Phone: (425) 828-5151
 Fax:
 E-Mail: stevesankey@northwestu.edu

SEAHAWKS FACILITY

SCALE: 1" = 50'-0"



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 PN: ELD
 FILE: A1.1.dwg

SEAHAWKS FACILITY

A1.1A



SPACE TYPE	SQUARE FOOTAGE	OCCUPANT FACTOR	OCCUPANTS
ACCESSORY	4,363 SF	1/300 GROSS	15
BUSINESS	2,145 SF	1/100 GROSS	22
EXERCISE ROOMS	4,782 SF	1/50 GROSS	96
INPATIENT TREATMENT	2,252 SF	1/240 GROSS	10
KITCHENS	240 SF	1/200 GROSS	2
LOCKER ROOMS	3,206 SF	1/50 GROSS	65
UNCONCENTRATED	3,351 SF	1/15 NET	224
TOTAL OCCUPANT LOAD			434

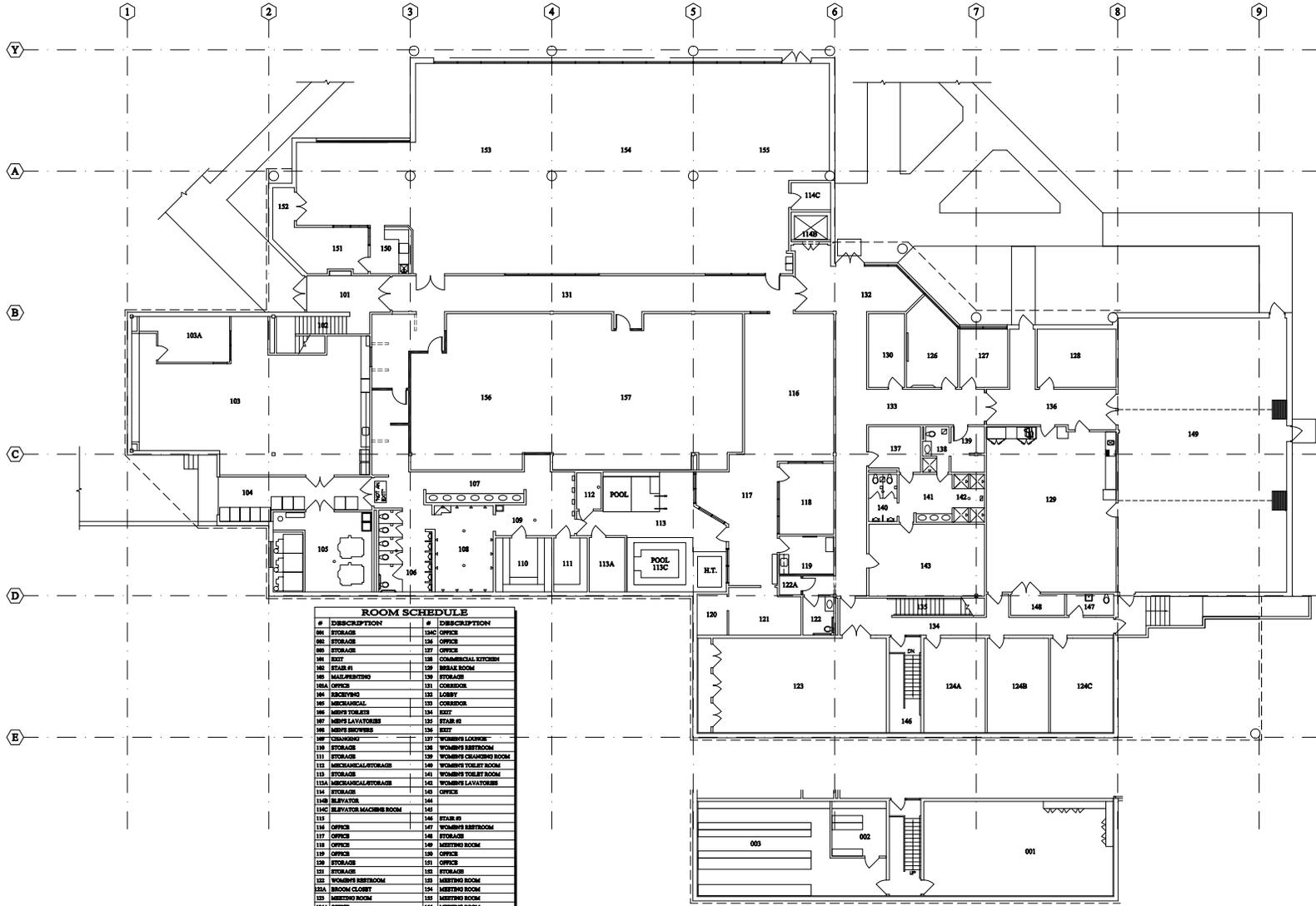
EXISTING FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISION

DATE: 11/6/2008
JOB NUMBER: 0816
FM: ELD
FILE: A2.1.dwg

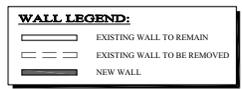
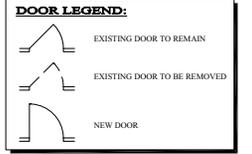
EXISTING LOWER FLOOR PLAN

A2.1

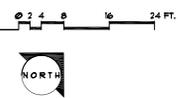


ROOM SCHEDULE

#	DESCRIPTION	#	DESCRIPTION
000	STORAGE	116	OFFICE
001	STORAGE	117	OFFICE
002	STORAGE	118	COMMERCIAL KITCHEN
003	STAIR #1	119	MEAL ROOM
004	STAIR #2	120	STORAGE
005	OFFICE	121	CORRIDOR
006	RECEIVING	122	LOBBY
007	MEDIA/PRINTING	123	CORRIDOR
008	OFFICE	124	STAIR #3
009	MEETS/TOLER	125	STAIR #4
010	MEETS/LAVATORIES	126	STAIR #5
011	MEETS/RECEPTION	127	STAIR #6
012	STORAGE	128	WOMEN'S RESTROOM
013	MEDIA/PRINTING	129	WOMEN'S CHANGING ROOM
014	OFFICE	130	WOMEN'S TOILET ROOM
015	RECEIVING	131	WOMEN'S TOILET ROOM
016	MEDIA/PRINTING	132	WOMEN'S LAVATORIES
017	OFFICE	133	OFFICE
018	MEETS/TOLER	134	STAIR #7
019	MEETS/LAVATORIES	135	STAIR #8
020	MEETS/RECEPTION	136	STAIR #9
021	STORAGE	137	WOMEN'S LOUNGE
022	MEDIA/PRINTING	138	WOMEN'S RESTROOM
023	OFFICE	139	WOMEN'S CHANGING ROOM
024	MEETS/TOLER	140	WOMEN'S TOILET ROOM
025	MEETS/LAVATORIES	141	WOMEN'S TOILET ROOM
026	MEETS/RECEPTION	142	WOMEN'S LAVATORIES
027	STORAGE	143	OFFICE
028	MEDIA/PRINTING	144	OFFICE
029	OFFICE	145	STAIR #10
030	MEETS/TOLER	146	WOMEN'S RESTROOM
031	MEETS/LAVATORIES	147	WOMEN'S RESTROOM
032	MEETS/RECEPTION	148	STORAGE
033	STORAGE	149	MEETING ROOM
034	MEDIA/PRINTING	150	OFFICE
035	OFFICE	151	OFFICE
036	MEETS/TOLER	152	STORAGE
037	MEETS/LAVATORIES	153	STORAGE
038	MEETS/RECEPTION	154	MEETING ROOM
039	STORAGE	155	MEETING ROOM
040	MEDIA/PRINTING	156	MEETING ROOM
041	OFFICE	157	MEETING ROOM
042	MEETS/TOLER	158	MEETING ROOM
043	MEETS/LAVATORIES	159	MEETING ROOM
044	MEETS/RECEPTION		



PROPOSED LOWER FLOOR TI PLAN
SCALE: 1/8" = 1'-0"



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NWU Seahawks Facility
11220 NE 53rd Street, Kirkland, WA 98033

NO. DATE REVISION

DATE: 11/6/2008
JOB NUMBER: 0816
PH: ELD
FILE: FPA.dwg

PROPOSED LOWER FLOOR TI PLAN

A2.1A

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ROOM SCHEDULE

#	DESCRIPTION	#	DESCRIPTION
001	STORAGE	124C	OFFICE
002	STORAGE	125	OFFICE
003	STORAGE	127	OFFICE
004	STAIR	128	COMMERCIAL KITCHEN
005	STAIR #1	129	MEAL ROOM
006	MALTING/STORAGE	130	STORAGE
007	OFFICE	131	CORRIDOR
008	RECEIVING	132	LOBBY
009	MEDICAL	133	CORRIDOR
010	MEET. TOILETS	134	STAIR #1
011	MEET. LAVATORIES	135	STAIR #1
012	MEET. RECEPTION	136	STAIR
013	STORAGE	137	WOMEN'S LOUNGE
014	STORAGE	138	WOMEN'S RESTROOM
015	MEDICAL/STORAGE	139	WOMEN'S CHANGING ROOM
016	STORAGE	140	WOMEN'S TOILET ROOM
017	MEDICAL/STORAGE	141	WOMEN'S TOILET ROOM
018	MEDICAL/STORAGE	142	WOMEN'S LAVATORIES
019	STORAGE	143	OFFICE
020	ELEVATOR	144	OFFICE
021	ELEVATOR MACHINES ROOM	145	STAIR #1
022	STAIR #1	146	WOMEN'S RESTROOM
023	OFFICE	147	STORAGE
024	OFFICE	148	MEETING ROOM
025	OFFICE	149	OFFICE
026	STORAGE	150	OFFICE
027	STORAGE	151	OFFICE
028	STORAGE	152	STAIR
029	WOMEN'S RESTROOM	153	MEETING ROOM
030	BROOM CLOSET	154	MEETING ROOM
031	MEETING ROOM	155	MEETING ROOM
032	OFFICE	156	MEETING ROOM
033	OFFICE	157	MEETING ROOM

PROPOSED FIRST FLOOR OCCUPANCY CALCULATIONS

SPACE TYPE	SQUARE FOOTAGE	OCCUPANT FACTOR	# OF OCCUPANTS
ACCESSORY	10,610 SF	1/300 GROSS	36
BUSINESS	5,051 SF	1/100 GROSS	51
CLASSROOM	2,813 SF	1/20 GROSS	144
KITCHENS	240 SF	1/200 GROSS	21
TOTAL OCCUPANTS			253



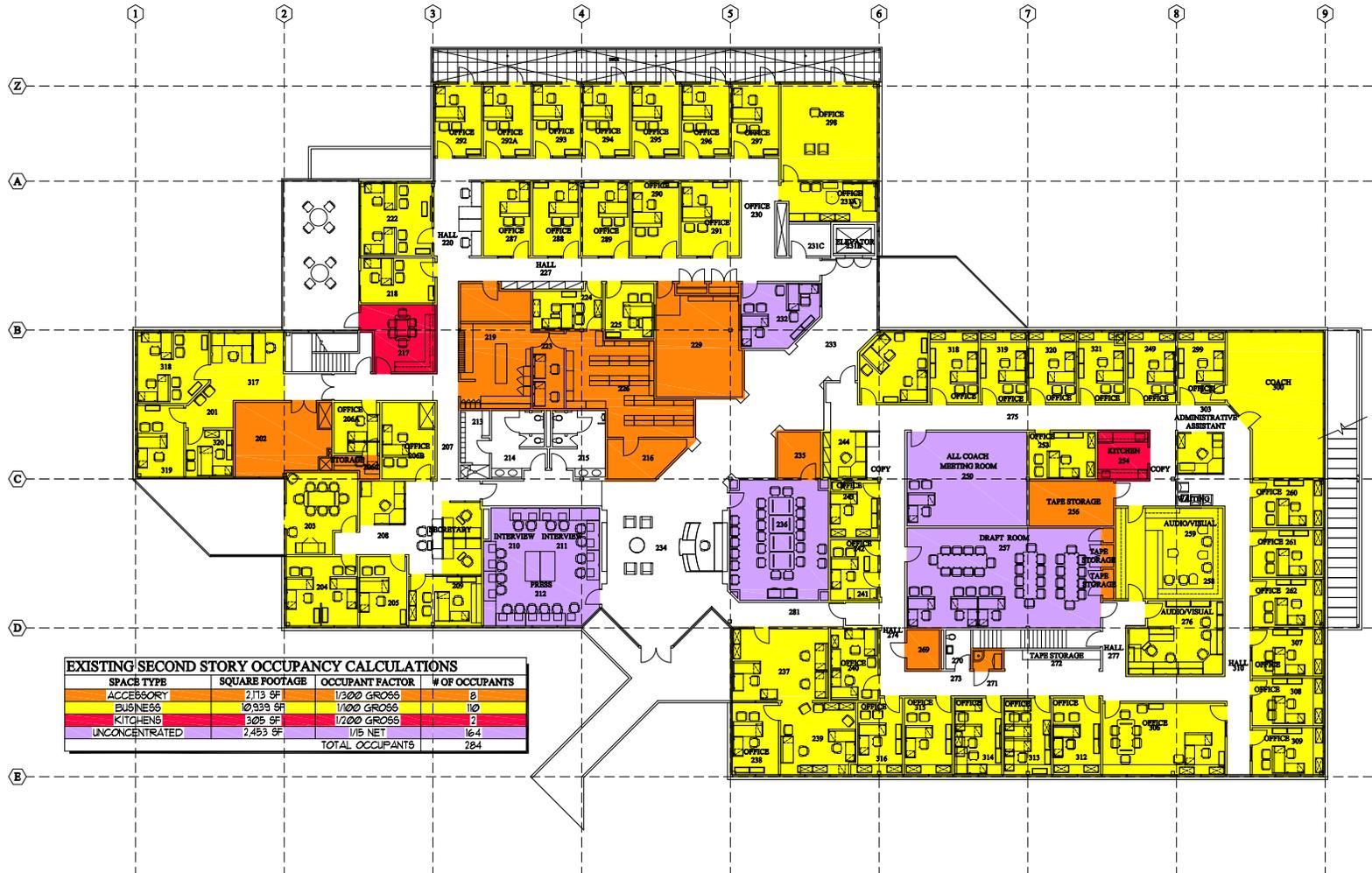
PROPOSED LOWER FLOOR CODE & OCCUPANCY PLAN
SCALE: 1/8" = 1'-0"



NO. DATE REVISION

DATE: 11/6/2008
JOB NUMBER: 0816
PH: ELD
FILE: PPA-009

PROPOSED LOWER FLOOR CODE COMPLIANCE & OCCUPANCY PLAN



EXISTING SECOND STORY OCCUPANCY CALCULATIONS			
SPACE TYPE	SQUARE FOOTAGE	OCCUPANT FACTOR	# OF OCCUPANTS
ACCESSORY	2,115 SF	1/200 GROSS	8
BUSINESS	10,939 SF	1/100 GROSS	110
KITCHENS	205 SF	1/200 GROSS	7
UNCONCENTRATED	2,453 SF	1/15 NET	164
TOTAL OCCUPANTS			284

EXISTING SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

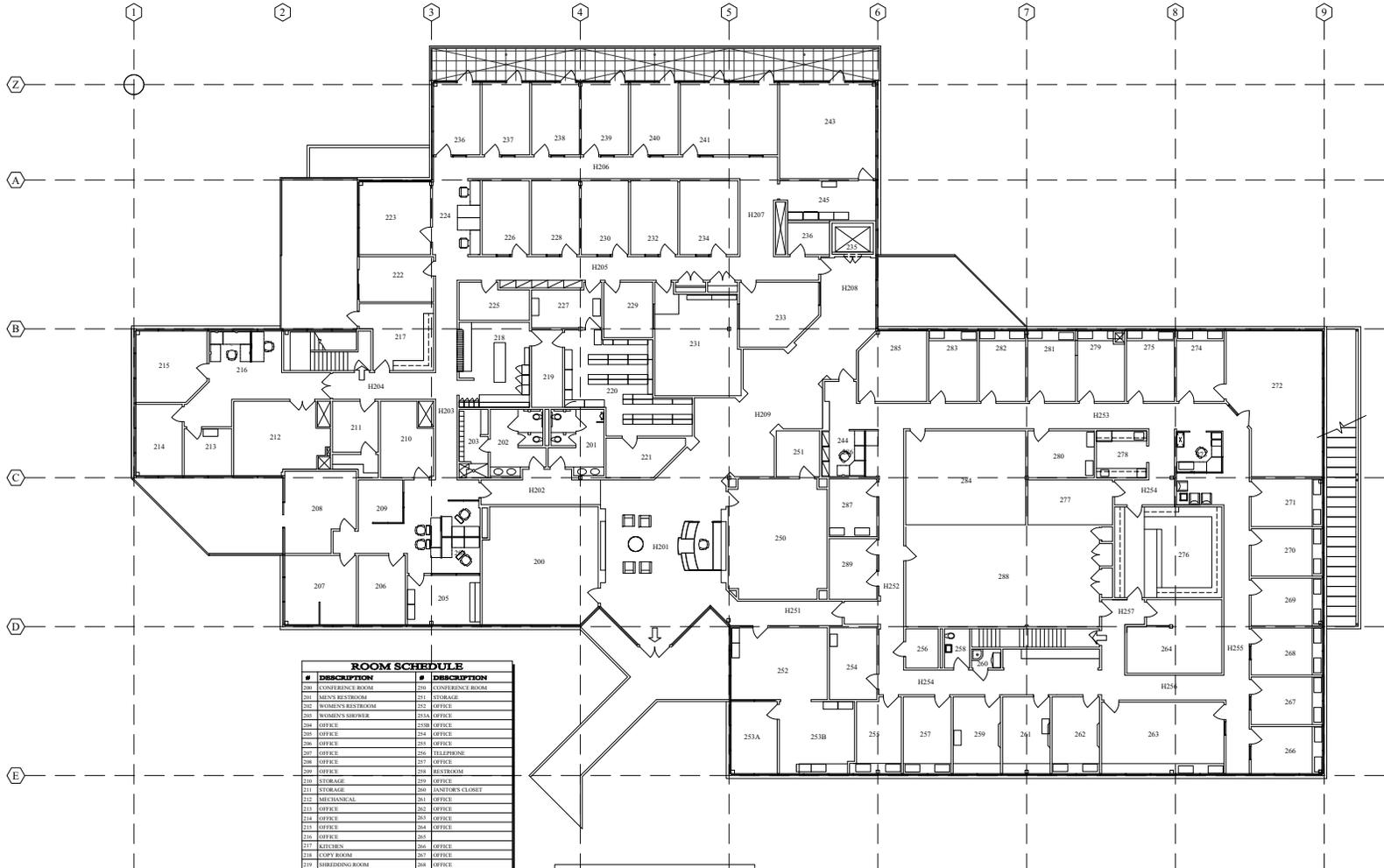


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DATE: IB Sub. 11/6/2008
JOB NUMBER: 0816
FM: ELD
FILE: A2.2.009

EXISTING UPPER FLOOR

A2.2



ROOM SCHEDULE	
#	DESCRIPTION
200	CONFERENCE ROOM
201	CONFERENCE ROOM
202	CONFERENCE ROOM
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287	CONFERENCE ROOM
288	CONFERENCE ROOM

WALL LEGEND:
 - - - - - EXISTING WALL TO REMAIN
 - - - - - EXISTING WALL TO BE REMOVED
 ——— NEW WALL

NOTE: NO SUBSTANTIVE IMPROVEMENTS ARE PROPOSED, SUCH AS WALLS AND/OR EGRESS CHANGES. ALL WORK ON UPPER FLOOR IS LIMITED TO PAINTING AND CARPETING AND THE LIKE.

DOOR LEGEND:

 - - - - - EXISTING DOOR TO REMAIN
 - - - - - EXISTING DOOR TO BE REMOVED
 ——— NEW DOOR

PROPOSED SECOND FLOOR TI PLAN
 SCALE: 1/8" = 1'-0"



Northwest UNIVERSITY
 11220 NE 53rd Street, Kirkland, WA 98033
 425.822.3081 T 425.822.4152 F
 www.gelottehommas.com

Gelotte Hommas
 THE ART OF ARCHITECTURE

NWU Seahawks Facility
 11220 NE 53rd Street, Kirkland, WA 98033

NO. DATE REVISION

 DATE: 11/6/2008
 JOB NUMBER: 0816
 PM: ELD
 FILE: PPU.dwg

PROPOSED UPPER FLOOR TI PLAN
A2.2A

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CITY OF KIRKLAND
Planning and Community Development Department
 123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

DEVELOPMENT STANDARDS LIST

File: NWU Change of Use Permit, ZON08-00020

ZONING CODE STANDARDS

95.50.2.a Required Landscaping. All required landscaping shall be maintained throughout the life of the development. The applicant shall submit an agreement to the city to be recorded with King County which will perpetually maintain required landscaping. Prior to issuance of a certificate of occupancy, the proponent shall submit an agreement to maintain and replace all landscaping that is required by the City.

95.52 Prohibited Vegetation. Plants listed as prohibited in the Kirkland Plant List shall not be planted in the City.

100.25 Sign Permits. Separate sign permit(s) are required. In JBD and CBD cabinet signs are prohibited.

105.18 Pedestrian Walkways. All uses, except single family dwelling units and duplex structures, must provide pedestrian walkways designed to minimize walking distances from the building entrance to the right of way and adjacent transit facilities, pedestrian connections to adjacent properties, between primary entrances of all uses on the subject property, through parking lots and parking garages to building entrances. Easements may be required. In design districts through block pathways or other pedestrian improvements may be required. See also Plates 34 in Chapter 180.

105.32 Bicycle Parking. All uses, except single family dwelling units and duplex structures with 6 or more vehicle parking spaces must provide covered bicycle parking within 50 feet of an entrance to the building at a ratio of one bicycle space for each twelve motor vehicle parking spaces. Check with Planner to determine the number of bike racks required and location.

105.18 Entrance Walkways. All uses, except single family dwellings and duplex structures, must provide pedestrian walkways between the principal entrances to all businesses, uses, and/or buildings on the subject property.

105.18 Overhead Weather Protection. All uses, except single family dwellings, multifamily, and industrial uses, must provide overhead weather protection along any portion of the building, which is adjacent to a pedestrian walkway.

105.18.2 Walkway Standards. Pedestrian walkways must be at least 5' wide; must be distinguishable from traffic lanes by pavement texture or elevation; must have adequate lighting for security and safety. Lights must be non-glare and mounted no more than 20' above the ground.

105.18.2 Overhead Weather Protection Standards. Overhead weather protection must be provided along any portion of the building adjacent to a pedestrian walkway or sidewalk; over the primary exterior entrance to all buildings. May be composed of awnings, marquees, canopies or building overhangs; must cover at least 5' of the width of the adjacent walkway; and must be at least 8 feet above the ground immediately below it. In design districts, translucent awnings may not be backlit; see section for the percent of property frontage or building facade.

105.65 Compact Parking Stalls. Up to 50% of the number of parking spaces may be designated for compact cars.

105.60.2 Parking Area Driveways. Driveways which are not driving aisles within a parking area shall be a minimum width of 20 feet.

105.60.3 Wheelstops. Parking areas must be constructed so that car wheels are kept at least 2' from pedestrian and landscape areas.

105.60.4 Parking Lot Walkways. All parking lots which contain more than 25 stalls must include pedestrian walkways through the parking lot to the main building entrance or a central location. Lots with more than 25,000 sq.

ft. of paved area must provide pedestrian routes for every 3 aisles to the main entrance.

105.77 Parking Area Curbing. All parking areas and driveways, for uses other than detached dwelling units must be surrounded by a 6" high vertical concrete curb.

115.25 Work Hours. It is a violation of this Code to engage in any development activity or to operate any heavy equipment before 7:00 am. or after 8:00 pm Monday through Friday, or before 9:00 am or after 6:00 pm Saturday. No development activity or use of heavy equipment may occur on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. The applicant will be required to comply with these regulations and any violation of this section will result in enforcement action, unless written permission is obtained from the Planning official.

115.75.2 Fill Material. All materials used as fill must be non-dissolving and non-decomposing. Fill material must not contain organic or inorganic material that would be detrimental to the water quality, or existing habitat, or create any other significant adverse impacts to the environment.

115.90 Calculating Lot Coverage. The total area of all structures and pavement and any other impervious surface on the subject property is limited to a maximum percentage of total lot area. See the Use Zone charts for maximum lot coverage percentages allowed. Section 115.90 lists exceptions to total lot coverage calculations See Section 115.90 for a more detailed explanation of these exceptions.

115.95 Noise Standards. The City of Kirkland adopts by reference the Maximum Environmental Noise Levels established pursuant to the Noise Control Act of 1974, RCW 70.107. See Chapter 173-60 WAC. Any noise, which injures, endangers the comfort, repose, health or safety of persons, or in any way renders persons insecure in life, or in the use of property is a violation of this Code.

115.115 Required Setback Yards. This section establishes what structures, improvements and activities may be within required setback yards as established for each use in each zone.

115.115.3.p HVAC and Similar Equipment: These may be placed no closer than five feet of a side or rear property line, and shall not be located within a required front yard; provided, that HVAC equipment may be located in a storage shed approved pursuant to subsection (3)(m) of this section or a garage approved pursuant to subsection (3)(o)(2) of this section. All HVAC equipment shall be baffled, shielded, enclosed, or placed on the property in a manner that will ensure compliance with the noise provisions of KZC 115.95.

115.115.d Driveway Setbacks. Parking areas and driveways for uses other than detached dwelling units, attached and stacked dwelling units in residential zones, or schools and day-cares with more than 12 students, may be located within required setback yards, but, except for the portion of any driveway which connects with an adjacent street, not closer than 5 feet to any property line.

115.120 Rooftop Appurtenance Screening. New or replacement appurtenances on existing buildings shall be surrounded by a solid screening enclosure equal in height to the appurtenance. New construction shall screen rooftop appurtenances by incorporating them in to the roof form.

115.135 Sight Distance at Intersection. Areas around all intersections, including the entrance of driveways onto streets, must be kept clear of sight obstruction as described in this section.

CITY OF KIRKLAND
123 FIFTH AVENUE, KIRKLAND, WASHINGTON 98033-6189 (425) 587-3225

Date: 2/9/2009

DEVELOPMENT STANDARDS

CASE NO.: ZON08-00020
PCD FILE NO.:ZON08-00020

FIRE DEPARTMENT CONDITIONS

The Fire Department has no specific conditions related to the "change of use" aspect of the application.

All fire protection systems will be required to be maintained throughout the existing buildings.

PUBLIC WORKS CONDITIONS:

1. Public Works has no street or utility conditions for the subject Zoning Permit because no improvements or changes are planned for the exterior of the building.
2. The Public Works Traffic Engineer is reviewing the Traffic Impact Analysis and will be providing a set of comments and/or conditions in a separate memorandum to the Planner.
3. If it is determined that the new change in use generates more traffic during the PM peak than the previous use, traffic impact fees will be due prior to issuance of the Building Permit for the Tenant Improvements.

RESOLUTION NO. R- 4203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, APPROVING THE ISSUANCE OF A PROCESS III PERMIT AS APPLIED FOR IN DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT FILE NO. III-IV-95-30 BY NORTHWEST COLLEGE AND SETTING FORTH CONDITIONS TO WHICH SUCH PROCESS III PERMIT SHALL BE SUBJECT.

WHEREAS, the Department of Planning and Community Development has received an application for a Process III permit filed by Northwest College; and

WHEREAS, pursuant to the State Environmental Policy Act, RCW 43.21C and the Administrative Guideline and local ordinance adopted to implement it, an environmental checklist has been submitted to the City of Kirkland, reviewed by the responsible official of the City of Kirkland, and a negative determination reached on November 26, 1997 and Addendum issued on May 22, 1998; and

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

WHEREAS, the application has been submitted to the Hearing Examiner who held a public hearing thereon at his regular meeting of December 16, 1997 and February 12, 1998; and

WHEREAS, the Hearing Examiner, after his public hearing and consideration of the recommendations of the Department of Planning and Community Development, did adopt certain Findings, Conclusions and Recommendations, and did recommend approval of the Process III permit (master plan revisions) subject to the specific conditions set forth in the recommendation; and

WHEREAS, the City Council, in regular meeting on May 19, 1998, did consider the environmental documents received from the responsible official, together with the recommendation of the Hearing Examiner; and

WHEREAS, at the May 19, 1998 meeting, the City Council adopted Resolution Nos. 4127 approving the Process III Permit (master plan revision), 4128 (Intention to adopt comprehensive plan amendment), and 4129 (Intention to a adopt rezone) and Ordinance No. 3629 (PLA 1 text amendments); and

WHEREAS, on July 16, 1998, the Houghton Community Council adopted Resolution No. 98-2, which disapproved and rendered void City Resolutions Nos. 4127, 4128, and 4129 and City Ordinance No. 3629; and

WHEREAS, in December 1998, the City Council adopted the Comprehensive Plan amendments referenced in Resolution No. 4128; and

WHEREAS, the City Council, in regular meeting on August 10, 1999, did consider the environmental documents received from the responsible official, together with the recommendation of the Hearing Examiner and the recommendation of City staff, to add conditions to the conditions set forth in the Hearing Examiner's recommendation; and

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

Section 1. The Findings, Conclusions, and Recommendations of the Hearing Examiner as signed by him and filed in the Department of Planning and Community Development File No. III-IV-95-30 are adopted by the Kirkland City Council as though fully set forth herein, except that:

1. Conclusion 5 shall be replaced by the following:

Locations for the traffic signal on 108th Avenue NE and the main entrance to the campus should be selected just prior to the installation of the traffic signal so that traffic and circulation impacts can be fully evaluated.

2. Subparagraph (1) of Recommendation 8.a. (Right-of-Way Improvements, 114th Avenue NE) is amended to read as follows:

Prior to the issuance of any construction permit for any new structure on Parcel 7, the applicant shall dedicate 20' of property for public right-of-way (on the east side of the existing right-of-way) along the full frontage of that parcel, and shall submit to the Public Works Department for recording with the King County Department of Records and Elections a concomitant agreement for the improvement of 114th Avenue NE abutting Parcel 7: 28 feet of paving, storm drainage, curb and gutter, a 4.5 foot planter strip with street trees and sidewalks on both sides of the street (see Exhibit A, Attachment 8). These street improvements shall not be constructed at this time and shall only be installed in the future upon direction from the Kirkland City Council, following a public hearing on the matter. If future Master Plan amendments are proposed by the College, improvements to 114th Avenue NE may be considered. If the College sells property along the 114th Avenue NE right-of-way, development of the property sold will require reanalysis of the need for street improvements.

3. A new Recommendation 8.e. is added to read as follows:

Traffic signal on 108th Avenue NE

Prior to the installation of the traffic signal on 108th Avenue NE, the City Council shall review the proposed location of the signal, and may direct that the signal be located either at the intersection of NE 53rd Street and 108th Avenue NE or at the intersection of the main campus entrance and 108th Avenue NE. Further, the City Council may direct that the main campus entrance remain in its present location or be relocated to align with NE 55th Street at the time the traffic signal is installed on 108th Avenue NE.

4. A new paragraph is added to Recommendation 9 to read as follows:

A parking and traffic management plan shall be submitted describing how parking and circulation will be handled to avoid impacts to the surrounding neighborhood in either situation:

- (1) When Northwest College anticipates an event where all 1,178 parking stalls are anticipated to be filled; or
- (2) When any tenant of Northwest College, including the Seahawks, holds an event where the anticipated number of guests will exceed 100; or
- (3) When simultaneous events in the pavilion, gym, and chapel are anticipated to generate traffic from off-campus guests.

5. The second paragraph of Recommendation 11.b.(5) is amended to read as follows:

A Process III zoning permit review process is required (1) for any change to the Master Plan that does not meet the above criteria, (2) for leasing of any campus facilities to long-term tenants, (3) for any increase in student population above 1,200, or (4) for a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility.

6. A new paragraph is added to Recommendation 11 to read as follows:

The Planning Director shall notify the Houghton Community Council in writing of a proposed decision on a request for modifications of the Master Plan at least 40 days before issuance of the decision.

Section 2. The Process III permit shall be issued to the applicant subject to the conditions set forth in the recommendations hereinabove adopted by the City Council.

Section 3. Nothing in this resolution shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinance, or regulations applicable to this project, other than expressly set forth herein.

Section 4. Failure on the part of the holder of the permit to initially meet or maintain strict compliance with the standards and conditions to which the Process III permit is subject shall be grounds for revocation in accordance with Ordinance 2740, as amended, of the Kirkland Zoning Ordinance.

Section 5. Notwithstanding any recommendations heretofore given by the Houghton Community Council, the subject matter of this resolution and the Permit herein granted are, pursuant to Ordinance 2001, subject to the disapproval jurisdiction of the Houghton Community Council or the failure of the Community Council to disapprove this resolution within 60 days of the date of the passage of this resolution.

Section 6. A complete copy of this resolution, including Findings, Conclusions and Recommendations adopted by reference, shall be certified by the City Clerk, who shall then forward the certified copy to the King County Department of Assessments..

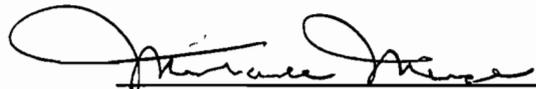
Section 7. A certified copy of this resolution, together with the Findings, Conclusions, and Recommendations herein adopted shall be attached to and become a part of the development permit or evidence thereof, delivered to the permittee.

Section 8. Certified or conformed copies of this resolution shall be delivered to the following:

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

PASSED by majority vote of the Kirkland City Council in regular, open meeting on the 10th day of August, 1999.

SIGNED IN AUTHENTICATION thereof on the 10th day of August, 1999.



Mayor

Attest:



Deputy City Clerk



USE ZONE CHART

Section 60.12		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
		Required Review Process	MINIMUMS			MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)	
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage					Height of Structure
Front	Side	Rear										
.010	Private College and Related Facilities	If development is consistent with the Master Plan adopted in R-4203, then none. Otherwise, must amend the Master Plan using Process IIB, Chapter 152 KZC.	As established in the Master Plan or as allowed in Special Regulations.								<ol style="list-style-type: none"> 1. The Master Plan, approved by Resolution 4203, includes a site plan, which is on file with the City. That site plan is, by reference, incorporated as a part of this Code as it pertains to the location, configuration and nature of improvements in the PLA-1 zone. 2. In addition to the site plan referenced above, the adopted Master Plan includes the following special regulations: <ol style="list-style-type: none"> a. Future development permits shall be reviewed by the Planning Director to ensure consistency with the Master Plan. b. The applicant shall indicate all site improvements and landscaping for the areas to be affected by construction which are proposed to accompany the construction of each facility. The Planning Director shall have the authority to require implementation of these related elements of the Master Plan at such time new facilities, structures or additions are being constructed. c. At the time of application for development of the married student housing information relating to the degree of cutting and filling necessitated shall be provided. Plans for stabilization of nearby slopes shall be included in this information. This information shall indicate to what extent the drainage conditions on the eastern portion of the campus will be disturbed, and what measures will be taken to insure that surrounding properties will not be adversely affected by alternate drainage patterns. d. A 30-foot-wide landscape buffer planted pursuant to the requirements of KZC 95.25(2) shall be provided around the campus perimeter, except along 108th Ave. NE, 114th Ave. NE, I-405, and between on-campus duplex housing and adjacent single-family sites or I-405. The buffer shall incorporate all existing significant trees and vegetation. Where fencing is proposed, it shall be wood, unless alternative fencing is requested in writing by the adjacent neighbor and agreed to by the applicant. e. A 15-foot-wide landscape buffer planted pursuant to the requirements of KZC 95.25(2) shall be provided between on-campus duplex housing and adjacent single-family sites. The buffer shall incorporate all existing significant trees and vegetation. f. New construction of buildings and parking areas shall preserve existing significant trees to the maximum extent possible. g. Storm drainage plans shall accompany any applications for development permits. Said plans shall comply with the requirements of KMC Title 15. 	

REGULATIONS CONTINUED ON NEXT PAGE

Section 60.12



USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 60.12	USE ↓ REGULATIONS ↑	Required Review Process	MINIMUMS			MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)	
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage					Height of Structure
				Front	Side	Rear						
.010	Private College and Related Facilities (continued)									<p>h. Development permits for additional parking areas shall include a lighting plan for review and approval by the Planning Director. The lighting shall be directed such that it does not negatively impact adjacent residential areas.</p> <p>i. All main interior streets shall maintain a driving width of 24 feet plus curb and gutter improvements on both sides of the streets, for a total of 28 feet. Widths of, and improvements to secondary streets and service roads shall be subject to the review and approval of the Planning Director. It will be necessary for secondary streets and service roads to provide adequate clearance for emergency vehicle access.</p> <p>j. The location, material and design of any walkway within the campus shall be at the discretion of the College and its representatives, but will be reviewed by the Planning Director; provided, that the pedestrian/bicycle path in 114th Ave. NE shall be asphalt or concrete, eight feet wide.</p> <p>k. The "NO PARKING" signs along 110th Avenue N.E., east of the men's dormitory, shall remain indefinitely, to discourage future parking along this street.</p> <p>l. Within 30 feet of all outer edges of the campus (except along 108th Ave. NE, 114th Ave. NE, and I-405), no institutional uses or new parking areas are permitted, including any future redevelopment of the maintenance buildings.</p> <p>m. The housing unit, south of Gairloch, and west of 114th Ave. N.E., shall be separated from abutting properties to the north and east by a dense vegetative buffer of not less than 30 feet.</p> <p>n. Parking lots shall include landscaping islands as required by Chapter 105 KZC.</p> <p>o. Where adjacent to existing single-family residences, existing campus roadways and parking areas shall be landscaped as much as possible in the space available to provide a visual screen of the roadways and parking areas from the nearby residences. The amount and type of landscaping shall be subject to the review and approval of the Planning Director. An effort shall be made to reduce the amount of asphalt surfacing wherever possible.</p>		

REGULATIONS CONTINUED ON NEXT PAGE



USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS												
Section 60.12	 	Required Review Process	MINIMUMS			MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)	
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage					Height of Structure
				Front	Side	Rear						
.010	Private College and Related Facilities (continued)										<p>p. Construction of the proposed clock tower shall be subject to the issuance of a Process IIB Permit, to be reviewed by the Houghton Community Council, the Kirkland Hearing Examiner and the Kirkland City Council.</p> <p>q. The two westernmost campus access drives (adjacent to the Seventh Day Adventist Church and opposite 111th Ave. NE) shall be closed to general vehicle use. The driveway serving The Firs married student housing shall be relocated to lie within the 114th Ave. NE right-of-way.</p> <p>r. The District Office shall have only one access point from 108th Avenue N.E.</p> <p>s. New buildings or building expansions must conform with design guidelines as adopted as part of the master plan.</p> <p>t. The City is authorized to implement measures, identified in the approved master plan, to protect the surrounding neighborhood from parking impacts.</p> <p>u. For other regulations applicable to this use, see the master plan approved under Resolution R-4203.</p> <p>v. Structure height shall not exceed 30 feet above average building elevation if located within 100 feet of the campus perimeter, or 40 feet above average building elevation if located greater than 100 feet from the campus perimeter.</p> <p>3. Deviations from the approved master plan may be administratively approved by the Planning Director:</p> <p>a. Unless:</p> <ol style="list-style-type: none"> 1) There is a change in the use and the Zoning Code establishes different or more rigorous standards for the new use than for the existing use. 2) The Planning Director determines that there will be substantial changes in the impacts on the neighborhood or the City as a result of the change; and <p>b. The proposed modification or deviation satisfies all of the following:</p> <ol style="list-style-type: none"> 1. No vehicular ingress or egress from surrounding streets may be changed. 2. No roadways, parking lots or structures within 100 feet of the site perimeter may be shifted toward the perimeters. Any other shifting or improvements shall be consistent with the design concept of the College. <p style="text-align: right;">REGULATIONS CONTINUED ON NEXT PAGE</p>	

Section 60.12



USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 60.12	 REGULATIONS 	Required Review Process	MINIMUMS			MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)	
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage					Height of Structure
				Front	Side	Rear						
.010	Private College and Related Facilities (continued)									3. No buffers shown in the approved site plan may be reduced, unless specifically authorized by some other special regulation. 4. Reconfigurations of the footprint of the structures shown in the approved plan may be permitted; provided, that such changes are not apparent off-site and do not increase building height. 5. Minor new structures not shown on the approved site plan may be permitted; provided, that they are at least 200 feet from the site perimeter, are not apparent from off-site and do not require the significant shifting of roadways, parking areas or other improvements. c. The Planning Director shall notify the Houghton Community Council in writing, at least 40 days before issuance of a decision on a request for a modification of the Master Plan. d. A Process IIB zoning permit review process is required: <ol style="list-style-type: none"> 1) For any change to the Master Plan that does not meet the above criteria; 2) For leasing of any campus facilities to long-term tenants; 3) For any increase in student population above 1,200; or 4) For a change in all or any part of the Seahawks facility to a use other than a professional football team office and practice facility. 		

USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS												
Section 60.12	USE ↓ REGULATIONS ↑	Required Review Process	MINIMUMS			MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)	
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage					Height of Structure
				Front	Side	Rear						
.020	Professional Football, Baseball, or Soccer Practice or Play Facility	None, if part of approved Master Plan adopted in R-4203. Otherwise, Process IIB, Chapter 152 KZC.	10 acres	As established in the Master Plan or as allowed under Special Regulation 1.			80%	30' above average building elevation. See Special Regulations 2 and 3.	C See Spec. Reg. 4.	B See Spec. Reg. 6.	See KZC 105.25. See Spec. Reg. 7.	<ol style="list-style-type: none"> 1. All structures and practice and play facilities must be setback from exterior property lines at least 50 feet. Parking lots must be setback at least 50 feet from single-family uses and screened and interspersed with landscaping pursuant to Chapters 95 and 105 KZC. 2. Maximum structure height is determined by the approved Master Plan. 3. Maximum height of temporary structures shall be 60 feet above finished grade. 4. Perimeter buffering is determined by the approved Master Plan. 5. One point of vehicular access only is permitted directly onto NE 53rd Street. Secondary access through the college campus is permitted. 6. A single pedestal or monument sign, non-interior illuminated, shall be permitted on NE 53rd Street. 7. During summer training camp, the public will be directed, by means of pedestal signs at entrances to the college, to the parking areas in the interior of the campus. 8. On-site parking shall be adequate to meet peak season use. 9. No public exhibitions or games shall be permitted. 10. No helicopter operations shall be permitted, except for emergency situations. 11. No graphics or markings shall be permitted on the exterior of the temporary structure, except as required by state, federal or local regulations. 12. Only one professional sport organization may occupy and use the facility in any consecutive 12-month period.
.030	Detached Dwelling Unit	None	8,500 sq. ft.	20'	5', but 2 side yards must equal at least 15'.	10'	50%	25' above average building elevation.	E	A	2.0 per unit.	<ol style="list-style-type: none"> 1. Not more than one dwelling unit may be on each lot regardless of lot size. 2. Chapter 115 KZC contains regulations regarding home occupations and other accessory uses, facilities, and activities associated with this use.

CITY OF KIRKLAND
123 FIFTH AVENUE, KIRKLAND, WASHINGTON 98033-6189
(425) 587-3225



DETERMINATION OF NONSIGNIFICANCE (DNS) .

CASE #: SEP09-00001

DATE ISSUED: 1/16/2009

DESCRIPTION OF PROPOSAL

Change of Use Zoning Permit (ZON08-00020) to allow Northwest University to occupy the former Seattle Seahawks Facility for administrative and faculty offices, meeting rooms, and storage. No additions to the existing facility are being proposed. The former practice fields will be used exclusively by Northwest University athletic practices and intramural activities.

PROPONENT: **STEVE SANKEY**

LOCATION OF PROPOSAL

NORTHWEST UNIVERSITY CAMPUS, 11220 NE 53RD STREET

LEAD AGENCY is **The City of Kirkland**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21.030 (2) (c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

There is no comment period for this DNS.

Responsible official:

1/14/09
Date

Eric Shields, Director
Department of Planning and Community Development
425-587-3225

Address: City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189

You may appeal this determination to the Planning Department at Kirkland City Hall, 123 Fifth Avenue, Kirkland, WA 98033 no later than 5:00 p.m., Friday, January 30, 2009 by WRITTEN NOTICE OF APPEAL.

You should be prepared to make specific factual objections. Contact the Planning Department at 425-587-3225 to read or ask about the procedures for SEPA appeals.

Please reference case # SEP09-00001.

Betty Kalan
Distributed By:

1-15-2009
Date:



CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: Eric R. Shields, AICP, Planning Director

From: Tony Leavitt, Associate Planner

Date: January 13, 2008

File: ZON08-00020, SEP09-00001

Subject: **ENVIRONMENTAL DETERMINATION FOR NORTHWEST UNIVERSITY CHANGE OF USE ZONING PERMIT**

PROPOSAL

Northwest University has applied for a Change of Use Zoning Permit to allow the university to occupy the former Seattle Seahawks Facility at 11220 NE 53rd Street for administrative and faculty offices, meeting rooms, and storage (see Enclosures 1 and 2). No additions to the existing facility are being proposed as part of the application. The former practice fields on the property will be used exclusively by Northwest University athletic practices and intramural activities.

ENVIRONMENTAL ISSUES

I have had an opportunity to visit the site and review the environmental checklist (see Enclosure 3) and the following related materials:

- Trip Generation Analysis for Concurrency prepared by William Popp Associates dated October 24, 2008 (Enclosure 4)
- Traffic Concurrency Review Memo from Thang Nguyen dated November 12, 2008 (Enclosure 5)
- Signal Warrant Analysis prepared by William Popp Associates dated November 14, 2008 (Enclosure 6)
- Signal Warrant Analysis Review from Thang Nguyen dated December 11, 2008 (Enclosure 7)

The main environmental issues related to this project are potential traffic impacts and the traffic signal requirement along 108th Avenue NE.

Traffic Impacts

Public Works Department Staff reviewed the Trip Generation Analysis for Concurrency prepared by William Popp Associates and concluded that the project passed traffic concurrency. The project will be subject to the requirements outlined in the Traffic Concurrency Review Memo.

108th Avenue NE Traffic Signal Requirement

As part of the Northwest College (University) Master Plan Approval, the following SEPA Mitigation Measure was incorporated:

A traffic signal along 108th Avenue NE (at one of three predetermined locations) shall be installed when both of the following occur:

1. Any one of the traffic signal warrants 1, 2, 9, or 11 at the intersection of 108th Avenue NE and NE 53rd Street is met.
2. The College generates 315 new trips per day through the intersection of NE 53rd Street and 108th Avenue NE. These numbers shall be total cumulative additional trips above the 1995 level of 1,946 trips on NE 53rd Street.

Public Works Department Staff reviewed the Signal Warrant Analysis prepared by William Popp Associates and concluded that the project does not meet the traffic signal installation requirements. As a result, the applicant is not required to install a traffic signal along 108th Avenue NE at this time.

CONCLUSIONS AND RECOMMENDATION

It will be necessary to further analyze certain aspects of the proposal to determine if the project complies with all the applicable City codes and policies. That analysis is most appropriately addressed within the review of the Change of Use Zoning Permit application. In contrast, State law specifies that this environmental review under the State Environmental Policy Act (SEPA) is to focus only on potential significant impacts to the environment that could not be adequately mitigated through the Kirkland regulations and Comprehensive Plan.¹

Based on my review of all available information, I have not identified any significant adverse environmental impacts. Therefore, I recommend that a Determination of Non-Significance be issued for this proposed action.

SEPA ENCLOSURES

1. Vicinity Map
2. Project Plans
3. Environmental Checklist
4. Trip Generation Analysis for Concurrency prepared by William Popp Associates dated October 24, 2008
5. Traffic Concurrency Review Memo from Thang Nguyen dated November 12, 2008
6. Signal Warrant Analysis prepared by William Popp Associates dated November 14, 2008
7. Signal Warrant Analysis Review from Thang Nguyen dated December 11, 2008

Review by Responsible Official:

I concur

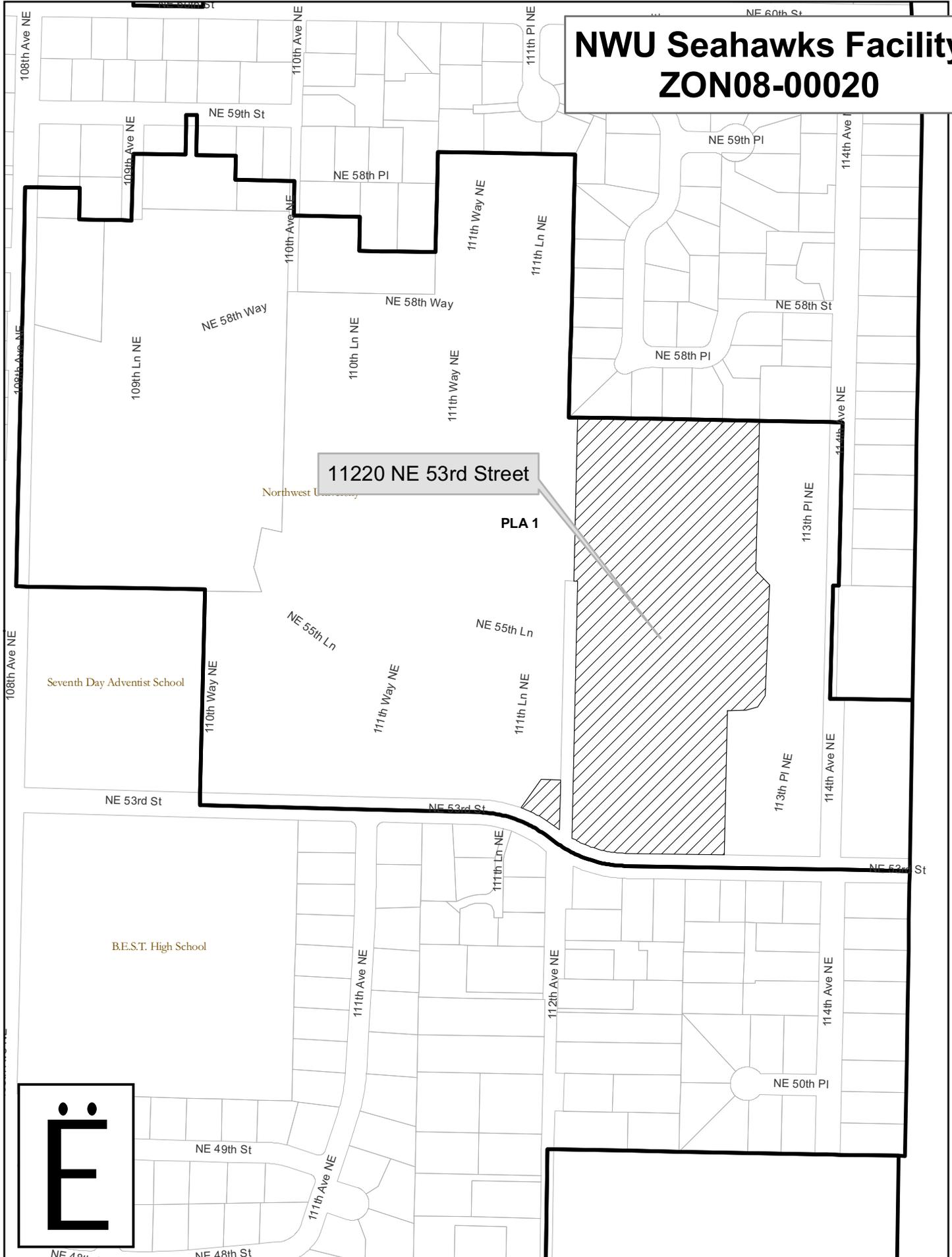
I do not concur

Comments:

Eric R. Shields, AICP
Planning Director

Date

NWU Seahawks Facility ZON08-00020



SEPA Memorandum Enclosure 2

is the same as

Staff Advisory Report Attachment 3

CITY OF KIRKLAND ENVIRONMENTAL CHECKLIST

Purpose of Checklist:

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the City identify impacts from your proposal, and to reduce or avoid impacts from the proposal, whenever possible

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Answer the questions briefly with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City staff can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The City may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impacts.

Use of Checklist for Non-project Proposals:

Complete this checklist for non-project proposals also, even though questions may be answered "does not apply." IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS (Part D).

For non-project actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project, if applicable: ***Change of Use Zoning Permit***
2. Name of applicant: ***Northwest University***
3. Tax parcel number: ***1725059139***
4. Address and phone number of applicant and contact person: ***5520 108th Ave NE 425-822-8266 steve sankey***

5. Date checklist prepared: *10/28/08*
6. Agency requesting checklist: *City of Kirkland, Planning Dept*
7. Proposed timing or schedule (including phasing, if applicable):
8. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?

None to date

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Yes - zoning change with City of Kirkland

11. List any government approvals or permits that will be needed for your proposal, if known.

None

12. Give brief, complete description of your proposal, including the proposed uses, the size and scope of the project and site including dimensions and use of all proposed improvements. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Change of Use of existing building

13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

11220 ne 53rd St - See A.1.1, A.1.1a of cooresponding application

containing the following chemicals...; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

none

c. Water Runoff (including storm water):

1) Describe the source of runoff (include storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

no change to existing conditions. Storm water and runoff flow west to and through stormwater detention system and then to Lake Washington

2) Could waste materials enter ground or surface waters? If so, generally describe.

no

Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:

DNA

4. PLANTS

a. Check or circle types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation: alder, maple, fir, cedar, and pine trees

b. What kind and amount of vegetation will be removed or altered?

additional shrubs may be installed in North landscape buffer

c. List threatened or endangered species known to be on or near the site.

none

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

minor thinning of shrubs in west landscape buffer to open view corridors to main campus

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:

birds: hawk, heron, eagle, songbirds, other ***Songbirds***
 mammals: deer, bear, elk, beaver, other
 fish: bass, salmon, trout, herring, shellfish, other

- b. List any threatened or endangered species known to be on or near the site.
none

- c. Is the site part of a migration route? If so, explain.
no

- d. Proposed measures to preserve or enhance wildlife, if any:
DNA

6. ENERGY AND NATURAL RESOURCES

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

electric and natural gas

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

no

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

no change to existing conditions

7. ENVIRONMENTAL HEALTH

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

no

- 1) Describe special emergency services that might be required.

dna

2) Proposed measures to reduce or control environmental health hazards, if any:
dna

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

dna

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

long term, no change to existing vehicle traffic noise during business and operation hours

3) Proposed measures to reduce or control noise impacts, if any:

dna

8. LAND AND SHORELINE USE

a. What is the current use of the site and adjacent properties?

professional football team headquarters and practice facility. Adjacent - Univeristy campus, and residential

b. Has the site been used for agriculture? If so, describe.

no

c. Describe any structures on the site.

45,000 sf office bld, 2,300 sf storage building

d. Will any structures be demolished? If so, what?

no

e. What is the current zoning classification of the site?

PLA-1

f. If applicable, what is the current shoreline master program designation of the site?

dna

g. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

no

h. Approximately how many people would reside or work in the completed project.

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

no change to existing levels of parking lot and exterior building lighting

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

no

- c. What existing off-site sources of light or glare may affect your proposal?

none

- d. Proposed measures to reduce or control light and glare impacts, if any:

no change to existing

12. RECREATION

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Bridal Trails St PK, Wilcox Park, NU, 7th Day Adventist school playground, BEST High School play fields

- b. Would the proposed project displace any existing recreational uses? If so, describe.

no

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

dna

13. HISTORICAL AND CULTURAL PRESERVATION

- a. Are there any places or objects listed in, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

no

- b. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.

none

- c. Proposed measures to reduce or control impacts, if any:

dna

E-Page # 301a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

no change to existing

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Stuart Sanbury

Date Submitted: 11/6/08

January 8, 2009

~~D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS~~

~~(Do not use this sheet for project actions)~~

~~Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.~~

~~When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.~~

~~1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?~~

~~Proposed measures to avoid or reduce such increases are:~~

~~2. How would the proposal be likely to affect plants, animals, fish, or marine life?~~

~~Proposed measures to protect or conserve plants, animals, fish, or marine life are:~~

William Popp Associates

Transportation Engineers/Planners

(425) 401-1030
FAX (425) 401-2125
e-mail: info@wmpoppassoc.com

October 24, 2008

To: Thang Nguyen
Transportation Engineer
City of Kirkland

From: William Popp, Jr.
William Popp Associates

Subject: Northwest University Building 17 Change in Use
Re: Trip Generation Analysis for Concurrency

The following memorandum was prepared to identify the expected traffic generation for the subject development proposal as part of the City's concurrency process. This memo includes a discussion of the type of use proposed, floor area, and location of project.

Existing and Proposed Use

Northwest University for just over 20 years has leased part of their campus to the Seattle Seahawks. The address for the Seahawk facility is 11220 NE 53rd St and the subject property encompasses 10.26 acres of land. The property includes:

- Seahawk Headquarters; 45,076 gsf including administrative offices, meeting rooms and training facilities. This building is identified as Building 17 of the Northwest University Master Plan.
- A 2,300 gsf storage shed.
- Three outdoor grass practice fields with one having a pneumatic seasonal cover.
- There are a total of 139 parking stalls on two separate parking lots. The lower lot includes 97 stalls and the upper lot has 42 stalls.

As of August 2008, the Seahawks have essentially vacated the site and have moved to their new facility in Renton.

Northwest University will be renovating the interior of Building 17 to accompany their needs however the intended use will remain essentially the same with office and meeting room type use. The parking and access will remain the same. The three football practice fields will revert back to use solely by the University. The proposed use of Building 17 will not make any direct use of the fields.

A site plan is attached as Attachment 1.

Mr. Thang Nguyen
Northwest University Building 17
Traffic Memorandum for Concurrency
Page 2
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Trip Generation

Trip generation estimates for the existing and proposed use of Building 17 were estimated based on local trip generation information gathered at selective sites including the new Seahawk facility and an off-site office building leased solely by NWU known as the 6710 Building on 108th Ave NE in Kirkland.

Since the Seahawks had vacated Building 17 on the NWU Campus, it was no longer viable to count the traffic from it. Therefore, with coordination and approval by the City, it was determined that the best representation of existing trips from Building 17 would be to conduct counts at the new Seahawk facility located in Renton. It was concluded that regardless of the differences of building areas between the old and new site, the Seahawk staff, players, media, and visitors would remain essentially the same. Traffic counts were counted on two different weekday days during the commute PM peak period and during the NFL season. Counts were conducted Wednesday October 8, 2008, and Thursday October 9, 2008. These counts were conducted mid-week prior to a regular season Sunday home game. The counts are attached as Attachment 2.

For the proposed change of use in Building 17, NWU currently leases the 6710 Building on 108th Ave NE north of campus. The 6710 Building is leased solely to NWU and according to NWU, it is fully utilized. The gross floor area of the 6710 Building is 33,192 gsf. The use of the building by NWU consists of office use and meeting facilities, which will all move to Building 17 on campus when complete. Therefore, similar to the Seahawk facility, a local site trip generation study was conducted that included two weekday PM peak period weekday counts; one Tuesday October 7, 2008 and one Wednesday October 16, 2008. The counts recorded the vehicle, pedestrian and bicycle activity to and from the building only. The counts are attached as Attachment 3.

Based on the vehicle trip findings from the 6710 Building, an estimate of trips was made for Building 17 on campus.

The results of the trip generation analysis are presented in Table 1.

Mr. Thang Nguyen
 Northwest University Building 17
 Traffic Memorandum for Concurrency
 Page 3
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Table 1
PM Peak Hour Trip Generation Estimates

Land Use	Rate/Type	Total	PM Peak	
			In	Out
Existing Local Trip Generation				
Seahawk Facility ¹				
Renton Site (one parking lot, two driveways)				
	Vehicles	101	13	88
6710 Building (NWU Leased) ²				
33,192 gsf; surface/covered parking, one driveway				
	Vehicles	64	36	28
	Peds/Bikes	10	6	4
	Vehicle Trip Rate	1.93	57%	43%
Proposed Use Trip Generation				
Building 17 on NWU Campus; Administrative Office ³				
45,076 gsf; two surface parking lots accessed separately				
	Vehicle Trip Rate	1.93	57%	43%
	Vehicles	87	49	38
Net New Trips at Building 17 on NWU Campus ⁴				
Change of Use from Seahawks Headquarters to NWU Administrative Office				
	Vehicles	-14	36	-50

¹ Vehicle counts represent an average for a two day PM peak period count. Trips assumed to be independent of facility size thus could in theory reflect trips that would have occurred at the NWU site.

² Vehicle counts represent an average for a two day PM peak period count conducted at a site/building leased solely to NWU for similar use. Thus, the determined rate could be utilized for the proposed use.

³ PM peak hour trips estimated at Building 17 with the proposed change of use.

⁴ This would reflect the estimated net new trips at the site assuming the fields are used exclusive for NWU use.

The Seahawk facility was found to generate 101 PM peak hour trips based on a 2-day average of 95 trips on Wednesday and 106 on Thursday. The directional orientation of trips is predominantly (88%) outbound during this time.

The existing 6710 Building that is leased solely by NWU for similar office/meeting room use as what is proposed in Building 17 on campus was found to generate 64 trips on average (a 2-day average, 65 trips on 1st count and 62 trips on 2nd count) thus reflecting a commute PM peak period trip rate of 1.93 trips per 1,000 gross square feet. This rate is slightly higher but very similar to the trip rate found in ITE of 1.73 per ksf for Single Tenant Office Building (LUC 715). The direction orientation of trips was found to be 57% inbound and 43% outbound which goes somewhat against the grain from typical office use. The pedestrian and bicycle activity was found to be about 14% of the total trips to and from the building during the PM peak hour. This is likely due to the relative close proximity of the building to the NWU campus. However, it is logical to assume

Mr. Thang Nguyen
Northwest University Building 17
Traffic Memorandum for Concurrency
Page 4
10/24/2008

that this percentage of pedestrians and bicycles would, if anything, increase with moving of those uses to the campus in Building 17.

Based on the trip rate determined at the 6710 Building, it was estimated that the new trips at Building 17 would be 87 commute PM peak hour trips, with 49 entering and 38 exiting.

Given the trip estimates for the Seahawk facility and those new proposed at Building 17, it is estimated the net new commute PM peak hour trips at the subject site will be a decrease of 14 trips overall. The orientation of trips will be slightly different resulting in an increase of 36 trips entering the site, and a decrease of 50 trips exiting the site. It is important to note that the Seahawk trip estimates reflect the entire site, whereas the proposed use reflects just the building. In theory, there is a surplus of 14 PM peak hour trips that could be applied to outside sources other than NWU utilizing strictly the fields from any approved regular athletic use. This may be something to consider in future permitting of the fields for such outside use.

I believe that this analysis should address all your needs pertaining to the trip generation at the subject site and is suitable information for your use in preparation of the concurrency analysis. This memorandum will be included with the Concurrency Management Review Application form. Please call me at (425) 401-2124 if you have any questions.

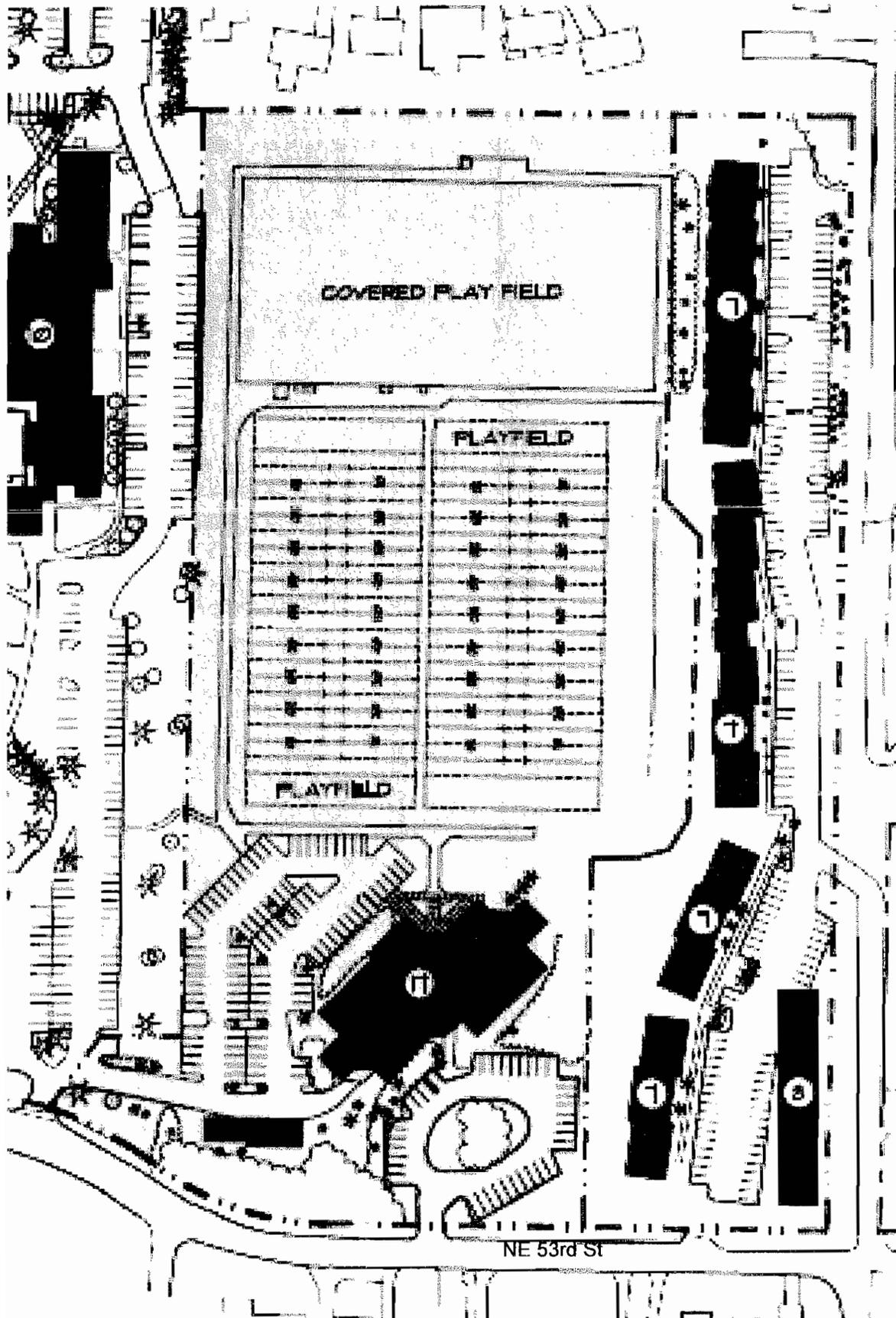
cc: Steve Sankey
Northwest University

Eric Drivdahl
Gelotte Hommas

Attachments –

1. Site Plan
2. Seahawk Counts
3. 6710 Building Counts

ATTACHMENT 1: SITE PLAN



ATTACHMENT 2

**Seahawks Headquarters
Virginia Mason Athletic Center**

Date: Wednesday, Oct 8th, 2008

END TIME	DRIVEWAY 1		DRIVEWAY 2	
	IN	OUT	IN	OUT
4:15	5	6	0	4
4:30	4	16	0	4
4:45	2	21	0	0
5:00	3	13	0	2
5:15	4	15	0	11
5:30	0	8	0	5
5:45	3	8	0	11
6:00	1	9	0	11

Both Driveways	
IN	OUT
5	10
4	20
2	21
3	15
4	26
0	13
3	19
1	20

15-min Bothways	Hourly Totals
15	80
24	95
23	84
18	83
30	86
13	
22	
21	

Totals	22	96	0	48
Pk Hr	13	65	0	17

22	144
13	82

166	
95	4:15-5:15

Date: Thursday, Oct 9th, 2008

END TIME	DRIVEWAY 1		DRIVEWAY 2	
	IN	OUT	IN	OUT
4:15	1	3	0	1
4:30	4	5	1	5
4:45	0	14	1	4
5:00	7	14	0	3
5:15	3	22	1	10
5:30	1	14	0	7
5:45	0	9	0	11
6:00	4	11	4	9

Both Driveways	
IN	OUT
1	4
5	10
1	18
7	17
4	32
1	21
0	20
8	20

15-min Bothways	Hourly Totals
5	63
15	94
19	101
24	102
36	106
22	
20	
28	

Totals	20	92	7	50
Pk Hr	8	56	5	37

27	142
13	93

169	
106	5p to 6p

2-Day Average PM Peak Period Summary

	DRIVEWAY 1		DRIVEWAY 2	
	IN	OUT	IN	OUT
2-hr Totals	21	94	4	49
Pk Hr	11	61	3	27

Both Driveways	
IN	OUT
25	143
13	88

Totals	
168	
101	

ATTACHMENT 3

**6710 Building - NW College Sole Tenant (fully occupied/leased)
NW College off campus leased building**

Date: Tuesday, Oct 7th, 2008

END TIME	DRIVEWAY	
	IN	OUT
4:15	4	2
4:30	5	2
4:45	9	3
5:00	10	7
5:15	7	11
5:30	14	4
5:45	4	5
6:00	11	9

15-min Bothways	Hourly Totals
6	42
7	54
12	65
17	62
18	65
18	
9	
20	

Peds/Bikes			
In	Out	Bothways	Hour
1	0	1	5
0	1	1	8
1	1	2	10
1	0	1	10
3	1	4	9
1	2	3	
1	1	2	
0	0	0	

Totals	64	43
Pk Hr	36	29

107	
65	5p to 6p

8	6	14	
5	4	9	< veh pk hr

Date: Wednesday, Oct 16th, 2008

END TIME	DRIVEWAY	
	IN	OUT
4:15	8	10
4:30	2	7
4:45	7	9
5:00	2	4
5:15	7	14
5:30	9	5
5:45	11	4
6:00	9	3

15-min Bothways	Hourly Totals
18	49
9	52
16	57
6	56
21	62
14	
15	
12	

Peds/Bikes			
In	Out	Bothways	Hour
0	1	1	6
1	0	1	8
0	0	0	11
2	2	4	13
2	1	3	10
4	0	4	
0	2	2	
1	0	1	

Totals	55	56
Pk Hr	36	26

111	
62	5p to 6p

10	6	16	
7	3	10	< veh pk hr

2-Day Average PM Peak Period Summary

	DRIVEWAY	
	IN	OUT
Totals 2-hr	60	50
Pk Hr	36	28

Total
109
64

Peds/Bikes		
In	Out	Bothways
9	6	15
6	4	10

CITY OF KIRKLAND123 FIFTH AVENUE ● KIRKLAND, WASHINGTON 98033-6189 ● (425) 587-3000

**DEPARTMENT OF PUBLIC WORKS
MEMORANDUM**

To: Tony Leavitt, Planner

From: Thang Nguyen, Transportation Engineer

Date: November 12, 2008

Subject: NW University Expansion Concurrency Test Notice

The purpose of this memo is to inform you that the proposed NW University expansion into the former Seahawk training center has passed traffic concurrency.

Project Description

NW University proposed to use the vacated Seahawk Facility (also known as Building 17 on the NW University Master Plan) for administrative office. The building has a total of 45,076 square feet. Based on the trip generation information, the proposed use will generate less PM peak hour traffic than the former use.

The proposed project passed traffic concurrency. This memo will serve as the concurrency test notice for the proposed project. Per *Section 25.10.020 Procedures* of the KMC, this Concurrency Test Notice will expire in one year (November 12, 2009) unless a development permit and certificate of concurrency are issued or an extension is granted.

EXPIRATION

The concurrency test notice shall expire and a new concurrency test application is required unless:

1. A complete SEPA checklist, traffic impact analysis and all required documentation are submitted to the City within 90 calendar days of the concurrency test notice.
2. A Certificate of Concurrency is issued or an extension is requested and granted by the Public Works Department within one year of issuance of the concurrency test notice. (A Certificate of Concurrency is issued at the same time a development permit or building permit is issued if the applicant holds a valid concurrency test notice.)
3. A Certificate of Concurrency shall expire six years from the date of issuance of the concurrency test notice unless all building permits are issued for buildings approved under the concurrency test notice.

APPEALS

The concurrency test notice may be appealed by the public or agency with jurisdiction. The concurrency test notice is subject to an appeal until the SEPA review process is complete and the appeal deadline has passed. Concurrency appeals are heard before the Hearing Examiner along with any applicable SEPA appeal. For more information, refer to the Kirkland Municipal Code, Title 25. If you have any questions, please call me at x3869.

cc: Bill Popp Jr., William Popp Associates

file

William Popp Associates

Transportation Engineers/Planners

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FAX (425) 401-2125

e-mail: info@wmpoppassoc.com

November 14, 2008

To: Thang Nguyen
Transportation Engineer
City of Kirkland

From: William Popp Jr. 
William Popp Associates

Subject: Northwest College

Re: Signal Warrant Analysis for Intersection of 108th Ave NE/NE 53rd St
Response to Conditions of Approval, Mitigating Measures, Item 3b.

In accordance with the Northwest University 1995 Master Plan condition of approval, Northwest University is required to signalize the intersection of 108th Ave NE/NE 53rd Street when both of the following conditions occur:

1. Any one of the MUTCD Traffic Signal Warrants 1, 2, 9, or 11 at the intersection of 108th Ave NE and NE 53rd Street is met.
2. The University generates 315 new daily trips through the intersection of 108th Ave NE/NE 53rd Street. These numbers shall be total cumulative additional trips above the 1995 level of 1946 trips.

The two conditions noted above reflect Item 3b Conditions of Approval, Mitigating Measures. These conditions are required with any new building that the University is applying a development permit for on campus. Therefore, as part of the renovation of Building 17 which was formerly leased to the Seawhawks and is now proposed as an office type use for the University, this memorandum addresses the conditions noted above.

There are two parts to the condition of approval. One is meeting the signal warrant conditions identified in Item 1 and the other is identifying the new daily trips at the University. Since both must be met in order for intersection signalization, this analysis addresses the first condition (signal warrant check), and one or more of the warrants are met, the analysis would proceed to address the second condition.

Thus, the analysis summarized below addresses the first condition, the signal warrant findings.

Thang Nguyen
 Signal Warrant Analysis
 Northwest College
 11/14/2008
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Intersection Volumes

Daily traffic counts were conducted on each approach leg of the NE 53rd St/108th Ave NE intersection as a part of the signal warrant check. The counts were conducted between Wednesday November 5, 2008 and Friday November 7, 2008. Counts were recorded by hour for each approach. It is important to note that the counts on Friday were between 4% and 7% less for all approaches than three day average thus for conservative purposes we elected to just use the data from Wednesday and Thursday.

The approach volumes are presented in Table 1 below and represent the 2-day average including counts conducted in previous years presented for comparison only.

Table 1
Traffic Volumes at 108th Ave NE/NE 53rd St (cast leg) ^a

Roadway Approach	Year	Daily Volume	PM peak Volume ^b	AM Peak Volume ^c
108th Ave NE northbound	2008	5,530	838	285
	2001	5,664	855	294
	1995	5,540	885	271
108th Ave NE southbound	2008	5,791	393	762
	2001	5,129	304	676
	1995	6,054	444	816
NE 53rd St westbound	2008	1,093	70	83
	2001	1,451	103	155
	1995	1,868	169	138

a All volumes shown in table reflect a 2-day average (Wed Nov 5 and Thur Nov 6).

b PM peak volume represent the volume during the street peak hour between 4pm and 6pm.

c AM peak volumes represent the volume during the street peak hour between 7am and 9am.

As shown in Table 1, the average weekday daily volume on 108th Ave NE is approximately 11,300 vehicles per day (vpd), with a slight imbalance in favor of the southbound direction. The daily volume in 1995 was 11,600 vpd and 10,800 vpd in 2001, thus, the daily volume has been relatively constant over this period.

The daily volume on NE 53rd St is approximately 1,100 vehicles per day in the westbound direction. The daily volume for this approach decreased significantly from 1995 thru 2001 to 2008. The same is basically true for the street peak hours. One of the apparent conclusions for the decrease in traffic from 2001 to 2008 is most likely a result fo the Seahawks moving to their new facility in Renton. The likely decrease from 1995 to 2001 is the improvements on I-405.

All of the supporting hourly volumes are presented in the Technical Appendix.

Thang Nguyen
 Signal Warrant Analysis
 Northwest College
 11/14/2008
 Page 3

Signal Warrants (#1, #2, and #3)

The Hearing Examiner Recommendation (File No. IV-III-95-30, page 5) states that one of the two requirements to be met for the installation of a signal at the NE 53rd St/108th Ave NE intersection is when any one of the MUTCD traffic Signal Warrants 1, 2, 9 or 11 is met.

Since then, the Manual on Uniform Traffic Control Devices (MUTCD) has been updated and elements of the manual have been revised. The MUTCD revised the warrant terminology where old Warrant 1 and 2 are now combined to be Warrant 1, old Warrant 9 is now Warrant 2, and old Warrant 11 is now Warrant 3.

The results of the warrant analysis are tabulated below in Table 3. A summary of the warrant calculations are attached in the Technical Appendix.

Table 3
Signal Warrant Analysis Summary
108th Ave NE/NE 53rd St (Year 2008 conditions)

Warrant #	Description	Warrant Met?	Comment
1A	Minimum Vehicular Volume	No	See Technical Appendix for results
1B	Interruption of Continuous Traffic	No	See Technical Appendix for results
1A & 1B	Reduced 1A and 1B conditions	No	both conditions must be satisfied at an 20% reduced threshold level.
2	Four Hour Warrant	No	See Technical Appendix for results
3	Peak Hour Volume Warrant	No	See Technical Appendix for results

As shown in Table 3, based on the latest traffic counts at the 108th Ave NE/NE 53rd St intersection, none of the signal warrants 1, 2 nor 3 are met.

Signal Warrant #1 is the Eight-Hour Vehicular Volume Warrant. It consists of three 'sub-warrants' where meeting one of these would satisfy the condition of Warrant 1; Condition A, Condition B, and and 80% level for Condition A and B where both conditions must be met to meet this sub-warrant. Assuming a single lane approach on the major street and a 2 lane approach on the side street none of the sub-warrants are met. The three sub-warrants are discussed below:

- For Warrant 1A, it requires that for any 8 hours of a given day, , the major street volume shall be equal to or exceed 500 vehicles both directions and the side street volume shall equal or exceed 200 vehicles for those same 8 hours. There are no hours that meet this criteria.
- Warrant 1B requires that for any 8 hours of a given day, the major street volume shall be equal to or exceed 750 vehicles both directions and the side street volume shall

*Thang Nguyen
Signal Warrant Analysis
Northwest College
11/14/2008
Page 4*

equal or exceed 100 vehicles for those same 8 hours. There are no hours that meet this criteria.

- Combination of Warrant 1A and 1B. This combination considers Warrant 1 met if both warrant criteria of 1A and 1B are met at the 80% level. There are no hours that meet the Warrant 1A criteria, and 5 hours that meet the Warrant 1B criteria. Therefore, this combination warrant is not met.

Signal Warrant #2 is the Four-Hour Vehicular Volume Warrant. It requires that for any 4 hours of a given day, the major street volume and the minor street volume shall fall above the curve threshold. Volume criteria vary, however, the lower threshold for the minor street is 115 vehicles. There are no hours that meet or exceed this lower threshold volume, thus this warrant is not met.

Signal Warrant #3 is the Peak-Hour Vehicular Volume Warrant. It requires that for any 1 hour of a given day, the major street volume and the minor street volume shall fall above the curve threshold. Volume criteria vary, however, the lower threshold for the minor street is 150 vehicles. There are no hours that meet or exceed this lower threshold volume, thus this warrant is not met.

It should be noted that the MUTCD guidelines suggest utilizing engineering judgment for any minor street right-turn volume reductions, however the warrant analyses do not consider any reduction, thereby presenting a worst case scenario for minor street approach volumes on NE 53rd St. This right turn volume reduction factor may be something to consider in future analyses.

Conclusion

The results indicate that the traffic volumes on 108th Ave NE and NE 53rd Street have decreased from previous levels. The Fall 2008 traffic volumes at the intersection of 108th Ave NE/NE 53rd St indicate that they are not significant enough to satisfy signal warrants 1, 2 or 3. It is assumed that since the signal warrants are not met the second item of the condition of approval would not be required.

cc: Steve Sankey
NW University

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TECHNICAL APPENDIX

Summary Roadway Counts; 108th Ave NE and NE 53rd St.

Signal Warrant Analysis for #1, #2, and #3

**108th Ave NE n/o NE 53rd St (east leg)
Northbound**

Time Begin	Tue 4-Nov	Wed 5-Nov	Thur 6-Nov	Fri 7-Nov	Wed-Fri Avg	Wed-Thur Avg
12:00 AM	-	17	22	37	25	20
1:00 AM	-	1	5	9	5	3
2:00 AM	-	1	4	8	4	3
3:00 AM	-	5	3	5	4	4
4:00 AM	-	3	3	3	3	3
5:00 AM	-	19	23	13	18	21
6:00 AM	-	58	64	59	60	61
7:00 AM	-	191	184	183	186	188
8:00 AM	-	290	280	251	274	285
9:00 AM	-	181	210	222	204	196
10:00 AM	-	201	208	229	213	205
11:00 AM	-	279	239	264	261	259
12:00 PM	330	353	322	295	323	338
1:00 PM	275	321	270	303	298	296
2:00 PM	323	342	382	319	348	362
3:00 PM	576	512	571	457	513	542
4:00 PM	647	696	734	661	697	715
5:00 PM	612	832	844	657	778	838
6:00 PM	582	595	506	346	482	551
7:00 PM	188	244	286	183	238	265
8:00 PM	118	131	139	121	130	135
9:00 PM	96	120	113	140	124	117
10:00 PM	68	79	74	90	81	77
11:00 PM	31	40	51	82	58	46
AM	0	1246	1245	1283	1258	1248
PM	3846	4265	4292	3654	4070	4282
Day	3846	5511	5537	4937	5328	5530
		103%	104%	93%		

**108th Ave NE n/o NE 53rd St (east leg)
Southbound**

Time Begin	Tue 4-Nov	Wed 5-Nov	Thur 6-Nov	Fri 7-Nov	Wed-Fri Avg	Wed-Thur Avg
12:00 AM	-	13	14	20	16	14
1:00 AM	-	3	6	5	5	5
2:00 AM	-	4	6	5	5	5
3:00 AM	-	4	2	5	4	3
4:00 AM	-	10	16	12	13	13
5:00 AM	-	46	55	46	49	51
6:00 AM	-	211	225	204	213	218
7:00 AM	-	728	680	600	669	704
8:00 AM	-	757	766	741	755	762
9:00 AM	-	457	527	495	493	492
10:00 AM	-	296	285	291	291	291
11:00 AM	-	332	299	279	303	316
12:00 PM	372	385	351	339	358	368
1:00 PM	417	341	313	293	316	327
2:00 PM	361	337	332	297	322	335
3:00 PM	436	300	334	347	327	317
4:00 PM	512	336	366	386	363	351
5:00 PM	458	382	404	332	373	393
6:00 PM	312	310	321	273	301	316
7:00 PM	159	162	173	147	161	168
8:00 PM	123	132	121	122	125	127
9:00 PM	97	124	120	92	112	122
10:00 PM	71	51	56	77	61	54
11:00 PM	31	27	50	48	42	39
AM	0	2861	2881	2703	2815	2874
PM	3349	2887	2941	2753	2860	2917
Day	3349	5748	5822	5456	5675	5791
		101%	103%	96%		

**NE 53rd St e/o 108th Ave NE
Westbound**

Time Begin	Tue 4-Nov	Wed 5-Nov	Thur 6-Nov	Fri 7-Nov	Wed-Fri Avg	Wed-Thur Avg
12:00 AM	-	1	6	8	5	4
1:00 AM	-	3	1	4	3	2
2:00 AM	-	1	1	2	1	1
3:00 AM	-	1	4	2	2	3
4:00 AM	-	2	2	3	2	2
5:00 AM	-	11	11	8	10	11
6:00 AM	-	30	28	26	28	29
7:00 AM	-	56	68	57	60	62
8:00 AM	-	95	71	73	80	83
9:00 AM	-	78	65	62	68	72
10:00 AM	-	57	57	51	55	57
11:00 AM	-	89	64	76	76	77
12:00 PM	94	74	87	77	79	81
1:00 PM	90	97	92	62	84	95
2:00 PM	98	92	102	96	97	97
3:00 PM	95	82	90	65	79	86
4:00 PM	67	90	50	54	65	70
5:00 PM	68	46	53	52	50	50
6:00 PM	54	79	46	41	55	63
7:00 PM	38	48	49	36	44	49
8:00 PM	33	75	31	39	48	53
9:00 PM	32	22	24	44	30	23
10:00 PM	21	5	14	28	16	10
11:00 PM	7	11	14	16	14	13
AM	0	424	378	372	391	403
PM	697	721	652	610	661	690
Day	697	1145	1030	982	1052	1093
		109%	98%	93%		

**Daily Counts; Wed (11/5/08) and Thur (11/06/08) Average
108th Ave NE and NE 53rd St (east leg)**

Interval Begin	108th Ave NE		NE 53rd St
	south of 53rd St Northbound	north of 53rd St Southbound	east of 108th Ave Westbound
12:00 AM	20	14	4
1:00 AM	3	5	2
2:00 AM	3	5	1
3:00 AM	4	3	3
4:00 AM	3	13	2
5:00 AM	21	51	11
6:00 AM	61	218	29
7:00 AM	188	704	62
8:00 AM	285	762	83
9:00 AM	196	492	72
10:00 AM	205	291	57
11:00 AM	259	316	77
12:00 PM	338	368	81
1:00 PM	296	327	95
2:00 PM	362	335	97
3:00 PM	542	317	86
4:00 PM	715	351	70
5:00 PM	838	393	50
6:00 PM	551	316	63
7:00 PM	265	168	49
8:00 PM	135	127	53
9:00 PM	117	122	23
10:00 PM	77	54	10
11:00 PM	46	39	13
Daily	5530	5791	1093
		11321	
AM St Pk	285	762	83
start at	8:00 AM	8:00 AM	8:00 AM
PM St Pk	838	393	70
at	5:00 PM	5:00 PM	4:00 PM

NORTHWEST UNIVERSITY
SIGNAL WARRANT 1 - EIGHT HOUR WARRANT *continued*

COMBINATION OF CONDITIONS OPTION

WARRANT 1; CONDITION A ¹			
Hour Begin	Major Street 108th Ave NE Yr 2008 Both Approaches NB/SB	Minor Street NE 53rd St Lefts plus all of rights exiting (out)	Major Street ² ≥400? and Minor Street ³ ≥160?
0	34	4	NO
1	8	2	NO
2	8	1	NO
3	7	3	NO
4	16	2	NO
5	72	11	NO
6	279	29	NO
7	892	62	NO
8	1047	83	NO
9	688	72	NO
10	496	57	NO
11	575	77	NO
12	706	81	NO
13	623	95	NO
14	697	97	NO
15	859	86	NO
16	1066	70	NO
17	1231	50	NO
18	867	63	NO
19	433	49	NO
20	262	53	NO
21	239	23	NO
22	131	10	NO
23	85	13	NO

No. of hours when conditions met: 0
 >=8?

Warrant 1; Condition A met?

WARRANT 1; CONDITION B ¹			
Hour Begin	Major Street 108th Ave NE Yr 2008 Both Approaches NB/SB	Minor Street NE 53rd St Lefts plus all of rights exiting (out)	Major Street ² ≥600? and Minor Street ³ ≥80?
0	34	4	NO
1	8	2	NO
2	8	1	NO
3	7	3	NO
4	16	2	NO
5	72	11	NO
6	279	29	NO
7	892	62	NO
8	1047	83	YES
9	688	72	NO
10	496	57	NO
11	575	77	NO
12	706	81	YES
13	623	95	YES
14	697	97	YES
15	859	86	YES
16	1066	70	NO
17	1231	50	NO
18	867	63	NO
19	433	49	NO
20	262	53	NO
21	239	23	NO
22	131	10	NO
23	85	13	NO

No. of hours when conditions met: 5
 >=8?

Warrant 1; Condition B met?

Combination of Condition A and B met?

¹ Assumes major street speed does not exceed 40 mph nor is the area within an isolated community with a population of less than 10,000
² Based on 1 lane approach for Major Street; 108th Ave NE
³ Based on 2 lane approach for Minor Street; NE 53rd St

**NORTHWEST UNIVERSITY
SIGNAL WARRANT 2 - FOUR HOUR WARRANT**

Condition A: Major St peak volume				Condition B: Minor St peak volume			
Hour Begin	Major Street ^a	Minor Street ^b	Minor St ≥115? Warrant ^e Met?	Hour Begin	Major Street ^c	Minor Street ^d	Minor St ≥115? Warrant ^e Met?
	108th Ave NE Yr 2008 Both Approaches NB/SB	NE 53rd St Lefts plus all of rights exiting (out)			108th Ave NE Yr 2008 Both Approaches NB/SB	NE 53rd St Lefts plus all of rights exiting (out)	
17	1231	50	No	14	697	97	No
16	1066	70	No	13	623	95	No
8	1047	83	No	15	859	86	No
7	892	62	No	8	1047	83	No
18	867	63		12	706	81	
15	859	86		11	575	77	
12	706	81		9	688	72	
14	697	97		16	1066	70	
9	688	72		18	867	63	
13	623	95		7	892	62	
11	575	77		10	496	57	
10	496	57		20	262	53	
19	433	49		17	1231	50	
6	279	29		19	433	49	
20	262	53		6	279	29	
21	239	23		21	239	23	
22	131	10		23	85	13	
23	85	13		5	72	11	
5	72	11		22	131	10	
0	34	4		0	34	4	
4	16	2		3	7	3	
1	8	2		1	8	2	
2	8	1		4	16	2	
3	7	3		2	8	1	
	11321	1093			11321	1093	

^a Major Street four highest hourly volumes

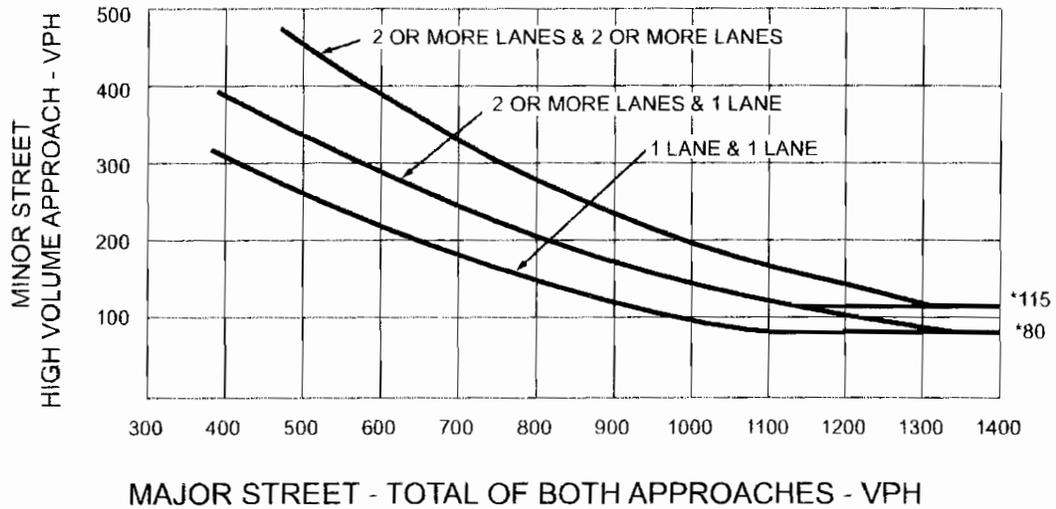
^a Minor Street four hourly volumes for the same 4 hours as the Major Street four highest hourly volumes

^c Minor Street four highest hourly volumes

^d Major Street four hourly volumes for the same 4 hours as the Minor Street four highest hourly volumes

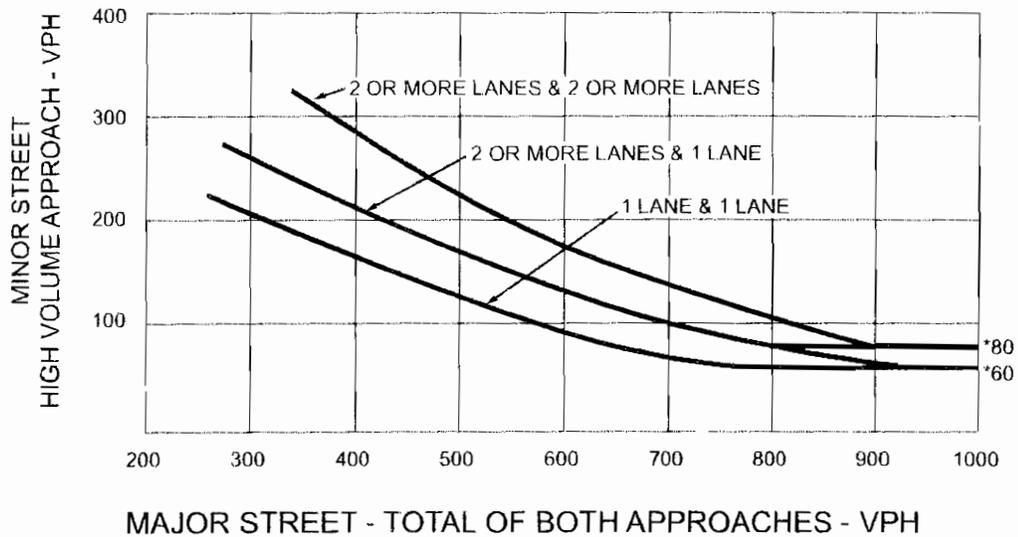
^e Per Figure 4C-1 (assumes major street speed does not exceed 40 mph nor is the area within an isolated community with a population of less than 10,000) and based on 1 lane approach for Major Street; 108th Ave NE and 2 lane approach for Minor Street; NE 53rd St

Figure 4C-1. Warrant 2 - Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor street approach with one lane.

Figure 4C-2. Warrant 2 - Four-Hour Vehicular Volume (70% Factor)
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor street approach with one lane.

**NORTHWEST UNIVERSITY
SIGNAL WARRANT 3 - PEAK HOUR WARRANT**

Condition A: Major St peak volume				Condition B: Minor St peak volume			
Hour Begin	Major Street ^a	Minor Street ^b	Minor St ≥150? Warrant ^e Met?	Hour Begin	Major Street ^c	Minor Street ^d	Minor St ≥150? Warrant ^e Met?
	108th Ave NE Yr 2008 Both Approaches NB/SB	NE 53rd St Lefts plus all of rights exiting (out)			108th Ave NE Yr 2008 Both Approaches NB/SB	NE 53rd St Lefts plus all of rights exiting (out)	
17	1231	50	No	14	697	97	No
16	1066	70		13	623	95	
8	1047	83		15	859	86	
7	892	62		8	1047	83	
18	867	63		12	706	81	
15	859	86		11	575	77	
12	706	81		9	688	72	
14	697	97		16	1066	70	
9	688	72		18	867	63	
13	623	95		7	892	62	
11	575	77		10	496	57	
10	496	57		20	262	53	
19	433	49		17	1231	50	
6	279	29		19	433	49	
20	262	53		6	279	29	
21	239	23		21	239	23	
22	131	10		23	85	13	
23	85	13		5	72	11	
5	72	11		22	131	10	
0	34	4		0	34	4	
4	16	2		3	7	3	
1	8	2		4	16	2	
2	8	1		1	8	2	
3	7	3		2	8	1	
	11321	1093			11321	1093	

^a Major Street peak hour volume

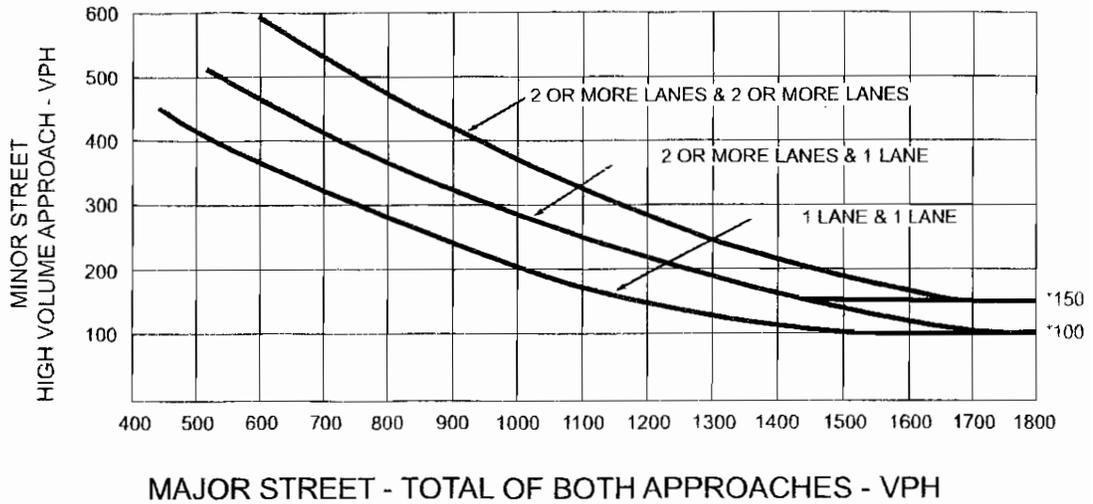
^b Minor Street hourly volume at corresponding major street peak hour

^c Major Street hourly volume at corresponding minor street peak hour

^d Minor Street peak hour volume

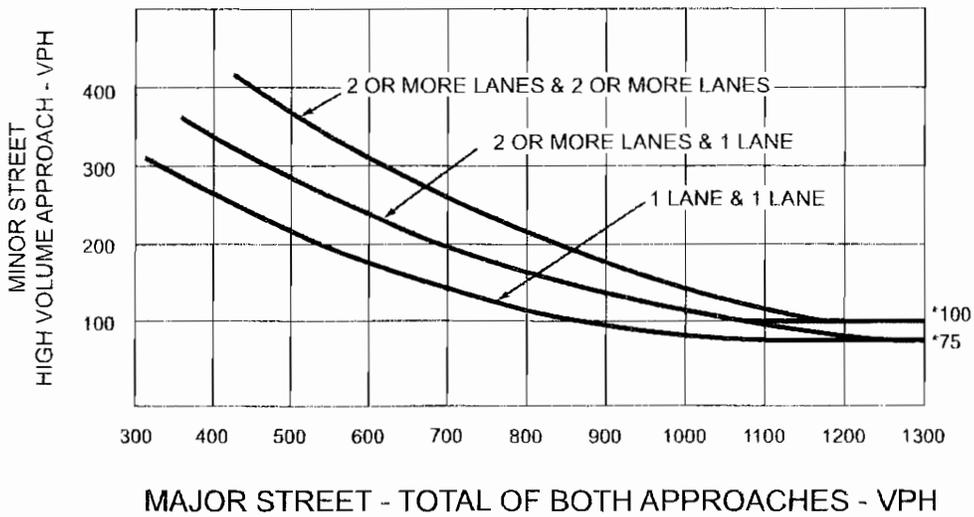
^e Per Figure 4C-3 (assumes major street speed does not exceed 40 mph nor is the area within an isolated community with a population of less than 10,000) and based on 1 lane approach for Major Street; 108th Ave NE and 2 lane approach for Minor Street; NE 53rd St

Figure 4C-3. Warrant 3 - Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with one lane.

Figure 4C-4. Warrant 3 - Peak Hour (70% Factor)
 (COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor street approach with one lane.

CITY OF KIRKLAND123 FIFTH AVENUE ● KIRKLAND, WASHINGTON 98033-6189 ● (425) 587-3000

**DEPARTMENT OF PUBLIC WORKS
MEMORANDUM**

To: Tony Leavitt, Planner

From: Thang Nguyen, Transportation Engineer

Date: December 11, 2008

Subject: NW University Seahawk Facility Expansion- Signal Warrant Analysis

This memo summarizes my review of the signal warrant analysis prepared by William Popp Associates for Northwest University.

Project Description

NW University proposed to use the vacated Seahawk Facility (also known as Building 17 on the NW University Master Plan) for administrative office. The building has a total of 45,076 square feet. Based on the trip generation information, the proposed use will generate less PM peak hour traffic than the former use.

Signal Warrants

As a condition of approval for the Northwest University Master Plan, the University is required to complete a signal warrant analysis at the intersection of 108th Avenue NE/NE 53rd Street. The University is required to install a traffic signal when both of the following conditions occur:

1. Any one of the traffic signal warrants 1, 2, 9, or 11 at the intersection of 108th Ave NE and NE 53rd Street is met.
2. The College generates 315 new daily trips through the intersection of 108th Ave NE/NE 53rd Street. These numbers shall be total cumulative additional trips above the 1995 level of 1946 trips

This is require with any new building that the college seeking a development permit or occupy on campus or those that accesses NE 53rd Street. This condition is regardless of whether the University generates more or less trip than the previous occupant. At anytime that the University meets the above conditions then they are required to signalize the intersection.

Based on the traffic data and analysis, the University does not meet the above criteria. Therefore, the University is not required to install a traffic signal at this time. Therefore, I am recommending approval of the proposed development.

95.25**Kirkland Zoning Code**

- b. One tree for each 1,000 square feet of area to be landscaped. At the time of planting, deciduous trees must be at least two inches in diameter as measured one foot above grade, and coniferous trees must be at least five feet in height.
- c. If a development requires approval through Process I, IIA, IIB or III as described in Chapters 145, 150, 152 and 155 KZC, respectively, the City may require additional vegetation to be planted along a building facade if:
 - 1) The building facade is more than 25 feet high or more than 50 feet long; or
 - 2) Additional landscaping is necessary to provide a visual break in the facade.

95.25 Buffering Standards

The chart in KZC 95.10 establishes which buffering standard applies in a particular case. The following subsections establish the specific requirement for each standard:

- 1. For standard 1, the applicant shall provide either the buffer described in subsection (1)(a) or the buffer described in subsection (1)(b) of this section:
 - a. A 25-foot-wide landscaped strip planted as follows:
 - 1) Two rows of trees, planted eight feet on center along the entire length of the buffer. No more than 50 percent of the required trees may be deciduous. At the time of planting, deciduous trees must be at least two inches in diameter as measured using the standards of the American Association of Nurserymen; and coniferous trees must be at least five feet in height.
 - 2) Shrubs, 18 inches high, planted to attain a coverage of at least 60 percent of the buffer area within two years.
 - b. A 15-foot-wide landscaped strip with a six-foot high solid screening fence; except for public utilities, the fence must be on the outside edge of this strip. For public utilities, the fence may be placed either on the outside or inside edge of the landscaping strip. The landscaped strip must be planted as follows:
 - 1) Two rows of trees, planted eight feet on center along the entire length of the buffer. No more than 50 percent of the required trees may be deciduous. At the time of planting, deciduous trees must be at least two inches in diameter as measured using the standards of the American Association of Nurserymen; and coniferous trees must be at least five feet in height.
 - 2) Shrubs, 18 inches high, planted to attain a coverage of at least 60 percent of the buffer area within two years.
- 2. For standard 2, the applicant shall provide a 15-foot-wide landscaped strip planted as follows:
 - a. Two rows of trees planted eight feet on center along the entire length of the buffer. No more than 50 percent of the required trees may be deciduous. At the time of planting, deciduous trees must be at least two inches in diameter as measured using the standards of the American Association of Nurserymen; and coniferous trees must be at least five feet in height.
 - b. Shrubs, 18 inches high, planted to attain a coverage of at least 60 percent of the buffer area within two years.



ZON08-00020 Staff Report
Attachment 8

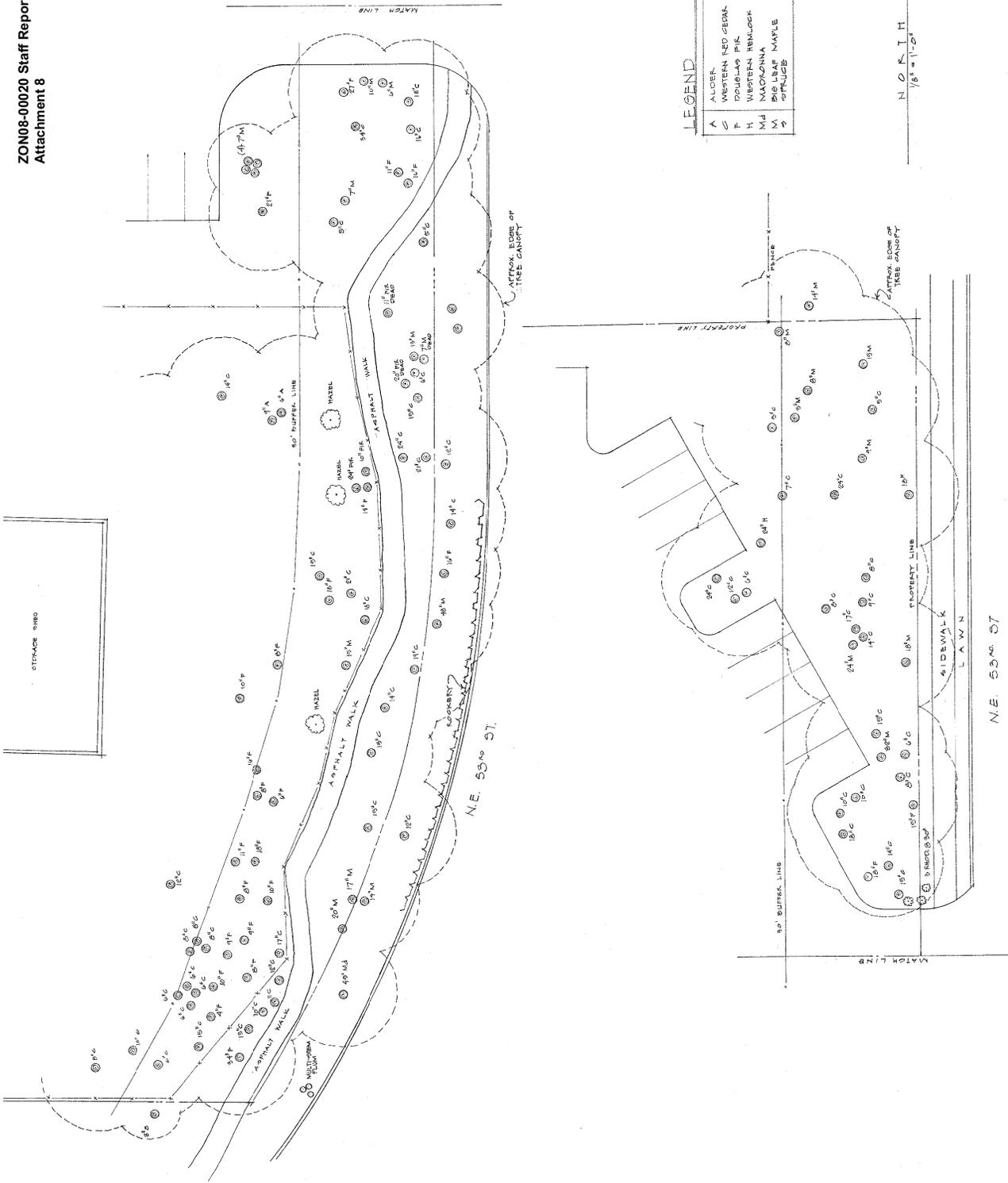
DRAWN: JLM
SHEET: 1

LANDSCAPE BUFFER
WITH GREAT LINE
EXISTING CONDITIONS

JAY A. MACRUDELL - LANDSCAPE ARCHITECT
SEATTLE, WA 98119
206-284-9532
18 WEST FULTON

NORTHWEST UNIVERSITY
ATHLETIC FIELD LANDSCAPE BUFFER

RECEIVED
NOV 03 2008



LEGEND

A	ALDER
W	WESTERN RED CEDAR
D	DOUGLAS FIR
H	WESTERN HEMLOCK
M	MADONNA
M	BIG LEAF MAPLE
F	SPRUCE

N.E. 53rd ST



MAINTENANCE AND RETENTION AGREEMENT FOR TREES AND REQUIRED LANDSCAPING

Project Name:

Address:

Parcel No:

This agreement is entered into between each undersigned owner of the real property and the City of Kirkland, in consideration of approval by the City of a permit under City of Kirkland File/Permit No. _____ for the hereinafter described real property in Kirkland, King County, Washington.

Each undersigned owner jointly and severally hereby agrees to maintain and retain the trees and other vegetation required by the City to be planted or retained on the real property described below, in accordance with the final approved landscaping plan/site plan (on file in the Kirkland Department of Planning and Community Development) throughout the life of the project, pursuant to Chapter 95 of the KZC unless written approval for removal is granted by the Kirkland Department of Planning and Community Development.

Each of the undersigned agree to defend, pay, and save harmless the City of Kirkland, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said trees and other said vegetation on said owner's property or out of the actions of the undersigned in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the negligence of the City of Kirkland, its officers, agents, or employees.

This Agreement shall be binding upon the heirs, successors and assigns of each of the undersigned and shall run with the land. This Agreement shall, at the expense of the undersigned, be recorded by the City of Kirkland with the King County Department of Elections and Records.

Failure to maintain and retain said trees and other said vegetation in accordance with this agreement may subject the undersigned to civil penalties as authorized by Chapter 95 of the KZC.

The real property owned by the undersigned and the subject property of this Agreement is situated in Kirkland, King County, Washington and described as follows:

DATED at Kirkland, Washington, this _____ day of _____, _____

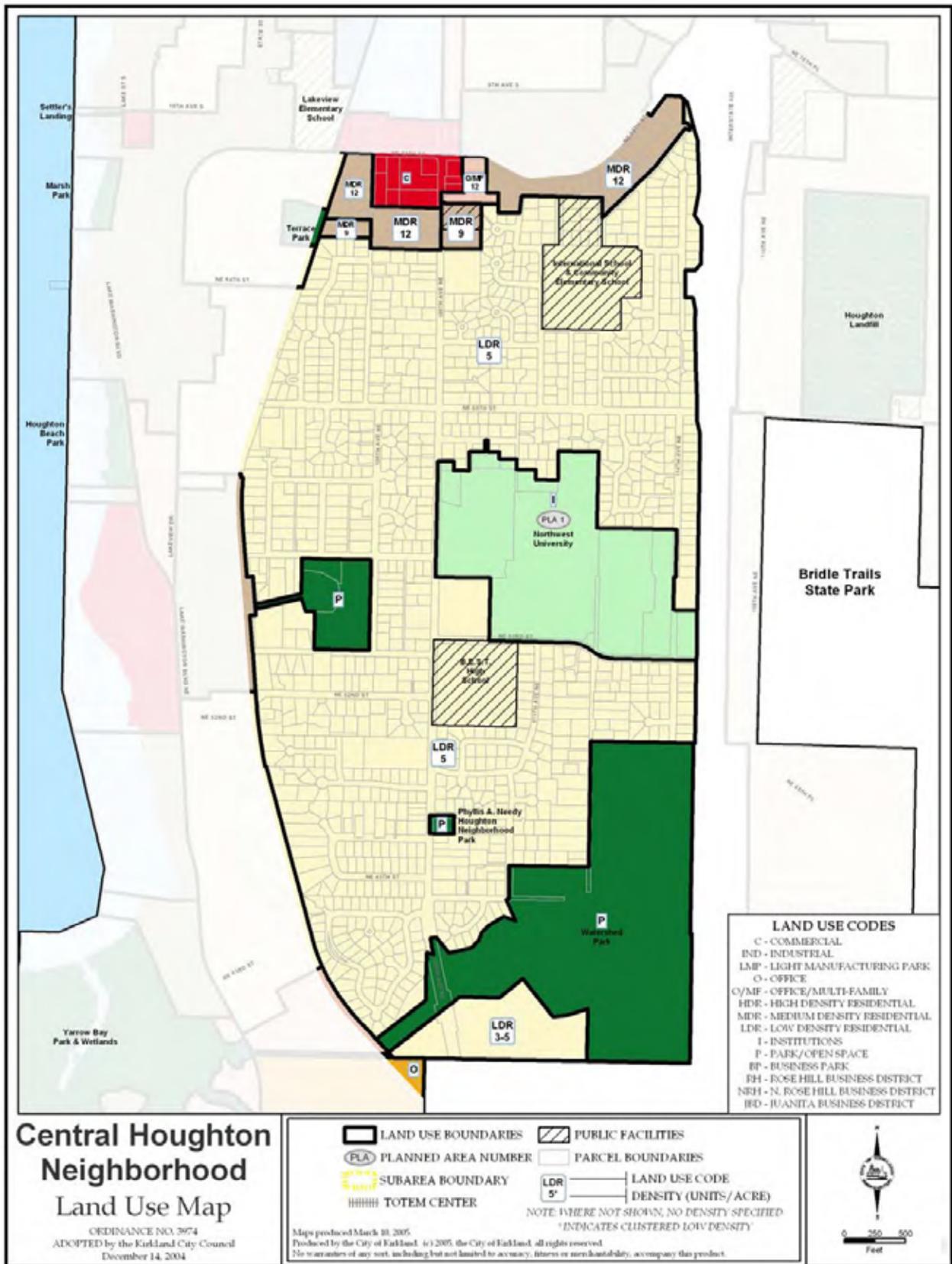


Figure CH-1: Central Houghton Land Use



Houghton Community Council

CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033 425.587-3225

www.ci.kirkland.wa.us

MEMORANDUM

To: Anne Watanabe, Hearing Examiner

From: _____
Bill Goggins, Vice-Chair, Houghton Community Council

Date: February 23, 2009

Subject: NORTHWEST UNIVERSITY CHANGE OF USE PERMIT, ZON08-00020
RECOMMENDATION OF HOUGHTON COMMUNITY COUNCIL

Recommendation to the Hearing Examiner:

After consideration of the testimony and record presented at the public hearing on File ZON08-00020 held on February 23, 2009, the Houghton Community Council (HCC) concurs with the staff analysis and recommendation of approval.

Motion – To approve this recommendation regarding the Northwest University Change of Use as written. (5 yes, 0 no).



**KIRKLAND HOUGHTON COMMUNITY COUNCIL & HEARING
EXAMINER MEETING
February 23, 2009**

1. CALL TO ORDER/ROLL CALL (6:30 PM)

Members Present: Bill Goggins~Vice-Chair, Lora Hein, John Kappler, Betsy Pringle, Elsie Weber, and Anne Watanabe ~ Hearing Examiner.

Members Absent: Kathleen McMonigal, and Rick Whitney~Chair.

Staff Present: Nancy Cox, Tony Leavitt, and Susan Hayden~Recording Secretary.

2. ANNOUNCEMENT OF AGENDA (6:31 PM)

Anne Watanabe, Hearing Examiner, opened the hearing and explained the agenda at this time.

John Kappler stated that an acquaintance was in the audience tonight. No audience members stated that it would be inappropriate for any of the Councilmembers to participate in the hearing.

The Hearing Examiner swore in audience members and staff at this time.

3. PUBLIC HEARING (6:37 PM)

A. Northwest University Change of use Permit File NUMBER ZON08-00020

Tony Leavitt, Associate Planner, presented at this time.

His presentation included the proposal, review requirements, code requirements, staff recommendations.

Mr. Leavitt responded to the Council's question regarding public comment and noticing.

The Hearing Examiner asked the Council to hold remaining questions for Mr. Leavitt until after all testimony.

Dan Neary, Executive Vice President, NW University, 5520 108th Avenue NE, Kirkland came forward to present at this time.

Mr. Neary briefly reviewed the proposed uses of this property, stating that the current application underutilizes property. He reviewed the goals for the buildings, parking lots and fields. Further uses of the property will not be ready for an application until the university has worked with neighbors including City of Kirkland. However, he views tonight's application as a small step that will lead to more extensive uses of the property.

Mr. Neary responded to the Council's questions regarding public comment and any interaction that has taken place with neighbors regarding uses of the property.

Mr. Neary responded to the Council's questions regarding renting the field out for other sports activities in the future.

Mr. Leavitt responded to the Council's questions regarding holding events on the campus.

Mr. Neary responded to question regarding parking access for the 6710 108th Avenue building.

Mr. Neary responded to the Council's questions regarding access points for parking on the west end of property.

Mr. Leavitt responded to the Hearing Examiner's questions regarding the administrative process for gathering support from the neighbors for a bubble date exception.

Mr. Neary responded to the Hearing Examiner and Council's questions regarding future plans for the property and extensive use of the bubble on the weekends.

There were no further questions. There was no further testimony on the application.

The Hearing Examiner closed the hearing at this time.

The Hearing Examiner stated that she will provide a written recommendation within eight (8) calendar days of tonight's hearing. She also stated that she requires input from the HCC before the end of the eight (8) calendar days.

Motion to prepare a letter for the Hearing Examiner that states the HCC concurs with staff's recommendations as stated in the staff report.

Moved by John Kappler, seconded by Lora Hein

Vote: Motion carried 5-0

Yes: Bill Goggins~Vice-Chair, Lora Hein, John Kappler, Betsy Pringle, and Elsie Weber.

4. **ADJOURNMENT (7:02 PM)**

RESOLUTION R-4756

A RESOLUTION OF THE CITY OF KIRKLAND APPROVING THE ISSUANCE OF A PROCESS IIB PERMIT AS APPLIED FOR IN DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT FILE NO. ZON08-00020 BY STEVE SANKEY OF NORTHWEST UNIVERSITY BEING WITHIN A PLANNED AREA 1 ZONE, AND SETTING FORTH CONDITIONS TO WHICH SUCH PROCESS IIB PERMIT SHALL BE SUBJECT.

WHEREAS, the Department of Planning and Community Development has received an application for a Process IIB permit, filed by Steve Sankey of Northwest University, representing the owner of the property described in said application and located within Planned Area (PLA) 1 zone; and

WHEREAS, pursuant to the City of Kirkland's Concurrency Management System, Kirkland Municipal Code Title 25, a concurrency application has been submitted to the City of Kirkland, reviewed by the responsible Public Works official, the concurrency test passed, and a concurrency test notice issued; and

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

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

WHEREAS, the application has been submitted to the Hearing Examiner who held a hearing thereon at her special meeting of February 23, 2009; and

WHEREAS, after the public hearing and consideration of the recommendations of the Department of Planning and Community Development, the Hearing Examiner adopted Findings, Conclusions, and Recommendation and recommended approval of the Process IIB permit subject to the specific conditions set forth in said recommendation; and

WHEREAS, the City Council, in regular meeting, considered the environmental documents received from the responsible official, together with the recommendation of the Hearing Examiner;

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

Section 1. The findings, conclusions, and recommendation of the Hearing Examiner as signed by the Hearing Examiner and filed in the Department of Planning and Community Development File No. ZON08-00020 are adopted by the Kirkland City Council as though fully set forth herein.

Section 2. The Process IIB permit shall be issued to the applicant subject to the conditions set forth in the recommendations hereinabove adopted by the City Council.

Section 3. Nothing in this resolution shall be construed as excusing the applicant from compliance with any federal, state, or local statutes, ordinance, or regulations applicable to this project, other than expressly set forth herein.

Section 4. Failure on the part of the holder of the permit to initially meet or maintain strict compliance with the standards and conditions to which the Process IIB permit is subject shall be grounds for revocation in accordance with Ordinance 3719, as amended, the Kirkland Zoning Ordinance.

Section 5. Notwithstanding any recommendation heretofore given by the Houghton Community Council, the subject matter of this resolution and the permit herein granted are, pursuant to Ordinance 2001, subject to the disapproval jurisdiction of the Houghton Community Council or the failure of said Community Council to disapprove this resolution within sixty days of the date of the passage of this resolution.

Section 6. A complete copy of this resolution, including Findings, Conclusions and Recommendation adopted by reference, shall be certified by the City Clerk who shall then forward the certified copy to the King County Department of Assessments.

Section 7. A copy of this resolution, together with the findings, conclusions, and recommendation herein adopted shall be attached to and become a part of the Process IIB permit or evidence thereof delivered to the permittee.

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

SIGNED IN AUTHENTICATION thereof this _____ day of _____, 20__.

Mayor

Attest:

City Clerk

**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: Tom Phillips, Building Services Manager

Date: March 25, 2009

Subject: AN ORDINANCE TO AMEND TITLE 21 OF THE KIRKLAND MUNICIPAL CODE EXTENDING THE EXPIRATION DATE OF BUILDING AND LAND SURFACE MODIFICATION PERMITS.

Recommendation

Staff recommends that the City Council adopt the attached Ordinance extending the expiration dates of Building and Land Surface Modifications (LSM) permits.

Background and Discussion

At the February 20th MyBuildingPermit.com management committee meeting, a representative of the Master Builders Association addressed the committee requesting that cities and counties adopt temporary ordinances that will extend building and land use permits. The representative explained that this is needed to help mitigate the impacts of the current economic downturn. Kirkland's Economic Development staff heard the same comments when they spoke with developers and commercial brokers. Extending the expiration dates will allow developers to keep their projects active for an additional year without having to start the permit process over.

In 2007 timeframes for applications and permits for building and LSM permits were increased. Currently a permit application is valid for 1 1/2 years and a residential building and LSM permit is valid for two years. A multi-family and commercial permit is currently valid for three years.

In response to the recent requests, staff has prepared an ordinance for the Council's consideration. A number of other cities and counties are also considering similar extensions. The proposed ordinance will temporarily allow a one year extension for building and LSM permits that can be applied to either the application period or to the permit, but not both. A one year extension should be sufficient to get developers through this current down turn. If not, additional extensions can be considered later. This ordinance applies to building and LSM permits applied for between September 1, 2007 and January 1, 2010, and building and LSM permits issued between January 1, 2006 and January 1, 2010. The reason to extend permits through the end of this year is to give developers a safety net and incentive for starting their projects this year.

There is a concern that there may be negative impacts to a neighbor if a house under construction is allowed to take an additional year to complete. Therefore, this proposed ordinance does not apply to houses that have already begun construction. It also does not apply to demolition permits for similar reasons.

This ordinance does not affect Land Use or Zoning permits. The Planning Department will address those permits and approvals separately.

ORDINANCE NO. 4191

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING CHAPTER 21.08 OF THE KIRKLAND MUNICIPAL CODE RELATING TO THE EXPIRATION OF BUILDING AND LAND SURFACE MODIFICATION PERMITS.

WHEREAS, the Kirkland Municipal Code establishes regulations relating to the expiration of building and land surface modification (LSM) permits and their applications; and

WHEREAS, due to the current economic downturn many developers have had to delay or suspend their building and/or LSM projects; and

WHEREAS, developers have requested temporary relief from current permit expiration regulations to keep their building and/or LSM projects active; and

WHEREAS, it is the City Council's desire to provide reasonable and temporary relief to help mitigate the impacts of the economic downturn;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. Chapter 21.06 of the Kirkland Municipal Code is hereby amended by the addition of a new Section 21.06.257 to read as follows:

21.06.257 Special provisions for permit and application extensions.

Except as provided below, building and Land Surface Modification (LSM) permits applied for between September 1, 2007 and January 1, 2010, and building and LSM permits issued between January 1, 2006 and January 1, 2010 will be granted a one year extension to their original expiration date upon request by the applicant. The one year extension will start on the original expiration date. The extension may be applied to either the application, prior to issuance or the permit after issuance, but not to both. All electrical, plumbing and mechanical permits associated with the building or LSM permit will also be extended for the same amount of time if requested by the applicant. This extension does not apply to any issued building or LSM permit associated with a single family residence or accessory dwelling unit if the construction has already begun. Extensions will not be granted for demolition work.

Section 2. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2009.

Signed in authentication thereof this _____ day of _____, 2009.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney