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RESOLUTION NO. 11-001

A RESOLUTION of the City Council of the City of SeaTac, Washington authorizing the execution of the 2010 through 2012 collective bargaining agreement between the City of SeaTac and the International Association of Fire Fighters, Local #2919.

WHEREAS, the International Association of Fire Fighters (IAFF), Local #2919 has been certified as the bargaining representative for the non-exempt, uniformed Fire Fighters and fire department officers of the City of SeaTac; and

WHEREAS, the City's most current collective bargaining agreement with IAFF, Local #2919 governing wages, hours and working conditions for the covered employees provides for a term which expired on December 31, 2009; and

WHEREAS, the City and the bargaining representatives have negotiated a successor agreement, effective from January 1, 2010 through December 31, 2012, which incorporates agreed provisions and terms; and

WHEREAS, The IAFF, Local #2919 has ratified the tentative agreement;

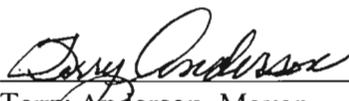
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,

WASHINGTON HEREBY RESOLVES as follows:

The collective bargaining agreement for 2010 through 2012 by and between the City of SeaTac and the International Association of Fire Fighters (IAFF), Local #2919, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference, is hereby approved, and the City Manager and Mayor are authorized to execute the same on behalf of the City.

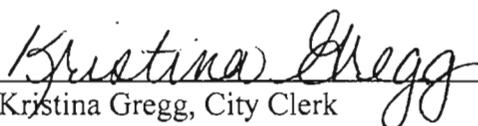
PASSED this 10th day of May, 2011 and signed in authentication thereof on this 10th day of May, 2011.

CITY OF SEATAC



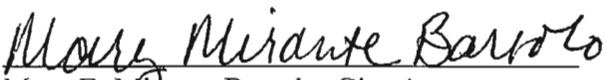
Terry Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[2010-2012 IAFF Contract]

**CONTRACT
BY AND
BETWEEN
THE
CITY OF SEATAC**



AND

**THE CITY OF SEATAC FIREFIGHTERS,
IAFF LOCAL NO. 2919**



EFFECTIVE JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and Fire Fighters Local 2919 of the International Association of Fire Fighters (hereinafter referred to as Union).

The City and the Union agree that the desire to serve the citizens of the City of SeaTac, as a whole, is a primary priority, and, both pledge to cooperate to provide the citizens of the City of SeaTac with effective and efficient service.

The City and Union agree that a relationship that promotes trust, harmony, efficiency, and job effectiveness is in the best interest of the City, the Union, and the public. Furthermore, it is agreed by the City and Union that the successful resolution of differences is an important element of their working relationship, and the City and Union commit themselves to the equitable and peaceful adjustments of any differences which may arise.

The City agrees to recognize members of the Union as Professional Fire Fighters dedicated to serving the citizens of SeaTac. The Union agrees to support the City in its efforts to promote the safety of the citizens and Fire Fighters to the fullest extent possible.

Pursuant to provisions of the Revised Code of Washington (RCW), Chapter 41.56, representatives of the City and Union have met and conferred in good faith regarding wages, hours and working conditions. The City and the Union desire to enter into a Collective Bargaining Agreement resolving such matters in favor of the Fire Fighters and City, and, in recognition of such, mutually agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The City recognizes the Union as the sole and exclusive representative for all full-time classifications as contained in Article Nine (9).
- 1.02 All classifications of employees that are part-time, less than twenty (20) hours per week, or temporary, less than six (6) months, are specifically excluded.
- 1.03 Disputes concerning the inclusion or exclusion of any new classification shall be referred to the Public Employment Relations Commission for resolution.
- 1.04 This agreement shall be opened for the purpose of negotiating salaries for any new classifications of employees covered by this agreement but not specified in the salary schedule. Such salaries shall become effective upon the agreement of the parties. Negotiations shall be subject to the time limits and procedures outlined by State law.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and

authority connected with or in any way incidental to its responsibility to manage the affairs of the Fire Department or any part of it.

- 2.02** It is recognized that the direction of its working force and operations are vested exclusively with the employer, subject to the terms of this agreement. This shall include the right to determine its mission, policies, and to set forth all standards of service to the public; to operate and manage all staffing, facilities and equipment; to determine methods, means and personnel needed to carry out the department's operations or services to be conducted by the department; to determine the utilization of technology; to hire, promote, transfer, assign, retain and layoff employees; to promulgate rules and regulations; to discipline, suspend, demote or discharge employees for just cause; to maintain the efficiency of the operation entrusted to the Employer and to determine the manner in which such operations are to be conducted. Nothing in this article shall be deemed a waiver of the Union's rights under the provisions of RCW 41.56.

ARTICLE 3 - UNION MEMBERSHIP

3.01 Non-Discrimination Based on Union Membership Status

The City and the Union agree that all employees covered by this agreement shall be encouraged to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee on account of membership or non-membership in any labor union or other employee organization.

3.02 Membership Condition of Employment

It shall be a condition of employment that all employees covered by this agreement, who are now members of the Union or become members after the effective date of this agreement, remain a member in good standing during the term of this agreement or otherwise comply with the provisions of subsection 2 or subsection 3 of Section 3.03.

3.03 Time Limit and Options

Employees shall within thirty (30) days of their hire-in date:

1. Become a member of the Union and pay the dues, fees and costs required of union membership; or
2. Agree to pay to the Union an amount equal to initiation fees, dues, and assessments required of union membership, in which case the employee would not be required to join the Union, and would be ineligible to vote in and participate in union meetings; or
3. For bona fide religious tenets, as per RCW 41.56.122(1), indicate that he/she does not desire to be a member of the Union. In such cases, the employee shall pay an amount equivalent to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the Union, City, and the employee. Proof of payment shall be furnished to the Union for all charity payments.

3.04 Dues Deduction

The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs uniformly required by the Union. The amounts deducted shall

be transmitted twice monthly to the Union on behalf of the employee involved. Written authorization to deduct dues or service charge shall be made by the employee on a form prescribed by the City and Union. Any change in the total amount of dues, special assessments and initiation fees will be filed with the City by the Union prior to those changes being deducted from union members' payroll. The initiation fees and step increases will be automatically calculated by the City. The amounts known as dues, special assessments, and initiation fees will remain the total amount of the deductions for union members unless it is otherwise changed by the Union, and the City is provided written notice of such change prior to payroll deductions being made. Such changes for current members will only occur once a year.

3.05 Non-Compliance

Upon receiving notice of failure to comply with the provisions of Article 3, the City and Union shall immediately meet to review the case and decide on action to be taken to secure compliance. If it is determined to the satisfaction of the City and Union that the employee has intentionally failed to comply subsequent to due notice, a termination date for the employee shall be mutually established.

ARTICLE 4 - NON-DISCRIMINATION

4.01 Confirmation

The City and the Union shall not discriminate against employees or other members of the City on the basis of membership in the Union, race, religion, creed, color, national origin, marital status, sex, age, or disability subject to bona fide occupational requirements. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

ARTICLE 5 - LOCAL UNION BUSINESS

5.01 Union Business

Employees who are Union Officials or designated representatives shall be granted time off without suffering loss of pay for participating in the hearing during the third step of the grievances process as outlined in Article 8.

In addition, time off for attending negotiation sessions with the City and meetings with administration will be allowed; provided that:

1. Such time off does not result in additional cost to the City; and
2. Reasonable notice is given to the City by the employee requesting such time off.

5.02 Union Meetings

The City agrees to allow the Union to conduct a monthly union meeting at the fire station. All regular members of Union Local 2919 may attend, including employees who are on duty. The City shall maintain discretionary control of how, when, and where the City's facilities are used; and the Union shall bear the responsibility for insuring the meeting shall not interfere with any City activity, operation, or function.

5.03 Union Work Replacement

The Union shall be allowed to provide work replacements of equal rank or abilities to act in that rank for Union Officials or designated representatives provided there is no cost or inconvenience to the Fire Department. However, the employee shall be responsible to ensure that all training requirements are satisfied at no cost to the City and such absences will not adversely affect the employee's ability to perform his or her job.

5.04 Union Bulletin Board

The City will allow the Union to erect and maintain one (1) bulletin board at each station at Union expense in a location mutually agreed upon by both parties. This bulletin board shall be used only for official union business or social activities. No publicly inappropriate materials will be allowed, and will be removed at the discretion of the Fire Chief or his/her designee.

5.05 Except as herein provided, the Union or any member of the Union shall not conduct any official Union business on the City's time or premises without express permission of the Fire Chief or his/her designee.

5.06 The City will recognize the elected President or any other member of the Union appointed by the President to represent the employees of the bargaining unit. The Union agrees to notify the City in writing of duly accredited representatives of the Union upon election or appointment.

5.07 The City agrees to permit members of the Union to have access to the City's premises for the purpose of negotiations, adjusting grievances, or conferring with other union members, so long as it does not interfere with the Fire Department's operations. In addition, the City agrees to permit properly identified non-employee representatives of the Union to have access to the City's premises for the purpose of negotiations, adjusting grievances, or conferring with other union members, provided that such representatives obtain advance permission from the Fire Chief or his/her designee, notify the Fire Chief of the reason for their presence, and do not interfere with the Fire Department's operations.

5.08 The Union agrees not to utilize City equipment for Union business with the exception of electronic mail and copy machine, which shall be used in accordance with City policy, as it currently exists and is hereafter amended. Cost of copies will be paid back to the City at a fair and reasonable rate determined by the City.

ARTICLE 6 - PERSONNEL FILES

6.01 The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the internal use of the City; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee. Copies of the contents of the personnel file shall be released to the Union in the event of disciplinary proceedings.

6.02 An employee may review the contents of his/her personnel file in its entirety during normal business office hours upon reasonable request.

- 6.03 The employee shall be given a copy of any item or document upon its being placed into his/her personnel file.

ARTICLE 7 - PERFORMANCE OF DUTY

- 7.01 Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse his/her assigned duties to the best of his/her ability during the term of this agreement. The Union agrees that it will not condone or cause any strike, slow-down, mass sick call, or any other form of work stoppage or interference to the normal operation of the City.
- 7.02 The Union agrees to cross any and all picket lines in the performance of urgent or emergency duties without undue delay.

ARTICLE 8 - GRIEVANCE PROCEDURES

- 8.01 Purpose
The purpose of this procedure is to provide an orderly method for resolving disputes and/or grievances. A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure. If the Union and the Employer agree, a grievance may be referred to alternative dispute resolution sources for mediation at any step during the process. If a resolution is not attained through the mediation process, the grievance shall continue to the next step. While the grievance is being processed all operations and functions of the City shall continue in a normal manner.
- 8.02 A Grievance is defined as a complaint by one (1) member or a group of members, or Union, involving the interpretation and/or application of this agreement.
- 8.03 The following procedure shall apply to grievances filed under this procedure:
- A. Written grievances at each step shall contain the following information:
1. A written statement of the specific provisions of this agreement alleged to have been violated, misapplied or misinterpreted.
 2. A statement of facts as to the manner in which the provision is purported to have been violated, misapplied or misinterpreted.
 3. The date or dates on which the alleged violation(s) occurred.
 4. The specific remedy or adjustment sought.
 5. Signature of the appropriate Union representative.
- B. The written response by the City at each step shall contain the following:
1. Affirmation or denial of the facts upon which the grievance is based.
 2. A finding of facts for the alleged violation, misinterpretation or misapplication of the agreement.
 3. The remedy or adjustment, if any, proposed by the City.
 4. Signature of the appropriate SeaTac City representative.

- 8.04 Step One:

The grievant and the Union's Grievance Committee shall present the grievance in writing within twenty-one (21) calendar days of knowledge of the incident giving rise to the grievance to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall meet with the grievant within fourteen (14) calendar days of receipt of the written grievance. The Fire Chief or his/her designee shall render a written response to the grievance within fourteen (14) calendar days of the meeting. Representatives of the Union, the grievant and the City may be involved in the Grievance Procedure at this step.

8.05 Step Two:

If the grievant and the Union grievance committee are not satisfied with the solution of the Fire Chief or his/her designee, the grievant and the Union shall submit the written grievance to the City Manager within ten (10) calendar days from the date of receipt of the Fire Chief's reply. The City Manager or his/her designee shall meet with the Union's grievance committee within ten (10) calendar days of receipt of the grievance. The City Manager shall render a written response to the Union within ten (10) calendar days of the conclusion of the meeting.

8.06 Step Three:

Grievances not resolved under the above steps shall be referred to arbitration by either party to this agreement. Either party may give notice of its intention to arbitrate within ten (10) calendar days following completion of the steps listed in the aforementioned sections.

8.06.1 Request

The party demanding arbitration of a grievance in dispute shall request the same in writing and name their arbitrator. The other party shall within seven (7) calendar days after receipt of such request, name its arbitrator and notify the party demanding arbitration of its selection in writing. The two thus selected shall select a third arbitrator by process of elimination from a list of seven (7) qualified arbitrators, unless otherwise mutually agreed. The arbitrators shall be chosen from a list submitted by the American Arbitration Association. If the Union and the Employer agree, the arbitrators may be chosen from a list submitted by the Federal Mediation and Conciliation Service or other outside referral service in lieu of the American Arbitration Association. The party striking the first name shall be determined by a coin toss. The third arbitrator shall serve as chairperson of the board of arbitration comprised of the three arbitrators. If the Union and the Employer agree, a single arbitrator may be used in lieu of the board of arbitrators. In addition, the Union and the Employer, upon mutual agreement, may agree to select a single arbitrator without utilizing an outside referral service.

8.06.2 Informal

All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties of interest and/or their designated representatives.

8.06.3 Decision

Said arbitrator or board of arbitration shall render a written decision within thirty (30) calendar days from the adjournment of the formal hearing.

8.06.4 Power limited

The power of the arbitrator or board of arbitration shall be limited to interpreting this Agreement in determining if the disputed article has been violated and awarding a remedy.

Neither the arbitrator or board of arbitration shall have authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator or board of arbitration within these stated limits shall be final and binding on both parties.

8.06.5 Costs

Expenses and compensation for the arbitrator or chair of the board of arbitration's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own arbitrator, attorney(s), representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

8.06.6 Election of remedies

It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies. Likewise, litigation or any other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter unless otherwise provided by Federal or State statutes.

8.06.7 Authority

In the event the arbitrator or board of arbitration finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

8.06.8 Time limits

Any and all time limits specified in the Grievance Procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedure.

ARTICLE 9 - WAGES

9.01 Monthly wages for all employees in the bargaining unit, for the term of this contract shall be in accordance with Appendix B.

9.02 To qualify for the above wages and hourly rates bargaining unit employees shall meet the following minimum standards for the classification:

PROBATIONARY FIRE FIGHTER:

- A. Completion of, or current attendance at the Washington State Fire Service Academy for recruits, or other recruit academy designated by the City.
- B. In the process of completing one year of satisfactory probation with the City of SeaTac Fire Department.

FIRE FIGHTER 3rd Class:

- A. Complete one (1) year of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid first responder or EMT/Defib certification.

- C. Has successfully completed the department's in-house training program for new Fire Fighters during his/her probationary period.

FIRE FIGHTER 2nd Class:

Must possess the qualifications for Fire Fighter 3rd Class in addition to the following:

- A. Complete two (2) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid EMT/Defib certification.
- C. Status as a qualified apparatus operator.

FIRE FIGHTER 1st Class:

Must possess the qualifications for Fire Fighter 2nd Class in addition to the following:

- A. Complete three (3) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid EMT/Defib. certification.

CLASSIFICATION EQUIVALENCY:

Fire fighters hired with paid professional experience shall qualify for the following:

- A. Fire Fighters hired with two (2) years paid, professional experience shall enter into the Fire Fighter 3 Classification.
- B. Fire Fighters hired with four (4) years paid, professional experience shall enter into the Fire Fighter 2 Classification.
- C. Fire Fighters hired with five (5) or more years paid, professional experience shall enter into the Fire Fighter 1 Classification.
- D. Fire Fighters hired into classification other than Probationary Fire Fighter shall have completed the Washington State Fire Service Academy or other recruit academy approved by the City and satisfy the classification requirements outlined above.

CAPTAIN:

Must possess the qualifications for Fire Fighter 1st Class in addition to the following:

- A. Completion of five (5) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possession of a valid EMT/Defib. certification.
- C. Promoted according to a Civil Service exam process.

CAPTAIN - TRAINING OFFICER:

- A. A paid Captain with the City of SeaTac Fire Department having completed probation.
- B. Possession of valid EMT/Defib. certification with CBT Instructor endorsement.
- C. Possession of valid NFPA Instructor I and II certifications.
- D. Possession of CPR instructor endorsement.
- E. Assignment to this position shall be rotated at least once each four (4) years.
- F. Assignment shall be voluntary. If no qualified applicants apply for the position, the employer shall assign the least senior Captain who qualifies for the position.

BATTALION CHIEF:

- A. Completion of five (5) years service as a paid Captain with the City of SeaTac Fire Department, or who have completed four (4) years of service as a paid Captain with the City of SeaTac Fire Department and a minimum of a job related Associates

Degree.

B. Possess a valid EMT/Defib. certification.

C. Promoted according to a Civil Service exam process.

- 9.03** Any off duty time required to maintain certification shall be scheduled with approval of the Fire Chief or his/her designee and shall be paid at the overtime rate.
- 9.04** The City shall provide time off without loss of pay to those employees engaging in training to acquire certifications identified in the pay structure requirements. Once an employee acquires a certification identified in the pay structure it shall be the responsibility of the City to provide all training required for the employee to maintain the certification; however, if the City provides training or pays for training for such certification, and the employee fails the training or fails to renew/maintain his/her certification, the employee shall be responsible for payment of any subsequent training to renew or reinstate such certification. It is further agreed that if any employee fails to maintain, renew or keep in effect a certification required for the employee to do his/her job, and the employee meets the requirements for a lower pay grade, the employee shall be subject to reduction to the lower pay grade but not reduction in rank, until such time that the employee renews/reinstates certification.
- 9.05** The City shall reimburse the employee for actual costs of tuition, books and fees required for certification not otherwise provided.
- 9.06** It shall be the responsibility of the City to notify the employee of opportunities available for certification, not otherwise provided.
- 9.07** If an employee has made a good faith effort to acquire all certifications but has been unable to for reasons beyond his/her control, the employee shall be promoted to the next step and given six (6) months to acquire the needed certifications.
- 9.08** The Union agrees to encourage and support all of its members in obtaining and maintaining both EMT certification and Defibrillation certification.
- 9.09** Longevity pay shall be added to each employee's base monthly salary upon completion of the years of service reflected in the following schedule:
- | | | |
|------------------------|---|----|
| Completion of 5 years | - | 1% |
| Completion of 10 years | - | 3% |
| Completion of 15 years | - | 4% |
| Completion of 20 years | - | 5% |
| Completion of 25 years | - | 6% |

ARTICLE 10 - HOURS OF WORK

10.01 Shift Defined

A "Shift" shall be defined as a twenty-four (24) hour period.

10.02 Shift Schedule

The average regularly scheduled workweek for fire suppression personnel assigned to shift work shall be fifty-six (56) hours per week. The fifty-six (56) hour work week shall be reduced through the use of Kelly Shifts.

This schedule worked by suppression shift personnel is known as a Forty-Eight / Ninety-Six (48/96) schedule. The shift schedule shall consist of two shifts on, followed by four shifts off. This schedule will repeat every six (6) days. Example: 24 on - 24 on - 24 off - 24 off - 24 off - 24 off - repeat.

In the event a shift (i.e. A-shift) is scheduled to work both December 24th and December 25th of the same calendar year, the shift originally scheduled to work on December 23rd of that year will be reassigned to work on December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

10.03 Kelly Shifts

10.03.01 Number of Kelly Shifts and Average Work Week

Beginning 1-1-2010, personnel assigned to suppression shift work will receive twelve (12) Kelly shifts off per year. This will create an average work week of fifty point four six (50.46) hours.

Beginning 1-1-2011, personnel assigned to suppression shift work will receive thirteen (13) Kelly shifts off per year. This will create an average work week of fifty (50) hours.

Beginning 1-1-2012, personnel assigned to suppression shift work will receive fourteen (14) Kelly shifts off per year. This will create an average work week of forty nine point fifty four (49.54) hours.

10.03.02 Kelly Shift Scheduling

- A. Shifts will meet after November 15th and prior to December 1st, to schedule the appropriate number of Kelly Shifts (as identified in the current contract). The Kelly Shifts will be scheduled prior to the selection of leave time, but may be done on the same day.
- B. In scheduling Kelly shifts off, the following parameters will apply:
 1. Each employee can only schedule one Kelly Shift per FLSA cycle.
 2. Every shift will have at least one (1) Kelly Shift off scheduled.
 3. Two (2) Kelly Shifts may be scheduled on the shifts by which the total number of Kelly Shifts accrued exceeds the number of shifts available. These shifts will be available from the beginning of the selection process. (The number of shifts will be calculated for each of the three shifts separately).
- C. Each member will schedule their own Kelly Shifts as described below:
 1. Kelly Shifts will be scheduled by seniority.
 2. Each member will select one (1) Kelly Shift per turn.
- D. If absent during the scheduling, the member shall hand deliver a signed proxy to the Battalion Chief before the scheduling time. If no proxy is given, the Kelly Shifts will be scheduled by the Battalion Chief for the member, during the process (in the order of seniority).
- E. The Shift Battalion Chief shall submit the Kelly Shift Schedule to the Fire Chief, or his/her designee, by December 1st.
- F. After January 1st, Kelly Shifts may be moved and/or traded between members of the same shift within the following provisions.
 1. The request shall be forwarded to the Shift Battalion Chief for approval seven

- (7) days prior to the first date of the desired trade dates.
2. Kelly shifts may be moved by members, so long as the FLSA impact remains neutral.
 3. Dates will be identified at the time of the request.

10.04 Shift Starting Time

The shift starting time shall be seven o'clock (07:00) with a forty-five (45) minute grace period to allow for early and late relief so long as there is another employee of equal rank who volunteers to substitute for the employee during the early and/or late relief. This forty-five (45) minute grace period will be the responsibility of the employees of equal rank participating. If necessary, an employee in the next lowest rank may participate. The employer approves the substitution subject to voluntary and mutual agreement between the participating employees. The City will not be responsible for paying overtime, unless the on-coming employee exceeds his/her forty-five (45) minute grace period, in which case the cost of overtime pay will be deducted from the late employee's salary.

10.05 Structured Time

Shift employees shall perform scheduled duties between the hours of 07:00 and 17:00. During the scheduled period there shall be a one (1) hour lunch break and two (2) fifteen (15) minute rest breaks with a one (1) hour physical training period scheduled daily at the discretion of the Fire Chief, or designee. All other time will be considered non-structured time. Exceptions to the above structured time schedule shall include one (1) night per week per shift and shall be limited to the hours of 1900 to 2200 and other duties mutually agreed by the parties to be beneficial to the public and safety of the residents of the City. For the purpose of this section, a week shall consist of Sunday through Saturday.

10.06 Overtime Defined

Overtime shall be defined as work performed in excess of the designated one hundred eighty two (182) hours in the twenty-four (24) day duty cycle. This shall include time when the employee is held past the end of his/her duty shift; when the employee is called back for alarms or special events; or in accordance with the rotational relief system. Minimum call back shall be for two (2) hours, but all other overtime shall be earned and credited in fifteen (15) minute increments. For the purpose of calculating overtime, the City will follow the F.L.S.A. twenty-four (24) day duty cycle. Any hours scheduled over one hundred eighty two (182) in the twenty-four (24) day duty cycle will be paid at the overtime rate. Hours worked within the recognized work schedule in excess of one hundred eighty two (182) shall be paid at an additional time and one half. Sick leave, vacation, holiday, and compensatory time off shall be scheduled as paid time off and will not be used to reduce the hours worked in a twenty-four (24) day duty cycle. Shift trades will not be calculated as hours worked, unless the City has requested such trades.

10.07 Compensation For Overtime

The employee shall be compensated for overtime by crediting the employee compensatory time off (CTO) at the rate of time and one half (1 1/2), or by the payment of one and one half (1 1/2) times the rate of pay for the position worked per Article 9. Compensatory time may be granted by the City upon the employee's request. Compensatory time off earned as overtime must be used within thirty (30) calendar days. A maximum of two hundred forty (240) hours will be permitted to accrue. All hours above two hundred and forty (240) hours will be paid off twice a year at the current rate of pay. For 2010, the base wage shall be

calculated according to a fifty point four six (50.46) hour workweek. For 2011, the base wage shall be calculated according to a fifty (50) hour workweek. For 2012, the base wage shall be calculated according to a forty nine point five four (49.54) hour workweek.

10.08 Day Shift Defined

A "Day Shift" will be defined as a ten (10) hour period.

10.09 Day Shift Schedule

The average regularly scheduled work week for Day Shift personnel shall be forty (40) hours per week consisting of four (4) ten (10) hour days in a seven (7) day period. Exceptions may be made through mutual agreement between the affected employee and the employer.

Example: 10 on - 10 on - 10 on -10 on - off - off - off - repeat every seven days from Monday through Thursday or from Tuesday through Friday.

10.10 Day Shift Starting Time

The official starting time shall be 08:00 or agreed upon between the employee, Union Representative and the Fire Chief or his/her designee. The Day Shift shall consist of one (1) hour lunch break, two (2) fifteen (15) minute breaks and one (1) hour for physical training at the discretion of the Fire Chief or his/her designee.

10.11 Academy Assignment

Academy assignment defined "employees assigned to the academy." Academy assignment shall receive the following considerations:

1. Travel time to and from the academy will be compensated in accordance with the provisions of the Fair Labor Standards Act.
2. During the assignment of an instructor to the academy, meals shall be provided through either (A) meal reimbursements of fourteen dollars (\$14.00) for breakfast, twenty dollars (\$20.00) for lunch and thirty dollars (\$30.00) for dinner with a maximum of sixty four dollars (\$64.00) per day for each day of instructor assignment to the academy, or (B) meals for the instructor assigned to the academy shall be paid for by the City through the food services of the academy, with the selection of the alternative being made by the City.
3. Employees assigned to the academy shall be compensated for forty (40) hours per week with overtime after forty (40) hours. The employee will maintain his/her timesheet for hours worked.
4. Senior Fire Fighters assigned as instructors to the academy shall receive acting Captain's pay.
5. The employer agrees to bargain the impact of any changes made by Washington State Fire Service Training to the hours of work or conditions of employment that affect bargaining unit employees while assigned to the academy.

ARTICLE 11 - INSURANCE BENEFITS

11.01 Medical coverage for LEOFF 1 employees

Medical coverage shall be provided in accordance with the laws of the State of Washington

RCW 41.26.150 for Law Enforcement Officers and Firefighters plan 1 (LEOFF 1) members.

11.02 Medical plans offered

The parties acknowledge having received notice from the Association of Washington Cities (AWC), the City's current health insurance provider, that the medical plan currently offered to bargaining unit members, Plan A, will no longer be available effective January 1, 2012.

For 2010 and 2011, medical insurance will be provided consistent with the current plan.

Effective on or after January 1, 2012, the City shall be able to move employees to another health insurance plan with AWC, so long as the City agrees to make up the difference if there is any increase in co-pays, deductibles or out of pocket expenses paid by employees for in-network providers to maintain consistency with the current plan. Reimbursable expenses shall be based on the difference between AWC Plan A and the new plan's in-network providers. The administration of this reimbursement of benefit differential shall be done by a third party to be selected by the City. The parties may meet in Labor/Management to discuss and work out concerns relating to reimbursement administration if they arise.

11.03 Dental premiums

The City agrees to pay the full cost of premiums for a dental insurance plan for the employee, spouse and all dependent children that is consistent with the current plan.

11.04 Medical premiums

Effective January 1, 2010, employees shall pay a portion of the medical insurance premium according to the following table. The City shall pay the balance of the premium.

Coverage	Medical Premium (per month)
Employee	\$41
Employee & Spouse	\$91
E, S + 1 Dependent	\$115
E, S + 2 or > Dependents	\$135
Employee and 1 Dependent	\$64
Employee and 2 Dependents	\$84

11.04 Periodic review of plans

The City may periodically review all medical and dental insurance plans and the City reserves the right to change plans, brokers and companies with the Union's mutual consent. The intent is to provide similar and adequate insurance coverage while controlling premium cost. The Union agrees to work with the City to explore alternatives for health care insurance for 2013 and beyond.

11.05 Maintenance of benefits

There will be a maintenance of benefits during the term of this agreement, provided as follows: (1) Any increase in 2007 in co-pays or deductibles over the rates in effect in December 2006 shall be borne by the employee, up to a total increase of \$150 per employee, with any increase over the \$150 amount being paid by the City; (2) Any increase in 2008 in co-pays or deductibles over the rates in effect in December 2006 shall be borne by the employee, up to a total increase of \$150 per employee, with any increase over the \$150 amount being paid by the City; and (3) Any increase in 2009 in co-pays or deductibles over

the rates in effect in December 2006 shall be borne by the employee, up to a total increase of \$200 per employee, with any increase over the \$200 amount being paid by the City.

11.06 Section 125 Plan

The City shall provide a tax deferred appropriations plan, pursuant to Section 125 (G) of the Internal Revenue Code.

ARTICLE 12 - SICK LEAVE

12.01 Employees will accrue sick leave at the rate of twelve (12) hours per month, for shift and eight (8) hours per month for day shift to a maximum accrual of one thousand (1000) hours. Upon retirement, termination or resignation, there will be a pay off of twenty-five percent (25) percent of the employee's unused, accrued sick leave paid at the employee's current rate of salary, provided that the total amount of such pay off shall not exceed the maximum of one hundred eighty (180) times the employee's hourly rate of salary. Probationary Fire Fighters shall not receive sick leave pay off upon termination or resignation.

12.02 Upon hire, an employee will receive a sick leave bank of seventy-two (72) hours, with no additional accrual until the beginning of the seventh month.

12.03 Sick leave shall not accrue during leaves of absences without pay.

12.04 Sick leave shall be granted for the following reasons:

1. Personal illness or physical incapacity and off duty related injuries.
2. Enforced quarantine of the employee by a physician.
3. Illness or injury within the immediate family of the employee (spouse and legal dependents residing in the same home and parent-in-law) necessitating the employee's presence. The employee may be required to submit documentation that the employee's presence was required.
4. Employee medical or dental treatment, provided that the employee is unable to schedule treatment on his/her off-duty time. The employee may be required to present a notice of verification to present documentation that the treatment could only be scheduled during the employee's work hours.
5. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

12.05 When an employee is absent due to illness or need for medical treatment he/she must notify the City as soon as possible, but no later than thirty (30) minutes before the start of his/her shift; failure to do so may result in denial of sick leave pay. The employee will be required to provide the City with satisfactory proof of illness from a licensed medical doctor in order to receive sick leave pay if three (3) consecutive shifts or five (5) days for day shift employees are missed. In addition, the employer may require proof of illness for an absence of any length if deemed necessary by the Fire Chief or his/her designee. Any such request will take place on the same day of sick leave use.

12.06 Absence for part of a shift or day shift for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one hour.

Holidays and other regular days off shall not be charged against sick leave.

12.07 LEOFF I Sick Leave

LEOFF I employees shall receive four (4) shifts off for sick leave on a calendar year basis after which State law shall apply.

12.08 In any case where an employee is entitled to benefits under the State Worker's Compensation Act or similar legislation providing payment to injured or disabled workers, such benefits shall accrue and be paid in accordance with Article 13 – ON THE JOB INJURY of this Agreement.

ARTICLE 13 – ON THE JOB INJURY

13.01 An employee who is eligible for sick leave accrual and is injured on the job, shall be paid during any resultant period of disability up to six months for each new and separate injury and prior to the use of leave accumulations, as provided hereafter.

13.02 The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Insurance Division under the State Worker's Compensation Act.

13.03 The disabled employee shall be paid by the City eighty five percent (85%) of the employee's normal wage as nontaxable worker's compensation benefit. No federal tax or Medicare shall be withheld, no pension withholding shall occur, and no pension service credit shall be earned. Due to the delay in processing such claims by the State Industrial Insurance Division, the employee will report hours missed as "OJI" on the fourth (4th) calendar day following the date of the incident. The employee's leave banks will be charged for the three (3) day waiting period. If the time off work exceeds fourteen (14) calendar days, the leave charged for the three (3) day waiting period will be credited back.

13.04 Such payments shall be made during the period of disability up to six (6) months, and for as long thereafter as the employee's leave time accruals provide, according to the following schedule:

A. Charges shall be made against sick leave accruals, if any, for the date of injury and for the three (3) day waiting period not covered by the State Worker's Compensation Act, should the injury leave period not *exceed* fourteen (14) calendar days. If the employee is determined to be eligible for time loss benefits, and the injury leave period exceeds fourteen (14) calendar days, sick leave used during the three (3) day waiting period shall be returned upon the employee's remittance to the City the time loss benefit payments paid by the State.

B. Compensation shall be computed at the eighty five percent (85%) level as provided above. The employee shall not be allowed to supplement the eighty five percent (85%) level by utilizing sick leave or other paid leave during the period of eligibility.

C. After six (6) months of disability have passed, charges shall then be made against sick leave accruals, if any, at the rate of one-half (1/2) day per day for any further time loss

due to the injury. Compensation shall continue at the eighty five percent (85%) level as provided above.

- D. Charges may be made against leave accruals, if any, in any case where the City of SeaTac is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of eighty five percent (85%) of the employee's regular pay shall be recovered by the City and may be deducted from future payments due the employee from the City. All pension and tax withheld will be adjusted accordingly.
- E. Payments made by the State to the employee shall be immediately remitted to the City by the employee. The employee's pay shall be deducted in the event the State check is not turned over to the City within twenty (20) calendar days of issuance of the check by the State. This deduction shall be made on the payroll immediately subsequent to the 21st calendar day after check issuance.
- F. When crediting the employee's leave banks as outlined above, the City shall credit back leave time utilized to cover shift trades "on" during the period of time compensated by the State Industrial Insurance Division, however, it is the intent of the parties that an employee's utilization of the shift trade process shall not cost the City money. Therefore, if at any time the City determines shift trades "on" during periods of disability become disproportionate to shift trades "off", the parties shall meet to discuss and amend this agreement as needed to ensure no shift trade related costs are incurred by the City.
- G. In order to limit the obligation of the City for each new and separate injury the City may require the employee to furnish medical proof or submit to a medical examination by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the City.

13.05 Notwithstanding the forgoing, the City's obligation to supplement the income of an employee disabled by an on-the-job injury shall terminate upon the date on which the employee commences receiving disability benefits under any insurance plan paid by the City.

ARTICLE 14 – VACATION & HOLIDAY LEAVE

14.01 Each employee shall accrue and be granted vacation in accordance with the following schedules:

For day shift employees

Years of Employment	Days of Vacation	Hours of Vacation
1 through 4	10	80
5 through 9	12	96
10 through 15	15	120
16 and above	20	160

For shift employees

Years of Employment	Shifts of Vacation	Hours of Vacation
1 through 4	6	144
5 through 9	8	192
10 through 15	10	240
16 and above	11	264

14.02 For forty (40) hour week employees the following are recognized as legal holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

In the event a holiday falls on Saturday or Sunday, the Friday preceding or the Monday following shall be designated as the holiday. If the holiday falls on the employee's regular day off, the employee shall take the holiday off on the day preceding or following his/her regular days off.

14.03 In recognition of the above mentioned holidays, shift employees shall receive five and one half (5.5) shifts (132 hours) off per year in lieu of holidays off. This time shall be scheduled as paid time off with a minimum of one (1) hour. There shall be no Compensatory Time Off granted when a holiday has been worked.

14.04 An employee who becomes ill while utilizing vacation/holiday time, may utilize sick or disability leave for the remainder of his/her illness. However, the employee must notify the employer as soon as possible of the change. The employer may require proof of illness if deemed necessary by the Fire Chief or his/her designee.

14.05 The maximum allowable accumulation of unused vacation/holiday leave time shall be the number of vacation hours and holiday hours which an employee could have earned over a period of two (2) years. Employees are responsible for scheduling and using their vacation/holiday leave time in such a manner to avoid exceeding their total vacation/holiday leave maximum accumulation. Any vacation/holiday leave time exceeding the maximum accumulation may be compensated at the employee's regular rate of pay or scheduled off by the employer. No employee will be allowed to take off more than one (1) year's vacation/holiday leave accrual in any one (1) calendar year unless approved by the Fire Chief or his/her designee.

14.06 Upon termination or retirement the employee shall be compensated at their regular rate of pay for all unused vacation/holiday leave.

14.07 New hire probation employees shall not use vacation time until after completion of their probationary period.

14.08 Scheduling Definitions:

Leave Time:

For the purpose of this section, leave time is defined as accrued vacation, holiday and compensatory time off.

Fire Department Master Calendar:

A scheduling book located at City of SeaTac Fire Department headquarters station, which maintains a record of all scheduled leave time.

Leave Time Calculation:

Earned Leave Time calculated each pay period (including December), and posted by November 15 of each year.

14.09 Vacation/Holiday Leave Scheduling Procedure

The Shift Battalion Chief shall be responsible for the scheduling of vacation/holiday time according to the following procedure:

1. Each respective shift shall meet to schedule their leave time between November 15th and December 1st.
2. Leave scheduling shall be done by seniority on shift after the scheduling of Kelly Shifts.
3. The maximum number of shifts to be scheduled on one turn by one employee shall be three (3).
4. If an employee is absent during scheduling, the employee shall hand deliver a signed proxy to the Battalion Chief before the leave scheduling time.
5. The Shift Battalion Chief shall submit the proposed leave scheduling to the Fire Chief, or his/her designee, by December 1st.
6. The Fire Chief, or his/her designee, will review the proposed leave schedule and give final approval.
7. Scheduled leave time shall be posted on the master calendar by December 15th.
8. Once a shift has completed their vacation/holiday scheduling, no employee shall be allowed to make any changes or additions to their leave time for the following year until after January 1st.
9. A maximum of three (3) employees shall be allowed on scheduled leave at any given time; provided that at no time will there be more than four (4) members off between Kelly shifts and scheduled leave time. On the shifts that three (3) members are scheduled off on Leave, at least one (1) promoted officer who is eligible as a Battalion Chief will be scheduled to work.

The intent of scheduling three (3) members off on leave is not to leave the department without an officer who is eligible as a Battalion Chief when there are four (4) promoted officers who are eligible as a Battalion Chief.

14.10 Rescheduling Leave Time

Employees are allowed to reschedule Leave Time after January 1st. During the calendar year, an employee may make changes, per the Fire Chief's discretion. A Leave Time

change may be whole or any part thereof. When granted, Leave Time changes shall not be by seniority, but on a first come first serve basis. If an employee schedules less than twenty four (24) hours and another employee at a later date requests twenty-four (24) hours on the same day, the first employee has the option of increasing his/her request to twenty-four (24) hours or forfeiting and allowing the second employee to receive the date. Leave Time may also be rescheduled if an employee becomes incapacitated due to illness or injury prior to Leave Time. Notification of incapacitation shall be in accordance with Article 12 – SICK LEAVE.

14.11 Employee Shift Transfer

If the Department initiates a transfer from one shift to another, leaves established during the previous November will become the Department's responsibility for coverage. If the employee requests a shift transfer it must not create a negative financial impact to the City. However, no employee initiated shift transfers shall occur in the months of November and December.

ARTICLE 15 - UNIFORMS

15.01 The City shall provide each new employee with a complete set of uniforms and equipment, as outlined in 14.04 and required by the City, at no cost to the employee.

15.02 All items identified in this Article shall only be used for official City business and shall remain the property of the City and shall be returned to the City by the employee upon request.

15.03 The City shall provide replacements for worn or damaged required uniform items as needed.

15.04 The City shall require, furnish and provide maintenance of the clothing and equipment shown below.

Work Uniforms	Day Shift Employees	24 Hour Shift Employees
Station Uniform Shirt	5	5
Station Uniform Pants	4	4
Safety Boots	2	2
Waist Belt	1	1
Uniform Jacket	1	1
Coveralls	1	1
Department T-shirt	5	5
Protective Equipment	Day Shift Employees	24 Hour Shift Employees
Bunker Pants	2	2
Bunker Coat	2	2
Safety Bunker Boots	2	2
Helmet	2	2

Protective Eqmt (cont.)	Day Shift Employees	24 Hour Shift Employees
Gloves	2	2
Suspenders	2	2
Nomex Hood	2	2
Gear Bag	1	1
Misc Equipment	Day Shift Employees	24 Hour Shift Employees
Uniform Breast Badge	2	2
Collar Rank Insignia	1 Set	1 Set
Pillow Case	0	1
Bed Linen	0	2
Blankets	0	1
Class A Dress Uniforms	Day Shift Employees	24 Hour Shift Employees
Black Dress Coat	1	1
Black Dress Trousers	1	1
White Dress Shirt	1	1
Black Tie	1	1
Black Dress Shoes	1	1
Dress Hat with Badge	1	1
Socks	1	1
Physical Fitness Clothing	Day Shift Employees	24 Hour Shift Employees
Department Sweatshirt	1	1
Department Sweatpants	1	1
Department Shorts	1	1

ARTICLE 16 - RETIREMENT

16.01 Employees shall be covered by applicable retirement systems as required by the State of Washington.

16.02 Medical Expense Reimbursement Plan (MERP) Benefit Trust

The City shall pay the premium amount of \$75.00, for each employee to the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust. The City shall submit these payments on a monthly basis as designated by the Union.

Contribution amounts shall be determined by the plan's Board of Trustees. If the total contribution amount increases from \$75.00, the employee shall be responsible for the difference between the City's \$75.00 contribution and the total amount of the contribution. The City shall receive written notice of any change in the contribution amount at least thirty

(30) days prior to the effective date of change. The Union shall be responsible for ensuring that the plan is eligible for tax-deferred contributions. Participating members shall be responsible for ensuring that their total tax-deferred contributions in any calendar year are within legal limitations. All members of the Union who have participated in the Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a non-represented position, will continue to be plan participants until they are no longer employed by the City. These employees will continue to have appropriate contribution amounts deducted in the same manner as the Union.

The Union agrees to indemnify, defend, and hold the City of SeaTac harmless from any and all liability, claims, demands, suits or any other loss, damage, or injury to persons or property arising from or related to the provisions of this section.

ARTICLE 17 - PERSONNEL PRACTICES

17.01 Probationary Period Defined:

A new hire employee shall serve a one (1) year probationary period commencing upon the employee's date of hire as a full time employee. An employee who has received a promotion shall serve a one (1) year probationary period commencing upon the employee's date of promotion.

17.02 Discipline

Except for new hire employees serving a probationary period, discipline shall be for just cause. It is provided, however, that no employee who shall have been appointed to any position under the provisions of this contract shall be demoted, suspended or discharged, unless the following pre-disciplinary procedures have been complied with:

17.03 Pre-disciplinary Meeting Shall Be Required

1. Notice of the pre-disciplinary meeting shall be provided to the employee in writing, including the nature of the charge or charges, and an explanation of the evidence of the charge or charges. The employee shall be given an opportunity to respond to the charge or charges orally or in writing, as to why disciplinary action should not be taken. The meeting shall be held as soon as reasonable, so long as both the employee and the City have adequate time to prepare for the meeting. The explanation of the evidence of the charge or charges shall set forth the basis of the complaint or complaints against the employee. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing, nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the charge or charges, or which is introduced to present a more complete case or which is the product of continued investigation.
2. Upon request, the employee shall be entitled to have Union and/or Legal representation present at any meeting held with the employer to discuss potential disciplinary action.
3. Notice shall be provided. Should the employer determine that, after the pre-disciplinary meeting, disciplinary measures should be taken, notice of that

determination including notice of the nature of such disciplinary measures and the basis for such determination shall be provided to the employee in writing.

17.04 The supervisor shall provide each probationary employee with a written evaluation of his/her job performance and progress every thirty (30) to forty five (45) days during his/her probationary period.

17.05 The employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed three (3) years, unless another written warning is received in which case, the time period would be extended to a date three (3) years after the new written warning.

17.06 Disciplinary Action

The employer may take disciplinary action by written reprimand, suspension, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as an admission, or concurrence with the disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.

17.07 Copies of all letters of warning, disciplinary letters, performance evaluations or documents identifying any disciplinary actions shall be given to the employee at the time the action is taken or reasonably thereafter, and, at the employee's written request, notice of such action shall be forwarded to the Union.

17.08 Suspensions

An employee suspended without pay may request to:

- A. Forfeit vacation days;
- B. Forfeit compensatory time off;
- C. Any combination thereof, on a day for day basis, in lieu of suspension.

The City may, when imposing discipline, require that the suspension be served.

17.09 Paid Administrative Leave

The employer may place an employee on paid administrative leave pending the findings of an investigation and/or the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

17.10 No notice of disciplinary action shall be provided by the City to any promotional board.

ARTICLE 18 - SENIORITY

18.01 Accruing Agency Seniority

An employee shall accrue agency seniority through employment as a full paid employee with the City. In the event more than one employee has the same date of employment, seniority will be determined in accordance with test scores with the highest scoring employee receiving the most seniority.

18.02 Classification Seniority

Classification seniority shall be determined by the date of initial continuous employment as a full time career employee in the classification or in a higher level classification in the same promotional series. Classification seniority shall not accrue during acting appointments. In the event more than one employee has the same date of employment in the classification, seniority will be determined in accordance with test scores, with the highest scoring employee receiving the most seniority.

18.03 Seniority List

The City shall post the seniority list showing both agency and classification seniority with a copy sent to the Union. The seniority list shall be updated at least once each calendar year.

18.04 Layoff

In the event the City decides to reduce the number of employees, the City shall determine, by classification, which positions are to be reduced. The employee having the least seniority in a classification may displace any person with less agency seniority who is in a lower classification. If the employee is unable to displace anyone in a lower classification, that employee shall be laid off. For example if the decision is to lay off one (1) Captain, and the least senior Captain has ten (10) years of agency seniority, then that Captain may displace any Fire Fighter with less than ten (10) years seniority. The Fire Fighter with the least amount of seniority would then be laid off. For the purposes of this section, all employees holding the rank of Fire Fighter shall be considered a single classification.

18.04.1 Non Accrual of Benefits

Any employee that has been laid off shall not accrue benefits or seniority.

18.04.2 Physical Examination

Any employee that is to be laid off shall be given a complete physical examination by a physician of the City's choice, and at the City's expense.

18.05 Recall of Employees

Employees on layoff shall be recalled according to seniority in the classifications for which recall is being made, and prior to new employees being hired. Any employee that is to be recalled may be given a complete physical examination by a physician of the City's choice, at the City's option and expense. The physician shall evaluate both physicals and determine that the employee's condition has not deteriorated. In addition, the employee may be required to submit to a background check. If either the background check or results of the physical are not satisfactory, the employee shall not be recalled and his/her name shall be removed from the recall list.

18.05.1 Notification

Notice of recall shall be sent by the City to the employee at his/her last known address by certified or registered mail with return receipt requested. An employee or his/her designee must contact the City within fourteen (14) calendar days from the date of receipt of the notice of recall to state his/her availability for recall. The employee may decline recall and request recall on the next available opportunity, but may decline recall only once. Failure to return to work upon the second notice of recall will result in removal from the recall list.

18.05.2 Failure to respond

If an employee or his/her designee fails to respond to a notice of recall within fourteen (14) calendar days from the date of receipt of the notice of recall, the employee shall be considered to have terminated his/her employment with the City and the employee's name shall be removed from the recall list.

18.05.3 Rights expiration

Recall rights for any employee shall expire thirty six (36) months from the date of layoff.

ARTICLE 19 - FAIR LABOR STANDARDS

Effective April 15, 1986, municipal government is required to comply with the provisions of the Fair Labor Standards Act ("FLSA" or the "Act"). The Act as amended in November 1985, places specific compensation and record keeping requirements upon municipalities. The Department of Labor is responsible for promulgating regulations and enforcing them to assure compliance with the Act.

The City and Union have met and discussed the Act and its implications for the existing labor agreement, as well as for City policy, job classification and record keeping requirements. The following discussion addresses the contractual and legal obligations assumed by the City and the bargaining unit in an effort to comply with the Fair Labor Standards Act.

The Parties agree that if there are any questions regarding the Fair Labor Standards Act, the parties will refer to 29 C.F.R. #553 of the Fair Labor Standards Act.

ARTICLE 20 - TEMPORARY DETAIL/ROTATIONAL RELIEF

20.01 Purpose

The purpose of this article is to provide the guidelines in which to fill the positions of the Battalion Chief and Captain for temporary detail.

20.02 Temporary Detail Eligibility

An employee who is detailed by the Fire Chief, or his/her designee, to temporarily fill the position of Captain and/or Battalion Chief shall be paid at the rate for that position provided that the employee is so assigned for a minimum of twelve (12) consecutive hours.

The selection procedure for an eligible employee to fill the position will be:

1. By seniority.
2. By an established list from the City Civil Service Board for that position.

20.03 Temporary Detail to Higher Position

The following procedure has been established by labor and management to provide for the temporary upgrading of a particular classification. Two (2) separate lists have been established, based on the following criteria:

Acting Battalion Chiefs - All appointed Captains who completed five (5) years of service as a paid Captain with the City of SeaTac Fire

Department or who have completed four (4) years of service as a paid Captain with the City of SeaTac Fire Department and a minimum of a job related Associates Degree.
Acting Captains - All Fire Fighters with a minimum of five (5) years of paid service with the City of SeaTac Fire Department.

20.04 Procedure

The Temporary Detail to Higher Position procedure shall be utilized provided the following conditions are met.

1. The upgrading will only occur if there are eligible personnel qualified on shift to fill the vacant classification.
2. This upgrading will not create an overtime situation.

If any of these conditions are not met, then refer to the overtime rotational relief system to hire back the vacant position. When more than one employee is eligible for the upgrade, then a rotational list for acting will be followed to ensure equality.

20.05 Acting Lists

The Acting lists shall be reviewed quarterly to ensure current eligibility is maintained.

20.06 Acting Distribution

Acting distribution shall be recorded on a master list by paid acting hours worked, with least amount of hours determining rank order. No minimum hours shall be established for rotation, cumulative totals shall be calculated. The distribution procedure shall be reviewed quarterly to ensure even distribution throughout the classifications.

20.07 Temporary Vacancies

Vacancies for more than 10 shifts but no more than 3 months shall be filled according to the following:

- Assignment to fill the vacant position shall use the Civil Service Promotional Eligibility List in rank order for the position being filled by shift without rotation by hours.
- In the event that an eligibility list does not exist or there are no employees assigned to the shift who are on the current eligibility list, the position shall be filled by shift seniority without rotation by hours.

Vacancies for more than 3 months shall be filled according to the following:

- Assignment to fill the vacant position shall use the Civil Service Promotional Eligibility List in rank order for the position being filled, by department without rotation by hours.
- In the event that an eligibility list does not exist, the position shall be filled by department seniority without rotation by hours.

20.08 Advancing to the Next Classification

When members become eligible to advance up to the next classification, thereby becoming eligible to act in new positions, they shall be placed on the appropriate lists with only the average hours of the list as it currently stands, so long as their current hours are less than the average hours of the list. If they possess more hours than the average, their hours shall stand.

20.09 Rotational Relief Procedure

The following procedure shall be used to staff the Department with qualified personnel on shift at any given time.

The rotational relief system shall be utilized to fill overtime vacancies.

Prior to utilizing the Rotational Relief procedure the Temporary Detail to Higher Position article shall be utilized provided the following conditions are present:

1. There are personnel qualified by classification on shift.
2. No overtime shall be created by filling vacancies with the Temporary Detail article.

20.10 Filling Vacancies

If the vacancy cannot be filled with a temporary assignment, overtime shall be offered. The overtime shall be distributed based on eligibility for classification. Three (3) eligibility classification lists shall be established; Battalion Chief, Captain and Fire Fighter. The list shall be established by seniority as follows:

- Battalion Chiefs - All appointed Battalion Chiefs and all appointed Captains who have completed five (5) years of service as a paid Captain with the City of SeaTac Fire Department or who have completed four (4) years of service as a paid Captain with the City of SeaTac Fire Department and a minimum of a job related Associates Degree.
- Captains - All appointed Captains and Fire Fighters with a minimum of five (5) years of paid service with the City of SeaTac Fire Department.
- Fire Fighters - All Fire Fighters except new hire probationary for the first six months of employment.

20.11 Seniority Lists

The Seniority lists shall be reviewed quarterly to ensure current eligibility is maintained.

20.12 Overtime Distribution

1. Overtime distribution shall be recorded on a master list by hours worked, with least amount of hours determining rank order.
 - a. All Overtime hours worked will be tracked, with the exception of the following.
 - i. Overtime less than twelve (12) consecutive hours will not be tracked.
 - ii. Overtime worked for Emergency Call Backs will not be tracked.
 - b. The date of the overtime and the amount of hours worked will be listed on each members Overtime Sheet along with position worked.
 - c. Members will be rotated in the list according to overtime hours worked.
2. When members become eligible for overtime, they shall be placed on the list with the average hours of the list.
3. The Battalion Chief will be responsible for filling/assigning Overtime.
 - a. When a Battalion Chief begins calling for overtime, he/she will advise the first person contacted that they may be forced back to work if the overtime is not voluntarily accepted.
 - b. Members are contacted individually using the phone number listed at the top of the member's sheet in the rotational relief book. (If the member is On-Duty the Battalion Chief will contact him/her at the station.)
 - i. If no one answers the phone, the Battalion Chief shall leave a brief message indicating the attempt.

- ii. The Battalion Chief will continue to contact members until the Overtime is filled, or until the end of the list has been reached.
- c. If the end of the list is reached and no one has accepted the overtime, the Battalion Chief will advise the member at the top of the list (with the least hours) that he/she is to report to work. (This is the member highest on the list (lowest hours) that has been contacted. A message on voice mail does not constitute being contacted.
- 4. When members become eligible for overtime, they shall be placed on the list, appropriate with their qualifications, with only the average hours of the list.
- 5. After the overtime has been filled
 - a. The Battalion Chief will log the Date, Shift, Station, Position, and Hours of the overtime on the individual's Overtime Sheet.
 - b. The individual's Overtime Sheet will then be moved to the correct position, relative to the new hours being added.

20.13 Placement on Overtime Lists

When members become eligible for rotational relief, they shall be placed on the list with only the average hours of the list as it currently stands, so long as their current hours are less than the average hours of the list. If they possess more hours than the average, their hours shall stand.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 Coverage

In the event of a death of the employee's spouse, parents, step-parents, grandparents, children, grandchildren, brother, sister or the employee's spouse's parents or children, a maximum of three (3) consecutively scheduled shifts of leave will be granted and shall not be deducted from the employee's sick leave balance.

ARTICLE 22 - FIRE PREVENTION ASSISTANTS

22.01 The City and Union agree that the training of personnel in the field of fire prevention would be beneficial to the department and the professional growth of the members of the Bargaining Unit. At such time as the employer determines that sufficient staffing is available to assign additional personnel to training positions with the Fire Prevention Bureau, the Fire Department will develop a formal training program and a mutually agreed upon rotational system.

This article will not preclude the department from making temporary assignments to any division of the fire department for any reason, including limited duty or from making long term arrangements due to medical or physical conditions.

ARTICLE 23 - SUBSTANCE ABUSE POLICY

23.01 City of SeaTac and SeaTac Fire Fighters Union IAFF Local 2919, recognize that the public has the absolute right to expect IAFF Bargaining Unit Personnel to be free from the effects of drugs and alcohol while on duty. The adverse effects while on duty, of any drugs or

alcohol used by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug use or alcohol abuse/addiction through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employers work sites and/or while an employee is on duty.

- 23.02** All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.
- 23.03** Employees are encouraged to seek confidential counseling from the Employee Assistance Program (EAP) or from other providers for problems associated with drug or alcohol abuse. The City provides an EAP for employees needing treatment for drug or alcohol problems as well as medical plan coverage for both inpatient and outpatient treatment. Employees may use accrued leave balances and programs for treatment and rehabilitation. The City of SeaTac is committed to providing support for employees undergoing treatment and rehabilitation for drug and/or alcohol dependency. Employees are committed to being accountable for and abiding by policies and programs regarding drug and/or alcohol dependency and abuse. Violations of this Article, including working under the influence of drugs or alcohol as evidenced through a positive drug/alcohol probable cause test may result in discipline, up to and including termination. However, employees who voluntarily come forward prior to a significant event and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the employer for the substance abuse problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation offered by the City, fails to complete a rehabilitation program successfully, or again test positive for drugs within two (2) years of completing an appropriate rehabilitation program. Discipline shall be as per Fire Department and City of SeaTac rules and regulations and/or this agreement. However, circumstances that may warrant termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, or the serious loss or damage to property. In the case of an employee involved in a vehicular accident in a City vehicle while on duty, the employee shall be subject to testing consistent with 22.06 at the time of the accident.
- 23.04** An employee shall not report for work within four hours after consuming alcohol. An on-call employee who has consumed alcohol within four hours of being called in must acknowledge the use of alcohol when called and shall not report for duty.
- 23.05** An employee shall not report for work if the employee is taking medications or a prescribed drug that may interfere with and/or impair the safe and effective performance of his/her duties. Employees shall utilize sick leave benefits.
- 23.06** Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the employer

will require the employee to undergo a drug or alcohol test consistent with the conditions as set forth in this article. An employee who refuses to submit to testing for drugs or alcohol shall be subject to disciplinary action up to and including termination. An employee who is sent for testing shall be placed on paid administrative leave and shall not return to work until twenty four (24) hours has passed regardless of the outcome of the testing.

23.07 The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent by an independent party. Employees must provide an adequate sample for testing and shall not adulterate, substitute a sample, or otherwise obstruct the testing process. The results of employee tests shall be made available to the Medical Review Physician. Collection of expired air for an alcohol breath test shall be collected by a qualified law enforcement officer or technician in accordance with standards equivalent to those acceptable to the Washington State Toxicologist. The City may rely on a breath alcohol test for screening test purposes. The results of breath alcohol tests will not be made available to the Medical Review Physician. The EBT device used for screening tests shall be required to be capable of printing results or numbering sequentially.

23.08 The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards:

Compound	Initial Test Level	Confirmatory Test Level
Alcohol	.02 g/210 ml exp. Air	.04 g/100ml of blood
Marijuana Metabolites (1)	50 Ng/ml	15 Ng/ml
Cocaine Metabolites (2)	300 Ng/ml	150 Ng/ml
Opiate Metabolites	2000* Ng/ml	-
Morphine	-	2,000 Ng/ml
Codeine	-	2,000 Ng/ml
6acetyl morphine	-	10 (4)
Phencyclidine	25 Ng/ml	25 Ng/ml
Amphetamines	1,000 Ng/ml	-
Amphetamine	-	500 Ng/ml
Methamphetamine(3)	-	500 Ng/ml

*25 Ng/ml if immunoassay-specific for free morphine

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoyllecgonine

(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 Ng/ml.

(4) Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 Ng/ml.

In the case of breath alcohol testing, the initial positive expired air sample must be confirmed positive with a second expired air sample. All breath alcohol tests conducted by a qualified law enforcement officer or technician shall test using an Evidential Breath Testing device (EBT) as certified by the National Highway Traffic Safety Administration (NHTSA).

- 23.09** Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary. Therefore, the City agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 23.10** Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. Prior to submitting a urine, blood or expired air sample, the employee will be required to sign a consent and release form (Appendix "A").
- 23.11** A split sample shall be reserved in all urine or blood test cases for an independent analysis in the event of a positive test result. Employees who test positive for drugs may request a second test of the remaining portion of their split urine sample upon notification of a positive test result by the MRO. All samples must be stored in a scientific acceptable preserved manner as established by SAMHSA. All positive or negative confirmed samples and related paper work must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paper work and specimen shall be destroyed.
- 23.12** Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results. All urine samples which test positive or the initial screening test shall be confirmed by gas chromatography/mass spectrometry testing (GC/MS confirmation levels (as per SAMHSA standards) outlined in section 22.08.
- 23.13** A breathalyzer or similar test shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by a qualified laboratory. A positive blood alcohol level shall be .04 grams per 100 ml of blood. No discipline shall result from a test result up to .019.
- 23.14** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The Medical Review Physician shall be chosen by mutual agreement between Union and City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictivity value), the laboratories running the tests and the medical conditions and work exposures of the employees.
- 23.15** The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The

Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 23.16** The results of a positive drug test can only be released to the City by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public. The City shall not be responsible for the release of any information by the employee or his/her representatives.
- 23.17** The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The treatment and rehabilitation shall be paid for by the employee's insurance program. The City shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only.
- 23.18** Any employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. or substance abuse counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing.
- 23.19** If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action including discharge as per the City of SeaTac and departmental rules and regulation. Unless discharged, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24) month period, which in effect will be the employee's third opportunity for rehabilitation, the employee will be discharged per City of SeaTac and departmental rules and regulations.
- 23.20** Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- 23.21** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee completed the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.
- 23.22** Employees shall not be required to waive, and this drug and alcohol testing policy is in no way intended to waive or supersede, any Federal, State or local law.
- 23.23** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other employer action.
- 23.24** The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted

to impasse procedures as outlined in RCW 41.56.

ARTICLE 24 - CELLULAR PHONE

- 24.01** It is agreed and understood by and between the City and the Union that use of cellular phones at a state contract price, shall be pursuant to, in accordance with and subject to the terms, conditions and limitations of the contracts approved by the City and the Union for that purpose.

ARTICLE 25 - EDUCATION

- 25.01** Tuition Reimbursement
Employees who attend approved college and/or specialized training courses shall be reimbursed for the cost of tuition and books upon successful completion of the course, provided that the employee's grade for the course is 2.5 or above, or equivalent.

ARTICLE 26 - SHIFT TRADES

- 26.01** The shift trade program shall not result in any cost to the City and shall not interfere with the operation of the Fire Department. The Union shall reimburse the City for any cost incurred as a result of any shift trade obligation not fulfilled. Shift trades shall be approved in advance by the Fire Chief or his/her designee. Employees requesting a shift trade must possess an equal rank or the ability to act in the position of the person with whom they are trading shifts. The employer has no obligation to ensure or facilitate the repayment of shift trades between employees, provided however, that if the substituting employee fails to appear to work at the designated time of the trade, the substituting employee may be subject to discipline, at the discretion of the employer. The City and Local 2919 agree to discuss trade scheduling in a labor management session(s).

ARTICLE 27 - CONSOLIDATION ISSUES

- 27.01** Employment Rights
The City agrees that there will be no loss of jobs, rank, seniority, or reduction of pay at the time of a consolidation, merger, annexation, or contract for services. No provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever prior to impact bargaining those proposed changes.

ARTICLE 28 - JURY DUTY & COURT APPEARANCES

- 28.01** If an employee receives a summons for jury duty, he/she shall immediately advise the Fire Chief of the same. If the employee believes that he/she should be exempted from jury duty, he/she may request that the Fire Chief write a letter in support of the exemption. In the event that an exemption is not requested by the employee or is not granted by the court, the employee shall be compensated at his/her regular rate of pay for absences from duty as a

result of jury duty. Pay for jury duty shall be returned to the employer. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

- 28.02** Any member of the bargaining unit who, as a result of his/her Fire Department duties, is required to appear before a court, legislative committee, or a quasi-judicial body as a witness in response to a subpoena or other directive while on duty, shall be approved as authorized leave with pay. Any compensation received for such appearances shall be returned to the City.

ARTICLE 29 - LEAVE SHARING

29.01 A leave sharing program is hereby established for the purpose of permitting Union employees, at no additional cost to the City other than the administrative costs of administering the program, to come to the aid of a fellow City employee who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or to terminate his or her employment.

29.02 Conditions for Receipt of Shared Leave

1. The City may permit an employee to receive leave under the leave sharing program, when the following circumstances exist:
 - a. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused , or is likely to cause, the employee to take leave without pay or to terminate his or her employment with the City.
 - b. The employee's absence and the use of shared leave are justified.
 - c. The employee has depleted or will shortly deplete that employee's accrued sick leave, vacation leave, and compensatory time and any other paid leave.
 - d. The employee has diligently pursued and been found to be ineligible for State Industrial insurance benefits, disability insurance benefits and any other benefits which might be available with the exception of state public assistance.
 - e. The employee has abided by the City's sick leave policy, prior to requesting shared leave.
 - f. The use of shared leave will not significantly increase the City's costs other than the administrative costs of administering the shared leave program.
2. If deemed appropriate, the City Manager may require that the employee provide appropriate medical justification and documentation both of the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition. The City Manager shall then determine the amount of shared leave, if any, which an employee may receive, provided that no employee shall receive more than a total of seventy-five (75) suppression shifts or one-hundred twenty nine (129) day shifts of leave.

29.03 Conditions for Donation of Shared Leave

1. Employees may request the transfer of a specified amount of accrued sick leave, or vacation leave to an employee who has been authorized to receive shared leave, subject to the following conditions:
 - a. Transfers shall be in increments of one (1) eight-hour day of leave.
 - b. The donating employee must retain a total of ten (10) eight-hour days, or more, of total accrued sick leave and vacation leave, after the transfer of shared leave.
 - c. The transfer of leave from a donating employee shall not exceed the amount specified by that employee.
 - d. All donations of shared leave shall be entirely voluntary
 - e. Resigning or retiring employees, who have donated shared leave, shall not be eligible to receive payment for such donated leave.

29.04 Interdepartmental Transfers of Leave

Shared leave may be transferred without regard to the City Department in which donating employees and donee employees may be assigned.

29.05 Employment Status of employees using Shared Leave

While an employee is using shared leave, he or she shall continue to be classified as a City employee and shall receive the same treatment in respect to salary and employee benefits as he or she would normally receive if using sick accrued leave or vacation leave. All salary payments made to an employee while using shared leave shall be made by the Department to which that employee is assigned. The salary rate, total salary, and earned benefits of an employee using shared leave shall not change as a result of the employee being on shared leave, but shall continue as if the employee were using accrued sick leave or vacation leave.

29.06 Responsibility of the Finance Department

The Finance Department shall be responsible for computing the values of shared leave as donated and as used, and ensure adjusting of accrued leave balances to reflect the shared leave. An appropriate record of all leave transferred shall be maintained in the event that any unused leave time is returned to the donating employee or employees.

29.07 Return of Unused Shared Leave

At such time as the City Manager finds that shared leave is no longer needed, or will not be needed beyond a particular time, by the employee for whom leave was transferred, then the value of any shared leave which remains unused shall be returned at its original value to the employee or employees who donated that leave. To the extent administratively feasible, the unused leave shall be returned on a pro-rata basis.

ARTICLE 30 – WELLNESS/FITNESS PROGRAM

The goal of the Wellness/Fitness Program is to increase the well being of the entire department and each of its members. The City and the Union agree to explore opportunities to maintain and increase the employee's overall fitness and to ensure that they are able to maintain physical fitness and rehabilitation from illnesses and injuries.

1. The IAFF/IAFC Wellness Fitness Initiative is accepted by the City and the Union as establishing the basic program to be implemented.
2. This program is further defined and modified by the items contained in this Article.
3. It is agreed that the components of the Wellness Fitness Program to be implemented are as follows:
 - a. Annual Medical Evaluation
 - b. Annual Fitness Evaluation
 - c. One on One Consultation
 - d. Ongoing Physical Training, Exercise and Instruction
 - e. Rehabilitation Opportunities
 - f. Behavioral Health
4. Every member will schedule and complete the annual medical evaluation, annual fitness evaluation and on-on-one consultation by August 30th of each calendar year. If the employee does not complete these by August 30th, then the Department will scheduled the appointment(s) at which the employee must attend. The Employee will complete these appointments by December 31st. Reasonable accommodations will be made in cases of disability or time loss from work.
5. The only communication that will be received by the City will be notification that the evaluations and consultation have been conducted. Any and all information regarding the evaluations/consultation will be completely confidential between the individual and the physician.
6. Time spent off duty for the medical evaluation, fitness evaluation and/or one-on-one consultations will be compensated at the appropriate overtime rate. Each employee will receive two (2) hours of travel time for each appointment in addition to being compensated at the appropriate rate for the actual hours spent at each appointment in order to complete the medical evaluation, fitness evaluation and one-on-one consultation.
7. Annual Medical Evaluation
 - a. The annual medical evaluation will be conducted by The Washington Institute of Sports Medicine ("Institute") , which will bill the City directly for payment;

Or,

 - b. The medical evaluation will be conducted by a physician/institution of the employee's choice utilizing the Institute's criteria. The results of the medical evaluation will be forwarded to the Institute. The employee will then be reimbursed by the City up to, but not to exceed, the amount the City pays to the Institute for its medical evaluation.
 - c. The physician/institution mutually agreed to by the City and the Union will be reviewed annually.

d. The medical evaluation is identified in Attachment 1.

8. Annual Fitness Evaluation

- a. Annual Fitness Evaluations will be conducted by the Institute.
- b. The Fitness Evaluation is identified in Attachment 2.

9. One-on-One Consultation

One-on-one consultation will be provided for each union member by the Institute that includes an individualized action plan.

10. Ongoing Physical Training, Exercise and Instruction

- a. The City will continue to make available the equipment and facilities for adequate ongoing physical training and exercise.
- b. Scheduling of daily activities will include appropriate amount of time for all on-duty members to participate in physical training and exercise.
- c. The City will continue to provide education related to wellness/fitness to all members.

11. Peer Fitness Trainers

- a. The City will provide an adequate number of Peer Fitness Trainers (PFT's) on each shift. (At least one per shift.)
- b. The City will provide necessary training for PFT's to maintain their certification.

12. Rehabilitation Opportunities

During instances of on-the-job and off-the-job injuries and illnesses, rehabilitation opportunities will be continually explored and utilized to help ensure full recovery and return to work for all members.

13. Behavioral Health

Tobacco Cessation

- i. The City will provide information about tobacco cessation programs and opportunities available to all members.
- ii. Members will be encouraged to successfully complete a tobacco cessation program and remain tobacco free.
- iii. Members will only smoke in designated areas that the City has identified.
- iv. Members will only use smokeless tobacco in apparatus bays, behind fire stations and in other designated areas the City has identified. Members will also utilize a sealable spit container.

14. The City and the Union agree on using the Fire Department's Special Order #09-04 re: Wellness/Fitness Program as the Summary/Orientation document for all new members to the Wellness/Fitness Program.

ARTICLE 31 – LABOR MANAGEMENT

The City and the Union will form a Labor Management Committee to discuss labor/management issues as necessary.

ARTICLE 32 - ENTIRE AGREEMENT

32.01 Savings

Should any provision of this agreement or the applications of such provisions be rendered or declared invalid by a court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

Additionally, both parties may agree to re-open this agreement and bargain any issue that would cause an impact on either party due to legislation, court action, or invalidation per section 29.01.

32.02 Definition of Duties

Employees covered under this agreement shall not be assigned to perform the duties of a public safety officer, peace officer, or police officer; except that Battalion Chiefs and Acting Battalion Chiefs shall have the ability to use their professional judgment to issue citations for Infractions in accordance with Section 5.35.025 and 13.100 of the SeaTac Municipal Code (STMC). Specifically those sections dealing with fireworks, fire lanes and hydrants. Battalion Chiefs and Acting Battalion Chiefs shall receive annual training on the proper methods and techniques for issuing citations in accordance with the STMC.

32.03 Entire Agreement

The agreement expressed herein writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

ARTICLE 33 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2010 and shall continue through December 31, 2012.

SIGNED this _____ day of _____, 2011.

FOR THE CITY:

FOR THE UNION:

BY: _____
Anh Hoang, Human Resources Director
City of SeaTac, Washington

BY: _____
John Gallup, Union Chief Negotiator
SeaTac Fire Fighters Union Local No. 2919

BY _____
Todd Cutts, City Manager
City of SeaTac, Washington

BY _____
Brian Bailie, Secretary/Treasurer
SeaTac Fire Fighters Union Local No. 2919

BY _____
Terry Anderson, Mayor
City of SeaTac, Washington

BY _____
Keven Rojecki, Union President
SeaTac Fire Fighters Union Local No. 2919

Approved as to Form:

Mary Mirante-Bartolo, City Attorney

Attest:

Kristina Gregg, City Clerk

**CONSENT/RELEASE
APPENDIX "A"**

I consent to the collection of a urine/blood sample by _____

and its analysis by _____ for those drugs, alcohol and/or controlled substances specified in Article 22 of the collective bargaining agreement.

The laboratory administrating the tests will be allowed to release the results to my employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is authorized to release the results of this test to the Medical Review Physician or appropriate court order.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at the City's expense.

I understand that the employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample may result in disciplinary action by the employer, up to and including termination.

I understand that confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any Federal, State or local law. I understand that I have the right to challenge any confirmed positive test result and any employer action based thereon by filing a grievance under the collective bargaining agreement.

Employee

Witness

Date

**FIRE FIGHTER WAGE LEVELS 2010-2012
APPENDIX "B"**

Wage Levels effective January 1, 2010

Longevity Increase Only	Monthly	Hourly	Overtime	Differential
Battalion Chief	\$7,807	\$35.7027	\$53.5541	128%
5 years	\$7,885	\$36.0595	\$54.0893	1
10 years	\$8,041	\$36.7729	\$55.1594	3
15 years	\$8,119	\$37.1296	\$55.6944	4
20 years	\$8,197	\$37.4863	\$56.2295	5
25 years	\$8,275	\$37.8430	\$56.7645	6
Captain - Staff Officer	\$7,197	\$41.5212	\$62.2818	118%
5 years	\$7,269	\$41.9365	\$62.9048	1
10 years	\$7,413	\$42.7673	\$64.1510	3
15 years	\$7,485	\$43.1827	\$64.7741	4
20 years	\$7,557	\$43.5981	\$65.3972	5
25 years	\$7,629	\$44.0135	\$66.0203	6
Captain - Company Officer	\$6,953	\$31.7973	\$47.6960	114%
5 years	\$7,023	\$32.1174	\$48.1761	1
10 years	\$7,162	\$32.7530	\$49.1295	3
15 years	\$7,231	\$33.0686	\$49.6029	4
20 years	\$7,301	\$33.3887	\$50.0831	5
25 years	\$7,370	\$33.7043	\$50.5565	6
Fire Fighter 1	\$6,099	\$27.8918	\$41.8377	100%
5 years	\$6,160	\$28.1707	\$42.2561	1
10 years	\$6,282	\$28.7287	\$43.0931	3
15 years	\$6,343	\$29.0076	\$43.5114	4
20 years	\$6,404	\$29.2866	\$43.9299	5
25 years	\$6,465	\$29.5655	\$44.3483	6
Fire Fighter 2	\$5,550	\$25.3811	\$38.0717	91%
Fire Fighter 3	\$5,001	\$22.8704	\$34.3056	82%
Probationary Fire Fighter	\$4,452	\$20.3598	\$30.5397	73%

Wage Levels effective December 1, 2010

Increase of 2.38% over 2009 Wage Level

	Monthly	Hourly	Overtime	Differential
Battalion Chief	\$7,993	\$36.5534	\$54.8301	128%
5 years	\$8,072	\$36.9146	\$55.3719	1
10 years	\$8,232	\$37.6463	\$56.4695	3
15 years	\$8,312	\$38.0122	\$57.0183	4
20 years	\$8,392	\$38.3780	\$57.5670	5
25 years	\$8,472	\$38.7439	\$58.1159	6
Captain - Staff Officer	\$7,368	\$42.5077	\$63.7616	118%
5 years	\$7,442	\$42.9346	\$64.4019	1
10 years	\$7,589	\$43.7827	\$65.6741	3
15 years	\$7,663	\$44.2096	\$66.3144	4
20 years	\$7,737	\$44.6365	\$66.9548	5
25 years	\$7,810	\$45.0577	\$67.5866	6
Captain - Company Officer	\$7,118	\$32.5518	\$48.8277	114%
5 years	\$7,190	\$32.8811	\$49.3217	1
10 years	\$7,332	\$33.5305	\$50.2958	3
15 years	\$7,403	\$33.8552	\$50.7828	4
20 years	\$7,474	\$34.1799	\$51.2699	5
25 years	\$7,545	\$34.5046	\$51.7569	6
Fire Fighter 1	\$6,244	\$28.5549	\$42.8324	100%
5 years	\$6,307	\$28.8430	\$43.2645	1
10 years	\$6,431	\$29.4101	\$44.1152	23
15 years	\$6,494	\$29.6982	\$44.5473	34
20 years	\$6,556	\$29.9817	\$44.9726	5
25 years	\$6,619	\$30.2698	\$45.4047	6
Fire Fighter 2	\$5,682	\$25.9848	\$38.9772	91%
Fire Fighter 3	\$5,120	\$23.4146	\$35.1219	82%
Probationary Fire Fighter	\$4,558	\$20.8445	\$31.2668	73%

Wage Levels effective July 1, 2011

Increase of 1.4% over 2010 Wage Level

	Monthly	Hourly	Overtime	Differential
Battalion Chief	\$8,231	\$37.9892	\$56.9838	130%
5 years	\$8,313	\$38.3677	\$57.5516	1
10 years	\$8,478	\$39.1292	\$58.6938	3
15 years	\$8,560	\$39.5077	\$59.2616	4
20 years	\$8,642	\$39.8862	\$59.8293	5
25 years	\$8,725	\$40.2692	\$60.4038	6
Captain - Staff Officer	\$7,471	\$43.1019	\$64.6529	118%
5 years	\$7,546	\$43.5346	\$65.3019	1
10 years	\$7,695	\$44.3942	\$66.5913	3
15 years	\$7,770	\$44.8269	\$67.2404	4
20 years	\$7,845	\$45.2596	\$67.8894	5
25 years	\$7,919	\$45.6865	\$68.5298	6
Captain - Company Officer	\$7,218	\$33.3138	\$49.9707	114%
5 years	\$7,290	\$33.6462	\$50.4693	1
10 years	\$7,434	\$34.3108	\$51.4662	3
15 years	\$7,507	\$34.6477	\$51.9716	4
20 years	\$7,579	\$34.9800	\$52.4700	5
25 years	\$7,651	\$35.3123	\$52.9685	6
Fire Fighter 1	\$6,331	\$29.2200	\$43.8300	100%
5 years	\$6,395	\$29.5154	\$44.2731	1
10 years	\$6,521	\$30.0969	\$45.1454	3
15 years	\$6,585	\$30.3923	\$45.5885	4
20 years	\$6,648	\$30.6831	\$46.0247	5
25 years	\$6,711	\$30.9738	\$46.4607	6
Fire Fighter 2	\$5,762	\$26.5938	\$39.8907	91%
Fire Fighter 3	\$5,192	\$23.9631	\$35.9447	82%
Probationary Fire Fighter	\$4,622	\$21.3323	\$31.9985	73%

Wage Levels effective January 1, 2012	Monthly	Hourly	Overtime	Differential
Battalion Chief				130%
5 years				1
10 years				3
15 years				4
20 years				5
25 years				6
Captain - Staff Officer				118%
5 years				1
10 years				3
15 years				4
20 years				5
25 years				6
Captain - Company Officer				114%
5 years				1
10 years				3
15 years				4
20 years				5
25 years				6
Fire Fighter 1				100%
5 years				1
10 years				3
15 years				4
20 years				5
25 years				6
Fire Fighter 2				91%
Fire Fighter 3				82%
Probationary Fire Fighter				73%

Wage Level – Effective December 1, 2010

Wages increased in 2010 by two point three eight percent (2.38%) over 2009 wages. Whereas, the City is experiencing financial difficulties, the bargaining unit agrees to receive their 2.38% wage increase effective December 1, 2010 in lieu of January 1, 2010.

Wage Level – Effective July 1, 2011

Wages shall increase for 2011 by one point four percent (1.4%) over 2010 wages. Whereas, the City is experiencing financial difficulties, the bargaining unit agrees to receive their 1.4% wage increase effective July 1, 2011 in lieu of January 1, 2011. The rank of Battalion Chief shall receive an additional wage adjustment from one hundred twenty eight percent (128%) to one hundred thirty percent (130%) of a 1st class Firefighter effective January 1, 2011.

Wage Level – Effective January 1, 2012

Effective January 1, 2012, wages for 2012 shall be increased by ninety percent (90%) of the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), Seattle-Tacoma-Bremerton, June 2010 to June 2011, index.

ATTACHMENT "1"
WELLNESS/FITNESS INITIATIVE – ANNUAL MEDICAL EVALUATION

The annual medical evaluation will include the following components:

- A. Medical History Questionnaire
- B. Physical Examination: hands on by M.D.
 - a. Vital signs: BP, temp, pulse, respiratory rate
 - b. Head, eyes, ears, nose, throat
 - c. Neck
 - d. Cardiovascular
 - e. Pulmonary
 - f. Gastrointestinal: digital rectal exam, rectum & lower abdominal masses, prostate (male)
 - g. Genito-urinary:
 - i. Male: Genitalia, Prostate
 - ii. Female: pelvic, breast-clinical
 - h. Lymph Nodes
 - i. Neurological: Cranial, Peripheral nerves, motor, sensory, reflexes
 - j. Musculoskeletal
 - k. Skin
- C. Laboratory Tests
 - a. Complete Blood Count (CBC): White Blood Cells (WBC), Differential, Red Blood Cells (RBC), Platelets, hemoglobin; HCT, Mean Corpuscular hemoglobin (MCV), MCH, MCHC, Platelet CNT, (Neutrophils, Lymphocytes, Mono-cytes, Eosiniphils, Basophils) all types of WBC.
 - b. Metabolic panel
 - c. Liver Function: SGOT/AST, SGPT/ALT, LDH, Alkaline, Phospate
 - d. Bilirubin total, Direct
 - e. Lipid Profile: Triglycerides, Cholesterol; total, LDL-C, HDL-C, Total Chol/HDL-C ratio
 - f. Cardio CRP (C-Reactive Protein) Marker for inflammation to blood vessels.
 - g. Glucose
 - h. Blood Urea Nitrogen (BUN)
 - i. Creatinine
 - j. Electrolytes: Sodium, Potassium, Calcium, Chloride
 - k. Carbon Dioxide
 - l. Total Protein
 - m. Albumin, major protein that reflects general state of nutrition
 - n. Globulin
 - o. Alkaline Phosphatase, body protein diagnosing bone & liver function
 - p. Hepatitis C antibody
 - q. Urinalysis: Dip Stick, Macroscopic

ATTACHMENT "2"
WELLNESS/FITNESS INITIATIVE – ANNUAL FITNESS EVALUATION

- A. Body composition utilizing accurate whole body plethysmography, lean weight, fat weight, % fat, ideal weight
- B. Vision screening: near, distant, peripheral, color
- C. Hearing Screening
- D. Pulmonary: Spirometry, spirogram, FEV1, FVC, FEV1/FVC
- E. Chest X ray (if indicated by risk, exposures, or after baseline X-ray every 3 years, or at patient request after discussion with MD).
- F. Resting EKG
- G. Maximal treadmill test for functional capacity
- H. Stress EKG, hemodynamics, and clinical cardiac
- I. Cancer screening
- J. Refer for colonoscopy based upon Hx, age
 - a. Male: PSA, DRE, Testicular exam
 - b. Female: breast exam, Pt can elect for gynecological exam, refer for PAP, Mammography
- K. Strength tests, most actions upper and lower extremity, core evaluation
- L. Flexibility evaluations, core, extremities

● **SeaTac City Council** ●
REQUEST FOR COUNCIL ACTION

Department Prepared by: Human Resources

Agenda Bill #: 3319

TITLE: A Resolution authorizing the execution of the 2010-2012 collective bargaining agreement with the International Association of Fire Fighters (IAFF), Local #2919.

May 3, 2011	
__ Ordinance <input checked="" type="checkbox"/> Resolution __ Motion __ Info. Only __ Other	
Date Council Action Requested:	RCM 5/10/2011
Ord/Res Exhibits:	Exhibit A—Proposed Collective Bargaining Agreement
Review Dates:	RCM 4/26/2011
Prepared By:	Anh Hoang, Human Resources Director
Director:	<u><i>Anh Hoang</i></u> City Attorney: <u><i>Mary Murante Barolo</i></u>
Finance:	<u><i>BR for HQ</i></u> BARS #: various
City Manager:	<u><i>T. P. Smith</i></u> Applicable Fund Name: General Fund (001)

mk
XX

SUMMARY: The proposed Resolution authorizes the execution of the 2010 through 2012 collective bargaining agreement between the City of SeaTac and the International Association of Fire Fighters (IAFF), Local #2919.

DISCUSSION / ANALYSIS / ISSUES: The current labor agreement between the City of SeaTac and the IAFF Local #2919, representing all non-exempt, uniformed Fire Fighters and Fire Department officers of the City of SeaTac Fire Department, expired on December 31, 2009. City and Union representatives have been negotiating a successor agreement since October, 2009. The parties reached a tentative agreement during the mediation process in late September, 2010. The Union membership ratified the tentative agreement in March, 2011.

RECOMMENDATION(S): It is recommended that the Resolution be passed.

FISCAL IMPACT: For 2010, the total fiscal impact for the tentative agreement is estimated at \$63,207 for wage and leave benefit increases and \$81,732 for health insurance premium increases. For 2011, the incremental fiscal impact is estimated at \$62,115 for wage and leave benefit increases and \$84,567 for health insurance premium increases. For 2012, members of the bargaining unit will receive 90% of the CPI-W (Seattle/Tacoma/Bremerton, June 2010 to June 2011 index) in addition to one additional Kelly-shift off.

The 2010 and 2011 fiscal impact of the tentative agreement was included in the City's 2011 budget per Council's direction. If the tentative agreement is approved, the 2012 cost impact will be included in the 2012 budget during the City's annual budget development process.

ALTERNATIVE(S): Do not pass the Resolution. However, if the Council rejects the tentative agreement, the entire contract will be sent back to the bargaining table to continue forth in the collective bargaining process per RCW 41.56.

ATTACHMENTS: None.

RESOLUTION NO. 11-002

A RESOLUTION of the City Council of the City of SeaTac, Washington amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

WHEREAS, the City Council has, by Resolution, previously adopted a City of SeaTac Schedule of Fees, Permit Fees, and Other Charges for City services; and

WHEREAS, amendment of existing fees for City Clerk and General Government and Police Services is needed;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

The City Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services related to City Clerk and General Government and Police Services is hereby amended to read as follows:

CITY CLERK AND GENERAL GOVERNMENT

Minimum handling/mailing fee		\$2.00
Audio / Video recordings of meetings		\$20.00 per CD/DVD
Certified or exemplified copies of documents, per page		\$2.00
City maps (for specialty maps, refer to GIS Program fees)		\$1.00
Photocopies, per page for 10 or more pages		\$0.15
Copies from Microfilm, per page for 10 or more pages		\$0.15
Mailing of City Council Agendas	Annually	\$30.00
Mailing of City Council Agenda Packets	Annually Per meeting	\$250.00 \$5.00

Passport application execution fee	\$30.00	Passport
In addition, fees payable to "Passport Services" are charged on a pass-through basis as set by the United States Department of State.		fees are determined by US Department of State.
Photographs	Actual cost + 10%	

POLICE SERVICES:

Concealed Weapons Permit/Pistol License	Original	\$60.00
	Renewal	\$32.00
	Late renewal	\$42.00
		As set by RCW 9.41.070

Fingerprint Cards	2 cards	\$10.00
	Additional cards	\$3.00 each

Public Disclosure Records Requests / Police Reports	Refer to King County Sheriff's Office Records Unit
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Records Request for CD recording of holding cell area (i.e. defense attorney letter for Washington State Patrol Case)	\$25.00 per disk
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PASSED this 14th day of June, 2011 and signed in authentication thereof on this 14th day of June, 2011.

CITY OF SEATAC

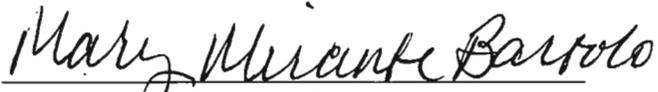

 Terry Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary Mirante Bartolo, City Attorney

[Amended Fee Schedule]

SeaTac City Council
REQUEST FOR COUNCIL ACTION

Department Prepared by: Police & City Clerk

Agenda Bill #: 3330

TITLE: A Resolution amending the City of SeaTac Schedule of License Fees, Permit Fees, and Other Fees and Charges for City Services.

<i>June 8, 2011</i>	
___ Ordinance <input checked="" type="checkbox"/> Resolution ___ Motion ___ Info. Only ___ Other	
Date Council Action Requested:	<u>RCM 06/14/11</u>
Ord/Res Exhibits:	
Review Dates:	<u>A&F 05/10/11</u>
Prepared By:	<u>Captain Annette Louie and Kristina Gregg, City Clerk</u>
Director:	<u><i>Kristina Gregg</i></u> City Attorney: <u><i>Mary Miranti Barolo</i></u>
Finance:	<u><i>Michael...</i></u> BARS #: <u>Various</u>
City Manager:	<u><i>Todd...</i></u> Applicable Fund Name: <u>General Fund</u>

mk
4/4

SUMMARY: The proposed Resolution amends the City's existing fee schedule by amending fees for City Clerk and General Government and Police Services.

DISCUSSION / ANALYSIS / ISSUES: The proposed Resolution amends the existing City fee schedule for the City Clerk and General Government. The passport application execution fee is determined by the US Department of State. The execution fee is charged in order to offset the costs to the City for processing passport applications. The State Department reduced the passport application execution fee from \$30.00 to \$25.00. Rather than amend the fee schedule every time the fee is changed by the Federal Government, the proposed Resolution amends the fee schedule to state that "Passport fees are determined by the US Department of State."

The proposed Resolution also amends the existing City fee schedule for Police Services. The fee for concealed pistol licenses is set by state law. The City is not able to amend the fees charged for concealed pistol licenses, so the proposed Resolution amends the fee schedule to reflect that the fee is set by State law.

RECOMMENDATION(S): It is recommended that the proposed Resolution be passed.

FISCAL IMPACT: There is a small fiscal impact as a result of the reduced fee that can be collected for passport applications.

ALTERNATIVE(S): Do not pass the proposed Resolution.

ATTACHMENTS: None.

RESOLUTION NO. 11-003

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting a Ten-Year Transportation Improvement Program for the years 2012-2021.

WHEREAS, pursuant to RCW 35.77.010, cities are required to adopt a six-year comprehensive Transportation Improvement Program (TIP); and

WHEREAS, the Growth Management Act, at RCW 36.70A.070(6), similarly requires adoption by the City of a Comprehensive Plan transportation element, including a ten-year forecast of system and capacity needs and a plan of financing; and

WHEREAS, the City Council conducted a public hearing pursuant to state law, to hear and receive public comment on the City's TIP; and

WHEREAS, the City Council finds that prioritized and regularly up-dated road and street maintenance and capital improvement projects are essential to growth management, financial planning, and assurance of a comprehensive and coordinated transportation system;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

1. The Ten-Year Transportation Improvement Program (TIP) for the years 2012-2021, a copy of which is attached hereto as Exhibit "A", is hereby adopted.

PASSED this 25th day of June, 2011 and signed in authentication thereof this

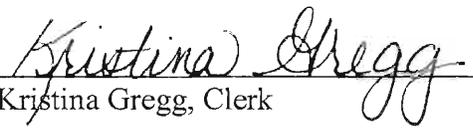
25th day of June, 2011

CITY OF SEATAC

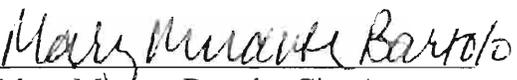


Terry Anderson, Mayor

ATTEST:


Kristina Gregg, Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Ten-Year TIP 2012-2021]

Exhibit A

2012 - 2021 Transportation Improvement Program

Project No.
and
Priority

RES 11 -

	Project Title and Description	2012	2013	2014	2015-2017	2018-2021
MP-034	Commute Trip Reduction Annual Element					
1	Provide for review, approval and monitoring of the CTR programs for major employers within the City including the implementation of the City's CTR program.	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$27,000 WSDOT)	(\$81,000 WSDOT)	(\$108,000 WSDOT)
ST-130	S 154th St Improvements (24th Ave S to 32nd Ave S)	\$1,050,000				
2	Reconstruct and widen roadway as necessary to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, undergrounding of utility lines, curbs, gutters and sidewalks.	C \$2,500,000 (TIB \$850,000, FED \$600,000)				
ST-828	2011/12 Neighborhood Pedestrian Improvements - S 164th Street Sidewalk Project (34th Ave S to Military Road)	\$1,311,000				
3	This is the 2011 Project in the Annual Pedestrian Improvement Program. Improvements include construction of approximately 0.7 mile of new sidewalk on both sides of the street, with curb and gutter, storm drainage improvements, retaining walls, and fencing.	C \$1,311,000				
ST-122	Military Road S Improvements (S 176th St to S 166th St)	\$450,000	\$1,950,000	\$2,118,260		
4	Reconstruct roadway to include curb, gutter, sidewalk, bicycle lanes, storm drainage, landscaping, street lighting, traffic signal, channelization, paving and undergrounding utility lines.	D \$600,000 (TIB \$300,000)	D \$150,000 C \$3,000,000 (TIB \$1,200,000)	C \$3,500,000 (TIB \$1,381,740)		
ST-829	2012/13 Neighborhood Pedestrian Improvements - S 166th/S 168 Street Sidewalk Project	\$250,000	\$1,342,000			
5	This is the proposed 2012 Project in the Annual Pedestrian Improvement Program. Improvements include construction of approximately 0.9 miles of new sidewalk on both sides of the street, with curb and gutter, storm drainage improvements, retaining walls, and fencing.	D \$250,000	C \$1,342,000			
ST-882	2012 Annual Street Overlays	\$400,000				
6	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-125	Military Road S (S 152th St to S 150nd St)	\$900,000	\$2,100,000			
7	Widen existing roadway and construct sidewalks, pavement overlay, street lighting, undergrounding aerial utilities, landscaping, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment of the S 154th Street Station Area.	D \$400,000 ROW \$500,000	C \$2,100,000			
ST-131	28th/24th Ave S Extension (S 202nd St to S 208th St)		\$2,300,000	\$4,900,000		
8	To improve connections to SR 509, construct a four to five lane arterial including bicycle lanes, curb, gutter, sidewalk, storm drainage, street lighting, signalization, channelization, landscaping, utilities, undergrounding of utility lines and paving. Funded by the adjacent property development or LID	D \$1,000,000 ROW \$350,000 (ST \$1,350,000)	D \$300,000 ROW \$350,000 C \$5,500,000 (ST \$2,850,000 TIB \$1,000,000)	C \$9,900,000 (Fed \$2,000,000 TIB \$3,000,000)		

Exhibit A

DEPARTMENT OF TRANSPORTATION
 PUBLIC WORKS DIVISION

2012 - 2021 Transportation Improvement Program

RES 11 -

Project No. and Priority	Project Title and Description	2012	2013	2014	2015-2017	2018-2021
GE-037	Transportation Plan Update	\$500,000	\$500,000			
9	Conduct Transportation Study to evaluate transportation network. Update transportation model. Identify operational and safety problems. Propose necessary mitigation projects. Estimate costs and propose funding measures.	S \$500,000	S \$500,000			
ST-848	Lake to Sound Trail (DMMD - City Limit @ SR 509 to S 156th St)					
10	This portion of the multi-jurisdictional Lake to Sound Trail project is located in SeaTac. A bicycle and pedestrian trail would be extended south from S 156th Street along Des Moines Memorial Drive to SR 509. The improvements are being designed by King County. The Lake to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	D \$800,000 King County Federal Grant	C \$1,650,000 King County Federal Grant			
ST-849	Lake to Sound Trail, (DMMD - 8th Ave S to SR 509)					
Outside City Limits	This portion of the multi-jurisdictional Lakes to Sound Trail project is located in Burien. A bicycle / pedestrian trail would be extended south of SR 509 along Des Moines Memorial Drive to 8th Ave S. The improvements are being designed by King County. The Lakes to Sound Trail would provide a trail connection from Lake Washington to Puget Sound.	D Burien King County	C Burien King County			
ST-145	24th Ave S (S 208th St to S 216th St)					
Outside City Limits	Segment of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D C Des Moines	C Des Moines			
ST-146	S 216th Street (19th Ave S to 24th Ave S)					
Outside City Limits	Segment 2 of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D C Des Moines	C Des Moines			
ST-147	S 216th Street (24th Ave S to 29th Ave S)					
Outside City Limits	Segment 1A of the Des Moines Gateway Project. Widen roadway to a five lane urban arterial and provide a continuous center turn lane, bicycle lanes, transit stops, curb and gutter, landscaping and sidewalks.	D Des Moines	C Des Moines	C Des Moines	C Des Moines	
MP-024C	Link Light Rail (SeaTac/Airport Station to S 200th St)					
ST	Construct separated rail tracks and new station at S 200th St with pedestrian drop-off and bus station facilities.	D ST	D ST	C ST	C ST	
ST-830	2013/14 Neighborhood Pedestrian Improvements		\$250,000	\$1,374,000		
11	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. The Project location will be selected from the Sidewalk Ad Hoc Committee's Priority Map.		D \$250,000	C \$1,374,000		

Exhibit A

DESIGN RIGHT OF WAY
 CONSTRUCTION

2012 - 2021 Transportation Improvement Program

Project No.
 and
 Priority

RES 11 -

	Project Title and Description	2012	2013	2014	2015-2017	2018-2021
ST-883	2013 Annual Street Overlays		\$400,000			
12	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-142	S 152nd St Improvements (Military Rd S to International Blvd)		\$200,000	\$880,000		
13	Construct right turn lane, curb, gutter, sidewalk to facilitate potential Military Rd closure between S 152nd and International Blvd in accordance with the Station Area Plan.		D \$200,000	C \$880,000		
ST-831	2014/15 Neighborhood Pedestrian Improvements			\$250,000	\$1,406,000	
14	Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. The Project location will be selected from the Sidewalk Ad Hoc Committee's Priority Map.			D \$250,000	C \$1,406,000	
ST-884	2014 Annual Street Overlays			\$400,000		
15	Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures, crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-065	Des Moines Memorial Dr & S 200th St Intersection Improvements			\$200,000	\$750,000	
16	Widen to provide left turn lanes on all legs, and right turn lane on east leg. Construct traffic signal and channelization improvements. The improvements would be done in partnership with Des Moines. They are needed to facilitate the SR-509 Interim Trail.			D \$200,000	C \$1,100,000 (Des Moines \$350,000)	
ST-126	S 152th Street Improvements (30th Ave. S. to Military Road S)			\$800,000	\$4,600,000	
17	Widen existing roadway and construct sidewalks, street lighting, and storm drainage. Provide access and circulation improvements for vehicle and pedestrian movements in support of redevelopment.			D \$800,000	C \$4,600,000	
ST-148	S 154th St Transit Station Area Improvements			\$1,000,000	\$6,500,000	
18	Construct new streets as envisioned in the South 154th Street Station Area Plan. Improve and create pedestrian connections. Area generally bounded by S 152nd St, SR 518, 30th Ave S and International Blvd.			D \$1,000,000	C \$6,500,000	

Exhibit A

CONSTRUCTION
RIGHT OF WAY

2012 - 2021 Transportation Improvement Program

Project No.
and
Priority

RES 11 -

Project Title and Description	2012	2013	2014	2015-2017	2018-2021
ST-832 ST-833 ST-834 Neighborhood Pedestrian Improvements				\$5,170,000	
19 Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. Projects will be selected from the Sidewalk Ad Hoc Committee's Priority Map.					
ST-885 ST-886 ST-887 Annual Street Overlays				\$1,300,000	
20 Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					
ST-033 International Blvd. at SR 518				\$9,600,000	\$5,400,000
21 Construct interchange improvements consistent with WSDOT's Route Development Plan. Elements may include modification to S 154th St exit ramp and new eastbound exit ramp to northbound International Blvd.				D \$2,000,000 ROW \$1,000,000 C \$6,600,000	C \$5,400,000
ST-835 ST-836 ST-837 ST-838 Neighborhood Pedestrian Improvements					\$7,389,000
22 Installation and repair of pedestrian improvements through out the City in the neighborhoods for the purpose of creating a safe pedestrian network. Projects will be selected from the Sidewalk Ad Hoc Committee's Priority Map.					
ST-888 ST-889 ST-890 ST-891 Annual Street Overlays					\$1,800,000
23 Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of repair to major pavement failures crack sealing of existing pavements to extend their usable life and overlay pavements that are structurally declining.					

Exhibit A

DEPARTMENT OF TRANSPORTATION
 FEDERAL INFRASTRUCTURE INVESTMENT PROGRAM

2012 - 2021 Transportation Improvement Program

Project No.
 and
 Priority

RES 11 -

Project Title and Description		2012	2013	2014	2015-2017	2018-2021
ST-156	S 154th Pedestrian Grade Separation					\$12,925,000
24	Plan, design, construct a grade separated pedestrian crossing to directly link the S 154th St Station Area with the Tukwila International Boulevard Station.					D \$1,500,000 ROW \$250,000 C \$10,000,000
ST-157	32nd Ave S Improvements (S 152th St to S 154th St)					\$1,600,000
25	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$250,000 C \$1,350,000
ST-158	30th Ave S Improvements (S 152th to S 154th St)					\$1,000,000
26	Reconstruct and widen roadway; install curb, gutter, storm drainage and sidewalk improvements.					D \$150,000 C \$850,000
ST-024	S 142nd St/S 144th St (Des Moines Memorial Dr S to 24th Ave S)					\$11,800,000
27	Improve existing arterial roads to serve planned north end development. Provide sidewalks and non-motorized path. Signal improvements at S 142nd/Des Moines Memorial Dr.					D \$1,840,000 ROW \$960,000 C \$10,000,000 (POS \$1,000,000)
MP-013	South Access (Airport Drives to SR 509 Extension)					\$13,600,000
28	Construct new arterial or limited access roadway to connect the south end of the Airport to the new SR 509 extension with at-grade intersection at S 200th St.					(POS \$88,400,000)
ST-004 ST-077	S 200th St (International Blvd. to South Access and SR 509 Ramps to Des Moines Memorial Dr.)					\$5,500,000
29	Widen to a three to five lane urban arterial the areas of S. 200th Street outside the SR 509 Improvements with curb, gutter, sidewalk, bicycle lanes, associated intersection improvements, consolidation of driveways and possible undergrounding of overhead utility improvements.					D \$500,000 C \$5,000,000
ST-141	32nd Ave S (S 170th St to S 176th St)					\$8,000,000
30	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					\$8,000,000
ST-022	Military Rd S (S 128th St to S 150th St)					\$12,250,900
31	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes at significant intersections.					D \$1,400,000 C \$10,850,900
ST-022	Military Rd S & S 160th St (International Blvd to S 166th St)					\$7,400,000
32	Reconstruct and widen to provide for drainage, bicycle lanes, pedestrian facilities, upgrade existing signals, channelization, street lighting, continuous left turn lanes and underground overhead utilities.					D \$900,000 C \$6,500,000
ST-018	Military Road S (S 188th St to I-5 south of S 200th St)					\$5,858,200
33	Reconstruct roadway to provide drainage and pedestrian facilities along the roadway.					D \$600,000 C \$5,258,200

Exhibit A

2012 - 2021 Transportation Improvement Program

DESIGN RIGHT OF WAY
CONSTRUCTION

Project No.
and
Priority

RES 11 -

	Project Title and Description	2012	2013	2014	2015-2017	2018-2021
ST-112	Military Road S (S 200th St to S 208th St)					\$4,419,100
34	Reconstruct and widen to provide for drainage, bicycle lanes and pedestrian facilities. Provide for left turn lanes as needed.					D \$500,000 C \$3,919,100
ST-047	Military Road S (S 208th St to S 216th St)					\$3,177,800
35	Reconstruct and wide roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$300,000 C \$2,877,800
ST-031	Military Rd (South City Limits to S 216th St)					\$8,853,900
36	Reconstruct and widen roadway to provide for drainage and pedestrian facilities on both sides of the roadway.					D \$1,000,000 C \$7,853,900
ST-072	Des Moines Memorial Dr. (S 136th St to SR 518)					\$6,256,000
37	Reconstruct and widen roadway to 36 ft. to include storm drainage, landscaping, bicycle lanes, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalk (one side).					D \$700,000 C \$5,556,000
ST-028	Des Moines Memorial Dr. (S 128th St to S 136th St)					\$4,175,600
38	Reconstruct and widen roadway to 36 ft. to include storm drainage, curb, gutter, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modification of overhead utility lines.					D \$333,800 R/W \$841,800 C \$3,000,000
ST-029	Des Moines Memorial Dr. (SR 518 to S 156th St)					\$4,352,400
39	Reconstruct and widen roadway to 36 ft. to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, signal modification, paving and modify the overhead utility lines. Install curb, gutter and sidewalks (one side).					D \$500,000 C \$3,852,400
ST-049	Des Moines Memorial Dr (S 156th St to SeaTac City Limits/SR 509)					\$5,135,300
40	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$600,000 C \$4,535,300
ST-051	Des Moines Memorial Dr. (S 194th St to S 208th St)					\$5,180,200
41	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					D \$650,000 C \$4,530,200
ST-015	34th Ave S Improvements (S 160th St to S 176th St)					\$7,100,000
42	Reconstruct roadway install drainage, curb, gutter and sidewalks. Install traffic calming measures Underground utility lines.					D \$900,000 C \$6,200,000
ST-079	S 144th St (24th Ave S to Military Rd S)					\$3,400,000
43	Reconstruct roadway to provide for drainage and pedestrian facilities. Improvements include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving and undergrounding of utility lines.					D \$400,000 C \$3,000,000

Exhibit A

2012 - 2021 Transportation Improvement Program

Project No.
and
Priority

RES 11 -

	Project Title and Description	2012	2013	2014	2015-2017	2018-2021
ST-041	S 170th St (Military Road S to 51st Ave S)					\$2,487,400
44	Reconstruct roadway to 36 feet to provide for drainage, pedestrian facilities, curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$400,000 C \$2,078,400
ST-084	40th Ave S (S 176th St to S 166th St)					\$2,993,400
45	Reconstruct roadway to 36 feet to provide for drainage and pedestrian facilities. Improvements could include curb, gutter, sidewalk, storm drainage, landscaping, street lighting, channelization, paving, signalization and undergrounding of utilities.					D \$500,000 C \$2,493,400
ST-140	S 216th St (I-5 to 35th Ave S)					\$350,000
46	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-139	16th Ave S (S 188th St to S 192nd St)					\$750,000
47	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-150	8th Ave S (S 186th St to S 188th St)					\$800,000
48	Reconstruct roadway, install drainage, curb, gutter and sidewalks. Underground utility lines.					
ST-044	S 195th Street (International Blvd. to 28th/24th St)					\$1,734,100
49	Construct a new three lane roadway to provide an additional access point to the Aviation Business Center.					D \$300,000 R/W \$450,000
ST-069	S 208th Street (International Blvd. to 28th/24th St)					\$1,116,500
50	Widen roadway to three to five lanes depending on the existing and proposed level of development in the Aviation Business Center.					D \$200,000 C \$916,500
ST-136	32nd Ave S (S 200th St to S 204th St)					\$1,500,000
51	This is a City project in conjunction with the SR 509 Extension. Install sidewalks and neighborhood traffic calming measures.					D \$200,000 C \$1,300,000
MP-043	SR 509 Extension (Des Moines Memorial Dr. S to I-5)					
WSDOT	Construct new 4 lane full access control freeway to connect existing SR 509 freeway terminus with I-5.					\$1,500,000,000 WSDOT
ST-132	S 208th St (International Blvd to SR 509 & SR 509 to 34th Ave S)					
WSDOT	In conjunction with the extension of SR 509, terminate roadway either side of SR 509. Widen roadway to 36 feet and construct sidewalks both sides on eastern portion and west cul-de-sac.					\$1,000,000 WSDOT
ST-133	34th Ave S (S 204th St to S 211th St)					
WSDOT	In conjunction with SR 509 Extension, construct new 36 foot wide roadway with sidewalk on one side.					\$4,500,000 WSDOT

Exhibit A

CONSTRUCTION R/W RICH ROADWAY
CONSTRUCTION

2012 - 2021 Transportation Improvement Program

Project No.
and
Priority

RES 11 -

Project Title and Description		2012	2013	2014	2015-2017	2018-2021
ST-134	S 204th St (32nd Ave S to 34th Ave S)					
WSDOT	In conjunction with SR 509 Extension, widen roadway to 36 feet. Construct sidewalks on both sides.					\$650,000 WSDOT
ST-056	Military Road S at S 200th St/I-5 SB Ramps					
WSDOT	Widen I-5 south bound off ramp to provide for a left turn lane. Reconstruct west leg to provide left, thru and right turn lanes. Modify signal to facilitate lane changes.					WSDOT
ST-052	Des Moines Memorial Dr. (S 208th St to Marine View Dr.)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to include storm drainage, bicycle lanes, landscaping, street lighting, channelization, paving, modification to overhead utility lines, curb, gutter and sidewalks (one side).					D \$824,000 R/W \$364,000 C \$4,553,000 Des Moines
ST-050	Des Moines Memorial Dr. (SeaTac City Limit to Normandy Park Rd)					
Outside City Limits	Reconstruct and widen roadway to 36 feet to provide for drainage, bicycle and pedestrian facilities.					BURIEN \$1,103,000
TOTAL		\$4,861,000	\$9,042,000	\$11,922,260	\$29,326,000	\$166,304,800

LID LOCAL IMPROVEMENT DISTRICT
 POS PORT OF SEATTLE
 TIB TRANSPORTATION IMPROVEMENT BOARD
 FED FEDERAL GRANT
 WSDOT WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ST SOUND TRANSIT
 TBD TO BE DETERMINED
 Project adds Sidewalks

RESOLUTION NO. 11-004

A RESOLUTION of the City Council of the City of SeaTac, Washington expressing the City Council's support of King County Proposition #1— Veterans and Human Services Levy, to be presented to the electorate on August 16, 2011.

WHEREAS, King County Proposition #1 will be presented to the voters at the general election on August 16, 2011, with the following official Ballot Title and Description:

King County Proposition No. 1--Veterans and Human Services Levy

The King County council has passed Ordinance No. 17072 concerning funding for regional veterans, health, and human services. This proposition would replace an expiring levy and fund capital facilities and services that reduce medical costs, homelessness, and criminal justice system involvement with half of proceeds supporting veterans and their families. It would authorize King County to levy an additional property tax of 5 cents per \$1,000 of assessed valuation for collection in 2012 and authorize annual increases by the percentage increase in the consumer price index or 1%, whichever is greater, with a maximum increase of 3%, for the five succeeding years. Should this proposition be: Approved [] Rejected []

WHEREAS, in accordance with RCW 42.17.130, notice to comment was published and posted; and

WHEREAS, public statements and comments were received by the Council; and

WHEREAS, the Council finds that an expression of support for King County Proposition #1 is appropriate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

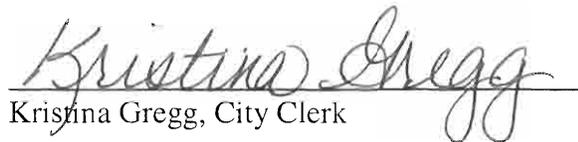
1. The City Council of the City of SeaTac expresses its support of King County Proposition #1— Veterans and Human Services Levy, to be presented to the electorate on August 16, 2011.

PASSED this 26th day of July, 2011 and signed in authentication thereof on this 26th day of July, 2011.

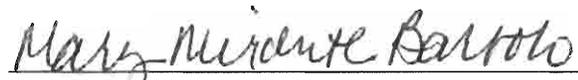
CITY OF SEATAC


Terry Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[Resolution regarding King County Proposition #1]

RESOLUTION NO. 11-005

A RESOLUTION of the City Council of the City of SeaTac, Washington calling for an election at the general election of November 8, 2011, to place before the qualified electors of the City the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government be adopted; and submitting this call to the King County Department of Elections for a formal order calling for an election to be held at the November 8, 2011 General Election.

WHEREAS, a petition, signed by the statutorily required number of registered voters of the City, requesting an election on the proposition of whether the City's present Council-Manager plan of government should be abandoned and the Mayor-Council plan of government should be adopted, was submitted to the King County Department of Elections, as required by State law; and

WHEREAS, the King County Department of Elections verified the number and correctness of signatures on the petition and issued a Certificate of Sufficiency dated June 28, 2011;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Section 1. Based upon the petition and certification of sufficiency, the City Council finds it necessary to call an election to be held in the City at the time of the next General Election of November 8, 2011, on the proposition of whether the City electors desire to abandon the present Council-Manager plan of government and adopt the Mayor-Council plan of government.

Section 2. A City election is hereby called for November 8, 2011, to place before the qualified electors of the City the following proposition:

**PROPOSITION
CHANGE IN PLAN OF GOVERNMENT**

Shall the City of SeaTac abandon its present Council-Manager plan of government under which it currently operates pursuant to RCW 35A.13 and adopt in its place the Mayor-Council plan of government pursuant to the provisions of RCW 35A.12?

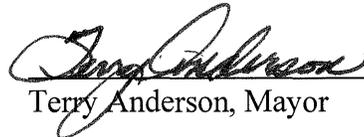
Yes.....[]
No.....[]

Section 3. King County Department of Elections is hereby requested to issue a formal order calling for an election to be held in the City of SeaTac on November 8, 2011 to place the foregoing proposition before the qualified electors of the City.

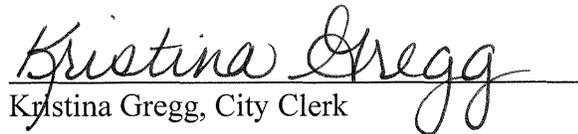
Section 4. The City Clerk is authorized and directed to file a certified copy of this Resolution, together with the Certification of the City Attorney with the King County Department of Elections upon passage of this Resolution.

PASSED this 9th day of August, 2011 and signed in authentication thereof on this 9th day of August, 2011.

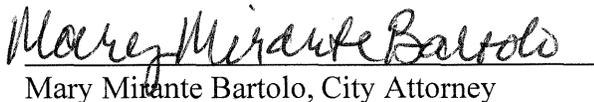
CITY OF SEATAC


Terry Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary Mirante Bartolo, City Attorney

[2011 Election to Change Plan of Government]



**King County
Department of Elections**

CERTIFICATE OF SUFFICIENCY

THIS IS TO CERTIFY that the petition, originally submitted on June 16, 2011 to King County Elections Department, for SeaTac Mayor-Council, has been examined and the signatures thereon carefully compared with the registration records of the King County Elections Department, and as a result of such examination, found the signatures to be sufficient under the provisions of the Revised Code of Washington 35A.01.040.

Dated and Signed on the 28th day of June, 2011



Sherril Huff, Director

ATTACHMENT # 1



King County

Elections Department
919 SW Grady Way
Renton, WA 98057-2906
206.296.8683 Fax 206.296.0108 TTY Relay: 711

June 27, 2011

RE: SeaTac Mayor-Council Petition

Kristina Gregg
4800 South 188th Street
SeaTac, WA 98-188-8605

Dear Ms. Kristina Gregg,

The King County Elections Department examined the registered voter signatures contained on the SeaTac Mayor-Council Petition. Of the 619 petition signatures that were compared against those on file with our office, 492 were determined to be registered voters of King County within the City of SeaTac. Since that number did meet the requirement of 446 valid registered voter signatures to certify, it is determined that the petition is sufficient.

If you have questions, please contact Jacqueline H. Timmons, Program Manager of Voter Services at (206) 296-1608.

Sincerely,

Sherril Huff
Elections Director

cc: Jacqueline H. Timmons, Voter Services Manager

enclosures: Original Petition pages
Certificate of Sufficiency

RESOLUTION NO. 11-006

A RESOLUTION of the City Council of the City of SeaTac, Washington modifying the meeting times of Council Committees and repealing Resolution 10-005.

WHEREAS, the City Council desires to change the meeting schedule for Council Committees; and

WHEREAS, it is necessary adopt a schedule by formal Resolution in order to comply with the Open Public Meetings Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Section 1. Resolution 10-005 is hereby repealed.

Section 2. All Committee Meetings of the City Council shall be open to the public and shall be held at the SeaTac City Hall, 4800 South 188th Street, SeaTac, Washington 98188, as follows:

Administration and Finance Committee (A&F)
3:00 p.m. on the second Tuesday of each month.

Public Safety and Justice Committee (PS&J)
4:00 p.m. on the second Tuesday of each month.

Land Use and Parks Committee (LUP)
3:30 p.m. on the fourth Tuesday of each month.

Transportation and Public Works Committee (T&PW)
2:30 p.m. on the fourth Tuesday of each month.

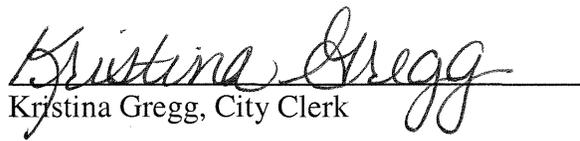
and except that, if any such meeting shall fall upon a holiday, the scheduled meeting shall be held on the next business day, commencing at the same hour.

PASSED this 9th day of August, 2011 and signed in authentication thereof on this 9th day of August, 2011.

CITY OF SEATAC


Terry Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Change Committee Meeting Date & Times]

RESOLUTION NO. 11-007

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting findings of fact in support of Interim Ordinance 11-1015 relating to Medical Cannabis Dispensaries and Collective Gardens.

WHEREAS, the City Council adopted Ordinance 11-1015 pertaining to Medical Cannabis Dispensaries and Collective Gardens; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 require that a public hearing be held, and findings of fact justifying the Interim Ordinance be adopted, within 60 days of the adoption of such Ordinance; and

WHEREAS, pursuant to the aforementioned state laws, a public hearing was held on September 27, 2011 which provided the opportunity for public participation;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON HEREBY RESOLVES as follows:

Findings of fact. The City Council hereby finds and adopts the following findings of fact in support of Interim Ordinance 11-1015:

- a) Initiative Measure No. 692, approved November 3, 1998, created an affirmative defense for “qualifying patients” to the charge of possession of cannabis.
- b) The Initiative and current Chapter 69.51A RCW are clear that nothing in its provisions are to be “construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes.”
- c) The Washington State Department of Health opines that it is “not legal to buy or sell” medical cannabis and further opines that “the law [Chapter 69.51A RCW]

does not allow dispensaries,” leaving enforcement to local officials.

- d) The City acknowledges the right of qualified health care professionals to recommend the medical use of cannabis, acknowledges the affirmative defense available to qualifying patients from the possession of cannabis as well as the right of patients to designate a “designated provider” who can “provide” rather than sell cannabis to “only one patient at any one time.”
- e) The 2011 State Legislature passed E2SSB 5073 (“the Act”) and the Governor has signed the bill but has vetoed several sections of the bill.
- f) E2SSB 5073 was effective on July 22, 2011.
- g) The Act authorizes “collective gardens” which would authorize certain qualifying patients the ability to produce, grow and deliver cannabis for medical use.
- h) The acceptance of development applications proposing medical cannabis dispensaries and collective gardens development may allow development that is incompatible with nearby existing land uses.
- i) Despite the Governor’s veto of certain Sections of E2SSB 5073, it is appropriate to impose a moratorium on medical cannabis dispensaries, so the City Council can determine whether further regulation is necessary.
- j) The City Council finds that there is an apparent conflict between State and Federal law regarding regulation of Medical Cannabis Dispensaries and Collective Gardens, and that it is in the public interest that any zoning and development regulations are consistent with both federal and state law.
- k) The City Council deems it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law.

PASSED this 27th day of September 2011, and signed in authentication thereof
on this 27th day of September 2011.

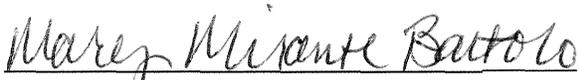
CITY OF SEATAC


Terry Anderson, Mayor

ATTEST:


Kristina Gregg, City Clerk

Approved as to Form:


Mary E. Mirante Bartolo, City Attorney

[Collective Garden Moratorium Finding of Fact]

RESOLUTION NO. 11-008

A RESOLUTION of the City Council of the City of SeaTac, Washington, adopting the City of SeaTac 2012–2017 Capital Improvement Program.

WHEREAS, the Washington State Growth Management Act of 1990 requires cities to prepare a comprehensive plan that must include a six year plan on how the City will finance capital facilities within projected funding capacities and identify sources of public funding for such purposes; and

WHEREAS, the Capital Improvement Program assists in meeting this requirement by identifying both projects and funding sources; and

WHEREAS, a Capital Improvement Program promotes governmental efficiency by planning, coordinating and scheduling long-range projects; and

WHEREAS, a Capital Improvement Program assists the City Council and staff in guiding long-range development; and

WHEREAS, a Capital Improvement Program assists in setting City financial and capital priorities; and

WHEREAS, it is recognized that the 2012-2017 Capital Improvement Program is a six year “plan” only and is subject to change; and

WHEREAS, only the first year of the Capital Improvement Program is adopted by the City Council in its annual budget ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The City of SeaTac 2012-2017 Capital Improvement Program is adopted by reference as a guide for future capital improvement projects and policies.

Section 2. The City Manager is directed to submit annual updates of the Capital Improvement Program to the City Council for review and adoption.

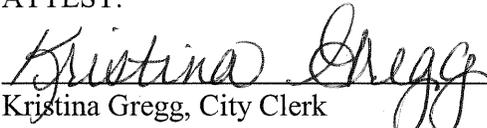
PASSED this 13th day of December, 2011, and signed in authentication thereof on this 13th day of December, 2011.

CITY OF SEATAC



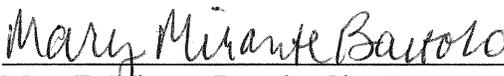
Terry Anderson, Mayor

ATTEST:



Kristina Gregg, City Clerk

Approved as to Form:



Mary E. Mirante Bartolo, City Attorney

[2012–2017 Capital Improvement Program]

City of SeaTac
2012 - 2017 CIP by Location

Dept	Project Location/Area	Project Title	Project Total	2012	2013	2014	2015	2016	2017	Total 2012-2017	Future Years 2018 & After
P&R	Angle Lake Park	Angle Lake Park Phase II	1,996,337	100,300	1,896,037	-	-	-	-	\$ 1,996,337	-
P&R	Angle Lake Park	Angle Lake Park Playground Equipment Repl	42,773	-	42,773	-	-	-	-	\$ 42,773	-
P&R	Angle Lake Park	Angle Lake Park Ornamental Fence Repl	34,049	-	-	-	-	34,049	-	\$ 34,049	-
		Subtotal Angle Lake Park	2,073,159	100,300	1,938,810	-	-	34,049	-	\$ 2,073,159	-
Facilities	City Hall	City Hall Heat Pump Replacements	172,336	26,654	27,458	28,266	29,104	29,977	30,877	\$ 172,336	-
Facilities	City Hall	City Hall Lighting Upgrade	194,089	-	194,089	-	-	-	-	\$ 194,089	-
Facilities	City Hall	City Hall Carpet Replacement	197,343	-	197,343	-	-	-	-	\$ 197,343	-
Facilities	City Hall	City Hall Elevator Upgrade	64,161	-	-	-	64,161	-	-	\$ 64,161	-
Facilities	City Hall	Security Camera Digital Video Recorders	20,516	20,516	-	-	-	-	-	\$ 20,516	-
IS	City Hall	Network Routers (35,000)	24,000	-	24,000	-	-	-	-	\$ 24,000	-
IS	City Hall	City Hall Data Center Battery Backup	45,000	45,000	-	-	-	-	-	\$ 45,000	-
IS	City Hall	City Virtual Server Hosts	21,000	-	-	-	14,000	-	7,000	\$ 21,000	-
IS	City Hall	Notebook Computers for Field Work	36,400	18,200	-	-	-	18,200	-	\$ 36,400	-
IS	City Hall	Mobile Software for CRW	14,500	14,500	-	-	-	-	-	\$ 14,500	-
Court	City Hall	Electronic Document Sharing Software for Court	75,000	75,000	-	-	-	-	-	\$ 75,000	-
CCO	City Hall	Audio/Visual Eq for Council Chambers/Courtroom	135,000	135,000	-	-	-	-	-	\$ 135,000	-
		Subtotal City Hall	999,345	334,870	442,890	28,266	107,265	48,177	37,877	\$ 999,345	-
PW	DMMD & S 200th	Des Moines Mem Drive & S 200th St Intersec Imp	-	-	-	-	-	-	-	\$ -	1,300,000
		Subtotal Des Moines Memorial Drive	-	-	-	-	-	-	-	\$ -	1,300,000
Facilities	Fire Station #45	Fire Station #45	3,120,118	1,659,870	1,460,248	-	-	-	-	\$ 3,120,118	-
IS	Fire Station #46	Storage Area Network	30,000	-	-	-	30,000	-	-	\$ 30,000	-
Fire	Fire Stations	Vehicles	2,278,509	424,234	602,418	52,886	-	494,020	704,951	\$ 2,278,509	-
Fire	Fire Stations	Tools & Equipment	1,108,912	-	600,463	345,899	100,786	-	61,764	\$ 1,108,912	-
		Subtotal Firestations	6,537,539	2,084,104	2,663,129	398,785	130,786	494,020	766,715	\$ 6,537,539	-
Facilities	Maintenance Facility	Maintenance Facility Fueling Station	27,463	27,463	-	-	-	-	-	\$ 27,463	-
		Subtotal Maintenance Facility	27,463	27,463	-	-	-	-	-	\$ 27,463	-
PW	Military Road S-S 152nd-S 150th	Military Road South from S 152nd to S 150th	4,080,000	300,000	800,000	2,000,000	980,000	-	-	\$ 4,080,000	-
PW	Military Road S-S 176th-S 166th	Military Road South Imp from S 176th to S 166th	7,190,000	500,000	3,490,000	3,200,000	-	-	-	\$ 7,190,000	-
		Subtotal Military Road	11,270,000	800,000	4,290,000	5,200,000	980,000	-	-	\$ 11,270,000	-
PW	28th/24th Ave S	28th/24th Avenue South Extension	20,000,000	800,000	1,350,000	6,150,000	8,700,000	3,000,000	-	\$ 20,000,000	-
		Subtotal 28th/24th Avenue South	20,000,000	800,000	1,350,000	6,150,000	8,700,000	3,000,000	-	\$ 20,000,000	-
CED	S 154th Station Area	154th Street Station Area Property Acquisitions	1,000,000	500,000	250,000	250,000	-	-	-	\$ 1,000,000	-
CED	S 154th Station Area	SeaTac Center Improvements	501,315	501,315	-	-	-	-	-	\$ 501,315	-
CED	S 154th Station Area	Intn'l Marketplace Store Front Retail Space	1,626,075	-	-	-	1,626,075	-	-	\$ 1,626,075	-
P&R	S 154th Station Area	S 154th Street Station Area Plaza/Ped Connect	412,500	-	-	82,500	330,000	-	-	\$ 412,500	-
PW	S 154th Station Area	S 154th St Imp (24th Ave S to 32nd Ave S)	2,000,000	2,000,000	-	-	-	-	-	\$ 2,000,000	-
PW	S 154th Station Area	S 152nd St - 30th Ave S to Military Road	5,400,000	-	-	800,000	4,600,000	-	-	\$ 5,400,000	-
PW	S 154th Station Area	S 154th St Transit Station Area Imp	7,500,000	-	-	1,000,000	6,500,000	-	-	\$ 7,500,000	-
PW	S 154th Station Area	International Blvd at SR 518	-	-	-	-	-	-	-	\$ -	15,000,000
CMO	S 154th Station Area (near)	Riverton Heights Property Development	80,000	80,000	-	-	-	-	-	\$ 80,000	-
PW	S 154th Station Area	S 154th Street Pedestrian Crossing	-	-	-	-	-	-	-	\$ -	12,925,000
		Subtotal S 154th Station Area	18,519,890	3,081,315	250,000	2,132,500	13,056,075	-	-	\$ 18,519,890	27,925,000

City of SeaTac
2012 - 2017 CIP by Location

Dept	Project Location/Area	Project Title	Project Total	2012	2013	2014	2015	2016	2017	Total 2012-2017	Future Years 2018 & After
PW	S 164th Street	S 164th Street Neighborhood Ped Improvements	1,366,000	1,366,000	-	-	-	-	-	\$ 1,366,000	-
		Subtotal S 164th Street	1,366,000	1,366,000	-	-	-	-	-	\$ 1,366,000	-
CED	S 176th Station Area	Community Access Point (CAP) Property Acq	-	-	-	-	-	-	-	\$ -	Placeholder
CED	S 176th Station Area	Community Access Point (CAP) Construction	-	-	-	-	-	-	-	\$ -	Placeholder
P&R	S 176th Station Area	SeaTac/Airport Station Gathering Place Plaza	-	-	-	-	-	-	-	\$ -	Placeholder
PW	S 176th Station Area	34th Ave South Imp - S 160th to S 176th	7,100,000	-	-	500,000	400,000	4,000,000	2,200,000	\$ 7,100,000	-
		Subtotal S 176th Station Area	7,100,000	-	-	500,000	400,000	4,000,000	2,200,000	\$ 7,100,000	-
PW	S 200th Station Area	2013/14 Neighborhood Pedestrian Imp Program	1,500,000	-	250,000	1,250,000	-	-	-	\$ 1,500,000	-
		Subtotal S 200th Station Area	1,500,000	-	250,000	1,250,000	-	-	-	\$ 1,500,000	-
Facilities	SeaTac Community Center	Community Center Rooftop Heat Pump	70,393	70,393	-	-	-	-	-	\$ 70,393	-
Facilities	SeaTac Community Center	Community Center Mechanical Room Heat Rec	51,587	51,587	-	-	-	-	-	\$ 51,587	-
P&R	SeaTac Community Center	Japanese Garden Ornamental Fence	29,434	29,434	-	-	-	-	-	\$ 29,434	-
P&R	SeaTac Community Center	Skate Park @ SeaTac Community Center	273,900	273,900	-	-	-	-	-	\$ 273,900	-
		Subtotal SeaTac Community Center	425,314	425,314	-	-	-	-	-	\$ 425,314	-
P&R	Sunset Park	Sunset Park Tennis Court Renovation	120,450	-	-	-	120,450	-	-	\$ 120,450	-
		Subtotal Sunset Park	120,450	-	-	-	120,450	-	-	\$ 120,450	-
PW	To Be Determined	2012/13 Neighborhood Pedestrian Imp Program	1,592,000	250,000	1,342,000	-	-	-	-	\$ 1,592,000	-
PW	To Be Determined	2014/15 Neighborhood Pedestrian Imp Program	1,656,000	-	-	250,000	1,406,000	-	-	\$ 1,656,000	-
PW	To Be Determined	2015/16 Neighborhood Pedestrian Imp Program	1,690,000	-	-	-	250,000	1,440,000	-	\$ 1,690,000	-
PW	To Be Determined	2016/17 Neighborhood Pedestrian Imp Program	1,723,000	-	-	-	-	250,000	1,473,000	\$ 1,723,000	-
PW	To Be Determined	2017/18 Neighborhood Pedestrian Imp Program	250,000	-	-	-	-	-	250,000	\$ 250,000	1,508,000
		Subtotal Location To Be Determined	6,911,000	250,000	1,342,000	250,000	1,656,000	1,690,000	1,723,000	\$ 6,911,000	1,508,000
P&R	Valley Ridge Park	Valley Ridge Pk 4th Sports Field/Restrm/Con Bldg	1,812,937	-	-	-	945,000	867,937	-	\$ 1,812,937	-
P&R	Valley Ridge Park	Valley Ridge Park Playground Equipment Repl	71,959	-	-	71,959	-	-	-	\$ 71,959	-
P&R	Valley Ridge Park	Valley Ridge Park Synthetic Turf Field Repl	1,242,551	-	-	-	-	-	1,242,551	\$ 1,242,551	-
		Subtotal Valley Ridge Park	3,127,447	-	-	71,959	945,000	867,937	1,242,551	\$ 3,127,447	-
IS	Various	Computers & Monitors (35,000)	270,000	45,000	45,000	45,000	45,000	45,000	45,000	\$ 270,000	-
PW	Various	Vehicles/Heavy Equipment	1,346,137	-	413,427	248,499	426,381	257,830	-	\$ 1,346,137	-
PW	Various	Tools & Equipment	1,279,369	29,904	678,413	334,736	27,169	151,644	57,503	\$ 1,279,369	-
		Subtotal Various	2,895,506	74,904	1,136,840	628,235	498,550	454,474	102,503	\$ 2,895,506	-
		GRAND TOTAL 2012 - 2017 CIP	82,873,113	9,344,270	13,663,669	16,609,745	26,594,126	10,588,657	6,072,646	\$ 82,873,113	30,733,000

City of SeaTac
2012 - 2017 CIP by Department

Source	Dept	Dept Priority	Project #	Project Title	Project Total	2012	2013	2014	2015	2016	2017	Total 2012-2017	Future Years 2018 & After
CIP PROJECTS													
CIP	CED	1/5	CED-00002	SeaTac Center Improvements	501,315	501,315	-	-	-	-	-	\$ 501,315	-
CIP	CED	2/5	SA154-00002	154th Street Station Area Property Acquisitions	1,000,000	500,000	250,000	250,000	-	-	-	\$ 1,000,000	-
CIP	CED	3/5	SA154-00003	Intrnl Marketplace Store Front Retail Space	1,626,075	-	-	-	1,626,075	-	-	\$ 1,626,075	-
CIP	CED	4/5	SA176-00002	Community Access Point (CAP) Property Acq	-	-	-	-	-	-	-	\$ -	Placeholder
CIP	CED	5/5	SA176-00003	Community Access Point (CAP) Construction	-	-	-	-	-	-	-	\$ -	Placeholder
Subtotal Community & Ec Development					3,127,390	1,001,315	250,000	250,000	1,626,075	-	-	\$ 3,127,390	-
CIP	Facilities	1/8	FAC-00001	Fire Station #45 Replacement	3,120,118	1,659,870	1,460,248	-	-	-	-	\$ 3,120,118	-
CIP	Facilities	2/8	FAC-00003	City Hall Heat Pump Replacements	172,336	26,654	27,458	28,266	29,104	29,977	30,877	\$ 172,336	-
CIP	Facilities	3/8	FAC-00011	Maintenance Facility Fueling Station	27,463	27,463	-	-	-	-	-	\$ 27,463	-
CIP	Facilities	4/8	FAC-00012	Comm Center Rooftop Heat Pump Unit Repl	70,393	70,393	-	-	-	-	-	\$ 70,393	-
CIP	Facilities	5/8	FAC-00013	Comm Center Mechanical Room Heat Rec Units	51,587	51,587	-	-	-	-	-	\$ 51,587	-
CIP	Facilities	6/8	FAC-00010	City Hall Elevator Upgrade	64,161	-	-	-	64,161	-	-	\$ 64,161	-
CIP	Facilities	7/8	FAC-00009	City Hall Carpet Replacement	197,343	-	197,343	-	-	-	-	\$ 197,343	-
CIP	Facilities	8/8	FAC-00004	City Hall Lighting Upgrade	194,089	-	194,089	-	-	-	-	\$ 194,089	-
Subtotal Facilities					3,897,490	1,835,967	1,879,138	28,266	93,265	29,977	30,877	\$ 3,897,490	-
CIP	P&R	1/12	PRK-00002	Angle Lake Park Phase II	1,996,337	100,300	1,896,037	-	-	-	-	\$ 1,996,337	-
CIP	P&R	2/12	PRK-00001	Valley Ridge Pk 4th Sports Field/Restrm/Con Bldg	1,812,937	-	-	-	945,000	867,937	-	\$ 1,812,937	-
CIP	P&R	3/12	PRK-00014	Skate Park @ SeaTac Community Center	273,900	273,900	-	-	-	-	-	\$ 273,900	-
CIP	CMO	4/12	CM-00001	Riverton Heights Property Development	80,000	80,000	-	-	-	-	-	\$ 80,000	-
CIP	P&R	5/12	PRK-00016	Japanese Garden Ornamental Fence	29,434	29,434	-	-	-	-	-	\$ 29,434	-
CIP	P&R	6/12	PRK-00009	Valley Ridge Park Playground Equipment Repl	71,959	-	-	71,959	-	-	-	\$ 71,959	-
CIP	P&R	7/12	PRK-00006	Angle Lake Park Playground Equipment Repl	42,773	-	42,773	-	-	-	-	\$ 42,773	-
CIP	P&R	8/12	SA154-00001	S 154th Street Station Area Plaza/Ped Connection	412,500	-	-	82,500	330,000	-	-	\$ 412,500	-
CIP	P&R	9/12	PRK-00013	Sunset Park Tennis Court Renovation	120,450	-	-	-	120,450	-	-	\$ 120,450	-
CIP	P&R	10/12	PRK-00008	Valley Ridge Park Synthetic Turf Field Repl	1,242,551	-	-	-	-	-	1,242,551	\$ 1,242,551	-
CIP	P&R	11/12	SA176-00005	SeaTac/Airport Station Area Gathering Place Plaza	-	-	-	-	-	-	-	\$ -	Placeholder
CIP	P&R	12/12	PRK-00002	Angle Lake Park Ornamental Fence Repl	34,049	-	-	-	-	34,049	-	\$ 34,049	-
Subtotal Parks & Recreation					6,116,890	483,634	1,938,810	154,459	1,395,450	901,986	1,242,551	\$ 6,116,890	-
CIP	PW	1/17	ST-130	S 154th St Imp (24th Ave S to 32nd Ave S)	2,000,000	2,000,000	-	-	-	-	-	\$ 2,000,000	-
CIP	PW	2/17	ST-828	South 164th Street Neighborhood Ped Imp	1,366,000	1,366,000	-	-	-	-	-	\$ 1,366,000	-
CIP	PW	3/17	ST-122	Military Road South Imp from S 176th to S 166th	7,190,000	500,000	3,490,000	3,200,000	-	-	-	\$ 7,190,000	-
CIP	PW	4/17	ST-829	2012/13 Neighborhood Pedestrian Imp Program	1,592,000	250,000	1,342,000	-	-	-	-	\$ 1,592,000	-
CIP	PW	5/17	ST-125	Military Road S & S 152nd St, S 150th to IB	4,080,000	300,000	800,000	2,000,000	980,000	-	-	\$ 4,080,000	-
CIP	PW	6/17	ST-131	28th/24th Ave S Extension	20,000,000	800,000	1,350,000	6,150,000	8,700,000	3,000,000	-	\$ 20,000,000	-
CIP	PW	7/17	ST-830	2013/14 Neighborhood Pedestrian Imp Program	1,500,000	-	250,000	1,250,000	-	-	-	\$ 1,500,000	-
CIP	PW	8/17	ST-831	2014/15 Neighborhood Pedestrian Imp Program	1,656,000	-	-	250,000	1,406,000	-	-	\$ 1,656,000	-
CIP	PW	9/17	ST-015	34th Ave South Improvements	7,100,000	-	-	500,000	400,000	4,000,000	2,200,000	\$ 7,100,000	-
CIP	PW	10/17	ST-126	S 152nd St - 30th Ave S to Military Road	5,400,000	-	-	800,000	4,600,000	-	-	\$ 5,400,000	-
CIP	PW	11/17	ST-148	S 154th St Transit Station Area Imp	7,500,000	-	-	1,000,000	6,500,000	-	-	\$ 7,500,000	-
CIP	PW	12/17	ST-832	2015/16 Neighborhood Pedestrian Imp Program	1,690,000	-	-	-	250,000	1,440,000	-	\$ 1,690,000	-
CIP	PW	13/17	ST-833	2016/17 Neighborhood Pedestrian Imp Program	1,723,000	-	-	-	-	250,000	1,473,000	\$ 1,723,000	-
CIP	PW	14/17	ST-834	2017/18 Neighborhood Pedestrian Imp Program	250,000	-	-	-	-	-	250,000	\$ 250,000	1,508,000
CIP	PW	15/17	ST-065	Des Moines Memorial Drive & S 200th St Imp	-	-	-	-	-	-	-	\$ -	1,300,000
CIP	PW	16/17	ST-033	International Blvd at SR 518	-	-	-	-	-	-	-	\$ -	15,000,000
CIP	PW	17/17	ST-156	S 154th Pedestrian Grade Separation	-	-	-	-	-	-	-	\$ -	12,925,000
Subtotal Public Works					63,047,000	5,216,000	7,232,000	15,150,000	22,836,000	8,690,000	3,923,000	\$ 63,047,000	30,733,000
SUBTOTAL CIP PROJECTS					76,188,770	8,536,916	11,299,948	15,582,725	25,950,790	9,621,963	5,196,428	\$ 76,188,770	30,733,000

City of SeaTac
2012 - 2017 CIP by Department

Source	Dept	Dept Priority	Project #	Project Title	Project Total	2012	2013	2014	2015	2016	2017	Total 2012-2017	Future Years 2018 & After
CIP EQUIPMENT													
IS Repl Sched	IS	N/A	N/A	Computers & Monitors (35,000)	270,000	45,000	45,000	45,000	45,000	45,000	45,000	\$ 270,000	-
IS Repl Sched	IS	N/A	N/A	Network Routers (35,000)	24,000	-	24,000	-	-	-	-	\$ 24,000	-
IS Repl Sched	IS	N/A	N/A	City Hall Data Center Battery Backup	45,000	45,000	-	-	-	-	-	\$ 45,000	-
IS Repl Sched	IS	N/A	N/A	City Virtual Server Hosts	21,000	-	-	-	14,000	-	7,000	\$ 21,000	-
IS Repl Sched	IS	N/A	N/A	Storage Area Network	30,000	-	-	-	30,000	-	-	\$ 30,000	-
IS Repl Sched	IS	N/A	N/A	Mobile Software for CRW	14,500	14,500	-	-	-	-	-	\$ 14,500	-
IS Repl Sched	IS	N/A	N/A	Notebook Computers for Field Work	36,400	18,200	-	-	-	18,200	-	\$ 36,400	-
Subtotal Information Systems					440,900	122,700	69,000	45,000	89,000	63,200	52,000	\$ 440,900	-
Fire Eq Repl Sch	Fire	N/A	N/A	Vehicles	2,278,509	424,234	602,418	52,886	-	494,020	704,951	\$ 2,278,509	-
Fire Eq Repl Sch	Fire	N/A	N/A	Tools & Equipment	1,108,912	-	600,463	345,899	100,786	-	61,764	\$ 1,108,912	-
Subtotal Fire Equipment Capital Reserve					3,387,421	424,234	1,202,881	398,785	100,786	494,020	766,715	\$ 3,387,421	-
Eq Rental Repl Sch	PW	N/A	N/A	Vehicles/Heavy Equipment	1,346,137	-	413,427	248,499	426,381	257,830	-	\$ 1,346,137	-
Eq Rental Repl Sch	PW	N/A	N/A	Tools & Equipment	1,279,369	29,904	678,413	334,736	27,169	151,644	57,503	\$ 1,279,369	-
Subtotal Equipment Rental					2,625,506	29,904	1,091,840	583,235	453,550	409,474	57,503	\$ 2,625,506	-
Facilities	P&R	N/A	N/A	Security Camera Digital Video Recorders	20,516	20,516	-	-	-	-	-	\$ 20,516	-
Subtotal Facilities					20,516	20,516	-	-	-	-	-	\$ 20,516	-
Mun Court	MC	N/A	N/A	Electronic Document Sharing Software	75,000	75,000	-	-	-	-	-	\$ 75,000	-
Subtotal Municipal Court					75,000	75,000	-	-	-	-	-	\$ 75,000	-
City Clerk's Office	CCO	N/A	N/A	Audio/Visual Eq for Council Chamb/Courtroom	135,000	135,000	-	-	-	-	-	\$ 135,000	-
Subtotal City Clerk's Office					135,000	135,000	-	-	-	-	-	\$ 135,000	-
SUBTOTAL CIP EQUIPMENT					6,609,343	732,354	2,363,721	1,027,020	643,336	966,694	876,218	\$ 6,609,343	-
GRAND TOTAL 2012 - 2017 CIP					82,873,113	9,344,270	13,663,669	16,609,745	26,594,126	10,588,657	6,072,646	\$ 82,873,113	30,733,000

SeaTac City Council

REQUEST FOR COUNCIL ACTION

Department Prepared by: Finance and Systems

Agenda Bill #: **3385**

TITLE: A Resolution adopting the City of SeaTac 2012 – 2017 Capital Improvement Program.

November 29, 2011	
<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested:	12/13/11 RCM
Ord/Res Exhibits:	None
Review Dates:	October 21, 2011 Budget Workshop #4
Prepared By:	Brenda J. Rolph, Assistant Finance Director <i>BR</i>
Director:	<i>Joaquin Pope</i> City Attorney: <i>Mary Mirante Barolo</i>
Finance:	<i>Joaquin Pope</i> BARS #: Various Funds
City Manager:	<i>Tom Cato</i> Applicable Fund Name: Various Funds

mc
BR

SUMMARY:

The proposed Resolution adopts the City of SeaTac 2012 – 2017 Capital Improvement Program.

DISCUSSION / ANALYSIS / ISSUES:

The City of SeaTac 2012 – 2017 Capital Improvement Program (CIP) is the third comprehensive capital projects and equipment plan that has been developed by the City. The proposed 2012 – 2017 CIP was reviewed by the City Council at Budget Workshop #4 on October 21, 2011. Since that review, only one change has been made to the proposed CIP and that is the addition of electronic document sharing software for the Municipal Court in the amount of \$75,000. Justice Assistance Grant (JAG) funding in the amount of \$15,000 will be used to offset a portion of this cost. Additionally, Public Works was notified in late-November that the City was not awarded the \$1.7 million Transportation Improvement Board (TIB) grant which was included as part of the Military Road S (S 150th to S 152nd) and S 152nd Street (Military to International Boulevard) project. The draft CIP document was not modified to reflect this funding change due to the late notice and to maintain consistency with both the adopted 2012 Budget and the Capital Facilities Plan in the Comprehensive Plan. The project will either be fully funded with parking taxes and Transportation CIP fund balance or will be moved out to 2013. The City Council will have an opportunity to readdress the timing and funding for this project in early 2012.

On the expenditure side, the proposed 2012 - 2017 CIP provides for \$76.2 million in capital projects and \$6.7 million in capital equipment for a total of \$82.9 million. The CIP includes land acquisitions, planning, design, engineering and construction of transportation infrastructure (projects over \$100,000), building improvements, park improvements, economic development projects (all over \$25,000) and equipment purchases over \$5,000. In addition to these capital expenditures, the CIP includes estimates on operating expenditure impacts including salaries, benefits, supplies, utilities, etc.

On the funding side, the proposed CIP includes \$20.4 million in Federal, State and local grants, \$20.6 million in parking taxes, \$16.0 million from ending fund balance accumulations, \$14.5 million from asset sales, \$3.2 million from construction sales taxes, \$2.9 million from real estate excise taxes, \$1.8 million from Valley Ridge Park turf field rentals, and the balance (\$1.7 million) is from impact fees, interest, lease revenues, and a settlement. Additionally, \$1.8 million remains in “funding to be determined” for sidewalk related projects. The CIP also includes estimates on operating revenues impacted by the capital projects.

It is important to remember that the 2012 – 2017 CIP is a six year plan only and is subject to change. Only the first year of the CIP is adopted by the City Council in its annual budget ordinance. As additional information becomes available during the year, the budget may be amended via ordinance by the City Council.

RECOMMENDATION(S):

It is recommended that the City Council pass this Resolution adopting the City of SeaTac 2012 – 2017 Capital Improvement Program.

FISCAL IMPACT:

The proposed 2012 - 2017 Capital Improvement Program provides a listing of capital projects and equipment expenditures that total \$82,873,113 over the six year period.

ALTERNATIVE(S):

Do not pass the proposed resolution adopting the 2012 – 2017 Capital Improvement Program.

ATTACHMENTS:

Proposed 2012 - 2017 CIP by Department Summary

Proposed 2012 - 2017 CIP by Location Summary