



City of Bothell™

AGENDA

BOTHELL CITY COUNCIL MEETING

January 14, 2020

BOTHELL CITY HALL
18415 101st AVE NE
BOTHELL, WA 98011

MEMBERS OF THE CITY COUNCIL

Mayor Liam Olsen

Deputy Mayor Jeanne Zornes
Councilmember Davina Duerr
Councilmember James McNeal

Councilmember Tom Agnew
Councilmember Rosemary McAuliffe
Councilmember Mason Thompson

REGULAR SESSION – 6:00 PM

Call to Order

Pledge of Allegiance

1. Meeting Agenda Approval

During this item, the City Council may identify agenda items to be continued, withdrawn, or added.

2. Presentations, Reports, & Briefings

- A. City Manager Reports
- B. Council Committee Reports

3. Visitor Comment

During this item, the Mayor will invite visitor comment. Each speaker will be granted 3 minutes. When appropriate, the Mayor may direct City Staff to respond with statements of factual information or existing city policy.

4. Consent Agenda

All items under this section will be passed with a single motion and vote. These items are of a routine nature. Prior to approval, City Council may request items be withdrawn from the consent agenda for separate discussion. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with the staff recommendation.

Pgs. 5-26

- A. Approval of City Council Meeting Minutes: November 12, November 19, December 3, December 10, and December 17, 2019
Recommended Action: Approve the meeting minutes as presented.

5. Public Hearings

None at this time.

6. Executive Session/ Closed Session

Pursuant to the Washington Open Public Meetings Act, Title 42, Chapter 30, Revised Code of Washington, Sec. 42.30.110 (1), Executive Sessions or Closed Sessions may be held, under certain exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

A. Closed Session pursuant to RCW 42.30.140 (4)(a) Labor Negotiations with potential action.

7. Contracts and Agreements

Pgs. 27-68

A. AB # 20-003 – Consideration of Collective Bargaining Agreement (CBA) with AFSCME Council 2, Local 3845 for 2020-2022
Recommended Action: Allow the City Manager to execute the 2020-2022 Collective Bargaining Agreement with AFSCME Council 2, Local 3845.

8. Ordinances & Resolutions

Pgs. 69-76

A. AB # 20-004 - Consideration of an Ordinance to Amend Chapters 2.44 and 2.45 Expanding Membership of the Parks Board and Arts Commission to Include Youth Members
Recommended Action: Approve the Ordinance to amend Chapters 2.44 and 2.45, expanding membership of the Parks & Recreation Board and Bothell Arts Commission to include youth members.

9. Other Items

None at this time.

10. Study Session/Update/Discussion Items

Pgs. 77-100

A. AB # 20-005 – Study Session on Special Event Permit Process
Recommended Action: Provide staff with direction on Special Event Permit process updates.

Pgs. 101-112

B. AB # 20-006 – Consideration of Establishing a Multi-Family Tax Exemption Program.
Recommended Action: No formal action is required at this time. Council is asked to provide policy direction to staff to inform further development of the MFTE program.

11. Council Conversations

During this item, Council members have the opportunity to informally discuss topics of city interest.

12. Adjourn

CERTIFICATE

I hereby certify that the above agenda was posted on this the 9th day of January, 2020, by 5:00 P.M., on the official website and bulletin board at Bothell City Hall, 18415 101st Avenue NE, Bothell, WA, 98011, in accordance with RCW 42.30.077, at least 24 hours in advance of the published start time of the meeting.



Laura Hathaway, City Clerk

SPECIAL ACCOMODATIONS: The City of Bothell strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact the ADA Coordinator at (425) 806-6151 at least one day prior to the meeting.

Copies of agenda bills and attachments listed in this agenda may be obtained from the City Clerk's Office the Friday before the meeting.

Bothell City Council meetings are aired live on Bothell Community Television (BCTV) Channel 21/26 (Comcast/Verizon) (available to Comcast and Verizon Cable customers within Bothell City limits). Meetings are generally replayed according to the following schedule (subject to change): Wednesday following the meeting at 10 a.m.; Friday, Saturday and Sunday following the meeting at 10 a.m. and 7 p.m. City Council and Planning Commission meetings and the BCTV schedule are viewable online at www.bothellwa.gov

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City Council Regular Meeting Agenda
Tuesday, November 12, 2019
6:00 PM

Members of the City Council: Mayor Andy Rheume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen, Councilmember Jeanne Zornes

1. Call to Order, Roll Call, Pledge of Allegiance - Mayor Rheume called the meeting to order at 6:00 PM and led the Pledge of Allegiance. All Councilmembers present.

2. Meeting Agenda Approval

Councilmember Zornes pulled Consent Item # 19-183.

3. Public Engagement Opportunities

Mayor Rheume reviewed upcoming public engagement opportunities.

4. City Manager/Council Committee Reports

Councilmembers reported on internal and regional committees.

5. Visitor Comment

Bill Moritz – spoke regarding the bridge replacement and the detour of the trail at the Park of Bothell Landing. He submitted a map for the record.

John Sheller – spoke regarding the King County Library System joint venture with the Parks Dept. for Arts in the Parks.

6. Special Presentations

- a. Life Saving Award to Officer Louise Muro

Police Chief Ken Seuberlich presented this award to Officer Muro for her work in saving the life of a resident from a medical emergency.

7. Consent Agenda

- a. **Approval of the October 1, 2019 City Council Meeting Minutes**

Recommended Action: Approve the October 1, 2019 Meeting Minutes as presented.

- b. **AB # 19-180 – Interagency Agreement with the State of Washington, Washington State Patrol for Wildland Deployment and Reimbursement**

Recommended Action: Approve the renewal of the Interagency Agreement with the State of Washington, Washington State Patrol and direct the City Manager to execute the agreement as presented.

- c. **AB # 19-181 – Cable Franchise Transfer of Frontier Northwest to Northwest Fiber**
Recommended Action: Because state law does not allow passage of a franchise agreement on its first reading, staff recommends that Council receive this information and set this matter to November 19th for approval.
- d. **AB # 19-182 – Adoption of the 2019-2021 Legislative Agenda and Policy Manual**
Recommended Action: Adopt the Legislative Agenda and Policy Manual for 2019-2021 as revised.
- e. ~~**PULLED AB # 19-183 – Acceptance of King County Flood District Grant for 35th Ave Project**~~
~~Recommended Action: Authorize City Manager to enter into an Agreement, in substantially the same form, with the King County Flood District in the amount of \$275,000.~~
- f. **AB # 19-184 – Acceptance of WA State Department of Ecology Capacity Grant Funding**
Recommended Action: Authorize City Manager to enter into an Agreement, in substantially the same form, with the Washington State Department of Ecology in the amount of \$50,000.

MOTION: Deputy Mayor Duerr moved approval of the balance of the Consent Agenda. Councilmembers Agnew second. The motion carried 7-0.

PULLED ITEM: AB # 19-183 – Acceptance of King County Flood District Grant for 35th Ave Project

Recommended Action: Authorize City Manager to enter into an Agreement, in substantially the same form, with the King County Flood District in the amount of \$275,000.

Councilmember Zornes stated she pulled this item in order to highlight the good work of the department.

MOTION: Councilmember Zornes moved approval of AB 19-183 as presented. Mayor Rheame second. The motion carried 7-0.

8. Contracts

- a. **AB # 19-185 – Progressive Design-Build Agreement with BN Builders and Miller Hull Partnership for the Bothell Fire Station 42 and 45 Replacement Project**
Recommended Action: Authorize the City Manager to enter into Progressive Design Build Agreement with BN Builders/Miller Hull Partnership, in substantially the same form as attached, and in the amount not to exceed \$1,532,065.

Fleet and Facilities Manager Jeff Sperry presented and along with Krista Lutz of OAC Services, entertained Council questions.

MOTION: Councilmember Agnew moved approval of the recommended action. Councilmember McNeal second.

Councilmember Agnew spoke to his motion.

VOTE: The motion carried 7-0.

City Manager Jennifer Phillips acknowledged the Public Works Department, especially Mr. Sperry, for their work on this item.

9. Study Sessions

a. **AB # 19-186 – Study Session - Canyon Park Subarea Plan**

Recommended Action: No action is requested this evening; this is a Council briefing.

Senior Planner Bruce Blackburn presented and entertained Council questions. He outlined the proposed timeline and asked for feedback from Council.

Community Development Director Michael Kattermann added that the state funding is through June 2020 which is why staff is pushing the timeline so hard; it is taking this subarea from a business park to mixed-use.

b. **AB # 19-187 – Study Session - 2019 Parks, Recreation and Open Space (PROS) Plan**

Recommended Action: No action is requested this evening; however, Council is asked to receive the report and provide direction to the staff on their goals for the update to the Parks, Recreation and Open Space (PROS) Plan.

Grants Manager Tracey Perkosky presented and entertained Council questions. She reviewed the existing program, community engagement results, and asked for Council direction in 2 specific areas: System Gaps and Capital Project Planning.

10. Council Conversations

Councilmember Olson brought up the 2020 planning session meeting and discussion ensued regarding the format. Mayor Rheaume stated the City of Brier as asked permission to be the representative member to the Snohomish County Board of Health for 2020. Councilmember McNeal stated that he plans to attend the Inglemoor High School class as requested in their letters. Deputy Mayor Duerr discussed her experience attending the class. Councilmember McNeal stated the Northshore Parks & Recreation Service Area Proposition 1 Levy has passed and a celebration will be held on November 20th.

Council adjourned to Closed Session at 8:33 PM expected to last 30 minutes with no action to discuss the following:

11. Closed Session

a. **Labor Negotiations pursuant to RCW 42.30.140 (4)**

At 9:00 PM council extended the closed session for an additional 10 minutes until 9:10 PM.

12. Adjourn – Council adjourned at 9:10 PM.

Submitted for Approval on January 14, 2020

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City Council Regular Meeting Agenda
Tuesday, November 19, 2019
6:00 PM

Members of the City Council: Mayor Andy Rheume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen, Councilmember Jeanne Zornes

1. Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheume called the meeting to order at 6:00 PM and led the Pledge of Allegiance. All Councilmembers present with the exception of Councilmember Zornes who was absent and excused.

2. Meeting Agenda Approval

Deputy Mayor Duerr pulled Consent AB #19-191.

Councilmember Olsen pulled Consent AB #19-193.

Mayor Rheume took a moment of privilege to read a statement to Council regarding transparency, trust, inclusiveness, respect and service to the community.

3. Public Engagement Opportunities

Mayor Rheume reviewed upcoming Public Engagement Opportunities

4. Staff Briefings

a. Safety Committee Update – Katy Thelan /Jesse Ott

Safety Manager Katy Thelan and Chair of the Safety Committee Jesse Ott presented an update on the program and activities.

b. Utility Billing Update

Information Services Analyst David Bickel presented an overview on the online Utility Billing system and entertained Council questions.

5. City Manager/Council Committee Reports

Deputy Mayor Duerr provided a Transportation Improvement Policy Board update stating they are focusing on how to handle the impacts of the passage of I-976. She stated that transportation options for special needs customers will be hit hard.

Councilmember McNeal provided a Sound Cities Association PIC update, stating that discussions were held regarding the King Conservation District rates and charges, the waste export feasibility study, and the ILA/PDA between King County & the City of Seattle which forms a governance regarding homelessness. He asked Council to think about supporting or not supporting. He stated

the Northshore Parks & Recreation Service Area (NPRSA) will be holding a celebration on November 20th.

Councilmember McAuliffe attended the Parks & Recreation Board meeting and reported their discussion regarding the outcomes of the Parks survey.

6. Visitor Comment

Kanal Sinha – spoke regarding the Plastic Bag Ordinance
Holly Chisa – spoke regarding the Plastic Bag ordinance
Catherine Holm – spoke regarding the Plastic Bag Ordinance
Courtney Kaylor – spoke regarding the Settlement Agreement with SCG (item 7)
William Root – spoke regarding the Book Sale at the Library
Heather Trim – spoke regarding the Plastic Bag Ordinance
Stephan Classen – spoke regarding the Plastic Bag Ordinance

7. Executive Session

Council adjourned to Executive Session at 6:48 PM to discuss the following for 15 minutes (7:10 PM) with action expected.

- a. Litigation pursuant to RCW 42.30.110(1)(i) – Action Expected
- b. **AB # 19-188 - Settlement Agreement, Access Easement Agreement, and Maintenance Covenant with SCG North Creek Place LLC (SCG) related to 120th Ave NE flooding and Parr Creek channel maintenance**
Recommended Action: Authorize the City Manager to enter into the above referenced agreements to conclude all outstanding litigation with SCG and move forward toward restoration of the channel to prevent future flooding of 120th Ave NE.

Council reconvened to regular session at 7:10 PM

City Attorney Paul Byrne presented the item.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember Agnew second.

Discussion: Deputy Mayor Duerr spoke to the motion.

VOTE: The motion carried 6-0; Councilmember Zornes absent and excused.

8. Consent Agenda

- a. **AB # 19-189 – September 1-30, 2019 Payroll and Benefit Transactions**
Recommended Action: Approve payroll direct deposit transactions #2000126594 - #2000127337 in the amount of \$2,011,494.75; payroll and benefit checks #38791 - #38849 plus wire benefit payments #637 - #645 in the amount of \$2,395,680.66 for September 1, 2019 – September 30, 2019 payroll that were approved and paid by the City Auditor.

b. **AB # 19-190 – October 1-31, 2019 Vouchers**

Recommended Action: Approve the following October 1 – 31, 2019 vouchers totaling \$4,695,473.01 that were approved and paid by the City Auditor.

- Wire No.423,424,246,427,and 637
- Check No 210046 - 210543

c. ~~PULLED – AB # 19-191 – Resolution Adopting 2020 User Fees~~

~~Recommended Action: Approve the proposed Resolution adopting user fees for 2020.~~

d. ~~PULLED – AB # 19-192 – Construction Contract with Thomco Construction for NE 188th Street Non-motorized Improvement Project~~

~~Recommended Action: Authorize the City Manager to enter into a construction contract with Thomco Construction, Inc., in substantially the same form as presented in the amount of \$1,954,054, for construction of the NE 188th Street Non-Motorized Improvements project.~~

e. **AB # 19-193 – Supplement No. 5 for Construction Engineering Services – Non-motorized Bridge at Park at Bothell Landing**

Recommended Action: Authorize the City Manager to enter into Supplemental Agreement No. 5, in substantially the same form as presented, with Jacobs Engineering, Inc. in the amount of \$50,481 for construction engineering services for the Non-Motorized Bridge at the Park at Bothell Landing project.

f. **AB #19-194 – Change Order No. 2 – 2018 Water Main Replacement**

Recommended Action: Authorize the City Manager to approve Contract Change Order No.2 with Shoreline Construction Inc., in the amount of \$196,312.06 for the 2018 Water Main Replacement Project.

g. **AB #19-195 – Ordinance adopting Housekeeping Code Amendments**

Recommended Action: Adopt the recommended 2019 Housekeeping Code Amendment addendum in the proposed ordinance.

h. **AB # 19-196 – 3rd Quarter Update on Council Goals**

Recommended Action: No action is requested at this time.

i. **AB # 19-197 – Approval of Frontier Cable Franchise Agreement**

Recommended Action: Approve the Ordinance extending the franchise and consenting to the transfer.

MOTION: Deputy Mayor Duerr moved approval of the balance of the consent agenda. Councilmember Agnew second. The motion carried 6-0; Councilmember Zornes absent and excused.

PULLED - AB # 19-191 – Resolution Adopting 2020 User Fees

Recommended Action: Approve the proposed Resolution adopting user fees for 2020.

Deputy Mayor Duerr stated she pulled this item top goal sustainability and asked staff if they would consider waiving the Solar Photovoltaic Power Systems Fee. Discussion ensued.

MOTION: Deputy Mayor Duerr moved approval of the recommended action with the exception of waiving the Solar Photovoltaic Power Systems Fee. Councilmember Agnew second.

VOTE: The motion failed 3-2-1; Councilmember McAuliffe abstained and Councilmember Zornes absent and excused.

MOTION – Councilmember McNeal moved approval of the recommended action. Councilmember Agnew second. The motion passed 5-0-1; Councilmember McAuliffe abstained and Councilmember Zornes absent and excused.

PULLED - AB # 19-192 – Construction Contract with Thomco Construction for NE 188th Street Non-motorized Improvement Project

Recommended Action: Authorize the City Manager to enter into a construction contract with Thomco Construction, Inc., in substantially the same form as presented in the amount of \$1,954,054, for construction of the NE 188th Street Non-Motorized Improvements project.

Councilmember Olsen pulled this item to recuse himself as he works for this company.

MOTION: Councilmember Agnew moved approval as of the recommended action. Councilmember McNeal second. The motion passed 5-0; Councilmember Olsen recused and Councilmember Zornes absent and excused.

9. Public Hearings

a. **AB # 19-198 – School Impact Fees for Northshore School District**

Recommended Action: Continue the public hearing to the December 3, 2019 City Council meeting and defer consideration or adoption of the proposed ordinance (Attachment 2) until that time.

Mayor Rheume opened the Public Hearing at 7:18 PM.

Mayor Rheume stated the Northshore School Board Representative was unable to attend and asked Council to continue the item to 12/3/2019.

One person was signed up to speak but said they were fine coming back on December 3rd. No other public comment received.

MOTION: Moved by Councilmember Agnew to continue the Public Hearing to 12/3/2019. Councilmember McNeal second. The motion carried 6-0; Councilmember Zornes absent and excused.

b. **AB # 19-199 – King/Snohomish County Property Tax Levy Ordinance**

Recommended Action: Adopt the City's 2020 property tax levy as proposed, for King and Snohomish Counties.

Mayor Rheume opened the Public Hearing at 7:21 PM.

Deputy Finance Director Maureen Schols presented and entertained Council questions.

No public comment received.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember

Agnew second. The motion carried 6-0; Councilmember Zornes absent and excused.

c. **AB # 19-200 – Ordinance Establishing the EMS Levy in the Snohomish County Portion of Bothell for 2020**

Recommended Action: Adopt the City's 2020 property tax levy as proposed for Snohomish County.

Council adjourned the Bothell City Council and convened the meeting of the Snohomish Emergency Medical Services (EMS) Board at 7:32 PM.

Board Chair Rheume opened the Public Hearing at 7:33 PM

Deputy Finance Director Maureen Schols presented and entertained questions.

No public comment received.

MOTION: EMS Boardmember Agnew moved approval of the recommended action. EMS Boardmember McAuliffe second. The motion carried 6-0; EMS Boardmember Zornes absent and excused.

Council adjourned the EMS Board and reconvened to the Bothell City Council at 7:41 PM.

d. **AB # 19-201 – Public Hearing – Wireless Communications Code Amendments**

Recommended Action: Adopt the proposed ordinance (Attachment 1) amending BMC Title 11, Administration of Development Regulations; and amending BMC chapter 12.11, including regulations for small wireless facilities and wireless communications facilities.

Mayor Rheume opened the Public Hearing at 7:42 PM.

Elana Zana, outside Counsel with Ogden Murphy Wallace, presented and entertained Council questions.

Public Comment received by:

Devendra Maharaj – Verizon Wireless
Greggory Bush – Wireless Policy Group

Discussion ensued.

MOTION: Deputy Mayor Duerr moved approval of the recommended action with the following amendments:

Section 12-11-220 (A)(8) amended to state drawings show all improvements within 150 feet of each pole.

Adding language in same section to state: Where another party is responsible for installing such electric and fiber utilities, conduits, cables and related improvements, applicant's construction drawings will include such utilities to the extent known at the time of application, but at a minimum applicant must indicate how it expects to obtain fiber (if applicable) and electric service to the small wireless facility.

Section 12.11.070 (c) (4) amended to add language under setbacks. Section reads as follows:

Setbacks: Monopole support structures and equipment enclosures shall be constructed with a setback equal to the height of the tower, or the lowest engineered break point, if the tower is designed with break point engineering from any exclusively residentially zoned property, including the SSHO and MHP overlay zones.

Mayor Rheume second. Discussion ensued. The motion carried 6-0; Councilmember Zornes absent and excused.

10. New Business

a. **AB # 19-202 – Single Use Plastic Carryout Bag Restriction Ordinance**

Recommended Action: Adopt the ordinance adopting a new chapter, Chapter 8.75, to the Bothell Municipal Code to restrict the use and sale of single-use plastic carryout bags.

Sustainability Coordinator Emily Warnick presented and entertained Council questions. She stated if approved, the ordinance would take effect on April 22, 2020 in order to coincide with Earth Day as well as give staff time to educate the public.

Ms. Warnick reviewed the types of bags that would be banned.

Deputy Mayor Duerr entered into the record 400 signatures approving of the ban.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember McNeal second. The motion carried 6-0; Councilmember Zornes absent and excused.

11. Council Conversations

Council conversed on various topics including a recent visit to City Hall by the Girl Scouts and the passage of the NPRSA Proposition 1 Levy.

12. Adjourn

Mayor Rheume adjourned the meeting at 8:53 PM.

Submitted for approval on January 14, 2020.

City Council Regular Meeting Minutes
Tuesday, December 3, 2019
6:00 PM

Members of the City Council: Mayor Andy Rheume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen, Councilmember Jeanne Zornes

1. Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheume called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

All Councilmembers were present.

2. Meeting Agenda Approval

The meeting agenda was approved as presented.

3. Public Engagement Opportunities

Mayor Rheume reviewed upcoming public engagement opportunities.

4. Special Presentation

- a. Superior Court Judge George F. Appel performed the Ceremonial Swearing-In of Judge Mara J. Rozzano

5. Staff Briefing

- a. Parks and Recreation Department staff Scott Purdy, Jessie Ott, and Aaron Milner presented the Sustainable Practices in Parks Operations and entertained Council questions.

6. City Manager/Council Committee Reports

There were no reports.

7. Visitor Comment

Susan Gardner - spoke regarding the crosswalk on Main Street.

8. Consent Agenda

a. **AB # 19-203 – October 1-31, 2019 Payroll & Benefit Transactions**

Recommended Action: Approve payroll direct deposit transactions #2000127338 - #2000128086 in the amount of \$2,126,047.10; payroll and benefit checks #38850 - #38897 plus wire benefit payments #646 - #654 in the amount of \$2,207,770.56 for October 1, 2019 - October 31, 2019 payroll that were approved and paid by the City Auditor.

- b. **AB # 19-204 – Updates to Personnel Policies and Procedures Manual**
Recommended Action: Adopt the updates to the Personnel Policies and Procedures Manual as proposed by staff.
- c. **AB # 19-205 – Construction Contract for Waynita Way NE Bridge over Sammamish River Seismic Retrofit Project**
Recommended Action: Authorize City Manager to enter into a construction contract with Stellar J Corporation, in the amount of \$678,000.01 and in substantially the same form as presented for construction of the Waynita Way NE Bridge over Sammamish River Seismic Retrofit Project.
- d. **AB # 19-206 – Professional Services Supplement No. 1 with Parametrix Inc. for On-call Construction Management Services**
Recommended Action: Authorize the City Manager to enter into the Supplemental Agreement No. 1 with Parametrix, Inc., in the amount of \$100,000 and in substantially the same form as presented, for On-Call Construction Management Services.

MOTION: Councilmember Agnew moved approval of the Consent Agenda as presented. Deputy Mayor Duerr second. The motion carried 7-0.

9. Public Hearings

- a. **AB # 19-207 – 2019 Plan and Code amendments regarding the Capital Facilities Element and establishing Minimum Density and intensity within the Canyon Park and North Creek / NE 195 ST Activity Centers – 6:45 PM (30 minutes)**
Recommended Action: Adopt the proposed ordinance (Attachment 1) amending the Imagine Bothell... Comprehensive Plan, Land Use and Capital Facilities Elements and the Canyon Park and North Creek / NE 195 ST Subarea Plans; and amending BMC Title 11, Administration of Development Regulations; and BMC Title 12 Zoning including regulations for minimum densities and intensities within activity centers.

Mayor Rheaume opened the Public Hearing at 6:40 PM.

Community Development Director Mike Kattermann requested Council to continue the Public Hearing until December 17 after the presentation and public comment. This request was due to a SEPA Appeal.

Senior Planner Bruce Blackburn presented and entertained Council questions.

Public Comment received from the following:

Sarah Gustafson - spoke in support of the amendments

Amanda Olsen - spoke in support of the amendments

Andrea Tull - Bus based Project Manager for Sound Transit, outlined concerns regarding the amendments stating it will hinder the BRT projects.

Gary Yao, Senior Land Use Permitting Administrator for Sound Transit, outlined concerns in regarding the amendments in a letter sent to Council prior to the meeting (letter is part of Agenda Packet material)

Cary Westerbeck – spoke in support of the amendments

Deputy Mayor Duerr stated that she did not appreciate Sound Transit's comments and she took them as a threat and did not find them helpful to the situation. Council concurred and asked City Manager Jennifer Phillips to send Sound Transit a letter requesting them to review the meeting online.

Discussion ensued and Senior Planner Bruce Blackburn continued to entertain Council questions.

MOTION: Deputy Mayor Duerr moved to continue the Public Hearing to 12/17/2019. Councilmember McNeal second. The motion carried 7-0.

b. **AB # 19-208 – Public Hearing to Consider Adoption of Ordinance Approving the 2020 Transportation Impact Fee – 7:15 PM (20 minutes)**

Recommended Action: Adopt the proposed ordinance establishing the new Transportation Impact Fee Rate and amending Bothell Municipal Code 17.045.070 Impact Fee Schedule.

Mayor Rheume opened the public hearing at 7:24 PM.

Utilities and Development Division Manager Boyd Benson presented, and along with Sarah Keenan, Transportation Engineer of Fehr and Peers, entertained Council questions. Don Samdahl of Fehr and Peers and Public Works Director Erin Leonhart also entertained Council questions.

Public Comment received from:

Cary Westerbeck – thought the ordinance seems auto-centric.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember Zornes second. The motion carried 7-0.

Council recessed at 8:18 PM and reconvened at 8:30 PM.

c. **AB # 19-209 – Continued Public Hearing for School Impact Fees: Northshore School District – 7:35 PM (15 minutes)**

Recommended Action: Adopt the proposed ordinance (Attachment 2) with fees at the level requested by Northshore School District; or
Adopt the proposed ordinance with revised fee amounts as determined by City Council.

Mayor Rheume opened the public hearing at 8:30 PM.

John Paperman, Capital Facilities Manager for the Northshore School District, presented and entertained Council questions.

No public comment received.

MOTION: Councilmember McNeal moved to extend the meeting to 11:00 PM. Mayor Rheume second. The motion carried 7-0.

MOTION: Deputy Mayor Duerr moved approval of the recommended action with fees at the level requested by Northshore School District. Council member McAuliffe second. The motion carried 7-0.

10. Council Conversations

Councilmember McAuliffe asked for a debrief regarding the tree lighting event for this year and each year going forward.

11. Executive Session

Council adjourned to executive session at 9:00 PM to discuss the following with no action expected:

- a. Performance of a Public Employee pursuant to RCW 42.30.110 (1)(g)

12. Adjourn

Mayor Rheaume adjourned the meeting at 11:00 PM.

Submitted for approval on 1/14/2020

City Council Regular Meeting Minutes
Tuesday, December 10, 2019
6:00 PM

Members of the City Council: Mayor Andy Rheame, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen, Councilmember Jeanne Zornes

1. Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheame called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

All Councilmembers were present.

2. Meeting Agenda Approval

The agenda was approved as presented.

3. Special Presentation

a. Oath of Office – Police Department Promotions

Police Chief Ken Seuberlich presented the Oaths of Office to promoted police staff Sergeant Dave Nelson and Captain Brian Keller.

4. Visitor Comment

There were no visitor comments.

5. Consent Agenda

a. **AB # 19-210 - Ordinances Amending the Effective Dates for the Transportation Impact Fee Schedule and the Northshore School District Impact Fees adopted on December 3, 2019.**

Recommended Action: Amend the effective date of Ordinance No. 2298 Transportation Impact Fee Schedule to January 1, 2020 and amend the effective date of Ordinance No. 2299 Northshore School District Impact Fees to January 1, 2020.

MOTION: Deputy Mayor Duerr moved approval of the consent agenda. Councilmember Agnew second. The motion carried 7-0.

6. Executive Session

Council adjourned to executive session at 6:06 PM to discuss the performance of a Public Employee pursuant to RCW 42.30.110 (1)(g), anticipated to last 2 hours with no action expected.

7. Adjourn

Mayor Rheame adjourned the meeting at 8:06 PM.

Submitted for approval on 1/14/2020

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City Council Regular Meeting Minutes
Tuesday, December 17, 2019
6:00 PM

Members of the City Council: Mayor Andy Rheume, Deputy Mayor Davina Duerr, Councilmember Tom Agnew, Councilmember Rosemary McAuliffe, Councilmember James McNeal, Councilmember Liam Olsen, Councilmember Jeanne Zornes

1. Call to Order, Roll Call, Pledge of Allegiance

Mayor Rheume called the meeting to order at 6:00 PM and led the Pledge of Allegiance.

All Councilmembers present with the exception of Councilmember McAuliffe who was absent and excused.

2. Meeting Agenda Approval

Mayor Rheume requested the Executive Session be moved up on the agenda after the Visitor Comment.

Mayor Rheume pulled item AB # 19-214.
Deputy Mayor Duerr pulled item AB #19-213.
Councilmember Zornes pulled item AB # 19-217.

Mayor Rheume also requested the City Manager/Council Committee Reports be moved up on the agenda after the Visitor Comment.

3. Public Engagement Opportunities

None.

4. Special Presentation

a. Recognition of Andy Rheume, outgoing Mayor and Councilmember
City Manager Jennifer Phillips presented Mayor Rheume with a plaque recognizing his 8 years of service to the City of Bothell.

Eric Murray, President of Cascadia College and Kelly Snyder of UW Bothell also presented Mayor Rheume with a plaque recognizing his contributions to both colleges.

Mayor Rheume thanked his family for their support as well as City Staff and the Council.

Councilmembers went around the dais expressing their thanks and appreciation to the Mayor for his contributions to the City and community.

Council recessed from 6:26 to 6:50 PM for a brief reception honoring Mayor Rheume.

5. Visitor Comment

Patrick Sheehan – spoke regarding a property easement, requesting for more time to work it.

6. City Manager/Council Committee Reports

a. Local Consent for Refugee Resettlement Efforts in Washington State

Assistant City Manager Kellye Mazzoli and City Manager Jennifer Phillips presented and entertained Council questions. They stated this was a last-minute request from the State with a deadline.

Council consensus was to send a letter back to the State stating the City needed more time and more information in order to make an informed decision.

7. Executive Session

Council adjourned to Executive Session at 7:01 PM to discuss the following: Potential Litigation pursuant to RCW 42.30.110(1)(i), anticipated to last 15 minutes with no action.

At 7:16 PM, Council extended to the Executive Session an additional 5 minutes to 7:21 PM.

Council reconvened to Regular Session at 7:21 PM.

8. Consent Agenda

a. **City Council Meeting Minutes for October 8 and 15, 2019**

Recommended Action: Approve the City Council meeting minutes for October 8 and 15, 2019, as presented.

b. **AB # 19-211 – November 1-30, 2019 Vouchers**

Recommended Action: Approve the following November 1 – 30, 2019 vouchers totaling \$5,699,538.11 that were approved and paid by the City Auditor.

- Wire No. 428,434, and 647
- Check No. 210544 – 210976

c. **AB # 19-212 – November 1-30, 2019 Payroll and Benefit Transactions**

Recommended Action: Approve payroll direct deposit transactions #2000128087 - #2000128831 in the amount of \$2,053,979.63; payroll and benefit checks #38898 - #38946 plus wire benefit payments #655 - #665 in the amount of \$2,149,707.35 for November 1, 2019 - November 30, 2019 payroll that were approved and paid by the City Auditor.

d. **~~PULLED AB # 19-213 – Construction Contract with Wyser Construction, Inc. – Wexler Soil Remediation, Department of Commerce Grant Agreement and Related Funding~~**

~~Recommended Action:-~~

- ~~• Authorize the City Manager to enter into a construction contract with Wyser Construction, Inc., in the amount of \$823,955 for construction of the Wexler Soil Remediation project and in substantially the same form as that included with the bid documents.—~~
- ~~• Authorize the City Manager to enter into a grant agreement contract with the Department of Commerce, in the amount of \$1,470,000.—~~

- ~~• Adopt the attached ordinance amending the 2019-2020 Capital Improvement Fund Budget by increasing expenditures by \$2,635,000 and revenues by \$2,549,000 and establishing a short term line of credit of \$1,115,000 to fund additional clean-up from the Stormwater Utility Fund.~~
- e. **PULLED AB # 19-214 – Resolution Updating the City Council Protocol Manual**
Recommended Action: Approve the resolution adopting updates to the City Council Protocol Manual.
- f. **AB # 19-215 – Ordinance Regarding a Small Wireless Facility Franchise Agreement with SEATTLE SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**
Recommended Action: No action is requested this evening; however, this item is currently scheduled for Council action on January 21, 2020.
- g. **AB # 19-216 – Ordinance Regarding a Small Wireless Facility Franchise Agreement with New Cingular Wireless, aka AT&T**
Recommended Action: No action is requested this evening; however, this item is currently scheduled for Council action on January 21, 2020.
- h. **PULLED - AB # 19-217 – Resolution Establishing Stay Out of Drug Areas, Repealing One Prohibited Area, And Renewing Existing Prohibited Areas.**
Recommended Action: Adopt the attached Resolution establishing and renewing prohibited areas related to areas of drug activity and repealing one SODA zone.
- i. **AB # 19-218 – 2020 Addendum and Fourth Amendment to City Manager Employment Contract**
Recommended Action: Authorize the Mayor to sign the 2020 Addendum and Fourth Amendment to the Employment Contract with City Manager Phillips.

MOTION: Deputy Mayor Duerr moved approval of the balance of the Consent Agenda. Councilmember McNeal second. The motion carried 6-0; Councilmember McAuliffe absent and excused.

PULLED ITEMS:

AB # 19-213 – Construction Contract with Wyser Construction, Inc. – Wexler Soil Remediation, Department of Commerce Grant Agreement and Relate Funding

Recommended Action:

- Authorize the City Manager to enter into a construction contract with Wyser Construction, Inc., in the amount of \$823,955 for construction of the Wexler Soil Remediation project and in substantially the same form as that included with the bid documents.
- Authorize the City Manager to enter into a grant agreement contract with the Department of Commerce, in the amount of \$1,470,000.
- Adopt the attached ordinance amending the 2019-2020 Capital Improvement Fund Budget by increasing expenditures by \$2,635,000 and revenues by \$2,549,000 and establishing a short-term line of credit of \$1,115,000 to fund additional clean-up from the Stormwater Utility Fund

This item was pulled to correct a scrivener's error on the ordinance.

MOTION: Deputy Mayor Duerr moved approval. Councilmember Agnew second. The motion carried 6-0; Councilmember McAuliffe absent and excused.

AB # 19-214 – Resolution Updating the City Council Protocol Manual

Recommended Action: Approve the resolution adopting updates to the City Council Protocol Manual.

City Attorney Paul Byrne and City Manager Jennifer Phillips entertained Council questions.

Councilmember Zornes requested to remove a line in 8.07(c) Order of Business, "Public comment will not be taken on items that the Council has previously considered in a public hearing."

Councilmember McAuliffe arrived at 7:26 PM.

Deputy Mayor Duerr requested to change to a line in 2.08 (F) Cause for Dismissal, from "using personal devices" to "using personal e-mail accounts".

Mayor Rheaume pulled the item to request that staff use a informed way to make edits and deletions to show the changes made in documents presented to Council.

MOTION: Deputy Mayor Duerr moved approval as amended with changes discussed. Councilmember Agnew second. The motion carried 7-0.

AB # 19-217 – Resolution Establishing Stay Out of Drug Areas, Repealing One Prohibited Area, And Renewing Existing Prohibited Areas

Recommended Action: Adopt the attached Resolution establishing and renewing prohibited areas related to areas of drug activity and repealing one SODA zone.

This item was pulled for clarifying questions, which were entertained by the City Attorney Paul Byrne.

MOTION: Councilmember Zornes moved approval as presented. Deputy Mayor Duerr second. The motion carried 7-0.

9. Public Hearings

a. **AB # 19-219 – Continuation of Public Hearing and Action on 2019 Plan and Code amendments (Capital Facilities Element and establishing Minimum Density and intensity within the Canyon Park and North Creek / NE 195 ST Activity Centers)**

Recommended Action: Adopt the proposed, revised ordinance (Attachment 1) amending the *Imagine Bothell...* Comprehensive Plan, Land Use and Capital Facilities Elements and the Canyon Park and North Creek / NE 195 ST Subarea Plans; and amending BMC Title 11, Administration of Development Regulations; and BMC Title 12 Zoning including regulations for minimum densities and intensities within activity centers.

Mayor Rheaume opened the Public Hearing at 7:35 PM. Staff asked that it be continued to January 21, 2020.

Public Comment received from:

Rey Liao, Attorney for the Canyon Park Business Center Association.

MOTION: Councilmember McNeal moved to continue the Public Hearing to January 21, 2020. Councilmember Agnew second. The motion carried 7-0.

10. Contracts

- a. **AB # 19-220 - Amendment No. 1 to Interlocal Agreement between Snohomish County and the City of Bothell on an Excise Tax applied to Snohomish County hotels located in Bothell**

Recommended Action: Approve and authorize the City Manager to execute Amendment No. 1 of the Interlocal Agreement for Tourism Promotion Funded by Special Excise Tax on Lodging.

Tourism Manager DeNae McGee presented and entertained Council questions.

MOTION: Deputy Mayor Duerr moved approval of the recommended action. Councilmember Agnew second. The motion carried 7-0.

- b. **AB # 19-221- Amendment No. 1 to the Interlocal Agreement Establishing a Tourism Promotion Area (TPA), increasing the assessment from one dollar (\$1.00) per night visit at Snohomish County hotels to two dollars (\$2.00) per night visit.**

Recommended Action: Approve and authorize the City Manager to execute Amendment No. 1 to the Interlocal Agreement establishing the Tourism Promotion Area (TPA) in Snohomish County.

Tourism Manager DeNae McGee, along with Rich Huebner, Regional Tourism Promotion Coordinator of Snohomish County Park, Recreation & Tourism, presented and entertained Council questions.

MOTION: Deputy Mayor Duerr moved approval as presented. Councilmember Agnew second. Discussion ensued. The motion carried 7-0.

11. New Business

- a. **AB # 19-222 – Interlocal Agreement to create North King County Training Consortium with City of Bothell Fire Department, Woodinville Fire & Rescue, Northshore Fire Department and Shoreline Fire Department**

Recommended Action: Approve the Interlocal Agreement for the creation of the North King County Training Consortium with the City of Bothell Fire Department, Woodinville Fire & Rescue and Northshore and Shoreline Fire Departments and direct the City Manager to execute the agreement as presented.

Fire Chief Bruce Kroon presented and he, along with City Manager Jennifer Phillips, entertained Council questions.

MOTION: Councilmember Agnew moved approval as presented. Mayor Rheaume second. The motion carried 7-0.

b. **AB # 19-223 – Salary Commission Ordinance**

Recommended Action: Adopt the ordinance as presented.

Human Resources Director Mathew Pruitt presented and entertained Council questions.

MOTION: Deputy Mayor Duerr moved the recommended action. Councilmember McNeal second. The motion carried 7-0.

c. **AB # 19-224 – Amendment of BMC Table 20.02.155A Retroactive Fee Corrections for 2018-2019**

Recommended Action: There are two separate actions required:

- Adopt the attached ordinance ratifying collection of the plans review fees
- Adopt the attached ordinance revising BMC 20.02.155A

City Attorney Paul Byrne presented and along with Building Official David Swasey entertained Council questions.

MOTION: Deputy Mayor Duerr moved approval of both recommended actions. Mayor Rheaume second. The motion carried 7-0.

d. **AB # 19-225 – Quarterly Financial and Levy Update – 3rd Quarter 2019**

Recommended Action: No action is requested this evening; however, Council is asked to receive the reports.

Public Safety Levy Coordinator Carly Joerger presented an update on the Public Safety Levy projects to date and entertained Council questions.

Finance Director Chris Bothwell present the financial update and entertained Council questions.

12. Council Conversations

Councilmember McAuliffe gave an update on the PROS Plan discussed at the last Parks & Recreation Board meeting.

13. Adjourn

Mayor Rheaume adjourned the meeting at 8:40 PM

Submitted for approval on 1/14/2020



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Mathew Pruitt, Human Resources Director

DATE: January 14, 2020

SUBJECT: Consideration of Collective Bargaining Agreement (CBA) with AFSCME Council 2, Local 3845 for 2020-2022

POLICY CONSIDERATION: The City Council previously provided policy direction on this matter. If this item is approved, staff is implementing the direction given by the City Council.

HISTORY:

DATE	ACTION
SEPTEMBER 13, 2017	City Manager signed previous CBA per council approval
NOVEMBER 12, 2019	Council provided policy direction in closed session

The AFSCME CBA expires every three years. The last agreement (2017-2019) was agreed to and signed in September 2017 due to prolonged negotiations between the City and the Union. On November 12, staff briefed the City Council in closed session. The Council provided staff cost parameters and policy direction for the 2020-2022 agreement.

DISCUSSION: The following changes to the CBA have been agreed to by both parties. All changes as outlined meet the cost parameters given by the City Council at the November 12 executive session staff briefing.

- Article 1, Section 3: There will be an annual bank of 800 hours that a temporary employee can work and not be considered a member of the bargaining unit. Both parties agreed to a bank of hours to make clear that that temporary employees could work multiple blocks of time throughout the year. For example, college students who work during the summer and then return for winter break. The number of hours was determined in order to comply with the Affordable Care Act.
- Article 2, Section 1(F): Both parties agreed to expand the management rights clause to include department level policies, procedures, and guidelines. This language change is mostly a clarification of past practice.

- Article 3: Both parties agreed to adopt a previously agreed upon memorandum of understanding in regards to union security. The purpose of this language change is to comply with the Janus Supreme Court Decision.
- Article 5, Section 1: Both parties agreed to add gender identity or expression into the non-discrimination clause.
- Article 7: Both parties agreed that deadlines to respond to one another during the grievance procedure would be based on calendar days as opposed to work days. This language change is mostly a clarification of past practice.
- Article 11, Section 2.4: Both parties agreed that job performance is a factor that can be used by management in order to determine out of class pay assignments. This section also clarifies a past practice on how out of class pay is paid.
- Article 12, Section 2: Currently management cannot change a work schedule without paying time and a half unless a notice of ten working days is provided. This causes some challenges specifically in the Public Works Capital Projects division. Both parties agreed to reduce this amount of time to seven calendar days.
- Article 12, Section 9: This language change clarifies a long standing past practice in regards to employees who are called back to work after their shift ends or before it begins.
- Article 12, Section 13: Both parties agreed to adopt a previously agreed upon memorandum of understanding that requires employees working in response to a phone call be paid from the time they get the call to include travel time to the job site. This memorandum of understanding was agreed upon after a court reviewing a similar issue ruled in favor of an employee who worked for Brinks Security.
- Article 14, Section 1(E): Both parties agreed to clarifying language regarding the boot allowance.
- Article 15, Section 1-3: Both parties agreed that for the next three years employees will receive a cost of living adjustment equal to the consumer

price index of the Seattle, Tacoma, and Bellevue area from the months of June to June.

- Article 15, Section 4: Both parties agreed that employees who receive a “meets expectations” on their performance appraisal will be eligible to receive a 2% match into their deferred compensation retirement account.
- Article 15, Section 5: Both parties agreed to eliminate the 40 hours of merit leave employees currently receive if they “exceed expectations” on their performance appraisal.
- Article 16, Section 1: Both parties agreed add a High Deductible Health Plan to the health plan designs that employees can choose from. Employees who enroll into a High Deductible Health Plan will receive \$1500 annually for employees and \$3000 annually for employees plus dependents that will be deposited into a Health Savings Account that can be saved for retirement or used to pay down the deductible of the new plan design. If employees enroll into this plan it will amount to significant cost savings for the City. The Union believes that 35% of their membership are interested in the plan given the flexibility that a Health Savings Account provides.
- Article 16, Section 4: To pay for the previously mentioned 2% deferred comp match, employees agreed to eliminate their short term disability plan and transfer their long term disability plan to the Association of Washington Cities.
- Article 18, Section 4: Both parties agreed to an annual accrual carry over amount of 240 hours of vacation. There was a desire by management to increase the carry over cap due to challenges with providing employees vacation in order to get under the cap due to workload. The 240 hours is an increase for employees and is in line with other CBAs in comparable organization cities.
- Article 19, Sections 1, 8, and 9: Both parties agreed to adopt a previously agreed to memorandum of understanding on sick leave. The memorandum of understanding was agreed to after voters approved the WA State Sick Leave Law by initiative.

- Article 19, Section 9: Both parties agreed that employees would pay their share of the Washington State Paid Family Medical Leave premiums in accordance with the law passed by the state legislature in 2017.
- Article 19, Section 10: Both parties agreed that employees would be entitled to two wellness days off if they met the requirements of the AWC Wellness Incentive. This agreement was made in part to soften the impact of employees losing 40 hours of merit leave as previously stated, but to also help the City obtain the annual AWC Well City Award which reduces the cost of our health plans by 2% (approximately \$100,000 annually).

FISCAL IMPACTS: The costs associated with this item are included in the Adopted 2019-2020 Budget.

ATTACHMENTS: Att-1. Redline version of the proposed 2020-2022 AFSCME CBA

RECOMMENDED ACTION: Allow the City Manager to execute the 2020-2022 Collective Bargaining Agreement with AFSCME Council 2, Local 3845.



City of Bothell™

AGREEMENT

By and Between

CITY OF BOTHELL

and

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES
AFSCME - AFL-CIO LOCAL #3845

January 1, ~~2017-2020~~ - December 31, ~~2019~~2022

AFSCME AGREEMENT, LOCAL #3845
January 1, ~~2017-2020~~ - December 31, ~~2019~~2022

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AFSCME AGREEMENT, LOCAL #3845
January 1, ~~2017-2020~~ - December 31, ~~2019~~2022

This Agreement is by and between the City of Bothell (hereinafter referred to as the "City") and the Washington State Council of County and City Employees AFSCME - AFL-CIO Local #3845 (hereinafter referred to as the "Union"), for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

PREAMBLE

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement. Both parties further agree that in the interest of collective bargaining and harmonious relations, they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The City and Union regard all personnel as public employees who merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1. According to the PERC definition as set forth in Case Number 4295-E-82-796, those included in this bargaining unit include all regular full-time and regular part-time and limited term City employees except uniformed Fire and Police Officers, Department Heads, confidential employees and supervisory personnel. The City recognizes the Union as the sole and exclusive representative of the bargaining unit for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

Section 2. Limited term employees.

- A. Limited term employees are those who work 70 hours or more per month for 5 or more months out of any 12 months, and do bargaining unit work.
- B. Said employees shall become members of the Union under the provisions of Article III - Union Security.
- C. Limited term employees are hired to fill positions for a pre-determined time period or to complete a special project, but for no more than 24 months unless agreed to by the Union and the City.
- D. Such employees shall be entitled to the full benefits and rights granted by this Agreement; provided, however, the Union agrees that such employees shall not have access to the grievance procedure for decisions related to tenure of employment.
- E. Limited term employees serve a 12 month probationary period.
- F. Limited term employees may compete for open, regular positions with the City, and if appointed, serve a new probationary period in the regular position, in accordance with Article 9, Section 2.

- G. If appointed to a regular position with the City, time spent as a limited term employee shall count toward seniority for any of the purposes established by this contract; provided there was no break in employment with the City.
- H. Limited term employees shall not replace or supplant regular employees' bargaining unit work.

Section 3. Temporary and/or seasonal employees are not covered by this Agreement. The term of employment of temporary employees will not exceed five (5) months (no more than 800 hours annually) without mutual written agreement between the City and the Union.

Section 4. Regular and limited term part-time employees employed a minimum of 30 or more hours a week or 1560 hours/year are considered "full time" employees and shall receive full health care benefits and pro-rated leave benefits provided herein; regular part-time employees who work 20 or more, but less than 30 hours a week are considered "part-time" employees and shall receive pro-rated benefits described herein, based on the number of hours in their regularly scheduled work period.

Section 5. Provisions specific to Police Department employees are contained in Addendum A.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole right and authority to manage and direct the employees of the City and its various departments in all aspects except as modified in this Agreement. These rights include, but are not limited to:

- A. To determine its mission, policies that do not conflict with this Agreement, and to establish all standards of service offered to the public.
- B. To determine the methods, means and number and kinds of personnel needed to perform departmental services.
- C. To direct the working forces.
- D. To hire and assign or to transfer employees consistent with the terms of this agreement to positions for which they are qualified within the City service.
- E. To promote, suspend, discipline or discharge for just cause.
- F. To prepare and/or revise, with employee participation, and Union participation when there is a conflict with this contract, the City of Bothell Employee Personnel Policies, and departmental policies, procedures, and guidelines.

- G. To enforce said Personnel Policies, subject to the appeals procedure contained therein.
- H. To introduce new or improved methods, equipment or facilities.
- I. To contract out for goods and services, and to meet and confer with Union and employees regarding such action. Said meet and confer process may occur at the Labor Management Committee.
- J. To supplement the workforce with volunteers and temporary employees, to (a) perform new duties or tasks and (b) to assist in duties performed by bargaining unit employees.
- K. To take any and all actions necessary (including in times of emergency) in a manner consistent with the provisions of this Agreement.

Section 2. The City Council shall have the sole authority to determine the purpose and policies of the City and the amount of budget to be adopted thereto.

ARTICLE 3 - UNION SECURITY

~~Section 1. Employees covered by this Agreement shall be required as a condition of employment, not later than the 30th day following their employment, to become and remain members in good standing in the Union during the term of this Agreement, except as provided as follows:~~

~~1.1 If an employee for bona fide religious tenets, as per RCW 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply:~~

~~A. Pay each month a service charge equivalent to regular union dues to the Union.~~

~~B. Pay each month an amount of money equivalent to regular union dues to a non-religious charity that is agreeable to the Union and the Employee.~~

~~1.2 If an employee declines to become a Union member, that employee waives all membership rights and must comply with Article III, Section 1.1A above.~~

~~Section 2. Upon receipt of written authorization of the employees for payroll deduction of Union dues, the City shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and to transfer that amount to the Union Treasurer. The Union shall indemnify the City from any and all claims from any person arising out of this Article.~~

~~Section 1. The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the~~

sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

Section 2. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union official or staff representative.

Section 3. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and transfer that amount to the Union upon receipt of an Authorization for Payroll Deduction.

Section 4. The Employer shall honor the terms and conditions of each employee's Authorization for Payroll Deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the Authorization for Payroll Deduction executed by the employee.

Section 5. The Employer agrees to notify the Local Union President of any new positions and new employees. A Union official shall be granted time, as approved by his or her supervisor, to provide a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.

Section 6. The Union shall indemnify and hold the City and its agents harmless from any and all claims from any person arising out of the administration of this Article.

ARTICLE 4 - LABOR-MANAGEMENT COMMITTEE

Section 1 - Intent. It is the intent of the City and the Union to meet from time to time to discuss, in a non-adversarial and collaborative forum, matters not specifically addressed in this Agreement.

Section 2 - Schedule and Composition.

- A. The Labor Management Committee will meet quarterly, or more or less often as needed.
- B. The Committee shall be comprised of three (3) management members and three (3) Union members. Both parties will attempt to select members from a broad spectrum of City departments. Names of the members shall be provided to each party by January 1 of each year.
- C. The Committee may utilize outside resources as needed and appropriate. This may include an individual who is concerned about or directly affected by a specific issue or policy.

Section 3 - Purpose and Format.

- A. An agenda shall be jointly developed by both parties one (1) week prior to the meeting date.
- B. The meetings shall normally be held during regular working hours and at no loss of pay to the employees participating.

Section 4 - Limited Scope. No matters or conclusions discussed in the Labor-Management meeting shall contradict, add to, or delete from any provisions of this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

Section 1 - Discrimination Prohibited. Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of gender, gender identity or expression, sexual orientation, marital status, race, color, creed, national origin, age, or the presence of a sensory, physical or mental handicap.

Section 2. The City and the Union agree that the application of this Agreement and City Personnel Policies, Rules or Regulations will be administered in a uniform manner, considering all relevant circumstances.

ARTICLE 6 - DISCIPLINE

Section 1 - Employee Discipline. The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative or another Union member present at all meetings during pre-disciplinary or disciplinary proceedings. For the purposes of this section, verbal coaching/counseling sessions between a supervisor/manager and employee that are informal and intended to improve or modify work performance are not classified as pre-disciplinary or disciplinary proceedings.

Section 2 - Disciplinary Action. Disciplinary action or measures may include documented oral reprimand, written reprimand, suspension, reduction in step, demotion or discharge, according to the City of Bothell Personnel Policies. The City agrees that disciplinary action is intended to be progressive in nature; however, the City may advance to more serious disciplinary action if warranted by the violation.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1 - Intent. It is the desire of the City, its management, Union and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Union in the case of Union rights) with respect to the interpretation or application of the provisions of this Agreement.

Section 2 - Procedure.

STEP 1: An employee must present a grievance in writing within ~~fifteen (-15)~~ fifteen (15) calendar days of the date the employee knew or should have known of the occurrence to the employee's supervisor who shall attempt to resolve it and respond in writing within ~~fifteen (15)~~ fifteen (15) calendar 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 ~~fifteen (15)~~ fifteen (15) calendar days of the supervisor's response to the Department Head by a Union representative. 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. Such information shall be submitted on an official Grievance Form, which shall be provided by the Union. The Department Head shall attempt to resolve the grievance and respond in writing within ~~fifteen (15)~~ fifteen (15) calendar days after it has been presented.

Alternatively, by mutual agreement of the Union and the City, non-disciplinary grievances may be submitted to the Labor Management Committee for resolution. The Labor Management Committee will consider the statements of the employee and the City and attempt to resolve the matter within ~~fifteen (15)~~ fifteen (15) calendar days of submittal. The Committee's role is limited to facilitating dispute resolution; it may not compel settlement and no record of the Committee is admissible in arbitration. If the employee is not satisfied with the solution of the Committee, the grievance may then be filed, in writing, within ~~fifteen (15)~~ fifteen (15) calendar days, with the Department Head.

STEP 3: If the Union Board is not satisfied with the solution by the Department Head, the grievance may be presented within ~~fifteen (-15)~~ fifteen (15) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within ~~fifteen (15)~~ fifteen (15) calendar days after it is presented.

STEP 4: If the grievance is not resolved by the City Manager within ~~fifteen (15)~~ fifteen (15) calendar days, the grievance may be referred to a mediator. The City and the Union shall attempt to select a mediator by mutual agreement. In the event the parties are unable to agree upon a mediator, either party may forward a request to the Executive Director of the Public Employment Relations Commission (PERC) to assign a Mediator from his staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within ~~fifteen (15)~~ fifteen (15) calendar days.

- a) Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b) The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c) The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, he shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d) If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

STEP 5: Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within twenty (20) calendar days after the receipt of the answer in Step 4. If the request for arbitration is not filed by the Union Staff Representative or the Employer within twenty (20) calendar days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first two (2) names shall be determined by a flip of a coin. The other party shall then strike the next two (2) names and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning

or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

Section 3 - Miscellaneous Provisions.

- A. The cost of the arbitration shall be borne equally by the parties including the Arbitrator's fees and expenses, room rental and cost of record.
- B. Each party shall bear the cost of the preparation and presentation of its own case and for compensating its own representatives and witnesses.
- C. The term "employee" as used in this Article shall mean an individual employee, a group of employees, and/or their Union representative.
- D. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- E. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- F. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- G. Any grievance shall be considered settled at the completion of any step if the employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.

ARTICLE 8 - NO STRIKES OR LOCK-OUTS

Section 1. The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.

ARTICLE 9 - PROBATION

Section 1 - Probation Period, New Hires. A newly hired employee shall have a probationary status of twelve (12) months. A probationary employee will receive a performance appraisal

at six (6) months of employment. An employee may be terminated at any time during the probationary period without recourse to the grievance procedure (Ref. Article 6, Section 1).

Section 2 - Probationary Period - Promotions, Demotions and Transfers. All promotions, demotions and transfers shall be subject to a six (6) month probationary period. In the event a promoted or transferred employee is found to be unsatisfactory following a performance evaluation after six (6) months, the employee shall be restored to his/her previous position. If a demoted employee fails to pass the probationary period, and the demotion was voluntary, the employee will be restored to his/her previous position. For the purposes of this Section, a) promotions shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a higher salary range; b) transfer shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement in the same salary range; and demotion shall be defined as movement from one position covered by this Agreement to another position covered by this Agreement with a lower salary range.

ARTICLE 10 - LAYOFF AND RECALL

Section 1 - Layoff/Recall. If it becomes necessary to reduce the number of employees employed by the City at any time, the City Manager, after consultation with the Department Head, may abolish any position. Layoffs may result from lack of work, budgetary restrictions, or other changes that have taken place. The employee to be laid off shall be given fourteen (14) ~~days~~ noticedays' notice before such layoff is to take place. No regular employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which the regular employee is qualified. In determining who in any classification is to be laid off, consideration will be given to individual performance and seniority in the affected classification. In cases where qualifications are equal, seniority shall govern. The City Manager shall place the names of employees laid off on an eligibility list for recall. The list shall remain active for two years. Employees on this list shall receive the first offer of re-employment for vacancies in their previous job provided they return to work within 30-days.

Employees selected for layoff shall have the option of bumping employees in the next lower classification within their department. In determining who in any classification is to be bumped, consideration will be given to individual performance and seniority as defined by hire date with the City.

Section 2. Any notice of an offer of re-employment shall be sent by certified mail, return receipt requested, to the employee's last address of record. It is an employee's responsibility to keep the City advised of his or her whereabouts.

ARTICLE 11 – CLASSIFICATION CHANGES

Section 1 – Policy. It is the intent of the City to provide current and accurate classification (position) descriptions, and to insure that all employees are working within the classification for which they were hired. Department Heads are responsible for assuring that the employee's in their department is working within his/her proper classification. Employees are responsible for notifying their Department Head when they believe that they are working outside of their assigned job classification. The City Human Resources Department will insure that revisions of classification descriptions will be made as often as is necessary to maintain current and accurate position descriptions. Not all revisions to descriptions result in change of classification of employees. A change in classification is required when there are significant changes to the duties and responsibilities of a classification, and is not used to address an increase/decrease in volume of work, or for the exclusive purpose of providing a salary increase.

Section 2 – Procedure.

2.1. Procedure for Evaluating Classifications.

- A. An employee may submit a written request on the forms provided by Human Resources to the Department Head and Human Resources for a reclassification of their position; or
- B. The employee and Department Head, (or designee), will review the employee's job description as a part of the annual evaluation process. Any significant changes to the duties and responsibilities of the job will be addressed through a reclassification process; or
- C. Prior to recruiting for any vacant position, the Department Head, (or designee), will review the job description and address any significant changes to the duties and responsibilities of the job through a reclassification process prior to advertising for the position; or
- D. Periodically a Department Head may find the need to significantly change an employee's job duties and responsibilities. The Department head will submit a classification change request during the City budget process. Human Resources will evaluate the requests during the budget process and make recommendations to the City Manager. The City Manager will include any approved classification changes in the Budget Recommendation for consideration by the City Council.

The Department Head will conduct the review and provide a written response to the employee within 30 days and may initiate a request for an analysis of a classification change by submitting a written request to the Human Resources Department. A job analysis is conducted to determine whether the request is a significantly different level of duties and responsibilities from the original classification description. Human Resources then makes a recommendation to the Department Head, and

to the City Manager for approval. If approved, an incumbent employee will be moved to the changed classification. The City Manager's decision is final, pending Council approval of any reclassification.

2.2 Evaluation Criteria. The following criteria are examples used in evaluating reclassification requests:

- A. Changed duties that may result from additions, expansions, or reductions of responsibilities.
- B. Changed qualifications, required education and training, and/or required licenses or certifications for the position.
- C. Consolidation or reassignment of duties which significantly change the position.
- D. Significant change in knowledge/expertise to address technology that is required to perform the duties of the classification.
- E. The Department's present and future organizational structure and service delivery needs.

2.3 Salary Change for Changed Classifications

- A. Upon change of classification to a position at a higher salary range, the employee will be placed at a step which is at least one step (4 percent) higher than that which is currently paid the employee, but not less than Step 1 of the new range. If reclassification is concurrent with an employee's performance appraisal increase, then a salary increase for a performance related action would also be made.
- B. In the event an evaluation shows that a classification needs to be placed at a lower salary range, the incumbent will be placed at a step that most closely matches his/her current salary rate. If the step in the new range is lower than the incumbent's current salary rate, the rate will be frozen (unaffected by cost-of-living increases or step increases) until the newly assigned rate moves up to the incumbent's range.
- C. If the analysis finds that the reclassification is warranted, but the City does not approve the reclassification, the City may remove the duties of the higher classification in lieu of approving the reclassification. Provided that the employee will be compensated for the higher level work performed to date. If the reclassification request is approved, payment of any salary increase will be retroactive to the date the reclassification request was received by the Department Head.

2.4 Out-of-Classification Pay

Employees who substantially fulfill the scope of a higher classification on a temporary basis shall be compensated for such work. Out-of-classification assignments shall be offered to the most senior, qualified employee who is available and meets performance expectations in their current position. ~~Management may fulfill the obligation of this section through the creation of a yearly eligibility list.~~ Management shall notify the employee of such assignment in writing. Included in this notification will be a clear description of the expectations and time frame of the assignment. The employee appointed to the higher classification shall be paid at the rate of the step of placed in the new range that most closely matches their assigned responsibility during the period of assignment. ~~The employee shall receive at least 4% increase and be placed in the step closest to a 4% increase in the new range without going below 4%. but not less than a 4% increase from current salary, during the period of assignment.~~ Management may choose not to make temporary out-of-class assignments.

~~2.5 Classification and Compensation Study~~

- ~~A. Effective January 1, 2017 the City will implement the 2016 Classification and Compensation Study.~~
- ~~B. Employees will be placed on the Non-Represented salary schedule range and step as recommended by Public Sector Personnel Consultants (PSPC).~~
- ~~C. All employees shall achieve their prospective time in grade as they would have absent the City's implementation of the salary survey by January 1, 2019.~~
- ~~D. Implementation of accelerated step adjustments shall occur on employee's anniversary date, and in a manner that represents at least one half of the two year adjustment in the first year. Year one will be rounded up to the nearest whole step and year two will place the employee at time in grade.~~

ARTICLE 12 - HOURS OF WORK AND OVERTIME

Section 1 - Normal Work Week. Except as provided elsewhere in this Agreement, the normal work week shall consist of forty (40) hours worked per calendar week for all full-time employees and consist of twenty (20) or more hours per calendar week for all regular part-time employees.

Section 2 - Changes in Normal Work Week/Hours. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work week/hours, the City will give written notice of such change to the employee as far in advance as it is reasonably practical, but in no case less than five~~seven~~ ~~(5740)~~ working calendar days, unless agreed upon by both parties or in extended emergency situations declared by the City Manager. In all such cases, the City will make every effort to accommodate and/or

mitigate the potential impacts of the schedule change to the satisfaction of the employee and the City. This may include consideration of alternate scheduling, work assignments and/or time and a half compensation. If changes are made with less than ~~ten-seven (107)~~ calendar working-days written notice to the employee, the hours worked up until the tenth day shall be considered as authorized unscheduled hours.

Section 3 - Rest Periods. Each full-time employee shall be allowed two (2) rest periods of fifteen (15) minutes each, one before lunch period and the second after lunch period. It is understood that the rest period is to be flexible so as to provide necessary service to the public.

Section 4 - Overtime Pay. FLSA non-exempt employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of the scheduled work periods set forth below. Authorized unscheduled hours of work as defined in Section 2 above shall also be paid at the overtime rate. The work periods shall include sick leave, holidays, vacations or other paid leaves as "time worked" in computing the forty (40) hour per week requirement. It is specifically understood by the parties that this overtime pay provision shall not apply to standby time or any unauthorized hours of work. Saturday or Sunday work shall not be considered overtime when it is a regularly scheduled work day for the employee.

Authorized hours worked in excess of forty (40) hours per week rounded to the nearest half hour, shall be considered as overtime hours worked, based on the formula of the employee's annual salary divided by 2080.

Section 5 - Compensatory Time. Compensatory time may be earned in-lieu of overtime pay, at the request of the employee and with the approval of the supervisor. Once an employee chooses the compensatory time option and it is approved, it cannot be changed to cash at a later date, except at termination of employment. Such accruals shall be on a basis of one and one-half (1 1/2) hours for each overtime hour worked. Employees may accumulate a maximum of 80 hours. Use of compensatory time should be scheduled as soon as possible after accrual with due regard for the wishes of the employee and after approval of the respective Department Head.

Section 6 - FLSA Exempt Status. Employees occupying FLSA exempt positions are not eligible for overtime compensation, but are eligible for Professional Leave. New positions added to the classification grid will be evaluated to determine the FLSA status.

Section 7 - Professional Leave. For those positions identified as being FLSA exempt, the incumbent employees will be eligible to earn up to 40 hours of professional leave each year based on Department Heads authorization.

Criteria for Granting Professional Leave: Professional leave may be authorized by the City Manager and Department Heads based on the following criteria: 1) extraordinary time and effort required of employees; 2) workload that prevents employees from flexing their schedule; and 3) unusual circumstances requiring unusual commitments of time.

In December of each year, the City Manager may approve a “buy-back” of accrued vacation leave of up to forty (40) hours for eligible FLSA exempt employees in cases where Professional Leave or Vacation leave was scheduled and could not be taken due to extraordinary circumstances (For example: the leave was denied or an unforeseen shortage of staff necessitated the employee stay to complete a time-sensitive project). Buy-back of vacation leave will not be granted if 1) the employee has ninety-six (96) hours or less of accrued vacation leave, or 2) if the requested amount for “buy back” results in the employee’s accrued vacation leave bank totaling less than ninety-six (96) hours of leave.

Section 8 – Shift Differential

All regular full time and part time bargaining unit employees in Storm Operations and Parks Operations who are assigned to work between 5:00 p.m. and 8:00 a.m. on weekdays and any hours on weekends will be paid a shift differential of \$1.50 per hour.

Exceptions to shift differential:

- A. Shifts starting between 6:00 a.m. and 8:00 a.m. are not eligible for shift differential pay.
- B. Work which is scheduled after 5:00 p.m. and before 8:00 a.m. on the basis of convenience to the employee, including alternative work schedules in accordance with Section 15, shall not be considered shift differential for the purpose of this provision.
- C. Shift differential does not apply to call back nor overtime.
- D. Shift differential does not apply to vacation, holiday pay, bereavement leave, or other paid leave benefit.

Shift differential shall be calculated as part of the hourly rate of pay when applying the provisions of this Agreement in other sections. Shift differential is to be paid only for the specified hours as stated above. When an employee who usually works a differential eligible shift is temporarily assigned to a non-differential eligible shift for a period of five (5) working days or less, the employee shall continue to receive their current hours of shift differential. A temporary change in shift assignment initiated by the employee is not covered by this provision.

Work schedules may be adjusted at the Employer’s discretion in accordance with Article 12, Section 2.

Section 9 - Call Back. ~~The City and Union agree to utilize the Labor Management process to discuss the application of Article 12, Section 9 as it relates to Public Works employees.~~

- A. Return to Job Site. Any employee called back when not scheduled to work shall be paid for the time so worked but shall be guaranteed a minimum of three (3) hours at time and one half. If the call-back time precedes and carries into a regularly scheduled period, the employee shall have the option of terminating the work day upon the completion of the number of hours in their normally scheduled work day of the scheduled work period, which shall be paid at straight time, or working to the end of their normal regularly scheduled shift if completing their regular shift (unless safety considerations dictate otherwise); in which event they shall be paid overtime for all time worked in excess of the scheduled shift in accordance with this contract Section 10. Determination of sufficient work force available to allow an early release will be made by the Department Head or his/her designee. Time worked shall be calculated from the time of arrival on the regular job site to the time of release by the Department Head or his/her designee.
- B. Response from Home. Employees in Information Services, Facilities Maintenance, or Public Works who are not "On Call" and who are contacted outside their work hours to address and respond to City system malfunctions electronically from home or other off work site location shall receive one (1) hour overtime compensation. If the employee is contacted more than once between work days, they shall receive one (1) hour overtime compensation for calls received and responses made in the same hour. Calls and responses in separate hourly periods will be compensated at overtime rate for each separate hour.
- C. Declared Emergencies Affecting Public Works Operations: The City and Union agree that events declared as emergencies by the Mayor, City Manager, or Department Director may require significant changes in departmental operations in order to maintain essential services to the citizens of Bothell. It is understood by the parties that the Emergency Coordination Center (ECC) may not necessarily be activated during the emergency.

During declared emergencies, employee compensation shall be according to the AFSCME collective bargaining agreement except as follows:

1. 1. Employees called back from vacation to work or who already had scheduled vacation planned and approved by their supervisor, and whose vacation is cancelled because of an emergency:
 - a) a) shall have the option of cashing out accrued vacation for each shift worked on the day which they were called back to work or on their cancelled vacation day subject to Section 2c below, OR the option of saving the unused vacation leave to be utilized per Article 18 of the AFSCME agreement. The employee may request cash out of the same number of hours

of accrued vacation leave as the number of hours worked on the shift, to a maximum of the number of hours they normally work under their regularly scheduled shift (for example: an employee working a regular Monday through Friday 8 hour a day schedule would be able to cash out a maximum of eight hours for the day; an employee working a 4/10 schedule would be able to cash out a maximum of ten hours for the day; and an employee working a 9/80 schedule would be able to cash out a maximum of nine or eight hours for the day based upon their normal week's schedule.)

2. Employees eligible for vacation cash-out under Item (1.a) of this section are limited to a maximum of eighty hours of vacation cash out in a calendar year.

4.3. Employees may cash out vacation per item (1.a) of this section by completing the appropriate form and submitting it with their regular time sheet for the pay period in which they were called in from vacation or their vacation was cancelled by the City.

Section 10 - Non-Pyramiding. Overtime pay, cost-of-living and step grade increases shall be based on straight time rate of pay only unless FLSA requires otherwise. Further compensation will not be paid (or compensatory time approved) more than once for the same hours worked.

Section 11 - Union Business. Recognizing that Labor/Management relations are of significant importance to the City and the Union, reasonable time off with pay from normal working hours shall be granted to official Union Representatives for handling grievances, attending meetings or other legitimate Union business subject to reasonable notice and the agreement of the supervisor.

Section 12. No more than three (3) employees from the bargaining group shall be granted leave from duty without loss of pay for meetings between the Union and the City for the purpose of negotiating the terms of a collective bargaining agreement.

Section 13 - On-Call. Employees may be required to carry a phone and respond ~~to a pager~~ as determined by the Department Head. Employees assigned City phones or radios that are taken home are not assumed to be on-call unless so designated by the Department Head. Employees will receive on-call pay at the rate of \$45.00 per day when such duty is assigned and pay at their regular hourly rate for time worked in response to the call. Time worked shall begin at the time they are contacted and end when tasks related to the call are complete. On-call time shall count towards time worked in computing the forty (40) hour work week in accordance with Article 12, Section 4 of this contract. -Employees on vacation or out on sick leave shall not receive on-call pay. They may be assigned a phone pager but not a City vehicle, unless determined to be necessary by the Department Head.

Section 14 - Reporting of Time Worked. Time worked shall be reported to the nearest one-half (1/2) hour (Example: 1-15 minutes = 0 hour; 16-45 minutes = 1/2 hour; 46-75 minutes = 1 hour).

Section 15 - Call-Back Meals. When employees are called back to work for unscheduled time, they shall be entitled to a meal payment in accordance with the Personnel Policies.

Section 16 - Flex Time. It is the intent of the City to offer Flex Time to its employees where such Flex Time does not disrupt services and to this end, the City shall make reasonable efforts to accommodate those employees who request an alternative work schedule. Employee requests to work a schedule different than the established schedule will be considered by the Department Head. Such work schedules shall be initiated and terminated at the discretion of the Department Head with the approval of the City Manager.

ARTICLE 13 - PROMOTION/VOLUNTARY DEMOTION/TRANSFER

Section 1. Employees shall be entitled to apply for available openings in positions within the bargaining unit. The City encourages employees to apply for promotions.

Section 2. Job announcements shall be approved by the City and posted within all City Departments for seven (7) calendar days. Requirements for the position must be met as described in the appropriate job announcement and description. Employees seeking a position shall complete an application listing his/her qualifications and other applicable information and present same to the City within the posting period.

Section 3. Qualified applicants shall be given a job related test that is reasonable and nondiscriminatory. The appointing authority will consider the applicants' qualifications, record of performance and seniority. The same test shall be given to all applicants for the same vacancy. All tests shall contain a numbered score. For the purpose of this section, tests may be written, oral, or a combination of both.

Section 4. An employee who is promoted shall be paid at the step in the new range which represents at least a one step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay range, whichever is greater.

Section 5. An employee who takes a voluntary demotion or transfer will be placed at a step in the new range that most closely matches his/her current salary.

ARTICLE 14 - CLOTHING/APPEARANCE

Section 1. Employees are expected to maintain a clean and professional appearance. Protective clothing required by the City will be provided by the City. The City may provide uniform pants, shirts, coats, or specialized safety clothing (boots, reflective coats) for AFSCME employees. Uniform pieces may be rented and cleaned by the City or purchased by the City and cleaned by the employee depending on the

department/division assigned. Administration of this Article is contingent upon the Labor/Management Committee policies governing uniforms/safety clothing for each department division effected.

- A. Employees that are issued rental uniforms are expected to wear their complete uniforms during assigned work hours.
- B. Employees that are provided with other uniform items (shirts, coats, etc.) shall wear them in accordance with city policies.
- C. All uniform items shall be distributed through a quartermaster system to be developed by the City and reviewed by AFSCME through the Labor/Management Committee prior to implementation.
- D. Employees shall be required to sign for all uniform pieces at time of issue and return all uniform pieces upon leaving employment with the city or with the department that issued the uniform. Failure to return all issued equipment may result in delay or reduction of final pay disbursement.
- E. Employees required to wear safety boots ~~will be reimbursed the cost of said boots~~ follow the City "Quartermaster" system for purchasing said boots, paid for by the City, on an as-needed basis no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by their supervisor Quartermaster to be no longer serviceable. Effective January 1, 2015, the annual reimbursement for boot allowance under the City's "Quartermaster" system is shall be \$250. In lieu of reimbursement and with supervisor approval an employee may charge safety boots on a mutually agreed vendor account set up by the City.

ARTICLE 15 - RATES OF PAY

Section 1. Effective January 1, ~~2020~~2017, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-~~Bremerton~~ Bellevue June ~~2018~~2015 to June ~~2016~~2019-Index, which is ~~1.72.0~~ percent (~~1.72.0~~%).

Section 2. Effective January 1, ~~2021~~2018, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-~~Bremerton~~ Bellevue June ~~2019~~2016 to June ~~2020~~2017-Index, which is ~~3.0~~ percent (~~3.0~~%).

Section 3. Effective January 1, ~~2022~~2019, the AFSCME salary schedule shall be increased by 100% of the CPI-W Seattle-Tacoma-~~Bremerton~~ Bellevue June ~~2020~~2017 to June ~~2021~~2018-Index.

Section 4. Deferred Compensation. Employees are eligible to receive a 2% deferred compensation match of their base wage on an annual basis, upon enrollment, if they meet the following criteria:

1. The employee overall “meets expectations” as documented in their most recent performance review as of January 1, 2020, and;
2. The employee is at step 7 within the salary range for their position classification, or the employee has at least seven (7) years of service at the City. .-

Bargaining unit employees who are employed on the date this contract is signed and who meet requirement 2 above will be eligible for the deferred compensation match and will only be required to meet requirement 1 above upon the completion of their first performance review after January 1, 2020.

In the event that a performance review is not completed on or before the anniversary date, as defined by City policy as of the date this contract is signed, the employee will be eligible for the deferred comp match as outlined above until the next anniversary date.

The deferred comp match will be paid out every pay period.

Section 5 – Merit Hour: Employees eligible for merit hours on March 1, 2020 as outlined in the previous agreement will receive those hours in accordance with that agreement with confirmation from their supervisor that they have “exceeded expectations”. s: Employees who are compensated at Step 7 of the pay range and who receive an overall “exceeds job requirements” rating on their annual evaluation, shall be eligible to be awarded up to 42 merit hours. Merit hours eligible for award at the next annual review are based upon a percentage of annual hours worked and the month in which the employee was promoted to Step 7 according to the following schedule. Merit hours are pro-rated for part-time employees based upon the number of hours worked per year. Merit hours must be utilized within two years of being earned.

<u>Annual Review Month in Which Step 7 is Attained</u>	<u>Merit Hours Employee is Eligible for on the Next Annual Review</u>
<u>January 1</u>	<u>42</u>
<u>February 1</u>	<u>39</u>
<u>March 1</u>	<u>35</u>
<u>April 1</u>	<u>32</u>
<u>May 1</u>	<u>28</u>

June 1	25
July 1	21
August 1	18
September 1	14
October 1	11
November 1	7
December 1	4

ARTICLE 16 - HEALTH CARE

Section 1 - Medical Insurance. The City shall provide a medical insurance plan covering sickness and injuries for regular, full-time and regular part-time employees and their dependents. So long as the City is able to maintain group coverage under its existing providers, Regence/BlueShield, or a replacement thereof, the City will provide optional coverage with Kaiser Permanente; provided, however, that in the event the City group coverage plan is jeopardized as a result of payment to this optional carrier, the City may terminate this selection by notifying the employees in writing.

The City shall provide medical coverage to employees covered by this Agreement in the form of a choice between the following plans:

1. Association of Washington City's (AWC) Regence BlueShield HealthFirst – 250 Plan or a materially similar plan, or;
2. AWC's Regence Blue Shield High Deductible Health Plan (HDHP), ~~and optional group coverage under~~or;
- 1.3. AWC's Kaiser Permanente \$20 co-pay/\$200 deductible Plan (HMO).

~~Section 2 – Voluntary Employees' Beneficiary Association (VEBA). The City agrees to provide a VEBA or something similar to AFSCME employees in recognition of the savings the City achieved by moving to the Regence BlueShield HealthFirst 250 Plan and Kaiser Permanente \$20 co-pay/\$200 Deductible Plan.~~

~~Regence BlueShield HealthFirst 250 Plan: Effective January 1, 2018 the City agrees to contribute a one-time lump sum into a VEBA in the amount of \$250 for employee only, \$500 for employee and one (1) dependent, \$750 for employee and two (2) dependents and \$1,000 for employee and three (3) or more dependents.~~

~~Kaiser Permanente \$20 co-pay/\$200 Deductible: Effective January 1, 2018 the City agrees to contribute a one-time lump sum into a~~

~~VEBA in the amount of \$200 for employee only and \$400 for employee and one (1) or more dependents.~~

Section 2 –Health Savings Account (HSA). Effective January 1, 2020 the City agrees to provide an HSA for employees who enroll into a HDHP as outlined in Section 1.

A. For the first year that an employee enrolls into a HDHP, the City agrees to contribute a one-time lump sum into a HSA in the amount of \$2000 for an employee only or \$4000 for an employee who has a spouse and/or dependent(s) enrolled on their plan. Employees are only eligible for the lump sum payment outlined in this section one time. ;

B. –For the second year an employee rolls into a HDHP and every year after, the City agrees to contribute a lump sum of \$1500 for an employee only or \$3000 for an employee who has a spouse and/or dependent(s) enrolled on their plan.

Section 3 - Dental and Vision Insurance. The City shall provide group dental and vision insurance programs for regular, full-time and regular part-time employees and their dependents. Beginning on the first of the month that follows the date of signing this agreement, the City will provide WDS Dental Plan F and Orthodontic Plan V, or a materially similar plan, for regular, full-time and regular part-time employees and their dependents.

Section 4 – Long-term Disability Insurance. The City shall provide an AWC group long-term disability insurance plan with a 90 day waiting period and a 60% benefit to regular and limited term, full-time and part-time employees.

Section 4-5 - Life and Accidental Death & Dismemberment (AD&D) Insurance. The City shall provide group life and AD&D insurance coverage on regular, full-time and regular part-time employees in the face amount of \$50,000. Each employee may designate the beneficiary on such coverage. The City shall pay the premiums for said life and AD&D insurance for regular full-time employees and shall pay a portion of the premiums for regular part-time employees, as indicated in Article I, Section 4.

Section 5-6 - Health Care Benefits. All health care benefits shall remain in force during the entire term of this contract. This includes all leaves of absence; in cases of leave without pay, the employee shall pay the health insurance premiums, with the exception of that portion of leave without pay that qualifies as Family and Medical Leave and maternal disability.

Section 6-7 - Flexible Spending Account (FSA). The City shall provide and administer a Flexible Spending Account (FSA) for Employees and their dependents under IRC Section 125. Employees may choose to participate in the Premium Only and/or Medical and Dependent Care Expense Accounts.

Section 7-8 - Healthcare Premiums. The City and employees shall share the cost of healthcare premiums as outlined below:

- A. The City shall pay 100% of the medical and dental insurance premiums for regular full time employees, and 90% of the medical and dental insurance premiums for eligible employee spouse/dependents. Employees shall pay 10% of the medical and dental insurance premiums for their eligible spouse/dependents. The City shall pay 100% of the vision insurance premiums for regular full time employees and their dependents.

The City shall pay a portion of the premiums for regular part-time employees pursuant to items A of this section and as indicated in Article 1, Section 4.

Health benefit eligible employees who share a dependent or dependents may only enroll the dependent or dependents under one of the employees' health plans. The City will not pay the employer portion for dependent coverage under both plans. Employees who receive health benefits as an employee of the City may also cover themselves or their separate dependents under the spouse's or domestic partner's City health plan, but entirely at their expense.

Section 89. The City retains the right to change the carrier or funding mechanisms for any or all of the above insurance coverage, provided benefits are not materially reduced during the term of this contract. Should management wish to consider benefit trade-offs for an overall improvement to the health benefit plans, management will negotiate with Union regarding the trade-off provisions.

Section 910. In order to be eligible for domestic partner benefits, the employee and his/her domestic partner must meet the qualifications under RCW 26.60 and be registered as domestic partners with the State of Washington. Proof of registration with the State must be on file with Human Resources to be eligible for benefits.

Section 4011. Healthcare "Opt Out" Option: Benefit eligible employees may choose to "opt out" of the City's medical insurance coverage and be eligible to receive a premium rebate as follows. (Note: for the employee to "opt out" they must provide annual proof of coverage for themselves under another group medical insurance plan. (Proof of coverage may also be requested by the City at any other time.) Monthly rebates shall be divided among pay periods (24 per year) and pro-rated for eligible part-time employees and period worked. New employees who opt out shall be eligible for a rebate the first pay period they are employed.

	Employee Opt Out	Spouse/Domestic Partner and Dependents Opt Out
Monthly Rebate	\$110.00	\$220.00
Requirement	Must provide annual proof of coverage and enrollment under	Employee declines coverage for eligible

	another group medical insurance plan.	spouse/domestic partner and dependents.
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Section ~~11~~12. Healthcare Opener.

Both parties understand that there are potential cost savings to the City when employees choose to enroll into a HDHP. Both parties agree to re-open Article 16 from January 1, 2022 to March 31, 2022 to evaluate the cost savings of HDHP enrollment and discuss the overall benefits package provided to employees. During this time period both parties agree to discuss and negotiate in good faith changes to Article 16 and the overall benefits package within available budgeted funds as approved by the City Council. If agreement is reached to make changes they can be implemented in the form of a Memorandum of Understanding signed by the City Manager and the Union President.

~~The City and Union agree to re-open Article 16 - Healthcare in the 2nd year of the contract to evaluate the cost savings of employees moving to the HDHP. 1st quarter of 2018 to examine health care costs and consider alternative health care plans. The terms of this Article may only be altered by mutual agreement, and both parties agree to negotiate in good faith.~~

ARTICLE 17 - HOLIDAYS

Section 1. The following holidays shall be recognized as follows:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	At Employee's Choice with Department Head Approval

All regular full-time employees' holiday pay will be paid at 8 hours. If any holiday, with the exception of the non-cumulative personal holiday, falls on a Saturday, the preceding Friday shall be the observed holiday. If the holiday falls on a Sunday, the following Monday shall be the observed holiday.

Employees working other than five 8-hour days will be compensated for 8 hours of holiday and must either take accrued vacation or comp-time ~~or able to~~ adjust their work schedule to accommodate the 8 hour holiday in a manner mutually agreed upon with their supervisor.

Whenever a holiday falls on an employee’s regularly scheduled day off and the employee is not granted another day off during the work week in which the holiday was observed, a compensating day off with pay shall be added to the employee’s holiday bank. Holidays banked under this section are not eligible for cash out and must be utilized in the year in which they are earned. All regular part-time employees' holiday pay shall be based on their regularly scheduled work hours during the month in which the holiday occurs. This compensation shall be rounded off to the nearest one-half hour. To be eligible for Holiday pay, an employee must be on paid status the work day immediately preceding and the work day immediately following a holiday.

Section 2. An employee required to work a holiday shall be paid at time and one-half of their regular rate of pay, plus eight hours of holiday pay at their regular rate of pay. Employees who are required to work 4 hours or more on Christmas Day, Thanksgiving Day, and New Year's Day, Labor Day, Independence Day or Memorial Day shall be entitled to a supplementary payment of \$60.00. Police employees are subject to the provisions specified in addendum A.

Section 3. An employee shall be eligible for Floating Holidays upon completion of six (6) months continuous employment. The holiday shall be taken at a time approved by the employee's supervisor. The employee shall make a request to the supervisor five (5) days in advance unless waived by the supervisor. Upon separation an employee will be paid pro-rata accrual for floating holidays if not already taken for the year.

ARTICLE 18 - VACATIONS

Section 1. Annual paid vacation time shall be granted according to the following chart. All regular part-time employees' vacation accrual shall be pro-rated based on their regularly scheduled work hours. This compensation shall be rounded off to the nearest one-half hour. The accrual schedule is as follows:

<u>Completed years of Continuous Full-Time Service from Date of Hire</u>	<u>Annual Vacation Hours Accrued</u>
1 year	96 hours
4 years	120 hours
9 years	144 hours
14 years	160 hours
19 years	176 hours

Section 2. After six (6) months continuous service, an employee's vacation days accrued shall be vested as of the end of each full month's service from date of hire. No employee may take paid vacation time off during the first six months of employment.

Section 3. Vacations shall be taken at times approved by the Department Head, but with due regard for other desires of the employee. Employee vacation requests shall be

submitted normally within five (5) days advance notice unless waived by the employer and shall be responded to within five (5) working days of the request.

Section 4. Up to two-hundred and forty (240) hours of one year's accrual may be carried over to the following calendar year. ~~Accruals in excess of one year up to a maximum of two years require City Manager approval. Upon separation of service employees will have all vacation accrual paid out at their base hourly rate.~~

ARTICLE 19 - OTHER LEAVES OF ABSENCE

~~Section 1 - Sick Leave. Sick leave shall be earned and utilized based on the accrual of eight (8) hours of sick leave for each month of continuous full-time employment, with a maximum accumulation of 960 hours. All regular part time employees' sick leave shall be pro-rated based on their regularly scheduled work hours. This compensation shall be rounded off to the nearest one-half (1/2) hour. Sick leave may be used for the following purposes:~~

~~A. Personal illness or incapacity.~~

~~B. Medical or dental treatment of the employee or his/her dependents.~~

~~C. Illness necessitating the employee's absence from work to care for an immediate family member. Immediate family shall include:~~

- ~~1. Spouse/domestic partner of employee;~~
- ~~2. Child of employee, including stepchildren;~~
- ~~3. Parent, grandparent, sister or brother of employee;~~
- ~~4. Any relative living in employee's household; and~~
- ~~5. In relationships other than those set forth above where the employee is responsible for care, the use of sick leave may be granted by the City, upon request.~~

~~D. Family and Medical Leave as indicated by City Policy and applicable State and Federal Law.~~

~~E. To supplement a disability insurance or workers' compensation benefit, if allowed by the applicable policy or law, but only to a maximum of six consecutive months' absence from work unless otherwise indicated by the Americans with Disabilities Act.~~

~~Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour prior to the start of the work day. Failure to so notify may result in disciplinary action. The City may require a doctor's certificate to verify the use of sick leave. (See special provisions for Police department employees in Addendum A.)~~

Section 1 Sick Leave. Sick leave shall be earned and utilized based on the accrual of eight (8) hours of sick leave for each month of continuous full-time employment. All regular part-

time employees' sick leave shall be pro-rated based on their regularly scheduled work hours. This compensation shall be rounded off to the nearest one-half (½) hour. Any sick leave accrued which is unused and unconverted to vacation per the section 7 below shall be carried over from one calendar year to the next. Sick leave may be used for the following purposes:

- A. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- B. The employee's care for a family member with illness, injury or health condition; care for family member who needs medical diagnosis, care or treatment; care for family member who needs preventive medical care. Family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; sibling; any relative living in employee's household or in relationships other than those set forth above where the employee is responsible for care, the use of sick leave may be granted by the City, upon request.
- C. Medical, dental or vision treatment of the employee or his/her family member.
- D. An absence due to closure of the City's offices by order of public official for any health-related reason, or where the employee's child's school or day care is closed for such a reason.
- E. Absences covered by the Domestic Violence/Sexual Assault leave policy.
- F. Family and Medical Leave as indicated by City Policy and applicable State and Federal Law.
- G. To supplement a disability insurance or workers' compensation benefit, if allowed by the applicable policy or law, but only to a maximum of six consecutive months' absence from work unless otherwise indicated by the Americans with Disabilities Act.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour prior to the start of the work day. Failure to so notify may result in disciplinary action. The City may require a doctor's certificate to verify the use of sick leave. (See special provisions for Police department employees in Addendum A.)

Section 2 - Bereavement Leave. A full-time employee may be granted up to three (3) days of leave without loss of pay because of death of a member in the immediate family. A part-time employee may be granted bereavement leave, pro-rated based on his/her regularly scheduled work hours. Bereavement leave may be utilized while an employee is on probation. Bereavement Leave over three days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as ~~husband, wife, domestic,~~ spouse, domestic partner, children, stepchildren, mother, father, stepparents, in-laws, grandparents, grandchildren, brother or sister of the employee, and any individual as approved by the employee's Department Director.

Section 3 - Military Leave. ~~Employees will be granted military leave in accordance with state and federal law. In accordance with RCW 38.040.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.~~

Section 4 - Civil Leave. While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the City. Court payments for travel are to be retained by the employee.

Section 5 - Leave Without Pay. The City Manager may grant leave of absence without pay in appropriate circumstances. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one month in advance for the period of said leave. Employees taking leave without pay for family and medical leave will have their health benefits paid for up to 12 weeks of leave, according to City policy.

Section 6 - Shared Leave Program. The Shared Leave Program enables regular and limited term full-time and part-time employees to donate annual vacation and/or comp-time leave to fellow regular full-time and part-time employees who are faced with taking leave without pay or termination due to extraordinary personal illness or incapacity or other similar catastrophic events. The program also allows employees to accept donated annual vacation and/or comp time leave to care for immediate family members as defined in Section 1 of Article XVII of this Agreement, suffering from an extraordinary personal illness or incapacity if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program for any individual employee is subject to agreement by the City and the availability of shared leave from other employees. The City's decisions in implementing and administering the shared leave program shall be reasonable.

6.1 Donor Restrictions. An Employee may donate any amount of vacation and/or comp-time leave to which he/she is entitled provided the donation does not cause the employee's vacation leave and/or comp-time bank to fall below 40 hours. The

donation shall be accounted for in a dollar amount equal to the hours donated multiplied by the hourly pay of the donor.

6.2 Donee Restrictions. A post-probationary employee may receive shared leave provided he/she meets the following standards:

- A. The employee has complied with the sick leave provisions of this Agreement insofar as they may be applicable.
- B. The employee is not eligible for time-loss compensation under RCW 51.32 (Worker's Compensation) or disability benefit payments through the disability insurance plan, except as provided below.
- C. The employee has submitted, if requested, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- D. All other forms of available paid leave in excess of 40 hours of sick leave and 40 hours of vacation leave shall be used before shared leave.
- E. Leave shall be granted in an amount of hours equal to the donation dollar amount divided by the hourly pay of the donee.
- F. If an employee is on leave without pay and receiving disability or workers' compensation benefits, shared leave may also be received in an amount sufficient to pay the employee's health care benefits while on leave without pay, for a maximum of six consecutive months.

~~Section 7. Sick Leave Incentive Program. Employees are eligible for an incentive for reduced use of sick leave for each calendar year. Incentive will be paid as follows:~~

- ~~A. Less than 11 hours of sick leave used in one calendar year - 16 hours of vacation added to vacation leave bank.~~
- ~~B. Between 11 and 20 hours of sick leave used in one calendar year - 8 hours of vacation added to vacation leave bank.~~
- ~~C. New employees eligible for sick leave incentive hours shall have the hours prorated based upon their month of hire.~~

~~Section 8. Sick Leave Incentive Bank: Once an employee has reached the sick leave cap identified in Section 1 of this article, a separate bank of additional sick leave hours will be established. This will be known as the "sick leave incentive bank", which will have a maximum accrual cap of 960 hours. Employees may only add to the sick leave incentive bank when they are at the maximum accruable hours of their regular sick leave bank. Sick~~

~~leave may not be drawn from the sick leave “incentive” bank unless the employee authorizes the use of sick leave “incentive” bank hours.~~

~~Upon separation from service in good standing, employees will be reimbursed a percentage of the cash value of the accrued leave at their current rate of pay for all hours in their sick leave “incentive” bank based upon the following schedule:~~

Voluntary termination	10%
Layoff or Retirement	20%

~~The employee may request the reimbursement be paid out to them in their final check, or contributed to the employee’s City deferred compensation plan.~~

~~Retirement for the purposes of this policy refers to an employee who is eligible and has made application to begin collecting retirement benefits from Washington State Retirement Systems at the time of separation from service with the City.~~

~~Section 7. Sick Leave Conversion. Annually, rRegular eEmployees with more than 96 hours of accrued sick leave have the option of converting up to 24 hours of accrued sick leave to vacation leave. Employees electing to convert sick leave to vacation must notify Human Resources by November 1st and specify the number of hours to be converted, not to exceed 24. Human Resources will confirm the Regular Employee has at least 96 hours in their sick leave bank and will process the conversion to be effective the ~~second~~first pay period in ~~December~~January.~~

~~Section 8. Pay Out of Sick Leave Upon SeparationCash-Out: Upon separation from service in good standing, employees will be reimbursed a percentage of the cash value of the accrued leave at their current rate of pay for all hours in their sick leave bank over 960 based upon the following schedule:~~

Voluntary termination	10%
Layoff or Retirement	20%

~~The employee may request the reimbursement be paid out to them in their final check, or contributed to the employee’s City deferred compensation plan.~~

~~Retirement for the purposes of this policy refers to an employee who is eligible and has made application to begin collecting retirement benefits from Washington State Retirement Systems at the time of separation from service with the City.~~

~~Except as stated in Section above, unused sick leave will not be cashed out upon separation from the City. However, if a separated employee is rehired by the City within 12 months, the accrued sick leave balance that existed as of the separation date will be reinstated (excluding any portion that was paid out).~~

~~Section 9. Washington State Paid Family and Medical Leave (PFML). Employees are entitled to PFML effective January 1, 2020 in accordance with Title 50A of the~~

Revised ~~registered~~ Code of Washington. The City shall deduct 63.333% of the PFML premium from employee's paychecks in accordance with state law.

Section 10. Wellness Days. Between January 1 and October 1 of every year, employees that provide evidence to the Human Resources Department that they have completed the annual AWC Well City incentive will receive two (2) wellness days off. The days off shall be used by December 31 of the same year as approved by their supervisor. The utilization of wellness days shall not be unreasonably denied by management. All aspects of this incentive must comply with the requirements of the Health Information Privacy Protection Act (HIPAA).

ARTICLE 20 - DRUG TESTING

Section 1. Omnibus Transportation Employees Test Act - Policy Statement. The provisions of this Section are intended to comply with the Omnibus Transportation Employees Testing Act of 1991 (the Act) and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of alcohol and controlled substances is a treatable illness and the employer will make reasonable efforts to provide assistance to employees in need of help. An employee assistance program (EAP) is available to employees with personal problems, including those associated with alcohol or controlled substances use. The Employer and the Union will aid such employees who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

ARTICLE 21 - SAVINGS CLAUSE

Section 1. Should any Section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. At the request of either Union or the City, both parties shall enter into negotiations within ten (10) working days after said request for the purpose of arriving at a satisfactory replacement for the invalidated language.

Section 2 - Supremacy of Agreement. This Agreement, when in conflict with any Personnel Policy, Civil Service Rule or Regulation, shall prevail over such policy, rule or regulation. In all other cases, the Personnel Policy, Civil Service Rule or Regulation shall apply to employees in the bargaining unit.

Section 3 - Changes in Personnel Policies. Any changes in Personnel Policy materially affecting mandatory subjects of bargaining may be addressed in Labor Management Committee. This will not be considered a waiver of the Union's right to bargain regarding changes, as may be required by RCW 41.56.

ARTICLE 22 - TERM OF AGREEMENT

Section 1. Unless otherwise specifically indicated in this Agreement, this Agreement shall be effective upon ratification by the Union and approval by the City Council and shall remain in effect through December 31, ~~2019~~2022.

RATIFIED BY THE UNION THIS _____ DAY OF _____, _____.

THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES AFSCME -
AFL-CIO LOCAL #3845

~~Barry Tookey~~ ~~Carrie Caffrey~~
President, Local #3845

~~Aaron Milner~~ ~~Peter Pearson~~
Vice President, Local #3845

~~Jeff Smith~~ ~~Robin Schaefer~~
Secretary/Treasurer, Local #3845

~~Pat Thompson~~ ~~Josh Marburger~~
Washington State Council of County and City
Employees, AFSCME - AFL-CIO

APPROVED BY THE BOTHELL CITY COUNCIL THIS _____ DAY OF _____, ~~2017~~2020.

THE CITY OF BOTHELL

Jennifer Phillips
City Manager

Attest:

Laura Hathaway
City Clerk

**Addendum A
to the Agreement between
the City of Bothell and AFSCME Local #3845
Regarding Civilian Police Department Employees**

This Addendum is adopted as part of the agreement between the City of Bothell and AFSCME Local 3845. Where provisions of the contract conflict with this Addendum for employees of the Bothell Police Department who are represented by AFSCME, the following provisions shall supersede.

Section 1. Probationary Period. AFSCME Police Department employees, newly employed in Dispatch, Records, and Police Support Officer positions, have a 12 month probationary period.

Section 2. Working Hours & Shifts. All employees shall be employed on the basis of a work shift of between an eight (8) hour to a twelve (12) hour day. The specific hours and days worked shall be at the discretion of the Chief of Police or his/her designee.

1. Police Communications Center - This Addendum specifically recognizes the need for a flexible “relief” or “cover” shift in the Police Communications Center. Accordingly, as staffing levels permit, Police Dispatchers may be assigned to a relief shift at the discretion of the Police Chief or his or her designee. Such assignment shall be voluntary and will work a flexible 40-hour week, based on a four (4) ten (10) hour days shift. Such flexibility is necessary to meet staffing needs of the Communications Center and shall be approved by the Dispatch Supervisor.
2. Rotating Shifts - Employees who are required to work a rotating shift shall be assigned to a new shift at each scheduled rotation period. Rotation lengths are typically 3 or 4 months in length, and any substantive change is subject to written agreement of the Union and Management. Employees who are required to work longer than the scheduled rotation for a period greater than two weeks will be entitled to an increase in their base wage by three (3) percent for each week worked past the scheduled rotation. This premium will not apply if the employee voluntarily requests to remain on a shift (either through shift trading or by filling an available position). It will however apply in any other instance where an employee is required to remain on the shift by the Chief of Police or his/her designee.

Section 3. Changes in Normal Work Week/Hours. Should it be necessary in the interest of efficient operations, or in times of an emergency, to establish schedules departing from the normal work schedule, the City will give written notice of such change to the employee as far in advance as it is reasonably practical. Whenever possible, employees will be given at least ten days notice, unless agreed upon by both parties. In all such cases, the City will make every effort to accommodate and/or mitigate the potential impacts of the schedule change to the satisfaction of the employee and the City. This may include consideration of alternate scheduling, work assignments and/or time and a half compensation.

Section 4. Rest Periods and Lunch Periods. AFSCME Police employees who are required to remain in a status of continuous response shall be compensated for a shift that includes breaks and lunch periods. Other employees are governed by Article 12, Section 3 of the Agreement.

Section 5. Overtime. The hours worked in excess of a work shift day of between eight (8) hours and twelve (12) hours per shift day are designated as overtime. Employees shall work overtime only with the specific and prior approval of the Chief of Police or his/her designee. In circumstances where unscheduled overtime is required to meet minimum staffing levels, every attempt will be made to make required notifications, however overtime shall be assumed to be authorized unless specifically designated otherwise by the Chief of Police or his/her designee. In addition, all hours worked outside of an employee's regularly assigned shift (with the exception of non-mandatory training) will be considered overtime and will be paid at the overtime rate. This section replaces the current "short rollback" provision and short rollback will no longer be paid.

Section 6. FLSA Exempt Status: The Police Records Supervisor and Police Communications Supervisor positions will be treated as FLSA non-exempt and will be eligible to earn over-time and compensatory time.

Section 7. Callback. AFSCME Police personnel called back for training, mandatory meetings, or job related duties shall be paid at the overtime rate. AFSCME Police Employees who attend training, mandatory meeting, or job related duties on their regular days off shall be paid at the overtime rate for every hour of work, with a (3) three hour minimum. This requirement for overtime pay for training shall follow the provisions found in FLSA guidelines.

Section 8. Standby. AFSCME Police employees who are required, during an emergency or staffing shortage, to standby for callback at their residence during off duty hours shall receive standby pay at the rate of half (1/2) their hourly rate for every hour on standby. Such standby must be required by supervisory or command personnel.

Section 9. Call-Back Meals. AFSCME Police employees shall not be entitled to call-back meals.

Section 10. Clothing and Appearance. AFSCME Police personnel who are required to wear uniforms shall receive Department authorized uniforms and other clothing pursuant to the Police Department Quartermaster system in effect at the date of signing this agreement. The employer agrees to pay up to \$30 per month towards cleaning services for Uniforms supplied by the Employer for each member of the bargaining unit who is required to wear uniforms.

Section 11. Holiday's and Vacation. AFSCME Police Employees shall receive the same number of vacation hours (outlined in Article 18) and holiday leave (96 hours) (outlined in Article 17) annually as non-police employees, (shift workers in Dispatch will receive an

additional 8 hours of holiday leave annually on January 1st), in lieu of regular holiday days off afforded to non-police AFSCME employees.

Effective January 1, 2012, the annual 96 hours of holiday leave will be added to each full-time employee's holiday leave bank on January 1st of each year (full-time shift workers in Dispatch will receive 104 hours of holiday leave). The 96 hours (or 104 hours for Dispatch) of holiday leave will be pro-rated for part-time employees. When an employee takes a paid day of Holiday leave, the number of hours taken will be deducted from their Holiday leave bank. Leave may be scheduled for use upon the agreement of the employee and their manager, consistent with Department Policy.

Holiday leave must be utilized in the year in which it is earned and is not eligible for cash out except as provided in this section. Upon separation from service, holiday leave not taken will be cashed out on a pro-rated basis in relation to the number of holidays that have occurred in the year at the time of separation less the number of hours of holiday leave already taken by the employee for the year. (For example, if the employee separates from service in March, three holidays have occurred. If the employee has only utilized holiday leave hours equivalent to two holidays, they would be eligible for one day of holiday leave cashed out upon separation. However, if the employee has utilized holiday leave hours equivalent to three holidays, they would not be eligible for any holiday leave cash out.) Conversely, upon separation from service if the employee has utilized more holiday hours than have occurred in the year at the time of separation, the employee shall reimburse the City from their final paycheck for the excess holiday hours taken. (For example, if three holidays have occurred at the time of separation and the employee has taken holiday leave equivalent to four holidays, the employee must reimburse the City for one day of holiday leave.)

An AFSCME Police Employee required to work any of the following holidays shall be paid at time and one-half of their regular rate of pay:

Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Easter Sunday	April
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Veteran's Day	November 11
Day after Thanksgiving	Fourth Friday in November

AFSCME Police Employees required to work Christmas Day, Thanksgiving Day, July 4 or New Year's Day shall receive double time for all hours worked on the holiday.

Section 12. Vacation Scheduling. Vacation time for AFSCME Police Dispatch, Public Safety Officers and Records employees shall be granted using a priority system of primary and secondary requests.

In December of each year, employees will submit primary and secondary vacation requests for the following year. These requests must be submitted by December 31. Primary requests will be approved or denied not less than 60 days before the request is to take effect. Secondary requests will be approved or denied not less than 30 days before the request is to take effect. Every effort will be made by management to approve primary vacation requests.

When a conflict exists between requests, primary will be honored first, with seniority in position being the deciding factor between primary requests. Secondary requests will be honored second, again with seniority in position being the deciding factor. Additional vacation requests, or those submitted after the deadline, will be granted, as coverage is available.

~~Section 13. Sick Leave - Notification. Due to staffing requirements, notification of absence shall be given to the on-duty supervisor at the first indication that sick leave may be necessary, but no later than one and one-half hours prior to the start of the assigned shift. Failure to so notify may result in disciplinary action. The City may require a doctor's certificate to verify the use of sick leave.~~

Section 13. Sick Leave - Notification. Due to staffing requirements, notification of absence shall be given to the on-duty supervisor at the first indication that sick leave may be necessary, but no later than one and one-half hours prior to the start of the assigned shift. Failure to so notify may result in disciplinary action.

Section 14. Premium Pay.

1. Second Language Premium. Employees covered by this Addendum are required to speak and write fluently in English. Those who possess approved second language skills will receive 2% premium pay for the duration of their employment. Employees must be able to speak, understand, and clearly communicate in the second language to be eligible for the premium. Target languages include Spanish, Asian and Southeast Asian dialects, Japanese, and other languages as approved by the Chief of Police.
2. Training Premium. Police Dispatchers, Police Records Specialists, and Police Support Officers who are assigned to train new employees will receive a 4% premium pay while so engaged.
3. Master Public Safety Telecommunicator (MPST). Public Safety Telecommunicators who are assigned to the MPST shall receive a (six percent) 6% incentive premium based on the employee's monthly base salary.

Public Safety Telecommunicators who have made application to serve as MPSTs may be assigned by the Police Chief to serve in that capacity. This special assignment is not a civil service rank and the Public Safety Telecommunicator shall serve in the position of MPST at the discretion of the Chief of Police.

One MPST will be assigned to each shift (day, swing, and night) and may not remain on the same shift for more than two consecutive rotations, unless the needs of the Division dictate otherwise.

Public Safety Telecommunicators may be assigned as both an MPST and as a Communications Training Officer (CTO). Compensation for simultaneous assignment to these two duties shall be no more than a combined total of six percent (6%) incentive premium based upon the Public Safety Telecommunicator's monthly base salary.



City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Jennifer Phillips, City Manager
Kellye Mazzoli, Assistant City Manager (Presenter)

DATE: January 14, 2020

SUBJECT: Consideration of an Ordinance to Amend Chapters 2.44 and 2.45 Expanding Membership of the Parks and Recreation Board and Bothell Arts Commission to Include Youth Members

POLICY CONSIDERATION: This item asks the City Council to consider expanding the membership of the Parks & Recreation Board and Bothell Arts Commission to create two (2) new youth members on each. If approved, it has the potential to increase the ability of Bothell youth to advise the City Council on matters related to Parks, Recreation, Arts, and Culture for the City.

HISTORY:	DATE	ACTION
	SEPTEMBER 10, 2019	Council Conversations on youth participation
	During Council Conversations, City Council members discussed youth participation in local government. With the help a summer intern, staff was able to complete some research on establishing a Youth Commission and this was shared with the Council on September 9, 2019. The creation of a new Youth Commission was not included for implementation in the 2019-2020 Adopted Budget or 2019-2020 Adopted Council Goals.	

DISCUSSION: Since creation of a new Youth Commission was not included in the 2019-2020 Adopted Budget or Council Goals, resources are not available to develop and implement this initiative. However, as part of a Community Engagement strategy, staff proposes a pilot program to incorporate voting youth members into two of the City Council’s already established Boards and Commissions. This would allow for more youth engagement with minimal impact to City resources.

The staff liaisons of the Parks & Recreation Board and Bothell Arts Commission agree that youth membership could easily integrate into their respective Commissions. The processes and resources are in place to operate those

Commissions, and with a small amount of additional staff time from the Executive Office for marketing and onboarding, staff believes this could be implemented immediately.

The attached Ordinance outlines amendments to Chapters 2.44 and 2.45 which would allow for two (2) new youth voting members to each Board/Commission. Youth between the ages of 14-17 would be encouraged to apply for the positions and once selected, would serve a three (3) year term. Giving youth the opportunity to serve a multiple year term provides adequate time for their meaningful participation. Additionally, having two (2) youth members allows for additional support throughout their service.

Following successful implementation, additional youth opportunities could be added in the future. This might include adding youth to other Boards and Commissions, hosting a City Youth Forum, or establishing a Youth Commission. Further Council direction and input will be sought throughout the upcoming Community Engagement Strategy and Council Goal Setting processes.

**FISCAL
IMPACTS:**

The item has no financial implications, as proposed.

ATTACHMENTS:

Att-1. Ordinance Adding Youth Membership

**RECOMMENDED
ACTION:**

Approve the Ordinance to amend Chapters 2.44 and 2.45, expanding membership of the Parks & Recreation Board and Bothell Arts Commission to include youth members.

ORDINANCE NO. _____ (2020)

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON AMENDING CHAPTERS 2.44 AND 2.45 OF THE BOTHELL MUNICIPAL CODE EXPANDING MEMBERSHIP OF THE PARKS AND RECREATION BOARD AND THE ARTS COMMISSION TO INCLUDE YOUTH MEMBERS

WHEREAS, the City is committed to engaging its community members; and

WHEREAS, the City desires to increase engagement with the youth of Bothell; and
WHEREAS, youth membership could easily integrate into the Parks and Recreation Board and the Arts Commission;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BOTHELL, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 2.44.010 of the Bothell Municipal Code is hereby amended as follows, with new text shown in underline and deleted text shown in strikethrough.

2.44.010 Creation - Members.

A. *Creation.* There is created a parks and recreation board, consisting of nine ~~seven~~ members - seven general members and two youth members, appointed by the city council, from persons of recognized fitness for such positions. No ~~person shall be ineligible as a member by reason of sex or age, and no~~ member shall receive any compensation. ~~A majority of the m~~Members shall be residents of the city or ~~All members shall be residents of the city's urban growth area.~~

B. *Members.*

1. General Membership. ~~Except as provided in subsection (B)(2) of this section,~~ ~~†~~The parks and recreation board shall consist of seven general members whose term of office shall be three years, not more than three of which terms shall expire each year. All terms shall expire March 31st of the year of expiration for the individual term. Such parks and recreation board shall have only advisory powers and authority with respect to the management and supervision of the parks and recreational facilities and programs as are granted by this chapter and subsequent ordinances. General members shall be at least eighteen years of age at the time of application. Members of the board shall serve at the pleasure of the city council and may be removed at any time by a majority of the council. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which the original appointments are made.

2. Youth Membership. ~~Temporarily Expanded Members.~~ Membership of the parks and recreation board is expanded to add two positions which expire on July 1, 1994, at which time both terms and positions shall terminate. The parks and recreation board shall contain two youth members whose term of office shall be three years. The youth members shall be fourteen, fifteen, sixteen, or seventeen years of age at the time of application. The youth members shall have the same rights and responsibilities as the general members.

Section 2. Section 2.45.010 of the Bothell Municipal Code is hereby amended as follows, with new text shown in underline and deleted text shown in strikethrough.

2.45.010 Creation - Members.

A. *Creation.* There is created an arts commission, consisting of nine ~~seven~~ members - seven general members and two youth members, appointed by the city council, from persons of recognized fitness for such positions. ~~No person shall be ineligible as a member by reason of sex or age, and no member shall receive any compensation. A majority of the members shall be residents of the city or.~~ All members shall be residents of the city's urban growth area.

B. Members.

1. General Membership. The commission shall consist of seven members whose term of office shall be three years, not more than three of which terms shall expire each year. All terms shall expire March 31st of the year of expiration for the individual term. Such arts commission shall have only advisory powers and authority with respect to the allocation of one percent for the arts funding, promotion of fundraising for the arts and culture and promotion of arts and culture in the community as granted by this chapter and subsequent ordinances. General members shall be at least eighteen years of age at the time of application. Members of the commission shall serve at the pleasure of the city council and may be removed at any time by a majority of the council. Vacancies for the remainder of unexpired terms shall be filled in the same manner in which the original appointments are made.

2. Youth Membership. The arts commission shall contain two youth members whose term of office shall be three years. The youth members shall be fourteen, fifteen, sixteen, or seventeen years of age at the time of application. The youth members shall have the same rights and responsibilities as the general members.

Section 3. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. EFFECTIVE DATE. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Section 5. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

APPROVED:

LIAM OLSEN
MAYOR

ATTEST/AUTHENTICATED:

LAURA HATHAWAY
CITY CLERK

APPROVED AS TO FORM:

PAUL BYRNE
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

SUMMARY OF ORDINANCE NO. _____ (2020)

City of Bothell, Washington

On the XX day of XX, 2020, the City Council of the City of Bothell passed Ordinance No. XX (2020). A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF BOTHELL, WASHINGTON AMENDING CHAPTERS 2.44 AND 2.45 OF THE BOTHELL MUNICIPAL CODE EXPANDING MEMBERSHIP OF THE PARKS AND RECREATION BOARD AND THE ARTS COMMISSION TO INCLUDE YOUTH MEMBERS

The full text of this Ordinance will be mailed upon request.

LAURA HATHAWAY
CITY CLERK

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____ (2020)

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City of Bothell™

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Nik Stroup, Director of Parks and Recreation
Shelby Krogh, Parks and Recreation (Presenter)

DATE: January 14, 2020

SUBJECT: Study Session on Special Event Permit Process

POLICY CONSIDERATION: This item asks the City Council to participate in a discussion regarding their objectives for improvements to the Special Event Permit process. Staff will propose specific policy changes for Council consideration at a later date anticipated for Spring 2020.

HISTORY:	DATE	ACTION
	JUNE 19, 2012	City Council adopts Ordinance 2095: Special Event Permits
	MARCH 5, 2019	City Council considers updated Special Event Permit Process; Tabled until later date to include feedback
	JULY 16, 2019	City Council received an overview of next steps on the Special Event Permit Process update

On June 19, 2012, the City Council adopted Ordinance 2095 which implemented language and processes for permitting special events.

In fall of 2018, staff were asked to participate in updating Special Event Permit policies and processes to better address the growing number of applications received each year. On March 5, 2019, staff presented to Council proposed modifications to the Special Event Permit process, including a new application and requirements. Staff requested that Council:

- Approve the new process, application, and requirements
- Provide direction on whether event organizers should be required to pay the cost of contracted and City services necessary to meet City requirements, or if those costs should be subsidized by the General Fund

- Provide direction on use of Main Street and City Hall garage for special events
- Approve the proposed ordinance

After discussion and input from both City staff and community event organizers, Councilmember McAuliffe moved to table the item to a date to be determined by the City Manager to allow for additional public process and input. The motion carried 7-0.

On April 1, 2019, Volunteer and Special Event Coordinator Shelby Krogh was hired and tasked with taking over the Special Event Permit process, as well as with creating opportunity for further public input. On July 16, 2019, Council received a staff report with information on next steps. Completion of internal and external stakeholder interviews, as well as industry research, have taken place since that time and staff is seeking input from Council on their objectives for the new process.

DISCUSSION: Special events provide a unique and vital service in a community. They:

- Create space for neighbors and visitors to connect
- Provide opportunity to preserve tradition and celebrate diverse cultures
- Act as a conduit for tourism and economic development by increasing visibility of local attractions and businesses
- Foster partnership amongst public and private entities

Dependent on location and scale, special events can also prompt closures of streets, impact bus service, block access to businesses, and create risks in safety and sanitation.

In 2019, an estimated 37,000 people attended special events in Bothell. Of those attendees, 15,000 participated in City-organized events while an estimated 22,000 people participated in non-City-organized events.

Where are we now

Medium and large-scale special events that take place in the City of Bothell are monitored and regulated through the City's Special Event Permit application (Att-1). Special Event Permits are administered by the Special Event Coordinator in consultation with the following departments, who administer and oversee requirements for certain public health and safety elements:

- Executive – Emergency management, communications, and tourism
- Community Development – Life safety review, Americans with Disabilities Act (ADA) accessibility review, and business licenses
- Fire – Fire Permit and inspection (separate permit process); emergency medical technician (EMT) services
- Legal – Insurance and indemnification
- Parks and Recreation – Park/facility usage and city personnel for site maintenance
- Police – Security (PSES or other service provider), barricades, traffic and crowd control
- Public Works – Equipment, restrooms, waste disposal, City personnel for site maintenance, and Right-of-Way permits (separate process)

Every proposed event is unique and through the Special Event Permit process, City staff work with organizers to gain an understanding of the full scope of the event. Some events require very little City oversight, while others require staffing and service from multiple City departments. The permit and review process allows the City to ensure events meet legal requirements and are conducted in a manner that prioritizes public health, safety, and accessibility.

The City of Bothell processed 50 Special Event Permit applications in 2019, 42 in 2018, and 17 in 2017. Since 2014, the City has experienced a 1150% increase in Special Event permits processed. It is important to note that City events were not being evaluated through this process prior to 2018. Of the 50 applications processed in 2019:

Type of Event	Total Number of Events	Number of Events Organized by City	Number of Events Organized by External Organizer
Athletic	9	0	9
Camp	4	2	2
Commercial	4	0	4
Community (free)	24	21	3
Free Speech	0	0	0
School Picnic	5	0	5
Street festival/fair	4	0	4
Other	0	0	0

It is clear from the increase in special events that Bothell has become a desirable destination for special events. Conversely, the rapid growth and variety in Special Event Permit applications submitted each year is straining the City's existing permit process.

Based on Council goals and consistent feedback received from event organizers, staff recognizes improvements to our Special Event Permit process are necessary to support the higher volume of applications, address safety and sanitation concerns, and support special events that activate our public spaces.

To better evaluate the state of the current process, the Special Event Coordinator conducted internal and external stakeholder interviews to better understand strengths, weaknesses and opportunities.

External stakeholder interviews

Of the events organized by non-City-employed organizers, 25 unique individuals applied for a permit in 2019. These 25 individuals were asked to participate in an online survey to measure satisfaction with the current process, and prompt additional conversation and feedback. Nine organizers completed the survey, four of which agreed to one-on-one interviews with the Special Event Coordinator. Each interview consisted of nine questions and took place over one to two-hour spans. Staff interviewed a variety of organizers, including those who oversee a summer camp, a street festival, a free community event, and a commercial event. Six organizers provided specific feedback outside of the survey and interviews as well.

- When asked about overall level of satisfaction with the current Special Event Permit process, 56% were somewhat or very satisfied, while 44% of respondents were not so satisfied or not at all satisfied.
- 55% of respondents shared that it was somewhat easy to produce a special event in the City of Bothell, while 45% shared that it was not so easy or not at all easy.
- When asked to consider responsiveness of City staff during the permit review process, 44% of respondents shared that they felt the City was extremely or very responsive, 44% shared that they felt the City was somewhat responsive, and 12% shared that the City was not at all responsive.
- When asked how important permit costs are when considering whether or not to hold an event in the City of Bothell, 89% of respondents shared

that it is extremely or very important, while 11% shared that costs were somewhat important.

Additional key topics that arose in the survey and discussions are as follows:

- Permit process is cumbersome and difficult to navigate.
- Decentralized nature of communication with event organizers, including information about fees, requirements, and expectations is frustrating.
- Next steps and timelines for approval are unclear, creating stress and uncertainty for applicants.
- Partnerships and availability/cost of City resources (staff, equipment, money) are unclear and inconsistent.
- Increasing fees (Att-2) and requirements create barriers for many non-profit or cultural events.

Uncertainty was a key theme in nearly every conversation that staff had with event organizers throughout this feedback process. Increasing fees have caused tension as organizers grapple with their budgets and a few organizers expressed that new increases may drive them to either move their event to another City or cancel it altogether. Organizers also felt as though expectations regarding safety and sanitation were not clear from the beginning and only became so once they'd begun the review process and invested money in their event. By addressing these concerns with an updated permit process, the City will hopefully be able to continue hosting long-standing special events, increase trust in City services, and lower barriers for new events that add value and diversity to our community and economy.

Internal stakeholder interviews

City staff directly impacted by or involved in the Special Event Permit process were asked to provide feedback as well. Interviews were conducted one department at a time and staff were asked 17 questions. Key topics that arose in the interviews are as follows:

- The permit process and associated fees must be streamlined to decrease confusion and equitably ensure safety and sanitation standards are met.
- Consistency amongst the quality of application materials is necessary for staff to review applications in a timely manner.
- Addressing requirements for non-traditional uses of space and atypical structures (ex: risers) will decrease confusion for staff and organizers.

- Direction is needed on who is designated as a City partner, and what level of support is granted to those events.
- Increasing requests and/or need for City resources (staff, equipment, etc.) creates strain on department staff, resources and budgets.

Structure, consistency, and efficiency were the primary themes of discussion amongst internal departments. As the number of special event applications grow, staff are faced with using a process that can no longer handle the variety and complexity of events taking place in the community. By addressing the challenges above, the City can more appropriately allocate resources to the special event permit process, and ultimately provide more meaningful customer service to organizers.

Where do we want to be?

Based on the feedback received, staff is proposing that the update of the Special Event Permit process seek to accomplish these objectives:

- **Streamline and centralize the customer experience**
By improving our Special Event Permit process and providing tools to clearly set expectations earlier in the process
- **Protect public safety and health**
By ensuring all events meet or exceed standards for safety and sanitation
- **Set clear, inclusive policies**
By standardizing requirements for events while still providing flexibility
- **Encourage a variety of events**
By setting appropriate levels of cost recovery for the permitting process and use of City resources
- **Activate public spaces**
By establishing venue standards that address impacts to community services, safety and sanitation

In addition to the objectives above, staff proposes to address the need and desire for a community event partnership program which would support events that strengthen Bothell's sense of community, celebrate its history, or provide a public benefit not otherwise addressed by the City. This program proposal would be addressed separately from the Special Event Permit process update, however will be included in our discussion given the feedback received from both internal and external stakeholders.

How do we get there?

For this study session, staff seeks Council's feedback on the objectives for the Special Event Permit process updates, and any other elements related to permitted special events in the community.

Once Council provides direction to staff on their objectives for the new permit process, internal departments will work together to create a plan that meets each objective and begin formatting policies and procedures to support them. Staff will also engage other municipalities and Washington Cities Insurance Authority to ensure best practices are being implemented.

Staff will propose specific policy changes for Council consideration at a later date anticipated for Spring 2020.

FISCAL IMPACTS: Fiscal impacts related to the Special Event Permit process update are contingent on direction given by Council to address the aforementioned goals.

ATTACHMENTS:

- Att-1. Current Special Event Permit Application
- Att-2. Current Special Event Permit Fees
- Att-3. Example Event Expenses (based on current fees)

RECOMMENDED ACTION: Provide staff with direction on Special Event Permit process updates.

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Contact:
Parks & Recreation
425.806.6760
www.bothellwa.gov



City of Bothell™

Special Event Application Packet

Special Event Guidelines

The City of Bothell recognizes the contribution of special events to the city's attractiveness for residents, tourists, and businesses. A Special Event Permit is required to use any type of a City-owned property when one or more of the following conditions exist (BMC 5.06):

1. The proposed event is reasonably likely to involve more than 75 people;
2. The proposed event is reasonably likely to require City personnel for road closures, traffic control, crowd control, or other safety and logistical support;
3. Public rights of way are impeded by the event's activities.
4. The proposed event requires approval from two (2) or more City departments;
5. Special circumstances which require (1) the coordination of multiple uses of public property; (2) assuring the preservation of public property and public places; (3) prevention of dangerous, unlawful or impermissible uses; and/or (4) protection of the safety of persons and property around the event; as determined by the City Manager or designee.

The application/permit process ensures that the activity meets legal requirements, allows the City to adequately schedule needed public services, and alerts affected neighborhoods and businesses. Please note that for events that take place solely within a City of Bothell park, there is a separate application process. Please contact Bothell Parks and Recreation at (425) 806-6760 for a Park Reservation Request Form or go to www.bothellwa.gov. For other exemptions to the permit requirement, please see the section "Exemptions."

The City of Bothell will review all requests and make a decision to permit the event based on the following considerations.

- Safety of pedestrians and vehicles
- Overall impact on street access and traffic
- Impacts of other activities (events, construction) on the date(s) requested
- Number of times a neighborhood has been impacted by events in a one-year period
- Availability of City personnel and resources

In the case of a schedule conflict or multiple events impacting a specific neighborhood, priority is given to City of Bothell events and to others on a first-come, first-served basis.

Special Event Requirements

Pre-Event Coordination

Provide and submit to the Special Event Coordinator all necessary permit information including a completed Special Event Application Form. All necessary documentation must be included with the application at the time of submittal, at least 60 days prior to the event. Meet all event requirements in a timely manner.

The nonrefundable application fee is set forth in the 2019 Fee Schedule (Resolution No 1383):

Small Event (100-200 participants and/or a race) = \$300.00*

Large Event (200+ participants and/or parade of any size) = \$675.00*

**Please note that additional shelter rental fees apply for events that take place within a City of Bothell park.*

Notification of Impacts

Provide proof of any communications, letters, flyers, signage, news releases or newspaper ads informing these parties of the event and any impacts such as traffic volumes, parking, detours, delays and noise. The parties to be notified will be determined by the City and may include residents, businesses, transit, WSDOT and other agencies. All communications must include a name and contact information for the event organizer(s). This communication should be completed 2 weeks prior to the event. For events with significant impacts to residents and/or businesses, the City may notify the impacted area and allow a comment period during the 30-day review.

Limitations on Event Promotion

The date of the event shall not be considered confirmed and the applicant shall not market or promote the event until the City issues the special event permit.

Traffic Control Plan

Provide detailed plan of traffic control with map showing placement of traffic monitors and public safety officers in critical areas. This plan needs to include an emergency services plan (first aid & medical assistance) showing a site diagram of the event for emergency access routes and a plan to mitigate fire and medical emergencies. For assistance and expertise, please contact Bothell Police and Fire Departments.

Transportation/Parking Plan

Provide a written plan for handling event parking for the participants and spectators, and show any documentation pertaining to arrangements made with any transportation agencies such as Metro Transit, Sound Transit, Community Transit, WSDOT and the City of Bothell Public Works Department that may be impacted by traffic reroutes and/or delays due to street closures. Contact names and numbers must be provided to the City of Bothell. These agencies may be contacted at the conclusion of the event for evaluation purposes. Documentation must be received no later than 2 weeks prior to the event.

Security and Crowd Control

Any City requirements for uniformed public safety officers and/or other City staff will be determined by the City.

Portable Toilets

Large events may be required to provide portable toilets and hand-washing stations for attendees.

The American Restroom Association recommendation for provision of toilets is one restroom for each gender for every 300 persons. The following is a rough guideline for estimating the number of portable sanitation units:

# of People	Number of Hours for Event									
	1	2	3	4	5	6	7	8	9	10
	# of Portable Restrooms									
0-500	4	4	4	6	6	6	8	8	8	8
1,000	4	4	4	6	6	6	8	8	8	12
2,000	8	8	8	8	8	12	12	12	12	16
3,000	8	8	10	10	10	12	16	16	20	20
4,000	8	8	12	12	16	16	20	24	24	28
5,000	12	12	12	16	20	30	30	30	30	34

Garbage and Recycling

Garbage cans must be provided if existing public receptacles are not able to handle the large volume of waste created at the event. You are encouraged to contact the City’s Recycling Coordinator for information about how to maximize recycling at the event. The event organizer is responsible for cleanup and restoration of City property following the event. The City will charge for staff time at overtime rates for any additional cleanup that is required following the event.

Food Service and Health Codes

Required permits must be obtained and displayed for food preparation, handling and distribution. Please contact the appropriate county health department (King County or Snohomish County depending on where the event is located).

Fire Safety

In order to ensure a safe and enjoyable time for all at your event, the Bothell Fire Department requires you to contact the Community Risk Reduction Office: (425) 806-6250 for permit information. A fire permit and an on-site inspection may be required before the event can begin.

Business License

Anyone engaging in business in the City of Bothell must obtain and be the holder of a valid business license (BMC 5.04.010). “Business” means all activities for gain, such as the sale of goods or services. City of Bothell annual business licenses run from July 1 to June 30. Annual business license renewals are mailed during the month of June. If you have any questions regarding whether or not you need a business license or how to obtain a business license, please contact the City of Bothell Community Development Department (425) 806-6400.

Noise

All events must adhere to City Noise Regulations (BMC 8.26).

Equipment

Expenses related to barricades, traffic control devices, portable toilets, garbage receptacles and removal are the responsibility of the event organizer. Documentation in the form of a work order or an invoice that equipment needs/services have been arranged by the event organizer is required.

Volunteer Event Staff

Provide information of organization or group providing volunteer services. This information needs to include the main contact's name, address and phone number, the number of volunteers expected to be at the event, and where they will be stationed. Documentation must be received no later than 2 weeks prior to the event. **Note: Individuals providing traffic control/monitoring services must be over 18 years of age. Commissioned officers must be stationed at traffic signals.**

Americans with Disabilities Act (ADA) Requirements

The ADA requires that the City of Bothell and public accommodations to provide equitable access for people with disabilities. Applicants are expected to make every effort to follow ADA guidelines and provide and maintain access for people with disabilities. This may include providing a clear path of travel to and on sidewalks and maintaining designated parking and accessibility to restrooms for people with disabilities. More information: www.ada.gov.

Indemnification

The applicant shall agree to sign an indemnification agreement which shall require the applicant to indemnify, defend and hold the city harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted use;

Insurance

During all periods of use, sponsors of community events and persons using facilities by concession contract may be required to obtain and maintain public liability and property damage insurance acceptable to the city and/or other insurance necessary to protect the public and the city on premises to be used unless waived by the city manager. The limits of said insurance, if necessary, shall be established by the city manager. A certificate evidencing the insurance, or, upon written request of the city, a duplicate copy of the policy, shall be provided to the city as evidence of the insurance protection. This insurance shall not be canceled or reduced without prior written notice to the city at least 30 days in advance of the cancellation and shall name the city as a named or additional insured and shall be primary to any other insurance available to the city.

Special Events Permit Display

A copy of the approved special events permit shall be maintained at the location of the special event throughout the duration of the event

Grounds for Permit Denial

Reasons for denying a permit include:

- The event, as presented, cannot function safely.
- The City was not provided sufficient notice of the event. Special Event Permit Applications must be submitted 60 days prior to the event date.
- The diversion of police and fire resources to support the event would deny reasonable fire and police protection to other parts of the city.
- The event does not meet traffic control and/or parking management conditions.
- The proposed event would unreasonably disrupt the orderly or safe circulation of traffic as would present an unreasonable risk of injury or damage to the public.

- The applicant provides false or misleading information; the applicant fails to complete the application or to supply other required information or documents; or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
- The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property.

The City Manager or designee shall consult with the City Attorney before denying a permit, and the reason(s) for the denial shall be in writing.

Exemptions

Although not required to be issued a special event permit, an event organizer of an activity exempted from this chapter is required to comply with all local, state and federal laws and regulations governing public safety or health. The following activities are exempt from having to obtain a special event permit:

- Parades, athletic events or other special events that are sponsored or conducted in full by the City of Bothell;
- Funeral procession by a licensed mortuary;
- Temporary sales conducted by businesses, such as holiday sales, grand opening sales, sidewalk sales, or anniversary sales;
- Garage sales, rummage sales, lemonade stands and car washes;
- Activities conducted by a governmental agency acting within the scope of its authority;
- Lawful picketing on public sidewalks;
- Block parties, which must be applied for through a separate City process;
- Events that take place solely within a City of Bothell park that utilize the Park Reservation Request Form (BMC 8.60.040); and
- Right-of-Way use approved through the Public Area Use Permit process (BMC 17.20).

Revocation of Permit

All permits issued pursuant to this chapter shall be temporary, shall vest no permanent right in the applicant and may be revoked upon the occurrence of any of the following:

1. Immediate revocation in the event of a violation of any of the terms and conditions of the permit;
2. Without notice in the event such use becomes, for any reason, dangerous or any structure or obstruction permitted becomes insecure or unsafe.

APPLICATION CHECKLIST

At time of submittal:

- Completed application form
- Application fee (nonrefundable)
- Communications Plan
- Traffic Control Plan
- Parking Plan
- Security and Crowd Control Plan
- Toilet Facilities Plan
- Garbage, Recycling and Event Cleanup Plan
- Indemnification signature
- Proof of insurance

At least 2 weeks prior to event:

- Proof of impact notification as determined by the City
- Proof of agency notification
- Volunteer details

**PLEASE KEEP PAGES 1-6 OF THIS DOCUMENT
AND SUBMIT PAGES 7-10**



City of Bothell™

FOR STAFF USE ONLY	
Date received:	_____
Recipient:	_____
Nonrefundable fee paid:	_____
_____ cash _____ check _____ CC	

Special Event Permit Application

- Submit by mail to: Shelby Krogh, Bothell City Hall, 18415 101st Ave NE, Bothell, WA 98011
- Submit by email to: shelby.krogh@bothellwa.gov
- Non-refundable application fee per 2019 Fee Schedule: \$300.00 for Small events, \$675.00 for Large events
- Application due no later than 60 days prior to event. Allow 30 days for staff review.

Applicant Information			
Applicant Name:		Date:	
Company/Organization:			
Mailing Address:			
	City:	State	Zip:
Phone:	Day:	Evening	
	Cell:	FAX:	
Email:		Nonprofit ID#	

Event Information	
Date of Event:	
Event Set-up Time:	Event Take-down Time:
Actual Event Start/End Times (what would be published):	
Name of Event:	
Describe the general nature of the event:	
Proposed Event Location:	
Facilities you plan to use (check all that apply)	<input type="checkbox"/> Park <input type="checkbox"/> Street <input type="checkbox"/> Sidewalk <input type="checkbox"/> Trail <input type="checkbox"/> Other (describe)
Is the event <input type="checkbox"/> Private OR <input type="checkbox"/> Public	A private event is one in which you have a specific guest list and know who is going to attend. A public event is open to the general public through word-of-mouth, flyers, signs or media advertising.
Will participants be charged a fee? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain how much and the purpose for collecting the fee:
Estimated total attendance:	# of Staff:
Registered # of participants (if applicable):	# of Volunteers:

Event Components

Please mark all items that apply to your event and provide details in the box below:

<input type="checkbox"/> Alcohol	<input type="checkbox"/> Dance or Drama	<input type="checkbox"/> Fireworks	<input type="checkbox"/> Run (non-timed)
<input type="checkbox"/> Amplified Sound	<input type="checkbox"/> Distribution/sales	<input type="checkbox"/> Food	<input type="checkbox"/> Satellite
<input type="checkbox"/> Animals	<input type="checkbox"/> Drawing or Raffle	<input type="checkbox"/> Helium Balloons	<input type="checkbox"/> Sporting Event
<input type="checkbox"/> Bicycling	<input type="checkbox"/> Dunk Tank(s)	<input type="checkbox"/> Inflatable toys (large)	<input type="checkbox"/> Stage
<input type="checkbox"/> Bleachers	<input type="checkbox"/> Electricity/Generator	<input type="checkbox"/> Marching Bands	<input type="checkbox"/> Tables/Chairs
<input type="checkbox"/> Boats	<input type="checkbox"/> Entertainers	<input type="checkbox"/> Parade Floats	<input type="checkbox"/> Tents/Canopies
<input type="checkbox"/> Carnival Rides	<input type="checkbox"/> Exhibits or Displays	<input type="checkbox"/> P.A. System	<input type="checkbox"/> Theater
<input type="checkbox"/> Caterer	<input type="checkbox"/> Fencing/scaffolding	<input type="checkbox"/> Parking/Shuttle	<input type="checkbox"/> Vehicles
<input type="checkbox"/> Company Picnic	<input type="checkbox"/> Festival	<input type="checkbox"/> Race (timed event)	<input type="checkbox"/> Vendors
<input type="checkbox"/> Concert/Live Music	<input type="checkbox"/> Filming-video	<input type="checkbox"/> Rally/Protest	<input type="checkbox"/> Other _____
<input type="checkbox"/> Cooking/Barbecue	<input type="checkbox"/> Filming – photos		

Provide details for all checked event components and describe any “other” items not on the list:

Special Events Requirements (see Application Packet for Details)

Plans for notifying all affected residents, businesses and agencies (required 4 weeks in advance of event):

Traffic Control: Please attach to this application

- Event layout/route with directional arrows and street names.
- Placement and collection of signage, traffic control devices, barricades.
- Location of event staff, volunteers, traffic certified flaggers/monitor, and where police officers are needed for traffic route/intersection control.
- Planned routes for emergency services.

For assistance and expertise, please contact Bothell Police and Fire Departments.

Summarize your parking and transportation plans (proof of notification of affected agencies due 2 weeks prior to event):

Summarize your needs for security, crowd control and medical assistance:

Describe the number and location of portable toilets to be provided for the event:

Describe the arrangements to be made for garbage and recycling and post-event clean up:

<p>Will food be distributed at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain plans for food. <i>Please ensure that appropriate health permits are secured prior to the event.</i></p>
<p>Has it been determined that a fire permit is required for the event? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If you have not already contacted the Community Risk Reduction office, please call 425-806-6250 to determine if a fire permit is required.</i></p>
<p>Will items or services be sold at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain what items and services will be sold. <i>Please ensure that vendors have secured the appropriate business licenses prior to the event.</i></p>
<p>Please explain what type of noise the event will generate:</p>
<p>Will volunteers assist with the event? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe the number of volunteers, the ratio of adults to youth, and their duties:</p>
<p>Summarize how the event will be ADA compliant:</p>

By signing below, the applicant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials and employees while acting within the scope of their duties, from any and all claims, demands and causes of action of any kind or character, foreseen or unforeseen, for damages including but not limited to personal injury, death, or property damage as well as the cost of defense of any legal proceedings including defense costs, court costs, witness and attorney fees, arising out of the applicant's use of the public area or other premises permitted by this permit, except for damages arising out of the City's sole negligence. Applicant expressly waives his/her immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to his/her employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the applicant.

Applicant's Name: _____ (print)

Applicant's Signature: _____ **Date:** _____

Proof of insurance, if required, as described in Bothell Municipal Code 5.06.05 is required prior to the event date (see also Special Events Application Packet).

Event Approvals (for City use only)				
Each department needs to review and submit all information pertaining to denial or approval				
Department	Approved as Submitted	Needs Modification	Approval Denied	Name of Reviewer and Comments
Police Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Works Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Public Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FINAL REVIEW
Event <input type="checkbox"/> Approved <input type="checkbox"/> Denied
Comments:
Date applicant notified:
Signature of Authorized City of Bothell Representative:

**Att-2:
2019 Fees Associated with Special Event Permit Process**

Depending on the scope of a Special Event, the City may incur or charge for staffing and services to ensure public health and safety. Some or all of the following fees may be applicable to organizers planning an event in City of Bothell limits:

Special Event Permit Fee (Required)

- Small Event (100-199 people) - \$300
- Large Event (200+ people) - \$675

Park Rental Fee (Optional - dependent on event location)

- Blyth Park

	Resident	Non-Resident
Half Day	\$250	\$315
Full Day	\$600	\$756
<i>*Rental of a park facility only includes use of the shelters; not the entire park. Parks must remain open to the public for use during special events.</i>		

- Park at Bothell Landing

	Resident	Non-Resident
Amphitheater	\$65/hr	\$82/hr
Access to Electricity (Amphitheater only)	\$23/hr	\$23/hr
Grass Lot (along SR 522)	\$42/hr	\$52/hr
<i>*Rental of a park facility only includes use of the facility; not the entire park. Parks must remain open to the public for use during special events.</i>		

Concessions/Vendor Fee (Optional – dependent on event location and elements)

- Fee: \$30/day/vendor/booth

Business License Fee (Dependent on event components)

Anyone engaging in business in the City of Bothell must obtain and be the holder of a valid business license (BMC 5.04.010). “Business” means all activities for gain, such as the sale of goods or services (ex.: tickets to fun run or entrance to event).

- License ranges from \$72 to \$4,700+

Community Development Review Fees (Dependent on event location/components)

- Building/Life Safety Plan Review - \$152.27 to \$165.92/hour
- Technology Fee – 5%

Fire Permit Fees (Dependent on event components)

	Commercial	Non-Profit
Tent/Temporary Membrane	\$277	\$277
Carnival/Fair	\$366	\$167
Technology Fee	5%	5%
<i>Inspections are conducted on all events that apply for a Fire Permit. Inspections scheduled to take place during operating hours (Mon-Fri, 8am-5pm) do not incur addition inspection fees. Inspections scheduled to take place outside of working hours are subject to overtime fees (After-hours inspection fee = \$160.24/hour with a 3 hr. min.)</i>		

Operation (Public Works and Parks) Staffing Fees (Dependent on event components)

- Staffing - \$51.79-90.70/hour/staff person (2018 rates based on PW salaries)
- Vehicles - \$22.25-22.85/hour (2018 rates based on FEMA)

Police/Security Fees (Dependent on event components)

- Staffing - \$25-100/hour/staff person (dependent on provider; private vendor, PSES, etc.)

Fire/EMT Fees (Dependent on event components)

- Firefighter/Emergency Medical Technicians/Aid Crew - \$90.63/hr
- Aid Unit/Vehicle - \$50/hr

Parking Lot Use Fees (Optional)

- Gravel Lot at Park at Bothell Landing, Lot D, Lot EFG
 - Resident: \$42/hr
 - Non-Resident: \$52/hr
 - *Must be rented as an “add on” to another facility rental.*

**Att-3:
Example Event Expenses**

As Council and staff consider the impact of permit fees on special events, this document provides examples of the various fees that a particular type of event may incur through the review process. The estimates below include City of Bothell permit fees, facility use fees, and fees that may be associated with required security and medical personnel (depending on the scope of the event). These estimates do not include additional fees such as garbage/recycling contracts, portable toilet rentals, permits to serve alcohol and food, or equipment necessary to run the event.

Example Event #1

- **Event Type:** Middle School Picnic
- **Event Day/Time:** Wednesday from 11:00 a.m.-1:00 p.m.
- **Location:** Blyth Park
- **Setup Time:** 10:00 a.m.
- **Teardown Time:** 2:00 p.m.
- **Expected attendance:** 130
- **Additional Details:** A Bothell-based middle school plans to bring 130 students to Blyth Park to celebrate the end of the school year. The school is catering the lunch from a local sandwich shop, and they plan to dispose of their garbage in the dumpsters at the park.

Required Permits/Fees	Cost
Special Event Permit – Small Event	\$300.00
Facility Rental – Blyth Park Large and Small Shelters	\$250.00
Total Fees Due	\$550.00

Example Event #2

- **Event Type:** Japanese Cultural Festival
- **Event Day/Time:** Saturday from 12:00-4:00 p.m.
- **Location:** Park at Bothell Landing/Grass Lawn along 522
- **Setup Time:** 10:00 a.m.
- **Teardown Time:** 6:00 p.m.
- **Expected attendance:** 2,000
- **Additional Details:** This annual event features activities, music, and food in celebration of the upcoming Cherry Blossom season. The event is organized by a small business owner who resides in Woodinville. To keep the event accessible, the organizer does not allow vendors to sell services or products on site (except for food trucks). That said, the organizer charges \$10 for each vendor space to cover their costs. In addition to vendors, the event will feature two bouncy houses and three food trucks, all run by generators.

The City has recommended at least one off-duty officer be present given the expected attendance and additional foot traffic at Bothell Way NE/SR 522.

Required Permits/Fees	Cost
Special Event Permit – Large Event	\$675.00
Facility Rental – Lawn along SR522 (non-resident)	\$336.00
Facility Rental – Park at Bothell Landing Gravel Lot (non-resident)	\$336.00
Concessions/Vendor Fee	\$90.00
Business License – (1 employee, out-of-city contractor)	\$72.00
Off-duty Officer Fees – One officer (5 hours)	\$480.00
Fire Permit – Carnival (Commercial) + After-hours Inspection Fee	\$865.02
Total Fees Due	\$2,854.02

Example Event #3

- **Event Type:** Half Marathon
- **Event Day/Time:** Sunday from 9:00 a.m.-12:00 p.m.
- **Location:** Downtown Bothell Street and Sammamish River Trail
- **Setup Time:** 6:00 a.m.
- **Teardown Time:** 3:00 p.m.
- **Expected attendance:** 4,000
- **Additional Details:** A national running company has decided to host their newest half marathon in the City of Bothell. This event is timed, and highly competitive, as many runners will be trying to qualify for the Chicago Marathon. The organizers will have a professional photographer at the end of the race, who will sit on a riser to catch the best shot as each runner crosses the finish line. Several pop-up tents and inflatables are expected along the course. Given the amount of paper cups expected at each of the water stations along the route, the City has agreed to provide one Public Works staff person to monitor downtown garbage cans for trash overflow. Additionally, the City has recommended at least five off-duty officers be present along the route to help with traffic control and security.

Required Permits/Fees	Cost
Special Event Permit – Large Event	\$675.00
Facility Rental – N/A	\$0.00
Business License – (30 employees, out-of-city contractor)	\$400.00
Community Development Review – Riser Plan and Inspection (3 hours)	\$522.65

Fire Permit – Tent (Commercial) + After-hours Inspection Fee	\$771.57
Operation Staffing Fees – One staff person (3 hours) + 1 vehicle	\$222.12
Off-duty Officer Fees – Five officers (4 hours)	\$1920.00
Emergency Medical Technician (EMT) – 2 technicians and 1 unit (4 hours)	925.04
Total Fees Due	\$5,436.38

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City of Bothell™

City Council
Agenda Bill
AB # 20-006

TO: Mayor Olsen and Members of the Bothell City Council

FROM: Michael Kattermann, Community Development Director
Dave Boyd, Senior Planner (Presenter)
Mike Stanger, ARCH (Presenter)

DATE: January 14, 2020

SUBJECT: Consideration of Establishing a Multi-Family Tax Exemption Program

POLICY CONSIDERATION: This item asks the City Council to consider and provide direction on the following policy questions regarding development of a Multi-Family Tax Exemption (MFTE) program:

1. Where should the program be applied? **Attachment 1** shows Planning Commission suggestions based on the existing Regional and Community activity centers and adjacent multifamily areas.
2. Should the exemption period be eight-years or 12-years? The longer period requires at least 20% of units be affordable. Jurisdictions may apply affordability requirements to eight-year exemptions as well.
3. Should income levels below 80% of area median income be targeted? The 12-year exemptions require at least 20% of units to be affordable at 80% of area median income or below.
4. Should the affordability requirement extend beyond the exemption period? Staff would like to explore the feasibility of requiring retention of some affordable units for the life of the project.
5. Should affordable units created through the MFTE program be treated independently from those required through land use regulations **or** used in combination to potentially achieve deeper affordability?

The program would assist people making 80% or less of area median income (AMI) by creating affordable housing through a temporary tax incentive for new residential development.

The program could provide a positive benefit by providing more affordable housing units in Bothell for up to 12 years.

HISTORY:

DATE	ACTION
MAY 1, 2018	Council adopted Housing Strategy Update, including establishing an MFTE program as a Tier 1 strategy.
FEBRUARY 19, 2019	City Council included developing an MFTE program in 2019 Planning Docket.
NOVEMBER 11, 2019	Planning Commission study session on MFTE target areas.

Adopted in 2018, Bothell’s Housing Strategy, identifies a Multi-Family Tax Exemption (MFTE) program as a high priority strategy for creating more affordable housing in Bothell. City Council included the strategy in the 2019 Planning Docket. At the direction of the City Manager, city staff have been coordinating with ARCH staff and initiated the work in the latter part of 2019.

DISCUSSION:

MFTE is a property tax exemption program that allows eligible cities to target specific areas for multifamily housing development. State law allows for eight- or 12-year property tax exemptions for building or rehabilitating multifamily housing. The 12-year exemption requires owners to offer at least 20% of their units as affordable, as defined by statute. Some cities have also established eight-year exemptions with affordability requirements. Overall, cities have the authority to establish an MFTE program, designate eligible areas, and approve / reject individual projects from participating in the program.

The program must balance the income level and percentage of unit requirements with what is financially workable and appealing to potential participants in the program. For context, the recently adopted affordable housing requirements in Bothell where zoning capacity was increased target units affordable to households earning 60-80% of area median income for the life of the project but for only five- to ten-percent of the units. Typically, a deeper target income level (i.e. 70% or 60%) translates into a lower percentage of the units being set aside.

MFTE programs provide a tax incentive for affordable housing in targeted areas. If approved, tax exemption provisions will be included in Title 3, Revenue and Finance, of the Bothell Municipal Code. Additionally, tax exemptions need to be targeted to specific areas of the city. Recently, staff held a study session with the Planning Commission to review potential target areas. A map of the proposed target areas is included in **Attachment 1**, showing the designated regional and community activity centers and adjacent multifamily zoning. One optional area is the multifamily zoning to the south of the Downtown Subarea, which is adjacent to the activity center, but separated by the park lands along the Sammamish River. **Attachment 2** provides a comparison of ARCH jurisdictions, including both land-use based (e.g. mandatory set asides or density incentives)

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and MFTE affordable housing provisions and the number of units provided to date under each program.

Based on the direction provided by Council staff will work with ARCH to develop a proposed program for MFTE for Council consideration and possible action. There is already interest in the program being expressed by some developers. Due to the complexities of the requirements, the economics of development and the fluidity of the housing market, it is important and prudent to reassess how well the MFTE program is working. The proposed program will include a recommendation by staff to assess how the program is working after an initial period of three to five years. A regular reassessment will keep the program aligned with Council goals and the city's housing needs. The assessment will also consider whether to adjust any of the requirements or limit the program in any way.

FISCAL IMPACTS: The staff time associated with this item is included in the Adopted 2019-2020 Budget. The potential financial impact of implementing an MFTE program is within the project scope.

ATTACHMENTS: Att-1. Map of potential target areas suggest by Planning Commission
Att-2. Affordable Housing Programs in ARCH member cities

RECOMMENDED ACTION: No formal action is required at this time. Council is asked to provide policy direction to staff to inform further development of the MFTE program.

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Comparison of Affordable Housing Programs

ARCH-member cities

1/14/2020

Location	Land Use Program	MFTE
BELLEVUE	337 units	63 units
Downtown	Rental & Ownership—Voluntary 2.5 units (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI for life of the project.	Rental only— 12-year tax exemption: 20% units affordable @ 70% AMI for 12 years.
Bel-Red	Rental—Voluntary 4.6 sq ft bonus: 1 sq ft affordable @ 80% AMI for life of the project.	Rental— 12-year tax exemption: 10% units affordable @ 50% AMI <u>and</u> 10% @ 70% AMI for 12 years.
	Ownership—Voluntary 7.2 sq ft bonus: 1 sq ft affordable @ 100% AMI for life of the project.	Ownership—n/a
Eastgate	Rental & Ownership—Voluntary 2.5 units (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI for life of the project.	Rental only— 12-year tax exemption: 10% units affordable @ 60% AMI <u>and</u> 10% @ 70% AMI for 12 years.
Crossroads Village and Wilburton Commercial	Rental & Ownership—Voluntary 1 unit (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI for life of the project.	Rental only— 12-year tax exemption: 10% units affordable @ 60% AMI <u>and</u> 10% @ 70% AMI for 12 years.
BOTHELL		
Downtown Transition Overlay ⁱ	Rental—Mandatory 10% units affordable @ 60% AMI for life of project.	n/a
	Ownership—Mandatory 10% units affordable @ 80% AMI for 50 years.	n/a
SR 522 Overlay ⁱⁱ	Rental—Mandatory 5% units affordable @ 60% AMI for life of project.	n/a
	Ownership—Mandatory 5% units affordable @ 80% AMI for 50 years.	n/a
ISSAQUAH	427 units	
Central Issaquah, Mixed-Use ⁱⁱⁱ	Rental & Ownership—Mandatory 7.5% units in base density affordable @ 70% AMI (or 5% @ 50% AMI) for life of the project.	n/a
	Ownership—Mandatory 7.5% units in base density affordable @ 80% AMI (or 5% @ 60% AMI) for 50 years.	n/a

Location	Land Use Program	MFTE
Central Issaquah, Vertical Mixed-Use Overlay ^{iv}	Rental—Mandatory 10% units in base density affordable @ 70% AMI and 5% @ 50% AMI (or 10% @ 50% AMI) for life of the project.	n/a
	Ownership—Mandatory 10% units in base density affordable @ 80% AMI and 5% @ 60% AMI (or 10% @ 60% AMI) for 50 years.	n/a
Central Issaquah, remaining Urban Core ^v	Rental—Mandatory 12.5% units in base density affordable @ 60% AMI (or 10% @ 50% AMI) for life of the project.	n/a
	Ownership—Mandatory 12.5% units in base density affordable @ 70% AMI (or 10% @ 60% AMI) for 50 years.	n/a
KENMORE	0 units	56 units
TOD	Rental—Voluntary 3 units bonus: 1 unit affordable @ 70% AMI, not to exceed 10% of all units in a project. Change 1 affordable unit to 50% AMI, not to exceed 33% of the affordable units, for every 4 bonus units in excess of 30% of the total project. If project exceeds 120 units/acre, add affordable units @ 35% AMI to maintain 10% affordable. All affordable units for life of the project.	Rental— 12-year tax exemption: 25% units affordable @ 60% AMI for life of the project.
	Ownership—Voluntary Same as above, except affordability @ 80% AMI, 65% AMI, and 50% AMI, respectively.	n/a
CB zone, Juanita ^{vi}	Rental—Voluntary 4 bonus units: 1 unit affordable @ 70% AMI for life of the project, with a maximum density of 36 units per acre.	n/a
R-4 – R-24, downtown residential zones, DC, UC, WC, and RB zones. ^{vii}	Rental—Voluntary 2 bonus units: 1 unit affordable @ 50% AMI, (or 1:1 @ 70% AMI) for life of the project with a maximum density 1.5 times the Base Density of the underlying zone.	n/a
	Ownership—Voluntary 2 bonus units: 1 unit affordable @ 50% AMI (or 1:1 @ 80% AMI) for 30 years with a maximum density 1.5 times the Base Density of the underlying zone.	n/a

Location	Land Use Program	MFTE
NB zones ^{viii}	Rental—Voluntary 2 bonus units: 1 unit affordable @ 50% AMI (or 1:1 @ 70% AMI) for life of the project with a maximum density of 24 units per acre.	n/a
	Ownership—Voluntary 2 bonus units: 1 unit affordable @ 50% AMI (or 1:1 @ 80% AMI) for 30 years with a maximum density of 24 units per acre.	n/a
KIRKLAND	45 units	155 units
Height-limited zones (Totem Lake, North Rose Hill, CBD 5)	Rental—Mandatory 10% units affordable @ 50% AMI for life of project.	Rental—Voluntary 8-year tax exemption: 10% units affordable @ 50% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 50% AMI and 10% @ 80% AMI for life of the project.
	Ownership—Mandatory 10% units affordable @ 80% AMI for 50 years.	Ownership—Voluntary 8-year tax exemption: 10% units affordable @ 80% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 80% AMI and 10% @ 110% AMI for life of the project.
Density-limited zones	Rental—Mandatory 2 units bonus: 1 unit affordable @ 50% AMI for life of project, and at least 10% units affordable.	Rental—Voluntary 8-year tax exemption: 10% units affordable @ 50% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 50% AMI and 10% @ 80% AMI for life of the project.
	Ownership—Mandatory 2 units bonus: 1 unit affordable @ 100% AMI for 50 years, and at least 10% units affordable.	Ownership—Voluntary 8-year tax exemption: 10% units affordable @ 100% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 100% AMI and 10% @ 130% AMI for life of the project.
Zones where affordable housing isn't required	n/a	Rental & Ownership—Voluntary 8-year tax exemption: 10% units affordable @ 80% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 50% AMI and 10% @ 80% AMI for life of the project.

Location	Land Use Program	MFTE
MERCER ISLAND		13 units
		0 units
Town Center	<p>Rental—Voluntary 3rd floor bonus: 10% of all units affordable @ 70% AMI for life of the project. 4th or 5th floor bonus: 10% of all units affordable @ 60% AMI for life of the project.</p> <p>Ownership—Voluntary Same as above, except affordability @ 90% AMI for all bonus floors for 30 years.</p>	<p>Rental & Ownership—Voluntary 8-year tax exemption: 10% units affordable @ 60% AMI for life of the project.</p> <p>12-year tax exemption: 10% units affordable @ 60% AMI <u>and</u> 10% @ 80% AMI for life of the project.</p>
Multifamily Area	n/a	<p>Rental & Ownership—Voluntary 8-year tax exemption: 5% units affordable @ 60% AMI for life of the project.</p> <p>12-year tax exemption: 5% units affordable @ 60% AMI <u>and</u> 15% @ 80% AMI for life of the project.</p>
NEWCASTLE		52 units
Commercial Business Center	<p>Rental—Mandatory 2 sq ft bonus: 1 sq ft affordable @ 70% AMI, and 10% units affordable, for life of the project.</p> <p>Ownership—Mandatory 2 sq ft bonus: 1 sq ft affordable @ 80% AMI, and 10% units affordable, for 50 years.</p>	n/a
		n/a
REDMOND		71 units
Outside Marymoor & Overlake urban center (incl Downtown)	<p>Rental—Mandatory 1 unit (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI, and 10% units affordable, for life of the project.</p> <p>Ownership—Mandatory 1 unit (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI, and 10% units affordable, for 50 years.</p>	<p>8-year tax exemption: 10% units affordable @ 60% AMI for life of the project.</p> <p>12-year tax exemption: 10% units affordable @ 65% AMI <u>and</u> 10% @ 85% AMI for life of the project.</p>
Overlake urban center	<p>Rental—Mandatory 2 units (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI, and 10% units affordable, for life of the project.</p>	<p>8-year tax exemption: 10% units affordable @ 60% AMI for life of the project.</p> <p>12-year tax exemption: 10% units affordable @ 65% AMI <u>and</u> 10% @ 85% AMI for life of the project.</p>

Location	Land Use Program	MFTE
	Ownership—Mandatory 2 units (or sq ft) bonus: 1 unit (or sq ft) affordable @ 80% AMI, and 10% units affordable, for 50 years.	n/a
MDD3 zone	Rental—Mandatory 0.09 FAR bonus: 10% units affordable @ 80% AMI for life of the project.	n/a
	Ownership—Mandatory 0.09 FAR bonus: 10% units affordable @ 80% AMI for 50 years.	n/a
Other MDD zones	Rental—Mandatory 10% units affordable @ 50% AMI for life of the project.	8-year tax exemption: 10% units affordable @ 50% AMI for life of the project. 12-year tax exemption: 10% units affordable @ 60% AMI <u>and</u> 10% @ 80% AMI for life of the project.
	Ownership—Mandatory 10% units affordable @ 70% AMI for 50 years.	n/a
SAMMAMISH 55 units		
Town Center	Rental & Ownership—Mandatory 10% units in base density affordable @ 80% AMI for 50 years.	n/a
	Rental & Ownership—Voluntary 3 units bonus: 1 unit affordable @ 80% AMI for 50 years.	n/a
WOODINVILLE		
Residential Targeted Areas A, B, and C	n/a	8-year tax exemption: Renovate and preserve facilities listed on the National Register of Historic Places, <u>and/or</u> Owner-occupied: 8% units affordable @ 50% AMI <u>or</u> 20% units affordable @ 80% AMI, for 50 years. Renter-occupied: 12% units affordable @ 50% AMI <u>or</u> 20% units affordable @ 70% AMI, for life of the project.

ⁱ Chapter 12.07 BMC and BMC 12.64.103(B)(3).

ⁱⁱ Chapter 12.07 BMC and BMC 12.64.104(B)(4).

ⁱⁱⁱ IMC 18.21.070.C.

^{iv} IMC 18.21.070.B.

^v IMC 18.21.070.A.

^{vi} Chapters 18.77 and 18.80 KMC, and KMC 18.23.040.

^{vii} Chapters 18.77 and 18.80 KMC, and KMC 18.21.050, 18.24.040, 18.25.040, 18.25A.060, 18.25B.040, and 18.26.070.

^{viii} Chapters 18.77 and 18.80 KMC, and KMC 18.22.020.