



# CITY OF KIRKLAND

## CITY COUNCIL

Amy Walen, Mayor • Jay Arnold, Deputy Mayor • Dave Asher • Tom Neir  
Toby Nixon • Jon Pascal • Penny Sweet • Kurt Triplett, City Manager

### *Vision Statement*

*Kirkland is one of the most livable cities in America. We are a vibrant, attractive, green and welcoming place to live, work and play. Civic engagement, innovation and diversity are highly valued. We are respectful, fair and inclusive. We honor our rich heritage while embracing the future. Kirkland strives to be a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations.*

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### AGENDA

#### KIRKLAND CITY COUNCIL MEETING

City Council Chamber  
Tuesday, November 20, 2018  
6:00 p.m. – Study Session  
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website [www.kirklandwa.gov](http://www.kirklandwa.gov). 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 (425-587-3190) or the City Manager's Office (425-587-3001) 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 425-587-3190. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

**PLEASE CALL 48 HOURS IN ADVANCE** (425-587-3190) if you require this content in an alternate format or if you need a sign language interpreter in attendance at this meeting.

**EXECUTIVE SESSIONS** may be held by the City Council only for the purposes specified in RCW 42.30.110. These include buying and selling real property, certain personnel issues, and litigation. The Council is permitted by law to have a closed meeting to discuss labor negotiations, including strategy discussions.

**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*
  - a. 2019-2020 Budget
  - b. 2019-2024 Capital Improvement Program (CIP) Update
4. *EXECUTIVE SESSION*
  - a. To Discuss Potential Litigation
5. *HONORS AND PROCLAMATIONS*
6. *COMMUNICATIONS*
  - a. *Announcements*
  - b. *Items from the Audience*
  - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
  - a. Eastside Rail Corridor Branding Update

## 8. *CONSENT CALENDAR*

**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.

**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.

### **\*QUASI-JUDICIAL MATTERS**

Public comments are not taken on quasi-judicial matters, where the Council acts in the role of judges. The Council is legally required to decide the issue based solely upon information contained in the public record and obtained at special public hearings before the Council. The public record for quasi-judicial matters is developed from testimony at earlier public hearings held before a Hearing Examiner, the Houghton Community Council, or a city board or commission, as well as from written correspondence submitted within certain legal time frames. There are special guidelines for these public hearings and written submittals.

### a. *Approval of Minutes*

(1) October 30, 2018

(2) November 7, 2018

(3) November 13, 2018

### b. *Audit of Accounts*

### c. *General Correspondence*

### d. *Claims*

### e. *Award of Bids*

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

### g. *Approval of Agreements*

### h. *Other Items of Business*

(1) Resolution R-5345, Relating to Participation in an Interlocal Agreement for Shared Use of Emergency Response Apparatus

(2) Ordinance O-4665, Relating to School Impact Fees and Amending Section 27.08.150 of the Kirkland Municipal Code

(3) Ratification of 2018-2020 AFSCME Local 1837 Collective Bargaining Agreement

(4) City Council Special Projects Reserve Use – Cow and Coyote

(5) City Council Special Projects Reserve Use – Human Services Grants

(6) Procurement Report

## 9. *PUBLIC HEARINGS*

### a. 2019-2020 Preliminary Budget

b. 2019 Preliminary Property Tax Levies

- (1) Ordinance O-4667, Establishing the Amount of Property Taxes to be Levied for the Year 2019, the First Year of the City of Kirkland's 2019-2020 Fiscal Biennium
- (2) Ordinance O-4668, Establishing the Amount of Property Taxes to be Levied for the Year 2019, to Pay the Fire District 41 Debt Service Assumed as a Result of Annexation of the North Juanita, Finn Hill, and Kingsgate Neighborhoods on June 1, 2011

*10. UNFINISHED BUSINESS*

- a. 2019-2024 Capital Improvement Program (CIP) Update
- b. Rose Hill and Bridle Trails Neighborhood Plan Update
- c. Draft Resolution Establishing a Fiscal Policy for the Department of Parks and Community Services Utilizing Tax Revenues Supplemented by Fees, Charges and Other Identified Sources to Help Recover Costs in Support of a Sustainable System That Meets Community Parks and Recreation Needs
- d. Ordinance O-4666, and its Summary, Amending Surface Water Regulations

*11. NEW BUSINESS*

- a. Kirkland Zoning Code Chapter 95 Tree Code Amendments and Canopy Analysis Updates

*12. REPORTS*

- a. *City Council Regional and Committee Reports*
- b. *City Manager Reports*
  - (1) Calendar Update

*13. ITEMS FROM THE AUDIENCE*

*14. ADJOURNMENT*

**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.

**CITY COUNCIL COMMITTEE** agendas and minutes are posted on the City of Kirkland website, [www.kirklandwa.gov](http://www.kirklandwa.gov).

**ITEMS FROM THE AUDIENCE**  
Unless it is 10:00 p.m. or later, speakers may continue to address the Council during an additional Items from the Audience period; provided, that the total amount of time allotted for the additional Items from the Audience period shall not exceed 15 minutes. A speaker who addressed the Council during the earlier Items from the Audience period may speak again, and on the same subject, however, speakers who have not yet addressed the Council will be given priority. All other limitations as to time, number of speakers, quasi-judicial matters, and public hearings discussed above shall apply.

**CITY OF KIRKLAND****Department of Finance & Administration****123 Fifth Avenue, Kirkland, WA 98033 425.587.3100****www.kirklandwa.gov**

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance & Administration

**Date:** November 8, 2018

**Subject:** 2019-2020 BUDGET STUDY SESSION #3

The November 20 study session will be a continuation of the budget deliberations from the October 30 and November 13 study sessions. Any follow-up materials requested by the City council at those study sessions will be distributed at the meeting. Key discussion items will be final direction on human services grant allocations and Juanita Beach Park playground options.

Staff will be presenting three options for the human services grant discussion:

**Option 1:** "Option B" as recommended by the Human Services Commission;  
**Option 2:** "Option B plus" as proposed by Deputy Mayor Arnold and discussed by the Council;  
**Option 3:** "Hybrid Option B plus" developed by staff in response to Council comments about sustainability of funding and coordination with the successful Proposition 1 ballot measure.

Staff is still finalizing Option 3 and will send it to Council prior to the November 20 Council meeting.

Staff has developed several options for Council consideration regarding the playground:

**Option 1:** Implement the original playground plan in the initial budget. This plan re-installs the existing equipment and does not add any new costs;

**Option 2:** Select the proposed new playground equipment concept identified by Friends of Juanita Beach and integrate the playground design in lieu of the current existing equipment. City funds \$366,000 for the project using one-time money, less any funds raised by the community;

**Option 3:** Reprioritize the Parks CIP to identify \$366,000 in CIP funds for the new accessible playground. This would also restore \$366,000 in one-time money for Council reallocation;

**Option 4:** Re-install existing equipment, but include the infrastructure necessary for a new playground. Complete a full public process to update the playground equipment and safety surface to a more inclusive standard. Budget for the new playground as part of the next budget and CIP cycle in 2021-2022.

If time allows, staff will also present the CIP update information currently listed as *Unfinished Business* on the November 20<sup>th</sup> Council agenda. The CIP update memo and supporting materials are in the Council packet under Item 10 and include a background memo on Juanita Beach Park playground options.





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**City Manager's Office**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3001**  
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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Kari Page, Senior Neighborhood Services Coordinator  
Kathy Brown, Public Works Director

**Date:** November 7, 2018

**Subject:** Eastside Rail Corridor (ERC) Regional Branding Strategy

## **RECOMMENDATION:**

City Council to:

- Receive an update on the ERC Regional Branding Strategy and provide input on the public outreach process; and
- Provide input to Deputy Mayor Jay Arnold, Kirkland's ERC Regional Advisory Council Representative.

## **BACKGROUND DISCUSSION:**

The Eastside Rail Corridor is a former rail line that stretches 42 miles, from Renton to Snohomish. The Cross Kirkland Corridor (CKC) is a 5.75 mile stretch of the Eastside Rail Corridor. In 2012, the Regional advisory Council (RAC) was formed, consisting of entities that had ownership and/or easements in the Eastside Rail Corridor. The original RAC membership was: Sound Transit, City of Redmond, City of Kirkland, Puget Sound Energy, and King County. The vision statement for the RAC is as follows:

### ***Our Vision: A Corridor for the Ages***

*Development of the corridor will enhance the mobility of our region by creating a critical north-south transportation corridor that will allow for multimodal connections, including high-capacity transit (e.g., heavy rail, light rail, or other forms of fixed guideway transportation) and non-motorized trail use. The corridor will help us integrate the pieces of our larger transportation networks. The corridor will enable key utility improvements to help meet the demands of a growing population. The corridor will expand the recreation network, creating equitable access for all residents, and benefiting generations of Puget Sound residents.*

In 2017, the RAC was expanded to include representatives from jurisdictions through which the ERC passes (the cities of Bellevue and Renton), new ERC owners (the City of Woodinville and Snohomish County), and the Eastside Greenway Alliance. These entities continue to work together to fulfill the RAC vision.

On June 6, 2017, the [Draft ERC Regional Branding Strategy](#) and a proposed regionally-shared budget was presented to the City Council. On September 5, 2017, the Council received the final [proposed ERC Regional Branding Strategy](#) (see Attachment A) and subsequently authorized up to \$9,000 from the City Council Contingency Fund for Kirkland's share of the cost of the ERC Regional Branding Strategy. The Strategy states the following goal for branding the ERC:

*Communicate the planned uses of the corridor, complement the jurisdictions' respective and shared visions and existing brands (such as the Cross Kirkland Corridor and the Redmond Central Connector), and engage the public to build momentum and excitement for the ERC.*

The City Council directed staff to work with the RAC staff team and the branding consultant to obtain input from our residents during the process and to bring the proposed name(s) for the ERC to the full Council prior to the RAC choosing a name. The City Council further asked for staff updates on milestones as the effort progresses.

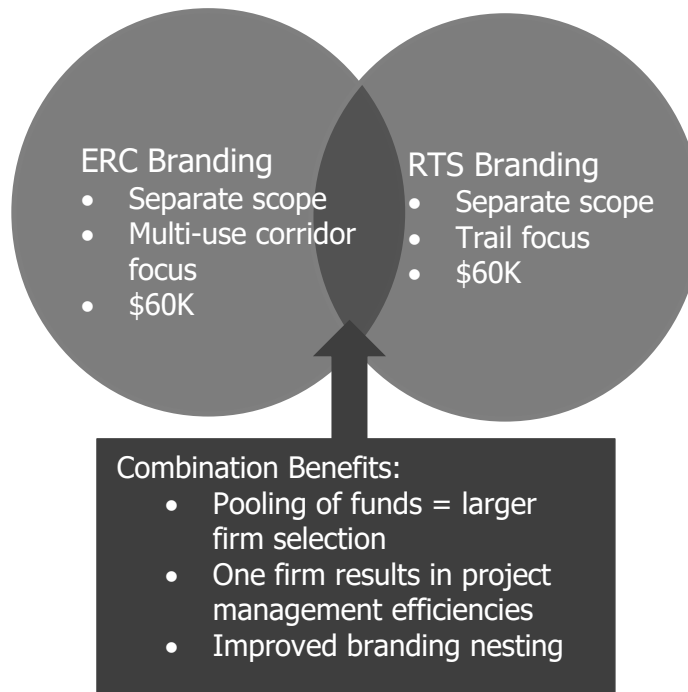
### **Milestones and Decisions**

By late 2017, all RAC members (the cities of Bellevue, Redmond, Renton, Woodinville, Kirkland; and the Eastside Greenway Alliance, King County, Sound Transit, and Puget Sound Energy) agreed to the ERC Branding Strategy and committed to their portion of the funding through a Memorandum of Understanding (MOU, see Attachment B). In early 2018, the initial ERC branding consultant search was unsuccessful in attracting viable branding consulting firms. Shortly thereafter, King County proposed to bundle the ERC Branding Strategy with a branding strategy for the Regional Trails System (RTS). At its April 5, 2018 meeting, the RAC agreed to bundle the two branding strategies into one contract.

The combined ERC and RTS Branding Strategy budget is:

- I. Eastside Rail Corridor: \$60,000 plus an additional \$15,000 contingency from the following entities:
  - o Bellevue
  - o Eastside Greenway Alliance
  - o King County
  - o Kirkland
  - o Puget Sound Energy
  - o Redmond
  - o Renton
  - o Sound Transit
  - o Woodinville
- II. Regional Trails System: \$69,000 from King County

King County provided the following graphic to illustrate the benefits of combining these efforts.



The RAC Branding MOU and shared budget remained unchanged, with the expectation that the ERC Branding Strategy would still be unique to the ERC, its geography, and the multimodal/multiuse vision.

The second consultant search was successful and the RAC staff team selected ICON, a respected branding firm headquartered in Atlanta. The contract between ICON and King County was executed in mid-August. The scope of work for the ERC and RTS Branding Strategies was further developed by King County and is provided with this memo (see Attachment C). The kickoff and first visit from ICON was August 27-29. The consultant's scope of work is summarized in Table 1, below.

**Table 1 Consultant Scope of Work and Timeline**

TASK	DESCRIPTION	DATE
1	Project Management: team coordination, meetings, facilitation, documentation, progress reporting	Ongoing
2	RTS Research, Discovery, and Audience Testing (RTS only)	
3	ERC Research, Discovery, and Audience Testing	Mid-August thru early October, 2018
4	Public Engagement Strategy for Brand Platform and Naming Options (Stakeholder input opportunities including RAC, the staff team, and selected members of the public).	RAC: October 11, 2018 meeting Regional Trails Summit: October 18
5	ERC Creative Concepts (Brand statement, 2 preliminary naming options, visual treatments and related elements).	RAC: November 29, 2018 meeting
6	RTS Brand Platform and Visual Identity (RTS only)	

7	Nesting of Brands (Incorporate existing names like the Cross Kirkland Corridor).	TBD – after November 29, 2018 RAC meeting
8	Trademarking Research Services (Ensure availability of brand elements including logo and name for the branding options).	TBD – after November 29, 2018 RAC meeting
9	Delivery of branded logo, design guidelines, application of logo on signage, sample website and cover spread for printed materials.	TBD – after November 29, 2018 RAC meeting

**The consultants are scheduled to unveil their recommended name (along with at least one backup name) for the ERC to the RAC at its November 29, 2019 meeting. As provided in the scope of work, the RAC may either pick “a preferred name, or ask for more extensive outreach to select between two or more names,” or decide not to move forward with the any of the recommended name(s).**

Note that, although the RAC provides a meaningful forum in which ERC stakeholders work collaboratively toward a common goal, the RAC does not have the authority to impose requirements (such as naming conventions or branding) on any individual owner or easement-holder. Rather, it is the goal of the RAC to come to agreement among the members on a preferred name and brand, so that RAC members that have real property interests in the Corridor may seek concurrence from their respective councils or boards on the recommended naming and branding strategies.

#### **Public Outreach Unique to the ERC and Kirkland**

The Consultant’s scope of work included four forms of public outreach:

- 1) In-person interviews with RAC members;
- 2) Live trail “intercept interviews” with trail users;
- 3) Random interviews with participants of events and at public locations; and
- 4) An e-mail survey to ERC-specific groups.

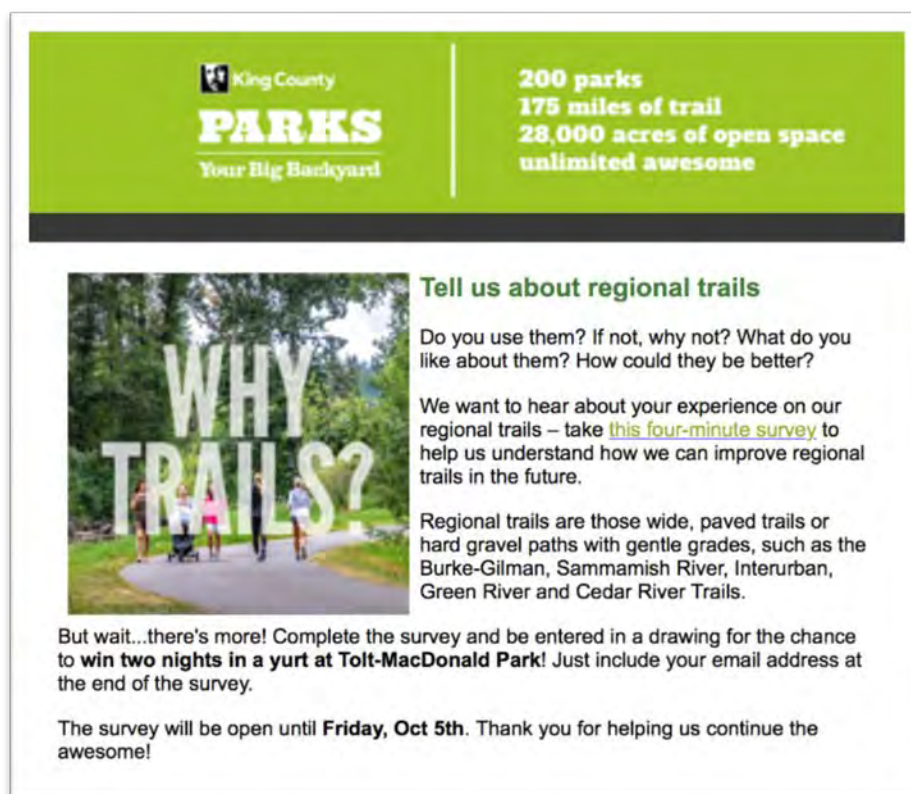
The first three forms of public outreach (interviews) involved intensive one-on-one phone and in-person conversations with RAC members, ERC stakeholders, ERC Funding Commission members, and the general public. The interviews focused on the benefits and unique characteristics of the ERC and how those should be reflected in the brand to help make the ERC successful. The consultants spent the majority of their outreach efforts on these interviews and gained a deep knowledge of the ERC. However, none of the public interviews (users or participants at public events and locations) were in Kirkland or on the Cross Kirkland Corridor.

The ERC survey process conducted by the consultant and approved by King County diverged from the adopted scope of work. The scope of work called for:

Public focused research for the RTS and ERC shall be conducted together. E-mail surveys to ERC specific groups may include 1-2 additional questions focused on awareness and perception of the ERC. In addition to the focused and aggregate analysis and summaries provided for the RTS, the Contractor shall also provide ERC-focused summaries of online surveys.

Instead, the ERC and RTS surveys were combined and sent to King County Library System card holders and other select trail (and ERC) constituents. There was no mention of ERC or RTS branding in the survey. The survey focused on why people use regional trails, how they learned about the trails, what they like best about the trails, and what would make them better. Because King County did not consult the RAC staff team about this new approach, some of the team members did not notice the e-mail survey or recognize it as the branding survey (see Exhibit 1, below). Therefore, it did not get circulated to many local groups—including Kirkland's typical communication channels.

### Exhibit 1: E-mailed invitation for the survey



Concerns surrounding the e-mail survey and its distribution caused the RAC staff team to request a re-boot of the ERC branding outreach strategy. Therefore, in early November the RAC staff team will work collaboratively to develop a new branding outreach framework with shared goals and desired outcomes. The group will identify how best to reach local stakeholders on the Eastside and within the ERC communities. The RAC staff team believes it can develop a new branding survey and conduct user interviews on the Eastside in time for the November 29 RAC meeting.

Staff anticipates the RAC will find one of the proposed names compelling enough to move forward after the November 29 meeting. The consultants will be asking RAC members to informally reach out to their fellow Council or Board members to vet the preferred name in early December. ICON believes reaching out to the public before the name and brand are developed is premature. They feel there is more to be gained by a large "roll out" of the new combined name and brand after the RAC has embraced both. The next opportunity for the RAC to view both the name and brand together is at their first meeting in January (tentatively scheduled for January 25).

**CONCLUSION:**

Following the briefing at the November 20 City Council meeting, Deputy Mayor Arnold and staff are seeking input from City Council on the ERC Branding process to date and public outreach strategy. Staff anticipates returning to Council in January or February, with an update on the branding strategy and possibly unveil the proposed name and brand.

Attachment A: ERC Branding Strategy  
Attachment B: Memorandum of Understanding  
Attachment C: ICON Scope of Work

# REGIONAL BRANDING STRATEGY for the Eastside Rail Corridor (ERC)



**At the September 2016 ERC Regional Advisory Council (RAC) meeting, ERC stakeholders reached consensus that the Eastside Greenway Alliance should coordinate efforts among stakeholders in order to move forward with rebranding the Eastside Rail Corridor.**

The ERC Principal Staff Team (PST), which includes the EGA, has developed the following process and rationale for the EGA re-brand. As proposed, the re-brand would involve and be collaboratively funded by RAC entities. The rebranding project will result in an agreed upon vision, name, and visual identity, plus directions for application of that identity, for example in signage and wayfinding.

## Why Collaboratively Develop a Regional Brand Now?

- To shape the public vision of the corridor and manage expectations during construction.  
The anticipated uses of the corridor include trail, transit, and utilities and these uses may take years to implement in the corridor. Developing a brand that communicates these uses will help to manage community expectations during the lengthy construction process as it evolves over time.
- To ensure that a new name and brand for the corridor meets all stakeholder needs and expectations.  
King County (KC) will open its first segment of the interim (gravel) ERC later this year. With long-standing agreement among the RAC entities that a new name is needed, KC must move forward with the renaming soon. This collaborative regional brand provides an opportunity for all owners, easement owners and underlying jurisdictions to develop a brand that complements the jurisdictions' respective and shared visions for the corridor and efforts to build and brand their corridor segments.
- To build momentum and buzz around the corridor – which can translate into the funding needed to build it.  
Coming together to commission a regional brand will demonstrate to potential public/private funders that the trail is a shared regional priority. A regional name will help owners – both individually and collectively – to point to cohesion, which is looked upon favorably by funders.
- To build public and corporate support.  
The rebrand process will include engaging the public along the way. This will serve as an opportunity to educate the business community, community leaders and residents about development of the corridor. Lack of a brand allows others to continue to perceive the project as not real or too distant to warrant attention or to shape public perception of the corridor in ways that don't support the shared vision.

## What Must the Regional Brand Communicate?

- The multi-use vision of the corridor, including trail, transit, and utilities
- The regional significance of the corridor as a destination for economic development
- Its opportunity to promote recreational tourism
- The transportation, recreation, public health, and environmental benefits of the corridor
- The accessibility of the facility to all users
- That the corridor is part of the King County Regional Trails system, and that the Cross Kirkland Corridor and Redmond Central Connector are nested brands and segments within the corridor
- Potentially other issues, identified by the consultant and the stakeholders during "discovery" project phase.

## How will the Regional Brand be Funded?

Using a scope of work developed in consultation among the PST, and cost estimates provided by three branding

Contact Alliance Co-Leads: Vicky Clarke at Cascade Bicycle Club & Grace Bergman at The Trust for Public Land  
Vickyc@cascade.org, (360) 731-4467 // Grace.Bergman@tpl.org, (206) 274-2912



consultants, the EGA estimates needing a base contract of \$60,000, with an additional \$15,000 contingency available. This totals \$75,000 to fund the project among ERC stakeholders, including corridor owners, easement owners, adjacent jurisdictions, and the EGA. Attached is a method for allocating a percentage of the branding fee to each stakeholder. The funding breakdown is based upon per mile ownership; per mile stakeholder jurisdiction at a reduced percentage per mile; and easement holder and non-owner percentages.

### How and When will the Regional Brand Be Developed?

The EGA recommends hiring a branding consultant to develop the brand at the direction of and in close collaboration with project funders and RAC members. The following process has been developed in collaboration with the PST and in consultation with several Puget Sound area and national brand consulting firms. The branding effort is estimated to take around six months from the date of contract execution. The goal is to begin the work as soon as funding is in place and RAC member entities have communicated and committed resources commensurate with their level of interest in participating in the project.

1. The project will begin with posting an RFP on King County's website and will follow public procurement requirements.
2. Following procurement guidelines, a scoring group of 5-7 PST Members, limited to one member per agency or organization, shall be identified and will meet to review received proposals and select firms for interviews.
3. The scoring group will then interview, score and rank the proposers against the previously agreed upon scoring criteria that was published in the original RFP.
4. The proposer will then work with the PST to prepare a scope of work not to exceed \$60,000. With the help of the proposer, the branding expert, that scope will identify appropriate forums for input by the RAC, the PST and the public.
5. The scope will then be presented to the RAC for approval.
6. Pending RAC approval, King County will proceed to contracting.
7. The branding firm will then execute the agreed upon scope. The EGA, in close coordination with King and the scoring group, will be the primary point of contact with the branding agency. King County will also designate someone responsible for administering the contract and invoicing.
8. The RAC will be the final decision maker on all branding materials.

### Anticipated Deliverables

1. Name for the corridor
2. Summary Vision statement, such as a tag line, to capture the vision of the corridor for the general public (this vision statement is not intended to replace the RAC vision)
3. Branded logo, including applications at different scales
4. Design guidelines demonstrating the application of brand identity on
  - a. All applicable trail signage (kiosks, informational signage, wayfinding signage, and other small signage as determined by the consultant in coordination with the branding subgroup)
  - b. A website and electronic newsletters
  - c. Brochures and print materials



**EXHIBIT B**

**BRANDING FUNDING STRATEGY  
for the Eastside Rail Corridor (ERC)**





## Branding Funding Strategy

Agency	Miles	% share	Total Money suggested	Base Sum (80%)	Contingency (20%)	Notes
OWNERS- 100% COST OF THEIR PERCENT MILEAGE MINUS CITY AND EASEMENT HOLDERS						
KC	15.8	32.14568	\$24,109.26	\$19,287.41	\$4,821.85	Note, also an easement holder
ST	1.1	2.23799	\$1,678.49	\$1,342.79	\$335.70	
Kirk	5.75	11.69859	\$8,773.94	\$7,019.15	\$1,754.79	
Red	3.9	7.934693	\$5,951.02	\$4,760.82	\$1,190.20	
	26.55	54.01695	\$40,512.71	\$32,410.17	\$8,102.54	
STAKEHOLDER CITIES, AS NON-OWNERS OR OWNERS OF NON-RAILBANKED AREAS BEAR 40% OF THE COST OF THEIR PERCENT MILEAGE						
Bellevue	7.5	11.29944	\$8,474.58	\$6,779.66	\$1,694.92	Mileage percentage x .4
Renton	2.5	3.766478	\$2,824.86	\$2,259.89	\$564.97	Mileage percentage x .4
Wood	2.6	3.917137	\$2,937.85	\$2,350.28	\$587.57	
	12.6	18.98305	\$14,237.29	\$11,389.83	\$2,847.46	
EASEMENT HOLDERS BEAR 10% OF COST OF BRANDING						
PSE	29.15	10	\$7,500.00	\$6,000.00	\$1,500.00	Not an owner, but interest over whole corridor
ST	29.15	10	\$7,500.00	\$6,000.00	\$1,500.00	Same interest as PSE plus interest as an owner (above)
		20	\$15,000.00	\$12,000.00	\$3,000.00	
OTHER						
EGA	29.15	7	\$5,250.00	\$4,200.00	\$1,050.00	
Total	100		\$75,000.00	\$60,000.00	\$15,000.00	



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between King County Parks and Recreation Division ("King County"), the City of Bellevue, the City of Kirkland, the City of Redmond, the City of Renton, the City of Woodinville, Puget Sound Energy, Sound Transit and the Eastside Greenway Alliance (hereinafter referred to individually as "Party" or collectively as "Parties") to establish funding commitments for a cooperative regional branding effort for the Eastside Rail Corridor.

## RECITALS

WHEREAS, at its September 2016 meeting, the Eastside Rail Corridor (ERC) Regional Advisory Council (RAC) reached consensus to move forward with rebranding the Eastside Rail Corridor;

WHEREAS, the RAC Principal Staff Team (PST), has developed a collaborative regional process and rationale for rebranding the ERC ("Project");

WHEREAS, the Project provides an opportunity for the Parties to develop a brand that promotes the shared vision for the corridor and aligns well with efforts to build and brand corridor segments;

WHEREAS, all other protocols and responsibilities for management of the Project are outlined in Exhibit A;

WHEREAS, the Parties recognize the benefit of sharing costs for the Project and wish to divide those costs proportionately between the Parties, according to proportionate ownership or stake in the corridor, as outlined in Exhibit B attached hereto;

WHEREAS, the Parties identify King County as lead agency for contract procurement and administration;

WHEREAS, the Cities of Bellevue, Kirkland, Redmond, Renton, and Woodinville are non-charter optional municipal code cities incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of their citizens and for other lawful purposes;

WHEREAS, Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties;

WHEREAS, King County has the authority to enter into this Agreement pursuant to the King County Charter;

WHEREAS, Puget Sound Energy, Inc. is a Washington corporation ("PSE");

WHEREAS, the Eastside Greenways Alliance ("EGA") is an alliance of non-profit organizations to advance the planning, funding, design, construction and use of the ERC;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to set forth the mutual rights, responsibilities and obligations of the Parties related to the funding of the Project.

2. DURATION OF THE AGREEMENT

This Agreement is effective upon execution by the Parties and shall remain in effect until the Parties have paid King County in full for their share of the Project costs, in accordance with the payment provisions of Section 3.3 unless terminated sooner, as provided herein. The Parties anticipate the Project will be completed by June 30, 2018.

3. RESPONSIBILITIES

3.1. Lead Agency. King County shall act as the lead agency for the Project. Except as otherwise provided herein, King County shall be responsible for procurement and contract management, completion of the Project, and records maintenance for the Project.

3.2. Invoicing. King County shall submit to each Party one invoice for their respective proportionate shares of the Project's consultant fees for reimbursement to King County Parks and Recreation Division. King County shall bill the Parties for their individual shares within 30 days of receipt of the final invoice from the Consultant.

3.3 Payment. The Parties shall each reimburse King County for their share of the Consultant costs for the Project, according to the individual proportionate amounts indicated for each Party, including contingency, as shown in Exhibit B. Payments shall be sent to the address noted on the invoice within 30 days of receipt.

3.4 Costs. Costs depicted in Exhibit B are estimated in good faith by the Parties. King County shall monitor Consultant invoicing and adherence to the established scope of services. In the event that the Parties agree to an increase in scope or Consultant costs, King County shall negotiate an amendment to the Consultant contract in accordance with the direction unanimously agreed by the Parties. The amended increased costs shall then be proportionately shared amongst the Parties and added to the reimbursement obligations for each Party under Subsection 3.3, in accordance with proportionate shares established in Exhibit B.

4. WITHDRAWAL OF A PARTY FROM THIS AGREEMENT

4.1 Withdrawal of Party. Each Party, with the exception of the Lead Agency, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice to the Lead Agency and all other Parties not less than fifteen (15) calendar days prior to the effective date of termination. The withdrawing Party shall remain responsible for its share of the Consultant cost incurred up through the date of its effective

withdrawal from this Agreement. In the event of a withdrawal by a Party, this Agreement shall terminate as to that Party but shall continue in effect with respect to the remaining Parties.

4.2 King County Funding and Termination for Non-Appropriation. Performance of any work undertaken by King County pursuant to this Agreement in advance of receiving reimbursement by the Parties beyond the current appropriation year is conditioned upon the appropriation by the King County Council of sufficient funds to support the performance of the Work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.

## 5. NOTICES

Any notice required to be given by any Party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, addressed to the following:

CITY OF BELLEVUE Attn: Camron Parker Parks & Community Services P.O. Box 90012 Bellevue, WA 98009-9012	CITY OF KIRKLAND Attn: Kari Page Public Works Dept. 123 5th Ave. Kirkland, WA 98033	CITY OF REDMOND Attn: Carolyn Hope Parks and Recreation Dept. PO Box 97010 MS: 4NPK Redmond, WA 98073-9710
CITY OF RENTON Attn: Cailin Hunsaker Community Services Dept. 1055 S. Grady Way Renton, WA 98057	CITY OF WOODINVILLE Attn: Kellye Mazzoli Executive Department 17301-133rd Avenue NE Woodinville, WA 98072	EASTSIDE GREENWAY ALLIANCE Attn: Grace Bergman The Trust for Public Land 901 5 <sup>th</sup> Avenue, Suite 1520 Seattle, WA 98164
KING COUNTY Attn: Erica Jacobs Parks and Recreation Division 201 S. Jackson Street Ste. 700 Seattle, WA 98104-3855	PUGET SOUND ENERGY Attn: Sharmila Swenson 355 110th Avenue NE, EST-011W Bellevue, WA 98004	SOUND TRANSIT Attn: Luke Lamon 401 S. Jackson St. Seattle, WA 98104

All notices issued under this Agreement shall be deemed received on the second business day after being deposited in the United States mail, or if personally delivered, at the time they are actually hand delivered to the addressee(s). Each Party may change its notice address set forth in this section by giving notice of a new address to the other Parties in accordance with this section.



## 6. GENERAL LEGAL PROVISIONS

6.1. Compliance with Laws. King County shall comply with all applicable federal, state, and local laws, regulations, and ordinances applicable to the work and services performed under this Agreement.

6.2. Parties. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any Party or any Party's Contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Parties.

6.3. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

6.4. Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

6.6. No Third-Party Beneficiaries. This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

6.7. No Waiver. Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

6.8. Entire Agreement. This Agreement shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.

6.9. Interpretation. This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

6.10. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.



6.11. Hold Harmless and Indemnification. To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) caused by or arising out of any negligent act or omission or willful misconduct of the Party's performance under this Agreement. The provisions of this subsection shall survive and continue to be applicable to any Party exercising the right of termination pursuant to Section 4.

The Parties have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

KING COUNTY PARKS AND RECREATION  
DIVISION

By: Kevin Brown 3/5/18  
Kevin Brown, Director Date

APPROVED AS TO FORM:

By: Barbara Klemm 3/1/18  
Prosecuting Attorney's Office Date

CITY OF BELLEVUE

By: Patricia Foran 11-7-17  
Director,  
Parks & Community Services Date  
APPROVED AS TO FORM:

CITY OF KIRKLAND

By: Kurt Triplett 10/4/17  
Kurt Triplett, City Manager Date

APPROVED AS TO FORM:

By: Stephanie Croll 10/5/2017  
Office of the City Attorney Date

CITY OF RENTON

By: Denis Law 12/4/17  
Denis Law, Mayor Date

Attest: Jason A. Seth 12/4/17  
Jason A. Seth, City Clerk

APPROVED AS TO FORM:

By: Shane Moteney  
Office of the City Attorney Date



CITY OF REDMOND

By: John Marchione 10/10/17  
John Marchione, Mayor Date  
APPROVED AS TO FORM:

By: Shirley 10/10/17  
Office of the City Attorney Date

CITY OF WOODINVILLE

By: Brandon Buchanan 10/19/17  
Brandon Buchanan, City Manager Date

APPROVED AS TO FORM:

By: Mike 10/20/17  
Office of the City Attorney Date


PUGET SOUND ENERGY

By:  11/8/17  
Sharmila Swenson, Date  
Manager Local Government Affairs and  
Public Policy

APPROVED AS TO FORM:

By:  12/12/17  
Attorney Date

EASTSIDE GREENWAY ALLIANCE

By:  12/18/17  
Nelson Matthews, Date  
Northwest Land Conservation Director  
(On behalf of the Eastside Greenway Alliance)

APPROVED AS TO FORM:

By:  12/27/17  
Attorney Date

SOUND TRANSIT

By:  9/29/17  
Ric Ilgenfritz, Date  
Executive Director  
Planning, Environment and Project  
Development Date

APPROVED AS TO FORM:

By:  9/28/17  
Attorney Date

**EXHIBIT A**

**REGIONAL BRANDING STRATEGY  
for the Eastside Rail Corridor (ERC)**

## **Scope of Work**

### **Background**

This scope of work is for two separate but overlapping branding efforts. Branding effort Number One (1) will be referred to as the Regional Trails System in King County Branding Effort or (RTS) and Branding Effort Number Two (2) will be referred to as the Eastside Rail Corridor Branding Effort (ERC).

### **Goals of the Branding Effort**

King County and regional partners first seek to gain a better understanding of our existing trails constituency, demographics, and usage patterns, and then to identify segments of the community we are not reaching effectively; identify gaps in awareness and understanding of the regional trails; and identify reasons for barriers existing in use of the trails. King County Parks and our regional partners would also like to learn what branding, outreach and promotion measures have been effective for other trails nationally or internationally and to use lessons learned from a best practices information gathering effort to inform our own strategies.

In addition to the understanding developed for trail use described above, background for the ERC branding process will also consider the importance of the ERC in its unique geography, and the unique importance of the ERC's multi-use/multi-purpose character.

Insights from user and stakeholder research will form the basis of branding efforts for the RTS and ERC.

Goals for the RTS branding effort include:

#### **An identity that**

- a) Shall be used in the real-world context of the multi-use trails system, as well as for marketing and communications to a variety of stakeholders.
- b) Reflects the vision of the trails system, and inspires the public and corporate community to advocate for development.
- c) Reflects the nesting characteristics (local trails, regional trails, mobility connections, etc.) of the system including the regional nature of the overall system, the already branded trails (Burke Gillman, Cedar River, etc.), and ownership by different jurisdictions (Cross Kirkland Corridor or the 520 trail).
- d) Is relevant to the target audience.

- e) Resonates with audience segments.
- f) Motivates new users and creates a positive emotional response.
- g) Is memorable and easily understood.
- h) Can be easily implemented and integrated into existing efforts.
- i) A process that builds trust and fosters a sense of ownership with the public.

For the Eastside Rail Corridor the Brand must ALSO Communicate:

- a) The multi-use vision of the corridor, including trail, transit, and utilities
- b) The regional significance of the corridor as a destination and associated opportunities for economic development
- c) Its opportunity to promote recreational tourism
- d) The transportation, recreation, public health, and environmental benefits of the trail
- e) The accessibility of the facility to all potential users
- f) That there will be nested brands, including the Cross Kirkland Corridor, Redmond Central Connector, and possible other future named segments.

Other issues or opportunities identified by the Contractor and the stakeholders during the “discovery” project phase may also inform the goals for both branding efforts.

## **Task 1      Project Management**

The Contractor shall organize, manage and coordinate the disciplines required to accomplish the work. The Contractor shall coordinate its work with efforts performed by County staff, and other consultants or contractors. The Contractor shall provide project management and contract administration services to facilitate efficient progress.

Project Management services shall include, but not be limited to:

- 1) Project team management and coordination
- 2) Meeting organization, facilitation and documentation
- 3) Quality assurance/Quality control
- 4) Progress reporting that includes: a status update, description of work accomplished, percent complete by segment and comparison of planned vs. actual schedule.

- 5) Schedule updates
- 6) Meeting agendas, minutes, and notes, with revisions as required
- 7) Project initiation and kickoff meetings
  - a. Contractor shall attend and facilitate kickoff meetings with the core management teams for the RTS and ERC branding efforts (2 separate meetings). Meetings shall include project overview, and initial deep dive Contractor-facilitated information gathering session.
  - b. Contractor shall attend an orientation site visit (one day, planned and implemented by County)

**Deliverables:**

- Progress Reports
- Meeting agendas and minutes
- Schedule Updates
- Kickoff meeting summaries

**Assumptions**

- Contractor team leads will attend key events in King County including meetings described in scope item tasks **2.2, 2.4, and 3.1**, as described below.
- Contractor and County will coordinate travel dates.
- Trips from Atlanta to Seattle are anticipated to include three workdays.

**Task 2. Regional Trail System (RTS) Research, Discovery, and Audience Testing**

The Contractor shall complete research and audience testing to support the branding efforts for the RTS and ERC consistent with the description of the overall project goals, above. Research related to regional trails shall include appropriate audiences for both the RTS and ERC, with a focus on the importance of regional trails, the regional trails system, and the trail component of the ERC development.

Regional trail research shall include a strategy to document:

- How aware people are of the trails system
- What their current perceptions are, if any
- What they'd like to see the system become, and what role they imagine it could play in their lives
- What opportunities exist

Activities in this task include:

**Task 2.1** Establishment, chartering, and facilitation of a “Why Trails” work group.

This group will consist of city, non-profit, King County elected, Regional Trails Steering group and other members. This group will have the opportunity to provide input into product development. The King County team, with input from the Contractor, will select, charter and manage this group, including developing a clear understanding of roles, responsibilities, and schedule. Likely activities of this group include:

- Review of survey questions (and provide visibility for survey)
- Participate in a Contractor-facilitated deep dive work group session
- Review of summary report
- Work Group review of products (platform, brand, name etc.)
- Work Group attend summit and participate in session

**Task 2.2** Contractor-facilitated deep dive work session.

This activity will include a meeting with the “Why Trails” work group. County is responsible for scheduling, location, and meeting logistics. Contractor shall facilitate and document meeting, during the first, “kick-off” trip.

**Deliverables:**

- Meeting plan including facilitation overview
- Meeting summary.

**Task 2.3** Public-Focused Research

This task includes the collection, documentation, and synthesis of research from representative groups of trail users and King County residents. Contractor shall develop a research plan and provide research tools including on-line survey, research questions, and others as described in the plan. County is responsible for the distribution and implementation of research activities, and collection of raw data (with the exception of online survey tool). Contractor is responsible for documentation and analysis of all research data. Activities will include:

- Trail user intercepts: up to 30, 2-3 minute live interviews with current trails users. County to perform interviews and provide data to Contractor.
- In-person interviews: up to 50 interviews with random participants at events and public locations, with the intent to include a roughly representative sample of county residents. County to perform interviews and provide data to Contractor.



- A 2-minute, 10-question email survey sent to the list of all King County public library system cardholders and other targeted email lists provided by the County. Contractor to provide draft and final survey questions, set up and manage on-line survey tool, and email requests to participate. County to provide email lists.

#### Task 2.4 Creative Brief

Contractor shall develop a creative brief for the RTS based on a synthesis of the research described above. The brief shall include key insights into public and stakeholder attitudes and values, and provide sufficient conceptual understanding of the RTS context to serve as the basis for developing the brand platform, naming, and visual treatment for the RTS branding tasks, below.

#### **Deliverables:**

- Research plan
- In-person interview guide
- Email survey and tabulation tool (including full raw results to be provided to County in Microsoft Excel format). Survey tool shall be structured to allow separate tracking of results from separate email lists, as well as aggregated totals. Separate results shall be provided for up to 10 sub-sets of participants.
- Interview transcripts and recordings will be available (up to 80)
- Draft and final creative brief for RTS.

### **Task 3. Research, Discovery and Audience Testing (ERC)**

#### Task 3.1 Stakeholder research

The Contractor will conduct research with ERC stakeholders including the primary marketing team, RAC members, and selected key stakeholders:

- One, 90-minute in-person deep dive Facilitated session with RAC (and maybe others). This session will occur at the October 11<sup>th</sup> RAC meeting.
- A series of 30 minute phone interviews may also be necessary with RAC members identified by the County.
- Recordings, transcripts and summary to be provided by Contractor, in cooperation with the official note taker at the RAC meeting.

#### Task 3.2 ERC public-focused research

Public focused research for the RTS and ERC shall be conducted together, generally as described in Task 2.4. Email surveys to ERC-specific groups may include 1-2 additional questions focused on awareness and perception of the ERC. In addition to the focused and aggregate analysis and summaries provided for the RTS, the Contractor shall also provide ERC-focused summaries of online surveys.

### **Task 3.3 Creative Brief**

Contractor shall develop a creative brief for the ERC based on a synthesis of the research described above. The brief shall include key insights into public and stakeholder attitudes and values, and provide sufficient conceptual understanding of the ERC context to serve as the basis for developing the brand platform, naming, and visual treatment for the ERC branding tasks, below.

#### **Deliverables:**

- Research plan for ERC
- Email survey and tabulation tool for ERC-specific email lists (including full raw results to be provided to County in Microsoft Excel format). Survey tool shall be structured to allow separate tracking of results from separate email lists, as well as aggregated totals. Separate results shall be provided for up to 5 sub-sets of participants.
- Interview transcripts or recordings (up to 15)
- Draft and final creative brief for ERC.

### **Task 4. Public Engagement Strategy for Brand Platform and Naming Options (ERC)**

Based on research completed in Task 3, Contractor shall document and refine the public engagement strategy for validating the research insights and creative brief for the ERC. The memo shall clearly identify opportunities for input from stakeholders including the RAC, the PST, selected members of the public, and other stakeholders. The memo shall address the pros and cons of a publicly-focused process (for example an online survey open to the general public) in the process to select between different options for ERC naming and branding.

**Deliverable::** Draft and final outreach strategy memo (maximum 5 pages)

### **Task 5. Creative Concepts (ERC)**

Contractor shall develop draft and final creative concepts, including brand statement, naming, visual treatments, and related elements (for example tagline). The process to

validate and select preferred concepts between draft and final shall be consistent with the approved public engagement strategy developed under Task 4.

#### Task 5.1 Draft Naming and Brand Statement

Contractor shall develop a minimum of 2 preliminary naming options for the ERC, with supporting information providing a rationale that ties the names to the research and goals for the brand. Naming process shall include:

- Audit of all competitor/industry names
- Creative development of names, which typically generates between 300-500 names across 4-6 general categories
- Short list development
- Linguistic testing, involving how names are pronounced and understood by speakers of a few different romance/Western languages
- Preliminary USPTO searches
- URL searches and 2 recommendations per brand name

Preliminary naming options shall be accompanied by a branding statement articulating the proposed names to the creative brief.

Contractor shall present preliminary names and brand statements to the core team for review and comment. Contractor is encouraged to present more than 2 options for initial review, with the understanding that a minimum of 2 draft name options are required for review by the RAC, and that one or more preliminary name options may be rejected by the core team. Based on core team feedback, Contractor shall revise preliminary drafts to prepare a minimum of 2 and maximum of 4 draft naming options for review by the PST and RAC.

Contractor shall prepare a presentation of the Draft naming options for review with the RAC in a meeting to be scheduled post review of the creative brief, and shall be responsible for presenting proposed naming and facilitating a discussion with the RAC to identify either:

- a. A preferred name, or
- b. A more extensive outreach process to select between more than one naming option.

If a more extensive process for selecting between two names is selected, County and Contractor shall coordinate to determine if process is within the agreed contract scope, or would require a Contract Amendment to the Scope of Work.

## Task 5.2 Final Name and Brand Statement

Based on the process for selecting a preferred name developed in Task 5.1, Contractor shall finalize a name and associated branding statement. County shall be responsible for communicating final selection to the PST and RAC.

## Task 5.3 Visual Treatments for the Brand

Contractor shall develop draft and final logo treatments, associated brand elements, usage guidelines and application examples.

### **Deliverables:**

- Branded logo, including applications at different scales
- A 10 to 12 page design guidelines demonstrating the application of brand identify on all applicable trail signage (kiosks, information signage, wayfinding signage, and other small signage as determined by the Contractor in coordination with the RAC)
- Application of the brand on the first page of a sample website and a cover and one spread of print materials.
- High resolution electronic version of the branded examples and any variations as editable native working files. Contractor will provide working source files, not production ready, final files.

## **Task 6. Brand Platform and Visual Identity (RTS)**

Task 6 for the Regional Trails System will be similar to and coordinated with Task 5. Contractor shall develop draft and final creative concepts, including brand statement, naming, visual treatments, and related elements (for example tagline).

### Task 6.1 Draft Naming and Brand Statement

Contractor shall develop a minimum of 2 preliminary naming options for the RTS, with supporting information providing a rationale that ties the names to the research and goals for the brand. Naming process shall include:

- Audit of all competitor/industry names
- Creative development of names, which typically generates between 300-500 names across 4-6 general categories
- Short list development
- Linguistic testing, involving how names are pronounced and understood by speakers of a few different romance/Western languages
- Preliminary USPTO searches
- URL searches and 2 recommendations per brand name

Preliminary naming options shall be accompanied by a branding statement articulating the proposed names to the creative brief.

Contractor shall present preliminary names and brand statements to the core team for review and comment. Contractor is encouraged to present more than two options for initial review, with the understanding that a minimum of two draft name options are likely to be required for associated stakeholder review and final selection, and that one or more preliminary name options may be rejected by the core team. Based on core team feedback, Contractor shall revise preliminary drafts to prepare a minimum of 2 and maximum of 4 draft naming options for review by the Why Trails group. Contractor shall prepare and participate in a presentation of the initial naming and brand statements to the Why Trails group, and revise concepts based on feedback from the core team and Why Trails group. Contractor shall also conduct 2-3 small group screen share sessions with selected email survey participants to share strategy and names.

Contractor shall prepare a presentation of the Draft naming options incorporating feedback from outreach above. In coordination with County, Contractor shall develop an interactive survey tool to collect feedback. County shall be responsible for any costs associated with technology rental and/or set-up to accomplish live tracking and display of results.

#### Task 6.2 Final Name and Brand Statement

Based on the feedback from the core team, Why Trails group, and Regional Trails summit, Contractor shall finalize a name and associated branding statement for the RTS. Contractor shall work with County to develop a rollout strategy for the naming. County shall be responsible for implementing the strategy to communicate the selected name to stakeholders.

#### Task 6.3 Visual Treatments for the Brand

Contractor shall develop draft and final logo treatments, associated brand elements, usage guidelines and application examples.

#### **Deliverables:**

- Branded logo, including applications at different scales
- A 10 – 12 page design guidelines demonstrating the application of brand identify on all applicable trail signage (kiosks, information signage, wayfinding signage, and other small signage as determined by the Contractor in coordination with the County)
- Application of the brand on the first page of a sample website and a cover and one spread of print materials.

- High resolution electronic version of the branded examples and any variations as editable native working files. Contractor will provide working source files, not production ready, final files.

### **Task 7      Nesting of Brands (Combined)**

The Contractor shall develop “nesting” concepts that accommodate the need for both the RTS and ERC branding to incorporate existing names and brands as sub-brands of the umbrella identity developed as part of this scope.

Contractor shall work with RTS and ERC teams to help devise a nesting nomenclature for terms such as: Regional, local, city, owner, corridor. Develop nesting structure that helps residents understand:

1. The network,
2. The trail,
3. The jurisdiction, and
4. Other partners (non-profits, companies etc.)

**Deliverable:** Nesting and Nomenclature guide

### **Task 8      Trademarking Research Services (Combined)**

The Contractor shall conduct trademark research to ensure the availability of brand elements including logo and name for the top two branding options identified for the ERC and RTS.

Contractor shall provide up to three rounds of naming. Once a name is selected, the County’s legal counsel is responsible for legal investigation to insure availability.

King County will complete the trademark registration application and register the final selected brand identity including logo, name and tagline with the U.S. Patent and Trademark Office.

### **Schedule:**

The timeline listed below is based upon the County’s notice to proceed issued to the Contractor. However, there are 3 firm milestone dates that cannot be changed: August 27-29 (kickoff), October 11 (PST/RAC work session), and October 18 (RTS presentation).

- August 27-29 : Kickoff and touring with Contractor team in Seattle
- September 26 : By this date, all research, discovery, audience testing and focus groups are complete. King County will provide rolling delivery of research
- October 11 : Engage PST/RAC through a facilitated work session

- October 18 : Present findings and creative brief for RTS, present draft ERC Creative Brief
- October 25 : RTS Strategy approved, present ERC Creative Brief
- November 9 : Present names and taglines for RTS on this date or sooner if available
- November 16 : RTS Direction chosen, present ERC draft names
- December 14 : Present creative explorations of logos/branding for RTS, present naming for ERC
- December 20 : RTS direction chosen, present ERC logo explorations
- January 15 : Present RTS VIS, ERC logos
- By January 31 : Finalize RTS VIS, present ERC VIS
- By February 15: Finalize ERC VIS

## EXHIBIT B Price Attachment

The County agrees to pay the Contractor as compensation for services provided for the branding effort for the Regional Trails System (RTS) and Eastside Rail Corridor (ERC), as described in Exhibit A Scope of Work, a LUMP SUM (LS) Fee totaling **One Hundred Twenty-Nine Thousand Dollars (\$129,000)** as detailed on the attached budget worksheet. Payments on account of the Contractor's services shall be made monthly in proportion to services performed. The estimated budget for the project Tasks are as follows:

Task 1	Project Management	\$ 11,000
Task 2	Research, Discovery and Audience Testing (RTS)	\$ 8,000
Task 3	Research, Discovery and Audience Testing (ERC)	\$ 8,000
Task 4	Public Engagement Strategy for Brand Platform and Naming Options (ERC)	\$ 11,000
Task 5	Creative Concepts (ERC)	\$ 35,200
Task 6	Brand Platform and Visual Identity (RTS)	\$ 21,600
Task 7	Nesting of Brands (Combined)	\$ 8,000
Task 8	Trademarking Research Services (Combined)	\$ 5,200
ODC	Other Direct Costs (no mark-up allowed) <i>(includes all travel, lodging, per diem reproduction &amp; copies, shipping and recording &amp; transcription, etc.)</i>	<u>\$ 21,000</u>
	Total Compensation	<u><b>\$ 129,000</b></u>

### Assumptions:

1. Other Direct Costs (ODC) assumes 4 trips for Contractor's team. Any additional travel will require a contract amendment.
2. All interviews shall be recorded and may be transcribed. The Contractor is responsible to provide transcription services for costs up to \$1,000. The County will provide transcription services, should the Contractor's cost exceed \$1,000.
3. Contractor shall provide copies of receipts to document ODC expenditures.





KIRKLAND CITY COUNCIL SPECIAL MEETING MINUTES  
October 30, 2018

1. CALL TO ORDER

Mayor Walen called the special meeting to order at 3 p.m.

2. ROLL CALL

ROLL CALL:

Members Present: Mayor Amy Walen, Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, and Councilmember Penny Sweet.

Members Absent: None.

3. STUDY SESSION

a. 2019-2020 Budget

Director of Finance and Administration Michael Olson thanked staff and provided an overview of the order of discussion.

(1) Agenda Overview

(2) Introductory Comments: Safe, Sustainable and Connected

City Manager Kurt Triplett described the budget focus and provided an introduction to the issues for Council consideration.

(3) Financial Overview

Financial Planning Manager Tom Mikesell presented the budget, revenue and expenditure trends information.

(a) Budget Overview

(b) Revenue Trends

(c) Expenditure Trends

(d) Budget Priorities

Assistant City Manager James Lopez reviewed the survey results and community engagement activities.

i. Citizen Survey

ii. 2019-20 Biennial Budget Community Engagement and Outreach Results

iii. Service Package Approach

Finance and Administration Director Michael Olson introduced the topic areas for presentation.

a. Public Disclosure Resources

Deputy City Clerk Ana Campbell provided an overview of the issue paper and responded to Council questions.

b. Capital Improvement Program Process Improvements

Deputy City Manager Tracey Dunlap reviewed the proposed service package. Public Works Director Kathy Brown also responded to questions.

c. Kirkland Jail Cost Update

Public Safety Senior Financial Analyst Eli Panci provided the presentation. Police Chief Cherie Harris, Public Works Director Kathy Brown and Deputy City Manager Tracey Dunlap also responded to Council questions.

d. Council questions on other issue papers

Council recessed for a short break.

(4) Service Package Approach/Major Discussion Topics - Review by Goal Area

City Manager Kurt Triplett and Finance and Administration Director Michael Olson led the discussion through service packages by goal area and, together with Department Directors and other staff, responded to Council questions.

4. ADJOURNMENT

The October 30, 2018 Kirkland City Council special meeting was adjourned at 7:02 p.m.

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Kathi Anderson, City Clerk

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Amy Walen, Mayor



## KIRKLAND CITY COUNCIL SPECIAL MEETING MINUTES November 7, 2018

### 1. CALL TO ORDER

Mayor Walen called the study session to order at 6 p.m. and the regular meeting to order at 7:30 p.m.

### 2. ROLL CALL

#### ROLL CALL:

Members Present: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

Members Absent: None.

Staff Present: None.

### 3. STUDY SESSION

#### a. Joint Meeting with the Human Services Commission

Joining Councilmembers for this discussion were City Manager Kurt Triplett, Parks and Community Services Director Lynn Zwaagstra, Human Services Supervisor Leslie Miller, and Human Services Commissioners Dianne Bell, Gildas Cheung, Amy Falcone, David Godfrey, Matthew Triplett, Adam White, Vice Chair Jonathan Stutz and Chair Kimberly Scott.

### 4. EXECUTIVE SESSION

None.

### 5. HONORS AND PROCLAMATIONS

#### a. Geographic Information Systems Day 2018

Deputy City Manager Tracey Dunlap provided background on Geographic Information Systems (GIS) day and the recent receipt of the Lucity Legacy Implementation award. Chief Information Officer Brenda Cooper and GIS Administrator Xiaoning Jiang accepted the proclamation from Mayor Walen and Councilmember Nixon.

### 6. COMMUNICATIONS

#### a. Announcements

#### b. Items from the Audience

Brian Gaines

## c. Petitions

## 7. SPECIAL PRESENTATIONS

## a. Community Emergency Response Team (CERT) #26 Graduation

Emergency Manager Heather Kelly reviewed the Community Emergency Response Team (CERT) training and introduced the 26th CERT class participants who were thanked and congratulated by the City Council.

## 8. CONSENT CALENDAR

## a. Approval of Minutes

(1) October 13, 2018

(2) October 16, 2018

## b. Audit of Accounts

Payroll \$3,337,624.32

Bills \$9,136,488.69

AP Check Run #	Date	Amount	Check #	Wire/ACH #
CA181017	10/17/18	\$4,692,667.97	701670-701796	WIRE #17
CA181023	10/23/18	\$1,030,093.90	701797-701942	
CA181031	10/31/18	\$1,344,869.73	701944-702079	WIRES #18, #20
September P-Card	10/31/18	\$265,034.00		ACH
Q3 Leasehold Tax	10/31/18	\$20,836.11		WIRE #19
Aug Use Tax & Excise Tax	10/31/18	\$155,652.23		WIRES #12, #21
Sept Use Tax & Excise Tax	10/31/18	\$169,944.52		WIRES #22, #23
CA181107	11/7/18	\$1,457,390.23	702080-702215	WIRES #24, #25

## c. General Correspondence

## d. Claims

## (1) Claims for Damages

Claims received from Robb Dibble for 1029 Market, LLC, Darius Wilson, and Scott Rubin were acknowledged via approval of the Consent Calendar.

## e. Award of Bids

## (1) 2018 Citywide School Walk Route Enhancements

The construction contract for the 2018 Citywide School Walk Route Enhancements was awarded to Kamins Construction Company of Bothell,

Washington, in the amount of \$781,617.96 via approval of the consent calendar.

f. Acceptance of Public Improvements and Establishing Lien Period

(1) 2016 Citywide School Walk Route Enhancements - 126th Ave NE Sidewalk

The work performed by Kamins Construction Company of Bothell, Washington was accepted, thereby establishing the statutory lien period, and the transfer of unspent funds to the 2018 Citywide School Walk Route Enhancement via approval of the consent calendar.

g. Approval of Agreements

h. Other Items of Business

(1) Procurement Report

(2) Resolution R-5340, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE CITY OF KIRKLAND'S ALLOCATION FOR THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) BUDGET."

The resolution was approved via approval of the consent calendar.

(3) Resolution R-5341, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS NATHAN AND JANA SCHWARZ."

The resolution was approved via approval of the consent calendar.

(4) Resolution R-5342, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DECLARING THE PROPERTY AT 8411 NE 141st STREET, KIRKLAND, WASHINGTON TO BE SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE CITY MANAGER TO COMPLETE THE SALE OF THAT PROPERTY."

The resolution was approved via approval of the consent calendar.

(5) Resolution R-5343, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A TEMPLATE CITY MANAGER PROCLAMATION OF EMERGENCY."

The resolution was approved via approval of the consent calendar.

Motion to Approve the Consent Calendar.

Moved by Councilmember Penny Sweet, seconded by Councilmember Tom Neir

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

9. PUBLIC HEARINGS

a. 2019-2020 Preliminary Budget

Mayor Walen opened the public hearing. Finance and Administration Director Michael Olson presented an overview on the 2019-2020 Preliminary Budget. Testimony was provided by Kaya Shurbiger-Lewis, Sarah Handfelt, Annie Mayne, Rachel Krinsky, Angela Murray, Derrick Delvalle, Lauren Thomas, Kathy Iverson, Rich Willard, Jack Staudt, Hollianne Monson, Sarah Richards, Ron Snell, Dave Cunningham, Nona Ganz, Shannon Olsen, Robert Clark, Gerald Kröon. No further testimony was offered, and the Mayor closed the hearing.

10. UNFINISHED BUSINESS

a. Resolution R-5344, Approving a City of Kirkland Legislative Agenda to be Addressed to the 2019 Session of the State Legislature

Intergovernmental Relations Manager Lorrie McKay reviewed the proposed legislative agenda, responded to questions and received Council direction.

Motion to Approve Resolution R-5344, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CITY OF KIRKLAND LEGISLATIVE AGENDA TO BE ADDRESSED TO THE 2019 SESSION OF THE STATE LEGISLATURE," as amended.

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Jon Pascal  
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

Motion to Amend Resolution R-5344, Approving a City of Kirkland Legislative Agenda to be Addressed to the 2019 Session of the State Legislature to add "the construction of" to legislative priority #3 so that it reads, "Kirkland supports extending and accelerating the construction of the express toll lanes on I-405".  
Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Penny Sweet  
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

Motion to Amend Resolution R-5344, Approving a City of Kirkland Legislative Agenda to be Addressed to the 2019 Session of the State Legislature to add language to legislative priority #4 so that it reads, "Kirkland supports gun safety measures that promote safe and responsible gun ownership and reduce gun violence and that are consistent with the second amendment of the US constitution and article 1, section 124 of the Washington State constitution."

Moved by Councilmember Toby Nixon, seconded by Councilmember Tom Neir  
Vote: Motion carried 6-1

Yes: Deputy Mayor Jay Arnold, Councilmember Tom Neir, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

No: Councilmember Dave Asher.

The City Council recessed for a short break.

b. Parks and Community Services Draft Cost Recovery Study Report

Parks and Community Services Director Lynn Zwaagstra, GreenPlay, LLC, Senior Principal Chris Dropinski and Project Consultant Dan Seder provided and overview of the draft cost recovery study report, responded to questions and received Council direction.

11. NEW BUSINESS

None.

12. REPORTS

a. City Council Regional and Committee Reports

Councilmembers shared information regarding the Association of Washington Cities regional meeting; the Arbor Day event at the North Rose Hill Woodlands Park; the Kirkland Reads program at the Peter Kirk Community Center; the Kirkland Business Roundtable; a meeting of the King County Charter Review Commission; a mental health and first aid training conducted by the National Alliance on Mental Illness; the Lake Washington High School/Juanita High School football game; a Kirkland Fire Department promotional swearing-in ceremony; the Youth Eastside Services (YES) 50th Anniversary celebration and open house; the Kirkland Interfaith Network Alternative Gift Fair at Peter Kirk Community Center; the upcoming Totem Lake Conversation; the upcoming Lake Washington School District Leaders Breakfast; an upcoming Sound Cities Association Public Issues Committee meeting; kudos to the staff for their communication around the recent public safety issues; kudos to Mayor Walen on her successful run for the State Legislature; recent King County funding decisions for METRO Connects; a King County Solid Waste Advisory Committee meeting; a King County Responsible Recycling Task Force meeting; the cancellation of the birthday celebration for Bill Woods at the Kirkland Performance Center; a discussion about waste water contracting; a Finn Hill Neighborhood Association meeting; a NAIOP (Commercial Real Estate Development Association) Eastside City Officials & Leadership reception; the Lake Washington Institute of Technology Bright Futures Benefit Breakfast; the North Eastside Mobility Project Open House; an Electric Boat tour; an upcoming King County Eastside Rail Corridor Regional Advisory Council meeting; a Sound Cities Association Board of Directors meeting; the Seattle Regional Leadership Conference and the upcoming Sound Cities Association Annual Meeting and Networking Dinner.

b. City Manager Reports

City Manager Kurt Triplett shared information regarding a draft thank you letter regarding the passage of Proposition 1 from the Council to the public for publication in the Kirkland Reporter.

(1) Calendar Update

City Manager Kurt Triplett suggested the Council could continue their budget discussions by either meeting earlier on November 20 or having an additional meeting on November 13 and Council chose to meet on November 13. City Manager Kurt Triplett also reported on a meeting with King County Councilmember Claudia Balducci to receive an update on Sound Transit plans and activities. Councilmember Pascal requested information from staff on the issue of bundling of utilities and apartment rentals.

Motion to Direct staff to bring back a fiscal note for \$1,800 to procure costumes for the Cow and Coyote statue.

Moved by Councilmember Toby Nixon, seconded by Councilmember Jon Pascal

Vote: Motion carried 5-2

Yes: Deputy Mayor Jay Arnold, Councilmember Toby Nixon, Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

No: Councilmember Dave Asher, and Councilmember Tom Neir.

13. ITEMS FROM THE AUDIENCE

None.

14. ADJOURNMENT

The Kirkland City Council special meeting of November 7, 2018 was adjourned at 10:04 p.m.

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Kathi Anderson, City Clerk

---

Amy Walen, Mayor





KIRKLAND CITY COUNCIL SPECIAL MEETING MINUTES  
November 13, 2018

1. CALL TO ORDER

Mayor Walen called the special meeting to order at 6 p.m.

2. ROLL CALL

ROLL CALL:

Members Present: Deputy Mayor Jay Arnold, Councilmember Dave Asher,  
Councilmember Toby Nixon, Councilmember Jon Pascal,  
Councilmember Penny Sweet, and Mayor Amy Walen

Members Absent: Councilmember Tom Neir

Motion to excuse Councilmember Neir's absence due to travel.

Moved by Councilmember Toby Nixon, seconded by Deputy Mayor Jay Arnold

Vote: Motion carried 6-0

Yes: Deputy Mayor Jay Arnold, Councilmember Dave Asher, Councilmember Toby Nixon,  
Councilmember Jon Pascal, Councilmember Penny Sweet, and Mayor Amy Walen.

3. STUDY SESSION

a. 2019-2020 Budget

City Manager Kurt Triplett and Finance and Administration Director Michael Olson, together with Financial Planning Manager Tom Mikesell, facilitated Council's review and discussion of remaining budget questions following their October 30th special study session on the preliminary 2019-2020 budget and their November 7th special meeting, including a study session on Human Services funding and a public hearing on the preliminary budget. Council also discussed proposed changes to the City's Fiscal Policies that are assumed in the preliminary 2019-2020 budget and that staff is recommending be included with the adoption of the final budget at Council's special meeting on December 11, 2018.

4. ADJOURNMENT

The Kirkland City Council special meeting of November 13, 2018 was adjourned at 7:16 p.m.

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Kathi Anderson, City Clerk

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Amy Walen, Mayor

**CITY OF KIRKLAND****Fire Department****123 Fifth Avenue, Kirkland, WA 98033 425.587.3000****[www.kirklandwa.gov](http://www.kirklandwa.gov)**

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Joseph Sanford, Fire Chief  
Tim Day, Deputy Fire Chief

**Date:** October 8, 2018

**Subject:** APPARATUS SHARING INTERLOCAL AGREEMENT

**RECOMMENDATION:**

That the Council authorize the City Manager or his designee to sign an Interlocal Agreement for Shared Use of Emergency Response Apparatus.

**OVERVIEW:**

The Kirkland Fire Department (KFD) maintains a reserve fleet of two fire pumpers, one aid unit, and one command vehicle in addition to our primary emergency response fleet. These apparatus are placed into frontline service as needed due to maintenance of frontline vehicles and up-staffing for special events (e.g. July 4). KFD's reserve capacity has been established based upon three factors: a) the cost of maintaining reserve apparatus, b) storage capacity of KFD and City facilities, and c) historic operational need (note: there is no consensus fire service standard or recommendation for the size of a reserve fleet).

Although the size of this reserve fleet has historically been adequate, it has been recognized by KFD leadership that we may need access to additional reserve apparatus due to various maintenance and operational scenarios (e.g. concurrent maintenance issues and/or a wildland deployment with a fire pumper). In addition, our reserve fleet does not include a ladder truck. As a result, the City has had to rely on mutual aid from our neighbors when our ladder truck is out-of-service. This occurred for a five month period in 2017 while our ladder truck was undergoing extensive warranty repair. Although we were able to modify our response plans to account for extended ladder truck response times, relying on a neighboring jurisdiction for a core piece of equipment is not sustainable. In fact, the need for access to additional reserve apparatus was recognized by Fire Department Administration in 2012 when it included the recommendation to "Develop joint, regional apparatus purchasing and sharing of reserve apparatus" in the department's Strategic Plan.

In response to this need, and over the past several months, fire department staff have been working with the Eastside Fire & Rescue, Redmond, Shoreline, and Woodinville agencies to update a previously used and expired Interlocal Agreement (ILA) for shared reserve apparatus.

The proposed ILA addresses the sharing of reserve fire pumpers, ladder trucks, aid cars, and medic units. The document also provides structure and function of an Administering Committee consisting of the Fire Chief or their designee from each participating jurisdiction; describes arrangements, conditions, and responsibilities of owner and participating agencies; and includes language related to indemnification, insurance, and conflict resolution.

Kirkland's participation would not require an initial or ongoing investment. The ILA requires the formation of a policy by the Administering Committee related to fiscal matters arising from routine and emergency maintenance and repairs. In discussions with our partners, it is our shared intent that each agency maintain its own reserve apparatus fleet per current practice. A separate process for the cost of emergency repairs to a shared apparatus will be developed to evaluate any cost sharing on a case-by-case basis. The ILA has been reviewed and approved by each organization's attorney, including City of Kirkland Assistant City Attorney William Evans.

Upon adoption of this ILA by the participating organizations, the City would enjoy the benefits of an expanded reserve fleet without the burden of storage and routine maintenance. In addition, *shared* reserve apparatus are viewed the same as *owned* reserve apparatus by the Washington Survey and Rating Bureau (WSRB), a feature that would benefit our WSRB rating. This rating, which is used by the insurance industry to help establish fire insurance premiums, is positively influenced when fire departments can demonstrate, among other things, redundancy within their emergency response fleet. As a result, a lower WSRB rating may result in lower fire insurance premiums for our citizens and businesses.

## **INTERLOCAL AGREEMENT FOR SHARED USE OF EMERGENCY RESPONSE RESERVE APPARATUS**

This Agreement ("Agreement") is made and entered into by public agencies and Chapter RCW nonprofit corporations that have executed this Agreement pursuant to the authority of the Interlocal Cooperation Act as codified in Chapter 39.34 **RCW**.

### **ARTICLE I. PURPOSE**

- A. The providers of fire protection services have a need for emergency response reserve apparatus to temporarily replace or supplement regular apparatus in order to maintain desired levels of operation and service.
- B. The sharing of emergency response reserve apparatus between different fire protection service providers benefits fire protection service providers and the citizens they serve by providing cost savings and operational efficiencies.
- C. Recognizing the efficiencies and cost savings created by the sharing of emergency response reserve apparatus, the authorized signatories hereby establish a Shared Emergency Response Reserve Apparatus (SERRA) Program for the purpose of sharing emergency response reserve apparatus. The SERRA Program and participation therein shall be governed by the terms and conditions of this Agreement.

### **ARTICLE II. DEFINITIONS**

For the purposes of this Agreement, the following definitions apply:

- A. Fire Apparatus – fire apparatus as defined by the most current version of NFPA 1901, Standard for Automotive Fire Apparatus, as well as ambulances as defined by the most current version of WAC 246-976-290. Examples of fire apparatus include, but are not limited to, fire pumpers and ladder trucks. Examples of ambulances include, but are not limited to, aid cars and medic units.
- B. Fire Chief - The manager/director/head of a Party or his/her designee. A Party that is a joint operation between multiple districts or departments, including

EF&R, shall designate a single representative to act as the Fire Chief for the administrative and operational purposes of this Agreement.

- C. Party - Any public agency or non-profit corporation that has authorized and executed this interlocal agreement under the procedures of this Agreement (individually a "Party" and collectively the "Parties"). The Parties are further classified as follows:
1. Original Parties - The Original Parties to this Agreement are:
    - i. Eastside Fire & Rescue (EFR) (a joint operation of King County Fire Protection District No. 10, King County Fire Protection District No. 38, City of Issaquah, City of North Bend and City of Sammamish);
    - ii. The City of Kirkland, a municipal corporation;
    - iii. The City of Redmond Fire Department (a joint operation of King County Fire Protection District 34 and the City of Redmond);
    - iv. King County Fire Protection District 4 (Shoreline Fire Department);  
and
    - v. King County Fire Protection District 36 (Woodinville Fire and Rescue).
  2. Participating Party - A Party who does not make Shared Emergency Response Reserve Apparatus available to other Members, but has access to Shared Emergency Response Reserve Apparatus through this Agreement.
  3. Sharing Party – A Party who makes Shared Emergency Response Reserve Apparatus available to other Members pursuant to the terms of this Agreement.
- D. Primary Response Apparatus - Fire apparatus that are kept in regular and active service.
- E. Reserve Apparatus - Fire apparatus reserved for use as a temporary replacement to one or more of an agency's Primary Response Apparatus that are temporarily out of service in order to maintain desired levels of operation and service.
- F. Shared Emergency Response Reserve Apparatus (SERRA) - Reserve apparatus that is shared by its owner with the Parties pursuant to the terms of this

Agreement.

### **ARTICLE III. ADMINISTRATION**

- A. Administering Committee - Each Party to this Agreement shall be represented by its Fire Chief or the Fire Chief's designee as part of an Administering Committee. The Administering Committee shall make all necessary decisions to administer this Agreement, including implementing policies and rules for the operation, maintenance and use of SERRA that are consistent with this Agreement. Except as otherwise provided in this Agreement or Administering Committee adopted procedural rules, the Administering Committee's decisions will be made by majority vote of each Party's Fire Chief or the Fire Chief's designee. Votes of the Administering Committee shall be binding on the Parties only if every Party's Fire Chief has a reasonable opportunity to participate in the vote and at least a majority of the Parties actually participate in the vote.

### **ARTICLE IV. PARTICIPATION**

- A. Addition of New Parties. Any public agency or Chapter 39.34 RCW nonprofit corporation, other than the Original Parties, that wishes to join the SERRA Program must first apply for acceptance to the Administering Committee. The Administering Committee will consider and vote on all applications. A two-thirds majority vote of the committee shall be required to authorize any new Party to join this Agreement and the SERRA Program.
- B. Selection of SERRA by Sharing Party. Any Party desiring to become a Sharing Party shall propose to the Administering Committee the specific type of Reserve Apparatus it wishes to share and the term it is willing to commit sharing the specific type of Reserve Apparatus. The Administering Committee will vote on the proposal. If accepted, the Sharing Party will be bound to maintain the specific apparatus as SERRA for the entire proposed term unless (1) the Administering Committee agrees to terminate the sharing term early, (2) the apparatus becomes unusable and repair is not practical, or (3) the Sharing Party

is forced by budgetary or other causes to make the apparatus one of its Primary Response Apparatus.

- C. Selection of SERRA by Participating Party. Any party desiring to become a Participating Party may select a specific SERRA they would like access to.
- D. Use of **SERRA**. All Parties shall have access to use a specific **SERRA** as needed on a first come first serve basis. If a Sharing Party and Participating Party wish to use **SERRA** at the same time, the Sharing Party shall have priority. The allowed time period for any Party's use of SERRA shall be limited to the time during which it is diligently repairing or seeking replacement of the Primary Response Apparatus that the SERRA is temporarily replacing.
  - 1. The SERRA may be used when it is expected to be needed for more than 3 calendar days, unless alternative arrangements are agreed upon by the Sharing and Participating Parties.
  - 2. At least 48 hours' notice may be required to make the apparatus available.
  - 3. The Sharing Party shall establish and maintain a cache of equipment kept on the apparatus and available when loaned. Each Participating Party will maintain a list of equipment that will be placed on the apparatus when they are using the apparatus. All equipment originally on the apparatus shall be returned in good working order with the apparatus.
- E. Location of SERRA. Unless agreed otherwise by the Fire Chiefs of Parties owning and sharing SERRA, a SERRA shall be located within a clean and ready for use station that is staffed at all times by full-time, paid, commissioned firefighters. The Fire Chief of a Party owning SERRA, in consultation with the Fire Chiefs of the Parties owning and sharing SERRA, shall select the station for storage of SERRA while it is not in use by any Party.

#### **ARTICLE V. PARTY RESPONSIBILITIES FOR SERRA**

- A. Sharing Parties. SERRA shall be an asset of the Party owning the SERRA. The Party owning a SERRA shall generally manage and control the SERRA, subject

to shared use rights under this Agreement. A Party sharing a SERRA shall not alter the SERRA, or its equipment, without prior approval of the Party owning the SERRA. If the Fire Chief of a Party owning a SERRA approves an alteration, the cost of the alteration shall be paid by the Party requesting the alteration, unless agreed otherwise by the Fire Chiefs of the Parties involved. The alteration will then become the property of the owner of the SERRA. Each Sharing Party is responsible for performing and paying for all routine maintenance of the SERRA it owns.

- B. Each Sharing Party shall also be responsible for performing and paying for all non-routine repairs and maintenance necessitated by ordinary wear and tear of the SERRA it owns.
- C. Parties Using and Storing SERRA. Each Party shall exercise due care in storing and operating SERRA and shall abide by the manufacturer's instructions for the care and use of the SERRA as well as any specific use and care instructions provided to the Participating Party by the Sharing Party. Each Party using and storing SERRA shall locate it within a clean and ready for use station that is staffed at all times by full-time, paid, commissioned firefighters. Each Party storing or using SERRA is responsible for keeping the SERRA clean and insuring against theft, vandalism, and accidents in accordance with Article VII (E) of this Agreement. Each Party shall be responsible for any damage to SERRA that is caused by its negligence.

#### **ARTICLE VI. REPAIRS**

- A. The Administering Committee will develop policy related to fiscal matters arising from routine and emergency maintenance and repairs of SERRA.

#### **ARTICLE VII. GENERAL TERMS**

- A. Effective Date. This Agreement shall be effective with respect to each Party when that Party's authorized representative executes the Agreement. The Administering Committee shall maintain a master list of all Parties.



- B. Notice. Unless otherwise provided in this Agreement, all notices must be in writing. Notice to a Party must be delivered to the Party's Fire Chief. Notice to the Administering Committee must be delivered to every Party.
- C. Withdrawal. A Participating Party may withdraw its participation in the SERRA Program with no less than 30 days written notice to the Administering Committee. A Sharing Party may withdraw its participation from the SERRA Program upon 60 days written notice, unless a shorter period is approved by the Administering Committee. Withdrawal from the SERRA Program will not affect any indemnification or obligations that arise prior to the effective date of the withdrawal.
- D. Termination. This Agreement shall terminate in its entirety when there are less than two Parties or by a unanimous vote of the Administering Committee. Termination of this Agreement will not affect any indemnification under this Agreement arising prior to the termination.
- E. Insurance. A Party that owns, uses, or stores SERRA shall either be self-insured or shall maintain insurance for the operation and use of the SERRA that is at least equal to the insurance the Party maintains for its Primary Response Apparatus.
- F. Indemnification. Each Party shall indemnify, defend, and hold the other Party, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the acts, errors, or omissions of the indemnifying Party, its officers, officials, employees, agents, and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified Party. If a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, then in the event of liability caused by the concurrent negligence of both Parties, each Party shall be responsible only to the extent of its own negligence. The Parties waive immunity under the Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide indemnity to each other for injuries to each other's employees. This waiver has been mutually negotiated.

- G. Dispute Resolution. In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof, the dispute or difference shall be attempted to be resolved by the Administering Board. If the dispute or difference is unable to be resolved by the Administering Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.
- H. Governing Law and Venue. This Agreement has been executed under and shall be construed and enforced in accordance with the laws of the State of Washington. If there is any litigation or other proceeding to enforce or interpret any provisions within this Agreement, jurisdiction shall be in the courts of the State of Washington and venue shall be in King County, Washington.
- I. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the parties intend and desire that such provision be enforceable to the full extent permitted by law, and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remainder of this Agreement,
- J. Amendment. This Agreement may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except by an instrument in writing signed by the Parties.
- K. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
- L. Prohibition on Third Parties and Assignment of Rights/Duties. Notwithstanding rights of subrogation asserted by a Party's insurance provider, this Agreement is for the sole benefit of the Parties and no other person or entity shall have any rights under this Agreement as a third party beneficiary nor shall any Party owe a duty to a third party not a signatory of this Agreement by virtue of this Agreement. Assignment of benefits and delegations of duties created by this Agreement are prohibited and of no effect.
- M. Chapter 39.34 RCW. No separate legal entity is created pursuant to this Agreement. This Agreement shall be administered by the Administering Committee.

- N. Authority to enter into agreement. This Agreement shall be executed on behalf of each participating member by its duly authorized representative and pursuant to an appropriate resolution, ordinance, or authorizing practice of each participating agency. By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

**City of Kirkland**

_____ Name (please print)	_____ Title	_____ Name	_____ Title
_____ Signature	_____ Date	_____ Signature	_____ Date

**City of Redmond**

_____ Name (please print)	_____ Title	_____ Name	_____ Title
_____ Signature	_____ Date	_____ Signature	_____ Date

**Eastside Fire and Rescue**

_____ Name (please print)	_____ Title	_____ Name	_____ Title
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_____ Signature	_____ Date	_____ Signature	_____ Date
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**Shoreline Fire Department**

_____ Name (please print)	_____ Title	_____ Name	_____ Title
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_____ Signature	_____ Date	_____ Signature	_____ Date
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**Woodinville Fire and Rescue**

_____ Name (please print)	_____ Title	_____ Name	_____ Title
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_____ Signature	_____ Date	_____ Signature	_____ Date
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## RESOLUTION R-5345

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND  
APPROVING AN INTERLOCAL AGREEMENT FOR SHARED USE OF  
EMERGENCY RESPONSE RESERVE APPARATUS.

1 WHEREAS, the City of Kirkland wishes to participate in the  
2 Shared Emergency Response Reserve Apparatus ("SERRA") Program for  
3 the purpose of sharing emergency response reserve apparatus; and  
4

5 WHEREAS, the sharing of emergency response reserve  
6 apparatus between different fire protection service providers benefits  
7 those fire protection service providers and the citizens they serve by  
8 providing cost savings and operational efficiencies; and  
9

10 WHEREAS, Chapter 39.34 RCW authorizes the parties hereto to  
11 enter into an interlocal cooperation agreement to perform any  
12 governmental service, activity or undertaking which each contracting  
13 party is authorized by law to perform.  
14

15 NOW, THEREFORE, be it resolved by the City Council of the City  
16 of Kirkland as follows:  
17

18 Section 1. The City Manager is hereby authorized and directed  
19 to execute on behalf of the City of Kirkland an interlocal agreement  
20 substantially similar to that attached as Exhibit "A," which is entitled  
21 "Interlocal Agreement for Shared Use of Emergency Response Reserve  
22 Apparatus."  
23

24 Passed by majority vote of the Kirkland City Council in open  
25 meeting this \_\_\_\_ day of \_\_\_\_\_, 2018.  
26

27 Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_,  
28 2018.

\_\_\_\_\_  
Amy Walen, Mayor

Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk



## **CITY OF KIRKLAND**

**Planning and Community Development Department**

**123 Fifth Avenue, Kirkland, WA 98033**

**425.587-3225 - [www.kirklandwa.gov](http://www.kirklandwa.gov)**

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### **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Jeremy McMahan, Planning Manager – Development Services  
Adam Weinstein, Deputy Planning Director

**Date:** November 2, 2018

**Subject:** School Impact Fees – Updates for 2019

### **RECOMMENDATION**

Council adopt the attached ordinance revising school impact fees pursuant to the request of the Lake Washington School District.

### **BACKGROUND**

The Lake Washington School District (District) recently prepared its annual Capital Facilities Plan (CFP), which includes an analysis of the portion of the District's capital expenses that may be offset by revenues from school impact fees. Impact fees are not collected directly by the District, but by cities within the District, pursuant to interlocal agreements with each city, including Kirkland. The methodology established by the District reduces the actual fee to 50 percent of the potential fee. The fees are only applicable for new dwelling units that do not replace existing units.

Based on the new CFP, the District is requesting that the City collect the following school impact fees in 2019:

- New single family units: \$12,294 (\$340 increase over 2018)
- New multi-family units: \$624 (\$109 decrease over 2018)

According to the District, the fee for new single-family units increased due to growing construction costs and data indicating higher student generation rates for new single-family units. Student generation rates have continued to decrease for multifamily units (the CFP contains a typo stating that there has been an increase). There is also an existing \$65 administrative fee, added by the City, for each project that must pay the impact fee.

#### **Attachments:**

1. Letter from Forrest Miller, Lake Washington School District
2. Adopted LWSD 2018-2023 Capital Facilities Plan

June 28, 2018

Mayor Amy Walen  
City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

Re: 2018 Capital Facility Plan and School Impact Fees

Enclosed please find Lake Washington School District's Board Adopted 2018-2023 Capital Facilities Plan ("CFP"). The District's Board of Directors adopted the CFP on June 25, 2018. The District presented a draft of the CFP to the King County School Technical review Committee (STRC) on June 12, 2018. The STRC is recommending that King County approve the District's CFP and school impact fees identified in the plan.

The District's requested school impact fees for 2018 are \$12,294 per single-family unit and \$624 for each multi-family unit. The single-family fee is an increase of \$340 and the multi-family fee is a decrease of \$109 from last year's fees. The increase for single-family is due to construction inflation costs and increased student generation factor.

The District requests that the City of Kirkland begin its process to adopt the Capital Facilities Element of the City's Comprehensive Plan to reflect the CFP and to update the school impact fees charged by the City to reflect the District's updated school impact fees. Ideally, the City's new fees would be effective no later than January 1, 2019.

Please let me know if you have any questions related to the CFP and/or school impact fees. In addition, please let me know of the City's estimated timeline for updating the school impact fees.

Sincerely,



Forrest W. Miller, CFM, REFP, EFM  
Director, Support Services

Enclosures

Board Approved 2018-2023 Six-year Capital Facilities Plan

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# *Six-Year Capital Facilities Plan*

## *2018 - 2023*



*Clara Barton Elementary School – To Open Fall 2018*

**Board Adopted: June 25, 2018**

**Lake Washington School District #414**

Serving Redmond, Kirkland, Sammamish, and King County, Washington

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## **Lake Washington School District #414**

Serving Redmond, Kirkland, Sammamish, and King County, Washington

### **SCHOOL BOARD MEMBERS**

Siri Bliesner, President

Mark Stuart, Vice President

Christopher Carlson

Eric Laliberte

Cassandra Sage

### **SUPERINTENDENT**

Dr. Traci Pierce

### **Lake Washington School District's Six-Year Capital Facilities Plan 2018-2023**

**For information about this plan, call the District Support Services Center  
(425.936.1108)**

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## **I. Executive Summary**

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This Six-Year Capital Facilities Plan (the “plan”) has been prepared by the Lake Washington School District (the “district”). It is the organization’s primary facility planning document in compliance with the requirements of the State of Washington's Growth Management Act and King County Code 21A.43. It is also used as a basis for requesting the collection of school impact fees. This plan was prepared using data available in the spring of 2018.

King County was the first jurisdiction in the State of Washington to adopt a Growth Management Act school impact fee ordinance in 1991 (with fee collection first becoming effective in 1992). The King County Council adopted the ordinance, including the school impact fee formula, following a stakeholder process that included representatives from school districts and the development community. The adopted formula requires that the calculated fee be reduced by fifty percent. This discount factor was negotiated as a part of the stakeholder process. Most cities in King County (and in other areas) adopted the King County school impact fee formula, including the discount factor, in whole as a part of their school impact fee ordinances.

In order for school impact fees to be collected in the unincorporated areas of King County, the King County Council must adopt this plan. The cities of Redmond, Kirkland and Sammamish have each adopted a school impact fee policy and ordinance similar to the King County model.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinances, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See *Appendix B* for the current single-family calculation and *Appendix C* for the current multi-family calculation.

The district’s capital facilities plan establishes a "standard of service" in order to ascertain current and future capacity. This plan reflects the current student/teacher standard of service ratio and service model for other special programs. Future state funding decisions could have an additional impact on class sizes and facility needs.

## I. Executive Summary (*continued*)

While the State Superintendent of Public Instruction establishes square foot guidelines for funding, those guidelines do not account for the local program needs in the district. The Growth Management Act and King County Code 21A.43 authorize the district to determine a standard of service based on the district's specific needs.

The district's current standard provides the following (see *Section III* for specific information):

Grade Level	Target Teacher-Student Ratio
K-1	20 Students
2-3	23 Students
4-5	27 Students
6-8	30 Students
9-12	32 Students

School capacity is based on the district standard of service and the existing inventory of available classrooms, including both permanent and relocatable (portable) classrooms. As shown in *Appendix A1 and A2*, the district's overall total capacity is 33,856. The total net available capacity is 29,301 including net permanent capacity of 25,338 and 3,963 in relocatables. Student headcount enrollment as of October 1, 2017 was 29,074.

The district experienced actual growth of 566 students in 2017. A six-year enrollment projection, as required for this plan, is shown in *Table 1*. During the six-year window from 2018 to 2023, enrollment is projected to increase by 2,765 students to a total of 32,337. Growth is projected at all grade levels.

The Lake Washington School District is the fastest growing school district in King County and one of the fastest growing school districts in the state. The district went from being the sixth largest school district in the state to fourth largest in 2015. In 2016, the District became the third largest school district in the state. Enrollment growth has resulted in overcrowding in many district schools.

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**I. Executive Summary (*continued*)**

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In December 2014, a Long-Term Facilities Planning Task Force, comprised of representatives from each of the district's schools and community members, was convened to develop recommendations on long-term facilities planning. From December 2014 to October 2015, this Task Force and a smaller Working Subcommittee met 20 times to learn about and have detailed discussions on topics ranging from construction costs to classroom space usage to facilities funding. In November 2015, the Board of Directors accepted the recommendations of the Task Force.

The recommendations provide a 15-year framework to address growing enrollment, provide needed space to reduce class size and reduce the reliance on relocatables. The recommendations prioritize building new schools and enlarging aging schools to address capacity needs. Subsequent to the work of the Task Force, the district proposed a bond measure for April 2016. Voters approved that bond measure which includes funding for the following projects:

- A new elementary school in North Redmond (Site 28) with a permanent capacity of 690 students. The school is scheduled to open in the fall of 2018
- A new elementary school in Redmond Ridge East (Site 31) with a permanent capacity of 690 students. This school is scheduled to open in the fall of 2018
- A new middle school in Redmond Ridge (Site 72) with a permanent capacity for 900 students. The school is scheduled to open in the fall of 2019)
- Rebuilding and expanding Juanita High School from a permanent capacity of 1,311 to 1,815 students (an increase of 504 students). This school is scheduled to open in the Fall of 2020.
- Rebuilding and expanding Kirk Elementary School for a permanent capacity of 690 students (an increase of 299). The school is scheduled to open in the fall of 2019.
- Rebuilding and expanding Mead Elementary School for a capacity of 690 students (an increase of 230). The school is scheduled to open in the fall of 2019.
- Repurposing Old Redmond School House to be a preschool building to free up space at elementary schools. The school is scheduled to open in the fall of 2019.

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**I. Executive Summary (*continued*)**

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- Rebuilding Explorer Community Elementary School. The school is complete and opened in the fall of 2017.

In addition, within the six-year window of this plan, the framework of the long term plan included a bond measure proposed for 2018. The following projects were presented to District voters in February 2018:

- A new elementary school in the Lake Washington Learning Community
- An addition at Lake Washington High School
- Rebuild and enlarge Alcott Elementary School
- Rebuild and enlarge Kamiakin Middle School
- A Choice high school in Sammamish
- Property for new schools

The February 2018 bond measure did not pass, although the need for these projects still remains. Therefore, the above projects are presented in this report as occurring within the six-year window of the Lake Washington School District 2018-2023 Six-Year Capital Facilities Plan.

The finance plan shown on *Table VI* demonstrates how the Lake Washington School District plans to finance improvements for the years 2018 through 2023. The financing components include secured and unsecured funding.

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## **II. Six-Year Enrollment Projection and Long Term Planning**

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### **Six-Year Enrollment Projection**

The district developed long-term enrollment projections to assess facility capacity needs. Based on these projections the district expects enrollment to increase by over 2,765 students from the 2018 school year through 2023.

The district experienced actual growth of 566 students in 2017. A six-year enrollment projection, as required for this plan, is shown in *Table 1*. During the six-year window from 2018 to 2023, enrollment is projected to increase by 2,765 students resulting in a 9.4% increase over the current student population. Growth is expected to significantly impact all grade levels.

Student enrollment projections have been developed using two methods: (1) *cohort survival* – which applies historical enrollment trends to the classes of existing students progressing through the system; and (2) *development tracking* – which projects students anticipated from new development. The cohort survival method was used to determine base enrollments. Development tracking uses information on known and anticipated housing development. This method allows the district to more accurately project student enrollment resulting of new development by school attendance area.

### **Cohort Survival**

King County live birth data is used to predict future kindergarten enrollment. Actual King County live births through 2016 are used to project kindergarten enrollment through the 2021-2022 school year. After 2022, the number of live births is based on King County projections. Historical data is used to estimate the future number of kindergarten students that will generate from county births. For other grade levels, cohort survival trends compare students in a particular grade in one year to the same group of students in prior years. From this analysis a cohort survival trend is determined. This trend shows if the cohort of students is increasing or decreasing in size. This historical trend can then be applied to predict future enrollment.

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## **II. Six-Year Enrollment Projection and Long Term Planning** *(continued)*

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### **Development Tracking**

In order to ensure the accuracy and validity of enrollment projections, a major emphasis has been placed on the collection and tracking of data of 86 known new housing developments within the district. This information is obtained from the cities and county and provides the foundation for a database of known future developments, as well as city and county housing growth targets. This assures the district's plan is consistent with the comprehensive plans of the local permitting jurisdictions. Contact is made with each developer annually to determine the number of homes to be built and the anticipated development schedule.

### **Student Generation Rates**

Developments that are near completion, or have been completed, within the last five years are used to forecast the number of students generated by new development. District wide statistics show that each new single-family home currently generates a 0.436 elementary student, 0.180 middle school student, and 0.135 senior high student, for a total of 0.751 school-age child per single family home (see *Appendix B*). New multi-family housing units currently generate an average of 0.066 elementary student, 0.025 middle school student, and 0.018 senior high student for a total of 0.109 school age child per multi-family home (see *Appendix C*). Since 2016 the total of the student generation numbers has increased for single-family developments and for multi-family units. These student generation factors (see *Appendix D*) are used to forecast the number of students expected from the new developments that are planned over the next six years.

### **Enrollment Projection Scenarios**

The district works with Western Demographics, an expert demographer, to review enrollment and projection methodology. They have completed an independent enrollment projection and high, medium and low scenarios for future enrollment growth. The district projections along with the demographer high, medium, and low projections are shown in *Table 1*.



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### **III. Current District “Standard of Service”**

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King County Code 21A.06 refers to a “standard of service” that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors determined by the district, which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; reducing the total permanent capacity of the buildings housing these programs. Newer buildings have been constructed to accommodate some of these programs. Older buildings require additional reduction of capacity to accommodate these programs. At both the elementary and secondary levels, the district considers the ability of students to attend neighborhood schools to be a component of the standard of service.

The district’s standard of service, for capital planning purposes, and the projects identified in this plan, include space needed to serve students in All Day Kindergarten. Beginning in the 2016-2017 school year, the State funded All Day Kindergarten for all students.

#### **Standard of Service for Elementary Students**

School capacity at elementary schools is calculated on an average class size in grades K-5 of 23; based on the following student/teacher staffing ratios:

- Grades K - 1 @ 20:1
- Grades 2 - 3 @ 23:1
- Grades 4-5 @ 27:1

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**III. Current District “Standard of Service” (*continued*)**

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The elementary standard of service includes spaces to accommodate:

- Special Education for students with disabilities which may be served in a self-contained classroom
- Music instruction provided in a separate classroom
- Art/Science room in modernized schools
- Resource rooms to serve students in:
  - Safety Net / Remedial programs
  - Special Education programs
  - English Language Learners (ELL)
- Gifted education (pull-out Quest programs)
- Special Education, Head Start and Ready Start Preschool

**Standard of Service for Secondary Students**

School capacity at secondary school is based on the follow class size provisions:

- Class size for grades 6-8 should not exceed 30 students
- Class size for grades 9-12 should not exceed 32 students

In the secondary standard of service model:

- Special Education for students with disabilities may be provided in a self-contained classroom

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- Resource rooms
- English Language Learners (ELL)

**Room Utilization at Secondary Schools**

It is not possible to achieve 100% utilization of regular teaching stations at secondary schools due to scheduling conflicts for student programs, the

**III. Current District “Standard of Service” (*continued*)**

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need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods.

The district has determined a standard utilization rate of 70% for non-rebuilt secondary schools. For secondary schools that have been rebuilt or rebuilt and enlarged, the standard utilization rate is 83%.

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#### **IV. Inventory and Evaluation of Current Facilities**

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As of May 2018, the district has total classrooms of 1,429, including 1,261 permanent classrooms and 168 relocatable classrooms (see *Appendix A-1*). These classrooms represent a theoretical capacity to serve 33,856 if all classrooms were only used as general classroom spaces. However, the district's standard of service provides for the use of classrooms for special programs, such as Special Education, English Language Learners and Safety Net programs. These programs serve students at much lower student to teacher ratios than general education classrooms, or serve the same students for a portion of the day when they are pulled out of the regular classroom.

As a result, the net capacity of these school buildings is adjusted. A total of 218 classroom spaces are used for special programs as shown in *Appendix A-2*. The remaining classrooms establish the net available capacity for general education purposes and represent the district's ability to house projected student enrollment based on the Standard of Service defined in Section III, Current District Standard of Service.

After providing space for special programs the district has a net available classroom capacity to serve 29,301 students. This includes 24,810 in permanent regular education capacity, 528 for self-contained program capacity and 3,963 in relocatable (portable) capacity.

Enrollment in 2017 was 29,572 and is expected to increase to 32,337 in 2023 (see *Table 1*).

The physical condition of the district's facilities is documented in the 2017 State Study and Survey of School Facilities completed in accordance with WAC 180-25-025. As schools are modernized or replaced, the State Study and Survey of School Facilities report is updated. That report is incorporated herein by reference. In addition, every district facility (permanent and relocatable) is annually evaluated as to condition in accordance with the State Asset Preservation Program.

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**V. Six-Year Planning and Construction Plan**

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Enrollment projections show that enrollment will increase at all grade spans. Based on the enrollment projections contained in *Table 5*, student enrollment is anticipated to reach 32,337 by 2023. The district current inventory of existing permanent capacity is 25,338.

To address existing and future capacity needs, the district contemplates using the following strategies:

- Construction of new schools
- Additions/expansion of an existing high school
- Rebuild and enlarge existing schools
- Use of relocatables as needed
- Boundary adjustments

Construction of new capacity in one area of the district could indirectly create available capacity at existing schools in other areas of the district through area specific boundary adjustments. Future updates to this plan will include specific information regarding adopted strategies.

Strategies to address capacity needs employed over the prior six-year planning timeline (2012-2017) included:

- Phase II School Modernization (2006-2013) was funded by the voters in February 2006. The approved bond measure funded the modernization/replacement of 11 schools throughout the district. School modernization/replacement projects included the addition of new student permanent capacity, as needed. The Phase II School Modernization projects, within the last six years, included:
  - Muir, Sandburg, and, Keller Elementary Schools opened in the fall of 2012
  - Bell, Rush, and Community Elementary Schools; Rose Hill Middle School; and International Community School opened in the fall 2013

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**V. Six-Year Planning and Construction Plan (*continued*)**


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- Additional classrooms were built at Redmond and Eastlake High Schools, and a new Science, Technology, Engineering and Math (STEM) high school (Nikola Tesla STEM High School) was built on the east side of the District. The additions opened in the fall of 2012. The STEM school was opened in 2012.
- Three boundary adjustments were completed: (1) Due to overcrowding at Rosa Parks Elementary in Redmond Ridge, a temporary boundary adjustment was made to reassign some students from Redmond Ridge East to Wilder Elementary; (2) Because of overcrowding at Einstein and Rockwell Elementary Schools a temporary boundary adjustment was conducted to move unoccupied new developments from those schools to Mann Elementary; and, (3) District-wide boundary adjustments were identified in 2014 for implementation in the fall of 2016
- Four additional relocatables were added to Mann Elementary and to Wilder Elementary in the summer of 2014 to accommodate additional students.
- Twenty-two relocatable classrooms were added at various locations in the summer of 2015 (as identified in *Section VI*) to help relieve capacity issues. Eight additional relocatables were added in 2016 to accommodate enrollment growth.
- A seven-classroom addition was opened at Redmond Elementary School in 2016.
- Ten relocatable classrooms will be added in 2018 to accommodate enrollment growth.

Based on the student enrollment and facility capacity outlined in *Table 5*, the district has funding from the April 2016 bond measure to construct the following projects within the period of this plan including:

- Two new elementary schools: one in Redmond Ridge East (King County); and one in North Redmond (Redmond)
- Rebuilding and expanding Kirk Elementary School (Kirkland)
- Rebuilding and expanding Mead Elementary School (Sammamish)
- A new middle school in Redmond Ridge (King County)
- Rebuilding and expanding Juanita High School (Kirkland)
- Upgrading Old Redmond School House for Preschool

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**V. Six-Year Planning and Construction Plan (*continued*)**

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- Replacing Explorer Community Elementary with a new modular school

In addition, within the six-year window of this plan, a 2018 bond measure was presented to voters in February 2018. This bond measure did not pass, however, the need for these projects still remains. That bond measure included the following projects:

- One new elementary school (Lake Washington Learning Community)
- An addition at Lake Washington High School (Kirkland)
- Rebuilding and expanding Alcott Elementary School (King County)
- Rebuilding and expanding Kamiakin Middle School (Kirkland)
- One new Eastside Choice high school in Sammamish
- Land purchases for new schools

Many district sites are either at or close to maximum relocatable placement. However, the District may need to purchase and use relocatables to address capacity needs at sites able to accommodate additional relocatables.

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## **VI. Relocatable and Transitional Classrooms**

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The district facility inventory includes 168 relocatables (i.e. portable classroom units). Relocatables provide standard capacity and special program space as outlined in *Section III* (see *Appendix A*).

Relocatable classrooms have been used to address capacity needs in the following schools:

- In 2011, the district placed relocatable classrooms at school sites in Kirkland, Redmond and unincorporated King County:
  - *Kirkland area*: Lakeview Elementary School – two classrooms, and Rose Hill Elementary School two classrooms
  - *Redmond area*: Rockwell Elementary School – one classroom and Redmond Middle School - four classrooms
  - *Unincorporated King County area*: Rosa Parks Elementary School – two classrooms
- In 2012, the district placed four relocatable classrooms at Redmond High School. In addition, because of capacity issues, Northstar Middle School moved from Lake Washington High School into relocatables units at Emerson High School and Renaissance Middle School moved from Eastlake High School into relocatables classrooms on the same campus.
- In 2013, four relocatable classrooms were added to Redmond High School to support special education program space needs and two additional relocatable classrooms were placed at Redmond Middle School.
- In 2014 the district placed an additional ten relocatable classrooms needed as a result of enrollment growth. Four relocatables were placed at Mann Elementary School in Redmond and two at Redmond Elementary School. Four relocatables were placed at Wilder Elementary School.
- In 2015 the district added twenty-two relocatables to address enrollment growth. These were placed at various schools throughout the district
  - Six at Lake Washington High School (Kirkland)
  - Four at Redmond Elementary School (Redmond)
  - Three at Alcott Elementary School (King County)
  - Three at Rush Elementary School (Redmond)



## VI. Relocatable and Transitional Classrooms *(continued)*

- Two at Evergreen Middle School (King County)
- One at Audubon Elementary School (Redmond)
- One at Franklin Elementary School (Kirkland)
- One at Frost Elementary School (Kirkland)
- One at Redmond Middle School (Redmond)
- The district added another eight relocatables to schools in the summer of 2016.
  - Four at Lake Washington High School (Kirkland)
  - Two at Evergreen Middle School (King County)
  - One at Alcott Elementary School (King County)
  - One at Keller Elementary School (Kirkland)
- In the summer of 2018, the District plans to add 10 relocatables .
  - Two at Lakeview Elementary School (Kirkland)
  - Two at Muir Elementary School (Kirkland)
  - Two at Rose Hill Elementary School (Kirkland)
  - Three at Twain Elementary School (Kirkland)
  - One at Rush Elementary School (Redmond)

The district's long term plan anticipates providing new and expanded permanent facilities to serve student enrollment. Once these permanent facilities are funded and completed, the district can begin to reduce the reliance on relocatables.

For a definition of relocatables and permanent facilities, see *Section 2 of King County Code 21A.06*. As schools are modernized/replaced, permanent capacity will be added to replace relocatables currently on school sites to the extent that enrollment projections indicate a demand for long-term permanent capacity (see *Table 5*).

As enrollment fluctuates, relocatables provide flexibility to accommodate immediate needs and interim housing. Because of this, new school and modernized school sites are planned for the potential of adding up to four relocatables to accommodate the changes in demographics. The use and need for relocatable classrooms will be balanced against program needs.

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**VII. Six-Year Classroom Capacities: Availability / Deficit Projection**

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As demonstrated in *Appendix A*, the district currently has permanent capacity (classroom and special education) to serve 11,682 students at the elementary level, 6,220 students at the middle school level, and 7,436 students at the high school level. Current enrollment at each grade level is identified in *Appendix A*. Completed projects, as shown in Table 5, would result in an increased permanent capacity for 5,631 students in 2023. Relocatable facilities will be used to address capacity needs that cannot be immediately served by permanent capacity.

Differing growth patterns throughout the district may cause some communities to experience overcrowding. This is especially true in portions of the district where significant housing development has taken place. A strong residential building market, housing starts, growth and the number of developments under construction continues to increase. The continued development of north and northwest Redmond, the Sammamish Plateau and also in the downtown and Totem Lake areas of Kirkland, plus in-fill and short plats in multiple municipalities, will put additional pressure on schools in those areas.

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**VIII. Impact Fees and the Finance Plan**

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The school impact fee formula calculates a proportionate share of the costs of system improvements that are reasonably related to new development. The formula multiplies the per student costs of site acquisition and construction costs for new capacity projects by a student generation rate to identify the share per dwelling unit share of the facilities that are needed to serve new growth. (The student generation rate is the average number of students generated by dwelling unit type – new single family and multi-family dwelling units.) The formula then provides a credit against the calculated costs per dwelling unit for any School Construction Assistance Program funding that the District expects to receive for a new capacity project from the State of Washington and for the estimated taxes that a new homeowner will pay toward the debt service on school construction bonds. The calculated fee (see *Appendix B* and *Appendix C*) is then discounted, as required by ordinance, by fifty percent.

For the purposes of this plan and the impact fee calculations, the actual construction cost data from recently completed projects (Sandburg Elementary School, opened in 2012; Rose Hill Middle School, opened in 2013; and Lake Washington High School, opened in 2011) have been used (see *Appendix E*).

The finance plan shown on *Table 6* demonstrates how the Lake Washington School District plans to finance improvements for the years 2018 through 2023. The financing components include secured and unsecured funding. This plan is based on current and future project approval, securing state construction assistance, and collection of impact fees under the state's Growth Management Act.

<b>IX. Appendices</b>
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Appendices A 1-2: Calculations of Capacities for Elementary Schools,  
Middle Schools, and Senior High Schools

Appendix B: Calculations of Impact Fees for Single Family  
Residences

Appendix C: Calculations of Impact Fees for Multi-Family  
Residences

Appendix D: Student Generation Factor Calculations

Appendices E 1-3: Calculation Back-Up

	TOTAL ALL CLASSROOMS						
Elementary Schools	Number of Classrooms			Capacity			Total
	Permanent	Relocatable	Total	Permanent	Relocatable	Total	
ALCOTT	26	12	38	598	276	874	
AUDUBON	22	3	25	506	69	575	
BELL	27	0	27	621	0	621	
BLACKWELL	24	3	27	552	69	621	
CARSON	23	4	27	529	92	621	
COMMUNITY	3	0	3	69	0	69	
DICKINSON	23	4	27	529	92	621	
DISCOVERY	3	0	3	69	0	69	
EINSTEIN	24	1	25	552	23	575	
EXPLORER	3	1	4	69	23	92	
FRANKLIN	23	3	26	529	69	598	
FROST	24	1	25	552	23	575	
JUANITA	23	0	23	529	0	529	
KELLER	21	1	22	483	23	506	
KIRK	22	3	25	506	69	575	
LAKEVIEW	22	4	26	506	92	598	
MANN	22	4	26	506	92	598	
MCAULIFFE	23	7	30	529	161	690	
MEAD	25	6	31	575	138	713	
MUIR	23	0	23	529	0	529	
REDMOND	31	8	39	713	184	897	
ROCKWELL	25	5	30	575	115	690	
ROSA PARKS	27	10	37	621	230	851	
ROSE HILL	24	2	26	552	46	598	
RUSH	28	3	31	644	69	713	
SANDBURG	25	0	25	575	0	575	
SMITH	26	8	34	598	184	782	
THOREAU	22	0	22	506	0	506	
TWAIN	26	4	30	598	92	690	
WILDER	23	8	31	529	184	713	
<b>Totals</b>	<b>663</b>	<b>105</b>	<b>768</b>	<b>15,249</b>	<b>2,415</b>	<b>17,664</b>	
Middle Schools	Number of Classrooms			Capacity			Total
	Permanent	Relocatable	Total	Capacity Percent	Permanent (30 x Capacity %)	Relocatable (30 x Capacity %)	
ENVIRONMENT	5	0	5	83%	125	0	125
EVERGREEN	36	13	49	83%	896	324	1,220
FINN HILL****	28	0	28	83%	697	0	697
INGLEWOOD	55	0	55	70%	1,155	0	1,155
INTERNATIONAL	21	0	21	83%	523	0	523
KAMIAKIN	30	7	37	70%	630	147	777
KIRKLAND****	25	0	25	83%	623	0	623
NORTHSTAR	0	4	4	70%	0	84	84
REDMOND****	37	7	44	83%	921	174	1,095
RENAISSANCE	0	4	4	70%	0	84	84
ROSE HILL****	41	0	41	83%	1,021	0	1,021
STELLA SCHOL	3	0	3	83%	75	0	75
<b>Totals</b>	<b>281</b>	<b>35</b>	<b>316</b>	<b>9</b>	<b>6,666</b>	<b>813</b>	<b>7,479</b>
Senior High Schools	Number of Classrooms			Capacity			Total
	Permanent	Relocatable	Total	Capacity Percent	Permanent (32 x Capacity %)	Relocatable (32 x Capacity %)	
EMERSON HIGH	10	2	12	70%	224	45	269
EASTLAKE	93	0	93	70%	2,083	0	2,083
FUTURES	3	0	3	70%	67	0	67
JUANITA	55	8	63	83%	1,461	212	1,673
LAKE WASHING	59	10	69	83%	1,567	266	1,833
REDMOND****	73	8	81	83%	1,939	212	2,151
TESLA STEM**	24	0	24	83%	637	0	637
<b>Totals</b>	<b>317</b>	<b>28</b>	<b>345</b>		<b>7,978</b>	<b>735</b>	<b>8,713</b>
<b>TOTAL DISTRICT</b>	<b>1,261</b>	<b>168</b>	<b>1,429</b>		<b>29,893</b>	<b>3,963</b>	<b>33,856</b>
<b>Key:</b>							
Total Enrollment on this chart does not include Emerson K-12, contractual, and WANIC students							
Self-contained rooms have a capacity of 12							
Non-modernized secondary schools have standard capacity of 70%							
****Modernized secondary schools have standard capacity of 83%							

		SPECIAL PROGRAM CLASSROOMS USED									NET AVAILABLE CAPACITY				ENROLLMENT
		Number of Classrooms							Number of Classrooms						
Elementary Schools	Permanent Classrooms	Self Cont.	Resource Rooms	ELL Rooms	Pre-School	Music Rooms	Arts/Sci Rooms	Pull-out Quest	Net Permanent Classrooms	Relocatable Classrooms	Net Permanent Classrooms	Self Contained Classroom	Relocatable Capacity	Total	Oct 2017
ALCOTT	26	0	2	1	0	2	0	0	21	12	483	0	276	759	839
AUDUBON	22	0	2	1	0	1	1	0	17	3	391	0	69	460	598
BELL	27	0	2	1	4	1	1	0	18	0	414	0	0	414	415
BLACKWELL	24	0	1	1	0	1	0	1	20	3	460	0	69	529	560
CARSON	23	0	1	1	3	1	1	0	16	4	368	0	92	460	454
COMMUNITY	3	0	0	0	0	0	0	0	3	0	69	0	0	69	71
DICKINSON	23	2	3	1	0	2	0	0	15	4	345	24	92	461	556
DISCOVERY	3	0	0	0	0	0	0	0	3	0	69	0	0	69	69
EINSTEIN	24	0	2	1	0	1	0	0	20	1	460	0	23	483	445
EXPLORER	3	0	0	0	0	0	0	0	3	1	69	0	23	92	71
FRANKLIN	23	2	2	1	0	1	1	0	16	3	368	24	69	461	456
FROST	24	2	2	1	0	1	1	0	17	1	391	24	23	438	425
JUANITA	23	0	1	1	2	1	1	0	17	0	391	0	0	391	367
KELLER	21	2	2	1	0	1	1	0	14	1	322	24	23	369	367
KIRK	22	0	3	1	0	1	0	0	17	3	391	0	69	460	561
LAKEVIEW	22	0	1	1	0	1	1	0	18	4	414	0	92	506	564
MANN	22	2	2	0	0	1	1	0	16	4	368	24	92	484	461
MCAULIFFE	23	2	1	1	0	1	0	0	18	7	414	24	161	599	493
MEAD	25	0	2	1	0	2	0	0	20	6	460	0	138	598	604
MUIR	23	0	3	1	1	1	1	0	16	0	368	0	0	368	422
REDMOND	31	2	4	1	0	2	0	0	22	8	506	24	184	714	782
ROCKWELL	25	0	2	1	0	2	0	0	20	5	460	0	115	575	634
ROSA PARKS	27	1	2	1	0	2	1	0	20	10	460	12	230	702	644
ROSE HILL	24	2	1	1	0	1	1	1	17	2	391	24	46	461	475
RUSH	28	0	2	1	1	1	1	0	22	3	506	0	69	575	615
SANDBURG	25	0	3	0	1	1	1	0	19	0	437	0	0	437	447
SMITH	26	0	4	1	0	2	0	0	19	8	437	0	184	621	696
THOREAU	22	0	2	1	0	1	0	1	17	0	391	0	0	391	462
TWAIN	26	2	2	1	0	1	1	0	19	4	437	24	92	553	605
WILDER	23	0	2	1	0	2	0	0	18	8	414	0	184	598	615
<b>Totals</b>	<b>663</b>	<b>19</b>	<b>56</b>	<b>25</b>	<b>12</b>	<b>35</b>	<b>15</b>	<b>3</b>	<b>498</b>	<b>105</b>	<b>11,454</b>	<b>228</b>	<b>2,415</b>	<b>14,097</b>	<b>14,773</b>
		Number of Classrooms													
Middle Schools		Self Cont.	Resource Rooms	ELL Rooms					Net Permanent Classrooms	Relocatable Classrooms	Net Permanent Classrooms	Self Contained Classroom	Relocatable Capacity	Total	Oct 2017
ENVIRONMENTAL ****	5	0	0	0					5	0	125	0	0	125	140
EVERGREEN	36	2	2	1					31	13	772	24	324	1,120	1,203
FINN HILL****	28	1	1	1					25	0	623	12	0	635	635
INGLEWOOD	55	1	2	0					52	0	1,092	12	0	1,104	1,208
INTERNATIONAL ****	21	0	0	0					21	0	523	0	0	523	438
KAMIAKIN	30	3	1	1					25	7	525	36	147	708	585
KIRKLAND****	25	2	0	0					23	0	573	24	0	597	615
NORTHSTAR	0	0	0	0					0	4	0	0	84	84	90
REDMOND ****	37	2	0	1					34	7	847	24	174	1,045	1,041
RENAISSANCE	0	0	0	0					0	4	0	0	84	84	92
ROSE HILL ****	41	1	2	1					37	0	921	12	0	933	891
STELLA SCHOLA	3	0	0	0					3	0	75	0	0	75	90
<b>Totals</b>	<b>281</b>	<b>12</b>	<b>8</b>	<b>5</b>					<b>256</b>	<b>35</b>	<b>6,076</b>	<b>144</b>	<b>813</b>	<b>7,033</b>	<b>7,028</b>
		Number of Classrooms													
Senior High Schools		Self Cont.	Resource Rooms	ELL Rooms					Net Permanent Classrooms	Relocatable Classrooms	Net Permanent Classrooms	Self Contained Classroom	Relocatable Capacity	Total	Oct 2017
EMERSON HIGH	10	0	2	0					8	2	179	0	45	224	53
EASTLAKE	93	3	5	1					84	0	1,882	36	0	1,918	1,780
FUTURES	3	0	0	0					3	0	67	0	0	67	27
JUANITA	55	3	3	1					48	8	1,275	36	212	1,523	1,443
LAKE WASHINGTON**	59	3	1	1					54	10	1,434	36	266	1,736	1,597
REDMOND ****	73	4	0	1					68	8	1,806	48	212	2,066	1,764
TESLA STEM ****	24	0	0	0					24	0	637	0	0	637	609
<b>Totals</b>	<b>317</b>	<b>13</b>	<b>11</b>	<b>4</b>					<b>289</b>	<b>28</b>	<b>7,280</b>	<b>156</b>	<b>735</b>	<b>8,171</b>	<b>7,273</b>
<b>TOTAL DISTRICT</b>	<b>1,261</b>	<b>44</b>	<b>75</b>	<b>34</b>	<b>12</b>	<b>35</b>	<b>15</b>	<b>3</b>	<b>1,043</b>	<b>168</b>	<b>24,810</b>	<b>528</b>	<b>3,963</b>	<b>29,301</b>	<b>29,074</b>
<b>Key:</b>															
Total Enrollment on this chart does not include Emerson K-12, contractual, and WANIC students															
Self-contained rooms have a capacity of 12															
Non-modernized secondary schools have standard capacity of 70%															
****Modernized secondary schools have standard capacity of 83%															

## Estimated School Impact Fee Calculation Based on King County Code 21.A.43

### Single Family Residence ("SFR")

#### School Site Acquisition Cost:

	<u>Facility Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	10	\$0	690	\$0	0.4360	\$0
Middle	20	\$0	900	\$0	0.1800	\$0
Senior	40	\$0	1800	\$0	0.1350	\$0
TOTAL						\$0

#### School Construction Cost:

	<u>Percent Permanent</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	90%	\$34,788,420	690	\$45,376	0.4360	\$19,784
Middle	90%	\$54,973,547	900	\$54,974	0.1800	\$9,895
Senior	90%	\$103,185,000	1800	\$51,593	0.1350	\$6,965
TOTAL						\$36,644

#### Temporary Facility Cost:

	<u>Percent Temporary</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	10%	\$225,000	23	\$978	0.4360	\$427
Middle	10%	\$225,000	30	\$750	0.1800	\$135
Senior	10%	\$225,000	32	\$703	0.1350	\$95
TOTAL						\$656

#### State Assistance Credit Calculation:

	<u>Const Cost Allocation</u>	<u>Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ SFR</u>
Elementary	225.97	90.0	28.07%	\$5,709	0.4360	\$2,489
Middle	225.97	108.0	28.07%	\$6,850	0.1800	\$1,233
Senior	225.97	130.0	28.07%	\$8,246	0.1350	\$1,113
TOTAL						\$4,835

## Estimated School Impact Fee Calculation Based on King County Code 21.A.43

### Single Family Residence ("SFR")

#### Tax Payment Credit Calculation:

Average SFR Assessed Value	\$765,190
Current Capital Levy Rate (2018)/\$1000	\$1.26
Annual Tax Payment	\$964.06
Years Amortized	10
Current Bond Interest Rate	3.85%
 Present Value of Revenue Stream	 \$7,878

#### Impact Fee Summary for Single Family Residence:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$36,644
Temporary Facility Cost	\$656
State Assistance Credit	(\$4,835)
Tax Payment Credit	(\$7,878)
 Sub-Total	 \$24,587
 50% Local Share	 \$12,294

<b>SFR Impact Fee</b>	<b>\$12,294</b>
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## Estimated School Impact Fee Calculation Based on King County Code 21.A.43

### Multiple Family Residence ("MFR")

#### School Site Acquisition Cost:

	<u>Facility Acreage</u>	<u>Cost/ Acre</u>	<u>Facility Size</u>	<u>Site Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	10	\$0	690	\$0	0.0660	\$0
Middle	20	\$0	900	\$0	0.0250	\$0
Senior	40	\$0	1800	\$0	0.0180	\$0
TOTAL						\$0

#### School Construction Cost:

	<u>Percent Permanent</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	90%	\$34,788,420	690	\$45,376	0.0660	\$2,995
Middle	90%	\$54,973,547	900	\$54,974	0.0250	\$1,374
Senior	90%	\$103,185,000	1800	\$51,593	0.0180	\$929
TOTAL						\$5,298

#### Temporary Facility Cost:

	<u>Percent Temporary</u>	<u>Construction Cost</u>	<u>Facility Size</u>	<u>Bldg. Cost/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	10%	\$225,000	23	\$978	0.0660	\$65
Middle	10%	\$225,000	30	\$750	0.0250	\$19
Senior	10%	\$225,000	32	\$703	0.0180	\$13
TOTAL						\$96

#### State Assistance Credit Calculation:

	<u>Const Cost Allocation</u>	<u>Sq. Ft./ Student</u>	<u>Funding Assistance</u>	<u>Credit/ Student</u>	<u>Student Factor</u>	<u>Cost/ MFR</u>
Elementary	225.97	90.0	28.07%	\$5,709	0.0660	\$377
Middle	225.97	108.0	28.07%	\$6,850	0.0250	\$171
Senior	225.97	130.0	28.07%	\$8,246	0.0180	\$148
TOTAL						\$696

## Estimated School Impact Fee Calculation Based on King County Code 21.A.43

### Multiple Family Residence ("MFR")

#### Tax Payment Credit Calculation:

Average MFR Assessed Value	\$335,093
Current Capital Levy Rate (2018)/\$1000	\$1.26
Annual Tax Payment	\$422.18
Years Amortized	10
Current Bond Interest Rate	3.85%
 Present Value of Revenue Stream	 \$3,450

#### Impact Fee Summary for Multiple Family Residence:

Site Acquisition Cost	\$0
Permanent Facility Cost	\$5,298
Temporary Facility Cost	\$96
State Assistance Credit	(\$696)
Tax Payment Credit	(\$3,450)
 Sub-Total	 \$1,247
 50% Local Share	 \$624

<b>MFR Impact Fee</b>	<b>\$624</b>
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STUDENT GENERATION FACTORS

Five Year History

SINGLE FAMILY DEVELOPMENTS	CITY/ COUNTY	# PLANNED	# COMPL.	# OCCUP.	2018 STUDENTS			2018 RATIO		
					ELEM	MIDDLE	SENIOR	ELEM	MIDDLE	SENIOR
Ashford Chase	S	38	38	38	22	5	6	0.579	0.132	0.158
Bradford Place	S	16	16	16	13	3	1	0.813	0.188	0.063
Brauerwood Estates	S	33	33	33	19	8	5	0.576	0.242	0.152
Brookside at The Woodlands	R	22	22	22	14	5	2	0.636	0.227	0.091
Crestview	R	31	28	27	7	1	0	0.259	0.037	0.000
Glenshire at English Hill Div I	R	28	28	28	10	0	1	0.357	0.000	0.036
Glenshire at English Hill Div II	R	16	16	16	3	2	7	0.188	0.125	0.438
Glenshire at English Hill Div III	R	9	9	9	3	2	3	0.333	0.222	0.333
Gramercy Park	S	28	28	28	26	4	8	0.929	0.143	0.286
Greystone Manor I	R	91	91	91	73	27	10	0.802	0.297	0.110
Greystone Manor II	R	90	43	43	20	5	5	0.465	0.116	0.116
Harmon Ridge	K	12	12	12	5	1	0	0.417	0.083	0.000
Hazelwood	R	76	76	76	20	8	8	0.263	0.105	0.105
Heather's Ridge	K	41	41	41	4	2	0	0.098	0.049	0.000
Hedgewood	R	11	11	11	2	2	3	0.182	0.182	0.273
Hedgewood East	R	15	15	15	6	1	0	0.400	0.067	0.000
Highland Ridge	K	18	18	18	2	0	3	0.111	0.000	0.167
Inglewood Place	S	21	21	21	16	2	2	0.762	0.095	0.095
Lakeshore Estates	R	17	17	17	4	4	2	0.235	0.235	0.118
Lakeview Lane	K	29	29	29	1	2	2	0.034	0.069	0.069
Lake Vista	S	18	18	18	8	2	2	0.444	0.111	0.111
Meritage Ridge	K	36	36	36	3	0	0	0.083	0.000	0.000
Mondavi/Veronia/Vistas I/Vistas II	R	90	82	82	23	13	16	0.280	0.159	0.195
Panorama Estates	K	18	18	18	4	1	0	0.222	0.056	0.000
Park Ridge	R	51	51	51	17	9	8	0.333	0.176	0.157
Preserve at Kirkland	K	35	35	35	1	1	2	0.029	0.029	0.057
Redmond Ridge East	KC	665	665	665	387	188	116	0.582	0.283	0.174
Reese's Run	S	22	22	22	16	6	2	0.727	0.273	0.091
Sequoia Glen	R	52	52	52	20	3	3	0.385	0.058	0.058
Sequoia Ridge	R	14	14	14	7	3	3	0.500	0.214	0.214
Shadow Creek	R	15	15	15	1	2	2	0.067	0.133	0.133
Stirling Manor	S	16	16	16	10	6	6	0.625	0.375	0.375
Summer Grove I & II	K	38	38	38	6	2	1	0.158	0.053	0.026
Sycamore Park	R	12	12	12	2	0	0	0.167	0.000	0.000
The Retreat	R	14	14	14	3	0	1	0.214	0.000	0.071
The Rise	R	23	23	23	3	1	3	0.130	0.043	0.130
Vintner's Ridge	K	51	51	51	10	7	4	0.196	0.137	0.078
Willowmere Park	R	53	53	53	16	4	6	0.302	0.075	0.113
Willows Bluff	K	26	26	26	4	1	1	0.154	0.038	0.038
Wisti Lane	K	18	18	18	4	3	1	0.222	0.167	0.056
Woodlands Ridge	R	25	25	25	3	1	8	0.120	0.040	0.320
TOTALS		1,934	1,876	1,875	818	337	253	0.436	0.180	0.135

STUDENT GENERATION FACTORS

Five Year History

MULTI-FAMILY DEVELOPMENTS				CITY/ COUNTY	# OF UNITS	% OCCUP/ # COMPL.	# OCCUP.	2018 STUDENTS				2018 STUDENTS			
								ELEM	MIDDLE	SENIOR	TOTAL	ELEM	MIDDLE	SENIOR	TOTAL
Allez Apartments				R	148	95%	140	2	0	2	4	0.014	0.000	0.014	0.029
Arete Apartments				K	62	87%	54	2	1	1	4	0.037	0.019	0.019	0.074
Capri Apartments				K	73	93%	68	1	0	1	2	0.015	0.000	0.015	0.029
Carter on the Park Apartments				R	180	91%	163	4	0	0	4	0.025	0.000	0.000	0.025
Core 83 Apartments				R	120	97%	116	1	2	3	6	0.009	0.017	0.026	0.052
Elan Apartments				R	134	87%	117	2	1	0	3	0.017	0.009	0.000	0.026
Graystone Condos				R	16	16	16	2	0	0	2	0.125	0.000	0.000	0.125
Kempin Meadows Condos				KC	58	58	58	18	4	2	24	0.310	0.069	0.034	0.414
Kestrel Ridge Townhomes				S	35	35	35	7	3	1	11	0.200	0.086	0.029	0.314
Kirkland Commons Condos				K	15	15	15	5	2	1	8	0.333	0.133	0.067	0.533
Kirkland Crossing Apartments				K	185	98%	181	7	0	0	7	0.039	0.000	0.000	0.039
Mile House Apartments				R	177	96%	170	3	1	3	7	0.018	0.006	0.018	0.041
Old Town Lofts Apartments				R	146	95%	139	0	0	1	1	0.000	0.000	0.007	0.007
Plateau 228 Townhomes				S	71	71	71	21	8	4	33	0.296	0.113	0.056	0.465
Pure Apartments				R	105	90%	95	2	2	1	5	0.021	0.021	0.011	0.053
Redmond Ridge East Duplex				KC	135	26	26	4	0	1	5	0.154	0.000	0.038	0.192
Redmond Square Apartments				R	156	89%	139	17	8	6	31	0.122	0.058	0.043	0.223
Slater 116 Condos				K	108	105	105	0	0	0	0	0.000	0.000	0.000	0.000
The Luke Apartments				R	208	94%	195	2	1	0	3	0.010	0.005	0.000	0.015
The Rise Duplex				R	38	38	38	9	2	1	12	0.237	0.053	0.026	0.316
Velocity Apartments				K	58	100%	58	13	6	3	22	0.224	0.103	0.052	0.379
Villas @ Mondavia Townhomes				R	84	84	84	22	13	9	44	0.262	0.155	0.107	0.524
Waterfront Condos				K	18	18	18	0	0	0	0	0.000	0.000	0.000	0.000
Waterscape Apartments				K	196	97%	191	8	3	1	12	0.042	0.016	0.005	0.063
TOTALS					2,526		2,292	152	57	41	250	0.066	0.025	0.018	0.109

	<i>Sandburg Elementary School</i>	<i>Future Elementary School</i>
<i>Cost</i>	<i>598 student capacity *</i>	<i>690 student capacity</i>
Construction Cost (bid 2011, actual const. costs)	\$21,720,911	
Projected Construction Cost in 2019 @ 550 student capacity @ 5% per year	\$30,149,726	
<i>Size Comparison</i>		
	598 students	690 students (all-day kindergarten, and reduced class size grades k-3)
<i>Capacity Adjustment</i>		
2011 Construction Cost	\$36,323 per student space (based on 2011 construction costs, \$21,720,911 / 598 students)	
2019 Projected Cost (adjusted for capacity difference)	\$50,418 per student space (based on 2019 projected costs, \$30,149,726/ 598 students)	\$50,418 per student space x 690 students = \$34,788,420 (based on 2019 projected costs)
<i>Cost Adjustment</i>		
Construction Cost (bid 2011, actual const. costs)	\$21,720,911	
Projected Construction Cost in 2019 @ 690 student capacity		<b>\$34,788,420</b>

*\* Student capacity includes  
69 students for Discovery  
Community School*

<i>Cost</i>	<i>Rose Hill Middle School</i>		<i>Future Middle School</i>	
	<i>900 student capacity</i>		<i>900 student capacity</i>	
	Construction Cost (bid 2012)	\$40,793,000		
	Projected Construction Cost in 2019 @ 5% per year	\$54,973,547		
<i>Size Comparison</i>		900 students		900 students
<i>Capacity Adjustment</i>				
	2012 Construction Cost	\$45,325 per student space (based on 2012 construction costs, \$40,793,000 / 900 students)		
	2019 Projected Cost (no capacity difference)	\$61,082 per student space (based on 2019 projected costs, \$54,973,547 / 900 students)		\$61,082 per student space (based on 2019 projected costs, \$54,973,547 / 900 students)
<i>Cost Adjustment</i>				
	Construction Cost (bid 2012)	\$40,793,000		
	Projected Construction Cost in 2019 @ 900 student capacity			<b>\$54,973,547</b>

<i>Cost</i>	<i>Lake Washington High School</i>		<i>Future High School</i>	
	<i>1,567 student capacity</i>		<i>1,800 student capacity</i>	
	Construction Cost 2009	\$61,000,000		
	Projected Construction Cost in 2019 @ 5% per year	\$89,827,563		
<i>Size Comparison</i>		1,567 students		1,800 students
<i>Capacity Adjustment</i>				
	2009 Construction Cost	\$38,928 per student space (based on 2009 construction costs, \$61,000,000 / 1,567 students)		
	2019 Projected Cost (adjusted for capacity difference)	\$57,325 per student space (based on 2019 projected costs, \$89,827,563 / 1,567 students)		\$57,325 per student space x 1,800 students = \$103,185,000 (based on 2019 projected costs)
<i>Cost Adjustment</i>				
	Construction Cost 2009	\$61,000,000		
	Projected Construction Cost in 2019 @ 1,800 student capacity			<b>\$103,185,000</b>

<b>X.      TABLES</b>
-----------------------

Table 1:            Six-Year Enrollment Projections

Table 2:            Enrollment History

Table 3:            Inventory and Capacities of Existing Schools

Table 4, 4A:        Inventory and Map of Undeveloped Land

Table 5:            Projected Capacity to House Students

Table 6:            Six-Year Finance Plan



### Six-Year Enrollment Projections

	<u>2017*</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
County Live Births**	25,032	24,910	25,348	25,487	26,001	26,315	26,630
change		(122)	438	139	514	314	315
<b>Kindergarten ***</b>	2,237	2,267	2,329	2,346	2,388	2,421	2,451
<b>Grade 1 ****</b>	2,503	2,389	2,410	2,467	2,472	2,515	2,551
<b>Grade 2</b>	2,585	2,759	2,632	2,635	2,685	2,688	2,731
<b>Grade 3</b>	2,465	2,597	2,775	2,625	2,621	2,668	2,671
<b>Grade 4</b>	2,536	2,490	2,618	2,782	2,621	2,615	2,661
<b>Grade 5</b>	2,471	2,555	2,510	2,618	2,780	2,613	2,606
<b>Grade 6</b>	2,329	2,455	2,507	2,442	2,573	2,736	2,592
<b>Grade 7</b>	2,301	2,297	2,407	2,457	2,394	2,521	2,671
<b>Grade 8</b>	2,228	2,272	2,265	2,368	2,415	2,353	2,474
<b>Grade 9</b>	2,084	2,182	2,224	2,220	2,319	2,330	2,274
<b>Grade 10</b>	2,024	2,086	2,190	2,223	2,216	2,309	2,319
<b>Grade 11</b>	1,868	1,938	1,997	2,085	2,115	2,097	2,185
<b>Grade 12</b>	1,941	1,941	2,009	2,061	2,142	2,165	2,151
<b>Total Enrollment</b>	29,572	30,228	30,873	31,329	31,741	32,031	32,337
<b>Yearly Increase</b>		656	645	456	412	290	306
<b>Yearly Increase</b>		2.22%	2.13%	1.48%	1.32%	0.91%	0.96%
<b>Cumulative Increase</b>		656	1,301	1,757	2,169	2,459	2,765

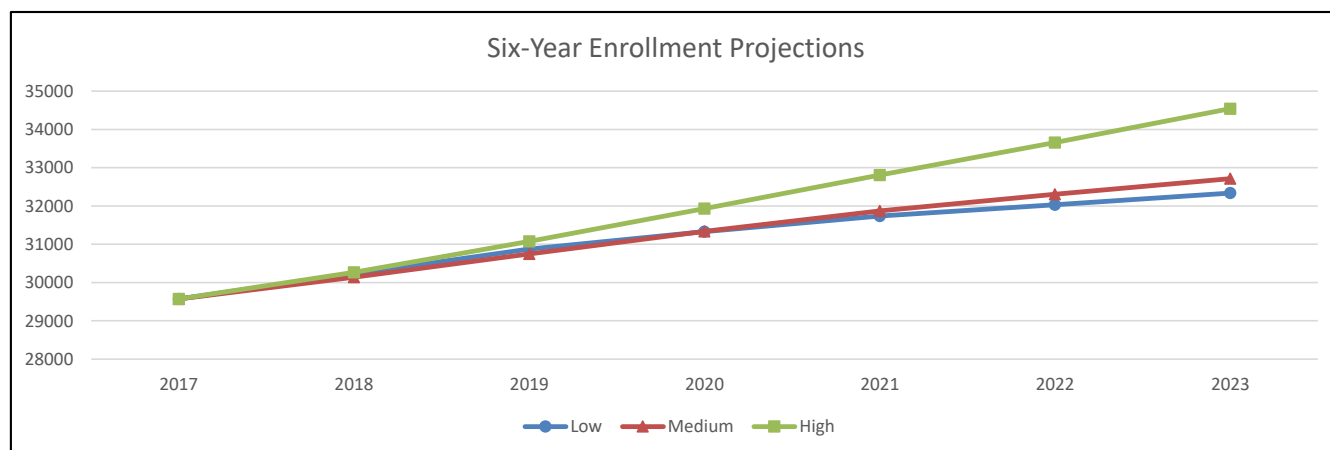
\* Number of Individual Students (10/1/17 Headcount).

\*\* County Live Births estimated based on OFM projections. 2021 and prior year birth rates are actual births 5 years prior to enrollment year.

\*\*\* Kindergarten enrollment is calculated at 8.35% of County Live Births plus anticipated developments.

\*\*\*\* First Grade enrollment is based on District's past history of first grade enrollment to prior year kindergarten enrollment.

Source: LWSD



Source: Western Demographics

### Enrollment History \*

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
County Live Births **	22,431	22,874	22,680	24,244	24,899	25,222	25,057	24,514	24,630	25,032
Kindergarten / Live Birth	7.95%	8.15%	8.25%	7.87%	7.86%	8.08%	8.02%	8.97%	9.46%	8.94%
	<b>Period Average</b>									<b>8.35%</b>
<b>Kindergarten</b>	1,783	1,865	1,872	1,908	1,957	2,037	2,009	2,198	2,329	2,237
<b>Grade 1</b>	1,903	2,047	2,146	2,121	2,150	2,218	2,292	2,292	2,537	2,503
<b>Grade 2</b>	2,020	1,936	2,108	2,203	2,174	2,228	2,284	2,405	2,414	2,585
<b>Grade 3</b>	1,934	2,036	1,968	2,116	2,207	2,236	2,270	2,363	2,492	2,465
<b>Grade 4</b>	1,901	1,937	2,056	1,986	2,125	2,231	2,258	2,315	2,427	2,536
<b>Grade 5</b>	1,854	1,897	1,936	2,051	2,003	2,137	2,257	2,258	2,349	2,471
<b>Grade 6</b>	1,738	1,838	1,898	1,920	2,002	1,979	2,123	2,213	2,270	2,329
<b>Grade 7</b>	1,805	1,726	1,829	1,857	1,929	2,047	2,023	2,114	2,258	2,301
<b>Grade 8</b>	1,673	1,819	1,734	1,831	1,860	1,924	2,053	2,002	2,121	2,228
<b>Grade 9</b>	1,782	1,660	1,756	1,687	1,802	1,868	1,933	1,999	2,002	2,084
<b>Grade 10</b>	1,739	1,780	1,672	1,740	1,714	1,795	1,853	1,961	2,022	2,024
<b>Grade 11</b>	1,728	1,742	1,798	1,671	1,730	1,649	1,727	1,780	1,896	1,868
<b>Grade 12</b>	1,909	1,802	1,816	1,824	1,742	1,699	1,634	1,930	1,889	1,941
<b>Total Enrollment</b>	23,769	24,085	24,589	24,915	25,395	26,048	26,716	27,830	29,006	29,572
<b>Yearly Change</b>		316	504	326	480	653	668	1,114	1,176	566
* October 1st Headcount	<b>Average increase in the number of students per year</b>									<b>645</b>
** Number indicates actual births	<b>Total increase for period</b>									<b>5,803</b>
5 years prior to enrollment year.	<b>Percentage increase for period</b>									<b>24%</b>
	<b>Average yearly increase</b>									<b>2.71%</b>

**2017-18 Inventory and Capacities of Existing Schools**

			<u>Total</u> <u>Capacity**</u>	<u>Net Avail</u> <u>Capacity**</u>
*	<b><u>Juanita Area</u></b>	<b>Address</b>		
25	Frost Elementary	11801 NE 140th	575	438
03	Juanita Elementary	9635 NE 132nd	529	391
04	Keller Elementary	13820 108th NE	506	369
26	Muir Elementary	14012 132nd NE	529	368
06	Discovery Community	12801 84th NE	69	69
06	Sandburg Elementary	12801 84th NE	575	437
02	Thoreau Elementary	8224 NE 138th	506	391
60	Environmental & Adventure	8040 NE 132nd	125	125
63	Finn Hill Middle School	8040 NE 132nd	697	635
67	Kamiakin Middle School	14111 132nd NE	777	708
82	Futures School	10601 NE 132nd	67	67
82	Juanita High School	10601 NE 132nd	1,673	1,523
	<b><u>Kirkland Area</u></b>			
07	Bell Elementary	11212 NE 112th	621	414
96	Community School	11133 NE 65th	69	69
16	Franklin Elementary	12434 NE 60th	598	461
09	Kirk Elementary	1312 6th Street	575	460
10	Lakeview Elementary	10400 NE 68th	598	506
15	Rose Hill Elementary	8044 128th NE	598	461
18	Rush Elementary	6101 152nd NE	713	575
14	Twain Elementary	9525 130th NE	690	553
96	International Community School	11133 NE 65th	523	523
65	Kirkland Middle School	430 18th Avenue	623	597
80	Northstar Middle School	12033 NE 80th	84	84
69	Rose Hill Middle School	13505 NE 75th	1,021	933
61	Stella Schola Middle School	13505 NE 75th	75	75
80	Emerson High	10903 NE 53rd St	269	224
84	Lake Washington High	12033 NE 80th	1,833	1,736
	<b><u>Redmond Area</u></b>			
53	Alcott Elementary	4213 228th NE	874	759
19	Audubon Elementary	3045 180th NE	575	460
46	Dickinson Elementary	7040 208th NE	621	461
24	Einstein Elementary	18025 NE 116th	575	483
46	Explorer Community School	7040 208th NE	92	92
22	Mann Elementary	17001 NE 104th	598	484
23	Redmond Elementary	16800 NE 80th	897	714
21	Rockwell Elementary	11125 162nd NE	690	575
41	Rosa Parks Elementary	22845 NE Cedar Park Crescent	851	702
32	Wilder Elementary	22130 NE 133rd	713	598
74	Evergreen Middle School	6900 208th NE	1,220	1,120
71	Redmond Middle School	10055 166th NE	1,095	1,045
85	Redmond High School	17272 NE 104th	2,151	2,066
73	Tesla STEM High School	400 228th Ave NE	637	637
	<b><u>Sammamish Area</u></b>			
54	Blackwell Elementary	3225 205th PL NE	621	529
52	Carson Elementary	1035 244th Ave NE	621	460
57	McAuliffe Elementary	23823 NE 22nd	690	599
58	Mead Elementary	1725 216th NE	713	598
56	Smith Elementary	23305 NE 14th	782	621
77	Inglewood Middle School	24120 NE 8th	1,155	1,104
86	Renaissance	400 228th NE	84	84
86	Eastlake High School	400 228TH NE	2,083	1,918

\* Note: See Table 4a for District Map. Locations indicated by numbers stated in this column.

\*\* Note: "Total Capacity" = Total permanent/portable capacity as constructed  
(Total Capacity does not account for space used by special programs)  
"Net Available Capacity" = Total Capacity minus uses for special programs  
(Net Available Capacity accounts for space used by special programs)

## Inventory of Undeveloped Land

Area	Site #	Address	Jurisdiction	Status	Use Options
<b>Juanita</b>	None				
<b>Kirkland</b>	None				
<b>Redmond</b>	33	194th NE above NE 116 <sup>th</sup>	King County	No School Use	No School Use Allowed – see footnote
	75	22000 Novelty Hill Road	King County	In Reserve	Undetermined – see footnote
	90	NE 95 <sup>th</sup> and 195 <sup>th</sup> NE	King County	No School Use	No School Use Allowed– see footnote
	91	NE 95 <sup>th</sup> Street and 173 <sup>rd</sup> Place NE	King County	In Reserve	Undetermined
<b>Sammamish</b>	59	Main and 228 <sup>th</sup> NE	Sammamish	In Reserve	Potential School Site

### Footnotes

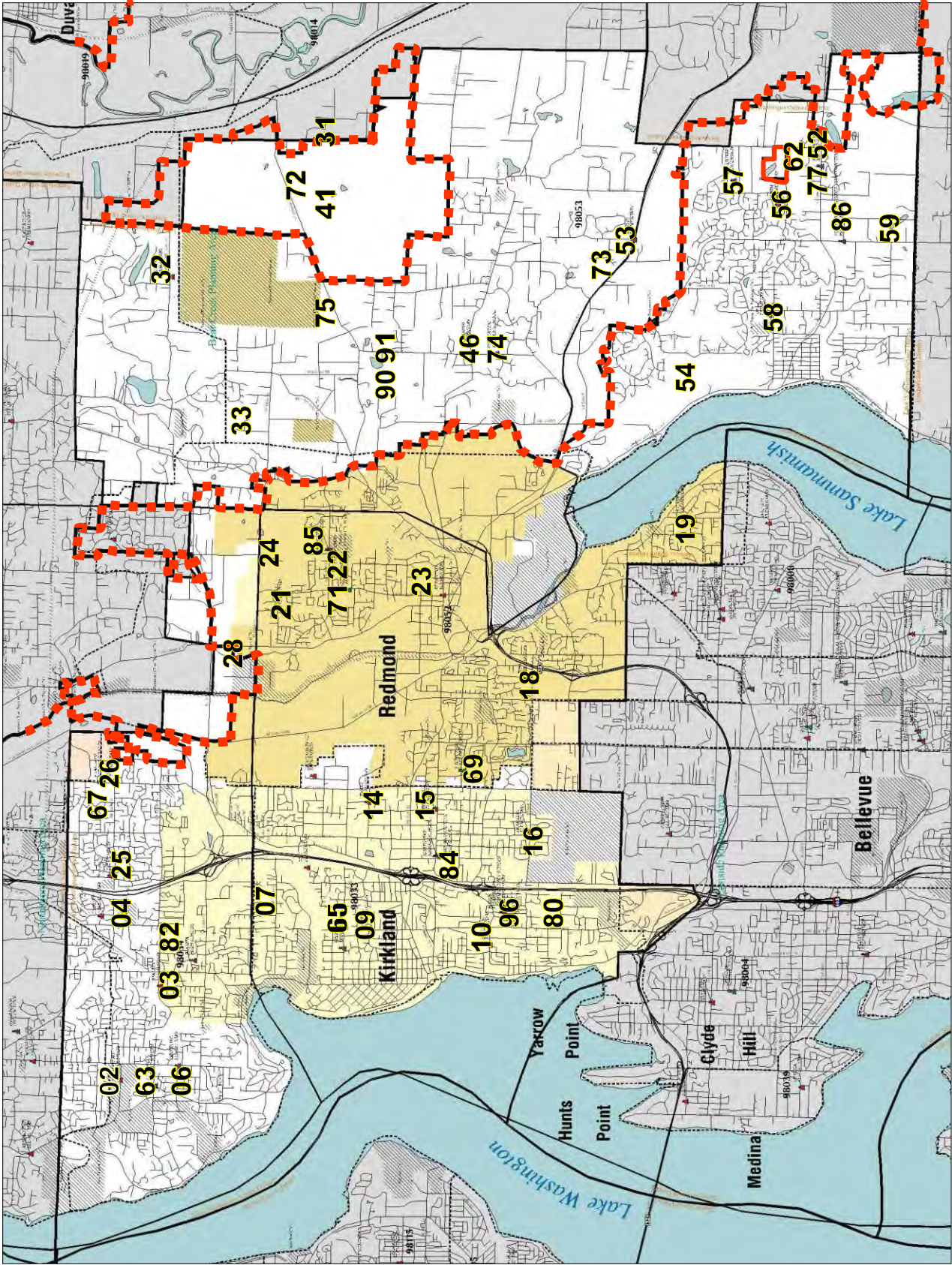
“In Reserve”	Refers to sites owned by the District. While the District does not anticipate to construct school facilities on these sites within the six-years of this plan, the property is being held for the District’s long term needs.
“No School Use”	Property unable to be used for a school site due to the King County School Siting Task Force recommendations as adopted by the King County Council.

### Use Option Notes

The King County Rural Area Task Force concluded

Site 33	19.97 acres located 1/4 mile east of Avondale Road - <i>no school use allowed</i> ; potential conservation value.
Site 75	37.85-acre site located on the north side of Novelty Hill Road & adjacent to south boundary of Redmond Ridge. The District must work with King County to find an alternative site within the UGA. If an alternative site cannot be feasibly located, the District can use the site for a "small [5 acre] environmental school" while placing the remainder of the use into permanent conservation..
Site 90	26.86 acres located 1/4 mile south of Novelty Hill Road and 1/2 mile east of Redmond City Limits - <i>no school use allowed</i> .





**Projected Capacity to House Students<sup>^</sup>**

	2017	2018	2019	2020	2021	2022	2023
<b>Permanent Capacity</b>	25,338						
<b>New Construction*:</b>							
Ella Baker Elementary #31		690					
Clara Barton Elementary #28		690					
Redmond Ridge Middle School #72			900				
** New Lake Washington Learning Community Elementary					690		
** Lake Washington High School Addition						500	
*** New Eastside Choice High School in Sammamish							600
<b>Rebuild and Expansion</b>							
Kirk Elementary School #09			299				
Mead Elementary School #58			230				
Juanita High School #82				504			
** Alcott Elementary School #53						207	
*** Kamiakin Middle School #67							321
Permanent Capacity Subtotal	25,338	26,718	28,147	28,651	29,341	30,048	30,969
Total Enrollment	29,572	30,228	30,873	31,329	31,741	32,031	32,337
<b>Permanent Surplus/(Deficit) <u>without unsecured</u> Projects</b>	<b>(4,234)</b>	<b>(3,510)</b>	<b>(2,726)</b>	<b>(2,678)</b>	<b>(3,090)</b>	<b>(3,380)</b>	<b>(3,686)</b>
<b>Permanent Surplus / (Deficit) <u>with</u> Projects</b>	<b>(4,234)</b>	<b>(3,510)</b>	<b>(2,726)</b>	<b>(2,678)</b>	<b>(2,400)</b>	<b>(1,983)</b>	<b>(1,368)</b>

\* New schools and additional permanent capacity through rebuilding / expansion (replacement)

\*\* Projects that are not funded

<sup>^</sup> Does not include relocatable capacity

## Six-Year Finance Plan

Fiscal Year *	2018	2019	2020	2021	2022	2023	Total	Est Secured State	Local ^
<b>2016 Bond Projects (voter approved)</b>									
Site 31 New - Redmond Ridge East Elementary (Ella Baker)	1,098,728						1,098,728		1,098,728
Site 28 New - North Redmond Elementary (Clara Barton)	1,098,728						1,098,728		1,098,728
Site 09 Rebuild/Enlarge - Kirk Elementary	35,107,855	1,138,171					36,246,026	3,000,000	33,246,026
Site 58 Rebuild/Enlarge - Mead Elementary	35,107,855	1,138,171					36,246,026	3,000,000	33,246,026
Site 72 New - Redmond Area Middle School	31,308,372	1,334,582					32,642,954		32,642,954
Site 82 Rebuild/Enlarge - Juanita High School	57,519,688	34,935,377	4,034,076	149,021			96,638,162	15,000,000	81,638,162
<b>Proposed Projects **</b>									
Site XX New - Lake Washington Learning Community Elementary		5,076,000	39,292,000	2,632,000			47,000,000		47,000,000
Site 84 Addition - Lake Washington High School			4,716,000	29,124,000	2,088,000	72,000	36,000,000		36,000,000
Site 53 Rebuild/Enlarge - Alcott Elementary		1,012,000	9,752,000	29,348,000	5,888,000		46,000,000		46,000,000
Site 67 Rebuild/Enlarge - Kamiakin Middle School		332,000	1,494,000	13,031,000	52,871,000	12,118,000	79,846,000		79,846,000
Site 59 New - Eastside Choice High School in Sammamish				3,285,000	21,195,000	19,215,000	43,695,000		43,695,000
<b>Relocatable Classrooms (as needed)</b>									
Relocatables	1,350,000	1,350,000	1,350,000	1,350,000			5,400,000		5,400,000
<b>Totals</b>	<b>\$162,591,225</b>	<b>\$46,316,302</b>	<b>\$60,638,076</b>	<b>\$78,919,021</b>	<b>\$82,042,000</b>	<b>\$31,405,000</b>	<b>\$461,911,624</b>	<b>\$21,000,000</b>	<b>\$440,911,624</b>

\* Fiscal year is from September of the year stated through August of the following year (e.g. "2018" means "September 2018 through August 2019")

\*\* Monies for the major projects above have not been secured but these projects are shown because of the need

^ Includes secured and unsecured local bond funding and impact fees. Impact fees may be applied to growth related capacity projects

## ORDINANCE O-4665

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO SCHOOL IMPACT FEES AND AMENDING SECTION 27.08.150 OF THE KIRKLAND MUNICIPAL CODE.

The City Council of the City of Kirkland do ordain as follows:

Section 1. Kirkland Municipal Code Section 27.08.150 is amended to read as follows:

**27.08.150 Fee schedule.**

(a) School Impact Fee Schedule. School impact fees shall be set as set forth below:

Type of Land Use	Impact Fee	Per Unit
Single-Family Dwelling (detached unit)	<del>\$11,954</del> <u>12,294</u>	Dwelling Unit
Multifamily Dwelling (attached, stacked, and assisted living unit)	<del>\$733</del> <u>624</u>	Dwelling Unit

(b) The city shall collect an administrative fee of sixty-five dollars per filing per residential permit in order to cover the administrative cost of collecting, processing, and handling the impact fees described in this chapter.

Section 2. 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 3. This ordinance shall be in force and effect January 1, 2019, 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 \_\_\_\_\_, 2018.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Amy Walen, Mayor



Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk

Approved as to Form:

\_\_\_\_\_  
Kevin Raymond, City Attorney

PUBLICATION SUMMARY  
OF ORDINANCE NO. O-4665

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO SCHOOL IMPACT FEES AND AMENDING SECTION 27.08.150 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Amends Kirkland Municipal Code Section 27.08.150 by amending rates for school impact fees.

SECTION 2. Provides a severability clause for the ordinance.

SECTION 3. 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 January 1, 2019, 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 \_\_\_\_\_, 2018.

I certify that the foregoing is a summary of Ordinance \_\_\_\_\_ approved by the Kirkland City Council for summary publication.

\_\_\_\_\_  
Kathi Anderson, City Clerk



**CITY OF KIRKLAND**  
**Human Resources Department**  
123 5<sup>th</sup> Avenue, Kirkland, WA 98033 425-587-3210  
www.kirklandwa.gov

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Chris Thomas, Director of Human Resources

**Date:** November 8, 2018

**Subject:** Ratification of 2018-2020 AFSCME Local 1837 Collective Bargaining Agreement

### **RECOMMENDATION**

That the Council adopts the 2018-2020 Collective Bargaining Agreement between the City of Kirkland and the AFSCME Local 1837.

By accepting this memo during approval of the consent calendar, the Council is approving the Agreement. The attached MOU(s) do not require approval by the Council but are included for the Council's information. The MOUs are related to VEBA contributions, payroll changes necessary to implement the new financial system MUNIS, and to the 2019 Compensation study. (Note: If the AFSCME Union does not ratify the agreement, then this item will be pulled from the November 20 consent agenda)

### **BACKGROUND DISCUSSION**

The American Federation of State, County and Municipal Employees, Local 1837, Washington State Council of County and City Employees (AFSCME) is the largest bargaining unit in the City of Kirkland with 203 employees currently filling approximately 103 job classifications. AFSCME employees play an important role in most every part of City services with participation spanning across nine of the eleven departments. AFSCME job responsibilities include but are not limited to administrative and judicial support professionals, technicians, coordinators, planners, inspectors, finance professionals, engineers and analysts.

The City of Kirkland was advised that members of the AFSCME Local 1837, on November 19, 2018, approved the proposed 2018-2020 Collective Bargaining Agreement and attached Memorandums of Understanding (MOU).

Some highlights of the agreement are:

- Three year agreement (January 1, 2018-December 31, 2020)
- Percentage based wage increases:
  - 2018 – 3%
  - 2019 – 3%
  - 2020 – 2%

- Article 3.1 New dues deduction language added based on the Janus decision
- Article 4.4 New employee union orientation time added based on Janus decision
- Article 7.7 Outside employment language moved into this section
- Article 15 - Health care providers edits and medical waiver language added
- Appendix A - Salary Table 2018
- Appendix B – VEBA contributions amounts
- Appendix C – Munis changes
- Appendix D – 2019 Compensation study

The attached MOU(s) were also approved by the members of the AFSCME Local 1837 (not subject to Council approval).

Some highlights of the MOU(s) are:

- Building Inspector, Electrical Building Inspector I & II received a 2018 market adjustment

Members of Negotiation Teams warrant commendation for this collaborative negotiation process.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement (or a substantially similar version if minor corrections become necessary) with the AFSCME Local 1837.

*Attachment: City of Kirkland and 2018-2020 AFSCME Local 1837 Collective Bargaining Agreement, Appendices, and MOU(s)*

# AGREEMENT

by and between

**The City of Kirkland, Washington**

and

**LOCAL #1837**

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

January 1, 2018 through December 31, 2020

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**APPENDICES**

**A – Salary Schedules**

**B – Health Reimbursement Account – HRA (VEBA)**

**C – Munis Changes**

**D – 2019 Salary Survey**

## **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 Affected Employees: 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

1.2 Affected Group: An Affected Group would be any job classification that is subject to a layoff.

1.3 Application of Seniority

How an employee’s years of continuous service are utilized to determine their respective rights in regard to postings, promotions, transfer, layoff, or recall.

1.4 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.

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

1.6 Bumping; The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

1.7 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.

1.8 Competent: 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.

1.9 Comparable Employment: “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.

1.10 Continuous Service: shall be uninterrupted calendar-based employment with the Employer subject to the following provisions: service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment or suspended during leaves without pay of thirty (30) continuous days or more.

1.11 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.

1.12 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.

1.13 Employer: shall mean the City of Kirkland.

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

1.15 Executive, Administrative, and Professional Employees: shall mean all employees as defined in WAC 296-128-500.

1.16 Flex-time: shall mean an authorized alternative work schedule.

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

1.18 Job classifications and salary steps: are listed and categorized in Appendix A of this Agreement.

1.19 Job Classification Seniority: shall be defined as the total length of continuous service in a job classification within the Bargaining Unit.

1.20 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 FTE's covered by this agreement.

1.21 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.

1.22 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.

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

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

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

1.26 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.

1.27 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. For the purpose of Medical Benefits the pro-rated amount will be based upon the approved FTE as referenced in Article 5.2.2.

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

1.29 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.

1.30 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.

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

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

1.33 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 the 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 Appendix 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 DUES DEDUCTION**

Upon written authorization from an employee who chooses to join the Union, the Employer shall deduct once each month from the wages of that employee all Union dues and fees uniformly levied. The dues shall be provided to the Union within thirty (30) days of the deduction request. Rights of non-association and dues deductions shall be administered consistent with applicable state and federal law.

The Employer shall honor the terms and conditions of each employee's authorization for deduction of Union membership dues and fees. The Employer will continue to deduct and remit dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the deduction authorization executed by the employee. If the employee is not willing to halt deductions through the Union, and provides the Employer with written notice requesting termination of the deductions, the Employer will provide the Union with a copy of the request and will honor the employee's request in a manner consistent with the employee's deduction authorization and membership agreement with the Union, if allowed by 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 compliance with this article and any and all issues related to the deduction of dues or fees for the Union.

The Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

#### **3.2 BARGAINING UNIT ROSTER**

The Employer shall provide the Union with a roster of employees covered by this Agreement on a bi-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.

#### **3.3 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**

The Employer will provide advance notification to the Union Department Representative and Local Union President (or designee) of all new hires by means of an electronic new hire offer letter, courtesy copy. A Union official and the newly hired employee shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

### **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.

When temporary employees are hired into a regular position, the duration of the probationary period completed during the temporary assignment will be applied to the probationary period of the regular position utilizing the following criteria:

- There is no change in Classification when moving from the temporary to the regular position.
- There is no change in Department when moving from the temporary to the regular position.
- There is no change in Supervisor when moving from the temporary to the regular position.
- The employee has demonstrated full performance of the job during the temporary assignment.
- The employee has not had performance issues during the temporary assignment.

The Union will be notified if a probationary period is extended or restarted at the time of hire into the regular position.

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 for vacation accruals, sick leave, and holiday pay. For medical and dental premiums the monthly premium will be prorated by their FTE plus an additional 10% of their FTE. For example a .8 FTE's benefits premiums will be prorated by .88%. Vision benefits will be paid at 100%.

### **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 and will be applied based on the definitions in Articles 5.2.1 and 5.2.2 based on their anticipated work schedule.

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 work more than six (6) months. A seasonal employee is not eligible to receive the benefits package.

#### 5.2.5 On-Call / Extra Help Employees (Variable Hour Employees):

A variable hour 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 applied based on Article 5.2.2 above. 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.

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 overtime 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 (1 ½) 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 1<sup>st</sup>, for all hours earned through October 31<sup>st</sup>, provided however, with written notice submitted to the payroll preparer prior to October 31<sup>st</sup>, 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 eliminated or filled, the trial service period and any associated return rights will end. If the previous position is filled, the right to assign the promoted employee back to the previous position to assist with workload or training shall continue. 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 an 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 plans 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 an 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.

## **7.7 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 Employer's Personnel policies.

## **ARTICLE 8 – SENIORITY- (Section 8.1-8.4)-LAYOFF (Section 8.5-8.15)**

### **8.1 ESTABLISHMENT OF SENIORITY**

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.

### **8.2 APPLICATION OF SENIORITY**

In the event of transfer, layoff, postings/promotions, bumping or recall, bargaining unit 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/ transfer**

In regard to job postings, promotion, and transfer, "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 Bumping**

As to bumping, the employee's "competence" and the ability, as defined in Article 1.7, to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority.

#### **8.2.3 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 bargaining unit seniority, consistent with Article 8.2.2.

### **8.3 LOSS OF SENIORITY**

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

8.3.1 Resignation.

8.3.2 Discharge.

8.3.3 Retirement.

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

8.3.5 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.

### **8.4 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.

### **8.5 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 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.

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 AFFECTED GROUP**

The following procedure shall apply to any layoff:

8.6.1 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 1.20. 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.

## **8.7 NOTICE**

The Union shall be provided written notice of all proposed layoffs and of positions to which laid off employees may be eligible to bump and 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.

### **8.7.1 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 8.10.

### **8.7.2 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.

## **8.8 Meeting with Union**

After receiving notice and 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/negotiate 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.

## **8.9 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. 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.

## **8.10 Layoff Options**

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

### **8.10.1 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.

### **8.10.2 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.

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.

#### 8.10.3 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 8.12.

### 8.11 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 8.10 and 8.12. 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.

### 8.12 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 the employee(s) classification, employee(s) 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 classification 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 8.3; provided, however, that no benefits shall be accrued during the period of layoff.

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.

### **8.13 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 8.10.1. Within other departments affected employees will be given consideration for vacant positions for which they are qualified.

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 8.12.

### **8.14 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.

### **8.15 UNEMPLOYMENT CLAIMS**

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

## **ARTICLE 9 – WAGES**

### **9.1 WAGE SCHEDULE**

The monthly salaries for employees and classifications covered by this Agreement are located in Appendix A. The parties recognize that the information used to compile the data for the salary survey needs to be reviewed and updated due to a number of circumstances. Some of these elements include increased population of Kirkland, changes in job descriptions due to layoffs and the re-distribution of work, and the re-use of aged information. The parties agree that before conducting a new salary survey these items, or other related issues, will be discussed and reviewed for possible changes and updates. This provision creates no commitment by either party to act on any survey results.

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 1, 2018, the monthly rates of pay shall be increased by three percent (3%) through December 31, 2018.

9.1.1.b Effective January 1, 2019, the monthly rates of pay shall be increased by three percent (3%) through December 31, 2019.

9.1.1.c Effective January 1, 2020, the monthly rates of pay shall be increased by two percent (2%) through December 31, 2020.

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.

## **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 who is exposed to the hazards set forth in WAC 296-800-16060 a footwear allowance, for ANSI approved work footwear. The footwear allowance shall be in amount of two hundred dollars (\$200.00) distributed on first payday of September each year the employee is eligible:

**Footwear Allowance Eligibility Schedule:**

Level One: Encounters foot hazards as defined by the WAC at least 3x per month (minimum of 36 times per year) = eligible for footwear allowance every year

Level Two: Encounters foot hazards as defined by the WAC at least 2x per month (minimum 24 times per year) = eligible for footwear allowance every two years

Level Three: Encounters foot hazards as defined by the WAC occasionally (minimum of/or less than 23 times per year) = eligible for footwear allowance every three years

An eligible employee may choose to waive their footwear allowance. If an employee waives their footwear allowance they will not be considered for another allowance until their next eligibility period. If an employee who waived their allowance would like to receive a footwear allowance in between eligibility periods they must submit a request to the Safety and Risk Analyst. Once they use their allowance the eligibility period for the next footwear allowance is set forth from that date.

New employees will be required to wear footwear but will not receive footwear allowance until they have completed their probation period. Once their probationary period is complete they will be added to the eligibility list per the eligibility schedule to receive a footwear allowance the following September.

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 nine (9) continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

For the term of this Agreement:

\$ 70.00 total per month at the start of the 10<sup>th</sup> year of service  
\$120.00 total per month at the start of the 15<sup>th</sup> year of service  
\$170.00 total per month at the start of the 20<sup>th</sup> 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	Friday following the 4 <sup>th</sup> Thursday 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 <sup>st</sup> - 4 <sup>th</sup> years	104 hours
5 <sup>th</sup> - 7 <sup>th</sup> years	128 hours
8 <sup>th</sup> - 10 <sup>th</sup> years	136 hours
11 <sup>th</sup> - 13 <sup>th</sup> years	144 hours
14 <sup>th</sup> - 16 <sup>th</sup> years	160 hours
17 <sup>th</sup> - 19 <sup>th</sup> years	176 hours
20 <sup>th</sup> - 24 <sup>th</sup> years	192 hours
25 <sup>th</sup> 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-ratio 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, as defined in Article 1.11, 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 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 leave without pay 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 will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent). The Employer will also offer a fully-insured HMO option through Kaiser Permanente (or its equivalent). During the duration of this agreement the Employer shall make every effort 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 at least one appointed representative on the Whole Health Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. 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 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.

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, up to a guaranteed issue amount of \$250,000. 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 5.2.2.

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.

15.2.4 An employee that elects to waive their medical coverage with the City will receive \$100/month that will be added to their paycheck in accordance with Article 5.2.2. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage. Part-time employees who waive coverage will receive a pro-rated amount according to their FTE amount.

### **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. The City and the Union agree to reevaluate this benefit pending Cadillac Tax liability in the future.

### **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.

### **15.5 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)**

The Employer will make contributions to a HRA (VEBA) in the amount of \$1200/year for employee only coverage or \$2400/year for family coverage if the employee enrolls in the City of Kirkland HDHP. If the Employee is enrolled in either First Choice or Kaiser Permanente and satisfies the Wellness incentive criteria, as described in Appendix B, the Employer will contribute up to an additional \$600/year into the HRA (VEBA). Contributions to the HRA (VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

15.5.1 Part-time employees shall receive the full HRA (VEBA) contribution, however premiums for the medical, dental, and vision benefits will be prorated according to Article 5.2.2.

15.5.2 If an employee's hours drop below 20 hours per week or 80 hours per month, the employee will be subject to the underwriting rules of the medical, dental, vision and other plans. In such cases the employee will be removed from the active plan and provided COBRA coverage.

## **15.6 EMPLOYEE HEALTH CENTER**

The Employer will contract with a vendor selected by the Employer to open and operate an Employee Health Center. The Health Center will be open to employees, their spouses/domestic partners and children over two years of age who are covered under the Employer's First Choice HDHP or Kaiser Permanente Plan. Services provided at the Health Center, per the contract with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered participants, covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open the Agreement for bargaining.

## **15.7 PROFESSIONAL HEALTH SERVICES**

The Employer will contract with a vendor of their choosing to provide Professional Health Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contract with the vendor, will be at no cost to the Employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

# **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, 2018, and remain in full force and effect through December 31, 2020.

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: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Council 2

Approved as to Form:

By: \_\_\_\_\_  
William Evans, Assistant City Attorney

By: \_\_\_\_\_  
Sudie Elkayssi, President, Local # 1837



# AGREEMENT

by and between

**The City of Kirkland, Washington**

and

**LOCAL #1837**

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

January 1, ~~2015~~2018 through December 31, ~~2017~~2020

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A – ~~High Deductible Health Plan~~Salary Schedules  
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~~C – Salary Schedules~~D – 2019 Salary Survey

### **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 Affected Employees: 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

1.2 Affected Group: An Affected Group would be any job classification that is subject to a layoff.

1.3 Application of Seniority

How an employee’s years of continuous service are utilized to determine their respective rights in regard to postings, promotions, transfer, layoff, or recall.

1.4 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.

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

1.6 Bumping: The displacement of a less senior regular employee by another regular employee with more seniority as defined by this Article.

1.7 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.

1.8 Competent: 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.

1.9 Comparable Employment: “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.

1.10 Continuous Service: shall be uninterrupted calendar-based employment with the Employer subject to the following provisions: service is terminated by resignation, termination, retirement, layoff or failure to respond to two offers of recall to former or comparable employment or suspended during leaves without pay of thirty (30) continuous days or more.

1.11 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.

1.12 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.

1.13 Employer: shall mean the City of Kirkland.

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

1.15 Executive, Administrative, and Professional Employees: shall mean all employees as defined in WAC 296-128-500.

1.16 Flex-time: shall mean an authorized alternative work schedule.

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

1.18 Job classifications and salary steps: are listed and categorized in Appendix A of this Agreement.

1.19 Job Classification Seniority: shall be defined as the total length of continuous service in a job classification within the Bargaining Unit.

1.20 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 FTE's covered by this agreement.

1.21 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.

1.22 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.

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

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

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

1.26 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.

1.27 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. For the purpose of Medical Benefits the pro-rated amount will be based upon the approved FTE as referenced in Article 5.2.2.

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

1.29 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.

1.30 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.

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

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

1.33 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 the 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~~ Appendix 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, 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.~~

~~Upon written authorization from an employee who chooses to join the Union, the Employer shall deduct once each month from the wages of that employee all Union dues and service fees uniformly levied. above shall be deducted by the Employer The dues shall and be provided to the Union within thirty (30) days of the deduction request. 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, and dues deductions and any service fee shall be administered consistent with applicable state and federal law.~~

The Employer shall honor the terms and conditions of each employee's authorization for deduction of Union membership dues and fees. The Employer will continue to deduct and remit dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the deduction authorization executed by the employee. If the employee is not willing to halt deductions through the Union, and provides the Employer with written notice requesting termination of the deductions, the Employer will provide the Union with a copy of the request and will honor the employee's request in a manner consistent with the employee's deduction authorization and membership agreement with the Union, if allowed by 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 compliance with this article and any check-off of and all issues related to the deduction of dues or fees 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.

### **3.32 BARGAINING UNIT ROSTER**

The Employer shall provide the Union with a roster of employees covered by this Agreement on ~~an~~ bi-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.

### **3.43 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.~~

The Employer will provide advance notification to the Union Department Representative and Local Union President (or designee) of all new hires by means of an electronic new hire offer letter, courtesy copy. A Union official and the newly hired employee shall, at no loss of pay, be granted up to thirty minutes to provide each new employee a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

#### **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.

When temporary employees are hired into a regular position, the duration of the probationary period completed during the temporary assignment will be applied to the probationary period of the regular position utilizing the following criteria:

- There is no change in Classification when moving from the temporary to the regular position.
- There is no change in Department when moving from the temporary to the regular position.
- There is no change in Supervisor when moving from the temporary to the regular position.
- The employee has demonstrated full performance of the job during the temporary assignment.
- The employee has not had performance issues during the temporary assignment.

The Union will be notified if a probationary period is extended or restarted at the time of hire into the regular position.

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 for vacation accruals, sick leave, and holiday pay. For medical and dental premiums the monthly premium will be prorated by their FTE plus an additional 10% of their FTE. For example a .8 FTE's benefits premiums will be prorated by .88%. Vision benefits will be paid at 100%.

### 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 and will be applied based on the definitions in Articles 5.2.1 and 5.2.2 based on their anticipated work schedule.

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 work more than six (6) months. A seasonal employee is not eligible to receive the benefits package.

#### 5.2.5 On-Call / Extra Help Employees (Variable Hour Employees):

A variable hour 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 applied based on Article 5.2.2 above. 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 overtime 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 1<sup>st</sup>, for all hours earned through October 31<sup>st</sup>, provided however, with written notice submitted to the payroll preparer prior to October 31<sup>st</sup>, 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 eliminated or filled, the trial service period and any associated return rights will end. If the previous position is filled, the right to assign the promoted employee back to the previous

position to assist with workload or training shall continue. 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 an 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 plans 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 an 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.

## **7.7 OUTSIDE EMPLOYMENT**

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.

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## **ARTICLE 8 – SENIORITY- (Section 8.1-8.4)-LAYOFF (Section 8.5-8.15)**

### **8.1 ESTABLISHMENT OF SENIORITY**

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.

## **8.2 APPLICATION OF SENIORITY**

In the event of transfer, layoff, postings/promotions, bumping or recall, bargaining unit 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/ transfer**

In regard to job postings, promotion, and transfer, “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 Bumping**

As to bumping, the employee’s “competence” and the ability, as defined in Article 1.7, to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with bargaining unit seniority.

### **8.2.3 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 bargaining unit seniority, consistent with Article 8.2.2.

## **8.3 LOSS OF SENIORITY**

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

8.3.1 Resignation.

8.3.2 Discharge.

8.3.3 Retirement.

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

8.3.5 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.

#### **8.4 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.

#### **8.5 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 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.

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 AFFECTED GROUP**

The following procedure shall apply to any layoff:

##### **8.6.1 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 1.20. 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.

#### **8.7 NOTICE**

The Union shall be provided written notice of all proposed layoffs and of positions to which laid off employees may be eligible to bump and 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.

#### 8.7.1 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 8.10.

#### 8.7.2 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.

### 8.8 Meeting with Union

After receiving notice and 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/negotiate 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.

### 8.9 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. 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.



### **8.10 Layoff Options**

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

#### **8.10.1 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.

#### **8.10.2 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.

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.

#### **8.10.3 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 8.12.

### **8.11 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 8.10 and 8.12. 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.

**8.12 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 the employee(s) classification, employee(s) 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 classification 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 8.3; provided, however, that no benefits shall be accrued during the period of layoff.

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.

### **8.13 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 8.10.1. Within other departments affected employees will be given consideration for vacant positions for which they are qualified.

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 8.12.

### **8.14 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.

### **8.15 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 ~~C~~A. The parties recognize that the information used to compile the data for the salary survey needs to be reviewed and updated due to a number of circumstances. Some of these elements include increased population of Kirkland, changes in job descriptions due to layoffs and the re-distribution of work, and the re-use of aged information. The parties agree that before conducting a new salary survey these items, or other related issues, will be discussed and reviewed for possible changes and updates. This provision creates no commitment by either party to act on any survey results.

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 1, ~~2015~~2018, the monthly rates of pay shall be increased by ~~two-three~~ percent (~~32~~%) through December 31, ~~2015~~2018.

9.1.1.b Effective January 1, ~~2016~~2019, the monthly rates of pay shall be increased by ~~two-three~~ percent (~~32~~%) through December 31, ~~2016~~2019.

9.1.1.c Effective January 1, ~~2017~~2020, the monthly rates of pay shall be increased by two percent (2%) through December 31, ~~2017~~2020.

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.

### 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 who is exposed to the hazards set forth in WAC 296-800-16060 a footwear allowance, for ANSI approved work footwear. The footwear allowance shall be in amount of two hundred dollars (\$200.00) distributed on first payday of September each year the employee is eligible:

Footwear Allowance Eligibility Schedule:

Level One: Encounters foot hazards as defined by the WAC at least 3x per month (minimum of 36 times per year) = eligible for footwear allowance every year

Level Two: Encounters foot hazards as defined by the WAC at least 2x per month (minimum 24 times per year) = eligible for footwear allowance every two years

Level Three: Encounters foot hazards as defined by the WAC occasionally (minimum of/or less than 23 times per year) = eligible for footwear allowance every three years

An eligible employee may choose to waive their footwear allowance. If an employee waives their footwear allowance they will not be considered for another allowance until their next eligibility

period. If an employee who waived their allowance would like to receive a footwear allowance in between eligibility periods they must submit a request to the Safety and Risk Analyst. Once they use their allowance the eligibility period for the next footwear allowance is set forth from that date.

New employees will be required to wear footwear but will not receive footwear allowance until they have completed their probation period. Once their probationary period is complete they will be added to the eligibility list per the eligibility schedule to receive a footwear allowance the following September.

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 nine (9) continuous years of service to the Employer will receive a flat rate per month and will not be affected by the COLA.

For the term of this Agreement:

\$ 70.00 total per month at the start of the 10<sup>th</sup> year of service  
 \$120.00 total per month at the start of the 15<sup>th</sup> year of service  
 \$170.00 total per month at the start of the 20<sup>th</sup> 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	Friday following the 4 <sup>th</sup> Thursday 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 <sup>st</sup> - 4 <sup>th</sup> years	104 hours
5 <sup>th</sup> - 7 <sup>th</sup> years	128 hours
8 <sup>th</sup> - 10 <sup>th</sup> years	136 hours
11 <sup>th</sup> - 13 <sup>th</sup> years	144 hours
14 <sup>th</sup> - 16 <sup>th</sup> years	160 hours
17 <sup>th</sup> - 19 <sup>th</sup> years	176 hours
20 <sup>th</sup> - 24 <sup>th</sup> years	192 hours
25 <sup>th</sup> 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-ratio 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, as defined in Article 1.11, 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 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-ratio 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 leave without pay 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 will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) ~~with coverages illustrated in Appendix A.~~ The Employer will also offer a fully-insured HMO option through ~~Group Health~~ Kaiser Permanente (or its equivalent). During the duration of this agreement the Employer shall make every effort 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 at least one appointed representative on the ~~Health and Welfare Benefits~~ Whole Health Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. 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 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.

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, up to a guaranteed issue amount of \$250,000. 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 5.2.2.

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.

15.2.4 An employee that elects to waive their medical coverage with the City will receive \$100/month that will be added to their paycheck in accordance with Article 5.2.2. An employee is eligible for the waiver if and only if their spouse/domestic partner is not an employee of the City, and they have provided the City with proof of other coverage. Part-time employees who waive coverage will receive a pro-rated amount according to their FTE amount.

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### 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. The City and the Union agree to reevaluate this benefit pending Cadillac Tax liability in the future.

### 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.

### 15.5 HEALTH REIMBURSEMENT ACCOUNT – HRA (VEBA)

The Employer will make contributions to a HRA (VEBA) in the amount of \$1200/year for employee only coverage or \$2400/year for family coverage if the employee enrolls in the City of Kirkland HDHP. If the Employee is enrolled in either First Choice or ~~Group Health~~Kaiser Permanente and satisfies the Wellness incentive criteria, as described in Appendix B, the Employer will contribute up to an additional \$600/year into the HRA (VEBA). Contributions to the HRA (VEBA) will be made by the Employer and are subject to the rules and limitations contained within the Internal Revenue Code.

15.5.1 Part-time employees shall receive the full HRA (VEBA) contribution, however premiums for the medical, dental, and vision benefits will be prorated according to Article 5.2.2.

15.5.2 If an employee's hours drop below 20 hours per week or 80 hours per month, the employee will be subject to the underwriting rules of the medical, dental, vision and other plans. In such cases the employee will be removed from the active plan and provided COBRA coverage.

### 15.6 EMPLOYEE HEALTH CENTER

The Employer will contract with a vendor selected by the Employer to open and operate an Employee Health Center. The Health Center will be open to employees, their spouses/domestic partners and children over two years of age who are covered under the Employer's First Choice HDHP or ~~Group Health~~Kaiser Permanente Plan. Services provided at the Health Center, per the contact with the vendor, will be at no cost to the employee. The Employer has full discretion to negotiate with the vendor on services provided, hours of operation, staffing, covered participants,

covered prescriptions, location, and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to employees and their dependents at any time. If, during the term of the Agreement such termination should take place, either party may re-open the Agreement for bargaining.

#### **15.7 PROFESSIONAL HEALTH SERVICES**

The Employer will contract with a vendor of their choosing to provide Professional Health Services. The Professional Health Services vendor will be open to Employees, their spouses/domestic partners and children who are covered under the Employer's First Choice HDHP. Services provided by Professional Health Services, per the contract with the vendor, will be at no cost to the Employee. The Employer has full discretion to negotiate with the vendor on services provided and all other stipulations in the contract with the vendor. The Employer reserves the right to terminate the contract with the vendor and discontinue offering this benefit to Employees and their dependents at any time.

### **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, ~~2015~~2018, and remain in full force and effect through December 31, ~~2020~~17.

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: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Council 2

Approved as to Form:

By: \_\_\_\_\_  
William Evans, Assistant City Attorney  
1837

By: \_\_\_\_\_  
~~Leslie Miller~~ Sudie Elkayssi, President, Local #  
1837

AFSCME ADMIN/SUPPORT POSITIONS		APPENDIX A										
Salary Schedule: 1/1/2018 - 3% increase		Note: amounts may vary slightly due to rounding in the system										
		Hourly Rate										Monthly
POSITION TITLE	PCN	Index #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
			0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo	0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo
PAYROLL SYSTEMS LEAD	CH2ADMNI12	AFAS/FI12	\$34.33	\$35.33	\$36.35	\$38.37	\$40.38	\$5,950	\$6,124	\$6,300	\$6,650	\$6,999
PAYROLL SYSTEMS COORDINATOR	CH2ADMNV29	AFAS/AS29	\$32.23	\$33.18	\$34.13	\$36.03	\$37.92	\$5,587	\$5,751	\$5,915	\$6,245	\$6,572
YOUTH SERVICES COORDINATOR	CH1ADMNV31	AFAS/AS31	\$32.06	\$33.00	\$33.94	\$35.83	\$37.71	\$5,557	\$5,719	\$5,883	\$6,210	\$6,537
GRN KIRK PARTNERSHIP COORD	CH1ADMNS50	AFAS/AS50	\$32.06	\$33.00	\$33.94	\$35.83	\$37.71	\$5,557	\$5,719	\$5,883	\$6,210	\$6,537
PARKS COORDINATOR	MCADMNV44	AFAS/AS44	\$31.12	\$32.03	\$32.95	\$34.78	\$36.61	\$5,393	\$5,552	\$5,711	\$6,028	\$6,345
ENGINEERING TECHNICIAN	CH2TECHV01	AFAS/AS01	\$30.19	\$31.08	\$31.97	\$33.75	\$35.52	\$5,234	\$5,388	\$5,541	\$5,850	\$6,157
BUYER	CH2ADMNV03	AFAS/AS03	\$30.19	\$31.08	\$31.97	\$33.74	\$35.52	\$5,233	\$5,387	\$5,541	\$5,849	\$6,156
SENIOR ACCOUNTING ASSOCIATE	CH2ADMNV40	AFAS/AS40	\$29.69	\$30.57	\$31.44	\$33.19	\$34.93	\$5,147	\$5,298	\$5,450	\$5,753	\$6,055
PARKS ADMINISTRATIVE ASSIST	CH1ADMNV07	AFAS/AS07	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
ADMINISTRATIVE ASST FINANCE	CH2ADMNV08	AFAS/AS08	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
FIRE/BUILDING ADMIN ASSISTANT	CH2ADMNV09	AFAS/AS09	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
PW ADMINISTRATIVE ASSISTANT	CH2ADMNV10	AFAS/AS10	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
ADMINISTRATIVE ASSISTANT IT	CH2ADMNV34	AFAS/AS34	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
ADMINISTRATIVE ASSISTANT-CMO	CH2ADMNV42	AFAS/AS42	\$29.30	\$30.16	\$31.03	\$32.75	\$34.47	\$5,079	\$5,229	\$5,378	\$5,676	\$5,975
JUDICIAL SUPPORT ASSOC LEAD	CTADMNV30	AFAS/SV48	\$28.48	\$29.32	\$30.15	\$31.83	\$33.50	\$4,936	\$5,082	\$5,226	\$5,517	\$5,807
CUSTOMER ACCOUNTS LEAD	CH2ADMNV35	AFAS/AS35	\$28.48	\$29.32	\$30.15	\$31.83	\$33.50	\$4,936	\$5,082	\$5,226	\$5,517	\$5,807
COMMUNICATIONS PRGM SPECIALIST	CH2ADMNM13	AFAS/AM13	\$27.82	\$28.64	\$29.46	\$31.10	\$32.73	\$4,822	\$4,964	\$5,106	\$5,390	\$5,673
PERMIT TECHNICIAN	CH2TECHV05	AFAS/AS05	\$27.79	\$28.61	\$29.42	\$31.06	\$32.70	\$4,817	\$4,959	\$5,100	\$5,384	\$5,667
ACCOUNTING SUPPORT ASSOC IV	CH2ADMNV04	AFAS/AS04	\$26.68	\$27.46	\$28.25	\$29.82	\$31.39	\$4,624	\$4,760	\$4,896	\$5,168	\$5,441
SR OFFICE SPEC	CH2ADMNV46	AFAS/AS46	\$26.55	\$27.32	\$28.10	\$29.67	\$31.23	\$4,602	\$4,736	\$4,871	\$5,142	\$5,413
RECREATION SYSTEMS ADMINISTRA	CH1ADMNV16	AFAS/AS16	\$26.50	\$27.28	\$28.06	\$29.62	\$31.18	\$4,594	\$4,728	\$4,863	\$5,134	\$5,404
DESKTOP PUBLISHING SPECIALIST	CH1ADMNV43	AFAS/AS43	\$26.10	\$26.85	\$27.63	\$29.16	\$30.69	\$4,523	\$4,654	\$4,789	\$5,054	\$5,320
RECORDS MANAGEMENT SPECIALIST	CH2ADMNV12	AFAS/AS12	\$25.93	\$26.69	\$27.45	\$28.98	\$30.50	\$4,494	\$4,626	\$4,758	\$5,023	\$5,287
COMMUNITY CENTER PROG ASSIST	NKCADMNV14	AFAS/AS14	\$25.88	\$26.64	\$27.40	\$28.92	\$30.44	\$4,485	\$4,617	\$4,749	\$5,013	\$5,277
SENIOR CENTER PROGRAM ASSIST	SRADMNV17	AFAS/AS17	\$25.88	\$26.64	\$27.40	\$28.92	\$30.44	\$4,485	\$4,617	\$4,749	\$5,013	\$5,277
PROGRAM ASSISTANT	505ADMNV38	AFAS/AS38	\$25.88	\$26.64	\$27.40	\$28.92	\$30.44	\$4,485	\$4,617	\$4,749	\$5,013	\$5,277
CUSTOMER ACCTS ASSOC BUSINESS LIC	CH2ADMNV32	AFAS/AS32	\$25.33	\$26.07	\$26.82	\$28.30	\$29.79	\$4,390	\$4,519	\$4,649	\$4,906	\$5,164
CUSTOMER ACCOUNTS ASSOCIATE	CH2ADMNV11	AFAS/AS11	\$25.01	\$25.74	\$26.48	\$27.95	\$29.42	\$4,335	\$4,462	\$4,590	\$4,845	\$5,100
PARKS ACCOUNTS ASSOCIATE	MCADMNV41	AFAS/AS41	\$24.78	\$25.51	\$26.24	\$27.70	\$29.16	\$4,295	\$4,421	\$4,549	\$4,801	\$5,054
PROBATION ASSISTANT	CTADMNV36	AFAS/AS36	\$24.43	\$25.16	\$25.88	\$27.31	\$28.75	\$4,235	\$4,360	\$4,486	\$4,734	\$4,983
JUDICIAL SUPPORT ASSOCIATE	CTADMNV20	AFAS/AS20	\$24.07	\$24.78	\$25.48	\$26.90	\$28.32	\$4,172	\$4,295	\$4,417	\$4,663	\$4,908
PW OFFICE SPECIALIST	MCADMNV26	AFAS/AS26	\$23.85	\$24.55	\$25.25	\$26.65	\$28.06	\$4,134	\$4,255	\$4,377	\$4,620	\$4,863
OFFICE SPECIALIST	CH2ADMNV47	AFAS/AS47	\$23.85	\$24.55	\$25.25	\$26.65	\$28.06	\$4,134	\$4,255	\$4,377	\$4,620	\$4,863
ACCOUNTING SUPPORT ASSOC III	CH2ADMNV13	AFAS/AS13	\$23.02	\$23.70	\$24.38	\$25.73	\$27.08	\$3,990	\$4,108	\$4,225	\$4,460	\$4,695
CITY CLERK ASSISTANT	CH2ADMNV28	AFAS/AS28	\$22.87	\$23.55	\$24.22	\$25.57	\$26.91	\$3,964	\$4,081	\$4,197	\$4,432	\$4,664
OFFICE TECHNICIAN	CH2ADMNV45	AFAS/AS45	\$22.63	\$23.30	\$23.96	\$25.30	\$26.63	\$3,923	\$4,038	\$4,154	\$4,385	\$4,615
UTILITY DATA ENTRY CLERK	MCADMNV39	AFAS/AS39	\$21.50	\$22.13	\$22.77	\$24.03	\$25.30	\$3,727	\$3,836	\$3,946	\$4,165	\$4,385
MAIL CLERK	CH2ADMNV24	AFAS/AS24	\$20.53	\$21.13	\$21.74	\$22.94	\$24.14	\$3,559	\$3,662	\$3,768	\$3,977	\$4,185
RECEPTIONIST/ADMIN CLERK	CH2ADMNV27	AFAS/AS27	\$20.53	\$21.13	\$21.74	\$22.94	\$24.14	\$3,559	\$3,662	\$3,768	\$3,977	\$4,185
AFSCME PROFESSIONAL		APPENDIX A										
Salary Schedule: 1/1/2018 - 3% increase		Note: amounts may vary slightly due to rounding in the system										
		Monthly Salary										
POSITION TITLE	PCN	Index #	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5					
			0-6 mo	7-12 mo	13-24 mo	25-36 mo	37+mo					
TRANSPORTATION STRAT ADVISOR	CH2PROFS58	AFPS/PS58	\$8,474	\$8,723	\$8,973	\$9,472	\$9,969					
SR PROJECT ENGINEER	CH2PROFS30	AFPS/PS30	\$8,082	\$8,320	\$8,557	\$9,033	\$9,508					
SENIOR SURFACE WATER ENGINEER	CH2PROFS43	AFPS/FS43	\$7,944	\$8,179	\$8,412	\$8,879	\$9,347					
SR DEVELOPMENT ENGINEER	CH2PROFS56	AFPS/PS56	\$7,891	\$8,122	\$8,355	\$8,820	\$9,282					
TRANSPORTATION ENGINEER	CH2PROFS05	AFPS/PS05	\$7,437	\$7,656	\$7,875	\$8,312	\$8,750					
SR CAPITAL PROJECT COORDINATOR	CH2PROFS52	AFPS/PS52	\$7,427	\$7,645	\$7,863	\$8,300	\$8,737					
PROJECT ENGINEER	CH2PROFS03	AFPS/PS03	\$7,223	\$7,435	\$7,647	\$8,073	\$8,497					
SR NBR SVC OR COORDINATOR	CH2PROFS54	AFPS/FS54	\$7,134	\$7,344	\$7,553	\$7,973	\$8,392					
SENIOR PLANNER	CH2PROFS11	AFPS/PS11	\$7,021	\$7,228	\$7,434	\$7,847	\$8,260					
DEVELOPMENT ENGINEER	CH2PROFS02	AFPS/PS02	\$6,919	\$7,122	\$7,326	\$7,733	\$8,140					

SURFACE WATER UTILITY ENG	CH2PROFS08	AFPS/PS08	\$6,919	\$7,122	\$7,326	\$7,733	\$8,140					
WATER QUALITY PROGRAMS COORD	CH2PROFS44	AFPS/FS44	\$6,914	\$7,118	\$7,321	\$7,728	\$8,134					
SURFACE WATER PLANNER	CH2PROFS51	AFPS/PS51	\$6,823	\$7,024	\$7,225	\$7,626	\$8,027					
CAPITAL PROJECT COORDINATOR	CH2PROFS53	AFPS/PS53	\$6,801	\$7,000	\$7,201	\$7,600	\$8,000					
TRANSPORTATION PLANNER	CH2PROFS47	AFPS/FS47	\$6,797	\$6,997	\$7,197	\$7,597	\$7,996					
TRAFFIC CONTROL COORDINATOR	CH2PROFS04	AFPS/PS04	\$6,795	\$6,995	\$7,195	\$7,593	\$7,994					
PARKING COORDINATOR	CH2PROFS31	AFPS/PS31	\$6,795	\$6,995	\$7,195	\$7,593	\$7,994					
NBRHD SVCS OUTREACH COORD	CH2PROFS40	AFPS/PS40	\$6,795	\$6,995	\$7,195	\$7,593	\$7,994					
SOLID WASTE PROGRAMS LEAD	CH2PROFS42	AFPS/FS42	\$6,646	\$6,841	\$7,036	\$7,428	\$7,818					
SR OPS & FINANCE ANALYST	CH2PROFS34	AFPS/PS34	\$6,606	\$6,800	\$6,995	\$7,383	\$7,772					
SENIOR DEV ENGINEERING ANALYST	CH2PROFS49	AFPS/FS48	\$6,598	\$6,792	\$6,986	\$7,374	\$7,762					
SENIOR ACCOUNTANT	CH2PROFS14	AFPS/PS14	\$6,451	\$6,641	\$6,830	\$7,209	\$7,590					
SPECIAL PROJECTS COORDINATOR	CH2PROFS29	AFPS/PS29	\$6,444	\$6,634	\$6,823	\$7,203	\$7,582					
HUMAN SERVICES COORDINATOR	CH1PROFS07	AFPS/PS07	\$6,409	\$6,597	\$6,786	\$7,164	\$7,540					
TRANSPORTATION PROGRAM COORD	CH2PROFS59	AFPS/PS59	\$6,399	\$6,587	\$6,776	\$7,153	\$7,528					
ASSOCIATE PLANNER	CH2PROFS16	AFPS/PS16	\$6,358	\$6,545	\$6,732	\$7,106	\$7,480					
SURFACE WATER SYSTEMS ENGINEER	CH2PROFS24	AFPS/PS24	\$6,339	\$6,525	\$6,713	\$7,086	\$7,459					
SOLID WASTE COORDINATOR	CH2PROFS32	AFPS/PS32	\$6,329	\$6,516	\$6,701	\$7,074	\$7,446					
MANAGEMENT ANALYST	MCPROFS17	AFPS/PS17	\$6,228	\$6,410	\$6,594	\$6,960	\$7,327					
SW ENGINEERING ANALYST	CH2PROFS45	AFPS/FS45	\$6,151	\$6,332	\$6,513	\$6,874	\$7,236					
DEVELOPMENT ENGINEERING ANALYST	CH2PROFS36	AFPS/PS36	\$6,111	\$6,290	\$6,470	\$6,829	\$7,189					
EMERGENCY PREP COORDINATOR	CH2PROFE40	AFPS/PS46	\$6,076	\$6,254	\$6,435	\$6,792	\$7,149					
PLANNER	CH2PROFS19	AFPS/PS19	\$5,928	\$6,103	\$6,277	\$6,626	\$6,975					
DEPUTY CITY CLERK	CH2PROFD16	AFPS/PD16	\$5,911	\$6,084	\$6,259	\$6,605	\$6,953					
BUDGET ANALYST	CH2PROFS23	AFPS/PS23	\$5,911	\$6,084	\$6,259	\$6,605	\$6,953					
BUSINESS ANALYST	CH1PROFS33	AFPS/PS33	\$5,911	\$6,084	\$6,259	\$6,605	\$6,953					
CUSTOMER SERVICE PROGRAM LEAD	CH2PROFS48	AFPS/PS48	\$5,795	\$5,966	\$6,136	\$6,477	\$6,818					
ACCOUNTANT	CH2PROFS41	AFPS/PS41	\$5,790	\$5,961	\$6,131	\$6,471	\$6,812					
<b>AFSCME TECHNICAL OT ELIGIBLE</b>	<b>APPENDIX A</b>											
<b>Salary Schedule: 1/1/2018 - 3% increase</b>	<b>Note: amounts may vary slightly due to rounding in the system</b>							<b>Monthly</b>				
			<b>Hourly Rate</b>									
<b>POSITION TITLE</b>	<b>PCN</b>	<b>Index #</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
			<b>0-6 mo</b>	<b>7-12 mo</b>	<b>13-24 mo</b>	<b>25-36 mo</b>	<b>37+mo</b>	<b>0-6 mo</b>	<b>7-12 mo</b>	<b>13-24 mo</b>	<b>25-36 mo</b>	<b>37+mo</b>
SENIOR APPLICATIONS ANALYST	CH1TECHG06	AFTE/TG06	\$47.67	\$49.08	\$50.48	\$53.28	\$56.09	\$8,264	\$8,507	\$8,750	\$9,236	\$9,722
WEB MASTER	CH2TECHE23	AFTE/TE23	\$46.02	\$47.37	\$48.73	\$51.44	\$54.14	\$7,977	\$8,212	\$8,446	\$8,915	\$9,385
SENIOR NETWORK ENGINEER	CH1TECHE54	AFTE/TE54	\$45.06	\$46.39	\$47.71	\$50.36	\$53.01	\$7,810	\$8,040	\$8,270	\$8,729	\$9,189
NETWORK ENGINEER	CH1TECHE43	AFTE/TE43	\$43.94	\$45.23	\$46.52	\$49.11	\$51.69	\$7,616	\$7,840	\$8,064	\$8,512	\$8,960
ELECTRICAL/BUILDING INSPECTOR II	CH2TECHE53	AFTE/HE53	\$38.94	\$40.08	\$41.23	\$43.52	\$45.81	\$6,749	\$6,947	\$7,147	\$7,544	\$7,940
ELECTRICAL/BUILDING INSPECTOR	CH2TECHE09	AFTE/TE09	\$37.08	\$38.18	\$39.27	\$41.45	\$43.63	\$6,428	\$6,617	\$6,806	\$7,185	\$7,562
NETWORK ANALYST	CH1TECHE42	AFTE/TE42	\$38.17	\$39.29	\$40.42	\$42.67	\$44.91	\$6,617	\$6,811	\$7,006	\$7,396	\$7,785
CODE ENFORCEMENT OFFICER	CH2TECHE06	AFTE/TE06	\$37.65	\$38.76	\$39.87	\$42.08	\$44.30	\$6,526	\$6,719	\$6,911	\$7,295	\$7,679
ASSOCIATE DEVELOPMENT ENGINEER	CH2TECHE56	AFTE/TE56	\$37.42	\$38.53	\$39.63	\$41.83	\$44.02	\$6,486	\$6,678	\$6,868	\$7,250	\$7,631
PURCHASING AGENT	CH2TECHE01	AFTE/TE01	\$37.16	\$38.23	\$39.34	\$41.53	\$43.71	\$6,441	\$6,627	\$6,819	\$7,198	\$7,577
SENIOR PLANS EXAMINER	CH2PROFS35	AFPS/PS35	\$41.67	\$42.89	\$44.12	\$46.58	\$49.02	\$7,223	\$7,435	\$7,647	\$8,073	\$8,497
SENIOR GIS ANALYST	CH1TECHE46	AFTE/TE46	\$37.04	\$38.13	\$39.22	\$41.40	\$43.58	\$6,421	\$6,610	\$6,799	\$7,176	\$7,554
SENIOR CONSTRUCTION INSPECTOR	CH2TECHE30	AFTE/TE30	\$36.98	\$38.06	\$39.15	\$41.33	\$43.50	\$6,409	\$6,597	\$6,786	\$7,164	\$7,540
URBAN FORESTER	CH2TECHE41	AFTE/TE41	\$36.72	\$37.80	\$38.88	\$41.04	\$43.20	\$6,364	\$6,553	\$6,739	\$7,113	\$7,487
APPLICATIONS ANALYST	CH1TECHE32	AFTE/TE32	\$36.63	\$37.71	\$38.78	\$40.94	\$43.10	\$6,349	\$6,537	\$6,723	\$7,097	\$7,470
BUILDING INSPECTOR	CH2TECHE07	AFTE/TE07	\$35.40	\$36.44	\$37.49	\$39.57	\$41.65	\$6,136	\$6,316	\$6,498	\$6,859	\$7,219
PLANS EXAMINER	CH2TECHE37	AFTE/TE37	\$36.14	\$37.20	\$38.27	\$40.39	\$42.51	\$6,264	\$6,448	\$6,633	\$7,001	\$7,369
ASSOCIATE PROJECT ENGINEER	CH2TECHS57	AFTE/TS57	\$35.65	\$36.69	\$37.75	\$39.84	\$41.93	\$6,179	\$6,360	\$6,543	\$6,906	\$7,269
DESKTOP SYSTEMS ANALYST	CH1TECHE50	AFTE/TE50	\$35.28	\$36.31	\$37.35	\$39.43	\$41.50	\$6,115	\$6,294	\$6,474	\$6,834	\$7,194
SERVICE DESK LEAD	CH1TECHI17	AFTE/TE48	\$34.19	\$35.20	\$36.21	\$38.22	\$40.23	\$5,927	\$6,101	\$6,276	\$6,625	\$6,973
DESKTOP SYSTEMS COORDINATOR	CH2TECHE11	AFTE/TE11	\$35.15	\$36.18	\$37.21	\$39.29	\$41.35	\$6,092	\$6,271	\$6,450	\$6,810	\$7,168
GIS ANALYST	CH2TECHE27	AFTE/TE27	\$34.80	\$35.82	\$36.84	\$38.89	\$40.94	\$6,031	\$6,209	\$6,386	\$6,741	\$7,096
COMMUNITY EDUCATION INFO SPEC	CH2TECHE19	AFTE/TE19	\$34.46	\$35.48	\$36.50	\$38.53	\$40.55	\$5,974	\$6,151	\$6,326	\$6,678	\$7,029
ENVIRO EDU & OUTREACH SPEC	CH2TECHE39	AFTE/TE39	\$34.46	\$35.48	\$36.50	\$38.53	\$40.55	\$5,974	\$6,151	\$6,326	\$6,678	\$7,029
RECYCLING PROGRAMS COORDINATOR	CH2TECHE48	AFTE/HE48	\$34.46	\$35.48	\$36.50	\$38.53	\$40.55	\$5,974	\$6,151	\$6,326	\$6,678	\$7,029
WATER QUALITY SPECIALIST	CH2TECHE49	AFTE/HE49	\$34.46	\$35.48	\$36.50	\$38.53	\$40.55	\$5,974	\$6,151	\$6,326	\$6,678	\$7,029

DEVELOPMENT REVIEW ARBORIST	CH2PROFE55	AFPS/FE55	\$33.86	\$34.85	\$35.85	\$37.84	\$39.83	\$5,869	\$6,041	\$6,214	\$6,559	\$6,904
ASSOCIATE PLANS EXAMINER	CH2TECHE35	AFTE/TE35	\$33.86	\$34.85	\$35.85	\$37.84	\$39.83	\$5,869	\$6,041	\$6,214	\$6,559	\$6,904
PROGRAM COORDINATOR	CH1PROFS55	AFPS/FS55	\$33.58	\$34.56	\$35.55	\$37.53	\$39.50	\$5,820	\$5,991	\$6,162	\$6,504	\$6,847
VIDEO PRODUCTION SPECIALIST	CH1TECHE38	AFTE/TE38	\$33.30	\$34.28	\$35.26	\$37.22	\$39.18	\$5,772	\$5,942	\$6,112	\$6,451	\$6,791
CONSTRUCTION INSPECTOR	CH2TECHE08	AFTE/TE08	\$33.23	\$34.21	\$35.19	\$37.15	\$39.10	\$5,760	\$5,930	\$6,100	\$6,439	\$6,778
SENIOR DESIGN SPECIALIST	CH1TECHE34	AFTE/TE34	\$32.52	\$33.48	\$34.43	\$36.35	\$38.26	\$5,637	\$5,803	\$5,969	\$6,300	\$6,632
DEVELOPMENT PLANS EXAMINER	CH2TECHE57	AFTE/TE57	\$32.08	\$33.02	\$33.97	\$35.86	\$37.74	\$5,561	\$5,724	\$5,887	\$6,215	\$6,542
PROBATION OFFICER	CTTECHE26	AFTE/TE26	\$31.79	\$32.72	\$33.66	\$35.52	\$37.39	\$5,510	\$5,672	\$5,834	\$6,158	\$6,481
FRONT-END WEB DESIGNER	CH1TECHE58	AFTE/TE51	\$31.60	\$32.53	\$33.46	\$35.32	\$37.18	\$5,477	\$5,638	\$5,799	\$6,122	\$6,444
ASSISTANT PLANNER	CH2TECHE45	AFTE/TE45	\$30.51	\$31.40	\$32.30	\$34.10	\$35.90	\$5,288	\$5,443	\$5,599	\$5,911	\$6,222
SERVICE DESK ANALYST	CH1TECHE47	AFTE/TE47	\$30.19	\$31.08	\$31.97	\$33.74	\$35.52	\$5,233	\$5,387	\$5,541	\$5,849	\$6,157
PUBLIC DISCLOSURE ANALYST	CH2TECHE52	AFTE/TE52	\$29.90	\$30.77	\$31.66	\$33.42	\$35.17	\$5,182	\$5,334	\$5,487	\$5,792	\$6,096
DESIGN SPECIALIST	CH1TECHV49	AFTE/TV49	\$28.41	\$29.25	\$30.08	\$31.76	\$33.43	\$4,925	\$5,070	\$5,215	\$5,504	\$5,794
ENGINEERING PROGRAM ASSISTANT	CH2TECHS39	AFTE/HS39	\$26.72	\$27.51	\$28.29	\$29.87	\$31.44	\$4,631	\$4,768	\$4,904	\$5,177	\$5,449



**Appendix B  
to the  
Agreement  
by and between  
City of Kirkland  
and**

**The Washington State Council of County & City Employees Local #1837 of the American  
Federation of State, County & Municipal Employees  
AFL-CIO**

**January 1, ~~2015-2018~~ through December 31, ~~2017-2020~~**

**Health Reimbursement Account – HRA (VEBA)**

This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the “Employer”, and the Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter referred to as “AFSCME”.

B1. ~~In calendar year 2015, e~~Employees who enroll in the HDHP will ~~receive have~~ contributions ~~distributed bi-annually from April 1, 2015 – December 31, 2015. The first contribution will be deposited in the HRA (VEBA) concurrent with the second payroll in April 2015. The second contribution will be deposited concurrent with the second payroll in July 2015. For the years following 2015, the contributions will be deposited into their~~ HRA (VEBA) ~~concurrent within~~ the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1<sup>st</sup> are not eligible for the second contribution.

Deposit amounts will be made in the amount of \$600 for individuals or \$1,200 for families. The total annual contribution that will be made is \$1,200 for individuals or \$2,400 for family. For purposes of HRA (VEBA) administration “family” is defined as employee plus one or more individual.

~~B2. — HRA (VEBA) contributions (excluding the wellness incentive) will be made bi-annually, in the amounts of \$600 for individuals or \$1,200 for families. The total annual contribution that will be made is \$1,200 for individuals or \$2,400 for family. For purposes of HRA (VEBA) administration “family” is defined as employee plus one or more individual.~~

B3. Any employee hired after January 1<sup>st</sup> who enrolls in the HDHP will receive prorated contribution amounts based on the quarter in which the employee is eligible for benefits. The contribution will be deposited concurrent with the second payroll of the month in which their benefits become effective.

Hire Date	Individual Coverage	Family Coverage
<b>January 1<sup>st</sup> – March 31<sup>st</sup></b>	<b>\$600</b>	<b>\$1,200</b>
<b>April 1<sup>st</sup> – June 30<sup>th</sup></b>	<b>\$300</b>	<b>\$600</b>
<b>July 1<sup>st</sup> – September 30<sup>th</sup></b>	<b>\$600</b>	<b>\$1,200</b>
<b>October 1<sup>st</sup> – December 31<sup>st</sup></b>	<b>\$300</b>	<b>\$600</b>

B4. An employee and spouse/domestic partner who are both employed by the City cannot enroll in separate family plans. An employee and spouse/domestic partner who ~~that~~ are both employed by the City and both choose to enroll in individual coverage, are only eligible to receive a maximum of \$300 each for the wellness incentive. An employee and spouse/domestic partner who are both employed by the City and choose to enroll in family and individual coverage, are only eligible to receive a maximum of \$300 each for the wellness incentive.

B5. The ~~w~~Wellness ~~i~~Incentive is a benefit that can be earned by the employee and/or a spouse/domestic partner who ~~is-are~~ enrolled in one of the City's medical plans. For employee only or employee plus child(ren) coverage, the incentive is \$600 upon completion of the incentive criteria, unless the employee has a spouse/domestic partner employed by the City who is enrolled in their own coverage (see B4). If an employee has a spouse/domestic partner on their plan, the employee can earn a maximum of \$300 for the incentive and the spouse/domestic partner can earn a maximum of \$300 for meeting the incentive criteria. To receive the full \$600 ~~W~~wWellness ~~i~~Incentive, employees and spouses/domestic partners must complete the following set of criteria:

- Register with the Professional Health Services vendor (note – this is only required for new employees).
- Schedule and attend an appointment with the Employee Health Center for a wellness exam which includes ~~the-a~~ a healthcare provider visit, a biometric screening and completion of the health risk assessment.
- Schedule and attend a follow-up visit an appointment either at the Employee Health Center or on the phone at the Employee Health Center with a Physician and/or Health Coach ~~to go over the results of the biometric screening and health risk assessment.~~

B5.1 Employees enrolled in the City's HMO (~~Group Health~~Kaiser Permanente) plan are also eligible to receive a \$600 Wellness Incentive by completing the below set of criteria:

- ~~Group Health~~Kaiser Permanente is already considered a Professional Health Service due to the nature of the defined network. The criteria is completed when an employee enrolls ~~or-and~~ remains on the Group HealthKaiser Permanente plan.
- Schedule and attend an appointment with the Employee Health Center or a Group HealthKaiser Permanente facility for a wellness exam which includes the biometric screening and health risk assessment.
- Schedule and attend a follow up visit at the Employee Health Center or a Group HealthKaiser Permanente facility with a Physician and/or Health Coach to go over the results of the biometric screening and health risk assessment.

B5.2 Should the Employer decide to terminate the contract with the Employee Health Center vendor and discontinue offering this benefit to employees, during the term of this agreement, the Employer agrees to provide employees with options to continue receiving the full \$600 wellness incentive. Employees and their spouses/domestic partners will still be required to complete the following set of criteria:

- Register with the Professional Health Services vendor.
- Schedule and attend an appointment for a biometric screening and health risk assessment at a City sponsored Health Fair.

- Schedule and attend an appointment to go over the results of the biometric screening and health risk assessment with a primary care physician.

B5.3 The Wellness Incentive will be deposited into the HRA (VEBA) concurrent with the second payroll of the month following the month in which all incentive criteria are met, provided that the incentive is earned by the 23<sup>rd</sup> day of the qualifying month.

The Wellness Incentive must be earned by November 15<sup>th</sup> of the calendar year of the desired contribution. Wellness Incentives earned on or after November 16<sup>th</sup> will qualify for the next year's contribution and will be paid in the following calendar year consistent with the payroll criteria listed above.

**Appendix C  
to the  
Agreement  
by and between  
City of Kirkland  
and  
The Washington State Council of County & City Employees Local #1837 of the American  
Federation of State, County & Municipal Employees  
AFL-CIO  
January 1, 2018 through December 31, 2020**

**Tyler Munis – HR/Payroll Changes**

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This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the “Employer”, and the Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter referred to as “AFSCME”.

The parties agree that due to the implementation of Tyler Munis, a new Financial/HR system, several current payroll practices must be changed in order to allow for more efficient operations. The changes are summarized below, with their estimated effective date:

- Non-exempt employees will be paid according to their hourly rate, rather than a salary rate for each pay period – effective April 1, 2019
- Moving pay dates to *closest* business day, rather than *soonest* business day – effective April 1, 2019
- Specialty pay, such as longevity pay, will be paid on each semi-monthly pay period rather than once per month – effective January 1, 2019
- Medical premiums for participating part-time employees will be deducted once per month, rather than half premiums from each semi-monthly pay period – effective January 1, 2019
- Part time exempt employees will be paid a salaried rate based on their FTE, not hours worked for each pay period – effective April 1, 2019
- Debit card issued if employee makes no election for direct deposit – effective date TBD

**Appendix D  
to the  
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by and between  
City of Kirkland  
and  
The Washington State Council of County & City Employees Local #1837 of the American  
Federation of State, County & Municipal Employees  
AFL-CIO  
January 1, 2018 through December 31, 2020**

**Compensation Study in 2019**

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This Appendix is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the “Employer”, and the Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter referred to as “AFSCME”.

The Employer agrees to compile and publish to AFSCME, a total compensation study (to include wage amounts and benefits) of all AFSCME-represented positions on or around December 31, 2019. The comparable cities used will be Auburn, Bellevue, Bothell, Edmonds, Everett, Federal Way, Kent, Lynnwood, Redmond and Renton.

The parties agree that the Employer is not obligated to adjust wages as a result of this study. Any increase in wages would need to be bargained.

**Memorandum of Understanding  
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City of Kirkland  
and  
The Washington State Council of County &  
City Employees Local #1837 of the  
American Federation of State, County &  
Municipal Employees  
AFL-CIO**

**January 1, 2015 through December 31, 2017**

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This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer" and The Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter, referred to as the AFSCME.

The City wants to acknowledge that AFSCME, in good faith, moved forward with the City's health care proposal prior to current negotiations and were among the first labor groups to make the transition to the new plan. This MOU is in addition to the overall settlement of the January 1, 2015 – December 31, 2017 Agreement.

As a result, the Employer and AFSCME agree to the following terms and conditions concerning current AFSCME employees employed as of the effective date of this agreement only, as outlined below:

1. The City will make a one-time lump sum payment into each qualified employee's HRA VEBA account in the amount of \$500.00.
2. The payment will be made to employees who were enrolled in the HDHP at any time during April 1, 2015 – December 31, 2015 (qualified employees).
3. This payment will be implemented within sixty (60) days of Council approval of the MOU and take place on the 2<sup>nd</sup> pay period of the month of implementation.
4. The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of County  
& City Employees of the American Federation of  
State, County & Municipal Employees, AFL-CIO

By: \_\_\_\_\_

Kurt Triplett, City Manager

By: \_\_\_\_\_

Bill Keenan, Director of Organizing,  
WSCCE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
City Attorney

LABOR RELATIONS REVIEW  
Human Resources Director



**Memorandum of Understanding  
to the Agreement by and between  
City of Kirkland  
and  
The Washington State Council of County &  
City Employees Local #1837 of the  
American Federation of State, County &  
Municipal Employees  
AFL-CIO**

**January 1, 2015 through December 31, 2017**

---

This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer" and The Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter, referred to as the AFSCME.

The City agrees to hire a consultant to assist with an overhaul of the current AFSCME classification structure. The City further agrees that the evaluation of qualifications and selection of the consultant shall be conducted in partnership with AFSCME.

The City and the Union, with the assistance of the consultant where applicable, agree to examine the current classification structure with the goal of simplifying and streamlining the classifications through the following steps:

1. Restructure current job classifications into simplified and streamlined job classification system for AFSCME employees that seeks to link jobs that have significant similarities.
2. Evaluate the classification system and job description structure of a number of cities.
3. Create a plan that includes, but not limited to a process for determining:
  - a. If a classification or group of classifications will be consolidated
  - b. How salaries will be affected
  - c. A minimum percentage between steps within a classification
  - d. The revision of job descriptions
  - e. The time for reviewing each classification

The above goals may be revised by the committee.

4. The Job Classification Review Board shall have a standing membership of three (3) representatives from Management and three (3) representatives from the Union.
  - a. Management members shall include representatives from the Human Resources Department and at least one representative from other city departments.



- b. Union members will include one Union officer and two additional Union members.
- 5. The Job Classification Review Board shall meet no less than two times per month beginning the month immediately following the ratification of the 2015-2017 AFSCME Collective Bargaining Agreement and concluding no later than December 31, 2017.
- 6. The above process will result in a recommendation from the Board. This recommendation must be negotiated by the parties.
- 7. The parties agree that this MOU is a one-time project and does not create a past practice and is not precedent setting.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of  
County & City Employees of the American  
Federation of State, County & Municipal  
Employees, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Director of Organizing,  
WSCCE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM  
City Attorney

\_\_\_\_\_  
LABOR RELATIONS REVIEW  
Human Resources Director

**Memorandum of Understanding  
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and  
The Washington State Council of County &  
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**January 1, 2015 through December 31, 2017**

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This Memorandum of Understanding (MOU) is supplemental to the AGREEMENT by and between the CITY OF KIRKLAND, WASHINGTON, hereinafter referred to as the "Employer" and The Washington State Council of County & City Employees Local #1837 of the American Federation of State, County & Municipal Employees, AFL-CIO; hereinafter, referred to as the AFSCME.

The Union and the City agree to:

1. Convene a workgroup within two (2) months following the ratification of the 2015-2017 AFSCME Collective Bargaining Agreement and concluding no later than December 31, 2017.
2. The Employer will invite representatives from other stakeholder groups, other unions, to participate in this workgroup.
3. The workgroup will research, review and develop a policy to address sick leave compensation.
4. The above process will result in a recommendation from the committee. This recommendation must be negotiated by the parties. If the recommendation is completed prior to the expiration of the Contract, the parties agree to commence bargaining on this provision.
5. The parties agree that this is a one-time project and nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

This MOU is effective immediately upon signature by all representatives. The parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures below:

City of Kirkland

Local 1837 Washington State Council of  
County & City Employees of the American  
Federation of State, County & Municipal  
Employees, AFL-CIO

By: \_\_\_\_\_  
Kurt Triplett, City Manager

By: \_\_\_\_\_  
Bill Keenan, Director of Organizing,  
WSCCCE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM  
City Attorney

\_\_\_\_\_  
LABOR RELATIONS REVIEW  
Human Resources Director



**CITY OF KIRKLAND**  
**Department of Finance & Administration**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3100**  
**[www.kirklandwa.gov](http://www.kirklandwa.gov)**

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance and Administration  
Tom Mikesell, Financial Planning Manager

**Date:** November 8, 2018

**Subject:** USE OF CITY COUNCIL SPECIAL PROJECTS RESERVE – COW AND COYOTE  
SEASONAL HOLIDAY COSTUMES

### **RECOMMENDATION:**

City Council receive a Fiscal Note documenting use of City Council Special Projects Reserve for Cow and Coyote statue seasonal holiday costumes consistent with the "For Love of Kirkland" initiative in the 2017-2018 City Work Program.

### **BACKGROUND DISCUSSION:**

At its November 7<sup>th</sup> Regular Meeting, the City Council approved use of \$1,800 from the City Council Special Projects Reserve for seasonal holiday costumes for the Cow and Coyote statue at the intersection of Lake Street and Central Way. Decorating the Cow and Coyote during holidays such as Valentine's Day, St. Patrick's Day, the Fourth of July, Thanksgiving and more is a celebrated tradition in the city that contributes to a sense of community and quality of life. The attached fiscal note documents this and all other fiscal activity in the reserve during the 2017-2018 biennium, and reports the balance after this approval.

**FISCAL NOTE***CITY OF KIRKLAND*

Source of Request							
Description of Request							
Authorize the use of \$1,800 of the Council Special Projects Reserve to fund the one-time purchase of seasonal holiday costumes for the Cow and Coyote statues.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$1,800 of the Council Special Projects Reserve. The reserve is able to fully fund this request.							
Recommended Funding Source(s)							
<b>Reserve</b>	Description	2018 Est End Balance	Prior Auth. 2017-18 Uses	Prior Auth. 2017-18 Additions	Amount This Request	Revised 2018 End Balance	2018 Target
	Council Special Projects Rsrv.	381,927	(325,327)		(1,800)	54,800	n/a
	Prior uses of the Council Special Projects Reserve include: <ul style="list-style-type: none"> <li>• \$50,000 for Peter Kirk Building Seismic Upgrades</li> <li>• \$15,000 for Peter Kirk Park Parking Conceptualization</li> <li>• \$9,000 for Eastside Rail Corridor Branding</li> <li>• \$10,000 for Transit Oriented Development Study</li> <li>• \$7,000 for Downtown Holiday Tree Extension Ring</li> <li>• \$40,000 for Studio East Contribution</li> <li>• \$13,100 for Downtown Flower Pots</li> <li>• \$5,000 for Regional Economic Development Alliance</li> <li>• \$15,000 for Regional Aquatics Facility Joint Feasibility Study</li> <li>• \$29,300 for Community Safety Survey</li> </ul> This amount reflects the use of \$131,927 for Human Service grants under consideration at the November 20, 2018 Council meeting.						
<b>Revenue/Exp Savings</b>							
<b>Other Source</b>							
Other Information							
Prepared By	Lori Wile, Budget Analyst				Date	November 8, 2018	



**CITY OF KIRKLAND**

**Department of Finance & Administration**

**123 Fifth Avenue, Kirkland, WA 98033 425.587.3100**

**[www.kirklandwa.gov](http://www.kirklandwa.gov)**

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance and Administration  
Tom Mikesell, Financial Planning Manager

**Date:** November 8, 2018

**Subject:** USE OF CITY COUNCIL SPECIAL PROJECTS RESERVE – HUMAN SERVICES GRANTS

**RECOMMENDATION:**

City Council receive a Fiscal Note documenting use of \$131,927 of 2017-2018 City Council Special Projects Reserve to help fund 2019-2020 Human Services grants.

**BACKGROUND DISCUSSION:**

During the Council's 2017-2018 Budget process, the Council placed \$131,927 of unallocated revenue into the Special Projects Reserve for human service programs. The Council has not yet allocated any of these funds. At the November 7<sup>th</sup> Special Council meeting, the Council requested that these funds be considered as part of the 2019-2020 human services grant request process. At the November 13<sup>th</sup> Special Council meeting, staff included these funds as part of the pool of money available to fund human services grant options. Although the Council did not make a final decision on the overall level of human services funding on November 13<sup>th</sup>, the use of the \$131,927 was included in each scenario that was discussed. Therefore, at its November 20<sup>th</sup> Regular Meeting, the City Council may approve use of \$131,927 from the City Council Special Projects Reserve for 2019-2020 Human Services grants. The attached fiscal note documents this and all other fiscal activity in the reserve during the 2017-2018 biennium, and reports the balance after this approval.

**FISCAL NOTE***CITY OF KIRKLAND*

Source of Request							
Description of Request							
Authorize the use of \$131,927 of the Council Special Projects Reserve to fund 2019-2020 Human Services grants.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$131,927 of the Council Special Projects Reserve. The reserve is able to fully fund this request.							
Recommended Funding Source(s)							
<b>Reserve</b>	Description	2018 Est End Balance	Prior Auth. 2017-18 Uses	Prior Auth. 2017-18 Additions	Amount This Request	Revised 2018 End Balance	2018 Target
	Council Special Projects Rsrv.	381,927	(195,200)		(131,927)	54,800	n/a
	Prior uses of the Council Special Projects Reserve include: <ul style="list-style-type: none"> <li>• \$50,000 for Peter Kirk Building Seismic Upgrades</li> <li>• \$15,000 for Peter Kirk Park Parking Conceptualization</li> <li>• \$9,000 for Eastside Rail Corridor Branding</li> <li>• \$10,000 for Transit Oriented Development Study</li> <li>• \$7,000 for Downtown Holiday Tree Extension Ring</li> <li>• \$40,000 for Studio East Contribution</li> <li>• \$13,100 for Downtown Flower Pots</li> <li>• \$5,000 for Regional Economic Development Alliance</li> <li>• \$15,000 for Regional Aquatics Facility Joint Feasibility Study</li> <li>• \$29,300 for Community Safety Survey</li> <li>• \$1,800 for Cow and Coyote Costumes</li> </ul>						
<b>Revenue/Exp Savings</b>							
<b>Other Source</b>							
Other Information							
Prepared By	Tom Mikesell, Financial Planning Manager				Date	November 9, 2018	

**CITY OF KIRKLAND**

Department of Finance & Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
www.kirklandwa.gov

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Greg Piland, Purchasing Agent

**Date:** November 8, 2018

**Subject:** REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF November 20, 2018.

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated or known to be in excess of \$50,000. The "Process" column on the table indicates the process being used to determine the award of the contract.

The City's major procurement activities initiated since the last report dated October 25, 2018 are as follows:

	Project	Process	Estimate/Price	Status
1.	Residential Recycling Collection Events	Request for Proposals	\$93,878.00	Contract awarded to Olympic Environmental Resources of Seattle, WA.
2.	NE 132 <sup>nd</sup> ST/Juanita High School Access Road Intersection Improvements Project	Architect and Engineer Roster	\$128,110.00	Contract awarded to Gray & Osborne, Inc. of Seattle, WA based on qualifications per RCW 39.80
3.	120 <sup>th</sup> AVE NE Water Main Improvements Project	Invitation for Bids	Change order amount \$113,510.00	Contract awarded to Shoreline Construction of Woodinville, WA.

Please contact Greg Piland if you have any questions regarding this report.





**CITY OF KIRKLAND**  
**Department of Finance & Administration**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3100**  
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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance and Administration  
Tom Mikesell, Financial Planning Manager

**Date:** November 8, 2018

**Subject:** PUBLIC HEARING ON PRELIMINARY 2019-2020 BUDGET

### RECOMMENDATION:

City Council hold a public hearing on the Preliminary 2019-2020 Budget.

### BACKGROUND DISCUSSION:

The purpose of this public hearing is to solicit public comment on the Preliminary 2019-2020 Budget as submitted by the City Manager and available to the public on October 23, 2018. The budget document is available at:

<http://www.kirklandwa.gov/budgetdoc>

A public hearing on anticipated revenue sources was held on September 18, 2018. RCW 35A.33 requires that a public hearing on the upcoming budget period be held on or before the first Monday in December. A public hearing on the Preliminary 2019-2020 Budget was held on November 7, 2018. Additionally, a Council budget study session was held on October 30 and a Special Council meeting on the budget was held on November 13, 2018.

The Council will discuss potential changes to the 2019-2020 Budget and CIP at the November 20<sup>th</sup> budget study session. Any changes to the preliminary budget will be approved at the adoption of the 2019-2020 budget on December 11, 2018.



**CITY OF KIRKLAND**  
**Department of Finance & Administration**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3100**  
**www.kirklandwa.gov**

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance and Administration  
Tom Mikesell, Financial Planning Manager

**Date:** November 8, 2018

**Subject:** **PRELIMINARY 2019 PROPERTY TAX LEVY PUBLIC HEARING AND ADOPTION**

## RECOMMENDATION:

City Council conduct a public hearing and adopt the following ordinances levying property taxes for the year 2019:

1. Ordinance O-4667 establishing the preliminary regular levy for the City of Kirkland and the excess levy for the pre-annexation City; and
2. Ordinance O-4668 establishing the levy for the area previously served by Fire District 41 to pay debt service on the district's outstanding bonds.

## BACKGROUND DISCUSSION:

Washington State law requires a public hearing on revenue sources that must include consideration of possible increases in property tax revenues (RCW 84.55.120). A public hearing on the City's property tax levy is scheduled for November 20. Following the public hearing, the City Council will be asked to establish the City's preliminary property tax levy by adopting Ordinance O-4667 and the levy to support annual debt service for the Fire District's outstanding debt for 2019 by adopting Ordinance O-4668.

The attached ordinances are required in order to meet the December 3 deadline established by the King County Council for submission of levy amounts. Each year the County prepares a levy worksheet for cities and other taxing districts that establishes the maximum levy capacity (within legal limits) and the amount of new construction valuation. The City cannot accurately calculate the amount of the levy until the final worksheet is received. The County estimates that the final levy worksheets will be available by late November. Since the date of the final levy worksheet is unknown, an ordinance needs to be passed that establishes a maximum amount of property taxes the City expects to levy in 2019. We use a maximum amount since the County will allow us to submit a final levy amount that is lower than the preliminary amount but not higher. Consequently, the preliminary property tax levy is typically higher than the final levy will be. The final levy will be calculated when the City receives its final levy worksheet from King County. If provided, the final property tax levy it will be brought forward for

adoption at the December 11 City Council meeting. Otherwise, it will be brought forward for adoption when available.

It should be noted that the property tax levies need to be established annually even though the Council will adopt a budget for the 2019-2020 biennium on December 11. Accordingly, the attached ordinances establish levies for 2019, the first year of the biennium.

The following discussion explains how the preliminary levy numbers were calculated for both the City and the area previously served by Fire District 41.

## **1. REGULAR AND EXCESS LEVY FOR THE CITY OF KIRKLAND**

This section explains how the preliminary levy numbers in Ordinance O-4667 were calculated for each of the variable factors in the City's levy. There are two components to the City's property tax levy — the regular levy, which funds operating costs, and the excess levy, which funds debt service on voter-approved bonds (which only applies within the pre-annexation boundary).

### *Regular Levy for City*

For budgeting purposes there are three factors that make up the 2019 regular levy:

- i. The base levy, which also includes:
  - a. The 2002 levy lid lift for Parks Maintenance;
  - b. The 2012 levy lid lift for City Street Maintenance and Pedestrian Safety; and,
  - c. The 2012 levy lid lift for City Parks Maintenance, Restoration and Enhancement.
- ii. The optional one percent increase
- iii. The new construction levy

### The Base Levy

The basis for calculating the 2019 levy is the 2018 regular levy of \$29,152,399, which is comprised of four broad budget components:

- The base levy for the General Fund and the Street Fund;
- The 2002 Parks Maintenance Levy Lid Lift;
- The 2012 Street Maintenance and Pedestrian Safety Levy Lid Lift; and,
- The 2012 City Parks Maintenance, Restoration, and Enhancement Levy Lid Lift.

In addition any minor levy corrections, made by the King County Assessor, are added to the base levy. These corrections totaled \$25,963 in 2018; the Assessor does not include this amount as part of the 2019 regular levy when calculating the optional increase.

### Optional Levy Increase

The 2019-2020 Budget assumes the optional increase of one percent in 2019. For taxing districts with a population of 10,000 or more the limit factor is the lesser of 101% or 100% plus inflation as measured by the Implicit Price Deflator. According to the State Department of Revenue, the Implicit Price Deflator measure of inflation was 2.169%; therefore, the limit factor for 2019 property taxes is 101%.

In 2018, a one percent increase in the regular levy equates to \$291,524, which is split between the four budget components as shown in the following table.

Budget Component	2018 Amount	One Percent	2019 Amount
General Fund & Street Fund	22,412,564	224,126	22,636,690
2002 Parks Maintenance Levy	1,287,683	12,877	1,300,560
2012 Streets Levy	3,055,602	30,556	3,086,158
2012 Parks Levy	2,396,551	23,966	2,420,516
<b>Total</b>	<b>29,152,399</b>	<b>291,524</b>	<b>29,443,923</b>

### Levy Corrections

In some years, corrections to the previous year's levy are made and the King County Assessor's Office re-levies these refunds by adding the amount refunded to the upcoming year's levy. These refunds are in addition to the one percent increase (RCW 84.69.020). In 2019, the Assessor will be re-levying \$25,963 in refunds making the levy plus one percent amount for the City equal to \$29,469,886.

### New Construction

New construction represents additional property taxes to be received from the construction of new buildings and additions to existing structures. The new construction levy increases revenue to the City but does not increase the tax levy on existing taxpayers. The new construction levy is calculated by dividing the new construction valuation by \$1,000 and multiplying the result by the current year's regular levy tax rate<sup>1</sup> (\$1.36409 per \$1,000 of assessed valuation). The preliminary new construction valuation for the 2019 levy (as of November 5, 2018) is \$624,508,006, which translates into a new construction levy of \$722,543 (\$624,508,006/\$1,000 x \$1.157). Over the past several years, the increase in new construction levy as a percentage of each year's total base regular levy has ranged between 0.34 percent and 4 percent. The estimated 2019 new construction levy of \$722,543 (as of November 5, 2018) is 2.39% percent of the total base regular levy for 2019.

For preliminary levy purposes in the preliminary ordinance (O-4667) only, new construction valuation is shown at \$2,167,629, which is triple the November 5, 2018 figure. This is done to ensure that all new construction amounts will be available. The final new construction levy will not be known until the City receives its final levy worksheet from King County in December or early 2019, and will likely be closer to the November 5, 2018 figure of \$722,543. Once the final levy worksheet is received, staff will adjust the 2019 property tax levy accordingly and submit a final ordinance for Council approval.

The new construction levy is allocated proportionately across the four areas that receive property tax funding. The table below shows how much would be distributed based on the new construction levy provided by the Assessor on November 5, 2018, as well as the amount (triple the Assessor's estimate) used in the preliminary ordinance (O-4667).

<sup>1</sup> Levy rate per the Preliminary Levy Limit Worksheet from the King County Assessor's Office.

Budget Category	Levy with Optional One Percent Increase	Addition From New Construction	Assessor's Preliminary 2019 Levy
Base Levy (General Fund & Street Fund)	22,662,653	555,496	23,218,149
2002 Parks Maintenance Levy	1,300,560	31,915	1,332,475
2012 Streets Levy	3,086,158	75,733	3,161,891
2012 Parks Levy	2,420,516	59,399	2,479,915
<b>Subtotal</b>	<b>29,469,886</b>	<b>722,543</b>	<b>30,192,429</b>
Artificially High New Construction Increment		1,445,086	1,445,086
<b>Total</b>	<b>29,469,886</b>	<b>2,167,629</b>	<b>31,637,515</b>

\* Base Levy includes the \$25,963 refund correction.

### *Excess Levy for Pre Annexation City*

The total excess levy for the City, which relates to voted debt paid within the pre-annexation boundaries, will decrease by \$16,960 in 2019 based on the payment schedule for the outstanding voted debt; in 2019 this amount will be \$564,105. Annexation voters did not approve the assumption of voted bond indebtedness, therefore the excess levy will only be applied on the taxable assessed value of properties within the pre-annexation boundaries of the City. This translates to a rate per \$1,000 assessed value of \$0.02651.

### *Trends in Assessed Valuation*

Assessed valuation is composed of new construction and revaluation of existing properties. Preliminary figures for 2019 assessed valuation from King County dated November 5<sup>th</sup>, 2018, indicate that compared to 2018, total assessed valuation increased by 16.6 percent. Of this amount, 2.48 percent is due to new construction.

For estimating purposes, in the preliminary levy only, new construction valuation is shown at triple the November 2018 figures to ensure that all new construction amounts will be available. It should be noted that the preliminary new construction figure from King County does not include the State utility assessed valuation, which has not been finalized yet.

The change in valuation does not in itself generate additional revenue for the City. If the Council took no optional increase in the levy and the assessed valuation increases, it would have the effect of lowering the rate applied to each \$1,000 of assessed valuation. Conversely, if the assessed valuation decreases, it results in an increase in the rate applied to each \$1,000 of assessed valuation, since the levy is set as a total dollar amount, which is divided by the assessed valuation.

### *Preliminary Levy Rates*

Based on the preliminary levy worksheet, an intentionally high estimate for new construction (\$2,167,629), the one percent optional increase, the 2002 Parks Maintenance Levy, and the 2012 street and parks levies, the regular levy tax rate for the City would decrease from \$1.18877 per \$1,000 of assessed valuation in 2018 to \$1.07531 in 2019. The rate per \$1,000 decreases because the total assessed valuation (AV) for the City has increased by 14.1 percent over the same period. This rate applies to all parcels in Kirkland.

The excess levy rate, which applies for properties within the pre-annexation boundaries, is decreasing from \$0.03179 to \$0.02651 based on the increase in assessed valuation in the pre-annexation portion of the City.

Levy Type	Levy Amount	Applicable AV	Levy Rate
Regular Levy Rate	31,637,515	÷ \$29,421,769,885/1,000	\$1.07531
Excess Levy Rate	564,105	÷ \$21,275,894,402/1,000	\$0.02651

## 2. FIRE DISTRICT 41 DEBT SERVICE LEVY

When annexation of the Juanita, Finn Hill, and Kingsgate neighborhoods became effective on June 1, 2011, Fire District 41, which served a majority of that area, was assumed by the City. The District's outstanding debt remains in place until it is retired. With the assumption of the District, the City Council has assumed the role of governing body with the authority to levy taxes to pay the outstanding debt service. For 2019, the City needs to collect \$470,572 to pay the debt service. King County as a whole has a 98 percent collection rate on tax levies, therefore, the City is setting a levy of \$480,176 ( $\$470,572 \div 98$  percent) to pay debt service in 2019.

This levy approved by Ordinance O-4668 establishes a levy of \$480,176 for the area previously served by Fire District 41 to pay debt service. This translates to a rate per \$1,000 assessed value of \$0.07704 on the properties within the North Juanita, Finn Hill and Kingsgate areas previously served by Fire District 41. Annexation area residents previously served by Fire District 41 will pay property taxes at the City of Kirkland regular levy rate (excluding voted debt service) plus the District's levy rate required to repay the District's outstanding debt.

Levy Type	Levy Amount	Applicable AV	Levy Rate
Fire District 41 Levy Rate	480,176	÷ \$6,233,117,171/1,000	\$0.07704

## 3. SUMMARY

Since the annexation was approved by less than a 60 percent majority of voters, the residents of the annexation area did not assume the existing City's voted indebtedness and therefore will not pay the excess levy rate. In fact, tax payers within the City's boundaries have three separate levy rates based on their location (note that the preliminary rates shown are higher than the expected final rates that will be adopted when final information is available):

1. Property owners within the pre-annexation City will pay the regular levy rate of \$1.07531 and the excess levy of \$0.02651 for a total of \$1.10182;
2. Property owners within the annexation area previously served by Fire District 41 will pay the regular levy rate of \$1.07531 and the excess levy of \$0.07704 to repay the District debt for a total of \$1.15235; and
3. Property owners within the annexation area previously served by Fire Districts 36 (Woodinville) and 34 (Redmond) will pay the regular levy rate of \$1.07531 only.

While the total dollar amount of the levy is fixed, the final rate per \$1,000 of AV can change based on the final AV at the time King County finalizes the levy rates (in late 2018 or early 2019). A final levy will be prepared for Council approval at the soonest meeting available after final numbers are received.

Levy Type	Pre-Annexation City	New Neighborhoods Previously Served by FD-41	New Neighborhoods Previously Served by Woodinville or Redmond
Regular Levy Rate	\$ 1.07531	\$ 1.07531	\$ 1.07531
Excess Levy Rate	\$ 0.02651	N/A	N/A
FD-41 Debt Levy	N/A	\$ 0.07704	N/A
<b>Est. Prelim. Levy Rate</b>	<b>\$ 1.10182</b>	<b>\$ 1.15235</b>	<b>\$ 1.07531</b>

*Preliminary Levy Recap:*

<u>Ordinance O-4667</u>	Amount
2018 Regular Levy	29,152,399
Optional 1 percent Increase	291,524
New Construction <sup>2</sup>	2,167,629
Other Adjustments <sup>3</sup>	25,963
<b>Total Regular Levy</b>	<b>31,637,515</b>
Excess Levy	564,105
<b>Total 2019 Preliminary Levy</b>	<b>32,201,620</b>
 <u>Ordinance O-4668</u>	 Amount
Separate Fire District 41 Debt Service Levy	480,176

Adoption of the preliminary property tax levies on November 20 is required in order to meet the King County deadline of December 3 to submit levy amounts. The final levy amount will be calculated based on the final property tax levy worksheet from King County, which is expected in late December. The final levy will be brought forward for Council action after final numbers are received.

<sup>2</sup> New construction levy is set at triple the latest new construction levy amount and will be reduced to the actual new construction allowance when final information is received from King County.

<sup>3</sup> Other adjustments include re-levy for prior-year refunds and any levy corrections or omissions made by King County.

## ORDINANCE O-4667

AN ORDINANCE OF THE CITY OF KIRKLAND ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR THE YEAR 2019, THE FIRST YEAR OF THE CITY OF KIRKLAND'S 2019-2020 FISCAL BIENNIUM.

WHEREAS, the City Council held a public hearing on September 18, 2018, to consider revenue sources for the 2019-2020 Biennial Budget; and

WHEREAS, the City Council and the City Manager have considered the anticipated financial requirements of the City of Kirkland for the fiscal year 2019; and

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes; and

WHEREAS, RCW 84.55.120 requires that the increase in the levy over the prior year be stated both as to the dollar increase and percentage change.

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. The regular property tax levy for the year 2019 is hereby fixed and established in the amount of \$31,637,515. This property tax levy represents a dollar increase of \$291,524 and a percentage increase of one percent from the previous year, excluding the addition of new construction, improvements to property, any increase in state-assessed property, and administrative refunds as shown below:

	Amount
<b>2019 Regular Levy</b>	<b>31,637,515</b>
Less 2018 Levy	29,152,399
Less New Construction	2,167,629
Less Relevy for Refunds	25,963
<b>Total Increase</b>	<b>291,524</b>
<b>Percent Increase</b>	<b>1.00%</b>

Section 2. There is hereby levied for 2019 upon all property, both real and personal, within the City of Kirkland, Washington, and within the area subject to tax levies for the principal and interest of all general obligation bond issues, a total voted property tax of \$564,105 on the total of assessed valuation for such property.



32        Section 3. This ordinance shall be in force and effect five days  
33 from and after its passage by the Kirkland City Council and publication  
34 pursuant to Section 1.08.017, Kirkland Municipal Code in the summary  
35 form attached to the original of this ordinance and by this reference  
36 approved by the City Council.

37  
38        Passed by majority vote of the Kirkland City Council in open  
39 meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

40  
41        Signed in authentication thereof this \_\_\_\_\_ day of  
42 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Amy Walen, Mayor

Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk

Approved as to Form:

\_\_\_\_\_  
Kevin Raymond, City Attorney

PUBLICATION SUMMARY  
OF ORDINANCE NO. O-4667

AN ORDINANCE OF THE CITY OF KIRKLAND ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR THE YEAR 2019, THE FIRST YEAR OF THE CITY OF KIRKLAND'S 2019-2020 FISCAL BIENNIUM.

SECTION 1. Fixes and establishes the regular property tax levy for the fiscal year 2019.

SECTION 2. Levies a voted property tax for fiscal year 2019.

SECTION 3. 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 \_\_\_\_\_, 2018.

I certify that the foregoing is a summary of Ordinance O-4667 approved by the Kirkland City Council for summary publication.

\_\_\_\_\_  
City Clerk

## ORDINANCE O-4668

AN ORDINANCE OF THE CITY OF KIRKLAND ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR THE YEAR 2019, TO PAY THE FIRE DISTRICT 41 DEBT SERVICE ASSUMED AS A RESULT OF ANNEXATION OF THE NORTH JUANITA, FINN HILL, AND KINGSGATE NEIGHBORHOODS ON JUNE 1, 2011.

1 WHEREAS, the City has annexed the territory formerly served by  
2 Fire District 41 which removed all of the territory served by the District  
3 from its jurisdiction by operation of law as of June 1, 2011; and  
4

5 WHEREAS, RCW 35A.14.500 provides that "[w]hen any portion of  
6 a fire protection district is annexed by or incorporated into a code city,  
7 any outstanding indebtedness, bonded or otherwise, shall remain on  
8 obligation of the taxable property annexed or incorporated as if the  
9 annexation or incorporation had not occurred"; and  
10

11 WHEREAS, RCW 35A.14.801(5) provides that "[i]f a code city  
12 annexes property within a fire district or library district while any general  
13 obligation bond secured by the taxing authority of the district is  
14 outstanding, the bonded indebtedness of the fire district or library  
15 district remains on obligation of the taxable property annexed as if the  
16 annexation had not occurred"; and  
17

18 WHEREAS, the outstanding indebtedness obligation of the taxable  
19 property annexed is \$1,335,916; and  
20

21 WHEREAS, the City Council and the City Manager have considered  
22 the anticipated financial requirements of the City of Kirkland for the  
23 payment of the debt service for the fiscal year 2019; and  
24

25 WHEREAS, pursuant to RCW 35A.33.135, the City Council is  
26 required to determine and fix by ordinance the amount to be raised by  
27 ad valorem taxes;  
28

29 NOW, THEREFORE, the City Council of the City of Kirkland do  
30 ordain as follows:  
31

32 Section 1. The Fire District 41 debt service property tax levy  
33 for the year 2017 is hereby fixed and established in the amount of  
34 \$480,176.  
35

36 Section 2. This ordinance shall be in force and effect five days  
37 from and after its passage by the Kirkland City Council and publication,  
38 as required by law.

39            Passed by majority vote of the Kirkland City Council in open  
40 meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2018

41  
42            Signed in authentication thereof this \_\_\_\_\_ day of  
43 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Amy Walen, Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



**CITY OF KIRKLAND**  
**Department of Finance & Administration**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3100**  
**www.kirklandwa.gov**

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Michael Olson, Director of Finance and Administration  
Tom Mikesell, Financial Planning Manager  
George Dugdale, Senior Financial Analyst

**Date:** November 6, 2018

**Subject:** 2019 - 2024 Capital Improvement Program Update

**RECOMMENDATION:**

City Council continues discussion and provides direction for finalizing the 2019-2024 Capital Improvement Program (CIP), which is scheduled to be adopted with the 2019-2020 Biennial Budget at the December 11<sup>th</sup> City Council meeting.

**BACKGROUND:**

The Council was presented with the Preliminary 2019-2024 CIP at the September 4, 2018 Council Meeting. The changes to the Preliminary 2019-2024 CIP detailed below include those identified by staff subsequent to the meeting and project additions described in the Preliminary 2019-2020 Budget.

**PROJECT ADDITIONS AND MODIFICATIONS:**

*TRANSPORTATION*

*Project modifications: current CIP*

- **STC 05912 – 124<sup>th</sup> Ave NE Roadway Improvements (North Section) ROW:** Modification in project timing, bringing project start date forward from 2020 to 2019. Total project cost and funding sources remain unchanged from the 2019-24 Preliminary CIP.
- **STC 08900 – Juanita Drive Intersection and Safety Improvements:** Project name updated to better reflect scope and intention. Timing and cost unchanged.
- **NMC 08700 – Citywide School Walk Route Enhancement:** Budget increased by \$420,000 in 2019 to provide funding for projects already identified as priorities. Increased funding from Transportation Impact Fees.
- **TRC 12400 – 116<sup>th</sup> Avenue NE/ NE 124<sup>th</sup> Street Intersection Improvements:** Modification in project timing and cost. Project start year changed to 2019 based on available grant funding, and total project cost decreased from \$1,600,000 to \$1,500,000 due to updated cost estimate.

*Project modifications: prior year CIP projects*

- **TRC 09300 – NE 132nd Street/Juanita High School Access Road Intersection Improvements:** Addition of \$400,000 in Transportation Impact fees to existing external funding of \$1,260,000, bringing total project cost to \$1,660,000, based on updated cost estimates.

- **NMC 09500 – 124<sup>th</sup> Avenue NE Sidewalk Improvements:** Addition of \$400,000 in Transportation Impact fees, bringing total project cost to \$2,080,000, based on updated cost estimates. Project includes \$275,000 of external funding.

*Projects moved from unfunded to funded status*

- **TRC 13700 – Kirkland Avenue/Lake Street Intersection Improvements:** Project moved from the unfunded to funded list based on availability of external funding. Project funds the installation of traffic signals and intersection improvements to improve safety. Total project cost of \$1,553,000 is funded from a combination of WSDOT external grant funding (\$500,000) and \$1,053,000 in 2019 state appropriation requests.

			6-Year Funded CIP	Unfunded CIP	Total CIP
<b>Preliminary 2019-2024 Transportation CIP</b>			<b>92,619,100</b>	<b>385,071,000</b>	<b>477,690,100</b>
<b>Changes discussed in this memorandum</b>					
NMC 08700	Citywide School Walk Route Enhancement		420,000		420,000
NMC 09500	124th Avenue NE Sidewalk Improvements		400,000		400,000
TRC 09300	NE 132nd St/Juanita H.S. Access Rd Intersection Improvements		400,000		400,000
TRC 12400	116th Avenue NE/ NE 124th Street Intersection Improvements		(100,000)		(100,000)
TRC 13700	Kirkland Avenue/Lake Street Intersection Improvements		1,553,000	(1,553,000)	-
<i>Subtotal</i>			<i>2,673,000</i>	<i>(1,553,000)</i>	<i>1,120,000</i>
<b>Changes to Preliminary 2019-2024 CIP</b>			<b>2,673,000</b>	<b>(1,553,000)</b>	<b>1,120,000</b>
<b>Proposed 2019-2024 Transportation CIP</b>			<b>95,292,100</b>	<b>383,518,000</b>	<b>478,810,100</b>

**SURFACE WATER**

*Project modifications*

- **SDC 10700 – 132<sup>nd</sup> Square Park Surface Water Retrofit Facility:** 2019-2024 project cost increased by \$126,300 to \$4,126,300 based on the availability of external funding.

			6-Year Funded CIP	Unfunded CIP	Total CIP
<b>Preliminary 2019-2024 Surface Water CIP</b>			<b>19,252,300</b>	<b>21,555,000</b>	<b>40,807,300</b>
<b>Changes discussed in this memorandum</b>					
SDC 10700	132nd Square Park Surface Water Retrofit Facility		126,300		126,300
<i>Subtotal</i>			<i>126,300</i>	<i>-</i>	<i>126,300</i>
<b>Changes to Preliminary 2019-2024 CIP</b>			<b>126,300</b>	<b>-</b>	<b>126,300</b>
<b>Proposed 2019-2024 Surface Water CIP</b>			<b>19,378,600</b>	<b>21,555,000</b>	<b>40,933,600</b>

**PUBLIC SAFETY**

*Projects moved from unfunded to funded status*

- **PSC 30030 – Fire Station 27 Land Acquisition:** Funding of \$1,300,000 in 2019 to partially fund the land acquisition for the future relocated Fire Station 27. Remaining \$4,700,000 of total \$6,000,000 budget remains unfunded. If acquired, the property includes a medical building with tenants. Existing leases would likely provide a revenue source to debt finance the remaining \$4,700,000 until full funding is identified.

*New projects*

- **PSC 08100 – Fire Station 26 Training Prop:** Funding of \$290,000 in one-time General Fund resources in 2019 to fund the construction of a training prop that would allow the Fire department to install a simulated three story metal building, improving capacity for training within the department.

			6-Year Funded CIP	Unfunded CIP	Total CIP
<b>Preliminary 2019-2024 Public Safety CIP</b>			<b>8,129,100</b>	<b>41,523,100</b>	<b>49,652,200</b>
<b>Changes discussed in this memorandum</b>					
PSC 30030	Fire Station 27 Land Acquisition		1,300,000	(1,300,000)	-
PSC 08100	Fire Station 26 Training Prop		290,000		290,000
<i>Subtotal</i>			<i>1,590,000</i>	<i>(1,300,000)</i>	<i>290,000</i>
<b>Changes to Preliminary 2019-2024 CIP</b>			<b>1,590,000</b>	<b>(1,300,000)</b>	<b>290,000</b>
<b>Proposed 2019-2024 Public Safety</b>			<b>9,719,100</b>	<b>40,223,100</b>	<b>49,942,200</b>

## INFORMATION TECHNOLOGY

### Projects moved from unfunded to funded status

- **ITC 01003 – Police Evidence System Replacement:** This project provides capacity for additional electronic storage of police evidence to remain compliant with data retention and public records requirements. The project is funded in 2019 with \$162,000 in one-time General Fund resources.

			6-Year Funded CIP	Unfunded CIP	Total CIP
<b>Preliminary 2019-2024 IT CIP</b>			<b>6,829,900</b>	<b>2,864,900</b>	<b>9,694,800</b>
<b>Changes discussed in this memorandum</b>					
ITC 01003	Police Evidence System Replacement		162,000	(232,900)	(70,900)
<i>Subtotal</i>			<i>162,000</i>	<i>(232,900)</i>	<i>(70,900)</i>
<b>Changes to Preliminary 2019-2024 CIP</b>			<b>162,000</b>	<b>(232,900)</b>	<b>(70,900)</b>
<b>Proposed 2019-2024 Information Technology CIP</b>			<b>6,991,900</b>	<b>2,632,000</b>	<b>9,623,900</b>

## FACILITIES

### New projects

- **GGC 03801 – Municipal Garage Repairs:** Project provides \$275,000 in funding from the Off-street Parking Reserve in the Street Operating Fund to fund improvements to the elevator, vehicle and pedestrian doors at the municipal parking garage.
- **GGC 03900 – City Hall Annex HVAC Installation:** This project will install a new HVAC system at the City Hall Annex. Estimated total cost of \$220,000, with funding from remaining balances in prior year Facilities CIP projects.

			6-Year Funded CIP	Unfunded CIP	Total CIP
<b>Preliminary 2019-2024 Facilities CIP</b>			<b>3,167,700</b>	<b>-</b>	<b>3,167,700</b>
<b>Changes discussed in this memorandum</b>					
GGC 03801	Municipal Garage Repairs		275,000		275,000
GGC 03900	City Hall Annex HVAC Installation		220,000		220,000
<b>Changes to Preliminary 2019-2024 CIP</b>			<b>495,000</b>	<b>-</b>	<b>495,000</b>
<b>Proposed 2019-2024 Facilities CIP</b>			<b>3,662,700</b>	<b>-</b>	<b>3,662,700</b>

## 2019-2024 Updated Preliminary Capital Improvement Program

With these changes, the 2019-2024 funded CIP totals \$199,329,600 for the six-year period, an increase of \$5 million from the preliminary CIP presented in September. A summary of the proposed CIP, reflecting the changes detailed in this memo is included as **Attachment A**. The total CIP by program, is shown in the following table:

	6-Year Funded CIP	Unfunded Future City Revenues	External/New Revenues	Total CIP
Transportation	95,292,100	189,635,500	193,882,500	478,810,100
Parks	22,432,200	55,990,000	75,000,000	153,422,200
Public Safety	9,719,100	369,100	39,854,000	49,942,200
General Government				
Technology	6,991,900	2,632,000	-	9,623,900
Facilities	3,662,700	-	-	3,662,700
<b>Subtotal</b>	<b>138,098,000</b>	<b>248,626,600</b>	<b>308,736,500</b>	<b>695,461,100</b>
Surface Water Mgmt	19,378,600	21,555,000	-	40,933,600
Water/Sewer	41,853,000	40,237,900	10,861,000	92,951,900
<b>Utilities Subtotal</b>	<b>61,231,600</b>	<b>61,792,900</b>	<b>10,861,000</b>	<b>133,885,500</b>
<b>Grand Total Proposed CIP</b>	<b>199,329,600</b>	<b>310,419,500</b>	<b>319,597,500</b>	<b>829,346,600</b>

The table on the following page details the revenue sources for the updated CIP, incorporating these changes.



**2019-2024 Preliminary Capital Improvement Program  
Revenue Sources (in thousands)**

<b>Dedicated Revenue</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>6-Year Total</b>
<b>Transportation</b>							
Gas Tax	634	647	660	673	686	647	3,947
Gas Tax (Transportation Package)	200	200	200	200	200	200	1,200
Business License Fees	270	270	270	270	270	270	1,620
Real Estate Excise Tax (REET) 1	211	410	422	-	448	113	1,604
Real Estate Excise Tax (REET) 2	2,319	1,424	1,467	1,946	1,464	1,275	9,895
Street & Pedestrian Safety Levy	2,679	2,706	2,733	2,760	2,788	2,816	16,482
Transportation Impact Fees	2,220	1,000	1,000	702	1,298	472	6,692
King County Park Levy	300	-	-	-	-	-	300
Walkable Kirkland	400	400	-	-	-	-	800
Utility Rates	410	500	500	191	486	60	2,147
Utility Reserves	207	-	-	-	-	-	207
Solid Waste Street Preservation	300	300	300	300	300	300	1,800
REET 2 Reserve	2,213	480	480	-	215	695	4,083
REET 1 Reserve	135	-	-	-	-	-	135
Carryover PY Funds	-	659	-	-	-	-	659
Debt	17,818	2,407	-	-	-	-	20,225
External Sources	10,916	8,232	743	3,605	-	-	23,496
<b>Subtotal Transportation</b>	<b>41,232</b>	<b>19,635</b>	<b>8,775</b>	<b>10,647</b>	<b>8,155</b>	<b>6,848</b>	<b>95,292</b>
<b>Parks</b>							
Real Estate Excise Tax 1	938	135	160	160	833	833	3,059
Park Impact Fees	2,891	1,750	1,050	1,150	1,750	1,750	10,341
Parks Levy	1,000	823	250	250	250	250	2,823
REET 1 Reserve	509	-	-	-	-	-	509
Park Facilities Sinking Fund	162	151	162	169	146	160	950
Carryover PY Funds	1,425	-	-	-	-	-	1,425
Other Reserves	1,500	-	-	-	-	-	1,500
External Sources	325	-	-	-	-	-	325
<b>Subtotal Parks</b>	<b>8,750</b>	<b>3,159</b>	<b>1,922</b>	<b>2,029</b>	<b>3,279</b>	<b>3,293</b>	<b>22,432</b>
<b>General Government: Technology, Facilities &amp; Public Safety</b>							
General Fund Contributions for:							
Public Sfty. Equip. Sinking Fund	987	334	167	120	895	1,006	3,509
Technology Equip. Sinking Fund	452	625	456	590	733	574	3,430
Utility Rates	256	256	256	256	256	256	1,536
Facilities Life Cycle Reserve	1,009	522	279	150	347	1,082	3,389
REET 1 Reserves	2,000	-	-	-	-	-	2,000
General Fund Cash	746	174	114	174	114	114	1,436
Carryover PY Funds	213	787	-	-	-	-	1,000
REET 1	3,800	-	-	-	-	-	3,800
Other General Government Reserves	275	-	-	-	-	-	275
<b>Subtotal General Government</b>	<b>9,738</b>	<b>2,698</b>	<b>1,272</b>	<b>1,290</b>	<b>2,345</b>	<b>3,032</b>	<b>20,375</b>
<b>Utilities</b>							
Utility Connection Charges	865	865	865	865	865	865	5,190
Utility Rates - Surface Water	1,916	2,120	2,139	2,204	2,270	2,338	12,987
Utility Rates - Water/Sewer	3,992	4,941	5,165	5,329	5,583	5,850	30,860
Reserves	1,200	1,965	1,450	50	1,450	50	6,165
External Sources	3,023	1,126	1,111	769	-	-	6,029
<b>Subtotal Utilities</b>	<b>10,996</b>	<b>11,017</b>	<b>10,730</b>	<b>9,217</b>	<b>10,168</b>	<b>9,103</b>	<b>61,231</b>
<b>Total Revenues</b>	<b>70,716</b>	<b>36,509</b>	<b>22,699</b>	<b>23,183</b>	<b>23,947</b>	<b>22,276</b>	<b>199,330</b>

### Juanita Beach Park Accessible Playground

At both the October 30<sup>th</sup> and November 13<sup>th</sup> Special Council Meetings on the budget, the Council discussed funding a new accessible playground at Juanita Beach Park that has been requested by members of the Juanita community. Current staff estimates for the cost of the new playground are \$366,000. The original

plan was to reuse the existing playground equipment so there is no current identified funding for the playground other than the one-time revenues the Council discussed on November 13<sup>th</sup>. \$366,000 of that one time money has been reserved pending final Council direction. A detailed memo regarding the accessible playground and costs is included as **Attachment B**. Also included with the memo are Attachment JB\_A, a rendering of the playfield, and Attachment JB\_B, a budget update of the entire Juanita Beach Park project. That update shows a current projected deficit of \$156,000 prior to going to bid. A positive bid result may eliminate some or all of this gap, otherwise staff will need to identify new revenue. Staff will be seeking direction on November 20<sup>th</sup> about whether to include funding of the playground in the final adopted budget or CIP on December 11<sup>th</sup>.

Staff has developed several options for Council consideration regarding the playground.

- 1) Implement the original playground plan in the initial budget. This plan re-installs the existing equipment and does not add any new costs.
- 2) Select the proposed new playground equipment concept identified by Friends of Juanita Beach and integrate the playground design in lieu of the current existing equipment. City funds \$366,000 for the project using one-time money, less any funds raised by the community.
- 3) Reprioritize the Parks CIP to identify \$366,000 in CIP funds for the new accessible playground. This would also restore \$366,000 in one-time money for Council reallocation;
- 4) Re-install existing equipment, but include the infrastructure necessary for a new playground. Complete a full public process to update the playground equipment and safety surface to a more inclusive standard. Budget for the new playground as part of the next budget and CIP cycle in 2021-2022.

### **Debt Financing of Capital Projects**

The Council had considerable discussion about the staff proposal to issue debt to finance projects such as the Totem Lake Connector, Juanita Drive Intersection and Safety Improvements and the 100<sup>th</sup> Avenue NE Roadway improvements. The Council approved the overall use of debt but requested that staff re-evaluate Real Estate Excise Tax (REET) levels to analyze if REET could provide the revenue necessary to cover the debt payments. As was reported to the Council in earlier meetings, staff has recalibrated REET and has concluded it can cover debt payments. Council also asked for more refined details on sub-elements of the Juanita Drive and 100<sup>th</sup> Avenue NE Roadway projects prior to issuing debt. That work has not been completed in time for the November 20<sup>th</sup> Council meeting. However, the Council must authorize by legislation any debt financing before it can be issued. Staff will provide all of the necessary details on projects proposed to be financed prior to requesting any Council action on debt issuance. The debt may also be phased with more defined projects such as the Totem Lake Connector financed first and other projects financed later in 2019. Finally, additional REET receipts and/or new impact fee revenues in 2018 and 2019 may also reduce the amount of debt necessary.

### **Summary/Next Steps**

The final adoption of the 2019-2024 CIP is scheduled for December 11, 2018. Council feedback on proposed changes will be incorporated and brought back at that time.

**TRANSPORTATION PROJECTS**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Sources							
										Current Revenue	Street Levy	Impact Fees	Walkable Kirkland	Reserve	Debt	External/ Pending Source	
STC 00600	Annual Street Preservation Program		1,166,000	796,000	1,750,000	1,750,000	1,750,000	1,750,000	8,962,000	8,962,000							
STC 00603	Street Levy Street Preservation		1,613,000	997,000	2,433,000	2,460,000	2,488,000	2,516,000	12,507,000		12,507,000						
STC 00604	Central Way Street Preservation		214,000						214,000	30,000						184,000	
STC 00605	Totem Lake Blvd Gateway & Roadway Repair	2,120,000	1,700,000	1,320,000					3,020,000							3,020,000	
STC 00606	6th Street South Street Preservation		1,000,000	1,200,000					2,200,000	832,000	1,368,000						
STC 00607	98th Avenue NE Street Preservation		320,000	1,702,000					2,022,000	584,000	807,000					631,000	
STC 05912	124th Ave NE Roadway Improvements (North Section) ROW		802,000	1,393,000					2,195,000	81,000		314,000				1,800,000	
STC 05913	124th Ave NE Roadway Improvements (North Section) Construction				760,000	3,455,000	1,185,000		5,400,000	493,000		1,015,000				3,892,000	
STC 08000	Annual Striping Program		500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	3,000,000							
STC 08313	100th Avenue NE Roadway Improvements (North Section)		2,500,000	1,036,000					3,536,000	10,000		100,000		100,000	1,256,000	2,070,000	
STC 08314	100th Ave NE Roadway Imps (Mid-North Section)		3,517,000	1,762,000					5,279,000	129,000		164,000		107,000	2,611,100	2,267,900	
STC 08900	Juanita Drive Intersection and Safety Improvements		3,300,000	2,000,000	1,300,000				6,600,000	824,000		456,000		20,000	5,300,000		
STC 99990	Regional Inter-Agency Coordination		82,000	82,000	82,000	82,000	82,000	82,000	492,000	410,000				82,000			
NMC 00610	Street Levy-Safe School Walk Routes				150,000	150,000	150,000	150,000	600,000		600,000						
NMC 00620	Street Levy-Pedestrian Safety		150,000	150,000	150,000	150,000	150,000	150,000	900,000		900,000						
NMC 00621	Neighborhood Safety Program Improvements	800,000	200,000	200,000					400,000				400,000				
NMC 01204	Central Way Crosswalk Upgrade		50,000	50,000					100,000	100,000							
NMC 05700	Annual Sidewalk Maintenance Program		200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	972,000				228,000			
NMC 05701	Grant Funded Sidewalk Maintenance Program		2,000,000						2,000,000							2,000,000	
NMC 07100	NE 132nd Street Sidewalk Improvement	300,000	250,000						250,000	50,000						200,000	
NMC 08100	CKC to Redmond Central Connector	1,500,000	1,239,000						1,239,000	239,000						1,000,000	
NMC 08610	NE 124th St/124th Ave NE Ped Bridge Design & Construction	11,810,000	5,593,100						5,593,100	1,050,000					4,543,100		
NMC 08700	Citywide School Walk Route Enhancements	3,133,200	1,270,000	400,000	300,000	300,000	300,000	300,000	2,870,000	640,000		870,000	130,000	680,000		550,000	
NMC 08710	North Kirkland/JFK School Walk Route Enhancments		450,000	500,000					950,000	14,600	300,000		100,000			535,400	
NMC 09010	Juanita Drive Multi-Modal (On-Street) Improvements			525,000					525,000	100,000		225,000		200,000			
NMC 09500	124th Avenue NE Sidewalk Improvements	1,680,000	400,000						400,000			400,000					
NMC 09800	Kirkland Ave Sidewalk Improvements					400,000	200,000		600,000	345,000		255,000					
NMC 10900	Citywide Trail Connections (Non-CKC)			275,000					275,000			275,000					
NMC 10902	Lake Front Promenade Design Study			75,000					75,000								
NMC 11010	Citywide Accessibility Improvements	100,000	100,000	100,000	100,000	100,000	100,000	100,000	600,000	400,000			100,000	100,000			
NMC 11300	Citywide Greenways Networks			250,000	250,000	250,000	250,000	250,000	1,250,000	350,000		625,000		275,000			
NMC 11302	Citywide Greenways Network Project-128th Avenue NE	400,000	400,000						400,000	80,000			70,000			250,000	
NMC 11500	CKC Emergent Projects Opportunity Fund	300,000	100,000						100,000	100,000							
NMC 12400	Totem Lake Public Improvements Phase II		7,500,000						7,500,000					1,485,000	6,015,000		
TRC 09300	NE 132nd St/Juanita H.S. Access Rd Intersection Improvements	1,260,000	400,000						400,000			400,000					
TRC 09400	NE 132nd St/108th Avenue NE Intersect'n Imp		500,000	720,000					1,220,000			61,000		659,000	500,000		
TRC 11600	Annual Signal Maintenance Program	450,000	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	744,000				456,000			
TRC 11700	Citywide Traffic Management Safety Improvements	300,000	100,000	100,000	100,000	100,000	100,000	100,000	600,000	300,000				300,000			
TRC 11702	Vision Zero Safety Improvement	200,000	50,000	50,000	50,000	50,000	50,000	50,000	300,000	200,000				100,000			
TRC 11703	Neighborhood Traffic Control	100,000	50,000	50,000		50,000		50,000	150,000	84,000				66,000			
TRC 11705	School Zone Beacon & Signage Improvements		50,000						50,000					50,000			
TRC 12000	Kirkland Intelligent Transportation System Phase 3	450,000	400,000	450,000	450,000	450,000	450,000	450,000	2,650,000	652,400		796,000		176,000		1,025,600	
TRC 12400	116th Avenue NE/NE 124th Street Intersection Improvements		800,000	700,000					1,500,000							1,500,000	
TRC 13500	100th Avenue NE/Simonds Road Intersection Imps		800,000	389,000					1,189,000	335,000		350,000				504,000	
TRC 13600	100th Avenue NE/145th Street Intersection Imps		836,000	390,000					1,226,000	327,000		386,000				513,000	
TRC 13700	Kirkland Avenue/Lake Street Intersection Improvements		480,000	1,073,000					1,553,000							1,553,000	
Total Funded Transportation Projects			24,903,200	41,232,100	19,635,000	8,775,000	10,647,000	8,155,000	6,848,000	95,292,100	22,513,000	16,482,000	6,692,000	800,000	5,084,000	20,225,200	23,495,900

Notes

*Italics = Modification in timing and/or cost (see Project Modification/Deletion Schedule for more detail)*

**Bold = New projects**

+ = Moved from unfunded status to funded status

" = Moved from funded status to unfunded status

# = Projects to be funded with development-related revenues

Unfunded Projects in the Capital Facilities Plan Years 7-20

Project Number	Project Title	Total
STC 06300	120th Avenue NE Roadway Improvements	4,500,000
STC 07200	NE 120th Street Roadway Improvements (West Section)	15,780,600
STC 07700	NE 132nd St Rdwy Imprv-Phase I (West Section)	1,739,000
STC 07800	NE 132nd St Rdwy Imprv-Phase II (Mid Section)	408,000
STC 07900	NE 132nd St Rdwy Imprv-Phase III (East Section)	1,444,000
STC 08100	Totem Lake Area Development Opportunity Program	500,000
STC 08315	100th Avenue NE Roadway Improvements (Mid-South Section)	5,530,000
STC 08316	100th Avenue NE Roadway Improvements (South Section)	3,619,000
STC 09400	Holmes Point Dr NE Road Embankment Stabilization Location 1	246,000
STC 09500	Holmes Point Dr NE Road Embankment Stabilization Location 2	412,000
STC 09600	Holmes Point Dr NE Road Embankment Stabilization Location 3	503,000
STC 09700	Holmes Point Dr NE Road Embankment Stabilization Location 4	551,000
STC 09800	Holmes Point Dr NE Road Embankment Stabilization Location 5	232,000
STC 09900	Champagne Pt Road NE Embankment Stabilization	563,000
STC 10000	62nd Ave NE Road Embankment Stabilization	823,000
STC 10100	114th Ave NE Road Reconstruction	1,900,000
STC 10200	90th Ave NE Road Surface Water Drainage Repair	420,000
NMC 01299	Crosswalk Upgrade Program	4,100,000
NMC 08630	CKC Roadway Crossings	3,370,100
NMC 09011	Juanita Drive Bicycle and Pedestrian Improvements	10,650,000
NMC 11100	108th Avenue NE Bicycle Lanes Upgrade	845,000
NMC 11399	Citywide Greenway Network	4,450,000
NMC 11700	On-Street Bicycle Network Phase I	1,120,000
NMC 88881	On-street Bicycle Network	3,280,000
NMC 99991	Sidewalk Completion Program	6,096,800
PTC 00200	Public Transit Speed and Reliability Improvements	500,000
PTC 00300	Public Transit Passenger Environment Improvements	500,000
PTC 00400	108th Avenue NE Transit Queue Jump - Phase I	4,875,000
PTC 00500	108th Avenue NE Transit Queue Jump - Phase II	5,640,000
TRC 09500	NE 132nd St/Fire Stn Access Dr Intersect'n Imp	480,000
TRC 09600	NE 132nd St/124th Ave NE Intersect'n Imp	7,400,000
TRC 09700	NE 132nd St/132nd Ave NE Intersect'n Imp	1,150,000
TRC 12500	Kirkland ITS Implementation Phase 4	2,620,000
TRC 12800	6th Street S/5th Place/CKC Transit Signal Priority	2,600,000
TRC 12900	NE 53rd Street Intersection Improvements	4,345,000
TRC 13000	NE 145th Street/Juanita-Woodinville Way Intersection Imps	2,100,000
TRC 13100	NE 80th Street/120th Avenue NE Intersection Improvements	1,700,000
TRC 13200	100th Avenue NE/132nd Street Intersection Improvements	1,647,000
TRC 13300	100th Avenue NE/Juanita-Woodinville Way Intersection Imps	2,161,000
TRC 13400	100th Avenue NE/137th Street Intersection Improvements	1,475,000
TRC 13800	NE 100th Street/132nd Ave NE Intersection Improvements	1,743,000
<b>Capacity Projects Subtotal</b>		<b>114,018,500</b>
STC 00600 ^	Annual Street Preservation Program	22,750,000
STC 00603 ^	Street Levy Street Preservation	31,107,000
STC 08000 ^	Annual Striping Program	500,000
STC 99990 ^	Regional Inter-Agency Coordination	820,000
NMC 00621 ^	Neighborhood Safety Program Improvements	3,000,000
NMC 05700 ^	Annual Sidewalk Maintenance Program	2,600,000
TRC 11600 ^	Annual Signal Maintenance Program	2,600,000
TRC 11700 ^	Citywide Traffic Management Safety Improvements	1,400,000
TRC 11702	Vision Zero Safety Improvement	650,000
TRC 11703	Neighborhood Traffic Control	325,000
<b>Non-Capacity Projects Subtotal</b>		<b>65,752,000</b>
<b>Total Transportation Master Plan Projects Yrs 7-20</b>		<b>179,770,500</b>

Unfunded Projects in the Capital Facilities Plan Years 7-20 and Transportation Improvement Plan

NMC 02412	Cross Kirkland Corridor Opportunity Fund	500,000
NMC 03100	Crestwoods Park/CKC Corridor Ped/Bike Facility	2,505,000
NMC08000	Juanita-Kingsgate Pedestrian Bridge at I-405	4,500,000
NMC 10600	Citywide CKC Connection	360,000
NMC10700	CKC to Downtown Surface Connection	2,000,000
<b>Capital Facilities Projects Not in TMP Subtotal</b>		<b>9,865,000</b>
<b>Total Capital Facilities Plan Projects Yrs 7-20</b>		<b>189,635,500</b>

Unfunded Transportation Improvement Plan/External Funding Candidates

Project Number	Project Title	Total
STC 05600	132nd Avenue NE Roadway Improvements	25,170,000
STC 06100	119th Avenue NE Roadway Extension	5,640,000
STC 06200	NE 130th Street Roadway Improvements	10,000,000
STC 06400	124th Avenue NE Roadway Extension	30,349,000
STC 07300	120th Avenue NE Roadway Extension	16,392,000
STC 08600	Finn Hill Emergency Vehicle Access Connection	900,000
NMC 03000	NE 90th Street/I-405 Pedestrian/Bicycle Overpass	3,740,700
NMC 03100	Crestwoods Park/CKC Corridor Ped/Bike Facility	2,505,000
NMC 03200	93rd Avenue Sidewalk	1,047,900
NMC 04300	NE 126th St Nonmotorized Facilities	4,277,200
NMC 04600	18th Avenue SW Sidewalk	2,255,000
NMC 05000	NE 80th Street Sidewalk	859,700
NMC 05400	13th Avenue Sidewalk	446,700
NMC 05500	122nd Ave NE Sidewalk	866,700
NMC 05800	111th Avenue Non-Motorized/Emergency Access Connection	2,000,000
NMC 06200	19th Avenue Sidewalk	814,200
NMC 07400	90th Ave NE Sidewalk	353,400
NMC 08000	Juanita-Kingsgate Pedestrian Bridge at I405	4,500,000
NMC 08600	Cross Kirkland Corridor Non-motorized Improvements	65,742,000
NMC 10600	Citywide CKC Connections	360,000
NMC 10700	CKC to Downtown Surface Connection	2,000,000
TRC 06700	Kirkland Way/CKC Bridge Abutment/Intersection Imprv	6,917,000
TRC 11400	Slater Avenue NE Traffic Calming - Phase I	247,000
TRC 11704	NE 68th Street Intersection Improvements/Access Management	4,375,000
TRC 12300	Slater Avenue NE (132nd Avenue NE)/NE 124th Street	2,124,000
<b>Subtotal Unfunded Transportation Improvement Plan/External Funding Candidates</b>		<b>193,882,500</b>
<b>Grand Total Unfunded Transportation Projects</b>		<b>383,518,000</b>

Notes

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**Bold = New projects**

+ = Moved from unfunded status to funded status

" = Moved from funded status to unfunded status

# = Projects to be funded with development-related revenues

^ = Future, unfunded portion of projects funded in years 1-6

~ = Annual Programs with Candidate projects

Potential Non-Motorized Projects Under Placeholders; Not Included in Totals

Project Number	Project Title	Total
<b>NMC 88881 On-Street Bicycle Network Candidate Projects:</b>		
NMC 00100	116th Ave NE (So. Sect.) Non-Motorz'd Facil-Phase II	3,378,000
NMC 03600	NE 100th Street Bike lane	1,644,300
<b>NMC 99991 Sidewalk Completion Program Candidate Projects:</b>		
NMC 02600	NE 90th Street Sidewalk (Phase II)	706,200
NMC 03700	130th Avenue NE Sidewalk	833,600
NMC 04500	NE 95th Street Sidewalk (Highlands)	571,500
NMC 04700	116th Avenue NE Sidewalk (South Rose Hill)	840,000
NMC 04800	NE 60th Street Sidewalk	500,000
NMC 04900	112th Ave NE Sidewalk	527,600
NMC 06100	NE 104th Street Sidewalk	1,085,000
NMC 06300	Kirkland Way Sidewalk	414,500
NMC 07200	NE 132nd Street Sidewalk at Finn Hill Middle School	840,000
NMC 07500	84th Ave NE Sidewalk	4,052,800
NMC 07600	NE 140th St Sidewalk - Muir Elem Walk Rt Enhanc. Phase 1	1,131,000
NMC 07700	NE 140th St Sidewalk - Keller Elem Walk Rt Enhanc. - N	1,185,000
NMC 07800	NE 140th St Sidewalk - Keller Elem Walk Rt Enhanc. - S	747,000
NMC 07900	NE 140th St Sidewalk - Muir Elem Walk Rt Enhanc. Phase 2	648,000
NMC 08800	NE 124th Street Sidewalk	376,000
NMC 09700	132nd NE Sidewalk	732,000
NMC 10100	7th Avenue Sidewalk	208,000
NMC 10200	NE 120th Street Sidewalk	548,000
NMC 10300	120th Avenue NE Sidewalk	556,000
NMC 10400	NE 122nd Place/NE 123rd Street Sidewalk	1,294,000
NMC 10500	120th Avenue NE Sidewalk	812,000

2019-2024 Preliminary Capital Improvement Program

**SURFACE WATER MANAGEMENT UTILITY PROJECTS**

Funded Projects:

Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source		
										Current Revenue	Reserve	External Source
SDC 04700	Annual Replacement of Aging/Failing Infrastructure		200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	1,200,000		
SDC 04900	Forbes Creek / 108th Avenue NE Fish Passage Improvements						595,100	728,000	1,323,100	1,323,100		
SDC 05300	Forbes Creek / Coors Pond Channel Grade Controls	260,200					440,000	600,000	1,040,000	1,040,000		
SDC 05400	Forbes Creek / Cross Kirkland Corridor Fish Passage Improvements			300,000	880,000	500,000			1,680,000	1,680,000		
SDC 06300	Everest Creek - Slater Avenue at Alexander Street						430,000	520,000	950,000	950,000		
SDC 07600	NE 141st Street / 111th Avenue NE Culvert Headwall Repair	941,500	610,000						610,000	610,000		
SDC 08100	Neighborhood Drainage Assistance Program (NDA)		50,000		50,000		50,000		150,000	100,000	50,000	
SDC 08400	Market Street Storm Main Rehabilitation	650,400	535,000						535,000	535,000		
SDC 08800	Comfort Inn Pond Modifications	1,470,100	81,300						81,300	81,300		
SDC 08900	NE 142nd Street Surface Water Drainage Improvements	194,000	50,000						50,000	50,000		
SDC 09000	Goat Hill Drainage Ditch Conveyance & Channel Stabilization				359,000	494,000			853,000	853,000		
SDC 09200	Juanita Creek Culvert at NE 137th Street	685,100			350,000	1,010,000	144,900		1,504,900	1,504,900		
SDC 09300	Pleasant Bay Apartments Line Replacement	322,000	355,000						355,000	355,000		
SDC 10000	Brookhaven Pond Modifications						410,000	290,000	700,000	700,000		
SDC 10500	Property Acquisition Opportunity Fund	150,000	50,000	50,000	50,000	50,000	50,000	50,000	300,000		300,000	
SDC 10700	132nd Square Park Surface Water Retrofit Facility	560,000	3,000,000	1,126,300					4,126,300			4,126,300
SDC 12100	Kirkland Advanced Mitigation Project			1,000,000	300,000				1,300,000	1,300,000		
SDC 12200	Totem Lake Regional Detention Phase I			260,000					260,000	260,000		
SDC 12300	Lake Street Stormwater Repair			160,000					160,000	160,000		
SDC 12411	Cedar Creek Fish Passage/Culvert Replacement (100th Ave NE)	300,000	84,700	2,115,300					2,200,000	284,700	1,915,300	
<b>Total Funded Surface Water Management Utility Projects</b>		<b>5,533,300</b>	<b>5,016,000</b>	<b>5,211,600</b>	<b>2,189,000</b>	<b>2,254,000</b>	<b>2,320,000</b>	<b>2,388,000</b>	<b>19,378,600</b>	<b>12,987,000</b>	<b>2,265,300</b>	<b>4,126,300</b>

Notes

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**Bold = New projects**

**SURFACE WATER MANAGEMENT UTILITY PROJECTS****Unfunded Projects:**

<b>Project Number</b>	<b>Project Title</b>	<b>Total</b>
<i>SDC 04500</i>	<i>Carillon Woods Erosion Control Measures</i>	<i>600,000</i>
<i>SDC 04610</i>	<i>Regional Detention in Forbes Creek Basin Phase I</i>	<i>2,000,000</i>
<i>SDC 04699</i>	<i>Regional Detention in Forbes and Juanita Creek Basins</i>	<i>8,600,000</i>
<i>SDC 05100</i>	<i>Forbes Creek/King County Metro Access Road Culvert Enhancement</i>	<i>1,400,000</i>
<i>SDC 06100</i>	<i>Everest Park Stream Channel/Riparian Enhancements</i>	<i>1,200,000</i>
<i>SDC 08501</i>	<i>Cross Kirkland Corridor Water Quality Retrofit</i>	<i>1,000,000</i>
<i>SDC 09400 "</i>	<i>NE 114th Place Stormline Replacement</i>	<i>405,000</i>
<i>SDC 09700 "</i>	<i>Champagne Creek Stabilization</i>	<i>890,000</i>
<i>SDC 10100</i>	<i>Holmes Point Pipe Replacement at Champagne Creek Basin</i>	<i>260,000</i>
<i>SDC 10200</i>	<i>Juanita Drive Culvert Replacement</i>	<i>750,000</i>
<i>SDC 10300</i>	<i>Lakeview Drive Conveyance Modification</i>	<i>2,800,000</i>
<b>SDC 11200</b>	<b>112th Avenue NE Pipe Repair</b>	<b>60,000</b>
<b>SDC 11300</b>	<b>113th Avenue NE Pipe Repair</b>	<b>120,000</b>
<b>SDC 11400</b>	<b>124th Avenue NE Pipe Repair</b>	<b>160,000</b>
<b>SDC 11500</b>	<b>Weaver's Pond Pipe Replacement</b>	<b>180,000</b>
<b>SDC 11600</b>	<b>NE 140th Street Pipe Replacement</b>	<b>100,000</b>
<b>SDC 11700</b>	<b>111th Avenue NE Pipe Repair</b>	<b>400,000</b>
<b>SDC 11800</b>	<b>Champagne Point Drive NE Pipe Repair</b>	<b>270,000</b>
<b>SDC 11900</b>	<b>NE 58th Street Pipe Repair</b>	<b>280,000</b>
<b>SDC 12000</b>	<b>Kingsgate Park Pipe Outfall Improvements</b>	<b>80,000</b>
<b>Total Unfunded Surface Water Management Utility Projects</b>		<b>21,555,000</b>
<b><i>Funding Available from Annual Programs for Candidate Projects</i></b>		<b><i>1,200,000</i></b>
<b>Net Unfunded Surface Water Management Utility Projects</b>		<b>20,355,000</b>

Notes

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**City of Kirkland**  
**2019-2024 Preliminary Capital Improvement Program**

Attachment A

**WATER/SEWER UTILITY PROJECTS**

Funded Projects:

Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source		
										Current Revenue	Reserve	External Source
WAC 05200 +	108th Avenue NE Watermain Replacement			970,400	809,600				1,780,000	1,780,000		
WAC 10200	104th Avenue NE Watermain Replacement		563,000						563,000	563,000		
WAC 12900	South Reservoir Seismic & Recoating Construction				2,363,500	1,636,500			4,000,000	2,120,000		1,880,000
<b>WAC 12910</b>	<b>South Reservoir Seismic &amp; Recoating Pre-Design</b>		<b>50,000</b>						<b>50,000</b>	<b>27,000</b>		<b>23,000</b>
WAC 13300 +	Kirkland Avenue Watermain Replacement		1,500,000						1,500,000	1,500,000		
WAC 13400	5th Avenue S / 8th Street S Watermain Replacement				1,061,000	689,000			1,750,000	1,290,400	459,600	
WAC 15300	3rd Street Watermain Improvement	757,000	118,000						118,000	118,000		
WAC 15700	8th Avenue W Watermain Improvement				891,900	234,100			1,126,000	655,900	470,100	
WAC 15800	NE 112th Street Watermain Improvement	365,000	168,000						168,000	168,000		
WAC 15900	NE 113th Place Watermain Improvement	373,000	172,000						172,000	172,000		
WAC 16000	126th Avenue NE Watermain Improvement						700,000	800,000	1,500,000	1,500,000		
<b>WAC 16400</b>	<b>NE 116th Place Watermain Replacement</b>				<b>190,000</b>				<b>190,000</b>	<b>139,700</b>	<b>50,300</b>	
<b>WAC 16700</b>	<b>11th Avenue Watermain Replacement</b>				<b>420,000</b>				<b>420,000</b>		<b>420,000</b>	
<b>WAC 16800</b>	<b>11th Place Watermain Replacement</b>				<b>605,000</b>				<b>605,000</b>	<b>605,000</b>		
WAC 88880	Annual Watermain Replacement Program							269,700	269,700	269,700		
WAC 99990	Annual Water Pump Station/System Upgrade Program							269,800	269,800	269,800		
SSC 05200	108th Avenue NE Sewermain Replacement	711,400	1,394,000	4,835,600					6,229,600	5,129,600	1,100,000	
SSC 06200	NE 108th Street Sewermain Replacement					1,403,400	4,042,800	1,831,100	7,277,300	5,877,300	1,400,000	
SSC 07200	Kirkland Avenue Sewermain Replacement	285,000	2,015,000						2,015,000	2,015,000		
SSC 07710	West of Market Sewermain Replacement Phase I				2,200,000	3,000,000	2,500,000	2,500,000	10,200,000	10,200,000		
SSC 88880	Annual Sanitary Pipeline Replacement Program						302,600	522,200	824,800	824,800		
SSC 99990	Annual Sanitary Pump Station/System Upgrade Program						302,600	522,200	824,800	824,800		
<b>Total Funded Water/Sewer Utility Projects</b>		<b>2,491,400</b>	<b>5,980,000</b>	<b>5,806,000</b>	<b>8,541,000</b>	<b>6,963,000</b>	<b>7,848,000</b>	<b>6,715,000</b>	<b>41,853,000</b>	<b>36,050,000</b>	<b>3,900,000</b>	<b>1,903,000</b>

Notes

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**Bold = New projects**

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**Unfunded Projects:**

<b>Project Number</b>	<b>Project Title</b>	<b>Total</b>
WAC 05700	116th Avenue NE Watermain Replacement	2,869,000
WAC 06700	North Reservoir Pump Replacement	644,000
WAC 09600	NE 83rd Street Watermain Replacement	477,000
WAC 09800	126th Ave NE/NE 83rd & 84th St/128th Ave NE Watermain Replacement	1,261,000
WAC 10300	NE 113th Place/106th Ave NE Watermain Replacement	885,000
WAC 10400	111th Ave NE/NE 62nd St-NE 64th St Watermain Replacement	1,571,000
WAC 10800	109th Ave NE/NE 58th St Watermain Replacement	532,000
WAC 10900	112th Ave NE Watermain Replacement	1,242,000
WAC 11100	NE 45th St And 110th/111th Ave NE Watermain Replacement	1,371,000
WAC 11300	116th Ave NE/NE 70th-NE 80th St Watermain Replacement	2,336,000
WAC 11800	112th-114th Avenue NE/NE 67th-68th Street Watermain Replacement	3,531,000
WAC 11900	109th Ave NE/111th Way NE Watermain Replacement	2,421,000
WAC 12000	111th Avenue Watermain Replacement	195,000
WAC 12200	116th Avenue NE/NE 100th Street Watermain Replacement	1,584,000
WAC 12300	NE 91st Street Watermain Replacement	479,000
WAC 12400	NE 97th Street Watermain Replacement	722,000
WAC 12600	North Reservoir Outlet Meter Addition	80,000
WAC 12700	650 Booster Pump Station	1,686,000
WAC 12800	106th Ave NE-110th Ave NE/NE 116th St-NE 120th St Watermain Replacement	2,422,000
WAC 13000	11th Place Watermain Replacement	359,000
WAC 13100	Supply Station #1 Improvements	68,000
WAC 13200	7th Avenue/Central Avenue Watermain Replacement	955,000
WAC 13500	NE 75th Street Watermain Replacement	750,000
WAC 13600	NE 74th Street Watermain Replacement	206,000
WAC 13700	NE 73rd Street Watermain Replacement	696,000
WAC 13800	NE 72nd St/130th Ave NE Watermain Replacement	1,553,000
WAC 14500	6th Street South Watermain Replacement	618,000
WAC 14600	6th Street/Kirkland Way Watermain Replacement	731,000
WAC 14700	106th Avenue NE Watermain Replacement	697,000
WAC 14900	Lake Washington Blvd Watermain Replacement	690,000
WAC 16500	3rd Street Watermain Replacement - Phase 2	541,000
SSC 06800	124th Avenue NE Sewermain Replacement	1,384,000
SSC 07799	West Of Market Sewermain Replacement Phase 2	10,861,000
SSC 08000	20th Avenue Sewermain Replacement	855,000
SSC 08300	111th Avenue NE Sewer Main Rehabilitation	764,000
SSC 08400	Reclaimed Water (Purple Pipe) Opportunity Fund	5,252,000
<b>Subtotal Unfunded Water/Sewer Utility Projects</b>		<b>53,288,000</b>
<b>Funding Available from Annual Programs for Candidate Projects</b>		<b>2,189,100</b>
<b>Net Unfunded Water/Sewer Utility Projects</b>		<b>51,098,900</b>

Notes

*Italics = Modification in timing and/or cost*



## 2019-2024 Preliminary Capital Improvement Program

### PARK PROJECTS

#### Funded Projects:

Project Number	Project Title	Prior Year Funding	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source						
										Current Revenue					External Sources	Reserves
										Real Estate Excise Tax	Kirkland Parks Levy	Parks Fac. Sinking Fund	Impact Fees	King County Parks Levy		
PKC 04900	Open Space, Park Land & Trail Acq Grant Match Program		100,000						100,000							100,000
PKC 06600	Parks, Play Areas & Accessibility Enhancements		250,000	250,000	150,000	150,000	150,000	150,000	1,100,000		1,100,000					
PKC 08711	Waverly Beach Park Renovation Phase II		515,000						515,000		515,000					
PKC 12100	Green Kirkland Forest Restoration Program		100,000	100,000	100,000	100,000	100,000	100,000	600,000		600,000					
PKC 13310	Dock & Shoreline Renovations				300,000	300,000	300,000	300,000	1,200,000					1,200,000		
PKC 13330	Neighborhood Park Land Acquisition		918,000	300,000	1,050,000	1,150,000	1,000,000	1,000,000	5,418,000	803,000			4,315,000	300,000		
PKC 13400 +	132nd Square Park Playfields Renovation		635,000	1,549,000					2,184,000	185,000	473,000		1,026,000			500,000
PKC 13420	<b>132nd Square Park Master Plan</b>		<b>135,000</b>						<b>135,000</b>		<b>135,000</b>					
PKC 13902	Totem Lake Park Development - Expanded Phase I	3,050,000	4,435,200	724,000					5,159,200				3,500,000		325,000	1,334,200
PKC 14200 +	Doris Cooper Houghton Beach Park Restroom Replacement			85,000					85,000	85,000						
PKC 14700	Parks Maintenance Center	8,150,000	1,500,000						1,500,000							1,500,000
PKC 15100	Park Facilities Life Cycle Projects		162,000	151,000	162,000	169,000	146,000	160,000	950,000			950,000				
PKC 15400	Indoor Recreation & Aquatic Facility Study				<b>160,000</b>				<b>160,000</b>	<b>160,000</b>						
PKC 15500	Finn Hill Neighborhood Green Loop Trail Master Plan					160,000			160,000	160,000						
PKC 15600	Park Restrooms Renovation/Replacement Program						1,583,000		1,583,000	833,000			750,000			
PKC 15700	Neighborhood Park Development Program							1,583,000	1,583,000	833,000			750,000			
<b>Total Funded Park Projects</b>		<b>11,200,000</b>	<b>8,750,200</b>	<b>3,159,000</b>	<b>1,922,000</b>	<b>2,029,000</b>	<b>3,279,000</b>	<b>3,293,000</b>	<b>22,432,200</b>	<b>3,059,000</b>	<b>2,823,000</b>	<b>950,000</b>	<b>10,341,000</b>	<b>1,500,000</b>	<b>325,000</b>	<b>3,434,200</b>

#### Notes

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**Bold = New projects**

+ = Moved from unfunded status to funded status

**Unfunded Projects:**

<b>Project Number</b>	<b>Project Title</b>	<b>Total</b>
PKC 05610	<i>Forbes Lake Park Trail Improvements Phase II</i>	6,000,000
PKC 09510	<i>Heritage Park Development - Phase III &amp; IV</i>	4,000,000
PKC 09700	<i>Reservoir Park Renovation Plan</i>	50,000
PKC 10800	McAuliffe Park Development	7,000,000
PKC 11300	<i>Spinney Homestead Park Renovation Plan</i>	60,000
PKC 11400	<i>Mark Twain Park Renovation Plan</i>	75,000
PKC 11500	<i>Terrace Park Renovation Plan</i>	60,000
PKC 11600	<i>Lee Johnson Field Artificial Turf Installation</i>	5,000,000
PKC11902	<i>Juanita Beach Park Development Phase II</i>	10,000,000
PKC12210	<i>Community Recreation Facility Construction</i>	75,000,000
PKC 12400	<i>Snyder's Corner Park Site Master Plan</i>	100,000
PKC 12600	<i>Watershed Park Master Plan</i>	100,000
PKC 12700	<i>Kiwanis Park Master Plan</i>	75,000
PKC 12800	<i>Yarrow Bay Wetlands Master Plan</i>	200,000
PKC 12900	<i>Heronfield Wetlands Master Planning &amp; Development</i>	125,000
PKC 13100	<i>Park &amp; Open Space Acquisition Program</i>	10,000,000
PKC 13310	<i>Dock &amp; Shoreline Renovations</i>	3,000,000
PKC 13510	<i>Juanita Heights Park Master Plan</i>	150,000
PKC 13600	<i>Kingsgate Park Master Planning and Park Development</i>	150,000
PKC 13800 "	<i>Everest Park Restroom/Storage Building Replacement</i>	1,800,000
PKC 13903	<i>Totem Lake Park Development Phase II</i>	4,000,000
PKC 13904	<i>Totem Lake Park Development Phase III</i>	3,000,000
PKC 14100	<i>South Norway Hill Park Site Master Plan</i>	150,000
PKC 14300	<i>Marsh Park Restroom Replacement</i>	85,000
PKC 14400	<i>Cedar View Park Improvement Plan</i>	50,000
PKC 14500	<i>Environmental Education Center</i>	200,000
PKC 14800	<i>Forbes House Renovation &amp; Historic Preservation Plan</i>	50,000
PKC 14900	Taylor Playfields-Former Houghton Landfill Site Master Plan	300,000
PKC 15000	<i>North Kirkland Community Center Renovation &amp; Expansion Plan</i>	75,000
PKC 15300	<b>Synthetic Turf Playfields Master Plan</b>	<b>135,000</b>
<b>Total Unfunded Parks Projects</b>		<b>130,990,000</b>

Notes

*Italics = Modification in timing and/or cost*

" = Moved from funded status to unfunded status

~ = Partially funded project

## 2019-2024 Preliminary Capital Improvement Program

### PUBLIC SAFETY PROJECTS

#### Funded Projects:

Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source		
										Reserve	Debt	External Source
FIRE												
PSC 06200	Defibrillator Unit Replacement	120,000		143,100					143,100	143,100		
PSC 06300	Air Fill Station Replacement							86,200	86,200	86,200		
PSC 06600	Thermal Imaging Cameras		93,400						93,400	93,400		
PSC 07100	Self Contained Breathing Apparatus (SCBA)		135,400				767,100	115,100	1,017,600	1,017,600		
PSC 07600	Personal Protective Equipment		614,500	6,700	6,800	6,900	7,100	678,500	1,320,500	1,320,500		
PSC 08000	Emergency Generators			60,000		60,000			120,000	120,000		
PSC 08100	Fire Station 26 Training Prop		290,000						290,000	290,000		
PSC 20000	Fire Equipment Replacement		31,700	8,000	43,000	8,300	28,600	27,000	146,600	146,600		
POLICE												
PSC 10000	Police Equipment Replacement		111,600	175,900	116,800	104,500	91,800	101,100	701,700	701,700		
FACILITIES												
PSC 30022	Fire Station 24 Replacement	10,133,300	4,500,000						4,500,000	4,500,000		
PSC 30030+	Fire Station 27 Land Acquisition		1,300,000						1,300,000	1,300,000		
Total Funded Public Safety Projects		10,253,300	7,076,600	393,700	166,600	179,700	894,600	1,007,900	9,719,100	9,719,100	-	-

#### Notes

*Italics = Modification in timing and/or cost (see Project Modification/Deletion Schedule for more detail)*

**Bold = New projects**

+ = Moved from unfunded status to funded status

**Public Safety Unfunded Projects:**

Attachment A

<b>Project Number</b>	<b>Project Title</b>	<b>Total</b>
<b>FIRE</b>		
PSC 06800	Local Emergency/Public Communication AM Radio	119,100
<b>POLICE</b>		
PSC 12000	Police Strategic Plan Implementation	250,000
<b>FACILITIES</b>		
PSC 30030	Fire Station 27 Land Acquisition	4,700,000
PSC 30040	Fire Station 21 Expansion & Remodel	4,562,000
PSC 30050	Fire Station 22 Expansion & Remodel	7,452,000
PSC 30060	Fire Station 26 Expansion & Remodel	8,040,000
PSC 30070	Fire Station 27 Replacement	15,100,000
<b>Total Unfunded Public Safety Projects</b>		<b>40,223,100</b>

Notes

*Italics = Modification in timing and/or cost (see Project Modification/Deletion Schedule for more detail)*

" = Moved from funded status to unfunded status

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**City of Kirkland**  
**2019-2024 Preliminary Capital Improvement Program**

Attachment A

**GENERAL GOVERNMENT PROJECTS - Technology**

**Funded Projects:**

Project Number	Project Title	Prior Year Funding	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source	
										Reserves	Utility Funds
<i>ITC 01003+</i>	<i>Police Evidence System Replacement</i>		<i>162,000</i>						<i>162,000</i>	<i>162,000</i>	-
<i>ITC 10000</i>	<i>Network Server Replacements</i>						<i>250,000</i>		<i>250,000</i>	<i>250,000</i>	-
ITC 11000	Network Infrastructure		114,000	1,006,600	49,100	117,900	83,000	202,800	1,573,400	1,573,400	-
<i>ITC 12000</i>	<i>Cloud Computing Services for Servers &amp; Storage</i>		<i>581,700</i>	<i>330,700</i>	<i>330,700</i>	<i>330,700</i>	<i>330,700</i>	<i>330,700</i>	<i>2,235,200</i>	<i>1,725,200</i>	<i>510,000</i>
<i>ITC 13000</i>	<i>Network Phone Systems</i>		<i>125,300</i>	<i>95,300</i>	<i>95,300</i>	<i>95,300</i>	<i>95,300</i>	<i>95,300</i>	<i>601,800</i>	<i>601,800</i>	-
ITC 14000	Network Security		75,000	30,000	30,000	75,000	30,000	30,000	270,000	270,000	-
ITC 20000	Geographic Information Systems		285,000	285,000	285,000	285,000	285,000	285,000	1,710,000	684,000	1,026,000
<i>ITC 50000</i>	<i>Copier Replacements</i>		<i>34,000</i>	<i>34,600</i>	<i>36,000</i>	<i>55,900</i>	<i>29,000</i>		<i>189,500</i>	<i>189,500</i>	-
<b>Total Funded General Government Projects - Technology</b>			<b>1,377,000</b>	<b>1,782,200</b>	<b>826,100</b>	<b>959,800</b>	<b>1,103,000</b>	<b>943,800</b>	<b>6,991,900</b>	<b>5,455,900</b>	<b>1,536,000</b>

Notes

*Italics = Modification in timing and/or cost (see Project Modification/Deletion Schedule for more detail)*

**Bold = New projects**

**Technology Unfunded Projects:**

Attachment A

Project Number	Project Title	Total
ITC 00201	GIS Community Information Portal	100,000
<b>ITC 00304</b>	<b>New City Website &amp; Platform</b>	<b>200,000</b>
<b>ITC 00305</b>	<b>"Explore Kirkland" Redesign</b>	<b>75,000</b>
<b>ITC 00403</b>	<b>Tyler Content Management in EnerGov Implementation</b>	<b>21,000</b>
<b>ITC 00603</b>	<b>Information Technology Internal Process Improvement</b>	<b>251,200</b>
ITC 00701	Fleet Management Systems Replacement	110,000
<b>ITC 00906</b>	<b>Television Media Equipment Upgrade</b>	<b>210,000</b>
<b>ITC 01001</b>	<b>CodeSmart Court Applications Replacement Evaluation</b>	<b>13,600</b>
<b>ITC 01002</b>	<b>License Plate Reader for Patrol Cars</b>	<b>120,000</b>
<b>ITC 01101</b>	<b>WiFi in the Parks Expansion</b>	<b>400,000</b>
<b>ITC 01301</b>	<b>Parking Improvement Solutions Support</b>	<b>75,000</b>
<b>ITC 01401</b>	<b>New Technology Pilot Programs</b>	<b>78,800</b>
<b>ITC 01501</b>	<b>Enterprise Analytics</b>	<b>977,400</b>
<b>Total Unfunded General Government Projects - Technology</b>		<b>2,632,000</b>

Notes*Italics = Modification in timing and/or cost***Bold= New projects**

## 2019-2024 Preliminary Capital Improvement Program

### GENERAL GOVERNMENT PROJECTS - Facilities

#### Funded Projects:

Facilities Sinking Fund													
Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source			
										Current Revenue	Reserve	Debt	External Source
GGC 00800	Electrical, Energy Management & Lighting Systems		17,800		27,200	96,400	28,400	152,600	322,400		322,400		
GGC 00900	Mechanical/HVAC Systems Replacements		361,700	88,100	14,600	12,000	106,800	239,400	822,600		822,600		
GGC 01000	Painting, Ceilings, Partition & Window Replacements		121,900	210,800	59,900	13,500	151,500	511,500	1,069,100		1,069,100		
GGC 01100	Roofing, Gutter, Siding and Deck Replacements			55,000	5,100		37,100	20,200	117,400				
GGC 01200	Flooring Replacements		37,100	167,600	172,500	28,400	22,700	157,900	586,200		586,200		
Subtotal Funded General Government Projects - Facilities Sinking Fund			-	538,500	521,500	279,300	150,300	346,500	1,081,600	2,917,700	-	2,917,700	-

Other Projects													
Project Number	Project Title	Prior Year(s)	2019	2020	2021	2022	2023	2024	2019-2024 Total	Funding Source			
										Current	Reserve	Debt	External
GGC 03704	Public Works Maintenance Center Tenant Improvements		250,000	-					250,000		250,000		
GGC 03801	Municipal Garage Repairs		275,000	-					275,000		275,000		
GGC 03900	City Hall Annex HVAC Installation		220,000	-					220,000		220,000		
Subtotal Funded General Government - Other Projects			-	745,000	-	-	-	-	745,000	-	745,000	-	-

Total Funded General Government Projects - Facilities		-	1,283,500	521,500	279,300	150,300	346,500	1,081,600	3,662,700	-	3,662,700	-	-
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**CITY OF KIRKLAND****Department of Parks & Community Services**123 5<sup>th</sup> Avenue, Kirkland, WA 98033 425.587.3300[www.kirklandwa.gov](http://www.kirklandwa.gov)

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**To:** Kurt Triplett, City Manager

**From:** Lynn Zwaagstra, Director  
John Lloyd, Deputy Director  
Mary Gardocki, Parks Planning and Development Manager  
Anneke Davis, P.E., Public Works Senior Capital Projects Coordinator

**Date:** November 6, 2018

**Subject:** JUANITA BEACH BATHHOUSE REPLACEMENT PROJECT – PLAYGROUND OPTION

**RECOMMENDATION**

City Council receives a project update and a cost estimate to include a playground replacement and a rubber safety surface within the proposed project; City Council to provide direction to staff on the inclusion of the playground and surface in the project's final bid documents.

**BACKGROUND**

The Department of Parks and Community Services (PCS) is replacing the bathhouse at Juanita Beach Park, consistent with the park's approved master plan. A budget of \$1.2 million was established for the project in 2012 and the project was identified for funding by the voter-approved Kirkland Parks Levy.

The existing 3,500 square feet facility was built in 1965 and has far exceeded its useful lifespan. The building provides restroom, maintenance, storage, and concession spaces. The park's master plan calls for the existing facility to be removed and a new bathhouse constructed nearby. In addition to the new bathhouse building, the project scope includes relocation of the park's existing playground equipment and construction of two proposed picnic pavilions.

During initial site investigation and analysis for the project a new wetland was discovered near the proposed bathhouse location. The wetland is small and of the lowest quality and located in active space within the park. Once this wetland was identified, staff worked with regulatory agencies and the project design team to develop a mitigation plan that included off-site mitigation work at nearby Juanita Bay Park. This plan and a request for supplemental project funding was reviewed and approved by the City Council in February 2017 in order to preserve the lawn for active use. Supplemental funding was authorized from REET 1 Reserves in the amount of \$715,000 to fund design, permitting, and mitigation project costs related to the discovered wetland.

Following this wetland discovery and funding adjustment, the project moved forward in design. The construction cost estimate at the 30% design milestone exceeded the construction funding of the project. After analysis of the estimate increase, including a value engineering workshop, option analysis, and further work with permitting agencies on mitigation and surface water requirements, the construction cost estimate was reduced, but still necessitated additional funding. Supplemental funding was authorized in the amount of \$1,000,000 to fund the anticipated funding shortfall.



These adjustments brought the total project budget to \$2.915 million.

In December 2017, the City of Kirkland Public Works Department, on behalf of PCS, applied for three separate shoreline variances as part of the Shoreline Substantial Development Permit (SDP), for this project.

The proposal included extensive wetland restoration and wetland enhancements on and offsite. The variances were presented to the Hearing Examiner on May 30, 2018; the hearing was continued and resumed presentation on June 21, 2018. The City's proposal was denied by the Hearing Examiner following the June 21, 2018 hearing. The City appealed the Hearing Examiner's decision to the Shoreline Hearing Board. The Shoreline Hearings Board dismissed the appeal on September 20, 2018. As a result of this decision, staff received direction from Council to make significant changes to the design and apply again for the SDP.

#### *Current Project Status*

The project has completed 100% design and has completed all building permit requirements, with the exception of the SDP. The 100% architect's estimate is in progress and expected any day. Staff are working with the project's design team on an amendment in support of the second SDP application and the design revisions required.

#### *Playground*

Over the past year, a group of community members expressed interest in raising the funds needed to replace the playground equipment, rather than reuse the existing equipment. The group, "The Friends of Juanita Beach Park," worked with PlayCreation, a regional playground vendor, to develop the design for the proposed playground. Fundraising proved challenging, especially with the project's delays and timing uncertainties. Their efforts, however, did result in a preliminary design and is in **Attachment A**.

However, the group has indicated it would not likely be able to raise sufficient funds and would look to the City to potentially fill the gap. One important consideration if the City were to fund the project is that it was not developed through a traditional City public process as the expectation was that it would be paid for by donated funds. If the City pays for it instead, some community members may ask for a more formal public check-in.

During the time required to submit a new application, there is available time to examine the inclusion of playground equipment with rubber safety surface within the project's plans and specifications. The current budget for the project does not include the funding needed to replace the playground. Rather, the plan was to re-use the existing equipment.

One concern about a new playground with impervious surface was whether that would trigger any new permit requirements. The good news is that the project's surface water Technical Information Report (TIR) considered the proposed playground surface (wood chips with an underdrain) to be an impervious surface. Therefore, the proposed change of surface from wood chips to a rubber surface will not "re-open" the TIR; a brief memo informing the permit reviewers of the changed surface will suffice. (Proposed changes to the design for the second SDP application will also not affect the TIR.)

#### *Budget Update*

The results of the hearing examiner decision has put the project's budget in jeopardy. While the project does not need additional funds now, there is a high probability that it will during construction. The project lacks sufficient construction contingency (based on the construction cost estimate at 60%).

Since the last Council update, there have been several updates to the project's spending plan, which are summarized below and can be seen in **Attachment B**

Amendment 5 (totaling \$36,000) consists of:

- Council-directed changes to the pavilion design, and
- Environmental consultant costs related to the original SDP application – including coordination with Department of Ecology and comments from Watershed Company, and
- TIR submittal (not a part of the original contract).

Costs (totaling \$125,000) directly attributable to the hearing examiner decision:

- Environmental consultant support during appeal process, and
- Consultant costs for Re-Design and Second SDP Submittal, and
- Additional in-house project management time (at 25 – 30 hours per month through project completion.)

Unknown at this time is the Architect's Estimate based on the 100% design.

These spending updates have decreased the available construction contingency to \$62,000 which is less than 3% of the anticipated construction cost estimate. This leaves very little room for any variance in the bid price or for unexpected change orders. A 10% construction contingency from the bid price is the minimum recommended amount, \$220,000 on this project. Therefore, the project is currently projected to be underfunded by approximately \$160,000.

#### *Playground Cost Estimate*

Below is a cost estimate for all design, labor, material, and contingency to include the playground with rubber surfacing into the project's plans and specifications.

Plans and Specifications	\$10,000
Playground Equipment	\$110,000
Playground Equipment Installation	\$40,000
Rubber/Synthetic Safety Surface	\$113,000
GC Markup @ 7%	\$18,410
<i>Subtotal</i>	<i>\$291,410</i>
Sales Tax (Mat. & Install)	\$28,141
Contingency @ 10%	\$29,141
Project Management @ 8 hrs/mo	\$18,000
<b>TOTAL ADDITIONAL FUNDING</b>	<b>\$366,692</b>

Including the proposed playground equipment and rubber surface within the Juanita Beach Bathhouse Project could increase the project's anticipated underfunded portion from \$160,000 to **\$526,692**.

This amount would be offset by any funds raised by the community. Some options for Council consideration are included on the next page.

POTENTIAL COUNCIL OPTIONS

- 1) Stay with original plan that was in the initial budget. This plan re-installs the existing equipment.
- 2) Accept the proposed new playground equipment from Friends of Juanita Beach and install the new equipment in lieu of the current existing equipment. City funds any revenue gap.
- 3) Integrate the playground design proposed by Friends of Juanita Beach. This will result in a cost increase as identified above in the cost estimate. City funds any revenue gap.
- 4) Re-install existing equipment, but include the infrastructure necessary for a new playground. Then some period after re-installation, begin a full public process to update the playground equipment and safety surface to a more inclusive standard. Budget for the new playground as part of the next budget and CIP cycle in 2021-2022.

**Attachment A:** Playground Option by Friends of Juanita Beach

**Attachment B:** Juanita Beach Bathhouse Replacement Project – Budget Update





# JUANITA BEACH PARK PLAYGROUND

PLAY CREATION | *sun*  
landscape  
structures





# JUANITA BEACH PARK PLAYGROUND

PLAY CREATION    
landscape  
structures





## CPK 0119 100 - Juanita Beach Bathhouse Replacement Project

	CIP BUDGET 2017-2022 CIP
<b>FUNDING</b>	
	\$ 1,915,000
	\$ 1,000,000
Pavillion Only (Donation)	\$ 60,933
<b>TOTAL FUNDING:</b>	<b>\$ 2,975,933</b>

Updated 11/16/2018

	SPENDING PLAN	SPENT FUNDS	REMAINING FUNDS	COMMITTED/ PROJECTED	ESTIMATE AT COMPLETE	NOTES
<b>EXPENSES</b>						
<b>IN HOUSE</b>	\$ 170,000.00	\$ 103,688.47	\$ 66,311.53	\$ 66,311.53	\$ -	
In House	\$ 170,000.00	\$ 103,688.47	\$ 66,311.53	\$ 66,311.53	\$ -	Assumes ~25-30 hours per month with construction ending May 2020 (Add'l \$50K)
<b>PROFESSIONAL SERVICES</b>	\$ 446,006.22	\$ 240,721.86	\$ 168,985.86	\$ 168,985.86	\$ -	
Architect - Design and SDC	\$ 299,533.22	\$ 233,277.38	\$ 66,255.84	\$ 66,255.84	\$ -	
Amend 5	\$ 36,298.50					TIR, Pavilion Revisions, SDP Variances
Appeal Support	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	Shannon and Wilson support during Appeal Process
SDP Resubmittal	\$ 63,174.50	\$ -	\$ 63,174.50	\$ 63,174.50	\$ -	Consultant Costs for Re-Design Associated with Second SDP Submittal
Other Expenses	\$ 15,000.00	\$ 7,444.48	\$ 7,555.52	\$ 7,555.52	\$ -	
Special Inspections	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	
<b>PERMITTING</b>	\$ 57,600.00	\$ 29,473.51	\$ 28,126.49	\$ 28,126.49	\$ -	
<b>FFE</b>	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	
<b>CONSTRUCTION</b>	\$ 2,292,326.64	\$ 2,915.00	\$ 2,289,411.64	\$ 2,445,735.00	\$ (156,323.36)	
Estimate	\$ 2,050,000.00	\$ -	\$ 2,050,000.00	\$ 2,050,000.00	\$ -	Awaiting Revised 100% Architect's Estimate
Mitigation	\$ 135,000.00	\$ -	\$ 135,000.00	\$ 135,000.00	\$ -	Awaiting Revised 100% Architect's Estimate
Monitoring	\$ 16,000.00	\$ -	\$ 16,000.00	\$ 16,000.00	\$ -	
Art	\$ 29,150.00	\$ 2,915.00	\$ 26,235.00	\$ 26,235.00	\$ -	
Contingency	\$ 62,176.64	\$ -	\$ 62,176.64	\$ 218,500.00	\$ (156,323.36)	Contingency is insufficient for Construction
<b>TOTAL</b>	<b>\$ 2,975,933</b>	<b>\$ 376,798.84</b>	<b>\$ 2,562,835.52</b>	<b>\$ 2,719,158.88</b>	<b>\$ (156,323.36)</b>	Projected Project Deficit at this time



**CITY OF KIRKLAND**  
Planning and Building Department  
123 5th Avenue, Kirkland, WA 98033  
425.587.3600- [www.kirklandwa.gov](http://www.kirklandwa.gov)

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Janice Coogan, Senior Planner  
Joan Lieberman-Brill, AICP, Senior Planner  
Adam Weinstein, AICP, Deputy Planning Director

**Date:** November 8, 2018

**Subject:** Planning Commission and Houghton Community Council Recommendation on Rose Hill and Bridle Trails Neighborhood Plans – File Number CAM18-00082 #12

### Recommendation

Staff recommends that the City Council review and provide direction on the recommendations from the Planning Commission and Houghton Community Council on the draft Rose Hill and Bridle Trails Neighborhood Plans, including policies related to land use reclassifications, rezones and future code amendments, in advance of considering an ordinance for adoption on December 11, 2018. Staff concurs with the Planning Commission's and Houghton Community Council's recommendations. A specific issue requiring additional City Council direction is in regard to the type of "master plan" process that is desired for reviewing future development plans for the Bridle Trails shopping center.

### Background

In 2018, the City conducted an extensive public involvement process to update the North Rose Hill, South Rose Hill, and Bridle Trails Neighborhood Plans and the NE 85<sup>th</sup> Street Subarea Plan. As a result, the North and South Rose Hill Neighborhood Plans and NE 85<sup>th</sup> Street Subarea Plans were combined into one Rose Hill Neighborhood Plan. Bridle Trails remains a standalone Plan. Previous memos from meetings over the last year with the Planning Commission, Houghton Community Council, and City Council describe the combined and more streamlined planning process using the new [Neighborhood Planning Framework](#) and the robust plan for public involvement.

Below are links to the staff memorandums from recent Planning Commission, Houghton Community Council and City Council meetings that were held leading up to the recommendations on the two neighborhood plans (other meetings not listed below were held earlier in the process, and focused on the future visions for the neighborhood, scoping, and public process). The direction staff received from the September City Council briefing on the first drafts of each neighborhood plan informed further revisions included in the second drafts. The direction staff received from the October City Council briefing determined which of the original ten requests for proposed land use changes, rezones or code amendment study areas proceeded to public hearing, and which were eliminated from further study.

- On [September 18, 2018](#), the City Council reviewed and provided direction on the first draft of both the Rose Hill and Bridle Trails Neighborhood Plans in order to move forward with the second drafts.
- On [October 2, 2018](#), the City Council reviewed and provided direction on the Planning Commission's preliminary recommendation for which land use changes, rezones or code amendment study areas should move forward to public hearing.
- On [October 22, 2018](#), the Houghton Community Council held a public hearing to receive public comments on the second draft Bridle Trails Neighborhood Plan.
- On [October 25, 2018](#) ([Part 1](#), [Part 2](#), [Part 3](#)), the Planning Commission held a public hearing on the second drafts of the Bridle Trails and Rose Hill Neighborhood Plans and requests for proposed land use changes, rezones or code amendment study areas.

Following the public hearings, the Planning Commission unanimously recommended to move the second drafts of both neighborhood plans forward with minor edits. All but one Houghton Community Council member in attendance recommended approval of the Bridle Trails Neighborhood Plan (note that Houghton Community Council has jurisdiction over only a portion of the Bridle Trails neighborhood, not including the Bridle Trails shopping center). During their deliberations, both bodies requested that City Council clarify its intent for review of future development plans for the Bridle Trails shopping center, assuming increased building height would be permitted.

Since the public hearings, the enclosed draft Neighborhood Plans (Attachment 1, Bridle Trails Neighborhood Plan and Attachment 2, Rose Hill Neighborhood Plan) were revised to reflect edits from the Planning Commission and Houghton Community Council.

The first section of this memo describes the Houghton Community Council and Planning Commission recommendations on the Bridle Trails neighborhood plan and the Bridle Trails Shopping Center height increase request. The second section describes the Planning Commission recommendation on the Rose Hill Plan and land use change requests in Rose Hill.

### **Houghton Community Council Recommendation on Bridle Trails Neighborhood Plan (see Attachment 1)**

At the October 22 public hearing, the Houghton Community Council discussed their jurisdictional authority related to land use decisions within Bridle Trails, and offered comments on future redevelopment of the shopping center. A few members noted that they would like to see smaller, separate use buildings at the shopping center rather than larger, five story mixed use buildings seen elsewhere. Other discussion items raised concerns about proposed future development in the Rose Hill Business District and the potential impacts of increased traffic on the Bridle Trails Neighborhood, the need for increased affordable housing in the neighborhood, and how the affordable housing requirements of the Zoning Code are applied. The Houghton Community Council supported redevelopment of the shopping center consistent with comments made by City Council on October 2. This concept would retain the existing three story zoning but allow up to two additional stories through a public master plan process. There would need to be commensurate public benefits in exchange for the increased development potential and traffic impacts. These should include design guidelines with attention to architectural scale, massing and stepping down to the surrounding



neighborhood; the provision of substantial affordable housing; the provision of high-quality retail uses including grocery, hardware, and drug stores along with park space; and mitigated traffic impacts. In conclusion, all but one Community Council member in attendance recommended approval of the Bridle Trails Neighborhood Plan subject to minor grammatical edits to the policies.

**Planning Commission Recommendation on the Bridle Trails and Rose Hill Neighborhood Plans  
 (see Attachment 1 and 2)**

Planning Commission recommendation on the Bridle Trails Neighborhood Plan and Bridle Trails Shopping Center Land Use Change Request

Following the public hearing, the Planning Commission voted unanimously to recommend approval of the Bridle Trails Neighborhood Plan (with some minor technical edits). Based on comments received at the public hearing from the Planning Commission, staff restructured and revised the text of Policy BT 7 (relating to redevelopment of the shopping center) to better convey the intent of the policy and supplement the list of development standards to ensure high quality architecture, open space, local-serving retail establishments, and reduced neighborhood impacts (see Study Area #9 request below and Attachment 1).



- Require a grocery store and potentially other local-serving retail uses;
- Provision of a public plaza, with public art;
- Parking and transportation impacts mitigated;
- Green Building certification and compliance with sustainable development standards;
- Master Sign Plan;
- Gateway feature; and
- Park space, with recreational equipment.

*Implementation:*

In order to implement the increase in building height and other performance standards listed in Policy BT 7, Zoning Code amendments and new design guidelines would need to be created for the BCX zone or a new zoning district such as Bridle Trails Neighborhood Center (BTNC) would need to be established.

*Options for Legislative Process*

The Planning Commission requested that staff and City Council establish the desired public legislative process (not administrative) for approval of future development plans for the Bridle Trails shopping center. On October 2, City Council noted that the “master plan” process envisioned for the Houghton Everest commercial area could be used as a basis for the envisioned Bridle Trails legislative process. However, the specifics of such a “master plan” process were not stipulated in the Everest Plan policies. In the absence of such detail, staff has researched options for a legislative process (allowing for City Council’s involvement), which are presented below.

The Zoning Code has a definition for a master plan but the process to review them varies throughout the code depending on the use:

*KZC 5.10.505 Master Plan definition: A complete development plan for the subject property showing placement, dimensions and uses of all structures as well as streets and other areas used for vehicular circulation.*

Because “master plans” are generally considered quasi-judicial development permits, staff is recommending different terminology to make it clear that the intended process to develop guidelines for more intensive development of the neighborhood center is legislative.

*Direction from City Council:*

In identifying a legislative process that would be appropriate for redevelopment of the Bridle Trails shopping center, staff would appreciate input from Council on the following questions:

1. Related to the timing of the process, should the legislative process be property owner-initiated (as opposed to City-initiated)? If property owner-initiated, the request could come at any time; if City-initiated, the initiative could be included in the 2019-20 Planning Work Program. The two options also have differing implications with regard to staff time/resources. Staff recommends that the legislative code amendment process be initiated by a property owner rather than by the City as discussed below under staff recommendation.
2. Does Council agree with staff’s recommendation that the legislative planning process should encompass the entire BCX zone?

3. Once the potential code amendments are adopted for the BCX zone, does City Council want final approval authority over the redevelopment plan?

Below are options for citizen-initiated and City-initiated code amendment processes. The citizen-initiated process would generally follow the preexisting process for Citizen Amendment Requests (CARs); the City-initiated legislative process would generally follow the preexisting process for Zoning Code text/map amendments that take place following adoption of a neighborhood plan. Staff also needs your direction on the second part of the matrix if City Council wants final approval of a redevelopment plan.

**Legislative Process Options (i.e., options for code amendments)**

	<b>Citizen initiated CAR process KZC 130, 135, 140, 160</b>	<b>City initiated legislative process KZC 160</b>
<b>City/property owner resources/public process</b>	<p>Fewer staff resources needed.</p> <p>The applicant would be encouraged to hold neighborhood meetings, design charrettes, listening sessions or other outreach events to gain support from the community prior to submitting a request to the City for code changes.</p> <p>Applicant is responsible for providing a set of conceptual design documents, including site plans, elevations, cross sections, visual studies, design guidelines, and other documents (e.g., transportation study).</p>	<p>More staff resources needed.</p> <p>This is a City driven process to determine what the community would like to see at the subject property based on the vision statement and public input, and would encompass a robust public outreach effort</p>
<b>Fees</b>	<p>Initial request: \$1,000          If City Council authorizes review: \$10,000.</p>	<p>No direct cost to applicant.</p>
<b>Process</b>	<p>Planning Commission public hearing, recommendation to City Council for final decision.</p>	<p>Planning Commission public hearing, recommendation to City Council for final decision.</p>

**Process options after code amendments are adopted**

**Process Details**

**Approval Criteria**

<b>Hearing Examiner (Process IIB) KZC 152</b>	Hearing Examiner holds public hearing, recommendation to City Council for final approval.	Must comply with Zoning Code regulations specific to the zone and use.
Fee: \$15,032.00 plus \$553.00 per new residential unit or \$0.54 per sq. ft. new non-residential gross floor area (GFA)	Examples include: Institutional uses approved through Master Plans per KZC 45 (NW University in PLA 1, Lake Washington Institute of Technology in PLA 14 zone).	
<b>Design Review Board KZC 142</b>	<ul style="list-style-type: none"> <li>-Conceptual Design Conference</li> <li>-Design Response Conference with Design Review Board (DRB)</li> <li>-Conceptual Master Plan Conference used for larger, phased projects (examples include Village at Totem Lake, Kirkland Urban, and Madison Development in RH 3).</li> </ul>	Must comply with Zoning Code regulations specific to the zone and use and adopted Design Guidelines.
Fee: Conceptual: \$1,739.00 Design Response: \$5,323.00 plus \$244.00 per new unit \$.24 per sq.ft. new GFA	Subsequent phases are either DRB or Administrative approval Meetings open to public; DRB makes final decision.	
	No City Council review.	

*Staff recommendation:*

Staff recommends that for a five story redevelopment proposal, proposed code amendments be initiated by the property owners through a public legislative review process (Process IV) rather than by the City. Policy BT 7 revisions in Attachment 1 reflect staff's recommendation that a conceptual plan be submitted for the entire BCX zone, and identifies what the conceptual plan should comprise. After submittal, the code amendment project could be placed on the Planning Work Program by the City Council (based on a recommendation from Planning Commission). This option would yield a robust public process, but would most effectively balance the desires of the property owners and community for future reuse of the shopping center site.

Planning Commission Recommendation on Rose Hill Neighborhood Plan

On October 25 the Planning Commission unanimously recommended approval of the Rose Hill Plan with changes to policies specifically related to land use change study area requests and minor grammatical or non-policy-related edits to the plan. All edits are shown in strikeouts and underlines in Attachment 2, the second draft of the Rose Hill Plan, with the source of the edit in parenthesis.

*Planning Commission Recommendation on Policies Related to Rose Hill Land Use Change Requests*

Following the October 25 public hearing, the Planning Commission made motions to recommend that all the study area requests for land use changes that City Council recommended proceed to public hearing be approved except for the #3 Jin and #4 Morgan requests.

The Planning Commission also agreed with City Council idea about developing a transit station area wide plan for the NE 85<sup>th</sup> Street I-405 Interchange. The Planning Commission supports conducting a transit station study for all four quadrants of the NE 85<sup>th</sup> Street /I-405 interchange area in 2019, pending funding, to include the LMJ (Lee Johnson) study area in the RH 2A-C zones, the RH 1A-B zones (includes Costco) and RH 3 zone (includes U-Haul and Madison Development site). The area wide plan will include studying the land use, transportation, economic and urban design needs of the area. Policy RH 24 reflects the City Council's direction.

The following Planning Commission recommendations address those requests that the City Council directed should advance to public hearing. Those that the Planning Commission recommend not be approved are addressed first, followed by those that are recommended for approval.

To avoid redundancy of information, follow these links to the staff memo ([Part 1](#), [Part 2](#), and [Part 3](#)) for the Planning Commission October 25, 2018 public hearing. The memo contains the detailed background on each land use study area rezone or code amendment request, the staff and the Planning Commission's original preliminary recommendation, the evaluation criteria, and the City Council's October 2, 2018 direction on which proposal should proceed to public hearing.

*Land use study areas not recommended for approval by Planning Commission:*

*Jin request #3 and Morgan request #4:*

After considering the options presented by staff on both proposals, the Planning Commission recommends no zoning change within the Jin and Morgan study areas. The Planning Commission stands by its recommendation on September 18 not to proceed with these amendment requests on the basis of modest benefits to the City supply of market-rate and affordable housing, owner opposition, and land use compatibility concerns. Policy RH 30 has been revised to eliminate policies in support of the Jin rezone.

*City Council Preliminary Direction:*

- The October 2 City Council direction on the Jin request was to reduce the study area to the original four lots and study an option to allow commercial development if consolidated with parcels fronting on NE 85<sup>th</sup> Street. Staff analysis of this option (Option 2) and three others is provided in the Analysis of Options section on pages 6-9 of the October 25 public hearing memorandum ([Part 1](#)).
- Council's direction on the Morgan request was to reduce the study area to the original four lots and continue study. Staff analysis of four options is provided in the Analysis of Options section on pages 9-12 of the October 25 public hearing memorandum ([Part 1](#)).

*Land use study areas recommended for approval by Planning Commission:*

*Study Area #1 Approve Lake Washington Institute of Technology request to allow market rate housing in addition to affordable housing primarily for campus staff and faculty with limited expansion into the greenbelt area with a future master plan.*

*Planning Commission recommendation:*

At the public hearing, Dr. Amy Goings, President of Lake Washington Institute of Technology (LWIT), indicated that the college wants the flexibility to pursue future partnerships with public entities to provide public sector employee housing. Revised Policy RH 47 would continue to provide the flexibility the institute desires, to allow campus housing not only for LWIT students, staff or faculty but also to accommodate other public sector staff and employees through future partnerships. It also clarifies that housing would not serve private entities.



The Planning Commission also supports allowing a limited height increase suggested by City Council as a strategy to reduce the need for expansion into the Native Growth Protection Easement (NGPE). However, the Commission indicated that limited expansion into the NGPE may be acceptable if other development options have been exhausted. Policy RH 48 has been revised to reflect Planning Commission direction. The proposal meets all but one of the evaluation criteria.

At the October 2nd briefing, Council requested information about how current geologically critical area regulations would be applied to this proposal, and the history of the NGPE. The original master plan for LWIT, adopted in 1989, required an NGPE to be recorded on the western forested steep slope area of the campus. The NGPE establishes restrictions on activities or improvements that are permitted within the forested steep slope area. Per the existing North Rose Hill neighborhood plan policies, encroachment into the NGPE is limited to non-motorized trails connecting the campus to surrounding development. Any development of steep slopes (or other seismically hazardous areas) within the NGPE would be subject to the recently-adopted regulations in Chapter 85 (Critical Areas: Geologically Hazardous Areas), which allow development in such areas to take place, but only after preparation of a geotechnical report which shows the development can be undertaken without substantial risk.

*Implementation:*

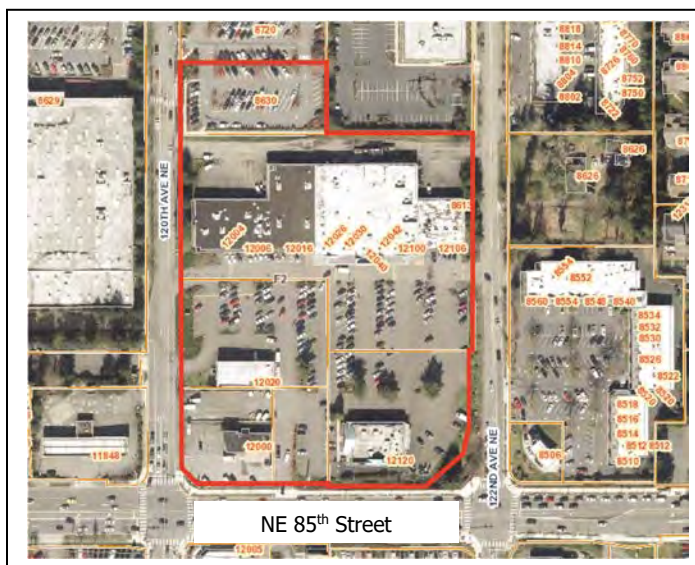
Zoning Code text amendments to Planned Area 14 would be required in 2019 to add housing to those uses allowed at public colleges or universities, to prioritize campus expansion within less environmentally sensitive surface parking areas, to allow a limited height increase based on an equivalent developable area identified within the NGPE, and to allow limited encroachment into the NGPE subject to environmental assessment.

*Study Area #7 Approve Madison Development request for code amendments to RH-3 zone to allow increase in building height by 8 feet, increase lot coverage to 100% and consider reduced parking ratios for the mixed use project contingent on a parking analysis.*



*Planning Commission Recommendation:*

The Commission recommends approving Madison Development's request as reflected in Policy RH 29 because the proposal would allow rooftop parapets and amenities without increasing the number of stories, along with 10 foot floor to ceiling heights, and would support Transit Oriented Development at urban densities appropriate in the Regional Center of the RHBD. In addition, the amendments reflect site topography constraints and emphasize linkages between the site and the Transit Station at the interchange. Policy 29 in draft 2 of the Rose Hill Plan supports these changes. (A redevelopment proposal is currently under design review for a majority of the zone but it does not include the U-Haul property on the corner of NE 85<sup>th</sup> Street and 120<sup>th</sup> Ave NE.) Shared or reduced parking will be contingent on the current proposal's parking analysis that will be reviewed during the design review process. The proposal meets nine out of 10 evaluation criteria.



*Implementation:*

Follow up zoning code amendments in 2019 would include:

Zoning text change allowing 100% lot coverage, an increase of height by 8 feet beyond the current limits to allow roof top amenities, and requiring a pedestrian connection from the site to the Transit Station. No amendment needed to request a parking modification.

**Implementation of Updated Neighborhood Plan Policies**

Both plans will have a new format with more graphics, maps and photos to depict the various policies. A preliminary draft of the new format was included in Attachment 3 of the [September 18, 2018 meeting packet](#). Follow up Zoning Code text amendments will need to be processed in 2019 to implement the new policies approved for the land use change/rezone and zoning amendment requests.

Proposed housing policies in both the Rose Hill and Bridle Trails draft plans address strategies other than rezones to address compact or "missing middle" housing, including housing that is more affordable to first time home buyers, young families, and seniors wishing to age in place. These policies encourage cottage, duplex and triplex development in low density areas near the business districts and encourage Accessory Dwelling Units (ADUs) throughout both neighborhoods. Staff is currently working on zoning concepts to implement these policies in 2019.

**Criteria for amending the Comprehensive Plan and Zoning Map**

KZC Section 140.25 lists the factors to consider for both City and citizen-initiated amendments.

The City shall take into consideration, but is not be limited to, the following factors when considering approval of a proposed amendment to the Comprehensive Plan:

1. The effect upon the physical, natural, economic, and/or social environments.

2. The compatibility with and impact on adjacent land uses and surrounding neighborhoods.
3. The adequacy of and impact on public facilities and services, including utilities, roads, public transportation, parks, recreation, and schools.
4. The quantity and location of land planned for the proposed land use type and density.
5. The effect, if any, upon other aspects of the Comprehensive Plan.

KZC Section 140.30 lists the criteria that must be met to amend the Comprehensive Plan:

1. The amendment must be consistent with the Growth Management Act.
2. The amendment must be consistent with the countywide planning policies.
3. The amendment must not be in conflict with other goals, policies, and provisions of the Kirkland Comprehensive Plan.
4. The amendment will result in long-term benefits to the community as a whole, and is in the best interest of the community.

KZC Section 130.20 relates to amendments to the Zoning Map Criteria.

The City may decide to approve a legislative rezone only if it finds that:

1. Conditions have substantially changed since the property was given its present zoning or the proposal implements the policies of the Comprehensive Plan; and
2. The proposal bears a substantial relationship to the public health, safety, or welfare; and
3. The proposal is in the best interest of the community of Kirkland.

*Staff conclusions:*

The proposed amendments to the Comprehensive Plan for the revised Rose Hill Neighborhood Plan and Bridle Trails Neighborhood Plan and proposed rezones to change the Zoning Map are consistent with the above criteria, Growth Management Act and Countywide Planning Policies. The proposed neighborhood plan policies are consistent with the general elements of the Comprehensive Plan. The proposed rezones will allow for opportunities for increased diversity of market-rate and affordable housing to implement the adopted Housing Strategy Plan. When redevelopment occurs in the future, the increased residential density in the mixed use neighborhood center will add affordable and market rate housing and ideally provide the increased density in land use to support future improvements to transit service to the neighborhood. The proposed policy prioritizes campus expansion in underutilized portions of the Lake Washington Technical Institute campus to protect the wooded steep slope critical area. The proposed amendments bear a substantial relation to the public health, safety, and welfare to the residents of Kirkland and are in the interest of the Rose Hill and Bridle Trails Neighborhood residents.

**Public Comments Received**

Written public comments received by the Planning Commission, Houghton Community Council and City Council were considered and are available on the City of Kirkland project webpage [www.kirklandwa.gov/RHBT85](http://www.kirklandwa.gov/RHBT85). Audios and minutes of all the oral comments received at study sessions and public hearings are available on the [Planning Commission](#) and [Houghton Community Council](#) webpages.

**Compliance with State Environmental Policy Act (SEPA) - Environmental Review**

A SEPA addendum to the City of Kirkland 2015 Comprehensive Plan Update Draft and Final Environmental Impact Statement was issued on the draft Bridle Trails Neighborhood Plan, Rose Hill



Neighborhood Plan, and related land use changes/rezone study areas prior to the public hearing and is contained in the official file in the Planning and Building Department. The SEPA Addendum compares the difference between the existing and revised Neighborhood Plan policies and land use study areas.

**Submittal of draft plans to the Department of Commerce**

Under RCW 36.70A.106, the City is required to submit a Notice of Intent to Adopt along with the Draft Plan and any amendments to development regulations to the Washington Department of Commerce (DOC) at least 60 days prior to final adoption. DOC reviews the draft plans to confirm that they are consistent with the GMA, and with multi-regional and region planning policies. The City submitted the Intent to Adopt and the Draft Plans and amendments prior to the public hearing.

**Next Steps and Schedule**

Final action by the City Council is scheduled for December 11, 2018. On January 28, 2019 Houghton Community Council is scheduled to take final action on the parts of the Bridle Trails Neighborhood Plan under their jurisdiction. Any necessary code amendments would be implemented in 2019 under a separate public review process.

**Attachments:**

1. Draft Bridle Trails Neighborhood Plan incorporates revisions since public hearing
2. Draft Rose Hill Neighborhood Plan incorporates revisions since public hearing

cc: File Number CAM18-00082 #12

**BRIDLE TRAILS NEIGHBORHOOD PLAN- Third Draft Edited Version Post Public Hearing**

*For City Council briefing on November 20, 2018*

*HCC recommended edits*

*PC recommended edits*

**1. Overview**

The Bridle Trails neighborhood has a rural pastoral feel with large forested areas and an equestrian community character within an urban environment bordering Bridle Trails State Park. The Bridle Trails shopping center provides a mix of neighborhood oriented commercial services to surrounding residents and is an active focal point for the neighborhood. Access to the City's new greenway in South Rose Hill, good transit service, and vehicular access to I-405 make the neighborhood a convenient location to access the rest of the region and major job centers.

**2. Vision Statement**

*The Bridle Trails Neighborhood is a unique, forested, equestrian - oriented community with small-scale housing, trails, and open space amenities that support keeping horses and protect the quiet, wooded nature of the community. Bridle Trails State Park is a focal point for the neighborhood and an important factor in the neighborhood's historic development. Equestrian and pedestrian trails connect to the surrounding neighborhood. The private and commercial equestrian uses in the neighborhood have been preserved. Where consistent with the equestrian character of the neighborhood, backyard cottages and other compact housing types have been integrated into parts of the residential neighborhood to provide housing opportunities for multiple generations, and allow for aging in place, additional homeowner income, and provide an affordable place to live.*

*The Bridle Trails commercial area has been transformed into an active, attractive, mixed use residential and commercial village with neighborhood oriented businesses and gathering places. A residential village surrounding the shopping center provides a built-in customer base to support high-quality retail establishments, allowing people to walk to shops and services without getting in their cars. Nearby Snyder's Corner provides a visual open space amenity for the nearby mixed use neighborhood center.*

*A neighborhood greenway provides options for walking and biking from one part of Kirkland to another, and to the Cross Kirkland Corridor and regional bike trails. The Houghton Park and Ride and its close proximity to the I-405 NE 70th Street interchange provides residents with easy transit access to numerous destinations throughout the region.*

*The future use of the King County Transfer Station property is unknown at this time; however, the neighborhood vision is for the transfer station to close and see the property redeveloped for a variety of park, recreational, and possibly other uses.*

### **3. Historical Context**

The Bridle Trails area began to be settled in the 1860s. Some of those early settlers in the neighborhood were: Nils P. Andrews, Eric Botsford, William C. Hamley, Miles Bigelow, and John Jehli.

Bridle Trails State Park was part of the original land grant to Washington State in 1889, and its timber sales were managed to support public schools. Equestrian communities formed around the state park in the early 1900s, and it was these communities that lobbied for the public land to become a state park where residents could ride their horses. In the early 1930's the Commissioner of Public Lands set aside the area of the current park for park use. The state park was a focal point for the neighborhood, and most homes near the park had a barn and paddock to keep horses. Washington State Parks began leasing the land for park use in 1962 from the Department of Natural Resources, then purchased the park over the period 1972- 1992. Lake Washington Saddle Club and Bridle Trails Park Foundation are two non-profit organizations that have been instrumental in sustaining the park over the years.

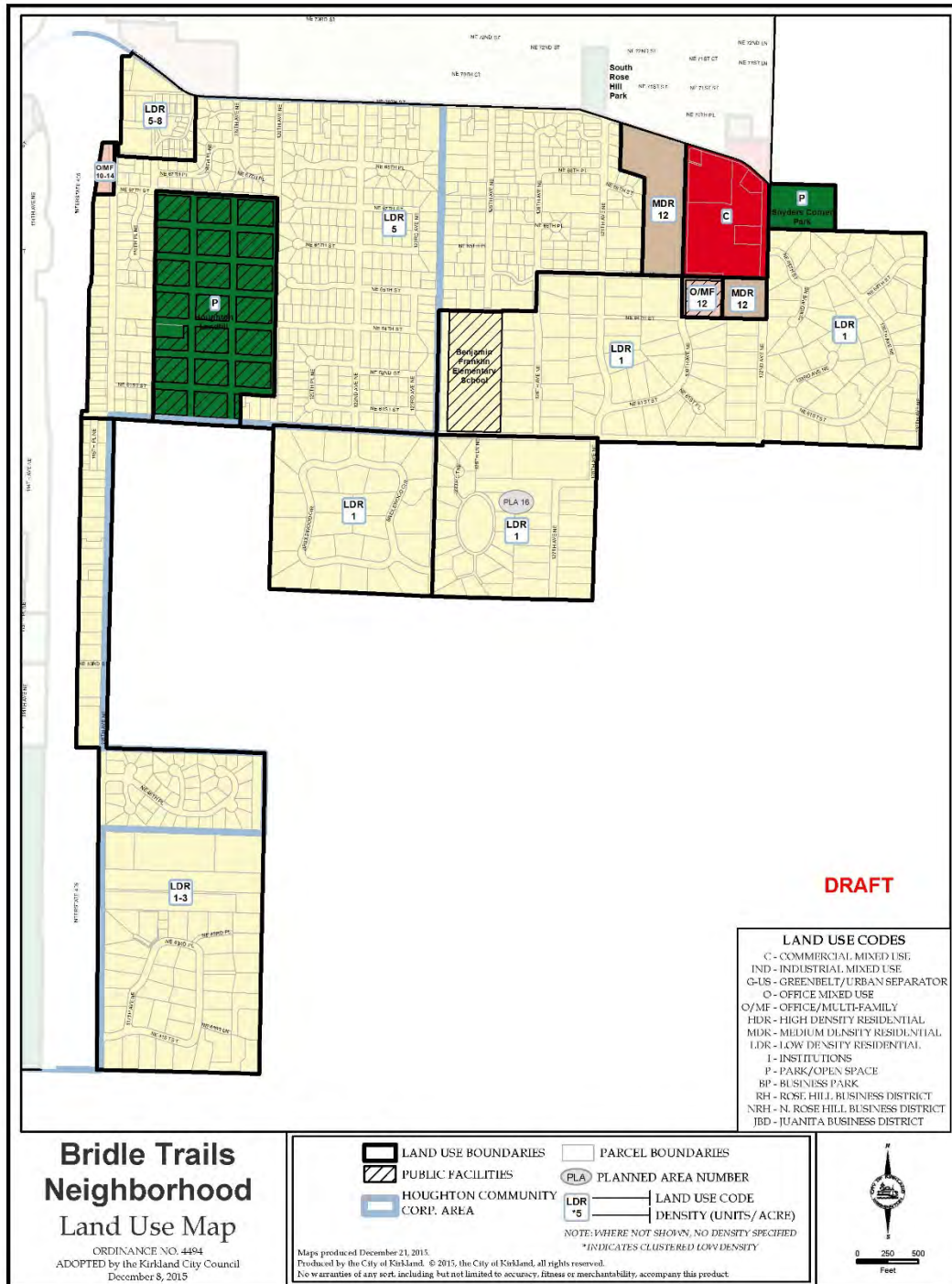
The residential areas that comprise the Bridle Trails neighborhood are relatively recent annexations to Kirkland. The Houghton consolidation (including Sablewood) was annexed in 1968. Bridlewood Circle was annexed in 1969, the Central Park (now the Hunt Club) and Flying Horseshoe areas in 1986, Silver Spurs and land north of NE 60<sup>th</sup> ST in 1988, land south of Sablewood in 1989, and Bridleview in 2009.

### **4. Land Use**

The Houghton Community Council has jurisdiction over land use decisions in the west half of the Bridle Trails neighborhood.

Figure BT-1 shows the land use districts. The policies below describe the housing types, equestrian, commercial and public facility uses allowed for each area shown on the map.

## (no land use changes/rezones are proposed)- Figure BT-1 Land Use Map



## Residential

The intent of the following policies is to promote a range of housing types in the Bridle Trails neighborhood that contribute to the livability of the neighborhood – including a rejuvenated Bridle Trails Shopping Center and a sustainable pattern of open space – and provide living opportunities for multiple generations.

*Policy BT 1: Retain and preserve the low density residential and equestrian character of the neighborhood while accommodating new compact housing opportunities where consistent with equestrian uses.*

*Policy BT 2: Generally south of NE 65<sup>th</sup> ST surrounding Bridle Trails State Park and east of 132<sup>nd</sup> Ave NE, maintain lower density, larger lots at one dwelling units per acre capable of keeping horses.*

A key goal of the Bridle Trails neighborhood is to preserve a portion of larger lots as open space in order to keep horses and other large animals and maintain the equestrian nature of the area. The Zoning Code has minimum requirements for keeping large animals (such as outdoor paddock size). Where shared paddocks or other outdoor requirements for large animals can be met allow compact housing and or Accessory Dwelling Units to be incorporated into the property.

*Policy BT 3: In Planned Area 16, maintain a mix of low-density development and commercial equestrian and recreation facilities.*

Planned Area 16 is designated as a planned area because of its approved master plan that incorporates a mix of equestrian, residential, and tennis club uses. The master plan allows one dwelling unit per acre in the eastern portion and two dwelling units per acre in the western portion of area, with ancillary private stables and pastures and retention of the existing commercial equestrian facility. The commercial tennis club on NE 60<sup>th</sup> ST is compatible with the surrounding residential and equestrian uses. Development in this area should not be permitted to adversely affect the unique equestrian and natural environment of the State Park and its uses by the general public.

*Policy BT 4: Incorporate accessory dwelling units (ADUs) into new and existing development in single-family neighborhoods where consistent with keeping horses and there is adequate sewer infrastructure, to expand the supply of affordable-by-design housing.*

*Policy BT 5: Incentivize compact housing (i.e., multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living) within predominately single family neighborhoods that are in close proximity to the Bridle Trails Shopping Center while protecting the area's equestrian character.*

*Policy BT 6: Medium density residential and office uses west and south of Bridle Trails shopping center should support the high quality retail uses at the center while providing a transition between adjacent low density residential areas and the commercial center.*

## Commercial

In order to sustain vibrant neighborhood centers, neighborhood- oriented commercial and office uses are appropriate south of NE 70<sup>th</sup> St. in the vicinity of the Bridle Trails Shopping Center and south of NE 70<sup>th</sup> St. along 116<sup>th</sup> Ave NE as shown on the land use map Figure [BT-1](#).

### New restructured BT 7 with edits per PC/HCC/Staff

*Policy BT 7: Encourage redevelopment of the Bridle Trails Neighborhood Center into a lively, pedestrian oriented, transit-supportive, mixed use residential and commercial neighborhood center.*

*Three story mixed use residential and commercial development is allowed and substantial commercial uses should continue to provide shops and services to the neighborhood. Commercial uses should be oriented to adjacent arterials with wide sidewalks and pedestrian pathways should connect uses on site and with adjacent properties. Design Guidelines for Pedestrian Oriented Business Districts should be used with careful attention to architectural scale, massing and upper story step backs, pedestrian orientation and connections, compatibility with surrounding residential uses and commercial uses across NE 70<sup>th</sup> St., building modulation, and use of materials to reduce the appearance of bulk and mass.*

*In addition to the above standards, allow mixed use development up to five stories if, through a legislative public review process, development standards, design guidelines, and a design program are submitted encompassing all properties within the neighborhood center. These development and design guidelines should address program requirements for such items as pedestrian connections, vehicular access, types and organization of uses within the subject property and along adjacent streets, building and massing forms, public amenities and the additional criteria/performance standards listed below:*

- Neighborhood-serving retail is provided on the ground floor and oriented to adjoining rights-of-way and internal pedestrian pathways, with a grocery store and mix of complementary uses such as ~~grocery store~~, hardware store, or drug store. (HCC/staff)
- Residential (rather than office) should be the predominant use on upper floors with a percentage of affordable housing units consistent with City standards. (HCC/staff)
- Green building certification and sustainable site standards are included in development.
- Taller building forms are located away from adjoining residential properties
- Pedestrian oriented design elements are incorporated into the development including plazas to create public gathering spaces with public art, water features, and landscaping.
- Driveways are consolidated to minimize impacts on surrounding streets, adjacent residential uses, and to foster a pedestrian oriented site design.
- Parking and transportation impacts are minimized to create a pedestrian oriented neighborhood center.
- A master sign plan should be required to ensure attractive signage and wayfinding.
- A gateway feature is provided ~~with redevelopment~~ at the corner of NE 70<sup>th</sup> Pl. and 132<sup>nd</sup> Ave NE.
- Park space; potentially including recreational equipment for children, is included with residential uses (HCC)

*Policy BT 8: At the Houghton Park and Ride, encourage future transit oriented development (TOD) that includes pedestrian connections within the site and to adjacent streets (HCC).*

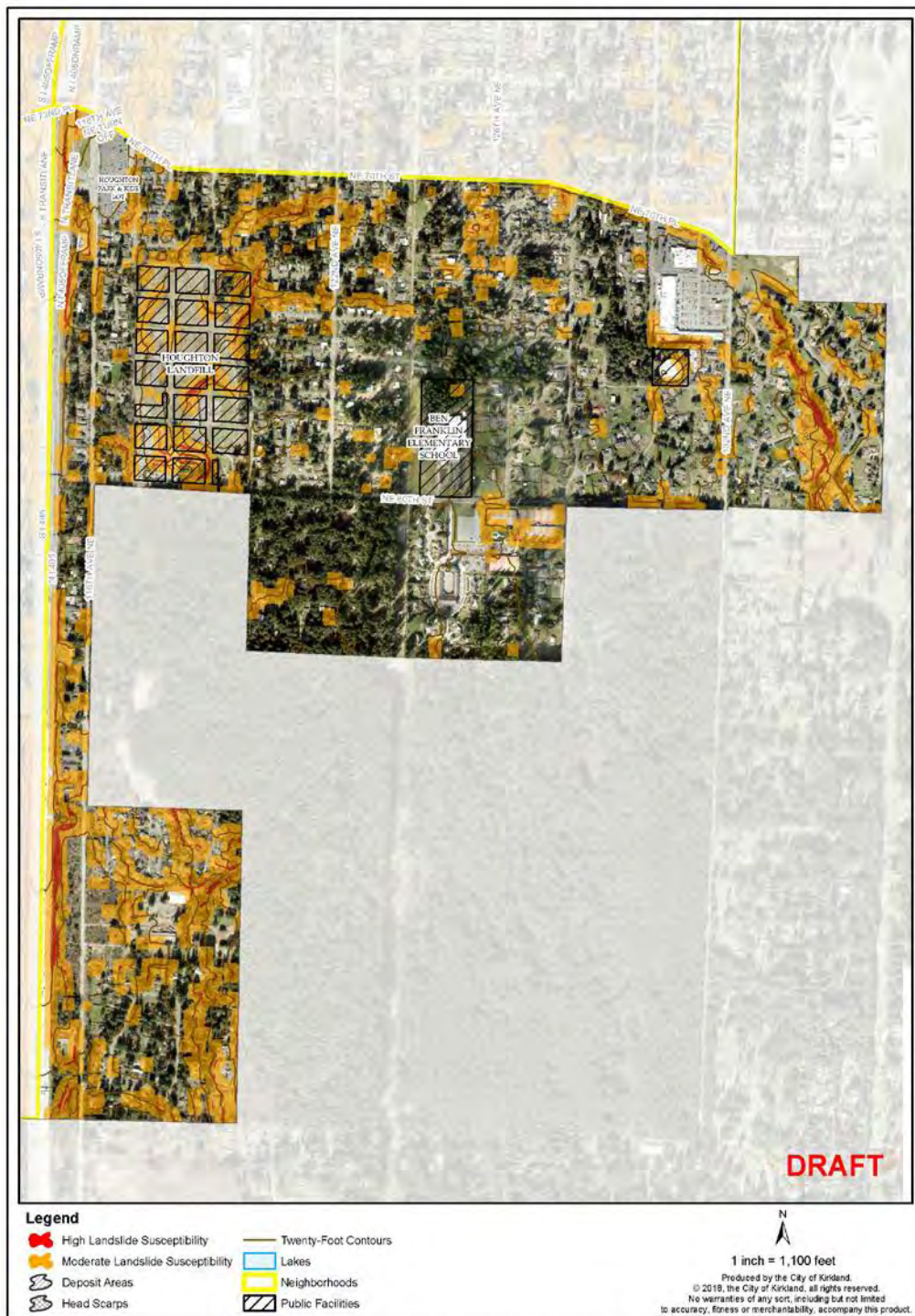
*Policy BT 9: Foster equestrian and other recreation commercial facilities within the neighborhood.*

Commercial equestrian stables and tennis courts are located south of NE 60th Street between the Bridle Trails State Park and the Bridlewood Circle area. Other commercial equestrian stables are located along 116th Avenue NE. These uses are encouraged to remain.

## **5. Natural Environment/Parks/Open Space**

Figures [BT 2](#), [BT 3](#) and [BT 4](#) show the geologically hazardous areas, drainage basins and known streams and wetlands in the neighborhood. Yarrow Creek is a ~~salmonid~~[Salmonidae](#) stream. These natural resources provide surface water, wildlife benefits and open space amenities for neighborhood and therefore should be maintained or restored to their natural state.





**Bridle Trails Landslide Susceptibility**

Figure BT 2





**Bridle Trails Liquefaction Potential**

Figure BT 3



**Figure BT-2: Bridle Trails Wetlands, Streams, and Lakes**

Figure BT 4



*Policy BT 10: Enhance and restore Yarrow Creek and wetlands in the area shown on Figure BT 4.*

*Policy BT 11: Encourage creation of backyard sanctuaries for wildlife habitat in upland areas per the Washington State Department of Fish and Wildlife recommendations.*

## **6. Parks**

Figure 1 Land Use map shows the location of existing parks and open spaces in the Bridle Trails Neighborhood. The citywide Parks and Open Space Plan describes the future plans for parks throughout the city. Prior to development of each park, a master plan process is conducted to allow for community input. The objectives of the following policies include promoting enhanced utilization of existing park and open space facilities, and improving facilities within existing open space resources.

*Policy BT 12: Pursue acquisition of land for parks especially in the southern portion of the neighborhood and enhance existing parks and open space with a wide range of amenities for a diverse population (including kids, families, and the elderly) consistent with the Parks and Open Space Plan (PROS).*

*Policy BT 13: Support Bridle Trails State Park as a local and regional open space, park and equestrian facility. Maintain and enhance public access easements to ensure connections to the Park. Provide directional signs to the Park and use park iconography to establish a sense of place in the Bridle Trails neighborhood.*

*Policy BT 14: In the future, the City should consider a joint agreement if the State seeks to share management of the Bridle Trails State Park.*

*Policy BT 15: Introduce new uses to Snyder's Corner Park to make it more useful to the neighborhood and encourage environmental functions as interim uses in advance of a park master plan process. New uses could include a community garden, gazebo (or other community amenity), orchard, wetland feature, and dog park.*

*Policy BT 16: Promote the use of Ben Franklin Elementary School and playfield as an open space, recreational facility and community amenity that is shared with the neighborhood.*

The City of Kirkland has contributed towards recreational and interpretive trail improvements at Ben Franklin Elementary School and has a joint-use agreement with the School District to allow use of the amenities for community use during non-school hours, including evenings, weekends, and summer months. Neighborhood use of the school site should be continued to help meet the recreation needs of the neighborhood.

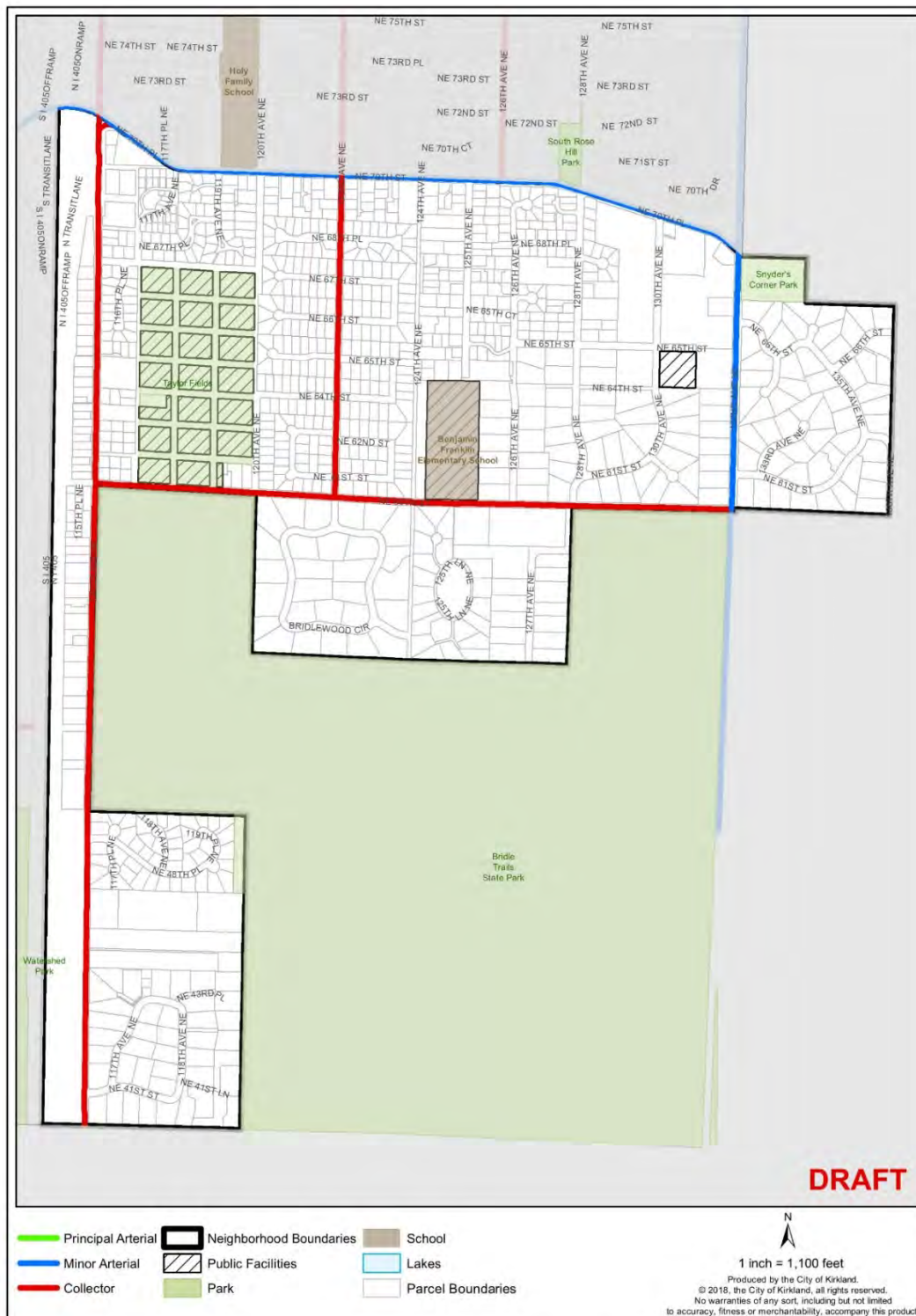
*Policy BT 17: Impacts from the King County Transfer Station and sports fields should be minimized.*

Most of the approximately 25 acres encompassing the King County Transfer Station were once used as a landfill. The sports fields located to the north of the transfer station are self-contained with separate access roads and on-site parking. The traffic for the transfer station and sports fields should be managed to minimize impacts on the surrounding neighborhoods. The northeast area of the site contains a wooded undeveloped area appropriate for passive recreational use, such as a community garden and off-leash dog park.

## 7. Transportation

The major east - west streets in Bridle Trails include NE 70<sup>th</sup> ST, which connects the west to east part of Kirkland and NE 60<sup>th</sup> ST [\(Figure BT 5\)](#). Other important elements of the transportation system include the pedestrian/bicycle overpass over I-405, links to the County trail system that connect to Seattle and Marymoor Park in Redmond, the Cross Kirkland Corridor, and the Houghton shopping district. 116<sup>th</sup> Avenue NE and 132<sup>nd</sup> Avenue connects to Bellevue. The policies below are intended to promote mobility, provide people with options to access goods and services without a car, and promote equestrian movement throughout the community.

*Policy BT 18: Improve vehicle, pedestrian, bicycle and equestrian mobility throughout the neighborhood, to other City and regional destinations.*



**Figure BT-4: Bridle Trails Street Classifications**

Figure BT 5

### **Pedestrian and Bicycle System**

Desired major pedestrian and bicycle pathways in the Bridle Trails Neighborhood are designated in Figures BT 6 and BT 7. The new Greenways in progress and planned shown on Figure 7— will help add to the citywide and regional pedestrian and bicycle system.

DRAFT

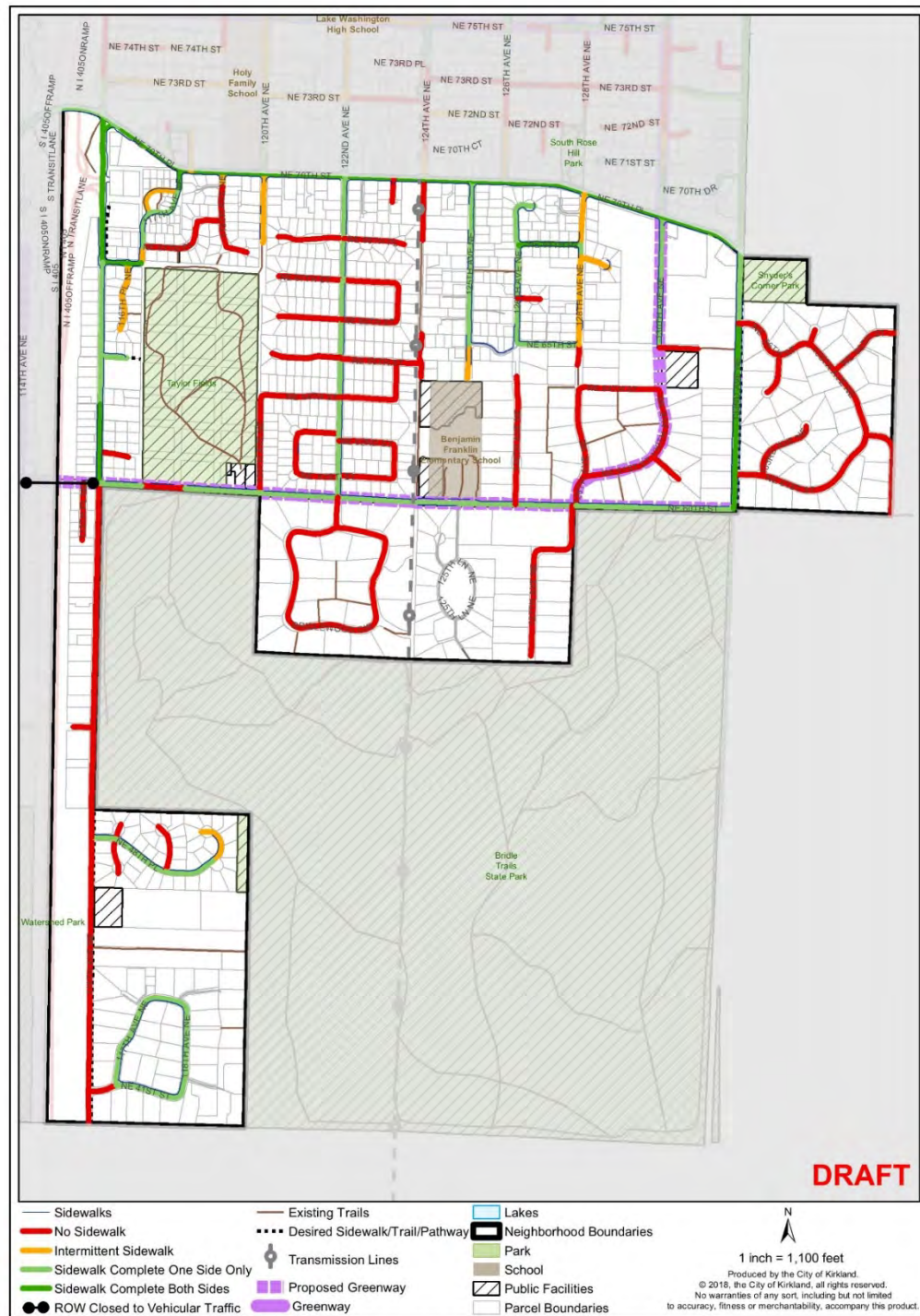


Figure BT 6





Figure BT:6 Bridle Trails Bicycle System

Figure BT 7



*Policy BT 19: Plan for a future bicycle and pedestrian Greenway along NE 60<sup>th</sup> ST and 130<sup>th</sup> Avenue NE to connect to the Greenway north of NE 70<sup>th</sup> Place and to the South and North Rose Hill Neighborhoods.*

*Policy BT 20: Develop bike lanes, a sidewalk, and/or multi-use path along 116<sup>th</sup> Ave NE, between NE 60<sup>th</sup> ST and the Bellevue city boundary in order to provide access to future light rail.*

*Policy BT 21: Design trails and streets to minimize conflicts between horses and vehicles while promoting equestrian, pedestrian and bike access.*

*Policy BT 22: In equestrian areas, design public improvements to reflect shared equestrian and pedestrian use of paths, sidewalks, roadway improvements, transit connections and signage to reflect the equestrian uses in the neighborhood.*

- Where possible, some separation of equestrians from bicyclists and motorists is desirable.
- Equestrian paths should not be paved. Paths should be constructed with a specially designed, stabilized hoof grid mix to provide appropriate footing and to retain integrity in Puget Sound's wet climate.
- Paths should be designed to accommodate horses and riders. Paths should be wide enough to support two-way equestrian travel and have enough vertical clearance for a horse and rider.

*Policy BT 23: Preserve and enhance equestrian, pedestrian and bike access to Bridle Trails State Park from the surrounding neighborhood, although bikes are not allowed in the park.*

*Policy BT 24: Require private development projects to complete unimproved portions of the regional Eastside Powerline Corridor trail located in Bridle Trails within the Seattle City Light Power Line Easement or explore ways to use public funds to make improvements to trail. Where private development has already occurred, consider completing sections through the City's Capital Improvement Program.*

Public pedestrian and bicycle improvements should be provided under the Seattle City Light power line easement when development, redevelopment or platting occurs to complete the trail system. Public funding should also be considered. See PROS Plan for further details. This off-street north/south trail through the neighborhood serves the recreational needs of the community by providing a safe pedestrian, equestrian and bicycle link separated from the street system. ~~This will provide a more pedestrian friendly option to the street system.~~ Eventually this trail could link up to the South Rose Hill neighborhood and trail systems in adjoining jurisdictions. The trail should be enhanced with signage and wayfinding features, providing landscaping improvements that are consistent with the rural nature of the area.

## 8. Public Facilities

Public facilities in the neighborhood include the King County Transfer Station, City water tower and Ben Franklin Elementary School. North of the King County Transfer Station site is the old Houghton Landfill and now Taylor Fields sports fields. The King County Solid Waste Division continually monitors the groundwater and methane gas at the Houghton landfill to ensure it complies with Seattle-King County Department of Public Health requirements. Any permanent use for the landfill will need soil remediation. There are many homes in the neighborhood still on septic systems because of lack of sanitary sewer infrastructure. As new development occurs the sewer mains and connections should be extended to meet current standards.

*Policy BT 25: Establish guiding principles for the redevelopment of the King County Transfer Station facility if it is closed:*

- Public-serving open space uses should be the primary focus of any redevelopment.
- Open space should include active (e.g., sports field) and passive (walking trails, dog park) uses, along with other recreational uses (e.g., aquatic center), and should establish ecological/wildlife and pedestrian connections through the former transfer station from the Park and Ride to Bridle Trails State Park.
- Non-open space/park uses may be considered, but should be compatible with the open space character of the site.
- Any soil contamination should be remediated prior to reuse.

*Policy BT 26: The City's water tower is an important public facility and open space amenity for the neighborhood. Maintain and enhance the public pedestrian and bicycle pathway along the west side of the property.*

*Policy BT 27: Noise impacts adjacent to the Interstate 405 should be minimized with new development with the use of sound walls, berms or other mitigation measures.*

## ROSE HILL NEIGHBORHOOD PLAN - 3<sup>rd</sup> DRAFT 10/18/18- Edits Post Public Hearing

*Comments from the following groups are identified as:*

*PC-Planning Commission*

*KHS- Kirkland Heritage Society*

*Staff edits if not identified as above*

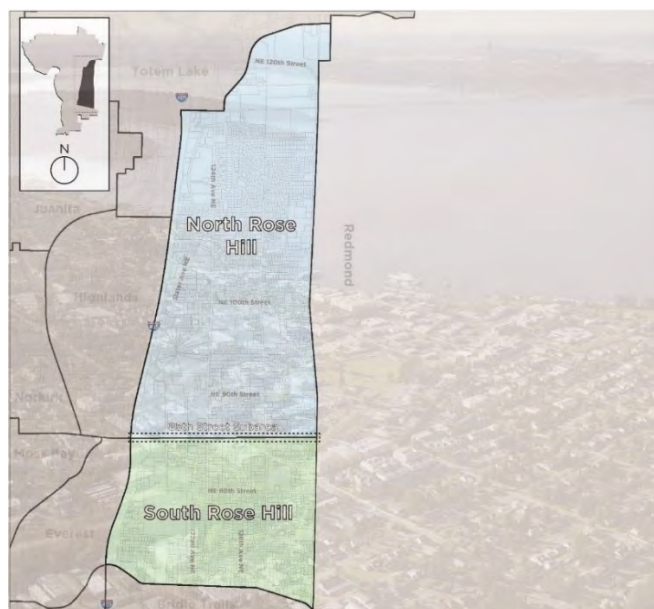
### 1. Overview

The Rose Hill Neighborhood is located between I-405 and the City of Redmond, and extends north to the Totem Lake Business District and south to the Bridle Trails neighborhood. It contains the neighborhoods of North and South Rose Hill, separated by NE 85<sup>th</sup> Street. Two commercial centers are located in the Rose Hill Neighborhood; the Rose Hill Business District along the NE 85<sup>th</sup> Street corridor (working group) and the North Rose Hill Business District at the north end of the neighborhood (the neighborhood also contains a portion of the Bridle Trails Neighborhood Center). The Rose Hill Business District straddles NE 85<sup>th</sup> Street and connects downtown Kirkland with downtown Redmond. At the north end of Rose Hill, a portion of the North Rose Hill Business District and the Lake Washington Institute of Technology are within the Totem Lake Urban Center, the major employment, retail and service center in the City. See the Totem Lake Business District Plan for more discussion about the Urban Center.

While land use in the neighborhood is primarily residential, the Rose Hill Business District is second only to the Totem Lake Business Center in generating the most sales tax revenue for the City.

The NE 85<sup>th</sup> Street Subarea Plan, North Rose Hill and South Rose Hill Neighborhood Plans were previously standalone plans. The NE 85<sup>th</sup> Street Subarea Plan included the south portions of North Rose Hill and the north portions of the South Rose Hill Neighborhoods. While both neighborhoods and the subarea were combined into one Rose Hill Neighborhood Plan in 2018, the Plan continues to address issues unique to each neighborhood. As a result of the 2018 update, the term Rose Hill Business District replaced the name NE 85<sup>th</sup> Street Subarea, and the boundary of the Rose Hill Business District was revised to exclude low density residential land uses.

*Insert New Map- Rose Hill Neighborhood showing the boundaries of North and South Hill.*



## 2. Vision Statement

*Rose Hill is a vibrant, walkable residential neighborhood with an active neighborhood commercial center along NE 85<sup>th</sup> Street. At the same time, its natural beauty— including mature trees, wildlife habitat, Forbes Lake, wetlands, streams, and open space – has been protected and enhanced, with new opportunities for public access. Parks are within walking distance to all residents and employees and provide a diverse range of recreation options – from hiking and birdwatching to play areas for kids.*

*As underutilized land has continued to repurpose, a variety of housing alternatives at strategic locations meet the needs of a diverse population and keep housing costs under control. Apartments, stacked flats, mixed-use buildings, and townhouses along the perimeter of the North Rose Hill and Rose Hill Business Districts, served by rapid transit, create seamless transitions to established residential neighborhoods. Innovative housing for all life stages – including backyard cottages, flats over garages, and duplexes – is integrated with traditional detached styles in lower density areas in North and South Rose Hill. The Lake Washington Institute of Technology has expanded its partnership role in the community, and provides campus housing that is affordable to its workforce and students. Other under-utilized institutional sites have incorporated housing as opportunities arise for redevelopment.*

*A thriving Rose Hill Business District along NE 85<sup>th</sup> Street provides employment, shopping, services, and transit-accessible housing for Kirkland residents and visitors throughout the region, allowing the community to easily access goods and services on-foot or by bike. Over time, the commercial corridor has become more mixed use and walkable, with apartments and condominiums over neighborhood shops, parking tucked away behind buildings, and pedestrian walkways providing access to the surrounding residential neighborhoods. A walkable, transit-oriented pedestrian ~~village~~ corridor (PC) has emerged around the NE 85<sup>th</sup> Street/ I-405 transit hub, transitioning from more automobile-centric uses to neighborhood-serving shops, offices, and residences. Generally, the west end of the Rose Hill Business District is more urban and activated, while the east end is more neighborhood-oriented. At the north end of the neighborhood, development and streetscape improvements along NE 116<sup>th</sup> St in the North Rose Hill Business District are complementary to the Totem Lake Business District and have transformed this gateway into a gathering place for northern Rose Hill.*

*The street network provides efficient and safe circulation. Arterials have been improved with transit and bike lanes. The NE 75<sup>th</sup> Street /128<sup>th</sup> Avenue Greenway, pedestrian crossings over I-405, the Eastside Powerline Corridor Trail, and other pedestrian and bike routes link residential areas with Lake Washington High School, elementary schools, transit stops, public facilities, commercial districts, adjacent neighborhoods and regional trails. Regional transit service connects Rose Hill activity centers and the surrounding community while a neighborhood circulator connects residential areas to the activity hubs and regional transit. These linkages increase mobility and encourage community connection.*

## 3. Historical Context (by Loita Hawkinson, Kirkland Heritage Society)

Rose Hill was envisioned by Kirkland namesake and founder, Peter Kirk, as the site for his Great Western Iron and Steel Mill, which would have made Kirkland the “Pittsburgh of the West”. The Lake Washington Ship Canal had been approved by Congress in 1888. The canal offered a direct route from Lake Washington to Elliott Bay and promised to open the shores of Lake Washington to industry. Kirk purchased a small lake, known as Forbes Lake, along with acreage from Dorr Forbes, an earlier settler who had originally purchased the land in hopes of growing cranberries. ~~But~~ Unfortunately (PC) beaver activity caused frequent flooding that destroyed the bog, providing an opportunity instead for Peter Kirk.

~~The lake was renamed Lake Kirkland and in the early 1970's reverted back to Forbes Lake in honor of Dorr Forbes. (KHS)~~

Peter Kirk's chief engineer and metallurgist, John G. Kellett, lived on Rose Hill in Workington, England, and is credited for naming Kirkland and Rose Hill in 1888.

In 1890, five teams cleared the land surrounding Forbes Lake and the steel mill was built, complete with foundry, bunkers, cooling ponds and railroad. Its sole purpose was to build rail for the world's railways. Then, in 1891, the newly elected congress repealed funding for the Lake Washington Ship Canal and the opening of the mill was halted. Attempts were made over the years to open the mill but by 1908, Kirkland's Foundering Fathers abandoned their plans. Much of the mill had already been salvaged for materials to use in other construction projects. With the railroad no longer needed, the rails were torn out and the original rail bed became what is now Slater Avenue.

In 1910, real estate partners Edmund Burke and Guy Farrar purchased much of Rose Hill. Forbes Lake was renamed Lake Kirkland. (KHS) A large two story school was built across from the mill site in 1911. Known as the Rose Hill School, it burned down in 1921 and was replaced in 1922 with a single story school. John G. Bartsch built the original school as well as the Kirk homes, the original Central School, the Shumway Mansion and many other iconic buildings of the time. The Shumway Mansion is the only known survivor. In 1954, Rose Hill Elementary was built to serve South Rose Hill children and in 1955, Mark Twain Elementary was added for the North Rose Hill families.

During the early Burke & Farrar era, the developers offered free day long excursions from Seattle to Kirkland. During this time, small parcels of land were offered with low monthly payments. Over time, Rose Hill was developed providing space for chickens, cows, and gardens. It was these small family farms that helped stock local grocery store shelves.

~~Forbes Lake~~Lake Kirkland (KHS), also known locally as Little Lake, was a favorite recreation area for Rose Hill and Kirkland families. Transportation was by foot, horse and wagon, automobiles and jitney, which was a form of shuttle service. The ferry dock in Kirkland was the gateway to Seattle. Many Rose Hill residents worked in Seattle. Lake Kirkland was renamed Forbes Lake in the 1970's in honor of its original owner, Dorr Forbes. (KHS)

The Kirkland Cemetery in the South Rose Hill neighborhood was incorporated in 1888 by Peter Kirk and several of Houghton's early settlers. The Macadam Road in South Rose Hill connected Kirkland to Redmond in 1912. It was the first paved road in King County and was known as "the blacktop".

Rose Hill has steadily transformed from a rural outlying area of King County to a suburban neighborhood in Kirkland. Annexation of portions of the North Rose Hill neighborhood from King County to the City of Kirkland started in 1970, with the annexation of the majority of the neighborhood in 1988. Even before annexation, Rose Hill was always seen as a neighborhood of Kirkland.

*Policy RH 1: Encourage preservation of structures, features and locations that reflect the neighborhood's heritage.*

*Policy RH 2: Provide markers and interpretive information at historic sites throughout Rose Hill.*

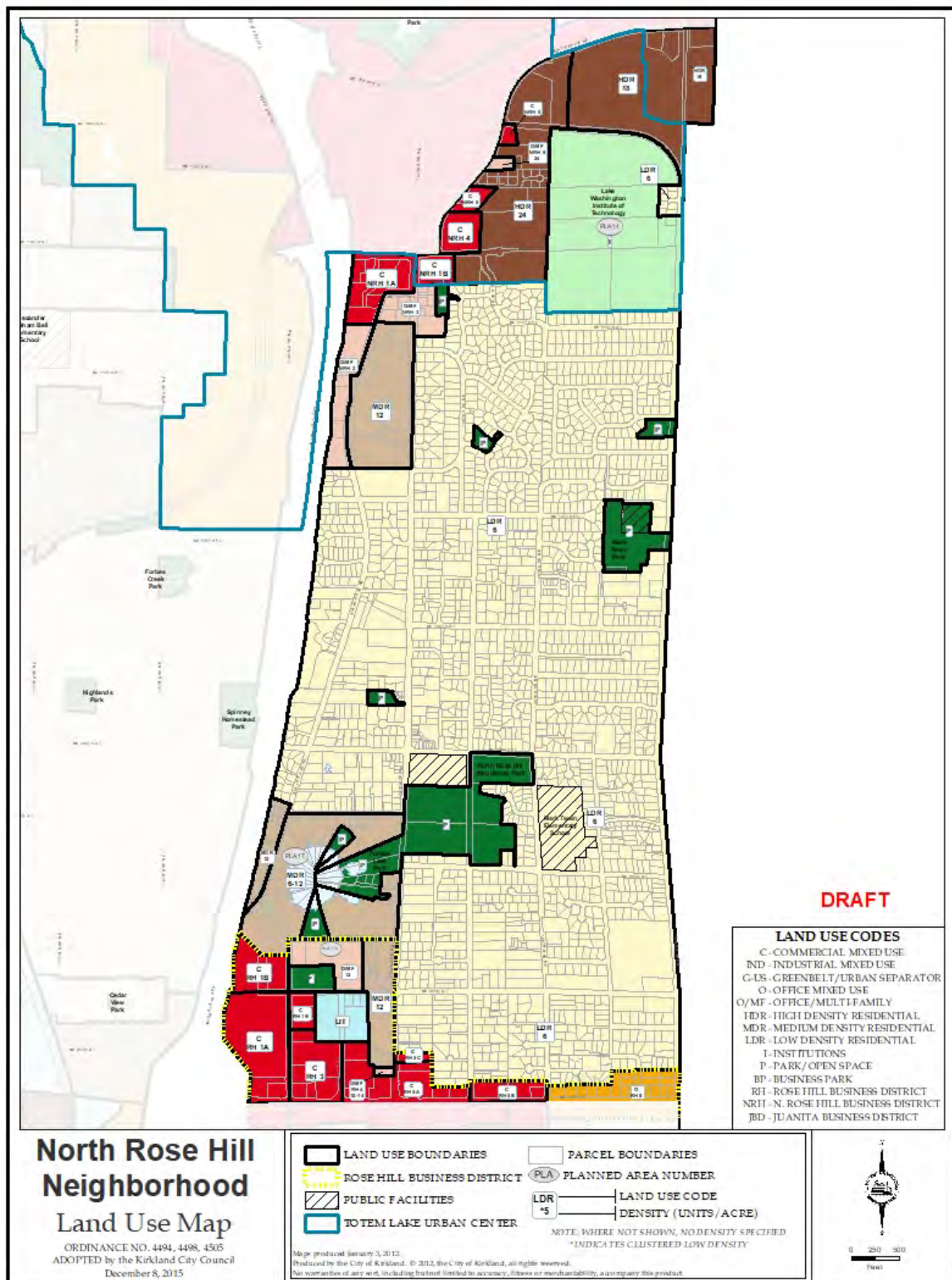
#### **4. Land Use**

A mix of land uses in Rose Hill support the neighborhood and the broader community. Regional and local commercial and mixed use residential/commercial development is focused in the two business districts (not including the portion of the Bridle Trails Neighborhood Center in Rose Hill) and other parts of the neighborhood, where transit is available within a 10 minute walk and residential density supports a range of goods and services serving the region and the neighborhood. Housing densities support the high

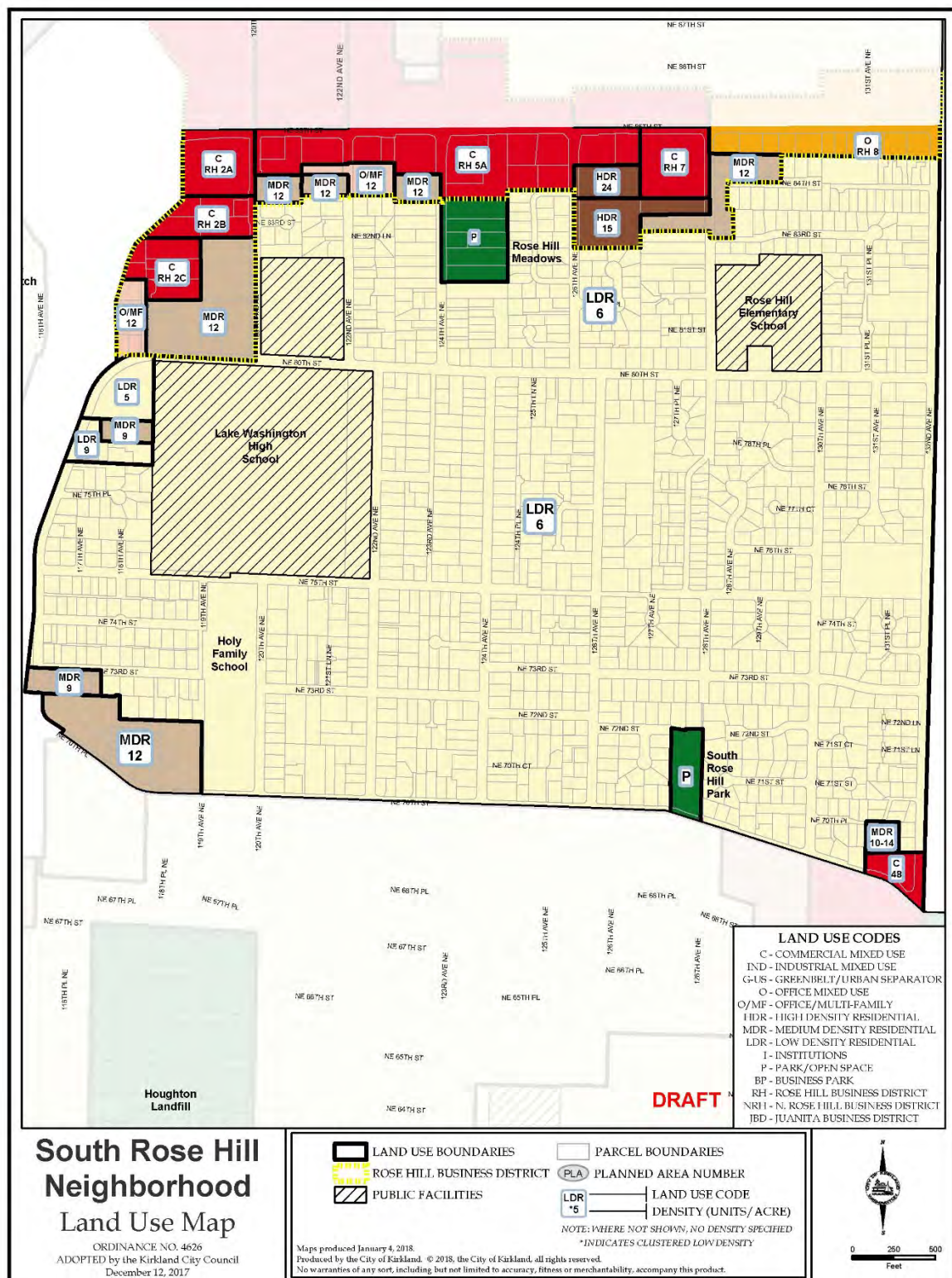
quality retail uses in the commercial districts, provide housing for Lake Washington Institute of Technology staff and students, and serve residents who wish to live near transit and jobs, while providing a transition to adjacent lower density residential areas. Development in lower density areas provides opportunities for housing choice through a broad range of housing styles and site planning approaches, while protecting the predominantly single family residential neighborhood character.



*Insert Revised Map- North Rose Hill Land Use Map Staff Note: the land use maps will be updated based on outcomes to the land use/zoning change requests:*



*Insert Revised Map- South Rose Hill Land Use Map Staff Note: the land use maps will be updated based on outcomes to the land use/zoning change requests:*





***Residential:***

In general, compact and higher-~~intensity-density~~ (PC) housing is accommodated where there is transit and services to support it, such as around the Rose Hill Business District, near Totem Lake, at focused locations between the commercial districts, and around Forbes Lake. The intent of the policies below is to accommodate infill housing in a way that is sensitive to the look and feel of existing neighborhoods.

*Policy RH 3: Retain the residential character of the neighborhood while accommodating new and innovative compact housing opportunities to serve a diverse population.*

The predominant housing style in the neighborhood is the traditional detached single-family home. Compact housing styles and techniques, such as cottage, carriage and two/three unit homes, accessory dwelling units, clustered and small lot single-family housing are among other appropriate lower density housing types.

Housing prices throughout the City and region require strategies to promote lower cost housing. The provision of housing options for a wide spectrum of income levels, household sizes, and lifestyles are important values to support and encourage.

*Policy RH 4: Encourage ADUs in all new and existing single family development to expand the supply of affordable-by-design housing.*

*Policy RH 5: Incentivize compact housing within areas that are in close proximity to neighborhood centers (i.e., multi-unit or clustered housing types compatible in scale with single-family homes that help meet the growing demand for walkable urban living).*

*Policy RH 6: Incorporate building height and scale transitions and vegetative buffers between multifamily and detached single family homes to ensure compatibility with existing neighborhood character.*

Multifamily standards for building location and design will help address: building placement on the site, clustering, open space preservation, building scale in proportion with the lot and with the surrounding neighborhood, preservation and protection of existing vegetation, wetlands and streams, and integration with more traditional detached single-family homes.

**Planned Area 17**

Forbes Lake is designated as a Planned Area to address the unique development constraints associated with the lake and surrounding wetland and stream systems. Most property adjoining the lake is privately owned, with the exception of Forbes Lake Park.

*Policy RH 8: Locate and design new development to protect and restore the natural areas of Forbes Lake, Forbes Creek, and associated wetlands, while providing opportunities for a variety of housing styles and public access to the Lake.*



### ***Commercial:***

Besides the two major commercial and mixed use areas in Rose Hill, the North Rose Hill Business District and Rose Hill Business District, there is a small area of limited neighborhood commercial uses located at the south east corner of Rose Hill across the street from the Bridle Trails shopping center. The intent of the policies below is to make these existing commercial centers more vibrant, locally-serving, and walkable, and to connect them better with surrounding residential neighborhoods.

*Policy RH 7: Focus commercial and mixed use development in the following locations:*

- In established portions of the North Rose Hill Business District ;
- In the NE 85<sup>th</sup> Street corridor, close to existing or planned high capacity transit, utilizing both the new Sound Transit I-405 Bus Rapid Transit Station at the NE 85<sup>th</sup> Street/ I-405 freeway interchange and future business access and transit (BAT) lanes along NE 85th Street as a catalyst for expanded transit oriented development in the Rose Hill Business District ; and
- Within the existing boundaries of the small commercial node that is across the street from the Bridle Trails Shopping Center in South Rose Hill.

*Policy RH 8: Provide seamless transitions between commercial districts and lower density areas in Rose Hill, by promoting a hierarchy of commercial uses from larger footprint regional uses, closer to the freeway interchanges, to more local serving neighborhood services near the residential core.*

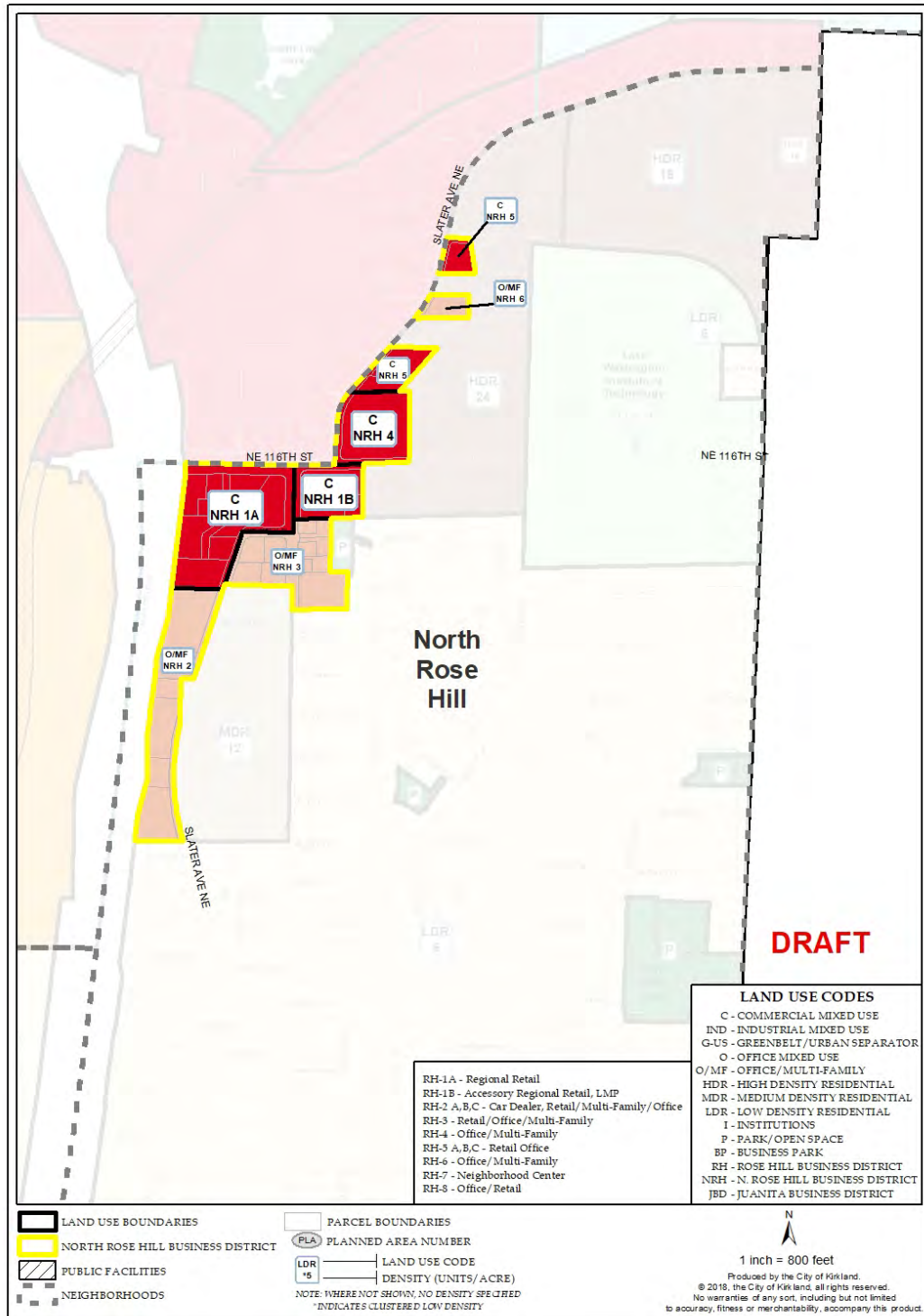
*Policy RH 9: Conduct design review for commercial, multifamily, and mixed-use development to create attractive business districts, consistent with the pedestrian and transit oriented uses envisioned, (PC) using applicable design guidelines and design regulations.*

### **North Rose Hill Business District**

The boundaries of the North Rose Hill Business District are shown in Figure RH - \_ below. It is situated along the south side of NE 116<sup>th</sup> Street and serves as the major entranceway to the north end of the Rose Hill Neighborhood and the south end of the Totem Lake Business District. As a result of its proximity to the freeway, more regionally focused goods and services suited to the highway commuter and mixed housing are promoted west of 124<sup>th</sup> Avenue NE, mirroring redevelopment in the portion of the Totem Lake Business District located to the north across NE 116<sup>th</sup> street, while the remainder of the district has a local neighborhood commercial focus.

The land use districts and corresponding zoning designations describe the appropriate types and intensity of commercial and residential uses, with the most intensive commercial development adjacent to NE 116<sup>th</sup> Street, west of 124<sup>th</sup> Avenue NE. Similarly, building height is greatest along NE 116<sup>th</sup> Street, and scales down heading north and south along Slater Avenue NE, with increased height allowed as an incentive to develop housing.

*Insert New Map- North Rose Hill Business District (Staff Note: No changes to boundaries)*



**Figure RH-8: North Rose Hill Business District**

*Policy RH 10: Actively promote the transition of the North Rose Hill Business District into an active, walkable, transit-supportive mixed use environment with a variety of housing types, including housing affordable to students.*

*Policy RH 11: Ensure that the type of commercial uses allowed in the North Rose Hill Business District are compatible with its mixed use residential/commercial focus.*

*Policy RH 12: Promote increased residential capacity in the North Rose Hill Business District with increased height allowances.*

*Policy RH 13: Ensure that public improvements and private development provide coordinated streetscape improvements along NE 116<sup>th</sup> Street that contribute to a sense of neighborhood identity and enhanced visual quality.*

*Policy RH 14: With private development or through public investment, either in combination with private development, through land acquisition, or as part of a street improvement project, install a neighborhood gateway sign and landscaping or other features near the intersection of 124<sup>th</sup> Avenue NE and NE 116<sup>th</sup> Street*

*Policy RH 15: Address transition impacts and protect nearby residential areas with landscaping, site and building design requirements in the North Rose Hill Business District.*

*Policy RH 16: Create a regional commercial destination at the I-405 interchange in NRH 1A, complementary to the Totem Lake Business District, serving community-wide or regional markets.*

*Policy RH 17: Create a walkable mixed use neighborhood destination in NRH 1B providing housing, goods, services, and gathering spaces for neighborhood residents complementary to the multifamily areas to the east and mixed use office residential area to the south.*

*Policy RH 18 Promote the conversion of existing wholesale and manufacturing businesses to mixed use commercial/multifamily development in NRH 4 by allowing increased height when redeveloped with housing.*

*Policy RH 19: Encourage high density residential or mixed use office multifamily in NRH 5. Allow retail uses related to vehicle sales and storage in recognition of the proximity to similar uses directly to the west. Commercial uses should be designed to be compatible with neighboring residential uses, with substantial buffers and limits on amplified speakers and lighting.*

### **Rose Hill Business District**

The boundaries of the Rose Hill Business District (are shown on RH Figure \_\_ and extend along the NE 85<sup>th</sup> Street corridor from I-405 on the west to 132nd Avenue NE (the Kirkland City limits and common boundary with the City of Redmond) on the east.

NE 85<sup>th</sup> Street is recognized as both a commercial area and transportation corridor serving regional and local users. The intersection of NE 85<sup>th</sup> Street and Interstate 405 is being redeveloped in conjunction with Sound Transit and the Washington State Department of Transportation to create a regional bus rapid transit system with dramatically improved transit, vehicle, pedestrian, and bicycle connectivity. The western portion of the District (nearest I-405) features major regional retail uses, and several automobile dealerships. From I-405 east to the Kirkland city limits, the commercial area generally narrows north to south and generally become less intensively developed. Other land uses in the area include retail stores, offices, and business parks, single-family homes, and multifamily housing.

Visually, the Rose Hill Business District is characterized by a variety of older strip commercial development, some newer buildings and, particularly at the east end of the Subarea, some former single-

family residential structures converted to commercial use. Most of these retail and commercial buildings include little or no landscaping, and little in the way of pedestrian access.

### Vision for the District

Over time, the Rose Hill Business District is envisioned to be an attractive, vibrant, transit-oriented mixed use commercial area combining housing, regional and local retailers. Large retailers continue to dominate the western half of the business district. Generally, the land uses are more intensive on the west end of the District (near the Bus Rapid Transit station and freeway) and less intensive (more neighborhood oriented) on the east end. The zoning has maintained the line between single-family residential areas, multifamily residential areas, and adjacent office/retail/commercial areas.

NE 85th Street itself continues to serve as a primary transportation link between Kirkland, Redmond, and the reconfigured I-405/NE 85th Street interchange with a Sound Transit station. Modifications to NE 85th Street have improved its ability to be used by pedestrians and transit, while maintaining or slightly increasing its capacity for vehicles. Steps also have been taken to minimize "cut-through" traffic and other traffic impacts in the residential areas north and south of the business district.

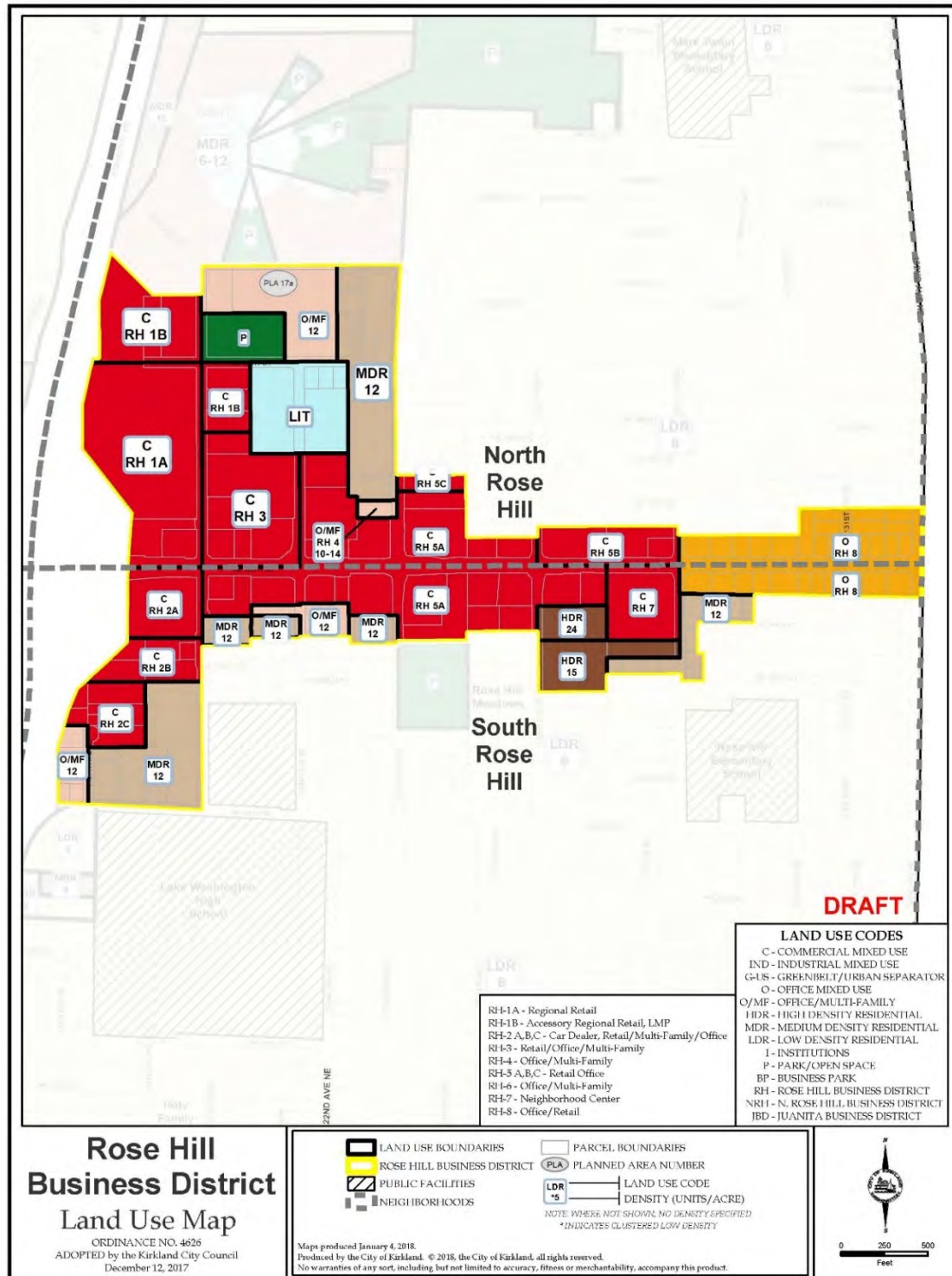
The appearance of the district, as it has evolved, has benefited from a coordinated effort by the City, business owners and property owners to improve the image of the area. As properties redevelop architectural and landscape design standards for new or remodeled retail, commercial and multifamily residential buildings have improved the appearance of the district. These standards require ample landscaping or other techniques to ease the transition between different adjacent land uses. These standards also generally require new commercial or mixed-use buildings to be oriented to the sidewalks (with parking behind or to the side), and promote neighborhood character with coordinated signage and less of a "strip mall" feel.

Land Use (Staff Note: this section has been reorganized. Commercial policies go before residential and all transportation policies are combined in the Transportation section at the end of the Plan. .

### Commercial

The Rose Hill Business District including all the land along NE 85th Street itself, is designated for commercial (retail, office, and service), office, light industry/office area, or mixed commercial and multifamily uses (see RH Figure \_\_\_\_). The west end is the regional center portion of the District (nearest I-405). It includes several large freeway-oriented businesses with community-wide or regional markets, and several automobile dealerships. A light industry/office area includes technology, manufacturing and wholesale enterprises. The central neighborhood center and east end portions of the District also includes smaller retail stores and services with more local markets. In addition to the car dealers, there are a number of auto-oriented stores and services (gas stations, car washes, tire stores, etc.). The District includes a small but growing amount of office space, particularly in the blocks between 120th and 124th Avenues NE.

***Insert Revised Map-** Rose Hill Business District (Staff Note: Revised map changed subarea boundary to Design District Boundary and will be updated based on outcomes to the land use/zoning change requests)*





The following policies recognize the economic significance to the City of the major regional retail uses located in the Rose Hill Business District, the importance of transit-oriented development, and enhance the area's commercial viability while minimizing impacts on adjacent residential neighborhoods to the north, south and east. The land use districts in RH Figure \_ and corresponding zoning designations describe the appropriate types and intensities of commercial uses, with the most intensive development adjacent to the NE 85th Street/I-405 interchange and Bus Rapid Transit, and a scaling down of development to the north, south and east.

Policies and zoning regulations encourage smaller-footprint neighborhood-serving businesses along NE 85<sup>th</sup> Street and integrated with major retail uses in the interchange area (PC). New and remodeled commercial development is subject to appropriate architectural and site design standards in order to improve the appearance of the commercial area, and to assure appropriate transition and buffering between the commercial area and adjacent residential areas. Commercial development should not be permitted to spread beyond the existing Rose Hill Business District into adjacent residential areas.

*Policy RH 20: Enhance the commercial viability of the Rose Hill Business District, while minimizing impacts on adjacent residential neighborhoods to the north, south and east.*

*Policy RH 21: Recognize the economic significance to the City of the major retail uses located in the Rose Hill Business District, and cooperate with these business owners to help assure their continued viability, consistent with the other goals and policies of this District.*

*Policy RH 22: Promote vibrant walkable employment destinations and affordable housing near the future Sound Transit Bus Rapid Transit Station near the I-405/NE 85<sup>th</sup> ST Interchange.*

*Policy RH 23: Utilize zoning incentives or other techniques to encourage commercial redevelopment in the District that will foster the 10 minute neighborhood concept.*

#### Regional Center Policies

*Policy 24: Establish the parameters of future transit-oriented redevelopment in RH 1, 2 and 3 in a Transit Station Area Plan that coordinates land use, transportation, economics and urban design elements in partnership with Sound Transit, King County Metro, and WSDOT. The initial stages of the Transit Station Area Plan should establish the full boundaries of the station area to fully integrate the station with the surrounding land uses.*

*Policy RH 25: Until the Transit Station Area Plan is adopted, the regional retail nature of this portion of the District should be preserved in order to provide regional shops and services in addition to generating sales tax revenue that is important to fund necessary City services.*

*Policy RH 26: In RH 1A preserve the large regional retailer.*

*Policy RH 27: In RH 1B limit new development in recognition of wetland and stream constraints on these properties and observe the applicable critical area regulations.*

*Policy 28: In RH 2A, B and C, require retail uses (including car dealer), and permit office and/or residential uses. Require retail use to be the predominant ground level use and discourage extensive surface parking lots. Encourage consolidation of properties into a coordinated site design however, discourage large, singular retail or wholesale uses through establishment of a size limitation that, in recognition of convenient access to I-405, may be greater than in the rest of the District.*

Other site design considerations include the following:

- Allow a range of building height four to five stories if offices above retail or a maximum of six stories if residential above retail. Additional height may be allowed to encourage a variety of roof forms and roof top amenities. Step back upper stories from NE 85th Street. Three stories on the south of NE 85th ST is appropriate where buildings are adjacent to existing residences.
- Limit the total floor area, separate the buildings and include ample building modulation to create open space within and around the development.
- In order to prevent commercial access to and from 118<sup>th</sup> Avenue NE, limit vehicular access to NE 85th Street and 120th Avenue NE. Allow office and residential uses and emergency vehicles to access from 118<sup>th</sup> Avenue NE.
- Encourage underground or structured parking (discourage large ground level parking lots).
- Limit the impacts of new signs to residents across 120th Avenue NE.

*Policy RH 29: In RH 3 require consolidated mixed use transit oriented development with ground level retail and pedestrian amenities. Allow a range of building height from four to a maximum of six stories, with increased height on the northern portion of site where the ground elevation is lower. Additional height may be allowed to encourage a variety of roof forms and roof top amenities. Emphasize transit access to the Transit Station at the freeway interchange, and include connections between 120<sup>th</sup> and 122<sup>nd</sup> Avenues NE. Limit vehicular access points onto NE 85<sup>th</sup> Street. - (this is for Madison Development)*

#### Neighborhood Center Policies

*Policy RH 30: In the core portion of the Rose Hill Business District, between 124<sup>th</sup> and 128<sup>th</sup> Avenue NE, allow general commercial uses subject to district-wide design guidelines including the following standards:*

- Limit the number of driveways on NE 85th Street, and encourage existing development to consolidate driveways and curb cuts. In addition, observe the following transition standards:
- Set vehicular access points located on north-south side streets back from adjacent residential properties as much as possible without creating problems for traffic turning to and from NE 85th Street.
- Locate a heavily landscaped buffer strip along any boundary with residential properties or along streets separating commercial development from residential properties.
- Retain existing significant trees and vegetation within the buffer. Preclude this landscaped area from further development by the creation of a greenbelt protective easement.
- Keep sources of noise and light to a minimum and directed away from adjacent residential properties.
- ~~In RH 5B east of 126<sup>th</sup> Avenue NE, restrict permitted uses to those that generate limited noise, light and glare, odor and traffic impacts. Examples of uses that would be appropriate in this area include medical/dental offices, insurance offices, dry cleaners and coffee shops.~~
- ~~In RH 5B west of 126<sup>th</sup> Avenue NE, in addition to the land use restrictions listed above for RH 5B, limit development to medium density residential on properties adjoining low density development, and on lots that do not abut NE 85th Street or are not consolidated with lots abutting NE 85th Street. —(this is for Jin Rezone) (PC)~~

#### East End Policies

*Policy RH 31: In the east end of the Rose Hill Business District in RH-8, allow a range of less intensive office, neighborhood retail, and neighborhood service uses on both sides of NE 85th Street from 128th Avenue NE to 132nd Avenue NE with the following types of businesses and site design considerations:*

- Limit permitted uses to those that generate limited noise, light and glare, odor, and traffic impacts. Examples of uses that would be appropriate in this area include medical/dental offices, insurance offices, dry cleaners, and coffee shops



- Encourage property owners to aggregate their properties to allow more efficient redevelopment with fewer access points onto NE 85th Street, by providing incentives including increased building heights up to three stories with decreased front setbacks.
- Encourage new buildings to be located at the front of the lots, with parking underneath, at the rear of buildings, or between adjacent buildings. Encourage mixed-use buildings to have residential units on upper levels. Discourage single-story retail buildings.
  - For lots that do not abut NE 85th Street or are not consolidated with lots abutting NE 85th Street, development should be limited to low density residential. Where properties are isolated by commercial or multifamily development, this policy does not apply.
- To minimize curb cuts on 131st and 132nd Avenues NE, combined access to provide a connection between 131st and 132nd Avenues NE should be required when properties abutting NE 85th Street are aggregated with lots not abutting NE 85th Street.
- Limit height of commercial or mixed use commercial and multifamily development to a maximum of 30 feet next to low density residential development.

#### *General Policies*

*Policy RH 32: Upgrade public infrastructure to support commercial redevelopment in the District.*

*Policy RH 33: Expand on already-completed streetscape improvements throughout the Business District that enable pedestrians, drivers, bicyclists, and other users to have a safe, pleasant experience.*

*Policy RH 34: Coordinate with King County, Sound Transit and WSDOT to provide additional pedestrian amenities at transit stops.*

*Policy RH 35 Install a neighborhood sign and landscape entry feature on NE 85th Street, just west of 132nd Avenue NE.*

*Policy RH 36: Continue to work closely with business and property owners in the Rose Hill Business District, and business groups which represent them, to improve and upgrade the appearance of the District.*

*Policy RH 37: To the extent authorized by law, require the removal of billboards.*

*Policy RH 38: Underground the remainder of overhead utility lines along the NE 85<sup>th</sup> Street frontage with redevelopment, to improve public views to the west and the attractiveness of the commercial district.*

#### Residential

Along the north and south boundaries of the Rose Hill Business District, are areas designated for, and developed as, residential use. There are several areas designated for multifamily residential (medium-density, up to 12 units per acre, and high density, between 12 and 24 units per acre) development south of NE 85th Street, and one area to the north. (These designations are shown on See-Figure RH\_, Rose Hill Business District Land Use.)

*Policy RH 39: ~~On the perimeter of the~~ Within the Rose Hill Business District, along its perimeter (see Figure RH \_), medium density multifamily residential uses at a density of 12 units per acre are an appropriate transition from commercial and mixed use to the low density residential areas to the north and south. Allow a greater density if affordable housing is a component of the development. ~~(this is for Morgan-Rezone to RM 3.6) (PC)~~*

With the exception of these multifamily areas, the business districts, schools, and the Kirkland Cemetery, most areas of the neighborhood are designated for and developed in single-family (low density residential) use.

*Policy RH 40: Maintain low-density residential housing as the primary land use in the single family areas surrounding the Rose Hill Business District and promote new lower scale affordable by design low density housing types nearby.*

### **Northern Periphery of Bridle Trails Neighborhood Center**

The northwest corner of NE 70th Street and 132nd Avenue NE contains a small-scale neighborhood commercial development across the street from the Bridle Trails Neighborhood Center. Residential densities in this area should be supportive of high-quality retail uses in the shopping center.

*Policy RH 41: Commercial development should be complementary to the Bridle Trails Neighborhood Center and should not extend into the surrounding low-density residential area.*

*Policy RH 42: Attractive neighborhood oriented shops and services should be substantially buffered from nearby low-density residential uses, while allowing for good pedestrian connections.*

*Policy RH 43: Install a neighborhood gateway sign and landscaping or other features that provide a positive first impression of the neighborhood near the intersection of NE 70th Street and 132nd Avenue NE.*

### **Institutions**

Lake Washington High School, Rose Hill and Mark Twain Elementary Schools, Lake Washington Institute of Technology, and various religious institutions, are located in Rose Hill.

### **Public – Planned Area 14 Lake Washington Institute of Technology**

LWIT is a major public higher education institution serving the region. Located on about 55 acres, the institute is surrounded by residential development. The west side of the site is a heavily wooded steep slope area that provides a visual buffer separating the institute and the remainder of the Totem Lake Urban Center located in Rose Hill. Protected with a greenbelt easement, the hillside also contains a watercourse and functions as a wildlife corridor in an area experiencing residential infill development.

*Policy RH 44: Recognize and promote the role the Institute of Technology plays in the Rose Hill neighborhood, the wider Kirkland community and in the region.*

*Policy RH 45: Seek partnership opportunities between LWIT and the City on educational, technical, recreational, and social service initiatives.*

*Policy RH 46: Encourage LWIT to continue to provide community meeting facilities for the neighborhood and the City.*

*Policy RH 47: Actively promote the expansion of the LWIT into an active, walkable, transit-supportive campus environment with housing affordable to students and staff and allow future housing partnerships ~~with for public or private entities employees.~~*

*Policy RH 48: Ensure that any Institute of Technology expansion is compatible with the surrounding residential neighborhood and protects the natural greenbelt easement on the western slope. Expansion should prioritize the redevelopment potential of existing surface parking areas. If necessary, allow additional height in lieu of expansion into the greenbelt easement. Allow limited encroachment into the greenbelt easement if sufficient development potential cannot be achieved in the already-developed area, subject to environmental assessment. (PC) (This is for LWIT)*

*Policy RH 49: Provide public review of major expansion of the institute. Mitigation may be required for impacts of the proposed expansion and, where feasible, the existing use, including correcting parking lot design and landscaping deficiencies.*

*Policy RH 50: Encourage LWIT to provide bike and pedestrian connections between the surrounding residential areas and the campus. Connect 132nd Avenue NE on the east side of the campus to Slater Avenue NE to the west, and connect the campus to NE 113<sup>th</sup> Place at the southwest corner. See Figure RH\_ (Rose Hill Pedestrian System Map)*

*Policy RH 51: Allow no additional driveway access to 132nd Avenue NE to maintain traffic flow and safety on the arterial.*

### **Private – Churchhome Church**

This approximately 10 acre site is surrounded by single family housing. Upon redevelopment, an opportunity exists to redesign the parking lot covering the majority of the property to improve the appearance of the site.

*Policy RH 52: Ensure that any future church expansion or redevelopment of the site is compatible with the surrounding residential community.*

*Policy RH 53: Provide public review of redevelopment or expansion of the church. Mitigate impacts from the proposed expansion and, where feasible, the existing use. Correct parking lot design and landscaping deficiencies.*

*Policy RH 54: Encourage housing with an emphasis on affordable housing, as a part of any future church redevelopment at this site.*

## **5. Environment**

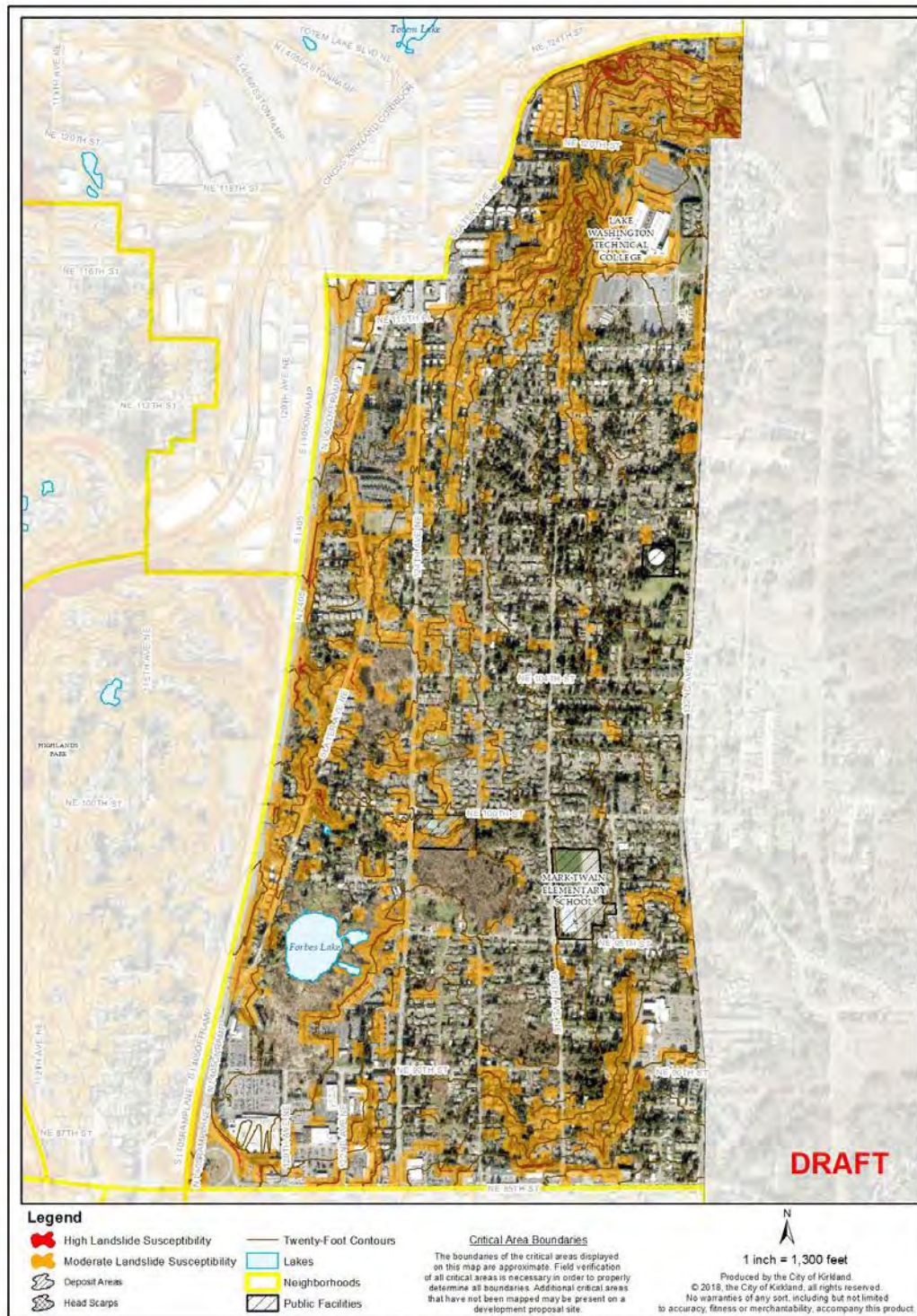
The Rose Hill Neighborhood contains significant wetland areas, Forbes Lake, and tributaries and the headwaters of Forbes Creek that eventually feed into Lake Washington. Together these critical areas constitute a valuable natural drainage system that is an integral part of managing the City's surface water by storing and conveying storm and flood water. These natural features also help maintain water quality, recharge groundwater, provide wildlife and fish habitat, and provide open space and aesthetic enjoyment.

Several areas of high and moderate landslide susceptibility and areas prone to liquefaction in a seismic event are located in the neighborhood, which require a geotechnical study with development.

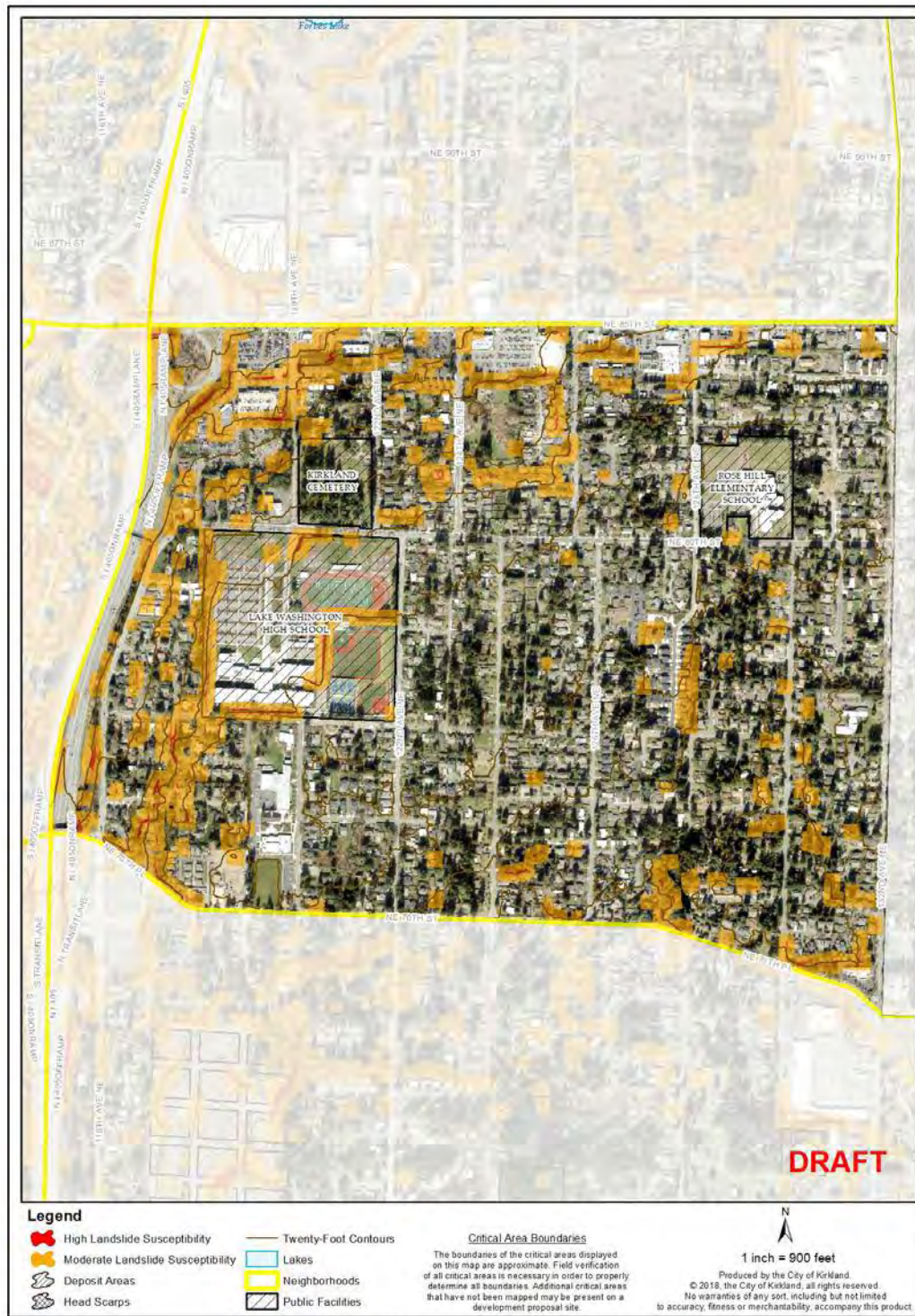
The significant stands of native trees and native vegetation on hillsides, along stream banks and in wetland areas in Rose Hill provide opportunities for wildlife corridors and will help meet the City's urban forest goal to provide an overall 40% tree canopy coverage.

Environmental policies in Rose Hill strive to protect and enhance natural environmental quality and natural amenity and function, to avoid potential environmental hazards, and to utilize sustainable management practices.

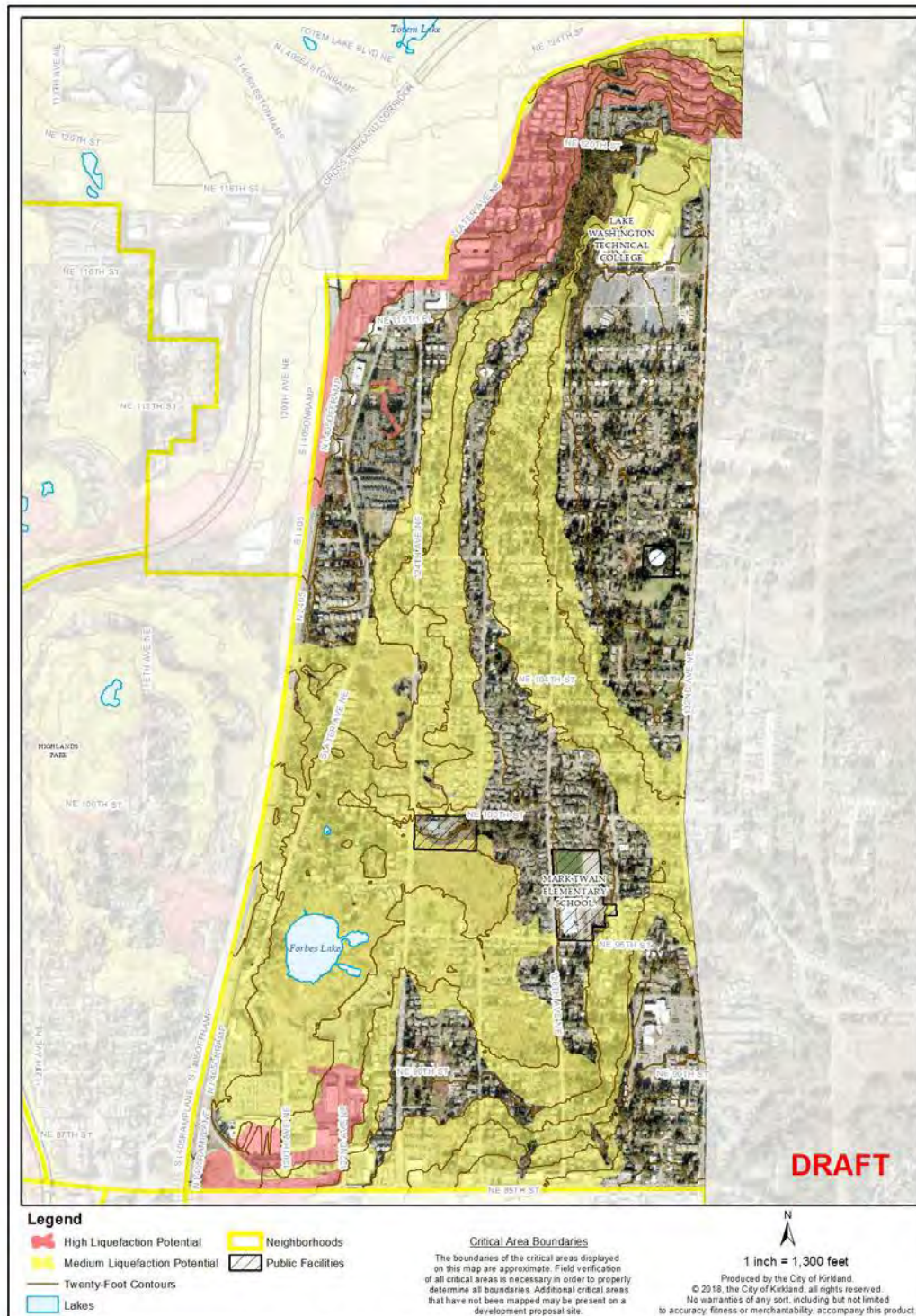
The following maps show critical areas within the Rose Hill Neighborhood. See the Natural Environment Element for more information on wetlands, streams, and associated buffers as well as landslide and seismic hazard areas, trees and wildlife. The Kirkland Zoning Code regulates tree removal and development in critical areas.

*Insert Revised Map- North Rose Hill Landslide Susceptibility***North Rose Hill Landslide Susceptibility**

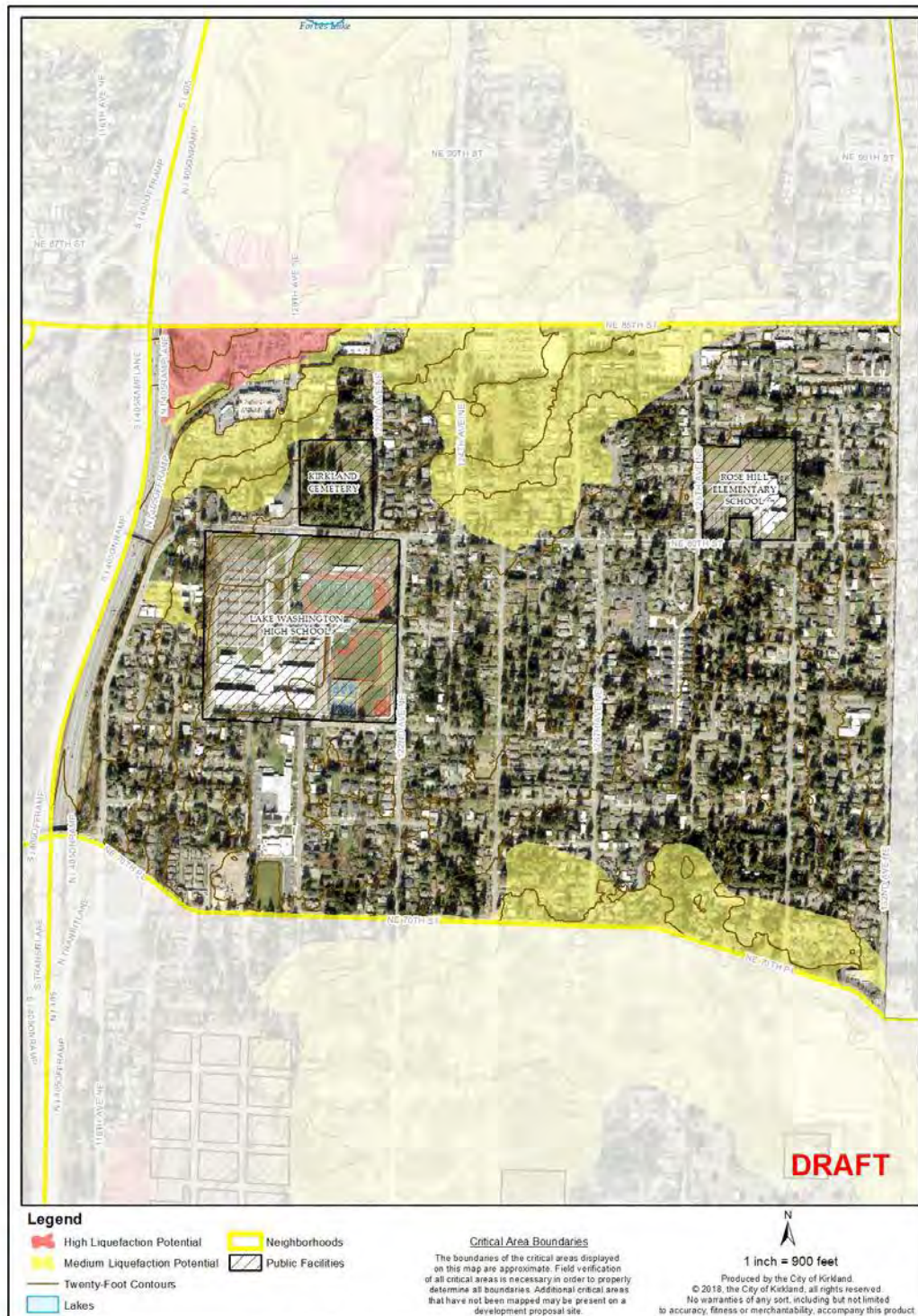


*Insert Revised Map- South Rose Hill Landslide Susceptibility***South Rose Hill Landslide Susceptibility**



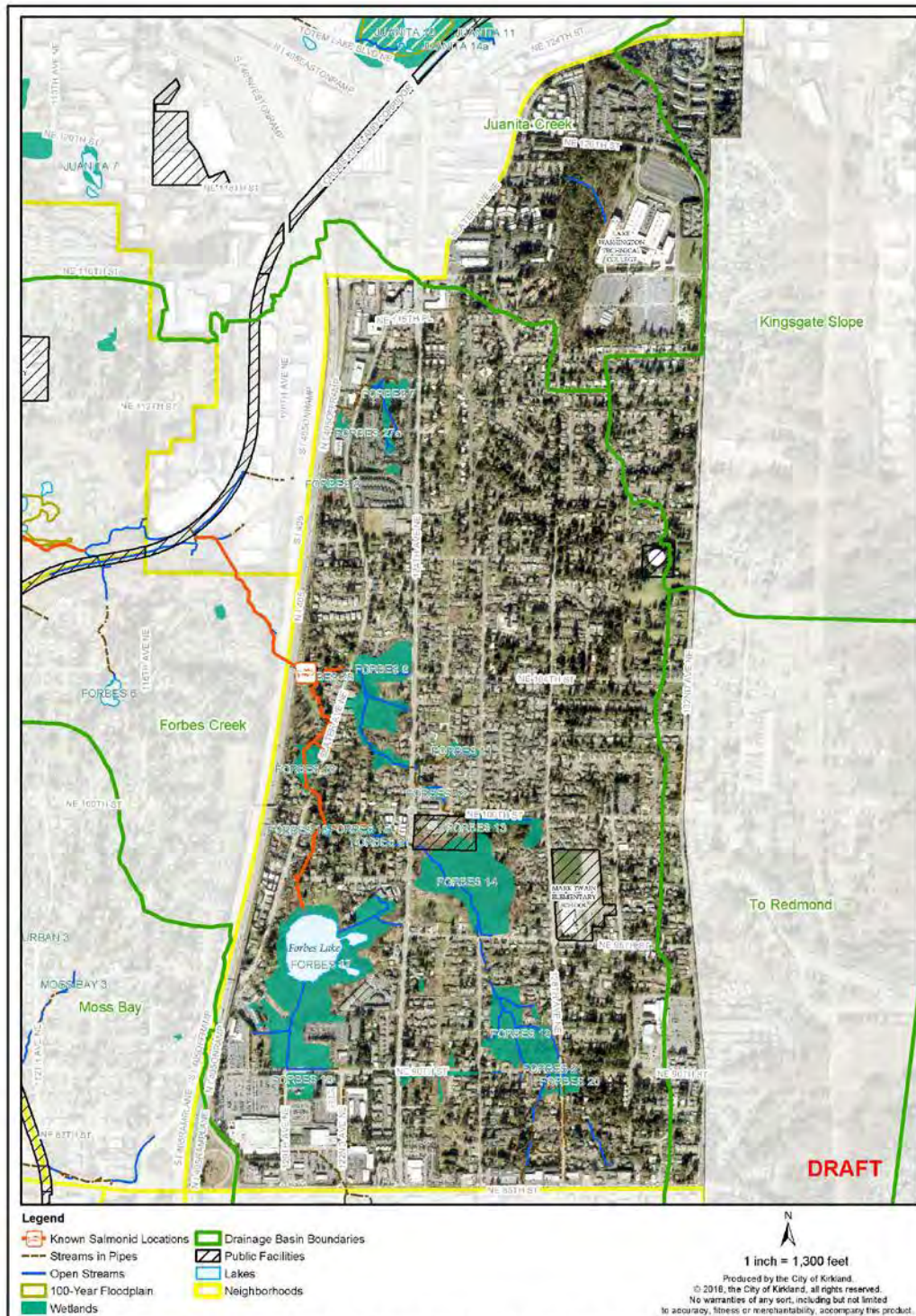
*Insert Revised Map- North Rose Hill Liquefaction Potential***North Rose Hill Liquefaction Potential**



*Insert Revised Map- South Rose Hill Liquefaction Potential***South Rose Hill Liquefaction Potential**



*Insert revised Map- North Rose Hill Wetlands, Streams, and Lakes*



**Figure NRH-1: North Rose Hill Wetlands, Streams, and Lakes**



*Insert revised Map- South Rose Hill Wetlands, Streams, and Lakes*



**Figure SRH-1: South Rose Hill Wetlands, Streams, and Lakes**

*Policy RH 55: Investigate water quality and Forbes Lake flooding/levels and develop projects and programs and provide funding to address identified problems.*

~~Property owners adjoining Forbes Lake are concerned that lake~~lake level fluctuations on property adjoining Forbes Lake contribute to ~~infiltration-inundation~~ of drain fields and basement flooding. Lake level fluctuations may be caused by both the timing and amount of water entering the lake, or by blockages in the channel downstream of the lake. Ongoing monitoring by community volunteers and by the City quantify lake level fluctuations and test water quality. Current development practices reduce the potential for flooding by restricting placement of new improvements within critical area buffers, requiring that development projects meeting certain thresholds to control the quantity and quality of storm water flows, and eliminating septic system failures by requiring connection to the sanitary sewer system. If lake level fluctuations are being caused by inflows to the lake, consider opportunities to reduce flows through storm water detention. Such projects would be prioritized based on identified need in the Surface Water Master Plan. Much of the downstream channel is on private property ~~—the community may wish to communicate with downstream property owners about the impacts of channel blockages on the lake, and to encourage where property~~ owners are encouraged to seek permits for and implement projects to clear the channel of debris and beaver dams. (PC)

*Policy RH 56: Protect notable trees and groves of trees.*

While a municipal heritage or notable tree program is not currently in place, the neighborhood supports voluntary efforts to encourage preservation of heritage trees and significant groves. Heritage trees are set apart from other trees by specific criteria such as outstanding age, size, and unique species, being one of a kind or very rare, an association with or contribution to a historical structure or district, or association with a noted person or historical event.

*Policy RH 57: Encourage creation of backyard sanctuaries for wildlife habitat in upland areas.*

People living in the neighborhood have opportunities to attract wildlife and improve wildlife habitat on their private property. These areas provide food, water, shelter, and space for wildlife. The City, the State of Washington Department of Fish and Wildlife, and other organizations and agencies experienced in wildlife habitat restoration can provide assistance and help organize volunteer projects.

## 6. Parks/Open Space

Rose Hill contains a number of public parks and open space areas - Forbes Lake Park, North Rose Hill Woodlands Park, and Mark Twain Park in North Rose Hill, and South Rose Hill Park and Rose Hill Meadows in South Rose Hill. Maintaining and improving existing parks and open space, acquiring new parkland where deficiencies exist, seeking opportunities to improve connectivity to parks, and developing off street trails for recreational use that connect activity nodes and neighborhoods will further improve the quality of life in the neighborhood.

The land use map shows parks within the Rose Hill Neighborhood. See the Park and Open Space Element for more information on Parks and Open Space.

*Policy RH 58: Prioritize acquisition of new neighborhood parkland in the northern portion of the North Rose Hill neighborhood and in the western portion of the South Rose Hill neighborhood where park level of service is deficient as noted in the Park, Recreation and Open Space (PROS) Plan.*

*Policy RH 59: Improve public pedestrian or visual access to Forbes Lake at Forbes Lake Park.*

*Policy RH 60: Provide public pedestrian access easements across properties abutting Forbes Lake Park when development, redevelopment, or platting occurs to improve access to the park.*

*Policy RH 61: Complete the regional Eastside Powerline Corridor trail, connecting to the Bridle Trails and Totem Lake Business District within the Seattle City Light Power Line Easement.*

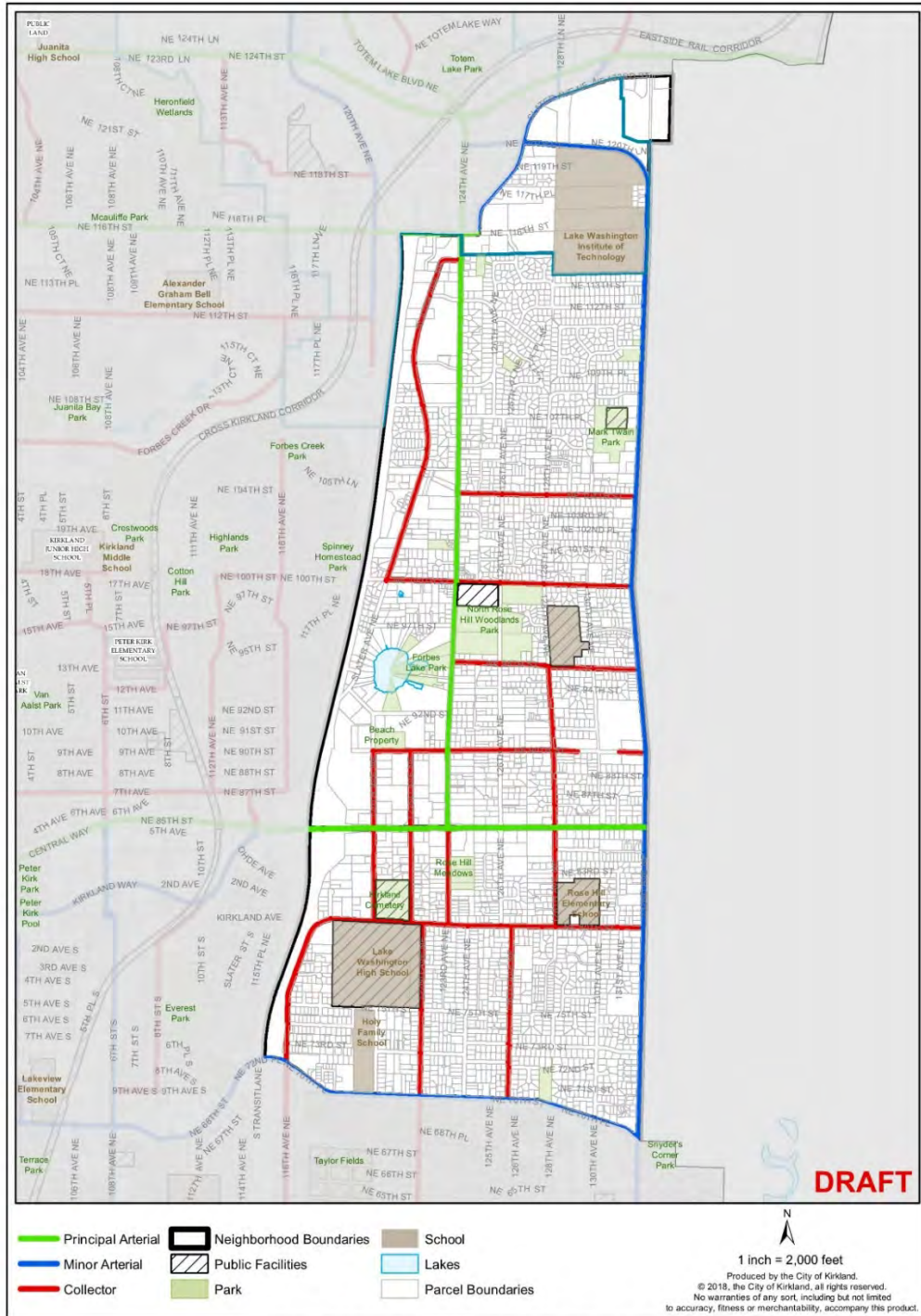
*Policy RH 62: Develop the Bay to Valley trail through North Rose Hill via Woodlands Park, connecting Juanita Bay with the Sammamish Valley.*

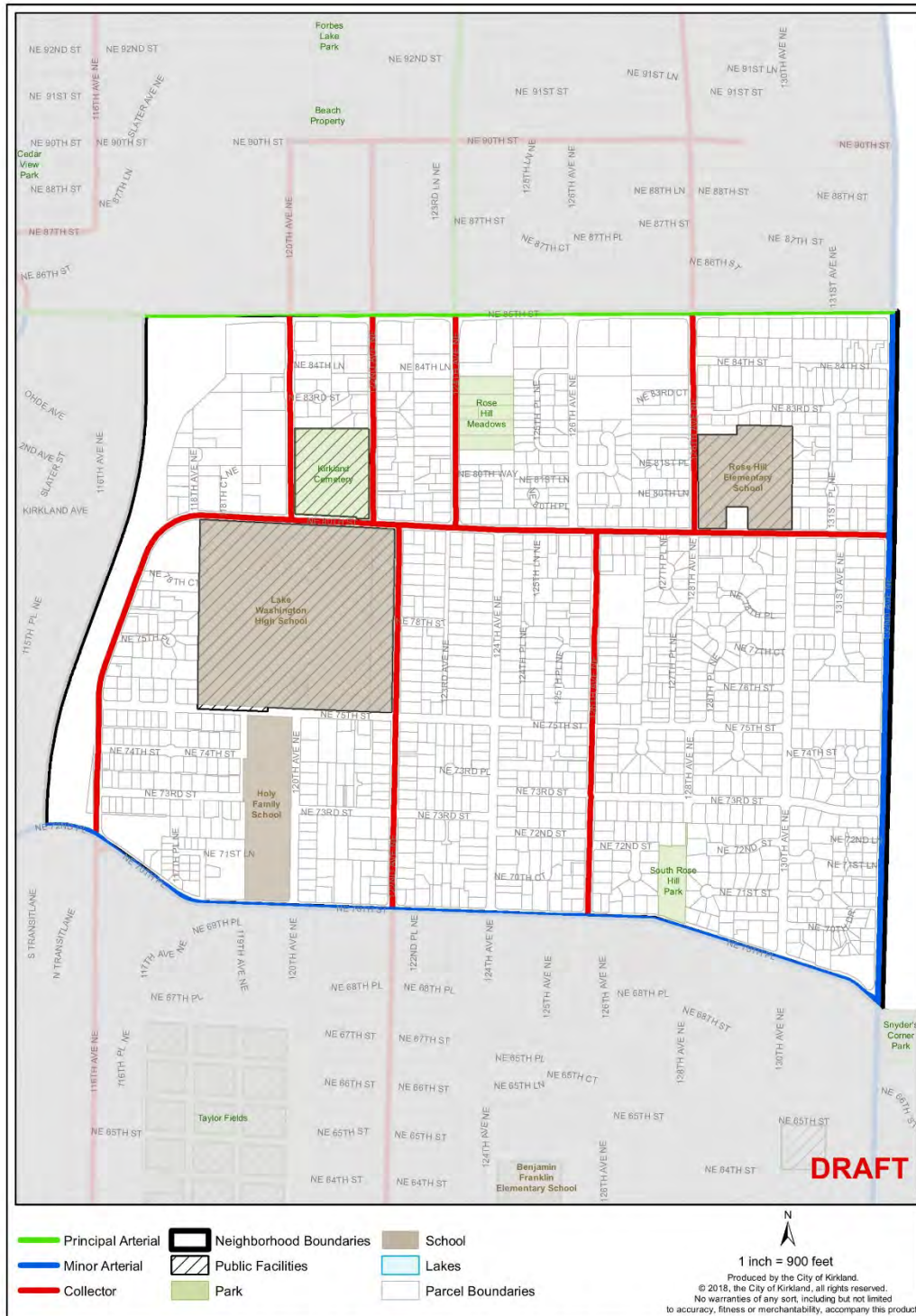
## **7. Transportation**

The original circulation pattern in Rose Hill was a grid, which should be perpetuated in the future because it promotes bike and pedestrian circulation, provides choice in travel routes, and distributes traffic along multiple routes. The goal of the transportation system is to build on the historic grid pattern of the neighborhood to foster transportation choice in the community, reduce dependence on private motor vehicles, and enhance safety

New and improved bike facilities, the NE 70<sup>th</sup> Street/128<sup>th</sup> Avenue SE greenway, the Eastside Powerline trail and off-street trails connecting to activity centers, parks, business districts and schools will allow residents to leave their cars at home and reduce reliance on vehicle trips to meet daily local needs.



**Streets***Insert Revised Map - NRH Street Classifications***Figure RH-4: Rose Hill Street Classifications**

*Insert Revised Map - SRH Street Classifications***Figure SRH-4: South Rose Hill Street Classifications**

## Rose Hill

*Policy RH 63: Manage traffic within the neighborhood to enhance neighborhood mobility and provide for more equitable distribution of traffic on neighborhood streets.*

*Policy RH 64: Minimize multiple driveways on NE 70<sup>th</sup> Street, NE 85<sup>th</sup> Street, 124<sup>th</sup> Avenue NE, and 132<sup>nd</sup> Avenue NE when properties redevelop and encourage properties along these streets to consolidate their existing driveways and provide reciprocal shared vehicular access easements.*

*Policy RH 65: Place neighborhood traffic control devices at appropriate locations, to discourage bypass traffic through the residential neighborhoods north and south of the NE 85<sup>th</sup> Street corridor.*

*Policy RH 66: Enhance the street network with the following improvements:*

### **124<sup>th</sup> Avenue NE, north of NE 85<sup>th</sup> Street:**

- Provide 80 feet of right-of-way width the length of 124<sup>th</sup> Avenue NE to accommodate a center turn lane and landscaped median islands, one through lane in each direction, one bike lane in each direction, intersection queue bypass lanes for transit, and a wide landscape strip, sidewalk, and street lights on both sides of the street. Dedication of an additional 10-foot minimum of right-of-way from each side of the street is necessary when development occurs. The location and design of landscape medians should be used to address safety and mobility in the corridor for all transportation users. Abutting business owners will be consulted prior to the installation of any new landscape medians to ensure that implementation results in minimal disruption to business operations (PC).
- Provide sidewalks, curbs, gutters, landscape strips, and bike facilities along the entire length of 124<sup>th</sup> Avenue NE to improve pedestrian safety, especially between public facilities such as the Kirkland Boys and Girls Club and Woodlands Park (PC).
- Provide crosswalk improvements, such as pedestrian signage, safety refuge islands, and signals, at key locations that serve existing and emerging activity centers.
- Prioritize traffic flow for transit by providing queue bypass lanes or signal preemption to encourage transit use.
- Improve the appearance of and function of 124<sup>th</sup> Avenue NE with the installation of landscape medians while considering in the design, pedestrian safety, and minimize where medians will interfere with driveway and emergency access.

### **132<sup>nd</sup> Avenue NE, north and south of NE 85<sup>th</sup> Street (WG and staff)**

- Coordinate improvements to 132<sup>nd</sup> Avenue NE with the City of Redmond.

While Kirkland's City limits extend to the east side of 132<sup>nd</sup> Avenue NE this street is a mutual concern to both Kirkland and Redmond. Both jurisdictions should coordinate planning facilities that address common issues of concern.

- Provide sidewalks, curbs, gutters, landscape strips, bike facilities and street lighting along the entire length of 132<sup>nd</sup> Avenue NE.

This street provides direct access to both Mark Twain Park and the Lake Washington Institute of Technology. Completion of sidewalks to improve pedestrian safety, especially between public facilities, is a high priority.

- Provide a traffic signal and signalized crosswalk when engineering signal warrants are met at NE 100th Street.

Crosswalk improvements at other key locations that serve activity centers should also be installed as warranted.

- Prioritize traffic flow for transit by providing queue bypass lanes or signal preemption.

Queue bypass at locations where traffic queuing at intersections would otherwise slow buses will help to encourage transit use.

- Improve the appearance of and function of 132nd Avenue NE with the installation of landscape medians.

Pedestrian safety will be paramount in the design of the landscape medians with consideration for pedestrian visibility. The design of the median must also consider emergency vehicular access.

### **NE 116<sup>th</sup> Street**

- Install sidewalks, bike facilities, planter strips and consider other improvements such as landscape medians, high occupancy vehicle treatments, and on-street parking west of 124th Avenue NE.

These improvements are necessary to provide street definition, pedestrian safety, and access in support of the mixed-use residential/commercial development that is encouraged here.

### **116<sup>th</sup> Avenue NE**

- Install a sidewalk along the east side of 116<sup>th</sup> Avenue NE connecting the Houghton Park and ride with the Lake Washington high school to increase safety.

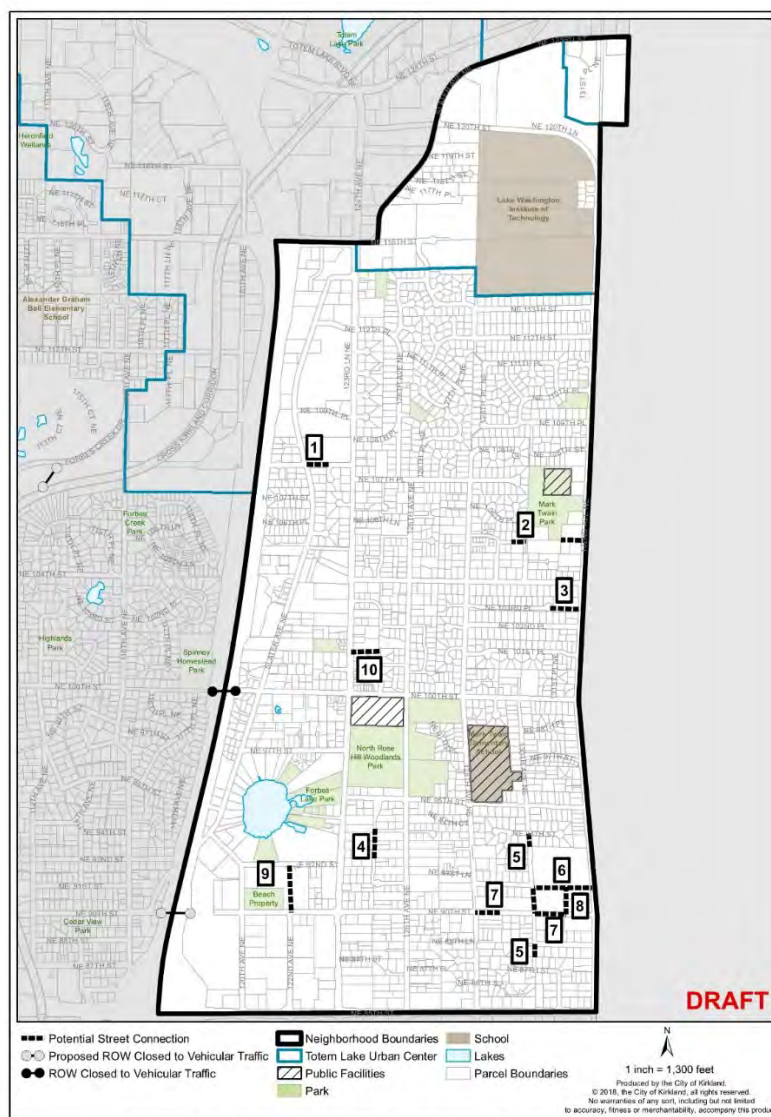
### **North Rose Hill**

*Policy RH 67: Map where anticipated street connection locations could be considered in North Rose Hill with future infill development in order to provide predictability in the development process and for the neighborhood.*

While the North Rose Hill Street Connection Plan Map (Figure RH-\_\_ and Table RH-\_\_) indicates and describes the potential locations of street connections for future infill development, the exact location will be determined at the time of development. The development permit process should ultimately determine these locations. When new street connections are not required or not feasible, pedestrian and bicycle connections should still be pursued.



**Insert Revised Map-** North Rose Hill Street Connection Plan **Staff Note:** The map is updated to reflect completion status.



**Figure NRH-5: North Rose Hill Street Connection Plan**

**Table NRH-1: North Rose Hill Street Connection Plan Description List**

1. NE 108<sup>th</sup> ST between Slater Ave NE and 123<sup>rd</sup> Ave NE
2. Portions of NE 105<sup>th</sup> PI between 129<sup>th</sup> Ave NE and 132<sup>nd</sup> Ave NE
3. NE 103<sup>rd</sup> PI between 132<sup>nd</sup> Ave NE and existing cul de sac end
4. Portions of 125TH Ave NE between NE 94<sup>th</sup> ST and NE 91<sup>st</sup> ST
5. Portions of 130TH Ave NE between NE 87<sup>th</sup> ST and NE 94<sup>th</sup> ST



6. NE 91ST ST between 130<sup>th</sup> Ave NE and 132<sup>nd</sup> Ave NE
7. Portions of NE 90<sup>th</sup> ST between 128<sup>th</sup> Ave NE and 132<sup>nd</sup> Ave NE
8. 131ST Ave NE between NE 90<sup>th</sup> ST and NE 91<sup>st</sup> ST
9. 122ND Ave NE between NE 90<sup>th</sup> ST and NE 92<sup>nd</sup> ST
10. NE 101ST PI between 124<sup>th</sup> Ave NE and 125<sup>th</sup> Ave NE

*Policy RH 68: Discourage direct access to 124th and 132nd Avenues NE in North Rose Hill with new development to enhance safety and efficiency of circulation. Staff Note: Public Works staff confirmed the following policies are not covered by existing street standards and therefore should be kept.*

- If driveways to 124th or 132nd Avenues NE must be provided, separation of at least 300 feet between driveways should be required. New driveways should be located so that future development can meet this standard and/or use a shared driveway.
- Access easements to allow for shared access to 124th Avenue NE and/or interior connections to side streets should be provided.
- As access to side streets becomes available, driveways to 124th Avenue NE should be closed.

*Policy RH 69: Improve the following unimproved rights-of-way in North Rose Hill impacted by critical areas with less intrusive bike and pedestrian connections rather than street improvements (see Figures RH-pedestrian map and RH- bike map).*

- **120th Avenue NE, from NE 92nd Street to NE 90th Street**
- **NE 92nd Street, west of 122nd Avenue NE.**

### **South Rose Hill**

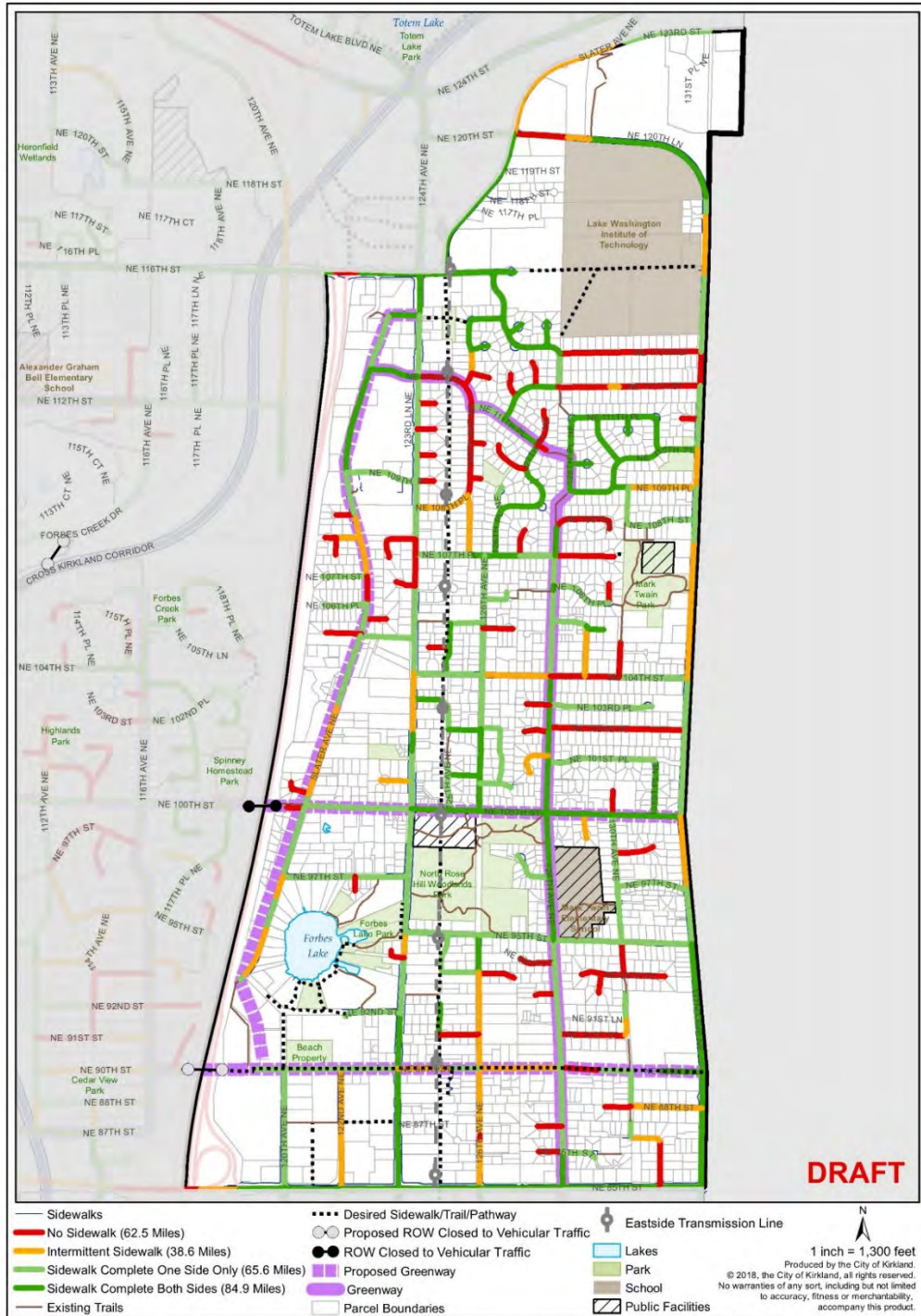
*Policy RH 70: Identify where anticipated street connection locations could be considered in South Rose Hill with future infill development in order to provide predictability in the development process and for the neighborhood.*

### **Rose Hill Business District**

*Policy RH 71: Develop a multi modal transportation network for NE 85<sup>th</sup> Street and surrounding streets that provides safe and convenient facilities for transit, pedestrians, and bicycles, maintains vehicular traffic capacity, and supports existing and planned land uses in the Rose Hill Business District.*

*Policy RH 72: Add east-west pedestrian pathways in the Rose Hill Business District as redevelopment occurs. When developing these pathways, retain existing significant trees where possible.*

*Policy RH 73: Work with Sound Transit, King County Metro Transit and WSDOT, to maximize transit facilities that would improve the speed and reliability of bus operation on NE 85th Street and adjacent surrounding (PC) streets. Provide preferential treatments for buses at congested intersections. Install transit improvements at appropriate locations.*

**Pedestrian/Bicycle Circulation***Insert Revised Map- NRH Pedestrian System***Figure NRH-6: North Rose Hill Pedestrian System**

**Legend:**

- Sidewalks
- No Sidewalk
- Intermittent Sidewalk
- Sidewalk Complete One Side Only
- Sidewalk Complete Both Sides
- ROW Closed to Vehicular Traffic
- Existing Trails
- Desired Sidewalk/Trail/Pathway
- Eastside Transmission Line
- Proposed Greenway
- Greenway
- Lakes
- Neighborhood Boundaries
- Park
- School
- Public Facilities
- Parcel Boundaries

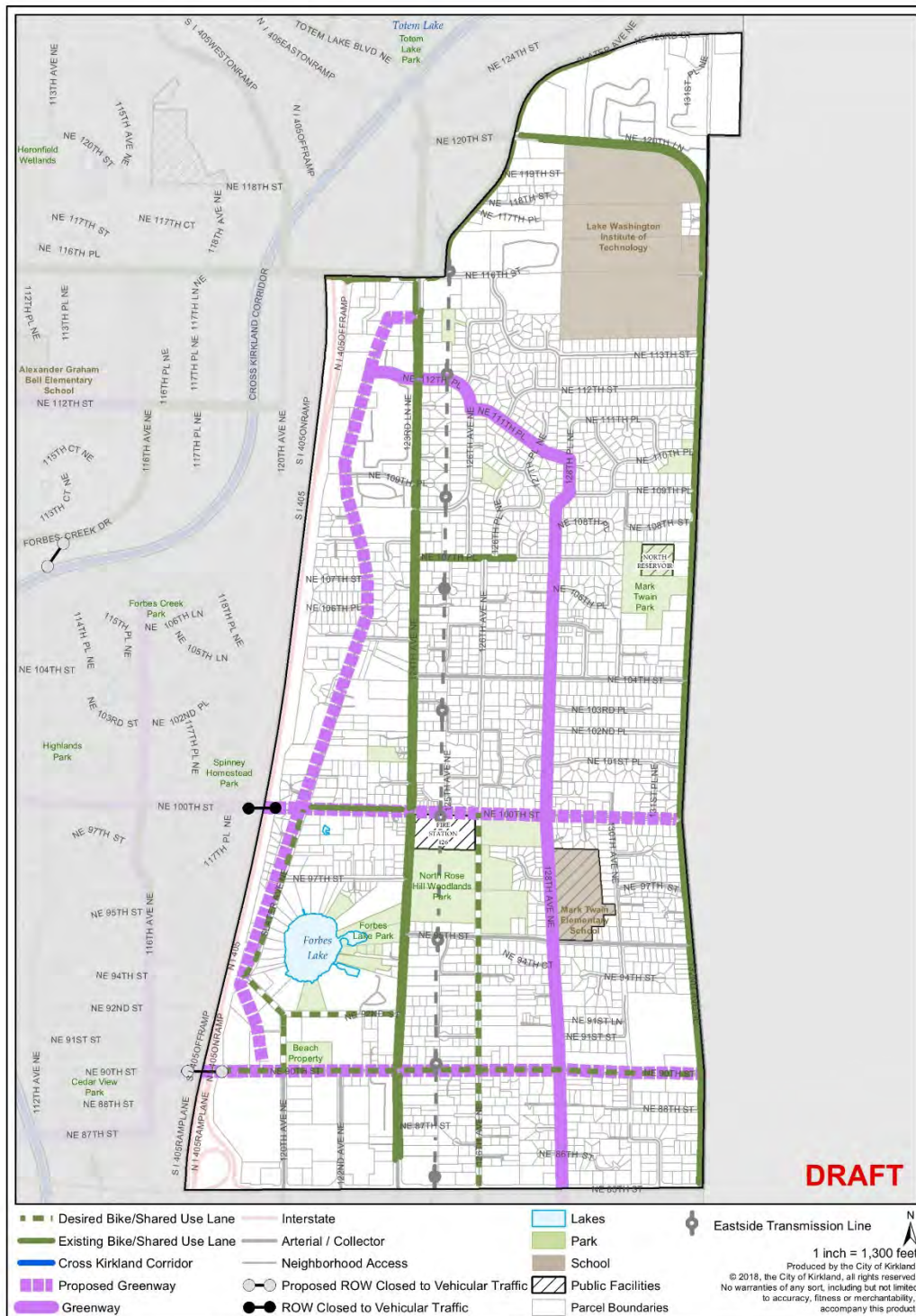
**Scale:** 1 inch = 900 feet

**North Arrow:** N

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**Figure SRH-5: South Rose Hill Pedestrian System**



*Insert Revised Map- NRH Bicycle System***Figure NRH:7 North Rose Hill Bicycle System**

*Insert Revised Map- SRH Bicycle System***Figure SRH:6 South Rose Hill Bicycle System**

*Policy RH 74: Encourage the use of nonmotorized transportation by providing appropriate facilities and infrastructure for pedestrians and bicyclists throughout the Rose Hill neighborhood either when private development occurs or in some instances with public funding:*

- Along school walk routes – highest priority.
- Between bus stops and residential development.
- Connecting to the planned Bus Rapid Transit Station at NE 85<sup>th</sup> Street on I-405.
- Connecting to the South Rose Hill Northeast 75th Street greenway and North Rose Hill 128th Avenue Northeast greenway
- Connecting to activity areas, including parks, the Boys and Girls Club, Lake Washington Institute of Technology and Lake Washington High School.
- Connecting dead end streets to adjacent streets wherever new street connections are not required or feasible.
- Around a limited portion of Forbes Lake on City-owned park property and where appropriate, across private property connecting to the Park.
- Various links between the Lake Washington Institute of Technology and surrounding residential development to the west between 132nd Avenue NE and Slater Avenue NE, and to the south.
- In NRH 3, in North Rose Hill, between the City open space to the east and 124th Avenue NE with redevelopment of the intervening private property.
- Under the Seattle City Light transmission line in cooperation with the utility and adjacent property owners. Public pedestrian and bicycle easements should be provided across private properties within the Seattle City Light easement, when development, redevelopment or platting occurs to complete the designated Eastside Powerline Corridor trail. See the PROS Plan for further details. This off-street north/south trail provides a safe pedestrian and bicycle link for the most part separated from the street system. Eventually this trail could link up to trail systems in adjoining jurisdictions.
- Connecting Juanita Bay to North Rose Hill Woodlands Park and eventually to the Sammamish Valley. Known as the Bay to Valley Trail, it would connect Lake Washington to North Rose Hill over the 100th Street Bridge across I-405, and along 100th Street and 132nd Avenue NE in Kirkland to the Puget Sound Energy Trail and Redmond Central Connector Trail in the Sammamish Valley via NE 97th St, NE 94th St and NE 93rd Ct in Redmond.

*Policy RH 75: Develop a new pedestrian and bicycle connection between Slater Avenue in the North Rose Hill Neighborhood and NE 80th Street in South Rose Hill. The route would connect to the existing NE 80th Street overpass which leads to downtown Kirkland, with the exact route to be determined in the context of the City's Transportation Master Plan.*

**CITY OF KIRKLAND****Department of Parks and Community Services**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

[www.kirklandwa.gov](http://www.kirklandwa.gov)**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Lynn Zwaagstra, Director, Parks and Community Services

**Date:** November 20, 2018

**Subject:** Parks and Community Services Fiscal Policy

**RECOMMENDATION**

Staff recommends Council review and provide feedback on the draft fiscal policy resolution for Parks and Community Services (**Addendum A**).

**BACKGROUND:**

In accordance with financial policy and previous practice, staff embarked upon the completion of a cost recovery study in February 2018. Parks and Community Services (PCS) previously carried out a financial analysis resulting in updated financial guidelines for the Department in 1999, 2002 and 2005.

The goal of a cost recovery study is to articulate and illustrate a comprehensive resource allocation philosophy and fiscal policy in order to ensure a sustainable system into the future by using tax revenues and fees in the most appropriate ways. This study is particularly relevant at this time as the City prepares for the loss of the annexation sales tax credit in 2021.

Expected outcomes of the study include a fiscal policy, a resource allocation and cost recovery model and related additional policies such as a scholarship policy, sponsorship and partnership policy, and facility use guidelines.

In order to prepare for the evaluation of these policies, PCS staff and project consultants MGT and GreenPlay presented several components of the study and process over the past several months. A summary of the process and City Council presentations is listed below.

- June 5, 2017 – Cost recovery overview, philosophy and methodology
  - June 5 Council Packet located [here](#)
- July 17, 2018 – Financial analysis by MGT, community engagement process on the community versus individual benefit pyramid model, draft key elements of a fiscal policy
  - July 17 Council Packet located [here](#)
- July 30, 2018 – Special Park Board meeting to present the financial analysis and draft recommended pyramid model
- August 6, 2018 – Draft recommended pyramid model and cost recovery guidelines
  - August 6 Council Packet located [here](#)



- October 16, 2018 – Review of fee benchmarking
  - October 16 Council Packet located [here](#)
- November 7, 2018 – Review of draft cost recovery study report by GreenPlay, LLC
  - November 7 Council Packet located [here](#)
- November 20, 2018 – Council review of recommended cost recovery policy resolution
- December 11, 2018 – Council adopts cost recovery policy resolution
- February – Council review of a recommended resource allocation and pyramid model with draft cost recovery targets, scholarship policy and a partnership and sponsorship policy
- Fall 2019 – Council review of final recommended cost recovery guidelines

GreenPlay compiled its overall findings into a draft final report, which was presented at the November 7 Council meeting. This report contains recommendations and implementation strategies, attached in **Addendum B**. A fiscal policy is the foundation that allows other policy pieces to be developed. Therefore, the fiscal policy was drafted as a resolution and is attached for Council consideration. The adopted fiscal policy will thereafter be included in the City's fiscal policy section of the approved biennial budget.

**Subsequent policy elements that are recommended for review and adoption in early 2019 include:**

- Resource Allocation and Cost Recovery Model in the form of the Pyramid Model, which will also contain draft cost recovery targets.
- A Partnership Policy and a Sponsorship Policy and philosophy, to serve as guidelines of operating procedures to create equity and consistency while maximizing and leveraging resources of the Department.
- Reviewing and refining the Scholarship Policy to assure easy access, clarifying eligibility requirements, allowable uses, and individual and family limits.
- Reviewing and modifying the Athletic Field Use Agreement Guidelines to address priority of access, disruption of operations and exceptions to the guidelines, based on the Cost of Services Plan and cost recovery goals that will be established by the Council.
- Cost Recovery Targets will be piloted and tested through 2019 while implementing other recommended financial tracking mechanisms, which will allow a more informed adoption of the final cost recovery targets.

**RECOMMENDATION**

Staff is looking to review and receive feedback on the draft fiscal policy with Council in preparation for potential adoption on December 11.

**Addendum A** – Fiscal Policy Resolution

**Addendum B** - PCS Study Recommendations and Implementation Strategies



## RESOLUTION R- \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ESTABLISHING A FISCAL POLICY FOR THE DEPARTMENT OF PARKS AND COMMUNITY SERVICES UTILIZING TAX REVENUES SUPPLEMENTED BY FEES, CHARGES AND OTHER IDENTIFIED SOURCES TO HELP RECOVER COSTS IN SUPPORT OF A SUSTAINABLE SYSTEM THAT MEETS COMMUNITY PARKS AND RECREATION NEEDS.

1 WHEREAS, establishment of a fiscal policy for the Department of  
2 Parks and Community Services ("Department") is an extension of  
3 current City of Kirkland ("City") fiscal policies adopted with the biennial  
4 budget and consistent with previous Department cost recovery studies  
5 completed in 1999, 2002 and 2005; and  
6

7 WHEREAS, the goal of the fiscal policy is to help ensure a  
8 sustainable system into the future by responsibly using tax revenues as  
9 well as fees, charges and other identified sources (e.g. grants, donations  
10 and commercial sponsorships) in support of the Department's parks and  
11 recreation programs and services; and  
12

13 WHEREAS, the use of fees, charges and other alternative  
14 revenue sources will allow for provision of some services that might not  
15 otherwise be possible based on tax revenues alone; and  
16

17 WHEREAS, the use of fees, charges and other alternative  
18 revenue sources provides financial resources to keep up with growing  
19 costs and to help make possible the expansion of services to keep up  
20 with growing demand  
21

22 WHEREAS, the fiscal policy will help residents, businesses and  
23 users of the parks and recreation system by providing a formal,  
24 transparent, and equitable policy basis for the use of taxes, fees,  
25 charges and alternative revenue sources to provide the parks and  
26 recreations system assets, programs and services; and  
27

28 WHEREAS, the fiscal policy will also help staff establish and  
29 achieve financial targets that maximize available revenue generation  
30 where appropriate, thereby helping maximize tax revenue support for  
31 those service areas identified by the City Council as foundational to  
32 community needs and interests, in part by better matching, payments  
33 for services with the recipients of those services; and  
34

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

37        Section 1. The City Council supports and hereby adopts the  
38 following fiscal policy for the Department of Parks and Community  
39 Services.

- 40
- 41        i. The Department provides a basic level of programs and services  
42        "free" to the public utilizing tax revenues. In addition, the use of  
43        fees, charges and other sources (e.g. grants, donations and  
44        commercial sponsorships) to recover costs is considered a  
45        responsible and necessary means to supplement tax revenues to  
46        help ensure a sustainable system that meets the community's  
47        need into the future.
  - 48
  - 49        ii. In establishing fees and charges, the Department will determine  
50        the direct and indirect costs of providing services and establish  
51        goals to recover those costs. The appropriate level of cost  
52        recovery will be based on an assessment of classes of individuals  
53        who are benefiting from the programs and services provided,  
54        along a spectrum ranging from "mostly community benefit" to  
55        "mostly individual benefit." Cost recovery ranges will be  
56        identified by "community" versus "individual" benefit tier levels  
57        guided generally by the Pyramid Model, attached hereto as  
58        Exhibit A.
  - 59
  - 60        iii. If the benefit is to the community as a whole, it is appropriate  
61        to use tax revenues to completely or primarily fund the services  
62        where practicable. Examples of services that primarily benefit  
63        the community as a whole are play areas, parks, trails and large  
64        natural areas. The Department may also seek grants, donations  
65        and commercial sponsorships for these community benefit  
66        services as appropriate to help sustain these services.
  - 67
  - 68        iv. As the benefit moves along the spectrum towards primarily  
69        benefitting an individual or identified group of individuals, it is  
70        appropriate to charge fees for the service at an increasing rate  
71        of cost recovery. Supervised or instructed programs, facilities  
72        that visitors can use exclusively and products and services that  
73        may be purchased are examples where user fees are  
74        appropriate.
  - 75
  - 76        v. The Department shall also consider available resources, public  
77        need and the community economic climate when establishing  
78        fees and charges. In cases where identified programs and  
79        facilities are highly specialized by activity and/or design, or when  
80        they are requested by a select user group, the Department shall  
81        also consider fees charged by alternative service providers or  
82        market rates.

- 83 vi. Fees and charges can be set to recover costs in excess of direct  
84 and indirect costs where appropriate as a method of supporting  
85 other parks and recreation services desired by the community.  
86 Revenue generated through fees and charges will be returned  
87 to the Department to enhance its ability to meet the programs  
88 and services desired by the community in accordance with this  
89 fiscal policy, unless otherwise allocated during the biennial  
90 budget process.
- 91
- 92 vii. The Department will employ incremental periodic fee increases,  
93 typically annually, as a best practice in the parks and recreation  
94 industry to help keep up with increasing expenses. Smaller, more  
95 frequent increases have been found to be less impactful on  
96 program participants than larger increases that occur less  
97 frequently. The City Council will be notified of any fee increases  
98 in excess of ten percent (10%). When substantial changes are  
99 necessary, they may be implemented over a reasonable period  
100 of time. A list of fees and charges will be maintained on the City's  
101 website.
- 102
- 103 viii. The Department may subsidize, in whole or in part, the cost  
104 recovery targets for persons with economic need or other  
105 appropriately targeted populations through tax-supported fee  
106 reductions, scholarships, grants or other methods. The  
107 Department Director may also approve lower fees or fee waivers  
108 upon determination the fee arrangements will primarily benefit  
109 the public interest. These may be documented in a partnership  
110 agreement.
- 111
- 112 ix. The Department may enter into commercial sponsorship  
113 agreements that create a reduced need for taxpayer support of  
114 programs and services with the prior approval of the City  
115 Council.
- 116
- 117 x. The City shall adopt a scholarship policy to assure easy access  
118 for those in economic need, establishing eligibility requirements,  
119 allowable uses, and individual and family limits.
- 120
- 121 xi. The City shall adopt partnership policies and sponsorship policies  
122 to provide guidelines for agreements and operating procedures  
123 to create equity and consistency while maximizing and  
124 leveraging resources of the Department.
- 125
- 126 xii. The City's Park Board will continue to serve as a mechanism to  
127 engage the community and obtain feedback on fee, partnership  
128 and policy implementation.

129        Section 2. This Parks and Community Services Department fiscal  
130 policy shall hereafter be included in the City's fiscal policy section of  
131 each City biennial budget.

132  
133 Passed by majority vote of the Kirkland City Council in open meeting  
134 this \_\_\_\_ day of \_\_\_\_\_, 2018.

135  
136 Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_,  
137 2018.

\_\_\_\_\_  
Amy Walen, Mayor

Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk

## **Addendum B: Parks and Community Services Cost Recovery Study Recommendations**

### **Theme A: Policy Strategies**

Adopted policies, guidelines, and procedures allow staff to achieve cost recovery targets and maximize revenue generation where appropriate, shifting taxpayer investment/subsidy to those areas more foundational on the pyramid. This provides an operating framework for service level decisions and the allocation of resources in both times of economic growth and instability; which could occur in 2021-2022 with the loss of the annexation sales tax credit. Any new or revised policy or guideline as a result of these recommendations will go through existing development, review, and Council recommendation and approval processes.

**A1:** Seek support and recommendation from the Park Board and then by the City Council, of the overall **Cost Recovery Policy** to include key elements as suggested on page 39. Ensure long-term sustainability and equity by focusing taxpayer funding on those services producing the widest community benefit, using the cost recovery pyramid.

**A2:** Develop both a Partnership Policy and a Sponsorship Policy and philosophy, to serve as guidelines of operating procedures to create equity and consistency while maximizing and leveraging resources of the Department.

**A3:** Review and refine the Scholarship Policy to assure easy access, clarifying eligibility requirements, allowable uses, and individual and family limits.

**A4:** Review and modify the Athletic Field Use Agreement Guidelines. Address priority of access, disruption of operations and exceptions to the guidelines, using the language identified in the Cost of Services Plan and cost recovery goals established through the study.

### **Theme B: Administrative Strategies**

**B1:** Engage in timely, purposeful, and collaborative discussion with the Finance Department to set up the MUNIS system to provide helpful and organized data to the Department on an ongoing basis for strategic decision-making. If this is not possible, explore other options that would allow you to easily download information from the City's accounting system and from the registration system, using software that aligns the two and allocates indirect and over-head costs in a pre-determined and consistent manner.

**B2:** Simplify the fee approval process, giving the Department the latitude needed to be nimble when making fee adjustments in order to meet customer needs, providing value for their discretionary spending.

### **Theme C: Revenue Enhancement**

**C1:** Establish the right price point for fees by employing best practice strategies including cost recovery fiscal policy that shifts to pricing programs and services for the majority who can afford to pay and subsidizing the limited number who can't.

**C2:** Assure written policy for how and when fees are adjusted is addressed in the overall policy. Review all fees for annual adjustments at the staff level and provide an update to City Council through the annual budget process. All fees should be subject to automatic CPI adjustments. Fees adjustments for services not effected by a restructuring that exceed 10% will be brought to the attention of City Council.

**C3:** Use the criteria provided by this model to evaluate fees and charges while determining where competitive and market pricing best fits with services, along with how partial and full cost recovery fees can best meet targeted cost recovery goals. Establish performance measures including cost recovery targets and conduct periodic fee reviews.

**C4:** Establish the use of Programming Planning and Pricing Worksheets as the means by which program service budgets are identified and revenues are projected to achieve cost recovery targets. Manage program lifecycles through monitoring registration, attendance figures, and cost recovery goals on an ongoing basis. Cancel, retool, and/or replace under-performing services.

**C5:** Expand revenue generation sources by identifying additional funding opportunities, as identified by staff through a funding exercise, for exploration.

#### **Theme D: Cost Savings/Avoidance**

**D1:** Continue to review internal management practices to identify cost savings practices. Consider efficiencies, simplifying processes, placing approval/decision-making authority at appropriate levels, and providing periodic management reports using information generated in this process, among other strategies. Review maintenance standards and practices such as reduced mowing schedules and/or area; and consider green measures such as light, water, and motion sensors; energy audits; and use of electric and hybrid vehicles. Consider benefits of flex-scheduling for employees.

**D2:** Continue to maintain current capital and maintenance management plans, appropriately budgeting for ongoing operating expenses to avoid deferring expenses that will multiply in the long run.

#### **Theme E: Implementation Strategies**

The following tier-specific recommendations are made to focus the continuation of exploratory efforts based on what was learned from this initial study. After year one, targets and timeline for reaching cost recovery goals can be developed.

##### **Tier 1: Mostly Community Benefit**

**E1:** As the Department continues to operate and grow, remain vigilant with the services provided in this tier as these are most beneficial to the community at large. Explore the potential for donations, establishing a foundation, and/or friends groups, to help contain costs, and continue efforts toward efficiencies.

**Tier 2: Considerable Community Benefit**

**E2a:** Seek cost and revenue accounting refinement to more accurately express revenues and expenditures for all categories in this tier.

**E2b:** As tracking methods are improved, research Aquatic Public Swim expenses to adjust for the methodology of allocating indirect and overhead costs by the size of the personnel budget, that does not fully take into account the high cost of other costs of operating a municipal pool. This will likely result in a lower cost recovery rate in alignment with this tier level.

**E2c:** As tracking methods are improved, and a partnership policy is adopted, identify expenses associated with the Non-profit Partnership Agreements, not able to be measured or estimated within the current data.

**E2d:** Seek opportunities to increase funding for the Senior Transportation Program through alternative revenue sources such as sponsorships and partnerships, as well as fee adjustments.

**E2e:** Examine fees and charges for Special Events (permitted) to ensure equitability with other facility use policies. Consider market rates and best practices in order to streamline processes and the method of assessing fees to the event organizers.

**Tier 3: Balanced Individual and Community Benefit**

**E3a:** Seek cost and revenue accounting refinement to more accurately express revenues and expenditures for all categories in this tier.

**E3b:** Work with youth league providers to gain understanding of costs associated with providing facilities and that increased revenue in the Athletic Field Rentals category is directly related to the Department's ability to provide high quality fields. Fee changes will need to be explored, and working with the providers, potential alternative funding sources could be sought to supplement. Incremental fee changes will need to be made over an extended period but could take longer as the cost recovery is very low and the amount of rate increase must be considered on a yearly basis.

**Tier 4: Considerable Individual Benefit**

**E4a:** Seek cost and revenue accounting refinement to more accurately express revenues and expenditures for all categories in this tier.

**E4b:** Consider market rates for Facility Rental to set a baseline fee. Address discounting from those market rates through the Department's Facility Use Guidelines, making eligibility for discounting very clear. Explore the need to incrementally adjust the fee structure for those eligible for discounting.

**E4c:** Consider fee adjustments for Adult Classes and Sports, and specifically for adult indoor volleyball and adult softball leagues, being mindful of market rates.

**E4d:** Consider cost saving measures and fee adjustments for 50+ General Classes. Reevaluate age requirements for the senior programs and seek opportunities to

decrease expenses such as higher use of volunteer or contracted instructors, renegotiated contracts.

**E4e:** Consider cost saving measures and fee adjustments for Senior Trips. Reevaluate age requirements for this senior program and explore sponsorships and/or partnerships. Seek opportunities to decrease expenses through contracted services arrangements.

**E4f:** Evaluate Recreational Special Events, looking for ways to increase revenues, particular through sponsorships and partnerships, and vendor fees. Reevaluate participant fees.

#### **Tier 5: Mostly Individual Benefit**

**E5a:** Seek cost and revenue accounting refinement to more accurately express revenues and expenditures for all categories in this tier. Although categories appear to be in alignment with high cost recovery rates, this tier level has the ability to generate revenue above costs, is least related to the mission of the department, and revenues in this tier should be maximized.

**E5b:** Although Private Lessons and Advanced Skill Lessons as a whole category is measuring at a high cost recovery rate, Private Lessons are well below 100% cost recovery. Fee adjustments for this specialized service should be considered.

#### **Theme F: Evaluation and Performance Measures**

**F1:** In addition to eventual cost recovery targets, use evaluation tools and performance measures in first year implementation that will allow staff to see the effects of the overall cost recovery approach and reveal factors unknown at this time.

**F2:** Proactively prepare for the needs of a changing community through a variety of community engagement strategies keeping the community and political leaders apprised of the continuing efforts and results as the Model is refined throughout the process.





**CITY OF KIRKLAND**  
Planning and Building Department  
Public Works Department  
123 5TH AVENUE, KIRKLAND, WA 98033  
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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Ryeann-Marie Tuomisto, Water Quality Program Coordinator  
Jenny Gaus, Surface Water Engineering Supervisor  
Kathy Brown, Public Works Director

**Date:** November 5, 2018

**Subject:** PROPOSED ORDINANCE TO AMEND SURFACE WATER MANAGEMENT REGULATIONS AND RELATED CODE ENFORCEMENT REGULATIONS

### RECOMMENDATION:

City Council approves the attached ordinance amending Kirkland Municipal Code (KMC) chapter 1.12 related to enforcement of surface water management regulations and chapter 15.52 related to surface water management regulations.

### BACKGROUND:

Proposed amendments to KMC 1.12.020, "Code Enforcement—Definitions," KMC 1.12.200, "Code Enforcement—Special Provisions Relating to Enforcement of Chapter 15.52 (Surface Water Management)," and KMC 15.52, "Storm Water Drainage<sup>1</sup>," were presented to the Council for discussion at the June 19, 2018 City Council meeting (see memo using the following link: [June 19, 2018 City Council Meeting](#)). At that time, the Council asked staff to provide detailed examples of surface water code enforcement actions. Additionally, the Council asked staff to evaluate whether and how the City could establish an automatic annual escalation to surface water enforcement fines.

On October 8, 2018, staff presented examples of surface water code enforcement actions to the Planning & Economic Development (PED) City Council Committee. After reviewing and discussing the examples, the Committee expressed its support of the proposed code amendments reflected in the attached ordinance.

#### *Summaries and Explanation of the Proposed Amendments to KMC 1.12.020*

KMC 1.12.020 is the definitions section of the Code Enforcement Chapter of Title 1. Staff proposes one new definition and an amendment to an existing definition:

---

<sup>1</sup> See last paragraph.

- Add a definition for the term "Responsible Party," which is used in KMC 1.12.200 but is not defined. The proposed definition of Responsible Party substantially mirrors the definition of "Person Responsible for the Violation," which is defined in 1.12.020 and used elsewhere in the chapter, and itself is proposed to be amended to add "vendor(s)" and "contractor(s)."

*Summaries and Explanations of the Proposed Amendments to KMC 1.12.200*

Section 1.12.200 are the regulations specific to code enforcement for surface water management code violations.

- Table 1, "Enforcement Penalties Matrix," is proposed to be amended as follow:
  - Rename the table as "Surface Water Enforcement Matrix."
  - Split criterion #2, "Environmental Damage or Adversely Impacting Infrastructure," into two separate criteria to differentiate between the two.
  - Rename new criterion #3 to "Impacting Municipal Drainage System."
  - Delete criterion #6, "Failure to Obtain Necessary Permits and Approval," because there is no permit or approval for an illicit discharge.
  - Delete criterion #8, "Repeat Violation," because it is proposed to be addressed in KMC 1.12.200(d) of the attached ordinance.
- Table 2 identifies fine amounts based upon the total points determined using Table 1. Fine amounts are proposed to be changed because staff has reevaluated the basis for the penalties. Surface water violations often involve more than one responsible party, such as when a property owner directs a contractor to do something in violation of the Code. Knowing this, the present fine structure results in the same fine amount being imposed on how ever many parties were responsible; essentially, the fine is based *per violator*. The fine amounts proposed in the attached ordinance are based *per violation*. Staff will first determine the amount of the fine for the violation at hand based upon Tables 1 and 2. Staff also will identify the number of parties responsible for the violation. Finally, staff will divide the calculated fine by the number of responsible parties and will assess accordingly.
- Add a new paragraph to allow the director or designee to reduce or waive surface water fines for any responsible person who immediately reports a violation(s) of the City's Surface Water Management Code. This language was added to encourage immediate notification so that the City may respond in a timelier manner to remove pollution from the storm drainage system.
- Add a new paragraph to address repeat violations. Repeat violations by a Responsible Party are proposed to be issued a fine amount multiplied by the number of previous KMC 15.52 violations by that same Responsible Party. So, for example, the fine for a second violation would be doubled, the fine for third violation would be tripled, and so

on. This change mirrors the manner in which repeat violations are handled in the tree regulations code and elsewhere.

- Add a new paragraph to address cost recovery associated with cleaning or restoring the municipal storm drain system. The language also provides that the director or designee may opt to not seek cost recovery under unique circumstances.
- Add a new paragraph stating that the owner of real property shall be jointly and severally liable for all fines and/or costs assessed in cases where there are multiple responsible parties.

*Summary and Explanation of the Proposed Amendment to KMC 15.52*

Chapter 15.52 are the storm water regulations contained in Title 15, "Water and Sewage."

- Add language to implement best management practices for activities that might discharge contaminants to a public drainage facility, natural drainage system, surface and storm water, or ground water.

Other minor amendments are proposed and are shown in legislative format in the ordinance.

ANALYSIS OF AUTOMATIC ANNUAL ESCALLATION OF FEES:

At the May 18, 2018 Public Works, Parks, and Human Services Council Committee and the October 8, 2018 Planning and Economic Development Council Committee, members also discussed the possibility of establishing an automatic annual fee escalation for surface water enforcement fines and asked staff to evaluate this idea. Public Works staff worked with the City Attorney's Office to evaluate this question and reached the following conclusions:

- Generally, fines are different from fees. Fees are intended to recover costs for a service, such as a building permit, but fines are intended to be punitive. Rather than seeking to recover costs, fines are meant to penalize a party for an action or inaction, and ideally to change behavior. In the case of surface water fines, the fine amounts in the proposed ordinance range from \$500 to \$10,000, which amounts could be multiplied for repeat violations.
- Further, over the past few years the quantity of and revenue from surface water fines have been relatively modest. The current surface water fine amounts were established in 2016. Setting aside those violations that required the City to cause a remediation action and obtain cost recovery, the number of responsible parties that received a fine were: 12 (2016), 9 (2017), and 12 (2018 YTD). Fine-only collections have been: \$14,500 (2016), \$12,250 (2017), and \$16,000 (2018 YTD). If, for example, the municipal code had provided a three-percent annual inflator for surface water fines, and assuming the average fine was \$1,300, then in 2017 the average fine might have been \$1,339 and the City may have collected an additional \$351 for that year. Surface water fine revenue is directed to the Surface Water Management Utility Fund.

- The Department of Planning and Building reviews its *fees* every three years and then proposes recommended changes to the City Council. Staff suggests that Public Works review surface water fines also every three years and review recent enforcement activity. If, for example, there is a high occurrence of violation then perhaps the fines are not punitive enough. If violation occurrence remains fairly modest, then perhaps the fines are at the right level for the time being. Likely other factors would be included in the review.

Accordingly, staff believes the intent of having fine amounts keep pace with inflation and circumstances can be met with a review every three years, and does not recommend an automatic annual fee escalation.

SCRIVENER'S ERROR:

Finally, while preparing this memo staff noticed that throughout the Municipal Code the term "surface water management" is used consistently. However, in the table of contents for KMC Title 15, chapter 15.52 is entitled, "Storm Water Drainage." Staff considers this a scrivener's error and will change it to "Surface Water Management" in the next code update.

Attachment A: Proposed Ordinance  
Attachment B: Publication Summary

## ORDINANCE O-4666

## AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE WATER REGULATIONS.

1 WHEREAS, the Environmental Chapter of the Comprehensive  
2 Plan sets forth policies for environmental protection, including  
3 protection of surface water; and  
4

5 WHEREAS, since May of 2016, the City has enforced its surface  
6 water code, Kirkland Municipal Code ("KMC") Chapter 15.52, through a  
7 special chapter in its code enforcement regulations, KMC 1.12.200, to  
8 recover clean-up costs from violators and to levy fines in appropriate  
9 cases, such as when a violation has been committed and the violation  
10 cannot be corrected (for instance, where a stream has been polluted  
11 with toxins that either cannot be removed at all or cannot be completely  
12 removed); and  
13

14 WHEREAS, based upon the City's experience with these code  
15 enforcement regulations over the past several years, including the  
16 effectiveness of the regulations to prevent environmental damage  
17 and/or correct environmental damage, and to reimburse the City for  
18 reasonable costs incurred in having to respond to environmental  
19 damages, staff recommends certain revisions to the City's Code  
20 Enforcement Regulations in Chapter 1.12 KMC.  
21

22 NOW, THEREFORE, the City Council of the City of Kirkland do  
23 ordain as follows:  
24

25 Section 1. Kirkland Municipal Code Section 1.12.020 is amended  
26 to read as follows:  
27

28 **1.12.020 Definitions.**  
29

30 As used in this chapter, unless a different meaning is plainly required:  
31

32 (a) "Abate" means to repair, replace, remove, destroy or otherwise  
33 remedy a condition which constitutes a civil violation by such means, in  
34 such a manner and to such an extent as the applicable department  
35 director determines is necessary in the interest of the general health,  
36 safety and welfare of the community.  
37

38 (b) "Act" means doing or performing something.  
39

40 (c) "Applicable department director" means the director of the  
41 department or his or her designee.  
42

43 (d) "Civil violation" means a violation for which a monetary penalty  
44 may be imposed as specified in this chapter. Each day or portion of a  
45 day during which a violation occurs or exists is a separate violation.

Traffic infractions issued pursuant to Title 12 are specifically excluded from the application of this chapter.

(e) "Development" means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of any land above, at or below ground or water level, and all acts governed by a city regulation.

(f) "Emergency" means a situation which in the opinion of the applicable department director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

(g) "Hearing examiner" means the Kirkland hearing examiner and the office thereof established pursuant to Chapter 3.34.

(h) "Omission" means a failure to act.

(i) "Person" means any individual, firm, association, partnership, corporation or any entity, public or private.

(j) "Person responsible for the violation" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), vendor(s), contractor(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs. For violations of the city sign regulations, this definition includes, but is not limited to, sign installers/posters, sign owners, and any other persons who cause or participate in the placement of a sign in a manner that constitutes a civil violation. For violations of city tree regulations, this definition includes any person who caused or participated in the removal of a tree in a manner that constitutes a civil violation.

(k) "Regulation" means and includes the following, as they now exist or are hereafter amended:

(1) Title 23 (Kirkland Zoning Code);

(2) Title 21, Buildings and Construction (including codes adopted by reference);

(3) Chapter 15.52 (Surface Water Management);

(4) Title 29 (Land Surface Modification);

(5) Chapter 19.04 (Obstructing Streets or Sidewalks);

(6) Chapter 11.76 (Junk Vehicles);

(7) Chapter 11.24 (Nuisances);

(8) The terms and conditions of any permit or approval issued by the city, or any concomitant agreement with the city;

(9) Chapter 7.74 (Fair Housing Regulations);

(10) Chapter 16.05 (Retail Carryout Bags, including definitions set forth in Chapter 16.04);

(11) Chapter 16.08 (Garbage Disposal); and

(12) Chapter 7.02 (Business Licenses and Regulations).

(l) "Repeat violation" means a violation of the same regulation in any location in the city by the same person or responsible party for which ~~voluntary~~ compliance previously has been sought ~~within two years~~ or a notice of civil violation has been issued ~~within two years~~.

(m) "Responsible Party" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), vendor(s), contractor(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs.

~~(nn)~~ "Violation" means an act or omission contrary to a city development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.

Section 2. Kirkland Municipal Code Section 1.12.200 is amended to read as follows:

**1.12.200 Special provisions relating to enforcement of Chapter 15.52 (Surface Water Management).**

(a) General Requirements. This section applies to violations of Chapter [15.52](#), including illicit discharges and connections that discharge into the municipal storm drain system and/or surface and ground waters. Enforcement shall be conducted in accordance with procedures set forth in this chapter. Special enforcement provisions related to illicit discharges and connections are set forth in this section.

(b) Authority. It shall be the duty of the public works director or designee to administer the provisions of this section.

(c) Determining Fines for Illicit Discharges and Connections and Other Violations of Chapter [15.52](#).

(1) Each action or omission taken in violation of Chapter [15.52](#) shall constitute a separate violation.

- 148 (2) Any person who aids or abets the violation shall be considered to  
 149 have committed a violation for purpose of assessment of fines.  
 150  
 151 (3) Fines for a violation shall be determined using the enforcement  
 152 penalty surface water enforcement matrix (Table 1) and administered  
 153 per violation.

**Table 1. ~~Enforcement Penalty~~Surface Water Enforcement Matrix**

<b>Enforcement Evaluation <del>Criterion</del> Criteria</b>	<b>No (0 points)</b>	<b>Possibly (1 point)</b>	<b>Definitely (2 points)</b>
1) Perceived Public Health Risk?			
2) Environmental Damage or Adversely Impacting Infrastructure?			
3) Impacting Municipal Storm Drain System?			
34) Willful or Knowing Violation?			
45) Unresponsive in Correcting Action?			
56) Improper Operation or Inadequate Maintenance?			
6) Failure to Obtain Necessary Permits and Approval?			
7) Economic Benefit to Noncompliance?			
8) Repeat Violation?			

154 The ~~enforcement penalty surface water enforcement~~ matrix (Table 1) is  
 155 comprised of a set of criteria formulated as questions for the director to  
 156 evaluate and answer. The director uses the guidelines below to  
 157 determine the total points to be assessed according to the violation. The  
 158 ~~civil penalty surface water fine(s)~~ are determined by the total score of  
 159 the matrix.

- 160  
 161 1. Did the violation result in a public health risk?  
 162  
 163 a. Answer "no" if there is no evidence to support a claim of public  
 164 health risk or adverse health effects.  
 165  
 166 b. Answer "possibly" if evidence supports a claim of public health risk  
 167 and there is a plausible connection between this violation and health  
 168 effect.  
 169  
 170 c. Answer "definitely" if there is direct evidence linking public health  
 171 risk or adverse effects with the violation.  
 172  
 173 2. Did the violation result in environmental (e.g., physical, chemical,  
 174 or biological) damage ~~or adversely impact infrastructure?~~  
 175  
 176 a. Answer "no" if there is no evidence to support a claim of  
 177 environmental ~~or infrastructure~~ damage.



- 178 b. Answer "possibly" if environmental ~~or infrastructure~~ damage can  
179 be reasonably-inferred from evidence or knowledge of the effects of the  
180 violation.  
181
- 182 c. Answer "definitely" if there is direct evidence linking environmental  
183 ~~or infrastructure~~ damage with the violation.  
184
- 185 3. Did the violation impact the municipal storm drain system?  
186
- 187 a. Answer "no" if there is no evidence to support a claim of impact to  
188 municipal storm drain system.  
189
- 190 b. Answer "possibly" if impact to municipal storm drain system can be  
191 reasonably-inferred from evidence or knowledge of the effects of the  
192 violation.  
193
- 194 c. Answer "definitely" if there is direct evidence linking municipal  
195 storm drain system impacts to the violation.  
196
- 197 34. Was the action a willful and knowing violation?  
198
- 199 a. Answer "no" if the violator obviously did not know that the action  
200 or inaction constituted a violation.  
201
- 202 b. Answer "possibly" if the violator should have known.  
203
- 204 c. Answer "definitely" if the violator clearly knew or was previously  
205 informed of the violation by the city's inspectors or permit conditions.  
206
- 207 4—5. Was the responsible party unresponsive in correcting the  
208 violation?  
209
- 210 a. Answer "no" if the violation was corrected as soon as the  
211 responsible party learned of it.  
212
- 213 b. Answer "possibly" if the violation was corrected in a less timely and  
214 cooperative fashion.  
215
- 216 c. Answer "definitely" if the responsible party made no attempt to  
217 correct the violation.  
218
- 219 56. Was the violation a result of improper operation or inadequate  
220 maintenance?  
221
- 222 a. Answer "no" if the violation was not the result of improper  
223 operation or inadequate maintenance.  
224
- 225 b. Answer "possibly" if operation and/or maintenance was completed  
226 but a violation still occurred.  
227
- 228 c. Answer "definitely" if the violation was a result of improper  
229 operation or inadequate maintenance.

6. ~~Did the responsible party fail to obtain and comply with the necessary permits, certifications and approvals from the agency with jurisdiction to operate at the time of the violation?~~

a. ~~Answer "no" if the paperwork was complete and appropriate for the job or task that caused the violation.~~

b. ~~Answer "possibly" if the responsible party obtained and received approval for some but not all of the required permit(s).~~

c. ~~Answer "definitely" if the responsible party either did not obtain the necessary permits or did obtain permits but did not comply with their conditions.~~

7. Did anyone benefit economically from noncompliance?

a. Answer "no" if it is clear that no one gained an economic benefit.

b. Answer "possibly" if someone might have benefited.

c. Answer "definitely" if the economic benefit is quantifiable.

8. ~~Is this violation a repeat violation?~~

a. ~~Answer "no" to indicate that there have been no prior violations.~~

b. ~~Answer "possibly" to indicate that there has been one prior violation.~~

c. ~~Answer "definitely" to indicate that there have been three or more prior violations.~~

Once the total amount of penalty points is determined, a rating and a corresponding ~~penalty~~surface water fine amount is established (Table 2).

**Table 2. Penalty Points Rating and Corresponding ~~Penalty~~ Surface Water Fine Amount**

<b>Rating</b>	1-2	3-4	5-6	7-8	9-10	10
<b><u>Penalty Fine</u></b>	<del>\$250</del> <u>500</u>	<del>\$1500</del>	<del>\$1,000</del> <u>2,500</u>	<del>\$1,500</del> <u>4,000</u>	<del>\$2,000</del> <u>6,000</u>	<del>\$2,500</del>

<b>Rating</b>	11-12	12	13-14	14	15+
<b><u>Penalty Fine</u></b>	<del>\$3,000</del> <u>8,000</u>	<del>\$3,500</del>	<del>\$4,000</del> <u>10,000</u>	<del>\$4,500</del>	<del>\$5,000</del>

(d). Self-reported Violations. The director or designee may reduce or waive the surface water fine for persons who immediately self-report violations to the city at 425-587-3900.

(e) Assessment of Fines.

(1) Fines. The director or designee shall assess the ~~penalty amount~~ surface water fine against the ~~any~~ responsible party in a written notice that sets forth the nature of the violation and the determination of the ~~penalty~~ amount of the fine due. The director or designee may elect not to seek surface water fines if he or she finds that special rare and unique circumstances do not warrant imposition of fines.

(2) Repeat violations. Where the city finds a repeat violation of Chapter 15.52 has occurred pursuant to KMC 1.12.020(l), the fine for the repeat violation shall be determined by multiplying the surface water fine amount in Table 2, above, by the number of violations. For example, the fine for second time violators is multiplied by two, and the fine for third time violators is multiplied by three, and so on.

(f) Corrective Action and Summary abatement. In addition to ~~penalties~~ surface water fines, the city may require the responsible party to take corrective action to cease violating Chapter 15.52, including, but not limited to, requiring the responsible party to fully remove pollutants from private storm system(s) which enters into the municipal storm system. In the event the responsible party fails to take necessary corrective action ~~do so~~ in a timely fashion, the city may take summary abatement action in accordance with Section 1.12.060(b)

(g) Cost Recovery. The director or designee shall assess costs associated with cleaning or restoring the municipal storm drain system against any responsible party in a written notice that sets forth the nature of the violation and the determination of the amount. The director or designee may elect not to seek costs if he or she finds that unique circumstances do not warrant such collection.

(h) Real property Owner Liability. Where a violation of Chapter 15.52 has occurred at least in part on private property, and when more than one person is responsible for fines and/or costs under subsection (d), (e) and/or (f) above, the director or designee may determine that the owner of the real property where the violation occurred shall be jointly and severally liable for all of the fines and/or costs assessed again each person.

(di) Notice of Civil Violation and Hearing on Violation. ~~Failure to Remove Pollutant or Failure to Pay Fines.~~ The city may issue a notice of civil violation to the ~~any~~ responsible party who violates Chapter 15.52 and who fails to pay surface water fines and/or costs of recovery, and/or costs of abatement, and/or fails to take other necessary corrective action, or to remove pollutants from a private storm system that enters into the municipal storm system according to the procedures set forth in this chapter. The hearing on the notice of civil violation shall be held in accordance with Section 1.12.050, and shall determine whether the responsible party violated Chapter 15.52 and impose any appropriate fine(s) for such violation(s), as well as whether the responsible party failed to pay fines or remove pollutants from a private system that enters into the municipal storm system according to the procedures set forth in this chapter.

321        Section 3. Kirkland Municipal Code Section 15.52.090(c) is  
322 amended to read as follows:

323  
324        **15.52.090(c) Illicit discharges and connections. Conditional**  
325 **Discharges.**

326  
327        (c) Conditional Discharges. The following types of discharges shall not  
328 be considered illicit discharges for the purpose of this chapter if they  
329 meet the stated conditions, or unless the public works director or  
330 designee determines that the type of discharge, whether singly or in  
331 combination with others, is causing or is likely to cause pollution of  
332 surface water or ground water:

333  
334        (1) Potable water, including water from water line flushing,  
335 hyperchlorinated water line flushing, fire hydrant system flushing, and  
336 pipeline hydrostatic test water. Planned discharges shall be  
337 dechlorinated to a total residual chlorine concentration of 0.1 ppm or  
338 less, pH-adjusted, if necessary, and in volumes and velocities controlled  
339 to prevent resuspension of sediments in the storm water system.

340  
341        (2) Lawn watering and other irrigation runoff are permitted but shall  
342 be minimized.

343  
344        (3) Dechlorinated swimming pool, spa and hot tub discharges. These  
345 discharges shall be dechlorinated to a total residual chlorine  
346 concentration of 0.1 ppm or less, pH-adjusted, and reoxygenized if  
347 necessary and in volumes and velocities controlled to prevent  
348 resuspension of sediments in the storm water system. Discharges shall  
349 be thermally controlled to prevent an increase in temperature of the  
350 receiving water. Swimming pool cleaning wastewater and filter  
351 backwash shall not be discharged to the municipal separate storm sewer  
352 system ("MS4"), as defined in the most recent version of the Western  
353 Washington Phase II Municipal Stormwater Permit.

354  
355        (4) Street and sidewalk wash water, water used to control dust, and  
356 routine external building wash down that does not use detergents are  
357 permitted if the amount of street wash and dust control water used is  
358 minimized. At active construction sites, street sweeping must be  
359 performed prior to washing the street.

360  
361        (5) Non-storm water discharges covered by another NPDES permit;  
362 provided, that the discharger is in full compliance with all requirements  
363 of the permit, waiver, or order and other applicable laws and  
364 regulations; and provided, that written approval has been granted for  
365 any discharge to the storm drain system.

366        Section 4. Kirkland Municipal Code Section 15.52.100 is  
367 amended to read as follows:

368  
369        **15.52.100 Source control best management practices.**

370  
371        BMPs shall be applied to any business or residential activity that  
372 might ~~Any person causing or allowing discharge~~ contaminants to a

public drainage facility, natural drainage system, surface and storm water, or ground water. Contaminants shall be controlled contamination in the discharge by implementing appropriate source control BMPs, as described in the 2016 King County Stormwater Pollution Prevention Manual. Discharges associated with activities not addressed in the 2016 King County Stormwater Pollution Prevention Manual shall be controlled using BMPs reviewed and accepted by the City. Failure to implement such practices shall constitute a violation of this chapter. ~~Design requirements for BMPs are provided in the pre-approved plans.~~

Section 5. 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 6. 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 from 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 \_\_\_\_\_, 2018.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Amy Walen, Mayor

Attest:

\_\_\_\_\_  
Kathi Anderson, City Clerk

Approved as to Form:

\_\_\_\_\_  
Kevin Raymond, City Attorney

PUBLICATION SUMMARY  
OF ORDINANCE NO. O-4666

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE  
WATER REGULATIONS.

SECTION 1. Amends Kirkland Municipal Code Section  
1.12.020 related to definitions for code enforcement regulations.

SECTION 2. Amends Kirkland Municipal Code Section  
1.12.200 updating special provisions relating to enforcement of Kirkland  
Municipal Code Chapter 15.52 related to surface water management.

SECTION 3. Amends Kirkland Municipal Code Subsection  
15.52.090(c) updating the types of conditional discharges.

SECTION 4. Amends Kirkland Municipal Code Section  
15.52.100 related to best management practices related to storm water  
pollution prevention.

SECTION 5. Provides a severability clause for the ordinance.

SECTION 6. 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 \_\_\_\_\_, 2018.

I certify that the foregoing is a summary of Ordinance  
\_\_\_\_\_ approved by the Kirkland City Council for summary  
publication.

\_\_\_\_\_  
Kathi Anderson, City Clerk

**CITY OF KIRKLAND**

**Planning and Building Department**  
123 5th Avenue, Kirkland, WA 98033  
425.587.3600- [www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Deb Powers, Urban Forester  
Adam Weinstein, AICP, Deputy Planning Director

**Date:** November 20, 2018

**Subject:** 2018 Kirkland Tree Canopy Assessment Report and Code Amendments to Kirkland Zoning Code Chapter 95, Tree Management and Required Landscaping, File Number CAM18-00408

**Staff Recommendation**

The City Council should receive an update on the Kirkland Zoning Code Chapter 95 (KZC 95) code revision process and the 2018 canopy cover analysis, and provide feedback on proposed code amendments.

**Background**

Balancing growth and development while maintaining a [livable community](#) is a primary reason to adopt tree protection codes. KZC 95 (Attachment 1) establishes a permit process and standards for the protection and replacement of trees primarily on private property. With the exception of minor code amendments, KZC 95 was last updated in 2010 and was identified for an update in the 2018-20 Planning Work Program.

The purpose of the city-wide 2018 tree code revision is to support goals established in Kirkland's Comprehensive Plan and the objectives in the [Urban Forestry Strategic Management Plan](#), to address issues and challenges that have arisen since the last major tree code revision and to update the code so that it is effective and easier to use.

Separately, as part of developing the new Finn Hill Neighborhood Plan, staff had looked at revising the Holmes Point Overlay (HPO) code, Kirkland Zoning Code Chapter 70 (KZC 70). The original HPO was developed to address stormwater runoff, critical areas and tree protection in a sub-neighborhood area within the Finn Hill neighborhood. When the draft HPO was presented to the City Council in June 2018, HPO adoption was postponed for a number of reasons:

- Desire to address some proposed HPO code provisions as part of the city-wide code update
- Desire to update tree code enforcement rules simultaneously with updating the city-wide tree code

- Recognition that pending Planning work projects (review of the efficacy of tree regulations on development sites, and the tree canopy assessment) should influence the tree code update

Staff will be looking for City Council direction on proposed HPO code amendments in spring 2019, following KZC 95 and Kirkland Municipal Code 1.12.100 (tree code enforcement) adoption. Proposed changes to KMC 1.12.100 include increased penalties for unauthorized tree removal and revising tree protection inspection procedures.

As a foundation to the code update project, the background of Kirkland's tree code and a description of how the code currently works was outlined in the [June 28, 2018 memo](#) (pages 4-11) to the Planning Commission. Since a basic understanding of tree canopy cover was needed to make decisions on whether the City should change its metric for code requirements, background information on canopy cover was provided in the same memo (pages 2-3).

Staff's list of code issues and interpretations from 2014 is a key component of the potential tree code amendments. Additional code issues and potential amendments were identified from various sources such as:

#### Holmes Point Overlay Code Amendment Process

There were a number of proposed HPO code amendments for consideration on a city-wide basis, including:

- Establish a minimum tree canopy cover percentage on a lot-by-lot basis
- Increase quantitative tree retention/planting requirements (tree credits)
- Redefine/increase qualitative tree retention/planting requirements (tree retention values)

#### 2018 Intern Findings on Tree Code Efficacy

In 2018, the Planning and Building Department hired an intern to review the efficacy of the tree code in protecting existing trees on development site and adding new trees to the urban forest. Intern findings were presented in the [August 9, 2018 Planning Commission memo](#). Some of the key takeaways resulting from this research project are:

- Arborvitae, a slow-growing, columnar conifer, is used excessively to meet tree credit requirements
- Many newly planted (required) trees are poorly located
- Improvements in retaining large trees on development sites are needed

#### 2018 Canopy Cover Analysis

The 2018 Urban Tree Canopy Assessment report (Attachment 2) was presented in the [November 8, 2018 Planning Commission memo](#). Overall, urban tree canopy cover (UTC) dropped from 40 to 38 percent between 2010 and 2017. The analysis shows:

- Single Family Residential areas had the greatest canopy loss by acreage, but offer the greatest potential for planting new trees
- The Moss Bay and South Rose Hill neighborhoods have the lowest percentage of UTC



- Tree canopy cover increased in Industrial, Parks and Institutional land classes from 2010 to 2017

Recent changes to arboricultural industry standards and continued discussions with Planners, Code Enforcement and Legal staff have provided further direction on potential code amendments, along with guidance from the Planning Commission/Houghton Community Council, local developers, neighborhood groups, and the general, outlined in the sections below.

Once compiled, potential code amendments were classified by the policy impact of the modification using Planning and Building Department guidelines:

*No Impact* - amendments that clarify or further define something already in the code, address redundancies and typos, or involve reformatting or removal of outdated references. They do not change the meaning of the code.

*Minor Impact* - amendments resulting from updates to Best Available Science, Best Management Practices, industry standards, etc. that do not result in changes to code intent or an increase in requirements.

*Moderate Impact* - relatively uncontroversial restructuring of code sections, and any of the above that result in new, increased or eliminated requirements.

*Major Impact* - substantially prohibit/ban or add new requirements to what's currently allowed. These may result in significant changes to procedures, additional cost to permit applicants or change the intent of the code.

### **Public Comment**

Public outreach was conducted as scoped in the Public Engagement Plan, Attachment 9 in the November 8, 2018 PC [memo](#). Staff met with two stakeholder groups (Kirkland developers and citizens from the Finn Hill Neighborhood) and utilized multiple public engagement events to reach the general public. All letters and correspondence on the KZC 95 code amendments received by staff and the Planning Commission up to 12 p.m. on October 31, 2018 were included in Attachment 10 of the same memo.

All themes derived from public engagement are currently being addressed with the KZC 95 code amendments. Staff expects that continued public involvement with the tree code updates may result in additional contributions to the current list of potential code amendments.

As a result of the public engagement process, staff identified a need for additional education about the tree code. Educating the community about tree protection after the updated code is adopted will be an important follow-up task.

Due to the complexity and volume of potential code amendments, staff presented the amendments to the Planning Commission/Houghton Community Council in manageable segments over the course of multiple study sessions.

**Houghton Community Council Comments**

The Houghton Community Council (HCC) communicated to staff at an [August 27, 2018 meeting](#) that code changes should address areas where the code is:

- Too ambiguous or unclear
- Not very predictable for developers
- Inconsistent in its outcomes across multiple users encountering similar situations

More specifically, the HCC expressed an interest in code or procedural changes that would address:

- A High Retention Value tree definition that is less subjective
- Clarifying KZC 95.23 on public tree removals
- Retaining tree groves when designing parking lots
- Clarifying KZC 95.30.6 (b) on tree plan modifications
- Planned tree removal prior to development permit submittal that is the “unintended consequence” of unclear and unpredictable codes
- Damage to trees adjacent to development properties (which should remain a civil issue)
- Integrating tree protection inspections with building inspection procedures

**Planning Commission Comments**

The most straightforward (no/minor policy impact) potential code amendments were the focus of the [September 13, 2018 Planning Commission](#) meeting memo. While the Planning Commission acknowledged that these amendments may need additional refinement, there was agreement that the general text and direction of the draft code was appropriate. These revisions may, however, be affected by factors such as additional amendments to KZC 95.

At the same meeting, the moderate- and major-impact potential code amendments were discussed, leaving the most complex and controversial of the potential KZC 95 code amendments, Tree Retention Associated with Development Activity, as the focus of the [November 8, 2018 PC meeting](#). Of those, the most substantial code updates are summarized below:

<b>Prevent girdling/tree removal prior to development permit submittal</b>
Code sections: KZC 95.23.5, KZC 95.30.2, KZC 95.23.2, KZC 95.10.19
Issue: High quality trees are being preemptively removed from potential development sites.
Discussion: Girdling/tree removal occurs under the 2-per-year tree removal allowance prior to development permit submittal to intentionally avoid compliance with “High Retention Value” tree requirements.
Options: <ol style="list-style-type: none"> <li>1. Define girdled trees as tree removal (similar to “topping”).</li> <li>2. Clearly prohibit such activities, similar to City of Renton (RMC 4-4-130D): <i>“Prohibited Activities: Tree Cutting in Advance of Issuance of Land Development Permit – there shall</i></li> </ol>

<p><i>be no tree removal or land clearing on any site for the sake of preparing that site for future development."</i></p> <p>3. Specify an acceptable time period between tree removal and development permit submittal in KZC 95.23.5 such as "...any private property owner may remove up to two significant trees provided that a development permit application will not be submitted within 90 days."</p> <p>4. Consider recently girdled/removed trees at development permit submittal as unauthorized tree removal subject to code enforcement. Verification could include use of surveys and arborist reports submitted with permit applications, GIS data, Google street view photos, and material evidence of recent tree removal.</p>
Staff recommendation: All options, address related code amendments #38, #56 and #58.

<b>Determine tree retention early in the short plat/subdivision design process</b> (i.e., Citywide Integrated Development Plan (IDP) review)
Code sections: KZC 95.35.5, KZC 95.30.6
Issues: Phased short plat/subdivision plan review results in protracted discussions and disagreements about tree retention between staff and permit applicants. Preemptive tree removal prior to permit submittal is an "unintended consequence" of complying with a code that some deem too restrictive. Intern findings indicate a prevalence of preemptive tree removal.
Discussion: Make tree retention/removal decisions early, as utilities, access and building footprint locations are being determined. A Citywide IDP process would allow for a more predictable and consistent process for tree plan review.
Options: <ol style="list-style-type: none"> <li>1. Require IDP Citywide</li> <li>2. Amend the related modifications to IDP (#22)</li> </ol>
Staff recommendation: All options

<b>Consider using canopy cover vs. tree density credits requirements</b>
Code section: KZC 95.33
Issue: The FHNA strongly advocates using a canopy-based metric on a lot-by-lot basis to determine adequate tree retention/planting.
Discussion: See the <a href="#">June 28, 2018 Planning Commission memo</a> on the pros/cons of using canopy cover as a tree retention/replanting metric. At that meeting, the PC expressed opposition to transitioning to a canopy-based system due to: <ul style="list-style-type: none"> <li>• Ease of diameter at breast height (DBH) data collection regardless of expertise</li> <li>• Trunk size generally correlates to tree size</li> <li>• Other cities use credit-based systems including Issaquah, Medina, Kenmore, Woodinville and Vancouver, WA</li> </ul>
Options: <ol style="list-style-type: none"> <li>1. No change to existing tree credit requirements, or</li> </ol>

2. Focus on trees worthy of retention without numerical thresholds (see #64/72). For sites devoid of trees, require a minimum number of new trees based on lot size
Staff recommendation: Option 2

<b>Clarify grove retention requirements</b>
Code section: KZC 95.05, 95.10, KZC 95.51.3
Issue: Disagreement on designating groves between staff and permit applicants.
Discussion: KZC 95.10 defines groves as 3 or more significant trees with overlapping or touching crowns. Retaining groves of trees enhances community character, helps to slow the loss of canopy cover and furthers the intent and purpose of KZC 95. Other cities that protect tree groves are Bellevue, Issaquah, Mercer Island, Renton, Sammamish, Shoreline, and Woodinville.
Options: <ol style="list-style-type: none"> <li>1. Revise code so retention requirements are located in the same code section.</li> <li>2. Clarify grove designations on sites undergoing remodels/additions.</li> </ol>
Staff recommendation: Options 1 and 2

<b>Clearly define trees of merit</b>
Code section: KZC 95.10
Issue: Definitions of retention values and High Retention Value tree requirements often are areas of disagreement between staff and development permit applicants.
Discussion: A sustainable urban forest is ensured when tree planting is driven by canopy status, age distribution and species diversity objectives. Prior to KZC 95, Kirkland required only 25% existing tree retention, resulting in isolated remnants of poor quality trees on Single Family Residential lots. The 2018 tree canopy analysis shows a city-wide decrease in canopy cover between 2010 and 2017, most notably in the Single Family Residential land use classification. Current <a href="#">intern findings</a> show: <ul style="list-style-type: none"> <li>• The notably good condition of trees retained on development sites indicate that High Retention Value Tree requirements are effective if such trees are preserved as part of development plans.</li> <li>• Required tree planting is providing an abundance of new trees.</li> <li>• Only 10% of all trees retained on development sites are large trees (over 22" trunk diameter).</li> <li>• No trees that were required to be retained had been removed after the 5 Year Maintenance Agreement had expired.</li> </ul> Findings and data provide justification for pursuing retention efforts for trees of merit. The challenge is to balance the need for high quality tree retention in a manner that does not limit development potential or risk constitutional takings challenges.
Options:

<ol style="list-style-type: none"> <li>1. Eliminate the Low, Moderate and High Retention Value tree definitions, which have not been very effective per Planning and Building Department staff, and</li> <li>2. Clearly define and prioritize trees of merit by size, condition, grove status, etc. <ol style="list-style-type: none"> <li>a. Landmark – healthy tree over 30" DBH (Redmond, Issaquah)</li> <li>b. Specimen – the current KZC 95.10.17 definition: a viable tree greater than 6" DBH that's in very good to excellent health and free of major defects as determined by the City. "Viable" generally means that the tree is in good health as determined by the applicant's arborist (Issaquah, Lake Forest Park, Olympia and others)</li> <li>c. Grove – significant trees that form a contiguous canopy (numerous cities protect groves, see #63), and</li> </ol> </li> <li>3. Clearly define the location of trees that must be retained using options such as: <ol style="list-style-type: none"> <li>a. outside building envelope, or</li> <li>b. within required setbacks, in yards and around the site perimeter, or</li> <li>c. "within the site interior" (Bellevue), or</li> <li>d. "not within the building footprint of the principal building on the lot, excluding those trees where alternative design of the building is feasible in retaining the tree" (Medina), or</li> <li>e. "outside the area of land disturbance except where necessary to install site improvements, e.g., driveways, utilities, etc." (Mercer Island), and</li> </ol> </li> <li>4. Incentivize tree preservation on private property. For example, if resources allow: <ol style="list-style-type: none"> <li>a. Offer a template Voluntary Tree Conservation Easement (Example: Attachment 4)</li> <li>b. Support a citizen-led volunteer Heritage Tree Program similar to the <a href="#">City of Seattle-PlantAmnesty</a> model</li> <li>c. Conduct public education on the benefits of trees and mature tree maintenance</li> </ol> </li> </ol>
Staff Recommendations: All options

<b>Clarify retention requirements for trees of merit</b>
Code section: KZC 95.30.5
Issue: Provides City with increased authority to require retention of trees of merit and to require applicants to use variations to development standards for their retention.
Discussion: Code currently reads: retain High Retention Value trees "to the maximum extent possible" and the applicant "shall pursue where feasible applicable variations in the development standards," which often results in code interpretation disagreements between Planning and permit applicants.
Options: <ol style="list-style-type: none"> <li>1. Clearly define and prioritize trees worthy of retention (#63, 64/72), and</li> <li>2. Specify that <i>site improvements shall be designed and constructed to protect trees with the following characteristics...</i>(Redmond, Shoreline), or</li> <li>3. Applicant must show where <i>alternative design of the building is feasible in retaining the tree</i> (Medina), or</li> </ol>

- |   |
|---|
| <p>4. Consider Reasonable Use Exception language so an applicant would need to apply for an exception <i>if the tree code will prevent any reasonable economic use of the owner's property</i> (Redmond, Lake Forest Park) to the Hearing Examiner.</p> |
|---|

<p>Staff recommendation: Options 1 and 2 or 3</p>
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Other potential code amendments currently under consideration by the Planning Commission:

- Require tree retention early in the shortplat/subdivision design process (IDP)
- Improve tree protection fence/sign standards
- Limit credits awarded for arborvitae/address excessive planting on SPL/SUB
- Assure new (required) trees are planted in appropriate locations
- Regulate hedges (height, removal of multiple trees in a hedge)
- Clarify/streamline code, make it "less subjective"
- Require developers to post bonds for new required trees (vs. 5-Year Maintenance Agreements)

The specific issues, discussion, options and staff recommendations for these and other potential code amendments are detailed in the [November 8, 2018 Planning Commission memo](#).

### Next Steps

Staff will seek consensus from the Planning Commission and Houghton Community Council at the November 26, 2018 joint meeting. The intent of the joint meeting is to allow continued discussion of the code amendments and provide clear direction to staff to draft proposed code language. Staff will be returning with draft code at the December 13, 2018 Planning Commission meeting so that any changes to the draft code can be made prior to the Public Hearing scheduled for January 24, 2019.

Staff provided status reports to City Councilmembers through Council Committee meetings throughout the tree code amendment process. The emphasis of this memo is to provide a summary update of the KZC 95 code amendments and to ask the City Council:

- *Does the City Council have additional KZC 95 or related issues that may warrant a code amendment, procedural change, incentive or public education?*
- *Is there any other information the City Council needs to review the potential KZC 95 code amendments?*

### Attachments:

1. Kirkland Zoning Code Chapter 95, Tree Management and Required Landscaping
2. 2018 Urban Tree Canopy Assessment report

cc: File Number CAM18-00408

## **Chapter 95 – TREE MANAGEMENT AND REQUIRED LANDSCAPING**

### **Sections:**

95.05 Purpose and Intent

95.10 Definitions

95.20 Exemptions

1. Emergency Tree Removal

2. Utility Maintenance

3. Commercial Nurseries or Tree Farms

95.21 Tree Pruning

1. Tree Pruning of Street Trees

2. Tree Pruning on Private Property

95.23 Tree Removal – Not Associated with Development Activity

1. Introduction

2. Permit Required for Removal of Trees on Private Property or City Right-of-Way

3. Tree Removal Permit Application Form

4. Tree Removal Permit Application Procedures and Appeals

5. Tree Removal Allowances

95.25 Sustainable Site Development

95.30 Tree Retention Associated with Development Activity

1. Introduction

2. Tree Retention Plan Required

3. Tree Retention Plan Review

4. Tree Retention Plan Components

5. Tree Retention Plan

6. Additional Tree Retention Plan Standards for Short Plats and Subdivisions

a. Phased Review

b. Modifications to Tree Retention Plan for Short Plats and Subdivisions

95.32 Incentives and Variations to Development Standards

1. Common Recreational Open Space

2. Parking Areas and Access

3. Required Yards

4. Storm Water

5. Additional Variations

95.33 Tree Density Requirement

1. Tree Density Calculation

2. Supplemental Trees Planted to Meet Minimum Density Requirement

3. Tree Location

4. Minimum Size and Tree Density Value for Supplemental Trees

95.34 Tree and Soil Protection during Development Activity

1. Placing Materials near Trees

2. Protective Barrier

3. Grade

4. Directional Felling

5. Additional Requirements

95.40 Required Landscaping

1. User Guide

2. Use of Significant Existing Vegetation

3. Landscape Plan Required

95.41 Supplemental Plantings

1. General

2. Standards

95.42 Minimum Land Use Buffer Requirements

95.43 Outdoor Use, Activity, and Storage

95.44 Internal Parking Lot Landscaping Requirements

95.45 Perimeter Landscape Buffering for Driving and Parking Areas

1. Perimeter Buffering – General

2. Exception

3. Design Districts

4. Overlapping Requirements

95.46 Modifications to Landscaping Standards

1. Modification to Land Use Buffer Requirements

2. Modifications to General Landscaping Requirements

95.47 Nonconforming Landscaping and Buffers

95.50 Installation Standards for Required Plantings

1. Compliance



2. Timing
3. Grading
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#### 95.51 Tree and Landscape Maintenance Requirements

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### **95.05 Purpose and Intent**

1. Trees and other vegetation are important elements of the physical environment. They are integral to Kirkland's community character and protect public health, safety and general welfare. Protecting, enhancing, and maintaining healthy trees and vegetation are key community values. Comprehensive Plan Policy NE-3.1 describes working towards achieving a City-wide tree canopy coverage of 40 percent. The many benefits of healthy trees and vegetation contribute to Kirkland's quality of life by:

- a. Minimizing the adverse impacts of land disturbing activities and impervious surfaces such as runoff, soil erosion, land instability, sedimentation and pollution of waterways, thus reducing the public and private costs for storm water control/treatment and utility maintenance;
- b. Improving the air quality by absorbing air pollutants, mitigating the urban heat island effect, assimilating carbon dioxide and generating oxygen, and decreasing the impacts of climate change;
- c. Reducing the effects of excessive noise pollution;

- d. Providing cost-effective protection from severe weather conditions with cooling effects in the summer months and insulating effects in winter;
  - e. Providing visual relief and screening buffers;
  - f. Providing recreational benefits;
  - g. Providing habitat, cover, food supply and corridors for a diversity of fish and wildlife; and
  - h. Providing economic benefit by enhancing local property values and contributing to the region's natural beauty, aesthetic character, and livability of the community.
2. Tree and vegetation removal in urban areas has resulted in the loss to the public of these beneficial functions. The purpose of this chapter is to establish a process and standards to provide for the protection, preservation, replacement, proper maintenance, and use of significant trees, associated vegetation, and woodlands located in the City of Kirkland.

The intent of this chapter is to:

- a. Maintain and enhance canopy coverage provided by trees for their functions as identified in KZC 95.05(1);
- b. Preserve and enhance the City of Kirkland's environmental, economic, and community character with mature landscapes;
- c. Promote site planning, building, and development practices that work to avoid removal or destruction of trees and vegetation, that avoid unnecessary disturbance to the City's natural vegetation, and that provide landscaping to buffer the effects of built and paved areas;
- d. Mitigate the consequences of required tree removal in land development through on- and off-site tree replacement with the goals of halting net loss and enhancing Kirkland's tree canopy to achieve an overall healthy tree canopy cover of 40 percent City-wide over time;
- e. Encourage tree retention efforts by providing flexibility with respect to certain other development requirements;
- f. Implement the goals and objectives of the City's Comprehensive Plan;
- g. Implement the goals and objectives of the State Environmental Policy Act (SEPA); and
- h. Manage trees and other vegetation in a manner consistent with the City's Natural Resource Management Plan.
- i. Preserve and protect street trees, trees in public parks and trees on other City property.

(Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

### **95.10 Definitions**

The following definitions shall apply throughout this chapter unless the context clearly indicates otherwise. Definitions that apply throughout this code are also located in Chapter 5 KZC.

- 1. Caliper – The American Association of Nurserymen standard for trunk measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured six (6) inches above the ground for up to and including 4-inch caliper size and 12 inches above the ground for larger sizes.
- 2. Critical Root Zone – The area surrounding a tree at a distance from the trunk, which is equal to one (1) foot for every inch of trunk diameter measured at 4.5 feet from grade or otherwise determined by a qualified professional (example: one (1) foot radius per one (1) inch DBH).

3. Crown – The area of a tree containing leaf- or needle-bearing branches.
4. Diameter at Breast Height (DBH) – The diameter or thickness of a tree trunk measured at 4.5 feet from the ground. DBH is also known as Diameter at Standard Height (DSH).
5. Dripline – The distance from the tree trunk, that is equal to the furthest extent of the tree's crown.
6. Grove – A group of three (3) or more significant trees with overlapping or touching crowns.
7. Hazard Tree – A tree that meets all the following criteria:
  - a. A tree with a combination of structural defects and/or disease which makes it subject to a high probability of failure;
  - b. Is in proximity to moderate to high frequency targets (persons or property that can be damaged by tree failure); and
  - c. The hazard condition of the tree cannot be lessened with reasonable and proper arboricultural practices nor can the target be removed.
8. Impact – A condition or activity that affects a part of a tree including the trunk, branches, and critical root zone.
9. Limit of Disturbance – The boundary between the protected area around a tree and the allowable site disturbance as determined by a qualified professional measured in feet from the trunk.
10. Nuisance Tree – A tree that meets either of the following criteria:
  - a. Is causing obvious physical damage to private or public structures, including but not limited to: sidewalk, curb, road, driveway, parking lot, building foundation, or roof; or
  - b. Has sustained damage from past maintenance practices.

The problems associated with the tree must be such that they cannot be corrected by reasonable practices including but not limited to: pruning of the crown or roots of the tree, bracing, and/or cabling to reconstruct a healthy crown.
11. Public Works Official – Designee of the Public Works Director.
12. Qualified Professional – An individual with relevant education and training in arboriculture or urban forestry, having two (2) or more of the following credentials:
  - International Society of Arboriculture (ISA) Certified Arborist;
  - Tree Risk Assessor Certification (TRACE) as established by the Pacific Northwest Chapter of ISA (or equivalent);
  - American Society of Consulting Arborists (ASCA) registered Consulting Arborist;
  - Society of American Foresters (SAF) Certified Forester for Forest Management Plans;

For tree retention associated with a development permit, a qualified professional must have, in addition to the above credentials, a minimum of three (3) years' experience working directly with the protection of trees during construction and have experience with the likelihood of tree survival after construction. A qualified professional must also be able to prescribe appropriate measures for the preservation of trees during land development.
13. Retention Value – The Planning Official's designation of a tree based on information provided by a qualified professional that is one (1) of the following:

- a. High, a viable tree, located within required yards and/or required landscape areas. Tree retention efforts shall be directed to the following trees if they are determined to be healthy and windfirm by a qualified professional, and provided the trees can be safely retained when pursuing alternatives to development standards pursuant to KZC 95.32:
    - 1) Specimen trees;
    - 2) Tree groves and associated vegetation that are to be set aside as preserved groves pursuant to KZC 95.51(3);
    - 3) Trees on slopes of at least 10 percent; or
    - 4) Trees that are a part of a grove that extends into adjacent property, such as in a public park, open space, critical area buffer or otherwise preserved group of trees on adjacent private property. If significant trees must be removed in these situations, an adequate buffer of trees may be required to be retained or planted on the edge of the remaining grove to help stabilize;
  - b. Moderate, a viable tree that is to be retained if feasible; or
  - c. Low, a tree that is either (1) not viable or (2) is in an area where removal is unavoidable due to the anticipated development activity.
14. Significant Tree – A tree that is at least six (6) inches in diameter at breast height (DBH) as measured at 4.5 feet from the ground.
  15. Significantly Wooded Site – A subject property that has a number of significant trees with crowns that cover at least 40 percent of the property.
  16. Site Disturbance – Any development, construction, or related operation that could alter the subject property, including, but not limited to, soil compaction, tree or tree stump removal, road, driveway or building construction, installation of utilities, or grading.
  17. Specimen Tree – A viable tree that is considered in very good to excellent health and free of major defects, as determined by the City’s Urban Forester.
  18. Street Tree – A tree located within the public right-of-way; provided, that if the trunk of the tree straddles the boundary line of the public right-of-way and the abutting property, it shall be considered to be on the abutting property and subject to the provisions of this chapter.
  19. Tree Removal – The removal of a tree, through either direct or indirect actions, including but not limited to: (1) clearing, damaging or poisoning resulting in an unhealthy or dead tree; (2) removal of at least half of the live crown; or (3) damage to roots or trunk that is likely to destroy the tree’s structural integrity.
  20. Viable Tree – A significant tree that a qualified professional has determined to be in good health, with a low risk of failure due to structural defects, is windfirm if isolated or remains as part of a grove, and is a species that is suitable for its location.
  21. Wildlife Snag – The remaining trunk of a tree that is intentionally reduced in height and usually stripped of its live branches.
  22. Windfirm – A condition of a tree in which it withstands average peak local wind speeds and gusts.

(Ord. 4551 § 4, 2017; Ord. 4238 § 2, 2010; Ord. 4193 § 1, 2009; Ord. 4010 § 2, 2005)

## **95.20 Exemptions**

The following activities are exempt from the provisions of this chapter:

1. **Emergency Tree Removal.** Any tree that poses an imminent threat to life or property may be removed. The City must be notified within seven (7) days of the emergency tree removal with evidence of the threat for removing the tree to be considered exempt from this chapter. If the Planning Official determines that the emergency tree removal was not warranted or if the removed tree was required by a development permit, the Planning Official may require that the party obtain a permit and/or require that replacement trees and vegetation be replanted as mitigation.
2. **Utility Maintenance.** Trees may be removed by the City or utility provider in situations involving interruption of services provided by a utility only if pruning cannot solve utility service problems. Utility maintenance shall conform to a City-approved Utility Vegetation Management Plan.
3. **Commercial Nurseries or Tree Farms.** A nursery or tree farm owner may remove trees that are being grown to be sold as Christmas or landscape trees.

(Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

#### **95.21 Tree Pruning**

1. **Tree Pruning of Street Trees.** It is the responsibility of the abutting property owner to maintain street trees abutting their property, which may include pruning, watering, and mulching. In order to prune, trim, modify, or alter a street tree, the abutting property owner shall apply for a permit by filing a written application with the City. Pruning shall conform to the most recent version of the American National Standards Institute (ANSI) A300 Part 1 – 2001 pruning standards or as outlined in an approved Utility Vegetation Management Plan. The City reserves the right to have City or utility crews perform routine pruning and maintenance of street trees.
2. **Tree Pruning on Private Property.** A permit is not required to prune trees on private property. Pruning which results in the removal of at least half of the live crown will be considered tree removal and subject to the provisions in KZC 95.23.

Tree topping is not allowed. If a tree required by this chapter is smaller than six (6) inches in diameter and is topped, it must be replaced pursuant to the standards in Chapter 1.12 KMC. If a tree six (6) inches or larger in diameter is topped, the owner must have a qualified professional develop and implement a 5-year restoration pruning program.

(Ord. 4281 § 1, 2011; Ord. 4238 § 2, 2010)

#### **95.23 Tree Removal – Not Associated with Development Activity**

1. **Introduction.** Tree and vegetation removal in urban areas has resulted in the loss of beneficial functions provided by trees to the public. The majority of tree canopy within the City of Kirkland is on private property. The purpose of this section is to establish a process and standards to slow the loss of tree canopy on private property, contributing towards the City's canopy goals and a more sustainable urban forest.
2. **Permit Required for Removal of Trees on Private Property or City Right-of-Way.** It is unlawful for any person (other than City crews) to remove, prune, trim, modify, alter or damage a tree in a public park or on any other City property.  
  
No person, directly or indirectly, shall remove any significant tree on any property within the City, or any tree in the public right-of-way, without first obtaining a tree removal permit as provided in this chapter, unless the activity is exempted in KZC 95.20 and subsection (5) of this section.
3. **Tree Removal Permit Application Form.** The Planning and Building Department and Public Works Department shall establish and maintain a tree removal permit application form to allow property owners to request City review of tree removal for compliance with applicable City regulations. The tree removal application form shall include at a minimum the following:
  - a. A site plan showing the approximate location of significant trees, their size (DBH) and their species, along with the location of structures, driveways, access ways and easements.

b. For required replacement trees, a planting plan showing location, size and species of the new trees in accordance to standards set forth in KZC 95.33(3).

4. Tree Removal Permit Application Procedure and Appeals.

a. Applicants requesting to remove trees must submit a completed permit application on a form provided by the City. The City shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application or request additional information. Any decision to deny the application shall be in writing along with the reasons for the denial and the appeal process.

b. The decision of the Planning Official is appealable using the applicable appeal provisions of Chapter 145 KZC.

c. Time Limit. The removal shall be completed within one (1) year from the date of permit approval.

5. Tree Removal Allowances.

a. Except in the Holmes Point Overlay zone, any private property owner of developed property may remove up to two (2) significant trees from their property within a 12-month period without having to apply for a tree removal permit; provided, that:

- 1) There is no active application for development activity for the site;
- 2) The trees were not required to be retained or planted as a condition of previous development activity; and
- 3) All of the additional standards for tree removal and tree removal permits as described in subsections (5)(b) through (e) of this section are met.

The Planning and Building Department shall establish and maintain a tree removal request form. The form may be used by property owners to request Department review of tree removal for compliance with applicable City regulations.

b. Tree Retention and Replacement Requirements.

1) Tree Retention. For single-family homes, cottages, carriage units, two/three-unit homes, two (2) trees shall be required to remain on the subject property.

2) Tree Replacement.

a) For every significant tree that is removed and is not required to remain based on subsection (5)(b)(1) of this section, the City encourages the planting of a tree that is appropriate to the site.

b) If a tree removal request is for one (1) or both of the trees required to remain, a tree removal permit and one-for-one replacement is required. the replacement tree shall be six (6) feet tall for a conifer and 2-inch caliper for deciduous or broad-leaf evergreen tree.

c) For all other uses not listed in subsection (5)(b)(1) of this section, a tree removal permit is required and the required tree replacement will be based on the required landscaping standards in KZC 95.40 through 95.45.

c. Shoreline Jurisdiction. Properties located within the City's shoreline jurisdiction are subject to additional tree removal and replacement standards if the tree(s) to be removed are located within the required shoreline setback. See Chapter 83 KZC for additional standards.

d. **Removal of Hazard or Nuisance Trees.** Any private property owner seeking to remove any number of significant trees which are a hazard or nuisance from developed or undeveloped property or the public right-of-way shall first obtain approval of a tree removal permit and meet the requirements of this subsection.

1) **Tree Risk Assessment.** If the nuisance or hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a nuisance or hazard tree is required. Removal of nuisance or hazard trees does not count toward the tree removal limit if the nuisance or hazard is supported by a report prepared by a qualified professional and approved by the City.

2) **Trees in Critical Areas or Critical Areas Buffers.** See Chapter 90 KZC.

3) **The removal of any tree in the Holmes Point Overlay Zone** requires the planting of a native tree of a minimum of six (6) feet in height in close proximity to where the removed tree was located. Selection of native species and timing of installation shall be approved by the Planning Official.

4) **Street Trees.** Street trees may only be removed if determined to be a hazard or nuisance. If the removal request is for street trees, the Public Works Official may consider whether the tree(s) are now, or may be in the future, part of the City's plans for the right-of-way. The City shall require a one-for-one tree replacement in a suitable location.

e. **Forest Management Plan.**

1) A Forest Management Plan must be submitted for developed, significantly wooded sites (over 40 percent canopy coverage) of at least 35,000 square feet in size in which removal of more than two (2) trees is requested and is not exempt under KZC 95.20. A Forest Management Plan must be developed by a qualified professional and shall include the following:

a) A site plan depicting the location of all significant trees (a survey identifying tree locations is not required) with a numbering system of the trees (with corresponding tags on trees in the field). The site plan shall include size (DBH), species, and condition of each tree;

b) Identification of trees to be removed, including reasons for their removal and a description of low impact removal techniques pursuant to subsection (5)(e)(2) of this section;

c) A reforestation plan that includes location, size, species, and timing of installation;

2) The following Forest Management Plan standards shall apply:

a) Trees to remain should be dominant or co-dominant in the stand, healthy and windfirm.

b) No removal of trees from critical areas and their buffers, unless otherwise permitted by this chapter.

c) No removal of specimen trees, unless otherwise permitted by this chapter.

d) No removal of healthy trees that would cause trees on adjacent properties to become hazardous.

e) The reforestation plan ensures perpetuity of the wooded areas. The size of planted trees for reforestation shall be a minimum of three (3) feet tall.

f) Logging operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. To control erosion, native shrubs, ground cover and stumps shall be retained where feasible. Where not feasible, appropriate erosion control measures to be approved by the City shall be implemented.

g) Removal of tree debris shall be done pursuant to Kirkland Fire Department standards.

- h) Recommended maintenance prescription for retained trees with a specific timeline for such management.

(Ord. 4551 § 4, 2017; Ord. 4491 § 3, 2015; Ord. 4437 § 1, 2014; Ord. 4408 § 1, 2013; Ord. 4372 § 1, 2012; Ord. 4238 § 2, 2010)

### **95.25 Sustainable Site Development**

All activities regulated by this chapter shall be performed in compliance with the applicable standards contained in this chapter, unless the applicant demonstrates that alternate measures or procedures will be equal or superior to the provisions of this chapter in accomplishing the purpose and intent of this chapter as described in KZC 95.05.

Applicants requesting alternative compliance shall submit a site assessment report prepared by a qualified professional detailing how the proposed alternative measures will be equal or superior to the benefits provided by the established trees to be removed. Qualifying projects shall implement sustainable site development strategies throughout the construction process as well as contain measurable performance standards for the techniques used. Examples of sustainable site development include building placement with minimal site impact, habitat protection, water conservation, heat island reduction, storm water flow runoff control and water quality, and utilization of the site's natural services such as solar and wind. Requests to use alternative measures and procedures shall be reviewed by the Planning Official, who may approve, approve with conditions, or deny the request.

(Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

### **95.30 Tree Retention Associated with Development Activity**

1. Introduction. The City's objective is to retain as many viable trees as possible on a developing site while still allowing the development proposal to move forward in a timely manner. To that end, the City requires approval of a tree retention plan in conjunction with all development permits resulting in site disturbance and for any tree removal on developed sites not exempted by KZC 95.20. This section includes provisions that allow development standards to be modified in order to retain viable significant trees.

In order to make better decisions about tree retention, particularly during all stages of development, tree retention plans will require specific information about the existing trees before removal is allowed. Specific tree retention plan review standards provided in this section establish tree retention priorities, incentives, and variations to development standards in order to facilitate preservation of viable trees.

A minimum tree density approach is being used to retain as many viable trees as possible with new development activity. The requirement to meet a minimum tree density applies to new single-family homes, cottages, carriage units, two/three-unit homes, and new residential subdivisions and short subdivisions. If such a site falls below the minimum density with existing trees, supplemental planting is required. A tree density for existing trees to be retained is calculated to see if new trees are required in order to meet the minimum density for the entire site. Supplemental tree location priority is set as well as minimum size of supplemental trees to meet the required tree density.

The importance of effective protection of retained trees during construction is emphasized with specific protection standards in the last part of this section. These standards must be adhered to and included on demolition, grading and building plans as necessary.

Properties within jurisdiction of the Shoreline Management Act are subject to additional tree retention and protection regulations as set forth in Chapter 83 KZC.

Properties within the Holmes Point Overlay zone are subject to additional tree retention and protection regulations as set forth in Chapter 70 KZC.

2. Tree Retention Plan Required. An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree retention plan at the applicant's expense. If proposed development activities call for more than one (1) tree retention plan component, the more stringent tree retention plan component shall apply; provided, that the Planning Official



may require a combination of tree plan components based on the nature of the proposed development activities. If the proposed activity is not clearly identified in this chapter, the Planning Official shall determine the appropriate tree retention plan requirements.

The chart in subsection (5) of this section sets forth the tree retention plan requirements for development activities and associated tree removal. Applicants for development are encouraged to confer with City staff as early in the design process as possible so that the applicable tree planting and retention concepts can be incorporated into the design of the subject property. The Planning Official may waive a component of the tree retention plan if the Planning Official determines that the information is not necessary.

3. Tree Retention Plan Review. Any proposed development of the subject property requiring approval through a building permit, land surface modification permit, and/or demolition permit, or Design Review, Process I, IIA or IIB, described in Chapters 142, 145, 150 and 152 KZC respectively, shall include a tree retention plan to be considered as part of that process.

Based on the tree retention plan information submitted by the applicant and the Planning Official's evaluation of the trees relative to the proposed development on the subject property, the Planning Official shall designate each tree as having a high, moderate, or low retention value as defined in KZC 95.10, Definitions, for application towards the regulations in this chapter.

4. Tree Retention Plan Components. The tree retention plan shall contain the following information as specified in the chart in subsection (5) of this section, unless waived by the Planning Official:

a. A tree inventory containing the following:

- 1) A numbering system of all existing significant trees on the subject property (with corresponding tags on trees); the inventory must also include significant trees on adjacent property with driplines extending over the subject property line;
- 2) Limits of disturbance (LOD) of all existing significant trees (including approximate LOD of off-site trees with overhanging driplines);
- 3) Size (DBH);
- 4) Proposed tree status (trees to be removed or retained);
- 5) Brief general health or condition rating of these trees (i.e.: poor, fair, good, excellent, etc.);
- 6) Tree type or species.

b. A site plan depicting the following:

- 1) Location of all proposed improvements, including building footprint, access, utilities, applicable setbacks, buffers, and required landscaped areas clearly identified. If a short plat or subdivision is being proposed and the location of all proposed improvements cannot be established, a phased tree retention plan review is required as described in subsection (6)(a) of this section;
- 2) Accurate location of significant trees on the subject property (surveyed locations may be required). The site plan must also include the approximate trunk location and critical root zone of significant trees that are on adjacent property with driplines extending over the subject property line;
- 3) Trees labeled corresponding to the tree inventory numbering system;
- 4) Location of tree protection measures;

- 5) Indicate limits of disturbance drawn to scale around all trees potentially impacted by site disturbances resulting from grading, demolition, or construction activities (including approximate LOD of off-site trees with overhanging driplines);
- 6) Proposed tree status (trees to be removed or retained) noted by an 'X' or by ghosting out;
- 7) Proposed locations of any supplemental trees and any required trees in order to meet tree density or minimum number of trees as outlined in KZC 95.33.

c. An arborist report containing the following:

- 1) A complete description of each tree's health, condition, and viability;
- 2) A description of the method(s) used to determine the limits of disturbance (i.e., critical root zone, root plate diameter, or a case-by-case basis description for individual trees);
- 3) Any special instructions specifically outlining any work proposed within the limits of the disturbance protection area (i.e., hand-digging, tunneling, root pruning, any grade changes, clearing, monitoring, and aftercare);
- 4) For trees not viable for retention, a description of the reason(s) for removal based on poor health, high risk of failure due to structure, defects, unavoidable isolation (windfirmness), or unsuitability of species, etc., and for which no reasonable alternative action is possible must be given (pruning, cabling, etc.);
- 5) Describe the impact of necessary tree removal to the remaining trees, including those in a grove or on adjacent properties;
- 6) For development applications, a discussion of timing and installation of tree protection measures that must include fencing and be in accordance with the tree protection standards as outlined in KZC 95.34; and
- 7) The suggested location and species of supplemental trees to be used when required. The report shall include planting and maintenance specifications pursuant to KZC 95.50 and 95.51.

5. Tree Retention Plan. The applicant shall submit a Tree Retention Plan that includes the components identified in the following chart based on the proposed development activity.

**TREE RETENTION PLAN**

<b>Development Activity</b>	<b>Minor <sup>(1)(3)</sup> – Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications</b>	<b>Major <sup>(2)(3)</sup> Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications</b>	<b>Multifamily, Commercial, any other use other than residential, and related demolition and land surface modification applications</b>	<b>Short Plat, Subdivisions, cottages, carriage units, two/three-unit homes, and related demolition and land surface modification applications (see KZC 95.30(6)(a), Phased Review, for additional standards)</b>
<b>Required Components</b>				
<b>TREE INVENTORY AS DESCRIBED IN KZC 95.30(4)(a) FOR:</b>				
All significant trees on the subject property		X	X	X
Significant trees potentially impacted by proposed development activity	X			
<b>SITE PLAN AS DESCRIBED IN KZC 95.30(4)(b) TO INCLUDE:</b>				
Surveyed tree locations if required by the Planning Official		X	X	

Development Activity	Minor <sup>(1)(3)</sup> – Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications	Major <sup>(2)(3)</sup> Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications	Multifamily, Commercial, any other use other than residential, and related demolition and land surface modification applications	Short Plat, Subdivisions, cottages, carriage units, two/three-unit homes, and related demolition and land surface modification applications (see KZC 95.30(6)(a), Phased Review, for additional standards)
Required Components				
Surveyed tree locations				X
A final landscape plan showing retained trees			X	
<b>REQUIREMENTS IN KZC 95.30(4)(c) SHALL BE PREPARED BY A QUALIFIED PROFESSIONAL AND APPLY TO:</b>				
Significant trees within required yards or within 10 feet of any side property line		X		
Significant trees potentially impacted by proposed development activity as determined by the Planning Official			X	
Proposed removal of trees with a high retention value in required landscaping areas			X	
All significant trees				X
<b>TREE RETENTION STANDARDS</b>				
Applicant is encouraged to retain viable trees	X <sup>(4)</sup>			
Retain and protect trees with a high retention value to the maximum extent possible		X <sup>(4)</sup>	X <sup>(4)</sup>	X <sup>(4)</sup>
Retain and protect trees with a moderate retention value if feasible		X	X	X
Preservation and maintenance agreements pursuant to KZC 95.51 are required for all remaining trees on the subject property	X	X	X	X <sup>(5)</sup>
<b>TREE DENSITY</b>				
Tree density requirements shall apply as required in KZC 95.33		X		X
A minimum of two trees must be on the lot following the requirement set forth in KZC 95.33(4)	X			
<b>LANDSCAPING</b>				
Preserved trees in required landscaping areas shall apply toward required landscaping requirements			X	

(1) Applicable when new development, redevelopment, or development in which the total square footage of the proposed improvements is less than 50 percent of the total square footage of the existing improvements on the subject property.

(2) Applicable when new development, redevelopment, or development in which the total square footage of the proposed improvements is more than 50 percent of the total square footage of the existing improvements on the subject property.

(3) For lots created through a short subdivision, subdivision, or planned unit development with an approved Tree Retention Plan, the applicant must comply with the Tree Retention

Plan approved with the short subdivision, subdivision, or planned unit development unless subsection (6)(a) of this section, Phased Review, applies.

(4) To retain trees with a high retention value, the applicant shall pursue, where feasible, applicable variations in the development standards of this code as outlined in KZC 95.32.

(5) Prior to short plat or subdivision recording.

6. Additional Tree Retention Plan Standards for Short Plats and Subdivisions.

a. Phased Review.

1) If during the short plat or subdivision review process the location of all proposed improvements, including the building footprint, utilities, and access, was not able to be established, the applicant may submit a Tree Retention Plan that addresses trees only affected by the known improvements at the time of application. Tree removal shall be limited to those affected areas.

2) A new Tree Retention Plan shall be required at each subsequent phase of the project as more information about the location of the proposed improvements is known subject to all of the requirements in this section.

3) Phased review of Tree Retention Plans is not permitted in the Holmes Point Overlay zone. In the HPO zone, subdivision or short plat applications shall provide a comprehensive review of Tree Retention Plans as outlined in subsections (2) through (5) of this section.

b. Modifications to Tree Retention Plan for Short Plats and Subdivisions. A Tree Retention Plan modification request shall contain information as determined by the Planning Official based on the requirements in subsection (5) of this section, Tree Retention Plan. The fee for processing a modification request shall be established by City ordinance.

For Tree Retention Plans approved during the short plat or subdivision review process that established the location of all proposed improvements, including the building footprint, utilities, and access, a modification to the Tree Retention Plan may be approved as follows:

1) Modification – General. The Planning Official may approve minor modifications to the approved Tree Retention Plan in which the minimum tree density credits associated with trees identified for retention are not decreased.

2) Modification Prior to Tree Removal. The Planning Official may approve a modification request to decrease the minimum number of tree density credits associated with trees previously identified for retention if:

a) Trees inventoried in the original Tree Retention Plan have not yet been removed; and

b) The Planning Official shall not approve or deny a modification pursuant to this section without first providing notice of the modification request consistent with the noticing requirements for the short plat.

3) Modification after Tree Removal. A modification request is required to decrease the minimum number of tree density credits associated with trees previously identified for retention after which trees inventoried in the original Tree Retention Plan have already been removed. Such a request may be approved by the Hearing Examiner only if the following are met:

a) The need for the modification was not known and could not reasonably have been known before the tree retention plan was approved;

- b) The modification is necessary because of special circumstances which are not the result of actions by the applicant regarding the size, shape, topography, or other physical limitations of the subject property relative to the location of proposed and/or existing improvements on or adjacent to the subject property;
- c) There is no practicable or feasible alternative development proposal that results in fewer additional tree removals;
- d) The Hearing Examiner shall not approve or deny a modification pursuant to this section without the Planning Official first providing notice of the modification request consistent with the noticing requirements for the short plat and providing opportunity for comments for consideration by the Hearing Examiner; and
- e) Said comment period shall not be less than 14 calendar days.

(Ord. 4619 § 1, 2017; Ord. 4437 § 1, 2014; Ord. 4252 § 1, 2010; Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

### **95.32 Incentives and Variations to Development Standards**

In order to retain trees, the applicant should pursue provisions in Kirkland's codes that allow development standards to be modified. Examples include but are not limited to number of parking stalls, right-of-way improvements, lot size reduction under Chapter 22.28 KMC, lot line placement when subdividing property under KMC Title 22, Planned Unit Developments, and required landscaping, including buffers for lands use and parking/driving areas.

Requirements of the Kirkland Zoning Code may be modified by the Planning Official as outlined below when such modifications would further the purpose and intent of this chapter as set forth in KZC 95.05 and would involve trees with a high or moderate retention value.

1. **Common Recreational Open Space.** Reductions or variations of the area, width, or composition of required common recreational open space may be granted.
2. **Parking Areas and Access.** Variations in parking lot design and/or access driveway requirements may be granted when the Public Works and Planning Officials both determine the variations to be consistent with the intent of City policies and codes.
3. **Required Yards.** Initially, the applicant shall pursue options for placement of required yards as permitted by other sections of this code, such as selecting one (1) front required yard in the RSX zone and adjusting side yards in any zone to meet the 15-foot total as needed for each structure on the site. The Planning Official may also reduce the front, side or rear required yards; provided, that:
  - a. No required side yard shall be less than five (5) feet; and
  - b. The required front yard shall not be reduced by more than five (5) feet in residential zones. There shall not be an additional five (5) feet of reduction beyond the allowance provided for covered entry porches;
  - c. Rear yards that are not directly adjacent to another parcel's rear yard but that are adjacent to an access easement or tract may be reduced by five (5) feet;
  - d. No required yard shall be reduced by more than five (5) feet in residential zones.
4. **Storm Water.** Requirements pertaining to stormwater may be varied if approved by the Public Works Official under KMC 15.52.060.
5. **Additional Variations.** In addition to the variations described above, the Planning Official is authorized to require site plan alterations to retain trees with a high retention value. Such alterations include minor adjustments to the location of building footprints, adjustments to the location of driveways and access ways, or adjustment to the

location of walkways, easements or utilities. The Planning Official and the applicant shall work in good faith to find reasonable solutions.

(Ord. 4547 § 1, 2016; Ord. 4350 § 1, 2012; Ord. 4238 § 2, 2010)

### 95.33 Tree Density Requirement

The required minimum tree density is 30 tree credits per acre for single-family homes, cottages, carriage units, two/three-unit homes, short plats, and/or subdivisions and associated demolition and land surface modification. For individual lots in a short subdivision or subdivision with an approved Tree Retention Plan, the tree density shall be calculated for each lot within the short plat or subdivision. The tree density may consist of existing trees pursuant to the tree's retention value, supplemental trees or a combination of existing and supplemental trees pursuant to subsection (2) of this section. Existing trees transplanted to an area on the same site shall not count toward the required density unless approved by the Urban Forester based on transplant specifications provided by a qualified professional that will ensure a good probability for survival.

1. Tree Density Calculation. In calculating tree density credits, tree credits may be rounded up to the next whole number from a 0.5 or greater value. For the purpose of calculating required minimum tree density, public right-of-way, areas to be dedicated as public right-of-way, and vehicular access easements not included as lot area with the approved short plat shall be excluded from the area used for calculation of tree density.

Tree density calculation for existing individual trees:

- a. Diameter breast height (DBH) of the tree shall be measured in inches.
- b. The tree credit value that corresponds with DBH shall be found in Table 95.33.1. Existing native conifers (or other conifer species as approved by the Urban Forester) shall count 1.5 times credits for retention.

**Table 95.33.1**

#### Tree Density for Existing Significant Trees

(Credits per minimum diameter – DBH)

DBH	Tree Credits	DBH	Tree Credits	DBH	Tree Credits
3 – 5"	0.5				
6 – 10"	1	24"	8	38"	15
12"	2	26"	9	40"	16
14"	3	28"	10	42"	17
16"	4	30"	11	44"	18
18"	5	32"	12	46"	19
20"	6	34"	13	48"	20
22"	7	36"	14	50"	21

Example: a 7,200-square-foot lot would need five (5) tree credits ( $7,200/43,560 = 0.165 \times 30 = (4.9)$  or five (5)). The tree density for the lot could be met by retaining one (1) existing 16-inch deciduous tree and one (1) existing 6-inch deciduous tree on site. The same 7,200-square-foot lot would meet the required five (5) tree credits by retaining one (1) existing 14-inch conifer.

2. Supplemental Trees Planted to Meet Minimum Density Requirement. For sites and activities requiring a minimum tree density and where the existing trees to be retained do not meet the minimum tree density requirement, supplemental trees shall be planted to achieve the required minimum tree density.
3. Tree Location. In designing a development and in meeting the required minimum tree density, the trees shall be planted in the following order of priority:
  - a. On-Site. The preferred locations for new trees are:
    - 1) In preserved groves, critical areas or their buffers.
    - 2) Adjacent to storm water facilities as approved by Public Works under KMC 15.52.060.
    - 3) Entrance landscaping, traffic islands and other common areas in residential subdivisions.
    - 4) Site perimeter – The area of the subject property that is within 10 feet from the property line.
    - 5) On individual residential building lots.
  - b. Off-Site. When room is unavailable for planting the required trees on site, then they may be planted at another approved location in the City.
  - c. City Forestry Account. When the Planning Official determines on-site and off-site locations are unavailable, then the applicant shall pay an amount of money approximating the current market value of the supplemental trees into the City forestry account.
4. Minimum Size and Tree Density Value for Supplemental Trees. The required minimum size of the supplemental tree worth one (1) tree credit shall be six (6) feet tall for Thuja/Arborvitae or four (4) feet tall for native or other conifers and 2-inch caliper for deciduous or broad-leaf evergreen tree. Additional credits may be awarded for larger supplemental trees. The installation and maintenance shall be pursuant to KZC 95.50 and 95.51 respectively.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

#### **95.34 Tree and Soil Protection during Development Activity**

Prior to development activity or initiating tree removal on the site, vegetated areas, individual trees and soil to be preserved shall be protected from potentially damaging activities pursuant to the following standards:

1. Placing Materials near Trees. No person may conduct any activity within the protected area of any tree designated to remain, including, but not limited to, operating or parking equipment, placing solvents, storing building material or stockpiling any materials, or dumping concrete washout or other chemicals. During construction, no person shall attach any object to any tree designated for protection.
2. Protective Barrier. Before development, land clearing, filling or any land alteration, the applicant shall:
  - a. Erect and maintain readily visible temporary protective tree fencing along the limits of disturbance which completely surrounds the protected area of all retained trees, groups of trees, vegetation and native soil. Fences shall be constructed of chain link and be at least six (6) feet high, unless other type of fencing is authorized by the Planning Official.
  - b. Install highly visible signs spaced no further than 15 feet along the entirety of the protective tree fence. Said sign must be approved by the Planning Official and shall state at a minimum “Tree and Soil Protection Area, Entrance Prohibited” and provide the City phone number for code enforcement to report violations.
  - c. Prohibit excavation or compaction of soil or other potentially damaging activities within the barriers; provided, that the Planning Official may allow such activities approved by a qualified professional and under the supervision of a qualified professional retained and paid for by the applicant.

- d. Maintain the protective barriers in place for the duration of the project until the Planning Official authorizes their removal.
  - e. Ensure that any approved landscaping done in the protected zone subsequent to the removal of the barriers shall be accomplished with machinery from outside the protected zone or by hand.
  - f. In addition to the above, the Planning Official may require the following:
    - 1) If equipment is authorized to operate within the protected zone, the soil and critical root zone of a tree must be covered with mulch to a depth of at least six (6) inches or with plywood, steel plates or similar material in order to protect roots and soil from damage caused by heavy equipment.
    - 2) Minimize root damage by hand-excavating a 2-foot-deep trench, at edge of critical root zone, to cleanly sever the roots of trees to be retained. Never rip or shred roots with heavy equipment.
    - 3) Corrective pruning performed on protected trees in order to avoid damage from machinery or building activity.
    - 4) Maintenance of trees throughout construction period by watering and fertilizing.
3. Grade.
- a. The grade shall not be elevated or reduced within the critical root zone of trees to be preserved without the Planning Official's authorization based on recommendations from a qualified professional. The Planning Official may allow coverage of up to one-half (1/2) of the area of the tree's critical root zone with light soils (no clay) to the minimum depth necessary to carry out grading or landscaping plans, if it will not imperil the survival of the tree. Aeration devices may be required to ensure the tree's survival.
  - b. If the grade adjacent to a preserved tree is raised such that it could slough or erode into the tree's critical root zone, it shall be permanently stabilized to prevent soil erosion and suffocation of the roots.
  - c. The applicant shall not install an impervious surface within the critical root zone of any tree to be retained without the authorization of the Planning Official. The Planning Official may require specific construction methods and/or use of aeration devices to ensure the tree's survival and to minimize the potential for root-induced damage to the impervious surface.
  - d. To the greatest extent practical, utility trenches shall be located outside of the critical root zone of trees to be retained. The Planning Official may require that utilities be tunneled under the roots of trees to be retained if the Planning Official determines that trenching would significantly reduce the chances of the tree's survival.
  - e. Trees and other vegetation to be retained shall be protected from erosion and sedimentation. Clearing operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. To control erosion, it is encouraged that shrubs, ground cover and stumps be maintained on the individual lots, where feasible.
4. Directional Felling. Directional felling of trees shall be used to avoid damage to trees designated for retention.
5. Additional Requirements. The Planning Official may require additional tree protection measures that are consistent with accepted urban forestry industry practices.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

#### **95.40 Required Landscaping**

1. User Guide. Chapters 15 through 56 KZC containing the use zone or development standards tables assign a landscaping category to each use in each zone. This category is either "A," "B," "C," "D," or "E." If you do not know which landscaping category applies to the subject property, you should consult the appropriate use zone or development standards tables.



Requirements pertaining to each landscaping category are located throughout this chapter, except that Landscaping Category E is not subject to this section.

Landscape Categories A, B, C, D, and E may be subject to additional related requirements in the following other chapters:

- a. Various use zone charts or development standards tables, in Chapters 15 through 56 KZC, establish additional or special buffering requirements for some uses in some zones.
- b. Chapter 85 KZC, Geologically Hazardous Areas, addresses the retention of vegetation on steep slopes.
- c. Chapter 90 KZC, Critical Areas, addresses vegetation within critical areas and critical area buffers.
- d. Chapter 110 KZC and Chapter 19.36 KMC address vegetation within rights-of-way, except for the I-405 and SR-520 rights-of-way, and the Cross Kirkland Corridor railbanked rail corridor or the Eastside Rail Corridor.
- e. KZC 115.135, Sight Distance at Intersections, which may limit the placement of landscaping in some areas.
- f. Chapter 22 KMC addresses trees in subdivisions.

2. Use of Significant Existing Vegetation.

- a. General. The applicant shall apply subsection KZC 95.30(3), Tree Retention Plan Procedure, and KZC 95.32, Incentives and Variations to Development Standards, to retain existing native trees, vegetation and soil in areas subject to the landscaping standards of this section. The Planning Official shall give substantial weight to the retained native trees and vegetation when determining the applicant's compliance with this section.
- b. Supplement. The City may require the applicant to plant trees, shrubs, and groundcover according to the requirements of this section to supplement the existing vegetation in order to provide a buffer at least as effective as the required buffer.
- c. Protection Techniques. The applicant shall use the protection techniques described in KZC 95.34 to ensure the protection of significant existing vegetation and soil.

3. Landscape Plan Required. In addition to the Tree Retention Plan required pursuant to KZC 95.30, application materials shall clearly depict the quantity, location, species, and size of plant materials proposed to comply with the requirements of this section, and shall address the plant installation and maintenance requirements set forth in KZC 95.50 and 95.51. Plant materials shall be identified with both their scientific and common names. Any required irrigation system must also be shown.

(Ord. 4551 § 4, 2017; Ord. 4547 § 1, 2016; Ord. 4476 § 3, 2015; Ord. 4408 § 1, 2013; Ord. 4238 § 2, 2010; Ord. 4121 § 1, 2008; Ord. 4097 § 1, 2007; Ord. 4037 § 1, 2006; Ord. 4030 § 1, 2006; Ord. 4010 § 2, 2005)

**95.41 Supplemental Plantings**

1. General. The applicant shall provide the supplemental landscaping specified in subsection (2) of this section in any area of the subject property that:

- a. Is not covered with a building, vehicle circulation area or other improvement; and
- b. Is not a critical area, critical area buffer, or in an area to be planted with required landscaping; and
- c. Is not committed to and being used for some specific purpose.

2. Standards. The applicant shall provide the following at a minimum:

- a. Living plant material which will cover 80 percent of the area to be landscaped within two (2) years. If the material to be used does not spread over time, the applicant shall re-plant the entire area involved immediately. Any area that will not be covered with living plant material must be covered with nonliving groundcover. Preference is given to using native plant species. See Kirkland Native Tree/Plant Lists.
- b. One (1) tree for each 1,000 square feet of area to be landscaped. At the time of planting, deciduous trees must be at least two (2) inches in caliper and coniferous trees must be at least five (5) feet in height.
- c. If a development requires approval through Process I, IIA or IIB as described in Chapters 145, 150 and 152 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.
- d. In RHBD varieties of rose shrubs or ground cover along with other plant materials shall be included in the on-site landscaping.
- e. If development is subject to Design Review as described in Chapter 142 KZC, the City will review plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required plant size as part of Design Review approval.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

#### 95.42 Minimum Land Use Buffer Requirements

The applicant shall comply with the provisions specified in the following chart and with all other applicable provisions of this chapter. Land use buffer requirements may apply to the subject property, depending on what permitted use exists on the adjoining property or, if no permitted use exists, depending on the zone that the adjoining property is in.

LANDSCAPING CATEGORY	ADJOINING PROPERTY	*Public park or low density residential use or if no permitted use exists on the adjoining property then a low density zone.	Medium or high density residential use or if no permitted use exists on the adjoining property then a medium density or high density zone.	Institutional or office use or if no permitted use exists on the adjoining property then an institutional or office zone.	A commercial use or an industrial use or if no permitted use exists on the adjoining property then a commercial or industrial zone.
A		Must comply with subsection (1) (Buffering Standard 1)	Must comply with subsection (1) (Buffering Standard 1)	Must comply with subsection (2) (Buffering Standard 2)	
B		Must comply with subsection (1) (Buffering Standard 1)	Must comply with subsection (1) (Buffering Standard 1)		
C		Must comply with subsection (1) (Buffering Standard 1)	Must comply with subsection (2) (Buffering Standard 2)		
D		Must comply with subsection (2) (Buffering Standard 2)			
E					
<b>Footnotes:</b>		*If the adjoining property is zoned Central Business District, Juanita Business District, North Rose Hill Business District, Rose Hill Business District, Finn Hill Neighborhood Center, Houghton/Everest Neighborhood Center, Business District Core or is located in TL 5, this section KZC 95.42 does not apply.			

This chart 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 a 15-foot-wide landscaped strip with a 6-foot-high solid screening fence or wall. Except for public utilities, the fence or wall must be placed on the outside edge of the land use buffer or on the property line when adjacent to private property. For public utilities, the fence or wall may be placed either on the outside or inside edge of the landscaping strip. A fence or wall is not required when the land use buffer is adjacent and parallel to a public right-of-way that is improved for vehicular use. See KZC 115.40 for additional fence standards. The land use buffer must be planted as follows:
  - a. Trees planted at the rate of one (1) tree per 20 linear feet of land use buffer, with deciduous trees of two and one-half (2-1/2) inch caliper, minimum, and/or coniferous trees eight (8) feet in height, minimum. At least 70 percent of trees shall be evergreen. The trees shall be distributed evenly throughout the buffer, spaced no more than 20 feet apart on center.
  - b. Large shrubs or a mix of shrubs planted to attain coverage of at least 60 percent of the land use buffer area within two (2) years, planted at the following sizes and spacing, depending on type:
    - 1) Low shrub – (mature size under three (3) feet tall), 1- or 2-gallon pot or balled and burlapped equivalent;
    - 2) Medium shrub – (mature size from three (3) to six (6) feet tall), 2- or 3-gallon pot or balled and burlapped equivalent;
    - 3) Large shrub – (mature size over six (6) feet tall), 5-gallon pot or balled and burlapped equivalent.
  - c. Living ground covers planted from either 4-inch pot with 12-inch spacing or 1-gallon pot with 18-inch spacing to cover within two (2) years 60 percent of the land use buffer not needed for viability of the shrubs or trees.
2. For standard 2, the applicant shall provide a 5-foot-wide landscaped strip with a 6-foot-high solid screening fence or wall. Except for public utilities, the fence or wall must be placed on the outside edge of the land use buffer or on the property line when adjacent to private property. For public utilities, the fence or wall may be placed either on the outside or inside edge of the landscaping strip. A fence or wall is not required when the land use buffer is adjacent and parallel to a public right-of-way that is improved for vehicular use. See KZC 115.40 for additional fence standards. The landscaped strip must be planted as follows:
  - a. One (1) row of trees planted no more than 10 feet apart on center along the entire length of the buffer, with deciduous trees of 2-inch caliper, minimum, and/or coniferous trees at least six (6) feet in height, minimum. At least 50 percent of the required trees shall be evergreen.
  - b. Living ground covers planted from either 4-inch pot with 12-inch spacing or 1-gallon pot with 18-inch spacing to cover within two (2) years 60 percent of the land use buffer not needed for viability of the trees.
3. Plant Standards. All plant materials used shall meet the most recent American Association of Nurserymen Standards for nursery stock: ANSI Z60.1.
4. Location of the Land Use Buffer. The applicant shall provide the required buffer along the entire common border between the subject property and the adjoining property.
5. Multiple Buffering Requirement. If the subject property borders more than one (1) adjoining property along the same property line, the applicant shall provide a gradual transition between different land use buffers. This transition must occur totally within the area which has the less stringent buffering requirement. The specific design of the transition must be approved by the City.
6. Adjoining Property Containing Several Uses. If the adjoining property contains several permitted uses, the applicant may provide the least stringent land use buffer required for any of these uses.

7. Subject Property Containing Several Uses. If the subject property contains more than one (1) use, the applicant shall comply with the land use buffering requirement that pertains to the use within the most stringent landscaping category that abuts the property to be buffered.

8. Subject Property Containing School. If the subject property is occupied by a school, land use buffers are not required along property lines adjacent to a street.

9. Encroachment into Land Use Buffer. Typical incidental extensions of structures such as chimneys, bay windows, greenhouse windows, cornices, eaves, awnings, and canopies may be permitted in land use buffers as set forth in KZC 115.115(3)(d); provided, that:

- a. Buffer planting standards are met; and
- b. Required plantings will be able to attain full size and form typical to their species.

(Ord. 4637 § 3, 2018; Ord. 4636 § 3, 2018; Ord. 4495 § 2, 2015; Ord. 4238 § 2, 2010)

#### **95.43 Outdoor Use, Activity, and Storage**

Outdoor use, activity, and storage (KZC 115.105(2)) must comply with required land use buffers for the primary use, except that the following outdoor uses and activities, when located in commercial or industrial zones, are exempt from KZC 115.105(2)(c)(1) and (2)(c)(2) as stated below:

1. That portion of an outdoor use, activity, or storage area which abuts another outdoor use, activity, or storage area which is located on property zoned for commercial or industrial use.
2. Outdoor use, activity, and storage areas which are located adjacent to a fence or structure which is a minimum of six (6) feet above finished grade, and do not extend outward from the fence or structure more than five (5) feet; provided, that the total horizontal dimensions of these areas shall not exceed 50 percent of the length of the facade or fence (see Plate 11).
3. If there is an improved path or sidewalk in front of the outdoor storage area, the outdoor use, activity or storage area may extend beyond five (5) feet if a clearly defined walking path at least three (3) feet in width is maintained and there is adequate pedestrian access to and from the primary use. The total horizontal dimension of these areas shall not exceed 50 percent of the length of the facade of the structure or fence (see Plate 11).
4. Outdoor dining areas.
5. That portion of an outdoor display of vehicles for sale or lease which is adjacent to a public right-of-way that is improved for vehicular use; provided, that it meets the buffering standards for driving and parking areas in KZC 95.45(1); and provided further, that the exemptions of KZC 95.45(2) do not apply unless it is fully enclosed within or under a building, or is on top of a building and is at least one (1) story above finished grade.
6. Outdoor Christmas tree lots and fireworks stands if these uses will not exceed 30 days, and outdoor amusement rides, carnivals and circuses, and parking lot sales which are ancillary to the indoor sale of the same goods and services, if these uses will not exceed seven (7) days.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

#### **95.44 Internal Parking Lot Landscaping Requirements**

The following internal parking lot landscape standards apply to each parking lot or portion thereof containing more than eight (8) parking stalls.

1. The parking lot must contain 25 square feet of landscaped area per parking stall planted as follows:
  - a. The applicant shall arrange the required landscaping throughout the parking lot to provide landscape islands or peninsulas to separate groups of parking spaces (generally every eight (8) stalls) from one another and each row of spaces from any adjacent driveway that runs perpendicular to the row. This island or peninsula

must be surrounded by a 6-inch-high vertical curb and be of similar dimensions as the adjacent parking stalls. Gaps in curbs are allowed for stormwater runoff to enter landscape island.

b. Landscaping shall be installed pursuant to the following standards:

- 1) At least one (1) deciduous tree, two (2) inches in caliper, or a coniferous tree five (5) feet in height.
- 2) Groundcover shall be selected and planted to achieve 60 percent coverage within two (2) years.
- 3) Natural drainage landscapes (such as rain gardens, bio-infiltration swales and bioretention planters) are allowed when designed in compliance with the stormwater design manual adopted in KMC 15.52.060. Internal parking lot landscaping requirements for trees still apply. Refer to Public Works Pre-Approved Plans.

c. Exception. The requirements of this subsection do not apply to any area that is fully enclosed within or under a building.

2. Rooftop Parking Landscaping. For a driving or parking area on the top level of a structure that is not within the CBD zone or within any zone that requires design regulation compliance, one (1) planter that is 30 inches deep and five (5) feet square must be provided for every eight (8) stalls on the top level of the structure. Each planter must contain a small tree or large shrub suited to the size of the container and the specific site conditions, including desiccating winds, and is clustered with other planters near driving ramps or stairways to maximize visual effect.

3. If development is subject to Design Review as described in Chapter 142 KZC, the City will review the parking area design, plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required landscaping and design of the parking area as part of Design Review approval.

(Ord. 4547 § 1, 2016; Ord. 4350 § 1, 2012; Ord. 4238 § 2, 2010)

#### **95.45 Perimeter Landscape Buffering for Driving and Parking Areas**

1. Perimeter Buffering – General. Except as specified in subsection (2) of this section, the applicant shall buffer all parking areas and driveways from abutting rights-of-way and from adjacent property with a 5-foot-wide strip along the perimeter of the parking areas and driveways planted as follows (see Figure 95.45.A):

- a. One (1) row of trees, two (2) inches in caliper and planted 30 feet on center along the entire length of the strip.
- b. Living groundcover planted to attain coverage of at least 60 percent of the strip area within two (2) years.
- c. Natural drainage landscapes (such as rain gardens, bio-infiltration swales and bioretention planters) are allowed when designed in compliance with the stormwater design manual adopted in KMC 15.52.060. Perimeter landscape buffering requirements for trees in driving and parking areas still apply. Refer to Public Works Pre-Approved Plans.

2. Exception. The requirements of this section do not apply to any parking area that:

- a. Is fully enclosed within or under a building; or
- b. Is on top of a building and is at least one (1) story above finished grade; or
- c. Serves detached dwelling units exclusively; or
- d. Is within any zone that requires design regulation compliance. See below for Design District requirements.

3. Design Districts. If subject to Design Review, each side of a parking lot that abuts a street, through-block pathway or public park must be screened from that street, through-block pathway or public park by using one (1) or a combination of the following methods (see Figures 95.45.A, B, and C):
- a. By providing a landscape strip at least five (5) feet wide planted consistent with subsection (1) of this section, or in combination with the following. In the RHBD Regional Center (see KZC Figure 92.05.A) a 10-foot perimeter landscape strip along NE 85th Street is required planted consistent with subsection (1) of this section.
  - b. The hedge or wall must extend at least two (2) feet, six (6) inches, and not more than three (3) feet above the ground directly below it.
  - c. The wall may be constructed of masonry or concrete, if consistent with the provisions of KZC 92.35(1)(g), in building material, color and detail, or of wood if the design and materials match the building on the subject property.
  - d. In JBD zones:
    - 1) If the street is a pedestrian-oriented street, the wall may also include a continuous trellis or grillwork, at least five (5) feet in height above the ground, placed on top of or in front of the wall and planted with climbing vines. The trellis or grillwork may be constructed of masonry, steel, cast iron and/or wood.
    - 2) If the wall abuts a pedestrian-oriented street, the requirements of this subsection may be fulfilled by providing pedestrian weather protection along at least 80 percent of the frontage of the subject property.
  - e. If development is subject to Design Review as described in Chapter 142 KZC, the City will review plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required plant size as part of Design Review approval.
4. Overlapping Requirements. If buffering is required in KZC 95.42, Land Use Buffering Standards, and by this subsection, the applicant shall utilize the more stringent buffering requirement.

#### **Perimeter Parking Lot Landscaping**

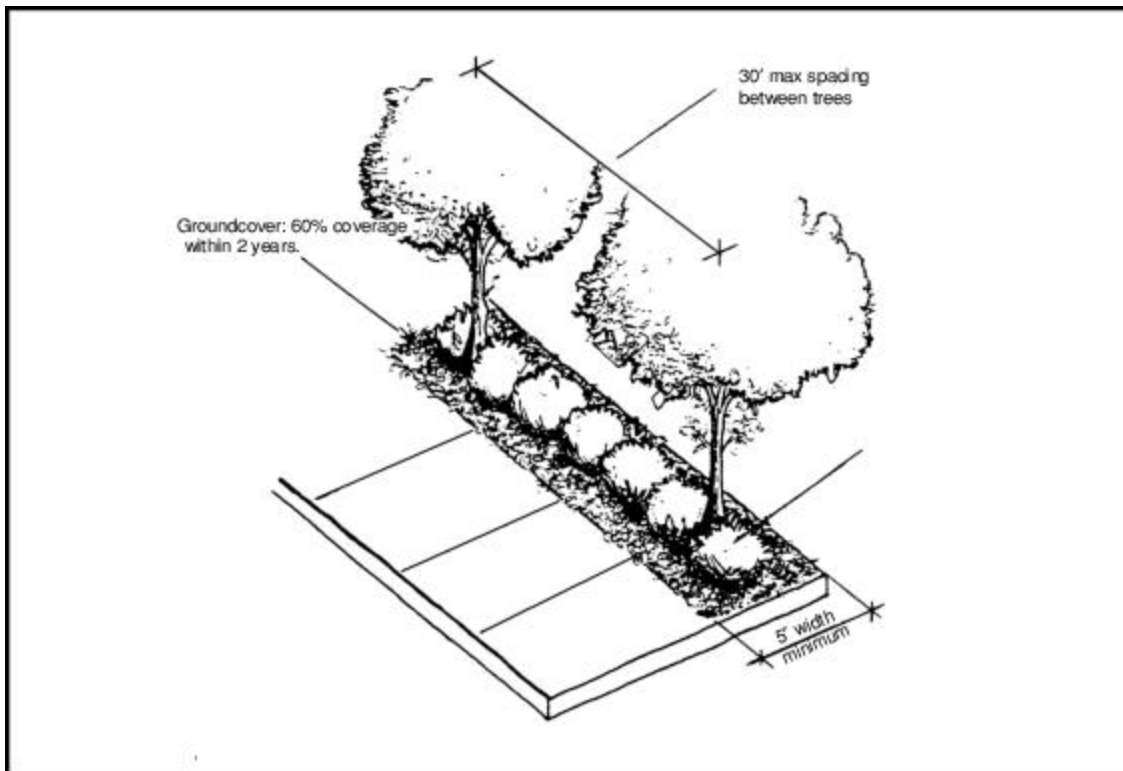


FIGURE 95.45.A

### Perimeter Parking – Examples of Various Screen Wall Designs

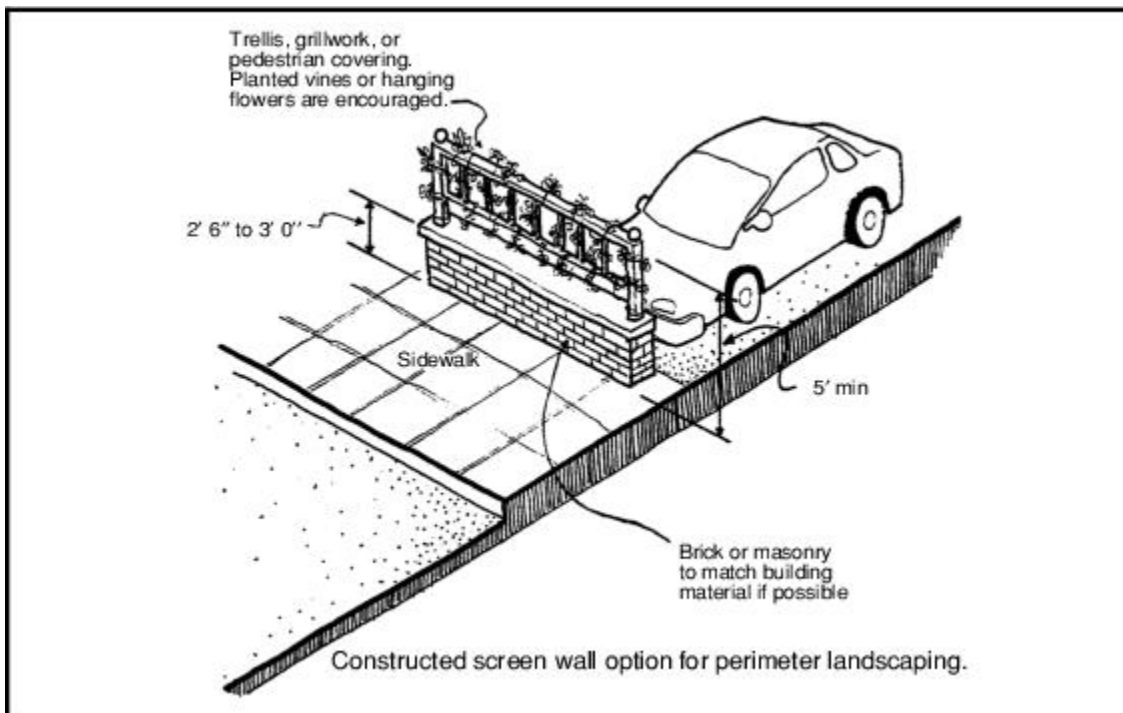


FIGURE 95.45.B

### Perimeter Parking – Examples of Various Screen Wall Designs

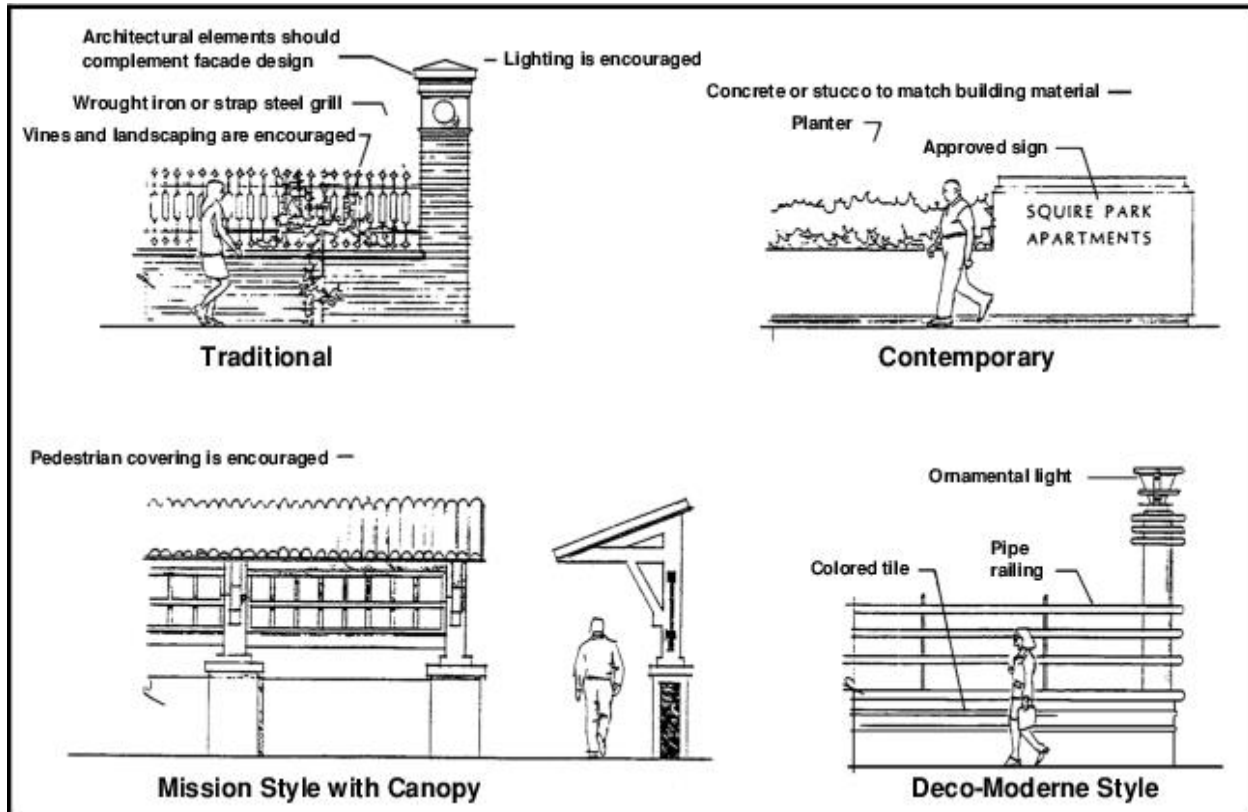


FIGURE 95.45.C

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

### 95.46 Modifications to Landscaping Standards

1. Modification to Land Use Buffer Requirements. The applicant may request a modification of the requirements of the buffering standards in KZC 95.42. The Planning Official may approve a modification if:

- The owner of the adjoining property agrees to this in writing; and
- The existing topography or other characteristics of the subject property or the adjoining property, or the distance of development from the neighboring property decreases or eliminates the need for buffering; or
- The modification will be more beneficial to the adjoining property than the required buffer by causing less impairment of view or sunlight; or
- The Planning Official determines that it is reasonable to anticipate that the adjoining property will be redeveloped in the foreseeable future to a use that would require no, or a less intensive, buffer; or
- The location of pre-existing improvements on the adjoining site eliminates the need or benefit of the required landscape buffer.

2. Modifications to General Landscaping Requirements.



a. Authority to Grant and Duration. If the proposed development of the subject property requires approval through Design Review or Process I, IIA, or IIB, described in Chapters 142, 145, 150, and 152 KZC, respectively, a request for a modification will be considered as part of that process under the provisions of this section. The City must find that the applicant meets the applicable criteria listed in subsections (2)(b) and (2)(c) of this section. If granted under Design Review or Process I, IIA, or IIB, the modification is binding on the City for all development permits issued for that development under the building code within five (5) years of the granting of the modification.

If the above does not apply, the Planning Official may grant a modification in writing under the provisions of this section.

b. Internal Parking Lot Landscaping Modifications. For a modification to the internal parking lot landscaping requirements in KZC 95.44, the landscape requirements may be modified if:

- 1) The modification will produce a landscaping design in the parking area comparable or superior to that which would result from adherence to the adopted standard; or
- 2) The modification will result in increased retention of significant existing vegetation; or
- 3) The purpose of the modification is to accommodate low impact development techniques as approved by the Planning Official.

c. Perimeter parking lot and driveway landscaping. For a modification to the perimeter landscaping for parking lots and driveways, the buffering requirements for parking areas and driveways may be modified if:

- 1) The existing topography of or adjacent to the subject property decreases or eliminates the need for visual screening; or
- 2) The modification will be of more benefit to the adjoining property by causing less impairment of view or sunlight; or
- 3) The modification will provide a visual screen that is comparable or superior to the buffer required by KZC 95.45; or
- 4) The modification eliminates the portion of the buffer that would divide a shared parking area serving two (2) or more adjacent uses, but provides the buffer around the perimeter of the shared parking area.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

#### **95.47 Nonconforming Landscaping and Buffers**

1. The landscaping requirements of KZC 95.41, Supplemental Plantings, KZC 95.43 Outdoor Use, Activity and Storage, KZC 95.44, Internal Parking Lot Landscaping, and KZC 95.45, Perimeter Landscape Buffering for Driving and Parking Areas, must be brought into conformance as much as is feasible, based on available land area, in either of the following situations:

- a. An increase of at least 10 percent in gross floor area of any structure; or
  - b. An alteration to any structure, the cost of which exceeds 50 percent of the replacement cost of the structure.
2. Land use buffers must be brought into conformance with KZC 95.42 in either of the following situations:
- a. An increase in gross floor area of any structure (the requirement to provide conforming buffers applies only where new gross floor area impacts adjoining property); or
  - b. A change in use on the subject property and the new use requires larger buffers than the former use.

(Ord. 4547 § 1, 2016; Ord. 4238 § 2, 2010)

**95.50 Installation Standards for Required Plantings**

All required trees, landscaping and soil shall be installed according to sound horticultural practices in a manner designed to encourage quick establishment and healthy plant growth. All required landscaping shall be installed in the ground and not in above-ground containers, except for landscaping required on the top floor of a structure.

When an applicant proposes to locate a subterranean structure under required landscaping that appears to be at grade, the applicant will: (1) provide site-specific documentation prepared by a qualified expert to establish that the design will adequately support the long-term viability of the required landscaping; and (2) enter into an agreement with the City, in a form acceptable to the City Attorney, indemnifying the City from any damage resulting from development activity on the subject property which is related to the physical condition of the property. The applicant shall record this agreement with the King County Recorder's Office.

1. Compliance. It is the applicant's responsibility to show that the proposed landscaping complies with the regulations of this chapter.
2. Timing. All landscaping shall be installed prior to the issuance of a certificate of occupancy, except that the installation of any required tree or landscaping may be deferred during the summer months to the next planting season, but never for more than six (6) months. Deferred installation shall be secured with a performance bond pursuant to Chapter 175 KZC prior to the issuance of a certificate of occupancy.
3. Grading. Berms shall not exceed a slope of two (2) horizontal feet to one (1) vertical foot (2:1).
4. Soil Specifications. Soils in planting areas shall have soil quality equivalent to Washington State Department of Ecology BMP T5.13. The soil quality in any landscape area shall comply with the soil quality requirements of the Public Works Pre-Approved Plans. See subsection (9) of this section for mulch requirements.
5. Plant Selection.
  - a. Plant selection shall be consistent with the Kirkland Plant List, which is produced by the City's Natural Resource Management Team and available in the Planning and Building Department.
  - b. Plants shall be selected and sited to produce a hardy and drought-resistant landscape area. Selection shall consider soil type and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site. Preservation of existing vegetation is strongly encouraged.
  - c. Prohibited Materials. Plants listed as prohibited in the Kirkland Plant List are prohibited in required landscape areas. Additionally, there are other plants that may not be used if identified in the Kirkland Plant List as potentially damaging to sidewalks, roads, underground utilities, drainage improvements, foundations, or when not provided with enough growing space.
  - d. All plants shall conform to American Association of Nurserymen (AAN) grades and standards as published in the "American Standard for Nursery Stock" manual.
  - e. Plants shall meet the minimum size standards established in other sections of the KZC.
  - f. Multiple-stemmed trees may be permitted as an option to single-stemmed trees for required landscaping provided that such multiple-stemmed trees are at least 10 feet in height and that they are approved by the Planning Official prior to installation.
6. Fertilization. All fertilizer applications to turf or trees and shrubs shall follow Washington State University, National Arborist Association or other accepted agronomic or horticultural standards.
7. Irrigation. The intent of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering. All required plantings must provide an irrigation system, using either Option 1, 2, or 3 or a combination of those options. For each option irrigation shall be designed to conserve water by using the best practical management techniques available. These techniques may include, but not be

limited to: drip irrigation to minimize evaporation loss, moisture sensors to prevent irrigation during rainy periods, automatic controllers to ensure proper duration of watering, sprinkler head selection and spacing designed to minimize overspray, and separate zones for turf and shrubs and for full sun exposure and shady areas to meet watering needs of different sections of the landscape.

Exceptions, as approved by the Planning Official, to the irrigation requirement may be approved xeriscape (i.e., low water usage plantings), plantings approved for low impact development techniques, established indigenous plant material, or landscapes where natural appearance is acceptable or desirable to the City. However, those exceptions will require temporary irrigation (Option 2 and/or 3) until established.

- a. Option 1. A permanent built-in irrigation system with an automatic controller designed and certified by a licensed landscape architect as part of the landscape plan.
- b. Option 2. An irrigation system designed and certified by a licensed landscape architect as part of the landscape plan, which provides sufficient water to ensure that the plants will become established. The system does not have to be permanent if the plants chosen can survive adequately on their own, once established.
- c. Option 3. Irrigation by hand. If the applicant chooses this option, an inspection will be required one (1) year after final inspection to ensure that the landscaping has become established.

8. Drainage. All landscapes shall have adequate drainage, either through natural percolation or through an installed drainage system. A percolation rate of one-half (1/2) inch of water per hour is acceptable.

9. Mulch.

- a. Required plantings, except turf or areas of established ground cover, shall be covered with two (2) inches or more of organic mulch to minimize evaporation and runoff. Mulch shall consist of materials such as yard waste, sawdust, and/or manure that are fully composted.
- b. All mulches used in planter beds shall be kept at least six (6) inches away from the trunks of shrubs and trees.

10. Protection. All required landscaped areas, particularly trees and shrubs, must be protected from potential damage by adjacent uses and development, including parking and storage areas. Protective devices such as bollards, wheel stops, trunk guards, root guards, etc., may be required in some situations.

(Ord. 4551 § 4, 2017; Ord. 4547 § 1, 2016; Ord. 4491 §§ 3, 11, 2015; Ord. 4350 § 1, 2012; Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

### **95.51 Tree and Landscape Maintenance Requirements**

The following maintenance requirements apply to all trees, including street trees, and other vegetation required to be planted or preserved by the City:

1. Responsibility for Regular Maintenance. Required trees and vegetation, fences, walls, and other landscape elements shall be considered as elements of the project in the same manner as parking, building materials, and other site details. The applicant, landowner, or successors in interest shall be responsible for the regular maintenance of required landscaping elements. Plants that die must be replaced in kind. It is also the responsibility of the property owner to maintain street trees abutting their property pursuant to KZC 95.21.
2. Maintenance Duration. Maintenance shall be ensured in the following manner except as set forth in subsections (3), (4) and (5) of this section:
  - a. All required landscaping shall be maintained throughout the life of the development. Prior to issuance of a certificate of occupancy, the proponent shall provide a final as-built landscape plan and an agreement to maintain and replace all landscaping that is required by the City.

b. Any existing tree or other existing vegetation designated for preservation in a tree retention plan shall be maintained for a period of five (5) years following issuance of the certificate of occupancy for the individual lot or development. After five (5) years, all trees on the property are subject to KZC 95.23 unless:

- 1) The tree and associated vegetation are in a grove that is protected pursuant to subsection (3) of this section; or
- 2) The tree or vegetation is considered to be a public benefit related to approval of a planned unit development; or
- 3) The tree or vegetation was retained to partially or fully meet requirements of KZC 95.40 through 95.45, required landscaping.

3. Maintenance of Preserved Grove. Any applicant who has a grove of trees identified for preservation on an approved Tree Retention Plan pursuant to KZC 95.30(2) shall provide prior to occupancy the legal instrument acceptable to the City to ensure preservation of the grove and associated vegetation in perpetuity, except that the agreement may be extinguished if the Planning Official determines that preservation is no longer appropriate.

4. Maintenance in Holmes Point Overlay Zone. Vegetation in designated Protected Natural Areas in the Holmes Point Overlay Zone is to be protected in perpetuity pursuant to KZC 70.15(8)(a). Significant trees in the remainder of the lot shall be protected in perpetuity pursuant to KZC 70.15(8)(b).

5. Nonnative Invasive and Noxious Plants. It is the responsibility of the property owner to remove nonnative invasive plants and noxious plants from the vicinity of any tree or other vegetation that the City has required to be planted or protected. Removal must be performed in a manner that will not harm the tree or other vegetation that the City has required to be planted or protected.

6. Landscape Plans and Utility Plans. Landscape plans and utility plans shall be coordinated. In general, the placement of trees and large shrubs should adjust to the location of required utility routes both above and below ground. Location of plants shall be based on the plant's mature size both above and below ground. See the Kirkland Plant List for additional standards.

(Ord. 4551 § 4, 2017; Ord. 4437 § 1, 2014; Ord. 4238 § 2, 2010)

#### **95.52 Prohibited Vegetation**

Plants listed as prohibited in the Kirkland Plant List shall not be planted in the City or required to be retained.

For landscaping not required under this chapter, this prohibition shall become effective on February 14, 2008. The City may require removal of prohibited vegetation if installed after this date. Residents and property owners are encouraged to remove pre-existing prohibited vegetation whenever practicable.

(Ord. 4450 § 1, 2014; Ord. 4238 § 2, 2010; Ord. 4121 § 1, 2008)

#### **95.55 Enforcement and Penalties**

Upon determination that there has been a violation of any provision of this chapter, the City may pursue code enforcement and penalties in accordance with the provisions of Chapter 1.12 KMC, Code Enforcement.

(Ord. 4286 § 1, 2011; Ord. 4281 § 1, 2011; Ord. 4238 § 2, 2010; Ord. 4010 § 2, 2005)

#### **95.57 City Forestry Account**

1. Funding Sources. All civil penalties received under this chapter and all money received pursuant to KZC 95.33(3)(c) shall be used for the purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

- a. Agreed upon restoration payments imposed under KZC 95.55 or settlements in lieu of penalties;

- b. Sale of trees or wood from City property where the proceeds from such sale have not been dedicated to another purpose;
  - c. Donations and grants for tree purposes;
  - d. Sale of seedlings by the City; and
  - e. Other monies allocated by the City Council.
2. Funding Purposes. The City shall use money received pursuant to this section for the following purposes:
- a. Acquiring, maintaining, and preserving wooded areas within the City;
  - b. Planting and maintaining trees within the City;
  - c. Establishment of a holding public tree nursery;
  - d. Urban forestry education;
  - e. Implementation of a tree canopy monitoring program; or
  - f. Other purposes relating to trees as determined by the City Council.

(Ord. 4238 § 2, 2010)

# URBAN TREE CANOPY ASSESSMENT

KIRKLAND,  
WASHINGTON  
OCTOBER | 2018







AN ASSESSMENT OF  
URBAN TREE CANOPY

# KIRKLAND, WASHINGTON

**“ Someone is  
sitting in the  
shade today  
because someone  
planted a tree a  
long time ago. ”**  
**-Warren Buffet**

**PREPARED BY**  
Plan-It Geo, LLC, Arvada, Colorado

**PREPARED FOR**  
City of Kirkland, Washington

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**4,361**  
**ACRES OF TREE CANOPY**

## EXECUTIVE SUMMARY

### PURPOSE OF THIS ANALYSIS

The City of Kirkland is located within King County, Washington, in the Seattle metropolitan area (Figure 1). It is approximately 18.2 square miles or 11,671 acres, of which 11,394 are land acres. Across the city, trees along streets, in parks, yards, and natural areas constitute a valuable urban and community forest. This resource is a critical element of the region's green infrastructure, contributing to environmental quality, public health, water supply, local economies and aesthetics. The primary goal of this assessment is to provide an updated baseline and benchmark of the City's tree canopy and interpret the results across a range of geographic boundaries. Canopy change since 2010 is also assessed to determine the extent and location of growth or decline in Kirkland's urban forest to better inform future management actions.

### URBAN TREE CANOPY IN KIRKLAND

Results of this study indicate that in 2017, the city of Kirkland contains 37 percent urban tree canopy (or 4,361 of the city's 11,671 total acres); 20 percent non-canopy vegetation (2,392 acres); 2 percent soil/dry vegetation (244 acres); 38 percent impervious surfaces (4,398 acres); and 2 percent water (277 acres). In further subdividing the impervious areas, 12 percent (1,421 acres) of Kirkland's total area are buildings, 8 percent (973 acres) are roads, 5 percent (585 acres) are parking lots, 3 percent (326 acres) are driveways, 1 percent (159 acres) are sidewalks, and 8

percent (933 acres) are "other impervious" areas such as trails, medians, etc.

Existing urban tree canopy covers 38 percent of Kirkland's land area (4,361 of the city's 11,394 land acres). Of the city's 62 percent of land area not presently occupied by tree canopy, 30 percent (3,421 acres) are suitable for future tree plantings, and 32 percent (3,612 acres) are unsuitable due to its current land use or other restraint. In further dividing the city's urban tree canopy, 12 percent are overhanging impervious surfaces. A change analysis shows that the city's canopy has decreased by approximately 2 percent, down from 41 percent when it was last assessed based on 2010 imagery.

### ASSESSMENT BOUNDARIES

This study assesses urban tree canopy (UTC), possible planting areas (PPA), and change at multiple geographic scales in order to provide actionable information to a diverse range of audiences. By identifying what resources and opportunities exist at these scales, the City can be more proactive in their approach to protect and expand their urban tree canopy. Metrics are available at the following geographic boundaries: the citywide boundary; the citywide boundary prior to annexation of the Finn Hill, North Juanita, and Kingsgate neighborhoods; HUC-12 watersheds (2); King County comprehensive plan land



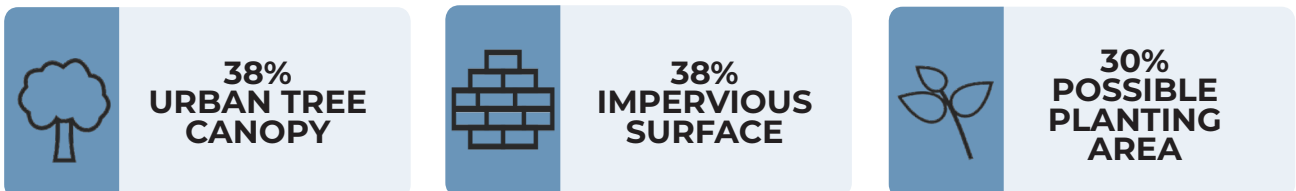
*Figure 1. | Kirkland occupies approximately 18.2 square miles in King County, Washington.*

use classes (10); neighborhoods (14); drainage basins (15); U.S. census block groups (80); the Holmes Point overlay (1); rights-of-way (1); a buffer around the City's critical area buffers (1); park and open space classes (4); and shoreline jurisdiction areas (48). Canopy change since 2010 was also assessed for all geographic boundaries. Additionally, the city's urban tree canopy is delineated as overhanging impervious surfaces or not.

## RECOMMENDATIONS

The results of this analysis can be used to develop a

continued strategy to protect and expand Kirkland's urban forest. The UTC, PPA, and change metrics should be used as a guide to determine where the city has succeeded in protecting and expanding its urban forest resource, while also targeting the best areas to concentrate future efforts based on needs, benefits, and available planting space. Existing tree canopy in single-family residential areas and rights-of-way have decreased in the last seven years. Increased tree planting activities are recommended in these areas to expand Kirkland's urban forest.



*Figure 2. | Based on an analysis of 2017 high-resolution imagery, Kirkland contains 38% tree canopy, 30% areas that could support canopy in the future, and 38% total impervious areas.*

# PROJECT METHODOLOGY

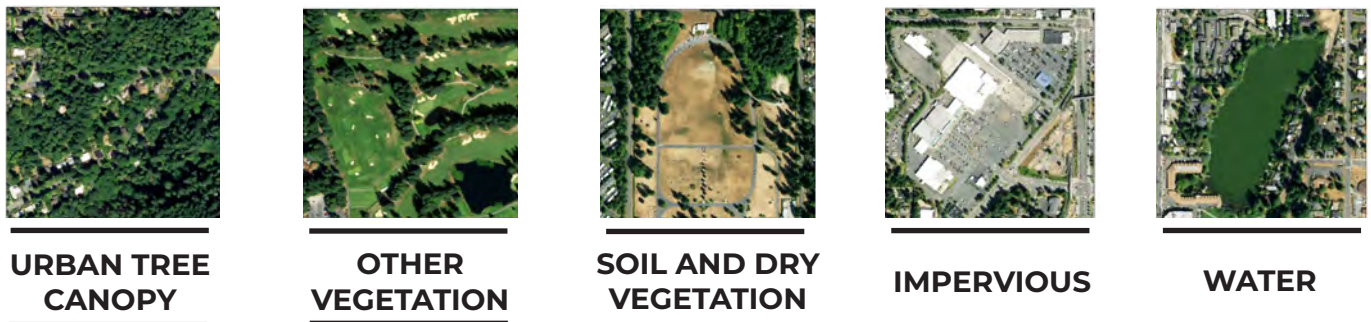
This section describes the methods through which land cover, urban tree canopy, and possible planting areas were mapped. These datasets provide the foundation for the metrics reported at the selected target geographies, as well as the change in canopy over time.

## DATA SOURCES

This assessment utilized 2017 high-resolution (1-meter) multispectral imagery from the U.S. Department of Agriculture's National Agriculture Imagery Program (NAIP) and 2016 LiDAR data from King County, Washington to derive the land cover data set. The NAIP imagery is used to classify all types of land cover, whereas the LiDAR is most useful for distinguishing tree canopy from other types of vegetation. Additional GIS layers provided by the City of Kirkland were also incorporated into the analysis, such as the impervious surfaces layers (buildings, roads, parking lots, etc.) and the 2010 urban tree canopy data which provided the basis of the change analysis.

## MAPPING LAND COVER

An initial land cover dataset was to be created prior to mapping tree canopy and assessing change. The land cover data set is the most fundamental component of an urban tree canopy assessment. An object-based image analysis (OBIA) software program called Feature Analyst was used to classify features through an iterative approach. In this process, objects' spectral signatures across four bands (blue, green, red, and near-infrared), textures, pattern relationships, and object height were considered. This remote sensing process used the NAIP imagery and LiDAR to derive five initial land cover classes. These classes are shown in Figure 3. After manual classification improvement and quality control were performed on the remote sensing products, additional data layers from the city (such as buildings, roads, and other impervious surfaces) were utilized to capture finer feature detail and further categorize the land cover dataset. Using those impervious surface data provided by the city (buildings, roads, parking lots, etc.), the amount of urban tree canopy overhanging impervious surfaces was also quantified to assist with hydrologic modeling.



*Figure 3. | Five (5) distinct land cover classes were identified in the 2017 tree canopy assessment: urban tree canopy, non-canopy vegetation, bare soil and dry vegetation, impervious (paved) surfaces, and water.*

## IDENTIFYING POSSIBLE PLANTING AREAS AND UNSUITABLE AREAS FOR PLANTING

In addition to quantifying Kirkland's existing tree canopy cover, another metric of interest in this assessment was the area where tree canopy could be expanded. To assess this, all land area in Kirkland that was not existing tree canopy coverage was classified as either possible planting area (PPA) or unsuitable for planting. Possible planting areas were derived from the non-canopy vegetation and impervious classes that could be modified or have trees planted adjacent to them (e.g. parking lots, driveways, and sidewalks) to provide aesthetic value as well as localized shading and cooling. Unsuitable areas, or areas where it was not feasible to plant trees due to biophysical or land use restraints (e.g. airport runways, recreation fields, etc.), were manually delineated and overlaid with the existing land cover data set (Figure 4). The final results were reported as PPA Vegetation, PPA Impervious, Total PPA (vegetation and impervious), Unsuitable Vegetation, Unsuitable Impervious, Unsuitable Soil, and Total Unsuitable.



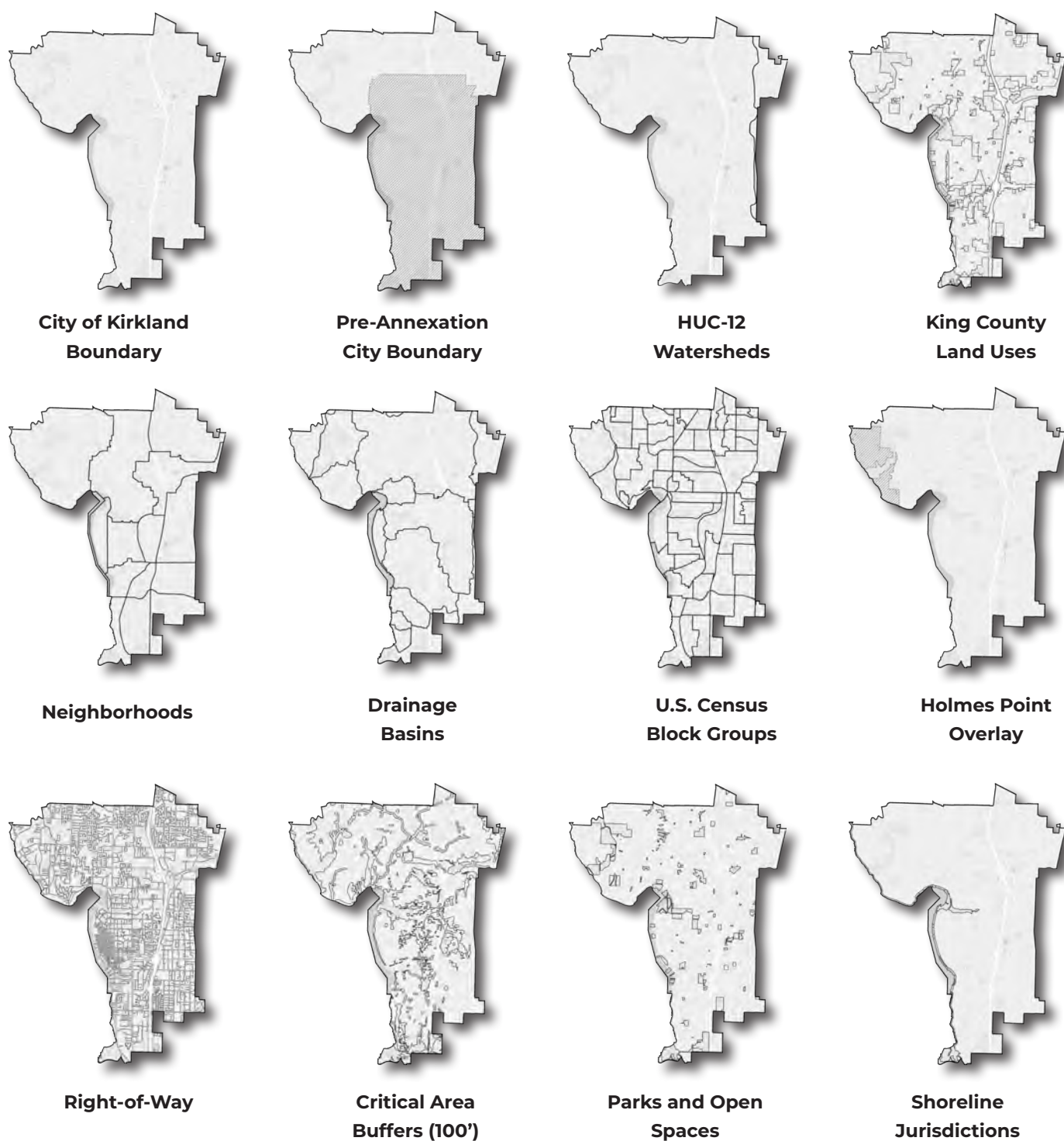
**Figure 4. | Vegetated areas where it would be biophysically feasible for tree plantings but undesirable based on their current usage (left) were delineated in the data as “Unsuitable” (right). These areas included recreational sports fields and other open space.**

## DEFINING ASSESSMENT LEVELS

In order to best inform the City Council and all of Kirkland’s various stakeholders, urban tree canopy and other associated metrics were tabulated across a variety of geographic boundaries (Figure 5). These boundaries include the city boundary; the pre-annexation city boundary; HUC-12 watersheds; King County comprehensive plan land use classes; neighborhoods; drainage basins; U.S. census block groups; the Holmes Point overlay; rights-of-way; critical area buffers; parks and open spaces; and shoreline jurisdiction areas.

- The City of Kirkland’s citywide boundary is the one (1) main area of interest over which all metrics are summarized.
- Metrics were also calculated for the City of Kirkland’s area prior to its annexation of the Finn Hill, North Juanita, and Kingsgate neighborhoods (approximately 4,601 acres), which became effective in 2011.
- Two (2) HUC-12 watersheds were assessed to interpret differences in urban tree canopy across a naturally occurring geographic boundary.
- Ten (10) King County comprehensive plan land use classes were analyzed to assess differences in tree canopy across different human uses of land.
- Fourteen (14) neighborhoods were assessed to quantify tree canopy at an easily-conceptualized scale for local residents.
- Fifteen (15) drainage basins make up the city of Kirkland. Since trees play an important role in regulating stormwater runoff and preventing flooding, the basins were analyzed to explore differences in tree canopy across the City’s drainage areas.
- Eighty (80) census block groups were assessed. Census block groups (CBGs) are used by the U.S. Census Bureau to assure statistical consistency when tracking populations across the United States and can be valuable indicators of environmental justice as they are directly linked with demographic and socioeconomic data.
- Metrics were assessed for Kirkland’s heavily-wooded, coastal region of Holmes Point.
- Right-of-way (ROW) was also assessed. ROW refers to the areas that are publicly maintained, such as streets, sidewalks, and medians, and is helpful for quantifying the city’s street trees.
- Trees also provide many environmental benefits such as preventing erosion, offering a habitat for wildlife species, and improving air and water quality. For this reason, a 100’ buffer was applied to all of the City’s critical areas and urban tree canopy was assessed within this area.
- Four (4) different classes of parks and open spaces were assessed to determine how tree canopy is distributed in the city’s green spaces.
- Forty-eight (48) shoreline jurisdiction areas were assessed to determine how tree canopy is distributed in the City’s coastal regions.





*Figure 5. | Twelve (12) distinct geographic boundaries were explored in this analysis: the full city boundary, the pre-annexation city boundary, watersheds, land use classes, neighborhoods, drainage basins, U.S. Census block groups, the Holmes Point overlay, right-of-way, critical area buffers, parks and open spaces, and shoreline jurisdictions.*

## STATE OF THE CANOPY AND KEY FINDINGS



This section presents the key findings of this study including the land cover base map, canopy analysis, and change analysis results which were analyzed across various geographic assessment boundaries. These results, or metrics, help inform a strategic approach to identifying existing canopy to preserve and future planting areas. Land cover percentages are based on the total area of interest while urban tree canopy, possible planting area, and unsuitable percentages are based on land area. Water bodies are excluded from land area because they are typically unsuitable for planting new trees without significant modification.

### CITYWIDE LAND COVER

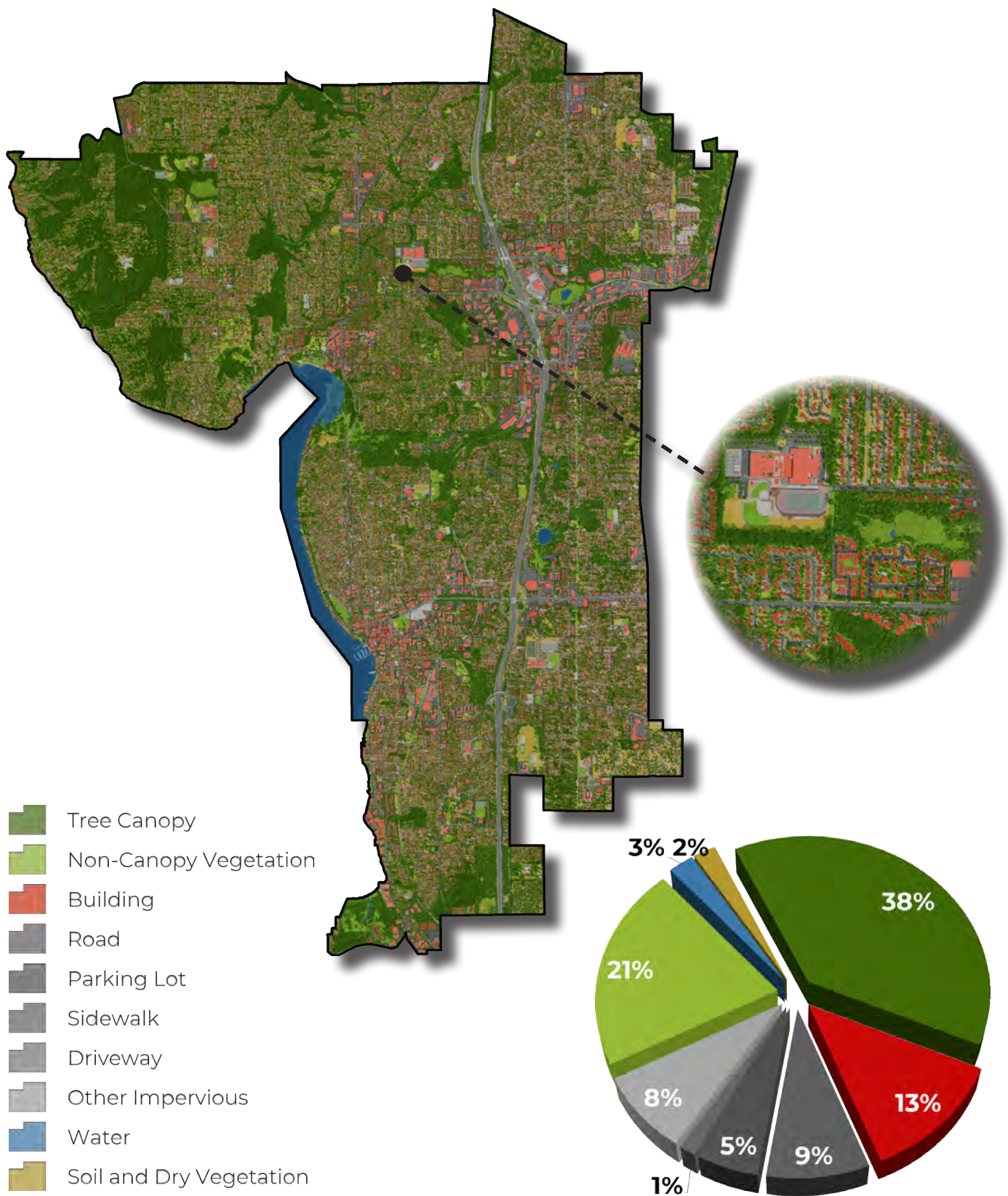
In 2017, tree canopy constituted 37 percent of Kirkland's land cover; non-canopy vegetation was 20 percent; soil/dry vegetation was 2 percent; impervious was 38 percent; and water was 2 percent. These generalized land cover results are presented below in Table 1.

The impervious land cover class was then subdivided into more specific classifications. Approximately 12 percent was buildings, 8 percent was roads, 5 percent was parking lots, 1 percent was sidewalks, 3 percent was driveways, and 8 percent was "other impervious" (all other paved surfaces not included in the previous classes). Parking lots and sidewalks may offer opportunities for new tree plantings and additional canopy cover, but the data for these opportunistic impervious land classifications would require further analyses to determine their planting suitability. The detailed land cover results, including impervious classifications, are presented in Figure 6.

**Table 1. | Generalized land cover classification results.**

City Boundary	Total Area	Tree Canopy	Non-Canopy Vegetation	Impervious Surfaces	Soil & Dry Vegetation	Water
<b>Acres</b>	11,671	4,361	2,392	4,398	244	277
<b>% of Total</b>	100%	37%	20%	38%	2%	2%





**Figure 6. | Detailed land cover classes for Kirkland, Washington based on 2017 NAIP imagery and 2016 PSLC LiDAR data. (Percentages based on land acres.)**

## CITYWIDE URBAN TREE CANOPY

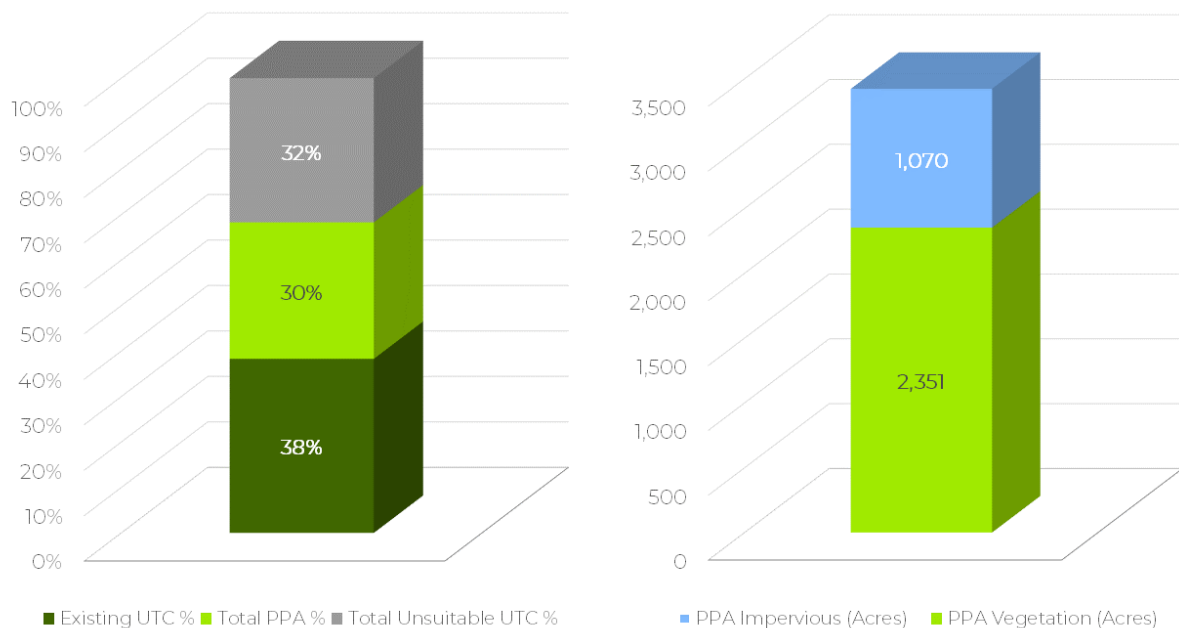
This urban tree canopy assessment utilized the land cover map as a foundation to determine Possible Planting Areas throughout the City. Additional layers and information regarding land considered unsuitable for planting were also incorporated into the analysis. Note that the results of this study are based on land area as opposed to total area (note the difference between Total Acres and Land Acres in Table 2).

Results of this study indicate that within the City of Kirkland, 4,631 acres are covered with urban tree canopy, making up 38 percent of the city's 11,394 land acres; 3,421 acres are covered with other vegetation or impervious surfaces (parking lots, driveways, and sidewalks) where it would be possible to plant trees (PPA), making up 30 percent of the city; and the other 3,612 acres were considered unsuitable for tree planting, making up 32 percent of the city. The unsuitable areas include recreational sports fields, buildings, roads, other impervious surfaces, and areas of bare soil and dry vegetation. Bare soil and dry vegetation are considered unsuitable as these areas would require modification through irrigation or other methods to support healthy trees.

**Table 2. | Urban tree canopy assessment results, by acres and percent. (Percentages based on land acres.)**

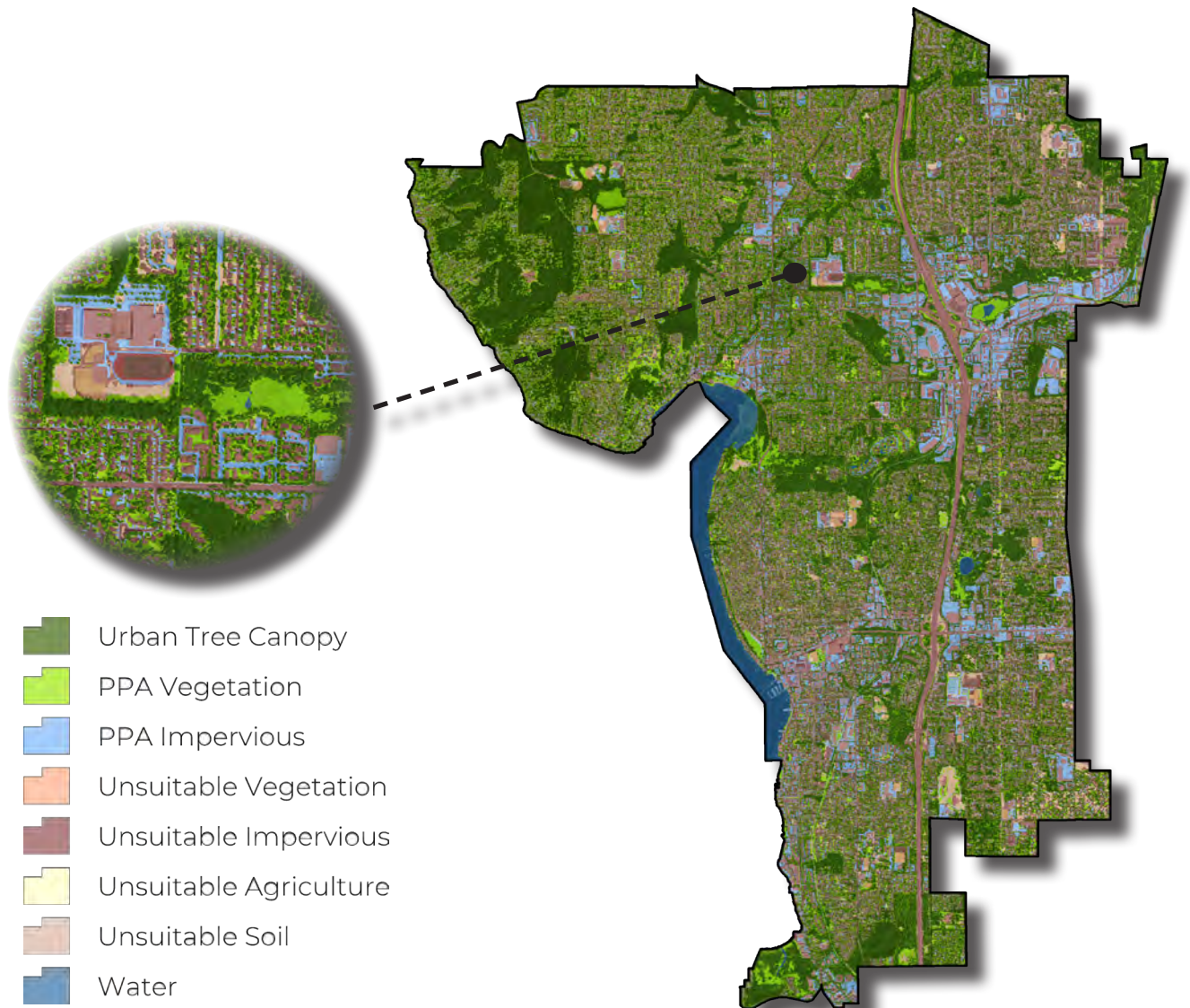
City of Kirkland	Acres	%
<b>Total Area</b>	11,671	100%
<b>Land Area</b>	11,394	98%
<b>Urban Tree Canopy</b>	4,361	38%
<b>Possible Planting Area - Vegetation</b>	2,351	21%
<b>Possible Planting Area - Impervious</b>	1,070	9%
<b>Total Possible Planting Area</b>	3,421	30%
<b>Unsuitable Vegetation</b>	40	<1%
<b>Unsuitable Impervious</b>	3,330	29%
<b>Unsuitable Soil</b>	242	2%
<b>Total Unsuitable Areas</b>	3,612	32%

### Urban Tree Canopy and Possible Planting Area in the City of Kirkland



**Figure 7. | Urban tree canopy, potential planting area, and area unsuitable for UTC by percentage (left) and types of possible planting area by acreage (right) in the City of Kirkland.**





**Figure 8. | Urban tree canopy, possible planting area, and area unsuitable for UTC in the city of Kirkland.**

The city's 4,631 acres of urban tree canopy were further divided into subcategories based on whether the trees' canopy had an impervious understory or pervious understory. Tree canopy overhanging an impervious surface can provide many benefits through ecosystem services such as localized cooling provided by shading of impervious surfaces and increased stormwater absorption. Results indicated that in Kirkland, 540 acres or 12 percent of urban tree canopy had an impervious understory.

**Table 3. | Urban tree canopy classification for the City of Kirkland by acres and percent.**

City of Kirkland	Acres	%
<b>Tree Canopy with Pervious Understory</b>	3,821	88%
<b>Tree Canopy with Impervious Understory</b>	540	12%

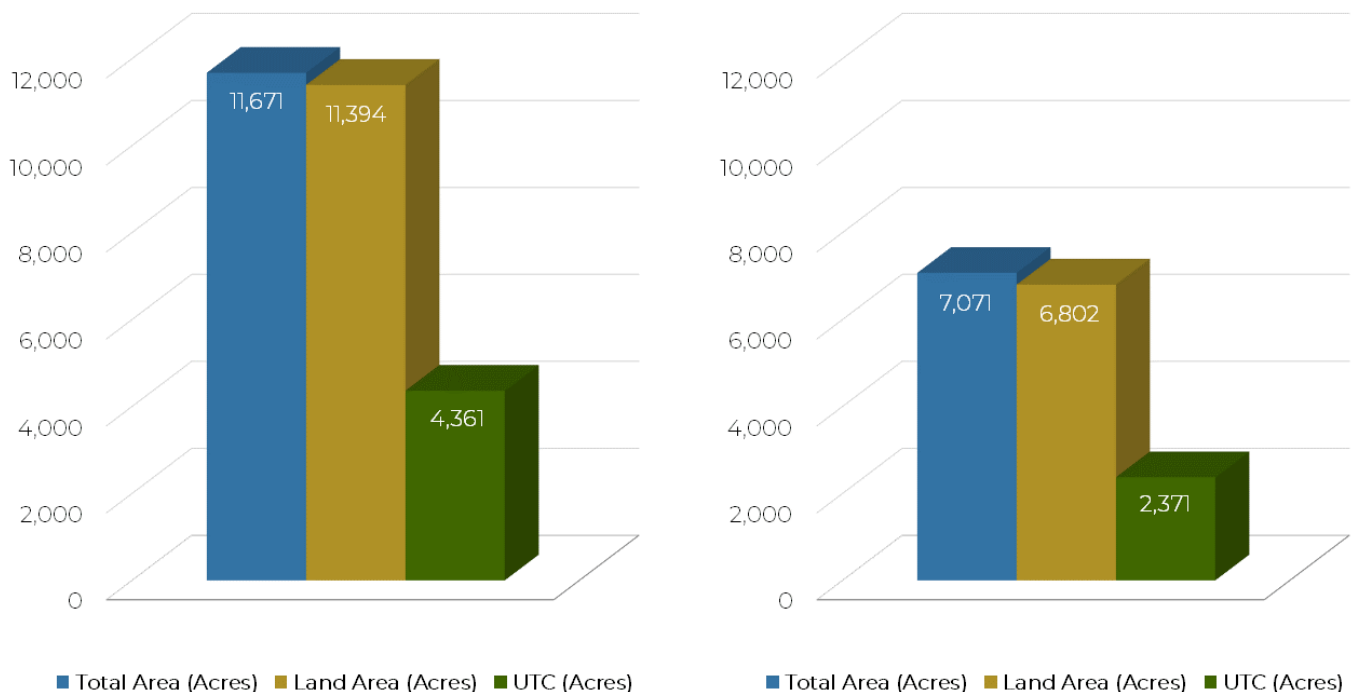
## URBAN TREE CANOPY BY PRE-ANNEXATION CITY BOUNDARY

Prior to its annexation of three additional neighborhoods in 2011 (Finn Hill, North Juanita, and Kingsgate), the City of Kirkland was composed of approximately 11 square miles or 7,071 acres, of which 6,802 (96 percent) were land acres. In 2017, this pre-annexation boundary contained 35 percent UTC (2,371 acres), 30 percent total PPA (2,040 acres), and 35 percent total unsuitable acres (2,391 acres). The annexation of these three neighborhoods had a large impact on the total amount of tree canopy within the current city boundary: over 50% of all canopy is found in these neighborhoods.

**Table 4. | Urban tree canopy assessment results by pre-annexation boundary. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within the boundary (dist.).**

City of Kirkland	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Pre-Annexation Boundary</b>	6,802	60%	2,371	35%	54%	2,040	30%	60%

## Urban Tree Canopy Compared to Total Area and Land Area, Post- and Pre-Annexation



**Figure 9. | Urban tree canopy, land acres, and total acres in the City of Kirkland's current boundary (left) and pre-annexation boundary (right).**

## URBAN TREE CANOPY BY WATERSHEDS

UTC and PPA were assessed for the two HUC-12 watersheds that intersect the City of Kirkland. The Lake Washington-Sammamish River watershed occupies the vast majority of the City's area (94 percent), while the Bear Creek-Sammamish River watershed intersects a small portion of its northern and eastern edges. The larger of the two watersheds closely reflected the citywide metrics with 38 percent UTC and 30 percent total PPA, while the smaller watershed had slightly less of each with 36 percent UTC and 27 percent total PPA. However, the smaller watershed contained a higher percentage of PPA-Impervious than its counterpart with 12 percent compared to 9 percent.

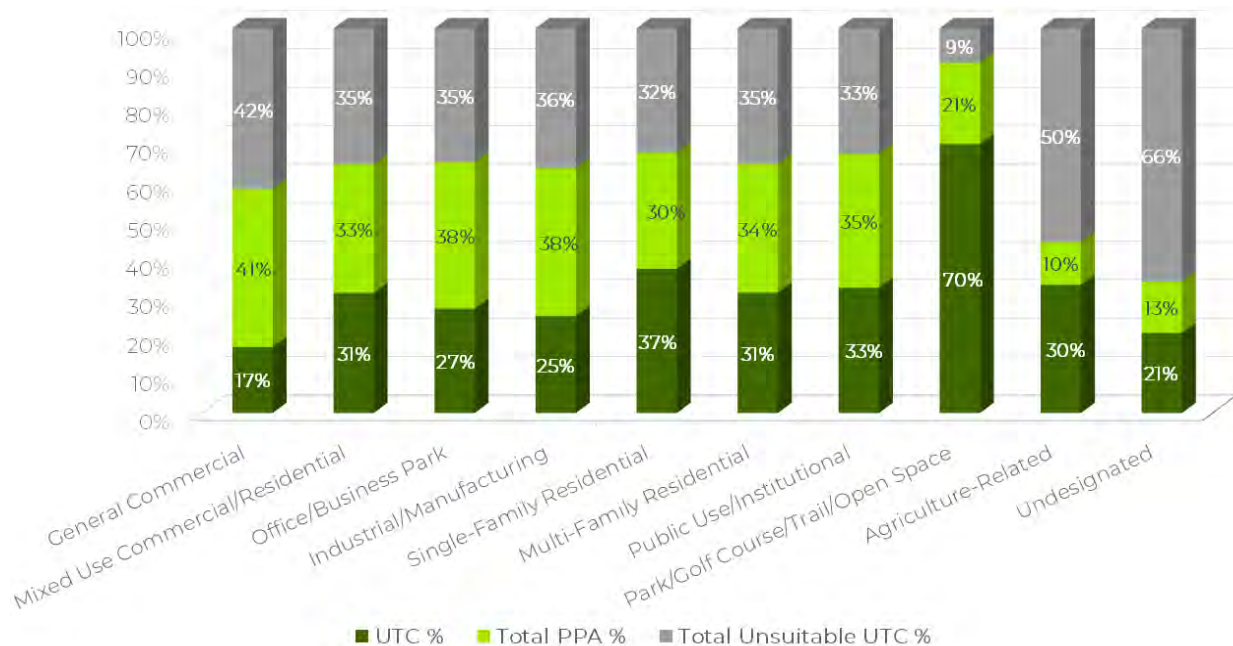
**Table 5. | Urban tree canopy assessment results by HUC-12 watershed. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within each watershed (dist.).**

Watersheds	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Bear Creek-Sammamish River</b>	699	6%	252	36%	6%	189	27%	6%
<b>Lake Washington-Sammamish River</b>	10,695	94%	4,108	38%	94%	3,232	30%	94%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,361</b>	<b>38%</b>	<b>100%</b>	<b>3,421</b>	<b>30%</b>	<b>100%</b>

## URBAN TREE CANOPY BY LAND USES

UTC and PPA were assessed for the ten different land uses found within the King County comprehensive plan land use data layer. UTC ranged from 17 percent in General Commercial areas to 70 percent in Park/Golf Course/Trail/Open Space areas, with the majority of other land uses having between 25-35 percent UTC. Although General Commercial areas had the lowest existing UTC, they contained the greatest percentages of all types of plantable space with 41 percent total PPA, 41 percent PPA-Vegetation, and 35 percent PPA-Impervious. Single-family residential areas contributed the most to the City's total UTC and PPA, with 37 percent UTC making up 69 percent of the City's total canopy and 30 percent total PPA making up 72 percent of the City's total plantable space.

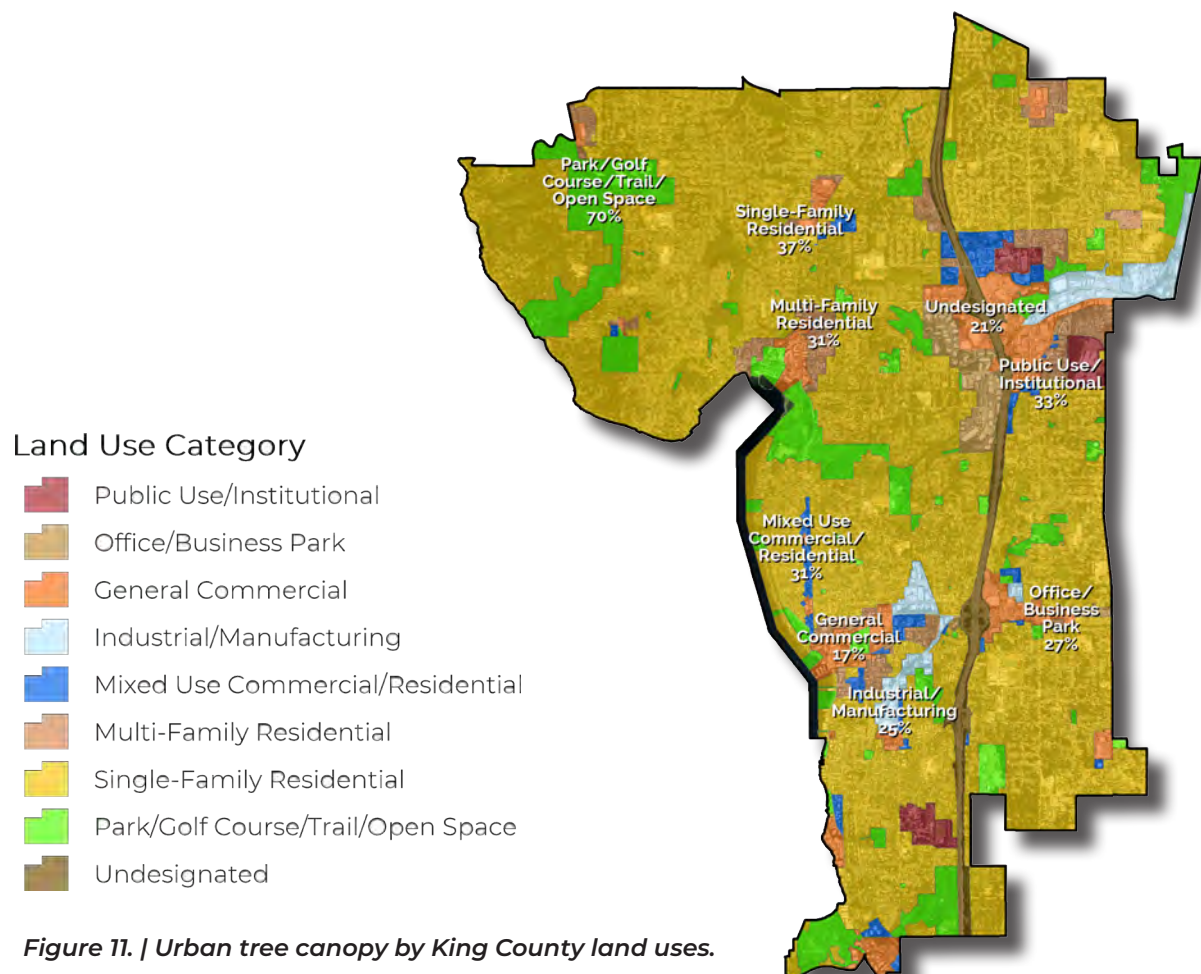
**Urban Tree Canopy and Possible Planting Area by Land Use**



**Figure 10. | Urban tree canopy, potential planting area, and area unsuitable for UTC by county land uses.**

*Table 6. | Urban tree canopy assessment results by King County land use. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within each land use (dist.).*

Land Use	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>General Commercial</b>	602	5%	103	17%	2%	247	41%	7%
<b>Industrial/Manufacturing</b>	285	2%	72	25%	2%	109	38%	3%
<b>Mixed Use Commercial/Residential</b>	226	2%	71	31%	2%	76	33%	2%
<b>Multi-Family Residential</b>	414	4%	129	31%	3%	139	34%	4%
<b>Office/Business Park</b>	178	2%	48	27%	1%	68	38%	2%
<b>Park/Golf Course/Trail/Open Space</b>	1,132	10%	791	70%	18%	240	21%	7%
<b>Public Use/Institutional</b>	154	1%	50	33%	1%	53	35%	2%
<b>Single-Family Residential</b>	8,081	71%	3,029	37%	69%	2,446	30%	72%
<b>Undesignated</b>	323	3%	67	21%	2%	43	13%	1%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,360</b>	<b>38%</b>	<b>100%</b>	<b>3,421</b>	<b>30%</b>	<b>100%</b>





## URBAN TREE CANOPY BY NEIGHBORHOODS

UTC and PPA were assessed for Kirkland's 14 neighborhoods. The neighborhoods with the least existing UTC included Moss Bay with 22 percent, South Rose Hill with 27 percent, and Totem Lake with 29 percent. All other neighborhoods had a canopy cover of 30 percent or greater, and Highlands and Finn Hill contained the greatest percentage of UTC with 40 and 50 percent, respectively. Finn Hill, which was one of the three neighborhoods annexed by the City in 2011, also contained the greatest proportion of the City's total UTC, comprising 30 percent of all canopy in Kirkland. In terms of plantable space, the Highlands neighborhood offered the least PPA (25 percent) while Totem Lake offered the greatest (36 percent), indicating that PPA within Kirkland's neighborhoods tends to be inversely related to their existing UTC.

**Table 7. | Urban tree canopy assessment results by neighborhood. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within each neighborhood (dist.).**

Neighborhood	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Bridle Trails</b>	610	5%	213	35%	5%	182	30%	5%
<b>Central Houghton</b>	610	5%	233	38%	5%	172	28%	5%
<b>Everest</b>	220	2%	81	37%	2%	60	27%	2%
<b>Finn Hill</b>	2,609	23%	1,313	50%	30%	802	31%	23%
<b>Highlands</b>	363	3%	147	40%	3%	92	25%	3%
<b>Juanita</b>	1,865	16%	712	38%	16%	609	33%	18%
<b>Kingsgate</b>	1,279	11%	438	34%	10%	340	27%	10%
<b>Lakeview</b>	363	3%	142	39%	3%	115	32%	3%
<b>Market</b>	291	3%	96	33%	2%	89	31%	3%
<b>Moss Bay</b>	314	3%	70	22%	2%	89	28%	3%
<b>Norkirk</b>	511	4%	162	32%	4%	139	27%	4%
<b>North Rose Hill</b>	978	9%	361	37%	8%	276	28%	8%
<b>South Rose Hill</b>	508	4%	139	27%	3%	144	28%	4%
<b>Totem Lake</b>	874	8%	254	29%	6%	310	36%	9%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,360</b>	<b>38%</b>	<b>100%</b>	<b>3,421</b>	<b>30%</b>	<b>100%</b>

### Urban Tree Canopy and Possible Planting Area by Neighborhoods

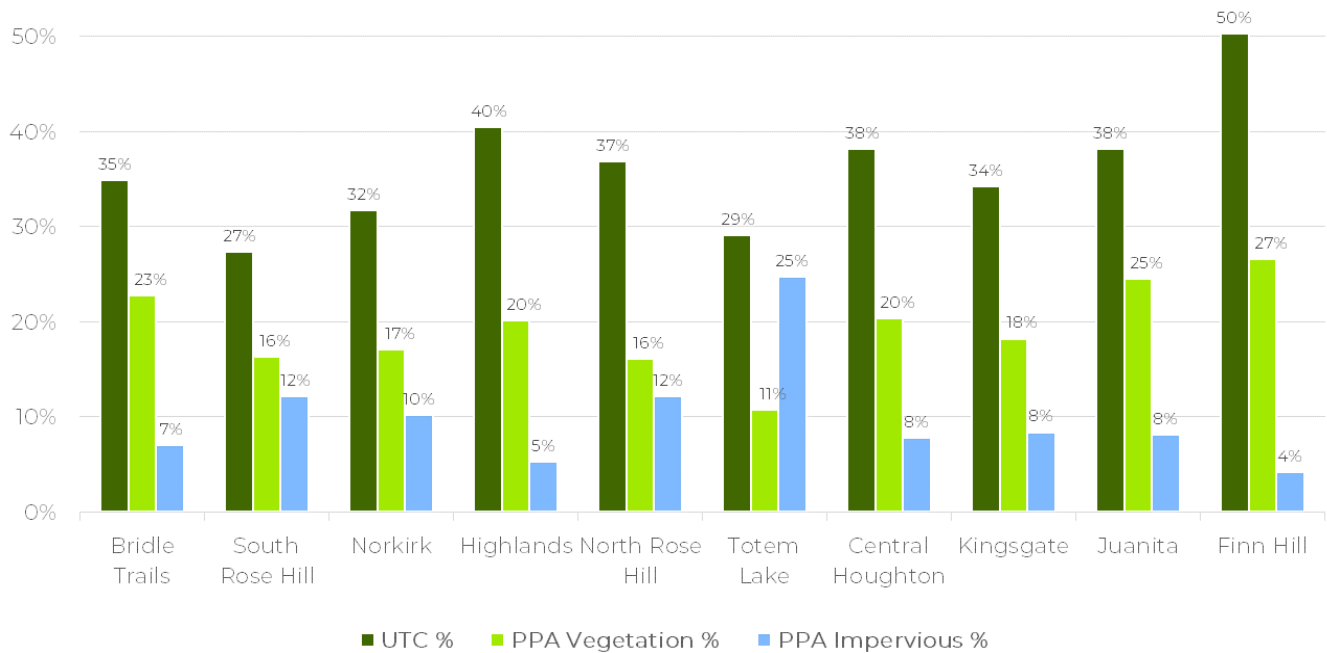


Figure 12. | Urban tree canopy and potential planting area in Kirkland neighborhoods.

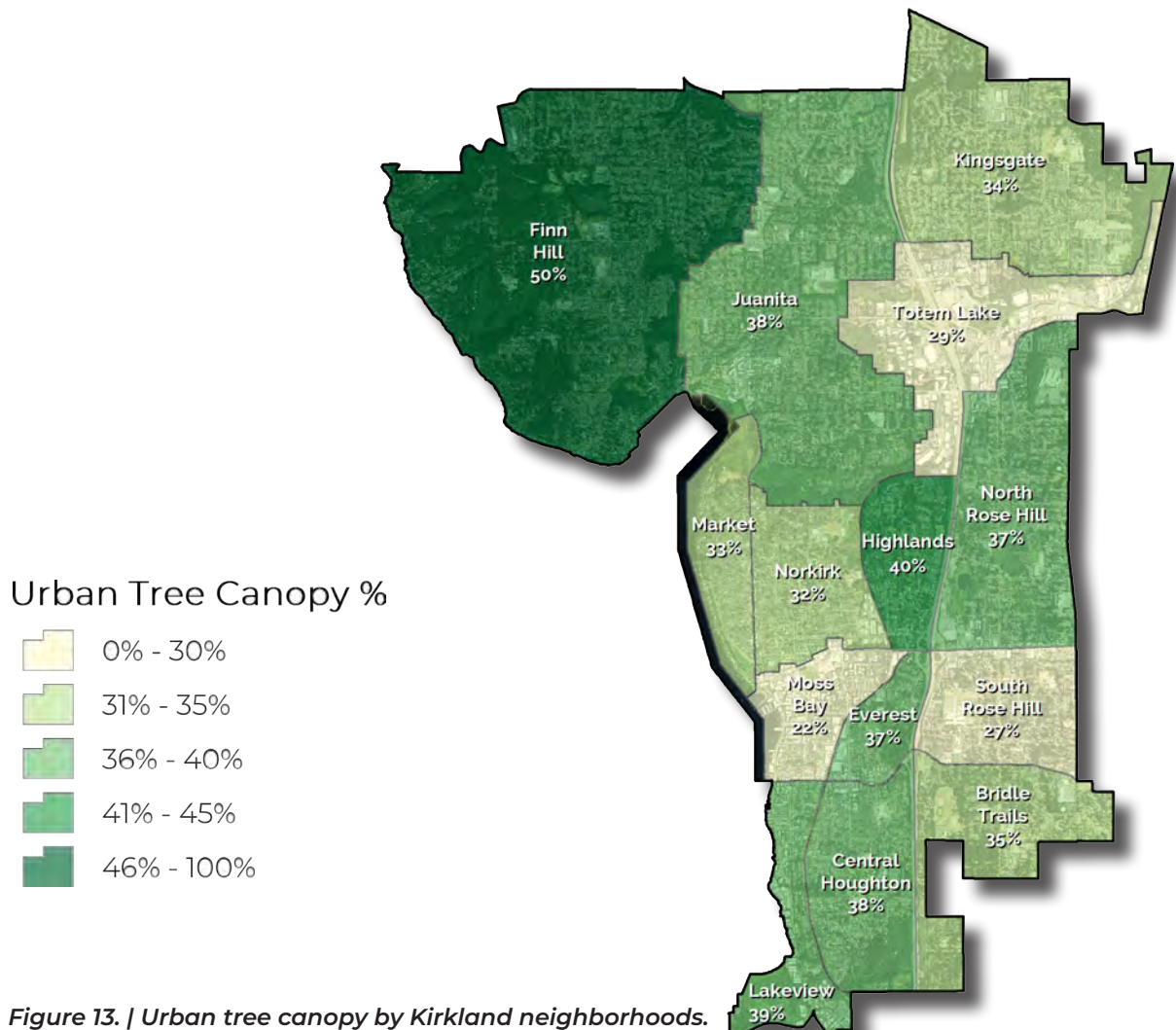


Figure 13. | Urban tree canopy by Kirkland neighborhoods.

## URBAN TREE CANOPY BY DRAINAGE BASINS

Because trees play an important role in stormwater management, UTC and PPA were assessed for the 15 local drainage basins found within Kirkland. Houghton Slope A and To Redmond had the lowest percentages of existing UTC with 26 and 28 percent, while Yarrow Creek, Denny Creek, and Holmes Point had the greatest with 50, 53, and 60 percent respectively. PPA was varied less and ranged from 26 percent in Kingsgate Slope to 36 percent in South Juanita Slope. The largest drainage basin, Juanita Creek, contributed the most to the City's totals with 32 percent UTC contributing 29 percent of the City's total canopy and 32 percent total PPA contributing 35 percent of the City's total PPA.

**Table 8. | Urban tree canopy assessment results by drainage basins. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within each basin (dist.).**

Drainage Basin	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Carillon Creek</b>	106	1%	36	34%	1%	35	33%	1%
<b>Champagne Creek</b>	621	5%	281	45%	6%	218	35%	6%
<b>Denny Creek</b>	803	7%	429	53%	10%	231	29%	7%
<b>Forbes Creek</b>	1,824	16%	715	39%	16%	515	28%	15%
<b>Holmes Point</b>	457	4%	276	60%	6%	130	28%	4%
<b>Houghton Slope A</b>	376	3%	99	26%	2%	117	31%	3%
<b>Houghton Slope B</b>	134	1%	44	33%	1%	45	33%	1%
<b>Juanita Creek</b>	3,615	32%	1,279	35%	29%	1,153	32%	34%
<b>Kingsgate Slope</b>	562	5%	212	38%	5%	145	26%	4%
<b>Kirkland Slope</b>	210	2%	66	31%	2%	62	30%	2%
<b>Lower Sammamish River Valley</b>	24	0%	10	43%	0%	8	33%	0%
<b>Moss Bay</b>	1,486	13%	444	30%	10%	405	27%	12%
<b>South Juanita Slope</b>	287	3%	94	33%	2%	105	36%	3%
<b>To Redmond</b>	303	3%	84	28%	2%	92	31%	3%
<b>Yarrow Creek</b>	577	5%	287	50%	7%	158	27%	5%
<b>Totals</b>	<b>11,385</b>	<b>100%</b>	<b>4,356</b>	<b>38%</b>	<b>100%</b>	<b>3,419</b>	<b>30%</b>	<b>100%</b>

## URBAN TREE CANOPY BY CENSUS BLOCK GROUPS

UTC and PPA were assessed for the 80 U.S. census block groups (CBG) found within Kirkland. CBGs are delineated by the U.S. Census Bureau and tied to all population and demographic census data. This makes them helpful for assessing environmental equity. 6 percent of CBGs had less than 20 percent UTC; 28 percent had 20-30 percent UTC; 40 percent had 30-40 percent UTC; and the other 26 percent had 40 percent of greater. For the complete results by CBG, refer to the UTC Results spreadsheet.

### Urban Tree Canopy and Possible Planting Area by Census Block Groups

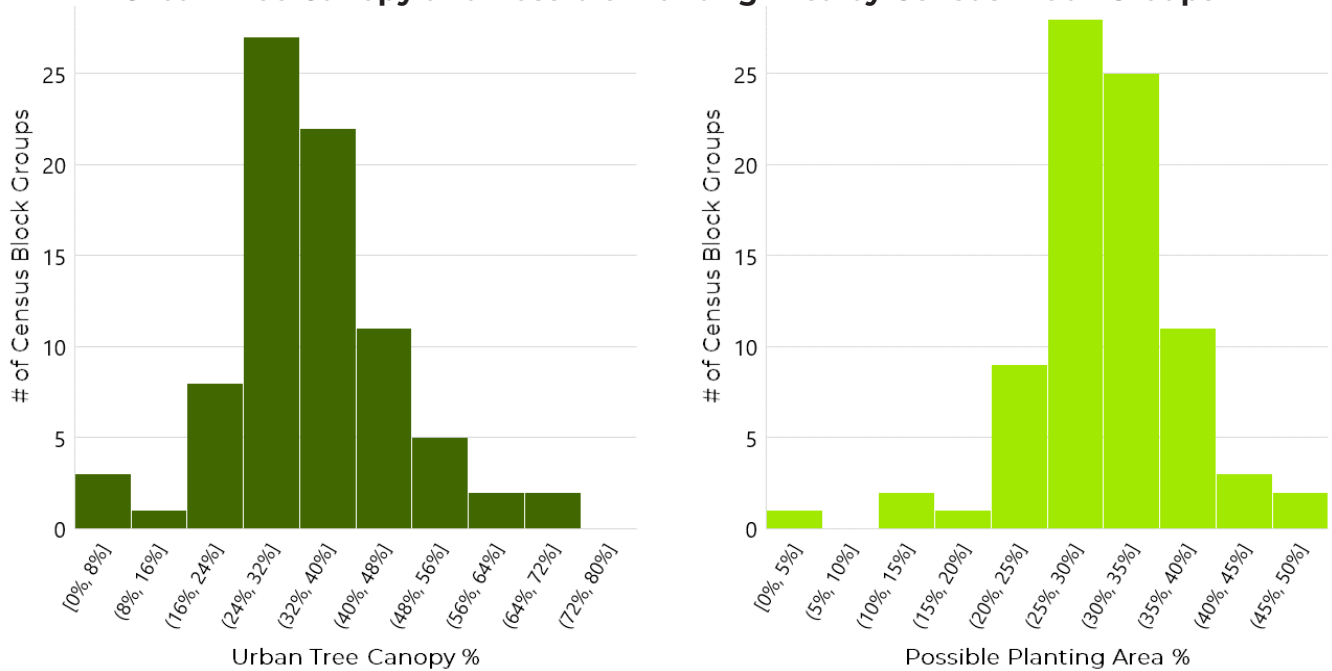


Figure 14. | Number of census block groups within urban tree canopy (left) and possible planting area (right) ranges.

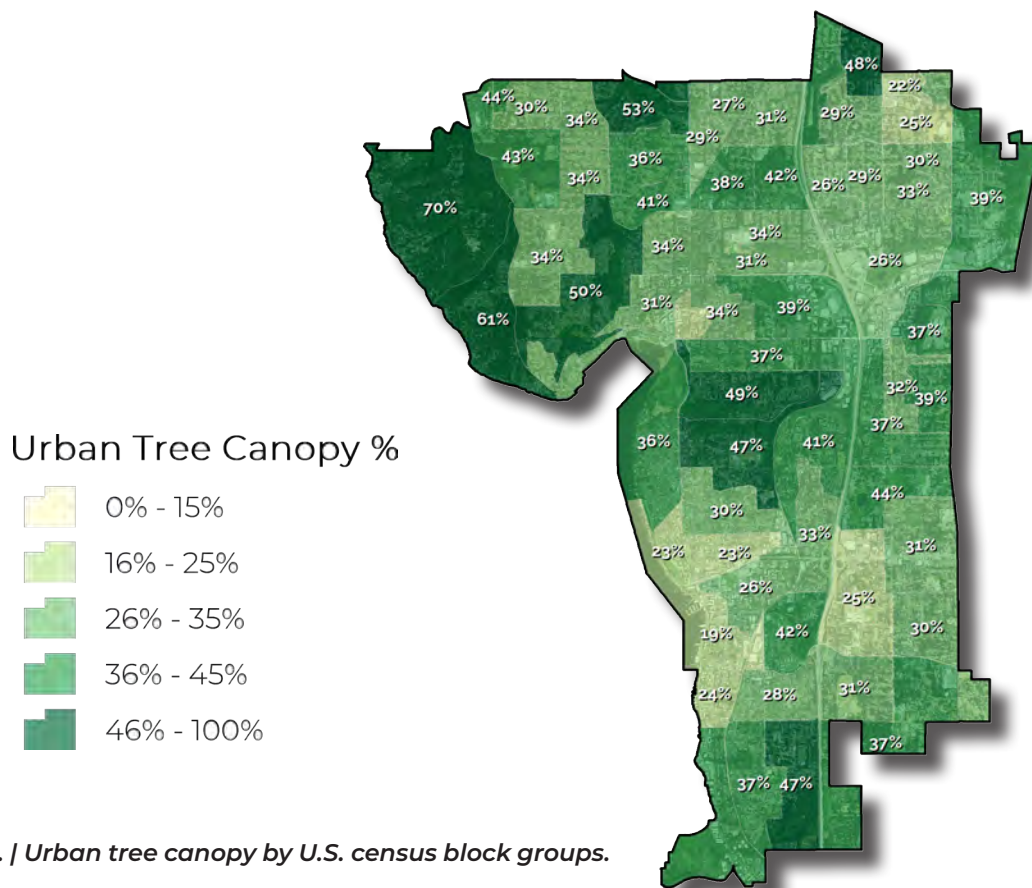


Figure 15. | Urban tree canopy by U.S. census block groups.



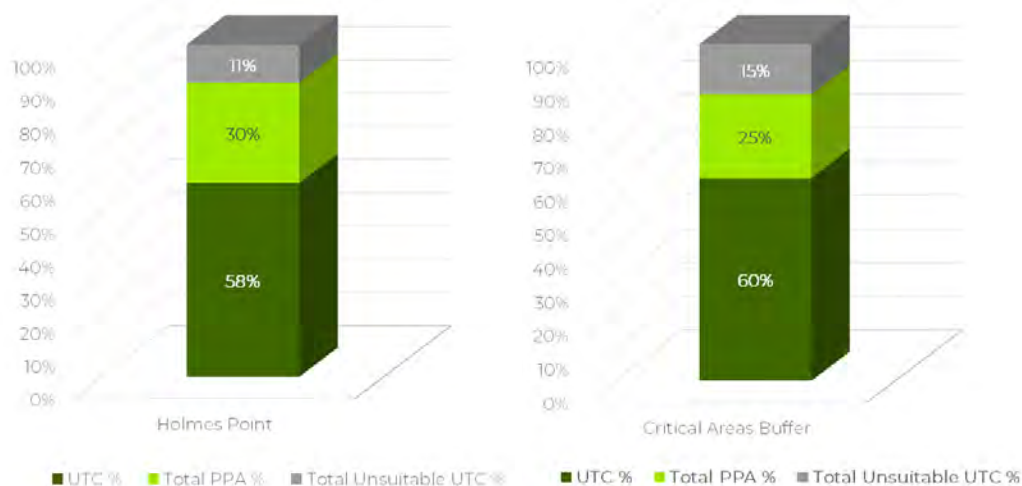
## URBAN TREE CANOPY BY HOLMES POINT OVERLAY

UTC and PPA were assessed within the Holmes Point Overlay boundary. Historically, this area is one of the City's most densely forested areas. In 2017, this region contained over 58 percent UTC, 30 percent total PPA (of which 28 percent was PPA-Vegetation and only 2 percent was PPA-Impervious), and 11 percent total unsuitable areas. With 380 acres of canopy, the Holmes Point Overlay contains 9 percent of Kirkland's tree canopy, despite comprising only 6 percent of its land area.

**Table 9. | Urban tree canopy in Kirkland's Holmes Point region. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within the overlay (dist.).**

City of Kirkland	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Holmes Point Overlay</b>	651	6%	380	58%	9%	197	30%	6%

## Urban Tree Canopy Potential by Holmes Point Overlay and Citywide Critical Area Buffers



**Figures 16 and 17. | Urban tree canopy, possible planting area, and unsuitable areas for UTC in Kirkland's Holmes Point Overlay (left) and citywide 100' critical area buffers (right).**

## URBAN TREE CANOPY BY CRITICAL AREA BUFFERS

Trees in critical and sensitive environmental areas are also a valuable part of Kirkland's urban forest resource. A buffer of 100 feet was applied to Kirkland's streams, lakes, wetlands, and landslide areas and UTC and PPA metrics were assessed within this area. Results indicated that Kirkland's critical area buffers contained 60 percent existing UTC, 25 percent total PPA (predominantly vegetation), and 15 percent total unsuitable areas. With 2,872 land acres and 1,729 acres of canopy, this region contains 40 percent of Kirkland's citywide canopy while occupying just 25 percent of its land area.

**Table 10. | Urban tree canopy in Kirkland's critical area buffers. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within the buffer (dist.).**

City of Kirkland	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Critical Area Buffers (100')</b>	2,873	25%	1,729	60%	40%	715	25%	21%

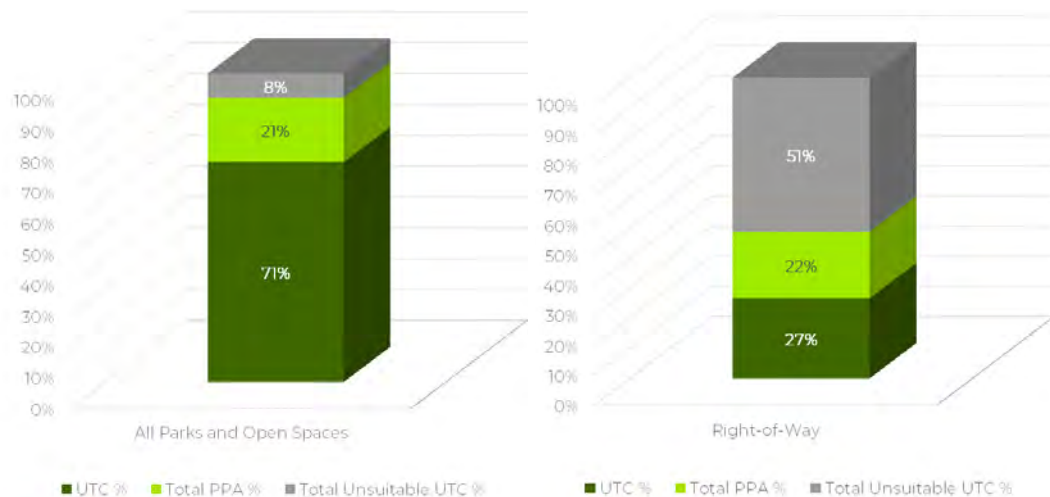
## URBAN TREE CANOPY BY PARKS AND OPEN SPACES

UTC and PPA were assessed within Kirkland's various classes of parks and open spaces: general parks (consisting of parks, swimming pool facilities, and cemeteries), open spaces, and all parks. UTC was 85 percent in open spaces, 70 percent in general parks, and 71 percent overall. General parks contained the majority of total UTC within this assessment scale with 70 percent canopy cover contributing 91 percent of the total canopy. PPA ranged from 13 percent in open spaces to 22 percent in general parks, which also contributed the most to the citywide total with 21 contributing 95 percent of all plantable space in these areas.

**Table 11. | Urban tree canopy in Kirkland's parks and open spaces. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within the area (dist.).**

Parks and Open Spaces	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>General Parks</b>	943	93%	661	70%	91%	203	22%	95%
<b>Open Spaces</b>	75	7%	63	85%	9%	10	13%	5%
<b>Totals</b>	<b>1,017</b>	<b>100%</b>	<b>725</b>	<b>71%</b>	<b>100%</b>	<b>213</b>	<b>21%</b>	<b>100%</b>

## UTC, PPA, and Impervious Areas in Kirkland's Parks/Open Spaces and Right-of-Way



**Figures 18 and 19. | Urban tree canopy, possible planting area, and impervious areas in Kirkland's Parks and Open Spaces (left) and right-of-way (right).**

## URBAN TREE CANOPY BY RIGHT-OF-WAY

UTC and PPA were assessed for Kirkland's right-of-way or publicly-maintained sidewalk and street areas. Trees in the ROW are especially valuable components of a city's urban forest in terms of air pollution control, shading, and even social benefits. Within these areas, UTC was 27 percent, PPA-Vegetation was 14 percent, PPA-Impervious was 8 percent, and unsuitable areas were 50 percent. UTC and total PPA (22 percent) were lower in the ROW than the citywide average, but much of this area consists of sidewalks or roads where it would be impossible to plant trees.

**Table 12. | Urban tree canopy in Kirkland's right-of-way. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within the ROW (dist.).**

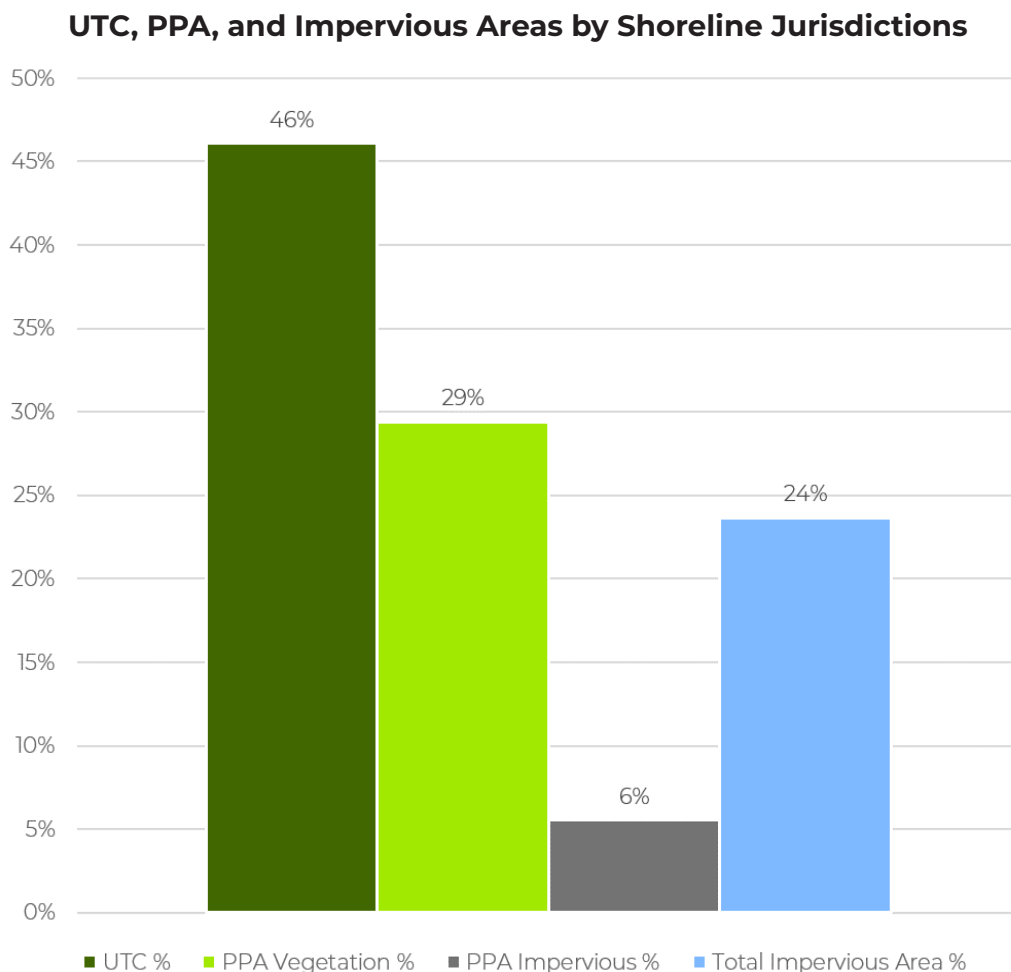
City of Kirkland	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Right-of-Way</b>	2,166	19%	576	27%	13%	481	22%	14%

## URBAN TREE CANOPY BY SHORELINE JURISDICTIONS

UTC and PPA were assessed within Kirkland's shoreline jurisdictions. The results were aggregated for reporting. Shoreline jurisdictions in Kirkland had 46% canopy cover or 4% of all canopy citywide. These areas also contained 116 acres of possible planting area (35%) with a majority of that on vegetated surfaces.

**Table 13. | Shoreline jurisdiction urban tree canopy assessment results by acres and percent. UTC and PPA results include acres, percent of area covered by UTC or PPA (%), and distribution of the city's total UTC or PPA within Kirkland's shoreline jurisdictions (dist.).**

City of Kirkland	Land Area		Urban Tree Canopy			Possible Planting Area		
	Acres	Dist.	Acres	%	Dist.	Acres	%	Dist.
<b>Shoreline Jurisdictions</b>	332	3%	153	46%	4%	116	35%	3%



**Figure 20. | Urban tree canopy, possible planting area, and impervious areas in Kirkland's shoreline jurisdictions.**

# URBAN TREE CANOPY CHANGE ANALYSIS

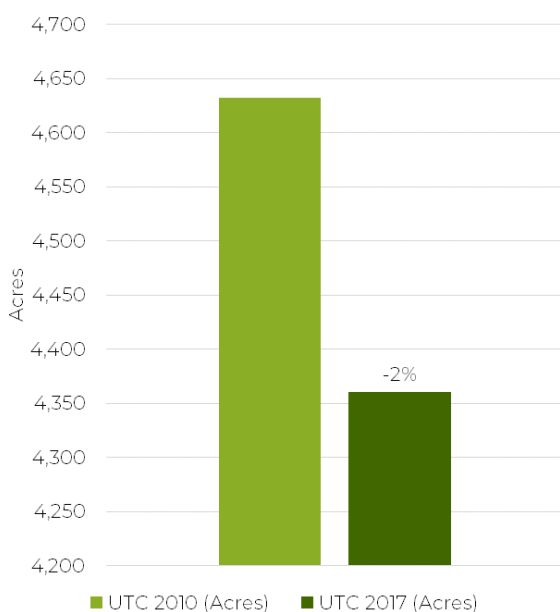
This section presents the change analysis results which were analyzed across the same geographic assessment boundaries described above. In addition to assessing Kirkland's urban tree canopy using 2017 imagery, this study also quantified changes in urban tree canopy since it was last assessed by AMEC Environmental & Infrastructure, Inc. using 2010 Worldview-2 satellite imagery. Although the exact methods used to map land cover varied between the 2017 and 2010 studies, the resulting land cover data are comparable. Both studies used leaf-on, high-resolution aerial imagery as their primary source. The spatial resolution of the imagery in 2010 was 1.5-feet while this study used 1-meter NAIP imagery. Both studies also utilized Feature Analyst remote sensing software and an object-based image analysis (OBIA) as their primary method. To ensure an even comparison, the 2010 land cover data were reanalyzed using the current boundaries of the city, land use, census block groups, etc., and changes since 2010 were assessed at the same geographic assessment scales. Similar to the UTC and PPA assessment above, the urban tree canopy change percentages are based on land area only.

## CITYWIDE URBAN TREE CANOPY CHANGE

There was a slight decrease in Kirkland's tree canopy over the 7-year study period from 2010-2017. Throughout the city, the average canopy cover decreased from 40.7 percent in 2010 to 38.3 percent in 2017. Tree canopy decreased by approximately 272 acres, yielding a 2.4 percent raw or 6 percent relative decrease since 2007. New development throughout the city was responsible for a majority of the losses in tree canopy. Some overestimation in the previous assessment was also observed.

**Table 14. | Urban tree canopy change results for the City of Kirkland by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>City Boundary</b>	11,394	100%	4,632	41%	4,361	38%	-272	-2%



**Figure 21. | Urban tree canopy change for the City of Kirkland, 2010-2017.**



**Figure 22. | Urban tree canopy in 2010 (yellow) compared to 2017 (green) in Downtown Kirkland.**

## URBAN TREE CANOPY CHANGE BY PRE-ANNEXATION CITY BOUNDARY

UTC within the pre-annexation city boundary decreased slightly. This region lost approximately 77 acres of canopy which equated to a 1 percent decrease from 36 percent to 35 percent between 2010 and 2017. This change result indicates that the majority of canopy lost in Kirkland over the study period (195 acres or 72 percent) occurred within the three annexed neighborhoods of Finn Hill, North Juanita, and Kingsgate, which were more heavily forested to begin with. The recent losses in canopy cover within the pre-annexation city boundary are a reversal of an increasing trend experienced from 2002-2010 when canopy cover increased by approximately 4 percent.

**Table 15. | Urban tree canopy change results for the pre-annexation boundary by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Pre-Annexation Boundary</b>	6,802	60%	2,448	36%	2,371	35%	-77	-1%

## URBAN TREE CANOPY CHANGE BY WATERSHEDS

UTC change within the Lake-Washington Sammamish River watershed, which occupies 94 percent of the City's land area, closely mirrored the City's change result. This watershed lost approximately 239 acres of canopy which lowered its UTC by 2 percent from 41 percent in 2010 to 38 percent in 2017. The Bear Creek-Sammamish River watershed experienced a larger decrease in relation to its size. It lost approximately 33 acres of canopy, decreasing its UTC by 5 percent from 41 percent in 2010 to 36 percent in 2017. However, this watershed only occupies 6 percent of land area in Kirkland.

**Table 16. | Urban tree canopy change results for Kirkland's watersheds by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

Watersheds	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Bear Creek-Sammamish River</b>	699	6%	285	41%	252	36%	-33	-5%
<b>Lake Washington-Sammamish River</b>	10,695	94%	4,347	41%	4,108	38%	-239	-2%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,632</b>	<b>41%</b>	<b>4,361</b>	<b>38%</b>	<b>-272</b>	<b>-2%</b>

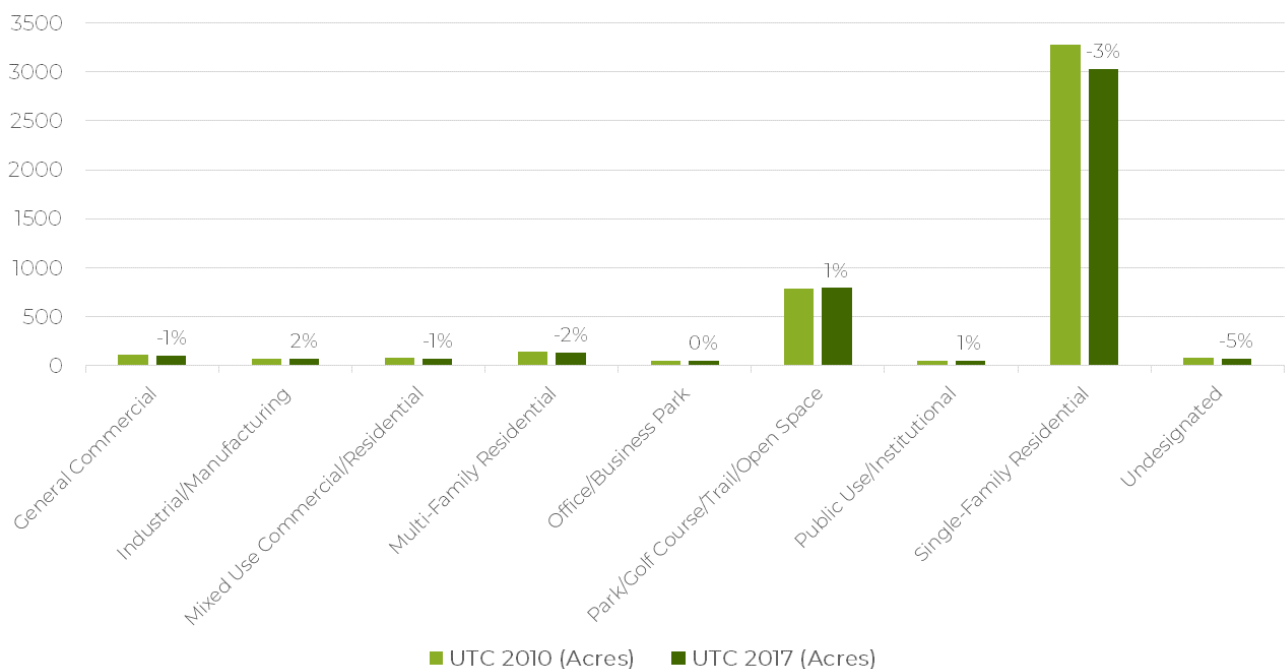
## URBAN TREE CANOPY CHANGE BY LAND USES

UTC change varied slightly across Kirkland's ten King County comprehensive plan land use classes. Undesignated areas, primarily the Interstate-405 corridor, experienced the greatest loss in canopy by percentage, decreasing by approximately 4 percent from 25 percent in 2010 to 21 percent in 2017. The greatest loss in citywide canopy by acreage occurred in the Single-Family Residential class, which lost 253 acres or approximately 3 percent of their canopy from 41 to 37 percent. However, several land use classes such as Industrial/Manufacturing, Public Use/Institutional, and Parks/Open Spaces had increases in their tree canopy over the seven-year time period, and several others had little to no change.

**Table 17. | Urban tree canopy change results for Kirkland's King County land use classes by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

Land Uses	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>General Commercial</b>	602	5%	109	18%	103	17%	-6	-1%
<b>Industrial/Manufacturing</b>	285	2%	67	23%	72	25%	5	2%
<b>Mixed Use Commercial/Residential</b>	226	2%	73	32%	71	31%	-2	-1%
<b>Multi-Family Residential</b>	414	4%	139	33%	129	31%	-9	-2%
<b>Office/Business Park</b>	178	2%	49	27%	48	27%	-0	-0%
<b>Park/Golf Course/Trail/Open Space</b>	1,132	10%	784	69%	791	70%	7	1%
<b>Public Use/Institutional</b>	154	1%	48	31%	50	33%	2	1%
<b>Single-Family Residential</b>	8,081	71%	3,282	41%	3,029	37%	-253	-3%
<b>Undesignated</b>	323	3%	82	25%	67	21%	-15	-5%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,632</b>	<b>41%</b>	<b>4,360</b>	<b>38%</b>	<b>-272</b>	<b>-2%</b>

**Urban Tree Canopy Change by Land Uses**



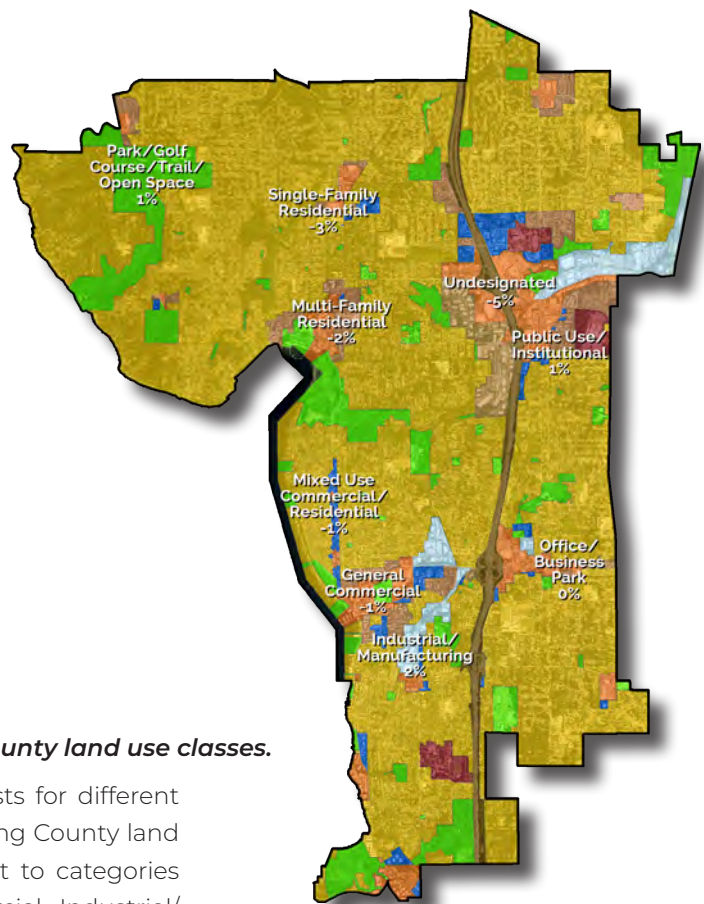
**Figure 22. | Urban tree canopy change in Kirkland from 2010-2017 by county land use classes.**



## URBAN TREE CANOPY CHANGE BY LAND USES (CONTINUED)

### Land Use Category

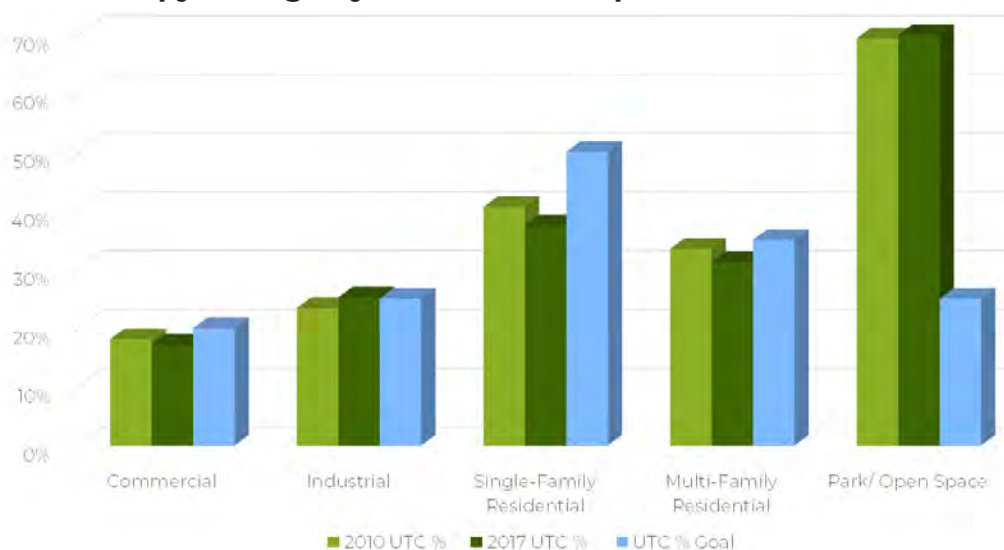
- Public Use/Institutional
- Office/Business Park
- General Commercial
- Industrial/Manufacturing
- Mixed Use Commercial/Residential
- Multi-Family Residential
- Single-Family Residential
- Park/Golf Course/Trail/Open Space
- Undesignated



**Figure 23. | Urban tree canopy change by King County land use classes.**

Canopy goals were established by American Forests for different land uses in the Puget Sound region. Five of the King County land use classes analyzed in this study were equivalent to categories presented by American Forests: General Commercial, Industrial/Manufacturing, Single-Family Residential, Multi-Family Residential, and Park/Golf Course/Trail/Open Space. The City of Kirkland has not adopted American Forests' canopy goals for individual land use classes. However, comparisons between American Forests' individual land use classifications and Kirkland's UTC may provide some insight into future urban forest management decisions. In 2010, only the Park/Golf Course/Trail/Open Space category met or exceeded the American Forests' recommendations for the same land use class. Those areas had a UTC of 69 percent compared to a 25 percent standard. By 2017, another land use had exceeded American Forests' standard: Industrial areas increased from 23 percent UTC to the 25 percent standard. General Commercial, Single-Family Residential, and Multi-Family Residential areas all slightly decreased over the same time period, moving them farther away from the American Forests recommendations for the Puget Sound region. Single-Family Residential areas remained the furthest from the American Forests recommendations with 37 percent UTC compared to the target of 50 percent.

### Urban Tree Canopy Change by Land Uses Compared with American Forests Goals



**Figure 24. | Urban tree canopy change in Kirkland's five land use classes with UTC goals set in the 2010 study.**

## URBAN TREE CANOPY CHANGE BY NEIGHBORHOODS

Assessing Kirkland's UTC change by neighborhoods revealed more variation. Neighborhoods that experienced the greatest decreases in canopy included Kingsgate with a 6 percent loss, Juanita with 4 percent, and Finn Hill with 3 percent. Finn Hill also had the greatest decrease in canopy by acreage (85 acres) but maintained the highest UTC of any neighborhood in both 2010 (54 percent) and 2017 (50 percent). The Lakeview, Totem Lake, and Market neighborhoods all showed an increase in canopy by 2-3 percent.

**Table 18. | Urban tree canopy change results for Kirkland's neighborhoods. UTC results include acres and percent of area covered by UTC in 2010 and 2017 and change in acres and percent over the seven-year period.**

Neighborhoods	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Bridle Trails</b>	610	5%	225	37%	213	35%	-12	-2%
<b>Central Houghton</b>	610	5%	244	40%	233	38%	-12	-2%
<b>Everest</b>	220	2%	87	40%	81	37%	-6	-3%
<b>Finn Hill</b>	2,609	23%	1,398	54%	1,313	50%	-85	-3%
<b>Highlands</b>	363	3%	154	43%	147	40%	-7	-2%
<b>Juanita</b>	1,865	16%	793	43%	712	38%	-81	-4%
<b>Kingsgate</b>	1,279	11%	510	40%	438	34%	-71	-6%
<b>Lakeview</b>	363	3%	136	37%	142	39%	6	2%
<b>Market</b>	291	3%	89	31%	96	33%	8	3%
<b>Moss Bay</b>	314	3%	77	25%	70	22%	-7	-2%
<b>Norkirk</b>	511	4%	171	33%	162	32%	-9	-2%
<b>North Rose Hill</b>	978	9%	356	36%	361	37%	5	0%
<b>South Rose Hill</b>	508	4%	152	30%	139	27%	-13	-3%
<b>Totem Lake</b>	874	8%	239	27%	254	29%	15	2%
<b>Totals</b>	<b>11,394</b>	<b>100%</b>	<b>4,632</b>	<b>41%</b>	<b>4,360</b>	<b>38%</b>	<b>-272</b>	<b>-2%</b>



### Urban Tree Canopy Change by Neighborhoods

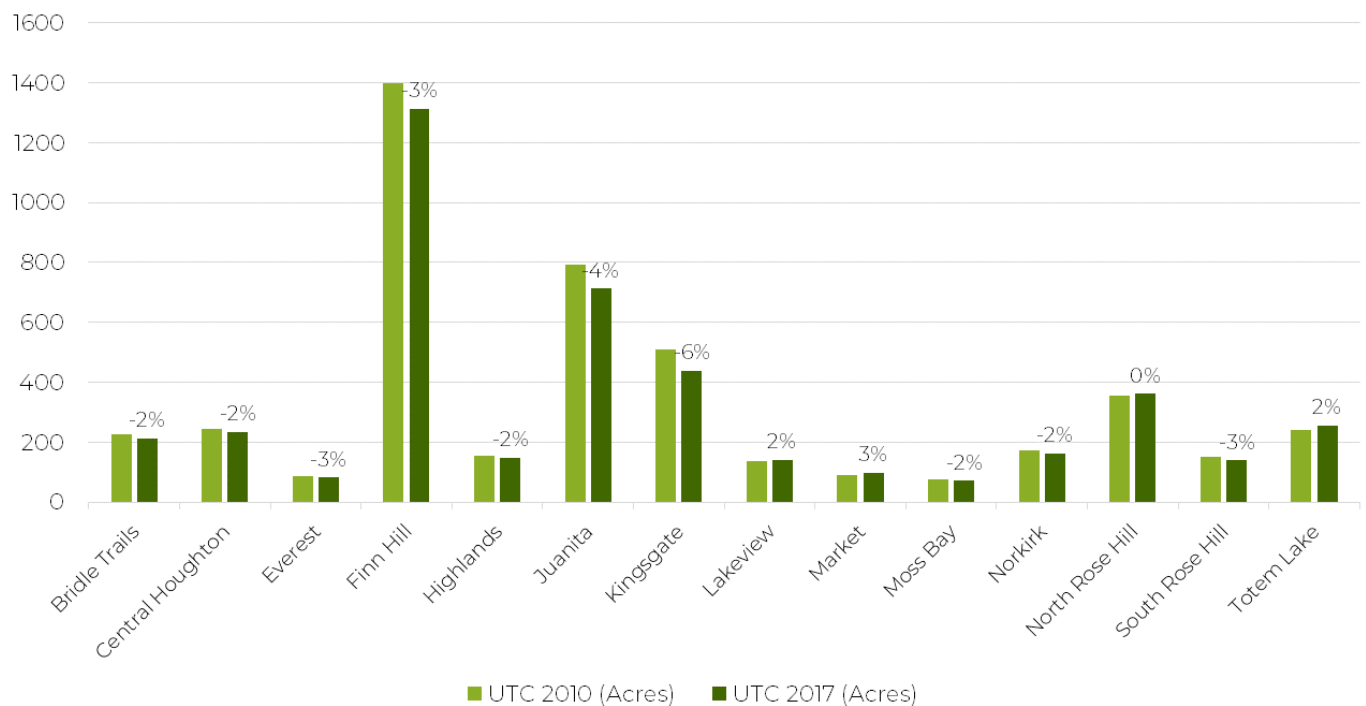


Figure 25. | Urban tree canopy change in Kirkland's neighborhoods.

### UTC Change %

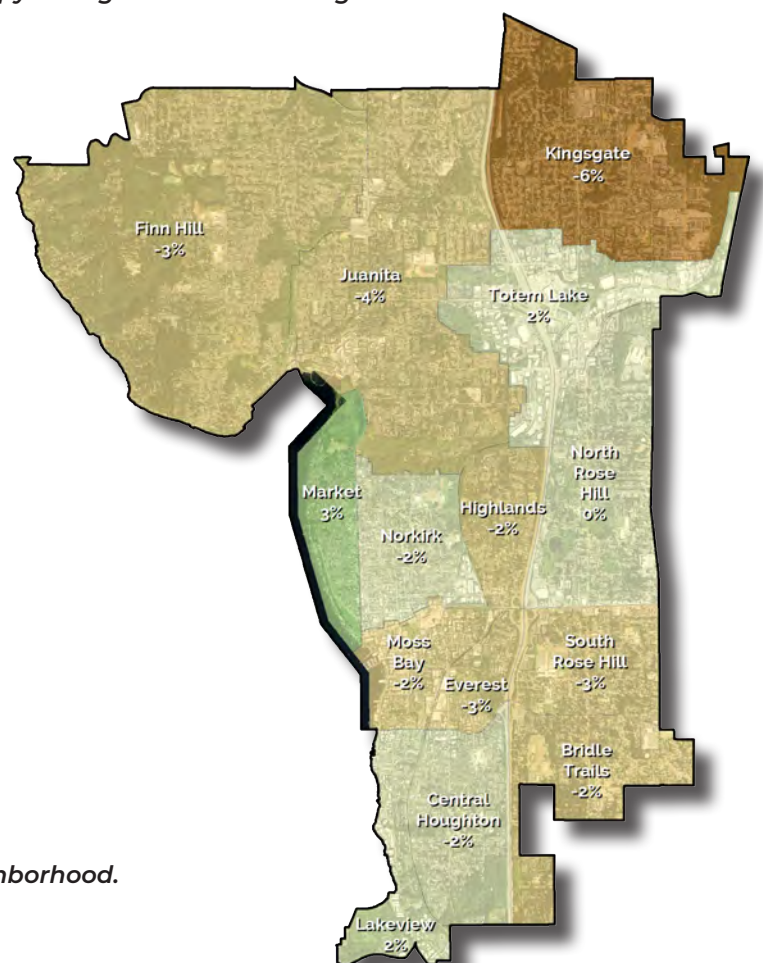
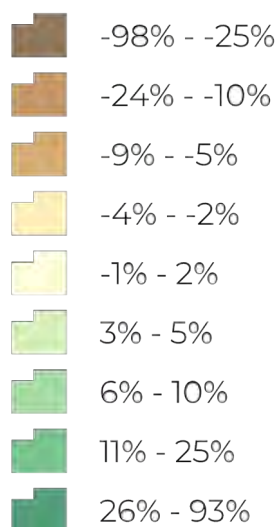


Figure 26. | Urban tree canopy change by neighborhood.

## URBAN TREE CANOPY CHANGE BY DRAINAGE BASINS

Between 2010 to 2017, all of Kirkland's 15 drainage basins had a decrease in canopy except for Kirkland Slope which had no change. Holmes Point had the greatest decrease in canopy by percentage, dropping from 67 to 60 percent but maintained the highest UTC of all the drainage basins both years despite that loss. Juanita Creek had the greatest loss in UTC acres, losing 121 acres or 3 percent of its canopy.

**Table 19. | Urban tree canopy change results for Kirkland's drainage basins by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

Drainage Basins	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Carillon Creek</b>	106	1%	37	35%	36	34%	-1	-1%
<b>Champagne Creek</b>	621	5%	292	47%	281	45%	-11	-2%
<b>Denny Creek</b>	803	7%	449	56%	429	53%	-20	-3%
<b>Forbes Creek</b>	1,824	16%	717	39%	715	39%	-2	-0%
<b>Holmes Point</b>	457	4%	305	67%	276	60%	-30	-6%
<b>Houghton Slope A</b>	376	3%	102	27%	99	26%	-3	-1%
<b>Houghton Slope B</b>	134	1%	48	36%	44	33%	-4	-3%
<b>Juanita Creek</b>	3,615	32%	1,399	39%	1,279	35%	-121	-3%
<b>Kingsgate Slope</b>	562	5%	239	42%	212	38%	-27	-5%
<b>Kirkland Slope</b>	210	2%	66	31%	66	31%	0	0%
<b>Lower Sammamish River Valley</b>	24	0%	11	46%	10	43%	-1	-3%
<b>Moss Bay</b>	1,486	13%	474	32%	444	30%	-29	-2%
<b>South Juanita Slope</b>	287	3%	105	36%	94	33%	-10	-4%
<b>To Redmond</b>	303	3%	92	30%	84	28%	-7	-2%
<b>Yarrow Creek</b>	577	5%	293	51%	287	50%	-6	-1%
<b>Totals</b>	<b>11,385</b>	<b>100%</b>	<b>4,629</b>	<b>41%</b>	<b>4,356</b>	<b>38%</b>	<b>-273</b>	<b>-2%</b>

## URBAN TREE CANOPY CHANGE BY CHANGE BY CENSUS BLOCK GROUPS

18 percent of Kirkland's 80 CBGs increased their tree canopy between 2010 and 2017 and the remaining 82 percent had decreases.

56 percent of all CBGs had canopy decreases of 5 percent or less, 17 percent had decreases between 5-10 percent, and 9 percent had decreases greater than 10 percent. UTC change ranged from +10 percent in the CBG with the greatest increase to -60 percent in the CBG with the greatest loss.

For the full change analysis results by CBG, refer to the UTC Results spreadsheet.

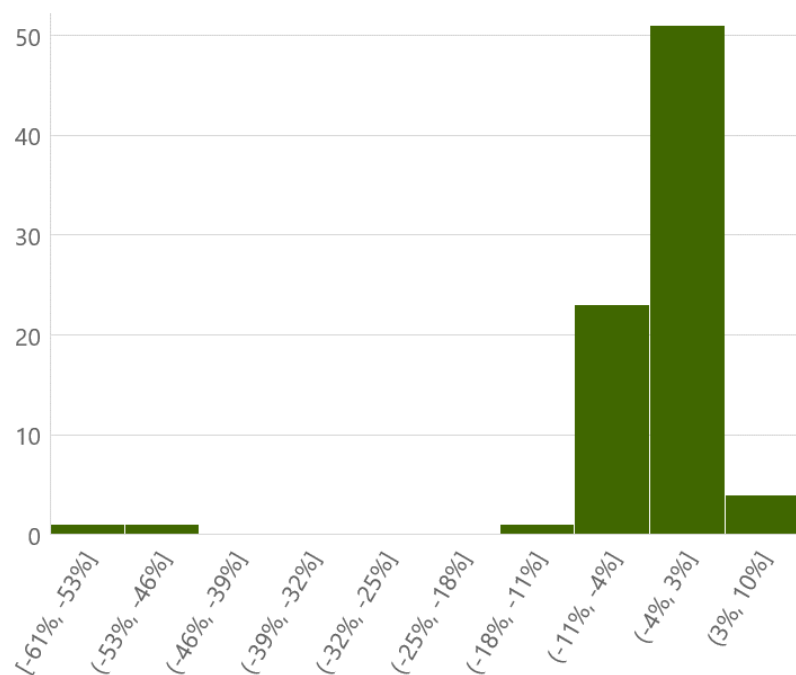


Figure 26. | Number of census block groups within UTC change ranges.

### UTC Change %

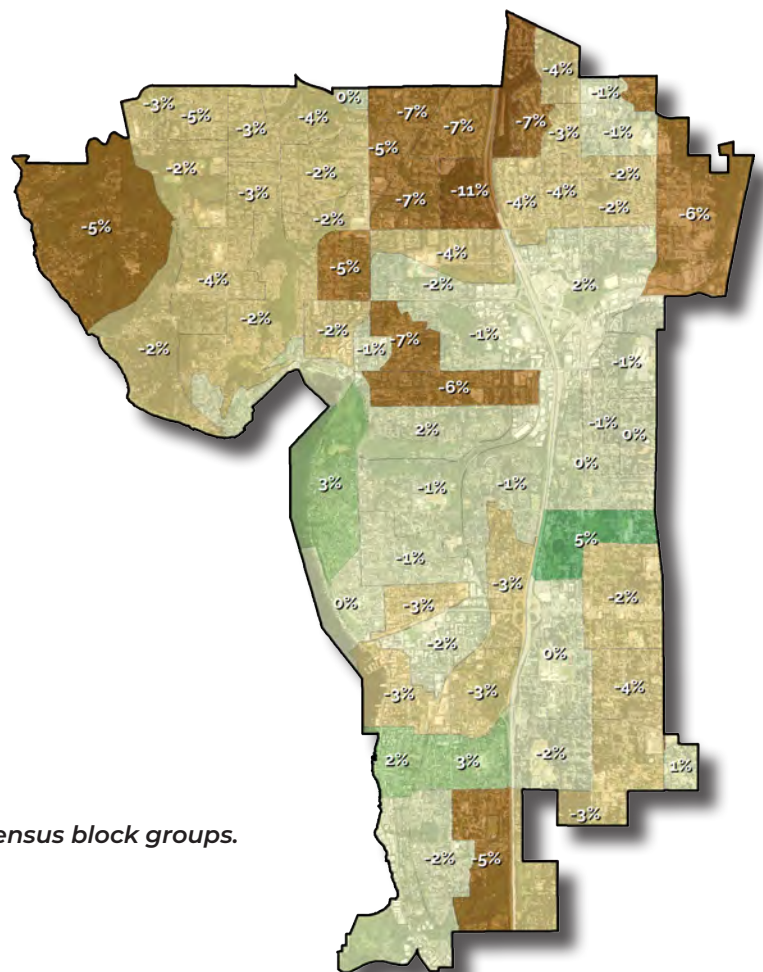
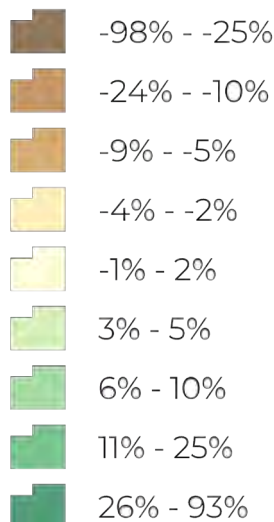


Figure 27. | Urban tree canopy change by U.S. census block groups.

## URBAN TREE CANOPY CHANGE BY HOLMES POINT OVERLAY

Kirkland's Holmes Point Overlay region had a decrease in canopy, but its UTC remained among the highest in the City. This region lost 37 acres of canopy between 2010-2017 which decreased its UTC by 6 percent from 64 to 58 percent.

**Table 20. | Urban tree canopy change results for the Holmes Point overlay by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Holmes Point Overlay</b>	651	6%	416	64%	380	58%	-37	-6%

## URBAN TREE CANOPY CHANGE BY RIGHT-OF-WAY

Kirkland's ROW experienced very little change in canopy over the seven-year assessment period. These areas lost approximately 5 acres of canopy and had a UTC of 27 percent in both 2010 and 2017.

**Table 21. | Urban tree canopy change results for Kirkland's right-of-way by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Right of Way</b>	2,166	19%	416	64%	380	58%	-37	-6%

## URBAN TREE CANOPY CHANGE BY CRITICAL AREA BUFFERS

The 100-foot buffered region around Kirkland's lakes, streams, wetlands, and landslide areas was one of the few areas of the City that experienced an increase in canopy between 2010 and 2017. This area had an increase of 13 acres, maintaining a UTC of 60 percent throughout both years.

**Table 22. | Urban tree canopy change results for Kirkland's critical area buffers by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Critical Area Buffers (100')</b>	2,873	25%	1,716	60%	1,729	60%	13	0%

## URBAN TREE CANOPY CHANGE BY PARKS AND OPEN SPACES

UTC change in Kirkland's park and open space classes varied. General parks had an increase of 1 percent from 69 to 70 percent UTC, while UTC in open spaces decreased by 2 percent from 87 to 85 percent. Overall, UTC in all of Kirkland's park and open space areas increased by approximately 12 acres or 1 percent.

**Table 23. | Urban tree canopy change results for Kirkland's parks and open space classes by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

Parks and Open Spaces	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>General Parks</b>	943	93%	647	69%	661	70%	14	1%
<b>Open Spaces</b>	75	7%	65	87%	63	85%	-2	-2%
<b>Totals</b>	<b>1,017</b>	<b>100%</b>	<b>712</b>	<b>70%</b>	<b>725</b>	<b>71%</b>	<b>12</b>	<b>1%</b>

## URBAN TREE CANOPY CHANGE BY SHORELINE JURISDICTIONS

In contrast to most of the City's area which had a slight decrease in UTC from 2010-2017, Kirkland's shoreline jurisdictions had an increase in canopy. In total, these areas gained 22 acres of canopy or 7 percent, increasing overall UTC from 39 to 46 percent.

**Table 24. | Urban tree canopy change results for Kirkland's shoreline jurisdictions by acres and percent. UTC results include acres and percent of area covered by UTC in 2010 and 2017, and change in acres and percent over the seven-year period.**

City of Kirkland	Land Area		UTC 2010		UTC 2017		UTC Change	
	Acres	Dist.	Acres	%	Acres	%	Acres	%
<b>Shoreline Jurisdictions</b>	332	3%	131	39%	153	46%	22	7%

# RECOMMENDATIONS

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It is clear that the City of Kirkland values its urban forest resource and wants to preserve, protect, and maintain it. One way to do this is to have a canopy assessment performed on a regular interval. The City of Kirkland has started this process by assessing their canopy in 2010 and again 2017. As the City changes, they will be able to use these recommendations to ensure that their urban forest policies and management practices continue to prioritize its maintenance, health, and growth.



**Tree canopy increased  
in Kirkland's Industrial,  
Parks, & Institutional  
land use classes from  
2010-2017.**

The City of Kirkland's 2013 Comprehensive Plan set a target of 40%. With its current canopy cover of 38%, Kirkland has fallen below this goal after reaching it in 2010. It is still within 75-100% of its citywide canopy goal which is an "optimal" indicator per the performance indicator model in the 2013 Urban Forestry Strategic Management Plan (UFSMP). The City's vegetated PPA of 21%, over 2,000 acres, provides many opportunities for future canopy expansion. Therefore, the City should put these results to work to preserve and promote its tree canopy in working towards that goal.

The results of this assessment can and should be used to encourage investment in forest monitoring, maintenance, and management; to inform codes and policies for tree retention and tree planting; to prepare supportive information for local budget requests/grant applications; and to develop targeted presentations for city leaders, planners, engineers, resource managers, and the public on the functional benefits of trees in addressing environmental issues. All data created by this study were collected and delivered in a manner that the City's GIS staff may use to conduct further analysis. The results by geographic area (such as census block group) may be particularly helpful for soliciting grant funding since they demonstrate which areas have the greatest need. The land cover data should be disseminated to diverse partners for urban forestry and other applications while the data is current and most useful for decision-making and implementation planning. The information from this study can help establish canopy cover goals for the short- and long-term. A hyperlink to this UTC report should be provided on the City's Urban Forest, Trees and Landscaping, GIS Maps, and Kirkland Green Links and Library webpages to help engage the public. The city should also continue to incorporate tree planting, tree maintenance, and invasive removals which can be supported by these data.

Additionally, the City and its various stakeholders can utilize the results of the UTC, PPA, and change analyses to identify the best locations to focus future tree planting and canopy expansion efforts. While the City has a decent canopy coverage throughout its entire area, breaking up the results by several different geographic boundaries demonstrated that this canopy is not evenly distributed. These results can be used as a guide to determine which



## RIGHTS-OF-WAY IN KIRKLAND ARE PRIME AREAS FOR INCREASING URBAN TREE CANOPY

areas would receive the greatest benefits from the investment of valuable time and resources into Kirkland's urban forest.

In terms of expanding Kirkland's canopy, the City has several potential routes to take. For example, Single-family residential areas are a good place to target future canopy expansion as they hold a large amount of PPA (72 percent of the City's total plantable

space). Rights-of-way are also good areas to target because of the additional benefits of trees in these areas for stormwater runoff mitigation, air quality improvement, and shading. Meanwhile, the Moss Bay and South Rose Hill neighborhoods have the lowest existing UTC (22 and 27 percent respectively). Therefore, land use and/or ROW could be overlaid with neighborhoods to identify single-family residential areas and rights-of-way within those neighborhoods that are lacking canopy to identify planting opportunities. An approach to review these opportunity areas should be developed including on-the-ground assessments to gauge planting site suitability.

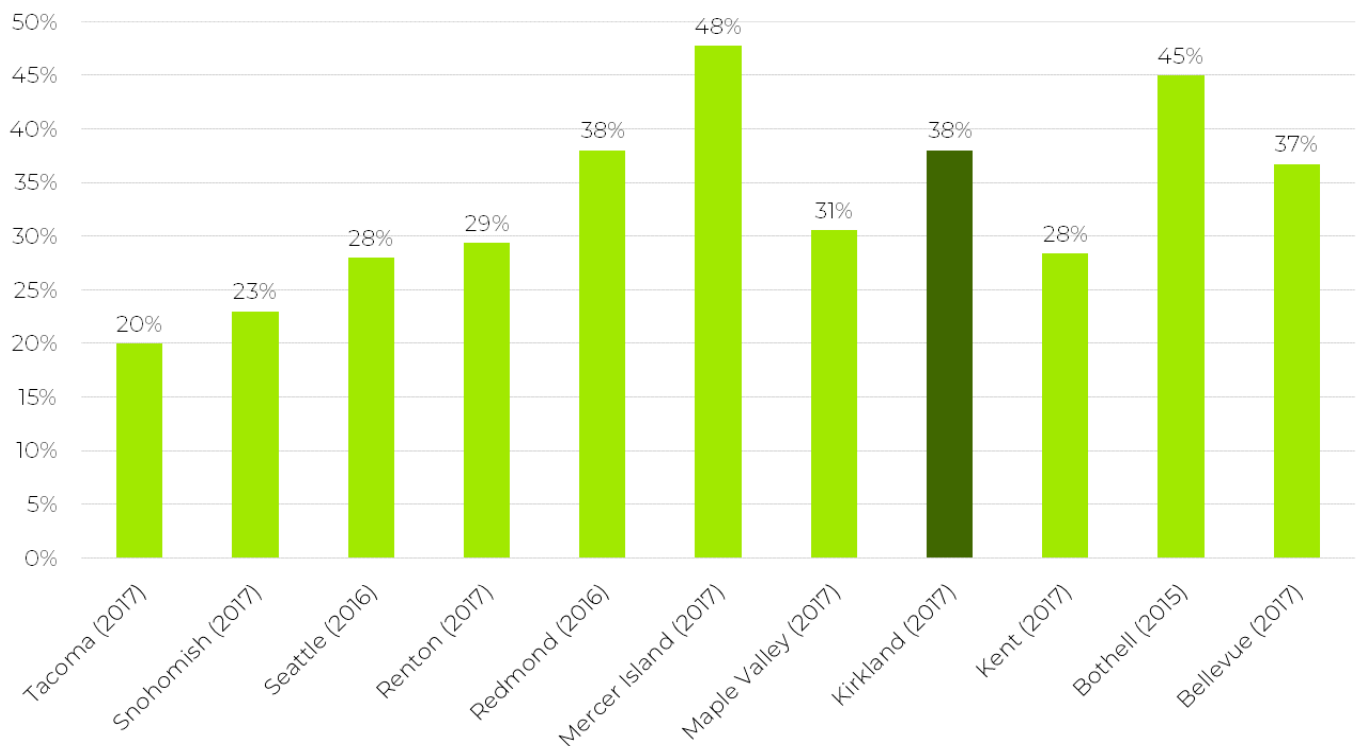
Kirkland must integrate these data into its larger citywide planning efforts and establish set policies and guidelines for the preservation of tree canopy amidst future development. Kirkland's urban forest provides the City with a wealth of environmental, social, and even economic benefits which relate back to greater community interest in citywide initiatives and priorities. The City should use these UTC, PPA, and change metrics in combination with the results of the recent i-Tree Hydro analysis that was also performed in Kirkland to interpret where these gains would be felt most significantly and where there is still work to be done in accordance with the city's broader goals and vision for its future.



The 2013 Urban Forestry Strategic Management Plan, 2014-2019 Urban Forest Work Plan (UFWP), and 2015 Forest and Natural Areas Restoration Plan (FNARP) should be updated to include the 2018 UTC and i-Tree Hydro results. The guidelines established in the existing UFSMP, UFWP, FNARP, and other 2018 pre-approved plans should be utilized and enforced to protect tree canopy. The updated results can also be used to meet the objectives of the existing UFSMP: for example, to identify the best locations for public outreach by comparing areas with low existing canopy and high PPA, or to quantify the values, functions, and benefits of trees. To slow the loss of canopy, Kirkland Zoning Code Chapter 95 can be updated, incentives could be developed, and changes to procedures could be made in response to this study's findings.

Kirkland should also leverage its stormwater plans and regulations to promote and protect tree canopy whenever possible. Some of these include Municipal Codes 15.52.060, "Surface Water Management," which can be used to incorporate trees as best management practices for water flow control and water quality, and 15.56.060, "Qualified Rainwater Harvesting Discount," which can help to increase canopy on private property as an incentive to decrease stormwater utility fees. The UTC and i-Tree Hydro results should be incorporated into the City's Comprehensive Water Plan as they relate to canopy cover, impervious surfaces, etc., and Surface Water Master Plan (SWMP) as they relate to stormwater regulation. The SWMP also states that tree preservation and planting may be used as a low-impact development stormwater management technique (section 2.F.1), and that stormwater utility funds may be used to care for and maintain trees in the public right-of-way, fund the City's Urban Forester position, and implement of the UFMP (sections 5.B.6 and 5.C.8), so the City should continue these practices.

### Comparing Tree Canopy in Nearby Communities



**Figure 25. | A comparison of tree canopy in nearby communities.**



# APPENDIX

## ACCURACY ASSESSMENT

Classification accuracy serves two main purposes. Firstly, accuracy assessments provide information to technicians producing the classification about where processes need to be improved and where they are effective. Secondly, measures of accuracy provide information about how to use the classification and how well land cover classes are expected to estimate actual land cover on the ground. Even with high resolution imagery, very small differences in classification methodology and image quality can have a large impact on overall map area estimations.

The classification accuracy error matrix illustrated in Table A1 contain confidence intervals that report the high and low values that could be expected for any comparison between the classification data and what actual, on the ground land cover was in 2017. This accuracy assessment was completed using high resolution aerial imagery, with computer and manual verification. No field verification was completed.

## THE INTERNAL ACCURACY ASSESSMENT WAS COMPLETED IN THESE STEPS

1. Two hundred fifty (250) sample points, or approximately 15 points per square mile area in Kirkland (18.2 sq. miles), were randomly distributed across the study area and assigned a random numeric value.
2. Each sample point was then referenced using the NAIP aerial photo and assigned one of five generalized land cover classes ("Ref\_ID") mentioned above by a technician.
3. In the event that the reference value could not be discerned from the imagery, the point was dropped from the accuracy analysis. In this case, no points were dropped.
4. An automated script was then used to assign values from the classification raster to each point ("Eval\_ID"). The classification supervisor provides unbiased feedback to quality control technicians regarding the types of corrections required. Misclassified points (where reference ID does not equal evaluation ID) and corresponding land cover are inspected for necessary corrections to the land cover.<sup>1</sup>

Accuracy is re-evaluated (repeat steps 3 & 4) until an acceptable classification accuracy is achieved.

## SAMPLE ERROR MATRIX INTERPRETATION

Statistical relationships between the reference pixels (representing the true conditions on the ground) and the intersecting classified pixels are used to understand how closely the entire classified map represents Kirkland's landscape. The error matrices shown in Table A1 represent the intersection of reference pixels manually identified by a human observer (columns) and classification category of pixels in the classified image (rows). The gray boxes along the diagonals of the matrix represent agreement between the two-pixel maps. Off-diagonal values represent the

<sup>1</sup> Note that by correcting locations associated with accuracy points, bias is introduced to the error matrix results. This means that matrix results based on a new set of randomly collected accuracy points may result in significantly different accuracy values.

number of pixels manually referenced to the column class that were classified as another category in the classification image. Overall accuracy is computed by dividing the total number of correct pixels by the total number of pixels reported in the matrix ( $82 + 35 + 101 + 3 + 9 = 230 / 250 = 92$  percent), and the matrix can be used to calculate per class accuracy percent's. For example, 84 points were manually identified in the reference map as Tree Canopy, and 82 of those pixels were classified as Tree Canopy in the classification map. This relationship is called the "Producer's Accuracy" and is calculated by dividing the agreement pixel total (diagonal) by the reference pixel total (column total). Therefore, the Producer's Accuracy for Tree Canopy is calculated as: ( $82/84 = .98$ ), meaning that we can expect that ~98 percent of all 2017 tree canopy in the Kirkland, WA study area was classified as Tree Canopy in the 2017 classification map.

Conversely, the "User's Accuracy" is calculated by dividing the total number of agreement pixels by the total number of classified pixels in the row category. For example, 82 classification pixels intersecting reference pixels were classified as Tree Canopy, but 6 pixels were identified as Vegetation in the reference map. Therefore, the User's Accuracy for Tree Canopy is calculated as: ( $82/88 = 0.93$ ), meaning that ~93 percent of the pixels classified as Tree Canopy in the classification were actual tree canopy. It is important to recognize the Producer's and User's accuracy percent values are based on a sample of the true ground cover, represented by the reference pixels at each sample point. Interpretation of the sample error matrix results indicates this land cover, and more importantly, tree canopy, were accurately mapped in Kirkland in 2017. The largest sources of classification confusion exist between tree canopy and vegetation.

**Table A1. | Error matrix for land cover classifications in Kirkland, WA (2017).**

		Reference Data					
Classification Data		Tree Canopy	Vegetation	Impervious	Soil / Dry Veg.	Water	Total Reference Pixels
	Tree Canopy	82	6	0	0	0	88
	Vegetation	1	35	6	1	0	43
	Impervious	1	1	101	0	0	103
	Soil / Dry Veg.	0	0	4	3	0	7
	Water	0	0	0	0	9	9
	Total	84	42	111	4	9	250
		Overall Accuracy =		92%			
Producer's Accuracy		User's Accuracy					
Tree Canopy		98%	Tree Canopy		93%		
Veg. / Open Space		83%	Veg. / Open Space		81%		
Impervious		91%	Impervious		98%		
Bare Ground / Soil		75%	Bare Ground / Soil		43%		
Water		100%	Water		100%		

## ACCURACY ASSESSMENT RESULTS

Interpretation of the sample error matrix offers some important insights when evaluating Kirkland's urban tree canopy coverage and how land cover reported by the derived rasters and the human eye. The high accuracy of the 2017 data indicates that Kirkland's current tree canopy can be safely assumed to match the figures stated in this report (approximately 38 percent).

## GLOSSARY/KEY TERMS

**Land Acres:** Total land area, in acres, of the assessment boundary (excludes water).

**Non-Canopy Vegetation:** Areas of grass and open space where tree canopy does not exist.

**Possible Planting Area - Vegetation:** Areas of grass and open space where tree canopy does not exist, and it is biophysically possible to plant trees.

**Possible Planting Area - Impervious:** Paved areas void of tree canopy, excluding buildings and roads, where it is biophysically possible to establish tree canopy. Examples include parking lots and sidewalks.

**Possible Planting Area - Total:** The combination of PPA Vegetation area and PPA Impervious area.

**Shrub:** Low-lying vegetation that was classified based on interpretation of shadows and texture in vegetation. Shrubs produce little to no shadow and appeared smooth in texture compared to tree canopy.

**Soil/Dry Vegetation:** Areas of bare soil and/or dried, dead vegetation.

**Total Acres:** Total area, in acres, of the assessment boundary.

**Unsuitable Impervious:** Areas of impervious surfaces that are not suitable for tree planting. These include buildings and roads.

**Unsuitable Planting Area:** Areas where it is not feasible to plant trees. Airports, ball fields, etc. were manually defined as unsuitable planting areas.

**Unsuitable Soil:** Areas of soil/dry vegetation considered unsuitable for tree planting. Irrigation and other modifiers may be required to keep a tree alive in these areas.

**Unsuitable Vegetation:** Areas of non-canopy vegetation that are not suitable for tree planting due to their land use.

**Urban Tree Canopy (UTC):** The "layer of leaves, branches and stems that cover the ground" (Raciti et al., 2006) when viewed from above; the metric used to quantify the extent, function, and value of Kirkland's urban forest. Tree canopy was generally taller than 10-15 feet tall.

**Water:** Areas of open, surface water not including swimming pools.

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OCTOBER | 2018

URBAN TREE CANOPY  
**ASSESSMENT**  
KIRKLAND, WASHINGTON

