



CITY OF KIRKLAND

CITY COUNCIL

Penny Sweet, Mayor • Jay Arnold, Deputy Mayor • Neal Black • Kelli Curtis
Amy Falcone • Toby Nixon • Jon Pascal • 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, April 6, 2021

5:30 p.m. – Study Session

7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website 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.

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.

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.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
 - a. NE 85th Street Station Area Plan
4. *HONORS AND PROCLAMATIONS*
 - a. Sexual Assault Awareness Month Proclamation
5. *COMMUNICATIONS*
 - a. *Announcements*
 - b. *Items from the Audience*
 - c. *Petitions*
6. *PUBLIC HEARINGS*
7. *SPECIAL PRESENTATIONS*
 - a. COVID-19 Update
 - b. Resolution R-5434 Update

8. *CONSENT CALENDAR*

a. *Approval of Minutes*

- (1) March 16, 2021

b. *Audit of Accounts*

c. *General Correspondence*

d. *Claims*

- (1) Claims for Damage

e. *Award of Bids*

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

g. *Approval of Agreements*

h. *Other Items of Business*

- (1) Tourism Development Committee Resignation

- (2) Major Development Projects List and Planning Work Program Status Update

- (3) Ratification of 2021 Teamsters Local #763 Collective Bargaining Agreement

- (4) Alaska Suites Livestream Concert Funding

- (5) School Impact Fee Report

- (6) February 2021 Sales Tax Report

- (7) Procurement Report

9. *BUSINESS*

a. City Impact Fee Update

b. 2021 State Legislative Update #6

c. Urban Forestry Six-Year Work Plan

- (1) Resolution R-5472, Approving the 2021-2026 Urban Forestry Six-Year Work Plan

***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.

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.

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.

- d. Amending Surface Water Regulations
 - (1) Ordinance O-4756, Amending Surface Water Regulations
- e. Animal Control Authority
 - (1) Ordinance O-4757, Amending Chapter 8.09 of the Kirkland Municipal Code Entitled "Animal Control Authority" to Clarify that Certain Violations of the Code are Non-Traffic Civil Infractions; Declaring an Emergency and Establishing an Immediate Effective Date
 - (2) Resolution R-5473, Amending Exhibit A to R-5262 Related to Pet License Fees and Civil Penalties Applied to Local Animal Services to Clarify That Certain Animal Control Authority Code Violations are Charged as Class 1 Civil Infractions
- f. 2021 Board and Commission Interview Selection Committee
- g. Park Lane Outreach Options

10. REPORTS

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

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.

11. ITEMS FROM THE AUDIENCE

12. EXECUTIVE SESSION

13. ADJOURNMENT

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.



CITY OF KIRKLAND
Planning and Building Department
123 5th Avenue, Kirkland, WA 98033
425-587-3600

MEMORANDUM

To: City Council

From: Adam Weinstein, Planning & Building Director
 Jeremy McMahan, Planning & Building Deputy Director
 Sri Krishnan, Deputy Director of Finance & Administration
 Allison Zike, Senior Planner, Planning & Building

Date: March 25, 2021

Subject: NE 85TH ST STATION AREA PLAN, FILE NO. CAM20-00153

Recommendation

Receive a briefing on the results of the [NE 85th St Station Area Plan Draft Supplemental Environmental Impact Statement \(DSEIS\)](#) public comment period, current project status, and the project team's proposal to address previous Council direction with additional tasks, including a fiscal impact and benefit analysis. Provide direction on the scope of additional analysis, and the proposed process and timing for the remaining project tasks. Staff will bring the item back to Council in May to request direction on a preferred alternative, or narrowed plan alternative "bookends" (i.e., a lower-growth alternative and a higher-growth alternative that fall within the range of alternatives already identified in the DSEIS), to utilize for the fiscal impact and benefit analysis.



Figure 1: Station Area Plan study boundary

Background

With the 2019-2020 budget, City Council authorized \$450,000 for creation of a Station Area Plan (SAP) associated with the Sound Transit Bus Rapid Transit (BRT) station planned for the I-405/NE 85th St interchange. The funding was used to retain a multi-disciplinary urban design team to lead the City's development of the SAP. The intent of the plan is to fully leverage a significant regional investment in transit at this location with a land use plan that would result in a walkable, equitable, and complete transit-oriented neighborhood. Done correctly, the plan can also help the City demonstrate the capacity to meet the job targets required under the Growth Management Act.

In addition to the City's budget, the Department of Commerce awarded Kirkland \$150,000 through the [E2SHB 1923 Grant program](#), a grant program established to encourage cities to address housing affordability by increasing residential building capacity. These additional funds allowed the project scope to be expanded to include a Planned Action Ordinance (PAO) Supplemental Environmental Impact Statement (SEIS) and Form-based Codes (FBCs) in the study area. The advantage of a Planned Action Ordinance is to streamline environmental review for future development projects in the Station Area. The creation of form-based codes for the Station Area will provide the community with graphic examples of the type of development anticipated, help create effective transitions between high and low intensity land uses, promote a mixed-use community where services and housing are intermixed, and establish standards for quality public spaces within the Station Area. As further discussed in the Project Progress section below, the City is unlikely to meet the current deliverable deadlines under the current grant contract, which could reduce the available amount of grant funding. However, the legislature is currently considering bills that could extend additional grant funding to 2025 and create new grant funding for TOD districts, which would be a tremendous benefit to the project.

The community and Planning Commission have asked about the status of the WSDOT/Sound Transit I-405 BRT project, which is proceeding toward retaining a design/build contractor. Delivery of the station is still tentatively scheduled for 2025, with confirmation anticipated after Sound Transit realignment decisions scheduled for Summer, 2021.

DSEIS Public Comment Summary

The DSEIS public comment period was open from January 5, 2021 to February 19, 2021, which incorporated a two-week extension. The decision to extend the comment deadline was made in response to requests from the community, and in recognition that an extended comment period would provide all stakeholders more time to engage with the DSEIS. The extended timeline also gave staff an opportunity to continue outreach efforts focused on reaching community members traditionally underrepresented in past planning processes. While the project's second phase of broad outreach associated with the DSEIS has now been completed, staff has continued to meet with neighborhood and other community organizations to inform people about the project, as opportunities arise.

A report of the outreach efforts related directly to the DSEIS phase of the project and a summary of the DSEIS comments received is included as Attachment 1 to this memorandum. Comments from all engagement mediums illustrated ranges of support or concern around the following broad themes:

- Need for affordable and diverse housing opportunities
- Integrating greenspace and public parks; adding/retaining trees
- Traffic congestion and cost of transportation improvements
- Enhancing pedestrian and bicycle connections and comfort
- Balancing jobs and housing
- Providing jobs for employees from a range of backgrounds and experience levels
- Density and transitions of heights and activity from commercial areas to residential areas; compatibility with existing development
- Impacts of taller buildings on views
- Considering growth impacts on schools, and solutions to school impacts
- Preferences for growth or heights at lower levels in particular locations or throughout the Station Area but with affordable housing and amenities, as well as preferences for greater growth near transit and to provide more housing and jobs as well as amenities.

DSEIS Outreach to Commercial Property Owners

Following the January 2021 Council briefing, City staff from Planning, the City Attorney's Office and the City Manager's Office have also convened several virtual discussions with various commercial property owners in the Station Area to receive feedback and understand interests. Conversations with representatives of Costco and the Lee Johnson site are of note as they include some of the largest commercial properties closest to the freeway and the bus rapid transit station. Costco expressed that they have no current plans to change their operations or uses on their property and do not want the City to make them a non-conforming use or zone the property in such a way that they are not viable at the current location. The Lee Johnson family and Google have publicly stated they are in discussions with Google about Google's potential purchase of their properties. Google has expressed to City staff that their development concepts do not need the maximum height described in Alternative 3 but would require more than the height in Alternative 2. Google is also seeking as much certainty as possible by December of 2021 in order to make final decisions.

Project Progress & Previous Council Direction

The project team last updated City Council in January 2021, while the DSEIS comment period was still in-progress. At that meeting, City Council received a briefing on the DSEIS alternatives studied and what had been learned from community input to-date. Council provided direction to complete the DSEIS public comment period prior to returning to discuss the next steps for the project. Additionally, Council requested that

the project team complete work to analyze the fiscal components of infrastructure and public service provision and community benefits for the project. The Council provided further comments to consider for additional transportation network analysis.

In the first quarter of 2021, the team has spent considerable time considering how to best address input from the community, the Planning and Transportation Commissions, and the Council comments received in January. This has entailed working with the lead consultant, Mithun, and subconsultants to assess the project scope and consider what additional analysis may be necessary to provide the information requested prior to Council making any decisions about a “preferred alternative” for the final Station Area Plan. This period of planning was not in the original project scope and has resulted in an additional process “step” for project scope reassessment, roughly depicted in Figure 2, below.

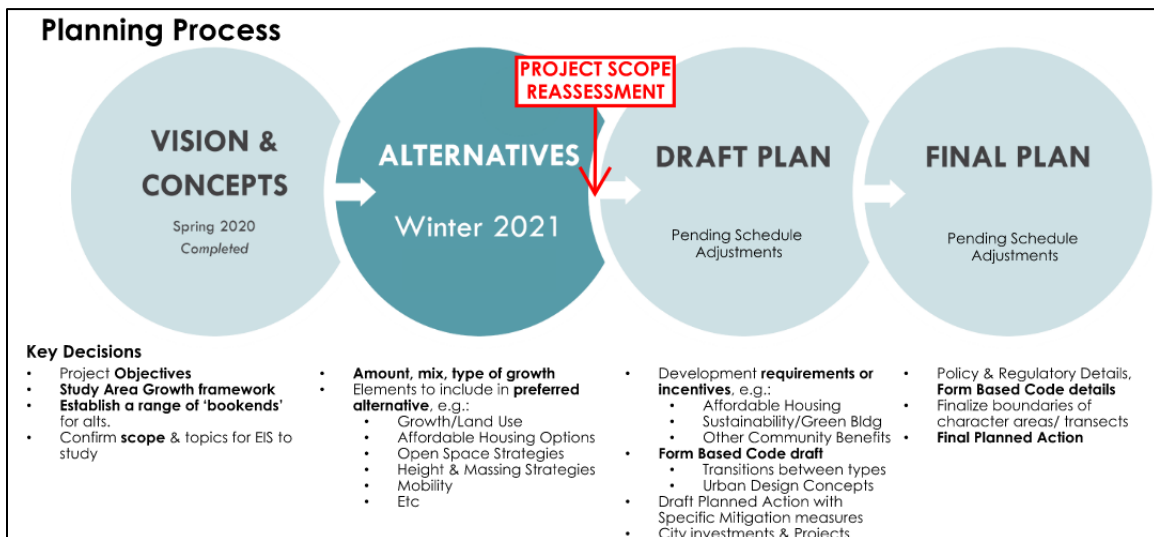


Figure 2: Original planning process overview. Current process step indicated by "Project Scope Reassessment" arrow.

This project scope reassessment has resulted in a draft scope of work for additional tasks beyond the original project scope, described in the following section.

Fiscal Impact and Benefit Analysis & Supportive Modeling - Draft Scope

Based on community input, Planning Commission feedback, and Council direction, the project team has determined additional analysis is required to advance project decisions towards designating a preferred alternative and final Station Area Plan. This additional analysis falls into the following interrelated categories. Each component feeds the Fiscal Impact and Benefit Analysis, which, in turn, feeds the overall Station Area Plan. The proposed scope for the additional analysis and a revised project schedule, prepared by the consultant team, is included as Attachment 2 to this memo.

Proposed Task 1: Station Area Plan Integration

Task 1 includes tasks necessary to develop inputs for the Fiscal Impacts and Benefits Analysis. Includes work to establish revised low and high project alternative “bookends” and evaluation measures for the fiscal analysis, conduct additional

transportation analysis as requested by Council, and conduct additional project management and community engagement tasks necessitated by the expanded scope and project schedule. Additionally, this task will supplement previous transportation modeling with a more refined approach to help understand impacts on specific intersections and how existing travel patterns may change with additional growth around the Station Area.

Proposed Task 2: Community Benefits and Tradeoffs

Task 2 was recommended by the project team, in response to City Council direction, to allow the fiscal impact and benefits analysis to evaluate the outcomes of various policy decisions such as bonus or incentive zoning, commercial linkages or other fees, on-site community amenities or fee in-lieu programs, and special district designations (e.g., Transportation Benefit District). Includes additional transportation analysis for non-vehicular modes of travel with supplemental transit capacity, bikeshed, and walkshed analyses.

The proposed scope in Attachment 2 includes optional transportation network-related additions to the core scope of work. These optional additions are included to provide Council with an idea of what types of analyses are possible, with the recognition that the items are beyond out-of-scope and may not be necessary for decision-makers to ultimately choose a preferred alternative. The optional additions include an interchange analysis for I-405/NE 85th St (responsive to DSEIS comments from WSDOT), analysis of additional intersections not currently included in the project model, and collision analysis.

Proposed Task 3: Fiscal Impacts and Benefits Analysis

Task 3 was requested by City Council to assess the City's revenues and cost of service, including operations and capital investments required to serve the anticipated level of growth. Key questions to be answered in this analysis include:

- What revenues can the City expect associated with the proposed redevelopment of the area?
- What will it cost the City and its partners to most efficiently serve this area with infrastructure and municipal services?
- How would changes in the magnitude, location, and mix of residential and commercial uses affect net fiscal impacts and non-fiscal policy goals?
- What is the relationship between levels of growth among the alternatives and the types and amounts of public benefits provided?

The proposed task includes an interim deliverable to share initial findings with the community and Council prior to the finalization of the report to inform decisions for the final Station Area Plan.

The tasks listed above add a number of complex elements to the previously established scope for the Station Area Plan and will extend the planning process timeline. They are presented at this point in recognition of the large scale of the project, in order to

respond to community and Council feedback related to forthcoming decisions for the final plan, and to provide the best information possible to make decisions that promote the project values of livability, sustainability, and equity. A proposed revised schedule, and a comparison to the previously established project schedule, is included in Attachment 2.

Budget

The originally authorized \$450,000 for creation of a Station Area Plan did not include the above proposed scope items and assumed the final plan would be adopted in mid-2021. The proposed fiscal impacts and benefits analysis, necessary supportive modeling, and the project management and community engagement tasks related to an extended project schedule will require additional budget to complete. Additionally, the extended schedule will likely limit the City's opportunity to claim the full \$150,000 HB 1923 grant award from the Department of Commerce. The HB 1923 grant was awarded in order to adopt a Planned Action Ordinance (PAO) and Form-based Code (FBC) to support residential building capacity. The grant requires a final draft of the PAO and FBC by June 2021 with a schedule to adopt both by October 2021. The draft revised schedule (see Attachment 3), will delay decisions related to the PAO and FBC to a phase after completion of the fiscal impacts and benefits analysis, in the first quarter of 2022. While the City has received \$45,000 of the grant funds with interim deliverables, retaining the PAO and FBC in the project scope will require City funds to make up the potential loss of grant funding due to the extended timeline. That shortfall could range from \$65,000 to \$105,000. However, based on the potential legislative changes noted above, staff is optimistic that additional grant funding will be available in 2022 to make up for this shortfall.

In anticipation of the budget required for the proposed additional project scope and the potential HB 1923 grant shortfall, the Station Area Plan project was included as a line item in adjustments to the Biennial Budget of the City for 2021-2022. The City Manager recommended, and City Council approved, [Ordinance O-4755](#) on March 16, 2021 amending the Biennial Budget for 2021-2022 and authorizing use of \$263,979 of resources forward to carryover the remaining original budget allocated for the I-405/85th St. Station Area Plan project. Total additional costs of between \$300,000-\$500,000 are anticipated. Further details on the potential costs and how to pay for them are provided on the next page.

Memo to City Council
 NE 85th St Station Area
 Plan
 March 25, 2021

The table below summarizes the anticipated additional funding needed from the General Fund to complete the Station Area Plan with the proposed fiscal impacts and benefits analysis. These costs are proposed to be funded from the excess cash available from 2020. Final balances for 2020 excess cash will be presented to the Council at the May fiscal retreat but initial estimates show sufficient amounts to fund the request.

Item	Original Budget	Revised Amount	Variance
HB 1923 grant award from the Department of Commerce	\$150,000	\$45,000	\$105,000
Proposed fiscal impacts and benefits analysis	\$0	\$250,000 to \$350,000	\$250,000 to \$350,000
TOTAL PROPOSED USE OF 2020 EXCESS CASH BALANCE			\$355,000 to \$455,000

The proposed fiscal impacts and benefits analysis will also require infrastructure modeling for City utilities. The table below summarizes the anticipated costs of these modeling efforts for each utility.

Utility	Estimated Cost of Modeling Impact
Water & Sewer	\$30,000 to \$35,000
Stormwater	\$35,000 to \$50,000

If the Council approves this proposal to amend the current contract with Mithun to include the fiscal impacts and benefits analysis, the City Manager will waive the competitive process as authorized under KMC 3.85.210 , which permits such a waiver when the purchase is legitimately limited to a single source of supply. If, based on Council direction, the City Manager approves the contract amendment, it will be included as part of a future Procurement Activities Report to the Council.

The mid-year budget adjustments scheduled to be presented to Council on June 15th, will include the use of the available balance in the General Fund Working Capital for the General Fund portion of the anticipated costs and the use of available utility funds for the proposed utility infrastructure assessments, as amendments to the City's 2021-2022 Budget.

Phased Plan Action Ordinances

In general, primarily commercial areas usually generate revenue beyond that needed to provide City services such as police and fire to the businesses. Primarily residential areas usually do not generate enough revenue to cover the cost of City services needed. Accurate estimations of commercial revenue help determine how much residential development can be supported by the City. Therefore, in addition to scoping the financial/benefit analysis needed for Station Area Plan options, staff is also evaluating legislative frameworks that may assist Council decision making in the context of iterative and overlapping timelines for commercial and residential zoning decisions.

One such framework may be “phased” planned action ordinances that could provide the Council the flexibility to sequence commercial and residential decisions if necessary. As the DSEIS is completed, the Council could consider a “first phase” planned action ordinance for the commercial properties near I-405 bus rapid transit station that would help inform a “second phase” planned action ordinance for residential and mixed-use zones for the rest of the Station Area Plan. Allowing for initial catalyst commercial developments as a first phase of a planned action ordinance could also promote some of the planning principles reflected in the plan vision and that community members have supported, including: an infusion of frequent transit users (and associated reduction in per capita miles traveled); a customer base to support local-serving retail uses and services that would help promote a vibrant mixed-use district; and development of potentially iconic architecture near the BRT station. Although more staff analysis is necessary, phased planned action ordinances appear to be mechanisms that provide maximum flexibility as the Council would retain full discretion to adopt the phases in sequence or at the same time.

Requested Direction and Next Steps

Based on public comment, information gathered to-date, and previous PC and CC direction, staff is seeking feedback on the proposed additional scope for the fiscal impact analysis and Council endorsement of the revised project schedule. With Council’s general direction to proceed and feedback on the following questions, staff will finalize the scope for additional analysis.

Discussion Questions:

1. Do the proposed revisions to the project scope and schedule appear to address questions identified by the Council in a manner that would assist future Station Area Plan decisions?
2. Narrowing options will help provide more accurate and quicker analysis. Based on public comment and previous review, does the Council have any feedback that would help to guide direction of a revised high bookend alternative to something less than Alternative 3? For example, should the maximum height of the most intensive commercial areas be lowered; particularly since that area includes Costco, with no redevelopment plans, and a potential Google campus that does not anticipate 300’ tall buildings? Are there other items studied under DSEIS Alternative 3 that Council would remove from consideration at this time?
Note: Staff will use feedback on the above to help draft a complete project-wide revised high bookend, which Council will have an opportunity to review and endorse prior to the next study phase.

3. Is Council open to staff exploring the option of phasing adoption of the future Planned Action Ordinance(s) if that enables the City to pursue TOD opportunities where fiscal impacts are more clear-cut vs other opportunities that may require further analysis (i.e. – school impact fees)?

Note: Having an option to phase adoption of the Planned Action Ordinance(s) or other project aspects may become a preferred approach to continue progress of some elements and/or sub-areas of the Station Area if other components (e.g., affordable housing mitigation measures, coordination with school capacity, etc.) require more time to develop.

The project team will return to a May or June Council meeting to provide a recommendation and request direction on draft “the narrowed bookends” that will serve as the basis for analysis in the fiscal impact analysis.

Attachments:

1. DSEIS Public Comment Summary
2. Draft Fiscal Impact Analysis Scope & Draft Revised Project Schedule, prepared by Mithun

cc:File Number CAM20-00153

DSEIS Comment Summary

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Overview

This summary provides an overview of public comments received throughout the Draft Supplemental Environmental Impact Statement (DSEIS) outreach and engagement period. Outreach was conducted consistent with the overall engagement objectives set forth in the [Station Area Plan Public Engagement Plan](#), and as part of the City's commitment to an inclusive and robust community engagement process. The comment period was held January 5, 2021 through February 19, 2021.

This is a preliminary summary of comments. Comments will be considered in the preparation of the Final Supplemental Environmental Impact Statement (FSEIS), which may include analysis of the topics in the DSEIS or referencing other planning or environmental documents or current development regulations that address the concerns. For a description of SEIS topics and a checklist, please see the project website at www.kirklandwa.gov/stationareaplan.

Outreach

The project team conducted outreach through several channels to inform public and stakeholders of the project and opportunities to engage. Channels included:

- **Legal publication** in the Seattle Times.
 - **Notice of availability** sent to agencies according to the City's standard procedure.
 - **Press releases**.
 - **Posters** mailed to essential locations within and nearby the study area.
 - › 20 multifamily housing buildings within the study area.
 - › 5 senior housing facilities within the study area.
 - › 16 ethnic groceries and businesses within the study area and neighboring communities.
 - **Email and phone notification and coordination** with 51 community contacts, including:
 - › Businesses and employers, including large employers.
 - › Service- and faith-based organizations.
 - › Transit-, pedestrian-, and bike-based organizations.
 - › Unions.
 - › Community organizations.
 - › Lake Washington School District and Lake Washington High School
- Many of these organizations distributed messages about the engagement

period to their membership via emails, social media postings, and announcements at events.

- **Project Listserv emails** sent at three points leading up to, and during, the DSEIS comment period to 170 subscribers (subscribers as of February 2021).
- **Social media posts** on City of Kirkland Facebook and Twitter accounts at least once per week throughout the comment period.
- Weekly **articles** in This Week in Kirkland, the City's e-newsletter, throughout the comment period. The e-newsletter listserv reaches approximately 4,000 recipients (subscribers as of February 2021).
- A City-produced [DSEIS Introduction video](#) with information about what a DSEIS is, and how community members could participate in the project posted to the City's YouTube channel and linked in social media posts.
- Project **materials in Chinese**, distributed through the Chinese Information Service Center to over 500 recipients. The materials included instructions for how to request a Chinese-language community meeting with the City.
- City Staff presentations at 10 virtual community organization meetings.

Engagement

The project team conducted several engagement activities to provide the public and stakeholders with a range of methods of providing input.

Real-time Online Open House

At 6 PM on January 7, 2021, the City hosted a live online open house. The meeting included a large presentation to share out information and small group activities to collect input. Approximately 140 people participated in the open house. After the open house was completed, a [video of the event](#) was made available for viewing on the City's website.

Online Survey

An online survey offered an opportunity for stakeholders and the public to learn about and provide input on the three alternatives in the DSEIS. The survey was made available to participants at the conclusion of the open house on January 7, 2021 and remained open throughout the comment period. The survey received 408 responses.

Written Comment

Stakeholders and members of the public submitted written comments. The City received 114 written comments from individuals, corporations, small businesses, and organizations, one regional transportation district, and one State agency.

Service Provider Work Group

Representatives from four human service providers with clients in the Station Area joined a virtual roundtable discussion to learn about the SAP and provide input about how the plan can support client needs. The first portion of the meeting included a brief presentation about the Plan and the planning process, including an overview of the three alternatives. Following this presentation, participants engaged in a roundtable discussion about how their clients use the Station Area and their top concerns and hopes about the outcomes of the SAP.

Meetings-in-a-Box

Staff from The Sophia Way, a service provider located in the Station Area, hosted two in-person meetings-in-a-box and a few one-on-one discussions to gather input from 26 clients on the DSEIS. The meetings occurred during the weeks of January 18, 2021 and February 5, 2021. All participants were women experiencing homelessness. About one-third were full-time employed and about two-thirds have received disability or have a disability claim filed. Participants' ages ranged from approximately 30-70 years, with a large proportion aged 55 and older.

Student engagement at Lake Washington High School

Students from two economics classes at Lake Washington High School engaged in a monthlong project to learn about the SAP and to provide input during the comment period. The project culminated with student presentations to City staff and members of the Kirkland City Council. Members of the project team joined eight class sessions (four per class) in December 2020 and January 2021 to teach and support students in the project.

City Staff Presentations at Virtual Community Organization Meetings

In the weeks leading up to, and during, the DSEIS public comment period City staff accepted several invitations to present information about the Station Area Plan to various community organizations. Community organization meetings were all held virtually. Staff presentations generally included a NE 85th St Station Area Plan project introduction, a summary of the three DSEIS alternatives,

information about how to provide DSEIS comments or otherwise engage with the project, and responses to questions from the respective membership.

Comment Themes

Comments from the various sources illustrated a range of support or concern about:

- Need for affordable and diverse housing opportunities.
- Integrating greenspace and public parks, adding/retaining trees.
- Traffic congestion and costs.
- Enhancing pedestrian and bicycle connections.
- Balancing jobs and housing.
- Providing jobs for employees from a range of backgrounds and experience levels.
- Density and transitions of heights and activity to protect residential character and views.
- Considering growth impacts on schools and solutions.
- Preferences for growth or heights at lower levels in particular locations or overall but with affordable housing and amenities, as well as preferences for greater growth near transit and to provide more housing and jobs as well as amenities.

Summaries of Engagement Activities

A Real-time Online Open House

Exhibit 2: Online Open House Participants



Source: Mithun, 2021.

Overview and Executive Summary

The City of Kirkland held a live, online public open house on January 7, 2021. Given the technical nature of the DSEIS document, the City held the meeting early in the comment period to introduce the concepts and alternatives studied to improve understanding of the choices being considered.

There was robust participation in the meeting, estimated at about 140 participants. Outreach to notify the community about the engagement period and the public meeting began in December 2020. The meeting was conducted over zoom, and there were 122 zoom accounts that participated in the meeting.¹ However the number of participants was higher, as several accounts included multiple participants. Participation was greater than a summer 2020 workshop, which had about 80 participants, and typical pre-COVID in-person open house of about 30-45 participants.

Presentations included an overview of the DSEIS process and commenting, a summary of the three Alternatives studied, their alignment with project objectives and evaluation, and next steps toward a Preferred Alternative which will likely be

¹ City of Kirkland representatives and members of the consulting team were not included in this number.

a combination of features from multiple alternatives. Small group discussions followed the presentation.

Common themes and priorities from these discussions included desire for open space, bike, and pedestrian connections; strong support for better transit and mobility connections with the new bus rapid transit (BRT) and potential Houghton P&R connections; importance of more affordable housing opportunities; desire to focus density around transit and concerns about transitions between higher density areas and adjacent neighborhoods; questions around the balance of jobs/housing as well as balance of new development and required infrastructure and services; and concerns and questions about traffic impacts.

After group discussion, Q&A lasted for about 15 minutes, which primarily revolved around questions related to process and participation. The meeting ended with a summary on how and where to comment, ask questions, how to participate in the survey, and a reminder to submit comments by February 5th at 5 p.m. by postal or electronic mail.²

A recording of the open house and the presentation slide deck was made available on the City's website for people who were unable to attend. This allows anyone interested in the plan access to this information and benefit from the summary and explanatory information.

Detailed Agenda

The meeting began with a presentation by City staff and the project team. Adam Weinstein, Director of Planning, gave an overview of the project and its purpose. Becca Book of Mithun introduced participants to meeting protocols, including tips on effectively using the zoom platform and meeting ground rules and the overall planning process. Lisa Grueter of BERK Consulting explained the overall process for the DSEIS and how to submit comments. Brad Barnett of Mithun summarized the three alternatives that were studied, highlighting areas of similarity and contrast. Erin Ishizaki of Mithun presented an evaluation of the alternatives and their consistency with overall project and community goals.

At the conclusion of the presentation, participants joined small group discussions for about 30-40 minutes in virtual breakout rooms. Facilitators, which included City staff and consultant team members, supported these discussions, and took live notes using the Miro platform. The Miro platform was set up to provide visuals and other support materials, as would be available to participants in a traditional open-house setting. Facilitators took notes on participant comments using virtual

² The comment period deadline was later extended to February 19, 2021.

“sticky-notes.” A sample tableau of the materials available in each virtual breakout room is shown in Exhibit 1

Exhibit 1. Sample Tableau of Materials Available in Each Virtual Breakout Room.

Discussion Group Questions

1. Introduce yourself, what makes your community special? What would you like to preserve for future generations?
2. How do you envision this neighborhood in 20 years? Which elements of the alternatives shared today align with this vision?
3. Which elements from the alternatives measures best achieve the project goal of creating an equitable, livable, and sustainable Kirkland? Which do not?
4. Out of these Future Community Characteristics, which are your top 3?
5. Which, if any, of the mitigation measures described would you like to see incorporated in the preferred alternative?

Alternatives Summary

- Alternative 1: No Action**
Reflects existing zoning and current plans. It makes no planning changes to accommodate projected growth.
- Alternative 2: Guiding Transit Oriented Growth**
Allows moderate growth around transit, primarily focused on existing commercial areas such as Rose Hill.
- Alternative 3: Transit Oriented Hub**
Allows most growth to support transit-oriented development, primarily focused on existing commercial areas such as Rose Hill.

Development Typologies

Development Typology Map

Maximum Allowable Building Heights

Mobility

Community Characteristics:

1. Creating and preserving public open space
2. Ease and safety of travel by walking, biking, and transit
3. Ease of travel in private vehicles
4. Limited building heights and densities
5. More affordable homes
6. More jobs in Kirkland
7. More green buildings and features
8. Preservation of neighborhood character
9. Support for local businesses, existing and new
10. The ability for people from all walks of life to live in Kirkland

Example Mitigation Measures

Element	Proposed Measure Highlights
Housing/ Land Use / Aesthetics	<ol style="list-style-type: none"> 1. Require more affordable housing units beyond 10% existing inclusionary housing regulations 2. Provide new incentives to developers to develop more affordable housing 3. Allow developers to pay an in-lieu fee if fewer affordable units are constructed than planned 4. Promote in-region efforts to leverage funding 5. Design standards for compatible development and transitions acrossing neighborhood 6. Focus the highest buildings near the interchange, with lower height buildings to transition into the surrounding neighborhoods
Environment	<ol style="list-style-type: none"> 1. Create vegetated buffers between heavily trafficked areas and residential development to help improve air quality, preserve or replace mature tree cover 2. Offer incentives, or requirements for green building to improve air quality and neighborhood
Transportation	<ol style="list-style-type: none"> 1. Add capital improvements to roads to accommodate cars (e.g. add travel lanes, turn lanes, signals) 2. Improve bicycle and pedestrian networks 3. Increase transit and ride sharing 4. Alter parking standards such as altered parking ratios, managed on-street parking 5. Change the land use mix to better use existing and planned infrastructure 6. Alter policies to balance available infrastructure capacity, funding, and availability of other modes of travel.

Source: Mithun, 2021.

After participants introduced themselves in their small groups, facilitators led discussion of five questions:

- What makes your community special? What would you like to preserve for future generations?
- How do you envision this neighborhood in 20 years? Which elements of the alternatives shared today align with this vision?
- Which elements from the alternatives measures best achieve the project goal of creating an equitable, livable, and sustainable Kirkland? Which do not?
- Out of the Future Community Characteristics, which are your top 3?
- Which, if any, of the mitigation measures described would you like to see incorporated in the preferred alternative?

At the conclusion of the discussion groups, participants were asked to submit their three top ideas for the NE 85th Street Station Area plan. This generated the word

cloud in Exhibit 2.

Exhibit 2. Participants' Three Top Ideas for the SAP



Source: Mithun, 2021.

While the word cloud activity was happening, a handful of participants jumped in and provided overall comments on the plan, process, and public engagement. The meeting ended with a reprise of information on how to comment, where to get more information or ask questions, tips for effective comments, and a reminder to submit comments by February 5th at 5 p.m. by postal or electronic mail.³ A survey was also available on the project website.

Summary of Input

What Makes Kirkland Special? Unique Qualities to Preserve

- Charming, small town feel.
- Nonprofit and arts organizations.
- Welcoming place to live.
- Sense of community and neighborliness.
- Parks, open spaces, trails.
- Views of lakes, mountains.
- Can walk to grocery store and shopping.
- Community diversity.
- Trees.
- Several participants noted that “preserving” qualities is not inclusive and

³ The comment period deadline was later extended to February 19, 2021.

welcoming and suggested modifying this question to Unique Qualities to see for Future Generations.

Overall growth

- Desire to keep growth and density focused near new BRT station, growth will help maximize transit.
- High growth in Kirkland is not in line with the community's history.
- The project is biased toward big growth.
- Kirkland does not need another urban center.
- People who moved to Kirkland for a suburban experience do not want urban style growth.
- Growth should go to other parts of the region.
- Concerns that growth in this area will add noise and traffic similar to recent trends.
- Socio-economic diversity is important – people who work here should be able to live here.
- Lower growth seems appropriate for the west side of the interchange and higher growth seems appropriate for the east side of the interchange.
- Desire to balance growth with mobility, infrastructure, and service needs. Moderate growth is a compromise.
- Form of growth and density should provide quality of life with open spaces and views.
- Strong desire to keep housing away from I-405 due to noise and air quality.

Land Use and Zoning

- It's worthwhile to plan for better utilization of this area.
- New development and improvements are not spread equally across the full station area.
- Center density around the transportation hub. Good TOD [transit-oriented development] will reduce traffic impacts.
- What makes this area a destination? Ensure it is a destination for the region.
- Support single-family neighborhoods.
- Create child-friendly neighborhoods where housing has play areas and parks that are easy to walk to.
- Ensure views are preserved.

- High rises support more population vertically and prevent sprawl.
- Integrate density with transit opportunities to get rid of auto-dependence.
- Add mixed use to existing commercial areas.
- Use townhouses to achieve medium densities.
- Could the light industrial areas near the Cross-Kirkland-Corridor be changed to residential?
- Ensure that there are amenities and parks to make densities and smaller living spaces livable – integrate green spaces with new development.
- Form based zoning is a good approach.
- Require sustainable development, LEED.
- This area needs to be optimized for people.
- Do not place housing near the highway.
- Zone to leverage investment in transit.
- Ensure the integration of public art.
- Create a unified design theme and public gateways.
- Focus on infill housing instead of large complexes.

Housing

- Importance of preserving affordability in the community- both market rate and subsidized.
- Increase the diversity of housing in this area: missing middle, mixed use, etc.
- What are the effects of bringing low income housing into this area on existing homes?
- Will new housing displace existing residents by raising taxes?
- 10% provision does not create enough affordable housing. Hold developers to more.
- Housing needs daycares and other amenities like play areas, open spaces, and access to parks.

Transportation and Parking

- Traffic is already a concern in the 85th street corridor and adding new growth will make it worse.
- Consider diverting traffic to 87th and put the crossing with 114th there.
- Making biking feasible. Is there adequate ROW space to support safe biking? Particularly in neighborhoods?

- Making walking feasible. Add greenspaces for safety and widen sidewalks. More midblock pedestrian connections.
- Connect to the Cross Kirkland Corridor.
- Google expansion will affect residential streets.
- Green street should be at: 120th, near the high school, near the women and children's center.
- More people and less parking will not work in this area.
- How will construction impacts to 85th be mitigated during development?
- Address the dead-end streets near Costco.
- Connect Houghton P&R to this area via bus connections and walking / biking trails.
- Is 80th street wide enough?
- Need to move people up/down hill on 85th to connect downtown to the station.
- Buses get stuck in traffic too – need dedicated transit lanes.
- BRT is not as impactful on transportation habits as light rail.
- Address pass through and cut through traffic.

Environment and Open Space

- Preserving wetlands and the ecosystem is a priority.
- More open spaces are needed in these alternatives – and more access to nature.
- Restore native plants to this area.
- Address the increase in noise.
- Preserve and add tree canopy.
- Address climate change.
- Desire for open space, bike, and pedestrian connections
- Ensure that there are amenities and parks to make densities and smaller living spaces livable – integrate green spaces with new development.
- Create child-friendly neighborhoods where housing has play areas and parks that are easy to walk to.

Economic Development and Employment

- A full range of employment is needed. Are the jobs anticipated to be service jobs? Office jobs?

- Does this area need 30,000 jobs?
- It's important to plan for new jobs from Google and other major employers in this area.
- Is the jobs-housing balance right? Are there enough jobs to support the proposed housing?
- Reduce commercial development in this area in favor of greening the area.
- Costco doesn't fit with the plans for this area.

Neighborhoods

- Highland neighborhood should not be connected to 405 in the future.
- Neighborhoods should not be pressured to change.

Services and Infrastructure

- Question about City's anticipated revenues versus expenses for providing services for new developments.
- What are impacts on schools?
- What will be the impact on crime?

Overall process concerns and questions

- The process should include significant outreach efforts and follow the established outreach plan.
- Questions regarding what outreach was conducted especially postcards and mailers.
- Project team should update public on progress toward outreach plan.
- Questions about when public can comment and how that relates to decision making.
- New City website format is not user friendly and previous plans and EIS documents need to be added back.
- Better coordination with Sound Transit.

B Online Survey

Below is a summary of the 408 responses to the online survey. The first several subsections summarize responses to multiple choice and ranking questions. Free-response comment themes are summarized in the last subsection.

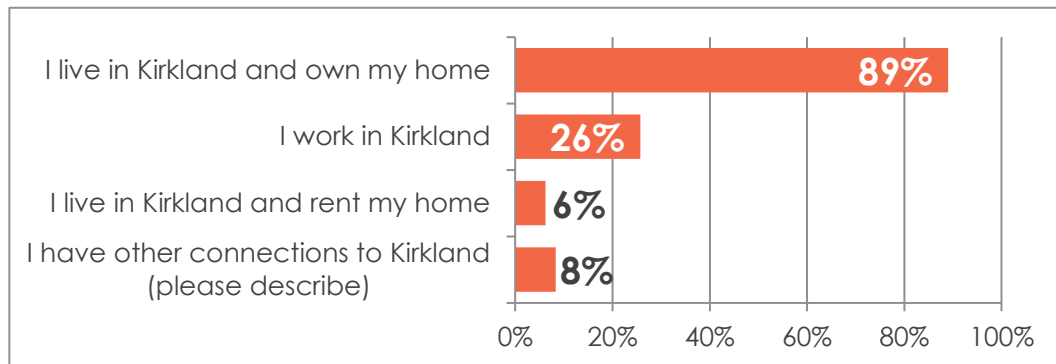
Survey responses are disaggregated by age when trends differ meaningfully by age. Responses do not differ meaningfully by other demographics. Unless otherwise noted, demographic information of participants is compared to demographics of Station Area and Kirkland residents based on the [Opportunities and Challenges Report](#), 2020 or citywide statistics consistent with Census or other noted data.

Respondent Characteristics and Demographics

Exhibit 3 shows some of the key characteristics of respondents. Response to demographic questions was an optional section of the survey.

- 89% of survey respondents live in Kirkland and own their home, and just 6% live in Kirkland and rent their homes. This is a significantly higher rate of homeownership than residents of the Station Area, of whom 36% are renters.
- 26% of survey respondents work in Kirkland. This is a higher rate of Kirkland employment than Kirkland residents, of whom 11% work in Kirkland.

Exhibit 3. Respondent Characteristics (338 responses)

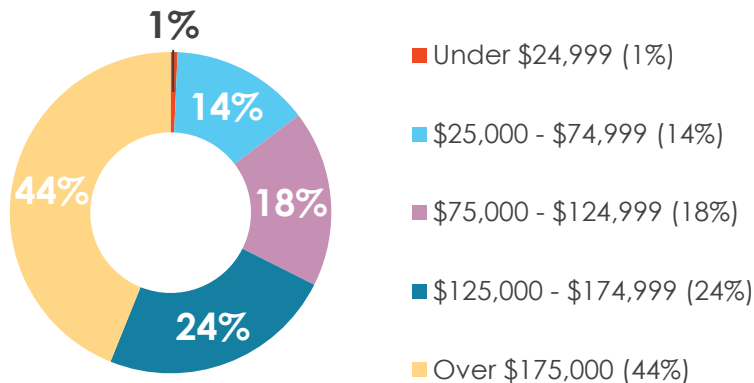


Note: Percentages do not sum to 100% because respondents could select multiple options.
Source: BERK, 2021.

Exhibit 4 shows the household incomes of survey respondents.

- Survey respondents have relatively high incomes, as over two-thirds of respondents have annual household incomes of \$125,000 or more. The median household income for the city as a whole per the American Community Survey 2015-2019 was \$117,190.
- 15% of survey respondents have household incomes below \$75,000 per year, compared to 31% of Kirkland households with household incomes below \$75,000. ⁴ 6% of Station Area residents have household incomes below \$40,000 per year, and 48% of Station Area Employees make under \$40,000 per year.

Exhibit 4. Respondent Household Incomes (287 responses)



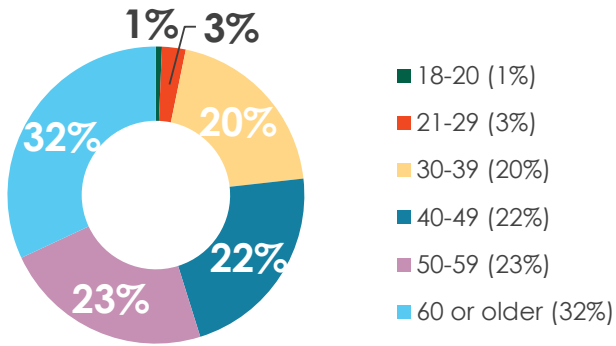
Source: BERK, 2021.

Exhibit 5 shows the ages of survey respondents.

- Survey respondents are more likely to be older adults than Station Area residents. One-third of survey respondents are aged 60 or older, compared to 12% of Station Area residents who are aged 65 or older.
- Station Area residents are 26% under the age of 18, 10% between 18-24, 20% between 35-44, 32% 45-64, and 12% 65 or older.

⁴ American Community Survey 5-year estimates 2015-2019 S1901.

Exhibit 5. Respondent Ages (310 responses)

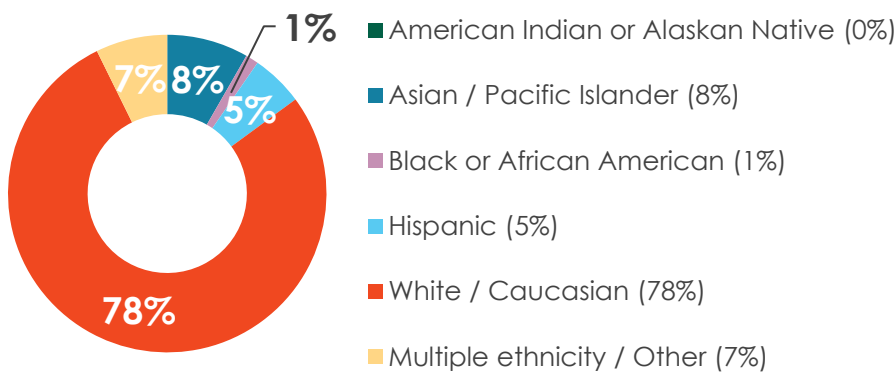


Source: BERK, 2021.

Exhibit 6 shows the race and ethnicity of survey respondents, and Exhibit 7 disaggregates race and ethnicity by the age of survey respondents.

- The race and ethnicity of survey respondents closely matches the demographics of Station Area Residents. 82% of Station Area residents are White, 10% are Asian, and 7% identify with two or more races.
- Younger survey respondents are less likely to be White than older survey respondents.

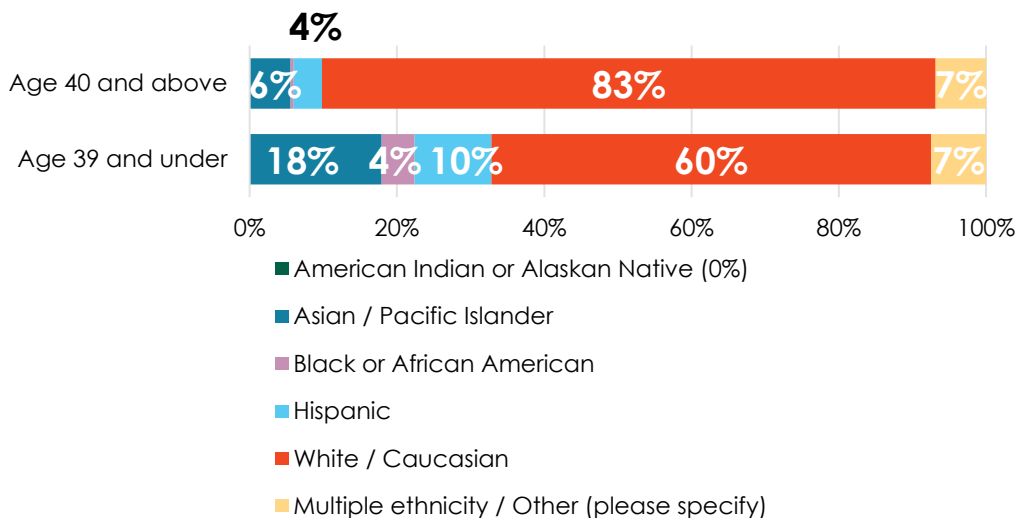
Exhibit 6. Respondent Race or Ethnicity (302 responses)



Note: Respondents were asked to select a single option that best described them.
Source: BERK, 2021.

Exhibit 7. Respondent Race or Ethnicity, Disaggregated by Age (301 respondents)

- 234 Responses from Participants Ages 40 and above
- 67 Responses from Participants Ages 39 and under



Note: Respondents were asked to select a single option that best described them.
Source: BERK, 2021.

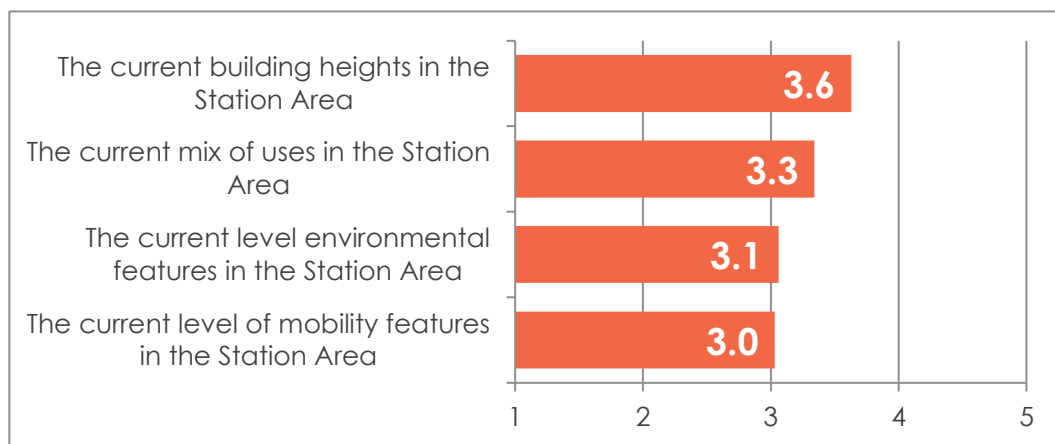
Respondent Opinions on Existing Conditions

Exhibit 8 shows survey respondents' level of support for existing station area features.

- On average, survey respondents are neutral about or support all listed features.
- Survey respondents are most supportive of the current building heights in the Station Area.
- Survey respondents feel neutral or slightly supportive of the current level of environmental features and mobility features in the Station Area.

Exhibit 8. Respondents' Level of Support* for Existing Station Area Features (401 responses)

Survey Question: "The no action alternative assumes no planning adjustments to accommodate the growth which the Eastside is experiencing. Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for:"

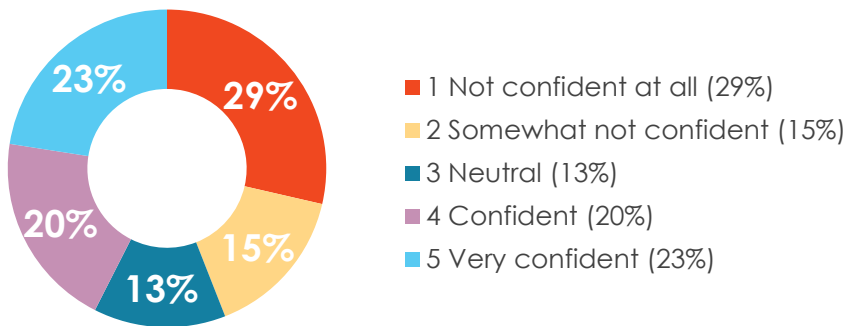


*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 9 shows survey respondents' levels of confidence that the existing zoning and mix of uses will accommodate Kirkland's continued growth in an equitable, livable, and sustainable fashion.

- Survey respondents are split equally between confidence and lack of confidence in the current zoning and mix of uses, with 43% confident or very confident, and 44% somewhat not confident or not confident at all.

Exhibit 9. Survey Respondents' Confidence that the Existing Zoning and Mix of Uses will Accommodate Kirkland's Continued Growth in an Equitable, Livable and Sustainable Fashion (395 responses)



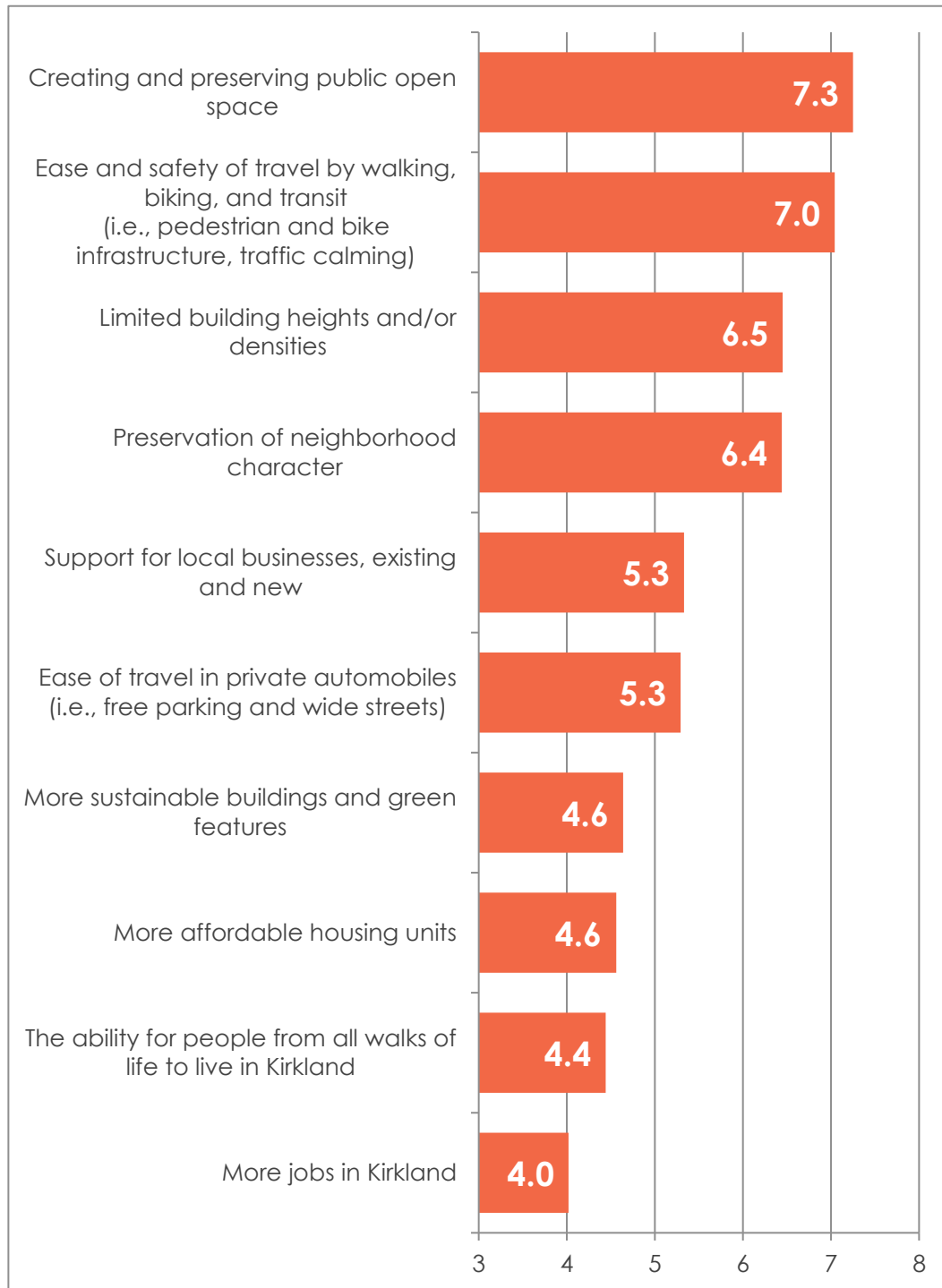
Source: BERK, 2021.

On the next page, Exhibit 10 shows survey respondents' ranking of community characteristics.

- **Top priorities:** Respondents most highly prioritize creating and preserving public open space and ease of transportation by bike, walking, and public transit. Respondents also value limited building heights and densities and preservation of neighborhood character.
- **Lowest priorities:** Respondents least prioritize the addition of jobs in Kirkland. Respondents also are less likely to prioritize sustainable buildings, affordable housing, and the ability for people from all walks of life to live in Kirkland.

Exhibit 10. Survey Respondents' Ranking* of Community Characteristics (362 responses)

Survey Question: "Please rank the following community characteristics from most important to least important to help us understand where the City should invest."



*Average ranking. Respondents ranked all characteristics from least important (1) to most important (10). Source: BERK, 2021.

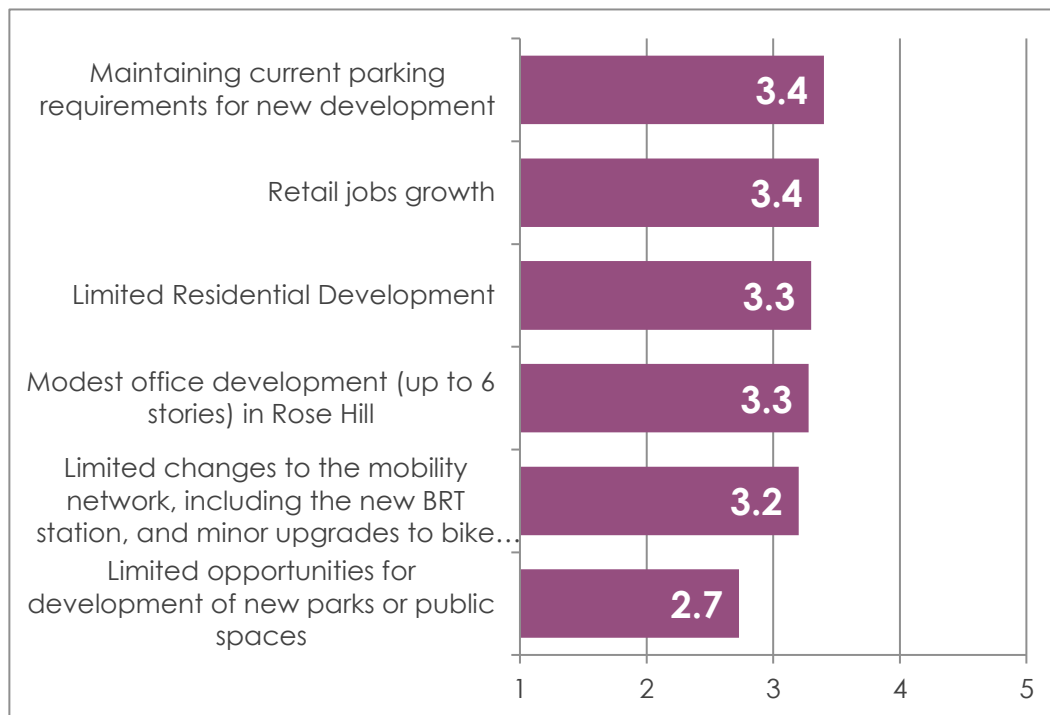
Respondent Opinions on the Alternatives

Exhibit 11 shows survey respondents' level of support for aspects of Alternative 1.

- On average, survey respondents equally value and feel some support for all features of the alternative, with one exception: respondents slightly dislike the alternative's limited opportunities for development of new parks or public space.

Exhibit 11. Survey Respondents' Level of Support* for Aspects of Alternative 1 – No Action (397 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following aspects of the Alt 1 - No Action plan. Note - these are likely outcomes based on what existing policies and regulations already allow in the Station Area."



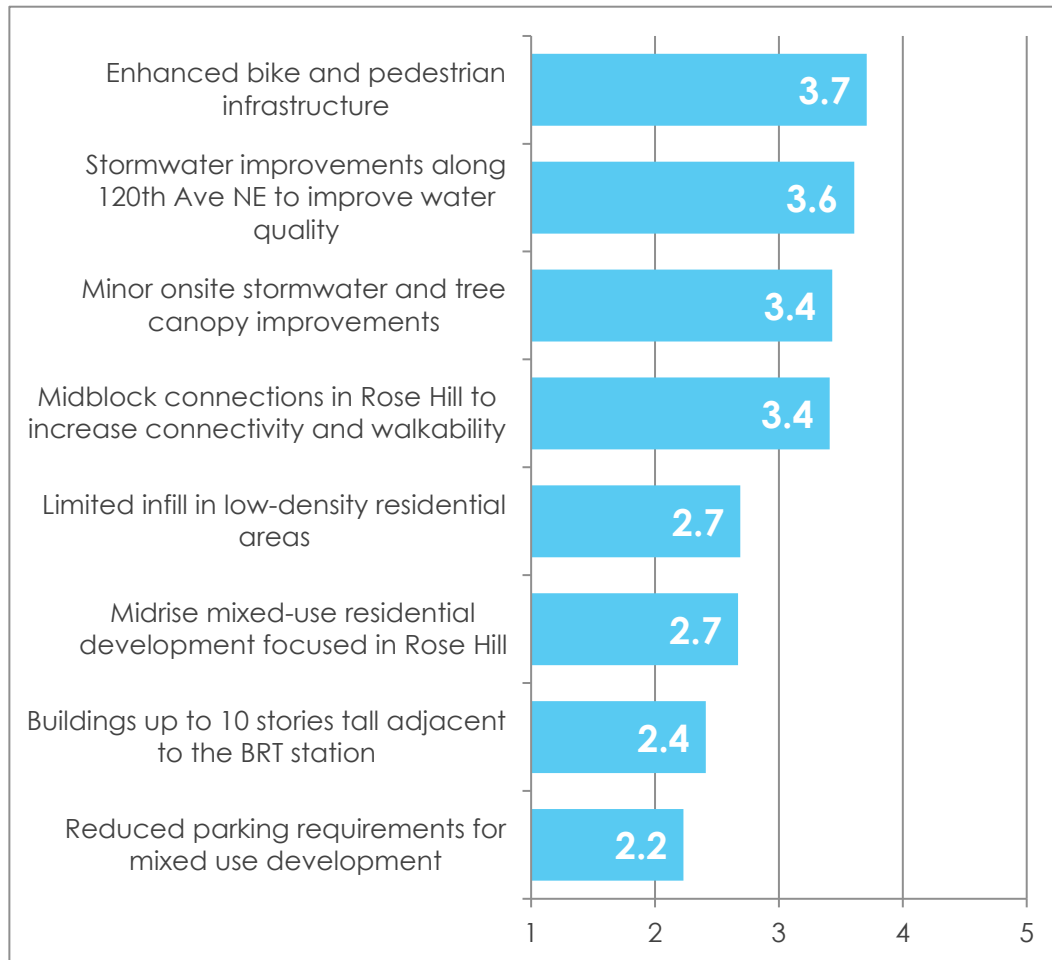
*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 12 shows survey respondents' level of support for aspects of Alternative 2.

- On average, survey respondents support the aspects of this alternative surrounding increased bike and pedestrian connectivity and improved stormwater management.
- Survey respondents dislike the reduced parking aspects of Alternative 2 most strongly. Respondents are also less supportive of the alternative's building heights, mixed use development, and limited residential infill.

Exhibit 12. Survey Respondents' Level of Support* for Aspects of Alternative 2 (378 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following aspects of the Alt 2- Guiding Transit-Oriented Growth plan:"



*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 13 shows survey respondents' level of support for aspects of Alternative 3.

- On average, survey respondents support the aspects of this alternative surrounding increased bike and pedestrian connectivity, green buildings, and improved stormwater management.
- Survey respondents dislike reduced parking and increased office development aspects of Alternative 3. Of all features of this alternative, respondents most dislike the possibility of buildings up to 20 stories in height right next to the BRT station.

Exhibit 13. Survey Respondents' Level of Support* for Aspects of Alternative 3 (373 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following aspects of the Alt 3 Transit-Oriented Hub plan:"



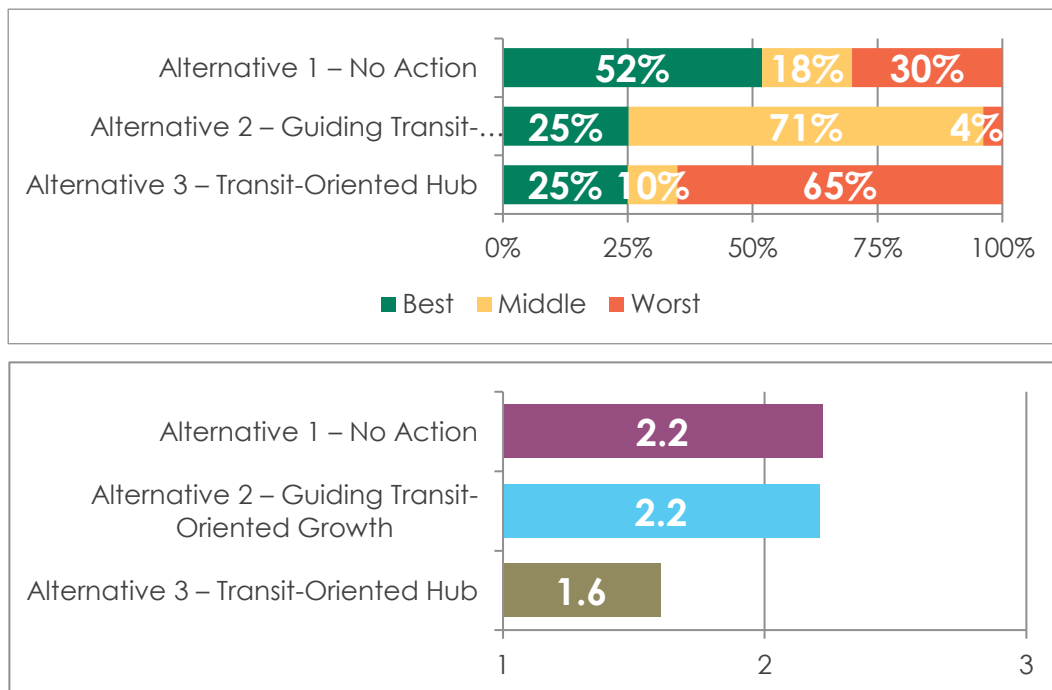
*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 14 shows how survey respondents rank the three alternatives by how well each will promote the project vision of livability, sustainability, and equity.

- Over half of respondents rank Alternative 1 as the best alternative. The remaining respondents are equally likely to select either alternatives 2 or 3 as the best alternative.
- Two-thirds of respondents rank Alternative 3 as the worst alternative. Nearly one-third of respondents rank Alternative 1 as the worst alternative. Few respondents – 4% -- rank Alternative 2 as the worst.
- Respondents feel most neutral about alternative 2, with 71% of respondents ranking this as the middle alternative in terms of promoting the project vision.
- As shown in the lower chart in Exhibit 14, on average, respondents are equally supportive of alternatives 1 and 2. Even though more respondents select Alternative 1 as the best alternative (52% rank Alternative 1 as best compared to 25% for Alternative 2), more respondents also rank Alternative 1 as the worst alternative (30% rank Alternative 1 as the worst compared to 4% for Alternative 2).

Exhibit 14. Survey Respondents’ Ranking* of How Well Each Alternative Will Promote the Project Vision of Livability, Sustainability, and Equity (326 responses)

Survey Question: “Rank the alternatives based on how well they promote the project vision of Livability, Sustainability and Equity from best to worst.”



*Top chart shows distribution of rankings. Bottom chart shows weighted averages, with 3 points given for “Best,” 2 points given for “Middle,” and 1 point given for “Worst.”

Source: BERK, 2021.

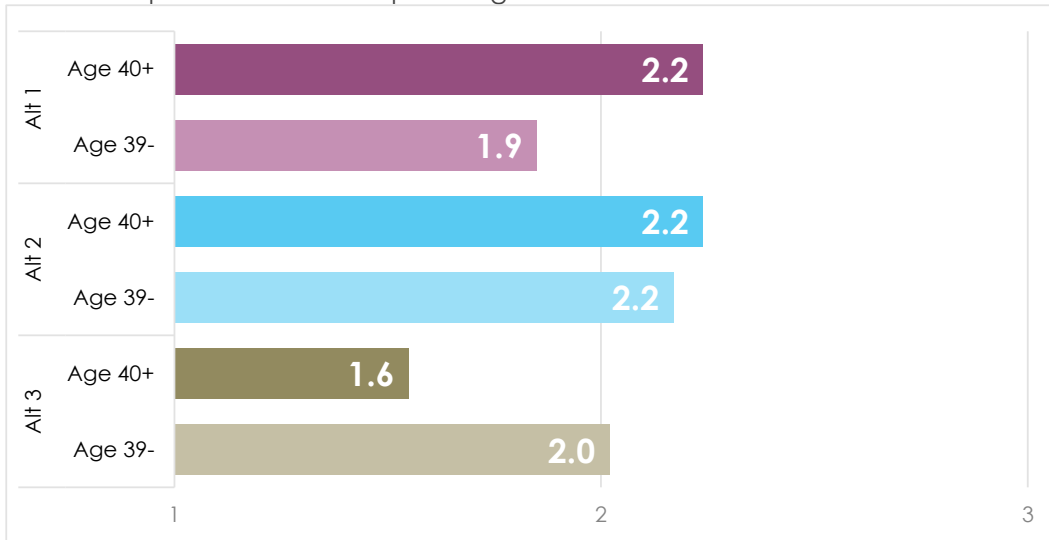
On the next page, Exhibit 15 disaggregates respondents' rankings of the alternatives by age.

- Across all ages, survey respondents give Alternative 2 an average ranking of 2.2 points, on a scale from 1 (worst) to 3 (best).
- Respondents **below the age of 40** prefer Alternative 3 to Alternative 1.
 - › Sample comment in **support of Alternative 3**: “Alternative 3 maximizes the development opportunities around the future BRT station. As a bonus, the tall building heights would be the most useful in blocking out freeway noises from surrounding neighborhoods. Most importantly it allows for the most affordable housing, best green spaces, and best walking/biking infrastructure. As a long time resident (born and raised) I still feel like we could do more to densify. However, Alt 3 does a great job and would be a welcome change/addition to Kirkland”
 - › Sample comment in **opposition to Alternative 1**: “No action isn't sustainable. People keep moving to Kirkland and to WA, and growth is unavoidable. Pretending that everything can stay the same will be a huge source of long-term problems and drive people out of the area.”
- Respondents **above the age of 40** prefer Alternative 1 to Alternative 3.
 - › Sample comment in **support of Alternative 1**: “Please stop trying to make Kirkland another Bellevue. Families who moved here 15 years ago because it was a nice community are being forced out because it is too expensive.”
 - › Sample comment (lightly edited for typos) in **opposition to Alternative 3**: “Way out of scale for existing neighborhoods, will ruin quality of life for current residents. This kind of development is appropriate for the existing light industrial area near Totem Lake and north. Traffic already a nightmare on 85th, this will result in non-stop traffic jams. Also doubt this will result in any significant increase in affordable housing. Developers will not stop building market rate housing.”

Exhibit 15. Survey Respondents' Ranking* of How Well Each Alternative Will Promote the Project Vision of Livability, Sustainability, and Equity, Disaggregated by Age (274 responses)

Survey Question: "Rank the alternatives based on how well they promote the project vision of Livability, Sustainability and Equity from best to worst."

- 66 Responses from Participants Ages 39 and below
- 208 Responses from Participants Ages 40 and above



*Weighted averages, with 3 points given for "Best," 2 points given for "Middle," and 1 point given for "Worst."
 Source: BERK, 2021.

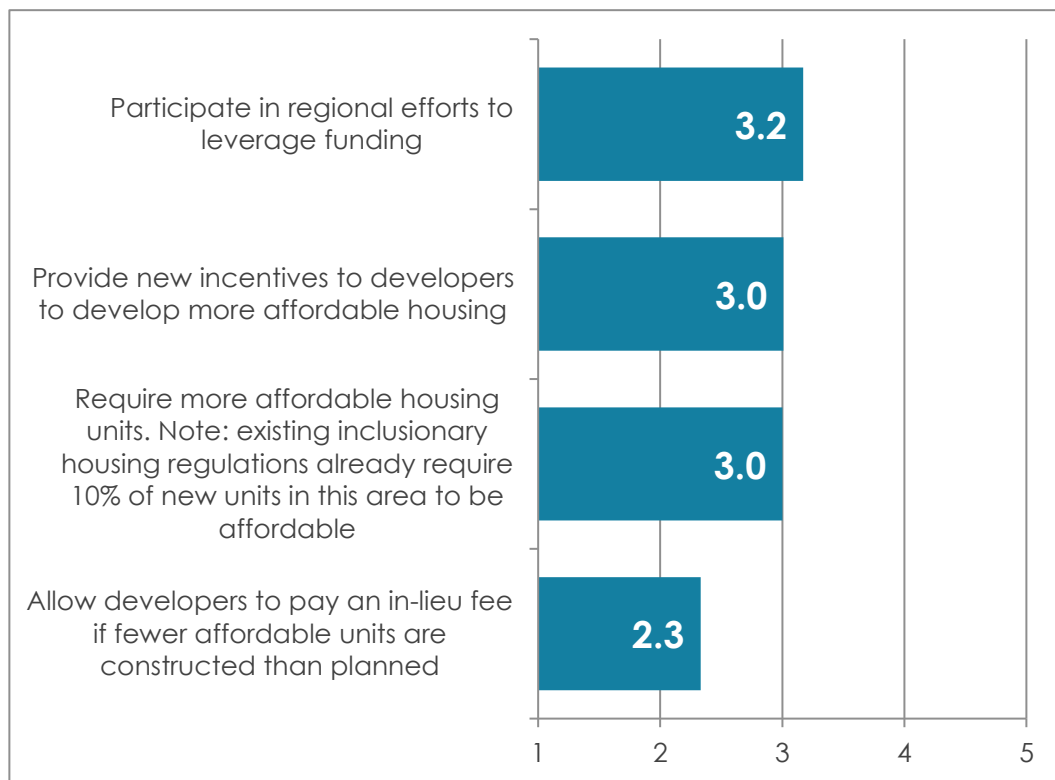
Respondent Opinions on Mitigation Measures

Exhibit 16 shows survey respondents' opinion on proposed housing and land use mitigation measures.

- Survey respondents feel neutral or slightly supportive about all mitigation measures except one: respondents dislike the option to allow developers to pay an in-lieu fee if fewer affordable units are constructed than planned.

Exhibit 16. Survey Respondents' Support* for Proposed Housing and Land Use Mitigation Measures (346 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following proposed Mitigation Measures:"



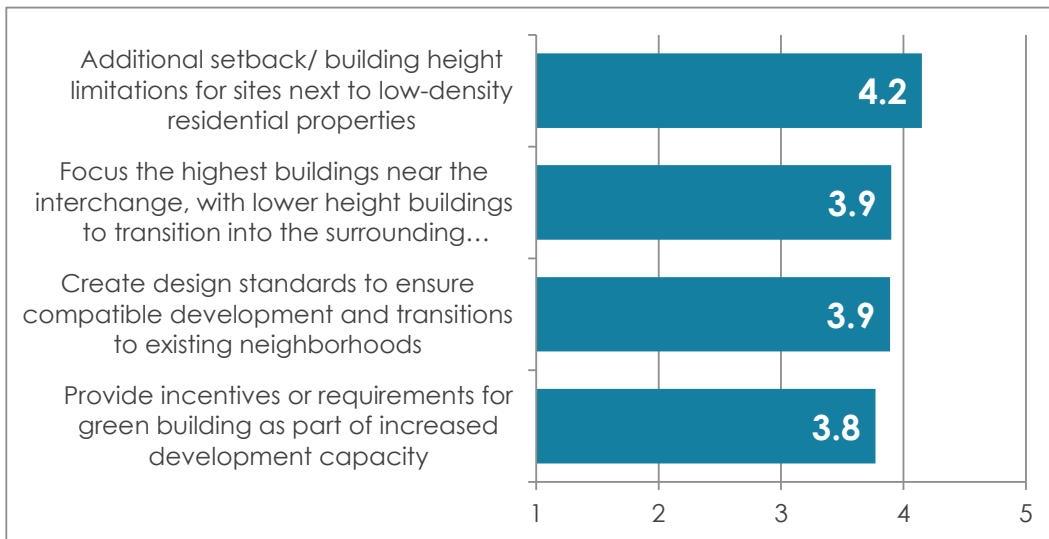
*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 17 shows survey respondents' opinion on proposed aesthetics mitigation measures.

- Survey respondents support all proposed measures about equally. Of the Aesthetics Mitigation Measures listed, respondents like setback and height limitations to transition to low-density residential properties the most .

Exhibit 17. Survey Respondents' Support* for Proposed Aesthetics Mitigation Measures (346 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following proposed Mitigation Measures:"



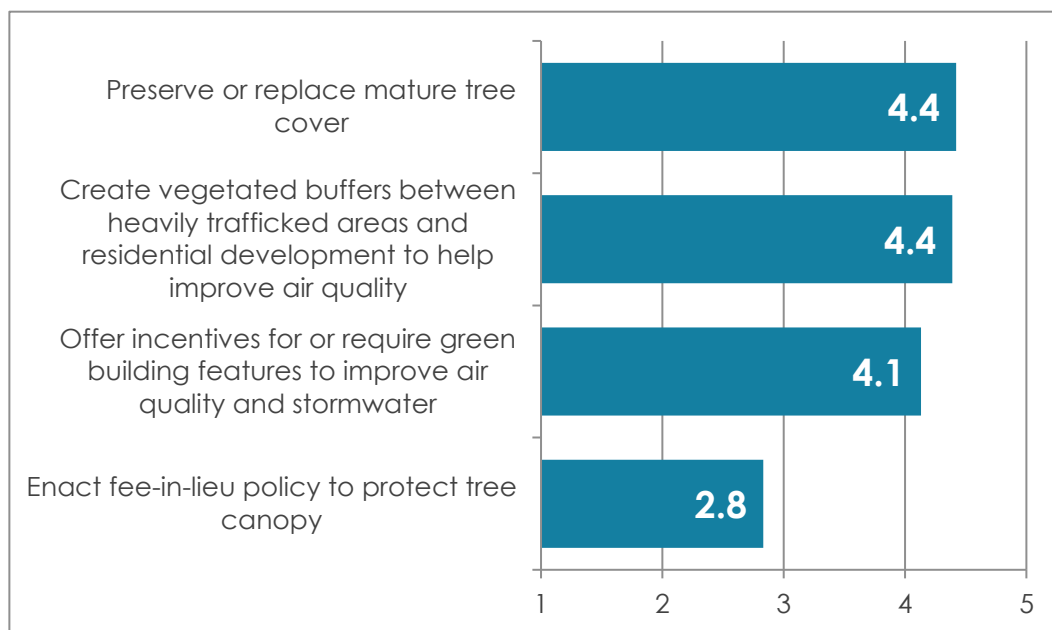
*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Exhibit 18 shows survey respondents' opinion on proposed environmental mitigation measures.

- Respondents support or strongly support the presented Environmental Mitigation Measures, except the option of allowing developers to pay an in-lieu fee to remove tree canopy. The most highly supported mitigation measures were preserving or replacing mature trees and adding vegetated buffers, as well as incentives for green building features.

Exhibit 18. Survey Respondents' Support* for Proposed Environmental Mitigation Measures (342 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following proposed Mitigation Measures:"



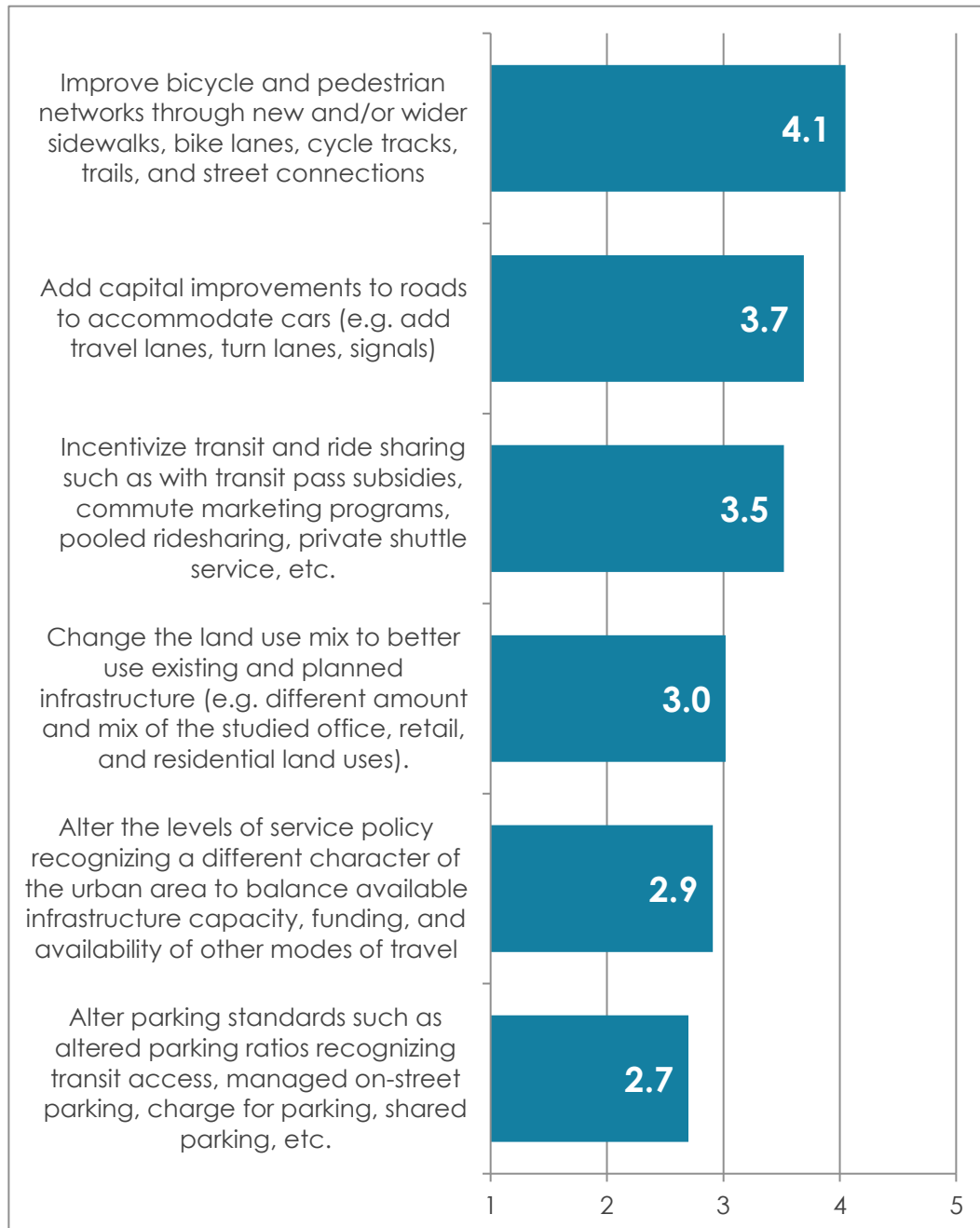
*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

On the next page, Exhibit 19 shows survey respondents' opinion on proposed transportation mitigation measures.

- Survey respondents most support the proposed mitigation measure to improve bicycle and pedestrian networks.
- Respondents also support capital improvements to better accommodate cars and incentives for transit and ride sharing.
- Respondents feel neutral or nearly neutral about changes to the land use mix and level of service policies.
- Respondents slightly dislike altered parking standards.

Exhibit 19. Survey Respondents' Support* for Proposed Transportation Mitigation Measures (345 responses)

Survey Question: "Indicate your level of support on a scale of 1 (strongly dislike) to 5 (strongly support) for the following proposed Mitigation Measures:"



*Weighted averages. Response options included: 1 (Strongly Dislike), 2 (Dislike), 3 (Neutral), 4 (Support), and 5 (Strongly Support). Source: BERK, 2021.

Summary of Themes from Free Response Comments

The following qualitative summary presents the range of topics raised throughout the free-response comment sections of the online survey. The summary does not reflect the frequency with which commenters raised topics and themes.

What Makes Kirkland Special? Unique Qualities to Preserve

- A small-town perspective and sense of community. People-friendly character and neighborhoods with a feeling of "togetherness". Quiet and quiet surroundings with charm and character.
- Amenities for growing families and seniors.
- Urban forests, vibrant parks, outstanding air- and water quality.
- Walkable streets for transportation and leisure. A sense of safety at all hours of the day and night.
- Lack of high-rise buildings allows for views of mountains and sunsets.
- Small, unique, locally-owned, and minority-owned businesses.
- Concern about Kirkland becoming too similar to Bellevue, Redmond, or Seattle. Kirkland is less congested and less densely populated than surrounding communities, but nonetheless has amenities, infrastructure, and moderate-sized office and retail.

Overall growth

- Concerns about impacts of growth on the community.
 - › Some opposition to accommodating growth beyond that in the Comprehensive Plan, doubt that growth will occur, or concern that Kirkland already has unused office and residential developments.
 - › Some interest in developing proactive solutions to accommodate growth, ensure adequate infrastructure, and minimize sprawl.
- Questions about projected growth following COVID-19 pandemic.
- West side of the station area can better accommodate growth as the East side has a steep incline that makes it less pedestrian- and bike-friendly.
- Interest in aligning growth with Redmond's and Bellevue's plans.

Land Use and Zoning

- Varied perspectives on land use and zoning. Some support for height restrictions and building setbacks to minimize shadow. Some interest in maintaining existing zoning, and some interest in increasing housing or jobs in the area. Some interest in infilling and densifying the project area.
- Desire for homes to have yards and green space to support stormwater management.

- Question about geological stability has been considered/studied regarding the large building plans uphill. Concern about increased load on the hillside.

Housing

– Affordable housing

- › Desire for higher proportion of affordable housing. Concern that the plan will not create enough affordable housing. Permit priority to projects that include affordable and Section 8 housing.
- › Questions around the definition of affordability.
- › Market has too many luxury apartments.
- › Concern that the 50% AMI level is too low for smaller sites or high-cost land, and that the City should leverage larger sites with over 200 units.
- › Concern that more affordable housing will be located in less desirable areas like near arterial roads and highways.
- › Balance affordable housing requirements with need to promote development of new units by keeping costs low for developers.
- › Tie affordability requirements to the height of buildings
- › If in-lieu fee is used, locate alternate housing units near transit and commercial hubs elsewhere in the city.

– Housing supply

- › Support for mixed-income housing.
- › Need for missing middle duplexes, triplexes, and groups of cottages.
- › Streamline permit process for accessory dwelling units (ADUs) and cottage houses.
- › Varied perspectives about developer incentives and perks. Support for city incentives for missing middle or workforce housing. Concern that City favors developers over residents.
- › Support for the City to facilitate improvements to existing housing stock, including easing remodel permits.
- › A few comments wanting less housing in favor of more jobs or parking.

– Housing costs and workforce housing

- › Concern over rising property taxes and displacement of existing residents.
- › Coordinate additional retail job growth with additional housing that is affordable for these employees.

– Housing quality and amenities

- › Ensure building management can maintain and renovate buildings over time to maintain quality of living spaces as families grow and move out.
- › Livability for families and seniors beyond large-scale multifamily housing.

Consider townhouses.

- › Child-friendly housing, including play areas and green space.
- › Houses with yards and gardens.

Transportation and Parking

– Public transit

- › Concern about low ridership projections.
- › Maximize ADA accessibility beyond minimum compliance.
- › Incorporate additional east-west transit. Not everyone can afford or wants a car.
- › Amenities for commuters, such as covered bus stops and shelter to protect from wind and rain and charging stations for phones/laptops.
- › Clear wayfinding signage.

– Traffic

- › Concerns about traffic congestion and impact to commuters. Should consider traffic impact and relieve existing traffic.
- › Impact of traffic on emergency response times.
- › Impacts of potential sprawl on traffic.

– Car infrastructure and parking

- › Concern that the plan will not change people's preferred method of transportation from cars to public transit, especially for seniors.
- › Support for maintaining parking via a park & ride, parking lots, or parking garages. Concern that lack of available parking will drive away prospective patrons of local businesses and decrease tax revenues.
- › Some support for wider roads. Some concern that wider streets outside the Station Area would into high-traffic thoroughfares for pass-through residents of surrounding communities.
- › Incorporate electric vehicle charging stations.

– Pedestrian and bike infrastructure

- › Safe bike and pedestrian infrastructure, separated from traffic, including safe crossings, extra-wide sidewalks, and secure bike parking. Some concern that putting more bicycles on busy streets is dangerous for both cars and bicycles.
- › Improve existing bike trails and minimize bike use on sidewalks.
- › Design for a walking/bike scale to support seniors and alternative transportation.
- › Develop consistent and continuous curb, gutter, sidewalk in right-of-way throughout the station area.

– **Neighborhood connections**

- › More connections from downtown Kirkland to the BRT station and to neighboring communities. Suggestions include:
 - Shuttle service, possibly electric buses.
 - Rail or streetcar access.
 - Links to the Cross Kirkland Corridor.
 - Gondola or funicular.
 - Pedestrian and bike bridges over I-405.
- › Improve dedicated alternative transport (bike/walk/e-scooter) through dedicated bridge/overpasses.

Environment and Open Space

- Green development
 - › Development should be electric-only to phase out fossil fuels and minimize GHG emissions.
 - › Support or require net zero development or provide credit for onsite power generation (solar).
 - › Incentivize rainwater capture, onsite greywater reuse to reduce grid stress and minimize runoff, impervious surface, stormwater issues associated with increased density.
- Parks and open space
 - › Create shared public park space around the new developments to encourage community interaction. Include green community areas such as walkways, parks, pea patches, pocket parks, wetland interaction.
 - › Provide lighting, benches, and covered outdoor areas. Consider amenities like natural gas fireplaces.
 - › Incorporate recreation such as a play area for children or a dog park.
 - › Incorporate more tree cover. Maintain old-growth trees and established urban forests.
 - › Pave the Cross Kirkland Corridor.
 - › Add a lid over I-405
 - › Roof-top public spaces on buildings over 150 ft
 - › Urban design elements that provide identification and wayfinding.
- Noise pollution due to traffic.

Economic Development and Employment

- Importance of jobs in the station area, including for workers with middle incomes. Wages should allow Kirkland workers to live in Kirkland.

- Mixed-use space should be accessible to service businesses, not just retail that only high-cost vendors can afford. Concern about displacement of small local businesses. Provide support for downtown parking during construction to support local businesses.
- Support for maintaining Costco in its current location.
- Impacts of long-term work from home as economy changes post COVID-19. Will office buildings still be needed?
- Provide incentives like deferred taxes or permits for black owned businesses and other minority owned businesses to come into the area.
- Support unique shops, experiences, gathering spaces, and restaurants near the BRT that would draw customers from outside Kirkland. Make parking free to support retail business customers.
- Sidewalk storefronts create interest on a walkable scale. Business may not want storefront at 85th Hillside.

Support for large employers' corporate responsibility in the community.

Aesthetics

- Strong interest in public art that represents Kirkland and creates an inclusive and welcoming space, including art by black, Indigenous and people of color (BIPOC) artists.
- Design standards. Contemporary look that is distinctive.
- Create a stronger Kirkland identity by adding a welcome at the entrance to Kirkland. Add wayfinding signage.
- Plantings for year-round visual interest
- Support for maintaining public north-south sweeping views of nature and the Olympic Mountains. Concern that development would create permanent loss of views.

Neighborhoods

- Neighborhood preservation. Some comments expressed disinterest in preserving the existing neighborhood.
- Concerns about how parking will impact neighborhoods.

Services and Infrastructure

- **Amenities:** Restrooms, garbage cans, and compost bins for pedestrians and transit riders. Variety of cuisines and cultural offerings.
- **City staffing:** Hire more BIPOC City personnel and police.
- **Emergency services:** Concern that emergency services like the fire department will need to accommodate growth.

- **Facilities:** Interest in a subsidized space for child and elderly care services within new developments. Community center with athletic and flexible spaces to support health, wellness, gathering, education. Communal meeting rooms open to public use. A community bulletin board.
- **Funding:** Concerns about taxes and bonds. Desire for developers to pay for increased services needed to accommodate growth.
- **Homelessness:** Dedicated spaces for addressing homelessness
- **Schools:** Need for additional schools and school funding to support increased density. Include daycares in office buildings to support workers' use of public transit.

Overall process concerns and questions

- Concern about project budget.
- Questions about how the plan will address long-term COVID-19 impacts. Need for a flexible plan to adapt to unanticipated future needs.
- Questions around how the SAP would integrate with Redmond's or Bellevue's plans.
- Questions about the definitions of the project objectives, affordability, and inclusivity.
- Concern about perceived biased survey wording. Confusion around survey design and questions, especially with language in the transportation mitigation section (e.g., "midblock connections"). Desire for additional outreach to share survey with more people.
- Requests for charts to be reformatted for accessibility by people with vision impairments or color blindness.

C Written Comment

Stakeholders and members of the public submitted written comments during the Draft Supplemental Environmental Impact Statement (DSEIS) comment period. The City received 114 written comments from individuals, corporations, small businesses, and organizations, one regional transportation district, and one State agency. Exhibit 20 shows a full list of commenters.

Full copies of these comments are posted on the City’s project webpage. Detailed responses to comments will be provided in the Final SEIS.

Exhibit 20. Individuals and entities that submitted written comments

Commenter	Commenter Affiliation
Jason Bendickson	Salt House Church
Marc Boettcher	MainStreet Property Group LLC
Brian Buck	Lake Washington School District
Colleen Clement	People for Climate Change - Kirkland
Paul Cornish	Sound Transit
Lisa Hodgson and Dylan Counts	Washington State Department of Transportation
John McCullough	Lee Johnson
Mark Rowe	Google
Mike Anderson	Individual
Anne Anderson	Individual
Yasminah Andrienas	Individual
David Aubry	Individual
Anna Aubry	Individual
JoAnne Baldwin	Individual
Preetesh & Heena Banthia	Individual
Christy Bear	Individual
Brad Beckmann	Individual
Brandon Bemis	Individual
Mari Bercaw	Individual
Christy Bibler	Individual
Seth Bibler	Individual
Jennifer Bosworth	Individual

Commenter	Commenter Affiliation
Margaret Bouniol Kaifer	Individual
Peder Brakke	Individual
Curtis Brown	Individual
Margaret Bull	Individual
Carl Burch	Individual
Susan Busch	Individual
Peggy Bush	Individual
Sylvia Chen	Individual
Lisa Chiappinelli	Individual
Sharon Cox	Individual
Susan Davis	Individual
Christine Deleon	Individual
Robbi Denman	Individual
Ken & Jill DeRoche	Individual
Jivko Dobrev	Individual
Bari Dorward	Individual
Keith Dunbar	Individual
Paul Elrif	Individual
Lana Fava	Individual
Alice Fleck	Individual
Syd & Margaret France	Individual
Kathy Frank	Individual
Jill Gough	Individual
Betty Graham	Individual
Brian Granowitz	Individual
Gayle Gray	Individual
Matt Gregory	Individual
Boaz Gurdin	Individual
Kathryn Hammer	Individual
Kirsten Hansen	Individual
Brian Harper	Individual
Jess Harris	Individual

Commenter	Commenter Affiliation
Christine Hassett	Individual
Brad Haverstein	Individual
Mark Heggenes	Individual
Matt Holle	Individual
Jeffrey Hoyt	Individual
Stephanie Hurst	Individual
Kathy Iverson	Individual
John Janssen	Individual
Jill Keeney	Individual
Erika Klimecky	Individual
Teri Lane	Individual
Leah Lang	Individual
Paula Lavin	Individual
Jim & Sandy Lazenby	Individual
Patty Leverett	Individual
Andy Liu	Individual
Peter & Janice Lyon	Individual
David Macias	Individual
Ken MacKenzie	Individual
Angela Maeda	Individual
David Malcolm	Individual
Beverly Marcus	Individual
Cheryl Marshall	Individual
Ingrid Martin	Individual
Carolyn McConnell	Individual
Bob McConnell	Individual
Dave Messner	Individual
Doug Murray	Individual
Erik Oruoja	Individual
Louise Pathe	Individual
Kara Peitila	Individual
Bruce & Heidi Pelton	Individual

Commenter	Commenter Affiliation
Robert Pope	Individual
Scott Powell	Individual
Cindy Randazzo	Individual
Matthew Sachs	Individual
Kim Saunders	Individual
Rachel Seelig	Individual
Susan Shelton	Individual
Taylor Spangler	Individual
Katie Stern	Individual
Karen Story	Individual
Kent Sullivan	Individual
Jeanne Tate	Individual
Paula Templin	Individual
Susan Tonkin de Vries	Individual
Elizabeth Tupper	Individual
Al Vaskas	Individual
Don & Jane Volta	Individual
Susan Vossler	Individual
Dan & Cass Walker	Individual
Vivian & Robert Weber	Individual
Brad Weed	Individual
Steve Wilhelm	Individual
Bob Willar	Individual
Oksana Willeke	Individual
Scott Willeke	Individual
Macy Zwanzig	Individual
Syd [No last name given]	Individual
Tony [No last name given]	Individual

Source: BERK, 2021.

Across activities, comment themes include but are not limited to:

- Preferences for or opposition to Alternatives 1, 2, or 3, or elements of them (e.g. level of growth and height)
- Increasing affordable housing
- Requiring energy efficiency
- Incorporating public green spaces
- Addressing school capacity and needs
- Mitigating traffic through managing growth, operational improvements, or capital improvements
- Appropriate building heights and transitions to other residential areas
 - › Some requests in particular areas wished to retain lower heights in NW and SW quadrants
 - › Concern about maximum heights east of I-405 as well as support for heights east on I-405
- Requests for more information on traffic, parks, schools, power

Exhibit 21. Key Words DSEIS Comments



D Service Provider Work Group

Representatives from four service providers with clients in the Station Area joined a virtual roundtable discussion on February 2, 2021 to learn about the Station Area Plan and provide input about how the plan can support client needs. Attendees are noted below. Allison Zike from the City of Kirkland delivered a brief presentation about the Station Area Plan and the planning process, including an overview of the three alternatives presented in the DSEIS. Following this presentation, participants engaged in a roundtable discussion about how their clients use the Station Area and their top concerns and hopes about the outcomes of the Station Area Plan. For details, see the full agenda at the end of this document.

The two meeting objectives were to:

1. Gather input on three draft alternatives from service providers who represent clients who use the Station Area and are experiencing housing insecurity, food insecurity, or low incomes.
2. Build project awareness among service providers.

Attendees included the following service providers and Project Team members:

– Service Providers

- › **Hopelink Kirkland:** *Cindy Donohue, Center Manager.* Clients mostly use the SA through interchanging on buses to Kirkland or Redmond centers.
- › **New Bethlehem Day Center and Catholic Community Services:** *Amber North, Program Manager.* Amber will be project manager for new shelter for families and women. Clients use the service area near the shelter to do most of their shopping, errands, and connect to other places for services.
- › **Sophia Way:** *Eric Ballentine, Vehicle Outreach & Lead Housing Case Manager.* Clients use the SA to connect to Helen's Place shelter in Bellevue. Transportation and transit is a main focus.
- › **Salt House Church:** *Pastor Ryan March and David Trice, Church councilmember.* Church neighbors LWHS and Kirkland Place. COVID-19 pandemic and resulting remote worship has created a much wider community, but focus is on service and advocacy.

– Project Team

- › Allison Zike, City of Kirkland
- › Erin Ishizaki, Mithun
- › Julia Tesch, BERK Consulting

Summary of Input

Each service provider identified their most important theme(s) about the Station Area Plan:

- *Sophia Way*: **Affordability.**
- *Hopelink*: **Affordability and access to services.**
- *Amber*: **Affordability, access, and “small town” feel that includes open spaces.**
- *Salt House*: **Equity and affordability.**

Transit is also a main priority for clients:

- “Right now, about 20% of the women [who Helen’s Place serves] have cars. Increasing transit will be a great thing.”
- “The Day Center use can sometimes be more car-dominant – often people who are unsheltered and in Kirkland stay in their cars in safe parking place.... Even if people have cars, they’re not always working cars. They need to be able to park that car and also access the transit.”
- “Many clients who use public transportation have to walk up to 2 miles to get to City Center, and up to half of that has no sidewalk. They’re walking past big trucks, it’s pretty scary, and they may have groceries. Used to have a bus system that came to the center, but that’s been eliminated. Since then, it’s been a nightmare.”

Amber North recommended three projects that could provide additional insight:

- [Lake Washington United Methodist Church Safe Parking program](#). Has a long-term connection to Kirkland and familiarity with the program’s long-term overflow problem, requiring people to park on the street.
- An [affordable housing project](#) being developed in conjunction with commercial development and the Redmond Together Center.
- Homeless Youth Services at [Friends of Youth](#) could provide information about the development of the youth shelter.

Questions from Attendees

- What are the drivers of the city planning piece in terms of what the City envisions?
 - › **Answer:** Main driver is that we expect the Puget Sound region will continue to grow and a lot of that growth is coming to Kirkland. The biggest driver of the SAP process is that we have a great opportunity to

locate anticipated growth with access to transit with the introduction of the BRT station. If growth will happen, how can we guide it to make sure it fits the community's vision?

- Can you explain where affordable housing fits within the scope of these plans?
 - › **Answer:** We've issued an EIS, which looks at a lot of different elements like housing, land use, transportation, several environmental factors. Then it tests the impacts of each of these elements at different levels of growth. E.g., if we introduce X new housing units, how much affordable housing can we expect? Kirkland currently has inclusionary affordable housing in most zones, which requires a certain number of affordable housing units in new development. In this EIS, we could be more aggressive with that. We have some proposals for different options that could be integrated into the final plan, like including commercial linkage fees or requiring inclusion of more than 10% affordable housing. Want to know: what level of interest do we have in the options we've put out there to get more affordable housing in the community? Do we have support? Do we have other ideas? Where do other people want to see affordable housing?

- 120th Ave NE, where Salt House is located, gets super congested, especially when school lets out. You mentioned a blue and green road. What does that mean?
 - › **Answer:** A blue and green street looks at how to handle stormwater. One concept might be a bioswale integrated into the street that can carry stormwater, create more separation between vehicles and pedestrians, and create more visual interest for pedestrians. We need to look for more creative ways to handle additional stormwater runoff.
 - › **Answer 2:** A regular street except there's more space in the planting/landscape area to handle more stormwater. A nicer experience for walking, biking. A street with a nicer streetscape.

- Can you speak to the addition of larger buildings, parking, and congestion?
 - › **Answer:** This is one of the impacts we're looking for in the EIS. If we have buildings up to 20 stories, there will be more people and potentially more cars. First and foremost: How can we make this the best transit-oriented district by setting up a framework to make it easy for people to get around that doesn't rely on cars? Any new development will need to include mitigation.

- **Follow-up question:** Will street parking go away? Street parking is important for Salt House because it has a small parking lot. Parking needs to be developed. Already tight. If the school didn't allow for parking in their lot,

would be tough.

- › **Answer 1:** In the planning stages of the new shelter, the parking capacity of the people using it includes the street. That was a part of the parking permit plan for the shelter.
- › **Answer 1:** Alternative 3 includes the analysis of a new parking facility as a potential mitigation measure.
- What are mid-block pathways?
 - › **Answer:** Especially north of 85th – where Petco site is, blocks are large. As those areas develop, would look at creating more pedestrian connections to make it easier for people to get around on a more micro level.
- What is happening with Google?
 - › **Answer:** Lee Johnson site is under contract (but nothing yet bought or sold). We would imagine potential for some office. Planning process is looking at total number of office and residents as calculations. Looking at total numbers of people, cars, and traffic that can relate to how many employees might be in an area. The plan for the City doesn't hinge on one company owning it over another.
- What's going into atmosphere, beauty, public art, aesthetic – the feel of the place?
 - › **Answer:** Some Zoning will get to better design of buildings and how they relate to the street and pedestrians. There's been interest in how to incorporate art and inclusive art into the place. Not yet sure how it'll play out – open to ideas.

E Meetings-in-a-Box

Eric Ballentine, Vehicle Outreach and Lead Housing Case Manager at The Sophia Way, hosted two in-person group sessions and a few one-on-one discussions to gather input from his clients on the NE 85th St Station Area Plan (SAP) Draft Supplemental Environmental Impact Statement. These meetings-in-a-box took place during the weeks of January 18, 2021 and February 5, 2021.

In total, 26 participants joined either session or a one-on-one discussion. All participants were women experiencing homelessness. About one-third were full-time employed and about two-thirds have received disability or have a disability claim filed. Participants' ages ranged from approximately 30-70 years, with a large proportion ages 55 and older.

Summary of Input

How could the Station Area be safer?

- **Lighting:** both at the station and along pathways/roads to access the station.
- **Accessibility:** Kirkland has a lot of hills. Not as accessible – especially for older women – for people to use public transportation. Often a deterrent. Some people have disabilities but aren't qualified for [King County Metro] Access. People with walkers could use more ramps and support to access sidewalks (e.g., mid-block crosswalks). Transit station curbs are typically especially difficult because they are raised to accommodate the bus.
- **Blue emergency call box:** at the station, as a lot of Sophia Way clients don't have cell phones.
- **Spaces to spend time outside the station:** If there will be high-traffic pedestrian zones nearby, include an area for people to wait that's near the station, if they don't feel safe at the station itself. Ideally, a high area of walkability to hang out while waiting for the bus.

What are the key transportation features that should be included in this area?

- **Pedestrian connections** with lighting.
- **Ramps** for people with walkers.
- **Benches with lighting** – take a break while walking.
- **Restrooms** – many neighboring businesses won't let people use the restroom without buying something. For older women, this can be a major issue.

What are the key housing features that should be included?

- **Senior community living that's affordable.** A strong sense of community is especially important. Many of Sophia Way's older women clients get along with one another and would like to have affordable living together for seniors.
- **Parking.** Some people work in Seattle. Want a potential park & ride option. With the bus station, will there be more bus routes therefore making housing in Kirkland more accessible? Sophia way gives bus tickets.

What employment supports should be included in this area?

- **More jobs in the area.** Entry-level positions, but not necessarily low-paying service jobs.
 - › New Bethlehem is right below Sophia Way. A broad range of people experiencing homelessness – not just older women. There is a need for professional development/growth opportunities.
 - › Walkability to work, access to healthcare needs.
- **Affordable living with a decent wage** to live in the area that you work. Especially important.
- **Jobs to supplement incomes of people with fixed incomes/disability.** Most people on fixed income/disability receive around \$850, more broadly between \$700-\$1100. Need a decent job to supplement income, whether part-time or full-time, combined with affordable housing.

What are the most important needs for youth in this area?

- No specific conversation around this, though it can be challenging for youth experiencing homelessness.

Anything else?

- **Primary takeaway: Public space.** It's hard to experience homelessness and to be stuck in a shelter all day. People really enjoy having really nice public space areas, whether it's a park, water fountain, or a dog park. Loitering can be an issue sometimes, but don't think this is as big of an issue in Kirkland.

F Lake Washington High School Student Presentations

Students from two economics classes taught by Ms. Bethany Shoda at Lake Washington High School engaged in a monthlong project to learn about the SAP and to provide input during the comment period. Members of the project team joined eight class sessions (four per class) in December 2020 and January 2021 to teach and support students in the project. During the project, students reviewed project materials, participated in public meetings, interviewed community members, hosted meetings-in-a-box, analyzed the three DSEIS alternatives, and developed their own preferred alternatives.

The project culminated with student presentations of their preferred alternatives to members of the Kirkland City Council and of the Project Team. Councilmembers and Project Team members in attendance at each final presentation are noted in Exhibit 22.

Exhibit 22. Councilmember and Project Team Attendance at Student Final Presentations

Class Session 1: Thursday, January 21	Class Session 2: Friday, January 22
City of Kirkland Deputy Mayor Jay Arnold	City of Kirkland Councilmember Toby Nixon
City of Kirkland Councilmember Jon Pascal	City of Kirkland Councilmember Neal Black
City of Kirkland Councilmember Kelli Curtis	City of Kirkland Councilmember Amy Falcone
Adam Weinstein, Planning and Building Director, City of Kirkland	Jeremy McMahan, Deputy Planning Director, City of Kirkland
Julia Tesch, Associate, BERK Consulting	Allison Zike, Senior Planner, City of Kirkland
	Julia Tesch, Associate, BERK Consulting

Source: BERK, 2021.

Summary of Input

Students' presentations demonstrated that they had engaged deeply with project materials. Councilmembers asked students challenging and thoughtful questions, which offered students the opportunity to clarify their ideas and provide additional detail. Students' opinions varied, reflecting the diversity of opinion community members shared at the open house.

Overall, many students supported moderate change, with Alternative 2 receiving the most support. However, all three alternatives received support from different student groups, and yet other groups created custom preferred alternatives that drew from existing alternatives or incorporated original elements.

Student Presentations

Student Group 1

- Key takeaways:
 - › Preferred alternative includes mobility and environmental elements from Alternatives 2 and 3, and infrastructure and development elements from Alternative 1.
 - › Emphasis on more bike and walking infrastructure, including for youth and ADA accessibility.
 - › Addition of parks, including dog parks.
 - › Infrastructure should focus on green development and smaller buildings.
- Questions:
 - › Can you describe your concerns about the growth in Alternatives 2 and 3?
 - Answer: Concerns about increase in height of buildings.
 - › When you graduate college, what is your future in the City of Kirkland?
 - Answer: Youth see Kirkland as a stepping-off place to launch their adult lives, potentially outside Kirkland.
 - › Where in the Station Area would be a good location to add parks?
 - Answer: Should be close to houses and communities. People typically visit parks within walking distance of their homes.

Student Group 2

- Key Takeaways:
 - › Interest in increasing housing diversity.
 - › Need to balance growth with maintaining a small-town feel.
 - › Want to avoid City of Kirkland being a “pass-through” town for other larger destinations like Bellevue and Seattle.
 - › Preferred alternative is Alternative 2.
- Questions:
 - › What (if anything) is good about tall buildings?
 - Answer: More retail space and residential units. Group’s opinion is based in personal preference and experience.
 - › Are you interested in auto infrastructure, or do you prefer alternative

modes of transportation?

- Answer: Don't value driving as much as earlier generations. Priority is to simply reach the destination, rather than caring about the mode of transportation. If there's enough time to reach a destination by foot or bike, would choose that mode.
- › Have you had discussions about the importance of having jobs in Kirkland?
 - Answer: Especially now during the COVID-19 pandemic, many people are out of work. It will take time to establish a new sense of normal. More jobs in Kirkland will lead to more residents and more diversity. It will bring a desirable amount of change.
- › What amenities are missing in Kirkland that you'd like to see here?
 - Answer: A "go-to" place that's the clear space to spend time.
 - Follow-up question: How do we build that kind of place?
 - Answer: Takes some growth and experimenting. Getting more ideas from residents – what do they value in the city? What do people from out-of-town want to see? Could be a tourist attraction where people go to take pictures. Instagram is popular, so consider a park with statues and art for people to spend time and listen to music. An outdoor activity that combines music and photography could gain people's interest.

Student Group 3

- Key takeaways:
 - › Interviewed a business employee who lives in the Station Area.
 - › Environmental protections and mitigation are important.
 - › Equity is one of the primary goals of the plan.
 - › Alternative 1 does not meet project objectives. Alternatives 2 and 3 do.
 - › A con of Alternative 1 is that it creates housing scarcity [Note – this is an amendment from a misspoken remark during the presentation.]
 - › Preferred alternative: Alternative 2 with addition of environmental protections of Alternative 3
 - › Want to allow for growth near transit without disturbing surrounding areas, increase transit connections, environmental sustainability, and diversity of housing and communities.
- Questions:

- › How did you draw connections between new housing and gentrification?
 - Answer: Personal experience. Have lived in Kirkland for 10 years and seen people leave their homes because new apartment buildings with higher rent have increased housing costs.

- › What are you thinking along the lines of additional environmental regulations?
 - Answer: Liked the ideas of Alternative 2, but also liked the environmental points from Alternative 3. Preferred alternative uses the points from Alternative 2 but incorporates environmental points from Alternative 3 that benefit the area. Specifically, liked the stormwater infrastructure, green building design, intensive green streets.

- › People will need to take the bus to make this work. What can we add to the plan to draw people to the bus station, especially from a student perspective?
 - Teacher answer: Live up north of Kirkland because can't afford to live in Kirkland. Would live in Kirkland if could afford and would take transit if it were available. When commuted into the building before COVID-19, would drive 1 hour into school and 1.5 hour home. Transit stations up north have amenities like coffee shops and waiting places – this is a great amenity as a commuter.

- › Did your group discuss the potential impacts to schools and education as new residents arrive? Currently seeing that in LWSD – have crowding in schools, lack of space.
 - Answer: LWHS has built a new wing, new gym, Rose Hill Elementary has a new wing. Schools are growing capacity, but this will only address growth to date. Lakeview Elementary will probably have more students, which are currently supported by portables.

Student Group 4

- Key takeaways:
 - › Alt 1: pros include residential housing and office development, but cons include limited street improvement and no low-income/affordable housing.
 - › Alt 2: pros include affordable housing, bike infrastructure and sidewalks, stormwater improvements, and green infrastructure. Cons include a failure to reduce all parking requirements for mixed-use zoning and no residential housing construction.

- › Most people interviewed favored alternative 2.
- › Alternative 3: No one favored.
- › Preferred alternative: Limited version of Alternative 2. Mixed-use structures up to 8 stories that include affordable housing. Infrastructure improvements to sidewalks and bike lanes, trees, green infrastructure.
 - Pros: Accommodates predicted growth, creates affordable housing, implements green infrastructure, and improves sidewalks and bike paths.
 - Cons: Could lead to scarcity in housing or waste money if changes don't adequately address growth.
- › Don't want high rises but do want to accommodate growth.
- Questions:
 - › We often hear “we don't want Kirkland to be another Bellevue.” What is it about Bellevue that is bad?
 - Answer: It's a matter of urbanization. Bellevue isn't bad in and of itself, but Kirkland and Bellevue are different places in terms of their size as a city. Kirkland is more of a suburban area and Bellevue is more of a city, at least in the downtown area. People want Kirkland to remain like a suburban area.
 - › Did you come across the internal conflict of wanting to encourage types of growth – like more affordable housing, that allows workers to live near where they work – and not wanting to see growth? Is there a conflict between avoiding growth but achieving the economic incentive for more affordable housing?
 - Answer: Yes. There's a challenge between balancing keeping an area suburban and accommodating for growth. There will likely be an influx of people into the city, and we need to accommodate them at least to some extent.

Student Group 5

- Key takeaways:
 - › Alt 1: Pros are limited construction work and keeping things like they are. Cons are that it doesn't account for future development, limited bike lanes and walkways, and no stormwater improvement. This alternative does not meet project objectives.
 - › Alt 2: Pros are that it enhances existing bike lanes and walking, improves stormwater, and predicts some growth. Cons include no major

improvement and not enough bike lanes. This alternative meets project objectives.

- A comfortable transformation, with a livable atmosphere. But not too extreme.
- › Alt 3: Pros include addressing predicted growth, inclusion of green buildings, new retail near the transit center, major stormwater improvements. Cons include obscured skyline and lots of construction. This alternative meets project objectives but makes other goals harder to maintain. Kirkland would become more connected but would require high maintenance to keep the City clean.
- › Preferred alternative: Alternative 2. Offers enough development to support Kirkland's future population. Community engagement with others indicates strong support for Alternative 2.
- Questions:
 - › What does an inclusive district mean to you?
 - Answer: An area where everything comes together and everything is all together as one. Different types of people are all included. A mix of everything. Mixed-use buildings, stores, apartments, different types of buildings that meet everyone's needs.
 - › What would be a worthwhile public benefit that developers could provide in exchange for higher buildings?
 - Answer: Affordable housing, allowing people to be closer to their jobs (creates less pollution from commuting, less traffic), mixed-use buildings to create retail, restaurant, market space. That way, a person can live in an area and be completely sustainable without having to drive 30 minutes away to a grocery store.
 - › Does Kirkland have enough places for people your age to spend time?
 - Answer: Kirkland has a good amount of areas. Lots of parks on Lake Washington Avenue, parks in the Juanita area, new complex downtown (don't recall area). Station Area could provide a new desirable area along the lines of the downtown Redmond shopping area.

Student Group 6

- Key takeaways:
 - › Alternative 2 is the best option for Kirkland.
 - › Pros:

- Supports affordable housing and quality of life for current and upcoming residents. Job and population growth while still preserving the suburban feel.
 - Moderate development with office buildings up to 10 stories.
 - Additional bike routes and sidewalks on key streets to create additional transportation. Provides easier transit to areas near Seattle. Increased transit opportunities can also be fairer for young individuals or people with low incomes. Can make it easier for people to afford housing if they don't need a car – can build additional affordable housing. Incentives for green infrastructure.
 - Reduced parking requirements for certain areas.
 - Stormwater improvements. More trees, stormwater infrastructure for better water quality.
- › Cons: Increased property values, causing a lot of people to have to move out of the area because they won't be able to afford their apartment. A long transition period – a lot of work to be done. In moderate growth, it will take multiple years. People won't want to deal with construction and the traffic issues that go along with constructing bike paths and sidewalks over multiple years.
 - › Better than other alternatives because it encourages better transit for all to encourage more people to move there. Provides youth and people with lower incomes with access.
 - › Alternative 3 would make Kirkland residents very unhappy. Many people moved here because they want to raise families and enjoy a suburban feel. They choose Kirkland over Seattle and Bellevue for this reason. It's important to allow for growth, but maintain this feel.
- Questions:
 - › What does the distinction between urban and suburban mean to you?
 - Answer: Types of shops – e.g., big retail chain stores versus local small businesses. Important to stick to local businesses.
 - › Where should growth occur, given that growth is happening?
 - Answer: All around Kirkland – e.g., Redmond, Seattle, Bellevue – there's options for significant growth. Kirkland is already so congested. Don't have a lot of roads, and they're often under construction. Is any growth attainable for Kirkland without making it so overpopulated that it becomes unenjoyable to live there?

Student Group 7

- Key takeaways:
 - › Alt 1: Pros is that it's inexpensive. Cons include little to no development and that it won't fulfill the project requirements.
 - › Alt 2: Pros include that it maximizes some goals of the project. Gives Kirkland the unique identity it wants. Area can have an increased amount of productivity. Cons: Doesn't meet all the goals of the project and might cause more traffic in the area.
 - › Alt 3: Meets all project goals, as it expands job and housing opportunities. Gives opportunity to not use cars to reduce pollution and increase quality of life. Increased use of transit will provide additional revenues for the city. Sustainable option that uses land effectively. Most desirable option for people to move into the area. Cons include the cost, potential traffic, and limited parking space.
 - › Interview: POC who is a transit rider. Preferred alternative is no action. Does not see buses as a good option for traffic and feels the area is already adequately developed. Buses get stuck in traffic and take time. Need transit that is faster and better for the environment – like rail or subway. Especially true because transit station is not expected to be ready for 10-15 years.⁵
 - › Community engagement discussion with 6 residents: unanimous consensus for alternative 3. Biggest concerns around traffic, parking, and potential tax increases. A growing population in the area needs more space for students to be in schools. Overall, enthusiastic about the changes and growth with alternative 3.
 - › Preferred alternative: Alternative 3. Meets all the project requirements and has greatest development in the City. Need to focus on reducing traffic and not to impact the streets.
- Questions:
 - › What would you think about schools in urban settings, such as a high-rise, as opposed to portables?
 - Answer: I don't think an urban schooling system would be ideal. This would be farthest from what people want and a lot of change. Better to create more schools in the district or to expand existing schools.

⁵ The BRT will be complete in 2025.

- › Did your group discuss the addition of more families and students in the area?
 - Answer: All the schools in LWSD are always needing to expand. Students are having to go to school on campuses that are under construction. Disruptive to the school environment. Might be easier to add another school outside the Station Area.

Student Group 8

- Key takeaways:
 - › Preferred Alternative: Alternative 1. Don't want to see Kirkland turn into another Bellevue.
 - Pros include: Modest office development, minor traffic/parking impacts, minor street work, and includes housing/job growth.
 - Cons include: limited landscaping, not enough construction to assist growing population, no stormwater improvements, no additional affordable housing, a limited amount of eco-friendly buildings, and no additional bike/pedestrian routes.
 - › Group discussion: Talked with three youth.
 - Cons from Alternative 2 and 3: Didn't like the ideas of big buildings being constructed. Would change the characteristics of Kirkland – transition from the small community into a big city. But also didn't love that there wouldn't be any development.
 - Liked that Alternative 1 would allow some development, but not too much.
 - Pros of Alternative 2 and 3 include environmental awareness – green buildings, conservation of resources. Loved the ideas of new biking/walking paths because many don't have cars or driver's licenses and some can't afford to take buses.
 - › Interviews: Interviewed two stakeholders.
 - A business owner who preferred Alternative 3 as it creates more jobs and opportunities for people in Kirkland.
 - A renter who preferred Alternative 1 as it creates minimal disruption, minimizes commercialization, and limits construction.
 - Both interviewees agreed that the project is meeting project goals. Both were concerned about the length of the project.
- Questions:

- › Are there specific reasons that people are concerned about big buildings? Is there a certain type of building that people called out?
 - Answer: No mention of a specific building, but many people felt that communities like Bellevue have their own aesthetic and character, and Kirkland has its own too. Concern was about taking in the characteristics of big buildings because it changes how the city works, how we get around, and what kind of shops and businesses come into the area.

- › One difference between Bellevue and Kirkland is that Bellevue can explore an aquatic center (something Kirkland wants too) in part because it has more resources due to taxation. New jobs and new housing and commercial development in the Station Area could contribute to the resources that Kirkland has, bringing it more in line with Bellevue. What does this group think about these kinds of public benefits?
 - Answer: Those public benefits would be nice, but people choose to live in Kirkland because of what Kirkland has. People like that it's smaller, it has more of a homey feel. Would live in Bellevue if wanted those resources. Losing the soul of Kirkland isn't a fair price to pay.

Student Group 9

- Key takeaways:
 - › Five major community concerns include:
 1. Where will funding come from? What is the necessity of major spending?
 2. Tall buildings blocking views of Lake Washington.
 3. Negative environmental impacts.
 4. Traffic.
 5. Overcrowding in parking in neighborhoods.

 - › Alternative 1:
 - Pros: environmentally friendly, cheap, low building heights.
 - Cons: Rapidly run out of housing, housing prices will increase, traffic will only get worse, lack of improvement to bike lanes and sidewalks.

 - › Alternative 2:
 - Pros: Moderate residential and office development, less parking requirements, additional path and walkways, sidewalks, bike lanes.

- Cons: less parking, less environmentally friendly, and expensive. Concerns around uncertainty about eventual cost.
- › Alternative 3:
 - Pros: Allows the most growth to support TOD, including significant housing production, bike facilities, sidewalks, parking facility, and new environmental standards.
 - Cons: Most expensive, doesn't address traffic, height of buildings, and significant housing production without affordability will attract more outside buyers. This isn't what the current residents of Kirkland wants or needs.
- › Preferred alternative: A mix of Alts and 2. Additions not in either include:
 - Build underground parking garages.
 - Add electric scooters to be more environmentally friendly.
 - Pros: environmentally friendly, little change to development policies, some housing development, some bike lane/sidewalk development. Cons are expensive and more traffic, but costs are inevitable.
 - Helps meet initial goals of development and equity access. Doesn't infringe on traffic and parking access.
- Questions:
 - › What do you think will be the role of cars in Kirkland 20 years from now?
 - Answer: Cars will still be the main option for transportation. It's unrealistic to expect a lot of people to take transit. Cars are so much easier and so much more effective. There are a lot of areas to get to in Kirkland that transit can't access. Most people who use BRT will be the same people who use affordable housing and are limited to the transportation that's available. People who currently have opportunities to use cars will continue to use cars.
 - › What have been your conversation around active transportation? E.g., people who choose to bike or walk instead of using cars.
 - Answer: A lot of the conversations were structured around a theoretical approach around the importance of additional sidewalks and bike lanes. But when you break it down in a practical sense, most people will still choose to travel by car. They might prefer sidewalks when considering other members of the community, but they have more questions around traffic and parking for their own lives.

G City Staff Presentations at Virtual Community Organization Meetings

In the weeks leading up to, and during, the DSEIS public comment period City staff accepted several invitations to present information about the Station Area Plan to various community organizations. Community organization meetings were all held virtually and attended by Senior Planner Allison Zike and/or Planning & Building Deputy Director Jeremy McMahan. Staff presentations generally included a NE 85th St Station Area Plan project introduction, a summary of the three DSEIS alternatives, information about how to provide DSEIS comments or otherwise engage with the project, and responses to questions from the respective membership. Below is a list of community organization meeting presentations and dates that were associated with the DSEIS phase of the project.

- September 21, 2020: North Rose Hill Neighborhood Association
- October 14, 2020: Kirkland Alliance of Neighborhoods
- November 9, 2020: Moss Bay Neighborhood Association
- November 18, 2020: Highlands Neighborhood Association
- December 1, 2020: Everest Neighborhood Association
- December 16, 2020: Highlands Neighborhood Association (with Washington State Dept. of Transportation and Sound Transit staff)
- January 13, 2021: Kirkland Alliance of Neighborhoods
- January 18, 2021: North Rose Hill Neighborhood Association
- January 25, 2021: Kirkland Chamber of Commerce
- February 3, 2021: Norkirk Neighborhood Association



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Memorandum

To: Allison Zike, Senior Planner
From: Erin Ishizaki, Mithun
cc:
Re: Station Area Plan – Draft Supplemental Fiscal Impacts and Benefits Analysis Scope

Date: March 26th, 2021
Project #: 1930000
Project: NE 85th ST BRT Station Area Planning

Executive Summary

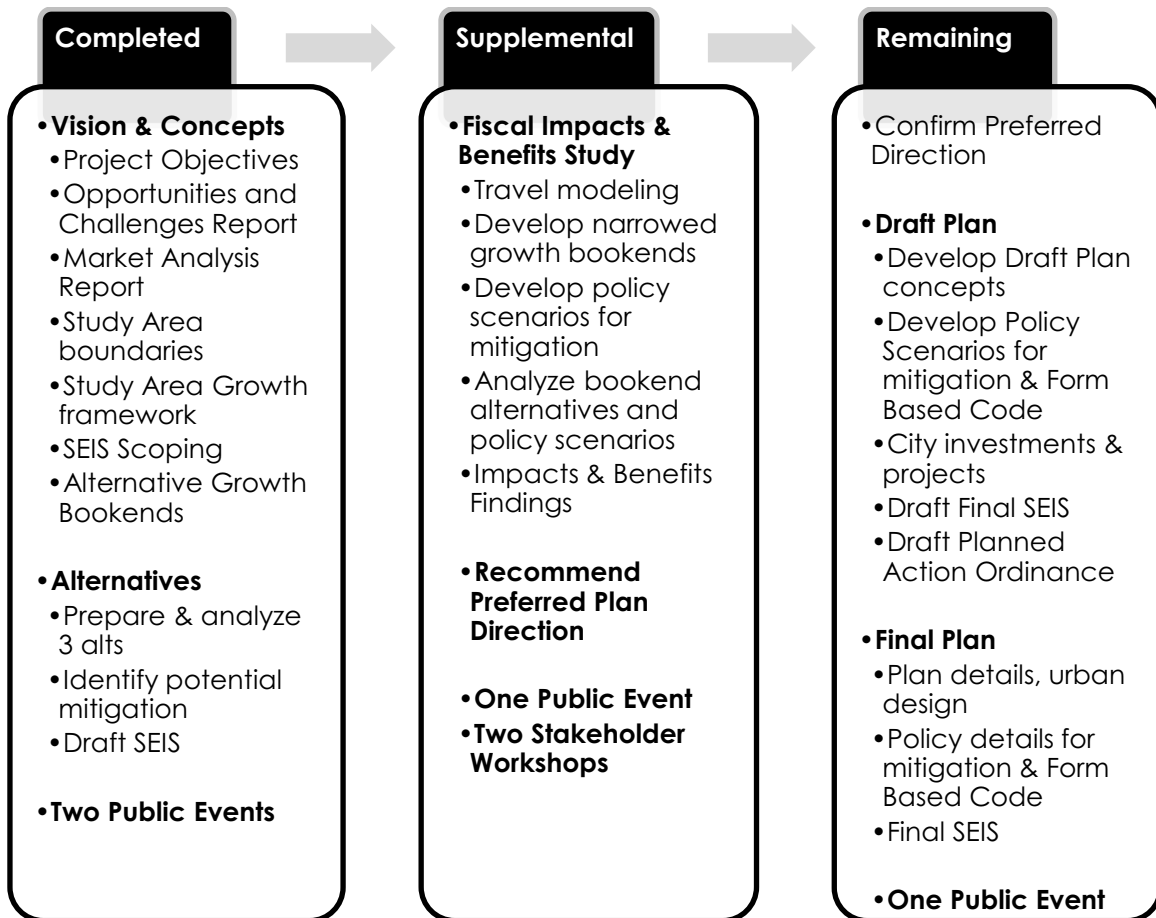
The Northeast 85th St Station Area Plan (SAP) is developing a vision and plan to guide development and investment in the study area surrounding a future BRT Station at NE 85th St and I-405. The project objective is to leverage the WSDOT/Sound Transit I-405 and NE 85th St Interchange and Inline Stride BRT station regional transit investment to maximize transit-oriented development and create the most opportunity for an inclusive, diverse, and welcoming community; value for the City of Kirkland; community benefits including affordable housing; and quality of life for people who live, work, and visit Kirkland.

The SAP project has completed Vision & Concepts as well as Alternatives up to the Draft Supplemental Environmental Impact Statement (DSEIS) stage. Prior to confirming a Preferred Direction in late 2020, the City Council and Planning Commission requested supplemental information to understand the community benefits, tradeoffs, and fiscal impacts of different alternatives. In response, this Scope document describes a proposed approach and workplan for a Supplemental Fiscal Impacts and Benefits Analysis. This supplemental scope is intended to inform the Preferred Direction decision. After that point, the remaining SAP scope, including the Draft and Final Plan, would resume. See the Planning Process Summary below for reference.

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Planning Scope Summary



This supplemental scope of work is a response to that request, and is organized into the following elements:

- **Station Area Plan Integration** activities which support overall progress of this supplemental scope of work and integration with other SAP tasks such as the Final SEIS (FSEIS)
- **Community Benefits & Tradeoffs Analysis** that can assess the feasibility and potential community benefits associated with mitigation strategies and policy scenarios including code and regulatory concepts for the FSEIS, SAP and Form Based Code (FBC)
- **Fiscal Impacts Analysis** that can assess the City's revenues and cost of service, including operations and capital investments required to serve the anticipated level of growth

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Supplemental Fiscal Impacts and Benefits Analysis Scope Summary

This supplemental scope of work is designed to support ongoing SAP tasks, including the development of a **Final SEIS** and **preferred plan direction** by the end of 2021. Key activities are summarized for each major phase of work below.

April-May 2021: Create Upper and Lower Bookend Alternatives for Analysis

During this initial phase of work, the consultant team will conduct additional travel modeling for DSEIS Alternative 2. This step will expand the scope of analysis to include regional travel decisions (eg: drivers finding new routes that go outside the current study area). Based on this more precise understanding of future transportation conditions and summary of public comment to date including potential mitigation strategies, the consultant team and City staff will create two alternatives that reflect upper and lower growth “bookends”. These bookend alternatives will build on the DEIS alternatives, and will be used in the fiscal impacts and community benefits analysis. The project team will present recommended bookend alternatives to City Council and Planning Commission prior to studying them as part of the fiscal impacts and community benefits.

June-October 2021: Fiscal Impacts & Community Benefits Analysis

This phase of work will analyze the upper and lower bookend alternatives in two parallel tracks. The Community Benefits & Tradeoffs analysis will respond to City Council’s request to better understand how development can contribute to the goals of the Plan. It will also be a critical point to confirm mitigation strategies for the final EIS and identify opportunities for reduced fiscal impacts. A set of policy scenarios will test how incentives, regulatory strategies, and other policies can address themes such as schools, housing affordability, and sustainability while maintaining development feasibility for each bookend alternative. In parallel, the fiscal impacts analysis will assess the City’s revenues and cost of service, including operations and capital investments required to serve the anticipated level of growth. The two efforts will be coordinated so that opportunities for community benefits that reduce fiscal impacts are identified. For instance, policies for development to provide open space or more efficient water management may reduce the need for park acquisitions costs or infrastructure upgrades. These studies will culminate with a presentation to City Council and Planning Commission summarizing the findings.

October-December 2021: Final EIS & Preferred Plan Direction

Based on the findings of the Community Benefits & Tradeoffs analysis and Fiscal Impacts analysis, the consultant team will begin developing the final SEIS (FSEIS). This FSEIS will incorporate public comment as well as the findings of recent analysis. Based on FSEIS results and external engagement, the project team will present a staff recommendation for a preferred plan direction to City Council and Planning Commission for review. The preferred plan direction will further refine the bookend alternatives and establish a narrowed range of heights, land use mix, major infrastructure investments, and other urban design concepts that have been studied to date. This will provide the foundation for the development of a final plan, code, and implementation strategies.

END OF EXECUTIVE SUMMARY

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Supplemental Fiscal Impacts and Benefits Analysis Scope and Workplan Proposal

Proposed Approach & Summary of Need

The Station Area Plan For I-405/NE 85th Street BRT Station Area (SAP) is developing a vision and plan to guide development and investment in the study area surrounding a future BRT Station at NE 85th St and I-405. As part of that process, DEIS alternatives were presented to City Council in late 2020. City Council as well as Planning Commission requested additional information to understand the community benefits, tradeoffs, and fiscal impacts of alternatives. This scope of work is a response to that request, and is organized into the following elements:

- **Station Area Plan Integration** activities which support overall progress of this supplemental scope of work and integration with other SAP tasks such as the EIS, including development of two “bookend alternatives” for further study (see Task 1.3 below)
- **Community Benefits & Tradeoffs Analysis** that can assess the feasibility and potential community benefits associated with mitigation strategies and policy scenarios including regulatory concepts for the FSEIS, SAP and Form Based Code (FBC)
- **Fiscal Impacts Analysis** that can assess the City's revenues and cost of service, including operations and capital investments required to serve the anticipated level of growth

This scope of work is designed as a supplement to the Station Area Plan For I-405/NE 85th Street BRT Station Area (City of Kirkland Job Number# 45-19-PB). Additional detail on ongoing SAP tasks, including the development of a Final EIS, can be found in the original contract #32000058. This supplemental scope of work supports and modifies the original contract, including extending the schedule to develop the Final EIS and preferred plan direction by the end of 2021.

Task 1: Station Area Plan Integration

This task will integrate this supplemental scope of work with ongoing work on the SAP, including the development of upper and lower growth “bookend alternatives” that can inform the Fiscal Impacts Analysis as well as the Community Benefits & Tradeoffs Analysis. Task 1.2 will conduct additional transportation modeling to develop a more precise project list for fiscal impact analysis, and Task 1.3 will establish updated upper and lower bookend alternatives using the results of Task 1.2 as well as feedback from the DEIS public comment period.

Task 1.1 Project Management & SAP Coordination

Mithun will lead project management and coordination between the supplemental scope the overall SAP. It is anticipated that this will include regular meetings as described in the attached Proposed Revised Schedule/Workplan:

- **Core Team** one meeting per month focused on overall plan integration.
Attendees: Representatives from Mithun, BERK, the Kirkland Planning Department, and Finance Department.

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- **Working Groups** one meeting a month to discuss the SAP, Fiscal Impacts, and Community Benefits & Tradeoffs. Attendees: Representatives from BERK, Mithun, Kirkland Planning Department, Kirkland Finance Department, and City Manager's Office. Representatives from Public Works, Transportation, and subconsultant will join as necessary (anticipated to be no more than 3-4 meetings).

Task 1.2 Additional Transportation Modeling

Fehr & Peers will participate in a meeting with City Staff to kick-off this task. Afterwards, Fehr & Peers will first modify the 2035 BKR travel demand model to evaluate DSEIS Alternative 2. This re-model will enable the project team and City staff to refine our understanding of the alternative's transportation impacts and how much traffic is expected on NE 85th Street in the larger regional transportation context. The previous DEIS analysis, by primarily studying the local effects within the study area, provided a conservative estimate that didn't account for potential rerouting or other regional travel behavior that might occur in response to changing land use and travel demand. The application of the model will also allow the project team to reallocate land use estimates to maintain citywide control totals (if desired), to document changes in traffic volumes beyond the intersections evaluated in the DEIS, and to understand how existing travel patterns change with the additional growth around the station area.

Before running the model, the land use quantities will be adjusted within the station area as well as in the rest of the City to maintain totals of households and jobs consistent with Puget Sound Regional Council (PSRC) targets, if necessary. Fehr & Peers will coordinate with the City and the project team on the most efficient methodology to implement these changes. As part of the land use update, the Transportation Analysis Zones (TAZ) boundaries and centroid connectors around the station area may be adjusted to better reflect how trips would load onto the roadway network and where the growth is occurring.

After rerunning the model, Fehr & Peers will develop updated intersection forecasts at up to five study intersections along NE 85th to re-evaluate Level of Service in Synchro. Fehr & Peers preliminarily recommends the following intersections, which had impacts in the DEIS analysis and are well-represented in the BKR model:

- NE 85th St & 6th St
- NE 85th St & Kirkland Way/114th Ave NE
- NE 85th St & 120th Ave NE
- NE 85th St & 124th Ave NE
- NE 90th St & 124th Ave NE

The intersection-specific mitigations identified in the DEIS will be applied to these locations as necessary in order to determine if the strategies fully mitigate the impacts, using the criteria established in the DEIS. Evaluating additional intersections that were not studied in the DEIS is included as an optional task. The model results could also be used to evaluate changes in roadway volumes and travel speeds outside of the study area, if

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requested by the City. The results from the BKR model and Fehr & Peers' MainStreet trip generation tool, will also be used to estimate the growth in person trips and any changes in mode of access for project trips. Note that neither tool directly forecasts person trips, but each can be used to estimate changes in mode splits within the project area.

The Project Team would then lead a 2-hour workshop with City staff to discuss the analysis results and develop an approach to define additional alternatives to evaluate. The Project Team will also discuss with City staff which transportation demand management (TDM) policies and strategies that should be incorporated into the final plan to reduce the number of trips generated. A potential menu of strategies and their effectiveness was previously identified in the DEIS, and Fehr & Peers would come to the meeting with a recommended package of TDM strategies and what is needed to implement those strategies.

Following the meeting, Fehr & Peers will coordinate with the consultant team to update the City's model and run the bookend alternatives in the model when ready. The intersection forecasts and Level of Service (LOS) calculations will be updated for the five intersections identified above, and any necessary mitigations will be suggested to meet the performance thresholds. The analysis will be summarized in a short technical memo.

Task 1.3 Prepare Bookend Alternatives and Establish Evaluation Measures

With DSEIS public comment summary and Task 1.2 results as inputs, Mithun will organize and facilitate a City staff charrette to explore adjustments to the DSEIS alternatives to establish upper and lower bookend alternatives to study in Task 2 and Task 3. The goal of this charrette will be to define broad direction for a reduced range of growth that will be studied in the fiscal impacts analysis and community benefits & tradeoffs analysis. Following the charrette, Mithun will further refine the upper and lower bookend alternatives to account for neighborhood transitions, allowable construction types, transportation, and other factors. This refinement will limit itself to the level of detail necessary for Tasks 2 and 3 to begin. These bookend alternatives will set the assumptions for land use mix and development locations that will be held constant for the fiscal impacts study. Mithun will create materials necessary to convey this refinement and the growth intent of the bookend alternatives.

The consultant team will work with City staff to determine the growth assumptions to be modeled in two bookend alternatives:

- **Lower Bookend Alternative**, with continued development of the planning area under current zoning, which will its own requirements for capital and operating investments.
- **Upper Bookend Alternative**, which assumes:
 - EIS Alternative 2 as a starting point for development, mobility strategies, and environmental concepts.
 - A jobs/housing mix optimized to work within the estimated future capacity of the transportation network.
 - Growth that can support the City's regional growth target and absorb known development applications and market interest.

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The consultant team will also work with the City staff to establish fiscal and non-fiscal measures by which the bookend alternatives will be evaluated, including net fiscal impact, housing affordability, greenhouse gas emissions, and other considerations. This subtask will conclude with a brief memo summarizing the proposed bookend alternatives recommended for study in Task 2 and Task 3. A presentation based on this memo will be developed for Planning Commission and City Council review.

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March 26, 2021**Task 1.4 Additional External Outreach & Engagement**

As part of Task 2 and Task 3, the consultant team will organize a series of additional engagement activities. In addition to these activities, City staff will complete additional engagement. Current activities anticipated as part of this task will include:

- **Key Stakeholder Workshops 1 and 2**
BERK and Mithun will collaborate with City staff to design two stakeholder workshops (each 1.5-2 hours in length). The first workshop will focus on gathering feedback to inform the Community Benefits & Tradeoffs analysis. BERK will leverage existing project engagement to identify and invite representatives of key interests to participate in each workshop, facilitate the workshop, and consolidate input into a concise meeting summary.
- **Public Open House 1 and 2**
BERK will reach out to existing project contacts to invite the public to attend two public open houses, including designing outreach materials. Mithun will design and lead facilitation of the public open house events. The first open house will focus on the preferred plan direction, and the second open house will focus on the draft plan. BERK will consolidate public meeting input into a concise meeting summary for each open house.
- **Supplement to Public Open Houses**
BERK will collaborate with City staff to design supplementary engagements around the public open houses. This will be geared toward gathering deeper, more focused input on the preferred plan direction from key stakeholders, including the representatives of key interests that have been engaged throughout the project. Depending on how project timing progresses, there may be an opportunity to collaborate once again with students from Ms. Bethany Shoda's economics classes at Lake Washington High School. BERK will invite and recruit participants, facilitate the engagements, and consolidate input into a concise summary.

Task 1 Deliverables: *Transportation Analysis Technical Memo**, *Proposed Bookend Alternatives memo and associated graphics**, *one set of Presentation materials for preferred plan direction discussion with Planning Commission and City Council**

Task 2. Community Benefits & Tradeoffs

This task responds to the City Council's request for additional information identifying the potential and methods to realize community benefits in each alternative through policies and codes, and the tradeoffs involved in securing these community benefits. This effort will inform preferred mitigation strategies in Task 3 and the development of conceptual code/plan framework. Key activities in this task will involve the development of 2-3 Policy Scenarios that test different packages of community benefits and the physical characteristics of these Policy Scenarios. Each of these policy scenarios will be tested for the bookend alternatives to understand which set of policies performs best for each bookend alternative.

Note: Additional transportation-related services are included at the end of this Task. If approved, these items would happen in parallel to the existing schedule. They are shown separately in the budget.

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March 26, 2021**Task 2.1 Define Policy Scenarios**

The consultant team will work with City staff to refine the scope of community benefits to study as part of this task. These will draw from project objectives and potential mitigation strategies identified in the DSEIS. Topics anticipated to be included are:

- Schools and Civic Amenities
- Housing Choices and Affordability
- Parks, Trails, and Public Realm [incl. tree canopy, habitat]
- Sustainability [incl. building and site performance], Visual Character, and Transitions

Mithun and ECONorthwest will define two initial Policy Scenarios that can test the interlinked tradeoffs and feasibility of community benefit strategies relative to current policy. These Policy Scenarios will consist of a “package” of bundled policy options, including incentives, regulatory tools, and partnership/delivery models such as:

- Bonus/Incentive zoning
- Commercial linkages or other fees
- On-site provision of community amenities
- Special districts like Transportation Benefits Districts or District Parking

Given the wide range of topics, the focus of this analysis will be to identify which strategies have the most benefit and any “thresholds” that may impact overall feasibility of development under different Policy Scenarios. As part of this task, 1 workshop will be conducted with key stakeholders to shape Policy Scenarios to be studied, including City staff and potentially developers and large landowners.

Following the analysis in Task 2.2, Mithun and ECONorthwest will work with staff to define an additional, refined policy package for testing.

Task 2.2 Community Benefits & Tradeoffs Analysis

Once the two initial Policy Scenarios are defined, Mithun and ECONorthwest will evaluate each Policy Scenario for physical and financial feasibility including a development viability perspective. A key feature of this analysis will be linking the urban design/physical implications of different Policy Scenarios through diagrams and other graphics that make the outcomes of each Policy Scenario tangible. Examples of questions that will be addressed through this analysis will include:

- How can development support the need for civic facilities such as schools?
- How could affordable housing be supported through modifications to incentives and/or inclusionary requirements while maintaining development feasibility?
- To what extent could commercial linkage fees support community benefits while maintaining development feasibility?
- How much could sustainability policies such as green building incentives or requirements reduce resource usage that impacts municipal fiscal impacts (water consumption, wastewater handling)?
- What are the opportunities for new delivery models that provide community needs such as public realm improvements, community gathering space, recreation, or parks/open space?

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Outcomes of this task will offer supplemental strategies for meeting community needs that can be used to feed into revenue generation assumptions for the Fiscal Impacts analysis. Initial analysis will include physical and financial feasibility findings for each defined Policy Scenario.

Task 2.2b Share Initial Findings, Revise & Re-evaluate Results

A review of initial findings will include a summary (in slide deck form) of implications and viability of each Policy Scenario. This will be shared with City staff as well as Planning Commission and City Council and coordinated with the fiscal impacts schedule. As part of this task, 2 workshops will be conducted with key stakeholders to evaluate feasibility, including developers, large landowners, and City staff. These workshops will help inform refinement the policies associated with the upper bookend alternative that will be re-evaluated for physical and financial feasibility, and will also be modeled as part of the revision and refinement of Fiscal Impacts analysis (**Task 3.4**). Final results will be packaged into a Community Benefits & Tradeoffs Study memo which will also incorporate highlighted results from Walkshed and Bikeshed Analysis (**Task 2.4**).

Task 2.3 Transit Analysis

Fehr & Peers will lead a workshop with City Staff during which we:

- Recap the bicycle, pedestrian, and transit projects recommended for the study area as part of this project.
- Identify multimodal performance measures/measures of effectiveness for each mode. Fehr & Peers will come with some options for how the City could approach this to serve as a starting point for discussion (e.g. Bike and Pedestrian Level of Traffic Stress 3 or 4 is not acceptable).
- Determine if any additional bicycle, pedestrian, or transit projects are needed to meet the City's desired targets and achieve its multimodal vision.

In preparation for the workshop, Fehr & Peers will review guidance in Kirkland's TMP, ATP, Transit Implementation Plan, and other best practice guides (such as NACTO) for what types of accommodations would be needed to realize the City's multimodal vision for this subarea. Fehr & Peers will also recommend how this workshop interfaces with **Task 1.2**.

After running the modified version of the 2035 BKR model, Fehr & Peers will develop a short memo that summarizes current transit run times and average operating speeds in the study area, how those change under one alternative (either Alternative 2 or a modified Alternative), and what impacts that would have on speed and reliability for transit. The memo will build upon the text already included in the DSEIS to better tell the story about how transit is impacted by increased transportation trips in the study area as a result of the proposed development.

The consultant team will participate in a meeting with City staff and key transit agencies, such as King County Metro and Sound Transit, to discuss concerns, brainstorm additional mitigations, and identify next steps.

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March 26, 2021**Task 2.4 Walkshed and Bikeshed Analysis**

Fehr & Peers will conduct additional analysis and craft additional narrative that builds on the DSEIS in order to better tell the story of how the proposed development benefits people walking and biking in Kirkland.

Fehr & Peers will develop one low-stress bicycle map and one low-stress pedestrian map to show cyclist and pedestrian comfort on every street in the study area under existing conditions. The low-stress bicycle map will be based on OpenStreetMap data, and the low-stress pedestrian map will be based on available City data to be determined in collaboration with City Staff but could include presence of sidewalks and buffers, the number of travel lanes and posted speed limit of the adjacent street, and the presence of commercial driveways. Fehr & Peers will develop one low-stress bicycle map and one low-stress pedestrian map under the upper bookend alternative to show how gaps in connectivity are filled by this project.

Fehr & Peers will also develop one existing walkshed and one existing bikeshed to show how far people can get from the NE 85th Street Station within 10 minutes under existing conditions using low-stress facilities. We will then develop one future walkshed and bikeshed to show how much further people can travel as a result of the bicycle/pedestrian improvements proposed in the upper alternative bookend. The sheds would account for topography, as this is an important consideration in the study area. Fehr & Peers will incorporate this narrative, the Level of Travel Stress (LTS) maps, and the walkshed/bikeshed maps in a short memo. We would qualitatively analyze the sheds and call out destinations that would now be able to be reached as a result of this project.

Task 2 Deliverables: *Graphics and materials for 1-3 workshops*, one memo and set of presentation graphics for both Planning Commission and City Council on potential Policy Scenarios (to be presented alongside Fiscal Analysis presentation materials)*, Existing/ Upper Bookend Alternative walkshed and bikeshed diagrams*, Walkshed and Bikeshed memo*, one packaged Community Benefits Study memo and presentation graphics for Planning Commission and City Council**

Requested Additional Transportation Services

The following services were requested and are provided here as optional additions to the core scope of work provided.

Interchange Analysis

As part of this optional task, Fehr & Peers would evaluate traffic operations at the interchange with I-405 for the Upper Bookend Alternative. This analysis would use the microsimulation model that WSDOT has already developed at this location, and the project team would update the demand inputs to reflect the growth associated with the project. The model would be used to calculate changes in delay and queuing along 85th Street as well as on the ramps to and from I-405.

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March 26, 2021**Analyze Additional Intersections**

If requested by the City, in order to respond to comments on the DEIS, we will evaluate up to 10 additional intersections under existing conditions, future no build conditions, and the upper bookend alternative. The analysis would consider delay and LOS, queuing, safety, and non-motorized performance. The additional analysis could include entirely new intersections or evaluating AM peak hour operations at some intersections that we already studied during the PM peak hour. Studying a new intersection during the AM and PM peak hours would be considered two additional intersections.

Collision Analysis

Fehr & Peers will conduct additional analysis to better understand collisions in the study area and potential improvements to enhance safety. We can take one of two approaches:

Option 1: Collision Trend Based Project List (recommended)*

Fehr & Peers will expand on the safety analysis already completed (collision rates and where Killed or Severely Injured (KSI) collisions occurred) by reviewing collision data to identify collision trends in the study area, such as severity, causes, and types (e.g. rear end, angle, pedestrian, freight, etc.).

Fehr & Peers will identify a list of potential countermeasures that might be applied in the study area, which have data-backed Crash Modification Factors (CMFs) from the Crash Modification Factors Clearinghouse. We will apply the CMFs to up to 10 collision hot spots in the study area based on the collision trends identified. The CMFs will be used to evaluate an assumed reduction in collisions if no other changes occur. The reduction will be estimated based on a percent reduction of collision types or severities (i.e. a percent reduction in pedestrian related collisions). This analysis will aide decision makers in understanding the magnitude of benefit that identified countermeasures would be likely to have at project locations for the planning of future projects, but is not intended to project a number of reduced collisions.

Fehr & Peers will then develop a list of recommended safety projects for the study area that balances effectiveness at reducing collisions and cost feasibility. We could develop cost estimates for these projects, as described under Task 2.5 Cost Estimates.

**This option is recommended because it was estimated to provide a good compromise between level of effort/cost and the issues identified in discussion with City staff.*

Option 2: Highway Safety Manual Predictive Safety Analysis

Fehr & Peers will provide a predictive safety analysis for up to 10 identified frequent collision locations (intersections or segments). The analysis will follow WSDOT's Safety Analysis Guide. Existing collision data and applicable Highway Safety Manual (HSM) Safety Performance Functions (SPF) and worksheets will be used to evaluate the baseline condition. Future traffic growth and estimated collisions will be forecasted for a no-action alternative. Up to 2 mitigation alternatives for each location will be evaluated

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using the HSM worksheets to estimate a reduction in future collisions and calculate a societal cost safety benefit. This benefit can be evaluated against the cost of the proposed project to determine alternatives with the highest cost-benefit ratio, to aid the City in prioritizing safety improvements. These costs can also be used in funding requests and grant applications for project funding.

Task 3: Fiscal Impacts Analysis

This task will focus on assessing the City's revenues and cost of service, including operations and capital investments required to serve the anticipated level of growth in each bookend alternative. Key questions to be answered in this analysis include:

- What revenues can the City expect associated with the proposed redevelopment of the area?
- What will it cost the City and its partners to most efficiently serve this area with infrastructure and municipal services?
- How would changes in the magnitude, location, and mix of residential and commercial uses affect net fiscal impacts and non-fiscal policy goals?

The following assumptions guide our proposed approach:

- Modeling must be Kirkland- and planning area-specific.
 - Revenues in the first round of fiscal analysis will be based on Kirkland's tax and fee structure, using the best available information for comparable development. As noted below, the second iteration will allow for targeted changes in tax and fee policy.
 - Costs should not be based only on simple FTE or per capita formulas but reflect Kirkland's actual anticipated costs to serve the area as well as be relevant to adopted levels of service (LOS). This should be derived from the City's costs to serve comparable geographies and by identifying creative opportunities to serve the area as efficiently as possible by leveraging existing capacity.
- The model will allow iterative modification of key levers including pace of development/rate of growth, rate of service demand, tax and fee policies, and consideration of the impact of timing of significant individual developments.
- As noted above, the fiscal analysis will be informed by growth assumptions established in **Task 1.3**, above, including a Lower Bookend Alternative, with continuation of current growth trends, and an Upper Bookend Alternative, which will be a modified version of Alternative 2.
- The analysis will be a multi-team effort requiring coordination among consultants and the City.

Stepwise Approach

Task 3.1 will lead with revenue analysis, followed by cost analysis. Costing and strategies for providing City and partner services in **Task 3.2** will be informed by anticipated revenue levels. Costs for infrastructure investments in **Task 3.3** will be informed by

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modeling of growth impacts on transportation, water/wastewater, and stormwater/surface water systems. Results of these the first round of modelling will be shared at the third meeting of the Working Group at the end of August in **Task 3.4**. Based on review of projected revenues, costs, and the net fiscal impact of growth, a second iteration of the fiscal analysis will consider adjustments to the key levers noted above (pace/timing of development and/or adjustments to tax and fee policy). This second round of analysis will be completed in September, with **Task 3.5** report development and presentation of draft fiscal findings to Council in October.

Task 3.1 Revenue Analysis

The consultant team will estimate City and partner tax and fee revenues affected by development in the area using the following proposed approach. Each revenue source will be examined to determine magnitude and timeline of revenue, as well as receiving party and applicable uses. The list of revenues in the table below focuses on the primary revenue sources anticipated in the station area that are likely to be affected by the bookend alternatives. Should the City request analysis of other revenues (e.g., lodging tax, building permit revenue, EMS levy, gas tax, planning fees and plan check fees, emergency transport fee, franchise fees, and/or engineering development fees), these will be considered on a case-by-case basis for whether they can be accommodated within the existing budget. The final list of revenues to evaluate and proposed approach will be confirmed with the project Working Group and coordinated with the Policy Scenarios developed as part of the Community Benefits & Tradeoffs Study. ECONorthwest will conduct the revenue analysis and provide results to BERK to integrate into the overall fiscal impacts analysis.

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Source	Approach
Sales Tax on New Construction	<ul style="list-style-type: none"> ECONorthwest will estimate based on development assumptions.
Property Tax	<ul style="list-style-type: none"> ECONorthwest will estimate net impact based on development assumptions and current assessed value by categories of uses in study area.
Sales Tax	<ul style="list-style-type: none"> ECONorthwest will estimate net impact based on development assumptions and current businesses generating retail sales tax revenue in study area.
Revenue Generating Regulatory License Fee (“Head Tax”)	<ul style="list-style-type: none"> ECONorthwest will estimate net impact based on development assumptions and current businesses in study area.
Utility Tax	<ul style="list-style-type: none"> ECONorthwest will estimate gross operating revenues generated in the station area for electric, natural gas, water, sewer, surface water, solid waste, telephone, and cable TV utilities and apply Kirkland specific tax rates.
Real Estate Excise Tax	<ul style="list-style-type: none"> ECONorthwest will estimate based on development assumptions, market rate sales prices and mortgage rates.
Transportation Impact Fee	<ul style="list-style-type: none"> ECONorthwest to estimate based on fee schedule and development assumptions.
Parks Impact Fee	<ul style="list-style-type: none"> ECONorthwest to calculate based on fee schedule and development assumptions.
Lake Washington School District Impact Fee	<ul style="list-style-type: none"> ECONorthwest to calculate based on fee schedule and development assumptions.
Cascade Water Alliance Regional Capital Facilities Charge	<ul style="list-style-type: none"> ECONorthwest to calculate based on development assumptions.

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March 26, 2021**Task 3.2 Cost Analysis: City and Partner Services**

BERK will coordinate with City departments and partners to determine the most cost-effective ways to provide services under the bookend alternatives. This will include consideration of ongoing operating costs and upfront capital investments. Consideration of each functional area is shown on the following pages.

In general, the consulting team will meet twice with staff of departments responsible for each service:

Meeting 1

- Review growth assumptions and anticipated revenues (based on projected revenue generation for dedicated funds and historical share of City General Fund)
- Discuss how to serve and approach to cost modeling.

Meeting 2

- Review cost model results and solicit feedback for refinement.

General Government

Key Questions	<ul style="list-style-type: none"> ▪ How will redevelopment affect staffing and costs for the City's general government functions, including staff at City Hall, Public Works staff responsible for operations and maintenance of the area, and others?
Inputs and Analysis	<ul style="list-style-type: none"> ▪ Consultants will facilitate discussions with leadership from affected departments, as well as budget staff who focus on these areas. These discussions will consider: <ul style="list-style-type: none"> ▪ The actual cost to serve portions of the Kirkland community with comparable land uses. ▪ Whether City Hall and other existing City facilities can absorb the additional increment of staffing required to serve the area. ▪ The actual cost to establish programmatic mitigation measures, e.g. expanded transportation demand management program using comparable examples. ▪ BERK will model anticipated operations and capital costs and share the analysis with the above team for review.
Outputs	<ul style="list-style-type: none"> ▪ Phased estimates of anticipated operating and capital costs required to serve the area.
City Staff Obligations	<ul style="list-style-type: none"> ▪ Consultation and review of draft analysis by department leadership and appropriate budget staff.

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Police & Fire

Key Questions

- What level of additional public safety staffing will be required to serve the area, e.g. to address increased calls for service?
- Will new or expanded facilities or equipment be required e.g. to meet response time objectives?

Inputs and Analysis

- Consultants will facilitate discussions with police and fire leadership and support planning staff, as well as budget staff who focus on public safety issues. These discussions will consider:
 - The actual cost to serve portions of the Kirkland community with comparable land uses.
 - Opportunities to serve the area as efficiently as possible, including shifting capacity from elsewhere in the community.
 - Facility and equipment needs.
- BERK will model anticipated operations and capital costs and share the analysis with the above team for review.

Outputs

- Phased estimates of anticipated operating and capital costs required to serve the area.
- Identification of opportunities to reduce costs by adjusting the timeline, magnitude, location, and land use mix planned for.

City Staff Obligations

- Consultation and review of draft analysis by public safety leadership, planning staff, and budget staff.

Parks

Key Questions

- What acquisition of additional parks space and facilities will be required to maintain adopted LOS in the Parks, Recreation, and Open Space (PROS) Plan and pending LOS of the PROS Update? How can this space be created efficiently given current and planned redevelopment in the area?
- How would capital costs compare to anticipated parks impact fees and other potential revenue sources, including potential developer investment through incentive programs as identified in scenarios developed in the Community Benefits study?
- How will this increase affect parks department maintenance and operations staffing and costs?

Inputs and Analysis

- Consultants will facilitate discussions with Parks and Community Services staff, as well as appropriate budget staff. These discussions will consider the above key questions.
- BERK will model anticipated operations and capital costs and share the analysis with the above team for review.
- Coordination with Mithun and Community Benefits & Tradeoffs Study to identify strategies that will lead to multi-benefits solutions.

Outputs

- Phased estimates of anticipated capital and ongoing operating and maintenance costs required to serve the area.
- Potential mix of revenue with impact fee and potential fee in lieu foregoing a portion of onsite open space.
- Identification of opportunities to reduce costs by adjusting the timeline, magnitude, location, and land use mix planned for.

City Staff Obligations

- Consultation and review of draft analysis by Parks and Community Services staff, as well as appropriate budget staff.

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Schools

Key Questions

- How many new students will be generated by planned housing units? What are trends in student generation in existing dwellings not captured by the LWSD capital facility plan student generation estimates?
- Can this additional population be served by existing school facilities or will new capital investments be required? What regulatory changes in the alternative would help facilitate needed investments (per SEIS, height changes at LWHS are proposed) as coordinated with the Community Benefits study? What urban models of schools in new development should be considered (e.g. schools in new office or residential developments)?
- How would such costs compare to anticipated capital facility plan investments, school impact fees, and other potential revenue sources?

Inputs and Analysis

- BERK will facilitate discussions with LWSD staff, as well as appropriate budget staff. These discussions will consider the above key questions. Case studies (up to three) of similar urban schools can be evaluated.
- BERK will model anticipated capital costs based on direction from LWSD and share the analysis with the above team for review.

Outputs

- Phased estimates of anticipated capital investment costs required to serve the area.
- Identification of opportunities to reduce costs by adjusting the timeline, magnitude, location, and land use mix planned for.

City Staff Obligations

- Consultation and review of draft analysis by appropriate budget staff.

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Franchise Utilities: Waste and Power

Key Questions	<ul style="list-style-type: none"> How will growth of the area impact franchise providers of waste management and power?
Inputs and Analysis	<ul style="list-style-type: none"> We anticipate going to less depth on this topic than on others. BERK will meet with providers and appropriate budget staff to review the area and discuss bookend alternatives and their implications for service delivery and capital facilities.
Outputs	<ul style="list-style-type: none"> Considerations for proposed growth timeline, location, and mix if power infrastructure is a constraint.
City Staff Obligations	<ul style="list-style-type: none"> Consultation and review of draft analysis by appropriate budget staff.

Task 3.3 Cost Analysis: Infrastructure Topics

BERK will coordinate with City departments, infrastructure consultants, and partners to determine the most cost-effective ways to provide infrastructure and related services under the bookend alternatives. This will include consideration of ongoing operating costs and upfront capital investments, engaging the City's infrastructure consultants as necessary to model infrastructure requirements needed to meet the City's established levels of service. Consideration of each functional area is shown on the following pages. As with City and Partner services, we anticipate two meetings with staff for each functional area.

Transportation and transit infrastructure are addressed under **Task 1**, above.

Water & Wastewater

Key Questions

- What infrastructure investment will be required to serve the anticipated level of growth? How does it differ from adopted capital plans? How would necessary investments affect growth phasing?
- What is the best way to capture the added costs from new development?

Inputs and Analysis

- Consultants selected by the City will model the anticipated impacts of planned redevelopment to identify necessary investment in water and wastewater infrastructure.
- Mithun to provide sustainability Policy Scenarios from Community Benefits Study for modeling potential reduced impacts
- The results of preliminary analysis will be workshopped with City staff to identify potential strategies to optimize investments and maintain LOS.

Outputs

- Investment requirements for water and wastewater infrastructure to achieve desired level of service.

City Staff Obligations

- Consultation and review of draft analysis.

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Stormwater & Surface Water

Key Questions

- What is the cost/benefit of the proposed blue and green streets in the bookend alternatives?
- Would new areawide surface water infrastructure investment be required to serve the anticipated level of growth beyond what is anticipated in applicable basin plans onsite implementation of surface water management per adopted manuals?

Inputs and Analysis

- Consultants selected by the City will model the anticipated impacts of planned redevelopment to identify necessary investment in stormwater and surface water infrastructure.
- Coordination with Mithun to identify cross-cutting strategies that will lead to benefits across topics, included developing blue street design.
- Mithun to provide sustainability Policy Scenarios from Community Benefits Study for modeling potential reduced impacts
- The results of preliminary analysis will be workshopped with City staff to identify potential strategies to optimize investments and maintain LOS.

Outputs

- Investment requirements for stormwater and surface water infrastructure to achieve desired level of service.

City Staff Obligations

- Consultation and review of draft analysis.

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March 26, 2021**Task 3.4 Share Initial Findings, Revise Assumptions, & Reevaluate Results**

The consulting team will summarize findings from the first round of analysis in slide deck format and share them with the Working Group. Discussion will focus on:

- Key drivers of revenues and costs for each topical area.
- Net fiscal impacts by topic area and for the City and its partners overall.
- Strategies to refine planning and cost assumptions.

The consulting team will work with City staff to revise key levers noted above. The results of this work will be shared in the fourth meeting of the Working Group, which will also serve to prepare presentation of the work to Council.

Task 3.5 Report & Presentation

The consulting team will develop a summary report, including integration with the Community Benefits & Tradeoffs analysis. Key members of the team will collaborate with City staff to present the results of the work to Council.

Task 3 Deliverables: *One memo and set of presentation graphics for City Council on Fiscal Analysis (to be presented alongside community benefits & tradeoffs presentation materials)*.*

END OF PROPOSAL

NE 85th Station Area Plan - Proposed Schedule

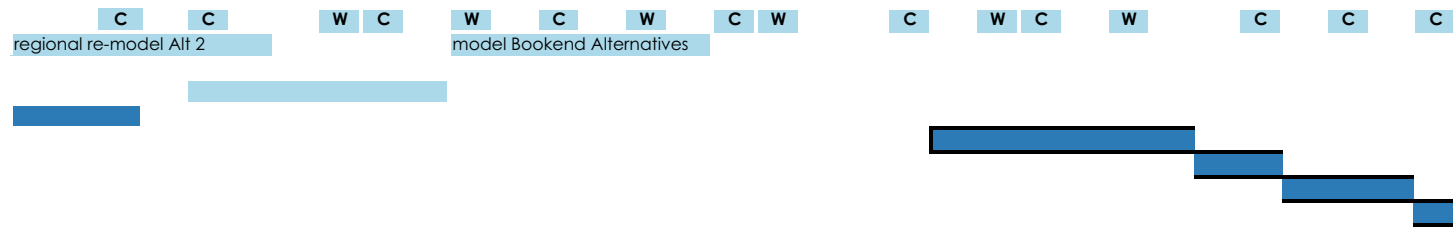
March Week 1 2 3 April 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 Oct Nov 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55

1.0 Station Area Plan Integration

- 1.1 Project Management/SAP Coordination
- 1.2 Additional Transportation Modeling

1.3 SEIS

- 1.3 Prepare Alt 1 and 2 for Study and Establish Evaluation Measures
- Synthesize DSEIS Comments
- Develop FSEIS
- Staff Review FSEIS
- Incorporate Staff Edits
- Prepare FSEIS for Print



2.0 Community Benefits and Tradeoffs

- 2.1 Define Policy Scenarios
- 2.2 Community Benefits and Tradeoffs Analysis
- 2.2b Share Initial Findings, Revise & Re-evaluate Results
- 2.3 Transit Analysis
- 2.4 Walkshed and Bikeshed Analysis



3.0 Fiscal Impacts Analysis

- 3.1 Revenue Analysis
- 3.2 Cost Analysis: City and Partner Services
- 3.3 Cost Analysis: Infrastructure Topics
- 3.4 Share Initial Findings, Revise Assumptions, & Re-evaluate Results
- 3.5 Report & Presentation



1.4 Outreach and Engagement

- Staff/Internal Meetings
- Commission Meetings
- Council Meetings
- External Stakeholder Meetings



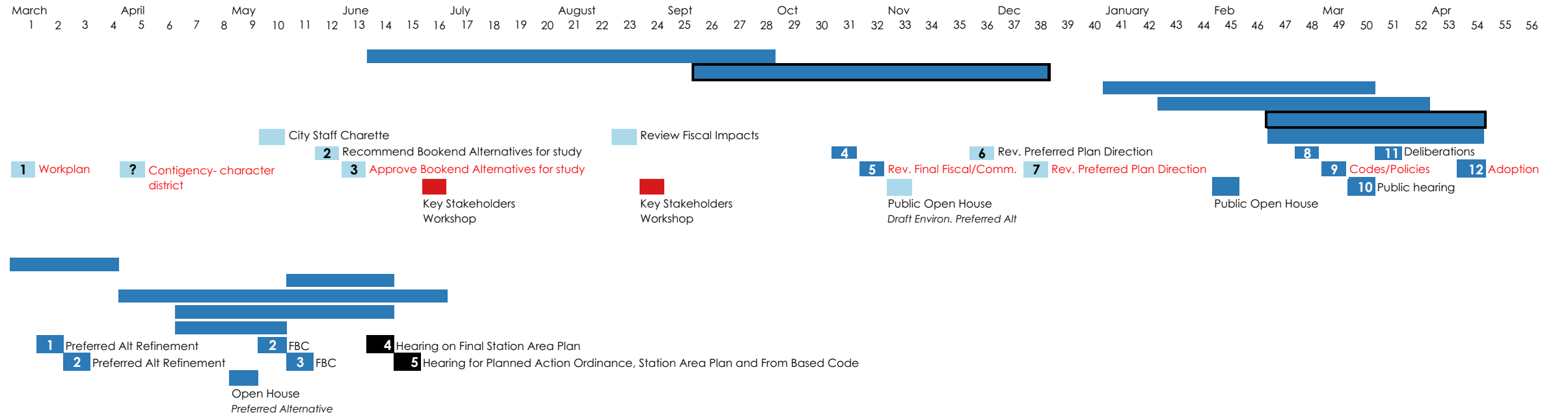
1.5 Draft Station Area Plan

- Develop Station Area Plan
- Develop Conceptual Plan Framework incl. Policy Scenario
- 1.6 Form-Based Code
- 1.7 Planned Action Ordinance



- Plan Integration (Not in current scope of work)
- C Core Team Meeting
- W Working Group Meeting
- Existing SAP Scope
- Community Benefits & Tradeoffs Study
- Fiscal Impacts Study

NE 85th Station Area Plan - Proposed Schedule Comparison





CITY OF KIRKLAND
Parks & Community Services
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie Miller, Human Services Supervisor
Regi Schubiger, Youth Services Coordinator

Date: March 25, 2021

Subject: 2021 SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

RECOMMENDATION:

That the Mayor proclaim April 2021 as Sexual Assault Awareness Month in Kirkland, Washington.

BACKGROUND DISCUSSION:

Sexual violence is a major public health, human rights and social justice issue. The national theme for this year's Sexual Assault Awareness Month is "We Can Build Safe Online Spaces." Sexual harassment, assault, and abuse can happen anywhere, including in online spaces. As we connect online, we can learn how to practice digital consent, intervene when we see harmful content or behaviors, and ensure that online spaces - whether they be workspaces, classrooms, social media platforms, or otherwise - are respectful and safe.

The pandemic has pushed many online for work, education, and for essential services. While there are upsides and opportunities inherent in our online spaces, the expanded presence of technology has also presented risks, in particular for young people. As savvy as many young people are at navigating this space, community stakeholders need to make sure young people know how to respectfully interact and engage with others, how to be savvy media consumers, and to know where resources exist for fact-based information, both "in real life" and how those lessons apply to online interactions. To be effective in shifting attitudes and behaviors, those lessons must be reinforced and supported at home, in school, and in our neighborhoods. By proclaiming this month of awareness, we help engage the whole community in this important conversation.

You can find more information about national Sexual Assault Awareness Month efforts and resources [here](#) on the National Sexual Violence Resource Center (NSVRC) website.

The King County Sexual Assault Resource Center provides services to Kirkland residents and all of King County. Its purpose is to alleviate, as much as possible, the trauma of sexual assault for victims and their families. KCSARC offers resources for victims, their families and the community. KCSARC is available 24-hours a day through their Resource Line, which is staffed by professional advocates. This is the only resource of its kind in King County. 888.99.VOICE KCSARC asks the community to join them in demanding change. They encourage supporters, leaders, and the community to speak up about sexual violence. Demand a world without sexual violence. Challenge norms by taking a stand in difficult conversations about sexual violence. Don't excuse victim-blaming. Information to access services or to support KCSARC's mission is available at kscarc.org.

Prevention is possible when everyone gets involved. KCSARC encourages us to talk to the young people in our lives about consent and healthy relationships. Use [He Told Me Not To Tell](#) (for conversations with children) and [100 Conversations](#) (for conversations with youth) to guide your discussions.

To bring awareness to this issue in Kirkland, staff will share this proclamation and links to KCSARC resources via the City of Kirkland website and social media.

Marinx Brinkhoff representing the King County Sexual Assault Resource Center will accept the proclamation.

Attachments: Proclamation



A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming Sexual Assault Awareness Month April 2021 in Kirkland

- Whereas:** In Washington State, 45% of women and 22% of men report having experienced sexual violence in their lifetime; and
- Whereas:** In King County, 7,152 adults and children received specialized assistance from organizations with programming for sexual assault victims in 2020; and
- Whereas:** Rape is among the most underreported crimes for reasons that include victim's fear of being disbelieved or further traumatized within systems designed to support them. Additional barriers, such as language, immigration status, gender bias, and systemic racism further oppress and silence victims; and
- Whereas:** Individual and community impacts of sexual violence are rooted in and compounded by racial, gender, sexual orientation and other forms of oppression. Black, Indigenous and other people of color; people living in poverty; LGBTQ people; elders; people with disabilities and other people targeted by oppression are affected by sexual violence in significant and complex ways; and
- Whereas:** Statewide, 29% of the survivors who were supported by a community sexual assault organization identified as Black, Indigenous and people of color in 2019. Of those identifying ethnicity, 21% identified as Latinx/Hispanic;
- Whereas:** King County is home to many organizations that provide culturally and linguistically specific services for survivors from various racial, ethnic, faith, and cultural communities, who are immigrants and refugees, who are LGBTQ, and who live with disabilities. These culturally specific services are critical to effectively respond to the specific needs and barriers many survivors face; and
- Whereas:** Sexual harassment, assault and abuse happen in all communities, and that includes online spaces. With this increase in virtual connection comes an increase in online abuse and harassment. Consent and boundaries can be violated online in a number of ways, and the trauma of online abuse is all too real for many survivors; and
- Whereas:** Working together as a community, we can alleviate the trauma of sexual violence by ensuring supportive resources are available to all survivors, while standing up to harmful attitudes and behaviors seen online and elsewhere; and
- Whereas:** 2021 marks the twentieth anniversary of Sexual Assault Awareness Month, and the theme of this year's campaign is "We Can Build Safe Online Spaces." The campaign

calls on us to create online spaces that are built on the foundational values of practicing consent, keeping kids safe, and supporting survivors.

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland join advocates and communities throughout King County in taking action to prevent sexual violence by standing with survivors and proclaiming April 2021 Sexual Assault Awareness Month.

Together, we commit to a safer future for all children, young people, adults, and families in our community.

Signed this 6th day of April, 2021

Penny Sweet, Mayor



KIRKLAND CITY COUNCIL MEETING MINUTES March 16, 2021

1. CALL TO ORDER

Mayor Penny Sweet called the study session to order at 5:30 p.m. and called the regular meeting to order at 7:30 p.m.

2. ROLL CALL

ROLL CALL:

Members Present: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Members Absent: None.

3. STUDY SESSION

a. Sound Transit Capital Program Realignment and I-405 Stride Bus Rapid Transit

Transportation Manager Joel Pfundt, Sound Transit Deputy Executive Director of the Planning, Environment and Project Development Department Matt Shelden, Sound Transit Bus Rapid Transit Director Paul Cornish, Washington State Department of Transportation 10405/SR 167 Program Administrator Lisa Hodgson, and WSDOT NE 85th St Project Engineer Diana Giraldo, provided an update regarding the Sound Transit capital projects realignment process, I-405 Stride Bus Rapid Transit (BRT), and NE 85th Street Interchange and In-line Station, responded to questions and received Council feedback.

4. EXECUTIVE SESSION

a. To Discuss Potential Litigation

Mayor Sweet announced that the Council would enter into executive session to discuss potential litigation and would return to the regular meeting at 7:30 p.m., which they did. Also attending were City Manager Kurt Triplett, City Attorney Kevin Raymond, Deputy Manager Tracey Dunlap, Jim Lopez, Stephanie Croll, Julie Underwood, and Kelli Jones.

5. HONORS AND PROCLAMATIONS

a. Women's History Month Proclamation

Mayor Sweet asked Councilmembers Curtis and Falcone to read the proclamation designating March 2021 as Women's History Month in the City of Kirkland.

b. National Safe Place Week Proclamation

Mayor Sweet asked Councilmember Pascal to read the proclamation designating the week of March 21 through March 27, 2021 as National Safe Place Week in the City of Kirkland.

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Sharon Sherrard
Rick Balakier
David Allen
Katya Allen
Kristin Dixon
Deirdre Johnson

c. Petitions

7. PUBLIC HEARINGS

None.

8. SPECIAL PRESENTATIONS

a. COVID-19 Update

(1) Virtual Service Center Update

City Manager Kurt Triplett and Facilities Services Manager Chris Dodd presented the schematic design and estimated cost of a Virtual Service Center and provide Council direction.

(2) 2020 CARES Act Funding Update

Human Services Supervisor Leslie Miller provided information about residential eviction programs.

b. Resolution R-5434 Update

Mayor Sweet read a statement to acknowledge and condemn recent acts of hatred against Asian Americans.

Kurt Triplett then presented and overview of a draft letter to invite the Houghton Community Council to participate in the recent equity assessment efforts prior to their upcoming election.

Motion to Approve the draft letter to the Houghton Community Council and authorize the Mayor to sign and send the letter to the Houghton Community Council on behalf of the City Council.

Moved by Councilmember Kelli Curtis, seconded by Councilmember Neal Black
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

9. CONSENT CALENDAR

a. Approval of Minutes

(1) March 2, 2021

b. Audit of Accounts

Payroll \$3,057,817.53
Bills \$2,235,174.60
TB0303 Checks #718183-718289
HS033B Wire #297
HS305A Wire #299
HS305A Wire #300
HS224B Wire #298
TB0310 Checks #718290-718404
HS0310A Wire #301
HS0310A Wire 302

c. General Correspondence

d. Claims

e. Award of Bids

(1) NE 120th Street Water Quality Treatment Project

Council awarded the construction contract for the NE 120th Street Water Quality Treatment Project (Project) to Accord Contractors of Bellevue, Washington, in the amount of \$238,210.48, via approval of the consent calendar.

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

h. Other Items of Business

- (1) Resolution R-5470 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AMENDMENTS TO THE CITY OF KIRKLAND CITY COUNCIL POLICIES AND PROCEDURES INCLUDING COUNCIL GOALS AND AUTHORIZING THE CITY MANAGER TO EXTEND EXPIRING CITY ADVISORY BOARD AND COMMISSION MEMBER TERMS THROUGH MAY 2021."

The Resolution was approved via approval of the consent calendar.

- (2) Declaration of Surplus Vehicles and Equipment

The list of equipment/vehicles declared surplus and to be disposed of, as presented, was approved via the consent calendar.

- (3) January 2021 Financial Dashboard

The report was acknowledged via approval of the consent calendar.

- (4) Procurement Report

The report was acknowledged via approval of the consent calendar.

Motion to Approve the Consent Calendar.

Moved by Councilmember Jon Pascal, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

10. BUSINESS

- a. Interlocal Agreement with the City of Redmond Regarding the Proctor Willows Private Development

Utility Manager Josh Pantzke provided an overview of the proposed agreement with the City of Redmond for a domestic water system intertie between Kirkland's and Redmond's systems to facilitate the Proctor Willows private development in Redmond.

- (1) Resolution R-5471, Approving an Interlocal Agreement with the City of Redmond to Authorize an Intertie Between the Cities' Service Areas at the NE 124th Street and Willows Road NE Intersection, and Authorizing the City Manager to Execute Said Agreement on Behalf of the City of Kirkland

Motion to Approve Resolution R-5471 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF REDMOND TO AUTHORIZE AN INTERTIE BETWEEN THE CITIES' SERVICE AREAS AT NE 124TH STREET

AND WILLOWS ROAD NE INTERSECTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND."

Moved by Councilmember Neal Black, seconded by Deputy Mayor Jay Arnold

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

b. 2021 State Legislative Update #5

Intergovernmental Relations and Economic Development Manager Lorrie McKay provided an update on legislative activities to date related to the City's adopted 2021 legislative priorities.

Motion to Change the Council's position on ESHB 1054, Establishing requirements for tactics and equipment used by peace officers, from Monitor to Support on the City's adopted 2021 legislative priorities, and directs the Legislative Workgroup to pursue the amendments outlined in the staff memo.

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Kelli Curtis

Vote: Motion carried 5-2

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, and Mayor Penny Sweet.

No: Councilmember Toby Nixon, and Councilmember Jon Pascal.

Council recessed for a short break.

c. Fire Proposition 1 Implementation Plan

Deputy City Manager Tracey Dunlap and Management Analyst Andreana Campbell provided an overview of the resolution; Deputy Fire Chief Dave Van Valkenburg also responded to Council questions.

- (1) Resolution R-5469, Approving the Fire and Emergency Medical Services Proposition 1 Implementation Plan to Improve Fire and Emergency Medical Services Response Times and Enhance Firefighter Health and Safety as Outlined in Ordinance O-4731

Motion to Approve Resolution R-5469 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE FIRE AND EMERGENCY MEDICAL SERVICES PROPOSITION 1 IMPLEMENTATION PLAN TO IMPROVE FIRE AND EMERGENCY MEDICAL SERVICES RESPONSE TIMES AND ENHANCE FIREFIGHTER HEALTH AND SAFETY AS OUTLINED IN ORDINANCE O-4731 AND REQUESTING THE CITY MANAGER TO DEVELOP FIRE IMPACT FEE LEGISLATION FOR COUNCIL CONSIDERATION BY JUNE 1, 2021."

Moved by Councilmember Jon Pascal, seconded by Councilmember Amy Falcone

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

d. Bond Ordinance Authorizing General Obligation Debt: Fire and Transportation Capital Projects

Director of Finance and Administration Michael Olson presented an overview of the ordinance.

- (1) Ordinance O-4753, Authorizing the Issuance of One or More Series of Limited Tax General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$42,500,000 for the Purpose of Financing the Costs Related to Acquiring, Constructing, Improving, Equipping and/or Renovating City Transportation Projects and City Fire and Public Safety Facilities and Paying Costs of Issuing the Bonds; Delegating Certain Authority to Approve the Method of Sale and Final Terms of the Bonds; and Authorizing Other Related Matters

Motion to Approve Ordinance O-4753 entitled, "AN ORDINANCE OF THE CITY OF KIRKLAND, WASHINGTON, AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF LIMITED TAX GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$42,500,000 FOR THE PURPOSE OF FINANCING THE COSTS RELATED TO ACQUIRING, CONSTRUCTING, IMPROVING, EQUIPPING AND/OR RENOVATING CITY TRANSPORTATION PROJECTS AND CITY FIRE AND PUBLIC SAFETY FACILITIES AND PAYING COSTS OF ISSUING THE BONDS; DELEGATING CERTAIN AUTHORITY TO APPROVE THE METHOD OF SALE AND FINAL TERMS OF THE BONDS; AND AUTHORIZING OTHER RELATED MATTERS."

Moved by Councilmember Jon Pascal, seconded by Councilmember Neal Black

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

e. 2021-2022 Budget Adjustments: Fire & EMS Proposition 1 Levy, Debt Issuance, and Operating Carryovers

Director of Finance and Administration Michael Olson provided an update on proposed adjustments to the adopted 2021-2022 budget, resulting from the implementation of Fire Prop 1, proposed 2021 debt issuance, and departmental carryover requests, and the proposed ordinance increasing the 2021-2022 budget appropriations for selected funds.

- (1) Ordinance O-4755- Amending the Biennial Budget for 2021-2022

Motion to Approve Ordinance O-4755 entitled, "AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING THE BIENNIAL BUDGET FOR 2021-2022."

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

- f. 124th Avenue NE Roadway Improvements – Authorize Condemnation

Capital Project Engineer Marius Eugenio presented an overview of the ordinance.

- (1) Ordinance O-4754, Authorizing and Providing for the Acquisition of Interests in Land for the Purpose of Construction of the 124th Avenue NE Roadway Improvements Project Within the City of Kirkland; Providing for Condemnation and Taking of Temporary and Permanent Interests in Land and Real Property Rights Necessary Therefor; Providing for the Cost of Property Acquisition; Authorizing the Initiation of Appropriate Proceedings in the Manner Provided by Law for Said Condemnation

Motion to Approve Ordinance O-4754 entitled, "AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF INTERESTS IN LAND FOR THE PURPOSE OF CONSTRUCTION OF THE 124TH AVENUE NE ROADWAY IMPROVEMENTS PROJECT WITHIN THE CITY OF KIRKLAND; PROVIDING FOR CONDEMNATION AND TAKING OF TEMPORARY AND PERMANENT INTERESTS IN LAND AND REAL PROPERTY RIGHTS NECESSARY THEREFOR; PROVIDING FOR THE COST OF PROPERTY ACQUISITION; AUTHORIZING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR SAID CONDEMNATION."

Moved by Councilmember Amy Falcone, seconded by Councilmember Neal Black

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

- g. Setting 2021-2022 City Council Goals and Adopting City Work Program

City Manager Kurt Triplett provided an overview of the resolution.

- (1) Resolution R-5462, Setting Priority Goals for 2021-2022 and Adopting the City Work Program

Motion to Approve Resolution R-5462 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND SETTING PRIORITY GOALS FOR 2021-2022 AND ADOPTING THE 2021-2022 CITY WORK PROGRAM," as amended.

Moved by Councilmember Jon Pascal, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Motion to Amend Resolution R-5462, line 69, to insert "Inclusive and Equitable Community, " before "Community Safety, " so that Section 1.1. reads, "Implement R-5434 elements such as non-commissioned emergency responders, police transparency and accountability measures, and community-wide equity and inclusion programs to create a safer and more equitable Kirkland that increases the safety and respect of Black people and reduces systemic racism and poverty to implement R-5240 and R-5434 and to further the goals of Inclusive and Equitable Community, Community Safety, Vibrant Neighborhoods, and Supportive Human Services;"

Moved by Councilmember Kelli Curtis, seconded by Councilmember Amy Falcone

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Motion to Amend Resolution R-5462, line 107, to add a comma after "Juanita Drive" and on line 108 delete "and" before "100th" and after "Avenue NE" add ", and 124th Avenue NE" so that Section 1.6. reads, "Complete design and initiate construction of the Juanita Drive, and 100th Avenue NE, and 124th Avenue NE multi-modal transportation projects to implement the Transportation Master Plan and further the goals of Balanced Transportation and Dependable Infrastructure;"

Moved by Councilmember Jon Pascal, seconded by Councilmember Neal Black

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

11. REPORTS

a. City Council Regional and Committee Reports

Councilmembers opted to suspend City Council Regional and Committee reports due to the late hour.

b. City Manager Reports

(1) Legislative Requests Memoranda

1. Memoranda 1 - 031621A - Residential Just Cause Eviction Ordinance

Motion to Table the issue of a Residential Just Cause Eviction Ordinance, pending further action from the State Legislature. Moved by Councilmember Amy Falcone, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

2. Memoranda 2 - 031621B - Lake Washington Boulevard West Parking Closure

Motion to Move forward with the issue of the Lake Washington Boulevard West Parking Closure to the next step and do more outreach to gauge community interest and costs.

Moved by Councilmember Jon Pascal, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

3. Memoranda 3 - 031621C - Park Lane Evening Closure to Vehicles

Motion to Receive more information for options 3 (permanently close Park Lane to automobile traffic), 4 (close Park Lane all day and evenings during the summer season), and 7 (improve signage to be more aesthetic) detailed in Memoranda 3 - 031621C - Park Lane Evening Closure to Vehicles, as amended.

Moved by Councilmember Amy Falcone, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Motion to Amend the previous motion to include receiving additional information for option 1 (repeat last year's pilot and close Park Lane during the evenings starting in May).

Moved by Councilmember Toby Nixon, seconded by Councilmember Jon Pascal

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

4. Memoranda 4 – 031621D – Noise Ordinance

Motion to Study options 2 (revise the Kirkland Zoning Code to reduce hours for noisy activity), 3 (ban certain types of power equipment/activities/braking), and 4 (direct new resources for proactive enforcement or other alternative methods of enforcement) detailed in Memoranda 4 - 031621D - Noise Ordinance Options with the priority of researching best practices for noise enforcement, as amended.

Moved by Councilmember Toby Nixon, seconded by Councilmember Neal Black

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Motion to Amend the previous motion to remove options 2 and 3 from consideration.

Moved by Councilmember Amy Falcone, seconded by Councilmember Kelli Curtis

Vote: Motion carried 5-2

Yes: Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, and Councilmember Jon Pascal.

No: Deputy Mayor Jay Arnold, and Mayor Penny Sweet.

(2) Alaska Suites Livestream Concerts Funding Request

Councilmember Nixon disclosed that he represents his church as a member of the Kirkland Interfaith Network (KIN) and serves as the Corporate Secretary of KIN, but that as the funds requested would not impact KIN monetarily, he believes that there is no conflict of interest in participating in the meeting discussion and vote on this item.

Motion to Authorize the City Manager to bring back a fiscal note to the April 6, 2021 City Council meeting to approve funding from the Council

Special Projects Reserves for the request by Kirkland Interfaith Network that the City Council provide \$1000 in support of a livestream concert by musical group "Alaska Suites" in honor of the 50th National Anniversary of Earth Day on April 24, 2021.

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Amy Falcone

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

(3) Calendar Update

12. ITEMS FROM THE AUDIENCE

None.

13. ADJOURNMENT

The Kirkland City Council regular meeting of March 16, 2021 was adjourned at 11:37 p.m.

Kathi Anderson, City Clerk

Penny Sweet, Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Kathi Anderson, City Clerk
Date: April 6, 2021
Subject: CLAIM(S) FOR DAMAGES

RECOMMENDATION

It is recommended that the City Council acknowledge receipt of the following Claim(s) for Damages and refer each claim to the proper department (risk management section) for disposition.

POLICY IMPLICATIONS

This is consistent with City policy and procedure and is in accordance with the requirements of state law (RCW 35.31.040).

BACKGROUND DISCUSSION

The City has received the following Claim(s) for Damages from:

- (1) Johnny Du
523 7th Street South
Kirkland, WA 98033

Amount: \$4,282.37

Nature of Claim: Claimant states damage occurred to a rental property residential fence located at 11238 NE 68th Street resulting from a tree located on the adjacent City owned property which was uprooted during a windstorm.

- (2) Christine Lewis
7038 127th Avenue NE
Kirkland, WA 98033

Amount: \$250,000.00

Nature of Claim: Claimant states she incurred personal injuries resulting from a trip and fall on the sidewalk on 70th Street, west of 125th Avenue.

- (3) Alin Rujoni
13823 119th Avenue NE
Kirkland, WA 98034

Amount: \$1,958.00

Nature of Claim: Claimant states damage occurred their personal vehicle's tires from striking a street sign in the roadway after it fell from the back of a City of Kirkland vehicle while making a turn on NE 85th Street to Kirkland Way.

Note: Names of Claimants are no longer listed on the Agenda since names are listed in the memo.



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: Kathi Anderson, City Clerk
Michael Olson, Director of Finance and Administration

Date: March 22, 2021

Subject: Resignation of Tourism Development Committee Member

RECOMMENDATION:

That Council acknowledges receipt of the resignation of Danielle Dorland from the Tourism Development Committee and authorizes the attached draft response thanking her for her service. By approving the consent calendar, the Council authorizes these actions.

BACKGROUND DISCUSSION:

Ms. Dorland notes she has accepted a new job overseeing a Bellevue hotel and will make the move out of the Kirkland area for work. Efforts to fill this position will be included with the annual Boards and Commissions recruitment set to begin next month.

Kirkland City Council,

I am regret to inform you that I will have to resign from my role on the TDC effective March 31st, 2021. I have accepted a new role at a hotel in Bellevue and will be overseeing both properties until the Courtyard in Kirkland selects a new GM and they are properly trained and on boarded. I will connect the new GM for that hotel with you once they have made their selection.

Thank you for the opportunity to serve on the committee and I know that our hotel and their future leaders will continue to support the committee and city in any way they can.

DANIELLE DORLAND

GENERAL MANAGER

O 425.602.3201

COURTYARD SEATTLE KIRKLAND

11215 NE 124TH ST

KIRKLAND, WA 98034

www.marriott.com/seatc



DRAFT

April 6, 2021

Danielle Dorland
11215 NE 124th St.
Kirkland, WA 98034

Dear Ms. Dorland,

We have received your resignation from the Kirkland Tourism Development Committee.

The City Council appreciates your contributions to the Committee during your past service, and we thank you for volunteering your time and talent to serve the Kirkland community.

Best wishes on your current and future endeavors!

Sincerely,

Kirkland City Council

By Penny Sweet,
Mayor



CITY OF KIRKLAND
Planning and Building Department
123 Fifth Avenue, Kirkland, WA 98033
www.kirklandwa.gov

MEMORANDUM

To: City Council

From: Adam Weinstein, AICP, Director of Planning and Building
Jeremy McMahan, Deputy Director of Planning and Building
Dawn Nelson, Planning Manager

Date: March 24, 2021

Subject: MAJOR DEVELOPMENT PROJECT LIST AND PLANNING WORK PROGRAM
STATUS UPDATE

RECOMMENDATION

It is recommended that the City Council receive the attached Major Development Projects and Planning Work Program updates and accepts them through approval of the consent calendar.

BACKGROUND DISCUSSION

This quarterly report on major development projects has been supplemented with additional information on the status of duplex/triplex/cottage and accessory dwelling unit (ADU) applications to the City, along with active long-range planning projects.

Major Development Projects

The Major Development Projects list (see Attachment 1) shows the status of larger construction and land use permits throughout the City that are under construction or in the development pipeline. This list, which is updated quarterly and posted on the Construction Projects page of the City website, will be presented to the City Council on the consent agenda. Individuals can also sign up to receive email alerts when the list is updated by searching for "Subscribe to Kirkland Email Lists" on the City's website.

The Major Development Projects list includes six categories:

- Projects under construction;
- Building permits issued, but construction hasn't begun;
- Building permit applications in review;
- Zoning permits approved, but no building permit application;
- Zoning permit applications in review; and
- Projects in pre-permit review.

The list is focused on new development and major additions spanning all land use types (commercial, industrial, institutional, public and residential projects). It includes new or additional square footage and housing units for each project, aggregated by development stage category, and totaled for all categories. The list also highlights the number of affordable

housing units within each of the projects. Smaller projects, like short plats involving less than 10 new single-family homes, are not included in the list because the resulting list would grow to a size that would be difficult to digest. Based on the current list, development activity is expected to continue to be robust.

Each quarter when we provide this list to Council, staff will highlight an area of development that may be of interest to the Council and broader community. In March 2020, the City adopted updated regulations for Missing Middle Housing, including allowances for more and larger Accessory Dwelling Units (ADUs), and relaxed permit process requirements for Cottage, Carriage, and Two/Three-Unit Homes. There has been tremendous interest in developing these housing types over the last year.

The following table shows the number of applications, from presubmittal meeting applications to permit issuance, for Missing Middle Housing types over the last four years. A presubmittal meeting is a scheduled meeting between those interested in developing a property and City staff who will review any required permits. While not required for these housing types, a presubmittal meeting is often held at the request of a property owner or developer to determine project feasibility, identify potential roadblocks, determine applicable development code standards, and discuss permitting requirements.

	March 2020 – February 2021*	March 2019 – February 2020	March 2018 – February 2019	March 2017 – February 2018
ADUs				
Presubmittal Meetings	25	5	6	3
Building Permits Applied	56	23	43	39
Building Permits Issued	18	28	36	38
Cottages				
Presubmittal Meetings	24 (125 Units)	2 (8 Units)	0	2 (13 Units)
Building Permits Applied	5 (22 Units)	1 (14 Units)	1 (6 Units)	0
Building Permits Issued	1 (2 Units)	1 (6 Units)	0	0
2/3 Unit Homes				
Presubmittal Meetings	2 (5 Units)	0	0	0
Building Permits Applied	1 (3 Units)	0	0	0
Building Permits Issued	0	0	0	1 (3 Units)

*The City Council adopted amendments to the codes governing two- and three-unit homes, cottages, and ADUs in March 2020.

Conversations with developers proposing cottage housing projects continue as they work to perfect their site designs. We anticipate that a large percentage of the presubmittal conversations held over the last year will result in development applications in the coming months.

Planning Work Program

The current Planning Work Program (PWP) was adopted by City Council in August 2020 (R-5442). Attachment 2 is a version of the adopted PWP that includes a new column showing which projects have been completed since adoption and the status of other projects by an estimate of what percentage has been completed. The bars to the right showing the 2020 estimation of project timeframes have not been modified.

As noted by 100% in the completion column, the Planning Commission and City Council have made significant progress on many important planning initiatives identified. The Sustainability Master Plan was adopted, regulations were developed for the Kingsgate TOD site, the Market/Norkirk/Highlands neighborhood plans were adopted, and numerous code amendments were approved that streamline private development and delivery of critical public projects.

A number of key projects identified in the PWP are currently before Council for review or final approval. On April 6, Council will receive a status report on a revised scope and schedule for the Station Area Plan (#8), is being asked to approve the Urban Forestry Six Year Work Plan (#13), and should receive the Planning Commission recommendation on the Phase 1 Bridle Trails Community-Initiated Amendment Request (#19).

As noted above, implementation of the recent ADU and missing middle housing updates is being well-received in the marketplace and staff is working on many levels to support delivery of these housing options (#11). In terms of creating more equitable and inclusive processes and outcomes with our planning initiatives (#18), we are at the beginning of a journey that really has no completion date. We have developed new demographic tools to help us understand our community better, are engaging in the citywide evaluation process, and are eager to improve the planning framework in the City to make it more inclusive.

Other initiatives, like the Moss Bay/Everest neighborhood plan updates (#20) and Geohazard regulation updates (#21), are just getting started. We expect the Tree Code Amendments (#1) process to restart with Council in May, once staff resources are available on completion of the Urban Forestry Six Year Work Plan. In consulting with the Planning Commission, we do propose delaying the Sign Code Update project (#28) until post-pandemic, which allows staff to start working in earnest this year on the 2043 Comprehensive Plan Update (#26).

ATTACHMENTS

1. Major Development Projects List
2. Planning Work Program

ADOPTED 2020-2022 PLANNING WORK PROGRAM

3/24/2021

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Significant Staff Implementation

START	TASK	TOPIC	Est. % Complete	DESCRIPTION	PM	2020				2021				2022			
						1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
2018-2019	1	Tree Code Amendments	75%	Comprehensive update of Chapter 95 of the Kirkland Zoning Code	Powers												
	2	Shoreline Master Program Update	100%	State mandated periodic update, includes consistency updates to critical area regulations	Geitz												
	3	Rooftop Amenities	100%	Modify height regulations to facilitate development of common space on multifamily and commercial roofs	Zike												
	4	Sustainability Master Plan	100%	Coordinate various plans with sustainability elements and ensure that sustainability is consistently integrated into all City activities	Barnes												
	5	Kingsgate Park & Ride	100%	Develop zoning regulations and design guidelines to facilitate Sound Transit garage and TOD development of the site	Coogan												
	6	Greater Downtown Urban Center	50%	Pursue King County and PSRC designation of a Greater Downtown Center	Weinstein												
	7	Market/Norkirk/Highlands Neighborhood Plan	100%	Update three plans for neighborhoods generally north of Downtown	Coogan												
	8	Station Area Plan	40%	Comprehensive planning effort for area surrounding the bus rapid transit station at I-405/NE 85 th Street	Zike												
2020	9	Design Guideline Updates – Totem Lake	100%	Minor updates to design guidelines to improve streetscapes and integrate TOD development of the Kingsgate P&R	Coogan												
	10	KMC Subdivision Updates	100%	Clean up KMC subdivision regulations to simplify administration and reflect changes to State law	Cilluffo												
	11	ADU Implementation Initiatives	50%	Implement a series of non-regulatory initiatives encourage development of ADUs following adoption on new rules	Guter												
	12	Streamline Public Project Regulations	100%	Updates to the KZC to streamline permitting of public infrastructure projects needed to support growth	Cilluffo												
	13	Urban Forest 6 Year Workplan Update	100%	Review success over past 6 years of implementing the Strategic Plan and identify work plan for next 6 years	Powers												
	14	Kirkland Outside the Walls	100%	Streamline pandemic business response plan to allow expanded outdoor seating and business operations	McMahan												
	15	2018 Citizen Amendment Requests - Study	100%	Consider Comprehensive Plan, Zoning Map, and KZC amendments related to two CAR requests approved for study	Guter												
	16	2043 Comprehensive Plan Update - Scope & Budget	0%	Develop preliminary scope of major Comp Plan update to enable biennial budget request for project	McMahan												
	17	Annual Comprehensive Plan Amendments	100%	Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	Coogan												
	18	Evaluation of outreach and inclusion strategies	25%	Evaluate methods to improve public processes to be more inclusive and transparent. Coordinate Citywide	tbd												
	19	Bridle Trails Shopping Center Zoning	10%	Property owner initiated plan to develop design guidelines and master plan encompassing all properties within the neighborhood center	Guter												
	20	Moss Bay & Everest Neighborhood Plan Update	5%	Update Moss Bay and Everest neighborhood plans, including any follow up work related to Greater Downtown as an Urban Growth Center	Barnes												
21	Geo Hazard Regulations Updates	0%	Revise geo hazard regulations in response to experience in implementation of the regulations	Barnes													
22	Wireless Service Regulations Updates	0%	Update KZC regulations in response to federal mandates	tbd													
2021	23	Evaluation of CAR Process	0%	Evaluate the CAR process to improve with neighborhood planning process, while allowing desirable CARs to be more nimbly processed	tbd												
	24	Holmes Point Overlay Updates	0%	Reinitiate consideration of HPO amendments following adoption of geo hazard and tree regulations	tbd												
	25	2020 Citizen Amendment Request - Threshold	50%	Review CAR applications submitted by 2020 deadline and identify which applications should proceed to further study	tbd												
	26	2043 Comprehensive Plan Update - Prep	0%	Develop detailed work plan and community engagement plan. Retain consulting team for EIS and other tasks as needed	Coogan												
	27	Miscellaneous Code Amendments	100%	Update KZC on various priority topics to reflect current practice, clarify sections of the Code, and promote good planning principles	tbd												
	28	Sign Code Update	0%	Update KZC to clarify rules, enhance aesthetics, reduce visual clutter, and integrate recently-completed work on A-frame signs	Cilluffo												
	29	Cross Kirkland Corridor Design Regulations	0%	Review KZC regulations for development adjoining the corridor to ensure optimal design outcomes for public/private interface	tbd												
	30	Kingsgate & Juanita Neighborhood Plan Update	0%	Update Juanita and Kingsgate neighborhood plans	tbd												
	31	Design Guideline Updates – Rose Hill	0%	Minor updates to design guidelines to implement the Rose Hill Neighborhood Plan	Coogan												
	32	Sustainability Master Plan - Implementation	10%	Code amendment package to implement SMP (i.e. - High Performance Building Standards)	Barnes												
	33	Annual Comprehensive Plan Amendments	0%	Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	tbd												
2022	34	Norkirk/Highland LIT District Study	0%	Review LIT district based on guidance from the neighborhood plans and Station Area Plan	tbd												
	35	2043 Comprehensive Plan Update	0%	Begin community engagement and environmental work	tbd												
	36	Miscellaneous Code Amendments	0%	Update KZC on various priority topics to reflect current practice, clarify sections of the Code, and promote good planning principles	tbd												
	37	2020 Citizen Amendment Request - Study	0%	Consider Comprehensive Plan, Zoning Map, and KZC amendments related to any CAR requests approved for study	tbd												
	38	Annual Comprehensive Plan Amendments	0%	Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	tbd												



CITY OF KIRKLAND
Human Resources Department
123 Fifth Ave, Kirkland, WA 98033 · 425.587.3210
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Anh Hoang, Human Resources Director

Date: March 29, 2021

Subject: **Ratification of 2021 Teamsters Local #763 Collective Bargaining Agreement**

RECOMMENDATION

By accepting this memo during approval of the consent calendar, the Council is approving the 2021 Collective Bargaining Agreement (CBA) between the City of Kirkland and the Public, Professional and Office-Clerical Employees and Drivers (Teamsters), Local No. 763.

BACKGROUND DISCUSSION

Teamsters Local #763 represents employees within the City of Kirkland Public Works Department, Parks Maintenance Division and Facilities Maintenance Division, representing 93 employees who fill 20 job classifications across three of the City's eleven departments. Our Teamsters employees provide servicing, repairs and maintenance of the City's critical infrastructure. Their services to the citizens and businesses of Kirkland include, but are not limited to:

- Maintenance and repair of the City's parks, public works and facilities.
- Paving and maintenance roads, including keeping roads clear during snow, storms and floods.
- Working tirelessly around the clock during weather emergencies to ensure roads are cleared and safe for travel.
- Maintenance and repair the City's water mains, meters and water system.
- Reading and location of utility meters.
- Installation and maintenance of traffic lights and traffic signs.
- Repair and maintenance the City's fleet of vehicles from fire engines and patrol cars to administrative vehicles.

Our Teamsters employees, along with our Police and Fire public safety personnel, have been working on-site throughout the COVID-19 pandemic and are critical to the City. Their work and efforts are essential to the quality of life of the City and are much appreciated.

The following are some highlights of substantive changes in this one-year agreement:

1. Cost of Living Adjustment (COLA) of one percent (1%) effective January 1, 2021.
2. One-time pay of \$450.00 per bargaining unit employee, less applicable payroll taxes. This one-time payment is to reimburse bargaining unit employees for partial commuting expenses, because they are required and have been working on-site during the City's COVID declaration of emergency. While working on-site, these employees are also not allowed to carpool because of social distancing requirements. By accepting this one-time payment for the year, bargaining unit employees are not eligible for the quarterly carpool or commute trip reduction incentive payments during 2021.

3. Article 5 – PROBATIONARY PERIODS. First, we deleted old language relating to a six-month new hire probationary period as all Teamsters new hires now have a 12-month probationary period. Second, we added language to exclude employees’ time off on paid or unpaid leave from their calculation of time served for the purposes of both their new hire probationary periods and their transfer/promotional Trial Service Periods. Finally, we added language to exclude the time a transferred/promoted employee spends to obtain required licenses and certifications (i.e. commercial driver’s license (CDL)) from counting towards their Trial Service Period.
4. Article 6 – HOURS OF WORK AND OVERTIME, Section 6.2 Work Schedules. In the past, this language was ambiguous and led to many hours of disputes whenever we had a need to change employees’ work schedules when transitioning into and out of emergency operations, i.e. response to a snowstorm. The changes in this article allow management to make all changes in work schedules, whether temporary or permanent, with one-week prior notice. If the change is immediate and does not provide the one-week prior notice, the employee will be paid a premium pay of 20% of their regular straight-time rate for all hours worked outside of their former work schedule until the one-week notice period has elapsed, at which time, the City will no longer pay the 20% premium pay. In cases of a temporary schedule change, such as for a snowstorm, the change back to normal work schedules with less than a one-week prior notice will not be subject to the 20% premium pay. The 20% premium pay is not a new pay type. We have only clarified how and when this pay will be applied.
5. Section 6.3 Rest/Meal Breaks. State regulations require employers to allow employees to take an unpaid meal period if they work at least five consecutive hours during the workday. This requirement may be waived by mutual agreement of the parties. The Public Works Department has had a practice of compensating employees at the overtime rate for working through their meal periods, when pre-authorized by City management. Examples of when having employees “work through” their meal periods may be more productive may occur during a road paving project, when the tar is heated, and the crew is in the midst of paving. Stopping for a meal break would require the system to be shut down, and at the end of the meal period, be restarted (taking time to reheat the tar). The changed language and added examples provide clarity for when this “work through” is allowed, how employees are paid, and options for early departure vs. overtime pay. This language would also make this provision applicable to the Parks Maintenance Division as well, when a “work through” is authorized by Parks Management.
6. Section 6.4 Overtime. There is no substantive change to this language, but it has been rewritten to provide clarity.
7. Article 10 – OTHER COMPENSATION. Section 10.1 Standby Pay. Updated standby pay rates to reflect COLAs from 2019 through 2021. The revised rates reflect 2021 rates.
8. Article 11 – HOLIDAYS. Section 11.4 Holiday on Day Off. Employees receive eight hours of pay for each observed holiday. For employees who work the 4/10s schedule and are off on a holiday, they are currently allowed to use two hours of vacation/comptime or work an additional two hours at the straight-time rate during the workweek. We added a third option, which allows the employee to take two hours of leave without pay for the holiday.
9. Article 13 – SICK LEAVE. Section 13.1 Sick Leave Accrual. Changed language from monthly accrual of eight hours to annual accrual of 96 hours to better align with Munis Financial/HR Information System, which accrues per pay period based on the number of hours in the pay period, resulting in fluctuation from month to month but the same number of hours on an annual basis. Also deleted the outdated 2018 reopener for sick leave incentive.
10. Article 23 – ENTIRE AGREEMENT. Section 23.1 Duration Clause. Contract duration is one-year, January 1, 2021 to December 31, 2021.

11. Article 3 – UNION SECURITY. Incorporated Memoranda of Understanding signed during the life of the 2018-2020 CBA:

- Section 3.1 Membership. Modified to reflect the U.S. Supreme Court decision, *Janus vs. AFSCME*, wherein the Court decided public employees have a choice to join a Union and cannot be required be a member of a bargaining unit;
- Added Section 3.2 New Hire Orientation to comply with State law, which allow new employees represented by the bargaining unit to have 30 minutes during work time to receive information about the bargaining unit and Union membership.

Members of both Negotiation Teams warrant commendation for their considerate and collaboration spirit throughout this bargaining process. As a result, we are rewarded with a better work product in the contract language we bargained while at the same time, built trust and respect on both sides.

Teamsters will be counting votes throughout the day on Thursday, April 1st. Final ratification of the negotiated agreement will not be known at the time this memo is posted to along with the rest of the Council packet. Council will be notified of the ratified agreement as soon as the City receives notice of a positive vote. If the agreement is not ratified, the Council will be informed, and this item will be pulled from the consent calendar at the April 6, 2021 Council meeting.

Staff is pleased to recommend to City Council the ratification and adoption of the attached labor agreement with the Teamsters Local 763.

Attachments:

1. *Legislative Draft of 2021 CBA between the City of Kirkland and Teamsters Local 763*
2. *Final Clean Version of 2021 CBA between the City of Kirkland and Teamsters Local 763*
3. *Appendix A of the 2021 Teamsters CBA – Commercial Driver’s License Substance Abuse Policy*
4. *Appendix B of the 2021 Teamsters CBA – Teamsters 2021 Salary Table*
5. *Appendix C of the 2021 Teamsters CBA – High Deductible Health Plan*
6. *Appendix D of the 2021 Teamsters CBA – Health Reimbursement Account – HRA (VEBA)*
7. *Appendix E of the 2021 Teamsters CBA – Approved Renewal Certification List*

A G R E E M E N T

by and between

CITY OF KIRKLAND, WASHINGTON

and

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

January 01, ~~2018-2021~~ through December 31, ~~2020~~2021

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AGREEMENT

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

January 01, ~~2018-2021~~ through December 31, ~~2020~~2021

PREAMBLE

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

Street/Grounds
Fleet
Water
Waste Water
Surface Water
Internal Services (Facilities Maintenance)

Parks and Community Services

- 1.1.4 "Employee" shall mean a regular full-time, regular part-time, temporary and qualified Seasonal Laborer (as defined in 5.2.4) employees in the bargaining unit (as defined in Section 1.1.3 hereof) covered by this Agreement.
- 1.1.5 "Non Bargaining Unit Employees" shall mean all non-maintenance employees and those employees in the following classifications in the departments or divisions as indicated:
 - Directors
 - Clerical Employees
 - Summer Help
 - Seasonal Help
 - All other City Employees
 - On-Call/Extra Help
- 1.1.6 "~~Monthly Salary~~Wages" shall mean the ~~monthly~~ rate of pay so identified and set forth in Article 9 to this Agreement.
- 1.1.7 "Overtime" shall mean compensation at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all work performed in excess of the employee's regularly scheduled shift in any one (1) day or forty (40) hours at straight-time in any one (1) week and as defined in Article 6.4.
- 1.1.8 "Double Time" shall mean compensation at two (2) times the employee's regular straight-time hourly rate of pay for all work as defined in Article 6.4.
- 1.1.9 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a full-time or part-time employee may, by prearrangement, continue to receive the regular rate of compensation although the employee does not work.
- 1.1.10 "Members of employee's household" shall mean persons who reside in the same residence, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term shall not include persons sharing the same general residence when the living style is primarily that of a dormitory or commune.
- 1.1.11 "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons when approved by the City Manager or designee.
~~(Representing the Public Works and Parks Maintenance Employees)~~

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all those employees within the bargaining unit (as defined in Article 1, Section 1.1.3). Supervisory employees shall only instruct, or train employees, assure proper standards of work and job performance, temporarily cover when qualified bargaining unit employees are not readily available, and handle emergency situations. The Employer shall not utilize part-time, temporary, or seasonal employees in a way that results in layoff or termination of regular employees from their jobs.

2.2 NEW CLASSIFICATIONS

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

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

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

ARTICLE 3 - UNION SECURITY

~~**3.1 MEMBERSHIP**~~

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

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

3.21 DUES AND INITIATION FEES DEDUCTION

Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Upon written authorization from an employee within the bargaining unit, the Employer shall also deduct from the wages of that employee the sum certified as the initiation fees of the Union in equal payroll increments and shall forward such sum to the Union. As above, the Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any initiation fee of dues for the Union.

3.2 NEW HIRE ORIENTATION

The Employer shall notify the Union of all new full-time, part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will be provided thirty (30) minutes during the employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, social security number, salary, classification, department, hire date and termination date. The Employer will provide notification to the Union for all new hires, qualified Seasonal Laborer employees and qualified promotional advancement by means of a letter courtesy copy, written or electronic.

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

3.4 NONDISCRIMINATION – UNION ACTIVITY

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

ARTICLE 4 - UNION/EMPLOYER RELATIONS

4.1 UNION ACCESS

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

4.2 FACILITY USE

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

4.3 STEWARDS

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

4.4 ORIENTATION

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

4.5 BULLETIN BOARDS

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

4.6 CONTRACT DISTRIBUTION

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

4.7 NEGOTIATIONS RELEASE TIME

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

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

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards or officers shall provide notice to their and the grievant's supervisor, which will be granted unless the steward, officer or

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

4.9 UNION BUSINESS

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

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

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal twelve (12) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

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

Trial Service Period - Employees who are transferred or promoted into a posted position and/or classification in the bargaining unit shall serve a trial service period for three (3) months of work, consistent with Article 7.3. Employees moving between divisions, but in the same classification, does not constitute a transfer but rather is a change of assignment and does not invoke a Trial Service Period.

Employees' time off on paid or unpaid leave shall not count towards their new hire probationary periods and transfer/promotional Trial Service Periods. However, for employees who have not attained the required certifications, i.e. CDL, the time to obtain the certification(s) may not count towards the Trial Service Period.

5.2 TYPES OF EMPLOYMENT

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

5.2.1 Regular Full-Time Employees:

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

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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 0.8 FTE's benefit premiums will be prorated by .88%. Vision benefits will be paid at 100%.

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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.

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A temporary employee is eligible for the standard benefits package, which will be applied based on the definitions in 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. 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-determined~~ per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, ~~will-may~~ become or remain Union members, per the Agreement representing the temporary position.

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

5.2.4 Seasonal Laborer Employees:

A Seasonal Laborer employee works for a specific amount of time, (a season), and is not anticipated to work more than a six (6) month season without a break in service. A seasonal employee who has at least a thirteen (13) month break in service between seasons may be considered a new hire again for purposes of contractual benefits. While a term of employment is anticipated, the assignment/project may be terminated at any time for any reason with or without notice. Seasonal Laborer employee(s) are not eligible to receive the benefits package.

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Seasonal laborer employees shall, after their initial 347 hours service, (within the Seasonal Laborer classification) be eligible to become bargaining unit members and shall pay initiation and monthly union dues should they elect to be union members. Seasonal Laborer employees who have worked between 348 hours and six (6) months shall be covered by the following provisions: (subject to the twelve (12) month break of service language below).

- Article 1 – Definitions
- Article 2 – Recognition
- Article 3-Union Security
- Article 4-Union/Employer Relations
- Article 5 – Employment
- Article 9- Wages
- Article 16- Training
- Article 18- Health & Safety
- Article 19- Grievance Procedure
- Article 20 – No Strike Lockout
- Article 21 – Management Rights
- Article 22 – General Provisions
- Article 23- Entire Agreement

Seasonal Laborer employees with acceptable performance shall be rehired according to qualifications, ability and experience with the City — qualifications and ability being equal to other candidates (including new hires), experience with the City shall prevail.

Below is an outline of the two tiers of Seasonal Laborer status:

<u>Tier</u>	<u>Hours</u>	<u>Status</u>
One	0-347	Non-Represented employee
Two	348 hours to 6 months	Teamsters represented employee with rights identified above

Seasonal Laborer employees working over 1040 hours in a year calculated on a rolling basis or more than a six (6) month season, whichever comes first, shall become a temporary employee subject to separation any time at the employers discretion (at will employee) consistent with Article 5.2.3. Benefits shall be available consistent with Article 15. Benefits shall be retroactive only as required by law.

If a Seasonal Laborer has a break in service (separation from employment from the City) for twelve (12) months or more (based on separation date), they ~~will~~ may be considered a new employee without representation from Teamsters (tier one). Once they complete 347 hours of work, they will become a represented Teamsters employee (tier two)

The parties agree that Article 9 Wages is revised to include the Seasonal Laborer position as Pay Group 11. (Reference Appendix B)

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

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 rolling twelve (12) month period. They are not eligible for the benefits package.

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If the one thousand and forty (1,040) hour limitation is met or exceeded within a twelve (12) month period, the variable hour 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. ~~The employee is then eligible for union~~ Union membership ~~will be required~~ per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

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

5.4 STUDENTS/INTERNS

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

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

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

6.2 WORK SCHEDULES

Each employee shall be assigned a regular work schedule and starting time.

If a shift change or a starting time change is to occur, ~~other than including~~ temporary shift changes, the employee shall be given a week's notice prior to the change going into effect. If ~~emergency~~ re-scheduling of the employee's on-going or temporary work schedule occurs with less than a week's prior notice ~~weekly shift occurs~~, the employee shall be paid twenty percent (20%) over their regular straight-time hourly rate of pay for all hours worked outside of the employee's prior work ~~regular~~ schedule. However, when the work schedule change is temporary, such as for a response to weather conditions, the change back to the employee's normal work schedule does not require a week's advanced notice, and such change back will not be subject to the twenty percent (20%) premium pay.

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

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

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

6.3 REST/MEAL BREAKS

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

Meal Periods - During regular or overtime work shifts, employees shall be allowed a meal period of thirty (30) minutes which shall be on the employee's own time. The meal period shall commence within one (1) hour of the mid-point of shift. No employee shall be required to work more than five (5) consecutive hours without a meal period, unless such is waived by mutual agreement between the employee and the City. One-half (1/2) hour overtime at the one and one-half (1.5) rate shall be paid to an employee who is directed by management to work in excess of five (5) consecutive hours without through a meal period (hereafter referred to as a "work through") and receives no meal period for the work shift.

Example 1, an employee who normally works eight (8) hours per day with a half (1/2) hour unpaid meal period is directed to work through their meal period and ends the work day having worked eight and one-half (8.5) hours. The employee is paid straight time for the first eight (8) hours worked, paid at time and one-half (1.5) for the next half hour worked, and paid at time and one-half (1.5) for the half (1/2) hour of work through.

Example 2, an employee who normally works eight (8) hours per day with a half (1/2) hour unpaid meal period is directed by management to work through their meal period, but the employee requests to leave work a one (1) hour early and ends the day having worked seven and a half (7.5) hours. The employee is paid straight time for the eight (8) hours worked. The pay for the half (1/2) hour of work through is negated by the employee leaving work an hour early.

Example 3, an employee requests to work through lunch in order to leave work early without having to use up her accrued leave. Supervisor approves. There is mutual agreement and the “work through” provision does not apply.

- 6.3.1 Prior to the taking of a meal period, the employee shall be allowed a five (5) minute period for cleanup and travel to the Kirkland Maintenance Center lunch room located at 915 8th Street, Kirkland, Washington, or a nearby sanitary facility. If an employee takes the meal period at the work site, said employee shall be prepared to resume work immediately after the meal period. In the event that the employee takes the meal period at the above-referenced lunch room, or a nearby sanitary facility, the employee shall be allowed five (5) minutes travel time to return to the work site.
- 6.3.2 For employees on an overtime or ~~emergency-temporary~~ rescheduled shift, if the meal period falls between the hours of 9:00 P.M. and 5:00 A.M., a meal shall be reimbursed consistent with the lunch rate in the Employer’s reimbursement policy.

6.4 OVERTIME

All hours of work which has been specifically authorized by a supervisor, performed in excess of the employee’s daily scheduled work day must be pre-authorized by the employee’s supervisor or manager. Authorized overtime hours worked will be paid at the regular time and one-half (1.5) or the double rate of pay based on the following.

6.4.1 All hours compensated over forty (40) hours per week or over the employee’s scheduled work day (if scheduled for eight (8) hours or more) in one (1) day or in excess of forty (40) hours per workweek shall constitute overtime and shall be paid at the overtime rate of ~~for at~~ one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay. The employee’s “regular” rate shall be as defined by the Fair Labor Standards Act (FLSA).

For employees on a 4/10, 9/80, ~~etc. or other flex schedule~~, overtime rate of one and one-half (1-1/2) shall be paid for all hours worked over the employee’s scheduled

~~work day of ten (10), nine (9), eight (8) hours consistent with FLSA or the provisions of this section.~~

~~For purposes of computing overtime at the one and one-half (1-1/2) time rate, all paid contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as "compensated hours" time worked.~~

~~Scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.~~

~~6.4.2 All overtime hours Overtime shall be paid for in fifteen (15) minute increments for time worked either immediately prior to or immediately after the employee's regular shift. Overtime worked in excess of four (4) hours of the employee's scheduled work-day shall be paid at two (2) times the employee's regular straight time hourly rate of pay for actual hours worked. Hours worked shall mean hours worked, not hours compensated as defined in subsection 6.4.1 above. Scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay.~~

~~For the purpose of calculated hours worked for double overtime, the hours Hours worked for double overtime will be assigned to the calendar day on which the overtime started.~~

~~6.4.3 All oOvertime shall be calculated and paid for in fifteen (15) minute increments for time worked either immediately prior to or immediately after the employee's regular shift.~~

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

~~6.4.1.1 Hours worked for double overtime will be assigned to the calendar day on which the overtime started.~~

6.4.24 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided.

6.4.4.1 Except in emergent/emergency situations, all overtime must be approved in advance by the employee's immediate supervisor or manager.

6.4.35 Callbacks shall be offered to qualified employees by Division. In the event there are no qualified employees in the Division that make themselves available for overtime, the overtime shall be offered to those qualified employees outside of the Division.

6.5 COMPENSATORY TIME

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

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

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

6.5.2 All accumulated compensatory time shall be cashed-out and paid to the employee, provided however, written notice is submitted to the payroll preparer and that an employee cannot cash out available compensatory time and use compensatory time in the same pay period. An employee may elect to carryover up to forty (40) hours of compensatory time into the next cycle year. The cycle year shall be November 1 through October 31.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

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

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

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

7.2 JOB POSTING

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

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

7.3 PROMOTIONS

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

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

7.4 PERSONNEL FILE/POLICIES

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

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

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to

proceed with the merits of discipline or discharge but may be a separate Union grievable matter and any grievance time-lines will be correspondingly extended.

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

7.5 EVALUATIONS

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

Evaluation may occur in two forms:

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

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

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

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

7.6 DISCIPLINE/CORRECTIVE ACTION

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

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

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

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

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

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

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

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

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

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

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

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

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

The City and the Union agree to consider proposals to change the effective time period for written warnings as part of the Labor Management process outlined in Article 17.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

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

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

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

8.2 APPLICATION OF SENIORITY

Seniority shall be applied in the following manner:

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

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

- 8.2.2 Layoffs: - Total bargaining unit seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular employee(s) within the classification shall be the affected employee(s) unless there are overriding reasons related to unique and specific qualifications or job specification. In the event of two employees having the same bargaining unit seniority, time in job classification shall be determinative.
- 8.2.3 Bumping: - As to bumping, the employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.
- 8.2.4 Recall: - Seniority shall be determinative in the identification of which employee is to be recalled from the recall list consistent with Article 8.9.

8.3 PROBATIONARY PERIOD

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

8.4 LOSS OF SENIORITY

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

- 8.4.1. Resignation.
- 8.4.2. Discharge for cause.
- 8.4.3. Retirement.
- 8.4.4. Layoff/Recall list of more than fourteen (14) consecutive months
- 8.4.5. Failure to respond to offer of recall to former position.
- 8.4.6. Failure to respond to two offers of recall to comparable employment.

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

8.5 LAYOFFS

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

8.6 NOTICE

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

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

8.7 MEETING WITH UNION

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

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

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

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

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

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

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

8.9 VACANT POSITIONS

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

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

8.10 SENIORITY LIST

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

8.11 ORDER OF LAYOFF

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

8.12 COMPARABLE EMPLOYMENT

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

8.13 LAYOFF OPTIONS

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

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

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

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

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

8.13.3 Recall: If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job

assignment in assuming a vacant or bumped position, then that employee will be placed on the recall list and will be eligible for recall under Article 8.15.

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

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

8.14 REDUCTION HOURS/FTE

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

8.15 RECALL

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

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

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

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

8.16 VACATION & LEAVE CASH OUTS/PAY

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

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

8.17 UNEMPLOYMENT CLAIMS

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

ARTICLE 9 – WAGES

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

9.1 WAGES

WAGE SCHEDULE The ~~monthly salaries~~ wages for employees and classifications covered by this Agreement are located in Appendix B.

9.1.1 Wage Adjustments

Effective January 01, ~~2018-2021~~ the ~~monthly~~ rates of pay for all bargaining unit positions, shall be increased by ~~one hundred percent (100%) of the Consumer Price Index, All Items, for Urban Wage Earners and Clerical Workers (CPI-W), June 2019 to June 2020, for Seattle-Tacoma-Bellevue, which is one percent (1%)~~ ~~three percent (3%) through December 31, 2021.~~

~~9.1.1.a Effective January 01, 2019 the monthly rates of pay, shall be increased by two percent (2%).~~

~~9.1.1.b Effective January 01, 2020 the monthly rates of pay, shall be increased by two percent (2%).~~

9.1.2 Effective on the next available pay period after this Agreement is signed by all signatory parties, members of the bargaining unit will receive \$450.00 one-time additional pay, less applicable payroll taxes. This one-time payment is to reimburse bargaining unit employees for partial commuting expenses, because they are required and have been working on-site during the City’s COVID declaration of emergency and are not allowed to carpool while the emergency declaration is in effect because of social distancing requirements. By accepting this one-time payment for the year, bargaining unit employees are not eligible for the quarterly carpool or commute trip reduction incentive payments during 2021.

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

- Pay Group 1: Vacant
- Pay Group 2: Electronic Tech III
- Pay Group 3: Leadperson
- Pay Group 4: Mechanic III
- Pay Group 5: Electronic Tech II, Emergency Vehicle Tech

Pay Group 6:	Facilities Services Tech I, Field Arborist
Pay Group 7:	Sr. Maintenance Person, Sr. Groundsperson, Mechanic II, Senior Craftsperson, Yard Maint & Inv Control, Facilities Services Tech II
Pay Group 8:	Utility Craftsperson, Utility Craftsperson-Meter Reader
Pay Group 9:	Utility Person, Grounds person, Grounds Tech, Mechanic III, Custodian, Electronic Tech I, Facilities Services Tech I
Pay Group 10:	Laborer
Pay Group 11:	Seasonal Laborer

9.1.~~43~~ Any employee hired to the position of Mechanic II, as a condition of employment, shall obtain an EVT within 12 months from date of hire.

9.1.~~54~~ Employees performing the work of Scuba Diving for the Parks Department shall be compensated at one and one-half (1-1/2) times their straight time hourly rate of pay, corresponding with the employee’s pay Step, for all hours worked as a Scuba Diver.

9.1.~~65~~ For PAY GROUPS 1- 8, STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.~~76~~ For PAY GROUP 9, STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.~~87~~ For PAY GROUP 10, STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

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

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

- Backhoe
- Eductor Truck
- Crawler Tractor (D4 or above)
- Dual Axle Dump Truck
- Grader
- Loader
- Sweeper
- Tractor Roadside Mower
- 16 Foot Mower

Pipeline Video Truck
Track Hoe/Excavator
Motorized Paving Machine

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

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

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

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

- * May be operated by Seasonal Laborer (Pay Group 11), or On call Employees who are properly trained and when no regular employee is present or available to do the work— all other equipment must be operated by or assisted by a regular employee pursuant to classification.
- * The City shall make available for use the necessary protective safety equipment or protective clothing as required as a condition of employment. Such equipment may include rain gear, steel toed rubber boots, PPE's as required.

9.2 HIRE-IN RATES

New regular employees shall normally be placed at Step 1 of the appropriate salary range or placed consistent with current policy and subject to approval of the City Manager or his or her designee.

9.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1

STANDBY PAY

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

10.1.1 The purpose of Standby Duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone, City issued cell phone, City issued laptop, or by on-site inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if callback should occur; and to keep appropriate records. The City may issue laptop, or cell phone for the expressed use of the standby assignment, no personal use of this equipment will be allowed. An employee on Standby Duty shall be provided a City vehicle while on duty.

10.1.2 In the event personnel are needed, qualified bargaining unit members shall be given first opportunity to respond to call out.

10.1.3 In emergency situations, when providing cross-training for a limited and specific time or when a Department has instituted a Standby Duty practice and has less than six (6) qualified employees who have volunteered for Standby Duty, the Employer may continue to assign non-bargaining unit employees to Standby Duty.

10.1.4 An employee who wishes to be removed from volunteer Standby Duty shall give two (2) weeks' notice. Employees may be moved up on the rotational list as required by the Employer.

10.1.5 The Employer shall make every effort to design the rotation of the Standby Duty among the employees so that no one (1) employee or group of employees is consistently assigned standby on holiday weekends.

Standby Duty shall commence as of quitting time on Tuesday and continue through to starting time on the following Tuesday morning. Other seven (7) day weekly periods of time may be established, in lieu of the Tuesday to Tuesday schedule, by mutual agreement between the Employer and the employee group. An employee who serves on Standby Duty shall receive a flat rate of ~~seven-eight~~ hundred ~~eighty-twenty~~ seven dollars and ~~twenty~~ seven cents (~~\$780.29~~\$827.97); in ~~2018-2021~~ and adjusted annually by the wage increase; (if any), specified in Article 9.

Commented [AH1]: 2018 \$780.29
2019 (+3%) \$803.70
2020 (+2%) \$819.77
2021 (+1%) \$827.97

10.1.6 Telemetry Standby - Notwithstanding Section 10.1, the Telemetry Standby shall be compensated at a rate that shall average four hundred ~~ten-thirty five~~ dollars and ~~eight-fourteen~~ cents (~~\$410.08~~\$435.14) a week in ~~2018~~2021, a week, adjusted annually by the wage increase, (if any), specified in Article 9. The Employer shall continue to assign non-bargaining unit employees to Telemetry Standby Duty when there are less than six (6) employees who have volunteered for the Standby Duty. The Employer is involved in the training of employee(s) for Telemetry duties.

Commented [AH2]: 2018 \$410.08
2019 (+3%) \$422.38
2020 (+2%) \$430.83
2021 (+1%) \$435.14

10.1.7 Partial Week Standby Duty - In the event that a Department institutes a Standby Duty practice that provides for weekend and/or holiday coverage (as distinguished from full week Standby Duty, as specified in Sections 10.1 and 10.1.5 or Telemetry Standby, as specified in Section 10.1.6), the following conditions shall apply:

10.1.~~8~~7.1 Weekend Standby Duty - Weekend Standby Duty shall commence as of quitting time on Friday and continue through to starting time on the following Monday morning. An employee who serves Weekend Standby Duty shall receive a flat rate of ~~three hundred thirty five dollars and fifty three cents (\$335.53)~~three hundred fifty six dollars and three cents (\$356.03) in ~~2018~~2021, (Note: $3 \div 7 \text{ days} = 43\% \times \780.29 ~~\$827.97~~ = ~~\$335.53~~\$356.03) per weekend.

10.1.~~9~~7.2 Holiday Standby Duty - Holiday Standby Duty shall commence as of quitting time the day before the holiday. (For example, if the holiday falls on Monday, the Holiday Standby Duty shall commence at the normal starting time on the Monday, and shall continue through to the following day's normal start time.) An employee who serves Holiday Standby Duty shall receive a flat rate of one hundred ~~eighteen-twenty five~~ dollars and ~~seventy-two-ninety eight~~ cents (~~\$118.72~~\$125.98) per holiday in ~~2018~~2021, adjusted annually by the wage increase (if any), specified in Article 9. This Section shall not apply to those employees on Standby Duty pursuant to Sections 10.1.5 or 10.1.6. ~~Adjusted annually by the wage increase, (if any) specified in Article 9.~~

10.1.~~40~~7.3 Daily Standby Duty - Shall ~~commence~~ at the end of the regular work shift for the Parks and Facilities staff members. The purpose of daily stand-by is for circumstances such as special events, emergencies, and leave coverage. An employee who serves a single day of Stand-by ~~d~~Duty shall receive a flat rate of one hundred ~~nine~~ fifteen dollars and ~~twenty-four~~ninety two cents (~~\$109.24~~\$115.92) (note: $1 \div 7 \text{ days} = 14\% \times \$780.29 \text{ weekly rate} = \109.24 in ~~2018~~2021. (Note: $1 \div 7 \text{ days} = 14\% \times \$827.97 \text{ weekly rate} = \115.92 .)

10.1. ~~118~~ The Standby Duty rates shall be adjusted by the wage increase, (if any) as specified in Article 9. Rates below represent the established wage increases.

Rate	Weekly	Telemetry	Weekend	Holiday	Daily
2018	\$780.29	\$410.08	\$335.53	\$118.72	\$109.24
2019	\$795.89	\$418.29	\$342.24	\$121.09	\$111.43
2020 <u>2021</u>	\$811.81 <u>\$827.97</u>	\$426.65 <u>\$435.14</u>	\$349.09 <u>\$356.03</u>	\$123.51 <u>\$125.98</u>	\$113.66 <u>\$115.92</u>

10.2 CALL-BACK PAY

An employee who is called to return to work after having left the work location upon completion of their shift, shall receive a minimum of three (3) hours pay at the overtime rate; provided however, should they be called to return to work within three (3) hours from the starting time of their work shift, they shall receive compensation at the overtime rate only for that period from the callout to the start of their work shift. Upon request of the employee, the Employer shall endeavor to provide no less than a four (4) hour break between the completion of an employee's work on callback and the starting time of their work shift when the employee on callback has worked four (4) hours or more. Only hours actually worked can be counted toward double time, ref: Article 6.4.

10.3 WORK IN A HIGHER CLASSIFICATION

In the event an employee operates equipment or works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at the next higher pay step of the higher classification that provides for an increase of at least five percent (5%) for the period worked, provided such work exceeds two (2) hours or more during a workday. Assignments in the section shall be made by management or by management's designee only. Assignments begin when the employee takes responsibility of the higher level work. This Article shall not apply to on the job training under the direction of an instructor. An employee may request to be tested and taken off training status.

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

The Employee shall be responsible for the payment of his/her dues to such Labor Organization which holds jurisdiction over the temporary position. Representation during this temporary assignment will be the responsibility of the jurisdictional Union over the position.

10.4 MILEAGE REIMBURSEMENT

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

10.5 FOOTWEAR ALLOWANCE

Footwear - On the first payday in September of each year, the Employer shall distribute to each benefitted employee an allowance, for ANSI approved work footwear in the amount of two hundred twenty-five dollars, \$225.00. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work.

- 10.5.1 Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.
- 10.5.2 New Hire Employees – New employees shall be eligible for a footwear allotment upon hire; provided however, should the employee fail to successfully complete their probationary period the value of such footwear shall be withheld from their final pay check.
- 10.5.3 WISHA compliance procedure may be reviewed from time-to-time, as necessary, by the Safety Risk Analyst.
- 10.5.4 Street clothing, purchased by the City for an employee as part of a uniform will be considered taxable income.

10.6 CLOTHING ALLOWANCE

Clothing Allowance - on the first payday in March of each year, the employer shall issue to each participating employee a clothing allowance for work related pants in the amount of one hundred twenty-five dollars, (\$125.00).

10.67 LONGEVITY PAY

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.

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

- \$ 70.00 total per month at the start of the 10th year of service
- \$120.00 total per month at the start of the 15th year of service
- \$170.00 total per month at the start of the 20th year of service

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

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

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st

Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	
Day Before Christmas Day	Last regular work day before Christmas Day
Christmas Day	December 25th
Day Before New Year's Day	Last regular work day before New Year's Day
Floating Holiday	

11.2 RELIGIOUS HOLIDAYS

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

11.3 HOLIDAY OBSERVANCE

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

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

When an employee requests a Floating Holiday, the request must give at least one (1) week advance notice. The employee must have completed ~~probation~~ six (6) months of employment to be eligible for his/her floating holiday. Granting of the Floating Holiday shall be based on departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day. A Floating Holiday shall equal an eight (8) hour period.

11.4 HOLIDAY ON DAY OFF

Benefitted employees shall receive eight (8) hours' holiday benefit pay for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE. On observed holidays off, employees who are on a 4/10 schedule shall have the following options: 1) use two (2) hours of vacation or compensatory time to make a full ten (10) hour day; 2) work an

additional two (2) hours at the straight-time rate during the work week to make up for the two (2) hours off on the holiday prior to any overtime hours; or 3) take two (2) hours of leave without pay for a total of 38 hours of pay for the work week.

11.5 HOLIDAY COMPENSATION

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

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

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

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

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

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

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

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

Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the employee requested to utilize the leave

and service and work requirements precluded granting the leave. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

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

~~12.2 ADDITIONAL LUMP SUM~~

~~Upon ratification of this agreement each employee currently in Step H shall be granted a one-time lump sum, (for the 2018 calendar year only) distribution of twenty-four (24) vacation hours to be deposited in their vacation accrual bank. All other employees in Step C – G, except for employees moving into Step C as a result the collapse of Steps A and B shall be granted a one-time lump sum, (for the 2018 calendar year only) distribution of twelve (12) vacation hours to be deposited in their vacation accrual bank. The distribution of vacation hours will be deposited into eligible employees' vacation accrual banks in the first pay period of February 2018.~~

12.3 VACATION SCHEDULING

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

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

12.4 VACATION PAY

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

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

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

12.5 VACATION UPON TERMINATION

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

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

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

13.1.1 Regular employees ~~shall accrue ninety six (96) hours of~~ sick leave with pay ~~per year shall accrue at the rate of eight (8) hours of leave for each calendar month of the employee's service~~ and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) ~~working~~ hours. Taking any leave without pay in any pay period shall result in a pro-rationing of sick leave accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

~~Note: The parties agree to re-open this Article only if no agreement is reached by end of February, 2018 regarding a City and/or Union proposal on sick leave incentive(s) for employees. In that event, the parties agree to return to the table and bargain.~~

13.2 SICK LEAVE USAGE

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

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

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

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

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

13.3 SHARED LEAVE

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

13.4 COORDINATION - WORKER'S COMPENSATION

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

13.5 FAMILY MEMBER

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

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

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

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

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

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

14.2 JURY DUTY/COURT

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

14.3 MILITARY LEAVE

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

14.4 BEREAVEMENT

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

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

14.5 MAINTENANCE OF SENIORITY

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

14.6 LEAVE WITHOUT PAY

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. Compensatory time may be utilized at the discretion of the employee.

If authorized by the Employer or required by law, regular employees may take up to six (6) months leave of absence without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of 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.

14.7 FAMILY LEAVE – FMLA

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

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

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

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

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

14.8 MATERNITY LEAVE

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

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

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

14.9 INCLEMENT WEATHER

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

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) with coverages illustrated in Appendix C. The Employer will also offer a fully-insured HMO option through Kaiser Permanente (formerly Group Health) (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 an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

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

Changes in insurance carrier shall be subject to Article 15.1.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance – 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.

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

Northwest Teamsters Dental Trust Fund (Plan A)
Vision Services Plan

The employer will strive to ensure employees access to benefits programs in compliance of plan underwriting rules for domestic partners.

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 employees shall receive medical, dental, and vision benefits, in accordance with Article 5.2.2

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

15.3 FLEXIBLE SPENDING ACCOUNT – FSA

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

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

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

15.4 RETIREMENT

Teamster Pension – Effective January 1, 2012, the City shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each straight time hour for which compensation is paid up to a maximum of one hundred and eighty-four (184) hours per calendar month. The City shall pay up to the contribution rate of thirty five cents (\$0.35) per hour. Any rate above the thirty-five cents (\$0.35) shall be diverted from the hourly rate of pay for each employee up to the maximum of one hundred and eighty-four (184) hours per calendar month.

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

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

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

Teamsters Retiree’s Welfare Trust - If directed by the Union and effective no sooner than 60 days after notification, the Employer shall divert from the hourly rate of pay of each employee each month one hundred percent (100%) of the premium necessary to provide coverage under the Teamsters Retiree’s Welfare Trust on behalf of each employee who is compensated eighty (80) hours or more in the month preceding the month in which the

contribution is due. The Union shall inform the Employer after a vote of the membership has affirmed the desire to divert such wages.

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

15.5 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 and satisfies the Wellness incentive criteria, as described in Appendix D, 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.

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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.

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. This HRA (VEBA) will replace the existing Teamster HRA VEBA, discontinuing the mandatory payroll deduction.

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. 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 Article 15 for bargaining.

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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

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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).

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

Should the employee separate from City employment within ninety (90) days of the renewal fee date the value of such renewal fee shall be withheld from their final pay check.

16.3 COMMERCIAL DRIVERS LICENSE (CDL) TRAINING

For positions where the employer requires an employee to obtain a Class A, Commercial Driver's License (CDL) as a requirement of their job, the employer shall pay for all the initial training and certifications fees. The training and certifications will be provided by an approved vendor of the employer's choice and subject to all Department of Transportation (DOT) regulations.

Should an employee voluntarily resign or be separated with cause within the first twelve (12) months after completing the City-paid CDL training, the employee shall reimburse the City one-hundred percent (100%) of the total cost of the CDL course. Should the employee voluntarily resign or be separated with cause within twenty-four (24) months after completing the CDL training course, the employee will repay fifty (50%) percent of the total cost for the CDL training course.

The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from an employee's salary, annual leave, or other amounts due to the employee and may seek recovery of such reimbursements by any other legal means. Any

outstanding monies owed the City must be paid in full within sixty (60) days after the last day of employment.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

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

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

17.2 COMPOSITION OF COMMITTEE

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

17.3 COMPENSATION

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

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

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

Commercial Drivers Licenses - For all employees employed as of the signature date of this Agreement, the Employer shall pay up to actual employer cost, or the actual cost at an Employer designated facility, for the cost of any physical exam necessary for the attainment or renewal of a Commercial Driver's License.

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

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a determination with

regard to safety. Upon the supervisor's instruction and liability, the employee will perform the work but may refer the matter to the safety committee or risk management.

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

18.2 HEALTH & SAFETY PLAN

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

18.3 DRUG FREE WORKPLACE

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

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

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

18.4 WORK-PLACE VIOLENCE

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

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

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

19.2 GRIEVANCE PROCEDURE

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

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

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

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

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

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

It shall be the function of the Arbitrator to hold a hearing at which the parties may present their cases concerning the grievance. The Arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto shall pay the expenses of their own representatives and the expenses of the Arbitrator shall be borne equally by the parties hereto.

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

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

19.3 UNION/EMPLOYER GRIEVANCE

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

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

19.4 SCHEDULE OF MEETINGS

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

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

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

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

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

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

No employee shall strike, slowdown, interfere with the operation of the department, or refuse to perform the employee's assigned duties to the best of the employee's ability, nor shall the Union cause or condone any strikes, slow-downs or other interference with the

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

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

- 21.1.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.
- 21.1.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 21.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 21.1.4 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.
- 21.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

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

bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

This Agreement shall be effective January 01, ~~2018~~2021 and shall remain in full force and effect through December 31, ~~2020~~2021.

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

23.2 ENTIRE AGREEMENT

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

SIGNATURES

Signed this _____ day of April, 2021.

CITY OF KIRKLAND, WASHINGTON

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

By: _____
Kurt Triplett, City Manager

By: _____
Scott A. Sullivan, Secretary-Treasurer

As Negotiated:

By: _____
Anh Hoang, Human Resources Director

Approved as to form:

By: _____
Kevin Raymond, City Attorney

By: _____
William Evans, Assistant City Attorney

Date _____

A G R E E M E N T

by and between

CITY OF KIRKLAND, WASHINGTON

and

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

January 01, 2021 through December 31, 2021

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A G R E E M E N T

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

January 01, 2021 through December 31, 2021

PREAMBLE

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

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

ARTICLE 1 – DEFINITIONS

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

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

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

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

Street/Grounds
Fleet
Water
Waste Water
Surface Water
Internal Services (Facilities Maintenance)

Parks and Community Services

- 1.1.4 "Employee" shall mean a regular full-time, regular part-time, temporary and qualified Seasonal Laborer (as defined in 5.2.4) employees in the bargaining unit (as defined in Section 1.1.3 hereof) covered by this Agreement.
- 1.1.5 "Non Bargaining Unit Employees" shall mean all non-maintenance employees and those employees in the following classifications in the departments or divisions as indicated:
- Directors
 - Clerical Employees
 - Summer Help
 - Seasonal Help
 - All other City Employees
 - On-Call/Extra Help
- 1.1.6 "Wages" shall mean the rate of pay so identified and set forth in Article 9 to this Agreement.
- 1.1.7 "Overtime" shall mean compensation at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all work performed in excess of the employee's regularly scheduled shift in any one (1) day or forty (40) hours at straight-time in any one (1) week and as defined in Article 6.4.
- 1.1.8 "Double Time" shall mean compensation at two (2) times the employee's regular straight-time hourly rate of pay for all work as defined in Article 6.4.
- 1.1.9 "Vacation" shall mean a scheduled workday or accumulation of scheduled workdays on which a full-time or part-time employee may, by prearrangement, continue to receive the regular rate of compensation although the employee does not work.
- 1.1.10 "Members of employee's household" shall mean persons who reside in the same residence, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term shall not include persons sharing the same general residence when the living style is primarily that of a dormitory or commune.
- 1.1.11 "Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons when approved by the City Manager or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all those employees within the bargaining unit (as defined in Article 1, Section 1.1.3). Supervisory employees shall only instruct, or train employees, assure proper standards of work and job performance, temporarily cover when qualified bargaining unit employees are not readily available, and handle emergency situations. The Employer shall not utilize part-time, temporary, or seasonal employees in a way that results in layoff or termination of regular employees from their jobs.

2.2 NEW CLASSIFICATIONS

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

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

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

ARTICLE 3 - UNION SECURITY

3.1 DUES AND INITIATION FEES DEDUCTION

Upon written authorization from an employee within the bargaining unit, the Employer shall deduct from the wages of that employee the sum certified as assessments and monthly dues of the Union and shall forward such sum to the Union. Should any employee not have any monies due them or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that employee for that month. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Upon written authorization from an employee within the bargaining unit, the Employer shall also deduct from the wages of that employee the sum certified as the initiation fees of the Union in equal payroll increments and shall forward such sum to the Union. As above, the Union shall indemnify, defend and hold the Employer harmless against any

claims made and against any suit instituted against the Employer on account of any initiation fee of dues for the Union.

3.2 NEW HIRE ORIENTATION

The Employer shall notify the Union of all new full-time, part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will be provided thirty (30) minutes during the employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than 90 calendar days. Employees have the option to attend or not attend the orientation.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with a roster of employees covered by this Agreement on an annual basis or as needed pursuant to Article 8. The roster shall include name, address, social security number, salary, classification, department, hire date and termination date. The Employer will provide notification to the Union for all new hires, qualified Seasonal Laborer employees and qualified promotional advancement by means of a letter courtesy copy, written or electronic.

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

3.4 NONDISCRIMINATION – UNION ACTIVITY

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

ARTICLE 4 - UNION/EMPLOYER RELATIONS

4.1 UNION ACCESS

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

4.2 FACILITY USE

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

4.3 STEWARDS

The Union shall provide the Human Resources Department with a current list of all stewards and officers. With notice to the City, stewards and/or the officers shall be allowed

reasonable time during working hours to investigate and process grievances, as defined in Article 4.8, 4.9 and 19.4. Employees shall attend Union meetings on their own time.

4.4 ORIENTATION

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

4.5 BULLETIN BOARDS

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

4.6 CONTRACT DISTRIBUTION

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

4.7 NEGOTIATIONS RELEASE TIME

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

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

4.8 GRIEVANCE RELEASE TIME

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

4.9 UNION BUSINESS

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

Any concerns by the Employer which indicate that a Union steward is spending an unreasonable amount of time performing Union duties shall be referred to Human

Resources for discussion and resolution with the Staff Representative of the Union or their designee.

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Probation - A new employee shall work under the terms of this Agreement, but shall be subject to the normal twelve (12) month probation period, during which time the employee may be discharged without recourse from the employee or the Union.

Trial Service Period - Employees who are transferred or promoted into a posted position and/or classification in the bargaining unit shall serve a trial service period for three (3) months of work, consistent with Article 7.3. Employees moving between divisions, but in the same classification, does not constitute a transfer but rather is a change of assignment and does not invoke a Trial Service Period.

Employees' time off on paid or unpaid leave shall not count towards their new hire probationary periods and transfer/promotional Trial Service Periods. However, for employees who have not attained the required certifications, i.e. CDL, the time to obtain the certification(s) may not count towards the Trial Service Period.

5.2 TYPES OF EMPLOYMENT

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

5.2.1 Regular Full-Time Employees:

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

5.2.2 Regular Part-Time Employees:

A regular part-time employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked 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 0.8 FTE's benefit 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, which will be applied based on the definitions in 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. 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 determined per Article 3 for represented classifications, per the terms of the Agreement. Regular employees moving to a temporary position, as above, may become or remain Union members, per the Agreement representing the temporary position.

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

5.2.4 Seasonal Laborer Employees:

A Seasonal Laborer employee works for a specific amount of time (a season), and is not anticipated to work more than a six (6) month season without a break in service. A seasonal employee who has at least a thirteen (13) month break in service between seasons may be considered a new hire again for purposes of contractual benefits. While a term of employment is anticipated, the assignment/project may be terminated at any time for any reason with or without notice. Seasonal Laborer employee(s) are not eligible to receive the benefits package.

Seasonal laborer employees shall, after their initial 347 hours service, (within the Seasonal Laborer classification) be eligible to become bargaining unit members and shall pay initiation and monthly union dues should they elect to be union members. Seasonal Laborer employees who have worked between 348 hours and six (6) months shall be covered by the following provisions: (subject to the twelve (12) month break of service language below).

- Article 1 – Definitions
- Article 2 – Recognition
- Article 3-Union Security
- Article 4-Union/Employer Relations
- Article 5 – Employment
- Article 9- Wages
- Article 16- Training
- Article 18- Health & Safety
- Article 19- Grievance Procedure
- Article 20 – No Strike Lockout

Article 21 – Management Rights
Article 22 – General Provisions
Article 23- Entire Agreement

Seasonal Laborer employees with acceptable performance shall be rehired according to qualifications, ability and experience with the City — qualifications and ability being equal to other candidates (including new hires), experience with the City shall prevail.

Below is an outline of the two tiers of Seasonal Laborer status:

<u>Tier</u>	<u>Hours</u>	<u>Status</u>
One	0-347	Non-Represented employee
Two	348 hours to 6 months	Teamsters represented employee with rights identified above

Seasonal Laborer employees working over 1040 hours in a year calculated on a rolling basis or more than a six (6) month season, whichever comes first, shall become a temporary employee subject to separation any time at the employers discretion (at will employee) consistent with Article 5.2.3. Benefits shall be available consistent with Article 15. Benefits shall be retroactive only as required by law.

If a Seasonal Laborer has a break in service (separation from employment from the City) for twelve (12) months or more (based on separation date), they may be considered a new employee without representation from Teamsters (tier one). Once they complete 347 hours of work, they will become a represented Teamsters employee (tier two)

The parties agree that Article 9 Wages is revised to include the Seasonal Laborer position as Pay Group 11. (Reference Appendix B)

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

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 rolling twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded within a twelve (12) month period, the variable hour 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. The employee is then eligible for union membership per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. “Contractors” who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary

and when there are not regular staff either qualified or available to do such work. Contractors will not be utilized in a manner that will cause an employee to be laid-off or terminated.

5.4 STUDENTS/INTERNS

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

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

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

6.2 WORK SCHEDULES

Each employee shall be assigned a regular work schedule and starting time.

If a shift change or a starting time change is to occur, including temporary shift changes, the employee shall be given a week's notice prior to the change going into effect. If rescheduling of the employee's on-going or temporary work schedule occurs with less than a week's prior notice, the employee shall be paid twenty percent (20%) over their regular straight-time hourly rate of pay for all hours worked outside of the employee's prior work schedule. However, when the work schedule change is temporary, such as for a response to weather conditions, the change back to the employee's normal work schedule does not require a week's advanced notice, and such change back will not be subject to the twenty percent (20%) premium pay.

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

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

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

6.3 REST/MEAL BREAKS

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

Meal Periods - During regular or overtime work shifts, employees shall be allowed a meal period of thirty (30) minutes which shall be on the employee's own time. The meal period shall commence within one (1) hour of the mid-point of shift. No employee shall be required to work more than five (5) consecutive hours without a meal period, unless such is waived by mutual agreement between the employee and the City. One-half (1/2) hour overtime at the one and one-half (1.5) rate shall be paid to an employee who is directed by management to work through a meal period (hereafter referred to as a "work through") and receives no meal period for the work shift.

Example 1, an employee who normally works eight (8) hours per day with a half (1/2) hour unpaid meal period is directed to work through their meal period and ends the work day having worked eight and one-half (8.5) hours. The employee is paid straight time for the first eight (8) hours worked, paid at time and one-half (1.5) for the next half hour worked, and paid at time and one-half (1.5) for the half (1/2) hour of work through.

Example 2, an employee who normally works eight (8) hours per day with a half (1/2) hour unpaid meal period is directed by management to work through their meal period, but the employee requests to leave work a one (1) hour early and ends the day having worked seven and a half (7.5) hours. The employee is paid straight time for the eight (8) hours worked. The pay for the half (1/2) hour of work through is negated by the employee leaving work an hour early.

Example 3, an employee requests to work through lunch in order to leave work early without having to use up her accrued leave. Supervisor approves. There is mutual agreement and the "work through" provision does not apply.

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

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

6.4 OVERTIME

All hours of work in excess of the employee's daily scheduled work day must be pre-authorized by the employee's supervisor or manager. Authorized overtime hours worked will be paid at the regular time and one-half (1.5) or the double rate of pay based on the following.

- 6.4.1 All hours compensated over forty (40) hours per week or over the employee's scheduled work day (if scheduled for eight (8) hours or more) shall be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. The employee's "regular" rate shall be as defined by the Fair Labor Standards Act (FLSA).

For employees on a 4/10, 9/80, etc., overtime rate of one and one-half (1-1/2) shall be paid for all hours worked over the employee's scheduled work day of ten (10), nine (9), eight (8) hours.

For purpose of computing overtime at the one and one-half (1-1/2) time rate, all paid contractual holidays, comp time, sick leave and vacation time within the employee's regular scheduled FLSA work week shall be considered as "compensated hours".

Scheduled overtime on the employee's normally scheduled day off shall be paid at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay.

- 6.4.2 All overtime hours worked in excess of four (4) hours of the employee's scheduled workday shall be paid at two (2) times the employee's regular straight time hourly rate of pay for actual hours worked, not hours compensated as defined in subsection 6.4.1 above.

For the purpose of calculated hours worked for double overtime, the hours worked will be assigned to the calendar day on which the overtime started.

- 6.4.3 All overtime shall be calculated and paid in fifteen (15) minute increments for time worked either immediately prior to or immediately after the employee's regular shift.

- 6.4.4 Non-pyramiding - Premium or overtime pay shall not be duplicated or pyramided.

6.4.4.1 Except in emergent/emergency situations, all overtime must be approved in advance by the employee's immediate supervisor or manager.

6.4.5 Callbacks shall be offered to qualified employees by Division. In the event there are no qualified employees in the Division that make themselves available for overtime, the overtime shall be offered to those qualified employees outside of the Division.

6.5 COMPENSATORY TIME

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

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

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

6.5.2 All accumulated compensatory time shall be cashed-out and paid to the employee, provided however, written notice is submitted to the payroll preparer and that an employee cannot cash out available compensatory time and use compensatory time in the same pay period. An employee may elect to carryover up to forty (40) hours of compensatory time into the next cycle year. The cycle year shall be November 1 through October 31.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

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

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

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

7.2 JOB POSTING

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

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

7.3 PROMOTIONS

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

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

7.4 PERSONNEL FILE/POLICIES

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

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

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Human Resources department, access shall be provided within a maximum

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

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

7.5 EVALUATIONS

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

Evaluation may occur in two forms:

- 7.5.1 All regular employees should be formally evaluated in writing by their immediate supervisor and/or appointing authority during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.
- 7.5.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

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

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

7.6 DISCIPLINE/CORRECTIVE ACTION

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

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

- oral warnings, which will be documented;
- written warnings – which may also include work performance improvement or corrective action plan for poor work performance or misconduct,

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

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

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

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

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

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

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

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

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

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

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

The City and the Union agree to consider proposals to change the effective time period for written warnings as part of the Labor Management process outlined in Article 17.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

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

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

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

8.2 APPLICATION OF SENIORITY

Seniority shall be applied in the following manner:

- 8.2.1 Postings/promotions: - among current employees, where ability and qualifications are equal, seniority will be observed in job postings, promotion and reassignment

(i.e. transfers and shift changes). Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, and employment record.

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

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

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

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

8.3 PROBATIONARY PERIOD

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

8.4 LOSS OF SENIORITY

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

8.4.1. Resignation.

8.4.2. Discharge for cause.

8.4.3. Retirement.

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

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

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

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

8.5 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions, in the number of partial FTEs, or an involuntary

reduction of scheduled hours (i.e. full time FTE to partial FTE) within the City or within a job classification covered by this Agreement. A reduction in force in classification may occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

8.6 NOTICE

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

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

8.7 MEETING WITH UNION

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

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

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

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

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

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

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

8.9 VACANT POSITIONS

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

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

8.10 SENIORITY LIST

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

8.11 ORDER OF LAYOFF

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

8.12 COMPARABLE EMPLOYMENT

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

8.13 LAYOFF OPTIONS

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

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

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

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

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

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

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

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

8.14 REDUCTION HOURS/FTE

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

8.15 RECALL

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

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

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

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

8.16 VACATION & LEAVE CASH OUTS/PAY

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

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

8.17 UNEMPLOYMENT CLAIMS

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

ARTICLE 9 – WAGES

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

9.1 WAGES

WAGE SCHEDULE The wages for employees and classifications covered by this Agreement are located in Appendix B.

9.1.1 Wage Adjustments

Effective January 01, 2021 the rates of pay for all bargaining unit positions, shall be increased by one hundred percent (100%) of the Consumer Price Index, All Items, for Urban Wage Earners and Clerical Workers (CPI-W), June 2019 to June 2020, for Seattle-Tacoma-Bellevue, which is one percent (1%).

9.1.2 One-Time Payment

Effective on the next available pay period after this Agreement is signed by all signatory parties, members of the bargaining unit will receive \$450.00 one-time additional pay, less applicable payroll taxes. This one-time payment is to reimburse bargaining unit employees for partial commuting expenses, because they are required and have been working on-site during the City's COVID declaration of emergency and are not allowed to carpool while the emergency declaration is in effect because of social distancing requirements. By accepting this one-time payment for the year, bargaining unit employees are not eligible for the quarterly carpool or commute trip reduction incentive payments during 2021.

9.1.3 Pay Groups and Steps

Positions have been identified in pay groups that compare positions with similar competencies, skills and abilities:

Pay Group 1:	Vacant
Pay Group 2:	Electronic Tech III
Pay Group 3:	Leadperson
Pay Group 4:	Mechanic III

Pay Group 5:	Electronic Tech II, Emergency Vehicle Tech
Pay Group 6:	Facilities Services Tech I, Field Arborist
Pay Group 7:	Sr. Maintenance Person, Sr. Groundsperson, Mechanic II, Senior Craftsperson, Yard Maint & Inv Control, Facilities Services Tech II
Pay Group 8:	Utility Craftsperson, Utility Craftsperson-Meter Reader
Pay Group 9:	Utility Person, Grounds person, Grounds Tech, Mechanic III, Custodian, Electronic Tech I, Facilities Services Tech I
Pay Group 10:	Laborer
Pay Group 11:	Seasonal Laborer

9.1.4 Mechanic II

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

9.1.5 Scuba Diving

Employees performing the work of Scuba Diving for the Parks Department shall be compensated at one and one-half (1-1/2) times their straight time hourly rate of pay, corresponding with the employee's pay Step, for all hours worked as a Scuba Diver.

9.1.6 For PAY GROUPS 1- 8

STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.7 For PAY GROUP 9

STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

9.1.8 For PAY GROUP 10

STEP 1 to STEP 6 are automatic progression PAY STEPS, each being twelve (12) months in duration.

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

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

- Backhoe
- Eductor Truck
- Crawler Tractor (D4 or above)

Dual Axle Dump Truck
Grader
Loader
Sweeper
Tractor Roadside Mower
16 Foot Mower
Pipeline Video Truck
Track Hoe/Excavator
Motorized Paving Machine

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

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

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

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

- * May be operated by Seasonal Laborer (Pay Group 11), or On call Employees who are properly trained and when no regular employee is present or available to do the work— all other equipment must be operated by or assisted by a regular employee pursuant to classification.
- * The City shall make available for use the necessary protective safety equipment or protective clothing as required as a condition of employment. Such equipment may include rain gear, steel toed rubber boots, PPE's as required.

9.2 HIRE-IN RATES

New regular employees shall normally be placed at Step 1 of the appropriate salary range or placed consistent with current policy and subject to approval of the City Manager or his or her designee.

9.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

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

- 10.1.1 The purpose of Standby Duty is to be available during off-duty hours to receive service requests concerning problems; to investigate the nature and seriousness of the problem either by telephone, City issued cell phone, City issued laptop, or by on-site inspection; to correct minor problems causing a hazard, damage or potential damage, or significant inconveniences to the public; to call out appropriate crews when necessary; to direct the crew to the site; to perform work as a crew member if callback should occur; and to keep appropriate records. The City may issue laptop, or cell phone for the expressed use of the standby assignment, no personal use of this equipment will be allowed. An employee on Standby Duty shall be provided a City vehicle while on duty.
- 10.1.2 In the event personnel are needed, qualified bargaining unit members shall be given first opportunity to respond to call out.
- 10.1.3 In emergency situations, when providing cross-training for a limited and specific time or when a Department has instituted a Standby Duty practice and has less than six (6) qualified employees who have volunteered for Standby Duty, the Employer may continue to assign non-bargaining unit employees to Standby Duty.
- 10.1.4 An employee who wishes to be removed from volunteer Standby Duty shall give two (2) weeks' notice. Employees may be moved up on the rotational list as required by the Employer.
- 10.1.5 The Employer shall make every effort to design the rotation of the Standby Duty among the employees so that no one (1) employee or group of employees is consistently assigned standby on holiday weekends.

Standby Duty shall commence as of quitting time on Tuesday and continue through to starting time on the following Tuesday morning. Other seven (7) day weekly periods of time may be established, in lieu of the Tuesday to Tuesday schedule, by mutual agreement between the Employer and the employee group. An employee who serves on Standby Duty

shall receive a flat rate of eight hundred twenty-seven dollars and ninety seven cents (\$827.97) in 2021 and adjusted annually by the wage increase (if any), specified in Article 9.

- 10.1.6 Telemetry Standby - Notwithstanding Section 10.1, the Telemetry Standby shall be compensated at a rate that shall average four hundred thirty five dollars and fourteen cents (\$435.14) a week in 2021, adjusted annually by the wage increase (if any), specified in Article 9. The Employer shall continue to assign non-bargaining unit employees to Telemetry Standby Duty when there are less than six (6) employees who have volunteered for the Standby Duty. The Employer is involved in the training of employee(s) for Telemetry duties.
- 10.1.7 Partial Week Standby Duty - In the event that a Department institutes a Standby Duty practice that provides for weekend and/or holiday coverage (as distinguished from full week Standby Duty, as specified in Sections 10.1 and 10.1.5 or Telemetry Standby, as specified in Section 10.1.6), the following conditions shall apply:
- 10.1.7.1 Weekend Standby Duty - Weekend Standby Duty shall commence as of quitting time on Friday and continue through to starting time on the following Monday morning. An employee who serves Weekend Standby Duty shall receive a flat rate of three hundred fifty six dollars and three cents (\$356.03) in 2021 (Note: $3 \div 7 \text{ days} = 43\% \times \$827.97 = \$356.03$) per weekend.
- 10.1.7.2 Holiday Standby Duty - Holiday Standby Duty shall commence as of quitting time the day before the holiday. (For example, if the holiday falls on Monday, the Holiday Standby Duty shall commence at the normal starting time on the Monday and shall continue through to the following day's normal start time.) An employee who serves Holiday Standby Duty shall receive a flat rate of one hundred twenty five dollars and ninety eight cents (\$125.98) per holiday in 2021, adjusted annually by the wage increase (if any), specified in Article 9. This Section shall not apply to those employees on Standby Duty pursuant to Sections 10.1.5 or 10.1.6.
- 10.1.7.3 Daily Standby Duty – Shall commence at the end of the regular work shift for the Parks and Facilities staff members. The purpose of daily standby is for circumstances such as special events, emergencies, and leave coverage. An employee who serves a single day of Standby Duty shall receive a flat rate of one hundred fifteen dollars and ninety-two cents (\$115.92) in 2021. (Note: $1 \div 7 \text{ days} = 14\% \times \$827.97 \text{ weekly rate} = \115.92 .)
- 10.1.8 The Standby Duty rates shall be adjusted by the wage increase, (if any) as specified in Article 9. Rates below represent the established wage increases.

Rate	Weekly	Telemetry	Weekend	Holiday	Daily
2021	\$827.97	\$435.14	\$356.03	\$125.98	\$115.92

10.2 CALL-BACK PAY

An employee who is called to return to work after having left the work location upon completion of their shift, shall receive a minimum of three (3) hours pay at the overtime rate; provided however, should they be called to return to work within three (3) hours from the starting time of their work shift, they shall receive compensation at the overtime rate only for that period from the callout to the start of their work shift. Upon request of the employee, the Employer shall endeavor to provide no less than a four (4) hour break between the completion of an employee's work on callback and the starting time of their work shift when the employee on callback has worked four (4) hours or more. Only hours actually worked can be counted toward double time, ref: Article 6.4.

10.3 WORK IN A HIGHER CLASSIFICATION

In the event an employee operates equipment or works in a higher classification than that to which the employee is regularly assigned, the employee shall be paid at the next higher pay step of the higher classification that provides for an increase of at least five percent (5%) for the period worked, provided such work exceeds two (2) hours or more during a workday. Assignments in the section shall be made by management or by management's designee only. Assignments begin when the employee takes responsibility of the higher level work. This Article shall not apply to on the job training under the direction of an instructor. An employee may request to be tested and taken off training status.

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

The Employee shall be responsible for the payment of his/her dues to such Labor Organization which holds jurisdiction over the temporary position. Representation during this temporary assignment will be the responsibility of the jurisdictional Union over the position.

10.4 MILEAGE REIMBURSEMENT

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

10.5 FOOTWEAR ALLOWANCE

Footwear - On the first payday in September of each year, the Employer shall distribute to each benefitted employee an allowance, for ANSI approved work footwear in the amount

of two hundred twenty-five dollars, \$225.00. The employee shall wear protective footwear that meets or exceeds safety specifications to be allowed to perform compensated work.

10.5.1 Protective footwear shall be worn on the job during activities of any hazard exposure in order for the employee to be allowed to work each day.

10.5.2 New Hire Employees – New employees shall be eligible for a footwear allotment upon hire; provided however, should the employee fail to successfully complete their probationary period the value of such footwear shall be withheld from their final pay check.

10.5.3 WISHA compliance procedure may be reviewed from time-to-time, as necessary, by the Safety Risk Analyst.

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

10.6 CLOTHING ALLOWANCE

Clothing Allowance - on the first payday in March of each year, the employer shall issue to each participating employee a clothing allowance for work related pants in the amount of one hundred twenty-five dollars (\$125.00).

10.7 LONGEVITY PAY

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.

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

- \$ 70.00 total per month at the start of the 10th year of service
- \$120.00 total per month at the start of the 15th year of service
- \$170.00 total per month at the start of the 20th year of service

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

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

<u>Holiday</u>	<u>Observed</u>
New Year's Day	January 1st
Martin Luther King, Jr. Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th

Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving Day	
Day Before Christmas Day	Last regular work day before Christmas Day
Christmas Day	December 25th
Day Before New Year's Day	Last regular work day before New Year's Day
Floating Holiday	

11.2 RELIGIOUS HOLIDAYS

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

11.3 HOLIDAY OBSERVANCE

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

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

When an employee requests a Floating Holiday, the request must give at least one (1) week advance notice. The employee must have completed six (6) months of employment to be eligible for his/her floating holiday. Granting of the Floating Holiday shall be based on departmental needs and requirements. Seniority shall prevail in granting time off in those instances where more than one (1) employee requests the same day. A Floating Holiday shall equal an eight (8) hour period.

11.4 HOLIDAY ON DAY OFF

Benefitted employees shall receive eight (8) hours' holiday benefit pay for each holiday listed in Article 11.1 – Holidays, pro-rated to their FTE. On observed holidays off, employees who are on a 4/10 schedule shall have the following options: 1) use two (2) hours of vacation or compensatory time to make a full ten (10) hour day; 2) work an additional two (2) hours at the straight-time rate during the work week to make up for the two (2) hours off on the holiday prior to any overtime hours; or 3) take two (2) hours of leave without pay for a total of 38 hours of pay for the work week.

11.5 HOLIDAY COMPENSATION

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

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

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

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

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

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

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

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

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

12.2 VACATION SCHEDULING

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

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

12.3 VACATION PAY

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

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

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

12.4 VACATION UPON TERMINATION

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

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

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

13.1.1 Regular employees shall accrue ninety six (96) hours of sick leave with pay per year and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of nine hundred sixty (960) hours. Taking any leave without pay in any pay period shall result in a pro-rationing of sick leave accrual for that pay period, which shall be calculated upon actual hours worked as a percentage of the total hours of the pay period.

13.2 SICK LEAVE USAGE

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

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

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

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

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

13.3 SHARED LEAVE

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

13.4 COORDINATION - WORKER'S COMPENSATION

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

13.5 FAMILY MEMBER

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

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

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

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

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

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

14.2 JURY DUTY/COURT

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

14.3 MILITARY LEAVE

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

14.4 BEREAVEMENT

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

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

14.5 MAINTENANCE OF SENIORITY

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

14.6 LEAVE WITHOUT PAY

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. Compensatory time may be utilized at the discretion of the employee.

If authorized by the Employer or required by law, regular employees may take up to six (6) months leave of absence without pay. Leaves of thirty (30) calendar days or less can be authorized by the Department Director. Leaves in excess of 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.

14.7 FAMILY LEAVE – FMLA

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

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

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

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

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

14.8 MATERNITY LEAVE

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

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

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

14.9 INCLEMENT WEATHER

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

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical and Dental Insurance - The Employer will offer a self-insured High Deductible Health Plan (HDHP) administered by First Choice (or its equivalent) with coverages illustrated in Appendix C. The Employer will also offer a fully-insured HMO option through Kaiser Permanente (formerly Group Health) (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 an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. The Benefit Committee representative shall have no authority to negotiate on behalf of the Union any changes to be scheduled or content of benefit plans, any such changes shall be governed in accordance with Article 15.1 of this Agreement.

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

Changes in insurance carrier shall be subject to Article 15.1.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance – 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.

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

Northwest Teamsters Dental Trust Fund (Plan A)
Vision Services Plan

The employer will strive to ensure employees access to benefits programs in compliance of plan underwriting rules for domestic partners.

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 employees shall receive medical, dental, and vision benefits, in accordance with Article 5.2.2

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

15.3 FLEXIBLE SPENDING ACCOUNT – FSA

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

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

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

15.4 RETIREMENT

Teamster Pension – Effective January 1, 2012, the City shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each straight time hour for which compensation is paid up to a maximum of one hundred and eighty-four (184) hours per calendar month. The City shall pay up to the contribution rate of thirty five cents (\$0.35) per hour. Any rate above the thirty-five cents

(\$0.35) shall be diverted from the hourly rate of pay for each employee up to the maximum of one hundred and eighty-four (184) hours per calendar month.

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

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

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

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

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

15.5 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 and satisfies the Wellness incentive criteria, as described in Appendix D, 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.

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. This HRA (VEBA) will replace the existing Teamster HRA VEBA, discontinuing the mandatory payroll deduction.

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. 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 Article 15 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).

Certifications – Upon written request, the Employer shall pay for one (1) job related license, professional certification or professional affiliation and up to three renewal fees from the list included in Appendix E, per employee. Additional requests may be made, on

an exceptional basis, and consideration weighed by the work-related value. Excluded from this reimbursement are license fees and/or designations specified as a minimum qualification for the employee's current job classification, such as drivers' license and Commercial Drivers Licenses.

Should the employee separate from City employment within ninety (90) days of the renewal fee date the value of such renewal fee shall be withheld from their final pay check.

16.3 COMMERCIAL DRIVERS LICENSE (CDL) TRAINING

For positions where the employer requires an employee to obtain a Class A, Commercial Driver's License (CDL) as a requirement of their job, the employer shall pay for all the initial training and certifications fees. The training and certifications will be provided by an approved vendor of the employer's choice and subject to all Department of Transportation (DOT) regulations.

Should an employee voluntarily resign or be separated with cause within the first twelve (12) months after completing the City-paid CDL training, the employee shall reimburse the City one-hundred percent (100%) of the total cost of the CDL course. Should the employee voluntarily resign or be separated with cause within twenty-four (24) months after completing the CDL training course, the employee will repay fifty (50%) percent of the total cost for the CDL training course.

The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from an employee's salary, annual leave, or other amounts due to the employee and may seek recovery of such reimbursements by any other legal means. Any outstanding monies owed the City must be paid in full within sixty (60) days after the last day of employment.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

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

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

17.2 COMPOSITION OF COMMITTEE

To accomplish this end, a labor/management committee shall be composed of representatives of the Employer and of the Union. Said employees shall be allowed to attend the labor/management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the

parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

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

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

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

Commercial Drivers Licenses - For all employees employed as of the signature date of this Agreement, the Employer shall pay up to actual employer cost, or the actual cost at an Employer designated facility, for the cost of any physical exam necessary for the attainment or renewal of a Commercial Driver's License.

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

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

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

18.2 HEALTH & SAFETY PLAN

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

18.3 DRUG FREE WORKPLACE

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

Fitness For Duty – If a supervisor or manager reasonably suspects, through observation, that an employee may be under any influence of, or impaired by, a substance, the employee

shall be removed from duty immediately and undergo substance testing for the suspected substance. Except in emergency situations, the supervisor or manager shall consult with another supervisor, manager or representative of Human Resources to ensure that adequate grounds for reasonable suspicion exist. The consulted supervisor, manager or representative of Human Resources shall also personally observe the employee before the employee is required to test for the presence of that substance. At this time the employee will also be notified of their Weingarten rights.

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

18.4 WORKPLACE VIOLENCE

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

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

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

19.2 GRIEVANCE PROCEDURE

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

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

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

STEP 3 - If the employee and/or the Union is not satisfied with the solution by the Department Director, the grievance may be presented within ten (10) working days to the

City Manager or designee. The City Manager or designee shall attempt to resolve the grievance within fifteen (15) working days after it is presented.

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

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

It shall be the function of the Arbitrator to hold a hearing at which the parties may present their cases concerning the grievance. The Arbitrator shall render his/her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction. Each party hereto shall pay the expenses of their own representatives and the expenses of the Arbitrator shall be borne equally by the parties hereto.

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

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

19.3 UNION/EMPLOYER GRIEVANCE

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

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

19.4 SCHEDULE OF MEETINGS

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

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

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

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

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

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

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

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

21.1.1 The Employer has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Union shall be given an appropriate amount of time to review and request bargaining, as they determine needed, on proposed rules and policies.

- 21.1.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.
- 21.1.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended that all such duties shall be performed by the employee.
- 21.1.4 The Employer reserves the right to discipline or discharge for cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful and unproductive.
- 21.1.5 The Employer has the right to assign work and determine the duties of employees, to schedule hours of work, to determine the number of personnel to be assigned at any time, and to perform all other functions not expressly limited by this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

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

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

This Agreement shall be effective January 01, 2021 and shall remain in full force and effect through December 31, 2021.

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

23.2 ENTIRE AGREEMENT

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

SIGNATURES

Signed this _____ day of April, 2021.

CITY OF KIRKLAND, WASHINGTON

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

By: _____
Kurt Triplett, City Manager

By: _____
Scott A. Sullivan, Secretary-Treasurer

As Negotiated:

By: _____
Anh Hoang, Human Resources Director

Approved as to form:

By: _____
Kevin Raymond, City Attorney



City of Kirkland

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

APPENDIX A

City of Kirkland Commercial Driver's License Substance Abuse Policy

November 2008

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

I. INTRODUCTION

A. Purpose

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

B. Policy

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

C. Applicability

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

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

D. Definitions

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

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

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

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

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

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

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

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

E. Designated Contact

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

Safety/Risk Analyst

Human Resources Analyst

F. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Office.

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

G. Testing, Evaluation, and Referral Services

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

Drug and Alcohol Test Collection Site:

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

Drug & Alcohol Test Collection Site:

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

Testing Laboratory:

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

Medical Review Officer

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

Substance Abuse Professional:

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

H. Prohibited Conduct

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

1. Alcohol Concentration

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

2. Alcohol Possession and On-Duty Use of Alcohol

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

3. Pre-Duty Use of Alcohol

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

4. Alcohol Use Following an Accident

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

5. Use of Drugs

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

6. Refusal to Submit to a Required Test

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

7. Positive Drug Test

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

8. Tampering with a Required Test

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

9. Possession, Transfer or Sale

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

II. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

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

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

The City may offer conditional employment to the new employee prior to obtaining the information from previous employers. If the information has not arrived by the anticipated start date, and if the person has passed the pre-employment drug test, the person may be conditionally hired. If the requested information is not obtained from the previous

employers within thirty (30) calendar days of the date of hire, the conditional employment shall cease and the employee shall be released. If the information obtained from previous employers indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, the conditional employment shall cease, unless the person can provide information indicating a treatment program was successfully completed, including return-to-duty testing.

III. TESTING

A. Pre-Employment Testing

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

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

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

B. Random Testing

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

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

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

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

Employees selected for random testing will be scheduled for a test by the Safety/Risk Analyst during the month that the name was selected. The appointment for the collection will be made in advance and maintained in a confidential manner by the Safety/Risk Analyst until the day of the collection. The supervisor and/or the employees will not be notified until just prior to the testing. The employee may

request a union steward to accompany him/her to the testing site, provided the sample must be collected within two (2) hours following notification.

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

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

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

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

C. Reasonable Suspicion Testing

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

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

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

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

D. Post-Accident Testing

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

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

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. Supervisors are responsible for determining if the accident qualifies the driver for post accident testing and, if so, should escort the employee to the collection site. Employees may request a union steward to accompany them to the collection site, provided it does not cause an unreasonable delay. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

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

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

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

1. Return-to-Duty Testing

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

2. Follow-Up Testing

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

F. After-Hours Testing

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

G. Re-Tests

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

H. Refusal to Take Alcohol or Drug Test

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

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

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

IV. TESTING COSTS AND COMPENSATION

A. Testing Costs

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

If a split sample re-test returns a negative result, the City will reimburse the employee for the cost of the test.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee over and above the costs paid by the employee's benefits.

B. Pay Status

1. Time Spent Testing

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

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

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

- a. Return-to-duty testing

2. Waiting for Results

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

3. Alcohol Concentration of 0.02 but less than 0.04

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

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

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

V. TESTING METHODS

A. Drug Testing

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

B. Alcohol Testing

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

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

A. Positive Test Result

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

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

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

B. Alcohol Concentration of 0.02 but Less Than 0.04

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

VII. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL

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

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

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

VIII. TRAINING AND EDUCATION

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

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

IX. CONFIDENTIALITY AND RECORD RETENTION

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

*ATTACHMENT A****HealthForce Occupational Medicine Occupational Medicine
Drug Testing Collection Policies & Procedures***

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

Designation of Collection site

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

Security

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

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

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

Chain of Custody

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

Access Limited to Authorized Personnel

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

Privacy & Observed Collections

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

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

Integrity and Identity of Specimens & Collection Procedures

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

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

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

If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.

18. The collector will distribute the various copies of the chain of custody accordingly.

Adulterated, Cold or Shy Bladder Specimens

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

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

Release of Information

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

Direct Observation Collections Information

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

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

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

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

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

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

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

Breath Alcohol Testing

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

If Negative:

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

If Positive (.02 or greater):

Do confirmation Test as follows:

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

ATTACHMENT B

MRO Office Procedure

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

If test is negative:

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

If the test is positive:

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

ATTACHMENT C

City of Kirkland
DONOR NOTIFICATION OF SCHEDULED DRUG TEST

Donor ID:

Donor Name:

Test Date:

Work Location:

Occupation/Job Title:

Collection Site:

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

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

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

Present the following at the collection location:

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

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

Please sign below to acknowledge the receipt of this notice.

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

ATTACHMENT D

Impaired Behavior Incident Report Form

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

Name of Employee: _____

Location of employee while impaired: _____

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

Name of other witnesses: _____

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

Checklist of Possible Behaviors

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

Describe Incident:

Comments or Statements by Employee Indicating Possible Impairment:

Employee's Explanation for Impairment:

Supervisor/Witness Signature _____

Time _____ Date _____

ATTACHMENT E

**Drug/Alcohol Testing
Request Form**

Agency _____

Contact Person _____ () _____

Name and Place Where Samples are to be Collected _____

Address _____ City _____ State _____ Zip _____

**Test Required
(Check One)**

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

**Test Required
(Check One)**

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

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

Name	Social Security Number

ATTACHMENT F

**Drug/Alcohol Testing
Consent Form**

Date: _____

Employee Name: _____

Name of Supervisor
Requesting Exam: _____

Name of Supervisor
Accompanying Employee: _____

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

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

Name of Agency

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

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

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Supervisor Printed Name: _____

APPENDIX B
Teamsters 2021 Salary Table
Sorted by Job Title

GROUP /BU	JOB CLASS #	Job Class Title	Pay Group	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
TEAM	2000	Electronics Tech. 1	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2000	Electronics Tech. 1	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2000	Electronics Tech. 1	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2003	Electronics Tech. 2	5	HOURLY	\$ 33.92	\$ 35.69	\$ 37.90	\$ 39.25	\$ 40.80	
TEAM	2003	Electronics Tech. 2	5	MONTHLY	\$ 5,879.80	\$ 6,186.50	\$ 6,569.42	\$ 6,803.00	\$ 7,072.54	
TEAM	2003	Electronics Tech. 2	5	ANNUAL	\$70,557.60	\$74,238.00	\$78,833.04	\$81,636.00	\$84,870.48	
TEAM	2016	Electronics Tech. 3	2	HOURLY	\$ 39.34	\$ 40.32	\$ 41.35	\$ 42.98	\$ 44.71	
TEAM	2016	Electronics Tech. 3	2	MONTHLY	\$ 6,818.94	\$ 6,989.76	\$ 7,168.04	\$ 7,450.30	\$ 7,750.62	
TEAM	2016	Electronics Tech. 3	2	ANNUAL	\$81,827.28	\$83,877.12	\$86,016.48	\$89,403.60	\$93,007.44	
TEAM	2004	Emergency Vehicle Technician	5	HOURLY	\$ 33.92	\$ 35.69	\$ 37.90	\$ 39.25	\$ 40.80	
TEAM	2004	Emergency Vehicle Technician	5	MONTHLY	\$ 5,879.80	\$ 6,186.50	\$ 6,569.42	\$ 6,803.00	\$ 7,072.54	
TEAM	2004	Emergency Vehicle Technician	5	ANNUAL	\$70,557.60	\$74,238.00	\$78,833.04	\$81,636.00	\$84,870.48	
TEAM	2005	Facilities Services Tech. 1	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2005	Facilities Services Tech. 1	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2005	Facilities Services Tech. 1	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2007	Facilities Services Tech. 2	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2007	Facilities Services Tech. 2	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2007	Facilities Services Tech. 2	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
TEAM	2017	Facilities Services Tech. 3	6	HOURLY	\$ 31.90	\$ 32.89	\$ 34.57	\$ 35.95	\$ 37.37	\$ 38.86
TEAM	2017	Facilities Services Tech. 3	6	MONTHLY	\$ 5,529.64	\$ 5,700.48	\$ 5,992.30	\$ 6,231.06	\$ 6,477.24	\$ 6,736.16
TEAM	2017	Facilities Services Tech. 3	6	ANNUAL	\$66,355.68	\$68,405.76	\$71,907.60	\$74,772.72	\$77,726.88	\$80,833.92
TEAM	2006	Field Arborist	6	HOURLY	\$ 31.90	\$ 32.89	\$ 34.57	\$ 35.95	\$ 37.37	\$ 38.86
TEAM	2006	Field Arborist	6	MONTHLY	\$ 5,529.64	\$ 5,700.48	\$ 5,992.30	\$ 6,231.06	\$ 6,477.24	\$ 6,736.16
TEAM	2006	Field Arborist	6	ANNUAL	\$66,355.68	\$68,405.76	\$71,907.60	\$74,772.72	\$77,726.88	\$80,833.92
TEAM	2018	Grounds Technician	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2018	Grounds Technician	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2018	Grounds Technician	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2019	Groundsperson	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2019	Groundsperson	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2019	Groundsperson	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2022	Laborer	10	HOURLY	\$ 22.00	\$ 22.88	\$ 24.03	\$ 24.82	\$ 24.82	
TEAM	2022	Laborer	10	MONTHLY	\$ 3,813.76	\$ 3,966.58	\$ 4,165.02	\$ 4,302.96	\$ 4,302.96	
TEAM	2022	Laborer	10	ANNUAL	\$45,765.12	\$47,598.96	\$49,980.24	\$51,635.52	\$51,635.52	
TEAM	2001	Leadperson	3	HOURLY	\$ 34.98	\$ 36.27	\$ 37.51	\$ 39.01	\$ 40.56	\$ 42.21
TEAM	2001	Leadperson	3	MONTHLY	\$ 6,063.40	\$ 6,287.30	\$ 6,502.72	\$ 6,761.62	\$ 7,031.16	\$ 7,316.60
TEAM	2001	Leadperson	3	ANNUAL	\$72,760.80	\$75,447.60	\$78,032.64	\$81,139.44	\$84,373.92	\$87,799.20
TEAM	2002	Mechanic 1	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2002	Mechanic 1	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2002	Mechanic 1	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2008	Mechanic 2	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2008	Mechanic 2	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2008	Mechanic 2	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
TEAM	2020	Mechanic 3	4	HOURLY	\$ 34.59	\$ 36.39	\$ 38.22	\$ 40.01	\$ 41.61	
TEAM	2020	Mechanic 3	4	MONTHLY	\$ 5,996.54	\$ 6,307.46	\$ 6,624.74	\$ 6,934.60	\$ 7,212.62	
TEAM	2020	Mechanic 3	4	ANNUAL	\$71,958.48	\$75,689.52	\$79,496.88	\$83,215.20	\$86,551.44	
TEAM	2023	Park Ranger		HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2023	Park Ranger		MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2023	Park Ranger		ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2010	Sr. Craftsperson	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2010	Sr. Craftsperson	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2010	Sr. Craftsperson	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
TEAM	2011	Sr. Groundsperson	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2011	Sr. Groundsperson	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2011	Sr. Groundsperson	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
TEAM	2012	Sr. Maintenance	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2012	Sr. Maintenance	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2012	Sr. Maintenance	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
TEAM	2014	Utility Craftsperson	8	HOURLY	\$ 29.72	\$ 30.77	\$ 31.83	\$ 32.87	\$ 33.92	\$ 34.97
TEAM	2014	Utility Craftsperson	8	MONTHLY	\$ 5,151.88	\$ 5,334.38	\$ 5,516.90	\$ 5,697.30	\$ 5,879.80	\$ 6,061.28
TEAM	2014	Utility Craftsperson	8	ANNUAL	\$61,822.56	\$64,012.56	\$66,202.80	\$68,367.60	\$70,557.60	\$72,735.36
TEAM	2015	Utility Craftsperson Meters	8	HOURLY	\$ 29.72	\$ 30.77	\$ 31.83	\$ 32.87	\$ 33.92	\$ 34.97
TEAM	2015	Utility Craftsperson Meters	8	MONTHLY	\$ 5,151.88	\$ 5,334.38	\$ 5,516.90	\$ 5,697.30	\$ 5,879.80	\$ 6,061.28
TEAM	2015	Utility Craftsperson Meters	8	ANNUAL	\$61,822.56	\$64,012.56	\$66,202.80	\$68,367.60	\$70,557.60	\$72,735.36
TEAM	2021	Utilityperson	9	HOURLY	\$ 25.35	\$ 26.56	\$ 27.82	\$ 29.17	\$ 30.55	\$ 31.77
TEAM	2021	Utilityperson	9	MONTHLY	\$ 4,394.20	\$ 4,604.32	\$ 4,822.92	\$ 5,056.36	\$ 5,295.12	\$ 5,507.36
TEAM	2021	Utilityperson	9	ANNUAL	\$52,730.40	\$55,251.84	\$57,875.04	\$60,676.32	\$63,541.44	\$66,088.32
TEAM	2013	Yard Maint. Inventory Control	7	HOURLY	\$ 31.12	\$ 32.08	\$ 33.69	\$ 35.05	\$ 36.45	\$ 37.91
TEAM	2013	Yard Maint. Inventory Control	7	MONTHLY	\$ 5,394.86	\$ 5,560.42	\$ 5,840.56	\$ 6,075.06	\$ 6,318.06	\$ 6,570.62
TEAM	2013	Yard Maint. Inventory Control	7	ANNUAL	\$64,738.32	\$66,725.04	\$70,086.72	\$72,900.72	\$75,816.72	\$78,847.44
SEAT	9501	Parks Seasonal Laborer	11	HOURLY	\$ 16.08	\$ 16.77	\$ 17.48	\$ 18.17	\$ 18.88	
SEAT	9502	Public Grounds Seasonal Laborer	11	HOURLY	\$ 16.08	\$ 16.77	\$ 17.48	\$ 18.17	\$ 18.88	
SEAT	9503	Public Works Seasonal Laborer	11	HOURLY	\$ 16.08	\$ 16.77	\$ 17.48	\$ 18.17	\$ 18.88	

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

**Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763
(Teamsters)**

January 1, 2018 through December 31, 2021

(Seasonal Laborer Employee(s) are not eligible for health plan benefits)

High Deductible Health Plan

This Appendix is supplemental to the AGREEMENT by and between the City of Kirkland (Employer) and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) to amend the Agreement between the City and Teamsters as provided herein (Agreement).

C1.

MEDICAL BENEFITS		
Provider Network	First Choice Health PPO Network & First Health National Wrap Network Out-of-Area	
General Plan Information	In-Network	Out-of-Network
Annual Deductible/Individual		\$1,500
Annual Deductible/Family		\$3,000
HRA Employee Wellness Incentive		\$600 (if earned)
Office Visit - Primary Provider	80% after deductible	60% after deductible
Office Visit - Specialist	80% after deductible	60% after deductible
Annual Out-of-Pocket		\$2,500
Annual Out-of-Pocket Limit/Family		\$5,000
Deductible Included in OOP		Yes
Plan Accumulations		Plan year
Routine Preventive Exam	100% (subject to schedule limitations)	60% after deductible
Diagnostic X-Ray & Lab	80% after deductible	60% after deductible
Inpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Surgery	80% after deductible	60% after deductible
Emergency Room	80% after deductible	80% after deductible
Urgent Care Facility	80% after deductible	60% after deductible
Retail Prescription Drugs		
Prescription Out of Pocket Maximum	\$4,100 Ind/\$8,200 Family	Not applicable
Generic	\$4 copay then 100%	Not covered
Brand Formulary	\$15 copay then 100%	Not covered
Brand Non-Formulary	\$35 copay then 100%	Not covered
# of Days Supply	34 days	Not applicable
Mail Order Prescription Drugs		
Generic	\$8 copay then 100%	Not covered
Brand Formulary	\$30 copay then 100%	Not covered
Brand Non-Formulary	\$70 copay then 100%	Not covered
# of Days Supply	90 days	Not applicable

C2. Upon implementation of the HDHP the \$10.00 copay for the medical plan will discontinue and the coinsurance on most services will increase from 10% to 20%. See Appendix

C3. The deductible and out-of-pocket maximum will reset each plan year.

C4. An employee that elects to waive their medical coverage with the City will receive \$100/month that will be added to their paycheck. 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.

C5. As of January 1, 2015, the out-of-pocket maximum for prescription drug carve out plan will now be capped at \$6,600 for individuals or \$13,200 for family. Similar to the previous plan, this is separate from and does not count toward the HDHP medical plan deductible or out-of-pocket maximum. As of April 1, 2015, the out-of-pocket maximum for prescription drug carve out plan will be capped at \$4,100 for individuals or \$8,200 for family.

**Appendix D
to the
Agreement
by and between
City of Kirkland
and
Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763
(Teamsters)
January 1, 2018 through December 31, 2021
(Seasonal Laborer Employee(s) are not eligible for health plan benefits)**

Health Reimbursement Account – HRA (VEBA)

This Appendix is supplemental to the AGREEMENT by and between the City of Kirkland (Employer) and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) to amend the Agreement between the City and Teamsters as provided herein (Agreement).

D1. Contributions will be deposited into the HRA (VEBA) concurrent with the second payroll in January and the second payroll in July through the duration of the contract. Employees who leave employment prior to July 1st are not eligible for the second contribution.

D2. 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.

D3. Any employee hired after January 1st 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
January 1 st – March 31 st	\$600	\$1,200
April 1 st – June 30 th	\$300	\$600
July 1 st – September 30 th	\$600	\$1,200
October 1 st – December 31 st	\$300	\$600

D4. 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 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.

D5. The Wellness Incentive is a benefit that can be earned by the employee and/or a spouse/domestic partner who is 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 Wellness Incentive, employees and spouses/domestic partners must complete the following set of criteria:

- Register with the Professional Health Services vendor.
- Schedule and attend an appointment with the Employee Health Center 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 with a Physician and/or Health Coach to go over the results of the biometric screening and health risk assessment.

D5.1 Employees enrolled in the City's HMO (Kaiser Permanente formerly Group Health) plan are also eligible to receive a \$600 Wellness Incentive by completing the below set of criteria:

- 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 remains on the Kaiser Permanente.
- Schedule and attend an appointment with the Employee Health Center or a Kaiser 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 Kaiser Permanente facility with a Physician and/or Health Coach to go over the results of the biometric screening and health risk assessment.

D5.2 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.

D5.3 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 23rd day of the qualifying month.

The Wellness Incentive must be earned by November 15th of the calendar year of the desired contribution. Wellness Incentives earned on or after November 16th 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 E - Approved Renewal Certification List ref: Article 16.2**Arborist****Asbestos Handlers' Permit****Backflow / Water Auditor****Certified Erosion and Sediment Control Lead (CESCL)****Cross Connection Specialist****Pesticide Application****Pipeline Assessment and Certification Program (PACP)****Playground Inspector****Pool Operator****Public Operator****Washington Wastewater Collection Personnel Association (WWCPA) 1 and 2****Water Distribution Specialist 1****Certified Water Works Operator****ASE (Automotive Service Excellence) - Transmission****ASE - Drive Train****Underground Tank**



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: James Lopez, Assistant City Manager
Martha Chaudhry, Special Projects Coordinator

Date: March 24, 2021

Subject: ALASKA SUITE LIVESTREAM CONCERT

RECOMMENDATION:

City Council approves the attached fiscal note (Attachment A) for one-time funding of \$1,000 from the Council Special Projects Reserves to fund a livestream concert by musical group "Alaska Suite" in honor of the 50th National Anniversary of Earth Day on April 24, 2021. By taking action on the consent agenda, this one-time expenditure will be approved.

BACKGROUND DISCUSSION:

At Council's March 16, 2021 Regular Meeting, during City Manager's Report, the City Manager sought Council's decision to make a one-time contribution of \$1,000 to support a livestream concert by musical group "Alaska Suite" in honor of the 50th National Anniversary of Earth Day on April 24, 2021. This livestream will recognize Kirkland's contribution and promote activities of Kirkland-based non-governmental organizations focused on mitigating climate change.

Council authorized the City Manager to bring forward a fiscal note to the April 6, 2021 Council meeting to approve use of the Special Projects Reserves to support this musical concert.

Under Council fiscal policies, a request for the use of the Council Special Projects reserve must be authorized at one Council meeting, and then confirmed through the approval of a fiscal note at a subsequent Council meeting.

Attachment A – Authorizing Fiscal Note

FISCAL NOTE*CITY OF KIRKLAND*

Source of Request							
James Lopez, Deputy City Manager							
Description of Request							
One-time funding of \$1,000 from the Council Special Projects Reserves to fund a livestream concert by musical group "Alaska Suite" in honor of the 50th National Anniversary of Earth Day on April 24, 2021.							
Legality/City Policy Basis							
Fiscal Impact							
One-time transfer of \$1,000 from Council Special Projects Reserve to City Manager's Office Professional Services operating budget for the purpose of the livestream concert. The Council Special Projects Reserve balance is \$250,000 and will be \$249,000 after this fiscal note. The reserve is replenished to its target balance of \$250,000 at the beginning of each biennial budget.							
Recommended Funding Source(s)							
<i>Reserve</i>	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
	Council Special Projects Rsv.	250,000	0	0	(1,000)	249,000	250,000
The Council Special Projects Reserve (CCR0010000) has a target balance set by Council policy that is replenished to \$250,000 if and when general fund revenues above budgeted levels become available. This replenishment process is handled during the December budget adjustments.							
<i>Revenue/Exp Savings</i>							
<i>Other Source</i>							
Other Information							

Prepared By	Andrea Peterman, Budget Analyst	Date	March 24, 2021
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CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033
425.587-3225 - www.kirklandwa.gov

MEMORANDUM

To: City Council

From: Adam Weinstein, Director of Planning & Building
Tracey Dunlap, Deputy City Manager of Operations
Julie Underwood, Director of Public Works

Date: March 25, 2021

Subject: SCHOOL IMPACT FEES REPORT

RECOMMENDATION

Accept report on school impact fees as required by RCW 82.02.070. By approving this item as part of the consent agenda, the Council is accepting the report.

BACKGROUND DISCUSSION

In April 2011, the City of Kirkland and the Lake Washington School District (LWSD) entered into an interlocal agreement whereby the City began collecting school impact fees from new development upon the completion of the June 2011 annexation. The agreement provides that LWSD will "prepare an annual report in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees, and the amount of funds expensed. The annual report shall be sent to the City on or before April 1st of each year for the preceding calendar year. Copies of the annual report shall also be submitted to the City Council."

RCW 82.02.070 states that "Annually, each county, city, or town imposing impact fees shall provide a report on each impact fee account showing the source and amount of all monies collected, earned, or received and system improvements there were financed in whole or in part by impact fees." This memorandum provides the required information for the period of January 1, 2020 through December 31, 2020.

There are two attachments to this memorandum:

- Attachment A – Letter from LWSD summarizing the system improvements financed and the total funds received and related interest for 2020.
- Attachment B – Monthly reports showing the source and amount of all monies collected by the City in 2020, which corresponds to the amounts reported by LWSD. The detailed data tracked by the Public Works Department reflects the month the City collected the impact fees, which are then remitted to LWSD the following month. The revenue figures in the LWSD letter reports the amounts in the month received by LWSD.



Support Service Center
 15212 NE 95TH Street • Redmond, WA 98062
 Office: (425) 936-1100 • Fax: (425) 936-1146
www.lwsd.org

February 22, 2021

Teri Woolley
 Public Works Department
 City of Kirkland
 123 5th Avenue
 Kirkland, WA 98033

RE: 2020 IMPACT FEE FINANCIAL REPORT

Dear Ms. Woolley:

The following is Lake Washington School District's annual impact fee report for 2020.

In fulfillment of the interlocal agreement between Lake Washington School District and the City of Kirkland regarding expenditure of impact fees (RCW 82.02.070), I hereby report that Lake Washington School District expended a total of \$1,049,658.93 for calendar year 2020.

Impact Fees collected by the City of Kirkland and transferred to Lake Washington School District totaled \$1,682,396.00 for calendar year 2020. Interest recorded was \$6,544.08 for calendar year 2020.

Calendar year 2020 summary of expenditures for source 6060 / City of Kirkland impact fees:

<u>Project Number / Name</u>	<u>Expenditures for the year</u>
0960 / Peter Kirk Elementary Rebuild	\$1,049,658.93

If you have any questions, please feel free to contact me at (425) 936-1479; email: jlove@lwsd.org

Sincerely,



John Love
 Capital Fund Analyst

cc: Brian Buck, Director of Support Services, LWSO

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**2020 Summary of Monthly School Impact Fees Received
January 1, 2020 - December 31, 2020**

ATTACHMENT B

MONTH	MONTHLY RECEIPT	
December-19	294,254	
January-20	105,160	
February-20	134,214	
March-20	170,079	
April-20	75,103	
May-20	101,030	
June-20	75,103	
July-20	88,736	
August-20	193,541	
September-20	114,452	
October-20	162,257	
November-20	168,467	1,682,396 Total remitted to LWSD in 2020

ORG	OBJECT	DESCRIPTION	YEAR	PER	JOURNAL	EFF DATE	DEBIT	CREDIT	TOTAL RECPT	CHECK NO	VDR NAME/ITEM DESC	COMMENTS
650	229112	Inter Govt Ctr-School Imp Fees	2019	13	252	12/30/2019	294,254.00			710651	LAKE WA SCHOOL DISTRICT	DEC 19-12 SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	649	12/04/2019		-11,954.00			0 Tuscany Construction LLC	Payment to permit BSF18-0/2006
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	668	12/05/2019		-11,889.00			0 WOODLAND HEIGHTS LLC (Thompson, Bob)	Payment to permit BSF18-0/2018
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	671	12/06/2019		-12,294.00			0 MBP.com (2019, MBP Contact)	Payment to permit BSF19-0/2020
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	678	12/09/2019		-12,294.00			0 MBP.com (2019, MBP Contact)	Payment to permit BSF19-0/2025
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	683	12/10/2019		-106,704.00			0 MRM KIRKLAND LLC	Payment to permit BMU19-0/2029
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	706	12/13/2019		-11,889.00			0 WOODLAND HEIGHTS LLC (Thompson, Bob)	Payment to permit BSF18-0/2046
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	709	12/13/2019		-12,294.00			0 MBP.com (2019, MBP Contact)	Payment to permit BSF19-0/2048
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	725	12/17/2019		-24,248.00			0	
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	739	12/19/2019		-51,310.00			0 June Kirkland LLC	Payment to permit BMU18-0/2070
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	746	12/10/2019		-12,294.00			0 MBP.com (2019, MBP Contact)	Payment to permit BSF19-0/2031
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	1075	12/20/2019		-2,496.00			0 MBP.com (2019, MBP Contact)	Payment to permit BMF19-0/2076
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	1115	12/30/2019		-12,294.00			0 MCARTHUR, KIRK	Payment to permit BSF19-0/2099
650	229112	Inter Govt Ctr-School Imp Fees	2019	12	1138	12/31/2019		-12,294.00	-294,254.00		0 Walk III Milestone Northwest LLC	Payment to permit BSF19-0/2103
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	135	01/02/2020		-11,954.00			0 HULTQUIST HOMES INC	Payment to permit BSF18-0/2112
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	252	01/06/2020		-24,588.00			0 MBP.com (2019, MBP Contact)	Payment to permit BSF19-0/2124
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	544	01/13/2020		-7,488.00			0 MBP.com (2019, MBP Contact)	Payment to permit BMF19-0/2151
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	577	01/17/2020		-11,954.00			0 Goat Mountain LLC	Payment to permit BSF18-0/2176
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	667	01/24/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2197
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	674	01/27/2020		-24,588.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2202
650	229112	Inter Govt Ctr-School Imp Fees	2020	1	770	01/28/2020		-12,294.00	-105,160.00		0 BRIDGES 112 LLC	Payment to permit BSF19-0/2206
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	22	02/03/2020		-24,588.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2227
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	163	02/05/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2243
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	384	02/06/2020		-36,202.00			0	
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	602	02/14/2020		-11,954.00			0 WOODLAND HEIGHTS LLC	Payment to permit BSF18-0/2276
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	607	02/14/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2279
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	710	02/21/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2301
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	891	02/26/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2318
650	229112	Inter Govt Ctr-School Imp Fees	2020	2	906	02/28/2020		-12,294.00	-134,214.00		0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2328
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	8	03/02/2020		-13,633.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF20-0/2331
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	202	03/05/2020		-3,120.00			0 MBP.com (2020, MBP Contact)	Payment to permit BMF19-0/2354
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	209	03/11/2020	105,160.00			711542	LAKE WA SCHOOL DISTRICT	20 01 SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	514	03/10/2020		-15,414.00			0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	516	03/11/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2372
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	755	03/25/2020	134,214.00			711833	LAKE WA SCHOOL DISTRICT	20-02 SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	981	03/20/2020		-25,927.00			0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	987	03/24/2020		-36,882.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2414
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	989	03/25/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2415
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	991	03/26/2020		-24,588.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2416
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	1058	03/30/2020		-13,633.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF20-0/2421
650	229112	Inter Govt Ctr-School Imp Fees	2020	3	1078	03/31/2020		-12,294.00	-170,079.00		0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2424
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	396	04/15/2020	170,079.00			712232	LAKE WA SCHOOL DISTRICT	03 2020 SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	584	04/07/2020		-12,294.00			0 DESSERT, ROSS	Payment to permit LSM19-0/2434
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	586	04/07/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2435
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	957	04/28/2020		-12,294.00			0 Bridges 116 LLC	Payment to permit BSF19-0/2472
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	958	04/29/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2474
650	229112	Inter Govt Ctr-School Imp Fees	2020	4	959	04/30/2020		-25,927.00	-75,103.00		0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	138	05/04/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2478
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	143	05/05/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2481
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	216	05/13/2020	75,103.00			712685	LAKE WA SCHOOL DISTRICT	2020-04 SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	478	05/12/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2495
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	480	05/13/2020		-13,633.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF20-0/2496
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	487	05/15/2020		-12,294.00			0 MANGAT, SHAN	Payment to permit BSF19-0/2500
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	920	05/18/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2504
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	942	05/21/2020		-12,294.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2517
650	229112	Inter Govt Ctr-School Imp Fees	2020	5	974	05/29/2020		-13,633.00	-101,050.00		0 BRDGES 116 LLC	Payment to permit BSF20-0/2520
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	63	06/01/2020		-13,633.00			0 MBP.com (2020, MBP Contact)	Payment to permit BSF20-0/2523

650	229112	Inter Govt Ctr-School Imp Fees	2020	6	455	06/10/2020	101,030.00		713093 LAKE WA SCHOOL DISTRICT	2020 05 MAY SCHOOL IMPACT FEES
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	982	06/12/2020		-12,294.00	0 WOODLAND HEIGHTS LLC	Payment to permit BSF19-0/2547
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	987	06/15/2020		-12,294.00	0 BRIDGES 112 LLC	Payment to permit BSF19-0/2550
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	996	06/17/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2557
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	1014	06/23/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2568
650	229112	Inter Govt Ctr-School Imp Fees	2020	6	1017	06/24/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	Payment to permit BSF19-0/2570
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	211	07/08/2020	75,103.00		713519 LAKE WA SCHOOL DISTRICT	05 SCHOOL IMPACT
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	259	07/01/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	263	07/02/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	0 * *
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	515	07/20/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	769	07/21/2020		-24,588.00	0	#12.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	779	07/24/2020		-13,633.00	0 TRAILSIDE HOMES LLC	
650	229112	Inter Govt Ctr-School Imp Fees	2020	7	820	07/30/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	294,254. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	279	08/06/2020		-36,542.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	289	08/07/2020		-25,927.00	0 MBP.com (2020, MBP Contact)	#1.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	610	08/19/2020	88,736.00		714205 LAKE WA SCHOOL DISTRICT	105,160. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	720	08/11/2020		11,104.00	0	#2.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	757	08/11/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	759	08/11/2020		-11,104.00	0 City of Kirkland	134,214. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	761	08/12/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	#3.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	771	08/17/2020		-12,294.00	0 WOODLAND HEIGHTS LLC	
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	783	08/19/2020		-12,294.00	0 MBP.com (2020, MBP Contact)	170,079. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	1027	08/20/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	#4.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	1029	08/21/2020		-13,633.00	0 10435 Slater LLC	
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	1035	08/24/2020		-15,070.00	0 MBP.com (2020, MBP Contact)	75,103. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	1042	08/25/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	#5.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	8	1054	08/28/2020		-24,588.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	122	09/01/2020		-27,266.00	0 MBP.com (2020, MBP Contact)	101,030. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	270	09/02/2020		-13,633.00	0 LAO, TIEJUN & LING PENG	#6.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	275	09/03/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	281	09/04/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	75,103. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	289	09/08/2020		-13,633.00	0 MBP.com (2020, MBP Contact)	#7.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	302	09/02/2020		13,633.00	0	
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	483	09/16/2020		-13,633.00	0 LAO, TIEJUN & LING PENG	88,736. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	764	09/30/2020	193,541.00		714952 LAKE WA SCHOOL DISTRICT	#8.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	941	09/23/2020		-11,954.00	0 MBP.com (2020 v2, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	954	09/28/2020		-16,536.00	0	193,541. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	9	962	09/30/2020		-4,164.00	0 DRM Properties LLC	#9.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	378	10/14/2020	114,452.00		715172 LAKE WA SCHOOL DISTRICT	
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	649	10/08/2020		-27,266.00	0	114,452. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	1116	10/19/2020		-12,294.00	0 MBP.com (2020 v2, MBP Contact)	#10.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	1137	10/23/2020		-27,266.00	0 MBP.com (2020 v2, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	1148	10/28/2020		-40,899.00	0	162,257. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	1158	10/30/2020		-54,532.00	0 MBP.com (2020 v2, MBP Contact)	#11.....
650	229112	Inter Govt Ctr-School Imp Fees	2020	10	147	10/07/2020		4,307.00	715098 THIEU TRAN	
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	451	11/11/2020	162,257.00		715938 LAKE WA SCHOOL DISTRICT	168,467. +
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	486	11/02/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	490	11/03/2020		-68,165.00	0 MBP.com (2020 v2, MBP Contact)	1,682,396. *
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	499	11/05/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	508	11/09/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	Payment to permit BSF20-0/2866
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	786	11/12/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	Payment to permit BSF20-0/2873
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	794	11/13/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	Payment to permit BSF20-0/2877
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	797	11/16/2020		-11,954.00	0 MBP.com (2020 v2, MBP Contact)	Payment to permit BSF18-0/2883
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	1151	11/30/2020		-13,633.00	0 MBP.com (2020 v2, MBP Contact)	Payment to permit BSF20-0/2885
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	96	12/02/2020		-27,266.00	0	Payment to permit BSF20-0/2912
650	229112	Inter Govt Ctr-School Imp Fees	2020	11	96	12/02/2020		2,776.00	-168,457.00	
650	229112	Inter Govt Ctr-School Imp Fees	2020	12	528	12/16/2020	168,467.00		716697 LAKE WA SCHOOL DISTRICT	11 NOV SCHOOL IMPACT
							1,682,396.00	-1,682,396.00	-1,682,396.00	

Remit to: Lake Washington School District #414
 Attn: Accounting Department
 16250 NE 74th St.
 P. O. Box 97039
 Redmond, WA 98073

SCHOOL IMPACT FEES COLLECTED
 2020 April

ORDINANCE 4285 Effective 06/01/11
 04/04/11 Interlocal Agreement for the Collection, Distribution, and Expenditure of School Impact Fees

COK SCHOOL IMPACT		DATE	% of Fee	SF - \$12294	MF - \$624	Admin \$65
CASE NUMBER	SITE ADDRESS	TAX PARCEL	APPLICANT'S NAME	DATE PAID	RECEIPT #	AMOUNT PAID
LSM19-09315	917 1ST ST	3885804690	DESSERT, ROSS	04/07/20	TRC-000494-04-07-2020	\$ 12,294.00
BSF169-06765	8327 NE 126TH PL	3840700467	THE QUADRANT CORPORATION	04/07/20	TRC-000499-04-07-2020	\$ 12,294.00
BSF19-07634	4526 117TH DR NE	1085640260	TOLL BROTHERS INC	04/30/20	TRC-000585-04-30-2020	\$ 12,294.00
BSF19-09184	12627 80TH AVE NE	3840700658	PNW CONSTRUCTION AND DESIGN LLC	04/29/20	TRC-000573-04-29-2020	\$ 12,294.00
BSF19-09905	11503 115TH AVE NE	1085590060	SCRIVANICH, LARRY	04/28/20	TRC-000572-04-28-2020	\$ 12,294.00
BSF20-00179	9216 125TH AVE NE	1238500487	MERIT HOMES INC	04/30/20	TRC-000585-04-30-2020	\$ 13,633.00
						\$ 75,103.00

IFAS \$ 75,103.00
 CK \$ -



CITY OF KIRKLAND
 Department of Public Works
 123 Fifth Avenue, Kirkland, WA 98033
 425.587.3800
www.kirklandwa.gov

Contact: Teri Woolley 425.587.3836

Remit to: Lake Washington School District #414
 Attn: Accounting Department
 16250 NE 74th St.
 P. O. Box 97039
 Redmond, WA 98073

SCHOOL IMPACT FEES COLLECTED
 2020 May

ORDINANCE 4285 Effective 06/01/11
 04/04/11 Interlocal Agreement for the Collection, Distribution, and Expenditure of School Impact Fees

COK SCHOOL IMPACT		DATE	% of Fee	SF - \$12294	MF - \$624	Admin \$65
CASE NUMBER	SITE ADDRESS	TAX PARCEL	APPLICANT'S NAME	DATE PAID	RECEIPT #	AMOUNT PAID
BSF19-05937	2015 MARKET ST	1245500246	STOLTZ, BRIAN	05/12/20	TRC-000634-05-12-2020	\$ 12,294.00
BSF19-07185	11727 NE 45TH ST	1085640050	TOLL BROS INC	05/04/20	TRC-000587-05-04-2020	\$ 12,294.00
BSF19-07224	11721 NE 45TH ST	1085640040	TOLL BROS INC	05/05/20	TRC-000598-05-05-2020	\$ 12,294.00
BSF19-08460	4508 119TH DR NE	1085640110	TOLL BROS INC	05/27/20	TRC-000697-05-27-2020	\$ 12,294.00
BSF19-08637	4509 119TH DR NE	1085640180	TOLL BROS INC	05/18/20	TRC-000661-05-18-2020	\$ 12,294.00
BSF19-08736	8011 NE 124TH ST	7980900061	FOOT HILL HOMES LLC	05/15/20	TRC-000655-05-15-2020	\$ 12,294.00
BSF20-00175	9221 126TH AVE NE	1238500488	MERIT HOMES INC	05/13/20	TRC-000636-05-13-2020	\$ 13,633.00
BSF20-02197	11427 115TH AVE NE	1085590070	BRIDGES 116 LLC	05/29/20	TRC-000702-05-29-2020	\$ 13,633.00
						\$ 101,030.00

IFAS \$ 101,030.00
 CK \$.

	CITY OF KIRKLAND Department of Public Works 123 Fifth Avenue, Kirkland, WA 98033 425.587.3800 www.kirklandwa.gov
	Contact: Teri Woolley 425.587.3836

Remit to: Lake Washington School District #414
 Attn: Accounting Department
 16250 NE 74th St.
 P. O. Box 97039
 Redmond, WA 98073

SCHOOL IMPACT FEES COLLECTED
 2020 JULY

ORDINANCE 4285 Effective 05/01/11
 04/04/11 Interlocal Agreement for the Collection, Distribution, and Expenditure of School Impact Fees

COK SCHOOL IMPACT		DATE	% of Fee	SF - \$12294	MF - \$624	Admin \$65
CASE NUMBER	SITE ADDRESS	TAX PARCEL	APPLICANT'S NAME	DATE PAID	RECEIPT #	AMOUNT PAID
BSF19-05943	11097 CHAMPAGNE POINT RD NE	3762300060	ZANDGHOREISHI, MONIR & SARBAZ	07/01/20	TRC-000841-07-01-2020	\$ 12,294.00
BSF19-08492	4511 117TH DR NE	1085640340	TOLL BROTHERS INC	07/30/20	TRC-000950-07-30-2020	\$ 12,294.00
BSF19-08526	11227 114TH PL NE	1085590230	SCRIVANICH, LARRY	07/21/20	TRC-000920-07-21-2020	\$ 12,294.00
BSF19-08824	11728 NE 45TH ST	1085640210	TOLL BROTHERS INC	07/17/20	TRC-000909-07-17-2020	\$ 12,294.00
BSF19-09904	11519 115TH AVE NE	1085590020	SCRIVANICH, LARRY	07/21/20	TRC-000921-07-21-2020	\$ 12,294.00
BSF20-00147	10331 NE 43RD ST	1725059224	10331 KIRKLAND LLC	07/02/20	TRC-000845-07-02-2020	\$ 13,633.00
BSF20-00860	9706 NE 139TH ST	6855100050	TRAILSIDE HOMES LLC	07/24/20	TRC-000926-07-24-2020	\$ 13,633.00
						\$ 88,736.00

munis \$ 88,736.00
 CK \$.

CITY OF KIRKLAND
 Department of Public Works
 123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
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 Contact: Teri Woolley 425.587.3836



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 & Administration
 George Dugdale, Financial Planning Manager
 Kevin Lowe Pelstring, Budget Analyst

Date: March 18, 2021

Subject: February 2021 Sales Tax Revenue

Background

The Financial Planning Division prepares a monthly sales tax revenue memo analyzing monthly and year-to-date activity by business sector, forecasting sales tax revenue in the current year, and tracking key economic indicators to provide additional context for the state of the economy. The general retail sales tax is the City's largest single revenue source, accounting for 18 percent of total budgeted revenues in the General Fund and, along with property and utility taxes, funding public safety and other general government (i.e., non-utility) services. It is also more sensitive to economic cycles than other tax revenues. Accordingly, it is monitored closely by staff—even more so given the economic disruption and uncertainty caused by COVID-19.

There is a two-month lag between when sales tax is generated and when it is distributed to the City by the Washington State Department of Revenue (DOR). Therefore, February sales tax revenue relates to December retail activity in Kirkland.

February 2021 vs. February 2020

Business Sector Group	February		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	361,714	394,557	32,843	9.1%	14.2%	14.5%
Contracting	610,491	693,491	83,000	13.6%	24.0%	25.5%
Communications	57,492	43,691	(13,801)	-24.0%	2.3%	1.6%
Retail:						
Auto/Gas Retail	434,516	453,067	18,551	4.3%	17.1%	16.7%
Gen Merch/Misc Retail	345,326	368,167	22,841	6.6%	13.6%	13.5%
Retail Eating/Drinking	162,531	115,889	(46,642)	-28.7%	6.4%	4.3%
Other Retail	345,565	390,704	45,139	13.1%	13.6%	14.4%
Wholesale	105,637	117,456	11,819	11.2%	4.2%	4.3%
Miscellaneous	122,058	140,974	18,916	15.5%	4.8%	5.2%
Total	2,545,330	2,717,996	172,666	6.8%	100%	100%

Comparing February 2021 to February 2020, sales tax revenue is up \$172,666, or 6.8 percent. Significant growth occurred in Contracting (up \$83,000 or 13.6 percent), Other Retail (up \$45,139 or 13.1 percent),

Miscellaneous (up \$18,916 or 15.5 percent), and Wholesale (up \$11,819 or 11.2 percent). Declines occurred in Retail Eating/Drinking (down \$46,642 or 28.7 percent) and Communications (down \$13,801 or 24.0 percent).

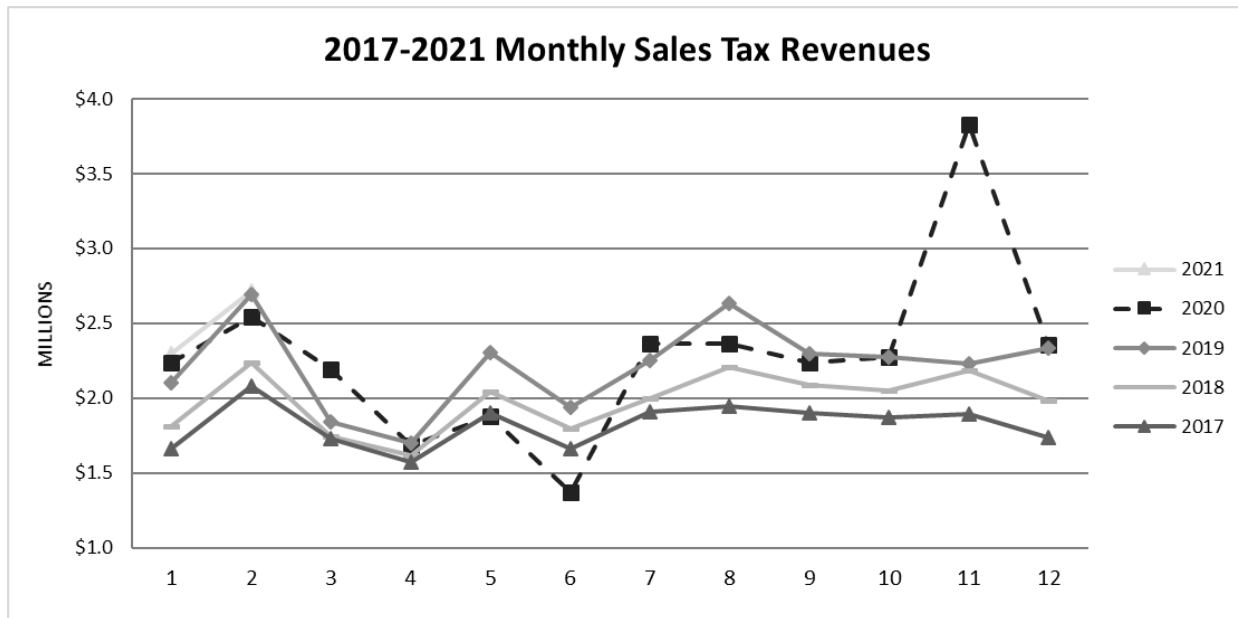
YTD 2021 vs. YTD 2020

Business Sector Group	YTD		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	631,042	734,284	103,242	16.4%	13.2%	14.6%
Contracting	1,170,980	1,274,495	103,515	8.8%	24.5%	25.4%
Communications	95,795	85,268	(10,527)	-11.0%	2.0%	1.7%
Retail:						
Auto/Gas Retail	977,671	849,633	(128,038)	-13.1%	20.4%	16.9%
Gen Merch/Misc Retail	567,855	643,227	75,372	13.3%	11.9%	12.8%
Retail Eating/Drinking	309,372	228,043	(81,329)	-26.3%	6.5%	4.5%
Other Retail	621,720	725,290	103,570	16.7%	13.0%	14.5%
Wholesale	186,022	213,869	27,847	15.0%	3.9%	4.3%
Miscellaneous	223,221	260,822	37,601	16.8%	4.7%	5.2%
Total	4,783,678	5,014,931	231,253	4.8%	100%	100%

Comparing 2021 to 2020, year-to-date (YTD) sales tax revenue is up \$231,253, or 4.8 percent. Looking at business sectors, the most significant growth has occurred in Other Retail (up \$103,570, or 16.7 percent), Services (up \$103,242, or 16.4 percent), Miscellaneous (up \$37,601 or 16.8 percent), and Wholesale (up \$27,847 or 15.0 percent). The growth in Other Retail has been led by the Electronics, Sporting Goods, Building & Garden, and Non-store Retailers sub-sectors.

Noteworthy declines occurred in Auto/Gas Retail (down \$128,038, or 13.1 percent), and Retail Eating/Drinking (down \$81,329, or 26.3 percent). Retail Eating/Drinking is down due to the Governor's stay-at-home order, which was renewed on November 17th through January 4th, 2021, as well as social distancing requirements, which limit the number of customers that can be served.

The chart below shows Kirkland's monthly sales tax revenue through February 2021 compared to the prior four years.



Key Economic Indicators

Information about wider trends in the economy provides a mechanism to help understand current results in Kirkland and to predict future performance. The combination of consumer confidence, unemployment levels, housing data, inflation, and auto sales provides a broader economic context for key factors in sales tax revenues. Since the sales tax figures reported above are from two months prior, some of the figures in the table below can function as leading indicators for where sales taxes may go in future reports.

Indicator	Most Recent Month of Data	Unit	Month			Yearly Average	
			Previous	Current	Change	2020	2021
Consumer Confidence							
Consumer Confidence Index	February	Index	88.9	91.3	2.4	101.0	90.1
Unemployment Rate							
National	February	%	6.3	6.2	(0.1)	8.1	6.3
Washington State	December	%	6.5	6.6	0.1	8.4	N/A
King County	November	%	4.7	4.4	(0.3)	7.4	N/A
Kirkland	November	%	4.0	3.7	(0.3)	6.2	N/A
Housing							
New House Permits (WA)	January	Thousands	49.4	66.7	17.3	44.6	66.7
Case-Shiller Seattle Area Home Prices	December	Index	286.1	288.8	2.7	273.8	N/A
Inflation (CPI-W)							
National	February	% Change	1.6	1.9	0.3	1.2	1.8
Seattle	February	% Change	1.6	1.7	0.1	1.9	1.7
Car Sales							
New Vehicle Registrations	February	Thousands	21.9	24.5	2.6	19.4	23.2

The **Consumer Confidence Index** increased from 88.9 in January to 91.3 in February, which is 10.9 index points below the 2020 average.

The national **Unemployment Rate** dropped from 6.3 percent in January to 6.2 percent in February while the Washington State unemployment rate increased slightly from 6.5 percent in November to 6.6 percent in December, after hitting a high of 16.1 percent in April 2020. King County's unemployment rate dropped from

4.7 percent in October to 4.4 percent in November, and Kirkland's unemployment rate fell from 4.0 percent in October to 3.7 percent in November. Preliminary results show an increase to both the King County and Kirkland unemployment rates in December 2021.

New Housing Permits in Washington State have increased significantly from 49,400 in December, to 66,700 in January (up 35 percent), well exceeding the 2020 average of 44,600. The **Case-Shiller Home Price Index** saw an increase of 2.7 points in December, well above January 2020 index of 256.16, reflecting a continually strong housing market despite the pandemic.

Inflation, as measured by the CPI-W, in the U.S. increased in February to 1.9 percent from 1.6 percent in January, after going negative in May 2020. For the Seattle-Tacoma-Bellevue region, the CPI-W increased slightly from 1.6 percent in December to 1.7 percent in February.

New Vehicle Registrations increased by 2,600 from January to February and remains roughly 5,100 above the 2020 average.



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, Financial Operations Manager

Date: March 24, 2021

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF April 6, 2021.

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 March 4, 2021 are as follows:

	Project/Purchase	Process	Estimate/Price	Status
1.	NE 120 th Street water quality treatment project	Invitation for Bids	\$238,210.48	Contract awarded to Accord Contractors of Bellevue, WA.
2.	Cross Kirkland Corridor trail lighting design services	Request for Qualifications	\$74,880.00	Contract awarded to Blueline Group of Kirkland, WA based on qualifications per RCW 39.80.
3.	NE 128 th Street multimodal corridor study	Request for Qualifications	\$191,000.00	Contract awarded to KPG, Inc. of Seattle, WA based on qualifications per RCW 39.80.
4.	Fire station 22 expansion and remodel design services	Request for Qualifications	\$964,027.33	Contract awarded to TCA Architecture Planning of Seattle, WA based on qualifications per RCW 39.80.
5.	Fire station 27 design services	Request for Qualifications	\$1,703,056.90	Contract awarded to TCA Architecture Planning of Seattle, WA based on qualifications per RCW 39.80.



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tracey Dunlap, Deputy City Manager
Sri Krishnan, Deputy Director of Finance and Administration

Date: March 29, 2021

Subject: IMPACT FEE RATE UPDATE FOLLOW UP DISCUSSION

RECOMMENDATION:

City Council receives a follow up briefing from FCS Group, the City's impact fee consultant, on the results of the Park and Transportation impact fee updates and the initial calculation of a potential Fire Impact Fee. Staff is seeking to identify additional information needed and direction on policy issues; no final action is requested on April 6.

BACKGROUND DISCUSSION:

In 2015 as part of the Kirkland 2035 efforts, staff updated the Park and Transportation impact fees charged to new development, which incorporated the updated Comprehensive plan and related master plans. That study resulted in significant changes in the approach used in setting those fees:

- The methodology for Park impact fees was changed to assess new development a fee based on the replacement value of the existing overall park system, divided by population to determine the park value per person (investment per capita). These fees are collected from residential development only. While the Council at the time considered adding an impact fee for commercial (i.e. non-residential) development, that decision was deferred to a future update.
- Because of the multimodal nature of the Transportation Master Plan (TMP), a wider variety of transportation improvements were included in the calculation of Transportation impact fees and the fees were based on person trips rather than vehicle trips.

For reference, the detailed rate studies from 2015 are available at the link below:

https://www.kirklandwa.gov/Assets/City+Council/Council+Packets/091515/10c_UnfinishedBusiness.pdf

In the 2019-2020 budget, a new impact fee rate study was commissioned that started in 2020 prior to the full impacts of the pandemic. Kirkland (and most of East King County) had been experiencing multiple years of sustained economic redevelopment. The regional building boom was also increasing transportation and park project costs due to high competition for labor and materials. The Council wanted to assess the impact fees to ensure that new growth was still paying an appropriate share of the costs of new infrastructure. Staff selected FCS Group through a competitive procurement to perform the evaluation with the following broad scope:

- Use the existing parks impact fee methodology to develop a parks impact fee study and also provide an option to assess fees on non-residential uses;
- Use the existing transportation impact fee methodology to develop a transportation impact fee study; and
- Develop a fire impact fee methodology and assess the feasibility of implementing the resulting fire impact fee.

The consultants presented an overview of impact fees and the draft results for Parks and Transportation at the September 15, 2020 Council meeting. Consideration of the three impact fees was deferred by the Council to 2021 as part of an overall set of budget responses to the economic impacts of the COVID-19 pandemic. The need for further evaluation of the Transportation impact fee was also identified. The consultants will present the results for the potential Fire impact fee calculation on April 6, along with the revised Transportation results, and a recap of the Parks fee update. The slides supporting that presentation are included as Attachment 1. Attachment 2 contains the detailed consultant report describing the Park and Fire methodology and results.

The City does not currently have a fire impact fee; therefore, instead of an update using an existing methodology, a new methodology must be developed and applied. The proposed fire impact fee uses the "buy in plus growth" method, meaning that the impact fee is comprised of two separate parts: the existing cost component and the future cost component. This briefing will be the first discussion of the potential Fire impact fee results.

A separate report detailing the updated Transportation results will be prepared after Council provides direction on April 6.

The Park results have not changed since the September briefing. The Transportation results have been revised to reflect the projects and growth information from the 2015 study, with the project costs updated to reflect actual costs or revised cost estimates. An update to reflect new growth projections and related project needs will be developed as part of the Comprehensive and Transportation Master Plan Updates planned for 2022-2023.

The studies have been a collaborative effort between the consultant and City team, which includes representatives from Finance, Fire, Parks, Planning, and Public Works. It is important to emphasize that the impact fees presented represent the maximum that can be charged, but a lower number can be, and often is, selected by jurisdictions.

Some of the policy considerations include:

- Trade-off of new growth versus existing taxpayers funding infrastructure capacity,
- Impacts of fees on new development permitting pipeline and future development,
- Competitiveness with surrounding jurisdictions,
- Potential impacts on housing affordability from impact fees.

Staff and the consultant team will be available to answer questions and are seeking policy guidance from the Council on the issues identified below. The staff recommendations are compared to the existing and surrounding jurisdiction fees.

- Should the Fire Impact Fee be implemented and, if so, should the amount be phased-in?
Staff Recommendation: Implement the calculated fire impact fee in year one.

City	SFR	MFR
Shoreline	\$ 2,311	\$ 2,002
Issaquah	2,213	2,485
Kirkland	1,019	413
Renton	830	965
Redmond	128	217
Sammamish	N/A	N/A
Bellevue	N/A	N/A

- Should the Park Impact Fee be increased and, if so, to what level?
Staff Recommendation: Target a fee much less than the calculated maximum. Use the increase in assessed valuation since the 2015 study. Phase that amount in over 3 years.

	Single Family Residence		Multi-Family
Issaquah	✓	9,107	5,591
Sammamish	✓	6,739	4,362
Redmond	✓	5,124	3,557
Kirkland (existing)	✓	4,435	3,371
Shoreline	✓	4,327	2,838
Renton	✓	2,915	1,978
Bellevue	✓	N/A	N/A
		Single Family Residence	Multi-Family
Kirkland (calculated maximum)	\$	16,501	\$ 11,172
Kirkland (staff recommendation)		7,173	5,451

- Should a non-residential Park Impact Fee be implemented?
Staff Recommendation: Add non-residential component proportionate to phased-in fee increase on the selected implementation date. The previous chart assumes a non-residential fee which lowers the overall fee on residential units.
- Should the Transportation Impact Fees be increased and, if so, to what level?
Staff Recommendation: Phased-in the calculated increase over 3 years.

City		per SFR
Sammamish	\$	14,204
Renton		10,862
Issaquah		9,173
Redmond		7,729
Shoreline		7,112
Bellevue		7,060
Kirkland (existing)		5,888
City		per SFR
Kirkland (calculated maximum)		7,363

The three-year phase-in is presented as an option recognizing that the City will be updating its Comprehensive plan and the related master plans in 2022-2023. This update will extend the planning horizon to 2043, will recognize growth to date and revised growth targets, and will identify needed infrastructure to serve that growth. Once that information is available, staff recommends updating impact fees to reflect the revised plans in 2024.

The following table shows the total impact fees for single family and multi-family in year 1, 2 and 3 if the fees are phased in.

Staff Recommendation - Total Impact Fees (excl. School)

Single Family	Current	Year 1	Year 2	Year 3
Fire	-	1,019	1,019	1,019
Park	4,435	5,348	6,260	7,173
Transportation	5,888	6,380	6,871	7,363
Total	10,323	12,746	14,151	15,555

Multifamily	Current	Year 1	Year 2	Year 3
Fire	-	413	413	413
Park	3,371	4,064	4,758	5,451
Transportation	3,357	3,546	3,735	3,924
Total	6,728	8,023	8,906	9,788

Based on Council feedback on April 6, staff will prepare draft ordinances to implement the recommendations, determine what public process is needed, and return to Council no later than June 1, as contemplated in the Fire Proposition 1 Implementation Plan.



Kirkland Comprehensive Impact Fee Update

John Ghilarducci, Managing Principal
Doug Gabbard, Technical Task Manager
Luke Slaughterbeck, Senior Analyst

April 6, 2021



Agenda

What is an Impact Fee?

Statutory Basis

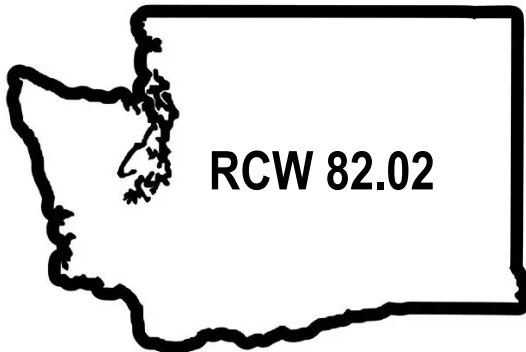
Calculation Framework

Results

- Fire – New
- Parks – Update
- Transportation – Update



What is an Impact Fee?



One-time fee imposed on development

Proportionate share of public facilities

- System improvements
- Must be reasonably related to and benefit new development
- Must be balanced with other public funds

Spending restrictions

- Capital facilities plan element of the comprehensive plan
- 10 years

Credits

- Value of improvements required of developers

Affordability

- May provide partial or full exemptions for low-income housing



Calculation Framework

Impact Fee

=

**allocable
capital cost**

**applicable
customer
base**



Numerator should represent total capital cost of serving the customer base growth in the denominator.

Denominator should represent total customer base growth that will be served by the projects in the numerator.



Specific Methodologies Differ

Fire

- Existing apparatus and station costs serve both existing and future customers
- Planned apparatus and station costs serve both existing and future customers
- Applied to land uses based on historical incident generation

Parks

- Historical investment approach
- Evaluated against growth-related portion of 6-year capital plan
- Applied to dwelling unit type by occupancy and non-residential by employment

Transportation

- Based on updated costs of projects in Transportation Master Plan
- Allocations based on previous study
- Applied to multiple land uses by trip generation



Key Policy Questions for Council



Should fire impact fees be implemented?



How much should parks impact fee be increased?

Should parks impact fee apply to non-residential development?



Should a phase-in strategy be adopted for all three fees?



Fire Key Points

Based on existing system assets and future projects

Majority of cost basis comes from future projects

Fees broadly in line with other Washington jurisdictions



Fire Results

Land Use Type	Total Fee	Unit of Development	Growth by 2035	Existing Component Revenue	Future Component Revenue
Commercial	\$ 1.40	per Sq. Ft.	889,766	\$ 332,614	\$ 910,885
Office & Industrial	0.07	per Sq. Ft.	4,831,614	118,363	198,977
Schools	0.53	per Sq. Ft.	551,102	79,533	214,989
Health Care	3.24	per Sq. Ft.	450,269	394,105	1,065,320
Government	3.03	per Sq. Ft.	71,559	58,562	158,301
Single-Family	1,019.38	per Dwelling Unit	3,511	841,610	2,737,444
Multifamily	412.92	per Dwelling Unit	10,153	1,590,558	2,601,849
Total Revenue Generated				\$ 3,415,346	\$ 7,887,764



Fire Regional Comparison

City	SFR	MFR
Shoreline	\$ 2,311	\$ 2,002
Issaquah	2,213	2,485
Kirkland	1,019	413
Renton	830	965
Redmond	128	217
Sammamish	N/A	N/A
Bellevue	N/A	N/A

SFR = Single-Family Residential; MFR = Multi-Family Residential



Parks Results (Calculated Maximum)

	Previous Study	Current Fees	Current Study (w/o nonresidential)	Current Study (w/ nonresidential)
Single-Family	\$ 3,968	\$ 4,435	\$ 17,496	\$ 16,501
Multi-family	3,016	3,371	11,845	11,172
Residential Suite	N/A	3,371	6,268	5,912
Per Employee	N/A	N/A	N/A	720



Parks Schedule (w/ nonresidential)

Land Use Category	Charge	Unit
Single-Family Residential	\$ 16,501	per Dwelling Unit
Multifamily	11,172	per Dwelling Unit
Manufacturing	1.44	per Sq. Ft.
Wholesale, Transportation and Utilities	0.72	per Sq. Ft.
Retail	1.03	per Sq. Ft.
Finance, Insurance, and Real Estate	2.06	per Sq. Ft.
Services (not including food services)	1.80	per Sq. Ft.
Government/Education	2.40	per Sq. Ft.
Restaurant	3.60	per Sq. Ft.
Mini-storage	0.04	per Sq. Ft.



Parks Key Points

Increase in property values leads to higher impact fee cost basis

Parks plan size allows large number of impact fee eligible projects

Fees represent maximum allowable charge

- Council can adopt “up to” calculated fees



Parks Regional Comparison

		Single Family Residence	Multi-Family
Issaquah	▲	9,107	5,591
Sammamish	▲	6,739	4,362
Redmond	▲	5,124	3,557
Kirkland (existing)	▲	4,435	3,371
Shoreline	▲	4,327	2,838
Renton	▲	2,915	1,978
Bellevue	▲	N/A	N/A

		Single Family Residence	Multi-Family
Kirkland (calculated maximum)	\$	16,501	\$ 11,172
Kirkland (staff recommendation)		7,173	5,451

- **Staff recommendation: Increase fee by assessed value increase (80.74%)**



Transportation Calculation

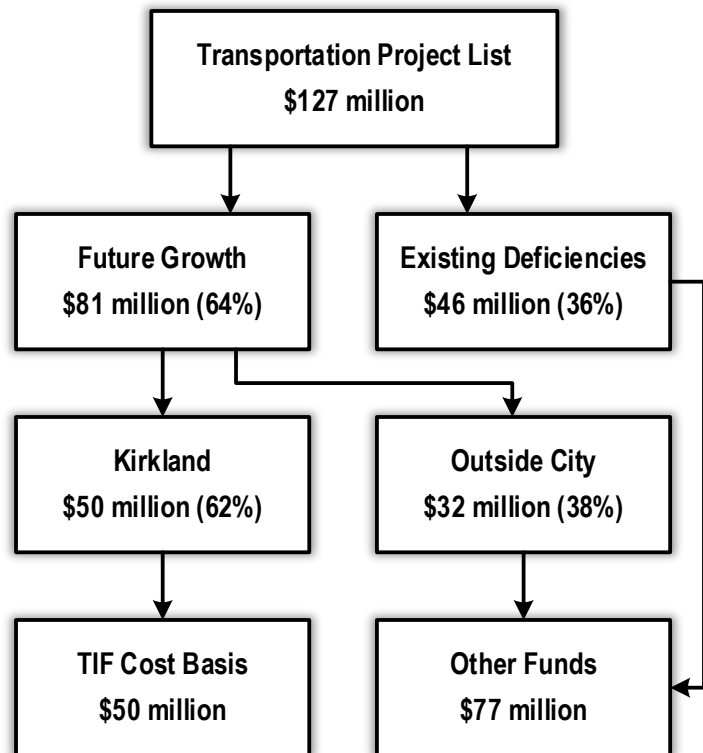
- Updated project costs using current (2015) Transportation Master Plan
- Project list is sized using 2015 growth metrics and trip ends.

Eligible Cost Basis	\$ 77,827,545
<i>less: Existing TIF fund balance</i>	<u>(1,660,800)</u>
Net Allocable Growth Cost	\$ 76,166,745
New PM Peak-Hour Person Trip Ends	15,000
Cost per New Person Trip End	\$ 5,078

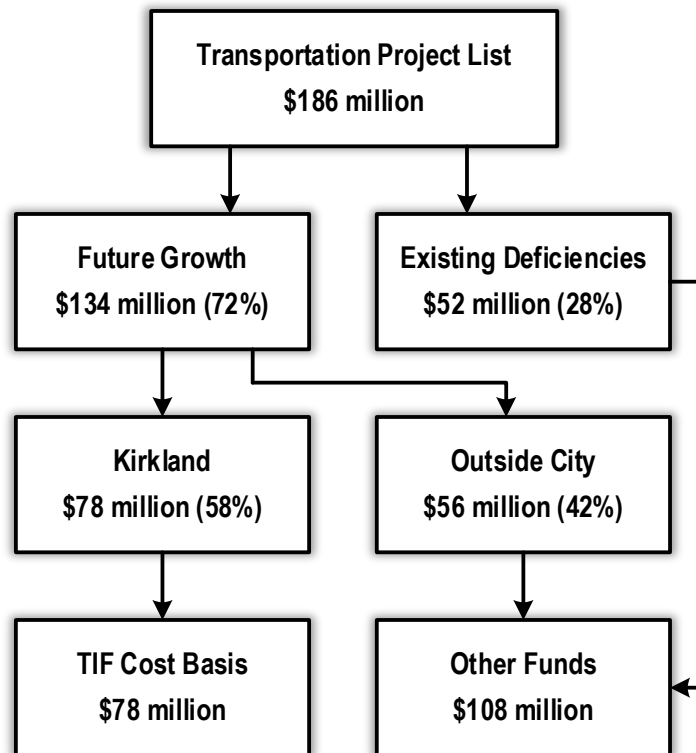


Comparison to Previous

2015 Study



2021 Study



\$50,127,787 **Cost Basis**
 $\div 15,000$ **Person Trip Growth**
\$3,341.85 **TIF / P-HPTE**

\$77,827,545 **Cost Basis**
76,166,745 **Adjusted for F.B.**
 $\div 15,000$ **Person Trip Growth**
\$5,077.78 **TIF / P-HPTE**

* Current Fee per P-HPTE is \$4,061



Sample Fees for Specific Land Uses

- **Current Fee per Person Trip End = \$4,061**
- **Calculated Fee per Person Trip End = \$5,078**

Land Use	Unit*	Current	Calculated	Difference	% Δ
Single-family Residential	D.U.	\$5,888	\$7,363	\$1,475	25%
Multi-family Housing	D.U.	\$3,357	\$3,924	\$567	17%
Congregate Care	D.U.	\$674	\$1,929	\$1,255	186%
Hotel	Room	\$4,037	\$11,486	\$7,449	185%
General Office Building	S.F.	\$9.36	\$9.46	\$0.10	1%
Fast Food (w/drive through)	S.F.	\$46.20	\$135.42	\$89.22	193%
Shopping Center	S.F.	\$5.80	\$24.67	\$18.87	325%
Hospital	S.F.	\$5.27	\$7.63	\$2.36	45%
Car Sales – New / Used	S.F.	\$13.65	\$27.89	\$14.24	104%
Supermarket	S.F.	\$18.03	\$47.99	\$29.96	166%



Transportation Regional Comparison

City		per SFR
Sammamish	\$	14,204
Renton		10,862
Issaquah		9,173
Redmond		7,729
Shoreline		7,112
Bellevue		7,060
Kirkland (existing)		5,888

City	per SFR
Kirkland (calculated maximum)	7,363



Impact Fee Effects if Maximum Assessed

Two example projects:

- **New Single-Family Home**
- **Multi-use development**
 - » 100 dwelling units
 - » 10,000 sq. ft. of office space

	Single Family Residence			Multi-Use Development		
	Current	Calculated	(+ / -)	Current	Calculated	(+ / -)
Parks	\$4,435	\$16,501	\$12,066	\$337,100	\$1,117,200	\$780,100
Transportation	\$5,888	\$7,363	\$1,475	\$429,300	\$487,010	\$57,710
Fire	-	\$1,019	\$1,019	-	\$41,992	\$41,992
Total	\$10,323	\$24,883	\$14,560	\$766,400	\$1,646,202	\$879,802



Staff Implementation Recommendations



Fire – Implement full impact fee



Parks – Phase-in to staff recommendation over three years



Transportation – Phase-in over three years



Staff Recommendation – Fee Schedule

Single Family	Current	Year 1	Year 2	Year 3
Fire	-	\$1,019	\$1,019	\$1,019
Parks	\$4,435	\$5,348	\$6,260	\$7,173
Transportation	\$5,888	\$6,380	\$6,871	\$7,363
Total	\$10,323	\$12,746	\$14,151	\$15,555

Multifamily	Current	Year 1	Year 2	Year 3
Fire	-	\$413	\$413	\$413
Parks	\$3,371	\$4,064	\$4,758	\$5,451
Transportation	\$3,357	\$3,546	\$3,735	\$3,924
Total	\$6,728	\$8,023	\$8,906	\$9,788



Key Policy Questions for Council



Should fire impact fees be implemented?



How much should parks impact fee be increased?

Should parks impact fee apply to non-residential development?



Should a phase-in strategy be adopted for all three fees?

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City of Kirkland, WA

FIRE AND PARKS IMPACT FEE UPDATE

Final Report
December 2020

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Section I. INTRODUCTION

The City of Kirkland, Washington (City) is a growing city with increasing demands for parks facilities. To help offset the costs that these demands place upon the City, the City imposes a Parks Impact Fee of \$4,391 for a single-family home, and \$3,338 for a multi-family dwelling unit. This fee was intended to recover an equitable share of system costs from growth, recognizing both the investments in infrastructure that the City has made and the future investments that the City will have to make to provide capacity to serve growth. The parks impact fee was last studied in 2015, and the City Council adopted Park Impact fees based on this study, which became effective in 2016. The fees have been indexed to inflation over the intervening time period and have thus increased every year. In 2020, the City contracted with FCS GROUP to update the fee. In addition, the City requested an initial impact fee for its fire and emergency medical services, which is included in this report. The scope of work also included updating the City's Transportation Impact Fee, but finalizing that work has been put on hold pending updates to the City's Transportation Management Plan (TMP) expected in 2021. Those results will be summarized in a separate report when the new information has been incorporated.

Consistent with these objectives, this study included the following key elements:

- **Overview of Washington Laws and Methodology Alternatives.** We worked with City staff to examine previous impact fee methodologies and evaluate alternative approaches in compliance with Washington law.
- **Develop Policy Framework.** We worked with City staff to identify, analyze, and agree on key policy issues and direction.
- **Technical Analysis.** In this step, we worked with City staff to resolve technical issues, isolate the recoverable portion of existing and planned facilities costs, and calculate fee alternatives. The most important technical consideration involves the identification and inclusion of planned capacity-increasing project costs.
- **Documentation and Presentation.** In this step, we presented preliminary findings to the City Council and summarized findings and recommendations in this report.

Section II. IMPACT FEE LEGAL OVERVIEW

Impact fees are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution. Impact fees allow cities to recover some of the cost of expanding public facilities necessitated by growth. These fees allow “growth to pay for growth” in a fair and equitable manner. Impact fees have a specific definition and associated constraints in the state of Washington. Impact fees are allowed under RCW 82.02.050 through 82.02.110 and are permitted for:

- Public streets and roads
- Publicly owned parks, open space, and recreation facilities
- School facilities
- Fire protection facilities

The statute provides specific guidance on the permissible methodology for calculating impact fees. This guidance can be broken down into three major categories:

1. Eligibility Requirements. RCW 82.02.050(3) states that impact fees:

- a. Shall only be imposed for system improvements that are reasonably related to the new development;
- b. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and;
- c. Shall only be used for system improvements that will reasonably benefit the new development.

These requirements, which exist to protect developers, ensure that impact fees are based on—and spent for—capacity that will directly or indirectly serve new development. That is why careful scrutiny is given to the included project list. Moreover, the impact fee that a developer pays must represent that particular development’s fair share of required capacity. That is why developments pay a unique fee based on land use, anticipated occupancy, and size.

Additionally, RCW 82.02.050(5) states that “Impact fees may be collected and spent only for the public facilities . . . which are addressed by the capital facilities plan element of a comprehensive land use plan.” This means that if a project is not listed in the adopted capital facilities plan element, then it is not eligible to be included in impact fee calculations.

2. Cost Basis. RCW 82.02.060(1) outlines the cost basis of impact fee calculations, stating that the basis must consider:

- a. The cost of public facilities necessitated by new development;
- b. An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to the particular system improvement;

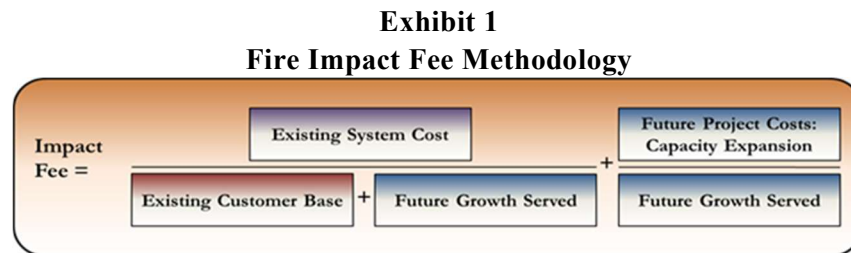
- c. The availability of other means of funding public facility improvements;
- d. The cost of existing public facilities improvements; and
- e. The methods by which public facilities improvements were financed.

This means that adjustments to the impact fee cost basis must be made for the amount of outstanding debt that was or will be used to pay for capital facility improvements, as well as other methods of funding public facilities improvements.

3. **Customer Base.** The costs determined to be eligible must be proportionately allocated across the projected customer base.

Section III. FIRE IMPACT FEE

The City does not currently have a fire impact fee. Therefore, instead of an update using an existing methodology, a new methodology must be applied. This study uses the *buy in plus growth method*, meaning that the impact fee is comprised of two separate parts: the existing cost component and the future cost component. Conceptually, this recognizes that the new customer is not fully served by the existing system, as evidenced by the need to make additional expansion investments. An expansion charge is added to this existing system charge by dividing the expansion portion of future capacity investments by the projected growth. The existing cost component consists of the existing system cost, divided by the existing customer base *plus* the future growth served. The future cost component consists of the capacity expanding portion of future projects, divided by *only* future growth served. These two components are then added together to create the fire impact fee. This methodology is shown in **Exhibit 1**.



Each of these components requires explanation and is examined in detail below.

III.A. EXISTING SYSTEM COST

The existing system cost is simply the cost of the City's existing assets used to provide fire and EMS services. This primarily consists of fire apparatus (including engines, aid cars, and marine units), miscellaneous equipment, and fire stations that are currently in service. The included assets are shown in **Exhibit 2** and **3**.

**Exhibit 2
 Fire Apparatus**

Veh #	Acquisition		Original Cost
	Date	Useful Life	
F-612	2003	18	\$ 355,048
F-613A	2005	18	169,694
F-213	2006	8	58,314
F-613B	2006	18	233,605
F403B	2007	17	4,814
F-613C	2007	17	632
F-216	2008	8	66,368
F-318A	2010	8	188,990
F-614A	2010	18	542,752
F-614B	2010	18	244
F-318B	2011	8	1,243
F-614C	2011	18	2,163
F-319A	2012	8	197,374
F-615A	2012	18	269,200
F-319B	2013	8	330
F-615B	2013	18	311,091
F-320	2014	8	211,243
F-321	2014	8	211,455
F-507A	2014	8	2,403
F-615C	2014	17	2,947
F-322A	2015	8	225,148
F-323A	2015	8	225,148
F-507B	2015	18	1,215,767
F-616A	2015	18	603,529
Marine-1	2015	10	38,690
Marine-2	2015	10	38,690
F-318C	2016	8	40,359
F-319C	2016	8	40,359
F-322B	2016	8	42,739
F-323B	2016	8	42,769
F-507C	2016	8	1,349
F-616B	2016	8	23
F-617	2017	18	665,441
F 617	2018	18	22,418
F214X	2006	8	26,964
F222	2014	8	31,265
F223	2014	8	31,265
F224	2014	8	31,265
F225	2014	8	31,265
Included Total			\$ 6,184,368

The total apparatus cost is \$6.2 million. The other major component of the City's assets is its fire stations, which total \$8.5 million.

**Exhibit 3
 City Fire Stations**

Station	Year Acquired	Original Cost
Fire Station #21	1998	\$ 1,352,826
Fire Station #22	1980	662,700
Fire Station #26	1994	1,588,088
FS#25 (FD41 Annex)	2011	1,078,600
Fire Station #25 Renovation	2018	3,653,513
FS#27 (FD41 Annex)	2011	213,700
Total		\$ 8,549,428

Combined with \$379,317 in included miscellaneous equipment, the total existing cost component can be calculated as shown in **Exhibit 4** below and totaling \$15,113,113.

**Exhibit 4
 Existing Cost Component**

Asset Category	Cost
Apparatus	\$ 6,184,368
Miscellaneous Equip.	379,317
Stations	8,549,428
Existing Cost Component	\$ 15,113,113

III.B. CUSTOMER BASE

The next step is to calculate the existing customer base. The City provided the number of dwelling units in the City in 2015, along with the area (in square feet) of various nonresidential land use types. Based on the City’s comprehensive plan, anticipated development by 2035 and annual growth rates could be calculated as shown in **Exhibit 5**. Using the compound annual growth rate, the total amount of development in 2019 could be interpolated. Development in 2019 is the existing customer base, and the estimated development between 2020 and 2035 is the future customer base.

**Exhibit 5
 Development**

Land Use	Measurement	2015 Existing	Additional 2035 Development	Compound Annual Growth Rate	2019 Development
Commercial	Sq. Ft.	4,063,759	889,766	0.99%	4,227,905
Office & Industrial	Sq. Ft.	8,799,061	4,831,614	2.21%	9,604,008
Schools	Sq. Ft.	2,468,850	551,102	1.01%	2,570,371
Health Care	Sq. Ft.	2,017,135	450,269	1.01%	2,100,081
Government	Sq. Ft.	320,571	71,559	1.01%	333,753
Single-Family	Dwelling Unit	20,451	3,511	0.80%	21,109
Multifamily	Dwelling Unit	17,086	10,153	2.36%	18,756

The City provided response data from 2019, categorized by land use type. This was used to calculate the 2019 incident generation rate, or the number of incidents generated by each unit of development, as shown in **Exhibit 6**.

**Exhibit 6
 2019 Incident Generation Rate**

Land Use	Measurement	2019 Development	2019 Incidents	2019 Incident Generation Rate
Commercial	Sq. Ft.	4,227,905	936	0.00022
Office & Industrial	Sq. Ft.	9,604,008	169	0.00002
Schools	Sq. Ft.	2,570,371	220	0.00009
Health Care	Sq. Ft.	2,100,081	1,092	0.00052
Government	Sq. Ft.	333,753	162	0.00049
Single-Family	Dwelling Unit	21,109	2,903	0.13754
Multifamily	Dwelling Unit	18,756	2,157	0.11500
Total			7,640	

Assuming that incident generation rates across land use types remain the same, an incident forecast for 2035 can be prepared, as shown in **Exhibit 7**.

**Exhibit 7
 Incident Forecast**

Land Use	Measurement	2015 Existing	2035 Development	2019 Incident Generation Rate	2035 Incident Forecast
Commercial	Sq. Ft.	4,063,759	4,953,525	0.00022	1,097
Office & Industrial	Sq. Ft.	8,799,061	13,630,675	0.00002	240
Schools	Sq. Ft.	2,468,850	3,019,952	0.00009	259
Health Care	Sq. Ft.	2,017,135	2,467,404	0.00052	1,283
Government	Sq. Ft.	320,571	392,130	0.00049	191
Single-Family	Dwelling Unit	20,451	23,962	0.13754	3,296
Multifamily	Dwelling Unit	17,086	27,239	0.11500	3,133
Total					9,497

The annual number of incidents is expected to grow by 1,857 incidents between 2019 and 2035 (9,497 – 7,640 = 1,857). This results in a *growth eligibility percentage* of 19.56 percent.

$$1,857 \div 9,497 = 19.56\%$$

Unlike other City services, it is difficult to assign future investments as 100 percent growth related. Apparatus are mobile, and most of the growth within the City is projected to be infill and redevelopment. Thus, future projects will be assumed to serve both existing development and future growth. This means that future system investments will only be 19.56 percent eligible for inclusion in the future cost component.

III.C. FUTURE COST COMPONENT

The City provided a capital improvement plan (CIP) that included both funded and unfunded projects. However, after discussions with City staff, it was determined that the unfunded portion of the CIP should be included in the impact fee cost basis only if the City’s Proposition #1 levy failed at

the November 2020 election. The levy passed, so the projects listed in the unfunded portion of the CIP will be funded with levy funds instead, and not included in the impact fee study. The included CIP projects are shown in **Exhibit 8**.

**Exhibit 8
 Future Projects**

Project Number	Project Title	Prior Year(s) (not included)	2019-2024 Total	Impact Fee Eligibility	Impact Fee Eligible Cost
FIRE					
PSC 06300	Air Fill Station Replacement		86,200	19.56%	16,857
PSC 06600	Thermal Imaging Cameras		93,400	19.56%	18,265
PSC 07100	Self Contained Breathing Apparatus (SCBA)		1,017,600	19.56%	198,999
PSC 07600	Personal Protective Equipment		1,320,500	19.56%	258,233
PSC 08000	Emergency Generators	120,000	120,000	19.56%	46,934
PSC 08100	Fire Station 26 Training Prop		290,000	19.56%	56,712
PSC 08200	Water Rescue Craft Storage & Lift		87,900	19.56%	17,189
FACILITIES					
PSC 30021	Fire Station 24 Land Acquisition	4,437,530	5,737,530	19.56%	1,989,804
PSC 30022	Fire Station 24 Replacement	10,133,300	16,890,908	19.56%	5,284,772
Total Funded Public Safety Projects		\$ 14,690,830	\$ 25,644,038		\$ 7,887,764

The future cost to be included is \$25.6 million. When multiplied by the growth eligibility percentage calculated above, the future cost basis is \$7.9 million.

III.D. IMPACT FEE CALCULATION

All the cost bases of the impact fee have now been calculated. However, as the impact fee will be charged based on individual land use type, each cost component must be distributed across the various land use types. This is done on the percentage of incidents in the relevant year (2019 for the current cost basis and 2035 for the future cost basis). **Exhibit 9** shows the distribution and resulting impact fee for apparatus costs.

**Exhibit 9
 Apparatus Fee Calculation**

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis:		2035 Development	Fee
				\$	6,184,368		
Commercial	Sq. Ft.	936	12.25%	\$ 757,740		4,953,525	\$ 0.15
Office & Industrial	Sq. Ft.	169	2.21%	136,642		13,630,675	0.01
Schools	Sq. Ft.	220	2.88%	178,344		3,019,952	0.06
Health Care	Sq. Ft.	1,092	14.29%	883,735		2,467,404	0.36
Government	Sq. Ft.	162	2.12%	131,318		392,130	0.33
Single-Family	Dwelling Unit	2,903	38.01%	2,350,415		23,962	98.09
Multifamily	Dwelling Unit	2,157	28.24%	1,746,174		27,239	64.11
Total		7,640	100.00%	\$ 6,184,368			

Exhibit 10 shows the distribution and resulting impact fee for fire stations and miscellaneous equipment costs.

**Exhibit 10
 Stations and Miscellaneous Equipment Fee Calculation**

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis \$8,928,745	2035 Development	Fee
Commercial	Sq. Ft.	936	12.25%	\$ 1,093,995	4,953,525	\$ 0.22
Office & Industrial	Sq. Ft.	169	2.21%	197,278	13,630,675	0.01
Schools	Sq. Ft.	220	2.88%	257,486	3,019,952	0.09
Health Care	Sq. Ft.	1,092	14.29%	1,275,901	2,467,404	0.52
Government	Sq. Ft.	162	2.12%	189,592	392,130	0.48
Single-Family	Dwelling Unit	2,903	38.01%	3,393,435	23,962	141.62
Multifamily	Dwelling Unit	2,157	28.24%	2,521,057	27,239	92.55
Total		7,640	100.00%	\$ 8,928,745		

Finally, the future cost basis is distributed in **Exhibit 11**. As the future cost basis is divided only by future growth, the incidents, incident breakdown, and development are different than in **Exhibits 9** and **10**.

**Exhibit 11
 Future Projects Fee Calculation**

Land Use Type	Unit of Development	2035 Projected Incidents	2035 Incident Breakdown	Cost Basis \$ 7,887,764	Growth by 2035	Fee
Commercial	Sq. Ft.	1,097	11.55%	\$ 910,885	889,766	\$ 1.02
Office & Industrial	Sq. Ft.	240	2.52%	198,977	4,831,614	0.04
Schools	Sq. Ft.	259	2.73%	214,989	551,102	0.39
Health Care	Sq. Ft.	1,283	13.51%	1,065,320	450,269	2.37
Government	Sq. Ft.	191	2.01%	158,301	71,559	2.21
Single-Family	Dwelling Unit	3,296	34.70%	2,737,444	3,511	779.68
Multifamily	Dwelling Unit	3,133	32.99%	2,601,849	10,153	256.26
Total		9,497	100.00%	\$ 7,887,764		

The total fire impact fee is the sum of these three calculated fees, shown below in **Exhibit 12**.

**Exhibit 12
 Fire Impact Fee Schedule**

Land Use Type	Existing Fee Component	Future Fee Component	Total Fee	Unit of Development
Commercial	\$ 0.37	\$ 1.02	\$ 1.40	per Sq. Ft.
Office & Industrial	0.02	0.04	0.07	per Sq. Ft.
Schools	0.14	0.39	0.53	per Sq. Ft.
Health Care	0.88	2.37	3.24	per Sq. Ft.
Government	0.82	2.21	3.03	per Sq. Ft.
Single-Family	239.71	779.68	1,019.38	per Dwelling Unit
Multifamily	156.66	256.26	412.92	per Dwelling Unit

Finally, the calculated fire impact fees can be multiplied by anticipated growth to forecast the revenue the City will receive if it fully adopts the fire impact fee.

**Exhibit 13
 Fire Impact Fee Revenue Forecast**

Land Use Type	Total Fee	Unit of Development	Growth by 2035	Existing Component Revenue	Future Component Revenue
Commercial	\$ 1.40	per Sq. Ft.	889,766	\$ 332,614	\$ 910,885
Office & Industrial	0.07	per Sq. Ft.	4,831,614	118,363	198,977
Schools	0.53	per Sq. Ft.	551,102	79,533	214,989
Health Care	3.24	per Sq. Ft.	450,269	394,105	1,065,320
Government	3.03	per Sq. Ft.	71,559	58,562	158,301
Single-Family	1,019.38	per Dwelling Unit	3,511	841,610	2,737,444
Multifamily	412.92	per Dwelling Unit	10,153	1,590,558	2,601,849
Total Revenue Generated				\$ 3,415,346	\$ 7,887,764

The total revenue generated is \$11.3 million. This represents 44% of the 2019-24 CIP shown in **Exhibit 8**.

FCS GROUP also surveyed neighboring jurisdictions to determine how the City’s calculated fire impact fees fit into a regional context. The results of this survey are shown in **Exhibit 14**. Fire impact fees are not as common as other types of impact fees, but Kirkland’s calculated fee is in line with those imposed by other Western Washington jurisdictions.

**Exhibit 14
 Fire Impact Fee Survey**

City	SFR	MFR
Issaquah	\$ 2,213	\$ 2,485
Shoreline	2,187	1,895
Kirkland	1,019	413
Renton	830	965
Redmond	125	149
Sammamish	N/A	N/A
Bellevue	N/A	N/A
Sammamish	N/A	N/A
Vancouver	N/A	N/A

Section IV. PARKS IMPACT FEE

This section provides the detailed calculations of the maximum defensible parks impact fee. As the City already has an existing parks impact fee, this study uses the same investment-based methodology as was previously used. This approach is based on the total value of the City’s park system, divided by the total applicable customer base. One change was made to the previous calculation. This impact fee uses residential equivalents (described below) that is added to the city population to account for the impacts of nonresidential development on City infrastructure.

IV.A. CUSTOMER BASE

The first step is to calculate the parks capital value per person, or the value of the existing system divided by the user base. The City currently defines the user base of its park system as the City’s population. However, an alternative methodology is based on *residential equivalents*, which measures and includes the additional impact of employees of businesses within the City on the parks system. The calculation of residential equivalents is shown below.

IV.A.1. Residential Equivalents

To charge parks impact fees to both residential and non-residential developments, we must estimate both (1) how much availability non-residential occupants (i.e., employees) have to use parks facilities and (2) how that availability differs from residential occupants (i.e., residents).

The calculation begins with the most recent data for both population and employment in Kirkland. As shown below, in 2017 (the most recent year for which both population and employment data were available), 86,080 residents lived in Kirkland, and 47,834 employees worked in Kirkland. Of these, 5,484 people both lived and worked in Kirkland, as shown in **Exhibit 15**.

Exhibit 15
Residents and Employees in Kirkland (2017)

	Living Inside Kirkland	Living Outside Kirkland	Total
Working inside Kirkland	5,484	42,350	47,834
Working outside Kirkland	39,184		
Not working	41,412		
Total	86,080		

Source: WA OFM Population Statistics, US Census Bureau: OnTheMap Application

Next, we estimate the number of hours per week that each category of person would be available to use the parks facilities in Kirkland. For example, a resident of the City who was not working would have 112 hours per week available to use park facilities (7 days x 16 hours per day). The table below shows FCS GROUP’s estimate of maximum time available for use. It is not an estimate of actual use.

Exhibit 16
Available Hours by Category

Hours per Week of Park Availability per Person, Residential Demand	Living Inside Kirkland	Living Outside Kirkland
Working inside Kirkland	72	N/A
Working outside Kirkland	72	N/A
Not working	112	N/A

Hours per Week of Park Availability per Person, Non-Residential Demand	Living Inside Kirkland	Living Outside Kirkland
Working inside Kirkland	10	10
Working outside Kirkland	N/A	N/A
Not working	N/A	N/A

Source: FCS GROUP

When the hours of availability above are multiplied by the population and employee counts presented earlier, we can determine the relative parks demand of residents and employees. As shown in **Exhibit 17**, the parks demand of one employee is equivalent to the parks demand of 0.11 resident. Another way of understanding this is that the parks demand of 9.12 employees is equivalent to the parks demand of one resident.

Exhibit 17
Total Available Hours by Class

Total Hours per Week of Park Availability, 2017	Residential Hours	Non-Residential Hours	Total Hours
Working inside Kirkland	394,848	478,340	873,188
Working outside Kirkland	2,821,248		2,821,248
Not working	4,638,144		4,638,144
Total	7,854,240	478,340	8,332,580
Hours per resident	91.24		
Hours per employee		10.00	
Employee Residential Equivalent			0.110

Source: Previous tables

IV.A.2. Growth

The current (2020) demand for parks facilities is 96,121 residential equivalents. That number is the sum of 90,660 residents (based on the Washington State Office of Financial Management’s official state population projections), and 5,461 residential equivalents for 49,832 employees. The number of employees is based on the 2017 number of employees, inflated to 2020 based on the City’s planning data.

During the forecast period from 2020 to 2024, chosen to match the capital plan, residential population is expected to grow by 983 residents to a total of 91,643 residents. Population growth was forecast at 0.27 percent annually, and growth in employees forecast at 1.37 percent annually. As

shown in **Exhibit 18**, residential equivalents will grow by 1,289 residential equivalents to a total of 97,410 residential equivalents.

Exhibit 18
Growth in Residential Equivalents

	2017	2020	2024	Growth from 2020 to 2024
Population	86,080	90,660	91,643	983
Employees	47,834	49,832	52,627	2,795
Residential Equivalent Employees	5,242	5,461	5,768	306
Total Residential Equivalents	91,322	96,121	97,410	1,289

As of the time of this report, the City had not determined whether to use residential equivalents as the customer base, which would allow it to charge nonresidential development, or to retain its current approach and charge only residential development. This report shows each calculation in parallel, so the differences between the two approaches are clear.

IV.B. IMPACT FEE CALCULATION

The next step is to calculate the capital value per person or residential equivalent. This study is based on the previous valuations of the City park system, inflated by the actual rise in property assessed values in Kirkland between 2014 and 2020 (80.74 percent). This is shown in **Exhibit 19**.

Exhibit 19a Park System Inventory

Name	2014			2020			
	Land Value	Improvement		Inflated Land Value	Improvement Value	Additional CIP Improvements	2020 Total Value
		Value	2014 Total Value				
132nd Square Park	\$ 466,000	\$ 2,462,121	\$ 2,928,121	\$ 842,264	\$ 4,450,121	\$ 9,058	\$ 5,301,444
Beach Property	45,000	-	45,000	81,335	-	-	81,335
Brookhaven Park	622,100	24,725	646,825	1,124,405	44,688	-	1,169,093
Carillon Woods	9,634,000	180,920	9,814,920	17,412,823	327,001	-	17,739,824
Cedar View Park	465,500	101,500	567,000	841,361	183,455	-	1,024,815
Cotton Hill Park	803,000	-	803,000	1,451,370	-	-	1,451,370
Crestwoods Park	13,784,500	2,457,493	16,241,993	24,914,579	4,441,756	-	29,356,336
David E. Brink Park	15,379,000	648,124	16,027,124	27,796,534	1,171,442	-	28,967,975
Edith Moulton Park	3,648,000	287,940	3,935,940	6,593,521	520,433	1,878,356	8,992,310
Everest Park	5,812,800	3,918,638	9,731,438	10,506,255	7,082,680	409	17,589,344
Forbes Creek Park	2,852,000	524,875	3,376,875	5,154,803	948,677	-	6,103,480
Forbes Lake Park	1,382,000	-	1,382,000	2,497,874	-	140,602	2,638,476
Heritage Park	16,215,500	2,091,641	18,307,141	29,308,452	3,780,504	-	33,088,956
Heronfield Wetlands	2,128,200	16,100	2,144,300	3,846,582	29,100	-	3,875,682
Highlands Park	1,271,000	351,584	1,622,584	2,297,249	635,465	-	2,932,714
Houghton Beach Park	30,150,000	2,238,895	32,388,895	54,494,147	4,046,656	-	58,540,803
Juanita Bay Park	25,880,200	4,886,922	30,767,122	46,776,764	8,832,790	2,759	55,612,312
Juanita Beach Park	10,752,000	9,210,079	19,962,079	19,433,535	16,646,614	688,569	36,768,717
Juanita Heights Park	1,168,000	5,600	1,173,600	2,111,083	10,122	736,033	2,857,238
Kingsgate Park	1,293,000	5,000	1,298,000	2,337,013	9,037	-	2,346,050
Kiwanis Park	8,282,000	16,000	8,298,000	14,969,172	28,919	-	14,998,091
Lake Ave W Street End Park	5,513,278	12,700	5,525,978	9,964,888	22,954	-	9,987,843
Marina Park	12,000,000	5,573,669	17,573,669	21,689,213	10,074,040	11,798	31,775,051
Mark Twain Park	624,000	874,062	1,498,062	1,127,839	1,579,810	-	2,707,649
Marsh Park	16,950,000	705,526	17,655,526	30,636,013	1,275,192	18,937	31,930,142
McAuliffe Park	2,888,800	523,408	3,412,208	5,221,316	946,026	-	6,167,342
Neil-Landguth Wetland Park	140,000	5,000	145,000	253,041	9,037	-	262,078
North Kirkland Com Ctr Park	3,172,800	7,196,029	10,368,829	5,734,628	13,006,349	-	18,740,977
North Rose Hill Woodlands Park	1,944,000	1,100,505	3,044,505	3,513,652	1,989,091	-	5,502,743
Ohde Avenue Pea Patch	666,000	2,250	668,250	1,203,751	4,067	-	1,207,818
Open Space 1138020240	189,000	-	189,000	341,605	-	-	341,605
Open Space 1437900440	1,000	-	1,000	1,807	-	-	1,807
Open Space 3295730200	1,000	-	1,000	1,807	-	-	1,807
Open Space 3326059150	988,000	-	988,000	1,785,745	-	-	1,785,745
Open Space 6639900214	177,000	-	177,000	319,916	-	-	319,916
Open Space 3326059136	1,060,900	-	1,060,900	1,917,507	-	-	1,917,507
Open Space 2426049132	651,000	-	651,000	1,176,640	-	-	1,176,640
Open Space 2540800430	1,000	-	1,000	1,807	-	-	1,807
Open Space 3261020380	5,000	-	5,000	9,037	-	-	9,037
Open Space 3275740240	1,000	-	1,000	1,807	-	-	1,807
Open Space 3754500950	476,000	-	476,000	860,339	-	-	860,339
Open Space 6619910290	240,000	-	240,000	433,784	-	-	433,784

Exhibit 19b
Park System Inventory cont.

Name	2014			2020			
	Land Value	Improvement Value	2014 Total Value	Inflated Land Value	Inflated Improvement Value	Additional CIP Improvements	2020 Total Value
Open Space 7016100600	536,000	-	536,000	968,785	-	-	968,785
Open Space 7016300061	1,000	-	1,000	1,807	-	-	1,807
Open Space 7955060320	164,000	-	164,000	296,419	-	-	296,419
Open Space 9527000610	1,000	-	1,000	1,807	-	-	1,807
Open Space 1119000270	1,000	-	1,000	1,807	-	-	1,807
Open Space 3558910830	1,000	-	1,000	1,807	-	-	1,807
Peter Kirk Park	27,181,400	17,367,453	44,548,853	49,128,597	31,390,532	78,596	80,597,226
Phyllis A Needy - Houghton Nbr	422,000	363,653	785,653	762,737	657,278	-	1,420,015
Reservoir Park	718,000	150,300	868,300	1,297,738	271,657	-	1,569,395
Rose Hill Meadows	1,888,000	452,044	2,340,044	3,412,436	817,040	-	4,229,476
Settler's Landing	1,800,000	506,400	2,306,400	3,253,382	915,285	-	4,168,667
Snyders Corner Park	772,000	-	772,000	1,395,339	-	-	1,395,339
South Norway Hill Park	2,553,400	-	2,553,400	4,615,103	-	-	4,615,103
South Rose Hill Park	450,000	480,721	930,721	813,345	868,872	-	1,682,217
Spinney Homestead Park	3,896,000	718,878	4,614,878	7,041,764	1,299,324	-	8,341,088
Street End Park	299,891	-	299,891	542,033	-	-	542,033
Terrace Park	865,700	397,787	1,263,487	1,564,696	718,974	815	2,284,485
Tot Lot Park	763,000	138,205	901,205	1,379,072	249,796	4,372	1,633,241
Van Aalst Park	1,788,000	260,160	2,048,160	3,231,693	470,222	-	3,701,915
Watershed Park	10,248,900	-	10,248,900	18,524,214	-	-	18,524,214
Waverly Beach Park	6,605,500	1,761,240	8,366,740	11,939,008	3,183,325	1,301,710	16,424,042
Windsor Vista Park	977,000	-	977,000	1,765,863	-	-	1,765,863
Wiviott Property	131,000	-	131,000	236,774	-	-	236,774
Yarrow Bay Wetlands	3,209,600	-	3,209,600	5,801,141	-	-	5,801,141
Cross Kirkland Corridor Trail	1,000,000	4,102,560	5,102,560	1,807,434	7,415,108	-	9,222,542
2015 Dock Shoreline	-	-	-	-	-	106,060	106,060
2017 Neighborhood Park Land Acq	-	-	-	-	-	1,683,120	1,683,120
2013 Dock Shoreline	-	-	-	-	-	344,061	344,061
Totem Lk/CKC Land Acquisition	-	-	-	-	-	181,569	181,569
2016 Dock Shoreline	-	-	-	-	-	300,184	300,184
OO Denny Park Improvements	-	-	-	-	-	150,605	150,605
Parks Maintenance Center	-	-	-	-	-	10,816,907	10,816,907
PK Pool Liner Replacement	-	-	-	-	-	214,855	214,855
2017 Dock Shoreline	-	-	-	-	-	212,341	212,341
2018 Neighborhood Park Land Acqu	-	-	-	-	-	65,124	65,124
2015 Dock Shoreline	-	-	-	-	-	328	328
Totem Lk/CKC Land Acquisition	-	-	-	-	-	125	125
Totem Lake Park Master Plan Ph. 1	-	-	-	-	-	996,231	996,231
15/17/18 City School Partnership	-	-	-	-	-	161,253	161,253
2018 City-School Partnership	-	-	-	-	-	161,253	161,253
Neighborhood Park Land Acquisi	-	-	-	-	-	3,000	3,000
[extra]	-	-	-	-	-	-	-
Total	\$ 265,996,969	\$ 72,120,702	\$ 338,117,671	\$ 480,772,071	\$ 130,353,437	\$ 20,269,029	\$ 631,394,537

As shown, the value of the park system has increased from about \$338 million to \$631 million. This results in an increase in the capital value per person or residential equivalent, as shown in **Exhibit 20**.

Exhibit 20
Capital Value per Person / Residential Equivalent

	Current Study (w/o Current Study)		
	Previous Study	nonresidential)	(w/nonresidential)
Value of Parks Inventory	\$ 338,118,273	\$ 631,394,537	\$ 631,394,537
Population / Residential Equivalents	82,590	90,660	96,121
Capital Value Per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569

Now that the capital value per resident or residential equivalent has been calculated, the next step is to calculate the value of parks needed for growth. This is the capital value calculated above,

multiplied by the forecasted growth. This represents the total investment that is eligible to be recovered through impact fees.

**Exhibit 21
 Value Needed for Growth**

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569
Growth of Population / REs	4,320	983	1,289
Investment Needed for Growth	\$ 17,685,809	\$ 6,843,223	\$ 8,466,310

The investment needed for growth has decreased from the previous study, due to the relatively short remaining planning period, and an anticipated decrease in the population growth rate. However, these values also need to be adjusted for consistency with the CIP. Under Washington state law, impact fees can only recover the growth-related cost of CIP projects that add capacity to the park system. The City provided a list of projects that would be completed through 2024, as well as an estimate of how much of each project would increase the capacity of the park system. This is shown in **Exhibit 22**.

**Exhibit 22
 Capital Improvement Program**

Project Number	Project Title	2019-2024 Total	Capacity Share	Eligible Cost
PKC 04900	Open Space, Park Land & Trail Acq Grant Match Program	100,000	100%	\$ 100,000
PKC 06600	Parks, Play Areas & Accessibility Enhancements	1,115,000	0%	-
PKC 08711	Waverly Beach Park Renovation Phase II	515,000	0%	-
PKC 11901	Juanita Beach Park Bathhouse Replacement	1,208,311	13%	157,080
PKC 11903	Juanita Beach Park Playground	366,000	58%	212,280
PKC 12100	Green Kirkland Forest Restoration Program	600,000	0%	-
PKC 13310	Dock & Shoreline Renovations	1,660,000	0%	-
PKC 13330	Neighborhood Park Land Acquisition	5,418,000	100%	5,418,000
PKC 13400	132nd Square Park Playfields Renovation	5,672,200	50%	2,836,100
PKC 13420	132nd Square Park Master Plan	135,000	80%	108,000
PKC 13530	Juanita Heights Park Trail	243,800	100%	243,800
PKC 13902	Totem Lake Park Development - Expanded Phase I	6,159,200	90%	5,543,280
PKC 14200	Houghton Beach & Everest Park Restroom Repl. Design	85,000	0%	-
PKC 14700	Parks Maintenance Center	2,958,351	14%	414,169
PKC 15100	Park Facilities Life Cycle Projects	950,000	0%	-
PKC 15400	Indoor Recreation & Aquatic Facility Study	160,000	100%	160,000
PKC 15500	Finn Hill Neighborhood Green Loop Trail Master Plan	160,000	100%	160,000
PKC 15600	Park Restrooms Renovation/Replacement Program	1,583,000	0%	-
PKC 15700	Neighborhood Park Development Program	1,583,000	100%	1,583,000
Total Funded Park Projects		30,671,862	Total	\$ 16,935,710

The total growth-related portion of the CIP is about \$16.9 million. As this value exceeds the investment needed for growth calculated in **Exhibit 21**, no adjustment is needed to reduce the investment needed for growth -- the adjustment percentage is 100 percent, as shown in **Exhibit 23**.

**Exhibit 23
 CIP Adjustment**

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Cost of CIP Projects that Add Capacity	\$ 6,857,400	\$ 16,935,710	\$ 16,935,710
Investment Needed for Growth	17,685,809	6,843,223	8,466,310
Adjustment Percentage	39%	100%	100%

The penultimate step is to multiply the adjustment percentage by the capital value per person or residential equivalent calculated in **Exhibit 20**. This is the growth cost per person or residential equivalent, shown in **Exhibit 24**.

**Exhibit 24
 Growth Cost per Person / Residential Equivalent**

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569
Adjustment Percentage	39%	100%	100%
Growth Cost per Person / RE	\$ 1,587	\$ 6,964	\$ 6,569

Finally, the growth cost per person or residential equivalent is multiplied by the Kirkland-specific average occupancy rates of various residential units or the residential equivalence (if applicable) to determine the parks impact fee.

**Exhibit 25
 Occupancy Rates by Dwelling Unit**

	Previous Study Value	Current Study
Single-Family	2.5	2.5
Multi-Family	1.9	1.7
Residential Suite	N/A	0.9
Residential Equivalence	N/A	0.1

This results in the calculated impact fees shown below.

**Exhibit 26
 Impact Fee per Unit of Development**

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Single-Family	\$ 3,968	\$ 17,496	\$ 16,501
Multi-family	3,016	11,845	11,172
Residential Suite	N/A	6,268	5,912
Per Employee	N/A	N/A	720

The calculated impact fee represents a sizeable increase over the existing parks impact fee. This is driven primarily by the low growth forecasted within the city through 2024 (based on past projections), as well as the large increase in the assessed value of the parks system. Thus, the high impact fee appropriately reflects the high cost of developing new parks within Kirkland. It should be

reiterated that this represents the *maximum allowable impact fee*, and the City is not under any obligation to adopt the calculated fee.

Finally, FCS GROUP compared the calculated park impact fee to other regional jurisdictions.

Exhibit 27
Park Impact Fee Survey

Parks Impact Fee Comparison	Single Family	
	Residence	Multi-Family
Kirkland (calculated maximum)	\$ 16,501	\$ 11,172
Issaquah	9,107	5,591
Sammamish	6,739	4,362
Redmond	4,738	3,289
Kirkland (existing)	4,391	3,338
Shoreline	4,090	2,683
Renton	3,946	2,801
Vancouver	2,379	1,739
Bellevue	N/A	N/A

The calculated maximum for the City (including non-residential) is significantly higher than any other surveyed jurisdiction.

Section V. INDEXING

The City already annually indexes its impact fees to the *Engineering News-Record* Construction Cost Index. We recommend that the City continue this practice for its parks impact fee and institute it for its fire and EMS impact fee, as it provides an adjustment which at least partially responds to the cost basis over time. We also recommend that the City continue its practice of periodically updating its impact fees to ensure that they recover the full cost of growth's impacts on City facilities.



CITY OF KIRKLAND
City Manager's Office
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager
Andreana Campbell, Management Analyst

Date: March 29, 2021

Subject: 2021 STATE LEGISLATIVE PRIORITIES UPDATE #6

RECOMMENDATION:

It is recommended that the City Council receive its sixth update on the City's 2021 State Legislative Priorities (Attachment A).

BACKGROUND DISCUSSION:

The City Council's Legislative Workgroup, consisting of Mayor Sweet, Deputy Mayor Arnold and Councilmember Curtis is staffed by the City Manager, the Intergovernmental Relations Manager and CMO's Management Analyst, with participation from Waypoint Consulting Group, the City's contracted lobbyist. Deputy Mayor Arnold is the Chair the Legislative Workgroup, which meets weekly to track the status of the City's priorities and it provides support and oversight of strategies for achieving the priorities.

The legislature is convened this year for a long, 105-day session that will conclude on Saturday, April 25. Friday, March 26 was the last day to pass bills out of policy committee from opposite house, except House fiscal committees and Senate Ways & Means and Transportation committees. April 2 is the last day to pass bills from House fiscal committees and Senate Ways & Means and Transportation committees. And April 11 is the last day to pass opposite house bills, (except initiatives and alternatives to initiatives, budgets and matters necessary to implement budgets, differences between the houses, and matters incident to the interim and closing of the session).

The State Budget:

Following the mid-March revenue forecast, the House and Senate released their budget proposals throughout the week of March 22. The Association of Washington Cities (AWC) has compiled all of the budget proposals into one matrix for ease in comparing (Attachment B). Details specific to the City's priorities are addressed later in this memo.

Kirkland's adopted 2021 Legislative Priorities and Status Update

The City's top legislative priorities are its direct interests and they are the primary focus for Council's Legislative Workgroup, the City Manager's Office and its contracted lobbyists during session. This session, two of the City's adopted 2021 legislative priorities, TOD at WSDOT-owned facilities and residential street maintenance were abandoned and will be considered in 2022. The remaining priorities are four local projects for which the City is seeking funding in the capital budget. Also, funding for two potential transportation projects was prioritized during session to seek funding for in the transportation budget.

- **Support legislative actions that facilitate Transit-Oriented Development (TOD) for the Kingsgate Park and Ride TOD Pilot project, the I-405 & NE 85th Street Station Area and future TOD projects at other WSDOT-owned properties**
 - ✓ At its January 5, Council agreed with a recommendation from its Legislative Workgroup to pull back from advancing legislation this session and continue to work with WSDOT on developing a future proposal, ideally as WSDOT agency-request legislation.
- **Allow Code Cities to complete local residential street maintenance projects in-house if no contractors enter a project bid**
 - ✓ At its February 2 meeting, Council agreed with a recommendation from its Legislative Workgroup to pull back from advancing legislation this session and continue to work with the Capital Projects Advisory Review Board (CPARB) on a recommendation for legislative consideration in 2022.
- **Capital budget funding for prioritized local infrastructure projects**
[HB 1080](#) (Rep Tharinger) / [SB 5083](#) (Sen Frockt) Concerning the capital budget
 - ✓ The City’s delegation members advocate for capital budget funding for the four projects listed below.
 1. PKCC New Roof and Retrofitted Generator - 45th and 48th LDs
 2. Parks Maintenance and Operations Center Emergency Generator - 48th and 45th LDs
 3. Non-motorized Improvements on NE 131st Way - 1st LD
 4. Fire training prop at site of new Fire Station 24 - 1st LD

The legislature released its capital budget proposals the week of March 22. The House released its proposal on March 24 and the Senate followed the next day. Two of the City’s priority projects were included in these proposals totaling \$1,288,000 in potential project funding (Attachment C).

From the above list of the city’s priority projects, the House included project #3 under the description “Extruded Curb Improvements” with \$515,000 in funding. Likewise, the Senate included \$515,000 in funding for project #3 as originally described. The Senate also included \$773,000 in funding for project #2, the Peter Kirk Community Center New Roof and Retrofitted Emergency Generator. Because project #2 was not included in the House proposal, Council’s Legislative Workgroup will focus for the remainder of the session endeavoring to ensure project #2 in the final capital budget.

PSHB 1080 House Capital Budget Proposal	PSSB 5083 Senate Capital Budget Proposal
<p>Extruded Curb Improvements (Kirkland) \$515,000 (pg 58) NEW SECTION. Sec. 1077. FOR THE DEPARTMENT OF COMMERCE 2022 Local & Community Projects <i>[Reps. Kloba & Duerr request: \$500,000] "Nonmotorized Improvements on NE 131st Way/90th Avenue NE from 97th Avenue NE to NE 134th Street"</i></p>	<p>Non-Motorized Improvements on NE 131st Way/90th Ave (Kirkland) \$515,000 (pg 44) NEW SECTION. Sec. 1069. FOR THE DEPARTMENT OF COMMERCE 2022 Local & Community Projects <i>[Sen. Stanford request: \$500,000]</i></p>
	<p>Peter Kirk Community Center Roof and Retrofitted Emerg (Kirkland) \$773,000 (page 45) NEW SECTION. Sec. 1069. FOR THE DEPARTMENT OF COMMERCE 2022 Local & Community Projects <i>[Sen. Dhingra request: \$772,500]</i></p>

It's worth mentioning here as well that two non-profit organizations located in the city of Kirkland received funding in the capital budget proposals. The Kirkland Arts Center is included in both House and Senate proposals with \$220,000 in funding. And the Senate included \$258,000 in its proposal for the Friends of Youth's New Ground Kirkland.

Finally, late last week Council's Legislative Workgroup learned that the funding level for the Aquatic Lands Enhancement Account (ALEA) in the House Capital Budget left five beneficial projects outside the proposed funding line, one of which was Kirkland's David Brink Park Shoreline Renovation Project (Attachment D). This project would provide a rare opportunity to remove concrete bulkheads and improve the shoreline for both salmon habitat and public access. This restoration project would create 200 feet of pocket beaches to restore the natural aquatic ecosystem and further improve fish habitat by replacing sunlight blocking wood decking with fish-friendly grating. It would add and enhance access to the lake through the creation of ADA-compliant public access pathways, improve stairs and seating, as well as non-motorized boat access. On March 29, Mayor Sweet testified before the House Capital Budget Committee in support of the capital budget, and she requested the committee match the Senate's budget proposal, which includes \$500,000 toward the David Brink Park Shoreline Renovation Project.

- **Transportation budget project funding**

[SB 5165](#) (Hobbs) / [HB 1135](#) (Fey) Making transportation appropriations for the 2021-2023 fiscal biennium

✓ On February 15, the delegation members of the city's 48th legislative district agreed to advocate for modest transportation budget funding for the following projects.

1. Rapid Flashing Beacons at 7th S. & State St. - 48th LD
2. Sidewalks at NE 117th and 75th NE. - 48th LD

Both House and Senate chambers released their proposals on March 22. Unfortunately, neither city of Kirkland project was included in either proposal. If the legislature considers and passes a transportation new revenue package, there is a possibility that either or both of these projects might be included. At the writing of this memo, [House Bill 1564](#), concerning transportation spending, was introduced in the House Transportation Committee.

Kirkland's adopted 2021 Priority Coalition Advocacy Items

This year, council adopted three Priority Coalition Advocacy (PCA) items as a new segment to Kirkland's legislative agenda. The intention is to elevate important and timely legislative goals that are not Kirkland specific, and are best championed by organizations with whom the City is allied. The 2021 issue areas are Housing/Homelessness, Gun Safety/Responsibility, and Police Reforms. The organizational leads on these issues are the Washington Low Income Housing Alliance, the Alliance for Gun Responsibility, and the Association of Washington Cities respectively.

The City has tracked bills that each of the three lead organizations have identified as most directly associated with their legislative priorities. At council's requested, the Legislative Workgroup has brought a number of bills, related to priority coalition advocacy items, to the full council for review and discussion, giving councilmembers the opportunity to go on record with their agreement or disagreement with these legislative proposals. The bills below are PCA designated bills and have received council review and discussion. To date, council has approved elevating a number of bills to be considered as city priorities. There are four housing related bills, a gun safety related bill and two bills related to police reforms.

The city's position on a few PCA bills has stood at "monitor" over the course of the session. The reason for monitoring these bills was not to diminish the city's support for the issue, but to acknowledge the sheer volume and complexity of these types of bills early in session made them

difficult follow carefully. Additionally, while these bills often contain elements the city supports, they also contain language that the city may not support. The “monitor” proposal is designed to recognize these limits, while allowing the city to keep a close eye on these bills.

Washington Low Income Housing Alliance’s efforts for new local funding and policy tools to address homelessness and create more affordable housing

ESHB 1070 (Ryu) Modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities - **(Yes City Priority – Yes PCA Priority)** *This bill would modify what King County’s Health Through Housing Initiative can do with HB 1590 funding.*

- Feb 25 – **House passed: 56 yeas; 42 nays**
- Mar 10 – Heard in Senate Housing & Local Government
- Mar 16 – Executive action taken in Housing & Local Government
- Mar 17 – Passed to Rules for second reading
- Mar 19 – Placed on second reading by Rules

Brief Summary of Engrossed Substitute House Bill 1070 as passed by the House – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Expands the allowable uses of a portion of revenues from the local sales and use tax for housing and related services to include acquiring affordable housing, facilities providing housing-related services, behavioral health-related facilities, or land for these purposes.
- Requires a county that seeks to acquire a facility using funds from the local sales and use tax for housing and related services to consult with the city in which the facility is located prior to acquisition and to provide an opportunity for 15 percent of the units provided in an acquired facility to be provided to those living in or near that city, or those who have ties to that community.
- Clarifies that affordable housing includes emergency, transitional, and supportive housing for purposes of the local sales and use tax for housing and related services.
- Expands the allowable uses of a portion of revenues from the state shared lodging tax to include housing and facilities for homeless youth for counties with a population of at least 1.5 million.

E2SHB 1277 (Ormsby) Revenue source for eviction prevention & housing stability - **(Yes City Priority – Yes PCA Priority)** *This bill proposes a document recording fee.*

SHB 1277, deemed to be necessary to implement the budget (NTIB), was referred to House Appropriations on February 2, where it sat for a month and a half until budget discussions began to come more into focus.

- Feb. 2 – Substitute referred to House Appropriations Committee
- Mar 15 – Heard in Appropriations
- Mar 18 – Executive action taken
- Mar 22 – Referred to Rules 2 Review
- Mar 23 – Placed on second reading
- Mar 28 – **House passed: 57 yeas, 40 nays, 0 absent, 1 excused**

Brief Summary of Engrossed Second Substitute House Bill 1277, as Passed House – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Establishes a \$100 surcharge on recorded documents to fund various housing services.
- Creates the Eviction Prevention Rental Assistance Program in the Department of Commerce.

[E2SSB 5160](#) (Kuderer) Tenant protections - (**PCA** – Support)

At its February 16 meeting, council approved (5-2) the City taking a "Support" position.

- Mar 4 – **Senate passed: 29 yeas; 20 nays, 20**
- Mar 6 – Referred to House Committee on Housing, Human Services & Veterans
- Mar 16 – Heard in Housing, Human Services & Veterans (Mayor Sweet testified)
- Mar 25 – Executive action taken in Housing, Human Services & Veterans
- Mar 26 – Referred to Appropriations
- Mar 31 – Scheduled for hearing in Appropriations (Deputy Mayor Arnold is scheduled to testify)

Brief Summary of Engrossed Second Substitute Senate Bill 5160, as reported by House Committee on Housing, Human Services & Veterans – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Requires landlords to offer tenants a repayment plan for unpaid rent that accrued between March 1, 2020, and six months following the expiration of the eviction moratorium or the end of the public health emergency, whichever is greater, with monthly payments no more than one-third of the tenant's monthly rent.
- Provides that landlords may file reimbursement claims under the Landlord Mitigation Program for unpaid rent that accrued between March 1, 2020, and six months following the expiration of the eviction moratorium, when the tenant has voluntarily vacated or abandoned the tenancy or when the tenant defaults on a repayment plan.
- Requires the Administrative Office of the Courts to contract with dispute resolution centers to establish a two-year, statewide Eviction Resolution Pilot Program to facilitate the resolution of nonpayment of rent cases.
- Provides that, subject to funds appropriated for this purpose, the court must appoint counsel for indigent tenants in unlawful detainer proceedings.
- Authorizes landlords access to certain rental assistance programs through the Department of Commerce, if feasible.

[ESHB 1236](#) (Macri) Eviction protection (**PCA** – "Support")

At its February 16 meeting, council approved (5-2) the City taking a "Support" position.

- Mar 7 – **House passed; 54 yeas; 44 nays**
- Mar 11 – Heard in the Senate Committee on Housing & Local Government
- Mar 18 – Executive action taken in Housing & Local Government
- Mar 19 – Passed to Rules for second reading
- Mar 26 – Placed on second reading by Rules

Brief Summary of Engrossed Substitute House Bill 1236, as reported by Senate Committee on Housing & Local Government, March 18 – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Specifies exclusive causes for eviction, refusal to renew a tenancy, and termination of a tenancy under the Residential Landlord-Tenant Act.
- Clarifies penalties for inclusion of unlawful provisions in rental agreements.

[E2SHB 1220](#) (Peterson) Supporting emergency shelters and housing through local planning and development regulations. ("Support")

At its March 2 meeting, council approved the City taking a "Support" position on SSB 1220, while the AWC remained in opposition to the bill because sections 3 and 4 of the bill pre-empt the authority of cities.

- Mar 3 – **House passed; 59 yeas; 39 nays; 0 absent; 2 excused**
- Mar 18 – Heard in the Senate Committee on Housing & Local Government (Mayor Sweet testified in support)
- Mar 24 – Executive scheduled but no action taken in Housing & Local Government
- Mar 25 – Executive action taken in Housing & Local Government
- Mar 26 – Referred to Ways & Means
- Mar 31 – Scheduled for hearing in Ways & Means (Mayor Sweet is scheduled to testify in support)

Brief Summary of Engrossed Second Substitute House Bill 1220, as of March 16 – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Updates the housing goals of the Growth Management Act (GMA) to include planning for and accommodating affordable housing.
- Requires GMA jurisdictions to address moderate, low, very low, and extremely low-income housing and racially disparate impacts and displacement in the housing element of the comprehensive plan.
- Requires the Department of Commerce to provide an inventory and analysis of existing and projected housing needs required in the housing element of the comprehensive plan, including emergency housing and shelters and permanent supportive housing.
- Prohibits cities from preventing emergency housing, permanent supportive housing, or indoor emergency shelters in multifamily, commercial, or mixed use zones where short-term rentals are allowed.
- Directs GMA jurisdictions to consider certain policies that encourage the construction of accessory dwelling units to meet affordable housing goals.

Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence.

- **Include a Kirkland focus on amending state law as necessary, consistent with the Washington State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly.**

[ESSB 5038](#) (Kuderer) Prohibiting the open carry of certain weapons at public demonstrations and the state capitol - **(Yes City Priority – Yes PCA Priority)**

- Feb 25 – **Senate passed: 28 yeas; 20 nays; 0 absent; 1 excused**
- Mar 16 – Heard in Civil Rights & Judiciary
- Mar 19 – Executive action taken
- Mar 23 – Referred to Rules 2 Review
- Mar 26 – Placed on second reading
- Mar 28 – **House passed: 57 yeas; 40 nays; 0 absent; 1 excused**

The city's proposed amendments were determined to be outside the title. No non-partisan legislative staff report available at the writing of this memo. Text of March 28 Engrossed Senate Bill 5038 Floor Striker – ([5038-S.E AMH ENGR H1306.E](#))

Association of Washington Cities' (AWC) Statewide Policing Reforms priority.

SSB 5066 (Dhingra) Concerning a peace officer's duty to intervene - (**Yes City Priority – Yes PCA Priority**)

At its February 16 meeting, council approved elevating SSB 5259 to a be a priority bill of the City's.

- Feb 23 – **Senate passed: 28 yeas; 21 nays**
- Feb 25 – First Referred to House Public Safety
- Mar 12 – Heard in the House Committee on Public Safety
- Mar 18 – Executive action taken in Public Safety
- Mar 23 – Referred to Appropriations
- Mar 30 – Scheduled for hearing in Appropriations (Mayor Sweet will sign in Pro)

Brief Summary of First Substitute Senate Bill 5066, as reported by House Committee on Public Safety – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Requires a peace officer to intervene when witnessing another officer engaging in the use of excessive force.
- Requires a peace officer to report to a supervisor when he or she witnesses another officer committing wrongdoing.

E2SSB 5259 (Nobles) Concerning law enforcement data collection - (**Yes City Priority – Yes PCA Priority**)

At its February 16 meeting, council approved elevating SSB 5259 to a be a priority bill of the City's.

- Mar 1 – **Senate passed: 46 yeas; 2 nays; 1 absent**
- Mar 3 – Referred to House Public Safety
- Mar 16 – Heard in Public Safety
- Mar 23 – Executive action taken
- Mar 25 – Referred to Appropriations

Brief Summary of Engrossed Second Substitute Senate Bill 5259, as amended by committee – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Requires the Office of the Attorney General to establish an advisory group to make recommendations for the design, development, and implementation of a statewide program for collecting, reporting, and publishing use of force data by April 1, 2022.
- Requires the Office of the Attorney General to engage in a competitive procurement process to select a Washington private or public institution of higher education to implement the statewide use of force data program.
- Requires law enforcement agencies to report all instances of the use of force by no later than three months after the Office of the Attorney General determines the statewide use of force data program can accept reports.

[ESHB 1054](#) (Johnson) Establishing requirements for tactics and equipment used by peace officers - (PCA - Monitor)

- Feb 27 – **House passed: 54 yeas; 43 nays; 1 excused.**
- Mar 2 – Referred to Senate Law & Justice.
- Mar 11 – Heard in Law & Justice
- Mar 18 – Executive action taken
- Mar 19 – Passed to Rules for second reading
- Mar 26 – Placed on second reading by Rules

City provided proposed amendments to 1) not prohibit vascular neck restraints by officers in deadly force situations when the life of the officer or another is at risk, and 2) allow police departments to have MRAPS, and submitted the amendments to Senator's Dhingra, Kuderer and Stanford for consideration both in committee and on the Senate floor.

Brief Summary of Engrossed Substitute House Bill 1054, as reported by Senate Committee on Law & Justice, March 18 – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Prohibits a peace officer from using chokeholds in the course of their duties; prohibits neck restraints unless necessary to protect against an imminent threat of serious physical injury or death.
- Requires the Criminal Justice Training Commission to convene a work group and develop a model policy for training and use of canine teams.
- Establishes guidelines for when a law enforcement agency may authorize the use of tear gas.
- Prohibits law enforcement agencies from acquiring certain specified military equipment.
- Outlines limited parameters for when a peace officer may engage in a vehicular pursuit or fire upon a moving vehicle.
- Requires uniformed peace officers to clearly display the officer's name or other identifiable information.
- Prohibits the court from issuing a search or arrest warrant granting an exception to the requirement that the officer provide notice of the purpose of the warrant

[E2SSB 5051](#) (Pedersen) Concerning state oversight and accountability of peace officers and corrections officers - (PCA - Monitor)

- Feb 25 – **Senate passed: 26 yeas; 19 nays; 1 absent; 3 excused**
- Feb 27 – Referred to House Public Safety
- Mar 11 – Heard in Public Safety
- Mar 18 – Executive action taken in Public Safety
- Mar 24 – Referred to Appropriations

City's funding concerns were communicated to Representative Goodman.

Brief Summary of Engrossed Second Substitute Senate Bill 5051, as reported by House Committee on Public Safety – *(prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent)*

- Modifies the priorities and composition of the Criminal Justice Training Commission.
- Expands the background investigation requirements for persons applying for peace officer, reserve officer, and corrections officer positions.
- Makes changes to the certification and decertification processes for peace officers and corrections officers

Updates on Other Legislative Items & Interests

On March 22, Planning & Building Department staff brought [SB 5312](#) to the attention of the Legislative Workgroup. The bill, which would facilitate transit-oriented development and increasing housing inventory, was heard in the House Committee on Environment & Energy on March 11 and was [amended](#) by the committee to extend the grant funding that the City received through passage of HB 1923 in the 2019 session. This grant, administered through the Department of Commerce, helped to supplement the City's public engagement process for the Station Area Plan at NE 85 and I-405. The deadline for deliverables on the original grant in April 2021. The amendment to SB 5312 would extend grant through 2025.

HB 5312 was referred to House Appropriations on March 23 and is scheduled for public hearing on March 30. Councilmember Curtis is scheduled to testify in support of the bill as amended in Environment & Energy committee. Councilmember Curtis will also advocate for and request allowing City's that are already under contract for the HB 1923 grant to simply receive the extension rather than having to reapply.

Finally, based on Council's February 2 approval of support for [HB 1362](#), modifying the annual regular property tax revenue growth limit, the Legislative Workgroup agreed the Mayor should sign onto letter of support on HB 1362. The bill was heard in House Finance on March 18.

KIRKLAND'S BILL REVIEW PROCESS:

The City's review process involves subject-matter experts from each City Department being assigned relevant bills for review and analysis to determine potential impacts to the City. This process also includes staff making an initial assessment and recommendation on what the City's position should be on a given bill (Support/Oppose/Neutral/Monitor). Government Relations staff provide weekly reports of reviewed bills, their analysis and recommendations to Council's Legislative Workgroup (Attachment E). The Workgroup, whose activities are guided by the adopted legislative agenda's general principles, as well as the City Council's Goals, discuss, confirm or adjust staffs' recommendations.

The "Bill Status and Position Tracker" Report is also reviewed by the Legislative Workgroup at its weekly Fridays and represents a tool by which the City's lobbyists make certain the City's interests are reflected at bill hearings (Attachment F). Staff modified the Bill Tracker Report in an effort to more clearly illustrate the City's position on bills and its multi-layered relationship to certain bills that staff have reviewed. An additional column was to the right of the "City Priority" column, that has the header "PCA." If the bill is an approved city priority, then the cell in the city priority column includes a "Yes". If a bill is a PCA priority, then the cell in the PCA column will include a "Yes". If the bill is both a city priority and a PCA priority then, a "Yes" and "Yes" will show side-by-side. Where PCA designated bills have received a position recommendation of "Monitor" it indicates that the bill is being watched as it is considered in the legislature's committee process.

If, during the session, a proposed bill (of concern to the City) is determined to be beyond the scope of the legislative agenda's general principles, or not in sync with the Council Goals, then the Legislative Workgroup will bring the bill proposal before the full Council for consideration and discussion at its next regular council meeting.

Attachments: A – 3/26/21 and 3/19 Status update on the City's 2021 State Legislative Priorities
B – AWC Budget Matrix 3/29
C – City Projects and House & Senate Budget Proposals 3/25
D – ALEA 2021-23 House and Governor's List
E – 3/25/21 Bill Analysis & Recommendation Report (3/18 – 3/25 and 3/18 – 3/11)
F – 3/25/21 Bill Status & Position Tracker Report

City of Kirkland 2021 Legislative Priorities – Status
Updated: March 26, 2021

Attachment A

2021 Legislative Priority	Bill #	Prime Sponsor	Status
Support facilitating TOD at Kingsgate, NE 85/405 and other WSDOT-owned properties			Re-Approach with WSDOT agency lead in 2022
Support allowing Code Cities to complete local residential street maintenance projects in-house if no contractors bid			Re-Approach with CPARB in 2022
Support capital budget funding for prioritized local infrastructure projects	PSSB 5083 PSHB 1080	Sen Frockt Rep Tharinger	House & Senate Local Project Form being completed for 1. PKCC New Roof and Retrofitted Emergency Generator 2. Parks M & O Center Emergency Generator 3. Non-motorized Improvements on NE 131st Way 4. Fire training prop at site of new Fire Station 24
Transportation budget project funding	HB 1135 SB 5165	Rep Fey Sen Hobbs	1. Rapid Flashing Beacons at 7th S. & State St. 2. Sidewalks at NE 117th and 75th NE

2021 Priority Coalition Advocacy <i>evaluate support for proposed legislative agendas from the following organizations</i>	Bill #	Prime Sponsor	Status
Support WA Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing	SHB 1070	Rep Ryu	2/25 – Passed 56 yeas, 42 nays 3/10 – Heard in Housing & Local Gov 3/16 – Executive action taken 3/17 – Passed to Rules for second reading 3/19 – Placed on 2 nd Reading
	SHB 1277	Rep Ormsby	2/2 – Referred to Appropriations 3/15 – Heard in Appropriations 3/18 – Executive action taken 3/22 – Referred to Rules 3/23 – Placed on 2 nd Reading
	2SSB 5160 <i>Support</i>	Sen Kuderer	3/4 – Passed 29 yeas, 20 nays 3/16 – Heard in Housing, Human Services & Veterans 3/25 – Executive action taken
	SHB 1236 <i>Support</i>	Rep Macri	3/7 – Passed 54 yeas, 44 nays 3/11 – Heard in Sen Housing & Local Government 3/18 – Executive action taken 3/19 – Passed to Rules for second reading 3/26 – Placed on 2 nd Reading

City of Kirkland 2021 Legislative Priorities – Status
Updated: March 26, 2021

Attachment A

<p>Support Alliance for Gun Responsibility’s recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence</p> <ul style="list-style-type: none"> ○ Including amending state law as necessary, consistent with the WA State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly. 	SSB 5038	Sen Kuderer	<p>2/25 – Passed 28 yeas, 20 nays, 0 abs, 1 excused 2/27 – Referred to House Civil Rights & Judiciary 3/16 – Heard in Civil Rights & Judiciary 3/19 – Executive action taken 3/23 – Referred to Rules 2 Review 3/26 – Placed on second reading</p>
<p>Support Association of Washington Cities’ Statewide Policing Reforms priority.</p>	SSB 5066	Sen. Dhingra	<p>2/23 – Passed 28 yeas, 21 nays 2/25 – Referred to House Public Safety 3/12 – Heard in Public Safety 3/18 – Executive action taken 3/23 – Referred to Appropriations 3/30 – Scheduled for hearing in Appropriations</p>
	E2SSB 5259	Sen. Nobles	<p>3/1 – Passed 46 yeas, 2 nays, 1 absent 3/3 – Referred to House Public Safety 3/16 – Heard in Public Safety 3/23 - Executive action taken 3/25 – Referred to Appropriations</p>
	HB 1054 <i>Monitor</i>	Rep Johnson	<p>2/27 – Passed 54 yeas, 43 nays, 1 excused 3/3 – Referred to Senate Law & Justice 3/11 – Heard in Law & Justice 3/18 – Executive action taken 3/19 – Passed to Rules for second reading 3/26 – Placed on 2nd Reading</p>
	SSB 5051 <i>Monitor</i>	Sen Pederson	<p>2/25 – Passed 26 yeas, 19 nays, 1 abs, 3 excused 2/27 – Referred to House Public Safety 3/11 – Heard in Public Safety 3/18 – Executive action taken 3/24 – Referred to Appropriations</p>

* No HIGHLIGHTS = No change in status from last update.

City of Kirkland 2021 Legislative Priorities – Status
Updated: March 19, 2021

Attachment A

2021 Legislative Priority	Bill #	Prime Sponsor	Status
Support facilitating TOD at Kingsgate, NE 85/405 and other WSDOT-owned properties			Re-Approach with WSDOT agency lead in 2022
Support allowing Code Cities to complete local residential street maintenance projects in-house if no contractors bid			Re-Approach with CPARB in 2022
Support capital budget funding for prioritized local infrastructure projects	SB 5083 HB 1080	Sen Frockt Rep Tharinger	House & Senate Local Project Form being completed for 1. PKCC New Roof and Retrofitted Emergency Generator 2. Parks M & O Center Emergency Generator 3. Non-motorized Improvements on NE 131st Way 4. Fire training prop at site of new Fire Station 24
Transportation budget project funding	HB 1135 SB 5165	Rep Fey Sen Hobbs	1. Rapid Flashing Beacons at 7th S. & State St. 2. Sidewalks at NE 117th and 75th NE

2021 Priority Coalition Advocacy <i>evaluate support for proposed legislative agendas from the following organizations</i>	Bill #	Prime Sponsor	Status
Support WA Low Income Housing Alliance's efforts for new local funding and policy tools to address homelessness and create more affordable housing	SHB 1070 SHB 1277 2SSB 5160 <i>Support</i> SHB 1236 <i>Support</i>	Rep Ryu Rep Ormsby Sen Kuderer Rep Macri	2/25 – Passed 56 years, 42 nays 3/10 – Heard in Housing & Local Gov 3/16 – Executive action taken 3/17 – Passed to Rules for second reading 2/2 – Referred to Appropriations 3/15 – Heard in Appropriations 3/18 – Executive action taken 3/4 – Passed 29 years, 20 nays 3/16 – Heard in Housing, Human Services & Veterans 3/25 – Scheduled for Executive Session 3/7 – Passed 54 years, 44 nays 3/11 – Heard in Sen Housing & Local Government 3/18 – Executive action taken
Support Alliance for Gun Responsibility's recommendations for gun safety measures that promote safe and responsible gun ownership and reduce gun violence <ul style="list-style-type: none"> o Including amending state law as necessary, consistent with the WA State Constitution, to prevent the visible presence of firearms from intimidating those exercising rights to assembly. 	SSB 5038	Sen Kuderer	2/25 – Passed 28 years, 20 nays, 0 abs, 1 excused 2/27 – Referred to House Civil Rights & Judiciary 3/16 – Heard in Civil Rights & Judiciary 3/19 – Executive action taken

City of Kirkland 2021 Legislative Priorities – Status
Updated: March 19, 2021

Attachment A

Support Association of Washington Cities' Statewide Policing Reforms priority.	SSB 5066	Sen. Dhingra	2/23 – Passed 28 yeas, 21 nays 2/25 – Referred to House Public Safety 3/12 – Heard in Public Safety 3/18 – Executive action taken
	E2SSB 5259	Sen. Nobles	3/1 – Passed 46 yeas, 2 nays, 1 absent 3/3 – Referred to House Public Safety 3/16 – Heard in Public Safety 3/23 - Scheduled for executive session
	HB 1054 <i>Monitor</i>	Rep Johnson	2/27 – Passed 54 yeas, 43 nays, 1 excused 3/3 – Referred to Senate Law & Justice 3/11 – Heard in Law & Justice 3/18 – Executive action taken
	SSB 5051 <i>Monitor</i>	Sen Pederson	2/25 – Passed 26 yeas, 19 nays, 1 abs, 3 excused 2/27 – Referred to House Public Safety 3/11 – Heard in Public Safety 3/18 – Executive action taken

* No HIGHLIGHTS = No change in status from last update.



Washington legislative proposed budgets FY 2021-23: Selected impacts on cities

For more information, please visit the LEAP website at leap.leg.wa.gov for legislative budget proposals and the Office of Financial Management website at ofm.wa.gov for the Governor's proposed budget.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Operating budget – Shared revenues			
Liquor profits (Liquor Revolving Account)	\$98.9 million	\$98.9 million	\$98.9 million
Liquor taxes (Liquor Excise Tax Account)	\$67.4 million	\$76.5 million	\$76.5 million
Marijuana Excise Tax	\$30 million	\$30 million	\$30 million
Municipal Criminal Justice Assistance Account	\$40.3 million	\$45 million	\$45 million
City-County Assistance Account (6050)	\$35.5 million	\$39.9 million	\$39.9 million
Fire Insurance Premium Tax	\$10.9 million	\$9.8 million	\$9.8 million
Operating budget – Programs			
City assistance	-	\$58 million to provide one-time funds distributed based on population for costs to cities related to GMA planning, police reform and other bills passed in 2020-2021.	Not included.
COVID-19 response	<p>\$74.1 million: Emergency response funding from Department of Natural Resources for 2020 and 2021 for responding to emergencies, including fire suppression and COVID-19.</p> <p>\$200 million: State funding to state agencies and local governments to respond to COVID-19. Funds pulled from the rainy-day fund: \$25 million earmarked for unemployment assistance programs.</p>	*COVID-19 financial assistance appropriations are listed throughout the budget matrix.	*COVID-19 financial assistance appropriations are listed throughout the budget matrix.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Pensions	LEOFF 2 transfer: \$300 million from LEOFF 2 pension fund to Benefits Improvement Account. (HB 2144) Final rates: <ul style="list-style-type: none"> • PERS employer rate: 12.52% • PSERS employer rate: 11.76% • LEOFF 2 employer rate: 5.65% 	LEOFF 2 transfer: \$600 million from LEOFF 2 pension fund to local LEO and firefighters' system Benefit Improvement Account. \$286,000: Funding to implement policy to hold public pensions harmless for COVID-related work reductions. (SB 5021) Final rates: <ul style="list-style-type: none"> • PERS employer rate: 10.07% • PSERS employer rate: 10.21% • LEOFF 2 employer rate: 5.12% 	\$320,000: LEOFF 2 ombuds to assist members regarding benefits. \$197,000: Funding to implement public retirement system opt-outs. (SB 5352) Final rates: <ul style="list-style-type: none"> • PERS employer rate: 10.07% • PSERS employer rate: 10.21% • LEOFF 2 employer rate: 5.12%
PERS 1 COLA	One-time PERS 1 COLA funded through a 0.12% increase in employer paid surcharge. (HB 1390)	No change.	No change.
Paid Family & Medical Leave Program	-	\$204.7 million: Appropriates GF-federal (SFR) funds to implement temporary expansion of Paid Family & Medical Leave eligibility for COVID-19 response. (HB 1073)	<ul style="list-style-type: none"> • \$200 million: Appropriates federal ARP funds to implement temporary expansion of Paid Family & Medical Leave eligibility for COVID-19 response. (HB 1073) • \$656,000: Funding to implement expansion of PFML eligibility and report on program use. (SB 5097)
Miscellaneous HR & Labor provisions of interest	-	<ul style="list-style-type: none"> • \$8.3 million: Funding for implementing <i>quit tam</i> at L&I, Attorney General's Office, and Human Rights Commission. (HB 1076) • \$30.5 million: Funding for implementing the Long-term Services & Supports program. 	\$30.4 million: Funding for implementing the Long-term Services & Supports program.
Municipal Research and Services Center	\$5.9 million	\$5.9 million	\$5.9 million
Training for law enforcement	<ul style="list-style-type: none"> • \$1.04 million: Funding for two additional BLEA classes in 2020 and 2021. Three classes each year must be held in Spokane. • \$985,000 to implement the correctional officer certification program. (HB 2499) • \$524,000: De-escalation training program • \$100,000: De-escalation program curriculum 	<ul style="list-style-type: none"> • \$3 million: Funding for five additional BLEA classes in 2022 and 2023. Three classes each year must be held in Spokane. Funds 15 BLEA classes per year. • \$1.45 million: Funding for the correctional officer certification program. 	<ul style="list-style-type: none"> • \$1.2 million: Funding for two additional BLEA classes in 2022 and 2023. Three classes each year must be held in Spokane. Funds 12 BLEA classes per year. • \$1.45 million: Funding for the correctional officer certification program.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Police reform	-	<ul style="list-style-type: none"> \$530,000 for law enforcement professional development. (HB 1001) \$111,000 for developing model policy for police tactics & equipment. (HB 1054) \$62,000 for developing protocol for addressing impeachment disclosures. (HB 1088) \$609,000 for developing use of force model policy. (HB 1310) 	<ul style="list-style-type: none"> \$5.8 million deadly force data collection. (SB 5259) \$920,000 for developing training for officer duty to intervene. (SB 5066) \$4.5 million for managing state oversight and accountability of law enforcement. (SB 5051)
Mental health field response grants	\$4 million, including: <ul style="list-style-type: none"> \$3 million for <i>Trueblood</i> phase one regions. 	\$6 million, including: <ul style="list-style-type: none"> \$7 million for <i>Trueblood</i> phase one regions. <p><i>There are a few questions about the allocations of funds. AWC is seeking clarification.</i></p>	\$12 million, including: <ul style="list-style-type: none"> \$7 million for <i>Trueblood</i> phase one regions
Law enforcement diversion grant program (HB 1767)	\$2.4 million: Washington Association of Sheriffs & Police Chiefs to implement grant program.	\$2 million to the HCA to implement a MOU with CJTC to provide funding for community grants.	\$2 million to the HCA to implement a MOU with CJTC to provide funding for community grants.
Law enforcement behavioral health & suicide prevention program	-	\$814,000 for three pilot programs administered through WASPC.	\$300,000 for three pilot programs administered through WASPC.
Office of Independent Investigations (HB 1267)	-	\$21.9 million: <ul style="list-style-type: none"> \$19.6 million for the Office of the Governor. \$1.7 million for the Office of Financial Management. \$670,000 for the CJTC. 	\$26 million
Crisis intervention training	\$899,000: <i>Trueblood</i> phase one regions.	\$899,000: <i>Trueblood</i> phase one regions.	\$1.7 million: <i>Trueblood</i> phase one regions.
Drug & gang prevention	\$1 million grant program	\$1 million grant program	\$1 million grant program
Impaired driver safety account	\$1.4 million	\$1.7 million	\$2.1 million
Public defense grants	\$900,000 to cities.	\$900,000 to cities. This allocation is not specifically called out in the House budget but is included in the Office of Public Defense's (OPD) budget. We are working with OPD to ensure that the language is included in the budget.	\$900,000 to cities. This allocation is not specifically called out in the Senate budget but is included in the OPD's budget. We are working with OPD to ensure that the language is included in the budget.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
State v. Blake decision	-	<p>\$71.3 million:</p> <ul style="list-style-type: none"> \$44.5 million in grants to assist counties with costs of resentencing and vacating sentences. \$23.5 million to establish a legal financial obligation aid pool for counties to repay defendants affected by court ruling. \$3.3 million for the Department of Corrections for staffing, release assistance, and food and housing assistance. <p>\$1.3 million additional funding in 2021 for the Department of Corrections for staffing, release assistance, and food and housing assistance.</p>	<p>\$11 million for supporting courts:</p> <ul style="list-style-type: none"> \$1 million for a workgroup to develop strategies and process to expedite case reviews and hearings. \$10 million in grants to superior courts for expenses related to implementing <i>State v. Blake</i>. <p>\$1.1 million for safe station pilot programs. (SB 5074)</p>
Foundational public health	<p>\$28.0 million:</p> <ul style="list-style-type: none"> \$6.0 million increase for foundational public health. 	\$128 million	\$178 million
Community-based behavioral health treatment system	<p>\$152.1 million:</p> <ul style="list-style-type: none"> \$51.3 million for community long-term inpatient beds. \$1.5 million for mental health drop-in facilities. \$19 million for substance use disorder enhancements. \$8.8 million for community treatment services. \$45 million for behavioral health grants. \$26.5 million for enhanced discharge placements. 	\$138 million: Maintain enhancements of services initially funded in 2019.	\$138 million: Maintain enhancements of services initially funded in 2019.
Comprehensive public health districts (HB 1152)	-	\$1.9 million	-
State 988 behavioral health crisis response system	-	\$14.2 million	-
Stormwater Permit Assistance	<p>\$750,000 for Ecology to provide funding to local governments to:</p> <ul style="list-style-type: none"> Address stormwater permit requirements Assist small businesses. Provide local source control monitoring associated with the Puget Sound. 	-	-

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Housing and homelessness	<ul style="list-style-type: none"> \$60 million for competitive grants for cities and counties for temporary local shelter capacity. \$40 million in the Housing Trust Fund from Operating Budget. \$15 million ongoing annual increase for HEN. \$15 million per year for three years O&M for Permanent Supportive Housing. \$10 million for preservation of affordable multifamily housing. \$5 million for housing preservation grants. \$1 million for diversion services for families and individuals at risk of losing housing or recently homeless. \$1 million for transition housing pilot for homeless youth. \$607,000 for foreclosure prevention. \$500,000 for homeless youth diversion. \$400,000 for grants for services for youth in crisis. \$400,000 for apprenticeship program for homeless youth in King County. \$200,000 study on homelessness needs of Clallam County. \$80,000 for identification assistance for the homeless. 	<ul style="list-style-type: none"> \$1.1 billion for rental and utility assistance. \$187.2 million for foreclosure prevention assistance. \$130.6 million for HEN program. \$37 million for grants to support O&M costs of permanent supportive housing. \$35 million for grants to local governments to increase shelter capacity. \$27.5 million for consolidated homeless grant program. \$23.2 million for the HOME Investment Partnership Program, including \$18 million dedicated to non-congregate shelter grants. \$20.2 million to support unhoused youth and young adults. \$6 million for grants to local government for costs in providing emergency non-congregate sheltering through September 2021. \$6 million for homeless families and youth services. \$4 million for community beds, permanent and temporary, for those with mental illness. \$3 million for eviction prevention services. (SB 5160) \$2 million for transitional housing pilot for homeless youth. \$1.2 million for grants to landlords impacted by eviction moratorium. \$160,000 for identification assistance for the homeless. 	<ul style="list-style-type: none"> *\$495 million for rental and utility assistance. *\$200.7 million for foreclosure prevention assistance. \$104.1 million for HEN program. \$57 million for grants to support O&M costs of permanent supportive housing. \$44 million in eviction prevention services. (SB 5160) \$35 million for grants to local governments to increase shelter capacity. \$23 million to expand the HOME Investment Partnership Program to house homeless or those at-risk of becoming homeless. \$13.4 million to support unhoused youth and young adults. \$7.5 million for consolidated homeless grant program. \$2 million for transitional housing pilot for homeless youth. <p><i>*Note: These figures come from the budget summaries. We have not been able to account for where those totals are funded in the budget.</i></p>
Model Toxic Control Account (MTCA) transfers to operating budget	Transfers \$35 million at the end of FY19 from MTCA to the general fund and \$38 million from State Toxics Control Account to the general fund.	-	-
Water Banking Grant Program	-	-	\$10 million to local entities to bank water rights.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Growth Management Act Planning Grants	-	<ul style="list-style-type: none"> \$12.2 million for implementing HB 1117. \$6.3 million for implementing HB 1099. \$325,000 for implementing HB 1220. See also City assistance to address new legislation 	-
Climate resiliency	\$2.3 million for Ecology rulemaking to strengthen climate considerations in SEPA.	-	-
Local Solid Waste Financial Assistance	<ul style="list-style-type: none"> \$10 million for Local Solid Waste Financial Assistance grants. \$2.1 million for statewide litter collection programs and recycling programs to address Chinese market restrictions. \$1.4 million for Ecology to create market development center and locals to implement contamination reduction plans. (HB 1543) 	<ul style="list-style-type: none"> \$20 million for Local Solid Waste Financial Assistance grants. \$302,000 for WSU to use MTCA funds to conduct an organic water study, in municipal compost use and carbon sequestration. 	<ul style="list-style-type: none"> \$14 million for Local Solid Waste Financial Assistance grants. \$330,000 for WSU to use WRRLCA funds to conduct an organic waste study, including municipal compost use and carbon sequestration.
Utility Assistance	-	<p>\$1.25 billion for emergency rental and utility assistance (also noted under Housing and homelessness) including:</p> <ul style="list-style-type: none"> \$920 million in federal assistance for low- and moderate-income tenants, awaiting further clarification of rental and utility assistance proportions. \$283.7 million in federal assistance for housing and homelessness programs, including the Low-Income Home Energy Program (LIHEAP). 	\$80 million for energy assistance, managed by the Department of Commerce.
Capital budget			
Public Works Trust Fund (PWTF)	\$95 million	<p>\$227 million:</p> <ul style="list-style-type: none"> Includes \$197 million in federal funds from Coronavirus State Fiscal Recovery Account. <p>House operating budget includes transfer of \$144 million from PWTF to the General Fund.</p>	<p>\$110 million (funds from loan repayments – no sweep of funds proposed)</p> <p>Broadband funding also noted under Broadband grants and loans.</p>
Electrification of transportation	-	\$8.5 million for competitive grants.	-
Stormwater Financial Assistance Program	\$49 million	\$75 million	\$75 million
Remedial Action Grants	\$32.6 million	\$71 million	\$71.2 million

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Drinking Water State Revolving Fund Loan Program	\$46 million	\$45 million: <ul style="list-style-type: none"> Includes \$11 million in state match funds. 	\$45 million: <ul style="list-style-type: none"> Includes \$11 million in state match funds.
Water Pollution Control Revolving Loan Program	\$204 million	\$315 million	\$315 million
Centennial Clean Water Grant Program	\$30 million	\$40 million	\$40 million
Community Economic Revitalization Board	\$18.6 million: Public Facility Construction Loan Account \$3.5 million: Broadband Infrastructure Program	\$43.5 million dedicated for CERB Administered Broadband Program. \$40 million: CERB Capital Construction funds <ul style="list-style-type: none"> Includes \$30 million in federal Coronavirus State Fiscal Recovery funds, with caveat that expenditures must be incurred by December 31, 2024. 	\$35 million: CERB Capital Construction funds <ul style="list-style-type: none"> Includes provision that the \$10 million in federal Coronavirus State Fiscal Recovery funds be used solely for grants for broadband infrastructure.
Broadband grants and loans	\$21.5 million of the Public Works Trust Fund <ul style="list-style-type: none"> Changed distribution formula to provide additional grants. 	\$75 million dedicated to Public Works Board Broadband Infrastructure program. \$50 million to newly established Capital Broadband Investment Acceleration Program, created in the Statewide Broadband Office. <ul style="list-style-type: none"> Monies must be awarded as grants as match funds to leverage federal broadband infrastructure program funding. 	\$440 million for the Statewide Broadband Office to make investments that focus on unserved, rural areas of the state. <ul style="list-style-type: none"> Includes \$390 million in federal stimulus money. \$50 million of bond revenue must be used to leverage federal funding. \$40 million dedicated to Public Works Board Broadband Infrastructure program. <ul style="list-style-type: none"> \$20 million provided solely for loans. \$20 million provided solely for grants.
Puget Sound Restoration and Salmon Recovery Grants	<ul style="list-style-type: none"> \$59.5 million for Puget Sound acquisition and restoration, including estuary/salmon restoration. \$14.1 million for Washington Coastal Restoration Initiative. \$25 million (plus \$50 million in federal funds) for Salmon Recovery Funding Board (SRF) grants. 	<ul style="list-style-type: none"> \$60.9 million for Puget Sound acquisition and restoration, including estuary/salmon restoration. \$10.3 million for Washington Coastal Restoration Initiative. \$30 million (plus \$50 million in federal funds) for Salmon Recovery Funding Board (SRF) grants. \$4.5 million for municipal WWTP Puget Sound nutrient reduction grants, with provisos on priority. \$11.4 million to address PFAS at two water treatment facilities. 	<ul style="list-style-type: none"> \$70 million for Puget Sound acquisition and restoration, including estuary/salmon restoration. \$15 million for Washington Coastal Restoration Initiative. \$40 million (plus \$50 million in federal funds) for Salmon Recovery Funding Board (SRF) grants. \$9 million for municipal WWTP Puget Sound nutrient reduction grants.
Floodplains by Design Grant Program	\$50.4 million	\$50.9 million	\$50.9 million

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Aquatic Lands Enhancement Account	\$6.6 million	\$6.8 million	\$7.9 million
Washington Wildlife & Recreation Program	\$85 million	\$110 million	\$100 million
Youth athletic facilities	\$12 million <ul style="list-style-type: none"> Proviso added that identifies specific projects to be funded. 	\$11.2 million for specific projects.	\$11.2 million for specific projects.
Fish Barrier Removal Board	\$26.5 million, of which \$24.7 million is for identified projects. <ul style="list-style-type: none"> Proviso added requiring the development of a comprehensive statewide culvert remediation plan that prioritizes barrier correction on a watershed basis. <p>Remediation plan must be consistent with the injunction order.</p> <p>Funding provided to WDFW to staff this effort with direction to WSDOT to participate.</p>	\$26.8 million to fund identified projects and related agency administration.	\$38.5 million to fund identified projects and related agency administration.
Housing Trust Fund	<ul style="list-style-type: none"> \$35 million for supportive housing. \$10 million for modular housing grants. \$10 million to grants to match private affordable housing contributions. \$10 million for affordable housing production and preservation grants/loans. \$7 million for ultra-high efficient affordable housing projects grants/loans. \$50 million for identified projects. \$5 million for grants to provide cottage villages used as shelters. \$55.6 million for competitive housing projects for developmental disabilities, veterans, farmworkers, homeownership, and low-income populations. 	\$175 million including: <ul style="list-style-type: none"> \$20 million for competitive preservation grants or loans. \$10 million for community housing and cottage communities for shelters. \$5 million for housing for those with developmental disabilities. \$16 million for identified projects. 	\$205 million, including: <ul style="list-style-type: none"> \$5 million for housing those with developmental disabilities. \$100,000 for DSHS study on community-based housing needs of adults with intellectual and developmental disabilities. \$7.1 million for identified projects.
Healthy Housing Remediation Program	\$5 million for contaminated property redevelopment grants for affordable housing.	\$10.9 million for contaminated property redevelopment grants for affordable housing.	\$10.1 million for contaminated property redevelopment grants for affordable housing.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Additional investments in housing and shelters	-	<ul style="list-style-type: none"> \$50 million for rapid housing acquisition grants to convert real property into shelters, permanent supportive housing, or transitional low-income housing. \$35 million in utility improvement or connection grants to local government and PUDs to new affordable housing projects. \$25 million for Enhanced Shelter Capacity Grants. \$900,000 for public building to homeless housing conversion pilot program in Grays Harbor county. \$10 million to preserve at-risk affordable multifamily housing. \$5 million for rural housing rehabilitation loan program. 	<ul style="list-style-type: none"> \$90 million for rapid housing acquisition \$10 million for planning grants to provide upfront environmental analysis for transit-oriented development to increase housing inventory \$5 million for Landlord Mitigation \$5 million for rural housing rehabilitation loans
Energy efficiency upgrades for public buildings	-	<p>\$65.8 million for Clean Energy V – Investing in Washington’s Clean Energy program.</p> <p>\$13 million for Energy Retrofits for Public Buildings Grant Program.</p> <ul style="list-style-type: none"> Includes requirement that at least 20% of each competitive grant round is designated for award to eligible products in small cities or towns with fewer than 5,000 residents. <p>\$20 million for Weatherization Plus Health program</p>	<p>\$45 million for Clean Energy V – Investing in Washington’s Clean Energy program.</p> <p>\$10 million for Weatherization Plus Health program.</p>

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Community-based behavioral health beds	-	<p>\$73 million for community-based behavioral health services facilities competitive grant program.</p> <ul style="list-style-type: none"> \$11.6 million for six enhanced, long-term placement facilities. \$14.5 million for enhanced, long-term placement residential care facilities for adult with dementia. \$2 million for one withdrawal management and stabilization facility. \$2 million for one crisis triage and stabilization facility. \$8 million for two 16-bed crisis triage and stabilization facilities in King county. \$3.1 million for two mental health peer respite centers. \$18 million for developing bed capacity for 90-day or 180-day civil commitments. \$2.4 million for behavioral grants to address regional needs. \$9.4 million for three intensive, long-term placement behavioral health treatment centers. \$2 million for grants to increase behavioral health services for minors. 	<p>\$47.9 million to expand and establish new capacity for behavioral health services in communities.</p> <ul style="list-style-type: none"> \$3.5 million for two enhanced, long-term placement service facilities. \$6.6 million for enhanced, long-term placement residential care facilities for adult with dementia. \$4 million for two withdrawal management and stabilization facilities. \$700,000 for one crisis triage and stabilization facility. \$8 million for two 16-bed crisis triage and stabilization facilities in King county. \$1 million for two mental health peer respite centers. \$18 million for developing bed capacity for 90-day or 180-day civil commitments. \$700,000 for behavioral grants to address regional needs. \$4.7 million intensive, long-term placement behavioral health treatment centers. \$700,000 for grants to increase behavioral health services for minors.
Transportation budget			
Fish passage	<p>\$275 million for state-owned fish passage barrier correction, retaining proviso language to coordinate with Fish Barrier Removal Board on watershed approach.</p> <p>New provisos:</p> <ul style="list-style-type: none"> Directing DOT to consider factors while complying with injunction, including presence of other barriers. DOT and Fish Barrier Removal Board must develop statewide comprehensive plan. 	<p>\$340 million from federal American Rescue Plan Act and \$386.3 million for state-owned fish passage barrier correction, retaining proviso language to coordinate with Fish Barrier Removal Board on watershed approach to include local culverts.</p> <p>New proviso:</p> <ul style="list-style-type: none"> \$400,000 to finalize city culvert inventory work and report to Legislature. 	<p>\$400 million from federal American Rescue Plan Act and \$726.3 million for state-owned fish passage barrier correction, retaining proviso language to coordinate with Fish Barrier Removal Board on watershed approach to include local culverts.</p> <p>New proviso:</p> <ul style="list-style-type: none"> During 21-23 biennium, monies in Transportation Future Funding Program Account can be spent on barrier removal.

	Enacted 2019-21 budget	House-proposed 2021-2023 budget	Senate-proposed 2021-2023 budget
Transportation Improvement Board (TIB)	\$244.5 million: <ul style="list-style-type: none"> \$4.5 million reduction in the Complete Streets Program. \$4.6 million reduction based on historical underspending and agency savings. 	\$224.3 million: <ul style="list-style-type: none"> \$14.7 million to Complete Streets Program. \$4.1 million to Small City Preservation Program. \$7.5 million designated for continued Relight WA assessment. <ul style="list-style-type: none"> \$5 million specifically for cities with assessed value over \$2 billion. 	\$224.3 million: <ul style="list-style-type: none"> \$14.7 million to Complete Streets Program. \$4.1 million to Small City Preservation Program. \$2.5 million designated for continued Relight WA assessment.
Safe Routes to Schools Grants	\$36.5 million	\$38.3 million	\$31.7 million
Bicycle and Pedestrian Safety Grants	\$38.3 million	\$36.8 million	\$27.6 million
Freight Mobility Strategic Investment Board	\$36.9 million: <ul style="list-style-type: none"> \$7.5 million reduction in capital spending authority. \$7.4 million reduction due to legislative project adjustments. <p>Other increases due to additional maintenance funding.</p>	\$31.8 million <ul style="list-style-type: none"> Includes provision that Board may not initiate new call for projects until directed by the Legislature. <p>Prohibits WSDOT from convening a freight advisory committee, instead directing the Department to submit a prioritized freight project list that addresses Connecting Washington projects.</p>	\$39.3 million
Gas tax distributions to local governments (statutory)	\$508 million (distributions are statutorily defined)	\$467.4 million (distributions are statutorily defined) <ul style="list-style-type: none"> Decrease likely due to sharp decline in demand as result of pandemic. 	\$467.4 million (distributions are statutorily defined) <ul style="list-style-type: none"> Decrease likely due to sharp decline in demand as result of pandemic.

2021 Legislative Session
Budget Proposals

March 26, 2021

Kirkland Capital Projects	LEAP House Document	House Capital Budget	LEAP Senate Document	Senate Capital Budget	other
PKCC New Roof and Retrofitted Emergency Generator			Senate 2021-23 Biennium Capital Budget Proposals - PSSB 5038	\$774,000 (page 45)	
Parks M & O Center Emergency Generator					
Non-motorized Improvements on NE 131st Way	House 2021 Supplemental Capital Budget Proposals - PSHB 1080	\$515,000 (page 58)	Senate 2021-23 Biennium Capital Budget Proposals - PSSB 5038	\$515,000 (page 44)	
Fire training prop at site of new Fire Station 24					

Other funding proposed for organizations in Kirkland	LEAP House Document	House Capital Budget	LEAP Senate Document	Senate Capital Budget	
Kirkland Arts Center	House 2021 Supplemental Capital Budget Proposals - PSHB 1080	\$220,000 (page 26)	Senate 2021-23 Biennium Capital Budget Proposals - PSSB 5038	\$220,000 (page 25)	
New Ground Kirkland			Senate 2021-23 Biennium Capital Budget Proposals - PSSB 5038	\$258,000 (page 44)	

Kirkland Transportation Projects	LEAP House Document	House Transportation Budget	LEAP Senate Document	Senate Transportation Budget	other
Rapid Flashing Beacons at 7th S. & State St.	N/A	No	N/A	No	ould only be considered if there is a transportation package
Sidewalks at NE 117th and 75th NE	N/A	No	N/A	No	See above

132nd & I-405 and I-405 capacity improvements north	LEAP Transportation Document 2021-2: All Projects (dated 3/22/2021)	(page 14)	LEAP Transportation Document 2021-2 - All Projects	Page 13	
132nd & I-405 and I-405 capacity improvements north	LEAP Transportation Document 2021-1: Transportation Partnership, Transportation 2003 (Nickel Package), Connecting Washington Projects (dated 3/22/2021)	On track (page 15)	LEAP Transportation Document 2021-1 - Highway Improvements	Page 13	
TDM program for Kirkland downtown and Totem Lake area	LEAP Transportation Document 2021-2: All Projects (dated 3/22/2021)	\$120,000 (page 33)	LEAP Transportation Document 2021-2 - All Projects	Page 32	Successful Public Works grant application to WSDOT

2021-23 Capital Budget
Aquatic Lands Enhancement Account
LEAP Capital Document No. RCO-3-HB-2021
Developed March 1, 2021
(Dollars in Thousands)

Rank	Project Number	Project Name	Grant Applicant	Leg. District	Grant Request	Applicant Match	Total Project Amount	Amount Funded
1	20-1322C	Willow Creek at Marina Beach Park	Edmonds City of	21	\$500	\$4,116	\$4,616	\$500
2	20-1760D	American Lake Park Waterfront Access Upgrades	Lakewood City of	28	\$500	\$885	\$1,385	\$500
3	20-1725R	Little Squalicum Estuary	Bellingham City of	42	\$500	\$2,099	\$2,599	\$500
4	20-1709D	Fairhaven Small Watercraft Launch and Dock	Bellingham Port of	40	\$500	\$1,391	\$1,891	\$500
5	20-1653D	Kayak Point Waterfront Improvements, Phase 1	Snohomish County Parks Dept	10	\$500	\$2,506	\$3,006	\$500
6	20-1302D	Terry Pettus Park	Seattle Parks & Rec	43	\$500	\$1,240	\$1,740	\$500
7	20-1557D	Nisqually State Park-- Water Access	State Parks	2	\$500	\$2,198	\$2,698	\$500
8	20-1711D	Port of Illahee Waterfront Access Improvements	Illahaee Port of	23	\$500	\$312	\$812	\$500
9	20-1841C	California Creek Estuary Park Phase 2	Blaine-Birch Bay Park & Rec	42	\$425	\$147	\$572	\$425
10	20-1474D	Liberty Lake Regional Park Phase 1 - Water Access	Spokane Co Parks, Rec & Golf	4	\$500	\$1,400	\$1,900	\$500
11	20-1672D	Ballinger Park Viewing Platform and Nature Trails	Mountlake Terrace City of	32	\$500	\$418	\$918	\$500
12	20-1483C	Manson Bay Old Swim Hole Acquisition & Development	Manson Park & Rec District	12	\$630	\$210	\$840	\$630
13	20-1751R	Marine Park Beach Naturalization	Blaine City of	42	\$500	\$300	\$800	\$500
14	20-1758D	David Brink Park Shoreline Renovation	Kirkland City of	48	\$500	\$812	\$1,312	Alternate
14	20-1819D	Expand Silverdale Float Facilities & Enhance Beach	Silverdale Port of	23	\$500	\$571	\$1,071	Alternate
16	20-1530D	Marymoor Park Dock Replacement	King County Parks & Rec	48	\$500	\$642	\$1,142	Alternate
17	20-1736D	Guest Restroom Facility Replacement	Kingston Port of	23	\$172	\$57	\$230	Alternate
18	20-1670D	Cap Sante Marina RV Park	Anacortes Port of	40	\$500	\$651	\$1,151	Alternate
					\$8,728	\$19,954	\$28,682	\$6,555

Aquatic Lands Enhancement Account, 2021-23
ALEA
Grants Awarded at Different Legislative Funding Levels

Rank	Project Number	Project Name	Grant Applicant	Leg. District	Grant Request	Applicant Match	Total Project Amount	Agency Request \$9.1 Million	Governor's Budget \$9.1 Million
1	20-1322C	Willow Creek at Marina Beach Park	Edmonds City of	21	\$500,000	\$4,115,549	\$4,615,549	\$500,000	\$500,000
2	20-1760D	American Lake Park Waterfront Access Upgrades	Lakewood City of	28	\$500,000	\$884,920	\$1,384,920	\$500,000	\$500,000
3	20-1725R	Little Squalicum Estuary	Bellingham City of	42	\$500,000	\$2,098,640	\$2,598,640	\$500,000	\$500,000
4	20-1709D	Fairhaven Small Watercraft Launch and Dock	Bellingham Port of	40	\$500,000	\$1,391,200	\$1,891,200	\$500,000	\$500,000
5	20-1653D	Kayak Point Waterfront Improvements, Phase 1	Snohomish County Parks Dept	10	\$500,000	\$2,505,971	\$3,005,971	\$500,000	\$500,000
6	20-1302D	Terry Pettus Park Renovation	Seattle Parks & Rec Dept	43	\$500,000	\$1,240,000	\$1,740,000	\$500,000	\$500,000
7	20-1557D	Nisqually State Park--Water Access	State Parks	2	\$500,000	\$2,197,772	\$2,697,772	\$500,000	\$500,000
8	20-1711D	Port of Illahee Waterfront Access Improvements	Illahaee Port of	23	\$500,000	\$312,000	\$812,000	\$500,000	\$500,000
9	20-1841C	California Creek Estuary Park Phase 2	Blaine-Birch Bay Park & Rec	42	\$425,300	\$147,000	\$572,300	\$425,300	\$425,300
10	20-1474D	Liberty Lake Regional Park Phase 1 - Water Access	Spokane Co Parks, Rec & Golf	4	\$500,000	\$1,400,000	\$1,900,000	\$500,000	\$500,000
11	20-1672D	Ballinger Park Viewing Platform and Nature Trails	Mountlake Terrace City of	32	\$500,000	\$418,000	\$918,000	\$500,000	\$500,000
12	20-1483C	Manson Bay Old Swim Hole Acquisition & Development	Manson Park & Rec District	12	\$630,000	\$210,000	\$840,000	\$630,000	\$630,000
13	20-1751R	Marine Park Beach Naturalization	Blaine City of	42	\$500,000	\$300,000	\$800,000	\$500,000	\$500,000
14	20-1758D	David Brink Park Shoreline Renovation	Kirkland City of	48	\$500,000	\$811,600	\$1,311,600	\$500,000	\$500,000
14	20-1819D	Expand Silverdale Float Facilities & Enhance Beach	Silverdale Port of	23	\$500,000	\$571,181	\$1,071,181	\$500,000	\$500,000



Rank	Project Number	Project Name	Grant Applicant	Leg. District	Grant Request	Applicant Match	Total Amount	Agency Request \$9.1 Million	Governor's Budget \$9.1 Million
16	20-1530D	Marymoor Park Dock Replacement	King County Parks & Rec	48	\$500,000	\$642,128	\$1,142,128	\$500,000	\$500,000
17	20-1736D	Guest Restroom Facility Replacement	Kingston Port of	23	\$172,200	\$57,400	\$229,600	\$172,200	\$172,200
18	20-1670D	Cap Sante Marina RV Park	Anacortes Port of	40	\$500,000	\$650,985	\$1,150,985	\$500,000	\$500,000
					\$8,727,500	\$19,954,346	\$28,681,846	\$8,727,500	\$8,727,500

Reviewer Analysis & Position Recommendation Report (03/18/21-03/25/21)
City of Kirkland

3/26/2021

Bill #	Short Description	Sponsor	Date Completed	City Priority	PCA	Summary	Rec. Position
E2SHB 1099	Improving the state's climate response through updates to the state's comprehensive planning framework.	Duerr	03/24/2021			<p>Planning recommends "support" - The City's climate action response is needed because impact from climate change is happening now and planning for "mitigation and resilience efforts should be encouraged.</p> <p>While the bill, as written, is probably supportable (the high-level goals are good) it asks a lot of local governments and it is highly impactful to Kirkland, as there are multiple new Comp Plan themes and analyses that would need to be incorporated into our plan.</p> <p>There is a reference to a natural hazards mitigation plan (with a reference to RCW 36,70A.020(14)) that could use some clarification.</p> <p>If the bill were to pass, the City should be prepared for some significant additional costs/time investments in preparing our Comp Plan Update in 2024 and future years. While the goals of this bill very much align with our existing sustainability/climate change goals, the specific analyses required (regarding hazard resiliency, comparing emissions to populations exposed to high pollutant levels, quantifying TDM measures, etc.) could be costly. Preliminarily guesstimated at between \$50K and \$75K.</p> <p>This new version has funds allocated to help cities fund the additional work required as compared to the first version</p>	Support
ESHB 1236	Protecting residential tenants from the beginning to end of their tenancies by penalizing the inclusion of unlawful lease provisions and limiting the reasons for eviction, refusal to continue, and termination.	Macri	03/25/2021	Yes	Yes	<p>CAO recommends "support" - This is the version of this "just cause eviction" bill that has already passed the House and is now being considered by the Senate. We should continue to support this legislation.</p>	Support

ESHB 1241	Planning under the growth management act.	Duerr	03/24/2021		Planning recommends "oppose" - This bill would requires cities and counties to prepare and submit to the Department of Commerce a 5-year progress report on comprehensive plan implementation that covers a number of topics, including: adaptations to new statutory requirements, protection of critical areas, and permit processing timelines. The second requirement would create a brand new unfunded mandate that in some ways is redundant with existing State requirements (e.g., a requirement to report on permit processing timelines), or would require significant staff inputs to complete (e.g., achieving . . . reductions to meet greenhouse gas and vehicle miles traveled requirements"). Increasing the review/revision cycle of Comp Plans from 8 to 10 years would be beneficial.	Oppose
ESHB 1267	Concerning investigation of potential criminal conduct arising from police use of force, including custodial injuries, and other officer-involved incidents.	Entenman	03/25/2021		CAO recommends "monitor" - Please see prior comments on this bill. This is the engrossed substitute bill that pass the House 57-39. It is not being considered by the Senate.	Monitor
2SHB 1277 (SB 5279)	Providing for an additional revenue source for eviction prevention and housing stability services.	Ormsby	03/24/2021		Finance recommends "neutral" - This bill almost doubles the cost of recording a document. Nicely exempts all governments who are recording a lien, however, costly for any other organization (vendors, HOA's, etc) filing a lien. Use of funds generated is a good cause - eviction prevention and housing stability services. Not sure what the nexus is to recording fees.	Neutral
E2SHB 1310	Concerning permissible uses of force by law enforcement and correctional officers.	Johnson	03/25/2021		CAO recommends "monitor" - From a police officer perspective, this is a better bill than the original bill. For example, it acknowledges the need in some instances to use deadly force and no longer specifically states it must be a "last resort." The main issue with this legislation, which seems in line with what most would agree is sound public policy, is simply that the standard for determining things like "imminent threat" and "necessary" would be based on an objective "totality of the circumstances" determination, rather than the good faith subjective judgment of the affected police officer. I think this would be a significant shift in the legal standards currently governing such uses of force. This bill has already passed the House, however, and is not being considered by the Senate.	Monitor

E2SHB 1335	Concerning review and property owner notification of recorded documents with unlawful racial restrictions.	Valdez	03/24/2021			Planning recommends "neutral" - Getting rid of racially-restrictive covenants through property owner notification is a commendable goal, and hopefully one day these provisions will no longer exist. One minor concern is: Is this really a good use of State funds, considering the U.S. Supreme Court long ago ruled that racially-restrictive covenants are unenforceable and null/void? Seems like the funding could be more effectively used elsewhere to promote anti-racism and equity (although maybe the money will help some UW or Eastern WA University students pay for college).Â	Neutral
ESHB 1512	Concerning lodging-related assessments under chapter 35.87A RCW.	Ryu	03/19/2021			Finance recommends "monitor" - the addition of this statement: A lodging business may, but is not required to, collect any 17 special assessment amount from its guests in the form of a separately 18 stated charge per night on the sale of lodging taxable by the state 19 under chapter 82.08 RCW. will likely result in establishments not collecting the assessment, seems to nullify the bill. As stated in previous comments, need to determine if this bill could have an impact on smaller businesses and also not support the goals of diversity, equity, inclusion and belonging.Â	Monitor
E2SSB 5160	Addressing landlord-tenant relations by providing certain tenant protections during the public health emergency, providing for legal representation in eviction cases, establishing an eviction resolution pilot program for nonpayment of rent cases, and authorizing landlord access to certain rental assistance programs.	Kuderer	03/25/2021		Yes	CAO recommends "support" - This is the version of the bill that was passed in the Senate and is now being considered in the House.Â I may have initially recommended "monitor" but I think Kirkland has moved in the direction of "support" and (as I noted last time we discussed this bill with the legislative committee) some of the more onerous provisions affecting landlords have been removed from this bill, making it easier for landlords to support or to not oppose.	Support
ESSB 5226	Concerning the suspension of licenses for traffic infractions.	Salomon	03/19/2021			Finance recommends "oppose" - Bill could have fiscal impacts to Kirkland and Kirkland Municipal Court.Â Agree with Police department comments.Â	Oppose
ESSB 5263	Concerning defenses in personal injury and wrongful death actions where the person injured or killed was committing a felony.	Froct	03/25/2021			CAO recommends "neutral" - no impact to Kirkland and provided no further analysis.	Neutral

SB 5476	Addressing the State v. Blake decision.	Dhingra	03/25/2021		<p>CAO and contract prosecutors agree that adding "knowingly" to the statute is important given the Blake decision.</p> <p>CAO recommends "monitor" - I have forwarded initial comments from our contract prosecutors, who raise concerns about the arguably very high "personal use" levels of various controlled substances. That is a policy issue I cannot really address as city attorney. This bill adds a "knowingly in possession" requirement to the possession requirement to the state's simple possession statutes, which is necessary in order for this currently voided statute to be enforced on any basis following the recent 5-4 decision of the Washington Supreme Court in STATE V. BLAKE. That change necessary and important. The statutory changes in this bill would also exempt personal use amount of various controlled substances, including many dangerous and addictive ones, from enforcement under the statute altogether. In other words, it would not be a crime to be even in knowing possession of various controlled substances that were at or below the "personal use" levels. (By the way, there are no allowable "personal use" levels for individuals under the age of 21.) The bill would, however, make it a class 2 civil infraction (maximum penalty of \$125) to consume controlled substances in view of the general public or in a public place. I would recommend that we monitor this legislation. The legislature is going to have to add "knowingly" to the statutes and they will do this with our without City support. The rest of the changes might be something we would prefer to monitor -- otherwise, I see the discussions around personal use and the allowable levels of personal use as involving very significant policy discussions. Maybe refer this to the Municipal Court and Parks and Community Services as well?</p>	Monitor
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Reviewer Analysis & Position Recommendation Report (03/11/21-03/18/21)
City of Kirkland

Bill #	Short Description	Sponsor	Date Completed	City Priority	PCA	Summary	Rec. Position
E3SHB 1091 (SB 5231)	Reducing greenhouse gas emissions by reducing the carbon intensity of transportation fuel.	Fitzgibbon	03/12/2021			Planning recommends "Support" - This bill should be supported because it reduces community greenhouse gases and promotes equity in transportation as those that cannot afford hybrid or electric vehicles will be able to purchase fuel that produces less carbon emissions than existing fuel sources. This bill's action is also directly referenced in the K4C joint letter of commitments that the City supports.	Support
SHB 1103 (SB 5366)	Improving environmental and social outcomes with the production of building materials.	Duerr	03/12/2021			Planning recommends "support" - This bill may or may not impact City of Kirkland projects depending on the type of building material used. However, in the overall strategy of procurement of building material it is not consistent to purchase or contract to purchase or use materials that contradict our State, County and City Climate goals. This bill supports making this change.	Support
SHB 1204 (SB 5256)	Concerning the electrification of transportation.	Macri	03/12/2021			Planning recommends "support" - As mentioned by Public Works this bill gets us closer to electrification of the transportation sector. And our City supports efforts like this through our K4C commitments and specifically in the goals and actions of the City's Sustainability Master Plan.	Support
ESHB 1232	Planning for affordable housing under the growth management act.	Barkis	03/12/2021			<p>Planning recommends "monitor" - The comments are from Adam, submitted by Dawn: I don't see anything horrible in the bill, but would object to the requirement that CPPs must address housing types that cities fail to allow.</p> <p>In King County, CPPs are established and then cities are expected to comply, and it's hard to imagine why the meager list of housing types listed in the bill (duplexes, triplexes, townhomes, etc.) should not be simply mandated in just about every local jurisdiction. If communities decide not to allow these housing types, they should be accountable for figuring out how the housing demand will be met (and not the County, which has less control over precisely what local land use regulations allow and don't allow). What is a County supposed to do if every city within it refuses to build anything but standard single-family?</p>	Monitor

E2SHB 1310	Concerning permissible uses of force by law enforcement and correctional officers.	Johnson	03/11/2021		PD recommends "monitor" -Creates additional civil liability for Police Officers but also for the City. The use of force standard in this legislation is different than the current standards and does not include the "reasonable officer" standard. Standards should continue to be developed by the Criminal Justice Training commission or through model policies at WASPC, not the AG's office.	Monitor
E2SHB 1320 (SB 5297)	Modernizing, harmonizing, and improving the efficacy and accessibility of laws concerning civil protection orders.	Goodman	03/16/2021		PD recommends "monitor" - Great idea but also fairly complicated to implement. The Court would be a good recourse to weigh in on the implementation of this legislation.	Monitor
E2SHB 1382	Streamlining the environmental permitting process for salmon recovery projects.	Tharinger	03/11/2021		PW recommends "Neutral" - This bill would be good but Kirkland doesn't have this kind of project within our borders, so I continue to recommend a neutral stance.	Neutral
ESB 5135	Concerning unlawfully summoning a police officer.	Das	03/11/2021		PD recommends "monitor" - This is a great idea. Concerns on how to prove this one. Prosecutor may have good ideas?	Monitor
ESSB 5226	Concerning the suspension of licenses for traffic infractions.	Salomon	03/11/2021		PD recommends "monitor" - This could have an impact on the court based on the reduction in fees that can be collected when a violator can not pay their fines. A question for the KMC. Increases the number of violations a driver can amass prior to losing their license. Poor driving habits (especially inattention and speeding) are the leading cause of collisions.	Monitor
ESSB 5263	Concerning defenses in personal injury and wrongful death actions where the person injured or killed was committing a felony.	Froct	03/11/2021		PD recommends "monitor" - Increases liability to both Police Officers and the City of Kirkland by narrowing the current felony statute law.	Monitor

E2SSB 5287	Concerning affordable housing incentives.	Das	03/12/2021		<p>The City of Kirkland currently allows Multifamily Tax Exemption (MFTE) for the residential improvements in multifamily and mixed use developments of at least four new residential units. An eight year exemption is allowed if 10 percent of the units are affordable to those earning up to 50 percent of King County (KC) median income. A twelve year exemption is allowed if 20 percent of the units are affordable - 10 percent to those earning up to 50 percent of KC median income and an additional 10 percent to those earning up to 80 percent of KC median income. In both the eight and twelve year exemption programs, the affordable units are required to remain affordable for as long as the units exist. This is different than some other jurisdictions have used the MFTE program, where they do not require affordability beyond the term of the tax exemption.</p> <p>The proposed amendments in this bill would:</p> <p>Allow more smaller cities to offer the MFTE program (shouldn't be a concern for Kirkland); Remove the definition of high cost areas, which allows flexibility in the targeted affordability in places that have higher housing costs (shouldn't be a concern for Kirkland since we require deeper affordability than would be allowed under the basic standards); Allows properties currently in the eight or twelve year exemption period to request an additional twelve years of exemption if they meet locally adopted affordability</p>	Monitor
ESSB 5353	Creating a partnership model that facilitates community engagement with law enforcement.	Conway	03/16/2021		PD recommends "monitor" - Community engagement grant program for non-law enforcement agencies	Monitor

**Bill Status Report
City of Kirkland**

3/28/21 updated

Bill #	Abbrev. Title	Leg. Status	Sponsor	Position	City Priority	PCA
HB 1000	Law enf. mental health	H Approps	Maycumber	Support		
HB 1001	Law enf. professional dev.	S Rules 2	Maycumber	Support		
HB 1012	B&O tax credit/COVID-19	H Finance	MacEwen	Support		
HB 1038	Firearm possession/crimes	H Civil R & Judi	Walen	Support		
ESHB 1054	Peace officer tactics, equip	S Rules 2	Johnson	Support w/Amndts		Yes
HB 1058	Cultural access programs/tax	H Finance	Bateman	Support		
E2SHB 1069	Local gov fiscal flexibility	S Rules 2	Pollet	Support		
SHB 1088 (SB 5067)	Impeachment disclosures	S Passed 3rd	Lovick	Monitor		
E2SHB 1089 (SB 5069)	Law enforcement audits	S Ways & Means	Ramos	Monitor		
E3SHB 1091 (SB 5231)	Transportation fuel/carbon	S Ways & Means	Fitzgibbon	Support		
E2SHB 1099	Comprehensive planning	S Housing & Loca	Duerr	Support		
ESHB 1108	Foreclosure assistance	S Rules 2	Orwall	Support		Yes
HB 1118 (SB 5022)	Recycling, waste, & litter	H Env & Energy	Berry	Support		
HB 1125	Energy investments	H Env & Energy	Shewmake	Support		
SHB 1128	Housing benefit districts	H Finance	Ryu	Monitor		
HB 1133	Lost or stolen firearms	H Civil R & Judi	Berry	Monitor		
HB 1135 (SB 5165)	Transp. budget 2021-2023	H Transportation	Fey	Support	Yes	
HB 1136 (SB 5166)	Supp. transportation budget	H Transportation	Fey	Monitor	Yes	
SHB 1151	Public assistance	S Passed 3rd	Leavitt	Support		
E2SHB 1152 (SB 5173)	Comp health districts	S Health & Long	Riccelli	Support		
HB 1164 (SB 5078)	Firearm safety	H Civil R & Judi	Valdez	Monitor		Yes
HB 1175	Host homes/property tax	H Finance	Johnson	Monitor		
HB 1183	Home sharing support grants	H Rules C	Caldier	Support		
HB 1188	B&O tax payment deferral	H Finance	MacEwen	Support		
ESHB 1189 (SB 5211)	Tax increment financing	S Rules 2	Duerr	Support		
2SHB 1202	Police misconduct/civil rem.	H Rules C	Thai	Monitor		
SHB 1203	Community oversight boards	H Rules R	Johnson	Monitor		
SHB 1204 (SB 5256)	Transp. electrification	H Rules R	Macri	Monitor		
HB 1212	Repair of electronics	H ConsPro&Bus	Gregerson	Support		
E2SHB 1220	Emergency shelters & housing	S Housing & Loca	Peterson	Support		
ESHB 1236	Residential tenants	S Rules 2	Macri	Support	Yes	Yes
ESHB 1241	Growth management act plans	S Housing & Loca	Duerr	Monitor		
SHB 1259	Women & minority contracting	S Business, Fina	Santos	Monitor		
ESHB 1267	Police use of force	S Ways & Means	Entenman	Monitor		
SHB 1283	Criminal mischief/weapons	H Rules R	Senn	Support		
E2SHB 1310	Uses of force by officers	S Ways & Means	Johnson	Monitor		
E2SHB 1320 (SB 5297)	Civil protection orders	S Law & Justice	Goodman	Monitor		
ESHB 1336	Public telecomm. service	S Environment, En	Hansen	Support		
HB 1362	Property tax revenue growth	H Finance	Duerr	Support		
ESHB 1368 (SB 5344)	Federal funding/COVID-19	C 3 L 21	Ormsby	Support		
SHB 1391 (SB 5356)	Public works/bidding	S Housing & Local	Goehner	Support		
SHB 1438	Property tax/health expenses	S Rules 2	Orcutt	Support		
ESHB 1457	Broadband/limited highways	S Transportation	Wylie	Support		
HB 1479	Fire apparatus/sales tax	H Finance	Sullivan	Support		
HB 1481	School employees/firearms	H Civil R & Judi	Chase	Monitor		
HB 1503	Alt. fuel vehicle tax ex.	H Transportation	Wylie	Support		
HB 1507	Indep. prosecutions/police	H Public Safety	Entenman	Monitor		

ESHB 1512	Lodging-related assessments	S Ways & Means	Ryu	Monitor		
SHB 1514 (SB 5457)	Transportation demand	S Transportation	Taylor	Support		
SB 5032	Alt public works contracting	H Cap Budget	Hasegawa	Support		
ESSB 5038	Open carry of weapons	H Rules R	Kuderer	Monitor	Yes	Yes
SB 5043	School employee housing	H Education	Salomon	Support		
E2SSB 5051 (HB 1082)	Peace & corrections officers	H Approps	Pedersen	Monitor		
SB 5054	Impaired driving	H Approps	Padden	Monitor		
SSB 5055	Law enforcement grievances	H Passed 3rd	Nguyen	Monitor		
SSB 5066	Officer duty to intervene	H Approps	Dhingra	Support	Yes	Yes
SB 5067 (HB 1088)	Impeachment disclosures	S Law & Justice	Dhingra	Monitor		
SB 5069 (HB 1089)	Law enforcement audits	S Law & Justice	Dhingra	Monitor		Yes
SSB 5078 (HB 1164)	Firearm safety	S Rules X	Lias	Support		Yes
SSB 5089	Peace officer hiring & cert.	S Rules X	Kuderer	Monitor		Yes
SB 5094	Vascular neck restraints	S Law & Justice	Padden	Monitor		
SB 5134	Law enforcement	S Labor, Comm &	Salomon	Monitor		
ESB 5135	Unlawfully summoning police	H Civil R & Judi	Das	Monitor		
SSB 5157	Behavioral disorders/justice	H HC/Wellness	Wagoner	Monitor		
E2SSB 5160	Landlord-tenant relations	H Hous, Human Svc	Kuderer	Support		Yes
SB 5165 (HB 1135)	Transp. budget 2021-2023	S Transportation	Hobbs	Support	Yes	
SB 5166 (HB 1136)	Supp. transportation budget	S Transportation	Hobbs	Monitor	Yes	
SSB 5169	Provider PPE reimbursement	H Rules R	Frockt	Support		
E2SSB 5188	Public financial cooperative	H ConsPro&Bus	Kuderer	Monitor		
SB 5212	Sports wagering	S Labor, Comm &	King	Monitor		
ESSB 5226	License suspensions/traffic	H Transportation	Salomon	Monitor		
SB 5232	Toll revenue bonding	S 2nd Reading	King	Oppose		
SB 5256 (HB 1204)	Transp. electrification	S Environment, E	Lias	Support		
E2SSB 5259 (HB 1092)	Law enforcement data	H Approps	Nobles	Support	Yes	Yes
SSB 5260	Eviction res. pilot/reports	S Rules X	Kuderer	Monitor		
SB 5261	Police data collection	S Law & Justice	Padden	Monitor		
ESSB 5263	Personal injury defenses	H Civil R & Judi	Frockt	Monitor		
E2SSB 5287	Afford. housing incentives	H Finance	Das	Monitor		
SB 5297 (HB 1320)	Civil protection orders	S Law & Justice	Dhingra	Monitor		
SB 5341	Local sales tax uses	H Finance	Wilson	Support		
SB 5344 (HB 1368)	Federal funding/COVID-19	S Ways & Means	Rolfes	Support		
ESSB 5353	Law enf community engagement	H Public Safety	Conway	Monitor		
ESB 5356 (HB 1391)	Public works/bidding	H Rules R	Short	Support		
SB 5398	Small businesses/excise tax	S Ways & Means	Wellman	Monitor		
SSB 5436	Law enf. ombuds/bargaining	S Rules X	Billig	Monitor		
SB 5476	State v. Blake decision	S Ways & Means	Dhingra	Monitor		

* Staff recommendations may change as issues in Olympia evolve.

NOTES: A "Yes" in the City Priority column means the bill is the City's unique priority bill.

PCA stands for Priority Coalition Advocacy. Bills with a "Support" position recommendation along with a "Yes-PCA" City Priority designation means the bill is both a priority of the City's identified Priority Coalition and is recommended for elevation to priority status for the City. Bills with only "PCA" in the City Priority column means the bill is among the priorities of the City's identified Priority Coalition organizations.

Other NOTES: Bills with an "Oppose" position recommendation - The Legislative Workgroup's approach with bills identified with "Oppose" is to check-in with AWC, and monitor while continuing to analyze and evaluate from there. In other words, the City is not taking action (not signing-in or testifying) on these bills at this time.

Bill Status Report - 3/18/21
City of Kirkland

Bill #	Abbrev. Title	Leg. Status	Sponsor	Position	City Priority	PCA
HB 1000	Law enf. mental health	H Approps	Maycumber	Support		
HB 1001	Law enf. professional dev.	S Ways & Means	Maycumber	Support		
HB 1012	B&O tax credit/COVID-19	H Finance	MacEwen	Support		
HB 1038	Firearm possession/crimes	H Civil R & Judi	Walen	Support		
ESHB 1054	Peace officer tactics, equip	S LAWDPA	Johnson	Support w/Amendments		Yes
HB 1058	Cultural access programs/tax	H Finance	Bateman	Support		
E2SHB 1069	Local gov fiscal flexibility	S HLGDP	Pollet	Support		
SHB 1088 (SB 5067)	Impeachment disclosures	S Passed 3rd	Lovick	Monitor		
E2SHB 1089 (SB 5069)	Law enforcement audits	S Ways & Means	Ramos	Monitor		
E3SHB 1091 (SB 5231)	Transportation fuel/carbon	S Ways & Means	Fitzgibbon	Support		
E2SHB 1099	Comprehensive planning	S Housing & Loca	Duerr	Support		
ESHB 1108	Foreclosure assistance	S Rules 2	Orwall	Support		Yes
HB 1118 (SB 5022)	Recycling, waste, & litter	H Env & Energy	Berry	Support		
HB 1125	Energy investments	H Env & Energy	Shewmake	Support		
SHB 1128	Housing benefit districts	H Finance	Ryu	Monitor		
HB 1133	Lost or stolen firearms	H Civil R & Judi	Berry	Monitor		
HB 1135 (SB 5165)	Transp. budget 2021-2023	H Transportation	Fey	Support	Yes	
HB 1136 (SB 5166)	Supp. transportation budget	H Transportation	Fey	Monitor	Yes	
SHB 1151	Public assistance	S Ways & Means	Leavitt	Support		
E2SHB 1152 (SB 5173)	Comp health districts	S Health & Long T	Riccelli	Support		
HB 1164 (SB 5078)	Firearm safety	H Civil R & Judi	Valdez	Monitor		Yes
HB 1175	Host homes/property tax	H Finance	Johnson	Monitor		
HB 1183	Home sharing support grants	H Rules C	Caldier	Support		
HB 1188	B&O tax payment deferral	H Finance	MacEwen	Support		
ESHB 1189 (SB 5211)	Tax increment financing	S BFSTDPA	Duerr	Support		
2SHB 1202	Police misconduct/civil rem.	H Rules C	Thai	Monitor		
SHB 1203	Community oversight boards	H Rules R	Johnson	Monitor		
SHB 1204 (SB 5256)	Transp. electrification	H Rules R	Macri	Monitor		
HB 1212	Repair of electronics	H ConsPro&Bus	Gregerson	Support		
E2SHB 1220	Emergency shelters & housing	S Housing & Loca	Peterson	Support		
ESHB 1236	Residential tenants	S HLGDPA	Macri	Support	Yes	Yes
SHB 1259	Women & minority contracting	S Business, Fina	Santos	Monitor		
ESHB 1267	Police use of force	S RecComm	Entenman	Monitor		
SHB 1277 (SB 5279)	Housing/revenue source	H Approps	Ormsby	Support	Yes	Yes
SHB 1283	Criminal mischief/weapons	H Rules R	Senn	Support		
E2SHB 1310	Uses of force by officers	S RecComm	Johnson	Monitor		
E2SHB 1320 (SB 5297)	Civil protection orders	S Law & Justice	Goodman	Monitor		
ESHB 1336	Public telecomm. service	S Environment, En	Hansen	Support		
HB 1362	Property tax revenue growth	H Finance	Duerr	Support		
ESHB 1368 (SB 5344)	Federal funding/COVID-19	C 3 L 21	Ormsby	Support		
SHB 1391 (SB 5356)	Public works/bidding	S Housing & Local	Goehner	Support		
SHB 1438	Property tax/health expenses	S Ways & Means	Orcutt	Support		
ESHB 1457	Broadband/limited highways	S Transportation	Wylie	Support		
HB 1479	Fire apparatus/sales tax	H Finance	Sullivan	Support		

HB 1481	School employees/firearms	H Civil R & Judi	Chase	Monitor		
HB 1503	Alt. fuel vehicle tax ex.	H Transportation	Wylie	Support		
HB 1507	Indep. prosecutions/police	H Public Safety	Entenman	Monitor		
SHB 1514 (SB 5457)	Transportation demand	S Transportation	Taylor	Support		
SB 5032	Alt public works contracting	H Cap Budget	Hasegawa	Support		
ESSB 5038	Open carry of weapons	H Civil R & Judi	Kuderer	Monitor	Yes	Yes
SB 5043	School employee housing	H Education	Salomon	Support		
E2SSB 5051 (HB 1082)	Peace & corrections officers	H Public Safety	Pedersen	Monitor		
SB 5054	Impaired driving	H Public Safety	Padden	Monitor		
SSB 5055	Law enforcement grievances	H LAWSDP	Nguyen	Monitor		
SSB 5066	Officer duty to intervene	H Public Safety	Dhingra	Support	Yes	Yes
SB 5067 (HB 1088)	Impeachment disclosures	S Law & Justice	Dhingra	Monitor		
SB 5069 (HB 1089)	Law enforcement audits	S Law & Justice	Dhingra	Monitor		Yes
SSB 5078 (HB 1164)	Firearm safety	S Rules X	Liias	Support		Yes
SSB 5089	Peace officer hiring & cert.	S Rules X	Kuderer	Monitor		Yes
SB 5094	Vascular neck restraints	S Law & Justice	Padden	Monitor		
SB 5134	Law enforcement	S Labor, Comm &	Salomon	Monitor		
ESB 5135	Unlawfully summoning police	H Civil R & Judi	Das	Monitor		
SSB 5157	Behavioral disorders/justice	H HC/Wellness	Wagoner	Monitor		
E2SSB 5160	Landlord-tenant relations	H Hous, Human Svc	Kuderer	Support		Yes
SB 5165 (HB 1135)	Transp. budget 2021-2023	S Transportation	Hobbs	Support	Yes	
SB 5166 (HB 1136)	Supp. transportation budget	S Transportation	Hobbs	Monitor	Yes	
SSB 5169	Provider PPE reimbursement	H Rules R	Frockt	Support		
E2SSB 5188	Public financial cooperative	H ConsPro&Bus	Kuderer	Monitor		
SB 5212	Sports wagering	S Labor, Comm &	King	Monitor		
ESSB 5226	License suspensions/traffic	H Transportation	Salomon	Monitor		
SB 5232	Toll revenue bonding	S 2nd Reading	King	Oppose		
SB 5256 (HB 1204)	Transp. electrification	S Environment, E	Liias	Support		
E2SSB 5259 (HB 1092)	Law enforcement data	H Public Safety	Nobles	Support	Yes	Yes
SSB 5260	Eviction res. pilot/reports	S Rules X	Kuderer	Monitor		
SB 5261	Police data collection	S Law & Justice	Padden	Monitor		
ESSB 5263	Personal injury defenses	H Civil R & Judi	Frockt	Monitor		
E2SSB 5287	Afford. housing incentives	H Finance	Das	Monitor		
SB 5297 (HB 1320)	Civil protection orders	S Law & Justice	Dhingra	Monitor		
SB 5341	Local sales tax uses	H Finance	Wilson	Support		
SB 5344 (HB 1368)	Federal funding/COVID-19	S Ways & Means	Rolfes	Support		
ESSB 5353	Law enf community engagement	H Public Safety	Conway	Monitor		
ESB 5356 (HB 1391)	Public works/bidding	H Cap Budget	Short	Support		
SB 5398	Small businesses/excise tax	S Ways & Means	Wellman	Monitor		
SSB 5436	Law enf. ombuds/bargaining	S Rules X	Billig	Monitor		

* Staff recommendations may change as issues in Olympia evolve.

NOTES: A "Yes" in the City Priority column means the bill is the City's unique priority bill.

PCA stands for Priority Coalition Advocacy. Bills with a "Support" position recommendation along with a "Yes-PCA" City Priority designation means the bill is both a priority of the City's identified Priority Coalition and is recommended for elevation to priority status for the City. Bills with only "PCA" in the City Priority column means the bill is among the priorities of the City's identified Priority Coalition organizations.

Other NOTES: Bills with an "Oppose" position recommendation - The Legislative Workgroup's approach with bills identified with "Oppose" is to check-in with AWC, and monitor while continuing to analyze and evaluate from there. In other words, the City is not taking action (not signing-in or testifying) on these bills at this time.



CITY OF KIRKLAND
Planning and Building Department
123 Fifth Avenue, Kirkland, WA 98033
425-587-3000

MEMORANDUM

To: City Council

From: Adam Weinstein, AICP, Director of Planning and Building
Lynn Zwaagstra, Director of Parks and Community Services
Julie Underwood, Director of Public Works
Jeremy McMahan, Deputy Director, Planning and Building Department
Deb Powers, Urban Forester

Date: March 25, 2021

Subject: RESOLUTION ADOPTING URBAN FOREST WORK PLAN 2021-2026
FILE NO. PLN21-00091

RECOMMENDATION:

That the City Council pass the attached Resolution adopting the Urban Forest Work Plan 2021-2026.

BACKGROUND DISCUSSION:

At the March 2, 2021 City Council study session, staff presented a draft of the Urban Forest Work Plan 2021-2026 (6YWP) and received City Council comments on suggested changes to the draft, as well as general questions and comments on the City's urban forestry work. This memo is divided into two segments, with the first segment addressing Council direction on changes to the Draft 6YWP and the second segment addressing the general urban forestry comments and questions.

City Council Direction on Changes to the Draft Work Plan

Note that the Draft 6YWP objectives were organized by high, moderate, and low priority levels. Changes to the 6YWP include content/format, new objectives, and additional information such as funding sources and volunteer opportunities.

CITY COUNCIL: change the priority levels for a) Quantifying Tree Benefits, b) Equitable Park Acquisition, c) Tree Banking, etc. and start with public tree maintenance first, prior to other objectives.

STAFF RESPONSE: By reorganizing priorities, nearly all 6YWP objectives fell into the high priority category. When considering listing the objectives in order of sequence, staff noted that the "timing" category in the prior 2014-2019 Work Plan quickly became obsolete as shifting priorities and funding availability became the primary factors for achieving [2014-2019 Urban](#)

[Forest Work Plan](#) objectives. The gap analysis and the barriers to achieving goals shown in the 2014-2019 [Status Report](#)¹ clearly convey this.

Staff omitted the priority or sequence levels and revised the 2021-2026 6YWP consistent with the preceding 2014-2019 Work Plan format, without the “timing” category and quarterly calendar. The 2021-2026 Work Plan objectives are now grouped by purpose:

1. Inventory public trees
2. Maintain public trees
3. Increase canopy cover by planting trees
4. Community engagement
5. Improve program framework

On public tree maintenance as a top priority: ideally, maintenance is established before planting efforts increase the inventory. Like many objectives, Proactive Public Tree Maintenance relies on resources for planning and implementation. As described in the March 2 staff [memo](#), Public Works (PW) and Parks and Community Services (Parks) departments will outline levels of proactive public tree maintenance for their Service Package Requests as part of the 2023-2024 budget process. This is further clarified in the revised 6YWP by adding a column for current/potential funding sources.

CITY COUNCIL: What is already funded and are there grant opportunities or other potential funding sources? Also, what accounts for the range in estimated cost for some of the objectives?

STAFF RESPONSE: The Urban Forestry Strategic Management Plan ([UFSMP](#)) lists funding strategies for sustainable urban forest management.² Staff revised the 6YWP to indicate current (2021) and potential funding, known grants and partnership opportunities (Attachment 1, far right column). Estimated costs are based on prior projects, known grant opportunities, input from neighboring jurisdictions, Kirkland’s Tree Team and contractor/consultant estimations.

The revised 6YWP also indicates objectives that are supported by two recently approved service package requests (SPR) summarized below:

SPR 21PB15 – Formalization and enhancement of the Tree Bank. Support creating a more formal framework around the City’s Forestry Account, including establishing priorities for funding.

SPR 21PB14 - Public land tree inventory to shape a future tree planting program on City properties and in City rights-of-way, including supplementing previous City tree inventories.

Grants can be a great resource for primary funding or supplemental funding for projects and programs that are identified in department work programs. However, as with volunteer program oversight, grant-writing and subsequent project management for new projects and programs requires FTE resources. For example, due to shifting priorities, Kirkland withdrew both an

¹ March 2, 2021 City Council Study Session [packet](#), Attachment 3, pp. 13-19.

² Urban Forestry Strategic Management Plan ([UFSMP](#)), Potential Funding Strategies, Section 4.2, pp. 38-40.

application and an awarded grant for 2014-2019 Work Plan objectives when it became apparent that staffing resources to manage the related projects could not be sustained.

Finally, the estimated cost of resources varies for objectives depending on very wide ranges of scope, scale and technology/methodology used. For example, establishing an urban forestry program framework can range from minor reassignments and budget reallocation to departmental reorganization with major budget implications.

CITY COUNCIL: We should be tracking species diversity. Does Lucity (the City's maintenance-management system) have the capability to track the granular data we need like tree species, condition, why trees failed, etc.?

STAFF RESPONSE: Yes, Lucity has the capability of tracking many tree characteristics, including tree species, in its database. It's used to record inspections, track service requests and auto-generate work orders. It is synched with our GIS system and can be queried to obtain specific data. Parks staff download photos and completed assessment forms into the inventory database. Lucity is customizable, so when needed, additional fields can be added. While it doesn't have all the features a dedicated tree inventory software has, Parks and PW staff feel that Lucity is an effective system, with few minor issues (below). Species and condition data are collected when trees are initially inventoried. Currently we do not record why a tree failed, since that tree would be removed from the inventory, but current tree condition data is recorded as described below.

The process of entering data updates into the system, particularly when out in the field, is not very streamlined, which is key to keeping tree inventory data current. This is more a GIS system issue than a shortcoming of Lucity. IT-GIS is currently working with PW and Parks staff to resolve the issue, which entails acquiring different portable devices than currently in use. As an efficiency measure, "assess current inventory and work order system" is an added 6YWP objective.

Note that active/landscaped park trees have been inventoried within 6 years, so inventory updates described above occur as staff works in given areas. In contrast, there are 26,000 right of way (ROW) trees that have no data, or if previously inventoried, have 17-year-old data. Collecting the remaining ROW tree inventory data requires a more strategic approach than what is described above and will be assessed as part of the service package for tree inventories noted above.

CITY COUNCIL: The 6YWP should be compatible with and complement our tree code, Kirkland Zoning Code Chapter 95 (KZC 95). They should be developed together, use the same terminology, reinforce each other and not be such separate bodies of work. For example: the term "heritage" tree in the 6YWP is inconsistent with the term "landmark" tree in the tree code.

STAFF RESPONSE: KZC 95 establishes a permit process and development standards for trees primarily on private property. Although a few 6YWP objectives pertain to private property (tree planting programs, for example), the bulk of objectives focus on City practices and public trees. Each 6YWP is a supplement to the overall strategy articulated in the UFSMP, of which codes are a small part – they're not the strategy itself. While the prior 2014-2019 Work Plan includes an objective for updating KZC 95, its focus otherwise, like the 2021-2026 6YWP, is the incentive, outreach and project objectives that balance the regulatory approach. The UFSMP and 6YWP

guide City actions and financial initiatives, as the Council Work Plan does. The 6YWP has a similar format to the:

- Sustainability Master Plan
- Safer Routes to School Action Plan
- Fire Department Strategic Plan

Further, Kirkland's UFSMP is consistent with [Snoqualmie](#), [Redmond](#), [Renton](#), [Shoreline](#), etc. urban forest management plans, in which codes have a complementary role within a comprehensive strategy.

During the KZC 95 code amendment process, some stakeholders felt there was too little emphasis on public tree canopy enhancement, so much that staff memos repeatedly stated, "*public tree management goals are not within the scope of amendments to KZC 95.*" Developing the 6YWP and resuming the KZC 95 code amendments simultaneously is not an option due to current staffing levels. The KZC 95 code amendments to the tree code will follow the 6YWP project and are tentatively scheduled for May of 2021.

Aside from the heritage tree clarification discussed below, a review of KZC 95 did not reveal terminology discrepancies.

"Heritage" tree is used in the 6YWP within the context of incentive programs that recognize mature trees and promote their stewardship, as with the PlantAmnesty/City of [Seattle Heritage Tree](#) partnership. In that program, heritage trees can be on City or private property, are protected through City ordinance and may be protected in perpetuity at the property owner's discretion. [Bellevue's Heritage Tree](#) program is similar except there are no code restrictions.

"Landmark" tree is the term selected by staff and stakeholders involved with the Kirkland Zoning Code Chapter 95 (KZC 95) code amendments. It refers to a regulated tree of a certain size and condition with code restrictions. Alternative terms such as 'exceptional' were considered, too.

A clarification has been made to the heritage tree objective in Attachment 1 to describe the incentive program. If a Heritage Tree program were to be developed using a volunteer-based model, criteria (such as historical significance, rarity, size, etc.) will be determined by the program initiators.

CITY COUNCIL: Consider adding "proactive tree code enforcement" to the 6YWP, given the recent Cross Kirkland Corridor tree topping & trespass-tree-cutting on Goat Hill.

STAFF RESPONSE: Proactive tree code enforcement has been added to the 6YWP. Note that trespass tree-cutting is a police matter.

In recognizing the Planning Commission and City Council concerns for tree code enforcement issues, Kirkland Municipal Code (KMC) 1.12.100 was revised prior to the tree code amendments. As a result, the Environment Analyst position was funded and has been conducting proactive tree protection fence inspections since January 2020. This position randomly inspects development sites (about 8 per week), primarily with Land Surface Modification (LSM) permits, shifting from what was a reactionary approach with tree protection fence inspections to a proactive one. Routine fence inspections are also conducted by Planners, Public Works

Inspectors and Code Enforcement (CE) Officers. Recently implementing new code enforcement penalty fines has lowered the number of cases resulting in fines.

CE Officers do not patrol the City searching for violations. They'll check if they see something suspicious like potential spills, wetland fill and tree cutting. They respond to complaints on tree removals, the majority of which, including in the Holmes Point Overlay area, are legitimate. For those instances where the removals are initially determined as unauthorized under KZC 95, CE Officers will visit the site and begin their investigation. Not all investigations lead to violations. A limited amount (estimated at less than 5%) end up as a code enforcement case with fines. Regarding violations on City-owned/managed properties like parks or the CKC, department staff will investigate unauthorized tree removals and refer to Code Enforcement as needed. In addition to penalties established in the KMC, the City can assess treble damages per RCW [64.12.030](#) for these violations.

Proactive Code Enforcement patrols would require significant additional resources because the two current officers are at or beyond capacity dealing with complaints. Additional creative solutions include staff training volunteers to report violations (much like the sign code enforcement program); however staffing resources for volunteer training and ongoing oversight would need to be considered. Another option would be to educate community members on how to check properties for permits or notifications to reduce the number of inquiries on invalid tree code violations.

CITY COUNCIL: Consider updating our Public Works policies and Pre-Approved Plans and find creative solutions to avoid ROW tree removals. We should treat both public/private development tree retention consistently and hold ourselves (City) to the same standards as private property owner/developer tree retention and removal.

STAFF RESPONSE: All development projects are reviewed for right-of-way tree retention. Public Works retains right-of-way trees by modifying street standards to adjust the placement of:

- Pavement
- Curb
- Landscape strip
- Sidewalks

Compared to the typical right-of-way profile, residential streets are narrow, allowing greater flexibility to modify street standards to retain trees by meandering sidewalks, using curb bump-outs (removes parking), adjusting utility alignments, and using creative street alignments.



Tree retention is difficult on collector streets and nearly impossible with arterials because there tend to be more public improvements here than the width of the right-of-way allows. If the project involves travel, turn, and bike lanes, the City typically acquires more right-of-way for these improvements.

An objective to formalize a policy to reduce ROW tree removals with development has been added to the 6YWP. Actions include:

- Develop a written ROW tree retention policy
- Document tree retention efforts
- Provide a list of documented tree efforts annually

Regarding treating the right-of-way tree retention standards and the requirements for development of private property the same, there are a few differences:

- The City is responsible for providing critical/reliable infrastructure, sewer, water and storm systems with public safety and environmental outcomes, in addition to delivering safe transportation infrastructure.
- The right-of-way is much more constrained due to its linear nature than the average private development site. A development may have the flexibility to adjust access and lot layout, but City infrastructure projects: travel lanes, turn lanes, bike lines, street parking, sidewalks, overhead and below ground utilities, traffic control, signage, etc. are confined to a constrained width with very little flexibility and must meet federal, state and local safety regulations.
- As with private property development, every tree is not a candidate for tree retention, something the City considers in its development review. Successful tree retention relies on good tree health/condition. We should do everything we can to properly maintain existing ROW trees so that they are candidates for tree retention. Healthier ROW trees that can grow to their full life expectancy (with less infrastructure damage) result from using arboricultural BMPs and adequate soil volumes when initially installed, something we can address in our Pre-Approved Plans.

PW is also taking the lead on other efforts to explore ways to more effectively protect trees as part of ROW projects, such as the ongoing Holmes Point Drive Street Design Standards and Corridor Project.

In summary, staff made changes discussed by Council at the March 2, 2021 study session in preparation of adopting the Urban Forest Work Plan for 2021-2026, a framework to guide citywide efforts in managing a sustainable urban forest asset. The 6YWP supports the Council's vision for a "...vibrant, attractive, green and welcoming place to live, work and play. ...as a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations." The 6YWP furthers Comprehensive Plan policies to:

- *Strive to achieve a healthy, sustainable urban forest... (Policy E-2.1)*
- *Balance the [tree] regulatory approach with the use of incentives, City practices and programs, public education, and outreach. (Policy E-2.4)*
- *Implement the Urban Forestry Strategic Management Plan. (Policy E-2.2)*



Final Draft 2021-2026 Urban Forest Work Plan

Based on Council's comments, the 6YWP has been revised to include four new objectives, shown as redlined and highlighted changes in Attachment 1:

- Formalize a policy to reduce right-of-way tree removals with development
- Show current and potential funding, including known grants and volunteer opportunities
- Enforce the tree codes more proactively
- Assess Lucity (City's inventory/work order system) for sufficient capacity and efficiency

Some of the objectives were edited to reflect the Council discussion, also noted as redlined and highlighted text:

- Apply public tree planting/establishment protocols to City/capital (CIP) projects
- Include City/CIP development projects in the "tree banking" program
- Include the areas under Public Works (PW) management in "open space tree planting"
- Clarify that the term "heritage tree" refers to an incentive program

Council Direction Needed

Staff is seeking final review and approval of the Urban Forest Work Plan for 2021-2026 and the resolution itself.

City Council Comments and Questions on the City's Urban Forestry Efforts

Staff responses to City Council comments made at the March 2, 2021 study session:

CITY COUNCIL: We should capitalize on volunteer interest to implement 6YWP Objectives. Can we get an estimate of the resources involved to expand a program like the Green Kirkland Partnership (GKP) program to right-of-way and landscaped park areas?

STAFF RESPONSE: Volunteerism was factored into the estimated cost to implement objectives in the March 2, 2021 City Council meeting packet using the key below:

\$ - Less than \$50,000. Can be accomplished with existing City staff resources, may need inter-departmental coordination.

\$\$ - Between \$50,000 and \$100,000. Has budget implications; requires dedicated staffing, contractor and/or volunteer commitment.

\$\$\$ - Greater than \$100,000. Involves substantial project/program management, staffing and funding commitment.

Generally, volunteers in Kirkland can engage through the GKP program, Neighborhood Associations or through the City's volunteer coordinator. Initiating volunteer programs can

involve navigating complex labor union issues. Since open space areas were not managed by the City, the GKP can restore these areas without violating union contracts.

A City-led volunteer program for maintaining landscaped parks exists under Parks Management; however, tree maintenance is not a component of volunteer work as any work involving ladders, saws or power tools must be done by qualified staff. Note that the GKP program has merged with Parks Management and this partnership facilitates program expansion to include all park acreage as described in their 20-year plan.

For GKP or any volunteers to manage ROW trees, there still needs to be a partnership between the volunteers and the managing department (Public Works) to coordinate projects, select appropriate tree species, prepare for planting (which includes stump removal, soil/tree delivery), monitor/water the trees until they're established and to enter new tree data into the inventory. Generally, the managing division and their professional crews would need to be responsible for volunteer coordination in their management areas.

By way of comparison for creating or expanding a volunteer program, in the last "normal" year (2019), GKP contributed about 13,000 volunteer hours using 4.5 FTEs with support from other staff and a team of 32-33 dedicated, ongoing lead volunteers (stewards). Lead volunteers are a key component to the GKP model, as is the regional support through the Green Cities network that provides staff education, program marketing and research findings generated from Forterra, Green Cities' supporting organization.

Rather than expanding its scope or duplicating a scaled-down GKP model, another consideration would be splitting the scope into separate programs for maintenance and planting, as observed with other City programs. A one-time event model for individual volunteers may be more effective for tree planting on private property (and possibly in the ROW) than the ongoing GKP model for group participation. An example is Kirkland's new Public Works-Stormwater division's recently launched rebate program that incentivizes individuals to voluntarily plant trees in their yards. Most municipal-led tree planting and maintenance programs follow this model, as shown below.

Tree planting program	Intended location	Program model	Staffing/other resources	# trees planted/year (2" caliper) or volunteer hours (for GKP)
<i>Lynnwood Tree Voucher</i>	Private property	Annual one-time, individuals	1 FTE	250
<i>Bellevue Tree Giveaway (Trees are delivered)</i>	Private property	Annual one-time, individuals	2 FTEs w/ some support from additional staff	New program
<i>Trees for Seattle</i>	Private property, ROW	Annual one-time, individuals and groups of adjacent property owners	1.8 FTE and \$254K budget	1,000
<i>Grit City (Tacoma)</i>	ROW	Annual one-time, individuals or groups of adjacent property owners	2 FTEs dedicated to both programs	500
<i>Tacoma Tree Coupons for 30% discount</i>	Private property	One-time, individuals		?
<i>Spokane Neighborhood Tree Program</i>	Private property	Annual one-time, individuals	Not available	1,000
<i>"Communitrees" pickup event - SeaTac, Burien, Des Moines partnership</i>	Private property	One-time, individuals	Not available	Not available
<i>Green Kirkland Partnership</i>	Open space parks	Ongoing, groups	4.5 FTE + stewards, contracted crews, etc. (see program model above).	Logged 13,000 volunteer hours in 2019
<i>New Kirkland Tree Rebate Program</i>	Private property	One-time, individuals	Under current staffing levels (PW-SW)	New program

Attachment 1 has been revised to show the objectives with a potential for various volunteer engagement opportunities, such as citizen science, volunteer-based programs with limited staff support, student projects, etc. and one-time events for individuals as previously discussed.

Council may want to use volunteer support as a guide rather than a basis to consider the next 6-year objectives. Note that time/resources for volunteer management posed a barrier for program development with the Heritage Tree, 4th Grade Foresters and currently, the Outdoor Explorers program due to shifts in staffing priorities.

CITY COUNCIL: Need to establish measurable, specific goals for each Objective.

STAFF RESPONSE: As with other work plans, the 6YWP is a high-level view of what we, as an organization, intend to do over the next six years and where to allocate resources. For many objectives, establishing specific goals relies on data resulting from completing another objective. For example, tree planting based on "targeted goals" means we should plant certain quantities of certain species in specific locations within a specified timeframe. We want to consider areas that have disproportionately lower canopy cover and other factors that inventory and canopy data inform.

Measurable, specific goals are the outcome of each department developing their annual work plans and budget. As the City implements specific action items identified in the objectives, many of them may have more quantifiable components based on metrics set by departments or Council. In turn, progress toward those metrics will be reported on an annual basis when we report back to Council.

CITY COUNCIL: We should encourage green roofs, balcony, and public space trees/vegetation as green stormwater infrastructure (GSI) features.

STAFF RESPONSE: Some cities like [Portland](#) and [Seattle](#) consider green infrastructure elements under one program. In Kirkland, GSI incentives, public education, and Low Impact Development (LID) technical guidance is provided through the Public Works department. The installation of green roofs with new-single family development is incentivized through Kirkland's [Green Building Program](#).

Additional emphasis on green roofs/walls as sustainable development features is part of the high-performance building codes/Sustainability Master Plan implementation, scheduled to occur in mid-2021.

CITY COUNCIL: We should incentivize landowners to preserve trees on their property, as with the State's tax credits, not threaten them with fines for removing trees if they want to.

STAFF RESPONSE: See the previous response regarding tree code enforcement. If tree code enforcement penalty fines are objectionable, Council can revisit KMC 1.12.100 for further amendments.

The 6YWP includes the following objectives to help preserve trees on private property through incentives and public education (rather than with codes/fines):

- Develop a well-coordinated, inclusive public outreach plan
- Establish a program to promote and celebrate heritage trees
- Recognize sustainable land use and development (including tree preservation) on City/private property projects through certification programs such as SITES, Salmon Safe and Greenroads.

CITY COUNCIL: We need to work better across divisions.

STAFF RESPONSE: Although the last six year's accomplishments shown in the March 2 Council meeting [memo](#) (page 3) are notable, staff recognizes the opportunities for improvement that are apparent under the Gap Analysis and Barrier sections in the Status Report, Attachment 3 in the same Council meeting packet. Defining our municipal program and its funding framework is a 6YWP objective that is supported by a recently approved service package request. A first step would be examining Tree Team efficacy.

Another key objective is to establish uniform operational standards across divisions for improved tracking/monitoring. Please note an error on this subject in the Performance Indicator Dashboard that accompanied the March 2 staff memo as Attachment 4. It incorrectly showed the City's performance levels as Moderate (2013) and Good (2020), when the actual performance fell into the Low (2013) and Moderate levels.

CITY COUNCIL: Annual reports should show goals and the status on reaching them.

STAFF RESPONSE: Agree. Note the gap analysis showed that coordinating, preparing, and delivering annual "state of the urban forest" reports fell to the wayside due to higher priorities.

CITY COUNCIL: Tree banking data (referencing a "fees in lieu of planting" program) should be shown in annual reports.

STAFF RESPONSE: Yes, if implemented, the administrator of the tree banking program will provide data on the City locations, funds paid as fees in lieu of tree planting and other information in annual reports. Staff is currently exploring legal issues affecting revenue options for a tree bank. Using a tree bank to offset municipal tree loss is a policy choice staff will explore.




NEXT STEPS:

Following adoption, each department establishes specific goals to meet the objectives, which are distributed across annual work plans. Progress is reported to Council annually and the City may choose to adjust the work program in response to performance data.

Attachments

- 1) Urban Forestry Work Plan 2021-2025 (changes)
- 2) Urban Forestry Work Plan 2021-2025 (clean)
- 3) Resolution R-5472 adopting the Urban Forest Work Plan 2021-2026

Urban Forest Work Plan 2021-2026
Citywide Sustainable Urban Forest Management

Objective 	Action Items 	Lead Dept 	Estimated Cost¹	Potential Funding Sources²
1.0 PUBLIC TREE/ASSET INVENTORY <i>Document asset for proactive, efficient and cost-effective management. Data informs management decisions and planting strategies.</i>	1.1 Complete the street tree inventory -Collect data on remaining 26,000 ROW trees -Volunteer: interns, citizen science or students for data collection	PW	\$-\$\$ One time	2021: approved SPR ³ Potential: WA DNR grant, CFA, SW funding
	1.2 Inventory trees on "other" City-owned property -Determine locations and collect tree data in the Cross Kirkland Corridor, fire stations, set-aside areas from annexation, unimproved ROW areas, stormwater detention facilities, etc. -Volunteer: interns, citizen science or students for data collection	PW, Parks, IT/GIS	\$\$ One-time	2021: approved SPR ³ Potential: 2023-2024 SPR
	1.3 Complete open space tree inventory using Tree-iage method (vs. tree-by-tree inventory) -Assess remaining 8 acres of open space using traditional stand management -Volunteer: GKP stewards, citizen science or students for data collection	GKP	\$\$\$ Ongoing	2021: currently unfunded Potential: DNR or KCD grant, CFA
	1.4 Quantify ecosystem benefits of public trees -Obtain stormwater, air quality, carbon and heat mitigation rates/values resulting from tree functions. -Use demographic, inventory and canopy data to ensure canopy cover and benefits are distributed equitably over time. -Volunteer: N/A	PBD, IT/GIS	\$-\$\$ One-time	2021: currently unfunded Potential: opportunity with Google partnership for heat effects
	1.5 Conduct tree canopy assessments at 7 to 8-year cycles -Informs planting strategies, policy/code changes and is a performance measure towards canopy cover goals.	PBD	\$\$ One-time	2021: currently unfunded Requires 2025 SPR

Objective	Action Items	Lead Dept	Estimated Cost ¹	Potential Funding Sources?
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<p>1.6 NEW! Assess Lucity (current inventory, GIS, and work order system) for capacity and efficiency</p> <ul style="list-style-type: none"> - Analyze current system capacity, devices and features; consider how to streamline the data entry process for optimal efficiency. - Consider feasibility of linking to permit database system. - Volunteer: N/A 	<p>PW/ SKP Parks, IT-GIS, PBD</p>	<p>\$\$-\$\$ One-time</p>	<p>2021: currently unfunded Potential: CFA, future service package request</p>
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<p>2.1 NEW! Develop public tree planting and establishment policies applicable to City/CIP and private development projects</p> <ul style="list-style-type: none"> - Ensure newly-planted public trees thrive - Revise bonding procedure for CIP, ROW, frontage improvements. - Consider inspection process to reduce tree mortality mid-bord. - Includes a public outreach element. - Develop Pre-Approved Plans for adequate soil volumes, installation standards, etc. for ROW, tree planting. - Volunteer: high school or college-level student project, partnerships, intern - Volunteer: N/A 	<p>PW- Engineer 9, PW-CIP, PBD</p>	<p>\$\$ Ongoing</p>	<p>2021: currently unfunded Potential: frontage improvement fees, CIP</p>
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2.0 PUBLIC TREE/NATURAL AREAS MAINTENANCE

Maintain asset for optimal condition, diversity and longevity. Reverse the decline of natural areas. Meet expected level of service for highest return on public investment.

<p>2.2 Proactively maintain street trees</p> <p>Volunteer: Tree Ambassador program (trained) for small trees, one-time event with professional partnerships</p> <p>2.3 Proactively maintain park trees</p> <p>Volunteer: Tree Ambassador program (trained) for small trees, one-time event with professional partnerships (such as tree-climbing event)</p> <p>2.4 NEW! Develop solutions to reduce ROW tree removals with development</p> <ul style="list-style-type: none"> - Develop written policies, procedures, Pre-Approved Plans, etc. - Volunteer: N/A 	<p>PW Parks, GKP</p>	<p>\$\$\$ Ongoing \$ Ongoing</p>	<p>2021: General Fund, SW Potential: 2023-2024 SPR 2021: currently funded through a perpetual Park Levy Potential: 2023-2024 SPR</p> <p>N/A</p>
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 Objective	 Action Items	 Lead Dept	Estimated Cost ¹	Potential Funding Sources ²
	2.5 NEW! Eradicate tree ivy in all park open space areas - Increase management levels in all public natural areas from 'proactive' to 'intensive' - Volunteer: GKP	GKP	\$\$ Ongoing	2021: currently funded through a perpetual Park Levy, volunteers, grants Potential: KCD grant
3.0 TREE PLANTING EFFORTS <i>Develop data-driven strategies with targeted goals to increase canopy cover through incentives, public outreach and community engagement, including tree establishment plans and social equity and inclusivity values.</i>	3.1 Develop a robust street tree planting program -Consider one-time, individual (vs. group event) volunteer programs -Replace dead/removed trees w/ minimum 1:1 ratio -Establish numerical or % tree planting goals according to canopy, inventory and other data -Select public trees by species diversity/distribution -Remove/replace street trees negatively impacted by utility line clearance pruning -Volunteer: one-time event, rebate/voucher program, tree giveaways, Tree Ambassador (trained) group event. Note: Policy R-10 for adjacent property owner-planted ROW may address labor union conflicts	PW, PBD	\$\$ Ongoing	2021: currently unfunded Potential: 2023-2024 SPR, frontage fees, CIP, CFA, WA DNR grant
	3.2 Develop a robust park tree planting program - Determine appropriate tree species, locations, with # of trees planted by completion dates - Volunteer: one-time event, Tree Ambassador (trained) group event. eventually GKP	Parks	\$\$ Ongoing	2021: General fund Potential: 2023-2024 SPR, SW, CFA, WA DNR grant
	3.3 Develop a robust PW/parks open space tree planting program -Parks: continue volunteer-based current strategy - PW: Need management strategy for PW open space-managed areas. Determine appropriate tree species, locations and number of trees planted by completion dates	GKP, PW	\$\$ Ongoing	2021: Parks open space planting funded through a perpetual Parks Levy 2021: PW open space planting is unfunded Potential for Parks/PW: CFA, 2023-2024 SPR

 Objective	 Action Items	 Lead Dept	Estimated Cost ¹	Potential Funding Sources ²
4.0 COMMUNITY ENGAGEMENT Provide opportunities for engagement and diversify outreach efforts to promote awareness of urban forestry issues, incentives and programs.	3.4 NEW! Develop a tree planting program applicable to private property Volunteer: consider one-time, individual (vs. group events) volunteer programs (free tree giveaways, rebates, discount coupons, etc.)	PBD, PW-SW	\$\$ One-time or ongoing	2021 only: WA Ecology grant PW Tree Rebate program Potential: CFA, 2022-2023 SPR, WA DNR, KCD and other grants
	3.5 NEW! Develop Tree Bank program to offset City/CIP and private property tree removals resulting from development Inventory City locations, establish funding structure and determine program administration. Volunteer: N/A	PBD, Finance	\$\$ Ongoing	2021: approved SPR ³ Potential: WA DNR grant
	4.1 NEW! Develop a well-coordinated, inclusive public outreach plan Offset regulatory approach by providing ongoing education/outreach with diverse audiences on urban forestry issues, tree codes, incentives and new program/engagement opportunities Volunteer: high school/college-level student project, intern and partnerships for communication strategy/design	PBD	\$\$ Ongoing	Current: unfunded, although projects supported by City Communications Potential: 2022-2023 SPR, WA DNR or KCD grants
	4.2 Establish a program to promote and celebrate heritage (mature/unique) trees - Encourage mature/unique tree stewardship, ensure an even forest succession and maximize community benefits - Volunteer-based program with City support, partnerships	PBD	\$\$ One-time	2021: currently unfunded Potential: WA DNR or KCD grants
	4.3 Seek project/program sustainability certification Recognize sustainable land use and development of City/private property projects through SITES, Salmon Safe, Greenroads, etc. certification -Volunteer: N/A	PBD	\$ One-time	N/A

 Objective	 Action Items	 Lead Dept	Estimated Cost¹	Potential Funding Sources²
5.0 PROGRAM FRAMEWORK <i>Provide adequate capacity to implement plan objectives, sustain expected level of service and cooperate with common goals and leadership support.</i>	5.1 NEW! Establish a formal framework for Kirkland’s urban forest program/funding Volunteer: N/A	?	\$-\$\$\$	2021: approved SPR ³ Depends on scope, ie adjust FTEs, reassignments, reorganize, etc.
	5.2 Establish uniform operational standards across divisions for improved tracking/monitoring Ensure staff, contractors, utility agencies comply with current BMPs, industry/safety standards and tree codes. -Volunteer: professional/agency partnership	ALL	\$ One-time	N/A
	5.3 Develop annual work plans by department Include Work Plan objectives to shape/track incremental efforts toward long term goals, increase internal efficiency -Volunteer: N/A	ALL	\$ Ongoing	N/A
	5.4 Develop annual reports to City Council Increase accountability to decision-makers and community -Volunteer: N/A	ALL	\$ Ongoing	N/A
	5.5 New! Enforce tree codes proactively Explore options to fund a 3 rd code enforcement officer Revisit KMC 1.12.100 to address trespass tree violations - Volunteer: N/A	PBD	\$\$ Ongoing	2023-2024 SPR
	5.6 NEW! Ensure equitable parks acquisition Develop policy, funding & strategy to acquire park land in under-served areas as a mechanism to plant and preserve tree canopy equitably across neighborhood groups. -Volunteer: intern, college-level student project and partnerships	Parks	\$\$	2021: currently unfunded Potential: equity-focused grants, corporate partnership

¹Estimated resources using the key below from the UFSMP, Table 7, page 57:

\$ Less than \$50,000. Could be accomplished with existing City staff resources, may need planning and inter-departmental coordination.

\$\$ Between \$50,000 and \$100,000. Has budget implications; requires dedicated staffing, contractor and/or volunteer commitment.

\$\$\$ Greater than \$100,000. Involves substantial project/program management, staffing and funding commitment.

²Unless otherwise indicated, these potential funding sources have not been secured. In addition, Potential Funding Strategies are outlined in the UFSMP, Section 4.2, pages 38-40

³These objectives are identified in 2 approved 2021-2022 Service Package Requests

Abbreviations/Acronyms

ALL- Public Works, Parks, Planning, GKP

BMP – Best Management Practices

CFA – City Forestry Account

CIP – Capital Improvement Projects

GKP – Green Kirkland Partnership Program

IT/GIS – Information Technology, Geographic

Information System Department

KCD – King Conservation District

NEW! – objectives not carried over from 2014-2019




PBD – Planning & Building Department








PW – Public Works Department




ROW – Right of Way




SW – Stormwater (funding) through Public Works




Urban Forest Six Year Work Plan 2021-2026
 Citywide Sustainable Urban Forest Management

Objective 	Action Items 	Lead Dept 	Estimated Cost¹	Potential Funding Sources²
1.0 PUBLIC TREE/ASSET INVENTORY <i>Document asset for proactive, efficient and cost-effective management. Data informs management decisions and planting strategies.</i>	1.1 Complete the street tree inventory -Collect data on remaining 26,000 ROW trees -Volunteer: interns, citizen science or students for data collection	PW	\$-\$\$ One time	2021: approved SPR ³ Potential: WA DNR grant, CFA, SW funding
	1.2 Inventory trees on "other" City-owned property -Determine locations and collect tree data in the Cross Kirkland Corridor, fire stations, set-aside areas from annexation, unimproved ROW areas, stormwater detention facilities, etc. -Volunteer: interns, citizen science or students for data collection	PW, Parks, IT/GIS	\$\$ One-time	2021: approved SPR ³ Potential: 2023-2024 SPR
	1.3 Complete open space tree inventory using Tree-iage method (vs. tree-by-tree inventory) -Assess remaining 8 acres of open space using traditional stand management -Volunteer: GKP stewards, citizen science or students for data collection	GKP	\$\$\$ Ongoing	2021: currently unfunded Potential: DNR or KCD grant, CFA
	1.4 Quantify ecosystem benefits of public trees -Obtain stormwater, air quality, carbon and heat mitigation rates/values resulting from tree functions. -Use demographic, inventory and canopy data to ensure canopy cover and benefits are distributed equitably over time. -Volunteer: N/A	PBD, IT/GIS	\$-\$\$ One-time	2021: currently unfunded Potential: opportunity with Google partnership for heat effects
	1.5 Conduct tree canopy assessments at 7 to 8-year cycles -Informs planting strategies, policy/code changes and is a performance measure towards canopy cover goals.	PBD	\$\$ One-time	2021: currently unfunded Requires 2025 SPR

Objective	Action Items	Lead Dept	Estimated Cost ¹	Potential Funding Sources ²
1.6 Assess Lucity (current inventory, GIS, and work order system) for capacity and efficiency -Analyze current system capacity, devices and features; consider how to streamline the data entry process for optimal efficiency. -Consider feasibility of linking to permit database system. -Volunteer: N/A		 PW, GKP, Parks, IT-GIS, PBD	\$-\$-\$ One-time	2021: currently unfunded Potential: CFA, future service package request
2.1 Develop public tree planting and establishment policies applicable to City/CIP and private development projects -Ensure newly-planted public trees thrive. -Revise bonding procedure for CIP, ROW frontage improvements. -Consider inspection process to reduce tree mortality mid-bond. -Includes a public outreach element. -Develop Pre-Approved Plans for adequate soil volumes, installation standards, etc. for ROW tree planting. -Volunteer: high school or college-level student project, partnerships, intern -Volunteer: N/A		PW- Engineerin 9, PW-CIP, PBD	\$-\$ Ongoing	2021: currently unfunded Potential: frontage improvement fees, CIP
2.0 PUBLIC TREE/NATURAL AREAS MAINTENANCE <i>Maintain asset for optimal condition, diversity and longevity. Reverse the decline of natural areas. Meet expected level of service for highest return on public investment.</i>		PW	\$\$\$ Ongoing	2021: General Fund, SW Potential: 2023-2024 SPR
2.2 Proactively maintain street trees Volunteer: Tree Ambassador program (trained) for small trees, one-time event with professional partnerships		PW	\$\$\$ Ongoing	2021: currently funded through a perpetual Park Levy Potential: 2023-2024 SPR
2.3 Proactively maintain park trees Volunteer: Tree Ambassador program (trained) for small trees, one-time event with professional partnerships (such as tree-climbing event)		Parks, GKP	\$-\$ Ongoing	2021: currently funded through a perpetual Park Levy Potential: 2023-2024 SPR
2.4 Develop solutions to reduce ROW tree removals with development - Develop written policies, procedures, Pre-Approved Plans, etc. - Volunteer: N/A		PW- Engineer, CIP	\$ One-time	N/A

 Objective	 Action Items	 Lead Dept	Estimated Cost¹	Potential Funding Sources²
	2.5 Eradicate tree ivy in all park open space areas - Increase management levels in all public natural areas from 'proactive' to 'intensive' - Volunteer: GKP	GKP	\$\$ Ongoing	2021: currently funded through a perpetual Park Levy, volunteers, grants Potential: KCD grant
3.0 TREE PLANTING EFFORTS <i>Develop data-driven strategies with targeted goals to increase canopy cover through incentives, public outreach and community engagement, including tree establishment plans and social equity and inclusivity values.</i>	3.1 Develop a robust street tree planting program -Consider one-time, individual (vs. group event) volunteer programs -Replace dead/removed trees w/ minimum 1:1 ratio -Establish numerical or % tree planting goals according to canopy, inventory and other data -Select public trees by species diversity/distribution -Remove/replace street trees negatively impacted by utility line clearance pruning -Volunteer: one-time event, rebate/voucher program, tree giveaways, Tree Ambassador (trained) group event. Note: Policy R-10 for adjacent property owner-planted ROW may address labor union conflicts	PW, PBD	\$\$ Ongoing	2021: currently unfunded Potential: 2023-2024 SPR, frontage fees, CIP, CFA, WA DNR grant
	3.2 Develop a robust park tree planting program - Determine appropriate tree species, locations, with # of trees planted by completion dates - Volunteer: one-time event, Tree Ambassador (trained) group event. eventually GKP	Parks	\$\$ Ongoing	2021: General fund Potential: 2023-2024 SPR, SW, CFA, WA DNR grant
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 Objective	 Action Items	 Lead Dept	Estimated Cost¹	Potential Funding Sources²
	<p>3.4 Develop a tree planting program applicable to private property Volunteer: consider one-time, individual (vs. group events) volunteer programs (free tree giveaways, rebates, discount coupons, etc.)</p> <p>3.5 Develop Tree Bank program to offset City/CIP and private property tree removals resulting from development Inventory City locations, establish funding structure and determine program administration. Volunteer: N/A</p>	<p>PW-SW, PBD</p> <p>PBD, Finance</p>	<p>\$\$ One-time or ongoing</p> <p>\$\$ Ongoing</p>	<p>2021 only: WA Dept. Ecology grant-supported Tree Rebate program (PW-SW) Potential: CFA, 2023-2024 SPR, WA DNR, KCD and other grants</p> <p>2021: approved SPR³ Potential: WA DNR grant</p>
<p>4.0 COMMUNITY ENGAGEMENT <i>Provide opportunities for engagement and diversify outreach efforts to promote awareness of urban forestry issues, incentives and programs.</i></p>	<p>4.1 Develop a well-coordinated, inclusive public outreach plan Offset regulatory approach by providing ongoing education/outreach with diverse audiences on urban forestry issues, tree codes, incentives and new program/engagement opportunities -Volunteer: high school/college-level student project, intern and partnerships for communication strategy development</p> <p>4.2 Establish a program to promote and celebrate heritage (mature/unique) trees - Encourage mature/unique tree stewardship, ensure an even forest succession and maximize community benefits - Volunteer-based program with City support, partnerships</p> <p>4.3 Seek project/program sustainability certification Recognize sustainable land use and development of City/private property projects through SITES, Salmon Safe, Greenroads, etc. certification -Volunteer: N/A</p>	<p>PBD</p> <p>PBD</p> <p>PBD</p>	<p>\$\$ Ongoing</p> <p>\$\$ One-time</p> <p>\$ One-time</p>	<p>Current: unfunded, although projects supported by City Communications Potential: 2023-2024 SPR, WA DNR or KCD grants</p> <p>2021: currently unfunded Potential: WA DNR or KCD grants</p> <p>N/A</p>

 Objective	 Action Items	 Lead Dept	Estimated Cost¹	Potential Funding Sources²
5.0 PROGRAM FRAMEWORK <i>Provide adequate capacity to implement plan objectives, sustain expected level of service and cooperate with common goals and leadership support</i>	5.1 Establish a formal framework for Kirkland’s urban forest program/funding Volunteer: N/A	?	\$-\$\$\$	2021: approved SPR ³ Depends on scope, ie adjust FTEs, reassignments, reorganize, etc.
	5.2 Establish uniform operational standards across divisions for improved tracking/monitoring Ensure staff, contractors, utility agencies comply with current BMPs, industry/safety standards and tree codes. -Volunteer: professional/agency partnership	ALL	\$ One-time	N/A
	5.3 Develop annual work plans by department Include Work Plan objectives to shape/track incremental efforts toward long term goals, increase internal efficiency -Volunteer: N/A	ALL	\$ Ongoing	N/A
	5.4 Develop annual reports to City Council Increase accountability to decision-makers and community -Volunteer: N/A	ALL	\$ Ongoing	N/A
	5.5 Enforce tree codes proactively Explore options to fund a 3 rd code enforcement officer Revisit KMC 1.12.100 to address trespass tree violations - Volunteer: N/A	PBD	\$\$ Ongoing	2023-2024 SPR
	5.6 Ensure equitable parks acquisition Develop policy, funding & strategy to acquire park land in under-served areas as a mechanism to plant and preserve tree canopy equitably across neighborhood groups. -Volunteer: intern, college-level student project and partnerships	Parks	\$\$	2021: currently unfunded Potential: equity-focused grants, corporate partnership

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\$ Less than \$50,000. Could be accomplished with existing City staff resources, may need planning and inter-departmental coordination.

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ROW – Right of Way

SW – Stormwater (funding) through Public Works

RESOLUTION R-5472

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE 2021-2026 URBAN FORESTRY SIX-YEAR WORK PLAN.

1 WHEREAS, urban forests require sound and deliberate
2 management to ensure trees function well in their intended
3 landscape and provide optimal benefits equitably to the
4 community; and

5
6 WHEREAS, the City Council adopted the Urban Forestry
7 Strategic Management Plan by approving Resolution R-4986,
8 establishing a citywide framework for cohesive, efficient, and
9 sustainable urban forest management over a long-term horizon;
10 and

11
12 WHEREAS, the Urban Forestry Strategic Management Plan
13 supports the Comprehensive Plan goal to protect, enhance, and
14 restore trees and vegetation in the natural and built environment,
15 the City Council Operational Goal for the Environment, and the
16 Sustainable Master Plan; and

17
18 WHEREAS, six-year work plans are developed to link urban
19 forest management objectives to City operations, serve as a guide
20 for annual departmental work plans, and the allocation of
21 resources; and

22
23 WHEREAS, six-year work plans require review to assess
24 progress towards objectives.

25
26 NOW, THEREFORE, be it resolved by the City Council of the
27 City of Kirkland as follows:

28
29 Section 1. The City Manager is hereby authorized and
30 directed to execute on behalf of the City of Kirkland a working
31 plan for citywide urban forest management efforts, attached as
32 Exhibit A, which is entitled, "Urban Forest Work Plan 2021-2026."

33
34 Passed by majority vote of the Kirkland City Council in open
35 meeting this ____ day of _____, 2021.

36
37 Signed in authentication thereof this ____ day of
38 _____, 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

**CITY OF KIRKLAND****Department of Public Works****123 FIFTH AVENUE, KIRKLAND, WA 98033 425.587.3800**www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Ryeann-Marie Tuomisto, Water Quality Program Coordinator
Kelli Jones, Surface Water Program Supervisor
Julie Underwood, Public Works Director

Date: March 25, 2021

Subject: ORDINANCE AMENDING SURFACE WATER MANAGEMENT REGULATIONS

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance amending *Kirkland Municipal Code* chapters 1.12 and 15.52 related to surface water management regulations.

BACKGROUND:

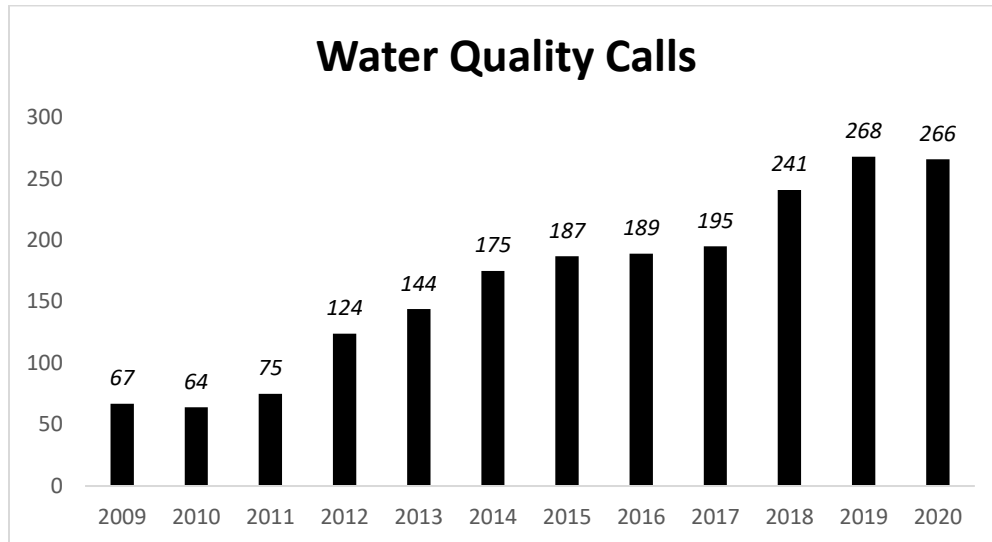
The proposed ordinance attached to this staff report would amend the surface water management code enforcement regulations and would change the current title of a chapter in the *Kirkland Municipal Code* (KMC) to be consistent with other language in the KMC. The City has been operating under the updated surface water code since November of 2018. Over the past almost 2 1/2 years staff have been documenting questions and clarifications to help better implement the code. Some questions are from the Hearing Examiner and those committing violations and relate to the surface water enforcement matrix and the guidelines that determine the fine amount. As the City gets ready to update the Surface Water Master Plan, enough changes were accumulated to prompt an update at this time to provide clearer matrix enforcement questions and guidelines.

Kirkland codified the establishment of its own surface water utility in 1999 for the purpose of implementing and maintaining the City's comprehensive drainage and storm sewer plan. Subsequently, the City established its Illicit Discharge Detection and Elimination (IDDE) program, more commonly referred to as [Spill Prevention and Response](#), as one of the many storm and surface water programs intended to prevent and eliminate pollutants in the stormwater system and protect natural features such as streams, lakes, and wetlands. This kind of program is required by the National Pollutant Discharge and Elimination System (NPDES) permit issued by the Department of Ecology.

In 2012, the City developed a program to educate internal and external customers on how to identify a spill and began promoting an all-hours spill hotline (425-587-3900). After calls are received and documented, surface water maintenance and engineering staff respond to every call to investigate the

cause of the concern, maintain public infrastructure, provide education and outreach, and evaluate whether to pursue code enforcement of surface water regulations.

Since the program was promoted, increased awareness and reporting of surface water issues over the years have increased from about 70 contacts per year to 266 calls in 2020.



Maintenance staff are dispatched to incidents and they remove pollutants such as, but not limited to, paint, food grease, sewage, soap, and vehicle fluids. While engineering staff support spill investigation and code enforcement, strong emphasis is placed on education and outreach programs such as pollution prevention mailings, social media outlets, commercial car wash coupons, free business spill kits, and a new spill prevention website to inform residents and customers about surface water concerns and regulations. The success and growth of the program is resulting in increased response, cleanup, follow-up, and enforcement. Both maintenance and engineering staff have continued to implement this program with current staff. However, as demand continues to increase, staff will need to evaluate whether additional resources may be needed in order to continue providing the same level of service.

Proposed Amendments Related to Enforcement of Surface Water Management Codes

On May 17, 2016, the Council amended the code enforcement chapter of the KMC (adding 1.12.200) to provide for the enforcement of surface water management regulations found in KMC chapter 15.52. The amendment also allowed for recovery of both cleanup costs and the levying of fines in situations where a violation has been committed but cannot be corrected by the violator (i.e., pollutants have been dumped in a stream or a storm drainage system).

In November 2018, staff recommended amendments to both KMC 1.12.200 and KMC 15.52 in order to improve the original surface water code enforcement procedures (see agenda materials from the [November 20, 2018 City Council Meeting](#)). Since then, both staff and customers have identified the need for further amendments to add clarity and prevent confusion. Accordingly, staff recommends the following amendments, summarized below and shown in "track changes" in the proposed ordinance.

- **Amend the definition of "person."** Staff recommends that the definition of "person" in KMC 1.12.020(i) to explicitly exclude the City of Kirkland because it is unnecessary. For example, were the City to accidentally discharge into the storm water system, it would clean up the spill. Further, it would be unnecessary to then charge itself for those costs.

All of the proposed amendments itemized below are to clarify the evaluation criteria in Table 1 of KMC 1.12.200(c)(3). Edits are shown on the table and explanations for each follow the table.

Table 1. Surface Water Enforcement Matrix

Enforcement Evaluation Criteria	No <u>Zero</u> (0) points	Possibly <u>One</u> (1) point	Definitely <u>Two</u> (2) points
1) Perceived Public Health Risk?			
2) Environmental Damage?			
3) Impacting <u>Discharge into</u> Municipal Storm Drain System?			
4) Willful or Knowing Violation?			
5) 4) <u>Unresponsive in</u> Correcting Action?			
6) 5) <u>Improper Operation, or Inadequate Maintenance, or inadequate implementation of a required plan that addresses stormwater management (e.g., but not limited to, temporary sediment and erosion control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and/notes)?</u>			
7) Economic Benefit to Noncompliance?			

- **Criterion #1.** Delete the subjective word "Perceived" from Public Health Risk.
- **Criterion #3.** Replace "Impacting" with "Discharge into" Municipal Storm Drain System to be consistent with language KMC 15.52.090, "Illicit discharge and connections."

- **Criterion #4.** Delete this question. Enforcement of fines will be pursued if education has been previously performed. This process will be defined in the procedure's manual.
- **Criterion #5.** Add the language "or inadequate implementation of a required plan that addresses stormwater management (e.g., but not limited to, temporary erosion and sediment control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and/notes)." This language helps clarify the intent of this question.
- **Criterion #6.** Delete this question. Economic benefits can vary and are also too subjective.
- **Amend the column headings for Table 1.** Remove "no," "possibly," and "definitely." These terms may create confusion and/or contradiction to the guidance. The guidance determines the points to be assessed per criteria according to the violation. The total score determines the fine amount.
- **Amend the penalty points rating in Table 2.** This proposed amendment is so that Table 2 of KMC 1.12.200(c)(3) aligns with Table 1.

The following proposed amendment is to KMC Title 15, chapter 15.51.

- Presently, KMC Title 15, chapter 15.52 is entitled "Storm Water Drainage." But throughout the KMC, the term "surface water management" is used consistently. To maintain that consistency, staff proposes renaming KMC Title 15, chapter 15.52 to "Surface Water Management."

NEXT STEPS:

If the Council approves this ordinance, then it will go into effect five days after passage and publication.

Ordinance
Publication Summary

ORDINANCE O-4756

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE WATER MANAGEMENT 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 responsible
10 Party(s) have been previously educated on the KMC; and
11

12 WHEREAS, based upon the City's experience with these code
13 enforcement regulations over the past several years, including the
14 effectiveness of the regulations to prevent environmental damage
15 and/or correct environmental damage, and the clarity of the language
16 of the code language, staff recommends certain revisions to the City's
17 Code Enforcement Regulations in Chapter 1.12 KMC; and
18

19 NOW, THEREFORE, the City Council of the City of Kirkland do
20 ordain as follows:
21

22 Section 1. Kirkland Municipal Code Section 1.12.020 is amended
23 to read as follows:
24

25 **1.12.020 Definitions.**
26

27 As used in this chapter, unless a different meaning is plainly required:
28

29 (a) "Abate" means to repair, replace, remove, destroy or otherwise
30 remedy a condition which constitutes a civil violation by such means,
31 in such a manner and to such an extent as the applicable department
32 director determines is necessary in the interest of the general health,
33 safety and welfare of the community.

34 (b) "Act" means doing or performing something.

35 (c) "Applicable department director" means the director of the
36 department or his or her designee.

37 (d) "Civil violation" means a violation for which a monetary penalty
38 may be imposed as specified in this chapter. Each day or portion of a
39 day during which a violation occurs or exists is a separate violation.
40 Traffic infractions issued pursuant to Title 12 are specifically excluded
41 from the application of this chapter.

- 42 (e) "Development" means the erection, alteration, enlargement,
43 demolition, maintenance or use of any structure or the alteration or
44 use of any land above, at or below ground or water level, and all acts
45 governed by a city regulation.
- 46 (f) "Emergency" means a situation which in the opinion of the
47 applicable department director requires immediate action to prevent or
48 eliminate an immediate threat to the health or safety of persons or
49 property.
- 50 (g) "Hearing examiner" means the Kirkland hearing examiner and
51 the office thereof established pursuant to Chapter 3.34.
- 52 (h) "Omission" means a failure to act.
- 53 (i) "Person" means any individual, firm, association, partnership,
54 corporation or any entity, public or private. For purposes of this
55 chapter only, "person" does not mean the City of Kirkland.
- 56 (j) "Person responsible for the violation" means any person who is
57 required by the applicable regulation to comply therewith, or who
58 commits any act or omission which is a civil violation or causes or
59 permits a civil violation to occur or remain upon property in the city,
60 and includes but is not limited to owner(s), lessor(s), tenant(s),
61 vendor(s), contractor(s), or other person(s) entitled to control, use
62 and/or occupy property where a civil violation occurs. For violations of
63 the city sign regulations, this definition includes, but is not limited to,
64 sign installers/posters, sign owners, and any other persons who cause
65 or participate in the placement of a sign in a manner that constitutes a
66 civil violation. For violations of city tree regulations, this definition
67 includes any person who caused or participated in the removal of a
68 tree in a manner that constitutes a civil violation.
- 69 (k) "Regulation" means and includes the following, as they now exist
70 or are hereafter amended:
- 71 (1) Title 23 (Kirkland Zoning Code);
- 72 (2) Title 21, Buildings and Construction (including codes adopted by
73 reference);
- 74 (3) Chapter 15.52 (Surface Water Management);
- 75 (4) Title 29 (Land Surface Modification);
- 76 (5) Chapter 19.04 (Obstructing Streets or Sidewalks);
- 77 (6) Chapter 11.76 (Junk Vehicles);
- 78 (7) Chapter 11.24 (Nuisances);
- 79 (8) Chapter 11.64 (Littering);

80 (9) The terms and conditions of any permit or approval issued by
81 the city, or any concomitant agreement with the city;

82 (10) Chapter 7.74 (Fair Housing Regulations);

83 (11) Chapter 16.05 (Retail Carryout Bags, including definitions set
84 forth in Chapter 16.04);

85 (12) Chapter 16.08 (Garbage Disposal); and

86 (13) Chapter 7.02 (Business Licenses and Regulations).

87 (l) "Repeat violation" means a violation of the same regulation in
88 any location in the city by the same person or responsible party for
89 which compliance previously has been sought or a notice of civil
90 violation has been issued.

91 (m) "Responsible party" means any person who is required by the
92 applicable regulation to comply therewith, or who commits any act or
93 omission which is a civil violation or causes or permits a civil violation
94 to occur or remain upon property in the city, and includes but is not
95 limited to owner(s), lessor(s), tenant(s), vendor(s), contractor(s), or
96 other person(s) entitled to control, use and/or occupy property where
97 a civil violation occurs.

98 (n) "Violation" means an act or omission contrary to a city
99 development regulation including an act or omission at the same or
100 different location by the same person and including a condition
101 resulting from such act or omission.

102 Section 2. Kirkland Municipal Code Section 1.12.200 is amended
103 to read as follows:

104
105 **1.12.200 Special provisions relating to enforcement of Chapter**
106 **15.52 (Surface Water Management).**
107

108 (a) General Requirements. This section applies to violations of
109 Chapter 15.52, including illicit discharges and connections that
110 discharge into the municipal storm drain system and/or surface and
111 ground waters. Enforcement shall be conducted in accordance with
112 procedures set forth in this chapter.

113 Special enforcement provisions related to illicit discharges and
114 connections are set forth in this section.

115 (b) Authority. It shall be the duty of the public works director or
116 designee to administer the provisions of this section.

117 (c) Determining Fines for Illicit Discharges and Connections and
118 Other Violations of Chapter 15.52.

- 119 (1) Each action or omission taken in violation of Chapter 15.52 shall
 120 constitute a separate violation.
- 121 (2) Any person who aids or abets the violation shall be considered to
 122 have committed a violation for purpose of assessment of fines.
- 123 (3) Fines for a violation shall be determined using the surface water
 124 enforcement matrix (Table 1) and administered per violation.

Table 1. Surface Water Enforcement Matrix

Enforcement Evaluation Criteria	No Zero (0) points	Possibly One (1) point	Definitely Two (2) points
1) Perceived Public Health Risk?			
2) Environmental Damage?			
3) Impacting Discharge into Municipal Storm Drain System?			
4) Willful or Knowing Violation?			
5) 4) Unresponsive in Correcting Action?			
6) 5) Improper Operation, or Inadequate Maintenance, or inadequate implementation of a required plan that addresses stormwater management (e.g., but not limited to, temporary sediment and erosion control (TESC) plan, stormwater pollution prevention plan (SWPPP), permit conditions and/notes)?			
7) Economic Benefit to Noncompliance?			

125 The surface water enforcement matrix (Table 1) is comprised of a set
 126 of criteria formulated as questions for the director to evaluate and
 127 answer. The director uses the guidelines below to determine the total

- 128 points to be assessed according to the violation. The surface water
129 fine(s) are determined by the total score of the matrix.
- 130 1. Did the violation result in a public health risk?
- 131 a. ~~Answer "no"~~ Asses zero (0) points if there is no evidence to
132 support a claim of public health risk or adverse health effects.
- 133 b. ~~Answer "possibly"~~ Asses one (1) point if evidence supports a claim
134 of public health risk and there is a plausible connection between this
135 violation and health effect.
- 136 c. ~~Answer "definitely"~~ Asses two (2) points if there is ~~direct~~ evidence
137 directly linking public health risk or adverse effects with the violation.
- 138 2. Did the violation result in environmental (e.g., physical, chemical,
139 or biological) damage?
- 140 a. ~~Answer "no"~~ Asses zero (0) points if there is no evidence to
141 support a claim of environmental damage.
- 142 b. ~~Answer "possibly"~~ Asses one (1) point if environmental damage
143 can be reasonably inferred from evidence or knowledge of the effects
144 of the violation.
- 145 c. ~~Answer "definitely"~~ Asses two (2) points if there is ~~direct~~ evidence
146 directly linking environmental damage with the violation.
- 147 3. Did the violation ~~impact~~ discharge into the municipal storm drain
148 system?
- 149 a.) ~~Answer "no"~~ Asses zero (0) points if there is no evidence to
150 support a claim of impact to municipal storm drain system.
- 151 b. ~~Answer "possibly"~~ Asses one (1) point if impact to municipal
152 storm drain system can be reasonably inferred from evidence or
153 knowledge of the effects of the violation.
- 154 c. ~~Answer "definitely"~~ Asses two (2) points if there is ~~direct~~ evidence
155 directly linking municipal storm drain system impacts to the violation.
- 156 ~~4. Was the action a willful and knowing violation?~~
- 157 ~~a. Answer "no" if the violator obviously did not know that the action~~
158 ~~or inaction constituted a violation.~~
- 159 ~~b. Answer "possibly" if the violator should have known.~~
- 160 ~~c. Answer "definitely" if the violator clearly knew or was previously~~
161 ~~informed of the violation by the city's inspectors or permit conditions.~~
- 162 ~~5.~~ 4. Was the responsible party unresponsive in correcting the
163 violation?

- 164 a. ~~Answer "no"~~ Asses zero (0) points if the violation was corrected
165 as soon as the responsible party learned of it.
- 166 b. ~~Answer "possibly"~~ Asses one (1) point if the violation was
167 corrected, or measures were attempted to be implemented, in a less
168 timely and cooperative fashion.
- 169 c. ~~Answer "definitely"~~ Asses two (2) points if the responsible party
170 made no attempt to correct the violation or no measures were
171 attempted to be implemented to prevent further violation.
- 172 ~~6.~~ 5. Was the violation a result of improper operation, or inadequate
173 maintenance, or inadequate implementation of a required plan that
174 addresses stormwater management (e.g., but not limited to,
175 temporary erosion and sediment (TESC) plan, stormwater pollution
176 prevention plan (SWPPP), permit conditions and/or notes)?
- 177 a. ~~Answer "no"~~ Asses zero (0) points if the violation was not the
178 result of improper operation or inadequate maintenance actions or
179 inactions described above.
- 180 b. ~~Answer "possibly"~~ Asses one (1) point if proper operation or
181 actions described above were and/or maintenance was completed but
182 a violation still occurred.
- 183 c. ~~Answer "definitely"~~ Asses two (2) points if the violation was a
184 result of improper operation or inadequate maintenance actions or
185 inactions described above.
- 186 ~~7.~~ Did anyone benefit economically from noncompliance?
- 187 a. ~~Answer "no"~~ Asses zero (0) points if it is clear that no one gained
188 an economic benefit.
- 189 b. ~~Answer "possibly"~~ Asses one (1) point if someone might have
190 benefited.
- 191 c. ~~Answer "definitely"~~ Asses two (2) points if the economic benefit is
192 quantifiable.
- 193 Once the total amount of penalty points is determined, a rating and a
194 corresponding surface water fine amount are established (Table 2).

Table 2. Penalty Points Rating and Corresponding Surface Water Fine Amount

Rating	1—2	3—4	5—6	7—8	8—10	9—11 12	10—13 14
Fine	\$500	\$1,500	\$2,500	\$4,000	\$6,000	\$8,000	\$10,000

195 (d) Self-Reported Violations. The director or designee may reduce or
196 waive the surface water fine for persons who immediately self-report
197 violations to the city at 425-587-3900.

198 (e) Assessment of Fines.

199 (1) Fines. The director or designee shall assess the surface water
200 fine against any responsible party in a written notice that sets forth
201 the nature of the violation and the determination of the amount of the
202 fine. The director or designee may elect not to seek surface water
203 fines if he or she finds that rare and unique circumstances do not
204 warrant imposition of fines.

205 (2) Repeat Violations. Where the city finds a repeat violation of
206 Chapter 15.52 has occurred pursuant to Section 1.12.020(l), the fine
207 for the repeat violation shall be determined by multiplying the surface
208 water fine amount in Table 2 by the number of violations. For
209 example, the fine for second time violators is multiplied by two, and
210 the fine for third time violators is multiplied by three, and so on.

211 (f) Corrective Action and Summary Abatement. In addition to
212 surface water fines, the city may require the responsible party to take
213 corrective action to cease violating Chapter 15.52, including, but not
214 limited to, requiring the responsible party to fully remove pollutants
215 from private storm system(s) which enter into the municipal storm
216 system. In the event the responsible party fails to take necessary
217 corrective action in a timely fashion, the city may take summary
218 abatement action in accordance with Section 1.12.060(b).

219 (g) Cost Recovery. The director or designee shall assess costs
220 associated with cleaning or restoring the municipal storm drain system
221 against any responsible party in a written notice that sets forth the
222 nature of the violation and the determination of the amount. The
223 director or designee may elect not to seek costs if he or she finds that
224 unique circumstances do not warrant such collection.

225 (h) Real Property Owner Liability. Where a violation of Chapter
226 15.52 has occurred at least in part on private property, and when
227 more than one person is responsible for fines and/or costs under
228 subsection (d), (e) and/or (f) of this section, the director or designee
229 may determine that the owner of the real property where the violation
230 occurred shall be jointly and severally liable for all of the fines and/or
231 costs assessed against each person.

232 (i) Notice of Civil Violation and Hearing on Violation. The city may
233 issue a notice of civil violation to any responsible party who violates
234 Chapter 15.52 and who fails to pay surface water fines and/or costs of
235 recovery, and/or costs of abatement, and/or fails to take other
236 necessary corrective action. The hearing on the notice of civil violation
237 shall be held in accordance with Section 1.12.050.
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Section 3. Kirkland Municipal Code Title 15, chapter 15.52 is amended as follows:

KMC Title 15, Water and Sewage, chapter 15.52 Storm-Water Drainage Surface Water Management

Section 4. 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 5. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2021.

Signed in authentication thereof this ____ day of _____, 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Approved as to Form:

Kevin Raymond, City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4756

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING SURFACE
WATER MANAGEMENT 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 Title 15, chapter
15.52.

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 _____, 2021.

I certify that the foregoing is a summary of Ordinance 4756
approved by the Kirkland City Council for summary publication.

Kathi Anderson, City Clerk



CITY OF KIRKLAND
City Attorney's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3030
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Stephanie Croll, Senior Assistant City Attorney

Date: March 29, 2021

Subject: EMERGENCY AMENDMENT TO THE ANIMAL CONTROL AUTHORITY CODE AND AMENDMENT TO THE RESOLUTION SETTING FORTH THE CITY'S ANIMAL CONTROL FEES AND CIVIL PENALTIES

RECOMMENDATIONS:

City Council adopt:

- (1) An ordinance amending provisions of the Animal Control Authority Code, KMC Chapter 8.09, to authorize the Animal Control Officer to issue tickets for Class 1 Infractions, which are non-traffic infractions, for any violation of the Code, in addition to or as an alternative to any other penalty allowed by the Code or law; and
- (2) A resolution amending **Exhibit A** to R-5262, to clarify the base penalties for certain common Class 1 infractions of the Animal Control Authority Code.

These recommendations are based upon an audit of Kirkland's Code by the Administrative Office of the Courts (AOC), and AOC's determination that the Code's authorization for "civil penalties" did not clearly identify the penalties as "infractions," which can be processed by the municipal court, and simple civil fines that may only be collected through civil measures, such as through a hearing examiner's hearing. These code changes are recommended so that all civil penalties for violation of the City's Animal Code can be processed through the municipal court. Further explanation is set forth below.

BACKGROUND DISCUSSION:

Prior to 2018, the City contracted with King County for animal control services. In 2017, over the course of several months, the City Council adopted ordinances setting up the City's own animal control authority, which became fully effective on January 1, 2018.

On August 2, 2017, Council adopted O-4591, O-4592, O-4593 and Res. 5262, which accomplished the following:

- O-4591 – Authorized Animal Control Officers and authorized the City Manager to enter into animal services contracts;

O-4592 – Adopted definitions and authorized Council to set pet licensing fees, fines and penalties and amend them via resolution;

O-4593 – Amended Parks Code to allow dogs to be off-leash in designated parks at designated times; and

R-5262 – Established pet licensing fees, fines and penalties.

On October 3, 2017, Council adopted O-4608 and O-4609, which accomplished the following:

O-4608 – Adopted by reference certain provisions of the Revised Code of Washington and the Washington Administrative Code with regard to animal care, control and services; and

O-4609 – Adopted regulations applicable to kennels, hobby kennels, catteries, hobby catteries, grooming services, pet shops and private animal placement permits (required for private fostering of animals).

On October 17, 2017, Council adopted O-4612, which accomplished the following:

O-4612 - Adopted the enforcement, penalties and procedures portion of the Code, providing that all violations of the Code are deemed public nuisances; also that unless otherwise stated, all violations of the chapter are misdemeanors; and that in addition to other penalties provided by the City Code or any law (including criminal charges and penalties), the animal control officer could impose a "civil penalty" of up to \$1,000.

The language in this ordinance is the primary area where the AOC is requiring clarification language to change "penalty" to "infraction" for the municipal court to process non-traffic, non-criminal infractions related to animal control.

On November 8, 2017, Council adopted O-4614, which accomplished the following:

O-4614 - Adopted regulations regarding nuisances, orders to abate nuisances, and appeal procedures. Also adopted regulations making cruelty to animals a criminal offense, and defining procedures regarding vicious animals, dangerous dogs, and potentially dangerous dogs.

On November 21, 2017, Council adopted O-4622, which accomplished the following:

O-4622 - Adopted regulations requiring (i) animals to be on leashes, (ii) rabies vaccinations, (iii) persons to report any animal bites, and (iv) persons to pick up animal waste.

Current issue with processing civil fines in municipal court:

Until recently, the animal control officer has been issuing tickets for civil penalties consistent with R-5262, such as a \$25 ticket for a first time off-leash violation. These tickets were processed through the Kirkland Municipal Court. Recently, however, the City's tickets for civil penalties under the animal code have been rejected by the Administrative Office of the Courts.

The Administrative Office of the Courts (AOC) provides support for most all Washington courts through a wide range of services intended to promote the efficient administration of justice. AOC operates under the direction of the Chief Justice of the Supreme Court and management from the State Court Administrator. AOC provides many services, including maintenance of the Judicial Information System.

The Judicial Information System (JIS) is the primary information system for courts in Washington. It provides case management automation to appellate, superior, limited jurisdiction and juvenile courts. Its stated two-fold purpose is: (1) to automate and support the daily operations of the courts, and (2) to maintain a statewide network connecting the courts and partner criminal justice agencies to the JIS database. It serves as a statewide clearinghouse for criminal history information, domestic violence protection orders and outstanding warrants. The benefits are the reduction of the overall cost of automation and access to accurate statewide history information for criminal, domestic violence, and protection order history.

For the Kirkland Municipal Court Administrator to process the City's civil penalty tickets issued under the Animal Code, they must be entered into JIS. To date they have been entered as "non-traffic infractions," and JIS has accepted and processed them as such in the past.

Recently, however, the AOC did an audit of almost every community's local codes in JIS and end-effective dated some of them, including the City's Animal Control Authority Code. AOC did this without the City's knowledge. When the City's Court Administrator requested that the City's Animal Control Authority Code be reentered into JIS she was informed that AOC had audited and reviewed Kirkland's Animal Code and determined that it was unclear whether tickets issued for civil penalties, such as off-leash violations, were being charged as Class 1 civil infractions pursuant to RCW 7.80.120. AOC further informed the City that only civil penalties charged as civil infractions could be processed through the municipal court. Although the City had previously adopted RCW 7.80.120 per KMC 11.12.040, it had not linked the civil infraction code to our Animal Code, Ch. 8.09 KMC.

The City Council, in adopting the various ordinances that make up the Animal Code, had previously determined that tickets for civil penalties should be processed through the municipal court, not in a civil manner, such as through the hearing examiner system. Although AOC has allowed the City to do this in the past, that has now changed. Until the City clarifies its Code with regard to civil penalties, AOC will not allow any further tickets to be entered into JIS and the City's tickets cannot be processed. Currently, the Court Administrator at the municipal court indicates that approximately ten (10) tickets cannot currently be processed through JIS.

The following KMCs need to be amended in order to provide the clarification required by AOC:

- 8.09.150 – License fees and penalties. **(O-4592)**
- 8.09.310 – Violations – Deemed nuisance – Abatement. **(O-4612)**
- 8.09.320 – Violations – Misdemeanor – Penalty. **(O-4612)**
- 8.09.330 – Violations – Civil penalty. **(O-4612)**
- 8.09.400 – Public nuisances defined. **(O-4614)**
- 8.09.490 – Civil penalty and abatement costs – Liability of owner. **(O-4614)**
- 8.09.492 – Costs of enforcement action. **(O-4614)**
- 8.09.500 – Dogs – Leash requirement – Exceptions. **(O-4622)**
- 8.09.508 – Animal waste – Removal required. **(O-4622)**

Current issue with amount of civil penalties assessed by the Animal Control Officer:

A separate issue has also come to light as a result of AOC's recent audit. As a matter of state law, for every ticket written and processed through the Washington court system, additional fees are assessed, such as a public safety and education assessment (PSEA). The PSEAs are described in [RCW 3.62.090](#). PSEAs are in addition to any other fines, penalties, or forfeitures and must be imposed and collected by all courts organized under Title [35](#) RCW on anything other than parking infractions.

In JIS, PSEAs are included in the amount designated to go to the "State General Fund." This amount is 105% of the base penalty. For instance, if the City determines that a civil fine of \$50 should apply to a certain violation of the Animal Code and a ticket is written for \$50, then the breakdown is as follows:

Base Civil Penalty: \$24.00 (this amount, less some additional fees, goes to the City)
State General Fund: \$26.00
Total: \$50.00

Generally, this breakdown can also be visualized as follows: approximately 48% of the total fee goes to the City and approximately 52% goes to the State. Thus, if, for instance, the City wants to collect approximately \$50, then the ticket would have to be written for a total of \$103:

Base Civil Penalty: \$50.00 (this amount, less some additional fees, goes to the City)
State General Fund: \$53.00
Total: \$103.00

At this time, staff is not proposing to change the amount of the civil penalties assessed for certain violations of the Animal Code, such as \$25 for a first-time violation of the leash requirement. Council can view our codes and fees on Ex. A to the amended resolution, attached. These fees were originally set as deterrents, to help catch the public's attention and educate them about the rules regarding pets in Kirkland, not as revenue. If, however, Council would like to revisit the amount of fees on Ex. A, staff can bring this issue back to them.

Conclusion

Amend Ordinances – The Ordinance proposing amendments to some of the original Animal Code ordinances clarifies that civil violations of the Code are deemed Class 1 Civil Infractions (non-traffic infractions) that should be processed through the municipal court. The proposed amendments to the above-listed codes will address AOC's concerns and allow the City's Class 1 Civil Infraction tickets to be easily processed in the future.

Amend Exhibit A to Prior Resolution - The proposed amendments to Exhibit A of R-5262 clarify which violations are subject to a Class 1 Civil Infraction per RCW 7.80.120, and adjusts the maximum fines and penalties per the maximums allowed under RCW 7.80.120. Should the Council wish to change the violation amounts assessed, staff can bring this issue back.

Attachments: Draft Amended Exhibit A
Ordinance and Publication Summary
Resolution and Exhibit A to Resolution

EXHIBIT A

FIRST AMENDED
KIRKLAND POLICE DEPARTMENT
ANIMAL CONTROL AUTHORITY
PET LICENSE FEES AND PENALTIES SCHEDULE

I. Pet License fees and penalties.

A. The following animal license and registration fees apply:

- | | |
|---|--|
| 1. Pet license - dog or cat | |
| a. Unaltered | \$60.00 |
| b. Altered | \$30.00 |
| 2. Juvenile pet license – dog or cat | \$15.00 |
| 3. Discounted pet license – dog or cat | \$15.00 |
| 4. Replacement tag | \$5.00 |
| 5. Exotic pet | |
| a. New | \$500.00 |
| b. Renewal | \$250.00 |
| 6. Service animal/Guide Dogs | no charge |
| 7. K-9 police dog | no charge |
| 8. The following late fees shall apply to license renewal applications: | |
| a. received 45 to 90 days following license expiration | \$15.00 |
| b. received 90 to 135 days following license expiration | \$20.00 |
| c. received more than 135 days following license expiration | \$30.00 |
| d. received more than 365 days following license expiration | \$30.00 |
| | plus license fee(s) for any
years(s) the pet was unlicensed |

B. The following business and activity permit fees apply:

- | | |
|--|-----------|
| 1. Hobby cattery | \$50.00 |
| 2. Hobby kennel | \$50.00 |
| 3. Combined hobby kennel and hobby cattery license | \$75.00 |
| 4. Private animal placement permit | no charge |

II. Class 1 civil infractions.

CA. The following ~~civil penalties shall be assessed~~ violations are Class 1 civil infractions, non-traffic, and shall be assessed the following penalties:

- | | |
|--|--|
| 1. Civil penalties infractions: General | |
| a. No previous similar code violation within one year | \$50.00 |
| b. One previous similar code violation within one year | \$100.00 |
| c. Two or more similar code violations within one year | Double the rate of
the previous penalty,
up to a maximum of
\$1,000.00 <u>\$250.00</u> |

2. Civil penalties <u>infractions</u> : Vicious animal or animal cruelty violations	
a. First violation within one year	\$500.00 <u>\$250.00</u>
b. Subsequent violations within one year	\$1,000.00 <u>\$250.00</u>
3. Civil penalties <u>infractions</u> : Dog leash law violations	
a. First violation within one year	\$25.00
b. Additional violations within one year	\$50.00
4. Civil penalties <u>infractions</u> : Animal abandonment	\$500.00 <u>\$250.00</u>
5. Civil penalties <u>infractions</u> : Unlicensed cat or dog	
a. Altered cat or dog	\$125.00
b. Unaltered cat or dog	\$250.00

III. Costs and fees recoverable.

DA. The following service fees apply

1. Impound or redemption of pet from City of Kirkland	
a. First impound within one year	\$45.00
b. Second impound within one year	\$85.00
c. Third impound within one year	\$125.00
2. All other services	Costs Incurred

ORDINANCE O-4757

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING CHAPTER 8.09 OF THE KIRKLAND MUNICIPAL CODE ENTITLED "ANIMAL CONTROL AUTHORITY" TO CLARIFY THAT CERTAIN VIOLATIONS OF THE CODE ARE NON-TRAFFIC CIVIL INFRACTIONS; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

1 WHEREAS, effective January 1, 2018, the City adopted by
2 various ordinances all of the codes, regulations, facilities,
3 equipment, employees, and contracts necessary to provide the
4 City with its own animal control services via the Animal Control
5 Authority Code, codified at KMC Ch. 8.09; and
6

7 WHEREAS, the Animal Code provided that certain code
8 violations were subject to criminal charges and certain code
9 violations were subject to civil penalties. But the Animal Code also
10 stated that all violations of the code were misdemeanors unless
11 stated otherwise; that all violations of the code were deemed
12 public nuisances; and that all violations of the code could, in
13 addition to other penalties, also be subject to a civil fine.
14 Generally, the Animal Control Officer was given authority on how
15 to charge a violation and whether or not to assess a civil fine; and
16

17 WHEREAS, the Administrative Office of the Courts ("AOC")
18 provides many services to the Kirkland Municipal Court and other
19 state-wide courts, including provision and management of the
20 Judicial Information System ("JIS"). JIS provides case
21 management automation to all levels of Washington courts,
22 including an automated system to support the daily operations of
23 the Kirkland Municipal Court, such as the processing of tickets;
24 and
25

26 WHEREAS, the City's Animal Control Officer has been
27 writing tickets for civil violations of the Animal Code and
28 submitting them to the municipal court for processing. These
29 tickets have been processed by AOC in the past as non-traffic civil
30 infractions; and
31

32 WHEREAS, the AOC recently audited the local codes in the
33 JIS system and discovered some inconsistencies with the City's
34 Animal Code. JIS will no longer process the City's civil tickets for
35 Animal Code violations until the Animal Code is changed to more
36 clearly state that such violations are charged as Class 1 civil
37 infractions as described in RCW 7.80.120, and as previously
38 adopted by the City at KMC 11.12.040; and
39

40 WHEREAS, the City Council wishes to make the changes to
41 the Animal Code suggested by the AOC as soon as possible so

42 that the civil infraction tickets already written and submitted to
 43 the Court may be processed expeditiously, and so that there is no
 44 confusion with the civil infraction tickets issued by the Animal
 45 Control Officer going forward.

46
 47 NOW, THEREFORE, the City Council of the City of Kirkland
 48 do ordain as follows:

49
 50 Section 1. Section 8.09.150 of the Kirkland Municipal Code
 51 is amended to read as follows:

52
 53 **8.09.150 License fees and penalties fines for Class 1 civil**
 54 **infractions of this code.**

55 After establishing initial fees and penalties fines for Class 1 civil
 56 infractions of this code by resolution, unless otherwise designated,
 57 subsequent pet license fees and animal control fees and fines for
 58 Class 1 civil infractions of this code shall be set by resolution of
 59 the city council as deemed necessary part of the biennial budget
 60 process. This provision does not affect the discretion of the Animal
 61 Control Officer to assess a fine of up to two hundred and fifty
 62 dollars per violation for any Class 1 civil infractions, as set forth in
 63 KMC 8.09.330.

64
 65 Section 2. Section 8.09.310 of the Kirkland Municipal Code
 66 is hereby repealed.

67
 68 Section 3. Section 8.09.320 of the Kirkland Municipal Code
 69 is hereby repealed.

70
 71 Section 4. Section 8.09.330 of the Kirkland Municipal Code
 72 is amended to read as follows:

73
 74 **8.09.330 Violations—Civil penalty Class 1 Civil Infraction.**

75 a. In addition to or as an alternative to any other penalty
 76 provided in this chapter or by law, any person whose animal is
 77 maintained in violation who violates any provision of this chapter
 78 shall be charged with a Class 1 Civil Infraction per RCW 7.08.120
 79 and KMC 11.12.040, incur a civil penalty in an amount not to
 80 exceed one thousand two hundred and fifty dollars per violation
 81 to be directly assessed by the animal control officer, except for
 82 those circumstances provided in RCW 7.08.120, plus statutory
 83 assessments and billable costs of the city. Each day, location,
 84 violator, and incident shall constitute a separate civil infraction.
 85 The officer, in a reasonable manner, may vary the amount of the
 86 penalty assessed to consider the appropriateness of the penalty
 87 to the nature and type of violation; the gravity of the violation;
 88 the number of past and present violations committed and the
 89 good faith of the violator in attempting to achieve compliance with
 90 prescribed requirements or after notification of a violation.

91
 92 b. Once the notice of infraction has been filed with the
 93 municipal court, it shall be sent in the normal course to the animal
 94 owner(s) and/or to other person(s) causing or allowing or

95 participating in the violation, and thereafter processed for court
96 proceedings in accordance with applicable rules and regulations.

97
98 Section 5. Section 8.09.400 of the Kirkland Municipal Code
99 is amended to read as follows:

100

101

8.09.400 Violations — Public nuisances defined.

102

103

104

105

All violations of this chapter are detrimental to the public
health, safety, and welfare and are deemed public nuisances.
Violations of this chapter include, but are not limited to, the
following:

106

107

108

(1) Any public nuisance relating to animal care and control
known at common law or in equity jurisprudence, including, but
not limited to, cruelty to animals;

109

110

111

(2) Animals running in packs;

(3) A dog running at large within the city;

112

113

114

115

116

117

(4) Any domesticated animal that enters any place where
food is stored, prepared, served or sold to the public, or any other
public building or hall. Provided, this subsection shall not apply to
any person using a trained and registered service animal, to
veterinary offices or hospitals, or to animal shows, exhibitions or
organized dog-training classes, or to places where the owner or
proprietor expressly allows the presence of certain animals;

118

119

120

121

(5) Any domesticated animal that habitually snaps, growls,
snarls, jumps at, jumps upon or otherwise threatens persons
lawfully using the public sidewalks, streets, alleys or other public
ways;

122

123

124

125

126

127

(6) Any animal that has exhibited vicious propensities and
constitutes a danger to the safety of persons or property off the
animal's premises or lawfully on the animal's premises. In addition
to other remedies and penalties, the provisions of this chapter
relating to dangerous dogs, potentially dangerous dogs, and
vicious animals shall apply;

128

129

130

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134

(7) Any vicious animal or animal with vicious propensities
that runs at large at any time off the owner's premises not
securely leashed on a line or confined and in the control of a
person of suitable age and discretion to control or restrain the
animal. In addition to other remedies and penalties, the provisions
of this chapter relating to dangerous dogs, potentially dangerous
dogs, and vicious animals shall apply;

135

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141

(8) Any domesticated animal that howls, yelps, whines,
barks or makes other oral noises, in such a manner as to disturb
any person or neighborhood to an unreasonable degree, taken to
be continuous noise for a period of ten or more minutes or
intermittent noise that totals a period of twenty or more minutes,
except that such sounds made indoors in animal shelters or in
commercial kennels duly licensed shall be exempt;

142

143

144

145

146

147

(9) Any domesticated animal that enters upon a person's
property without the permission of that person;

(10) Animals harbored, kept or maintained and known to
have a contagious disease, unless under the treatment of a
licensed veterinarian.

148 Section 6. Section 8.09.490 of the Kirkland Municipal Code
149 is hereby repealed.

150
151 Section 7. Section 8.09.492 of the Kirkland Municipal Code
152 is hereby repealed.

153
154 Section 8. Section 8.09.500 of the Kirkland Municipal Code
155 is amended to read as follows:

156
157 **8.09.500 Dogs—Leash requirement—Exceptions.**

158 All dogs within the city limits shall be required to be on a leash,
159 as defined in Section 8.09.120, when they are off the premises of
160 the property where they reside. Provided, dogs may lawfully be
161 off leash in areas that have been designated by the city of Kirkland
162 as "off-leash" areas. Furthermore, dogs may lawfully be off leash
163 while on another's private property if the private property owner
164 or occupier has given the dog's handler permission to let the dog
165 off leash. ~~Violation of this leash provision shall be deemed a public~~
166 ~~nuisance and may subject the dog's owner and/or handler to a~~
167 ~~civil penalty.~~

168
169 Section 9. Section 8.09.508 of the Kirkland Municipal Code
170 is amended to read as follows:

171
172 **8.09.508 Animal waste—Removal required.**

173 (a) It shall be unlawful for any person to:
174 (1) Allow animal feces to accumulate in any open private
175 area, run, pen, shelter, or yard where animals are harbored, kept,
176 or maintained, or fail to remove and properly dispose of animal
177 feces from such areas at least once every twenty-four hours, so
178 as to prevent polluted drainage waters from entering the surface
179 or storm water system of the city. A person who violates this
180 provision shall be guilty of a misdemeanor. Nothing in this
181 provision shall be construed as prohibiting the city from pursuing
182 civil enforcement for a violation of Section KMC 15.52.090(a)
183 pursuant to Chapter 1.12 KMC.

184 (2) Fail to remove fecal matter deposited by an animal under
185 his or her ownership or control on public property or the private
186 property of another before leaving the immediate area where the
187 fecal matter was deposited.

188 (3) Fail to have in his or her immediate possession an
189 appropriately sized bag, or other proper means of disposal, to be
190 used for the removal of animal feces when accompanying an
191 animal on public property or private property of another.

192 ~~(b) Violation of the provisions listed in subsections (a)(2)~~
193 ~~and (a)(3) of this section will subject the offender to a civil~~
194 ~~penalty.~~

195
196 Section 10. If any provision of this ordinance or its
197 application to any person or circumstance is held invalid, the
198 remainder of the ordinance or the application of the provision to
199 other persons or circumstances is not affected.

200

201 Section 11. The City Council hereby declares that an
 202 emergency exists pursuant to RCW 35A.13.190 necessitating that
 203 this ordinance take effect immediately upon passage. Publication
 204 shall be pursuant to Section 1.08.017, Kirkland Municipal Code in
 205 the summary for attached to the original of this ordinance and by
 206 this reference approved by the City Council.

207
 208 Passed by affirmative vote of at least five members of the
 209 Kirkland City Council in open meeting this ____ day of _____,
 210 2021.

211
 212 Signed in authentication thereof this ____ day of _____,
 213 2021.
 214

 Penny Sweet, Mayor

Attest:

 Kathi Anderson, City Clerk

Approved as to Form:

 Kevin Raymond, City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4757

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING CHAPTER 8.09 OF THE KIRKLAND MUNICIPAL CODE ENTITLED "ANIMAL CONTROL AUTHORITY" TO CLARIFY THAT CERTAIN VIOLATIONS OF THE CODE ARE NON-TRAFFIC CIVIL INFRACTIONS; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

SECTION 1. Amends Section 8.09.150 of the Kirkland Municipal Code related to license fees and fines for Class 1 civil infractions.

SECTIONS 2 - 3. Repeals Sections 8.09.310 and 8.09.320 of the Kirkland Municipal Code.

SECTION 4. Amends Section 8.09.330 of the Kirkland Municipal Code clarifying violations as a Class 1 civil infraction.

SECTION 5. Amends Section 8.09.400 of the Kirkland Municipal Code defining public nuisance violations.

SECTION 6. Amends Section 8.09.490 of the Kirkland Municipal Code related to liability of animal owner for civil penalty and abatement costs.

SECTION 7. Repeals Section 8.09.492 of the Kirkland Municipal Code.

SECTION 8. Amends Section 8.09.500 of the Kirkland Municipal Code related to the exceptions for dog leash requirements.

SECTION 9. Amends Section 8.09.508 of the Kirkland Municipal Code related to animal waste removal requirements.

SECTION 10. Provides a severability clause for the ordinance.

SECTION 11. Establishes that an emergency exists pursuant to RCW 35A.13.190 necessitating that the ordinance take effect immediately upon passage. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code.

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 _____, 2021.

I certify that the foregoing is a summary of Ordinance 4757 approved by the Kirkland City Council for summary publication.

Kathi Anderson, City Clerk

RESOLUTION R-5473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AMENDING EXHIBIT A TO R-5262 RELATED TO PET LICENSE FEES AND CIVIL PENALTIES APPLIED TO LOCAL ANIMAL SERVICES TO CLARIFY THAT CERTAIN ANIMAL CONTROL AUTHORITY CODE VIOLATIONS ARE CHARGED AS CLASS 1 CIVIL INFRACTIONS.

1 WHEREAS, The City Council has amended the Animal
2 Control Authority Code, chapter 8.09 KMC, via Ordinance O-4757
3 to clarify that civil penalties for violations of the Code are charged
4 as Class 1 civil infractions and processed through the Kirkland
5 Municipal Code; and
6

7 WHEREAS, The City Council previously adopted via Exhibit
8 A attached to R-5262 the base license fees and civil fines under
9 the Code; and
10

11 WHEREAS, Consistent with the new amendments to the
12 Code, Exhibit A to R-5262 must also be clarified to indicate that
13 civil penalties for violations of the Code are charged as Class 1
14 civil infractions.
15

16 Now, therefore, be it resolved by the City Council of the
17 City of Kirkland as follows:
18

19 Section 1. Exhibit A of Resolution R-5262 shall be replaced
20 by the "First Amended Exhibit A" attached hereto.
21

22 Passed by majority vote of the Kirkland City Council in open
23 meeting this ____ day of _____, 2021.
24

25 Signed in authentication thereof this ____ day of
26 _____, 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

EXHIBIT A
FIRST AMENDED
KIRKLAND POLICE DEPARTMENT
ANIMAL CONTROL AUTHORITY
PET LICENSE FEES AND PENALTIES SCHEDULE

I. Pet License fees and penalties.

A. The following animal license and registration fees apply:

- | | |
|---|--|
| 1. Pet license - dog or cat | |
| a. Unaltered | \$60.00 |
| b. Altered | \$30.00 |
| 2. Juvenile pet license – dog or cat | \$15.00 |
| 3. Discounted pet license – dog or cat | \$15.00 |
| 4. Replacement tag | \$5.00 |
| 5. Exotic pet | |
| a. New | \$500.00 |
| b. Renewal | \$250.00 |
| 6. Service animal/Guide Dogs | no charge |
| 7. K-9 police dog | no charge |
| 8. The following late fees shall apply to license renewal applications: | |
| a. received 45 to 90 days following license expiration | \$15.00 |
| b. received 90 to 135 days following license expiration | \$20.00 |
| c. received more than 135 days following license expiration | \$30.00 |
| d. received more than 365 days following license expiration | \$30.00 |
| | plus license fee(s) for any
years(s) the pet was unlicensed |

B. The following business and activity permit fees apply:

- | | |
|--|-----------|
| 1. Hobby cattery | \$50.00 |
| 2. Hobby kennel | \$50.00 |
| 3. Combined hobby kennel and hobby cattery license | \$75.00 |
| 4. Private animal placement permit | no charge |

II. Class 1 civil infractions.

A. The following violations are Class 1 civil infractions, non-traffic, and shall be assessed the following penalties:

- | | |
|--|---|
| 1. Civil infractions: General | |
| a. No previous similar code violation within one year | \$50.00 |
| b. One previous similar code violation within one year | \$100.00 |
| c. Two or more similar code violations within one year | Double the rate of
the previous penalty,
up to a maximum of
\$250.00 |

2. Civil infractions: Vicious animal or animal cruelty violations	
a. First violation within one year	\$250.00
b. Subsequent violations within one year	\$250.00
3. Civil infractions: Dog leash law violations	
a. First violation within one year	\$25.00
b. Additional violations within one year	\$50.00
4. Civil infractions: Animal abandonment	\$250.00
5. Civil infractions: Unlicensed cat or dog	
a. Altered cat or dog	\$125.00
b. Unaltered cat or dog	\$250.00

III. Costs and fees recoverable.

A. The following service fees apply	
1. Impound or redemption of pet from City of Kirkland	
a. First impound within one year	\$45.00
b. Second impound within one year	\$85.00
c. Third impound within one year	\$125.00
2. All other services	Costs Incurred



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kathi Anderson, City Clerk/Public Records Officer

Date: March 25, 2021

Subject: 2021 Board and Commission Interview Committee Selection

RECOMMENDATION:

That the City Council appoints three members by lot to this year's Council Board and Commission Interview Selection Committee.

BACKGROUND DISCUSSION:

Council adopted Resolution 4911 at their March 6, 2012 meeting which updated Council's procedures, reduced the maximum number of applicants to be interviewed per vacancy to three, and included the following:

Appointment Process

Upon receipt of applications, the Council will review the applications and reduce the number of applicants for interview to three applicants for each vacancy. For example, if there were two vacancies on a board or commission, the Council would reduce the pool of applicants to be considered to six. In cases where the number of applicants for interview require a reduction from the number that have applied, an ad hoc committee of the Council will be appointed by lot to review and recommend to the entire Council those to be interviewed for each board or commission and those recommended not to be interviewed.

Council further updated their Policies and Procedures with the passage of Resolution 5145 in September 2015. Chapter 8, relating to Board and Commission appointments, includes section 8.08, pertaining to Appointment/Reappointment, which states, in part, "All advisory board members completing their term who are interested in and eligible for reappointment may be reappointed by the City Council for a second term without an open competitive process." Council's interview selection committee will be provided input from the board chairs for consideration as to whether any such appointments without a competitive process should be recommended to the full Council.

Following the March 16, 2021 revisions to Council's Policies and Procedures incorporating updates with an emphasis on diversity and inclusion, staff has undertaken a review of applications and advertising language and has identified additional recruitment venues. The 2021 process will begin with a posting of upcoming vacancies in the latter half of the first week of April. Council will need to select by lot the three members of the selection committee. The selection committee will need to meet on April 30th or May 3rd and will forward their recommendations of three candidates per vacancy to the full Council for consideration at their May 4, 2021 meeting.

The full Council will then act to accept the recommendations, alter the recommendations, or add additional candidates to be interviewed for any of the positions.

Special meeting date(s) in late May will be scheduled to conduct interviews and make appointments for seats whose extended terms will end on May 31, 2021.



CITY OF KIRKLAND
Public Works Department
123 5th Avenue, Kirkland, WA 98033
425.587.3800- www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kim Scrivner, Transportation Planner
Joel Pfundt, Transportation Manager
Julie Underwood, Director of Public Works

Date: March 25, 2021

Subject: PARK LANE—CLOSURE TO VEHICLES

RECOMMENDATION:

Staff recommends that the Council provide guidance on two items related to the proposed closing of Park Lane to vehicles:

- The duration of closure—times of day and months of implementation; and
- The preferred mechanism for blocking the drive-lane to vehicles.

BACKGROUND DISCUSSION:

At its March 16, 2021 Council Meeting, the Council first discussed this item under its newly established Legislative Request Memoranda process as outlined in the Council Rules of Procedure. At that meeting, the Council directed staff to return to Council with additional information.

Closing Park Lane to vehicles reduces parking spaces but allows restaurants and merchants to expand their businesses further out into the sidewalk and streetscape, expanding their ability to seat customers and sell merchandise outside. This also provides more open space for pedestrians to remain more socially distant while enjoying the downtown atmosphere.

When Park Lane was closed to vehicles during the evenings last year from July to November, the City received many positive comments from the public who enjoyed the experience the street closure provided, stating that the atmosphere attracted more people to patronize downtown Kirkland. Some merchants expressed concern that if the parking was closed during the day their businesses could be impacted negatively, but that the evening-only closure would not have that same impact. Also, there is an impact to City staff and/or volunteers who opened and closed the street each day. That proved to be complicated on Sundays and holidays when City crews were not always available.

OPTIONS FOR STREET CLOSURE:**Duration of Street Closure to Vehicles (between Lake Street and Main Street)**

These options are for Council deliberation. Once the Council provides direction, staff will begin outreach to the public. Staffing to open and close the street could be a combination of volunteers and/or City staff.

OPTION 1. "Similar to last year." Close Park Lane May 1 to October 1 only during the evenings (beginning at 6pm) and all day during permitted special events downtown.

- If staff was needed, overtime would be required for Sundays and holidays. Estimated staff time cost would be \$9,280 (1 hour per day x 25 days per month at \$58 per hour + 1 hour per day x 5 overtime hour days at \$87 per hour) x 5 months.

OPTION 2. Close Park Lane from May 1 through October 1 on weekday evenings (beginning at 6pm) AND full-day closures on weekends and holidays.

- The Council could change the 6:00 p.m. closure time (that time was chosen last year as a compromise with retailers who did not want the parking restrictions);
- Full weekend and holiday closure would reduce City staff time and expense because overtime pay would not be required. Estimated staff time cost would be \$7,540 (1 hour per day x 20 days per month x \$58 per hour¹)

OPTION 3. Close Park Lane all day and evening every day from May 1 to October 1.

- The Council could choose to shorten or lengthen the May-October window, including to full permanent closure;
- Parking spaces would be eligible for "parklet" use (restaurant seating or retail use of vacant parking spaces);
- Staff time required would be low due to the one-time nature of set-up and take-down.

OPTION 4. No action.

- By application, parking spaces would be eligible to be reserved for parklet use (outdoor restaurant seating or expanded retail).

For options 1 and 2, additional signage would be needed for each parking space to ensure compliance with the daily parking restriction. The cost for these signs is about \$500.



¹ The hourly rates used in this staff report are fully-burdened, including the cost of benefits.

For options 1 through 3, the alley on the south side between Feast and Cactus that provides access to/from Washington Federal Bank would need to be closed. No additional cost would be incurred for the sign itself (one would be supplied from the Maintenance Center), but it would be required to be moved when Park Lane is open to vehicles.



Mechanism for Street Closure

All proposed alternatives for a means to physically close the street would be operated manually, which would require volunteers and/or City staff. An automated option would still require a person to ensure the street is clear of people and vehicles to ensure safety, so automated options are not recommended because the additional benefit would be minimal given the additional cost.

PERMANENT GATE

A gate installed at the west end of Park Lane would provide an opportunity for more extended closure of Park Lane, but also provides a simple method for closing the street daily. This alternative also provides an opportunity for the gate itself to serve as an art installation to compliment the aesthetic of Park Lane.



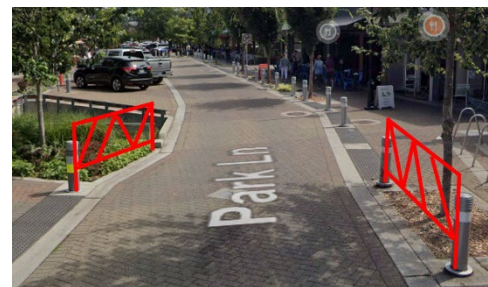
Installation

The installation would require design and permitting that would range from as low as \$50,000 but could escalate up to \$300,000 based on the following items:

- The permeable soil content under Park Lane;
- Location of proposed gate near tree wells;
- Potential conflicts with underground utilities.

Other Costs

- Procurement of gates: \$15,000 to \$20,000 for basic gates. Custom fabrication could elevate the cost significantly.
- Maintenance: Maintenance and any needed repair of the gates may need to be provided by a third party. The potential for the gates to become damaged is quite possible because the existing bollards have been hit by vehicles over time.



Additional Considerations

- The gates would be designed to serve as a kind of fence for landscaped areas when open; they would not obstruct pedestrian travel when open.
- Installation in 2021 likely would need to occur during the early summer.
- Staff and/or volunteers would be required to open and close the gates.

Staff Recommendation

This gate option would be preferable if the Park Lane closure to vehicles were to occur every year or periodically. Council may wish to discuss a budget maximum for this option, though some site and existing infrastructure information is unknown at this time. With a better-defined scope, followed by some design work, staff would be able to narrow down these costs.

- ▶ Total Costs: \$65,000 to \$300,000

MOVEABLE FENCE OR BARRIER

A movable fence or barrier would not require amending the surface of the street but would need some type of storage when Park Lane is open to vehicles. This option can accommodate both extended and temporary durations.

Costs

- Procurement: \$2,000 to \$8,000 based on type and quality of barrier selected
- Storage: \$300 per month for a storage pod, plus the loss of one parking stall in the Lake and Central lot for the storage pod

Additional considerations

- Some fences or barriers may be quite heavy, so using volunteers may or may not be feasible.
- Easy access to the storage unit would be required.



- ▶ Total Costs: \$3,500 - \$9,500

A-FRAME SIGNS (AS WERE USED LAST YEAR)

The A-frame signs used to close Park Lane last year worked well for the street closure, but storage was an issue and the reliance on volunteers was inconsistent.



Costs

- Use the same signs from last year. \$500 would fund additional signs needed for each parking stall sign if options 1 or 2 are chosen.
- A portable storage unit is recommended for this option or have City staff place the signs in areas along Park Lane when not in use if a storage pod is not used. The images below show where signs could be stored when the street is open to vehicles. Volunteers were not consistent with sign placement and storage, and signs were found scattered in inappropriate places last year.
 - Storage costs: 0 - \$1,500 for storage costs (recommend staff to place signs if stored on-site if not stored in a container)
 - Staff costs: 0 - \$9,280 based on duration and open/closure hours



Total Cost would depend on duration of street closure, staff time, and storage options. Recommendation is to either fund staff time to implement or designated storage if not both. Range from \$1500 - \$11,280

ADDITIONAL OPTION: BOLLARDS (not recommended)

- Repair or replacement of existing bollard is not a recommended option because of the following factors:
 - Bollard is not favored by fire department
 - Risk with getting hit by a car
 - A "Road Closed" sign would need to be attached, which would make it difficult to open and close the street daily

- Cost: The cost of using the bollards could range from \$1,000 to \$13,000. The lower range would cover the cost of inspecting them and ensuring they work properly and safely. The higher range would be to repair or replace them were they to become damaged.

ENGAGEMENT AND DECISION-MAKING PROCESS:

Once Council provides direction regarding the questions posed in this staff report, staff will begin an engagement process with the public to include the following:

- April 7: "Notice of Engagement" distributed and web page posted
- April 19: Virtual Community Meeting
- May 4 or May 18: Council Decision