CITY OF Vancouver WASHINGTON

CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor
Bart Hansen · Bill Turlay · Ty Stober · Linda Glover · Laurie Lebowsky · Erik Paulsen

August 19, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

Councilmember Hansen was absent from workshops

4:00-4:45 p.m. Shared Micromobility Programs

Presenters: Rebecca Kennedy, Long Range Planning Manager, 487-7896; Jennifer Campos, Principal Transportation Planner, 487-7728

Summary
City staff updated Council on Shared Micromobility Programs, provided an overview of the programs and received feedback from Council.

4:45-5:45 p.m. Washington State Department of Transportation (WSDOT) Transportation System Management & Operations

Presenter: Scott Langer, Assistant Regional Administrator for Operations and Planning, WSDOT Southwest Region

Summary
WSDOT staff provided Council with an update on the Transportation System Management & Operations Plan and updated Council on the timeline for construction to the Interstate Bridge in September, 2020.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (5:45 PM)

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present:	Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Mayor McEnerny-Ogle
Absent:	Councilmember Hansen

Motion by Councilmember Paulsen, seconded by Councilmember Turlay, and carried unanimously to excuse Councilmember Hansen.

Approval of Minutes

Minutes - August 5, 2019

Motion by Councilmember Glover, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of August 5, 2019.

Citizen Communication (Items 1-3)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-3)

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the Consent Agenda.

1. 39th St Water Main Replacement - Final Construction Acceptance (Bid#18-18)

Staff Report 111-19

Summary

Halme Excavating, Inc., of Battle Ground, Washington, installed 3,100 linear feet of 8-inch water main to replace a 108-year-old pipeline in 39th Street, from Washington Street to I-5. The utility improvements extended a new water main through major streets and high traffic areas such as the intersection of 39th Street with Main Street and across the top of the I-5 on- and off-ramps connecting 39th Street to southbound I-5. Coordination between the City's Water, Transportation, and Construction groups lead to additional pavement improvements along the 39th Street corridor at the *contracted bid prices. Halme Excavating, Inc. completed additional work to fully repave the east bound lanes of 39th Street after the utility was installed, improving driving surfaces.*

The work was satisfactorily completed in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACTOR COSTS	
	AMOUNT
Labor, Equipment, Materials	*$748,553.03*
Sales Tax	*$ 41,909.27*
Total	***$790,442.30***
Retainage	*$ 37,426.65*

The original bid amount was $737,397.26 compared to a final amount of $790,442.30, a nearly 7% increase. The increase can be attributed to additional pavement improvements which were funded by the Pavement Management Budget.

Apprenticeship utilization goals of 3% were met and exceeded by 5% for a total of 8% of the labor hours used on this project.

Request: On August 19, 2019, accept the 39th St Water Main Replacement project as constructed by Halme Excavating, Inc., of Battle Ground, Washington, and authorize release of retainage in the amount of $37,426.65, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 487-7155

Motion approved the request.

2. Approval of Webber Building 4th Lease Extension

Staff Report 112-19

Summary

Kramer-Gehlen has leased the Webber Building located at 400 Columbia Street since 2007. This building has been identified as one of the properties associated with the Waterfront Gateway Project.

In 2016 Kramer-Gehlen requested a 5-year renewal. At that time, the City anticipated the development of the Waterfront Gateway Project master plan to be near completion and therefore was only willing to commit to a 3-year term. In early 2019 the City was approached by Kramer-Gehlen regarding the status of this property and the Waterfront Gateway Project. In order for

Kramer-Gehlen to obtain a tenant to sub-lease the space, they needed to be able to commit to a minimum of 3years; therefore, they were interested in extending their current term. The current lease agreement will expire on December 31, 2020 unless extended by a 4th Lease Extension.

Upon discussion with the City's Community and Economic Development Department, it was determined that it is advisable that the City extend the lease for another two-year period, which would provide a new expiration date of December 31, 2022. This will allow Kramer-Gehlen to secure a long-term sub tenant throughout the balance of their lease term.

Request: Authorize the City Manager, or his designee, to execute the 4th Lease Extension between City of Vancouver and Kramer-Gehlen for property located at 400 E. Columbia Street.

Linda Carlson, Property Management Specialist, 487-8423

Motion approved the request.

3. **Approval of Claim Vouchers**

Request: Approve claim vouchers for August 19, 2019.

(Copy available upon request.)

Motion approved claim vouchers for August 19, 2019, in the amount of $14,323,649.56.

Public Hearings (Items 4-6)

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

4. **New CDBG Project - Lifeline Connections Women's Recovery Home**

Staff Report 113-19

A RESOLUTION relating to changes to the City’s Community Development Block Grant (CDBG) and HOME Investment Partnerships Annual Action Plan to authorize funding for Lifeline Connections Women’s Recovery Home, and providing for severability and an effective date.

Summary
Every year, the Department of Housing and Urban Development (HUD)

requires an Action Plan outlining how the City intends to allocate its annual CDBG and HOME entitlements to meet the goals and objectives of the Consolidated Plan. City Council adopted the 2019 Action Plan for the program year of July 1, 2019, to June 30, 2020, on May 6, 2019. Final HUD entitlement amounts for 2019 are $1,240,677 in CDBG funds and $646,431 in HOME funds.

Following the May 6 Council approval of the 2019 Action Plan, the City received additional CDBG resources due to program income from loan payoffs, and as a result funding in the amount $134,000 is available for an additional project. Staff is proposing to use this money to fund the highest-scoring proposal from the 2019 CDBG/HOME application cycle that did not receive an award: Lifeline Connections Women's Recovery Home. The 2019 CDBG/HOME committee has reviewed and agrees with this funding recommendation.

Lifeline Connections intends to acquire a single-family home for use as transitional housing serving women recovering from substance use disorders and co-occurring mental/behavioral health issues who are homeless or at risk of homelessness. The organization has identified a six-room property located at 3402 Kauffman Avenue in Vancouver for potential acquisition at a cost of $375,000. The purchase could be completed as early as late summer or fall of 2019.

Lifeline Connections estimates serving 24 women per year (two women per room, for an average stay of six months). The agency will use a Recovery Housing group living model paired with treatment services to help stabilize residents.

A summary sheet providing additional details about the proposed Women's Recovery Home is attached. The City has also awarded $100,000 in 2018/2019 Affordable Housing Funds to this project. Lifeline Connections will use internal resources and/or bank financing to cover the remainder of the acquisition cost.

Request: On Monday, August 19, 2019, following a public hearing, adopt a resolution authorizing the Lifeline Connections Women's Recovery Home project to be added to the Action Plan and receive CDBG funding.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Ms. Sheehan provided an overview of the project.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Glover, and carried unanimously to adopt Resolution M-4031 approving CDBG - Project - Lifeline Connections Women's Recovery Home.

5. **Multifamily Tax Exemption: Mill Plain Center Phase II**

Staff Report 114-19

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Angelo Property CO LP for property tax exemption.

Summary

The multi-family property tax exemption program in general is designed to incentivize new private multi-family development in targeted areas in the City. The program is a tool to assist cities in accommodating future population growth in designated centers, close to employment, shopping, and transit services and to encourage affordable housing where appropriate.

The applicant for development of Mill Plain Center Phase II is proposing an eight year market-rate exemption for 44 residential units. The development is a six story residential building 22,000 square feet of commercial space on the ground floor and 184 on-site structured parking spaces. The tax exemption applies only to the residential portions of the project; the non-residential portions will be subject to property tax in the usual manner.

Market rate units require an additional negotiated "public benefit" to be memorialized in a development agreement. For this project, the City negotiated inclusion of an approximately 3,500 square foot publicly accessible plaza and art installation on the ground floor of the project. In addition, the project will provide structured parking in excess of the minimum code requirement.

The multi-family tax exemption program is generally established as a "pass/fail" program (either an applicant meets the program requirements or they don't) with the exception of the market rate exemption, which provides for discretionary decision making through a negotiation of public benefit and approval of a development agreement by the City Council.

The proposed exemption request was reviewed by the City Center Redevelopment Authority (CCRA) on July 18, 2019, and they found that the proposed public amenity was sufficient to satisfy the requirement of VMC 3.22, and unanimously recommended approval of the requested tax exemption and development agreement.

The municipal code authorizes the tax exemption generally establishes as a "pass/fail" program (either an applicant meets the program requirements or they don't) with the exception of the market rate exemption, which provides *for discretionary decision making through a negotiation of public benefit and approval of a development agreement by the City Council.*

The tax impact of the project is estimated as follows:

	Total – all taxing districts	***City of Vancouver***
Net Present value of future tax revenue (20 year)*	*$3,514,000*	*$851,000*
Net present value of "foregone" tax revenue (8 years)	*($259,000)*	*($85,000)*
NET PRESENT 20 YEAR BENEFIT	*$3,255,000*	*$766,000*

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years*

The current property tax for land only is $16,806 for 2019 (all taxing districts), and is not included in the above analysis because it is not impacted by the exemption.

In addition to the above considerations, the exemption accelerates a project that will be on the tax rolls for decades beyond the end of the 8-year exemption period.

Request: Following a public hearing, adopt a resolution approving the Development Agreement and conditional tax exemption certificate for Mill Plain Center Phase II.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Peggy Sheehan, Community Development Programs Manger, Ryan Wilson, Wilson Architects, and Albert Angelo III, provided an overview of the proposed development.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to adopt Resolution M-4032 approving Multifamily Tax Exemption: Mill Plain Center Phase II.

6. **Multifamily Tax Exemption: VW 10 Apartments**

Staff Report 115-19

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with WDC CONSTRUCTION, LLC for an 8 year property tax exemption for the property located at 1660 D Street and 1655 C Street (TL 40870000, 40890000) in Vancouver, Washington.

Summary

The multi-family property tax exemption program in general is designed to incentivize new private multi-family development in targeted areas in the City. The program is a tool to assist cities in accommodating future population growth in designated centers, close to employment, shopping, and transit services and to encourage affordable housing where appropriate.

The applicant for development of VW 10 Apartments_is proposing an eight year exemption for a total of 96 residential units, 20 of which will be affordable to households earning 100% of the area median income. The development is a four story residential building with 43 surface parking spaces.

The proposed exemption request was reviewed by the City Center Redevelopment Authority (CCRA) on April 18, 2019, and they found that the project qualifies for the 8 year exemption through provision of affordable housing.

The municipal code authorizing the tax exemption generally establishes as a "pass/fail" program (either an applicant meets the program requirements or they don't) with the exception of the market rate exemption, which provides for discretionary decision making through a negotiation of public benefit and approval of a development agreement by the City Council.

The tax impact of the project is estimated as follows:

	Total – all taxing districts	***City of Vancouver***
Net Present value (20 Year) with exemption	*$1,965,000*	*$828,000*
Net present value of "foregone" tax revenue	*($475,000)*	*($156,000)*
Potential tax revenue without exemption NPV	*$1,490,000*	*$672,000*

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years*

The current property tax for land only is $7,985 for 2019 (all taxing districts), and is not included in the above analysis because it is not impacted by the exemption.

In addition to the above considerations, the exemption accelerates a project that will be on the tax rolls for decades beyond the end of the 8 year exemption period.

Request: Following a public hearing, adopt a resolution approving the Development Agreement and conditional tax exemption certificate for the VW 10 Apartments.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Ms. Sheehan provided an overview of the project.

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Lebowsky, seconded by Councilmember Glover, and carried unanimously to adopt Resolution M-4033 approving Multifamily Tax Exemption: VW 10 Apartments.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a. A Stronger Vancouver - Outreach Update

Eric Holmes, City Manager, provided City Council with an update on the Stronger Vancouver Outreach efforts and received feedback

Executive Session re: City Manager Performance Evaluation (1 hour)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 7:23 to 8:23 p.m. for the purpose of conducting the City Manager's performance evaluation. No action would be taken

At 8:18 p.m., Mayor McEnerny-Ogle announced in public session that Council would be extending the executive session for fifteen more minutes.

Council re-entered public session at 8:29 p.m. and took no further action.

Adjournment

8:29 p.m.

____
Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

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August 26, 2019

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

4:00-6:00 p.m. Charter Review Follow-Up

Presenters: Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606; Brent Boger, Assistant City Attorney, 487-8503

Summary
In follow-up to previous Council discussions related to the 2019 Charter Review process, staff provided Council with an overview of options pertaining to election-by-district and the City Charter's resign-to-run provision for Council's consideration.

6:00-6:30 p.m. Executive Session re: Labor Negotiations Strategy

Mayor McEnerny-Ogle announced Council would be entering into executive session from 6:00 to about 6:30 p.m. for the purpose of discussion labor negotiations strategy.

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m.

by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Paulsen, Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnerny-Ogle

Absent: None

Citizen Communication (Items 1-7)

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Peter Bracchi, Vancouver, spoke regarding Item 3, and requested that reference to improving and protecting water quality be added to the purpose of the agreement, as well as reporting requirements for the 20 percent of time that participants can spend outside of litter pick-up.

There being no further testimony, Mayor McEnerny-Ogle closed Citizen Communication.

Consent Agenda (Items 1-7)

Council pulled Item 2 and returned it to staff for further development.

Council requested that Items 1 and 4 be pulled from the Consent Agenda for separate discussion, as summarized below.

Motion by Councilmember Glover, seconded by Councilmember Lebowsky, and carried unanimously to approve Items 1 and 3-7 of the Consent Agenda.

1. Cascade Highlands Neighborhood Action Plan

Staff Report 116-19

A RESOLUTION of the City of Vancouver, Washington relating to neighborhood planning; accepting the revised Neighborhood Action Plan for the Cascade Highlands Neighborhood Association.

Summary

The Vancouver Comprehensive Plan states that "Vancouver is a city of neighborhoods". The plan emphasizes preserving or enhancing the unique character and function of individual neighborhoods, commercial districts and other places, which make Vancouver a special place to live. To help achieve this result, the neighborhood action planning program was started in 1994.

The Cascade Highlands Neighborhood Association was established and recognized by the Vancouver City Council in 1999. The initial neighborhood action plan was adopted by the neighborhood association and accepted by City Council in 2002. Since that time a substantial number of components of the plan were addressed or completed. Over the past year, the neighborhood association action plan committee worked together with neighbors to get input on priorities and update the plan. City staff provided feedback that was considered by the neighborhood action plan committee. The proposed plan was made available to every household in the neighborhood. The updated plan was officially approved and adopted by the Cascade Highlands Neighborhood Association at a general meeting on July 15, 2019.

Request: Adopt a resolution to accept the updated Cascade Highlands Neighborhood Action Plan.

Judi Bailey, Neighborhoods Coordinator, 487-8608

Judi Bailey, Neighborhoods Coordinator, and Jean Kent, Chair of the Cascade Highlands Neighborhood Association, were available to address Council comments.

Councilmember Stober congratulated the neighborhood on completing the process of updating its Action Plan. He noted that one item in the plan calls for grasscycling and asked for clarification as to that.

Ms. Kent explained that one neighbor had concerns that grass would be collected after it was mowed, rather than being left on the ground to encourage regrowth, which is referred to as grasscycling.

Motion adopted Resolution M-4034 and approved the request.

2. Resolution Establishing Joint Executive Board on Homelessness

Staff Report 117-19

A RESOLUTION expressing the City's support for the creation of a Joint Executive Board on Homelessness; authorizing the City Manager to sign an appropriate Charter and Continuum of Care Memorandum of Agreement for creation of such Joint Executive Board; and authorizing the appointment of a City Councilmember and appropriate City staff representation to participate in the governance of the same.

Summary

In November of 2017, in response to growing concerns with an increase in homelessness, the Community Foundation of Southwest Washington convened the funders of local homeless crisis response programs to discuss a possible reorganization of the governance structure to better coordinate allocation of funding to priority initiatives and programs that implement the County's Homeless Action Plan.

Challenges identified with the current Continuum of Care structure include: 1) it is difficult to make adjustments to system priorities; 2) representation required by US Department of Housing and Urban Development (HUD) are not memorialized in the CoC Charter; 3) elected official and high level administrators from funding agencies are not included; 4) the CoC Steering Committee's capacity is consumed by allocation of funding versus assessing the efficacy of the system and adjusting priorities; 5) there is no formal way to engage people with lived experience in decision-making; 6) there is no formal commitment by funders to allocating funds to programs that support a systemic approach to addressing homelessness.

The proposed structure would create a Joint Executive Board on Homelessness whose members will consist of the primary funders of the homelessness crisis response system, such as City of Vancouver (2 seats), Clark County (2 seats), Vancouver Housing Authority (2 seats), and Council for the Homeless (1 seat), with an option to add more members such as small cities if they commit to certain homeless program funding thresholds. An advisory member (non-voting) position would be created for the Community Foundation of SW Washington. Elected officials would no longer be appointed to the Council for the Homeless Board.

The proposed structure would reconstitute the CoC Steering Committee as a technical advisory committee to the Joint Executive Board on Homelessness with a focus on meeting HUD requirements. The currently existing workgroups would still provide information and recommendations to the Steering Committee, including: 1) a System Performance Workgroup that would focus on agency, program and system progress toward meeting outcomes, and 2) a Coordinated Assessment Workgroup that is responsible for overseeing the coordinated entry and assessment and By Name List Groups such as Veterans.

The new structure is anticipated to be created and fully operational by late fall of 2019.

Request: Adopt a resolution in support of the creation of the Joint Executive Board on Homelesness, authorizing the City Manager or designee to sign the Charter and Continuum of Care Memorandum of Agreement for creation of the Joint Executive Board, and authorizing appointment of Council and City staff representation in the governance of the board.

Chad Eiken, Community and Economic Development Director, 487-7882

Item returned to staff for further development.

3. Amendment to Local Grant Agreement for Litter Collection and Cleanup

Staff Report 118-19

Summary

For the last two and a half years, Share has provided litter pick up services to downtown Vancouver, public parks and other City property, including the Navigation Center, through its Talkin' Trash crew. The Talkin' Trash crew is limited to removing litter only within City right-of-way. The City's Navigation Center has been in operation for six months, and nearby residents and businesses have reported incidences of sharps (needles), human waste and other debris appearing on their private property (lawn, side yard) since operations commenced in November 2018. The Talkin' Trash crew could be deployed to enhance community trust and respect towards the Navigation Center and address health and safety concerns posed by specified human waste and debris, by picking up litter from private property within a defined boundary surrounding the Navigation Center.

If approved, funds to cover the disposal costs of litter collection from private property will be provided by the City of Vancouver's Solid Waste Program. Solid Waste program staff will work with Share staff and the Talkin' Trash crew to pilot this effort to address collection of items that present a public health and/or safety concern on private property to the benefit of these entities and the broader community. Based on favorable performance and an existing community need, staff proposes to extend approval to adjust the program to include private property litter collection within a designated zone.

Request: Authorize the City Manager or designee to sign the Amendment to Local Grant Agreement for Litter Collection and Cleanup in Vancouver and Exhibit A between Share and City of Vancouver for an additional five years (until December 31, 2023).

Julie Gilbertson, Solid Waste Supervisor, 487-7162

Motion approved the request.

4. Addendum to City Manager Employment Agreement

Staff Report 119-19

Summary

Council Policy 100-31A, as well as the employment agreement between the City and the City Manager, calls for an annual performance evaluation and compensation adjustment. Council conducted the evaluation during July and August 2019. Based on the evaluation, a compensation adjustment of 5.25% is reflected in the addendum.

Request: Approve the Addendum to City Manager Employment Agreement and authorize the Mayor to execute the same.

Jonathan Young, Acting City Attorney, 487-8500

Mayor McEnerny-Ogle read a statement on behalf of the Council summarizing the Council's conclusions from the City Manager's performance evaluation.

Motion approved the request.

5. Appointments to the Culture, Art and Heritage Commission

Request: Appoint Beth Harrington, Linda Reid and Kevin Weaver with terms beginning immediately and expiring December 31, 2021; Alex Gall, Lee Rafferty, Christine Richardson with terms beginning immediately and expiring December 31, 2022; Tracy Fortmann, Maureen Montague with terms beginning immediately and expiring December 31, 2023 and the appointment of Lynne Bowden as the Vancouver representative from the Clark County Arts Commission with a term beginning immediately and expiring December 31, 2023.

Motion approved the request.

6. Appointment to the Lodging Tax Advisory Committee

Request: Appoint Richard Burrows for a mid-term appointment to the Lodging Tax Advisory Committee, term beginning immediately, and expiring September 30, 2020.

Councilmembers Turlay, Stober and Lebowsky

Motion approved the request.

7. **Approval of Claim Vouchers**

Request: Approve claim vouchers for August 26, 2019.

Copy available upon request.

Motion approved claim vouchers for August 26, 2019, in the amount of $7,912,104.89.

Citizen Forum

Mayor McEnerny-Ogle opened the Citizen Forum and received the following testimony:

- Karen Grotts, Vancouver, spoke regarding her request to receive a hardship permit to live on private property in her motorhome.
- Glen Yung, Vancouver, expressed concerns about the City's public engagement process for the Stronger Vancouver initiative.
- LaRae Zawodny, representing ARTSTRA, invited the public to a fundraising event to benefit ARTSTRA's programs on August 30.
- Steve Lindeman, Vancouver, spoke regarding homelessness in Vancouver and recommended the City purchase vacant land to designate as legal camping areas and then prohibit camping in all other public areas of the city.
- Rheta Rubenstein, Ridgefield, Washington, spoke regarding the City's engagement with the Police Executive Research Forum (PERF) to evaluate the police department's use of force, and expressed her hope that PERF's evaluation includes review of police records and retention policies.
- Danielle Jokela, Vancouver, spoke regarding the City's engagement with the Police Executive Research Forum (PERF) to evaluate the police department's use of force, and requested that the City facilitate an open public forum to allow any community member to speak to the PERF representatives.
- Peter Bracchi, Vancouver, expressed concerns about wildfire dangers within Vancouver related to homeless camps, especially along the Burnt Bridge Creek trail.
- Joyce Brekke, Vancouver, spoke regarding the City's engagement with the

7:32 p.m.

Police Executive Research Forum (PERF) to evaluate the police department's use of force, and stated the department's use of force policy needs to be stronger, training needs to be enhanced, and consequences for not following the policies need to be enforced. She also requested an opportunity for the community to provide feedback to PERF.

- Rachel Weber, Vancouver, spoke regarding the Navigation and expressed concerns about any new day center sites being located in east or west Vancouver. She expressed concerns about the apparent transparency of the City and City Council.

- Stanley Crews MD, Vancouver, expressed concerns about potential changes to the City's lease with the Vanco Golf Range and the impact that could have on that business.

- Chuck Daughtry, Vancouver, expressed concerns about potential changes to the City's lease with the Vanco Golf Range and the impact that could have on that business. He requested the City extend the golf range's lease longer than one year and determine how the business might fit within the long range plan for the Heights District.

- Shareefah Hoover, Vancouver, spoke regarding the City's engagement with the Police Executive Research Forum (PERF) to evaluate the police department's use of force, and requested that the City facilitate an open public forum to allow any community member to speak to the PERF representatives.

- Lou Allemann, Vancouver, expressed concerns about potential changes to the City's lease with the Vanco Golf Range and the impact that could have on that business.

- Carmen McKibben, Vancouver, representing SW WA Communities United for Change, spoke regarding the City's engagement with the Police Executive Research Forum (PERF) to evaluate the police department's use of force, and requested that the City facilitate an open public forum to allow any community member to speak to the PERF representatives.

- Ted Pyle, Vancouver, expressed concerns regarding an ongoing code enforcement case against him.

- Chris Dickinsen, Vancouver, thanked the Council and City staff for holding the recent open houses regarding the Stronger Vancouver initiative and requested future public events be scheduled on weekends and later in the evening to allow more working people an opportunity to attend.

There being no further testimony, Mayor McEnerny-Ogle closed the Citizen Forum.

Adjournment

7:32 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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Memorandum

DATE: August 29, 2019

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner Community and Economic Development Department

Cayla Cothron, Associate Planner, Community and Economic Development

RE: September 9 workshop review of potential new zoning standards for self-storage businesses

CC: Eric Holmes, City Manager

Background

In December 2018, City Council adopted a moratorium on applications for new self-storage facilities. This decision stemmed from concerns that this use provides extremely limited employment and commercial activity, which potentially conflicts with long-range visions for economic development, placemaking, and efficient corridor development articulated in the Vancouver Strategic Plan and Comprehensive Plan. The moratorium was extended an additional six months in June 2019 and is now scheduled to expire December 17.

This memorandum summarizes staff research and recommendations for the adoption of updated standards for new self-storage facilities and would allow for lifting of the moratorium, and will be discussed at the September 9 Council workshop. Staff contacts for any questions in advance of the workshop are Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us, (360) 487-7946, and Cayla Cothron at cayla.cothron@cityofvancouver.us, (360) 487-7899.

Current Situation

With an increasing number of self-storage facility applications in the past five years, the moratorium was enacted to provide time to address concerns about self-storage impacts on efficient use of commercial and industrial land, and develop strategies that support livable 20-minute neighborhoods as envisioned in the Strategic Plan. This action by City Council was spurred by concerns that were raised through 2018 Annual Review and Development Agreement proposals about the appropriateness of allowing self-storage facilities in commercial corridors, as well as perceived conflicts with adopted goals of the Vancouver Strategic Plan and Comprehensive Plan for enhancing livability, development of commercial districts and corridors, efficient use of employment land, and job creation.

Self-storage is a thriving industry, with more self-storage facilities nationally than McDonalds.[1] According to information provided through stakeholder outreach, there are approximately 260 self-storage facilities in the Portland-Vancouver metropolitan region, one-third of which were built in recent years. Traditionally, facilities average 2 to 5 acres in size with about 50,000 square feet of rentable space.[2] As noted during the moratorium hearings, very little employment is provided by self-storage facilities, with the 2007 Snohomish County Buildable Lands Report and Employment Density Study finding approximately one employee per 20,000 square feet of building area.

Based on research and discussions with self-storage facility operators, the self-storage industry has considerations of market area, facility development and design, and location when evaluating the feasibility of this use. Customers of self-storage facilities typically live within a three-mile radius, and a facility's customer base is generally comprised of more than half private homeowners as well as a significant number of renters and private companies.[3] For larger markets, a community is considered fully served if there are between eight and ten square feet of rentable storage space per capita, a statistic further supported anecdotally by stakeholders.[4] General indicators of overbuilding include higher monthly turnover, shorter-term tenants, and decreasing occupancy rates.[5] Stakeholders reported that visibility and proximity to customers are important for the success of these businesses. To meet these needs and adapt to the rising price of land and changing preferences of the market, the development of self-storage facilities has evolved in more urban markets to include constructing multiple rather than single-story self-storage facilities, and co-locating storage with other uses.

Vancouver generally reflects these national trends. There are 30 existing self-storage businesses currently operating in the city according to assessor records, with two additional applications currently under review that were initiated before the moratorium. See Attachment A for a list and locations. These Vancouver facilities together appear to account for approximately 1.4 million square feet of building area, or approximately eight square feet per city resident, indicating a saturated market based on the informal industry-wide standard articulated above. Concerns about local market saturation were expressed by some existing self-storage businesses, with recent declines in unit occupancy rates cited as an example.

Regulatory approaches to self-storage vary. Prior to the moratorium, Vancouver permitted self-storage uses outright through administrative site plan review in the Community Commercial, General Commercial, Office Campus Industrial, and Light Industrial zones, with no other restrictions. The City of Battle Ground limits storage to the Mixed Use Employment and Light Industrial zones only. The City of Ridgefield recently updated standards to allow new self-storage facilities only when the citywide rentable space per capita dips below a saturation point of 8.32 square feet, and further

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[1] Sisson, Patrick. "In Nation of Hoarders, Self-Storage Spots Outnumber McDonald's." (April 20, 2015). *Curbed.* https://www.curbed.com/2015/4/20/9969068/in-nation-of-hoarders-self-storage-spots-outnumber-mcdonalds

[2] "12 Must-Know Self Storage Industry Statistics for 2018." (2018). *Simply Self Storage.* https://www.simplyss.com/storage-options/self-storage-statistics/

[3] Goodin, Marc. "How to Perform a Mini Demand Study on a Potential Self-Storage Site." (July 24, 2018). *Inside Self-Storage.* https://www.insideselfstorage.com/site-selection/how-perform-mini-demand-study-potential-self-storage-site

[4] Wright, Caesar. "Is Your Market Ready for New Self-Storage Development? Factors to Consider Before Buying Land." (May 20, 2013). *Inside Self-Storage.* https://www.insideselfstorage.com/construction/your-market-ready-new-self-storage-development-factors-consider-buying-land

[5] "Self Storage Introductory Guide." *Self Storage Association.* https://www.selfstorage.org/LinkClick.aspx?fileticket=AblNHWcUX9w%3D&portalid=0

regulates this use through use-specific limitations. Gresham prohibits self-storage entirely. Portland allows self-storage in most industrial districts, and as a limited use in certain commercial and industrial employment zoning districts. Portland also developed use-specific standards that apply where it is a limited use, as well as development standards and requirements related to incorporating ground floor active uses. See Attachment B for a summary of regulatory approaches from other comparable jurisdictions.

Staff Research and Preliminary Recommendation

During the moratorium, city staff has researched the self-storage industry along with local and national regulatory approaches, hosted a community open house which was attended by three local self-storage owners and operators, and received feedback from several other stakeholders. Based on this, staff suggests consideration of the following updated standards:

<u>Height.</u> In order to facilitate more employment and economic value from limited commercial and industrial lands, staff recommends requiring all new self-storage facilities to have a minimum of two-stories. Industry trends are already moving in this direction.

<u>Usage.</u> To improve appearance and compatibility with neighboring properties and to better support multi-story development, staff recommends self-storage be limited to indoor storage facilities only, with access to storage units through the interior of the building or site.

<u>Recognition of Existing Facilities.</u> Existing storage facilities should be recognized as conforming to allow for expansion of facilities within existing properties.

<u>Eligible Areas.</u> Staff has identified two potential approaches to consideration of allowed areas, a simple and restrictive approach and a more flexible approach:

Option 1: Simple/Restrictive Approach

Self-storage could continue to be allowed outright where currently permitted (the Light Industrial, Office Campus Industrial, General and Community Commercial zones) but prohibited in those General and Community Commercial areas that are within ¼ mile of transit corridors or within major commercial centers where more active and economically vibrant uses should be located. Zoning standards would need to clearly define and delineate the corridors and centers involved, but once established this approach would be relatively simple to interpret and administer. The transit corridor definition recently adopted for affordable housing purposes could potentially be used, which includes areas with transit service frequency of every 35 minutes or less. Major commercial centers identified as subareas in the Comprehensive Plan could also be used.

While this approach has advantages of simplicity, stakeholder input suggests that it is beneficial for self-storage facilities to be located within commercial areas and in close proximity to customers. Attachment C illustrates that existing self-storage facilities are primarily concentrated along eastern portions of Mill Plain and Fourth Plain Boulevards, and 162nd Avenue. Given that the Simple/Restrictive Approach would prohibit self-storage along transit corridors and that a significant portion of commercially-zoned land in the City is concentrated along these major arterial corridors, this approach would severely limit where new self-storage could locate throughout the city.

Option 2: Flexible Approach

Self-storage could continue to be allowed in the industrial and commercial zones where it is currently permitted, but also required to be part of a mixed use building or site if the facility exceeds a certain size, or if it is located near a transit corridor or major commercial center.

This approach is more difficult to interpret and administer, but better supports the City's vision for livable, 20-minute neighborhoods and vibrant business districts with diverse employment opportunities. Option 2 has advantages because it does not outright prohibit self-storage near transit corridors or major commercial centers, thus allowing for greater flexibility in locations. By regulating the appearance and uses associated with self-storage facilities, this approach would support industry trends, allow facilities to locate in proximity to customers, and permit self-storage in cases where it is combined with more active uses that provide additional employment opportunities, services, or amenities. Regulating this use to complement its surrounding context and contribute more positively to employment density aligns with goals identified in the Vancouver Strategic and Comprehensive Plans.

Conclusion

On balance, staff recommends the Flexible Approach. A suitable size threshold for requiring self-storage to be mixed with other uses could be 80,000 square feet. The industry utilizes this square footage as a reasonable target dependent on the market demand.[6] For any self-storage facility located on a transit corridor or major commercial center, mixing would be required regardless of the size of the facility. Mixing could be defined as either devoting the portions of the first floor abutting public streets to other commercial or industrial uses or co-locating other commercial or industrial uses on site with a self-storage facility, depending on whether the facility is located in a commercial or industrial zone.

Next Steps

Pending Council direction at the September 9 workshop, the Planning Commission is scheduled for workshop on September 10. Staff will develop specific code language to circulate to interested parties for additional comment, which would be reviewed first at a Planning Commission public hearing on October 8. A City Council hearing is tentatively scheduled on November 18, following a proposed first reading on November 4.

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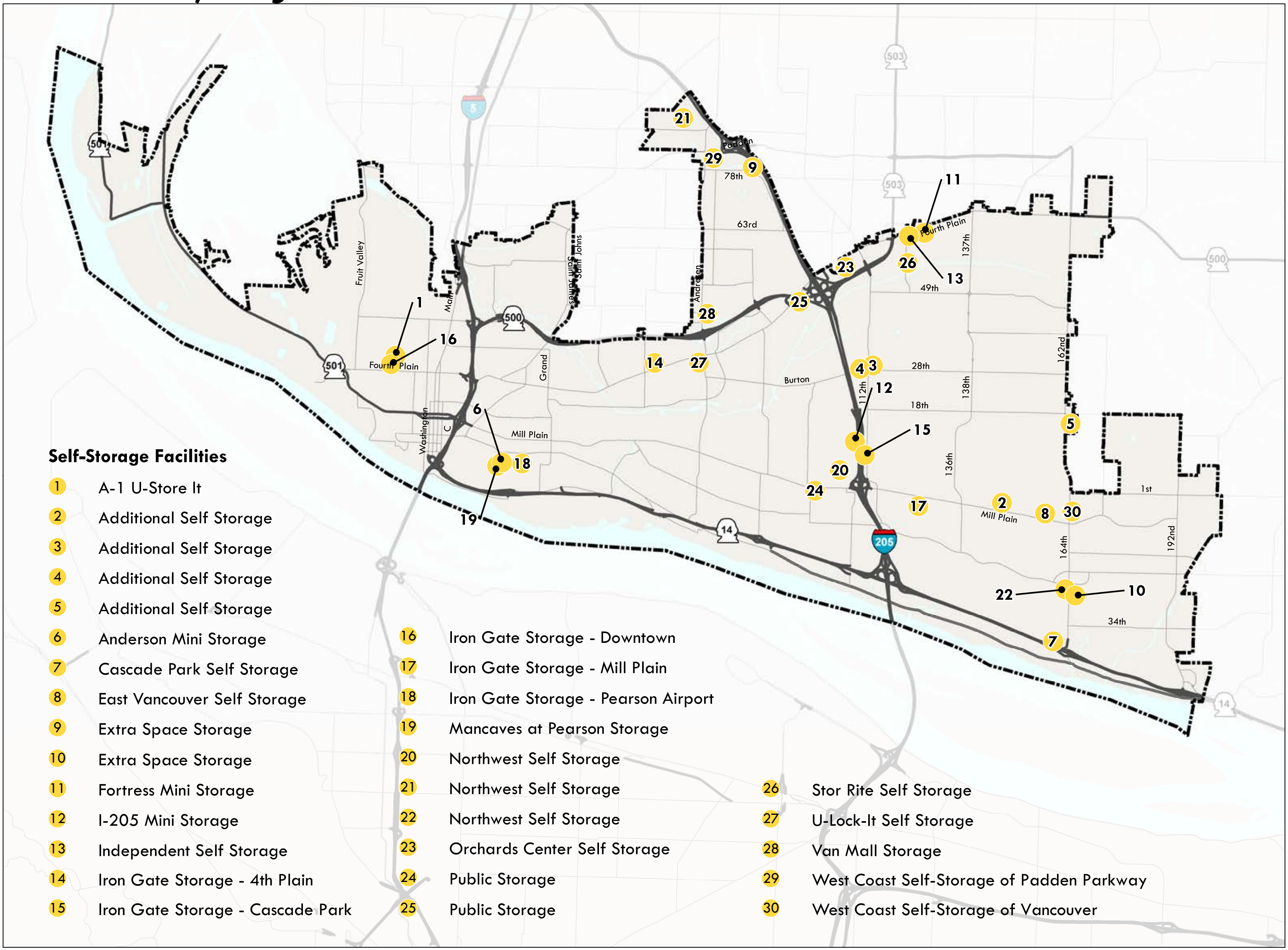
[6] Wright, Caesar. "How Will You Determine Capacity For Your Self Storage Building Project?" (January 1, 2018). *Mako Steel: The Leader in Self Storage Construction.* http://www.makosteel.com/blog/bid/76142/how-much-space-is-enough-for-your-self-storage-building-project

Attachment A: Self-Storage Facilities in Vancouver



Attachment B: Self-Storage Regulatory Comparables Table

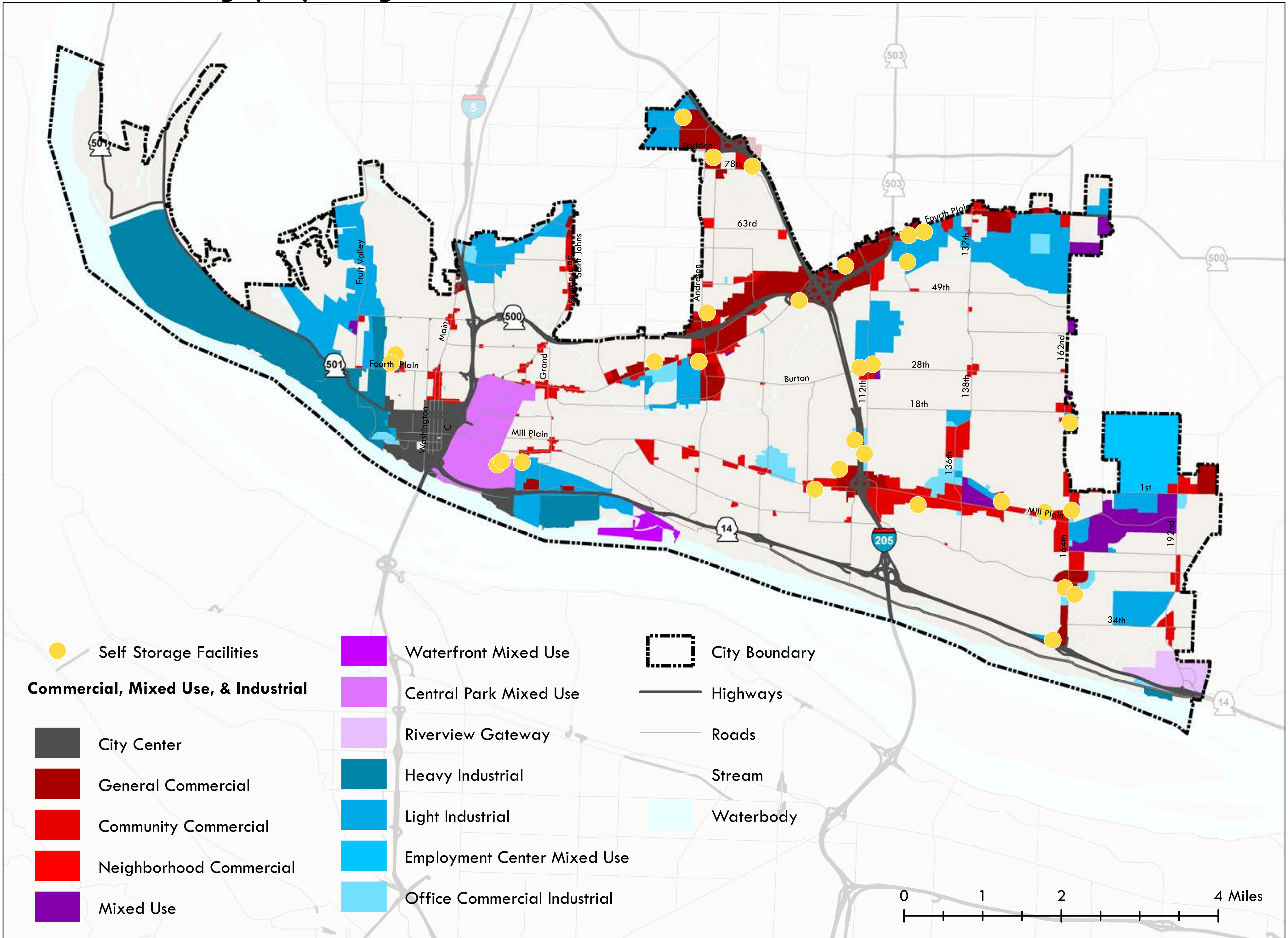
Jurisdiction	Zones				Limitations/Standards			
	Permitted Outright	Permitted w/ Limitations	Conditionally Permitted	Prohibited	Development	Design	Location	Use
Local and State Comparables								
City of Battle Ground, WA *Storage buildings and storage yards for nonhazardous raw materials and finished products are allowed only within the Mixed Use Employment and Light Industrial zoning districts. Storage is subject to any zoning district development standards, but do not have any specific use standards or requirements.*	• Mixed Use Employment • Light Industrial	-	-	• All residential zoning districts • All commercial zoning districts • Employment Campus • Mixed Use Residential	-	-	-	-
Clark County, WA *Self-storage is permitted within land use districts and is subject to development standards and requirements of the zoning district where the use is allowed.*	• Community Commercial (CC) • General Commercial (GC) • All employment districts (organized by NAICS codes) allow warehousing and storage	-	All office residential districts	• All residential land use districts • All rural commercial districts	The office residential district considers the following for all development: • Proximity to major streets and the available capacity of these streets • Availability of public water and sewer • Vehicular and pedestrian traffic circulation in the area • Proximity to commercial services • Proximity to public open space and recreation opportunities	-	-	-
City of Kenmore, WA *Self-service storage is allowed within higher-density residential zones as a conditional use, and in one subarea of its Regional Business zone. The City identifies self-service storage as part of a warehousing use. Each zone's allowable uses are subject to general development standards for the City, as well as development standards provided for each zone.*	-	-	R-12, R-18, and R-24 zones	• R-1, R-4, and R-6 residential zones • Community Business • Neighborhood Business • Downtown Commercial • Downtown Residential • Urban Corridor • Waterfront Commercial • North and west subareas of the Regional Business Zone	-	-	-	In residential zones where a conditional use, self-service storage must be accessory to an apartment development of at least 12 units, with provisions regarding gross floor area parameters and use of and activity on the property.

Jurisdiction	Zones				Limitations/Standards			
	Permitted Outright	Permitted w/ Limitations	Conditionally Permitted	Prohibited	Development	Design	Location	Use
City of Kirkland, WA *Retail establishments providing storage services are allowed within commercial and industrial zones, and prohibited within all residential and office zones. All zoning is subject to general regulations, density/ dimensions, and development standards, but certain uses are associated with additional special regulations.*	-	Permitted with no required review process: • Community Business (BC), BC1, BC2, and BCX commercial zones • LIT and PLA 6G industrial zones Permitted with a design review process: • Houghton Everest Neighborhood Center zones (HENC 1, HENC 3)	-	• All residential zones • All office zones	-	For LIT zones: If within the Rose Hill Business District (RHBD), it requires a design review process	For BC, BC 1, BC 2, HENC 1, AND HENC 3 zones: • Not permitted in BC 1 and BC 2 zones or if any portion of the property is located within 150 feet of the Cross Kirkland Corridor For LIT and PLA 6G zones: • Not permitted if any portion of the property is located within 150 feet of the Cross Kirkland Corridor	For all zones where an allowable use: May include accessory living facilities for resident security manager
City of Lynnwood, WA *Self-service storage is allowed in all industrial zones, and subject to use-specific standards where they are permitted within commercial zones. General Commercial and the Alderwood-City Center Transition Area have specific requirements to allow the use.*	• Business/Technical Park (BTP) • Light Industrial (LI)	• General Commercial (CG)	• Alderwood-City Center Transition Area (ACC)	• All residential zones • Commercial-Residential zone • Planned Regional Shopping Center zone • City Center District zone	• Permitted only within multi-story buildings that emulate multi-family or office buildings • Access • Screening • Visibility by residentially zoned property	• Requirement of a design review for all new construction and expansion of self-service storage buildings • Fences and walls • Ground and upper floor facades • Street entrance • Materials	-	For commercial zones: • Accessory uses • Hours of operation • Permitted activities • Outdoor storage prohibited • Within ACC zone, permitted as an accessory use and may occupy no more than 20% of the property's building floor area and is not permitted on the ground or street level of the multi-story building
City of Olympia, WA *Ministorage is permitted within commercial and industrial zoning districts, and prohibited in residential districts and in villages and centers. Ministorage is subject to the zoning district development standards, but do not have any specific use standards or requirements.*	• General Commercial (GC) • Downtown Business (DB) • Light Industrial/ Commercial (LI/C) • Industrial (I)	-	-	-	-	-	-	-
City of Ridgefield, WA *The City caps development of self-storage facilities at 8.32 square feet of self-storage per capita citywide. Otherwise, self-storage is a conditional use within the Employment zoning district only, and is subject to the conditional use criteria, design requirements of the underlying zone, and use-specific limitations.*	-	-	Employment	• All residential zoning districts • All commercial zoning districts • All mixed use districts • Waterfront Low Scale • Parks/Open Space • Public Facilities	• Limits development of self-storage at the threshold of 8.32 square feet per capita citywide (this figure is updated along with the Comprehensive Land Use Plan periodic updates) • Subject to conditional use criteria	• Interior access to the building or site and no unit doors may face the public right-of-way • Comply with all design requirements of the Employment zone	• Not to be located on a principle or minor arterial street or a corner where a principal or minor arterial street intersects with another road • Cannot locate adjacent to or visible from I-5	• Restrictions on permitted activities • Restrictions on what can be stored • Prohibits outdoor storage of boats, RVs, etc.

Jurisdiction	Zones				Limitations/Standards			
	Permitted Outright	Permitted w/ Limitations	Conditionally Permitted	Prohibited	Development	Design	Location	Use
City of Shoreline, WA *Self-storage facilities are a permitted nonresidential use with indexed supplemental criteria in Community Business (CB) and Mixed Business (MB) zones. The City also created locational and use restrictions and design criteria to guide the development of self-storage facilities.*	-	• Community Business (CB) • Mixed Business (MB)	-	• All residential zones • Town Center Districts (TC-1, 2, 3, & 4) • Neighborhood Business (NB)	-	• Self-storage facilities are permitted only within multistory structures • Facilities shall not exceed 130,000 gross square feet • Interior access to storage units • Screening • Fences and walls • Minimum window area • Architectural, façade, and design requirements	• Not permitted on property located on the corner of an arterial street • Not permitted in the Aurora Square Community Renewal Area • In the CB zone, allowed adjacent to Ballinger Way NE, 19th Ave NE and Bothell Way NE only	• Restrictions on permitted activities in individual storage units • Outdoor storage prohibited
City of Spokane, WA *Mini-storage is prohibited in all residential zones, and allowed with special limitations in two commercial zones, three downtown zones, and in all industrial zones. The City has special standards for mini-storage facilities, as well as complete street designations within downtown zones.*	-	• Community Business (CB) • General Commercial (GC) • Light Industrial (LI) • Heavy Industrial (HI) • Planned Industrial (PI) • Downtown General (DTG) • Downtown University (DTU) • Downtown South (DTS)	-	-	• Maximum lot size • Setbacks • Parking and internal drives • Accesses	• Requirements that apply when located adjacent to or across a right-of-way from a residentially zoned or developed property • Architectural features • Signs • Landscaping and screening	Within complete streets designations in downtown zones: • Additional Parking and Loading limitations within the downtown zones based on whether its adjacent to a Type I or Type II complete street • Must include street-level retail, office or civic uses along at least 50% of the street frontage not devoted to vehicular access areas • Requirements for minimum depth, finished ceiling height, and loading and trash	-
City of Tacoma, WA *Self-storage facilities are allowed within all industrial districts and certain commercial and mixed-use districts, and prohibited in all residential zoning districts. Self-storage is subject to residential transition standards in all zones where its a permitted use, as well as land use requirements related to pedestrian streets designations from the Comprehensive Plan.*	-	• All industrial zoning districts • General Community Commercial (C-2) • Planning Development Business District (PDB) • Community Commercial Mixed-Use (CCX) • Urban Center Mixed-Use (UCX) • Commercial Industrial Mixed-Use (CIX)	-	• All residential zoning districts • Transitional (T) • General Neighborhood Commercial (C-1) • Neighborhood Commercial Mixed-Use (NCX) • Residential Commercial Mixed-Use (RCX) • Hospital Medical Mixed-Use (HMX • Urban Residential Mixed-Use (URX) • Neighborhood Residential Mixed-Use (NRX)	-	• Where self-storage falls into the pedestrian streets designation, this use is subject to modified design requirements to improve building orientation, definition of the public realm, and pedestrian connectivity.	• Subject to residential transition standards that prohibit vehicle ingress, vehicle egress, and/or loading bay doors of self-storage uses to not face any residentially-zoned property. • As part of the pedestrian streets designation within mixed-use zoning districts, prohibited at the street level along frontages of designated core pedestrian streets.	-

Jurisdiction	Zones				Limitations/Standards			
	Permitted Outright	Permitted w/ Limitations	Conditionally Permitted	Prohibited	Development	Design	Location	Use
National Comparables								
City of Denver, CO *Within neighborhood contexts in the Form-Based Code, mini-storage is identified as a permitted use subject to zoning permit review (P-ZP), or as a permitted use with limitations and subject to zoning permit review (L-ZP). Where mini-storage is identified as L-ZP, use limitations regarding access and prohibiting mini-storage in certain zoning districts where lots are within ¼ mile of light rail stations are applied.*	• Suburban: P-ZP within commercial corridors zoning districts • Urban edge: P-ZP within commercial corridors zoning districts • Industrial: P-ZP in mixed use, light industrial, and general industrial zoning districts.	• Suburban: L-ZP within mixed use and main street zoning districts. • Urban edge: L-ZP within mixed use zoning districts. • Urban: L-ZP within mixed use zoning districts only. • General urban: L-ZP within mixed use zoning districts only. • Urban center: L-ZP within mixed use zoning districts only. • Downtown: L-ZP within downtown core, and other downtown districts.	-	-	• Within light industrial and general industrial zone districts, where the zone lot is located within ¼ mile of a rail transit station platform and where permitted with limitations, mini-storage facilities shall not have individual entrances to storage units from the exterior of the structure. • Within all mixed use, main street, and downtown zone districts where mini-storage is permitted with limitations, facilities shall not have individual entrances to storage units from the exterior of the structure.	-	Within all mixed use, main street, commercial corridor, and downtown zone districts, where the zone lot is located within ¼ miles of a rail transit station platform, mini-storage is prohibited.	Within mixed use, main street, and multiple downtown zoning districts where mini-storage is an allowable use, mini-storage is not permitted as a street level active use.
City of Portland, OR *Self-service storage is allowed in most industrial districts, as a limited use in commercial and industrial employment districts, and prohibited in all residential districts, campus institutional zones, and certain commercial and mixed-use zones. Use-specific standards apply where its identified as a limited use, as well as development standards and requirements related to ground floor active uses.*	• General Employment 1 (EG1) • General Employment 2 (EG2) • General Industrial 1 (IG1) • General Industrial 2 (IG2) • Heavy Industrial (IH)	• Commercial/Mixed Use 3 (CM3) • Commercial Employment (CE) • Central Commercial (CX) • Central Employment (EX)	-	• All residential zoning districts • Commercial Residential (CR) • Commercial/Mixed Use 1 (CMI) • Commercial/Mixed Use 2 (CM2) • All campus institutional zones	Requirements for maximum site frontage, the maximum size of storage units, internal circulation, parking, and ground floor active use standards of: Ceiling height, depth from the street-facing façade, and having a main entrance that faces the street.	Design review is required for all self-service storage uses to be located in newly constructed buildings within C and EX zones.	-	Requires ground floor active use within CM3, CE, CX, EG1, EG2, and EX zones when within 100 feet of a neighborhood corridor, civic corridor, or streetcar line; or within 100 feet of the longest street front on a site where any portion of the site is within 500 feet of a transit station. Specific ground floor uses are specified within the standards, as allowed by the base zone.
City of Rock Hill, SC *Self-storage and boat/RV storage facilities are prohibited from the municipality's nine residential districts and three commercial zones. Under these amendments, self-storage is only a conditional use or allowed by special exception subject to use standards.*	-	-	• Industry General (IG) and Industry Heavy (IH) zoning districts • Case-by-case special exceptions in Office and Institutional (OI), Limited Commercial (LI), General Commercial (GC), Community Commercial (CC), Commercial Industrial (CI), Mixed-Use Corridor (MUC), and Industry Business (IB) commercial zones	• All residential zoning districts • Neighborhood Office (NO) • Neighborhood Commercial (NC) • Downtown (DTWN)	• The type, size and scale, and external facing architectural design should be compatible with existing and planned development i.e. multi-story in urban density areas and single-story in suburban density areas. • Sites should include a minimum of frontage along collector and arterial roads, and properties with significant frontage should reserve areas for other commercial uses on the balance of the frontage.	Offices and other support functions adjacent to collector and arterial roads shall utilize glass storefronts or other similar treatments to support the scale and mixed use character of such corridors.	Cannot be located in: • Designated redevelopment corridors or other areas subject to specific area plans, unless identified as an acceptable use. • Along street fronts or major pedestrian ways in walkable, high-density commercial areas. • High-visibility locations such as at major intersections, or adjacent to tourist destinations.	No vehicle washing is allowed, unless within a designated and approved wash area.

Attachment C: Zoning of Self-Storage Facilities



Self-Storage Temporary Moratorium

September 9, 2019
Vancouver City Council Workshop

Bryan Snodgrass, Principal Planner, and
Cayla Cothron, Associate Planner, Community & Economic Development Department

Presentation Overview

1. Background and Purpose
2. Current State of the Industry
3. Self-Storage in Vancouver
4. Other Jurisdiction Regulatory Approaches
5. Stakeholder Feedback
6. Proposed Recommendations
7. Next Steps

Council Review To-date

DECEMBER 2018

Adopted a six-month moratorium on development or expansion of self-service storage in commercial and industrial zoning districts citywide

JANUARY 2019

Adopted resolution in support of 2018 ordinance

JUNE 2019

Extended moratorium for an additional six months

General Workplan

2019 Q1	• Complete inventory of existing local storage facilities • Initiate Commercial Corridors Strategy
2019 Q2	• Conduct stakeholder outreach • Identify storage industry trends, and land use regulatory approaches from comparable jurisdictions • Assess industrial lands
2019 Q3	• Draft initial recommendations
2019 Q4	• Planning Commission and City Council worksessions and public hearings

Moratorium Rationale

- Appropriateness of self-storage facilities on commercial corridors raised through 2018 Annual Review and Development Agreement proposals
- Perceived conflicts with adopted goals of the Vancouver Strategic Plan and Comprehensive Plan for:
  - Creation of livable 20-minute neighborhoods
  - Development of commercial districts and corridors
  - Efficient use of employment land
  - Job creation
- Increasing number of self-storage facility applications

Self-Storage Facility Development

1st Generation

- Traditional single-story row buildings

2nd Generation

- Row buildings
- Some multi-story facilities
- Converted older buildings

3rd Generation

- Retail locations and light commercial
- Locations near multi-family neighborhoods
- Emphasize aesthetics in construction
- Designed to blend-in

CITY OF Vancouver WASHINGTON

Single- vs. Multi-story Comparison

Public Storage on Mill Plain Boulevard

– Single-story facility
– Zoned R-22
– 2.84 acres

Single- vs. Multi-story Comparison

Extra Space Storage on SE 165th Avenue

– Primarily multi-story
– Zoned CG
– 2 acres

Self-Storage Industry Trends

- A balanced market maintains an under construction and planned pipeline of roughly 8% of existing inventory
- Larger markets are saturated at 8 – 10 square feet of rentable storage space per person
- The traditional market radius for a self-storage facility is 3 miles
- Facilities support around 1 employee per 20,000 square feet of building area

Under Construction & Planned Percent of Existing Inventory

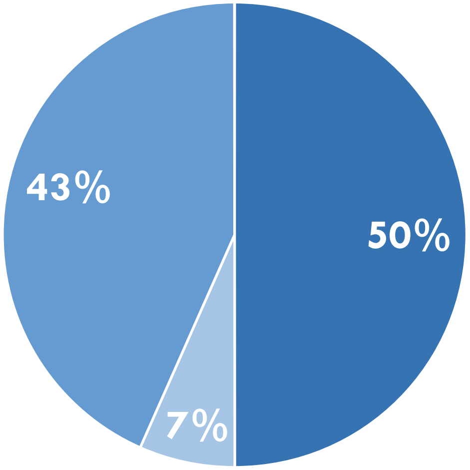
NATIONAL	PORTLAND MSA
9%	30%

Portland MSA is currently exceeding the definition of a balanced market by 22%

Self-Storage in Vancouver

There are about 30 self-storage facilities in the City (County Assessor):

- 50% are located within a commercial zoning district
- Vancouver self-storage facilities account for about 1.4 million square feet of building area, or 8 square feet per resident



CITY OF Vancouver WASHINGTON

Other Jurisdiction Regulatory Approaches

Approach	Jurisdiction
Allow primarily in industrial and commercial zoning districts	Multiple Jurisdictions
Classify as a limited or conditional use	Multiple Jurisdictions
Apply a design review process	Kirkland, WA Lynnwood, WA
Redefine self-storage to incorporate retail	Kirkland, WA
Permit only within multi-story buildings	Lynnwood, WA Shoreline, WA
Cap development at market saturation	Ridgefield, WA

Other Jurisdiction Regulatory Approaches

Approach	Jurisdiction
Limit size	Shoreline, WA
Enact design standards and requirements	Multiple Jurisdictions
Limit based on proximity to transit, major corridors, redevelopment areas, residential areas, etc.	Spokane, WA Denver, CO
Require mixing uses on the ground floor	Portland, OR
Provide general development standards and use restrictions	Multiple Jurisdictions
Regulate based on Comprehensive Plan designations or maps	Spokane, WA Tacoma, WA

Stakeholder Feedback


Extra Space Storage – Portland, OR

- The region is overbuilt with 260 self-storage facilities in the Portland MSA, with 81 built in the last year alone
- Facilities should be treated as a commercial use and regulated to fit with the context
- Vertical development is economical and spurred by high land prices

Stakeholder Feedback

- To have turnover, accessibility to the customer base is critical
- Average occupancy rates around Vancouver are decreasing at peak seasons, which is a trend reflected around the region
- Property Manager in Vancouver quoted occupancy rates are currently at 83%, down from 100% three years ago

West Coast Self-Storage Columbia City – Seattle, WA
Source: Google Photos 2019

Proposed Recommendations

Height. Require all new self-storage facilities to have a minimum of two-stories.

- *Rationale: Facilitate more employment and economic value from limited commercial and industrial lands.*

Usage. Limit self-storage to be indoor storage facilities only, with access to storage units through the interior of the building or site.

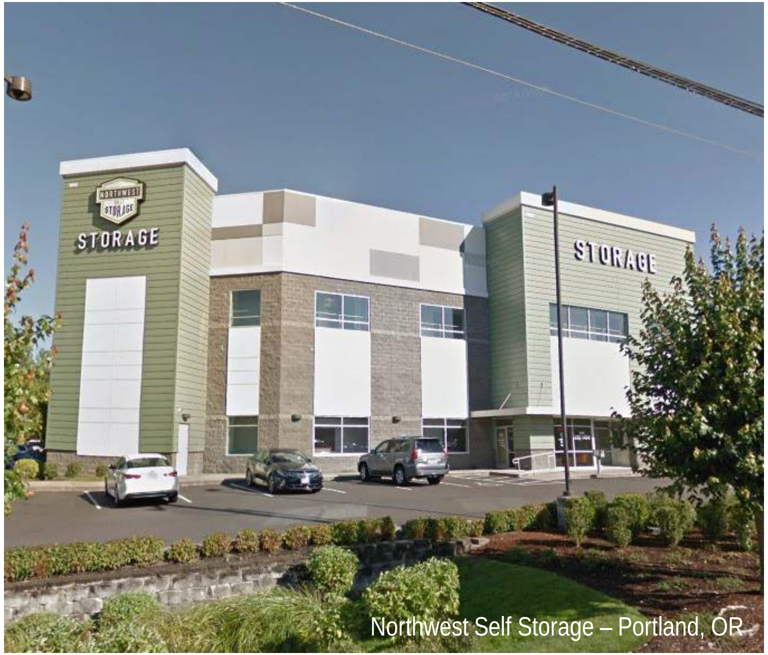
- *Rationale: Improve appearance and compatibility with neighboring properties and to better support multi-story development.*

Recognition of Existing Facilities. Existing storage facilities should be recognized as conforming to allow for expansion of facilities within existing properties.

Proposed Recommendations

Eligible Areas. Two potential approaches to consideration of allowed areas:

- Option 1: Simple/Restrictive Approach
- Option 2: Flexible Approach



Northwest Self Storage – Portland, OR

Proposed Recommendations

Option 1: Simple/Restrictive Approach

- Allow outright where currently permitted (Light Industrial, Office Campus Industrial, General and Community Commercial zones)
- Prohibit in General and Community Commercial areas within ¼ mile of transit corridors or within major commercial centers.

Advantages. Relatively simple and easy to administer.

Disadvantages. With much of the commercially-zoned land being concentrated along major arterial corridors (specifically Mill Plain, Fourth Plain, and 162nd Avenue), this approach would severely limit where self-storage could locate.

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Proposed Recommendations

Option 2: Flexible Approach (Staff Recommendation)

- Allow in industrial and commercial zones where it is already permitted.
- Require self-storage to be part of a mixed use building or site if the facility exceeds a certain size, or if it is located near a transit corridor or major commercial center.

Advantages. Better aligns with the City's vision for livable, 20-minute neighborhoods and vibrant business districts with diverse employment opportunities by supporting industry trends, allowing facilities to locate in proximity to customers, and permitting self-storage in cases where it is combined with more active uses that provide additional employment opportunities, services, or amenities.

Disadvantages. More difficult to interpret and administer.

Examples of Mixing Uses

St. Johns Storage in Portland, OR

– Incorporates several ground floor office/retail spaces

Northwest Self Storage in Portland, OR

– Incorporates ground floor commercial storefronts along a major arterial corridor

Next Steps

- Planning Commission Workshop – September 10th
- Planning Commission Public Hearing – October 8th
  - Review specific code language
- City Council First Reading – November 4th
- City Council Public Hearing – November 18th

Questions

- Bryan Snodgrass, Community & Economic Development
  bryan.snodgrass@cityofvancouver.us
- Cayla Cothron, Community & Economic Development
  cayla.cothron@cityofvancouver.us

CITY OF Vancouver WASHINGTON

Ambulance Service Performance

2018 Annual Report

51,026

calls responded to by AMR in 2018

90.98%

compliance for Priority 1 & 2 high density calls

3,666

Vancouver citizens trained in hands-only CPR by AMR

Vancouver Fire Department
Financial & Management Services Department
P.O. Box 1995 | Vancouver, WA 98668-1995
cityofvancouver.us/AmbulanceServices

CITY OF Vancouver WASHINGTON

VANCOUVER EST. 1867 FIRE DEPARTMENT

In January 2015, the City of Vancouver selected American Medical Response (AMR) to provide ambulance services within the city, as well as emergency and non-emergency transport services within the Emergency Medical Service District 2 (EMSD2) service area. In 2018, Vancouver City Council approved a five-year extension of the contract through 2024.

This was the first time that the City has contracted with a vendor directly to provide these services in more than 20 years. From 1993 to 2014, the City's ambulance services were provided through a multi-jurisdictional interlocal agreement with EMS District 2, which encompassed the cities of Vancouver, Battle Ground, La Center, Woodland and Ridgefield and the unincorporated areas of Clark County.

The fourth year of the ambulance contract has been very positive for the City, EMSD2, city residents and for AMR. In 2018, a total of 51,026 calls were handled by AMR. Of those, a little over 4,000 were routine calls, mostly involving transport of non-critical patients between hospitals and other care facilities. The remainder of the calls involved cases of varying levels of medical urgency.

One of the factors for success in 2018 was use of the same Standard Operating Procedures by both the Vancouver Fire Department and AMR. The Vancouver Fire Department has paramedics on staff who also respond to medical calls within their service area. Having direct oversight over the ambulance services contract has allowed the Vancouver Fire Department to better coordinate medical call responses with AMR, which resulted in less duplication of effort. Staff from both organizations trained together and collaborated exceptionally well on medical calls. Close collaboration and focus on patient outcome were the hallmarks of the great results achieved in 2018.

AMR has also invested in efforts to minimize employee turnover with the average employee having over seven years with the company, ensuring seasoned staff is serving residents of Vancouver and Clark County.

"I continue to be impressed with the level of collaboration and cooperation between Vancouver Fire and the contractor ambulance (AMR). The administrations of both agencies have set the tone for cooperation, and the line officers and EMT crews have worked together for the best possible patient outcomes. I have seen no instances where patient care was [adversely] affected by any inter-agency conflict; to the contrary, collaborative actions and positive outcomes are the norm. I can attest that the level of engagement by the Vancouver Fire Paramedics and EMTs has never been greater."

- Dr. Lynn Wittwer, Clark County Medical Director

The City set four major performance metrics/expectations in its contract with AMR: response time, financial stability/cost control, innovation, and public relations and community education. In total, AMR has met or exceeded these expectations in 2018.

RESPONSE TIME

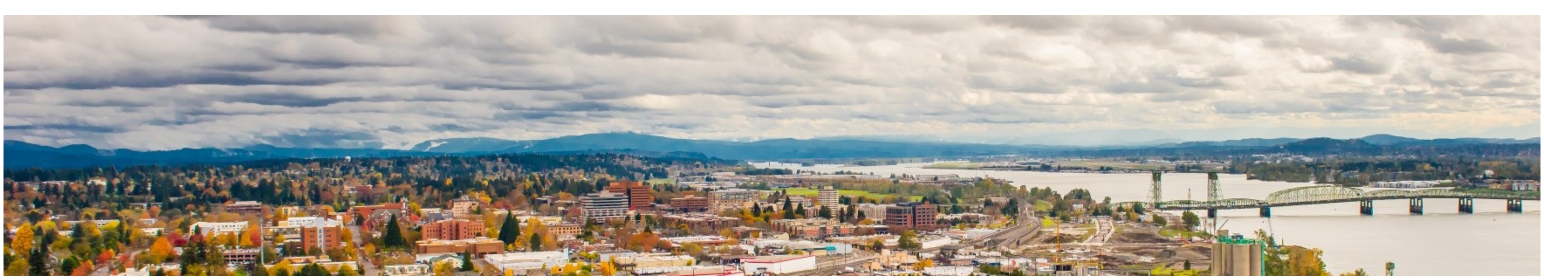
AMR exceeded response time compliance requirements for all priority calls. The most critical calls were responded to in less than 9 minutes and 59 seconds 90.98% of the time.

Call Type	Standard Response Time	2018 Actual Compliance %	Number of Calls Received in 2018
Priority 1 & 2 - High density	9:59	90.98%	17,922
Priority 1 & 2 - Low density	19:59	93.75%	1,695
Priority 3 & 4 - High density	12:59	93.18%	13,879
Priority 3 & 4 - Low density	19:59	94.56%	1,304
Priority 5 & 6 - High density	17:59	93.33%	11,082
Priority 5 & 6 - Low density	29:59	96.39%	830
Routine - EMSD2 area only - Scheduled (12-hour pre-scheduled)	≤ 15:00	89.42%	312
Routine - EMSD2 area only - Non-scheduled (≤ 12-hour pre-scheduled)	≤ 60:00	95.15%	4,002

FINANCIAL STABILITY/COST CONTROL

The fourth year of the contract with AMR continues to be financially stable and sustainable. The rate increase effective for 2018 is 3% for both patient rates and the franchise fee.

A review of the 2018 AMR billing rates is currently in progress.



INNOVATION

The mobile training vehicle is stocked with the latest equipment and training materials and has allowed AMR staff to provide the public with important hands-on training for things like hands only CPR, heart attack and stroke awareness, DUI prevention, fall prevention, bike and pedestrian safety, home safety and much more.

Several innovative programs have been implemented in Clark County, such as:

- development and testing of patient centric clinical quality assurance/quality improvement software
- PULSARA which is a stroke and STEMI (heart attack) communication tool
- CPR training by EMS agencies starting with high school age children
- availability of the Pulsepoint smartphone app that alerts users with CPR training when there is a cardiac arrest nearby

PUBLIC RELATIONS & COMMUNITY EDUCATION

A total of 8,577 Vancouver residents attended multiple clinics and classes offered by AMR to the community. A major education focus in 2018 was hands-only CPR. AMR spent 88.5 hours and trained 3,666 residents in hand-only CPR, which will likely result in saved lives in the future.

Additional community education efforts conducted in 2018 were car seat installation clinics, health fairs and safe kids Clark County coalition events, which include walk and bike to school days, injury prevention presentations, helmet fittings and more.

2019 Ambulance Contract Annual Report

September 9, 2019

Vancouver City Council Workshop

Joe Molina, Vancouver Fire Chief

Rocco Roncarati, American Medical Response (AMR)

Dr. Lynn Wittwer, Clark County Medical Program Director

Presentation Objectives

- Background
- Update Council and community on the annual results of the ambulance services agreement.
  - City’s overview of performance benchmarks
  - Clinical performance assessment
  - Provider’s perspective

Prior Council Review

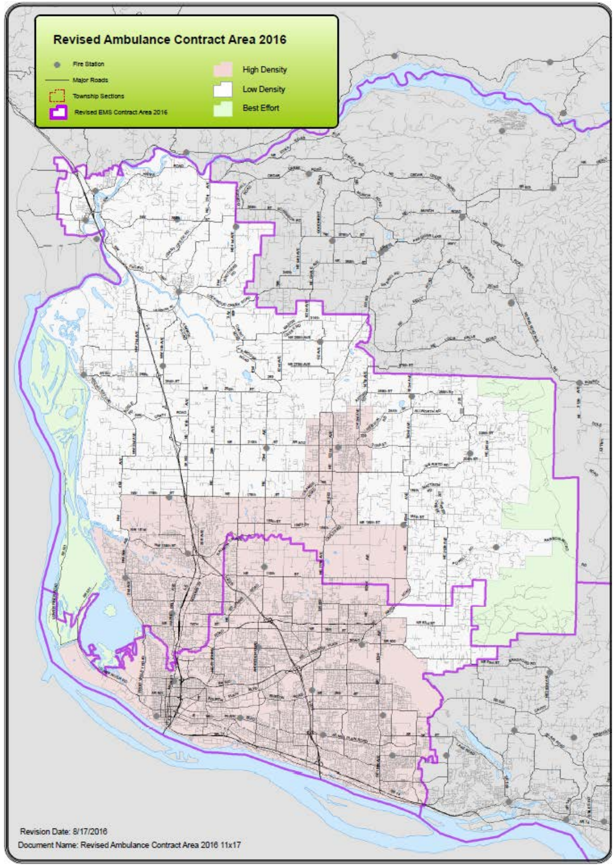
- 2013 – 2014 Council policy direction to establish an ambulance service contract reporting to the City of Vancouver
- 2015 – 2019 Initial contract term
- 2015, 2016, 2017 – Workshops on ambulance service and outcomes
- 12/17/2018 – Council approved five (5) year extension of contract with American Medical Response (AMR) through 2024

CITY OF Vancouver WASHINGTON

Presentation Overview

- Contract Service Area
- Response time performance standard
- Financial
- MPD – Clinical Performance
- Innovation
- Public Relations & Community Education

Contracted Service Area



Response Time Performance –
Contractual Compliance Requirement ≥ 90%

Alarm Type	Standard Response Time	2018 Actual Compliance %	Number of Calls Received in 2018
Priority 1 and 2 – High Density	9:59	90.98%	17,922
Priority 1 and 2 – Low Density	19:59	93.75%	1,695
Priority 3 and 4 – High Density	12:59	93.18%	13,879
Priority 3 and 4 – Low Density	19:59	94.56%	1,304
Priority 5 and 6 – High Density	17:59	93.33%	11,082
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Routine – EMSD2 Area Only – Scheduled (12 hour pre-scheduled)	≤ 15 mins	89.42%	312
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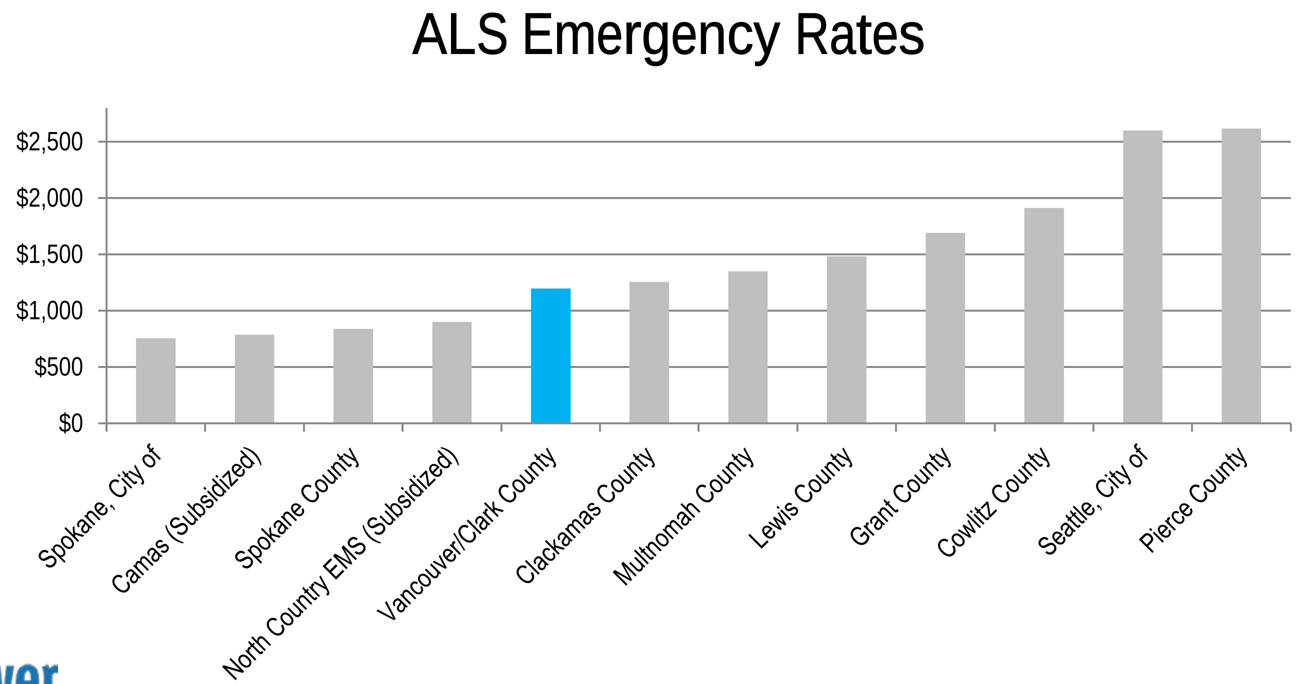
Financial Review – Rate Comparison



CITY OF Vancouver WASHINGTON

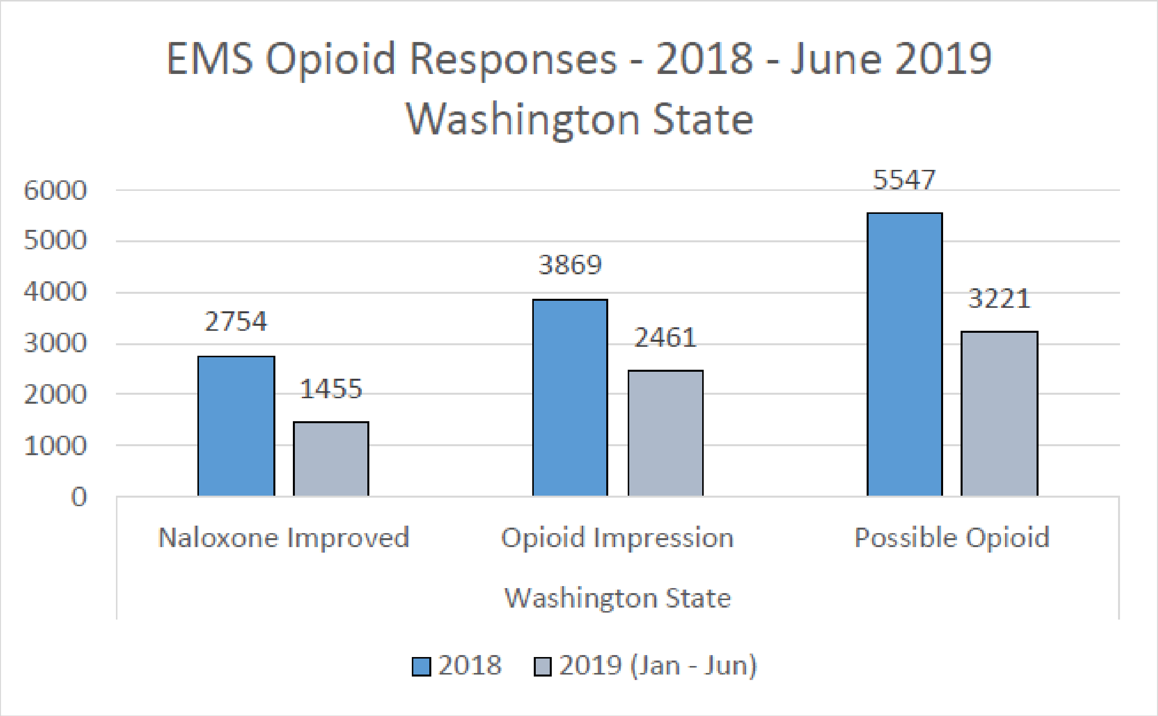
Clinical Performance Assessment – Dr. Wittwer

- Medical Program Director (MPD) – Responsibilities
  - Medical oversite for all clinical activities pertaining to the local EMS system
  - Quality improvement directed by key performance indicators
  - Continuing education directed by quality improvement

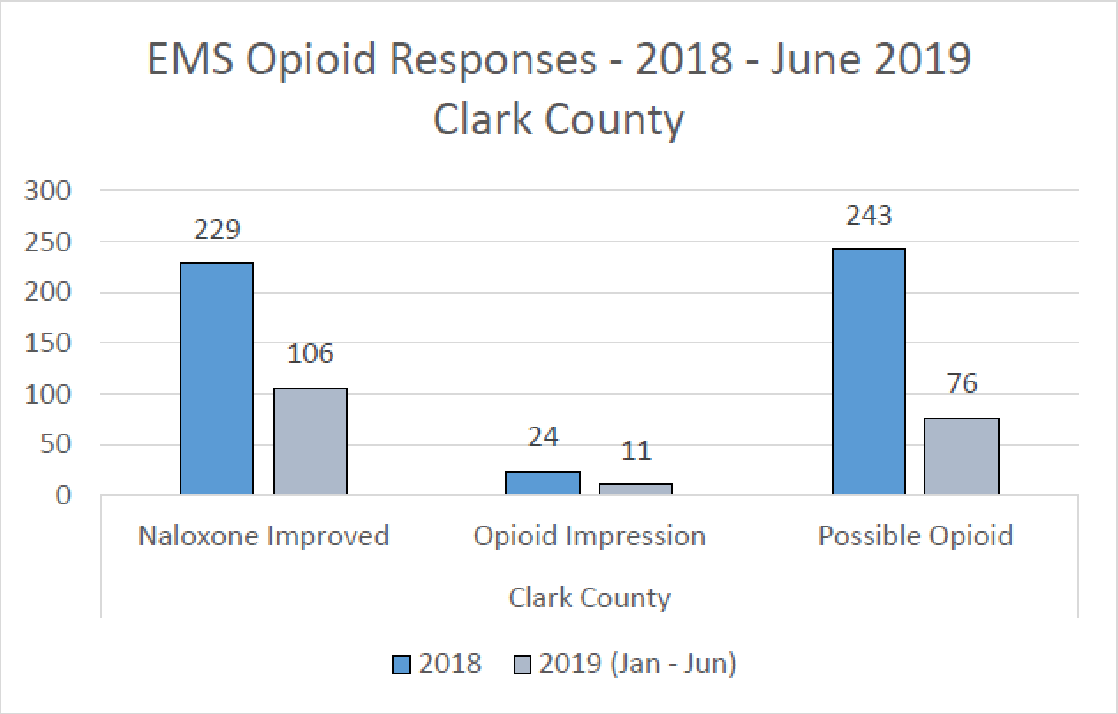
Cardiac Arrest, STEMI, Stroke

- Cardiac Arrest:
  - Overall Survival to Hospital Discharge 2018
    - 198 OHCA – Clark County - 15.7% , State - 15.5%, National - 8%
      - Utstein 42.4% (n=33)
- STEMI (Type of Heart Attack)
  - 174 EMS activated STEMI patients went to Cardiac Catheterization Lab in 2018
  - 121 EMS activated STEMI patients went to Cardiac Catheterization Lab in 2017
- Stroke
  - Door to Needle IV tPA (clot busting medication)
    - 2018– 50 mins

Opioid Issues



Opioid Issues



Innovation

- Pilot test of Mechanical Chest Compression Device (LUCAS)
- Development and testing of patient centric clinical quality assurance/quality improvement software
- Implementation of continuing education software consistent across all County agencies
- Regional and County protocols, user friendly format

Public Relations / Community Education

Topic	Attendance	Hours	County
Community Events Hands Only CPR	3,666	88.5	Clark
Health Fairs	4,158	58	Clark
Car Seat Installation Clinics	458	66	Clark
Independent Car Seat Installations	28	17	Clark
CPR/First Aid Certification Class	75	18	Clark
Safe Kids	72	11	Clark
Helmet Fittings	120	3	Clark
Total	8,577	261.5	

Next Steps

- Brief other jurisdictions within the contract service area on contract performance.
- Continue the City's approach to working closely with AMR to ensure delivery of the best results for the residents.
- Optimizing VFD and AMR response resources.
- Continue monthly monitoring of performance results.

Questions and Discussion

Joe Molina, Vancouver Fire Chief
360-487-7201
Joe.Molina@cityofvancouver.us

CITY OF Vancouver WASHINGTON

Item #1.

Staff Report 120-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/9/2019

SUBJECT Grant Project Agreement for George and Hazel Stein Neighborhood Park

Key Points

- This grant provides $235,415 in state funding toward the George and Hazel Stein Neighborhood Park acquisition project.
- The Washington State Recreation and Conservation Office (RCO) has been a significant funding source for park projects since 1968, providing a total of $10.88 million in grant funding for 40 projects throughout Vancouver. These funds allowed the City to leverage more than $12.3 million in local funds to stimulate $23.15 million in park and open space acquisition, development, and restoration city wide.
- Execution of the grant agreement allows staff to initiate the reimbursement process.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services --"20-minute neighborhoods"

Present Situation

The Stein acquisition project was completed in 2016 and approved by City Council on May 23, 2016. The property was acquired under a Waiver of Retroactivity, granted by the RCO to preserve the department’s ability to seek a grant for the acquisition of the property prior to completion of a grant agreement.

On February 26, 2018, the City Council authorized Park staff to submit a grant project application to the Recreation and Conservation Office for consideration in the biennial Washington Wildlife and Recreation Program (WWRP) for the Stein property acquisition. (Resolution M-3960)

On June 10, 2019, RCO officially informed the City that $235,415 is available from Washington Wildlife and Recreation Program (WWRP-Local Parks Parks) for acquisition reimbursement for the George and Hazel Stein Neighborhood Park properties.

Per RCO requirements, a Project Agreement must be executed to accept grant funding. The grant agreement specifies that the land is retained and managed in a manner consistent with the original intent of the grant programs by committing the site to public outdoor recreational purposes in perpetuity. The attached Agreement is consistent with standard RCO requirements and execution of the document will enable Park staff to initiate the grant reimbursement process.

Advantage(s)

1. Complies with standard document procedures, grant reimbursement, and site management requirements of the Recreation Conservation Office.
2. Reimburse the Parks Capital Fund for a total of $235,415.
3. Grant funding leverages local resources for local park projects.

Disadvantage(s)

None.

Budget Impact

Grant funding leverages local resources to provide additional revenue for local park projects. Acceptance and execution of the grant agreement will allow staff to complete the reimbursement process.

This acquisition project was completed in 2016 under a Waiver of Retroactivity to allow the land purchase prior to execution of a grant agreement. All RCO grants require a minimum of 50% match. The local grant project match requirement of $238,077 has been satisfied through a $100,000 land donation value by Mrs. Hazel Stein in combination with Park Impact Fee (PIF) District 2 funds. No additional budget allocation will be required.

Prior Council Review

On May 23, 2016, City Council authorized the acceptance of a 0.80 acre property donation from Mrs. Hazel Stein for expansion of adjoining Tanglewood Neighborhood Park, and acquisition of the attached 1.85 acres from Cheryl Lyons. The combined parcels created a 3.42-acre Neighborhood Park named after the donors. City Council also authorized Park staff to submit grant project applications to the Recreation and Conservation Office on February 26, 2018.

Action Requested

Accept and authorize the City Manager, or his designee, to execute the Grant Project Agreement for acquisition reimbursement of George and Hazel Stein Neighborhood Park.

Monica Tubberville, Senior Planner, 487-8353

ATTACHMENTS:

- Agreement

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Vancouver by and through the Vancouver Parks & Recreation Department (Sponsor, and primary Sponsor), PO Box 1995, Vancouver, WA 98668, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

This City of Vancouver will use this grant to acquire 2.7 acres to expand, and for future development of, a neighborhood park. The site is located north of Mill Plain Blvd. and east of NE 97th Avenue in an older neighborhood of the city. The primary recreational opportunity provided by this project is passive day use.

PERIOD OF PERFORMANCE

The period of performance begins on August 1, 2019 (project start date) and ends on October 31, 2020 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

PROJECT FUNDING

The total grant award provided for this project shall not exceed $235,415.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	49.72%	$235,415.00	State
Project Sponsor	50.28%	$238,077.00	
Total Project Cost	100.00%	$473,492.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 286, RCFB policies, and shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

1. Cultural Resources-Survey Required

This agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required to evaluate areas slated for future development/restoration. RCO will withhold final payment on the contract until the Sponsor provides evidence of completion. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact	RCO Contact
Monica Tubberville	Jesse Sims
Park Planner	Natural Resources Building
PO Box 1995	PO Box 40917
Vancouver, WA 98668-1995	Olympia, WA 98504-0917
monica.tubberville@cityofvancouver.us	jesse.sims@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 18-1679, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Vancouver Parks & Recreation Department

By: ______________________ **Date:** ______________________

Name (printed): ______________________

Title: ______________________

State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: ______________________ **Date:** ______________________
Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Faller **Date:** 01/01/2019
Assistant Attorney General

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Cheryl Lyons (Worksite #1, George & Hazel Stein Neighborhood Park)

Property: Hazel Stein (Worksite #1, George & Hazel Stein Neighborhood Park)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):	
Uplands	0.80
Uplands	1.90
Existing structures on site:	Structures to be demolished: storage/shop building to be removed.
Existing structures on site:	Structures to be demolished: the structure was constructed in approximately 1955 and demolished as soon as possible following acquisition. The building was in severe disrepair and the residence and outbuildings were an attractive nuisance.

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:	Out building
Buildings / structures to be demolished:	Shop/Storage building.

Environmental Audits

Fencing (Acq)

Number of linear feet of fencing to be built:	1050
Number of linear feet of fencing to be built:	500

Noxious weed control

Acres treated for noxious weeds by method:	
Mechanical	0.80
Mechanical	1.90

Signs (Acq)

Number of permanent signs that identify site and funding partners: 1

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Acquisition Closing	05/31/2016	Waiver # 16-11
X	Project Start	08/01/2019	
	Recorded Acq Documents to RCO	12/01/2019	
	Survey Complete	12/01/2019	
	Annual Project Billing Due	01/31/2020	
	Cultural Resources Complete	01/31/2020	Survey required, see special condition #1.
	Progress Report Due	02/29/2020	
	Fencing Complete	03/31/2020	
	Demolition Complete	04/30/2020	
	Funding Acknowl Sign Posted	07/01/2020	
	Noxious Weed Control Complete	07/01/2020	
	RCO Final Inspection	08/31/2020	
	Final Billing Due	09/01/2020	
	Final Report Due	09/15/2020	
	Agreement End Date	10/31/2020	

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 07/02/2019.

CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled "Recreation and Conservation Office Agreement" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect .

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federaly funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement . The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

   "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries .

D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

A. **Authority**. This Agreement and funding is made available to Sponsor through the RCO.

B. **Additional Amounts**. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .

C. **Before the Agreement**. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **After the Period of Performance**. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

1. All approved or required activities outlined in the Agreement are done;
2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents and media are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.

B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO.

C. **Fees**. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:

1. Grant program laws, rules, and applicable manuals;
2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.

5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

   Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

   This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

   1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

   2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement , the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.

B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

   1. **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

   2. **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement . The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

   3. **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.

F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.

G. **Hazardous Substances.**

   1. **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:

      a. No hazardous substances were found on the site, or

      b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."

   2. **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

   3. **Hold Harmless**. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release . The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state

government.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. **Long-Term Obligations**. Sponsor shall comply with the terms of this Agreement.

B. **Perpetuity**. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

C. **Conversion**. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

   For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

   When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance**. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

   1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

   2. In a reasonably safe condition for the project's intended use;

   3. Throughout its estimated useful service life so as to prevent undue deterioration;

   4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public**. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

   1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

   2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

   3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;

B. Code of federal regulations;

C. Terms and conditions of a grant award to the state from the federal government;

D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;

E. State law (constitution, statute);

F. Washington Administrative Code;

G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement , or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. **For Cause.**

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

    a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

    b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

    c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement , withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.

C. **Rights of Remedies of the RCO.**

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the director , after any portion of the grant amount has been paid to the Sponsor under this Agreement , the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.

Item #2.

Staff Report 121-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/9/2019

SUBJECT Park Service Area Overlays

Key Points

- City Code (VMC Section 20.915.030) allows the establishment of overlay service areas for system improvements 'designed to serve geographic areas whose boundaries are not generally contiguous with established service areas' for transportation, schools and parks. However, this provision is currently only used by the Transportation Impact Fee program.

- Park service coverage gaps are scattered throughout the City of Vancouver and adjoining jurisdictions, but are notably concentrated along common jurisdictional boundaries with unincorporated Clark County and the City of Camas where there are limited opportunities for park system expansion.

- Current VMC regulations are unclear regarding the use of park impact fees outside of established park districts or outside city limits.

- Proposed amendments expand opportunities by allowing the Parks Department to use impact fees for parks outside of a designated park district, including outside City boundaries, as long as the park is located in close proximity to the district, such that it serves residents within the district.

- Proposed amendments also recognize that service areas have portions that overlap, serving residents in more than one Park Impact Fee District boundary.

- The Proposed amendments are consistent with the intent of the PIF program, which is to equitably serve all residents.

- The Cross-Boundary Service Area Agreement accompanies the proposed amendments, and supports partnerships with the City of Camas and Clark County, when feasible, to serve the community's best interest through cooperative planning, pursuit of grants and other supplemental funding, and leveraging of available funds for the acquisition and development of public parks.

- The Vancouver Planning Commission, Vancouver Parks and Recreation Advisory Commission (PRAC), Clark County Parks Advisory Board (PAB), and the Camas Parks and Recreation Commission (PRC) have all forwarded recommendations of support to their respective elected officials regarding the proposed amendments and agreement.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services 20-minute neighborhoods.

Goal 7: Build on our status as the largest city on the Columbia River by strengthening connections to the river and the waterfront.

Goal 9: Build the strongest, most resilient economy in the region.

Goal 10: Use our influence to support community partners actions, projects and initiatives that improve our community's livability and prosperity.

Present Situation

The proposed amendments include two components to allow the use of PIF funding outside city limits when reasonable alternatives are not available within city jurisdiction, and using PIF funds across PIF district boundaries when capital projects serve more than one district.

First, City Code (VMC Section 20.915.030) already includes a provision authorizing the establishment of Overlay Service Areas for system improvements supported under the impact fee programs for transportation, schools and parks. However, proposed amendments provide further clarification so that Overlay Service Areas may be established for park system improvements identified in the capital facilities plan, may serve more than one established service area (park district in the case of PIF), or where designed to serve the established park districts, but located partly or entirely outside of city limits or the Vancouver Urban Growth Area. VMC 20.915.050 (A.2) also includes a typo correction and deletion of ‘overlays’ for clarification, as overlays would not have a separate average cost variable in the PIF formula.

Second, proposed amendments to the PIF Technical Document, which provides the framework and details of the Park Impact Fee program, establish the Park Overlay Service Areas. Amendments to the document would include a map of the Park Overlay Service Area strategically located to align with the capital facilities plan and include detailed criteria to guide use of the overlays.

Additionally, an interagency agreement (Cross-Boundary Overlay Service-Area Agreement) with the City of Camas and Clark County is designed to meet the recreational demand for parks, trails, and open space along common boundaries for the mutual benefit of residents, regardless of jurisdiction, but with a prerequisite that it is in the best interest of city residents. If executed, all parties would commit to consider establishing similar joint overlay areas through an addendum to their applicable governing documents. Similarly, all parties would consider amendments to their respective capital facilities plans, as needed, to identify potential park projects within the Park Overlay Service Areas. Should the parties elect to jointly fund acquisition, development, and/or maintenance and operation efforts, the parties may elect to execute a more detailed and binding project-specific agreement.

The Cross-Boundary Overlay Service Area Agreement is founded in the long-term good will of working together for the best interest of the general public, regardless of jurisdiction. Examples of joint-agency agreements for planning and resource leveraging across jurisdictional lines with other types of public infrastructure and services include utilities, fire district coverage and transportation project services, as well as regional trail and park project planning and funding. These agreements and programs further demonstrate the historical trust and efficiency of project/program agreements with the common goal to efficiently serve the general public.

Proposed amendment/implementation components:

- VMC Section 20.915.030
  - Create Park Overlay Service Areas (VMC Section 20.915.030)
  - Clarifies option to serve more than one district, or outside city limits

- VMC Section 20.915.050 (A.2)
  - Clarifications on average cost per acre calculation

- PIF Tech Document Amendments
  - Map of Overlay Service Areas
  - Criteria and implementation guidelines
  - Background updates and clarifications throughout

- Cross-Boundary Overlay Service Area Agreement between the City of Vancouver, the City of Camas, and Clark County

Advantage(s)

1. Establishes options to serve the recreational needs of otherwise unserved areas along the outer edges of City jurisdiction where there are limited opportunities for park system expansion.

2. Encourages partnerships with adjoining jurisdictions, when feasible, to coordinate planning, leverage resources and maximize cost efficiencies.

3. The proposed amendments allow for additional opportunities to commit PIF resources in order to meet statutory concurrency requirements.

4. Proposed actions are consistent with the GMA, the Vancouver Parks and Recreation and Natural Areas Plan, the Vancouver Strategic Plan, the intent of the PIF Technical Document, consistent with prior use of PIF outside city limits and outside park districts, consistent with other interjurisdictional agreements to maximize partnerships, and supports the public interest to provide equitable access to parks and opens space in areas that are currently

underserved.

Disadvantage(s)

None.

Budget Impact

Approval of the proposed text amendments and acceptance and execution of the Cross-Boundary Overlay Service Area Agreement will allow staff to act on potential projects to commit PIF funds.

Prior Council Review

On March 18, 2019 a work session was held to discuss proposed amendments to the PIF program including the Park Overlay Service Areas.

Council was provided a memo in advance of this current action outlining the proposed amendments.

Action Requested

On September 9, 2019, approve the ordinance amending VMC 20.915.030 (Impact Fees/Establishment of Development Service Areas), VMC 20.915.050(A.2) (Park Impact Fee), and the PIF Technical Document on the first reading, setting a date of second reading and public hearing for Monday, September 16, 2019.

Monica Tubberville, Senior Planner, 487-8353

ATTACHMENTS:

- VMC 20.915 Final Draft
- PIF Technical Document
- Cross-Boundary Service Area Overlay Agreement
- Ordinance

Chapter 20.915
IMPACT FEES

Sections:

20.915.010 Purpose.

Reasons for impact fees. It is the purpose of this Chapter to ensure that adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth. In addition, it is also the purpose of this Chapter to ensure that impact fees are imposed through established procedures and criteria so that specific developments do not pay arbitrary fees or duplicate fees for the same impact.

(Ord. M-3643, 2004)

20.915.020 Applicability.

A. *Uniform applicability.* This Chapter shall be uniformly applicable to development that occurs within a designated service area or overlay service areas.

B. For pre-development permit issuance. No building permit shall be issued for a development in a designated service area or overlay service area as defined in this Chapter unless the impact fee is calculated and imposed pursuant to this Chapter.

C. For various types of development. For single-family and duplex residential subdivisions and short subdivisions hereinafter approved, the per-lot impact fee shall be calculated at the time of preliminary subdivision- plat or short subdivision plat approval, noted on the face of the final plat, and imposed on a per-lot basis at the time of building permit application. For new multi-family and nonresidential development hereafter approved, the impact fee shall be calculated at the time of site plan approval or building permit application if the proposed development is not sufficiently defined to permit such calculation. Notwithstanding the foregoing, the fee shall be re-calculated for building permit applications filed more than three years following the date of the applicable preliminary subdivision plat, preliminary short subdivision plat or site plan approval.

D. For preliminary plats. For development not necessitating or having been previously granted preliminary subdivision plat, preliminary short subdivision plat or site plan approval, the impact fee shall be calculated and imposed at the time of building permit application.

E. For development not requiring a building permit. For development not requiring a building permit, the impact fee shall be calculated and imposed at the time of site plan approval.

F. For manufactured home parks. For manufactured home parks, the impact fee shall be calculated and imposed at the time of site plan approval. (Ord. M-3643, 2004)

20.915.030 Establishment of Development Service Areas.

A. *General.* Service areas, which may vary by type of public facility, are established as shown on the Park Impact Fee Technical Document and Vancouver Transportation Impact Fees Program Technical Document, which are incorporated herein by reference.

B. *Service areas and fees.* Such areas will provide a nexus between those paying the fees and receiving the benefits to ensure that those developments paying impact fees receive substantial benefits.

C. *Establishment of overlay service areas.* Overlay service areas may be established for ~~identified~~ system improvements identified in the Capital Facilities Plan which are:

1. D~~d~~esigned to serve geographic areas whose boundaries are not generally contiguous with established service areas, or

2. Designed to serve more than one established service area, or

~~1.~~3. Where a system improvement is designed to serve an established service area, or service areas, but is located partly or entirely outside of the city or urban growth area, and provides a substantial benefit to the assigned service area. Properties within this type of overlay service area are not subject to City impact fees to the extent those properties are outside the City.

D. *Factors affecting service areas.* Additional or revised service areas may be designated by the City Council upon consideration of the following factors:

1. The Comprehensive Plan;

2. Standards for adequate public facilities incorporated in the capital facilities plan;

3. The projections for full development as permitted by land use ordinances and timing of development;

4. The need for and cost of un-programmed capital improvements necessary to support projected development; and

5. Such other factors as the City Council may deem relevant.

E. *Service areas and urban growth boundaries.* Service areas adjoining an urban growth boundary shall automatically be adjusted to conform to any change in such boundary.

(Ord. M-4181 § 1, 2016; Ord. M-4107 § 2, 2014; Ord. M-3933 § 3, 2009; Ord. M-3643, 2004)

20.915.040 Traffic Impact Fee.

A. *Formula.* The impact fee component for roads shall be calculated using the following formula:

TIF = FxTxA

1. "TIF" means the traffic impact component of the total development impact fee.

2. "F" means the traffic impact fee rate per vehicle trip in dollar amounts, for each service area. Such rate shall be established in the Traffic Impact Fee Program Technical Document, incorporated herein by this reference, for each service area by estimating the cost of anticipated growth-related roadway projects divided by the projected number of growth-related trips within that service area. Between major program updates, the calculated per trip fee will be adjusted annually to account for inflation using the Engineering News Record Construction Cost Index for Seattle, and as outlined in the Traffic Impact Fee Program Technical Document.

3. "T" means the trips generated by a proposed development and calculated according to the Traffic Impact Fee Program Technical Document. The calculation of “T” described in the Traffic Impact Fee Program Technical Document includes, for some retail commercial land uses, a “business enhancement factor (BEF)” adjustment. Refer to the Traffic Impact Fee Program Technical Document for land uses eligible for the BEF. In the absence of a land use code precisely fitting the development proposal, the director of public works or designee shall select the most similar code and may make appropriate adjustments to the trip equation applicable thereto. In selecting the appropriate land use code and in making adjustments thereto, the Review

Authority shall be guided by the most recent edition of the Trip Generation Manual, Institute of Transportation Engineers.

4. "A" means an adjustment for the portion of anticipated additional tax revenues resulting from a development which is prorated to system improvements contained in the capital facilities plan. Such adjustment for traffic impacts is determined to be 15%, so that "A" equals 85%.

(Ord. M-4107 § 3, 2014; Ord. M-3643, 2004)

20.915.050 Park Impact Fee.

A. *Formula for parks and natural areas.* The impact fee component for parks and natural areas shall be calculated using the following formula as further defined in the Park Impact Fee Technical Document adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B:

$$\text{PIF} = (\text{Acquisition Cost} + \text{Development Cost}) \times \text{Cost Adjustment Factor}$$

$$\text{PIF} = \left[\left[\frac{(Ca \times Ia \times Sa)}{P} + \frac{(Cd \times Id \times Sd)}{P} \right] \times U \right] \times A$$

1. "PIF" means the park, and natural areas component of the total development impact fee.

2.

a. "Ca" means the average cost per acre for land ~~acquistion~~acquisition for each service area ~~or overlay area~~ as described in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan and Park Impact Fee Technical Document for neighborhood parks, community parks and urban natural areas and adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

b. “~~"~~Cd" means the average cost per acre for site development. Development cost shall be calculated assuming development standards described in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan for neighborhood and community parks, and adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

3.

a. "Ia" means the percentage annual inflation/deflation adjustment index applicable to the acquisition component, as outlined in the Park Impact Program Technical Document and annually determined by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

b. "Id" means the percentage annual inflation/deflation adjustment index applicable to the development component as outlined in the Park Impact Fee Technical Document and annually determined by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

4.

a. "Sa" means the parks acquisition standard in acres per thousand residents for neighborhood parks, community parks and urban natural areas as established in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan.

b. “Sd” means the parks development standard in acres per thousand residents for neighborhood and community parks as established in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan.

5. "P" means one thousand (1,000).

6. "U" means the average number of occupants per single-family/duplex dwelling unit or per other multi-family dwelling unit, based on the most current applicable statistical census data (US Census Bureau or Washington State Office of Financial Management census data for persons per dwelling unit), and as adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

7. "A" means an adjustment to the cost of park facilities for past or future payments made or reasonably anticipated to be made by new development to pay for park system improvements in the form of user fees, debt service payments, or other payments earmarked for or proratable to park system improvements as outlined in the Park Impact Fee Technical Document.

B. Community and Economic Development shall maintain a schedule of current park impact fee rates.

C. At least one copy of the Park Impact Fee Technical Document adopted by the City Council including the current park impact fee schedule as calculated there under, shall be filed in the Office of the City Clerk for use and examination by the public.

(Ord. M-4181 § 2, 2016; Ord. M-3933 § 4, 2009; Ord. M-3663 § 22, 2004; Ord. M-3653 §§ 3, 5, 2004; Ord. M-3643, 2004)

20.915.060 School Impact Fee.

A. *Plan adoption.* In order for the city to collect School Impact Fees on behalf of a school district, said school district's capital facilities plan shall be adopted as a portion of the City of Vancouver's Comprehensive Plan in accordance with the provisions of this section.

B. *Plan submittal.* In conjunction with mandated Comprehensive Plan updates, a school district requesting impact fees shall submit to the City Planning Commission a capital facilities plan adopted by the school board and consisting of the following elements:

1. A standard of service which identifies the program year, class size by grade span, number of classrooms, types of facilities, and other factors identified by the school district.

2. The district's capacity over the next six years based upon an inventory of the district's facilities either existing or under construction and the district's standard of service.

3. A forecast of future needs for school facilities based upon the district's enrollment projections.

4. At least a six-year financing plan component, updated as necessary to maintain at least a six-year forecast period, for financing needed school facilities within projected funding levels.

5. Application of the formula set out in Section 20.915.060(F) VMC based upon information contained in the capital facilities plan. Separate fees shall be calculated for single-family and multi-family types of dwelling units, based upon the student generation rates determined by the district for each type of dwelling unit. If insufficient information is available for a district to calculate a multi-family student generation rate, a county-wide average shall be utilized. For purposes of this chapter, manufactured homes and each unit of a duplex shall be treated as single-family dwellings.

C. *Planning Commission review.* The Planning Commission shall review a school district's capital facilities plan or plan update in accordance with the provisions of this Subsection.

1. *Factors.* The Planning Commission shall consider:

    a. Whether the district's forecasting system for enrollment projections appears reasonable and reliable;

    b. Whether the anticipated level of state and voter-approved funding appears reasonable and historically reliable;

    c. Whether the district appropriately applied the formula set out in Section 20.915.060(F) VMC.

2. *Public hearing.* In the event the district or the Planning Commission on its own motion proposes to modify the school impact fee, the Planning Commission shall not make its recommendation until holding a duly advertised public hearing on the proposal.

3. *Recommendation.* The Planning Commission may request a school district to review and to re-submit its capital facilities plan or update consistent with the provisions of this section. The Planning Commission shall submit an annual report to the board for each school district for which school impact fees are collected.

D. *Council action.* No new or revised school impact fees shall be effective until adopted by the council following a duly advertised public hearing to consider the school district's capital facilities plan or plan update.

E. *Inter-local agreement.* School Impact Fees shall not become effective until the school district has entered into an inter-local agreement provided for in Section 20.915.100 VMC.

F. *Formula.* The impact fee component for schools shall be separately calculated for each participating school district using the following formula:

SIF={(CSxSF)-(SM)-(TC)-(FC)}xA

1. SIF means the school component of the total development impact fee.

2. CS means the cost of the improvements for each type of facility listed in the school district's capital facilities plan less the cost to cure existing overcapacity divided by the capacity of the improvement. Type of facility means elementary school, middle school and high school. The development cost by service area is shown in Table 20.915.060-1.

3. *SF means student factor.* The student factor is the number of students typically generated from one residential unit for each type of school facility.

4. *SM means state match.* State match is the amount received from the state toward school construction costs. The state match component of the formula is that amount representing the per student amount of state matching funds. This is calculated for each type of facility as: student factor times Boeckh Index (average annual construction cost of a school facility per square foot) times square-foot standard per student established by the Superintendent of Public Instruction times state match percentage (that percentage of the total cost of a school facility funded by state funds). The state match for each school district shall be calculated annually.

5. *TC means tax credit.* This is calculated as:

$$TC = \frac{(1+i)^{10} - 1}{i(1+i)^{10}} x(AAV) x(SFTL)$$

a. AAV means the average assessed value for the dwelling per single family unit.

b. SPTL means the current school district capital property tax levy rate.

c. i means the current interest rate as stated in the Bond Buyer Twenty Bond General Obligation Bond index.

6. *FC means facilities credit.* This is the value of any improvements listed in a school district's capital facilities plan provided by the developer.

7. A means an adjustment for the portion of anticipated additional tax revenues resulting from a development that is prorated to system improvements contained in the capital facilities plan. The adjustment for school impacts is determined to be 85%.

Table 20.915.060-1 School District Impact Fees

School District	Single-Family	Multi-Family
Battle Ground	$6,397	$2,285
Camas	$5,371	$5,371
Evergreen	$6,100	$7,641
Vancouver	$2,880.75	$2,381.93

(Ord. M-4223 § 4, 2017; Ord. M-4147 § 4, 2015; Ord. M-3959 § 45, 2010; Ord. M-3952 § 1, 2010; Ord. M-3951 § 1, 2010; Ord. M-3909 § 1, 2008; Ord. M-3854 § 1, 2007; Ord. M-3785 § 2, 2006; Ord. M-3736 § 1, 2006; Ord. M-3730 § 34, 2005; Ord. M-3663 § 23, 2004; Ord. M-3653 § 2, 2004; Ord. M-3643, 2004)

20.915.070 Calculation of Impact Fee.

A. For residential and nonresidential development. The impact fee for a nonresidential development shall be computed by applying the traffic impact fee formula set out in Section 20.915.040 VMC. The impact fee for a residential development shall be computed by applying the traffic impact fee, park impact fee and school impact fee formulae set out in Sections 20.915.050 VMC and 20.915.060 VMC, combining the results, provided that the school impact fee component shall not apply to housing which by restrictive covenant is exclusively for persons sixty-two years of age or older.

B. For mixed uses. If the development for which approval is sought contains a mix of uses, the impact fee must be separately calculated for each type of use.

C. *Criteria to reduce or eliminate impact fees.* The development approval authority setting the impact fee, upon application by the developer supported by studies and data, may reduce or eliminate such fee if it is shown that:

1. The formulae contained in Sections 20.915.040, 20.915.050 or 20.915.060 VMC do not accurately reflect traffic, park, or school impacts, respectively; or

2. Due to unusual circumstances:

   a. Facility improvements identified for the applicable service area are not reasonably related to the proposed development; or

   b. Such facility improvements will not reasonably benefit the proposed development.

3. The current development proposal implements a concomitant rezone agreement, development agreement or other development approval pursuant to which public facilities identified in the capital facilities plan were dedicated or constructed, and which are of benefit to the community at large and which fall within the definition of system improvements.

D. *Request for impact fee determination.* Prior to making an application for a building permit, an applicant upon payment of the applicable fee may request an impact fee determination from either the Parks or Public Works department, which determination shall be based upon information supplied by the applicant sufficient to permit calculation of the impact fee. The impact fee determination shall be binding upon the city for a period of one (1) year unless there is a material change in the development proposal, the capital facilities plan or this chapter.

E. *Impact fee collection.* Except as provided for in Section 20.915.075, the impact fee imposed under this chapter shall be due and payable at the time of issuance of a building permit, or final site plan approval when no building permit is required for the development.

(Ord. M-4172 § 1, 2016; Ord. M-4107 § 5, 2014; Ord. M-3643, 2004)

20.915.075 Additional provisions for Deferral of Impact fees for Single-Family Housing.

A. Prior to issuance of single-family detached or attached residential building permits, an application may be submitted for deferral of payment of full impact fees until scheduling of final building inspection by the City. For these purposes “attached single-family” shall be limited to common-wall housing with no more than one unit per legal lot.

B. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral. “Applicant” as defined in this section shall include an entity that controls the applicant, that is controlled by the applicant, or is under common control with the applicant.

C. An impact fee deferral application must be submitted for each parcel to be developed. This application shall include:

1. Administrative fees as specified under VMC 20.180.

2. A locally recorded impact fee deferral lien against the property involved, granted to the City of Vancouver in the amount of the deferral. The deed shall be signed by all owners of the property, with signatures acknowledged as required for a deed. The deed shall be binding on all successors, and subordinate to one mortgage for construction of the property granted by the impact fee deferral applicant.

3. The deferral period shall not exceed a period of 18 months from issuance of the building permit, at which time any deferred impact fees shall be due.

4. Upon receipt of all deferred impact fees, the City of Vancouver shall execute release of the lien for the property. The property owner at that time shall be responsible for recording the release, at their expense.

5. The City of Vancouver may institute foreclosure proceedings for unpaid impact fees due. For unpaid School Impact Fees, School Districts may also institute foreclosure proceedings if the City of Vancouver has not done so within 45 days after receiving notice from the District requesting initiation of such proceedings. (Ord. M-4172 § 2, 2016)

20.915.080 Impact Fee Exemptions, Reductions, and Waivers.

A. *Exemptions from impact fees.* The following developments shall be exempt from the requirement for payment of impact fees: publicly operated elementary, middle, junior high and senior high schools, and administrative, maintenance and other facilities of a school district and facilities of an Educational Service District.

B. Exemption or waiver from impact fees for low income housing pursuant to RCW 82.02.060(2). Pursuant to RCW 82.02.060(2), the Review Authority may grant a total or partial exemption or waiver from impact fees for housing developments containing up to three dwelling units and qualifying as low-income housing as defined in this Chapter, to be owned and occupied by, or leased to, low-income persons. Requests for exemption and/or waiver for four or more dwelling units must be approved by the City Council. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-family Tax Abatement. Any such exemption or waiver shall be subject to:

1. Provision being made for payment of the impact fee from public funds other than impact fee accounts; and

2. Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location, and number of units;

C. Alternative exemption from impact fees for low-income housing pursuant to RCW 82.02.060(3). Pursuant to RCW 82.02.060(3), the City Council may grant an alternative exemption for low-income housing under this Subsection C. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-family Tax Abatement

1. The City Council may either:

a. Grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or

b. Provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts; and

2. Compliance with all of the requirements of Subsection D of VMC 20.915.080 is required.

D. An exemption for low-income housing granted under Subsection B or C of this section must comply with all of the following conditions:

1. The developer shall record a covenant with the Clark County Auditor. The covenant must:

a. Prohibit using the property for any purpose other than for low-income housing.

b. Require that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion.

c. Define low-income housing as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.

2. When the City grants an exemption for low-income housing granted under Subsection B or C of this section, it may not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.

3. A school district that receives school impact fees collected by the City must consent in writing prior to City approval of any exemption from school impact fees granted under Subsection B or C of this section. Failure of a school district to provide consent in writing within 30 days of written request for approval by the City shall constitute disapproval of the requested exemption.

E. *Reduction in traffic impact fees for qualifying businesses.* To promote business development, the Review Authority may grant a reduction of traffic impact fees as specified in Table 20.915.080-1 below for businesses which meet all of the following requirements:

1. The business owner shall commit, through a Development Agreement approved by City Council, to locate a number of new employees that coincides with the TIF incentive in Table 20.915.080-1. Such new employees shall locate to the City within the first year of the business obtaining an occupancy permit; and

2. The median salary of all company employees to be located shall, at a minimum, coincide with the specified percent of median individual income in Table 20.915.080-1. Median individual income shall be based on the most recent available information from US Department of Housing and Urban Development for the Portland-Vancouver MSA at the time of the Development Agreement approval; and

3. If the owner or developer of the property or building is not the business locating within the city, documentation shall be submitted to the City that satisfactorily demonstrates that the business received the benefit of the fee reduction rather than the owner or developer; and

4. The business shall provide the city with such documentation and access to records as needed to verify satisfaction of the foregoing requirements. In the event that the business fails to satisfy any of the requirements criteria, the business shall pay to the city the amount of the fee reduction together with interest at the statutory rate provided for at RCW 19.52.010 upon demand.

The city shall make provision for payment of the impact fee reduction to the transportation impact fee account from public funds other than impact fee accounts.

Table 20.915.080-1 Business Development TIF Incentive

	Median Salary of All Business Employees	Minimum Employees	TIF Benefit
1.	200% of Median Individual Income	200	25% TIF reduction, up to $100,000
2.	150% of Median Individual Income	250	25% TIF reduction, up to $100,000
3.	125% of Median Individual Income	300	25% TIF reduction, up to $100,000
4.	200% of Median Individual Income	400	50% TIF reduction, up to $200,000
5.	150% of Median Individual Income	500	50% TIF reduction, up to $200,000
6.	125% of Median Individual Income	600	50% TIF reduction, up to $200,000

This provision shall be operative until December 31, 2020 unless renewed by City Council.

F. *Criteria for calculating impact fees.* The impact fee for an exempt or waived development shall be calculated as provided for in this Chapter and paid with public funds; except that there is no requirement to pay the exempted portion of the fee from public funds other than impact fee account for a partial exemption of not more than eighty percent of impact fees that has been approved under Subsection C of VMC 20.915.080. Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area. If an impact fee(s) is waived, the Review Authority, pursuant to Section 20.915.070 VMC, or state law may determine whether a public share-contribution or a reduced public-share contribution is required.

(Ord. M-4154 § 3, 2016; Ord. M-4108 § 1, 2014; Ord. M-3643, 2004)

20.915.090 Impact Fee Credits.

A. For the developer. The developer shall be entitled to a credit against the applicable impact fee as follows:

1. The developer shall be entitled to a credit against the applicable impact fee for the fair market value of any dedication of land for and reasonable documented construction costs acceptable to the City associated with the improvement to, or new construction of any system improvements provided by the developer that are identified in the capital facilities plan and that are required by the City as a condition of approval to the development proposal against which the impact fee is assessed.

2. No credit shall be given for project improvements as defined under VMC 20.150.

3. *Traffic Impact Fee Credit.* Effective June 3, 2015 (effective date of ordinance), the maximum traffic impact credit shall be in the amount of the impact fee applicable to the development proposal against which the impact fee is assessed. The credit shall be applied to the impact fee as calculated for the development proposal against which the impact fee is assessed and shall not exceed the impact fee due.

4. *Street Project Assessment Reimbursement Contract for Excess Costs.* If a developer has incurred costs for street project system improvements in excess of the amount of the traffic impact fee applicable to the development proposal against which the impact fee is assessed, the developer may apply to the City for a street project assessment reimbursement contract pursuant to VMC Chapter 11.10.

5. *Existing traffic impact fee credits.* TIF credits that existed prior to June 3, 2015 (effective date of ordinance) shall be utilized consistent with the provisions of the TIF Program Technical Document. The value and ownership of such TIF credits as of June 3, 2015 (effective date of

ordinance) shall be documented by a list thereof published by the City and distributed by US mail to the last known addresses of said owners on June 3, 2015 (effective date of ordinance).

B. *Traffic Impact Fee reduction.* The developer may be provided a TIF reduction pursuant to Section 20.550.050(A) VMC.

C. *Traffic Impact Fee Credit for the developer.* Additionally, the developer may be provided a credit against the impact fee in an amount up to 10% of the traffic component to account for contributions of mass transit facilities that are approved by the City and made a condition of approval for the development.

D. *Impact fee reduction.* Where impact fees are owing prior to completion of a system improvement undertaken by the developer, the impact fee shall be reduced by 85% from the Director of Public Works estimate of the credit to be due upon dedication and completion of the required work, provided, if the same has been assured by a bond or other guarantee, as governed by Chapter 20.909 VMC, to be completed no later than the date of occupancy for commercial/industrial/multi-family structures or the final building inspection for single-family and other uses. Upon completion of the required system improvement, appropriate refunds shall be made and credits recognized up to but not to exceed the amount of the impact fee applicable to the development proposal against which the impact fee is assessed based upon the Director of Public Works' determination of the value of dedication and reasonable construction costs.

E. *City credit utilization.* Traffic impact fee credits issued by the City after June 3, 2015, (effective date of adopted ordinance) may be utilized in lieu of cash payment only for traffic impact fees for the development proposal against which the impact fee is assessed, as provided in subsection A.3 above. Other impact fee credits recognized by the City may be utilized in lieu of cash payment of impact fees for the subject development and/or any other development within the same service area.

(Ord. M-4107 § 6, 2014; Ord. M-3643, 2004)

20.915.100 Other provisions.

A. *Process for revision of traffic impact fees.* Traffic impact fee rates shall be adjusted periodically to reflect changes in costs of land acquisition and construction, facility plan projects and anticipated growth. Traffic Impact Fee Program Technical Document may contain provision for automatic revision of traffic impact fee rate no more than once annually to reflect the change in a generally recognized and applicable inflation/deflation index.

B. Park impact fee rates may be revised. Rates may be revised using the following process:

1. The adopted Park Impact Fee Technical Document may be revised periodically by the City Council when financial analysis establishes that there is a need for a major program update. Such adjustments shall only become effective upon adoption by the City Council

2. Between major program updates, the calculated park impact fee will be adjusted annually to account for inflation/deflation using the indexing methodology described in the adopted Park Impact Fee Technical Document. Such adjustments shall only become effective upon adoption by the City Council.

C. *Process for revision of school impact fees.* School impact fee rates shall be adjusted periodically to reflect changes in costs of land acquisition and construction, facility plan projects and anticipated growth. Such adjustments shall only become effective upon adoption by the City Council of a modification to the Capital Facilities Plan.

D. *Operation of impact fee fund.* The City has created and established a special purpose, nonlapse impact fee fund. The City Finance Director shall establish separate accounts within such fund and maintain records for each such account whereby impact fees collected can be segregated by type of facility and by service area:

1. *Collected interest.* All interest shall be retained in the account and expended for the intended purposes that the impact fees were imposed.

2. *Impact fee fund annual report.* By April of each year, the Finance Director shall provide a report for the previous calendar year on each impact fee account showing the source and amount of moneys collected, earned or received and system improvements that were financed in whole or in part by impact fees.

E. *Inter-local agreements and fees.* The City of Vancouver may enter into an inter-local agreement with Clark County to establish a coordinated program for the imposition, collection, administration and expenditure of traffic and park impact fees.

F. *School impact fees.* School impact fees shall not be collected on behalf of any school district until such district enters into an inter-local agreement with City of Vancouver providing for submittal of capital facilities plans, fund administration, report of expenditure, allocation of risk, and other appropriate matters. Where Clark County adopts a substantially similar school impact fee for a district whose boundaries include portions of the City of Vancouver, such an inter-local agreement may include the County. The inter-local agreement may include a fee to cover the City’s cost of administering the School Impact Fee Program.

G. *Imposition of impact fees for costs previously incurred.* The Review Authority may impose an impact fee for system improvements costs previously incurred by the City of Vancouver to the extent that new growth and development will be served by the previously constructed improvements, provided such fee shall not be imposed to make up for any system improvement deficiencies.

H. *Expenditures for system improvements with impact fees.* Impact fees for system improvements shall be expended only in conformance with the capital facilities plan. Impact fees shall be expended or encumbered for a permissible use within ten years of receipt, unless an extraordinary and compelling reason exists for fees to be held longer than ten years. Such extraordinary or compelling reasons shall be identified in written findings by the City Council.

I. *Refunds for the current owner.* The current owner of property on which an impact fee has been paid may receive a refund of such fee if the City fails to expend or encumber the impact fees within ten years of when the fees were paid, or such other period of time established pursuant to this subsection, on public facilities intended to benefit the development activity for which the impact fees were paid. In determining whether impact fees have been encumbered, impact fees shall be considered encumbered on a first-in, first-out basis. The current owner likewise may receive a proportionate refund where the public funding of applicable service area projects by the end of such ten-year period has been insufficient to satisfy the ratio of public-to-private funding for such service area as established in the capital facilities plan. The City shall notify potential claimants by first-class mail deposited with the United States Postal Service at the last known address of claimants.

1. *Refund time period.* The request for refund money must be submitted to the Vancouver City Council in writing within one year of the date the right to claim the refund arises or the date the notice is given, whichever is later. Any impact fees that are not expended within these time limitations, and for which no application for refund has been made within this one year period, shall be retained and expended on the indicated capital facilities. Refunds of impact fees under this subsection shall include interest earned on the impact fees.

2. *Criteria for a refund with interest.* A developer may request and shall receive a refund, including interest earned on the impact fees, when the building permit for which the impact fee has been paid has lapsed for noncommencement of construction. A partial refund shall be provided where the project for which a building permit has been issued has been altered resulting in a decrease in the amount of the impact fee due.

J. *Impact fees as additional and supplemental requirements.* The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits. This is provided that any other such City development regulation which would require the developer to undertake dedication or construction of a facility contained within the City Capital Facility Plan shall be imposed only if the developer is given a credit against impact fees as provided for in Section 20.915.090 VMC.

(Ord. M-4181 § 3, 2016; Ord. M-4107 § 7, 2014; Ord. M-4034 § 31, 2012; Ord. M-3959 § 46, 2010; Ord. M-3952 § 2, 2010; Ord. M-3951 § 2, 2010; Ord. M-3933 § 5, 2009; Ord. M-3909 § 2, 2008; Ord. M-3854 § 2, 2007; Ord. M-3785 § 2, 2006; Ord. M-3653 § 1, 2004; Ord. M-3643, 2004)

The Vancouver Municipal Code is current through Ordinance M-4264, passed February 25, 2019.

City of Vancouver, Washington

PARK IMPACT FEE TECHNICAL DOCUMENT

~~November~~ September ~~2016~~2019

INTRODUCTION & PURPOSE

State statute (RCW 82.02.050) authorizes qualified Washington counties and cities to collect impact fees to "ensure that adequate facilities are available to serve new growth and development." The statute requires that impact fees are reasonably related to, and reasonably benefit new development, must provide a balance between impact fees and other sources of public funds, and cannot rely solely on impact fees for the costs of system improvements to serve new growth.

Impact fees are to be based on established standards, procedures and criteria. Public facilities or system improvements on which impact fees may be spent are limited to 1) parks, open space and recreation facilities, 2) roads, 3) schools, and 4) fire protection facilities. These facilities must be part of a capital facilities plan that is a component of an adopted comprehensive land use plan. Impact fees must be encumbered or expended within ten years of collection, or refunded.

The Park Impact Fee Technical Document provides the framework and details of the Park Impact Fee (PIF) program and designed to serve~~s~~ as a vehicle to streamline rate updates and program changes at the direction of the elected officials of the City of Vancouver.

The PIF Technical Document details the numeric formula factors used in the fee calculation, delineates a map of the applicable service districts, and defines the fee rate schedule by park district and residential structure type. In addition, the document outlines a methodology for future implementation of park impact fee indexing in order to keep pace with fluctuations in the economic market and more accurately reflect current acquisition and development costs. To date, fee indexing updates have not been implemented, but at the direction of the City Council rate change proposals can be brought forward for consideration. Future proposals would provide an updated analysis for inflation or deflation adjustments, identify any revised data sources or values for formula factors, and include a proposed fee rate schedule.

BACKGROUND

~~The State Growth Management Act grants cities and counties the authority to assess impact fees on new development to provide the infrastructure to support orderly growth.~~ On August 7, 1995 the City of Vancouver implemented the collection of impact fees for parks, roads and schools. More specifically, the Park Impact Fee program was structured to support urban park system improvements, including the acquisition and development of neighborhood and community parks and urban open space. In 1997, the City of Vancouver and Clark County entered into an Interlocal Agreement for the consolidation and management of a county wide park system and administration of the Park Impact Fee Program. Minor amendments to the program occurred over the years that followed, with the most recent City of Vancouver PIF~~fee~~ update going into effect on June 3, 2004, fifteen years prior to the 2019 amendments.

In 2009, references to the fee schedule, service area maps and numeric calculation factors were removed from the 2007 Vancouver-Clark Parks and Recreation Comprehensive Parks, Recreation and Open Space Plan (Parks Plan) and the Vancouver Municipal Code with the adoption of the first Park Impact Fee Technical Document. The purposes ~~of this action was~~ were to streamline future updates outside of the Comprehensive Plan amendment process~~ as well~~, define a methodology for future implementation of fee indexing, and improve consistency between city and county administrative codes as they related to the application and management of the joint park impact fee program in effect at that time.

Park Impact Fees are calculated using ~~an~~ acquisition and development cost components. Historically, revenues received from park impact fees ~~have been~~were held in separate acquisition and development accounts for each of the park districts. Although this is not required by either state law or city code, their use ~~has been~~was restricted by city policy to either acquisition or development depending on which account the revenue was~~is~~ drawn from until the accounts were merged in 2016.

The Interlocal Agreement for joint administration of the Park System and Park Impact Fee Program between the City of Vancouver and Clark County was terminated with a Wind-Up Agreement adopted by both jurisdictions. Effective January 1, 2014, the city and county began the administ~~er~~ration of independent park impact fee programs. ~~This~~ T~~t~~ermination of the interlocal agreement ~~has~~ initiated ~~the need for some of the proposed~~ multiple amendments to this document in 2016 to ~~be applicable to only those areas within the jurisdiction of the City of Vancouver.~~

~~OVERVIEW OF DOCUMENT UPDATE~~

~~Since the 2004 fee update the City of Vancouver has experienced significant growth, leaving fewer properties available for residential development and infill. Increased urban density in combination with the economic recession resulted in a slower rate of growth in existing park impact fee district accounts, fewer lands available for new or expanded park sites, and increased challenges in committing general fund resources for park maintenance for additions to the parks system.~~

~~Additional amendments to the Park Impact Fee Program relate to this need for increased~~ improve flexibility in ~~the~~ management of the program, and assure compliance with the state statutes regarding concurrency and ~~the~~ use of impact fees.

2016 PIF Technical Document ~~A~~amendments ~~to the program~~ included:

- Applicability to only the area within the Vancouver city limits,
- Realignment of the original ten (10) park impact fee service area districts to three (3) service area districts,
- Fee schedule revised to reflect an average of the then existing 2004 schedule based on the districts located within the realigned Districts A, B, and C, (**Figure 2**),
- Clarification that revenues collected within each park impact fee service area, including acquisition and development components, are to be managed as a single account for expenditures and concurrency, and
- Reformatting, clarifications, and correction of scrivener's errors.

(Approved by Resolution M-3910 and Ordinance M-4181)

2019 PIF Technical Document amendments include:

- Establishing Park Overlay Service Areas to clarify the use of PIF outside city limits
- Reformatting, updating the program history, clarifications, and corrections.

PARK IMPACT FEE FACTORS

The formula used to compute park impact fee rates is based on four primary factors: 1) acquisition costs, 2) development costs, 3) adopted park standards, and 4) ~~an~~ a cost adjustment factor as required by state law.

1. **Acquisition cost** is the unique cost of land acquisition in each of the established park districts.

2. **Development cost** is the average cost of park development over all park districts within the City of Vancouver.

3. **Adopted park standards** are those adopted by the City of Vancouver Comprehensive Parks, Recreation and Natural Areas Plan for Neighborhood and Community Parks and Urban Natural Areas (also referred to as Urban Open Space). These standards are population based and represent the acres of land needed to serve one thousand residents for each of the respective park types.

4. **Adjustment factor** is based on state statute that requires an "adjustment to the cost of public facilities for past or future payments made or reasonably anticipated to be made by new development...".

State statute requires that park facilities on which impact fees may be spent must be part of a capital facilities plan that is a component of an adopted comprehensive land use plan. The Vancouver Municipal Code (VMC 20.915.100) anticipates that impact fee rates will be revised periodically when financial analysis establishes that there is a need for a major program update, or adjusted annually to account for inflation/deflation using an indexing methodology. All fee adjustments are to be described in a Technical Document to be reviewed and adopted by the Vancouver City Council.

Park Impact Fee Formula

$$\textbf{PIF} = \left(\text{Acquisition Cost} + \text{Development Cost}\right) - \text{Cost Adjustment Factor}$$

$$\textbf{PIF} = \left(\left(\frac{Ca \times Ia \times Sa}{P}\right) + \left(\frac{Cd \times Id \times Sd}{P}\right) \times U \right) \times A$$

Figure 1 – Park Impact Fee Formula

"**PIF**" represents the total cost of the impact fee per single family/duplex, or multi-family residence.

Acquisition Cost

"Ca" represents the average cost per acre for land appraisal, land acquisition, associated due diligence fees and expenses, closing costs and Level 1 Development for each service area ~~or overlay area~~ as described in the Parks Plan for Neighborhood Parks, Community Parks and Urban Natural Areas, and adopted by City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

"Ia" represents the percentage annual inflation/deflation adjustment index applicable to the acquisition component, as outlined in the Park Impact Fee Program Technical Document and annually determined by City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

"Sa" represents the parks acquisition standard in acres per thousand residents for Neighborhood Parks, Community Parks and Urban Natural Areas as established in City of Vancouver Comprehensive Parks, Recreation and Natural Areas Plan (Parks Plan).The current (2014) acquisition standard per the Parks Plan is 6 acres per thousand residents. This standard is designed to include a combined 5 acres / 1,000 residents for Neighborhood and Community Parks and one acre per thousand for Urban Natural Areas. Within the combined standard, the preferred distribution is two acres for Neighborhood Parks and three acres for Community Parks. However, the combined standard allows for modifications where existing and proposed development limits the availability of parcels large enough to accommodate the preferred standard-size for Community Parks.

"P one thousand (1,000) residents.

Development Cost:

"**Cd**" represents the average cost per acre for site development. Development costs shall be calculated assuming development standards described in the Parks Plan for Neighborhood and Community Parks.

"**Id**" represents the percentage annual inflation/deflation adjustment index applicable to the development component as outlined in the Park Impact Fee Program Technical Document and annually determined by the Vancouver City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

"Sd" represents the parks development standard in acres per thousand residents for Neighborhood and Community Parks as established in the Parks Plan. The current development standard per the Parks Plan is 4.25 acres of developed park land / 1,000 residents. No development standard is proposed for Urban Natural Areas, which should remain in a relatively natural condition.

"P" represents one thousand (1,000) residents.

Occupants per Dwelling Unit

> **"U"** represents the average number of occupants per single-family/duplex dwelling unit or per other multifamily dwelling unit, based on the most current applicable statistical census data (US Census Bureau or Washington State Office of Financial Management (OFM) census data for persons per dwelling unit) and as adopted by Vancouver City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

Current fee rates are based on 2000 OFM census data identifying 2.59 persons per dwelling unit for a single family/duplex (SF) residence, and 1.9 persons per household for a multi-family (MF) residence.

Cost Adjustment Factor

> **"A"** represents an adjustment to the cost of park facilities for past or future payments made or reasonably anticipated to be made by new development to pay for park system improvements in the form of user fees, debt service payments, or other payments earmarked for or proratable to park system improvements. The City of Vancouver adjustment value is determined to be five percent (5%), so that "A" factor equals 95%.

PARK DISTRICT SERVICE AREAS

State statutes allow cities and counties to impose impact fees to support public facilities needed to serve new growth and development. The public facilities need to be reasonably related to and benefit the new development. Jurisdictions are required to establish one or more defined geographic service areas within which it shall calculate and impose impact fees.

With the 1997 Interlocal Agreement for joint management of the county-wide park system and the park impact fee program, ten park impact fee districts, or service area~~-~~ boundaries, were delineated irrespective of jurisdictional boundaries. Boundaries focused primarily on natural and manmade barriers to walkability to assure the maximum possible nexus relationship between those paying the fee and those benefiting from the facility improvements.

Changing ~~many~~ conditions ~~have changed that suggest the~~led to ~~-~~the 2016 ~~need to~~ realignment of ~~the~~ district boundaries to increase flexibility in the management of the Park Impact Fee Program,~~,~~ including:

- **Dissolution of Interlocal Agreement**
  The Interlocal Agreement for joint management of the county-wide park system and the park impact fee program was dissolved, effective January 1, 2014. ~~Each jurisdiction manages their programs independently, including fees being applicable only to those areas within their respective jurisdiction.~~

  ~~Accommodations need to be included in the district boundary designations to address future annexations, by clarifying what city park district annexation areas will be assigned to without requiring amendments to the PIF Technical Document.~~

- **Increased Residential Densities**

Residential densities within the City of Vancouver ~~have~~ increased significantly in the twenty years ~~since~~ following the adoption of the original 1995 PIF program. With fewer properties to develop, PIF funds accumulated more slowly within the respective park districts.

- **Economic Recession**
  Although the impact fee program provides a significant portion of the funds that support park land acquisition and development, park maintenance revenues are ~~currently~~ supported by the City of Vancouver General Fund. Housing markets as well as city revenues were significantly impacted by the economic recession that was felt nationwide.

- **Concurrency**

  State statutes define the timeline within which impact fee funds must be committed, expended or refunded to the current property owner. With ~~the~~ a slower rate of growth resulting from increased residential densities and the economic recession, it ~~has~~ becaome increasingly difficult to accumulate the resources necessary to fund projects and commit maintenance resources within the concurrency timelines specified by state law.

- **Level of Service**
  Our community enjoys the benefit of having multiple streams and rivers that lace through our landscape. However, some park districts have a greater abundance of these natural resources than others, creating a notable imbalance in the measureable level of service by park district for Urban Natural Areas. Likewise, some of the larger community parks that functionally serve outside of their current park district boundaries also present an unrealistic measure of our level of service city wide.

Combined, these factors supported the need for increased flexibility in the management of the impact fee program by reducing the number of park districts or service areas. The 2016 amendments to the Park Impact Fee Technical Document realigned~~s~~ the districts as ~~specified~~ shown in ***Figure 2~~1~~***. Districts 1, 9 and 10 merge to form District A. Districts 2, 7 and 8 merge to form District B, and districts 3, 4, 5, and 6 merge to form District C.

Districts A, B, and C cover the entire City of Vancouver and Vancouver Urban Growth Area, however City park impact fees are~~will~~ only ~~be~~ collected in those areas within the Vancouver city limits. As areas within the unincorporated Vancouver Urban Growth Boundary are annexed, ~~-~~the City of Vancouver's jurisdiction for collection of fees will expand automatically, with newly annexed properties assigned to the appropriate park district based on ***Figure 2~~1~~***.

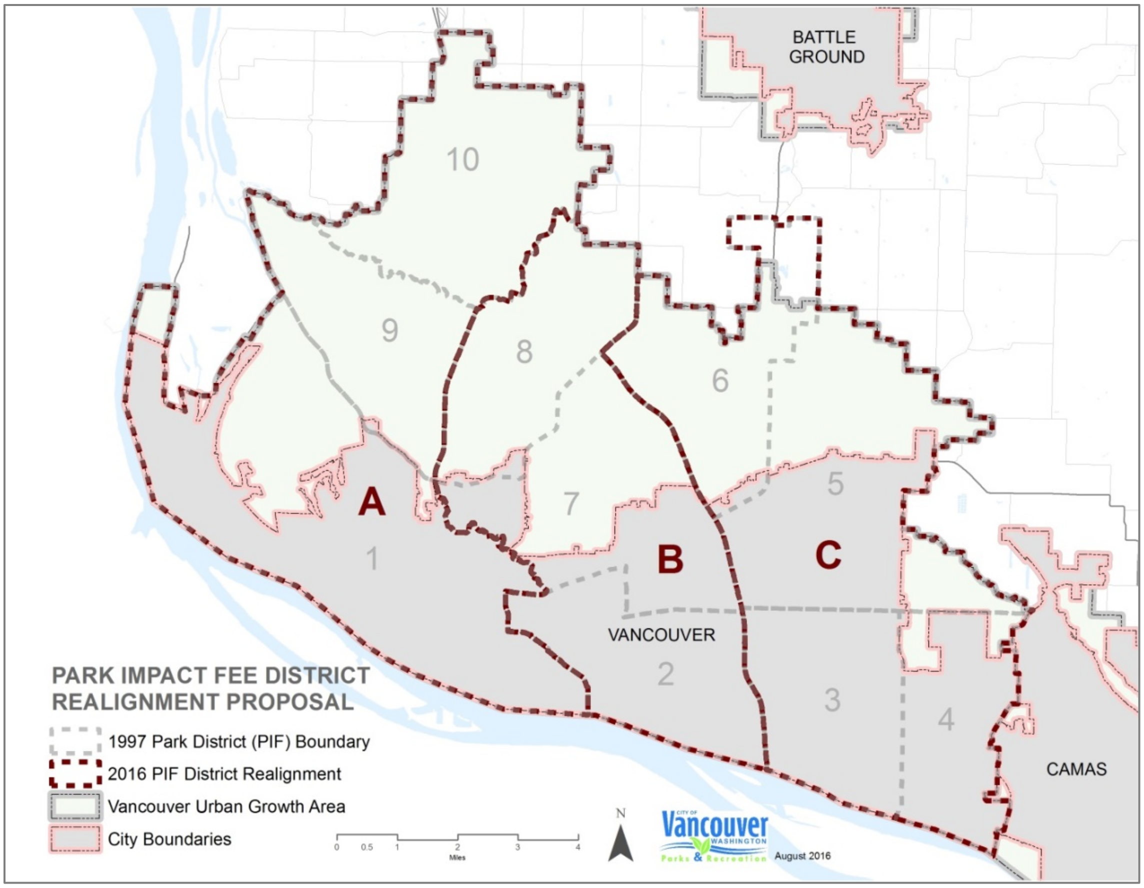


Figure 2~~1~~ – ~~2016~~ Park Impact Fee Districts (2016)

Park Overlay Service Areas

Park Overlay Service Areas are identified in ***Figure 3***, as provided in VMC 20.915.030(C)(3), for situations 'where a system improvement is designed to serve an established service area, or service areas, but is located entirely or partly outside of the City and/or urban growth area, and provides a substantial benefit to the assigned service area'.

The overlays are part of the underlying Districts A, B, and/or C, as identified in the ***Figure 2***, and do not constitute a new park impact fee district or unique fee schedule. Properties within an overlay service area are not subject to City impact fees to the extent those properties are outside the City.

Park Overlay Service Areas have been generally defined adjacent to and outside city limits and the VUGA, as shown in ***Figure 3***. This delineation intends to capture the service area gaps proximate to the Vancouver city limits and provide the flexibility needed for site acquisition or development to address system deficits. The overlays are drawn to extend outside city limits one-half of the Community Park service area as defined in the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan (Park

Plan). When this provision is utilized for a Neighborhood Park outside city limits, projects will be located one-half of the applicable service area as defined in the Park Plan for Neighborhood Parks.

The use of PIF for a system improvement within a Park Overlay Service Area shall meet these criteria:

1. The presence of a system deficit within the applicable park district(s) and a lack of reasonable alternatives available within the district or within city boundaries to address the identified need.
2. Park needs located within city limits and/or the Vancouver Urban Growth Area would be met through the proposed system improvement(s).
3. System improvements within the overlay area align with projects identified in the capital facilities plan.
4. Benefits provided by projects within the overlay areas equal or exceed benefits from alternatives available within the established underlying service area(s).
5. Potential partnerships with other jurisdictions or public agencies within the overlay service area lying outside city limits have been explored to address planning, funding, management, and/or maintenance opportunities.

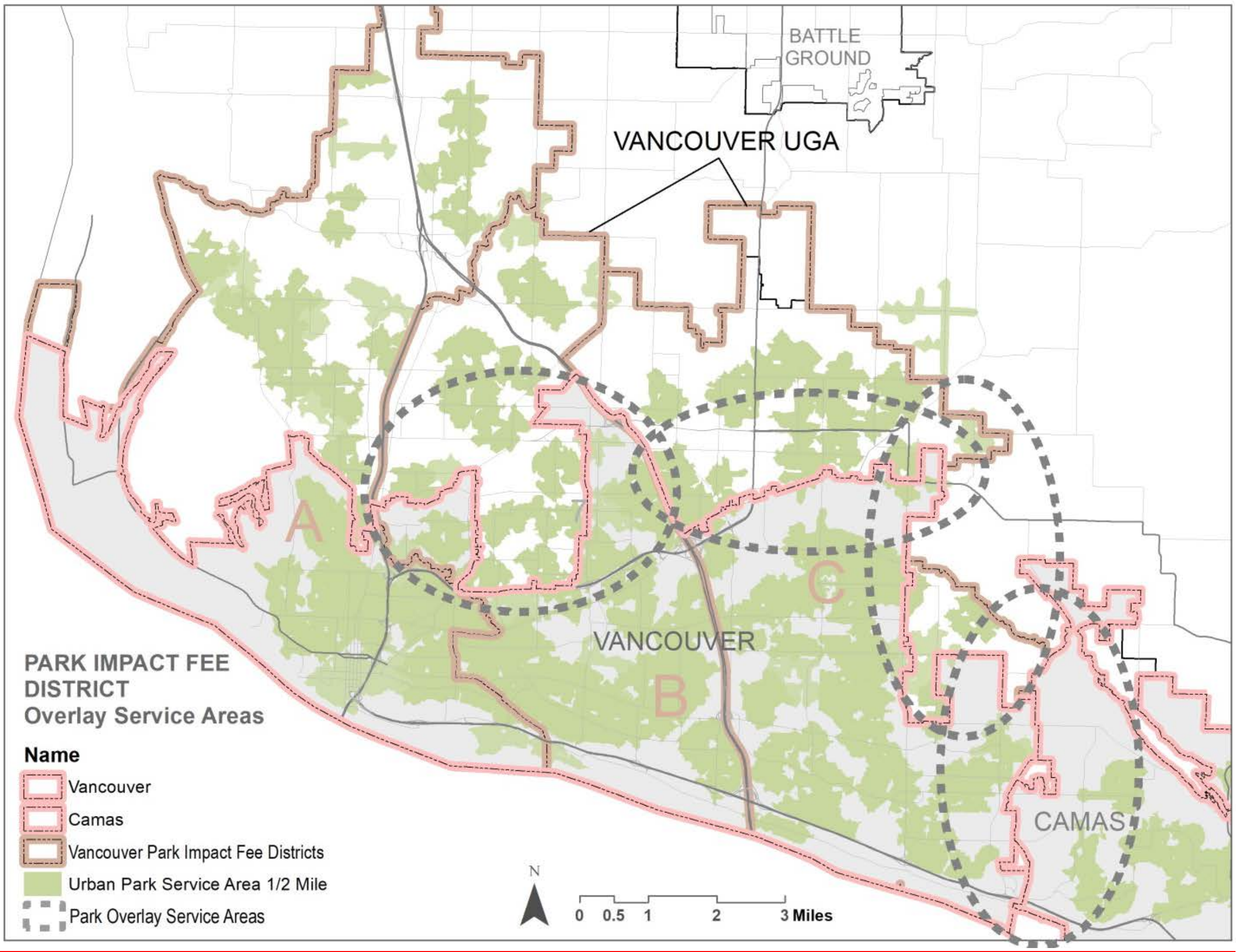


Figure 3 – Park Overlay Service Areas (2019)

PARK IMPACT FEE RATE SCHEDULE

CITY OF VANCOUVER PARK IMPACT FEE SCHEDULE - 2004		
Park District	**Single-Family**	**Multi-Family**
1	$2,243	$1,639
2	$2,751	$2,011
3	$2,385	$1,743
4	$2,116	$1,546
5	$1,926	$1,407
6	$1,683	$1,203
7	$2,007	$1,467
8	$1,927	$1,408
9	$2,132	$1,558
10	$1,674	$1,223

The 2004 fee scheduled listed above was adopted by Ordinance M-3653, and became effective June 3, 2004. The 2016 PIF Technical Document does not propose an update to the factors used to calculate park impact fee rates for land acquisition or development based upon current costs. However, with the merging of park districts from ten into three, a simple methodology was utilized to create an average fee from the existing fee schedule based on the districts located within the realigned Districts A, B, and C. Current (1997) park districts 6, 8, 9 and 10 are completely or predominantly outside the City of Vancouver. The current fees for these districts were, therefore, excluded from the 2016 rate schedule calculation.

The 2016 fee rate for District A includes the 2004 fee rate for District 1, excluding Districts 9 and 10. District B averages the 2004 rates for Districts 2 and 7 (city portion), excluding District 8. District C averages the 2004 rates for Districts 3, 4, and 5 (city portion), excluding District 6. The 2016 rate schedule is listed in the table below.

CITY OF VANCOUVER PARK IMPACT FEE SCHEDULE - 2016			
2016 Realigned Park Districts	**1997 Original Park Districts**	**Single Family***	**Multi-Family***
A	1	$2,243	$1,639
	9		
	10		
B	2	$2,379	$1,739
	7		
	8		
C	3	$2,142	$1,565
	4		
	5		
	6		

~~*(As adopted by Resolution M-XXXX, effective November X, 2016)*~~
**Rates are the average of the 2004 fee schedule of those districts merged within the respective 2016 Realigned Park Districts.*

FUND MANAGEMENT

RCW 82.020.070 and Vancouver Municipal Code 20.915.100 both specify that a non-lapse impact fee fund will be established and separate accounts within the fund will be established for each type of facility and service area. These references are applied in the context of the collection of funds for transportation, school and park facilities.

The park impact fee calculation formula includes an acquisition ~~component~~ and ~~a~~ development component. ~~Historically,~~Prior to 2016 there ~~have been~~were separate acquisition and development accounts for each of the park districts although this was~~is~~ not required by either state law or city code. A~~The a~~cquisition and development accounts were~~are to be~~ merged in 2016 into a single account retrospectively for each of the original ten districts~~. In the future,~~, and each of the realigned park districts (A, B and C) ~~will~~ have a single account prospectively.

This revised approach to fund management provides improved flexibility and responsiveness to meet community needs and adopted standards. In the long term, every effort should be made to implement the intent of the Park Impact Fee Program to provide equitable distribution of parks and natural areas throughout each park district as identified in the Park Plan, providing a long term balance between land acquisition and site development.

This management policy is consistent with the historic calculation and tracking of concurrency by park district with the merging of the acquisition and development accounts.

The use of park impact fees will continue to be restricted to the district from which they were collected. For example, a fee collected in what was District 3, should only be spent within the District 3 service area until these original district funds are exhausted. In the future, fees collected in District B may be spent anywhere within the service area of District B. ~~An exception can be made when a site serves more than one district and funds can be utilized from one or more districts.~~ Exceptions to the use of PIF funds within the park impact fee district where it was collected are based upon the conditions and factors outlined for *Park Overlay Service Areas* above and VMC 20.915.030.

PARK IMPACT FEE INDEX METHODOLOGY

Purpose

The intent of indexing is simply to keep impact fees as current as possible by accounting for inflation or deflation adjustments over time using a known or common factor, such as the consumer price index or the construction cost index. Annually adjusted impact fees also minimize potential public share obligations to the system, which are caused by the difference between current rates and the annually eroding value of those rates as they are impacted by inflation. Indexing is implemented by City Code

VMC20.915.100 (Other Provisions)

Park impact fee rates may be revised using the following process:

1 The adopted Park Impact Fee Program Technical Document may be revised periodically by the City Council when financial analysis establishes that there is a need for a major program update. Such adjustments shall only become effective upon adoption by the City Council.

2. Between major program updates, the calculated park impact fee will be adjusted annually to account for inflation/deflation using the indexing methodology described in the adopted Park Impact Fee Technical Document. Such adjustments shall only become effective upon adoption by the City Council.

Indexing Models Used by Other Jurisdictions

Numerous jurisdictions across Washington and Oregon apply an annual inflation index to their impact fees or system development charges. Several common indices are used, as noted below:

Producer Price Index (PPI) – shows the direction and magnitude of price changes for finished goods; published by the Bureau of Labor Statistics.

Consumer Price Index (CPI) – shows day-to-day inflation in prices as experienced by urban consumers for a representative basket of goods and services; also published by the Bureau of Labor Statistics.

Engineering News Record (ENR) – calculates national index of building cost changes using a 20 city average and individual costs as local average. ENR offers two indices: Construction Cost Index (CCI) and the Building Cost Index (BCI[1]). The CCI can be used where labor costs are a high proportion of total costs. The BCI is more applicable for structures.

The difference between ENR's Construction Cost Index and Building Cost Index is the approach to the labor component. The CCI uses 200 hours of common labor, multiplied by the 20-city average rate for wages and fringe benefits. The BCI uses 68.38 hours of skilled labor, multiplied by the 20-city wage- fringe average for three trades–bricklayers, carpenters and structural ironworkers. For their materials component, both indexes use 25 cwt of fabricated standard structural steel at the 20-city average price, 1.128 tons of bulk Portland cement priced locally and 1,088 board ft. of 2 x 4 lumber priced locally. The ENR indexes [sic] measure how much it costs to purchase this hypothetical package of goods compared to what it was in the base year. (*Source: enr.construction.com*)

Additionally, two primary approaches exist to apply indexed adjustments: uniformly across dual components or uniquely to each component.

Uniform Indexing Approach – The uniform approach merely applies an index to the composite impact fee, and in the case of park fees, it would apply to the combined acquisition and development rates equally. No distinction is made between components or between the relative impacts of how each component is affected by the index. Upon initial review of the application of indices throughout the region, it was noted that most jurisdictions elected to index impact fee rates uniformly.

Unique, Component-Specific Indexing Approach – An alternative approach is to annually adjust each impact fee component based on a unique index, both pertinent and suitable to that component. For example, the development component is adjusted based on a construction cost index, and the acquisition component is adjusted based on a real estate or land valuation index as appropriate. By design, component-specific indexing allows for a higher degree of congruence between the component and the index, along with providing a more true reflection of local changes on an annual basis.

In Oregon, jurisdictions can choose to use the local tax assessor's annual ratio report to index the acquisition component. In Washington, no similar report is required, but some cities have indexed acquisition costs based on annual changes in land value. The indexing approach used by the City of Olympia offers a compelling model, as described below from their PIF program documentation:

> *The change in property value is calculated based on information from the Thurston County Assessor's Office. Thurston County is on an annual valuation cycle, meaning that all real property is physically inspected at least once every six years, but is statistically updated every year. The County Assessor does not create values, but interprets current market activity to estimate the values of parcels in Thurston County for the purposes of property taxation. Fair market value is the amount a willing buyer would pay a willing seller when neither is under undue pressure. The Thurston County Assessor's Office uses valid recent sales data of similar properties and the replacement cost of buildings (based on the cost of current labor and material, less depreciation), to arrive at fair market value. For projects where the location of the property is known, the property value factor will be calculated based on the difference between the current year and preceding year's fair market value for land. For projects where the location of the property is not known, the property value factor will be calculated based*

on the average of the changes in land value for representative similar facility type projects in the CFP.

Thurston County's approach to annual assessment re-evaluation is consistent with that of Clark County's and is identified as a viable approach. During the current PIF assessment, staff from the Clark County Assessment office was contacted to discuss and coordinate a comparable approach for local, annual PIF adjustments based on Clark County data and modeling.

With readily accessible, quality indexing datasets, the component-specific approach can offer the City of Vancouver a stronger nexus between the selected index and the base PIF rate. As a historically high-growth region, an approach using a uniform index for both components, such as a construction index, does not accurately reflect the differences in and changes to real property valuations, and does not reflect value differentiation across the urban area. As such, when the City of Vancouver is ready to proceed with implementation of an annual index of Park Impact Fee rates, a component-specific indexing option will be used, whereby the acquisition base rate is indexed to recent real property changes and the development base rate is tied to a construction related index, such as the ENR-CCI. The establishment of the real property index is the most complex task, and it is a uniquely local exercise. The following section details the methodology.

Indexing Methodology

PIF Acquisition Component

In close collaboration with Clark County Assessment and GIS staff, land valuation tables for the Vancouver urban area were isolated and reviewed for the three most recent property tax assessment cycles (2007, 2008, and 2009). The primary goal was to establish the rate of change in land valuations between consecutive property tax cycles as the basis for a potential PIF acquisition rate index. Secondarily, the data were reviewed to evaluate the appropriateness of applying a single, urban area-wide index factor versus unique index factors per each PIF districts.

Acreage valuations from the Assessor's Neighborhood Land Tables were the primary input. Clark County annually updates the assessment land tables with a physical inspection of ⅙th of the county per cycle and statistical revisions of the remainder. The data used in this analysis are consistent with the assessed valuations used for annual property tax assessments.

The land coverage of the Assessor's Neighborhood Land Tables was correlated to that of the PIF districts using GIS. The acreage and percentage of total land area of each Neighborhood was calculated as it relates to each PIF district. Using these relative coverages, a weighted average land valuation was calculated by PIF district. Additionally, a single average was calculated for the Vancouver urban growth area (VUGA) as a whole.

In comparing the valuations of each PIF district to that of VUGA composite, significant differences were noted. While the average valuation change of the sum of the 10 PIF districts was the same as the valuation change of the VUGA as a whole, a wide degree of variability was noted between PIF districts for each comparative cycle reviewed. In looking at the differences between the 2009 and 2008 tax years, a 14% spread exists between the highest and lowest change between PIF districts. Given this variability, the acquisition component will be indexed based on the unique rate of change by PIF district, instead of using a VUGA average, to best reflect the specific changes in valuation within the urban area. This approach is consistent with that taken to establish the acquisition base rates, and the data and calculations required to determine these unique index factors have been tested.

Using the weighted average land valuation by PIF district, the acquisition index factors for each PIF district are determined by the ratio of the current tax year to the previous. Table 1 shows these results.

Table 1: Acquisition Index Factors by District (2008-09)

PIF District	Tax Year 2009	Tax Year 2008	Index Factor	Index Change
1	$ 136,135	$ 138,890	0.980	-2.0%
2	$ 149,378	$ 149,619	0.998	-0.2%
3	$ 165,304	$ 175,479	0.942	-5.8%
4	$ 160,373	$ 168,254	0.953	-4.7%
5	$ 154,999	$ 179,888	0.862	-13.8%
6	$ 156,412	$ 176,384	0.887	-11.3%
7	$ 148,720	$ 159,786	0.931	-6.9%
8	$ 161,771	$ 162,060	0.998	-0.2%
9	$ 168,909	$ 168,910	1.000	0.0%
10	$ 169,001	$ 169,001	1.000	0.0%
Average	**$ 157,100**	**$ 164,827**	**0.955**	**-4.5%**
VUGA Average	**$ 154,079**	**$ 162,135**	**0.950**	**-5.0%**

Using the established PIF acquisition base rates for each district, Table 2 shows how the index would be applied by multiplying the index factor with the PIF base rate to establish a revised PIF acquisition rate.

Table 2: Application of Index to PIF Acquisition Component

PIF District	Base Acquisition Rate		Index Factor		Revised PIF Rate (Acq)	Change ($)
1	$ 1,227	*	0.980	=	$ 1,203	$ (24)
2	$ 1,524	*	0.998	=	$ 1,521	$ (2)
3	$ 1,357	*	0.942	=	$ 1,279	$ (79)
4	$ 1,519	*	0.953	=	$ 1,448	$ (71)
5	$ 863	*	0.862	=	$ 744	$ (119)
6	$ 777	*	0.887	=	$ 689	$ (88)
7	$ 1,275	*	0.931	=	$ 1,187	$ (88)
8	$ 868	*	0.998	=	$ 867	$ (2)
9	$ 993	*	1.000	=	$ 993	$ (0)
10	$ 721	*	1.000	=	$ 721	$ (0)
Average	**$ 1,112**		**0.955**		**$ 1,065**	**$ (47)**

NOTE: The Clark County Assessor's Office does not release land valuation tables until the early fall of the tax year in question (i.e., October 2009 for the 2009 property tax assessment). Given this known and reliable lag time, it is recommended that annual PIF indexing occur in the early fall of each year to accommodate delivery of the most recent Assessor's data.

PIF Development Component

The application of a construction cost index to the PIF development component is simple and direct. Using the Seattle ENR-CCI monthly data available from ENR, calculate the index factor as the percentage change based on the ratio of the current month to the previous period (see below).

Table 3: Construction Cost Index (Oct '07 – Oct '08)

ENR-CCI Periods			ENR-CCI Factor		Index Change
October '08::	8812.22	=	1.023	or	2.3% Increase
October '07::	8612.75				

Using the established PIF development base rates for each district, the index is applied by multiplying the index factor with the PIF base rate to establish a revised PIF development rate. Since development rates are uniform across all PIF districts, this calculation is completed only once as shown in Table 4.

Table 4: Application of CCI to PIF Development Component

PIF Base Rate (Dev)		ENR-CCI Factor		Revised PIF Rate (Dev)		Change ($)
$553	*	1.023	=	$566		$13

Conclusion - Indexing Methodology

The Vancouver Municipal Code already includes a provision for periodic revisions and indexing adjustments to the park impact fee schedule through adoption of a Technical Document. To date, this provision has not been utilized. The indexing methodology included in this document does not suggest that the City implement the indexing provision at this time, but that this methodology be considered and implemented at some point in the near future to ensure the viability of the Park Impact Fee Program.

City of Vancouver, City of Camas, and Clark County
Cross-Boundary Overlay Service Area Agreement

Clark County and the City of Vancouver originally coordinated on park system planning and implementation as a joint agency beginning in 1997 via interlocal agreements. Historically, there has been less focus on coordination among the incorporated cities. Since the Vancouver-Clark County agreement rescission in 2013, the region continues to experience rapid growth with mounting challenges for all jurisdictions to secure sufficient land and funding for park, trail and open space facilities to serve the growing population, increased urban density, and ever-growing demand for recreation facilities.

As a result, service area gaps have emerged, particularly along common jurisdictional boundaries. For Vancouver, the most critical service area gaps are along the east and northeastern boundary common with both Clark County and City of Camas. To address this concern, the City of Vancouver, City of Camas and Clark County executed this *Cross-Boundary Service Area Agreement ("Agreement")* on the last date signed below. The purpose of this agreement is to partner, where feasible, to meet the recreational demand for parks, trails, and open space along common boundaries for the mutual benefit of residents, regardless of jurisdiction.

1. Background

Vancouver and Clark County park system planning was originally coordinated through ten jointly designated Park Impact Fee Districts ("Park Districts") encompassing the City of Vancouver and the Vancouver Urban Growth Area (VUGA). After this joint management system terminated, the ten Park Districts were realigned and consolidated for planning and implementation of the park impact fee program by the City of Vancouver, effective in 2017. Vancouver now administers three districts (Park Districts A, B, and C), collecting impact fees within its jurisdictional boundaries, and utilizing fees and other funds to acquire, develop and maintain park facilities within City limits.

Clark County continues to collect impact fees within the unincorporated VUGA based upon the original park district boundaries, and to acquire, develop and maintain park facilities throughout the UGA and unincorporated Clark County.

Camas, adjacent to Vancouver on the east, takes a similar approach to managing its park system with a single Park District, or Service Area, encompassing the entire incorporated area.

2. Park Facilities Requiring Coordinated Planning

Vancouver's Capital Facilities Plan identifies the need for park facilities proximate to the boundaries of its city limits to meet level-of-service standards and to close city park facility deficits. The facilities identified are primarily community parks and natural areas, as opposed to a focus on neighborhood park facilities.

The City of Vancouver's Comprehensive Plan identifies a community park as one which provides a focal point and gathering place for broad groups of users. Usually 20 to 100 acres in size, community parks are used by all segments of the population and generally serve residents from a one-to three-mile service area.[1]

The County Comprehensive Plan's description is nearly identical.[2] The City of Camas Special Use Area designation is a comparable park type, being described as including many of the elements that are included in neighborhood parks as well as the more specialized facilities that provide for specific recreation needs.[3]

Neighborhood Parks are smaller facilities, typically three to five acres in size and designed to serve a one-half mile walkable service area. However, in the absence of opportunities for community park facilities, larger neighborhood parks can provide some of the active components typical of community parks. Again, the County and City of Camas define neighborhood parks very similarly.

Natural Areas are managed for both ecological values and light-impact recreational uses in all jurisdictions. Many of these natural areas trace riparian corridors across jurisdictional boundaries. Natural Areas range in size, and may include wetlands, wildlife habitat, regional trails, viewpoints or stream and river corridors. The extent of the recreational service area for Natural Areas (Open Space) is a function of scale and natural resource significance.

With their greater public attraction, community parks and larger natural areas can serve residents across jurisdictional boundaries. Coordination between cities and the County can leverage limited resources and help to achieve park system acquisition, development and management objectives for park facilities.[4]

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[1] Vancouver Comprehensive Plan, pg. 5-33.
[2] County Comprehensive Plan, Parks, Rec. & Open Space Element, pg. 201.
[3] City of Camas Parks, Recreation and Open Space Comprehensive Plan Update, 2014, pg. 3-1, 3-12.
[4] *See e.g.*, County Comprehensive Plan, Parks, Recreation and Open Space, Framework Plan Policies:

- Policy 7.1.0 ("Provide land for parks and open space in each urban growth area ... consistent with adopted level-of-service standards. ...");
- Policy 7.1.3 ("Coordinate with jurisdictions to establish consistent definitions of park types and level-of-service standards for parks within urban areas.");
- Policy 7.1.4 ("Coordinate the planning and development of parks and recreation facilities with jurisdictions within the urban areas."); and,

See also City of Vancouver Comprehensive Plan, Policy PFS-32 ("Parks coordination. Plan for parks, trails, open spaces and recreational services in coordination with other local and regional public agencies and private entities. Facilitate provision of lands and/or impact fees for parks as part of the development review process.").

3. Joint Park Overlay Service Areas

The City of Vancouver has identified Park Overlay Service Areas adjacent to and outside its city limits and the VUGA, as shown in *Figure 1*. The overlays are drawn to extend outside city limits by one-half of the Community Park service area as defined in the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan and Clark County Parks, Recreation and Open Space Plan. This delineation intends to capture the service area gaps proximate to the Vancouver city limits and provide the flexibility needed to identify and negotiate site acquisition to address system deficits.

Vancouver intends to acquire and manage park facilities within these joint overlays as needed to meet Vancouver recreational needs. Regulatory governance of these areas remains with the County or City of Camas, depending upon location. And, although these areas are unlikely to be redeveloped and trigger impact fee collection, the County or City of Camas remain responsible for imposing and collecting any such impact fees when outside the City of Vancouver, as applicable.

4. Party Commitments

4.1 City of Vancouver

City of Vancouver will consider an update to the Park Impact Fee Technical Document to establish the Park Overlay Service Areas, as shown in *Figure 1*. The overlays become part of the underlying Vancouver Park Impact Fee District as designated by the City of Vancouver Park Impact Fee Technical Document. The park facilities within the overlay areas are already or will be designated in Vancouver's Capital Facilities Plan. Vancouver intends to acquire and manage park facilities within these areas, and to coordinate with the County or City of Camas on same as applicable.

4.2 City of Camas and Clark County

City of Camas and Clark County will consider establishing the joint overlay(s), as shown in *Figure 1* through an addendum to their applicable governing documents. Their creation demonstrates the parties' desire to coordinate on park service area issues within common Park Overlay Service Areas.

4.3 Joint Commitments

To maximize long-term flexibility for park system improvement partnerships that benefit citizens of multiple jurisdictions or public agencies, all parties to this agreement will consider amendments to their respective Capital Facilities Plans, as needed, to identify potential park projects within the Park Service Area Overlay Areas. Routine concurrent updates to the respective Capital Facilities Plans will also be completed, as needed, to reflect projects that could relate to the planning area and/or the intent of this agreement.

The parties will also consider the transfer of land ownership, management, and/or programming to parks, open space, or special facilities that are located inside Vancouver city limits, adjoin, or are in close proximity to, common boundaries, if logistics and efficiencies warrant such transfer. Examples could include regional trail systems that cross multiple jurisdictions, remnant segments of shared park impact fee districts between City of Vancouver and Clark County, etc. Memorandums of understanding, interlocal agreements or deed transfers would be processed on a site specific basis as appropriate.

5. Funding

The City of Vancouver anticipates taking the lead in acquiring park capital facilities located with the Park Overlay Service Areas using available funding sources, including park impact fees, grants, and other budgeted funds. Should the parties elect to jointly fund acquisition and/or maintenance and operation efforts, the parties may elect to execute a more detailed project specific agreement.

6. Effective Date and Termination

This Framework Agreement takes effect on ____________, 2019, following City of Camas, City of Vancouver and Clark County execution, which may occur in counter parts. Either party may terminate the agreement with a 90 day advance written notice. Otherwise, the Agreement is effective for ten years, with two automatic extensions for five year periods.

BOARD OF COUNTY COMMISSIONERS FOR CLARK COUNTY, WASHINGTON

____
Eileen Quiring Chair

Dated: ____________________________

Attest:
____
Clerk to the Board

Approved as to form only:

____
Tony Golik,
Clark County Prosecuting Attorney

CITY OF CAMAS

____
Mayor Shannon Turk

Dated: ____________________________

Attest:
____
City Clerk

Approved as to form only:

____
Shawn MacPherson, City Attorney

CITY OF VANCOUVER

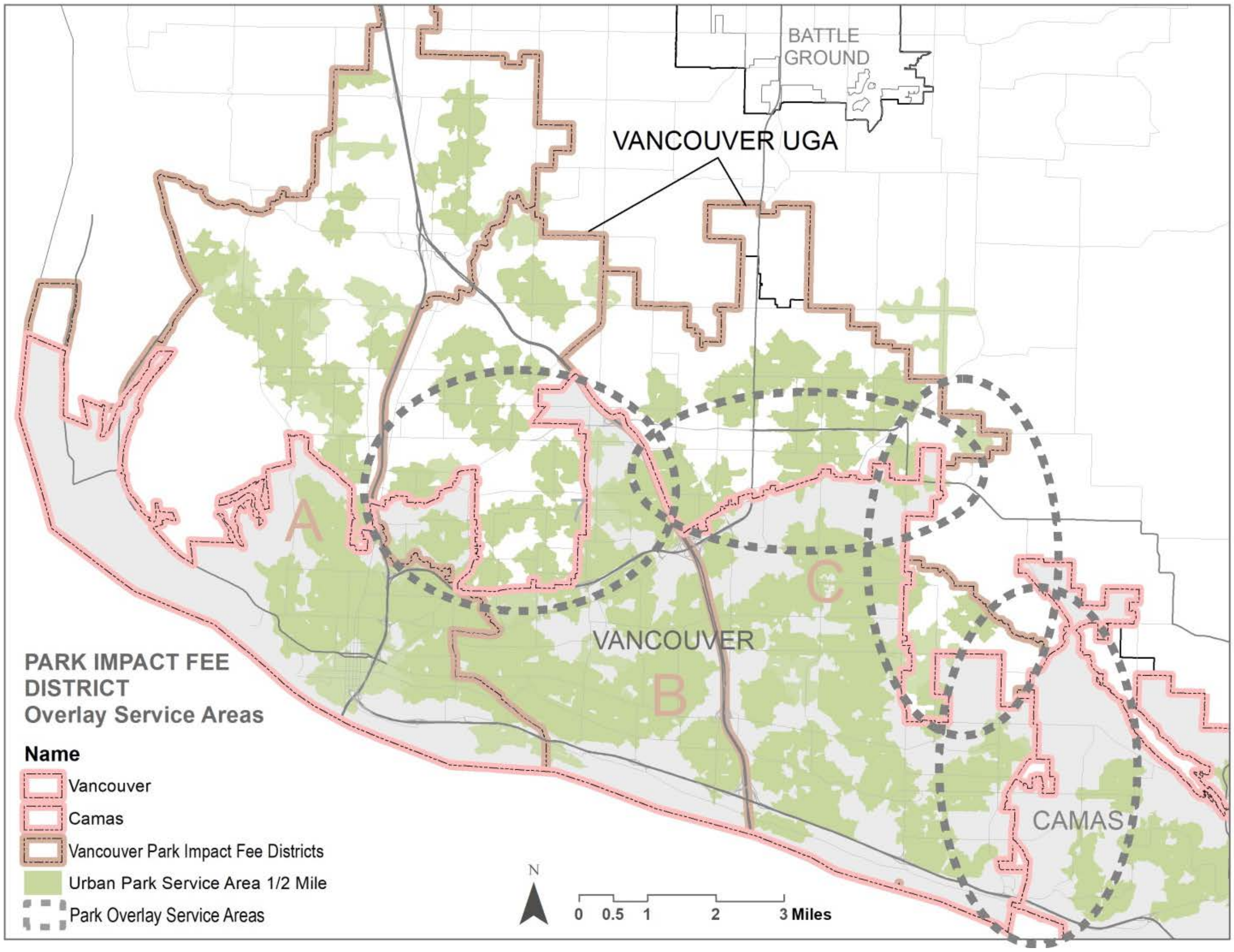
____
Eric J. Holmes, City Manager

Dated: ____________________________

Attest:
____
City Clerk

Approved as to form only:

____
Jonathan Young, Vancouver City Attorney


BATTLE
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CAMAS
PARK IMPACT FEE
DISTRICT
Overlay Service Areas
Name
Vancouver
Camas
Vancouver Park Impact Fee Districts
Urban Park Service Area 1/2 Mile
Park Overlay Service Areas
N
0 0.5 1 2 3 Miles

Figure 1

09/09/2019
09/16/2019

ORDINANCE NO. M- ________

AN ORDINANCE relating to park impact fees, amending VMC 20.915.030 and VMC 20.915.050, amending the Park Impact Fee Technical Document, and establishing an effective date.

WHEREAS, the City Council recognizes that Vancouver residents utilize parks and other public amenities based on proximity to their neighborhoods, rather than based on City or park district boundary lines; and

WHEREAS, Vancouver Municipal Code ("VMC") Section 20.915.030 allows the establishment of overlay service areas for system improvements "designed to serve geographic areas whose boundaries are not generally contiguous with established service areas" for transportation, schools and parks; and

WHEREAS, the City Council finds that opportunities for overlay service areas could include areas that serve more than one established service area, as well as areas located partly or entirely outside of the city or urban growth area, when a system improvement in such a location is designed to serve Vancouver residents in an established service area; and

WHEREAS, the City Council desires to amend VMC 20.915.030 to allow such overlay service areas;

WHEREAS, in 2004, the City Council adopted Ordinance M-3643 which, in relevant part, referred to the Vancouver -Clark Parks and Recreation Parks Impact Fee Program Park Impact Fee Technical Document as the document where park service areas were designated; and

WHEREAS, by Resolution M- 3910, the City Council approved a revised City of

Vancouver Park Impact Fee Technical Document in November 2016, which does not identify overlay service areas; and

WHEREAS, the City Council desires to amend the Park Impact Fee Technical Document to adopt Park overlay service areas in order to expand opportunities for acquisition and development of parks that serve Vancouver residents and to update background information, correct typographical errors, and improve clarity concerning Park Impact Fees; and

WHEREAS, the City Council desires to amend VMC 20.915.050 to correct typographical errors and for clarity.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Amendatory. VMC 20.915.030, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4181, is hereby amended to read as follows:

20.915.030 Establishment of Development Service Areas.

A. *General.* Service areas, which may vary by type of public facility, are established as shown on the Park Impact Fee Technical Document and Vancouver Transportation Impact Fees Program Technical Document, which are incorporated herein by reference.

B. *Service areas and fees.* Such areas will provide a nexus between those paying the fees and receiving the benefits to ensure that those developments paying impact fees receive substantial benefits.

C. *Establishment of overlay service areas.* Overlay service areas may be established for ~~identified~~ system improvements identified in the Capital Facilities Plan which are:

1. D~~d~~esigned to serve geographic areas whose boundaries are not generally contiguous with established service areas, or
2. Designed to serve more than one established service area, or
3. Where a system improvement is designed to serve an established service area, or service areas, but is located partly or entirely outside of the city or urban growth area, and

provides a substantial benefit to the assigned service area. Properties within this type of overlay service area are not subject to City impact fees to the extent those properties are outside the City.

D. *Factors affecting service areas.* Additional or revised service areas may be designated by the City Council upon consideration of the following factors:

1. The Comprehensive Plan;

2. Standards for adequate public facilities incorporated in the capital facilities plan;

3. The projections for full development as permitted by land use ordinances and timing of development;

4. The need for and cost of un-programmed capital improvements necessary to support projected development; and

5. Such other factors as the City Council may deem relevant.

E. *Service areas and urban growth boundaries.* Service areas adjoining an urban growth boundary shall automatically be adjusted to conform to any change in such boundary.

Section 2. Amendatory. VMC 20.915.050, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4181, is hereby amended to read as follows:

A. *Formula for park and natural areas*. The impact fee component for parks and natural areas shall be calculated using the following formula as further defined in the Park Impact Fee Technical Document adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B:

$$\text{PIF} = (\text{Acquisition Cost} + \text{Development Cost}) \times \text{Cost Adjustment Factor}$$

$$\text{PIF} = \left[\left[\frac{(Ca \times Ia \times Sa)}{P} + \frac{(Cd \times Id \times Sd)}{P} \right] \times U \right] \times A$$

1. "PIF" means the park, and natural areas component of the total development impact fee.

2.

a. “Ca” means the average cost per acre for land ~~acquistion~~ acquisition for each service area ~~or overlay area~~ as described in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan and Park Impact Fee Technical Document for neighborhood parks, community parks and urban natural areas and adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

b. ~~’~~ “Cd” means the average cost per acre for site development. Development cost shall be calculated assuming development standards described in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan for neighborhood and community parks, and adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

3.

a. “Ia” means the percentage annual inflation/deflation adjustment index applicable to the acquisition component, as outlined in the Park Impact Program Technical Document and annually determined by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

b. “Id” means the percentage annual inflation/deflation adjustment index applicable to the development component as outlined in the Park Impact Fee Technical Document and annually determined by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

4.

a. “Sa” means the parks acquisition standard in acres per thousand residents for neighborhood parks, community parks and urban natural areas as established in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan.

b. “Sd” means the parks development standard in acres per thousand residents for neighborhood and community parks as established in the Vancouver Comprehensive Parks Recreation and Natural Areas Plan.

5. “P” means one thousand (1,000).

6. “U” means the average number of occupants per single-family/duplex dwelling unit or per other multi-family dwelling unit, based on the most current applicable statistical census data (US Census Bureau or Washington State Office of Financial Management census data for persons per dwelling unit), and as adopted by the City Council in the impact fee revision process pursuant to VMC 20.915.100.B.

7. “A” means an adjustment to the cost of park facilities for past or future payments made or reasonably anticipated to be made by new development to pay for park system improvements in the form of user fees, debt service payments, or other payments earmarked for or proratable to park system improvements as outlined in the Park Impact Fee Technical Document.

B. Community and Economic Development shall maintain a schedule of current park impact fee rates.

C. At least one copy of the Park Impact Fee Technical Document adopted by the City Council including the current park impact fee schedule as calculated there under, shall be filed in the Office of the City Clerk for use and examination by the public.

Section 3. The revised City of Vancouver Park Impact Fee Technical Document, dated September 2019 and attached hereto as Exhibit A, is hereby adopted.

Section 4. Effective Date. This ordinance shall go into effect 15 days after adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of September, 2019.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, Acting City Attorney

SUMMARY

ORDINANCE NO. ___________

AN ORDINANCE relating to park impact fees, amending VMC 20.915.030 and VMC 20.915.050, amending the Park Impact Fee Technical Document, and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Item #3.

Staff Report 122-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/9/2019

SUBJECT 2019-2020 Collective Bargaining Agreement with Joint Labor Coalition

Key Points

- New two-year collective bargaining agreement (CBA) effective January 1, 2019 – December 31, 2020. This aligns the JLC bargaining cycle with other non-public safety union agreements.
- 2% salary schedule adjustment for covered classifications for each calendar year, effective January 1, 2019, through December 31, 2020
- Incorporates the results of the City's 2018 market study for JLC positions
- Maintains the City health care contribution of up to 5% of any increasing premium costs each year for the life of the contract
- Increases the tool and safety boot replacement allowance modestly for Mechanics and Vehicle Service Workers
- Allows a union representative access to new employees within the first ninety (90) days of the employee's start date for the purpose of presenting information about the bargaining unit in accordance with recently approved Senate Bill 6229
- Requires employees to obtain a Commercial Driver's License (CDL) permit within six months of hire
- Incorporates a Senior Emergency Equipment Mechanic classification into the pay schedule
- Adds language clarifying overtime procedures for Teamster employees
- Extends grievance procedure timelines from five (5) to ten (10) working days.
- Provides for a $700 one-time ratification bonus payable on the first full pay period after

Council ratification.

Strategic Plan Alignment

N/A

Present Situation

The labor agreement between the City and the Joint Labor Coalition unit expired on December 31, 2018. The parties were able to work through a collaborative process and consensual decision making on many of the provisions for a new three-year agreement. The labor agreement is being brought to Council for approval.

Advantage(s)

If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Disadvantage(s)

There are no known disadvantages to ratifying.

Budget Impact

Funding for the wage adjustments resulting from ratification of the 2019-2020 collective bargaining agreement with the Joint Labor Coalition is available in the budget.

Prior Council Review

None

Action Requested

On September 9, 2019, authorize the City Manager or his designee to sign the 2019-2020 Collective Bargaining Agreement with the Joint Labor Coalition.

Lenda Crawford, Deputy City Manager, 487-8600

ATTACHMENTS:

- 2019-2020 JLC Redline Contract
- 2019-2020 JLC Contract

This staff report references the terms and conditions of the request for approval. Any document referred to herein and that is not attached may be reviewed prior to the City Council meeting in the office of the City Manager. Documents may be reviewed following scheduled Council meetings in the office of Central Records, 415 West 6th Street, Vancouver, WA. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Agreement

by and between

City of Vancouver

and

Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, 201~~7~~9 – December 31, 20~~18~~20

Joint Labor Coalition Contract
Table of Contents

Joint Labor Coalition
Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.

1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.

1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.

1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.

1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.

1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.

2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.

2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;

3.1.2 To determine the number of employees to be employed;

3.1.3 To hire employees, determine their qualifications and assign and direct their work;

3.1.4 To evaluate employees' performance;

3.1.5 To set the standards of productivity, and the services to be provided;

3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;

3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;

3.1.8 Determine the methods, processes and means of providing municipal services;

3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.

3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

4.1.1 ~~All employees of the Employer as defined in 1.1 (1.1.1 – 1.1.3), above of this agreement who are or become members of the Union on or after the effective date of this agreement or the 30th day following the beginning of their employment with the Employer, whichever date is later, shall as a condition of continued employment maintain their membership in good standing in the Union during the life of this agreement.~~ The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.2 ~~Those employees of the Employer as defined in 1.1 (1.1.1 – 1.1.3), above, who are not or have not become members of the Union on or after the effective date of this agreement shall be required to join the Union as a condition of continued employment and maintain their membership in good standing in the Union during the life of this agreement.~~ Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in 1.1 ~~(1.1.1–1.1.3), above, who are hired on or after the effective date of this agreement shall be required to join the Union as a condition of continued employment with the Employer within 30 days from the date of employment.~~ ~~T~~to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

~~4.1.4 In the event an employee member of the Union as defined in 1.1, above, fails to maintain their membership in the Union in good standing therein by the regular payment of dues, the Union will notify the Employer in writing, through Human Resources (HR) of such~~

~~employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that his/her employment status with the Employer is in jeopardy and that failure to meet his/her membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.~~

4.1.~~5~~4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay his/her Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.

4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:

a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.

b. Twice each year, and upon request by a Coalition union, the Employer shall provide, within 14 calendar days of the request, a list of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.

c. Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.

4.1.7 The Union shall defend, indemnify and hold harmless the ~~Employer~~ City and its officials, representatives and agents- against any and all claims, suits orders, judgments, or liability arising from this Article.~~, Section 4.1.4~~.

5. Union Representatives and Union Activity

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:

1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee's start date; and
2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
3. Access shall occur during the employee~~s~~'s regular working hours at the employee's regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.

5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.

5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City telephones or computers related to Union business

a. City telephones or computers is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

b. The uses cited in "5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

6.1 The Employer and the Union's signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.

7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.

7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.

7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.

7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition, and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.

8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

8.3.1 All applications will be collected directly by the Human Resources Department.

8.3.2 The Employer shall first view internal applications.

8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing need as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.

9. Probation

9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, he/she will be placed on a reinstatement list for their original position or same classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule
The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift
Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)
Second shift - 5:00 a.m. to 11:59 a.m. (day shift)
Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods
Each employee shall be given a 20 minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix "A".

All employees in the Joint Labor Coalition who are eligible to vote for contract ratification shall receive on the first full pay period following Council ratification a one-time gross payment of $700 per member. This one-time payment will be pro-rated for part-time members (e.g. a .75 FTE will receive $525).

Salary adjustments shall be calculated from step 1 of range 1.

11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1st through 15th	25th
16th through end of month	10th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees will move through the defined salary steps on an annual basis, based on adjusted ~~service~~ salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

11.2.1 Promoted Employees

At the time of promotion, ~~promoted~~ employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

11.3 The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of $150.00 per week or $21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1½).

11.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time)for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents ($1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars ($2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned by management, in writing, to perfom the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above his/her current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st though the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.1.4 "Unscheduled PTO" is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee's timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option. At the employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. Holidays

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the employee. Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

14.1 Employees covered by this agreement will be provided insurance benefits as follows:

14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of $1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 **Health Insurance.**

A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. **Medical**
- i. HMO Plan
- ii. HMO Plan – CDHP (Consumer Driven Health Plan)
- iii. PPO Plan
- iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. **Dental**
- i. PPO Plan
- ii. HMO Plan

B. **Consumer Driven Health Plans (CDHP).**

a. CDHP's will include a Health Savings Account (HSA).

- i. The City will make a contribution to the Employee's HSA in the following amounts:
  1. Employee-only coverage - $1,500
  2. Employee plus one or more dependents - $3,000

b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **Premiums.**

201~~7~~9 & 20~~18~~20. Beginning January 1, 201~~7~~9 and January 1, 20~~18~~20, the City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%. See appendix C for a copy of the 2019 healthcare rates. Rates for 2020 are subject to change.

E. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

F. **Flexible Spending Account (FSA).**

a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimburseable medical costs, dependent care costs, or premium sharing costs.

b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 **Dental Insurance.**

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to -one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

19.1.1 An opportunity for each employee to develop the skill required to obtain the license.

19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.

19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.

19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.

19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.

19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.

19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

a. a taxable cash incentive ($25) for bicycling, walking, or carpooling to work; or
b. 100% of the cost of a bus pass; or
c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 *Definition*

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 *Procedure*

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
b. Indicate the date(s) of the incident(s) grieved.
c. Specify the remedy or solution to the grievance sought by the employee(s).
d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ~~five (5)~~ ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ~~five (5)~~ ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ~~five (5)~~ ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ~~five (5)~~ ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2 .~~-~~The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within ~~five (5)~~ ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to “working days” in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon his/her return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.

22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.

22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

23.1 Each employee's job performance shall be reviewed and evaluated at least annually.

23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.

26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:

26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.

26.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.

26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be make in the following order:

26.3.1 Category 1[Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.

26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.

26.3.3 Any exception to this will be mutually agreed to by the Union and City.

26.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, he/she may “bump” the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days’ notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.

26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement.

Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.

26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in his/her address or telephone number while on layoff status.

26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which he/she was laid off.

26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

26.9.3 The employee requests in writing to be removed from the reinstatement list.

26.9.4 The employee resigns or retires.

Definitions:

A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.

B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.

27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.

27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.

27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.

28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 201~~7~~9 through December 31, 20~~18~~20, and shall continue in effect if renewed or extended by mutual agreement.

31.2 Not ~~less~~more than ~~sixty (60)~~ one hundred twenty (120)- days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1)

Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _______ day of __________________, 201~~7~~9.

For the Employer **For the Union**

_____________________________ _________________________________

Eric Holmes, City Manager Walter LaChapelle, Teamsters, Local #58

_____________________________ _________________________________

~~Suzi E. Schwabe, HR Director~~Lenda Crawford, Deputy City Manager Larry Warren, IAM, District Lodge #W24

____

Pat Christensen, Plumbers & Steamfitters, #290

Approved as to form:

____

~~E. Bronson Potter~~Jonathan Young, Acting City Attorney

Attest:

____

Natasha Ramras~~R. Lloyd Tyler~~, City Clerk

Appendix A - Pay Ranges

201~~7~~9 Salary Schedule adjusted by 2% effective 1-1-201~~7~~9

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,913	$ 3,015	$ 3,120	$ 3,229	$ 3,343	$ 3,460	$ 3,580	$ 3,724
1M January - June**	IAM	$ 2,518	$ 2,620	$ 2,725	$ 2,834	$ 2,948	$ 3,065	$ 3,185	$ 3,329
1M July - December**	IAM	$ 2,490	$ 2,592	$ 2,697	$ 2,806	$ 2,920	$ 3,037	$ 3,157	$ 3,301
2		$ 2,985	$ 3,090	$ 3,198	$ 3,310	$ 3,427	$ 3,547	$ 3,670	$ 3,817
3		$ 3,061	$ 3,168	$ 3,278	$ 3,393	$ 3,512	$ 3,635	$ 3,762	$ 3,913
Vehicle Service Worker I	IAM								
3M January - June**	IAM	$ 2,666	$ 2,773	$ 2,883	$ 2,998	$ 3,117	$ 3,240	$ 3,367	$ 3,518
Vehicle Service Worker I	IAM								
3M July - December**	IAM	$ 2,638	$ 2,745	$ 2,855	$ 2,970	$ 3,089	$ 3,212	$ 3,339	$ 3,490
Vehicle Service Worker I	IAM								
4		$ 3,137	$ 3,246	$ 3,360	$ 3,478	$ 3,600	$ 3,726	$ 3,857	$ 4,011
5		$ 3,216	$ 3,328	$ 3,445	$ 3,565	$ 3,690	$ 3,818	$ 3,951	$ 4,110
6		$ 3,296	$ 3,411	$ 3,531	$ 3,654	$ 3,782	$ 3,914	$ 4,051	$ 4,213
7		$ 3,378	$ 3,497	$ 3,619	$ 3,745	$ 3,877	$ 4,013	$ 4,152	$ 4,318
7M January - June**	IAM	$ 2,983	$ 3,102	$ 3,224	$ 3,350	$ 3,482	$ 3,618	$ 3,757	$ 3,923
7M July - December**	IAM	$ 2,955	$ 3,074	$ 3,196	$ 3,322	$ 3,454	$ 3,590	$ 3,729	$ 3,895
8		$ 3,463	$ 3,584	$ 3,709	$ 3,838	$ 3,973	$ 4,113	$ 4,256	$ 4,426
9		$ 3,549	$ 3,673	$ 3,803	$ 3,935	$ 4,073	$ 4,215	$ 4,363	$ 4,537
Vehicle Service Worker II	IAM								
9M January - June**	IAM	$ 3,154	$ 3,278	$ 3,408	$ 3,540	$ 3,678	$ 3,820	$ 3,968	$ 4,142
Vehicle Service Worker II - Fire	IAM								
9M July - December**	IAM	$ 3,126	$ 3,250	$ 3,380	$ 3,512	$ 3,650	$ 3,792	$ 3,940	$ 4,114
Vehicle Service Worker II - Fire	IAM								
10		$ 3,638	$ 3,765	$ 3,896	$ 4,034	$ 4,175	$ 4,320	$ 4,472	$ 4,650
10T	Teamsters	$ 3,430	$ 3,557	$ 3,688	$ 3,826	$ 3,967	$ 4,112	$ 4,264	$ 4,442
Maintenance Worker I - Grounds	Teamsters								
11		$ 3,729	$ 3,860	$ 3,994	$ 4,134	$ 4,279	$ 4,428	$ 4,583	$ 4,767
Vehicle Parts Specialist	IAM								
11M January - June**	IAM	$ 3,334	$ 3,465	$ 3,599	$ 3,739	$ 3,884	$ 4,033	$ 4,188	$ 4,372
Vehicle Parts Specialist - Fire	IAM								
11M July - December**	IAM	$ 3,306	$ 3,437	$ 3,571	$ 3,711	$ 3,856	$ 4,005	$ 4,160	$ 4,344
Vehicle Parts Specialist - Fire	IAM								

12		**$ 3,821**	**$ 3,957**	**$ 4,094**	**$ 4,237**	**$ 4,386**	**$ 4,539**	**$ 4,698**	**$ 4,886**
13		**$ 3,918**	**$ 4,055**	**$ 4,196**	**$ 4,344**	**$ 4,495**	**$ 4,652**	**$ 4,816**	**$ 5,007**
Senior Vehicle Parts Specialist	IAM								
13M January - June**	**IAM**	**$ 3,523**	**$ 3,660**	**$ 3,801**	**$ 3,949**	**$ 4,100**	**$ 4,257**	**$ 4,421**	**$ 4,612**
Senior Vehicle Parts Specialist	IAM								
13M July - December**	**IAM**	**$ 3,495**	**$ 3,632**	**$ 3,773**	**$ 3,921**	**$ 4,072**	**$ 4,229**	**$ 4,393**	**$ 4,584**
Senior Vehicle Parts Specialist	IAM								
13T	**Teamsters**	**$ 3,710**	**$ 3,847**	**$ 3,988**	**$ 4,136**	**$ 4,287**	**$ 4,444**	**$ 4,608**	**$ 4,799**
Maintenance Worker II - Grounds	Teamsters								
14		**$ 4,016**	**$ 4,155**	**$ 4,301**	**$ 4,452**	**$ 4,608**	**$ 4,770**	**$ 4,936**	**$ 5,134**
15		**$ 4,116**	**$ 4,260**	**$ 4,409**	**$ 4,563**	**$ 4,724**	**$ 4,888**	**$ 5,059**	**$ 5,261**
15T	**Teamsters**	**$ 3,908**	**$ 4,052**	**$ 4,201**	**$ 4,355**	**$ 4,516**	**$ 4,680**	**$ 4,851**	**$ 5,053**
Grounds Maintenance Specialist I	Teamsters								
16		**$ 4,219**	**$ 4,367**	**$ 4,520**	**$ 4,678**	**$ 4,841**	**$ 5,009**	**$ 5,187**	**$ 5,394**
17		**$ 4,325**	**$ 4,475**	**$ 4,632**	**$ 4,794**	**$ 4,962**	**$ 5,137**	**$ 5,315**	**$ 5,527**
17T	**Teamsters**	**$ 4,117**	**$ 4,267**	**$ 4,424**	**$ 4,586**	**$ 4,754**	**$ 4,929**	**$ 5,107**	**$ 5,319**
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		**$ 4,433**	**$ 4,587**	**$ 4,747**	**$ 4,914**	**$ 5,087**	**$ 5,264**	**$ 5,449**	**$ 5,667**
19		**$ 4,543**	**$ 4,702**	**$ 4,867**	**$ 5,037**	**$ 5,213**	**$ 5,397**	**$ 5,583**	**$ 5,808**
19T	**Teamsters**	**$ 4,335**	**$ 4,494**	**$ 4,659**	**$ 4,829**	**$ 5,005**	**$ 5,189**	**$ 5,375**	**$ 5,600**
Lead Maintenance Worker - Grounds	Teamsters								
20		**$ 4,657**	**$ 4,821**	**$ 4,989**	**$ 5,162**	**$ 5,344**	**$ 5,530**	**$ 5,724**	**$ 5,953**
Mechanic	IAM								
21		**$ 4,774**	**$ 4,940**	**$ 5,112**	**$ 5,293**	**$ 5,476**	**$ 5,669**	**$ 5,868**	**$ 6,102**
22		**$ 4,892**	**$ 5,063**	**$ 5,242**	**$ 5,423**	**$ 5,614**	**$ 5,811**	**$ 6,014**	**$ 6,255**
Building Inspector I	Plumbers & Steamfitters								
22M January - June**	**IAM**	**$ 4,497**	**$ 4,668**	**$ 4,847**	**$ 5,028**	**$ 5,219**	**$ 5,416**	**$ 5,619**	**$ 5,860**
22M July - December**	**IAM**	**$ 4,469**	**$ 4,640**	**$ 4,819**	**$ 5,000**	**$ 5,191**	**$ 5,388**	**$ 5,591**	**$ 5,832**
23		**$ 5,014**	**$ 5,191**	**$ 5,371**	**$ 5,560**	**$ 5,755**	**$ 5,955**	**$ 6,165**	**$ 6,411**
Plans Examiner I	Plumbers & Steamfitters								
24		**$ 5,141**	**$ 5,319**	**$ 5,507**	**$ 5,699**	**$ 5,898**	**$ 6,105**	**$ 6,318**	**$ 6,571**
Senior Mechanic	IAM								
Code Enforcement Officer	Plumbers & Steamfitters								
24M January - June**	**IAM**	**$ 4,746**	**$ 4,924**	**$ 5,112**	**$ 5,304**	**$ 5,503**	**$ 5,710**	**$ 5,923**	**$ 6,176**
Emergency Equipment Mechanic	IAM								
24M July - December**	**IAM**	**$ 4,718**	**$ 4,896**	**$ 5,084**	**$ 5,276**	**$ 5,475**	**$ 5,682**	**$ 5,895**	**$ 6,148**
Emergency Equipment Mechanic	IAM								
25		**$ 5,268**	**$ 5,453**	**$ 5,643**	**$ 5,841**	**$ 6,046**	**$ 6,258**	**$ 6,477**	**$ 6,735**

26		$ 5,401	$ 5,589	$ 5,784	$ 5,987	$ 6,198	$ 6,414	$ 6,638	$ 6,904
26M January - June**	**IAM**	$ 5,006	$ 5,194	$ 5,389	$ 5,592	$ 5,803	$ 6,019	$ 6,243	$ 6,509
26M July - December**	**IAM**	$ 4,978	$ 5,166	$ 5,361	$ 5,564	$ 5,775	$ 5,991	$ 6,215	$ 6,481
27		$ 5,535	$ 5,729	$ 5,930	$ 6,137	$ 6,353	$ 6,574	$ 6,804	$ 7,076
Plans Examiner II	Plumbers & Steamfitters								
28		$ 5,673	$ 5,873	$ 6,078	$ 6,291	$ 6,511	$ 6,739	$ 6,974	$ 7,253
Building Inspector II	Plumbers & Steamfitters								
28M January - June**	**IAM**	$ 5,278	$ 5,478	$ 5,683	$ 5,896	$ 6,116	$ 6,344	$ 6,579	$ 6,858
Senior Emergency Equipment Mechanic	IAM								
28M July - December**	**IAM**	$ 5,250	$ 5,450	$ 5,655	$ 5,868	$ 6,088	$ 6,316	$ 6,551	$ 6,830
Senior Emergency Equipment Mechanic	IAM								
28T	**Teamsters**	$ 5,465	$ 5,665	$ 5,870	$ 6,083	$ 6,303	$ 6,531	$ 6,766	$ 7,045
29		$ 5,816	$ 6,019	$ 6,229	$ 6,448	$ 6,674	$ 6,907	$ 7,148	$ 7,435
30		$ 5,961	$ 6,170	$ 6,385	$ 6,610	$ 6,841	$ 7,079	$ 7,328	$ 7,621
30T	**Teamsters**	$ 5,753	$ 5,962	$ 6,177	$ 6,402	$ 6,633	$ 6,871	$ 7,120	$ 7,413
Public Works Supervisor - Grounds	Teamsters								
31		$ 6,110	$ 6,324	$ 6,545	$ 6,774	$ 7,011	$ 7,257	$ 7,510	$ 7,811
Plans Examiner III	Plumbers & Steamfitters								
32		$ 6,262	$ 6,482	$ 6,709	$ 6,943	$ 7,186	$ 7,438	$ 7,698	$ 8,007
Building Inspector III	Plumbers & Steamfitters								
33		$ 6,419	$ 6,644	$ 6,877	$ 7,118	$ 7,366	$ 7,625	$ 7,892	$ 8,207
Plans Examiner IV	Plumbers & Steamfitters								
34		$ 6,579	$ 6,810	$ 7,049	$ 7,296	$ 7,550	$ 7,816	$ 8,089	$ 8,412
Lead Building Inspector	Plumbers & Steamfitters								

**** Pension Rehab Contribution Reduction:**
1-1-19 to 6-30-19: $2.28
7-1-19 to 12-31-19: $2.44

Joint Coalition 2017 Salary Ranges

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,800	$ 2,898	$ 2,999	$ 3,104	$ 3,213	$ 3,325	$ 3,441	$ 3,579
Vehicle Service Worker I	IAM								
2		$ 2,869	$ 2,970	$ 3,074	$ 3,181	$ 3,294	$ 3,409	$ 3,527	$ 3,669
3		$ 2,942	$ 3,045	$ 3,151	$ 3,261	$ 3,375	$ 3,494	$ 3,616	$ 3,761
4		$ 3,015	$ 3,120	$ 3,229	$ 3,343	$ 3,460	$ 3,581	$ 3,707	$ 3,855
5		$ 3,091	$ 3,199	$ 3,311	$ 3,426	$ 3,547	$ 3,670	$ 3,798	$ 3,950
6		$ 3,168	$ 3,278	$ 3,394	$ 3,512	$ 3,635	$ 3,762	$ 3,894	$ 4,049
7		$ 3,247	$ 3,361	$ 3,478	$ 3,600	$ 3,726	$ 3,857	$ 3,991	$ 4,150
Vehicle Service Worker II	IAM								
8		$ 3,328	$ 3,445	$ 3,565	$ 3,689	$ 3,819	$ 3,953	$ 4,091	$ 4,254
9		$ 3,411	$ 3,530	$ 3,655	$ 3,782	$ 3,915	$ 4,051	$ 4,193	$ 4,361
Vehicle Parts Specialist	IAM								
9M (1-1-17 to 6-30-17)		$ 3,071	$ 3,190	$ 3,315	$ 3,442	$ 3,575	$ 3,711	$ 3,853	$ 4,021
Vehicle Parts Specialist	IAM - Fire Shop								
9M (7-1-17 to 12-31-17)		$ 3,044	$ 3,163	$ 3,288	$ 3,415	$ 3,548	$ 3,684	$ 3,826	$ 3,994
Vehicle Parts Specialist	IAM - Fire Shop								
10		$ 3,497	$ 3,619	$ 3,745	$ 3,877	$ 4,013	$ 4,152	$ 4,298	$ 4,470
10T	**Teamsters**	$ 3,358	$ 3,480	$ 3,606	$ 3,738	$ 3,874	$ 4,013	$ 4,159	$ 4,331
Maintenance Worker I - Grounds	Teamsters								
11	**IAM**	$ 3,584	$ 3,710	$ 3,839	$ 3,974	$ 4,113	$ 4,256	$ 4,405	$ 4,582
Senior Vehicle Parts Specialist	IAM								
12		$ 3,673	$ 3,803	$ 3,935	$ 4,073	$ 4,216	$ 4,363	$ 4,516	$ 4,696
13		$ 3,766	$ 3,897	$ 4,033	$ 4,175	$ 4,321	$ 4,472	$ 4,629	$ 4,813
13T	**Teamsters**	$ 3,627	$ 3,758	$ 3,894	$ 4,036	$ 4,182	$ 4,333	$ 4,490	$ 4,674
Maintenance Worker II - Grounds	Teamsters								
14		$ 3,860	$ 3,994	$ 4,134	$ 4,279	$ 4,429	$ 4,584	$ 4,744	$ 4,934
15		$ 3,956	$ 4,094	$ 4,238	$ 4,386	$ 4,540	$ 4,698	$ 4,863	$ 5,057
15T	**Teamsters**	$ 3,817	$ 3,955	$ 4,099	$ 4,247	$ 4,401	$ 4,559	$ 4,724	$ 4,918
Grounds Maintenance Specialist I	Teamsters								

Joint Coalition 2017 Salary Ranges									
Range Number	**Bargaining Unit**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
16		$ 4,055	$ 4,197	$ 4,344	$ 4,496	$ 4,653	$ 4,815	$ 4,985	$ 5,184
17		$ 4,157	$ 4,301	$ 4,452	$ 4,608	$ 4,770	$ 4,937	$ 5,109	$ 5,313
17T	**Teamsters**	$ 4,018	$ 4,162	$ 4,313	$ 4,469	$ 4,631	$ 4,798	$ 4,970	$ 5,174
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		$ 4,261	$ 4,409	$ 4,563	$ 4,724	$ 4,889	$ 5,060	$ 5,237	$ 5,447
Mechanic	IAM								
19		$ 4,367	$ 4,520	$ 4,678	$ 4,841	$ 5,011	$ 5,187	$ 5,367	$ 5,582
Building Inspector I	Plumbers & Steamfitters								
19T	**Teamsters**	$ 4,228	$ 4,381	$ 4,539	$ 4,702	$ 4,872	$ 5,048	$ 5,228	$ 5,443
Lead Maintenance Worker - Grounds	Teamsters								
20		$ 4,476	$ 4,633	$ 4,795	$ 4,962	$ 5,136	$ 5,316	$ 5,502	$ 5,722
Plans Examiner I	Plumbers & Steamfitters								
21		$ 4,588	$ 4,748	$ 4,914	$ 5,087	$ 5,264	$ 5,449	$ 5,640	$ 5,865
22		$ 4,702	$ 4,867	$ 5,038	$ 5,213	$ 5,396	$ 5,585	$ 5,780	$ 6,012
Code Enforcement Officer	Plumbers & Steamfitters								
Senior Mechanic	IAM								
22M (1-1-17 to 6-30-17)**		$ 4,362	$ 4,527	$ 4,698	$ 4,873	$ 5,056	$ 5,245	$ 5,440	$ 5,672
Emergency Equipment Mechanic	IAM - Fire Shop								
22M (7-1-17 to 12-31-17)**		$ 4,335	$ 4,500	$ 4,671	$ 4,846	$ 5,029	$ 5,218	$ 5,413	$ 5,645
Emergency Equipment Mechanic	IAM - Fire Shop								
23		$ 4,820	$ 4,989	$ 5,163	$ 5,344	$ 5,531	$ 5,724	$ 5,925	$ 6,162
24		$ 4,941	$ 5,113	$ 5,293	$ 5,477	$ 5,669	$ 5,868	$ 6,073	$ 6,316
Plans Examiner II	Plumbers & Steamfitters								
25		$ 5,064	$ 5,241	$ 5,424	$ 5,614	$ 5,811	$ 6,015	$ 6,225	$ 6,474
Building Inspector II	Plumbers & Steamfitters								
26		$ 5,191	$ 5,372	$ 5,560	$ 5,755	$ 5,957	$ 6,165	$ 6,380	$ 6,636
27		$ 5,320	$ 5,507	$ 5,700	$ 5,899	$ 6,106	$ 6,319	$ 6,540	$ 6,801
28		$ 5,453	$ 5,645	$ 5,842	$ 6,047	$ 6,258	$ 6,477	$ 6,703	$ 6,972
Plans Examiner III	Plumbers & Steamfitters								
28T	**Teamsters**	$ 5,314	$ 5,506	$ 5,703	$ 5,908	$ 6,119	$ 6,338	$ 6,564	$ 6,833
Public Works Supervisor - Grounds	Teamsters								

Joint Coalition 2017 Salary Ranges									
Range Number	**Bargaining Unit**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
29		$ 5,590	$ 5,785	$ 5,987	$ 6,198	$ 6,415	$ 6,639	$ 6,871	$ 7,146
Building Inspector III	Plumbers & Steamfitters								
30		$ 5,729	$ 5,930	$ 6,137	$ 6,353	$ 6,575	$ 6,804	$ 7,043	$ 7,325
31		$ 5,873	$ 6,078	$ 6,291	$ 6,511	$ 6,739	$ 6,975	$ 7,219	$ 7,508
32		$ 6,019	$ 6,230	$ 6,448	$ 6,674	$ 6,907	$ 7,149	$ 7,399	$ 7,696
Plans Examiner IV	Plumbers & Steamfitters								
33		$ 6,170	$ 6,386	$ 6,610	$ 6,841	$ 7,080	$ 7,328	$ 7,585	$ 7,888
Lead Building Inspector	Plumbers & Steamfitters								

**Pension Rehab Contribution Reduction:
1-1-2017 to 6-30-2017: $1.96/hr
7-1-2017 to 12-31-2017: $2.12/hr

20~~18~~20 Salary Schedule adjusted by 2% effective 1-1-20~~18~~20

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,971	$ 3,075	$ 3,182	$ 3,294	$ 3,410	$ 3,529	$ 3,652	$ 3,798
1M January - June**	**IAM**	$ 2,548	$ 2,652	$ 2,759	$ 2,871	$ 2,987	$ 3,106	$ 3,229	$ 3,375
1M July - December**	**IAM**	$ 2,520	$ 2,624	$ 2,731	$ 2,843	$ 2,959	$ 3,078	$ 3,201	$ 3,347
2		$ 3,045	$ 3,152	$ 3,262	$ 3,376	$ 3,496	$ 3,618	$ 3,743	$ 3,893
3		$ 3,122	$ 3,231	$ 3,344	$ 3,461	$ 3,582	$ 3,708	$ 3,837	$ 3,991
Vehicle Service Worker I	IAM								
3M January - June**	**IAM**	$ 2,699	$ 2,808	$ 2,921	$ 3,038	$ 3,159	$ 3,285	$ 3,414	$ 3,568
Vehicle Service Worker I	IAM								
3M July - December**	**IAM**	$ 2,671	$ 2,780	$ 2,893	$ 3,010	$ 3,131	$ 3,257	$ 3,386	$ 3,540
Vehicle Service Worker I	IAM								
4		$ 3,200	$ 3,311	$ 3,427	$ 3,548	$ 3,672	$ 3,801	$ 3,934	$ 4,091
5		$ 3,280	$ 3,395	$ 3,514	$ 3,636	$ 3,764	$ 3,894	$ 4,030	$ 4,192
6		$ 3,362	$ 3,479	$ 3,602	$ 3,727	$ 3,858	$ 3,992	$ 4,132	$ 4,297
7		$ 3,446	$ 3,567	$ 3,691	$ 3,820	$ 3,955	$ 4,093	$ 4,235	$ 4,404
7M January - June**	**IAM**	$ 3,023	$ 3,144	$ 3,268	$ 3,397	$ 3,532	$ 3,670	$ 3,812	$ 3,981
7M July - December**	**IAM**	$ 2,995	$ 3,116	$ 3,240	$ 3,369	$ 3,504	$ 3,642	$ 3,784	$ 3,953
8		$ 3,532	$ 3,656	$ 3,783	$ 3,915	$ 4,052	$ 4,195	$ 4,341	$ 4,515
9		$ 3,620	$ 3,746	$ 3,879	$ 4,014	$ 4,154	$ 4,299	$ 4,450	$ 4,628
Vehicle Service Worker II	IAM								
9M January - June**	**IAM**	$ 3,197	$ 3,323	$ 3,456	$ 3,591	$ 3,731	$ 3,876	$ 4,027	$ 4,205
Vehicle Service Worker II - Fire	IAM								
9M July - December**	**IAM**	$ 3,169	$ 3,295	$ 3,428	$ 3,563	$ 3,703	$ 3,848	$ 3,999	$ 4,177
Vehicle Service Worker II - Fire	IAM								
10		$ 3,711	$ 3,840	$ 3,974	$ 4,115	$ 4,259	$ 4,406	$ 4,561	$ 4,743
10T	**Teamsters**	$ 3,503	$ 3,632	$ 3,766	$ 3,907	$ 4,051	$ 4,198	$ 4,353	$ 4,535
Maintenance Worker I - Grounds	Teamsters								
11		$ 3,804	$ 3,937	$ 4,074	$ 4,217	$ 4,365	$ 4,517	$ 4,675	$ 4,862
Vehicle Parts Specialist	IAM								
11M January - June**	**IAM**	$ 3,381	$ 3,514	$ 3,651	$ 3,794	$ 3,942	$ 4,094	$ 4,252	$ 4,439
Vehicle Parts Specialist - Fire	IAM								
11M July - December**	**IAM**	$ 3,353	$ 3,486	$ 3,623	$ 3,766	$ 3,914	$ 4,066	$ 4,224	$ 4,411
Vehicle Parts Specialist - Fire	IAM								

12		$ 3,897	$ 4,036	$ 4,176	$ 4,322	$ 4,474	$ 4,630	$ 4,792	$ 4,984
13		$ 3,996	$ 4,136	$ 4,280	$ 4,431	$ 4,585	$ 4,745	$ 4,912	$ 5,107
Senior Vehicle Parts Specialist	IAM								
13M January - June**	IAM	$ 3,573	$ 3,713	$ 3,857	$ 4,008	$ 4,162	$ 4,322	$ 4,489	$ 4,684
Senior Vehicle Parts Specialist	IAM								
13M July - December**	IAM	$ 3,545	$ 3,685	$ 3,829	$ 3,980	$ 4,134	$ 4,294	$ 4,461	$ 4,656
Senior Vehicle Parts Specialist	IAM								
13T	Teamsters	$ 3,788	$ 3,928	$ 4,072	$ 4,223	$ 4,377	$ 4,537	$ 4,704	$ 4,899
Maintenance Worker II - Grounds	Teamsters								
14		$ 4,096	$ 4,238	$ 4,387	$ 4,541	$ 4,700	$ 4,865	$ 5,035	$ 5,237
15		$ 4,198	$ 4,345	$ 4,497	$ 4,654	$ 4,818	$ 4,986	$ 5,160	$ 5,366
15T	Teamsters	$ 3,990	$ 4,137	$ 4,289	$ 4,446	$ 4,610	$ 4,778	$ 4,952	$ 5,158
Grounds Maintenance Specialist I	Teamsters								
16		$ 4,303	$ 4,454	$ 4,610	$ 4,772	$ 4,938	$ 5,109	$ 5,291	$ 5,502
17		$ 4,412	$ 4,565	$ 4,725	$ 4,890	$ 5,061	$ 5,240	$ 5,421	$ 5,638
17T	Teamsters	$ 4,204	$ 4,357	$ 4,517	$ 4,682	$ 4,853	$ 5,032	$ 5,213	$ 5,430
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		$ 4,522	$ 4,679	$ 4,842	$ 5,012	$ 5,189	$ 5,369	$ 5,558	$ 5,780
19		$ 4,634	$ 4,796	$ 4,964	$ 5,138	$ 5,317	$ 5,505	$ 5,695	$ 5,924
19T	Teamsters	$ 4,426	$ 4,588	$ 4,756	$ 4,930	$ 5,109	$ 5,297	$ 5,487	$ 5,716
Lead Maintenance Worker - Grounds	Teamsters								
20		$ 4,750	$ 4,917	$ 5,089	$ 5,265	$ 5,451	$ 5,641	$ 5,838	$ 6,072
Mechanic	IAM								
21		$ 4,869	$ 5,039	$ 5,214	$ 5,399	$ 5,586	$ 5,782	$ 5,985	$ 6,224
22		$ 4,990	$ 5,164	$ 5,347	$ 5,531	$ 5,726	$ 5,927	$ 6,134	$ 6,380
Building Inspector I	Plumbers & Steamfitters								
22M January - June**	IAM	$ 4,567	$ 4,741	$ 4,924	$ 5,108	$ 5,303	$ 5,504	$ 5,711	$ 5,957
22M July - December**	IAM	$ 4,539	$ 4,713	$ 4,896	$ 5,080	$ 5,275	$ 5,476	$ 5,683	$ 5,929
23		$ 5,114	$ 5,295	$ 5,478	$ 5,671	$ 5,870	$ 6,074	$ 6,288	$ 6,539
Plans Examiner I	Plumbers & Steamfitters								
24		$ 5,244	$ 5,425	$ 5,617	$ 5,813	$ 6,016	$ 6,227	$ 6,444	$ 6,702
Senior Mechanic	IAM								
Code Enforcement Officer	Plumbers & Steamfitters								
24M January - June**	IAM	$ 4,821	$ 5,002	$ 5,194	$ 5,390	$ 5,593	$ 5,804	$ 6,021	$ 6,279
Emergency Equipment Mechanic	IAM								
24M July - December**	IAM	$ 4,793	$ 4,974	$ 5,166	$ 5,362	$ 5,565	$ 5,776	$ 5,993	$ 6,251
Emergency Equipment Mechanic	IAM								
25		$ 5,373	$ 5,562	$ 5,756	$ 5,958	$ 6,167	$ 6,383	$ 6,607	$ 6,870

26		$ 5,509	$ 5,701	$ 5,900	$ 6,107	$ 6,322	$ 6,542	$ 6,771	$ 7,042
26M January - June**	**IAM**	$ 5,086	$ 5,278	$ 5,477	$ 5,684	$ 5,899	$ 6,119	$ 6,348	$ 6,619
26M July - December**	**IAM**	$ 5,058	$ 5,250	$ 5,449	$ 5,656	$ 5,871	$ 6,091	$ 6,320	$ 6,591
27		$ 5,646	$ 5,844	$ 6,049	$ 6,260	$ 6,480	$ 6,705	$ 6,940	$ 7,218
Plans Examiner II	Plumbers & Steamfitters								
28		$ 3,280	$ 3,395	$ 3,514	$ 3,636	$ 3,764	$ 3,894	$ 4,030	$ 4,192
Building Inspector II	Plumbers & Steamfitters								
28M January - June**	**IAM**	$ 2,857	$ 2,972	$ 3,091	$ 3,213	$ 3,341	$ 3,471	$ 3,607	$ 3,769
Senior Emergency Equipment Mechanic	IAM								
28M July - December**	**IAM**	$ 2,829	$ 2,944	$ 3,063	$ 3,185	$ 3,313	$ 3,443	$ 3,579	$ 3,741
Senior Emergency Equipment Mechanic	IAM								
28T	**Teamsters**	$ 3,072	$ 3,187	$ 3,306	$ 3,428	$ 3,556	$ 3,686	$ 3,822	$ 3,984
29		$ 5,932	$ 6,139	$ 6,354	$ 6,577	$ 6,807	$ 7,045	$ 7,291	$ 7,584
30		$ 6,080	$ 6,293	$ 6,513	$ 6,742	$ 6,978	$ 7,221	$ 7,475	$ 7,773
30T	**Teamsters**	$ 5,872	$ 6,085	$ 6,305	$ 6,534	$ 6,770	$ 7,013	$ 7,267	$ 7,565
Public Works Supervisor - Grounds	Teamsters								
31		$ 6,232	$ 6,450	$ 6,676	$ 6,909	$ 7,151	$ 7,402	$ 7,660	$ 7,967
Plans Examiner III	Plumbers & Steamfitters								
32		$ 6,387	$ 6,612	$ 6,843	$ 7,082	$ 7,330	$ 7,587	$ 7,852	$ 8,167
Building Inspector III	Plumbers & Steamfitters								
33		$ 6,547	$ 6,777	$ 7,015	$ 7,260	$ 7,513	$ 7,778	$ 8,050	$ 8,371
Plans Examiner IV	Plumbers & Steamfitters								
34		$ 6,711	$ 6,946	$ 7,190	$ 7,442	$ 7,701	$ 7,972	$ 8,251	$ 8,580
Lead Building Inspector	Plumbers & Steamfitters								
**** Pension Rehab Contribution Reduction:**									
1-1-20 to 6-30-20: $2.44									
7-1-20 to 12-31-20: $2.60									

Joint Coalition 2018 Salary Ranges

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,856	$ 2,956	$ 3,059	$ 3,166	$ 3,277	$ 3,392	$ 3,510	$ 3,651
Vehicle Service Worker I	IAM								
2		$ 2,926	$ 3,029	$ 3,135	$ 3,245	$ 3,360	$ 3,477	$ 3,598	$ 3,742
3		$ 3,001	$ 3,106	$ 3,214	$ 3,326	$ 3,443	$ 3,564	$ 3,688	$ 3,836
4		$ 3,075	$ 3,182	$ 3,294	$ 3,410	$ 3,529	$ 3,653	$ 3,781	$ 3,932
5		$ 3,153	$ 3,263	$ 3,377	$ 3,495	$ 3,618	$ 3,743	$ 3,874	$ 4,029
~~6~~		~~$ 3,231~~	~~$ 3,344~~	~~$ 3,462~~	~~$ 3,582~~	~~$ 3,708~~	~~$ 3,837~~	~~$ 3,972~~	~~$ 4,130~~
7		$ 3,312	$ 3,428	$ 3,548	$ 3,672	$ 3,801	$ 3,934	$ 4,071	$ 4,233
Vehicle Service Worker II	IAM								
8		$ 3,395	$ 3,514	$ 3,636	$ 3,763	$ 3,895	$ 4,032	$ 4,173	$ 4,339
9		$ 3,479	$ 3,601	$ 3,728	$ 3,858	$ 3,993	$ 4,132	$ 4,277	$ 4,448
Vehicle Parts Specialist	IAM								
9M (1-1-18 to 6-30-18)		$ 3,112	$ 3,234	$ 3,361	$ 3,491	$ 3,626	$ 3,765	$ 3,910	$ 4,081
Vehicle Parts Specialist	IAM - Fire Shop								
9M (7-1-18 to 12-31-18)		$ 3,084	$ 3,206	$ 3,333	$ 3,463	$ 3,598	$ 3,737	$ 3,882	$ 4,053
Vehicle Parts Specialist	IAM - Fire Shop								

Joint Coalition 2018 Salary Ranges

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10		$ 3,567	$ 3,691	$ 3,820	$ 3,955	$ 4,093	$ 4,235	$ 4,384	$ 4,559
10T	**Teamsters**	$ 3,428	$ 3,552	$ 3,681	$ 3,816	$ 3,954	$ 4,096	$ 4,245	$ 4,420
Maintenance Worker I - Grounds	Teamsters								
11		$ 3,656	$ 3,784	$ 3,916	$ 4,053	$ 4,195	$ 4,341	$ 4,493	$ 4,674
Senior Vehicle Parts Specialist	IAM								
12		$ 3,746	$ 3,879	$ 4,014	$ 4,154	$ 4,300	$ 4,450	$ 4,606	$ 4,790
13		$ 3,841	$ 3,975	$ 4,114	$ 4,259	$ 4,407	$ 4,561	$ 4,722	$ 4,909
13T	**Teamsters**	$ 3,702	$ 3,836	$ 3,975	$ 4,120	$ 4,268	$ 4,422	$ 4,583	$ 4,770
Maintenance Worker II - Grounds	Teamsters								
14		$ 3,937	$ 4,074	$ 4,217	$ 4,365	$ 4,518	$ 4,676	$ 4,839	$ 5,033
15		$ 4,035	$ 4,176	$ 4,323	$ 4,474	$ 4,631	$ 4,792	$ 4,960	$ 5,158
15T	**Teamsters**	$ 3,896	$ 4,037	$ 4,184	$ 4,335	$ 4,492	$ 4,653	$ 4,821	$ 5,019
Grounds Maintenance Specialist I	Teamsters								
16		$ 4,136	$ 4,281	$ 4,431	$ 4,586	$ 4,746	$ 4,911	$ 5,085	$ 5,288
17		$ 4,240	$ 4,387	$ 4,541	$ 4,700	$ 4,865	$ 5,036	$ 5,211	$ 5,419
17T	**Teamsters**	$ 4,101	$ 4,248	$ 4,402	$ 4,561	$ 4,726	$ 4,897	$ 5,072	$ 5,280
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		$ 4,346	$ 4,497	$ 4,654	$ 4,818	$ 4,987	$ 5,161	$ 5,342	$ 5,556
Mechanic	IAM								
19		$ 4,454	$ 4,610	$ 4,772	$ 4,938	$ 5,111	$ 5,291	$ 5,474	$ 5,694
Building Inspector I	Plumbers & Steamfitters								
19T	**Teamsters**	$ 4,315	$ 4,471	$ 4,633	$ 4,799	$ 4,972	$ 5,152	$ 5,335	$ 5,555
Lead Maintenance Worker - Grounds	Teamsters								
20		$ 4,566	$ 4,726	$ 4,891	$ 5,061	$ 5,239	$ 5,422	$ 5,612	$ 5,836
Plans Examiner I	Plumbers & Steamfitters								
21		$ 4,680	$ 4,843	$ 5,012	$ 5,189	$ 5,369	$ 5,558	$ 5,753	$ 5,982
22		$ 4,796	$ 4,964	$ 5,139	$ 5,317	$ 5,504	$ 5,697	$ 5,896	$ 6,132
Code Enforcement Officer	Plumbers & Steamfitters								
Senior Mechanic	IAM								
22M (1-1-18 to 6-30-18)**		$ 4,429	$ 4,597	$ 4,772	$ 4,950	$ 5,137	$ 5,330	$ 5,529	$ 5,765
Emergency Equipment Mechanic	IAM - Fire Shop								
22M (7-1-18 to 12-31-18)**		$ 4,401	$ 4,569	$ 4,744	$ 4,922	$ 5,109	$ 5,302	$ 5,501	$ 5,737
Emergency Equipment Mechanic	IAM - Fire Shop								

Joint Coalition 2018 Salary Ranges

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
23		$ 4,916	$ 5,089	$ 5,266	$ 5,451	$ 5,642	$ 5,838	$ 6,044	$ 6,285
24		$ 5,040	$ 5,215	$ 5,399	$ 5,587	$ 5,782	$ 5,985	$ 6,194	$ 6,442
Plans Examiner II	Plumbers & Steamfitters								
25		$ 5,165	$ 5,346	$ 5,532	$ 5,726	$ 5,927	$ 6,135	$ 6,350	$ 6,603
Building Inspector II	Plumbers & Steamfitters								
26		$ 5,295	$ 5,479	$ 5,671	$ 5,870	$ 6,076	$ 6,288	$ 6,508	$ 6,769
27		$ 5,426	$ 5,617	$ 5,814	$ 6,017	$ 6,228	$ 6,445	$ 6,671	$ 6,937
28		$ 5,562	$ 5,758	$ 5,959	$ 6,168	$ 6,383	$ 6,607	$ 6,837	$ 7,111
Plans Examiner III	Plumbers & Steamfitters								
28T	**Teamsters**	$ 5,423	$ 5,619	$ 5,820	$ 6,029	$ 6,244	$ 6,468	$ 6,698	$ 6,972
Public Works Supervisor - Grounds	Teamsters								
29		$ 5,702	$ 5,901	$ 6,107	$ 6,322	$ 6,543	$ 6,772	$ 7,008	$ 7,289
Building Inspector III	Plumbers & Steamfitters								
30		$ 5,844	$ 6,049	$ 6,260	$ 6,480	$ 6,707	$ 6,940	$ 7,184	$ 7,472
31		$ 5,990	$ 6,200	$ 6,417	$ 6,641	$ 6,874	$ 7,115	$ 7,363	$ 7,658
32		$ 6,139	$ 6,355	$ 6,577	$ 6,807	$ 7,045	$ 7,292	$ 7,547	$ 7,850
Plans Examiner IV	Plumbers & Steamfitters								
33		$ 6,293	$ 6,514	$ 6,742	$ 6,978	$ 7,222	$ 7,475	$ 7,737	$ 8,046
Lead Building Inspector	Plumbers & Steamfitters								

****Pension Rehab Contribution Reduction:**
1-1-2018 to 6-30-2018: $2.12/hr
7-1-2018 to 12-31-2018: $2.28/hr

Appendix B - Paid Time Off (PTO) Accrual Schedule
Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired between January 1, 1980 and March 24, 2003**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired after March 24, 2003**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired before January 1, 1980**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

Appendix C – 2019 Union Health Insurance Costs

Insurance Options:	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost	Employee Monthly Cost Increase *(from 2018)*
Regence PPO w/VSP				
Employee only	$671.88	$617.60	**$54.28**	$26.06
Employee & Spouse	$1,411.69	$1,201.62	**$210.07**	$55.54
Family	$1,949.59	$1,626.51	**$323.08**	$76.70
Employee & Children	$1,210.12	$1,042.43	**$167.69**	$47.62
Regence PPO High-Deductible w/VSP				
Employee only	$529.23	$486.20	**$43.03**	$20.82
Employee & Spouse	$1,111.44	$1,021.04	**$90.40**	$43.73
Family	$1,534.85	$1,410.03	**$124.82**	$60.39
Employee & Children	$952.70	$875.26	**$77.44**	$37.48
Kaiser				
Employee only	$625.48	$575.02	**$50.46**	-$3.40
Employee & Spouse	$1,250.97	$1,079.75	**$171.22**	-$14.01
Family	$1,876.45	$1,584.50	**$291.95**	-$24.62
Employee & Children	$1,125.87	$978.81	**$147.06**	-$11.89
Kaiser High-Deductible				
Employee only	$435.76	$400.59	**$35.17**	-$2.37
Employee & Spouse	$871.51	$801.18	**$70.33**	-$4.74
Family	$1,307.27	$1,201.79	**$105.48**	-$7.11
Employee & Children	$784.36	$721.08	**$63.28**	-$4.27

2019 Opt-Out: $230/month (taxable income to employee)

Delta Dental Buy Up Options	Employee Share
Employee Only	$2.81
Employee & Spouse	$4.91
Family	$8.56
Employee & Children	$6.43

International Machinists Union
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.

1.2. The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.

1.3. None of the preceding work may be performed by the equipment superintendent.

1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools currently provided by the city will remain available to employees, but will not be expanded or replaced.

2.2 *Tool/Safety Boot Allowance*

2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

	2019	2020
Mechanics	$1,~~050~~125	$1,200
Senior Mechanics	$1,~~050~~125	$1,200
Emergency Equipment Mechanics	$1,~~050~~125	$1,200

	2019	2020
Vehicle Service Worker II	$~~787.50~~843.75	$900
Vehicle Service Worker I	$~~525~~562.50	$600

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that he or she owns and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over $300 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

2.3 Safety Glasses. All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of $200. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. Western Metal Industry Pension Plan

3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.

a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of "critical." The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

Effective Date	Contribution Rate
7-1-2016	$1.96
7-1-2017	$2.12
7-1-2018	$2.28
7-1-2019	$2.44
7-1-2020	$2.60
7-1-2021	$2.76

4.1 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer's work needs.

4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift.

4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at his/her request, to displace or "bump" a less senior employee from his/her job and shift.

5. Emergency Equipment Mechanics Subsection: In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. Limited PTO Sell-Back Program

6.1 Employees working in the Fire Department's Emergency Equipment (an Enterprise Fund that does a significant amount of work for outside agencies) may sell-back up to a maximum of forty (40) hours of PTO per calendar year. The payout of PTO hours would occur on a once per year basis between October 1 and November 1 annually.

7. VEBA Medical Reimbursement Plan

7.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

8. Working Out of Classification

8.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

9. Termination and Renewal

9.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _______ day of __________________, 201~~7~~9.

For the Employer **For the Union**

_____________________________ Eric Holmes, City Manager

_____________________________ Larry Warren, IAM District Lodge #W24

____

~~Suzi E. Schwabe, HR Director~~Lenda Crawford, Deputy City Manager

Approved as to form:

____

~~E. Bronson Potter~~Jonathan Young, Acting City Attorney

Attest:

____

~~R. Lloyd Tyler~~Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be give on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

3.1 Employees shall receive $1~~05~~10 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.

3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.

3.3 The Employer will, reimburse the employee for any fees paid for required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of $350 per Inspector and Code Compliance Officer and $250 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.

4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this______________ day of _______________, 201~~7~~9.

For the Employer | **For the Union**

____
Eric Holmes, City Manager

____
Pat Christensen,
Plumbers and Steamfitters, Local 290

____

~~Suzi E. Schwabe, HR Director~~Lenda Crawford, Deputy City Manager

Approved as to form:

____

~~E. Bronson Potter~~Jonathan Young, Acting City Attorney

Attest:

____

~~Lloyd Tyler~~Natasha Ramras, City Clerk

Teamsters, Local #58
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

4.1 Effective January 1, 20~~11~~16, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be ~~fifty~~ eighty cents ($0.~~50~~80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total $/Hour
1/1/12	$.60
1/1/13	$.70
1/1/14	$.80

1/1/17	$1.00
1/1/18	$1.20

All contributions to be allocated to the Basic Plan.

4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a 'Supervisory' or 'Lead' position.

4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.

4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

5.1 ~~The current practice of rotating scheduled overtime shall be continued.~~ Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.

5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.

5.3 Employees on their initial probation period may work scheduled overtime if they:

a. Possess valid CDL, if relevant to overtime and;

b. Successfully trained in operation of all equipment relevant to overtime.

c. Or work with another qualified employee.

5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task, and is approved by a supervisor/designee.

5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.

5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.

5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee's primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.

5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular ~~Assignments~~ Appointments

6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.

7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:

7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.

7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.

7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.

7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.

8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.

~~**9. Volunteer Use and Limitations**~~

~~9.1 This section is limited to establish the use of volunteer crews including instituting limitations on the same.~~

~~9.2 Volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee in conjunction with the Volunteer Coordinator or designee.~~

~~9.3 Work performed by volunteers, in general, is limited to the following:~~

~~a) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup of beach areas;~~

~~b) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;~~

~~c) Manual weeding only for park areas, right of ways and/or overgrown areas, excluding medians;~~

~~d) Use of back pack blowers;~~

~~e) Invasive vegetation removal including the use of tools for that purpose;~~
~~f) Work subject to this section shall be mutually agreed upon between the employer and the union*~~

~~*Union Stewards as designated by the union business representative to act as its volunteer coordinator for the purpose of having authorization to enter into agreement for work projects identified herein.~~

~~10~~9. Corrections Crews and Volunteer Use and Limitations

9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.

9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.

9.3 Work performed by corrections crews and volunteers is limited to the following:

a) Storm debris cleanup and removal;

b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup ~~of beach areas~~;

c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;

d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;

e) Use of weed eaters and edgers only for park perimeters, right of ways and/or overgrown areas and medians except for manicured areas;[1]

f) Use of back pack blowers;

~~Invasive vegetation removal including the use of tools for that purpose;~~

g) Hand painting ~~and graffiti removal~~ of picnic table boards;

~~g)~~h) Volunteer work shall be mutually agreed upon between the employer and the Union*

i) Other work as mutually agreed upon between the employer and the U~~u~~nion*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _______ day of ___________________, 201~~7~~9.

For the Employer **For the Union**

_____________________________ _____________________________

Eric Holmes, City Manager

Walter LaChapelle, Teamsters, Local #58

____

Lenda Crawford, Deputy City Manager~~Suzi E. Schwabe, HR Director~~

Approved as to form:

____

~~E. Bronson Potter~~Jonathan Young, Acting City Attorney

Attest:

____

Natasha Ramras~~Lloyd Tyler~~, City Clerk

Agreement

by and between

City of Vancouver

and

Joint Labor Coalition

Teamsters, Local #58
IAM, District Lodge #W24
Plumbers & Steamfitters, Local #290

January 1, 2019 – December 31, 2020

Joint Labor Coalition Contract
Table of Contents

Joint Labor Coalition
Master Agreement

This agreement is between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the Joint Labor Coalition, comprised of those local Unions and associations affiliated with national Unions and associations described herein and hereinafter referred to as the Coalition or the Union for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the Employer has recognized the Coalition as the exclusive collective bargaining representative.

1. Recognition and Bargaining Unit

1.1 The Employer hereby recognizes the Unions listed below as the exclusive bargaining representative for the purposes stated in Ch. 41.56 RCW of all regular full-time and regular half-time employees employed within the bargaining unit of this agreement and as certified by the State of Washington Public Employment Relations Commission (PERC), but shall exclude all supervisory, professional, temporary, seasonal and part-time workers or employees.

1.1.1 All employees of the Grounds Maintenance Division of the Operations Center of the Public Works Department, as indicated on Appendix A to the master agreement, represented by Local #58, International Brotherhood of Teamsters, hereinafter referred to as the Union.

1.1.2 All employees of the Equipment Services Division of the Public Works Department, including the Vancouver Fire Shop Personnel, as indicated on Appendix A to the master agreement, represented by District Lodge, #W24, International Association of Machinists, hereinafter referred to as the Union.

1.1.3 All employees of Development Review Division (DRD) as indicated on Appendix A to the master agreement, represented by the Plumbers and Steamfitters, Local #290, hereinafter referred to as the Union.

1.1.4 Seniority – At the date of ratification of the contract by all signatories to this Agreement, City seniority and bargaining unit seniority are of equal value, except for purposes of layoff and bumping as provided for in Article 26.

1.1.5 The classifications of employees covered by this agreement are set forth in Appendix A which is attached hereto and made a part of this agreement. When classification on Union inclusion cannot be agreed upon by the Employer and the Union, either party may petition PERC to review the position in question and render a written opinion of its findings that shall be binding on the Employer and the Union.

1.1.6 In instances where contract language is in conflict with addenda, the addenda takes precedence over the Master Agreement.

2. Nondiscrimination

2.1 The Employer and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, mental or physical disability, sexual orientation, active military duty or employees who have been honorably discharged, or any other criteria established by state or federal statutes, rules or regulations.

2.2 Whenever words denoting the masculine gender are used in this agreement, they are intended to apply equally to either gender.

2.3 There shall be no discrimination or harassment exercised against any employee covered by this agreement because of his or her membership or Union activities.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the workforce, is vested exclusively in the Employer, subject to the terms of this agreement. Examples of management rights include, but are not limited to:

3.1.1 To take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;

3.1.2 To determine the number of employees to be employed;

3.1.3 To hire employees, determine their qualifications and assign and direct their work;

3.1.4 To evaluate employees' performance;

3.1.5 To set the standards of productivity, and the services to be provided;

3.1.6 To control and regulate the use of facilities, equipment, and other property of the Employer;

3.1.7 To determine the number, location and operation of departments, divisions, and all other units of the Employer;

3.1.8 Determine the methods, processes and means of providing municipal services;

3.1.9 Appoint and/or lateral transfer the assignment of employees to specific jobs within their job classification or title.

3.2 The Employer has the right to introduce any and all new, improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine. This article recognizes an employee's right to use the grievance procedures set forth in Article 21 below.

4. Union Security

4.1 The terms and conditions of this agreement in regard to Union security are as follows:

4.1.1 The parties agree that the terms of this Agreement shall apply equally to all employees, as defined in Article 1.1 of this Agreement, and within the bargaining unit. Any bargaining unit employee may authorize the Employer to deduct from his/her pay the amount of Union membership dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.2 Any bargaining unit employee, as defined in Article 1.1 of this Agreement, who does not want to become a member of the Union, has the option to pay fees in an amount equal to Union dues charged by the Union for representation and services provided by the Union. This signed authorization must be in writing and forwarded to the Human Resources Department.

4.1.3 Those employees of the Employer as defined in 1.1 to this agreement, who do not elect to become a member of the Union and pay Union dues; or who do not pay fees to the Union; and who require services beyond bargaining the Agreement; may be charged fees for such services in an amount determined by the Union.

4.1.4 The Union agrees to provide the Employer with Union dues deduction assignment forms for each employee who desires to pay his/her Union dues and initiation fees by payroll deduction. The Employer will deduct such dues from the wages of the employees and forward them to the Union each month.

4.1.5 In the event an employee covered by the bargaining unit notifies the Employer that he or she no longer elects to have dues or fees deducted from their pay, the Employer shall notify the Union of the notification within five (5) working days.

4.1.6 Listing of New and Terminated Employees: The Employer agrees to notify the Union of new hires within the first thirty (30) days of employment:

a. By the 10th of the following month, a listing of bargaining unit employees hired, promoted or terminated during the previous month. Such listing shall contain the names of the employees, along with their job classification, and department.

b. Twice each year, and upon request by a Coalition union, the Employer shall provide, within 14 calendar days of the request, a list of bargaining unit members, their department/section, classification, base pay, fulltime/part-time status and city seniority date. If specifically requested, the Employer will also provide the classification seniority for employees in the bargaining unit classifications requested. The process for calculating classification seniority is manual, and if such a request is made, the Employer will work with the union(s) to provide the information within a timeframe that is acceptable to both parties.

c. Twice each year and upon request by the union, the employer shall provide, within 14 calendar days of the request, a listing of all non-represented employees, their classification and department.

4.1.7 The Union shall defend, indemnify and hold harmless the City and its officials, representatives and agents against any and all claims, suits orders, judgments, or liability arising from this Article..

5. Union Representatives and Union Activity

5.1 The Union shall inform the Employer in writing of the names of its officers, business representatives and stewards who are accredited to represent the Union, which information shall be kept up-to-date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

5.2 Union representatives may, after receiving permission from the supervisor, visit the work location of employees covered by this agreement, for the purpose of administering provisions of the agreement related to grievance processing, disciplinary action and posting of Union notices on City provided bulletin boards.

5.3 Solicitation of Union membership or collection or checking of dues will not be conducted during working hours, other than as follows:

1. Union representatives are allowed access to new employees at an agreed upon time by the City and Union, for purposes of informing the employee about the exclusive bargaining representative within the first ninety (90) days of the employee’s start date; and
2. Union representatives shall have access to new employees once for new employee orientation for no more than 30 minutes; and
3. Access shall occur during the employee’s regular working hours at the employee’s regular worksite, unless otherwise agreed.

The Employer agrees not to discriminate against any member of the Union for his or her activity in behalf of or membership in the Union, provided such activity is not carried on during working hours, except as expressly provided in this agreement.

5.4 Employee officers of the Union or stewards shall be allowed reasonable time away from their work assignment for the purposes of meetings with the City for collective bargaining, grievances or disciplinary hearings or such other legitimate activities as are mutually agreed upon between the Union and the City. City employees participating in such meetings or activities will be allowed to do so without loss of pay if scheduled during said employee's regularly scheduled work time. If meetings or activities go beyond the regularly scheduled work time, then the employees shall be on their own time not paid by the City. For the purposes of attendance at the bargaining table, including individual union addendum bargaining sessions, not more than two (2) on duty employees per Union will be present. The Plumbers and Steamfitters, Local 290 agree that they will have one (1) paid City employee at the bargaining table.

5.4.1 Employee Union representatives shall request permission from their immediate manager for time away from their work assignment. Such request shall be granted provided the time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity. Time away from their work assignment to act in the role of Union representative shall be coded on their timesheet accordingly.

5.4.2 Employee Union representatives and affected employees shall be allowed time away from their work assignment for meetings with the City. A reasonable amount of prep and debrief time necessary for these meetings shall be allowed.

5.5 City work hours shall not be used by employees or the business representatives for the conduct of Union business or the promotion of Union affairs other than stated above.

5.6 The City shall provide bulletin board space for Union notices in a conspicuous location where workers frequent regularly in each work area.

5.7 Use of City telephones or computers related to Union business

a. City telephones or computers is allowed subject to the following:

1. When such use is de minimis and incidental, such as arranging a meeting with a Union Representative.
2. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.
3. For the purpose of interacting with the City's representatives concerning Union-City business, such as setting dates for City-Union meetings, making inquiries regarding grievances, etc.

b. The uses cited in “5.7 (a) may continue only if they incur no additional cost to the City. The content of any and all communications using the City computer system is not privileged and may be subject to City review.

6. Strikes, Work Stoppages and Work Slowdowns

6.1 The Employer and the Union’s signatory to this agreement agree that the public interest requires the efficient and uninterrupted performance of all city services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with Employer functions, nor shall the city institute a lockout.

6.2 In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the Employer's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that service to the citizens of the City of Vancouver will not be affected. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline up to and including discharge.

7. Identification of Jobs

7.1 Job classifications shall be defined by the current class specification for each of the job class titles listed in Appendix A of this agreement.

7.2 The Employer shall have the sole responsibility for making work assignments. In the event of conflicting assignments from management representatives, the employee shall have the right to seek clarification from the directing management representative. The employee shall not be disciplined for following management directives.

7.3 When there is a change in the job duties assigned to an employee such that the employee is required to possess substantially different qualifications or is assigned a substantially different level of responsibility, the Employer shall conduct the classification review for the purpose of determining the appropriate job classification for the revised job. If reasonable and practical, the Employer will assign the positions to an existing class which better describes the duties assigned to the job. If there is no appropriate existing job classification, the Employer shall establish a new job classification. If the incumbent in the position is qualified for the revised job classification, he/she shall be placed in the new classification at the nearest step providing an increase. An incumbent who is not qualified for the new classification shall maintain his or her current range and continue to receive any step increases that are due.

7.4 The salary range for the new classification shall be established following Employer procedures so that the salary of the new class is competitive. The salary range shall be submitted to the Union for review. Within thirty (30) calendar days of receipt of such City notice, the Union shall notify the City of its agreement or disagreement with the City's provisional salary range for the new classification. If the Union disagrees with the salary range, it may request that the Employer shall negotiate with the Union with regard to establishment of an equitable salary range for the new job class. In the event the City and Union are unable to agree upon an equitable salary and mediation does not result in a resolution, the question may be submitted to an arbitrator under the procedures set forth in 21.3 of this agreement. The City shall have the right to employ persons at its provisional salary range during the term of negotiations, subject to full retroactive payment to all affected employees upon the conclusion of negotiations or arbitration.

7.5 If a new classification is established by the City, a notification consisting of the job specification will be provided in writing to the Union coalition.

7.6 During the life of this agreement, should the City perform a market study on wages, if any classification is above 105% or fall below 90% of the market rate, the parties agree to meet and confer on those classifications.

The City of Vancouver agrees to conduct a market study in 2020 of all positions in the Joint Labor Coalition, and will provide employees the opportunity to participate in the update of their job description.

8. Posting of Jobs

8.1 It is the desire and intent of the Employer to fill job vacancies from qualified applicants within the city before hiring new employees, providing the employees who apply have the required qualifications for the particular job.

8.2 Vacant positions will be filled from employment lists established by Human Resources except when an alternate procedure is allowed by employment policies in the case of entry level positions and flexibly staffed positions.

A flexibly staffed position is one which may be filled at the entry (I) level by an employee who may be promoted to the full working (II) level on the basis of successful performance at the entry level.

Placement on an employee list will be on the basis of examination of candidates' qualifications. Employees shall be allowed paid time off from their work schedule to participate in interviews for in-house positions. When candidates are to be examined for placement on an employment list, the City will post a notice of the examination and accept applications for seven (7) regularly scheduled working days and shall be posted in each reporting duty station subject to this Agreement where employee access to Employer provided computer systems and its internet network is not made available.

The employment list may be effective up to six months. Employees may decline consideration for appointment to a vacant position and remain on the employment list in the same rank or position.

8.3 Vacant positions may be posted on a simultaneous or internal/external basis, based on the following guidelines:

8.3.1 All applications will be collected directly by the Human Resources Department.

8.3.2 The Employer shall first view internal applications.

8.3.3 If the Employer determines that no internal candidates meet the qualifications or staffing need as stated on the job announcement, the Employer may consider the external applicants in its recruitment process.

9. Probation

9.1 A newly hired or rehired employee is subject to a six (6) month probationary period. The probationary period for new employees may be extended, with notification to the Union, to a maximum of six (6) additional months. The Employer may discipline or discharge any newly hired or rehired employee at any time during the probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

9.2 Promotions and voluntary demotions are subject to a six (6) month probationary period. The probationary period for a promotion and voluntary demotion may be extended, with notification to the Union, to a maximum of six (6) additional months.

In the event an employee does not successfully complete a promotion/voluntary demotion probationary period, the employee will be assigned to the employee's original position (if available or vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position is not available, and no other vacant position is available meeting the applicable criteria in this Article, the employee will be placed on a reinstatement list for their original position or classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.3 An employee who is transferred into a job within the same classification or accepts a lateral transfer into a different classification may serve a six (6) month probationary period as set forth in this section, if the job is significantly different than their previous job. In the event an employee does not successfully complete a transfer probationary period, the employee will be assigned to the employee's original position (if vacant) or to another vacant position for which he/she is qualified in the same class as, and at the same salary level as, the employee's original position. If the original position or another available vacant position for which the employee is qualified is not available, he/she will be placed on a reinstatement list for their original position or same classification for a maximum of thirty six (36) months. Nothing in this section shall restrict the rights of the Employer under Article 22.

9.4 Nothing in this Article shall restrict an employee's entitlement to applicable provisions impacting wages and benefits.

10. Work Week, Hours of Work, Shifts

10.1 The work week is defined as the period between 12:01 a.m., Sunday through 12:00 midnight the following Saturday, unless otherwise determined for specific employees.

10.2 Work Schedule
The normal assigned work schedule shall be five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) days of rest; not to exceed forty (40) hours of work in the work week. It is understood that the five (5) consecutive days does not imply a Monday through Friday schedule. Other work schedules may be determined by mutual agreement of the Union and the Employer.

10.3 Work Shift
Short term, temporary shift reassignments may be made when the Employer determines that an emergency exists. Under those circumstances, the Employer shall give the employee a minimum of four (4) hours' notice prior to the start of the new shift. If such notice is less than four (4) hours, the Employer shall pay the employee according to call-back pay provisions of 11.4 of this agreement.

10.3.1 An emergency is defined as a natural event or unexpected circumstance which necessitates the Employer to change schedules on short notice to address essential operational or service needs on an immediate basis.

10.3.2 Normal shift starting times shall begin within the following time frames:

First shift - 7:00 p.m. to 4:59 a.m. (graveyard)
Second shift - 5:00 a.m. to 11:59 a.m. (day shift)
Third shift - 12:00 noon to 6:59 p.m. (swing shift)

Regular assignments to openings on shifts will be made based on seniority when the employee meets the qualifications of the new shift and the Employer's work needs. A regular assignment is one with no end date or one which is expected to last over thirty days. If the most senior employees decline then a less senior employee may be assigned.

10.4 Rest Periods
Each employee shall be given a 20 minute paid rest period in the first half of the working shift and a 20 minute paid rest period in the second half of the working shift, and an unpaid lunch period during the shift. Such periods begin when the employee leaves the work site and ends upon his/her return to the work site.

11. Rates of Pay

11.1 Wages

Wages will be set as outlined in Appendix “A”.

All employees in the Joint Labor Coalition who are eligible to vote for contract ratification shall receive on the first full pay period following Council ratification a one-time gross payment of $700 per member. This one-time payment will be pro-rated for part-time members (e.g. a .75 FTE will receive $525).

Salary adjustments shall be calculated from step 1 of range 1.

11.1.1 Payroll Periods

The pay periods and pay dates will be as follows:

Pay Period	Pay Date
1st through 15th	25th
16th through end of month	10th

Employees will be paid a monthly salary which shall be split equally between the two (2) pay periods. Timesheets submitted in error will be corrected on the following pay check.

11.2 Salary Step Plan

Employees will move through the defined salary steps on an annual basis, based on adjusted salary review date. For example, if an employee is hired between the first (1st) and the fifteenth (15th) of the month the pay adjustment would be on the first (1st) day of the current month. If an employee is hired between the sixteenth (16th) and the end of the month, the adjustment would be on the first (1st) day of the following month.

11.2.1 Promoted Employees

At the time of promotion, employees will move to the step in the range of the new class which results in an increase of at least 5%. Upon successful completion of a promotional probationary period, the employee's salary shall then be increased to the next step of the new range on the adjusted salary review date and annually thereafter up to the top of the range. In no event shall a promoted employee's salary be less than the starting pay of the salary range for the new class, nor in excess of the highest step of the regular salary range for the new class.

11.2.2 Demoted Employees

Employees who voluntarily demote (defined as voluntarily applying for and accepting a position in a lower pay range) will be placed in the appropriate pay range for the new classification that results in the least amount of pay reduction, but not above the top of the new range. If an employee is not at the top step, their next step date will be one-year from the demotion date.

11.2.3 Laterally Transferred Employees

Employees who voluntarily take a lateral transfer (defined as voluntarily applying for and accepting a position in the same pay range) will remain at their same step. If an employee is not at the top step, they will retain their next step date.

11.2.4 Flexibly Staffed Positions

Flexibly staffed positions are classifications that allow the City to hire individuals who lack one of the required qualifications (such as CDL) at a lower level, and then give them the time to obtain the needed requirement. Upon attainment of the needed requirement, the individual's position is moved to the higher classification. An example is the Grounds Maintenance Specialist I/II classification. At the time the position is moved to the higher classification, the employee will move to the step in the range of the higher classification which results in an increase of at least 5%. The employee's next eligibility for a step increase is one year from that date and annually thereafter up to the top of the new range.

11.3 The hourly rate of the employee will be his/her monthly base rate multiplied by twelve (12) months and divided by 2,080 hours. This rate multiplied by eight (8) hours (or ten (10) hours, if applicable) will be the daily base rate; multiplied by forty (40) hours will be the weekly base rate; and multiplied by 173.3 hours will be the monthly base rate. For purposes of overtime calculations only, the employee's hourly base rate shall be calculated using all compensation required by FLSA.

11.4 *Callback Pay*

Employees who have completed their regular shift, are on the way home, or at home, and are required to work other than a continuation of their shift, shall be paid at double their base rate of pay for hours worked. Any call-back pay shall be for a minimum of two (2) hours, during which time the Employer may provide and require work of the employee called back.

11.4.1 Overtime and Callback Time

All scheduled overtime and/or call back time shall be offered on a seniority basis by Department, starting with the most senior qualified person. At the Operations Center, when this departmental seniority list is exhausted, the Master Operations Center Seniority list will then be used. The most senior employees have the option as to placement on the call out list. Seniority is defined as length of employment with the city. In work groups who have an employee receiving standby pay per Article 11.4.3, the initial call will go to the employee carrying the pager or cell phone who will be responsible for the call. Call back pay shall be paid in accordance with Article 11.4 and overtime shall be paid in accordance with Article 11.5.1. Unanticipated and unscheduled overtime which extends beyond the end of a shift for the crew working on a specific project will be offered first to the appropriate and qualified Union member(s) at the site working on the project at the end of the shift.

Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

11.4.2 Telephone Calls at Home After Hours

Employees who are required by the Employer to answer work-related questions by telephone when they are not at work shall be paid for time actually spent on the telephone at the rate of one-and-one-half (1 ½) their normal base rate calculated to the nearest quarter hour, with a quarter-hour minimum. Special pay premiums, such as holiday pay, do not apply to time paid under this article.

11.4.3 Stand by Pay

If the Employer requires an employee to carry a pager or cell phone in order to respond to off duty call-outs, the employee carrying the pager or cell phone while off duty shall be compensated at a flat rate of $150.00 per week or $21.43 per day. The employee on standby must be fit for duty and able to reach the assigned duty station in forty (40) minutes. This does not apply to the Operations' Technical Rescue Team which is covered by an existing Memorandum of Understanding.

11.5 *Overtime Compensation*

The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work starting with the least senior qualified employee.

11.5.1 Overtime compensation will start anytime an employee is required to work beyond the end of his/her shift (typically eight (8) hours or ten (10) hours per shift) and will be compensated to the nearest quarter hour, at the rate of time and one-half (1 ½) for the first eight (8) hours of overtime and thereafter at double time. Employees shall have the option to flex their schedule within their defined work week, without incurring overtime, as long as it is mutually agreed upon in advance.

11.5.2 Any employee required to work on his/her first day of rest, or his/her first and second day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus one-half of his/her base rate or time and one-half (1½).

11.5.3 Any employee required to work on his/her second day of rest, or his/her third day of rest in the case of employees who have three (3) consecutive days of rest, shall be compensated at his/her base rate plus his/her base rate (double time)for the first eight (8) hours of work, and for any hours worked over eight (8) shall be compensated at her/her base rate plus time and one-half (2 ½ times). If the employee voluntarily chooses to work on these days of rest, the employee shall be compensated as outlined in 11.5.2, above.

11.5.4 All overtime compensation shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State laws.

11.5.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation.

11.5.5.1 The decision to grant comp time as an alternative to paid overtime shall be at the Employer's discretion.

11.5.5.2 Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three (3) consecutive days of rest).

11.5.5.3 The maximum accrual shall be eighty (80) hours.

11.5.5.4 Employees will be allowed to use accrued compensatory time off by mutual agreement with their supervisor, and subject to any restrictions for such use established under the Fair Labor Standards Act (FLSA).

11.5.5.5 In the event an employee is affected by layoff from their regular position, the employer will payout the balance of the Employee's compensatory time balance at the employee's rate of pay at the time of layoff.

11.6 *Shift Differential*

Any employee whose regularly scheduled shift is the third shift (swing shift) as defined in 10.3.2 shall be paid a shift differential of one dollar and seventy-five cents ($1.75) per hour for hours worked; any employee whose regularly scheduled shift is the first shift (graveyard) as defined in 10.3.2 shall be paid a shift differential of two dollars ($2.00) per hour for hours worked. For purposes of shift differential payment, regularly scheduled includes scheduled overtime, but does not include call back or extension of shift overtime. Requested assignments made to accommodate an employee's personal situation and shifts picked up on overtime do not qualify for shift differential.

11.7 *Working Out-of-Class*

11.7.1 An employee who is temporarily assigned by management, in writing, to perfom the assigned duties and responsibilities of a higher level position shall be paid either at a rate 5% above his/her current rate of pay, (not to exceed the top of the range for the out-of-class assignment), or at the entry rate of the higher job class, whichever is greater.

11.7.1.1 An employee must be assigned for a period of three (3) or more consecutive work days to receive out-of-class pay. The out-of-class pay shall be paid beginning with the first hour of the assignment.

11.7.2 The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the City Manager for extenuating circumstances. The Union will be given notice when management anticipates that an employee will be performing the principle duties of a higher classification for a period of more than 30 days.

11.7.3 The out-of-class rate of pay shall apply for that time actually worked in the higher class. Periods of paid leave during the out-of-class assignment shall be compensated at the employee's normal rate of pay. Following a paid leave, the out-of-class pay shall resume on the first day returned; provided that the leave is for not more than fifteen (15) consecutive working days and the employee returns to the out-of-class assignment on the first day returned.

11.7.4 A position may be career developed up to a maximum of one (1) year.

12. Leave Benefits

12.1 *Paid Time Off (PTO)*

12.1.1 Employees shall accrue paid time off (PTO) in accordance with the schedule in Appendix B, to be used for vacation, illness or personal business.

Part-time employees assigned to a 0.50 – 0.90 FTE position will accrue PTO hours on a pro-rated basis to the maximum.

Bereavement leave and military leave are separate categories as specified in 12.4 and 12.5 of this article, below.

12.1.2 Employees may begin using accrued PTO hours as soon as the hours are earned in said bank. PTO hours accrued in a pay period cannot be used in the same pay period in which time is earned, i.e. PTO hours accrued in the 1st though the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

An employee shall be paid for all earned and accrued PTO hours, as outlined in Appendix B, at the employee's current rate of pay when he/she terminates employment. All leave time may be used in a minimum of 30-minute segments.

12.1.3 PTO time off must be approved by the supervisor. Normally at least five (5) working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. PTO scheduling within the division shall be based on seniority within the city and shall be limited to a two (2) week block per selection.

12.1.4 "Unscheduled PTO" is defined as time off that is requested less than twenty-four (24) hours prior to the day of the leave. Unscheduled PTO needs to be reflected on an employee's timecard. Guidelines on the frequency and use of unscheduled PTO time will be established within individual divisions or departments.

12.2 *Grandfathered Sick Leave Cash Out*

Any employee hired before January 1, 1980, and retiring from the Employer with a bank of grandfathered sick leave shall be paid a sum equal to 50 percent (50%) of his/her accrued and unused grandfathered sick leave.

12.3 *Paid Leave while on FMLA Leave*

If an employee is on authorized leave which qualifies as protected under applicable State and Federal leave laws, the employee shall use existing PTO, grandfathered sick leave, and/or compensatory time, with the choice of which category to draw on first at the employee's option. At the employee's option, the employee may reserve up to forty (40) hours of PTO leave in their bank and elect to take leave without pay.

12.4 *Bereavement Leave*

A maximum of forty (40) hours (pro-rated based on FTE) of bereavement leave shall be allowed when there is a death in an employee's immediate family.

Immediate family is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece or nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household. Bereavement leave in excess of the durations identified above may be charged to an employee's PTO account or sick leave account, if applicable under FMLA or as required by law, with the approval of the supervisor. It is understood that the policy extends to similar members of a domestic partner's family as detailed above.

The City reserves the right to require documentation of the death using a standard form provided by the City.

12.5 *Military Leave*

The Employer abides by the provisions of the laws of the State of Washington and the Federal USERRA laws which stipulates that employees who are members of the National Guard or Federal Reserve Military Units are entitled to be absent from their duties for a period of up to twenty-one (21) days with pay during each military calendar year (October 1 through September 30) while engaged in the performance of ordered military duty and while going to or from such duty.

During periods of military conflict, an employee who is married to a military member of the US Armed Forces, National Guard or Reserves will be granted up to fifteen (15) days of unpaid leave before their deployment. Employees are eligible for this leave per deployment. The spouse must provide the Employer a copy of the member's orders.

12.6 *Family Leave – FMLA*

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any employee who has worked at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) calendar months shall be entitled to up to twelve (12) weeks of leave in accordance with FMLA and based on a rolling twelve (12) month period for specified family and medical reasons as required by FMLA, and the Washington Family Care Act.

12.7 *Pregnancy/Childbirth Disability Leave*

When required by Washington State law, the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

13. Holidays

13.1 The following days are recognized as legal paid holidays for which time off is to be granted:

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
President's Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

13.2 Any of the above holidays which may fall on a calendar Saturday shall be celebrated on the previous Friday; any of the above holidays which fall on a calendar Sunday shall be celebrated on the following Monday.

13.3 Any employee whose normal work schedule requires him/her to work on a holiday may schedule eight (8) hours off at any time after the holiday, mutually agreed upon by the supervisor and the employee. Any employee for whom a holiday falls on his/her normal day off shall be granted eight (8) hours into a holiday bank to use as time off in the future, after mutually agreed upon by the supervisor and the employee.

13.3.1 This holiday bank shall have a limit of forty (40) hours for each employee. Once the bank reaches the limit, all further time will be paid out at the appropriate rate.

13.4 Any employee who is on medically authorized sick leave when a holiday occurs will receive eight (8) hours pay for that holiday and will not have his/her sick leave accrual charged.

13.5 Any employee who works on a city holiday, or its equivalent for shift personnel, shall be paid double his/her base rate for hours worked, plus pay for the holiday. Hours worked beyond eight (8) on the holiday shall be compensated at triple the employee's regular rate.

14. Employee Insurance

14.1 Employees covered by this agreement will be provided insurance benefits as follows:

14.2 **Life Insurance.** Each employee shall receive a life insurance policy in an amount equal to 100% of the employee's annual salary, rounded to the next higher multiple of $1,000. In addition, employees shall have the option of choosing dependent and/or additional life insurance on a payroll deduction basis.

14.3 **Long Term Disability.** Regular full-time and half-time bargaining unit employees will be covered by a City-paid group long-term disability insurance policy.

14.4 **<u>Health Insurance.</u>**

A. Employees and their eligible dependents will have the option of selecting any combination of medical and dental coverage from the following:

a. **<u>Medical</u>**
   i. HMO Plan
   ii. HMO Plan – CDHP (Consumer Driven Health Plan)
   iii. PPO Plan
   iv. PPO Plan – CDHP (Consumer Driven Health Plan)

b. **<u>Dental</u>**
   i. PPO Plan
   ii. HMO Plan

B. **<u>Consumer Driven Health Plans (CDHP).</u>**

a. CDHP's will include a Health Savings Account (HSA).

i. The City will make a contribution to the Employee's HSA in the following amounts:

1. Employee-only coverage - $1,500
2. Employee plus one or more dependents - $3,000

b. Employees may also contribute pre-tax dollars to their HSA up to the limits allowed by law.

C. **<u>Premiums.</u>**

2019 & 2020. Beginning January 1, 2019 and January 1, 2020, the City contribution will increase up to 5% of any increasing premium costs. This means the City will pay up to the first 5% of any increasing premium cost plus the City's previous year's premium sharing amount. The employee's share would be the previous year's premium sharing amount plus any premium costs above 5%. See appendix C for a copy of the 2019 healthcare rates. Rates for 2020 are subject to change.

E. In addition, members have an opt-out/cash-back option for eligible employees upon certification of other group coverage.

F. **Flexible Spending Account (FSA).**

a. For employees enrolled in a non-CDHP plan: Employees will have the option of participating in a FSA for reimburseable medical costs, dependent care costs, or premium sharing costs.

b. For employees enrolled in a CDHP plan: Employees will have the option of participating in a FSA for dependent care costs.

14.5 It is understood that the type and level of benefits available from the City's health plan carriers may be changed from time to time by the carrier, and the City shall not have a duty or obligation to negotiate over such changes with the Coalition. Additionally, the City retains the right to change health plan providers as long as the new plan provides a comparable level of benefits as negotiated in this contract.

14.6 **<u>Dental Insurance.</u>**

The City will pay 100% of the employee and eligible dependent cost for selected dental insurance for the term of this agreement.

14.7 Medical and dental insurance premiums for regular part-time employees shall be paid by the Employer in the same portion as detailed in 14.4 above, and pro-rata, based on the employee's budgeted FTE (full-time equivalent).

14.8 The Labor-Management Insurance Committee will meet no less than annually to share information on benefits (including, but not limited to health, dental, life and long-term disability insurance). The City may also use this forum to gather feedback, ideas and alternatives to current plan offerings and/or designs as needed.

15. Fitness for Duty

The parties recognize that employees have the responsibility to report to work fit for duty.

15.1 To ensure physical and mental fitness, the employee may be required to provide to the Employer a fully completed certification from a medical and/or psychological provider on a City-provided form of the employee's fitness to perform the specific duties of their job or light duty alternative before returning to work.

15.2 The Employer also has the right to send employees for medical and/or psychological examinations at the City's expense for additional certification of fitness for duty whenever the Employer reasonably believes that the employee is not fit for duty or may be a danger to themselves or others.

a. Should the findings of the employer requested medical and/or psychological exam have an adverse effect on the employee's employment, the employee will have an opportunity, at their sole discretion and expense, for a second examination.

15.3 The City shall comply with all applicable medical records confidentiality laws associated with any employee medical information.

16. Retirement Plan

16.1 All eligible employees and the Employer shall participate in the Washington Public Employees Retirement System (PERS) to the extent provided for by Washington state law.

17. Training Program

17.1 Training shall be scheduled by the Employer. Time spent in training shall be paid in compliance with the requirements of the Federal FLSA and applicable Washington State law. If the employee receives notification of essential certification requirements from the certifying agency, the employee has a responsibility to inform the Employer in a timely manner. City required safety and health trainings are not covered by this employee notification requirement.

17.2 Every effort will be made to schedule required training during on-duty time. Personnel may be scheduled and required to attend training outside of their normal shift.

17.3 Employees who desire tuition aid for specialized individual training or academic training may submit their request in accordance with City of Vancouver Policies and Procedures.

17.4 Any employee required to possess a certification for his/her position shall obtain such certification within the timeline established by the job announcement and/or offer letter, and shall maintain such certification during his/her tenure in such position. Failure to either obtain or maintain required certification(s) may be grounds for actions pursuant to Article 22 of this contract if the Employer has fulfilled their responsibility in accordance with subsections 17.1 and 17.2 above.

18. Clothing, Tools and Safety Equipment

18.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the department head, and shall make all necessary replacements as the need arises. All uniforms or equipment being replaced shall be returned to the Employer at the time of replacement.

18.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty.

19. Driver's Licenses

19.1 The parties recognize that the Federal Highway Administration (FHWA) has established regulations for employees required to have a Commercial Driver's license (CDL).

All employees in applicable positions are expected to obtain and maintain a commercial driver's license with such endorsement as necessary to operate vehicles assigned to their work unit.

Employees new to a position requiring a CDL shall be allowed up to six (6) months to obtain a CDL permit and up to one year to obtain the license. Both dates start from the date of hire into the position requiring a CDL. Failure to either obtain or maintain the required CDL may be grounds for discipline up to and including termination of employment.

The City will provide:

19.1.1 An opportunity for each employee to develop the skill required to obtain the license.

19.1.2 Reimbursement for fees to obtain the license and endorsements, provided that if the employee incurs additional charges because he or she fails any part of the exam, those charges shall be the employee's responsibility.

19.1.3 The required medical/physical examination, provided that, at the city option, the city may reimburse the employee for a physical examination by a physician of the Employer's choice. An employee wishing to use his or her own physician when the city offers a paid examination with its own physician will not be reimbursed for the examination.

19.1.4 Use of a city vehicle to take the practical/driving portion of the examination, on city time, provided that the city may require the employee demonstrate proficiency in operating the vehicle in a trainee capacity before allowing the employee to use the vehicle in the driving test.

19.1.5 All employees required to maintain a Commercial Drivers' License shall be subject to all rules and regulations issued by the federal government including requirements for drug testing.

19.2 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license (or CDL for those employees required to have a CDL) revoked or suspended for one hundred twenty (120) days or less, then the Employer will make a reasonable effort to reassign the employee to jobs not requiring driving. If such reassignment is not practical, the employee shall be suspended without pay. The employee may elect to take other appropriate available leave (accrued PTO or compensatory time) in lieu of suspension without pay. If the employee's driver's license (or CDL for those employees required to have CDL) is revoked or suspended for more than one hundred twenty (120) days, then the Employer shall make a reasonable effort to reassign the employee. If such reassignment is not practical, the employee shall be immediately discharged.

If an employee has been discharged from employment with the City for the loss of their required driver's license or CDL and is actively appealing the basis for the loss through the justice system, the City will consider them eligible for appointment to the next available position for which they are qualified if their appeal is successful and their required driver's license or CDL is reinstated within one year from the date of loss. An employee receiving an appointment to a position will return with the seniority and accrual rates that they had at the time they were discharged. Only employees who fit this specific criterion will be given this consideration.

19.3. Notwithstanding the provision of section 19.2 above, the Employer retains the right to pursue actions under Article 22 for inappropriate workplace behavior which results in their driver's license (or CDL for those employees required to have a CDL) being revoked or suspended.

19.4 If an employee in a job which requires a driver's license (or CDL for those employees required to have a CDL) has their license revoked or suspended for medical reasons, the Employer will make a reasonable effort to reassign the employee to duties which do not require a driver's license (or CDL for those employees required to have a CDL) and for which the employee is qualified. The Employer will not create work or a position to accommodate the employee. If the Employer is not able to find existing work to which the employee can be assigned, then the employee may be separated from employment in accordance with public laws, this contract and city policies.

20. Mileage Reimbursement, Parking Rates and Commute Trip Reduction (CTR)

20.1 Mileage Reimbursement- Some jobs may require the use of an individual employee's automobile. In the event this is required by the Employer, it will pay the employee a mileage reimbursement at the rate established by the Internal Revenue Service.

20.2 Parking Rates – City employees who work in the downtown area pay for parking in City-owned or -operated lots or on permitted street spaces. The rates below are applicable to those employees who currently work downtown or who will work downtown in the future.

20.2.1 City-Owned or -Operated Lot Rates and On-Street Parking.

With respect to all parking options, city employees will be expected to pay the prevailing parking rates.

20.2.3 Payment of Parking Fees

City work locations in the downtown area require employees to pay for parking should they want to park in a City owned or operated lot or in a permitted on-street parking space. Employees not currently paying parking fees because of their work location or commuting choice are subject to paying fees if their work location or commuting choice changes to one where parking fees are in effect. Conversely, employees who currently work in the downtown area and pay for parking will not be subject to that requirement should they relocate to an area where parking fees are not charged.

20.3 Commute Trip Reduction – The City participates in a Commute Trip Reduction (CTR) program and encourages employees to use alternate modes of transportation to get to and from work. For employees who use alternate modes of transportation for their work commute at least 60% of their scheduled work time (based on mandatory monthly self-reporting), the City will provide:

a. a taxable cash incentive ($25) for bicycling, walking, or carpooling to work; or
b. 100% of the cost of a bus pass; or
c. the option of a vanpool and will pay a variable amount (amount depends on the numbers of participants) to participating employees.

Incentives are currently available to all participating employees, regardless of their current work location.

21. Grievance Procedure

21.1 *Definition*

For purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of the terms of this Agreement.

21.2 *Procedure*

The Union and Employer agree that written grievances alleged under this procedure will be subject to sincere and genuine efforts being made by the parties to adjust all problems at the lowest level possible, and in a manner consistent with the requirements in this Article.

Any grievance raised shall be limited to the written statement of grievance as provided for in the initial applicable step as identified herein.

A written grievance shall be required to include the following information:

a. Set forth the section(s) of the agreement allegedly violated and state the specific nature of the violation.
b. Indicate the date(s) of the incident(s) grieved.
c. Specify the remedy or solution to the grievance sought by the employee(s).
d. Signed by the identified grievant(s), or in the case of a group grievance, signed by the steward of record.

Grievances shall be processed in accordance with the following procedures and may be submitted at the appropriate step, as mutually agreed:

21.2.1 Step 1: If a grievance is to be advanced under this procedure, it shall be presented by the employee to his/her immediate management representative (not covered by this Agreement) within ten (10) working days from the date the employee had knowledge or should have had knowledge of the alleged breach or violation of this Agreement.

The management representative (not covered by this Agreement) shall meet with the aggrieved employee and the Union steward within ten (10) working days of the management representative's (not covered by this Agreement) receipt of the grievance. The parties agree to make every effort to settle the grievance promptly at this stage. Within ten (10) working days after such meeting, the management representative (not covered by this Agreement) shall mail or deliver a copy of his/her decision to the aggrieved employee, the Union and the department head.

21.2.2. Step 2: If the grievance remains unresolved after a decision is rendered by the management representative (not covered by this Agreement), it shall be reduced to writing and delivered to the department head or designee, within ten (10) working days after mailing or delivery of the decision reached in Step 1, above.

The department head or their designee and management representative (not covered by this Agreement), shall convene a meeting with the aggrieved employee and Union representative within ten (10) working days of receipt of the grievance. The department head or designee shall make a decision on the matter within ten (10) working days of such meeting. Copies of the written decision shall be mailed or hand delivered to the aggrieved employee, the Union and the City Manager.

21.2.3 Step 3: If the grievance remains unresolved after the decision has been rendered by the department head or designee, the Union shall in writing deliver the grievance to the City Manager or his/her designated representative, with a copy to the department head, within ten (10) working days after mailing or delivery of the decision reached in Step 2 .The City Manager or his/her designee shall convene a meeting of the aggrieved, the Union representative, the department head, and other directly involved individuals as determined by the parties to be appropriate, within ten (10) working days of receipt of the written grievance and shall render his/her decision within ten (10) working days of such meeting with copies of the aggrieved employee, the Union and the department head.

21.2.4 The Union will attempt to explain to management why the grievance is still unresolved as it moves up the steps towards arbitration, but the explanation will not have merit as to the step advancement.

21.3 *Arbitration*

If the grievance remains unresolved after a decision is rendered in Step 3 above, it may be submitted by the Union to a mutually acceptable arbitrator as hereinafter provided. If the Union wishes to proceed to arbitration, such notice must be provided by the Union to the City Manager within fifteen (15) working days following the Union's receipt of the City Manager's decision as outlined in Step 3.

Should the grievance be submitted to arbitration, the parties shall mutually select a disinterested third party to serve as arbitrator. In the event the Employer and the Union are unable to agree on an arbitrator, the arbitrator shall be selected by the process of alternately striking from a panel of eleven (11) arbitrators from the Pacific Northwest region as furnished by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed to similar organization. The Union shall strike the first name. The request for an arbitrator shall state the general nature of the issue. The city and the Union will jointly share the fee for selection and services of an arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives and witnesses.

The arbitrator shall render a decision as promptly as possible. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and/or the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way, the provisions of this Agreement.

A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The parties shall abide by the award made in connection with any arbitral difference.

21.4 *Discipline or Termination Grievances and Grievances Subject to Group Filing*

A grievance of a disciplinary or termination action, or a group grievance that affects a significant portion of the employees in the bargaining unit may be introduced by the Union in written form to the department head or designee as set forth in Step 2 of the grievance procedure, and proceed as set forth there from.

21.5 *Time Restriction*

If the grievance is not filed or advanced in accordance with the time limits set forth within the procedure, the grievance shall be considered non-submitted or resolved on the basis of the Employer's last response. A grievance not responded to by the Employer within the prescribed time limits shall be granted, provided that the remedy sought conforms to the provisions of this agreement and applicable laws. The parties may mutually agree to extend the time limits for any step of this procedure and any extension shall be reduced to writing for a specified period of time. All references to "working days" in this Article shall exclude Saturdays, Sundays, and all holidays recognized in Article 13 of this Agreement.

22. Employee Discipline and Termination

22.1 The Employer may discipline or discharge any newly hired or rehired employee at any time during the initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal.

22.2 The Employer may, in good faith for just cause, take disciplinary action by written reprimand, suspension, transfer, delay of step increase, demotion or discharge. The degree of discipline administered shall depend on the severity of the infraction. Disciplinary action must be issued within thirty (30) calendar days after the Employer became aware of the offense, unless based on an extended pattern of performance or behavior. The thirty (30) calendar day timeline set forth herein may be extended upon mutual agreement between the Employer and the Union, except in cases of employee absence for any purpose and/or the unavailability of a Union representative. In those cases, the Employer is to issue the discipline to the employee upon his/her return to work and/or upon the next date of availability of a Union representative. Written reprimands may be grieved up to the City Manager or their designee, but not arbitration unless and until such time as such written reprimands are relied upon to support subsequent and timely discipline including suspension, transfer, delay of step increase, demotion or discharge.

22.3 The Employer shall not take any disciplinary action as defined in this section without giving the employee the right to have a Union representative present. If an employee(s) is requested to attend any meeting for the purpose of investigation, where such investigation may lead to discipline or discharge of that employee, that employee(s) will be informed of their right to have Union representation present before such meeting is to take place. The employee shall be provided a letter setting forth the reason(s) for such action at the time such action is taken or shortly thereafter.

22.4 Employees shall be given the opportunity to read and answer all disciplinary letters before placement of such material into their official personnel file maintained by Human Resources and will be requested to sign such letters. Signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather an indication that the employee has seen and comprehends the gravity of the disciplinary action.

22.5 Copies of written reprimands and other disciplinary letters will be provided to the Union. After six (6) months, copies of written reprimands will be used only to indicate trends of behavior which may lead to discipline and/or discharge.

22.6 Only management representatives who are not covered by this agreement may discipline employees above a written reprimand.

23. Performance Evaluations

23.1 Each employee's job performance shall be reviewed and evaluated at least annually.

23.2 Performance evaluations are not disciplinary and are not subject to the grievance procedure.

23.3 An employee may append his/her written comments to the performance evaluation report. Employee comments must be attached and submitted with the signed performance evaluation to human resources.

24. Tobacco Free Work Environment

24.1 All city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be tobacco free.

25. Non-Reduction of Wages and Working Conditions

25.1 The parties hereto agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall not be reduced in view of the provisions of this agreement; provided, nothing in this section shall be construed to limit in any way, the Employer's rights under Article 3., Rights of Management, above, or to make changes in current practices, provided: (1) Advance notice of the change is given to the Union and affected employees, and, (2) Reasonable opportunity is provided to discuss the change with the city.

26. Layoff, Recall, and Bumping

26.1 Layoff Procedure – Layoffs or reductions-in-force (including transfers for this purpose and reduction in hours) may be undertaken by the City due to budgetary reductions, organizational restructuring, lack of work, reduction or elimination of funds, material change in duties or organization, reduction-in-force or workload.

26.2 Alternatives to Layoff - The City will attempt to avoid layoffs, and whenever possible, shall consider alternatives to layoffs before final decisions are made. At the discretion of the City, these considerations may include:

26.2.1 To avoid layoff an employee may transfer to a vacant position, if available. An employee may be eligible for a transfer provided that he/she meets the minimum qualifications for the job.

26.2.2 The City shall notify each employee subject to layoff of his/her rights and responsibilities as described in this Article. Such notification shall be reduced to writing and incorporated in each layoff notice the City issues to an employee subject to layoff.

26.3 After the City has identified the job classification, division (e.g. Grounds and Equipment Services), work group (e.g. Code Enforcement, Building Inspection, and Plans Examiners) or program area (e.g. Building and Code Compliance) being reduced, layoffs and resource reductions will be make in the following order:

26.3.1 Category 1[Temporary, OSC, seasonal] and Category 2 [less than full-time, newly hired probationary employees] shall be laid-off prior to regular status, full-time employees. Part-time regular employees cannot bump less senior regular full-time employees.

26.3.2. The order in which employees will be laid off shall be determined based on Joint Labor Coalition seniority as defined in Section 26.7 of this Article.

26.3.3 Any exception to this will be mutually agreed to by the Union and City.

26.4 When an employee is identified for a layoff or reduction-in-force, he/she shall be permitted to move into a job or classification which he/she currently holds or has previously held, provided that the employee meets the minimum qualifications for the job. In doing so, he/she may "bump" the least senior employee in that job or classification within the bargaining unit. Bumping may only occur within the same bargaining unit.

An employee who bumps into a new position as an alternative to layoff and who fails to perform the functions of the new position during probation will be placed on the reinstatement list. Such employees will only be eligible for reinstatement to the position from which they were laid off. Failure to pass probation for reasons other than performing the functions of the new position may result in termination in accordance with Article 22.

26.5 Notice to Union – Representatives of the City and the Union shall meet within fifteen (15) working days after the City has officially determined that a layoff or reduction-in-force will affect any Union member. At this meeting, the City shall inform the Union of the details of the layoff and provide a current seniority list as well as any other relevant information.

26.6 Notice to Employees – Each employee identified for layoff shall be given at least thirty (30) calendar days' notice of such layoff in writing, with a copy to the Union. Employees who remain may be assigned the additional duties of those lower classified positions that were laid off. Such a situation will not result in a decrease in pay or downward reclassification.

26.6.1 Once the City has notified the affected employee of layoff and there is an available vacant position or a position for the employee to bump into, if any, he/she must notify Human Resources in writing of his/her intent to accept a vacant position or exercise bumping rights within ten (10) working days of the initial layoff notice. If notification is not received within the allotted time, rights to vacant positions or to bump shall be waived by the employee. The Employee will subsequently be placed on the reinstatement list.

26.7 Seniority – Seniority for the purposes of layoff, recall and bumping shall be based upon City seniority for all members covered under this Agreement as of the date of contract ratifications, thereafter employees transferring into any bargaining unit subject to this Agreement, shall have seniority defined as the employees most recent date of hire within the Joint Labor Coalition. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots. Employee seniority shall not be reduced because of unpaid leave due to protected leave provisions as provided for under state and federal regulations.

26.8 Recall – Employees who have been laid off, or transferred as an alternative to layoff, are eligible for reinstatement for a period of a maximum of thirty-six (36) months following the date of layoff. The names of persons laid off will be placed on a reinstatement list. When a vacancy occurs in the same job classification for which there exists a reinstatement list, the City will fill the vacancy using that list with the understanding that employees must meet the required minimum qualifications for the position to which they would be reinstated. If there is more than one employee on the reinstatement list eligible for a vacancy in a particular job class, the City will use seniority as defined in Article 26.7 in determining who shall be offered reinstatement. Reinstatement notices will be sent by certified mail to the last address reflected in the employee's official personnel file.

26.8.1 Employees in a reinstatement status may also apply and be considered for job openings outside their job classification prior to or after layoff. When an employee is reinstated within thirty-six (36) months to the job from which they were laid off, they will be placed into the same step occupied at the time of the layoff and will not serve an additional probationary period. Any recalled or reinstated employee will have their PTO accrual rates and sick leave balance and accrual rates restored to the same levels as of the date of layoff.

26.8.2 Any employee who is reinstated to a job other than the position from which they were laid off may serve a new probationary period. Employees will also be placed into the salary schedule for the new position consistent with the applicable salary schedule or guidelines.

26.8.3 Once an employee on the reinstatement list is offered a position, the employee must respond within fourteen (14) calendar days of the date of the notice, unless extended by mutual consent. The employee shall be responsible for notifying the Human Resources Department of any change in his/her address or telephone number while on layoff status.

26.8.4 Benefit accrual and service credit will be discontinued while in a layoff status of thirty (30) or more days. However, upon reinstatement, an employee's most recent hire date will be maintained, but the employee's service date will be adjusted to deduct the time spent in layoff status.

26.9 Eligibility for reinstatement ends if:

26.9.1 The employee refuses to accept an offer of reinstatement to a position in the same classification as that from which he/she was laid off.

26.9.2 The employee fails to respond to an offer of reinstatement within fourteen (14) calendar days following the date the offer is mailed.

26.9.3 The employee requests in writing to be removed from the reinstatement list.

26.9.4 The employee resigns or retires.

Definitions:

A. Transfer (moves laterally) – The movement from one position within a job classification to another position within the same job classification or pay range. A transferred employee would be placed at the same step in the same range as the position that they transferred from. Terms and conditions of transfers are provided in Article 9.3.

B. Demotion – The movement from a higher paid job classification to a lower paid job classification. An employee accepting a demotion may serve a probationary period and would be placed at the top step of the lower job classification range or the step in the job classification range that provides the least amount of decrease in pay.

27. Contracting-Out/Out-Sourcing

27.1 Should the City contract-out or out-source work which is currently being performed by Coalition Union employees, the City shall inform the Coalition and each affected Union and shall meet with the Coalition to impact bargain the effects.

27.2 Notwithstanding 27.1, the following notification and other procedures with regard to contracting out and outsourcing of bargaining unit work shall be implemented as indicated below.

27.2.1 The City shall inform the Union at least thirty (30) days prior to making a decision to pursue the contracting out or outsourcing of work. The City shall provide the Union an opportunity for discussion of the matter, including alternative methods of performing the work and the effects on bargaining unit employees. During this thirty (30) day period the Union shall have the opportunity to submit an alternate proposal. The City will give the Union's proposal due consideration. At the end of the thirty (30) day period, the City shall determine next steps in the implementation of its decision.

27.3 If the Employer does not accept a union-proposed alternative and reaches a decision to implement a plan that displaces bargaining unit members, the parties shall enter into impact bargaining as identified under the provisions of 27.1

28. Temporary or Seasonal Workers

28.1 "Temporary or seasonal worker" for purposes of this article shall mean one who is hired to work not more than 1,040 hours in any twelve (12) consecutive month period. Temporary workers will not be used for more than the 1,040 period. The Employer will not rotate temporaries through the same regular positions.

28.2 The intended use of temporary or seasonal workers by the Employer is to cover seasonal workloads and to fill unexpected vacancies created by a sudden increased work load, termination or disabilities of regular full time employees. It is acknowledged that there will be exceptions to this policy. Exceptions to this policy shall be mutually agreed upon in writing by the City and the Union.

28.3 Temporary or seasonal workers will not be allowed to work scheduled overtime until regular full or half-time employees within that work unit have had the opportunity to work the overtime. The Employer will make a good faith effort to notify regular employees of overtime opportunities before such work is offered to temporary workers. This will not preclude temporary or seasonal workers from working overtime which extends beyond the end of their shift or emergency situations.

28.4 The Employer will make all records of temporary or seasonal workers, the date they started, and total hours worked, available to the Union upon request.

29. Conflict of Contract and City Employment Policies

29.1 It is agreed that the intention of the parties to this agreement is that this agreement and all working agreements shall be consistent with the City Employment policies and that where it is found that the provisions of such an agreement are in conflict with the City Employment policies that the language of the agreement shall control.

29.2 Employees represented by this contract will be under the City's Employment Policy Manual. It is the intent that departmental rules shall be superseded by the City's Employment Policy Manual. If a situation occurs in which there is a difference between City rules/policies, and those of the department, Human Resources will meet with the Union and the affected department to reach a mutually agreeable solution.

29.3 Conflict in Language. When language in the Master Agreement conflicts with language in any applicable addendum, the applicable addendums shall take precedence over the Master Agreement.

30. Separability Clause

30.1 If an article of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

31. Termination and Renewal

31.1 This agreement and all attachments hereto shall be in full force and effect from January 1, 2019 through December 31, 2020, and shall continue in effect if renewed or extended by mutual agreement.

31.2 Not more than one hundred twenty (120) days and not less than sixty (60) days prior to the end of the contract, either party may notify the other in writing of its desire to terminate or modify the agreement; provided that an earlier commencement may be scheduled by mutual agreement.

32. Labor-Management Committee

32.1 The Employer and the Coalition have established a labor-management committee which will meet on a regular basis. The committee shall include one (1) bargaining unit member and one (1) Union Staff Representative or Business Agent from each Union and not more than ten (10) management representatives. Topics for the agenda will be shared at least one (1) week before the meeting. Issues not covered by the contract, clarification of contract issues, various surveys and committee work related to mandatory bargaining subjects and city employment policies shall be regular agenda items for this committee.

Dated this _______ day of __________________, 2019.

For the Employer | **For the Union**

____
Eric Holmes, City Manager

____
Lenda Crawford, Deputy City Manager

Approved as to form:

____
Jonathan Young, Acting City Attorney

Attest:

____
Natasha Ramras, City Clerk

____
Walter LaChapelle, Teamsters, Local #58

____
Larry Warren, IAM, District Lodge #W24

____
Pat Christensen, Plumbers & Steamfitters, #290

Appendix A - Pay Ranges

2019 Salary Schedule adjusted by 2% effective 1-1-2019

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,913	$ 3,015	$ 3,120	$ 3,229	$ 3,343	$ 3,460	$ 3,580	$ 3,724
1M January - June**	IAM	$ 2,518	$ 2,620	$ 2,725	$ 2,834	$ 2,948	$ 3,065	$ 3,185	$ 3,329
1M July - December**	IAM	$ 2,490	$ 2,592	$ 2,697	$ 2,806	$ 2,920	$ 3,037	$ 3,157	$ 3,301
2		$ 2,985	$ 3,090	$ 3,198	$ 3,310	$ 3,427	$ 3,547	$ 3,670	$ 3,817
3		$ 3,061	$ 3,168	$ 3,278	$ 3,393	$ 3,512	$ 3,635	$ 3,762	$ 3,913
Vehicle Service Worker I	IAM								
3M January - June**	IAM	$ 2,666	$ 2,773	$ 2,883	$ 2,998	$ 3,117	$ 3,240	$ 3,367	$ 3,518
Vehicle Service Worker I	IAM								
3M July - December**	IAM	$ 2,638	$ 2,745	$ 2,855	$ 2,970	$ 3,089	$ 3,212	$ 3,339	$ 3,490
Vehicle Service Worker I	IAM								
4		$ 3,137	$ 3,246	$ 3,360	$ 3,478	$ 3,600	$ 3,726	$ 3,857	$ 4,011
5		$ 3,216	$ 3,328	$ 3,445	$ 3,565	$ 3,690	$ 3,818	$ 3,951	$ 4,110
6		$ 3,296	$ 3,411	$ 3,531	$ 3,654	$ 3,782	$ 3,914	$ 4,051	$ 4,213
7		$ 3,378	$ 3,497	$ 3,619	$ 3,745	$ 3,877	$ 4,013	$ 4,152	$ 4,318
7M January - June**	IAM	$ 2,983	$ 3,102	$ 3,224	$ 3,350	$ 3,482	$ 3,618	$ 3,757	$ 3,923
7M July - December**	IAM	$ 2,955	$ 3,074	$ 3,196	$ 3,322	$ 3,454	$ 3,590	$ 3,729	$ 3,895
8		$ 3,463	$ 3,584	$ 3,709	$ 3,838	$ 3,973	$ 4,113	$ 4,256	$ 4,426
9		$ 3,549	$ 3,673	$ 3,803	$ 3,935	$ 4,073	$ 4,215	$ 4,363	$ 4,537
Vehicle Service Worker II	IAM								
9M January - June**	IAM	$ 3,154	$ 3,278	$ 3,408	$ 3,540	$ 3,678	$ 3,820	$ 3,968	$ 4,142
Vehicle Service Worker II - Fire	IAM								
9M July - December**	IAM	$ 3,126	$ 3,250	$ 3,380	$ 3,512	$ 3,650	$ 3,792	$ 3,940	$ 4,114
Vehicle Service Worker II - Fire	IAM								
10		$ 3,638	$ 3,765	$ 3,896	$ 4,034	$ 4,175	$ 4,320	$ 4,472	$ 4,650
10T	Teamsters	$ 3,430	$ 3,557	$ 3,688	$ 3,826	$ 3,967	$ 4,112	$ 4,264	$ 4,442
Maintenance Worker I - Grounds	Teamsters								
11		$ 3,729	$ 3,860	$ 3,994	$ 4,134	$ 4,279	$ 4,428	$ 4,583	$ 4,767
Vehicle Parts Specialist	IAM								
11M January - June**	IAM	$ 3,334	$ 3,465	$ 3,599	$ 3,739	$ 3,884	$ 4,033	$ 4,188	$ 4,372
Vehicle Parts Specialist - Fire	IAM								
11M July - December**	IAM	$ 3,306	$ 3,437	$ 3,571	$ 3,711	$ 3,856	$ 4,005	$ 4,160	$ 4,344
Vehicle Parts Specialist - Fire	IAM								

12		$ 3,821	$ 3,957	$ 4,094	$ 4,237	$ 4,386	$ 4,539	$ 4,698	$ 4,886
13		$ 3,918	$ 4,055	$ 4,196	$ 4,344	$ 4,495	$ 4,652	$ 4,816	$ 5,007
Senior Vehicle Parts Specialist	IAM								
13M January - June**	IAM	$ 3,523	$ 3,660	$ 3,801	$ 3,949	$ 4,100	$ 4,257	$ 4,421	$ 4,612
Senior Vehicle Parts Specialist	IAM								
13M July - December**	IAM	$ 3,495	$ 3,632	$ 3,773	$ 3,921	$ 4,072	$ 4,229	$ 4,393	$ 4,584
Senior Vehicle Parts Specialist	IAM								
13T	Teamsters	$ 3,710	$ 3,847	$ 3,988	$ 4,136	$ 4,287	$ 4,444	$ 4,608	$ 4,799
Maintenance Worker II - Grounds	Teamsters								
14		$ 4,016	$ 4,155	$ 4,301	$ 4,452	$ 4,608	$ 4,770	$ 4,936	$ 5,134
15		$ 4,116	$ 4,260	$ 4,409	$ 4,563	$ 4,724	$ 4,888	$ 5,059	$ 5,261
15T	Teamsters	$ 3,908	$ 4,052	$ 4,201	$ 4,355	$ 4,516	$ 4,680	$ 4,851	$ 5,053
Grounds Maintenance Specialist I	Teamsters								
16		$ 4,219	$ 4,367	$ 4,520	$ 4,678	$ 4,841	$ 5,009	$ 5,187	$ 5,394
17		$ 4,325	$ 4,475	$ 4,632	$ 4,794	$ 4,962	$ 5,137	$ 5,315	$ 5,527
17T	Teamsters	$ 4,117	$ 4,267	$ 4,424	$ 4,586	$ 4,754	$ 4,929	$ 5,107	$ 5,319
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		$ 4,433	$ 4,587	$ 4,747	$ 4,914	$ 5,087	$ 5,264	$ 5,449	$ 5,667
19		$ 4,543	$ 4,702	$ 4,867	$ 5,037	$ 5,213	$ 5,397	$ 5,583	$ 5,808
19T	Teamsters	$ 4,335	$ 4,494	$ 4,659	$ 4,829	$ 5,005	$ 5,189	$ 5,375	$ 5,600
Lead Maintenance Worker - Grounds	Teamsters								
20		$ 4,657	$ 4,821	$ 4,989	$ 5,162	$ 5,344	$ 5,530	$ 5,724	$ 5,953
Mechanic	IAM								
21		$ 4,774	$ 4,940	$ 5,112	$ 5,293	$ 5,476	$ 5,669	$ 5,868	$ 6,102
22		$ 4,892	$ 5,063	$ 5,242	$ 5,423	$ 5,614	$ 5,811	$ 6,014	$ 6,255
Building Inspector I	Plumbers & Steamfitters								
22M January - June**	IAM	$ 4,497	$ 4,668	$ 4,847	$ 5,028	$ 5,219	$ 5,416	$ 5,619	$ 5,860
22M July - December**	IAM	$ 4,469	$ 4,640	$ 4,819	$ 5,000	$ 5,191	$ 5,388	$ 5,591	$ 5,832
23		$ 5,014	$ 5,191	$ 5,371	$ 5,560	$ 5,755	$ 5,955	$ 6,165	$ 6,411
Plans Examiner I	Plumbers & Steamfitters								
24		$ 5,141	$ 5,319	$ 5,507	$ 5,699	$ 5,898	$ 6,105	$ 6,318	$ 6,571
Senior Mechanic	IAM								
Code Enforcement Officer	Plumbers & Steamfitters								
24M January - June**	IAM	$ 4,746	$ 4,924	$ 5,112	$ 5,304	$ 5,503	$ 5,710	$ 5,923	$ 6,176
Emergency Equipment Mechanic	IAM								
24M July - December**	IAM	$ 4,718	$ 4,896	$ 5,084	$ 5,276	$ 5,475	$ 5,682	$ 5,895	$ 6,148
Emergency Equipment Mechanic	IAM								
25		$ 5,268	$ 5,453	$ 5,643	$ 5,841	$ 6,046	$ 6,258	$ 6,477	$ 6,735

26		$ 5,401	$ 5,589	$ 5,784	$ 5,987	$ 6,198	$ 6,414	$ 6,638	$ 6,904
26M January - June**	**IAM**	$ 5,006	$ 5,194	$ 5,389	$ 5,592	$ 5,803	$ 6,019	$ 6,243	$ 6,509
26M July - December**	**IAM**	$ 4,978	$ 5,166	$ 5,361	$ 5,564	$ 5,775	$ 5,991	$ 6,215	$ 6,481
27		$ 5,535	$ 5,729	$ 5,930	$ 6,137	$ 6,353	$ 6,574	$ 6,804	$ 7,076
Plans Examiner II	Plumbers & Steamfitters								
28		$ 5,673	$ 5,873	$ 6,078	$ 6,291	$ 6,511	$ 6,739	$ 6,974	$ 7,253
Building Inspector II	Plumbers & Steamfitters								
28M January - June**	**IAM**	$ 5,278	$ 5,478	$ 5,683	$ 5,896	$ 6,116	$ 6,344	$ 6,579	$ 6,858
Senior Emergency Equipment Mechanic	IAM								
28M July - December**	**IAM**	$ 5,250	$ 5,450	$ 5,655	$ 5,868	$ 6,088	$ 6,316	$ 6,551	$ 6,830
Senior Emergency Equipment Mechanic	IAM								
28T	**Teamsters**	$ 5,465	$ 5,665	$ 5,870	$ 6,083	$ 6,303	$ 6,531	$ 6,766	$ 7,045
29		$ 5,816	$ 6,019	$ 6,229	$ 6,448	$ 6,674	$ 6,907	$ 7,148	$ 7,435
30		$ 5,961	$ 6,170	$ 6,385	$ 6,610	$ 6,841	$ 7,079	$ 7,328	$ 7,621
30T	**Teamsters**	$ 5,753	$ 5,962	$ 6,177	$ 6,402	$ 6,633	$ 6,871	$ 7,120	$ 7,413
Public Works Supervisor - Grounds	Teamsters								
31		$ 6,110	$ 6,324	$ 6,545	$ 6,774	$ 7,011	$ 7,257	$ 7,510	$ 7,811
Plans Examiner III	Plumbers & Steamfitters								
32		$ 6,262	$ 6,482	$ 6,709	$ 6,943	$ 7,186	$ 7,438	$ 7,698	$ 8,007
Building Inspector III	Plumbers & Steamfitters								
33		$ 6,419	$ 6,644	$ 6,877	$ 7,118	$ 7,366	$ 7,625	$ 7,892	$ 8,207
Plans Examiner IV	Plumbers & Steamfitters								
34		$ 6,579	$ 6,810	$ 7,049	$ 7,296	$ 7,550	$ 7,816	$ 8,089	$ 8,412
Lead Building Inspector	Plumbers & Steamfitters								

**** Pension Rehab Contribution Reduction:**
1-1-19 to 6-30-19: $2.28
7-1-19 to 12-31-19: $2.44

2020 Salary Schedule adjusted by 2% effective 1-1-2020

Range Number	Bargaining Unit	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 2,971	$ 3,075	$ 3,182	$ 3,294	$ 3,410	$ 3,529	$ 3,652	$ 3,798
1M January - June**	IAM	$ 2,548	$ 2,652	$ 2,759	$ 2,871	$ 2,987	$ 3,106	$ 3,229	$ 3,375
1M July - December**	IAM	$ 2,520	$ 2,624	$ 2,731	$ 2,843	$ 2,959	$ 3,078	$ 3,201	$ 3,347
2		$ 3,045	$ 3,152	$ 3,262	$ 3,376	$ 3,496	$ 3,618	$ 3,743	$ 3,893
3		$ 3,122	$ 3,231	$ 3,344	$ 3,461	$ 3,582	$ 3,708	$ 3,837	$ 3,991
Vehicle Service Worker I	IAM								
3M January - June**	IAM	$ 2,699	$ 2,808	$ 2,921	$ 3,038	$ 3,159	$ 3,285	$ 3,414	$ 3,568
Vehicle Service Worker I	IAM								
3M July - December**	IAM	$ 2,671	$ 2,780	$ 2,893	$ 3,010	$ 3,131	$ 3,257	$ 3,386	$ 3,540
Vehicle Service Worker I	IAM								
4		$ 3,200	$ 3,311	$ 3,427	$ 3,548	$ 3,672	$ 3,801	$ 3,934	$ 4,091
5		$ 3,280	$ 3,395	$ 3,514	$ 3,636	$ 3,764	$ 3,894	$ 4,030	$ 4,192
6		$ 3,362	$ 3,479	$ 3,602	$ 3,727	$ 3,858	$ 3,992	$ 4,132	$ 4,297
7		$ 3,446	$ 3,567	$ 3,691	$ 3,820	$ 3,955	$ 4,093	$ 4,235	$ 4,404
7M January - June**	IAM	$ 3,023	$ 3,144	$ 3,268	$ 3,397	$ 3,532	$ 3,670	$ 3,812	$ 3,981
7M July - December**	IAM	$ 2,995	$ 3,116	$ 3,240	$ 3,369	$ 3,504	$ 3,642	$ 3,784	$ 3,953
8		$ 3,532	$ 3,656	$ 3,783	$ 3,915	$ 4,052	$ 4,195	$ 4,341	$ 4,515
9		$ 3,620	$ 3,746	$ 3,879	$ 4,014	$ 4,154	$ 4,299	$ 4,450	$ 4,628
Vehicle Service Worker II	IAM								
9M January - June**	IAM	$ 3,197	$ 3,323	$ 3,456	$ 3,591	$ 3,731	$ 3,876	$ 4,027	$ 4,205
Vehicle Service Worker II - Fire	IAM								
9M July - December**	IAM	$ 3,169	$ 3,295	$ 3,428	$ 3,563	$ 3,703	$ 3,848	$ 3,999	$ 4,177
Vehicle Service Worker II - Fire	IAM								
10		$ 3,711	$ 3,840	$ 3,974	$ 4,115	$ 4,259	$ 4,406	$ 4,561	$ 4,743
10T	Teamsters	$ 3,503	$ 3,632	$ 3,766	$ 3,907	$ 4,051	$ 4,198	$ 4,353	$ 4,535
Maintenance Worker I - Grounds	Teamsters								
11		$ 3,804	$ 3,937	$ 4,074	$ 4,217	$ 4,365	$ 4,517	$ 4,675	$ 4,862
Vehicle Parts Specialist	IAM								
11M January - June**	IAM	$ 3,381	$ 3,514	$ 3,651	$ 3,794	$ 3,942	$ 4,094	$ 4,252	$ 4,439
Vehicle Parts Specialist - Fire	IAM								
11M July - December**	IAM	$ 3,353	$ 3,486	$ 3,623	$ 3,766	$ 3,914	$ 4,066	$ 4,224	$ 4,411
Vehicle Parts Specialist - Fire	IAM								

12		**$ 3,897**	**$ 4,036**	**$ 4,176**	**$ 4,322**	**$ 4,474**	**$ 4,630**	**$ 4,792**	**$ 4,984**
13		**$ 3,996**	**$ 4,136**	**$ 4,280**	**$ 4,431**	**$ 4,585**	**$ 4,745**	**$ 4,912**	**$ 5,107**
Senior Vehicle Parts Specialist	IAM								
13M January - June**	**IAM**	**$ 3,573**	**$ 3,713**	**$ 3,857**	**$ 4,008**	**$ 4,162**	**$ 4,322**	**$ 4,489**	**$ 4,684**
Senior Vehicle Parts Specialist	IAM								
13M July - December**	**IAM**	**$ 3,545**	**$ 3,685**	**$ 3,829**	**$ 3,980**	**$ 4,134**	**$ 4,294**	**$ 4,461**	**$ 4,656**
Senior Vehicle Parts Specialist	IAM								
13T	**Teamsters**	**$ 3,788**	**$ 3,928**	**$ 4,072**	**$ 4,223**	**$ 4,377**	**$ 4,537**	**$ 4,704**	**$ 4,899**
Maintenance Worker II - Grounds	Teamsters								
14		**$ 4,096**	**$ 4,238**	**$ 4,387**	**$ 4,541**	**$ 4,700**	**$ 4,865**	**$ 5,035**	**$ 5,237**
15		**$ 4,198**	**$ 4,345**	**$ 4,497**	**$ 4,654**	**$ 4,818**	**$ 4,986**	**$ 5,160**	**$ 5,366**
15T	**Teamsters**	**$ 3,990**	**$ 4,137**	**$ 4,289**	**$ 4,446**	**$ 4,610**	**$ 4,778**	**$ 4,952**	**$ 5,158**
Grounds Maintenance Specialist I	Teamsters								
16		**$ 4,303**	**$ 4,454**	**$ 4,610**	**$ 4,772**	**$ 4,938**	**$ 5,109**	**$ 5,291**	**$ 5,502**
17		**$ 4,412**	**$ 4,565**	**$ 4,725**	**$ 4,890**	**$ 5,061**	**$ 5,240**	**$ 5,421**	**$ 5,638**
17T	**Teamsters**	**$ 4,204**	**$ 4,357**	**$ 4,517**	**$ 4,682**	**$ 4,853**	**$ 5,032**	**$ 5,213**	**$ 5,430**
Grounds Chemical Specialist	Teamsters								
Grounds Maintenance Specialist II	Teamsters								
Irrigation Specialist	Teamsters								
18		**$ 4,522**	**$ 4,679**	**$ 4,842**	**$ 5,012**	**$ 5,189**	**$ 5,369**	**$ 5,558**	**$ 5,780**
19		**$ 4,634**	**$ 4,796**	**$ 4,964**	**$ 5,138**	**$ 5,317**	**$ 5,505**	**$ 5,695**	**$ 5,924**
19T	**Teamsters**	**$ 4,426**	**$ 4,588**	**$ 4,756**	**$ 4,930**	**$ 5,109**	**$ 5,297**	**$ 5,487**	**$ 5,716**
Lead Maintenance Worker - Grounds	Teamsters								
20		**$ 4,750**	**$ 4,917**	**$ 5,089**	**$ 5,265**	**$ 5,451**	**$ 5,641**	**$ 5,838**	**$ 6,072**
Mechanic	IAM								
21		**$ 4,869**	**$ 5,039**	**$ 5,214**	**$ 5,399**	**$ 5,586**	**$ 5,782**	**$ 5,985**	**$ 6,224**
22		**$ 4,990**	**$ 5,164**	**$ 5,347**	**$ 5,531**	**$ 5,726**	**$ 5,927**	**$ 6,134**	**$ 6,380**
Building Inspector I	Plumbers & Steamfitters								
22M January - June**	**IAM**	**$ 4,567**	**$ 4,741**	**$ 4,924**	**$ 5,108**	**$ 5,303**	**$ 5,504**	**$ 5,711**	**$ 5,957**
22M July - December**	**IAM**	**$ 4,539**	**$ 4,713**	**$ 4,896**	**$ 5,080**	**$ 5,275**	**$ 5,476**	**$ 5,683**	**$ 5,929**
23		**$ 5,114**	**$ 5,295**	**$ 5,478**	**$ 5,671**	**$ 5,870**	**$ 6,074**	**$ 6,288**	**$ 6,539**
Plans Examiner I	Plumbers & Steamfitters								
24		**$ 5,244**	**$ 5,425**	**$ 5,617**	**$ 5,813**	**$ 6,016**	**$ 6,227**	**$ 6,444**	**$ 6,702**
Senior Mechanic	IAM								
Code Enforcement Officer	Plumbers & Steamfitters								
24M January - June**	**IAM**	**$ 4,821**	**$ 5,002**	**$ 5,194**	**$ 5,390**	**$ 5,593**	**$ 5,804**	**$ 6,021**	**$ 6,279**
Emergency Equipment Mechanic	IAM								
24M July - December**	**IAM**	**$ 4,793**	**$ 4,974**	**$ 5,166**	**$ 5,362**	**$ 5,565**	**$ 5,776**	**$ 5,993**	**$ 6,251**
Emergency Equipment Mechanic	IAM								
25		**$ 5,373**	**$ 5,562**	**$ 5,756**	**$ 5,958**	**$ 6,167**	**$ 6,383**	**$ 6,607**	**$ 6,870**

26		**$ 5,509**	**$ 5,701**	**$ 5,900**	**$ 6,107**	**$ 6,322**	**$ 6,542**	**$ 6,771**	**$ 7,042**
26M January - June**	**IAM**	**$ 5,086**	**$ 5,278**	**$ 5,477**	**$ 5,684**	**$ 5,899**	**$ 6,119**	**$ 6,348**	**$ 6,619**
26M July - December**	**IAM**	**$ 5,058**	**$ 5,250**	**$ 5,449**	**$ 5,656**	**$ 5,871**	**$ 6,091**	**$ 6,320**	**$ 6,591**
27		**$ 5,646**	**$ 5,844**	**$ 6,049**	**$ 6,260**	**$ 6,480**	**$ 6,705**	**$ 6,940**	**$ 7,218**
Plans Examiner II	Plumbers & Steamfitters								
28		**$ 3,280**	**$ 3,395**	**$ 3,514**	**$ 3,636**	**$ 3,764**	**$ 3,894**	**$ 4,030**	**$ 4,192**
Building Inspector II	Plumbers & Steamfitters								
28M January - June**	**IAM**	**$ 2,857**	**$ 2,972**	**$ 3,091**	**$ 3,213**	**$ 3,341**	**$ 3,471**	**$ 3,607**	**$ 3,769**
Senior Emergency Equipment Mechanic	IAM								
28M July - December**	**IAM**	**$ 2,829**	**$ 2,944**	**$ 3,063**	**$ 3,185**	**$ 3,313**	**$ 3,443**	**$ 3,579**	**$ 3,741**
Senior Emergency Equipment Mechanic	IAM								
28T	**Teamsters**	**$ 3,072**	**$ 3,187**	**$ 3,306**	**$ 3,428**	**$ 3,556**	**$ 3,686**	**$ 3,822**	**$ 3,984**
29		**$ 5,932**	**$ 6,139**	**$ 6,354**	**$ 6,577**	**$ 6,807**	**$ 7,045**	**$ 7,291**	**$ 7,584**
30		**$ 6,080**	**$ 6,293**	**$ 6,513**	**$ 6,742**	**$ 6,978**	**$ 7,221**	**$ 7,475**	**$ 7,773**
30T	**Teamsters**	**$ 5,872**	**$ 6,085**	**$ 6,305**	**$ 6,534**	**$ 6,770**	**$ 7,013**	**$ 7,267**	**$ 7,565**
Public Works Supervisor - Grounds	Teamsters								
31		**$ 6,232**	**$ 6,450**	**$ 6,676**	**$ 6,909**	**$ 7,151**	**$ 7,402**	**$ 7,660**	**$ 7,967**
Plans Examiner III	Plumbers & Steamfitters								
32		**$ 6,387**	**$ 6,612**	**$ 6,843**	**$ 7,082**	**$ 7,330**	**$ 7,587**	**$ 7,852**	**$ 8,167**
Building Inspector III	Plumbers & Steamfitters								
33		**$ 6,547**	**$ 6,777**	**$ 7,015**	**$ 7,260**	**$ 7,513**	**$ 7,778**	**$ 8,050**	**$ 8,371**
Plans Examiner IV	Plumbers & Steamfitters								
34		**$ 6,711**	**$ 6,946**	**$ 7,190**	**$ 7,442**	**$ 7,701**	**$ 7,972**	**$ 8,251**	**$ 8,580**
Lead Building Inspector	Plumbers & Steamfitters								
**** Pension Rehab Contribution Reduction:**									
1-1-20 to 6-30-20: $2.44									
7-1-20 to 12-31-20: $2.60									

Appendix B - Paid Time Off (PTO) Accrual Schedule
Effective 10-1-2015

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired between January 1, 1980 and March 24, 2003**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired after March 24, 2003**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
1-2	15	22.5	360	45	528	66
3-5	18.34	27.5	440	55	608	76
6-10	20.34	30.5	488	61	656	82
11-15	22.34	33.5	536	67	704	88
16-20	24.34	36.5	584	73	752	94
21+	26.34	39.5	632	79	800	100

Employee Paid Time Off (PTO) Accrual Schedule **For employees hired before January 1, 1980**						
During Year of Service	Hours Per Month	Days Per Year (Based on an 8 hour day)	Maximum Accumulation Hours / Days (Based on an 8 hour day) (Max amount of payout at separation)		Maximum Accumulation Hours / Days (Based on an 8 hour day)	
21+	28.34	42	680	85	848	106

Appendix C – 2019 Union Health Insurance Costs

Insurance Options:	Total Cost	City's Monthly Contribution	Employee's Monthly Premium Cost	Employee Monthly Cost Increase *(from 2018)*
Regence PPO w/VSP				
Employee only	$671.88	$617.60	**$54.28**	$26.06
Employee & Spouse	$1,411.69	$1,201.62	**$210.07**	$55.54
Family	$1,949.59	$1,626.51	**$323.08**	$76.70
Employee & Children	$1,210.12	$1,042.43	**$167.69**	$47.62
Regence PPO High-Deductible w/VSP				
Employee only	$529.23	$486.20	**$43.03**	$20.82
Employee & Spouse	$1,111.44	$1,021.04	**$90.40**	$43.73
Family	$1,534.85	$1,410.03	**$124.82**	$60.39
Employee & Children	$952.70	$875.26	**$77.44**	$37.48
Kaiser				
Employee only	$625.48	$575.02	**$50.46**	-$3.40
Employee & Spouse	$1,250.97	$1,079.75	**$171.22**	-$14.01
Family	$1,876.45	$1,584.50	**$291.95**	-$24.62
Employee & Children	$1,125.87	$978.81	**$147.06**	-$11.89
Kaiser High-Deductible				
Employee only	$435.76	$400.59	**$35.17**	-$2.37
Employee & Spouse	$871.51	$801.18	**$70.33**	-$4.74
Family	$1,307.27	$1,201.79	**$105.48**	-$7.11
Employee & Children	$784.36	$721.08	**$63.28**	-$4.27

2019 Opt-Out: $230/month (taxable income to employee)

Delta Dental Buy Up Options	Employee Share
Employee Only	$2.81
Employee & Spouse	$4.91
Family	$8.56
Employee & Children	$6.43

International Machinists Union
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and International Machinists Union District Lodge #W24, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 Although the City of Vancouver maintains the ability to make work assignments as workload dictates, the city recognizes the work performed by mechanics shall be as follows: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleaning, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging, excavating equipment, fire apparatus, trucks, ladders and related equipment, other emergency equipment associated with fire emergency equipment and associated with fire emergency vehicles, and all types of machinery that are propelled by any type of combustion engine, and all of the machine or grinding processes connected with the foregoing including welding.

1.2. The primary work assignments of the Emergency Mechanics will remain focused on Fire Apparatus such as fire engines, fire trucks, water tenders, brush rigs, heavy rescue and specialty equipment.

1.3. None of the preceding work may be performed by the equipment superintendent.

1.4 Seniority for all mechanics will be defined as the length of service in that classification for the purpose of vacation scheduling, layoff for lack of work, overtime, and call back offers.

2. Employee Tools, Safety Boots and Safety Glasses

2.1 Each employee holding the position of mechanic or senior mechanic is required to provide, at their own expense, a basic set of tools appropriate to perform the work required of a journey level mechanic, including metric hand tools. The shop sets of metric tools currently provided by the city will remain available to employees, but will not be expanded or replaced.

2.2 *Tool/Safety Boot Allowance*

2.2.1 Each employee holding the following positions will be provided an annual tool/safety boot allowance as outlined below:

	2019	2020
Mechanics	$1,125	$1,200
Senior Mechanics	$1,125	$1,200
Emergency Equipment Mechanics	$1,125	$1,200

	2019	2020
Vehicle Service Worker II	$843.75	$900
Vehicle Service Worker I	$562.50	$600

This allowance is to be used for tool and safety boot replacement and upgrading an employee's tool inventory.

The tool/safety boot allowance will be made to the employee on a monthly basis (1/12th payment monthly) through payroll.

2.2.2 All employees in the above classifications must wear industrial safety toe shoes at all times.

2.2.3 The Employer agrees to insure, for fire and burglary, the hand tools (including the tool box and electronic test equipment) which are in the possession of the employee at the Employer's place of work. The employee will be responsible to annually digitally photograph all tools that he or she owns and provide the Employer with a copy of such documentation. The camera used for this purpose shall be made available by the Employer. In addition, the employee will provide to the City a written inventory of all tools over $300 in value, including make and model, which inventory would be necessary documentation to provide the city if the need arose to make a claim for the loss of those tools.

2.3 Safety Glasses. All shop employees must wear safety glasses, with the Employer providing said glasses. For employees that desire prescription safety glasses, the Employer will provide reimbursement for prescription safety glasses on an annual basis, up to an annual maximum of $200. Reimbursement under this article is subject the employee providing detailed receipts of the purchase to the Employer.

3. Western Metal Industry Pension Plan

3.1 The members represented by Machinists Local 1432 will be allowed to participate in the Western Metals Industry Pension Plan by diverting part of their wages into the plan. The amount of the contribution will be determined by majority vote of the affected members of IAM Local 1432. The members employed at Operations and those at the Fire Department will vote as separate units.

a. Rehabilitation Plan for the Western Metal Industry Pension Fund. Effective May 28, 2010 a rehabilitation plan was instituted for the pension plan due to a determined actuarial status of "critical." The parties have agreed to follow the plan as outlined below until such time as there an amendment to or ending of the rehabilitation by the Plan.

Effective Date	Contribution Rate
7-1-2016	$1.96
7-1-2017	$2.12
7-1-2018	$2.28
7-1-2019	$2.44
7-1-2020	$2.60
7-1-2021	$2.76

4.1 This plan shall be in addition to, and will not replace, the Washington Public Employees Retirement System (PERS).

4. Shift Assignments

4.1 Assignment to vacancies on shifts will be made based upon seniority when the employee meets the qualifications of the new shift and the Employer's work needs.

4.2 Shift preference must be filed more than three (3) working days prior to an organization effecting a shift change or declaring a job opening by submission of a dated open requisition. Forms will be provided and made available by the City. If an employee does not file a shift preference, it shall be assumed that he/she is on his/her preferred shift.

4.3 Under no circumstances will the provisions of this section be construed to enable an employee, at his/her request, to displace or "bump" a less senior employee from his/her job and shift.

5. Emergency Equipment Mechanics Subsection:

In addition to Articles 1 - 4, the following language applies to Emergency Equipment Mechanics Only.

5.1 Job Requirements for Emergency Equipment Mechanics:

In order to apply for the position of emergency equipment mechanic, applicants must possess ASE certifications as noted in the job classification and job notice. In addition, within the time period outlined in the job classification, emergency equipment mechanics must become certified in all EVT areas as outlined in the job classification.

5.2. The city shall pay all fees associated with maintaining ASE certifications, and with obtaining and maintaining EVT certifications. This shall include costs required for out-of-town travel, food, and lodging, associated with these exams.

6. Limited PTO Sell-Back Program

6.1 Employees working in the Fire Department's Emergency Equipment (an Enterprise Fund that does a significant amount of work for outside agencies) may sell-back up to a maximum of forty (40) hours of PTO per calendar year. The payout of PTO hours would occur on a once per year basis between October 1 and November 1 annually.

7. VEBA Medical Reimbursement Plan

7.1 On behalf of all IAM members in the Union's bargaining unit employed in the Fire Shop of the City of Vancouver (the "group"), contributions on behalf of each employee in the group shall be mandatory and based on a payroll deduction. The dollar amount of pre-tax contribution shall be determined on an annual basis.

8. Working Out of Classification

8.1 When an employee is required to act as a temporary supervisor they shall be paid in accordance with Article 11.7 of the Agreement.

9. Termination and Renewal

9.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this _______ day of ___________________, 2019.

For the Employer	**For the Union**
______________________________	______________________________
Eric Holmes, City Manager	Larry Warren, IAM District Lodge #W24
______________________________	
Lenda Crawford, Deputy City Manager	

Approved as to form:

____
Jonathan Young, Acting City Attorney

Attest:

____
Natasha Ramras, City Clerk

Plumbers and Steamfitters Local 290
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and Plumbers and Steamfitters, Local 290, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. Work Jurisdiction

1.1 The work of the Development Review Division and delegated by the Building Official as provided for in Vancouver Municipal Code, as represented by the United Association of Plumbers and Steamfitters Local 290, shall include all site inspections and plan review of all building, plumbing, mechanical, structural, electrical, property maintenance and zoning requirements, as well as any adopted building codes or standards of the City. Recognition of Development Review Division work groups are as follows: Building Inspection, Building Electrical Inspection, Building Plan Review and Code Compliance.

2. Acting or Out-of-Class Assignments

2.1 When acting or out-of-class for a maximum 6 month assignment opportunities are available to higher paying positions, preference shall be give on a rotation basis to qualified employees within the division/work group. The rotation list shall be by workgroup seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out of class assignment.

3. Training, Certification and License Allowance

3.1 Employees shall receive $110 per month for one (1) additional certification beyond the minimum required and relevant to job duties as per DRS Policy 1726 Employee Inspection Certification Allowance.

3.2 DRS Policy 1726 Employee Inspection Certification Allowance will be maintained by DRS for the term of this agreement. The policy will not be modified except by agreement with UA Local 290.

3.3 The Employer will, reimburse the employee for any fees paid for required certification tests and renewals, and training. When an employee holds more than 1 certification, where possible and permissible by ICC, they will renew their certifications together. The employee will provide the City with evidence of satisfactory completion of any necessary tests.

3.4 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt and evidence of satisfactory completion of any necessary tests.

4. Employee Clothing Allowance

4.1 The Employer shall reimburse the employee for clothing required by the employer and/or WISHA, up to a maximum of $350 per Inspector and Code Compliance Officer and $250 per Plans Examiner per calendar year and where relevant and appropriate, that such clothing displays the City logo. When working in the field, employees are required to wear at least one piece of clothing with the City's name and logo visible at all times.

4.2 Reimbursements shall be made within thirty (30) days after the employee provides the City with a receipt. Purchases will be made through a City approved catalog/website/contract. Any additional costs to put the logo onto purchased clothing will be counted in the maximum annual allowance.

5. Scheduled Overtime

5.1 Scheduled overtime and call back shall be offered to the assigned Project Inspector, Code Compliance Officer or Plans Examiner first, then to the most senior qualified person on the workgroup seniority list. If the seniority list is exhausted the least senior will be assigned the overtime or call back.

6. Termination and Renewal

6.1 Provisions for termination and renewal for this addendum shall be identical to the master agreement.

Dated this______________ day of _______________, 2019.

For the Employer	**For the Union**
______________________________	______________________________
Eric Holmes, City Manager	Pat Christensen, Plumbers and Steamfitters, Local 290

____
Lenda Crawford, Deputy City Manager

Approved as to form:

____
Jonathan Young, Acting City Attorney

Attest:

____
Natasha Ramras, City Clerk

Teamsters, Local #58
Addendum Agreement

This agreement, as of the date indicated therein, by and between the City of Vancouver, a municipal corporation of the State of Washington and hereinafter referred to as the Employer, and the International Brotherhood of Teamsters, Local #58, hereinafter referred to as the Union, WITNESSES that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the Agreement, and terms and conditions of an addendum agreement, hereinafter referred to as the Addendum, relating to regular employees of the Employer and hereinafter referred to as employees represented by the Union and described in this addendum to special wages, hours, and other terms and conditions of employment of such employees and wish to reduce the addendum to writing agree hereto as follows, and to be part of the agreement.

1. License Fees

1.1 The City will pay all fees for certifications required by the City.

2. Termination and Renewal

2.1. Provisions for termination and renewal for this addendum shall be identical to the master agreement.

3. Acting or Out-Of-Class Assignments

3.1 When acting or out-of-class appointments are made to higher paying positions, preference shall be given on a rotation basis to qualified employees within the division. The rotation list shall be by seniority. Employees must have one (1) year of service prior to consideration for placement on the rotation list. When the most senior employee has been given an out-of-class appointment, the next appointment shall be given to the next lower person on the list. Employees on the list have the option of refusing the out-of-class appointment.

4. Western Conference of Teamsters Pension Plan

4.1 Effective January 1, 2016, the Employer shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work of the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be eighty cents ($0.80) per compensable hour.

Thereafter, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each employee performing work in the bargaining unit, for each hour in which compensation is paid. The hourly contribution rate shall be allocated as follows:

Effective Date	Total $/Hour
1/1/12	$.60
1/1/13	$.70
1/1/14	$.80

1/1/17	$1.00
1/1/18	$1.20

All contributions to be allocated to the Basic Plan.

4.2 Otherwise-excluded employees or workers are to be included in the Employer-paid mandatory participation of the Western Conference of Teamsters Pension Plan if they are performing work within the jurisdiction of this unit, including those on a temporary or seasonal basis and those in a ‘Supervisory’ or ‘Lead’ position.

4.3 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trust of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each employee performing the work of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be breach of this Agreement.

4.4 The Western Conference of Teamsters Pension Plan shall continue to be an additional retirement plan, and will not replace, the Washington Public Employees Retirement System (PERS).

5. Scheduled Overtime

5.1 Scheduled overtime will be from the grounds seniority list on a rotation basis by their city hire date. The assigned supervisor/designee will rotate through the seniority list consistently through each event. Multiple day events will be scheduled on a day by day basis.

5.2 Overtime will not be approved for staff on light duty, or work restrictions relevant to scheduled overtime.

5.3 Employees on their initial probation period may work scheduled overtime if they:

a. Possess valid CDL, if relevant to overtime and;
b. Successfully trained in operation of all equipment relevant to overtime.
c. Or work with another qualified employee.

5.4 An employee on probation may work overtime if it is the continuation of a normal work day to finish a specific task, and is approved by a supervisor/designee.

5.5 If employee is on PTO, the supervisor/designee will place one call to their primary phone. Employee will have until the of that normal work day to reply before next person is contacted.

5.6 Grounds employees in a career development role outside their work group will be contacted for overtime assignments following the rotation guidelines listed above.

5.7 Department cross training/rotation – employee will be contacted by supervisor/designee for overtime by placing one call to the employee’s primary phone. Employee will have until the end of that normal work day to reply before the next person is contacted.

5.8 The assigned supervisor/designee will maintain a list that shows accepted or unaccepted overtime and dates.

6. Regular Appointments

6.1 When regular appointments are made, current employees shall be given preference by their seniority if their qualifications are equal or superior to those of other applicants.

7. Shift Assignments

7.1 The Employer and the employee also recognize the need from time to time for temporary shift reassignments when an emergency does not exist. In these situations, the Employer agrees to give the employee a minimum of twenty-four (24) hours' notice in advance of the new shift starting time. Regular shift reassignments shall be according to Article 10 of the master agreement.

7.2 From time to time, 4-day week, ten (10) hour work schedules may be temporarily rescheduled to fill needs due to sick leave, military leave, or other unanticipated absences. This would involve transferring an employee from one period of four (4) consecutive days to another. Such rescheduling will not be subject to provisions for premium pay on the first, second, and third day; provided that the following criteria are met:

7.2.1 Any time a work schedule is changed, it will consist of consecutive days of work.

7.2.2 Employees will be notified of the rescheduling at least twenty-four (24) hours in advance of the new work schedule.

7.2.3 The shift change shall be of a temporary nature not to exceed thirty (30) days.

7.2.4 Employees may request shift changes, but the city shall assume no obligation for premium pay on the initial first, second, or third day of the new shift.

8. Wages

8.1 At the time of ratification of this agreement, employees, by a majority vote, may elect to divert wages from the negotiated increase, into the pension to be contributed into the Western Conference of Teamsters Pension Plan during the first year of this Agreement.

8.2 Employees by a majority vote may elect to divert negotiated wage increases into the pension to be contributed to into the "Western Conference of Teamsters Pension Plan" on an annual basis.

9. Corrections Crews and Volunteer Use and Limitations

9.1 This section is limited to establish the use of corrections crews and volunteers including instituting limitations on the same.

9.2 Corrections crews and volunteers are controlled by the employer and may be utilized with limitations as approved by the Operations Center Manager or designee. Work performed by the corrections crews shall be directed by employees of the bargaining unit.

9.3 Work performed by corrections crews and volunteers is limited to the following:

a) Storm debris cleanup and removal;

b) Litter patrol cleanup duties including emptying trash bins and performing hand cleanup;

c) Use of manual tools for raking shrub beds, medians, turf areas around tree bases and headstones and the raking of grass and heavy clippings;

d) Manual weeding and invasive vegetation removal other than the exclusions subject to paragraph (e) below;

e) Use of weed eaters and edgers only for park perimeters, right of ways and/or overgrown areas and medians except for manicured areas;[1]

f) Use of back pack blowers;

g) Hand painting of picnic table boards;

h) Volunteer work shall be mutually agreed upon between the employer and the Union*

i) Other work as mutually agreed upon between the employer and the Union*.

*Union Stewards are designated by the union business representative to act as the Union's volunteer coordinator for the purpose of entering into an agreement for work projects identified herein.

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[1] Effective October 19, 2011 and through the life of this Agreement, in the event of layoffs, the tasks subject to paragraph (e) shall not be permitted by corrections crews, except for safety/liability sensitive areas including medians and right of ways.

Dated this _______ day of ___________________, 2019.

For the Employer

____

Eric Holmes, City Manager

____

Lenda Crawford, Deputy City Manager

For the Union

____

Walter LaChapelle, Teamsters,
Local #58

Approved as to form:

____

Jonathan Young, Acting City Attorney

Attest:

____

Natasha Ramras, City Clerk

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

$ 11,653,783.96	this 9th day of September 2019.

MAYOR

COUNCILMEMBER

Rebecca

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 20 - September 2	Accounts Payable Checks (see attached)	$ 8,134,561.08
August 20 - September 2	Hansen City Payments (see attached)	$ 359,413.34
August 20 - September 2	Visa Refunds (see attached)	$ 3,057.06
August 20 - September 2	Payroll Checks (see attached)	$ 3,156,752.48
TOTAL		**$ 11,653,783.96**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire		8/14/2019	8,652.82	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/16/2019	8,832.60	Athlactron Holding	
Supplier Payment	Manual Wire		8/16/2019	5,070.00	Washington Dental Service	
Supplier Payment	Manual Wire		8/19/2019	3,125.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/19/2019	127,847.46	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/19/2019	25,501.42	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire		8/19/2019	50,589.82	Symetra Life Insurance Company	
Supplier Payment	Manual Wire		8/19/2019	974.70	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/19/2019	13,709.35	Washington Dental Service	
Supplier Payment	Manual Wire		8/20/2019	26,222.85	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/22/2019	180.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		8/23/2019	11,490.72	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire		8/23/2019	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire		8/23/2019	52,665.43	ICMA 401A	
Supplier Payment	Manual Wire		8/23/2019	155,990.98	ICMA Corp	
Supplier Payment	Manual Wire		8/23/2019	22,931.48	ING	
Supplier Payment	Manual Wire		8/23/2019	56,693.87	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		8/23/2019	748,694.40	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		8/23/2019	1,462.32	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		8/23/2019	24,538.87	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/23/2019	4,093.43	Washington SDU	
Supplier Payment	Manual Wire		8/23/2019	21,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire		8/23/2019	13,724.39	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/26/2019	162,370.65	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/26/2019	873,461.60	Internal Revenue Service	
Supplier Payment	Manual Wire		8/26/2019	16,091.10	Washington Dental Service	
Supplier Payment	Manual Wire		8/27/2019	8,207.82	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/27/2019	20,957.00	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		8/28/2019	270.00	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire		8/28/2019	334,226.94	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		8/29/2019	978,510.02	Operations Management International Inc	
Supplier Payment	Manual Wire		8/29/2019	15,616.14	Operations Management International Inc	
Supplier Payment	Manual Wire		8/29/2019	37,427.91	Operations Management International Inc	
Supplier Payment	Manual Wire		8/29/2019	686,485.68	Rotschy Inc	
Supplier Payment	Manual Wire		8/29/2019	144.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		8/30/2019	32,835.80	Gallagher Bassett Services Inc	
Expense Payment	Direct Deposit	EFT-00019775	8/22/2019	5.00	Lauren DiPalma	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019776	8/22/2019	13.50	Tanya Gray	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019777	8/22/2019	232.75	Nikki Guillot	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019778	8/22/2019	66.00	Steven Neal	Employee Reimbursement

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Expense Payment	Direct Deposit	EFT-00019779	8/22/2019	2,308.59	Eric Hahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019780	8/22/2019	3.00	Rainy Rau	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019781	8/22/2019	383.03	Chad Michael	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019782	8/22/2019	330.02	Doug Koellermeier	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019783	8/22/2019	9.01	Barbara Kipp	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019784	8/22/2019	17.09	Ryan Starbuck	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00019785	8/22/2019	335.50	Drew Klaetsch	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019786	8/22/2019	86.25	Cameron McAnally	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019787	8/22/2019	231.00	Tyson Taylor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019788	8/22/2019	285.00	Kathleen McNicholas	Travel Advance
Expense Payment	Direct Deposit	EFT-00019789	8/22/2019	30.45	Julie Hannon	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00019985	8/29/2019	57.00	Todd Schwartz	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019986	8/29/2019	291.00	Sean Dumas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019987	8/29/2019	202.00	Andrew Jeffers	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00019988	8/29/2019	198.34	Joseph Brannan	Travel Advance
Expense Payment	Direct Deposit	EFT-00019989	8/29/2019	57.00	Robin Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019990	8/29/2019	131.74	Joseph Graaff	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019991	8/29/2019	19.46	Heather Abbott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019992	8/29/2019	5.00	Richard McConaghy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019993	8/29/2019	57.00	Richard Rich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019994	8/29/2019	98.60	Megun Tryon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019995	8/29/2019	19.83	Ivar Christensen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019996	8/29/2019	20.00	Tara Erickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019997	8/29/2019	0.25	Travis Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019998	8/29/2019	110.00	Gerardo Gutierrez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00019999	8/29/2019	57.00	Greg Catton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020000	8/29/2019	13.50	Gail Truax	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020001	8/29/2019	86.25	Jack Roy	Employee Reimbursement

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Expense Payment	Direct Deposit	EFT-00020002	8/29/2019	174.58	Gene Juve	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020003	8/29/2019	158.50	Truc Price	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020004	8/29/2019	57.72	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020005	8/29/2019	57.00	Cameron McAnally	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020006	8/29/2019	149.19	Josh Honomichl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020007	8/29/2019	1,796.66	Vanessa Jordan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020008	8/29/2019	100.00	Justin Kelsom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020009	8/29/2019	158.50	Ed Schmitt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00020010	8/29/2019	2.90	Judith Bailey	Employee Reimbursement
Customer Refund	Check	4576	8/12/2019	1,000.00	VANDEVCO OFFICE TOWER LLC # 6730	
Supplier Payment	Check	4577	8/23/2019	8,923.71	Aflac	
Supplier Payment	Check	4578	8/23/2019	5,425.23	AFSCME Local #307	
Supplier Payment	Check	4579	8/23/2019	3,612.00	Chapter 13 - Trustee	
Supplier Payment	Check	4580	8/23/2019	21,050.84	IAFF Local #452	
Supplier Payment	Check	4581	8/23/2019	751.06	IAM Local #1374	
Supplier Payment	Check	4582	8/23/2019	67.12	Legal Shield	
Supplier Payment	Check	4583	8/23/2019	8,163.74	Life Insurance Company of North America	
Supplier Payment	Check	4584	8/23/2019	575.00	MFS Service Center Inc	
Supplier Payment	Check	4585	8/23/2019	383.52	OPEIU Local #11	
Supplier Payment	Check	4586	8/23/2019	140.04	OPEIU Local #11	
Supplier Payment	Check	4587	8/23/2019	4,969.58	OPEIU Local #11	
Supplier Payment	Check	4588	8/23/2019	617.26	Oregon SDU	
Supplier Payment	Check	4589	8/23/2019	640.00	Teamsters Local #58	
Supplier Payment	Check	4590	8/23/2019	332.50	UA Local #290	
Supplier Payment	Check	4591	8/23/2019	1,338.28	United Way of the Columbia Willamette	
Supplier Payment	Check	4592	8/23/2019	13,032.78	Vancouver Police Officer Guild	
Supplier Payment	Check	4593	8/23/2019	3,064.82	Western Conference of Teamsters	
Supplier Payment	Check	4594	8/23/2019	1,090.68	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	4595	8/21/2019	58.05	Advanced Electric Inc	MPE-267059
Ad Hoc Payment	Check	4596	8/21/2019	59.45	ALICYN MOLYNEUX	Reissue 601154
Ad Hoc Payment	Check	4597	8/21/2019	57.08	All Fuel Installation & Service	MPE-257785
Ad Hoc Payment	Check	4598	8/21/2019	60.00	Allisanndria Canfield	2004724.058
Ad Hoc Payment	Check	4599	8/21/2019	350.00	Aurea Garcia	2004721.058
Ad Hoc Payment	Check	4600	8/21/2019	673.11	Bagley Park Investments LLC	CMI-263167
Ad Hoc Payment	Check	4601	8/21/2019	46.00	Becky J Anderson	2004747.058 and 2004759.058
Ad Hoc Payment	Check	4602	8/21/2019	290.00	Brandi Miller	REFUND BUS LIC
Ad Hoc Payment	Check	4603	8/21/2019	100.00	Burton-Evergreen Neighborhood Association	20190812
Ad Hoc Payment	Check	4604	8/21/2019	1,421.55	Carl Rambow	20190806
Ad Hoc Payment	Check	4605	8/14/2019	100.00	Cascade Highlands Neighborhood Association	Printed on 8/21
Ad Hoc Payment	Check	4606	8/21/2019	230.39	Cascadia Development Partners	CMI-265073
Ad Hoc Payment	Check	4607	8/21/2019	600.00	Clark County Title	Ekstrom; Hamilton; Graham

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4608	8/14/2019	100.00	East Mill Plain Neighborhood Association	Printed on 8/21
Ad Hoc Payment	Check	4609	8/14/2019	120.00	East Mill Plain Neighborhood Association	Printed on 8/21
Ad Hoc Payment	Check	4610	8/21/2019	57.08	Environmental Works NW LLC	MPE-266241
Ad Hoc Payment	Check	4611	8/21/2019	57.08	Eric Olson Electric Inc	MPE-266417
Ad Hoc Payment	Check	4612	8/21/2019	3 756.25	Girod Family Enterprises	SWR-265896
Ad Hoc Payment	Check	4613	8/14/2019	100.00	Harney Heights Neighborhood Association	Printed on 8/21
Ad Hoc Payment	Check	4614	8/21/2019	57.09	Henco Plumbing Services	MPE-267783
Ad Hoc Payment	Check	4615	8/21/2019	200.00	Jaime Ferruzca	2004481.058
Ad Hoc Payment	Check	4616	8/21/2019	133.79	Jeffrey Lane	190821
Ad Hoc Payment	Check	4617	8/21/2019	315.94	John G Niemeyer Jr Trust	RES-261721
Ad Hoc Payment	Check	4618	8/21/2019	78.88	Malia Knapp-Rossi	190821 Mileage
Ad Hoc Payment	Check	4619	8/14/2019	100.00	Maplewood Neighborhood Association	Printed on 8/21
Ad Hoc Payment	Check	4620	8/21/2019	100.00	Mauricio Flores	2004722.058
Ad Hoc Payment	Check	4621	8/21/2019	278.75	Michelle Moulton	190821
Ad Hoc Payment	Check	4622	8/21/2019	65.66	Modern Plumbing Co	MPE-256730
Ad Hoc Payment	Check	4623	8/21/2019	91.34	OEG Inc	MPE-267801
Ad Hoc Payment	Check	4624	8/21/2019	913.00	PLS Engineering	PIR-75697
Ad Hoc Payment	Check	4625	8/21/2019	58.04	Prairie Electric	MPE-262317
Ad Hoc Payment	Check	4626	8/21/2019	913.00	Provision Investments	PIR-75274
Ad Hoc Payment	Check	4627	8/21/2019	650.00	Seidy Selvianow	2000848.012
Ad Hoc Payment	Check	4628	8/21/2019	57.08	Shawn Carlisle	MPE-265031
Ad Hoc Payment	Check	4629	8/21/2019	9,626.92	State of Washington	
Ad Hoc Payment	Check	4630	8/21/2019	1,012.57	SW Washington Health Systems	CMI-262690
Ad Hoc Payment	Check	4631	8/21/2019	1,674.86	Taylor Stone	190821
Ad Hoc Payment	Check	4632	8/21/2019	1,715.00	Vancouver Brewfest Foundation	2000847.012
Ad Hoc Payment	Check	4633	8/21/2019	55.95	Vancouver Housing Authority	SDP-265694
Ad Hoc Payment	Check	4634	8/21/2019	6,008.75	Vancouver School District #37	SWR-264542
Ad Hoc Payment	Check	4635	8/21/2019	903.19	Vancouver Schools	CMI-263679
Ad Hoc Payment	Check	4636	8/21/2019	183.68	Wilen Enterprises LLC	MPE-249642
Ad Hoc Payment	Check	4637	8/21/2019	57.08	Wire Nutz Electric	MPE-266113
Ad Hoc Payment	Check	4638	8/21/2019	42.10	Alfson,Christopher L	Utility Refunds: 0109024080-02
Ad Hoc Payment	Check	4639	8/21/2019	1,313.50	Conners,Candi	Utility Refunds: 0019074600-18
Ad Hoc Payment	Check	4640	8/21/2019	65.06	Equity West Lth Pool 1 LLC	Utility Refunds: 0092028202-10
Ad Hoc Payment	Check	4641	8/21/2019	31.89	Esser,Mark	Utility Refunds: 0101021627-05
Ad Hoc Payment	Check	4642	8/21/2019	70.60	Gunsel,David	Utility Refunds: 0000007431-01
Ad Hoc Payment	Check	4643	8/21/2019	70.60	Hodge,Paul and Bryn	Utility Refunds: 0000007431-01
Ad Hoc Payment	Check	4644	8/21/2019	429.50	Manor Homes Washington, Inc	Utility Refunds: 0500002387-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4645	8/21/2019	84.09	Miller,Brigitte G	Utility Refunds: 0000002678-02
Ad Hoc Payment	Check	4646	8/21/2019	595.90	Miller,Brigitte G	Utility Refunds: 0000002678-02
Ad Hoc Payment	Check	4647	8/21/2019	65.48	Reeves,Scott M and Erin B	Utility Refunds: 0042016900-16
Ad Hoc Payment	Check	4648	8/21/2019	89.64	Roberts,Jennifer	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	4649	8/21/2019	96.86	Roberts,Jennifer	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	4650	8/21/2019	111.30	Roberts,Jennifer	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	4651	8/21/2019	134.95	Roger and Sharon Borgerson Rev Trust	Utility Refunds: 0011033600-01
Ad Hoc Payment	Check	4652	8/21/2019	84.97	Slusher,Roy G	Utility Refunds: 0077002200-10
Ad Hoc Payment	Check	4653	8/21/2019	301.72	State of Washington	Utility Refunds: 0000001143-03
Ad Hoc Payment	Check	4654	8/21/2019	76.60	Team Construction	Utility Refunds: 0000007431-01

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4655	8/21/2019	1.28	Team Construction	Utility Refunds: 0000007431-01
Ad Hoc Payment	Check	4656	8/21/2019	364.71	Team Construction	Utility Refunds: 0000007431-01
Ad Hoc Payment	Check	4657	8/21/2019	1,000.00	Wallace,William	Utility Refunds: 0106033050-03
Cash Advance Payment	Check	4658	8/21/2019	565.00	Kevin Barton	Travel Advance
Customer Refund	Check	4659	8/20/2019	1,532.73	BARBARA BASNETT	
Customer Refund		5660	8/14/2019	2,812.47	WA St. Department of Ecology	Printed on 8/21
Supplier Payment	Check	4661	8/21/2019	1,696.00	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	4662	8/21/2019	2.98	Airgas, Inc	
Supplier Payment	Check	4663	8/21/2019	1,606.00	Allegheny Answering Services	
Supplier Payment	Check	4664	8/21/2019	13,800.45	Alpine Products Inc	
Supplier Payment	Check	4665	8/21/2019	100.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	4666	8/21/2019	166.55	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	4667	8/21/2019	338.11	Archaeological Services LLC	
Supplier Payment	Check	4668	8/21/2019	3,250.75	Aronson Security Group	
Supplier Payment	Check	4669	8/21/2019	211.22	Bound Tree Medical LLC	
Supplier Payment	Check	4670	8/21/2019	250.00	BSK Associates - Remit-To: BSK Fresno	
Supplier Payment	Check	4671	8/21/2019	581.25	Buell Realtime Reporting	
Supplier Payment	Check	4672	8/21/2019	539.00	Cale America Inc	
Supplier Payment	Check	4673	8/21/2019	38,673.04	CECO Inc	
Supplier Payment	Check	4674	8/21/2019	319.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	4675	8/21/2019	331.40	City of Washougal	
Supplier Payment	Check	4676	8/21/2019	1,000.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	4677	8/21/2019	510.07	Clark Public Utility District No. 1	
Supplier Payment	Check	4678	8/21/2019	678.50	Clark Public Utility District No. 1	
Supplier Payment	Check	4679	8/21/2019	849.61	Clark Public Utility District No. 1	
Supplier Payment	Check	4680	8/21/2019	584.67	Clark Public Utility District No. 1	
Supplier Payment	Check	4681	8/21/2019	914.24	Clark Public Utility District No. 1	
Supplier Payment	Check	4682	8/21/2019	754.30	Clark Public Utility District No. 1	
Supplier Payment	Check	4683	8/21/2019	30.39	Clark Public Utility District No. 1	
Supplier Payment	Check	4684	8/21/2019	18,662.44	Columbia Resource Company	
Supplier Payment	Check	4685	8/21/2019	13.62	Comcast - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	4686	8/21/2019	19,219.32	Contech Engineered Solutions LLC	
Supplier Payment	Check	4687	8/21/2019	858.00	Courier Northwest	
Supplier Payment	Check	4688	8/21/2019	12,784.00	Crandall Arambula PC	
Supplier Payment	Check	4689	8/21/2019	12,118.98	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	4690	8/21/2019	3,100.46	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	4691	8/21/2019	6,088.80	Del Sol Inc	
Supplier Payment	Check	4692	8/21/2019	2,486.24	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	4693	8/21/2019	5,564.93	Erickson Structural Consulting Engineers	
Supplier Payment	Check	4694	8/21/2019	3,190.75	Fire Systems West	
Supplier Payment	Check	4695	8/21/2019	460.00	Foley & Mansfield PLLP	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4696	8/21/2019	2,990.80	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	4697	8/21/2019	5,046.56	George Elevator Service LLC	
Supplier Payment	Check	4698	8/21/2019	54,097.82	Halbert Construction Services LLC	
Supplier Payment	Check	4699	8/21/2019	728.66	J-2 Blueprint Supply Co.	
Supplier Payment	Check	4700	8/21/2019	3,000.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	4701	8/21/2019	450.00	Jill Hofstede CI/CT	
Supplier Payment	Check	4702	8/21/2019	11,164.86	Kearns & West Inc	
Supplier Payment	Check	4703	8/21/2019	1,812.50	Kramer Gehlen & Associates	
Supplier Payment	Check	4704	8/21/2019	4,759.62	L.N. Curtis & Sons	
Supplier Payment	Check	4705	8/21/2019	238.37	Landmark Ford	
Supplier Payment	Check	4706	8/21/2019	474.96	Langley's Ace Inc	
Supplier Payment	Check	4707	8/21/2019	925.00	Marquam Group LTD	
Supplier Payment	Check	4708	8/21/2019	5,935.02	Mead & Hunt Inc	
Supplier Payment	Check	4709	8/21/2019	440.00	MKE & Associates Inc	
Supplier Payment	Check	4710	8/21/2019	7,619.56	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	4711	8/21/2019	219.10	Munnell-Sherrill Inc	
Supplier Payment	Check	4712	8/21/2019	1,125.60	Net Transcripts Inc	
Supplier Payment	Check	4713	8/21/2019	72,652.93	Northend Truck Equipment Inc	
Supplier Payment	Check	4714	8/21/2019	375.76	Northwest Cascade Inc	
Supplier Payment	Check	4715	8/21/2019	827.50	Otak Inc	
Supplier Payment	Check	4716	8/21/2019	10,661.58	Owen Equipment Co	
Supplier Payment	Check	4717	8/21/2019	2,551.33	Pacific Furnishings	
Supplier Payment	Check	4718	8/21/2019	220.00	Pacific Outdoor Advertising LLC	
Supplier Payment	Check	4719	8/21/2019	8,615.00	Parkeon	
Supplier Payment	Check	4720	8/21/2019	48.85	Parkmobile USA Inc	
Supplier Payment	Check	4721	8/21/2019	682.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	4722	8/21/2019	442.20	Porter W Yett Company	
Supplier Payment	Check	4723	8/21/2019	581.00	Portland Adventist Medical Center	
Supplier Payment	Check	4724	8/21/2019	299.48	Potter Webster Co	
Supplier Payment	Check	4725	8/21/2019	8,351.32	Robertson & Olson Construction	
Supplier Payment	Check	4726	8/21/2019	836.25	ROP Consulting Inc	
Supplier Payment	Check	4727	8/21/2019	620.00	Rotschy Inc	
Supplier Payment	Check	4728	8/21/2019	560.62	Seals Unlimited Inc	
Supplier Payment	Check	4729	8/21/2019	179,152.23	Sewer Equipment Co of America	
Supplier Payment	Check	4730	8/21/2019	649.76	SME Solutions LLC	
Supplier Payment	Check	4731	8/21/2019	32,334.76	Special Asphalt Products	
Supplier Payment	Check	4732	8/21/2019	21,607.59	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	4733	8/21/2019	2,055.28	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	4734	8/21/2019	10.36	Stericycle Inc	
Supplier Payment	Check	4735	8/21/2019	105.30	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	Check	4736	8/21/2019	13,350.00	Tetragon, LLC	
Supplier Payment	Check	4737	8/21/2019	160.00	The Columbian Publishing Co	
Supplier Payment	Check	4738	8/21/2019	2,997.29	The Pape Group Inc	
Supplier Payment	Check	4739	8/21/2019	1,804.86	Towing & Recovering Services Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4740	8/21/2019	561.62	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	4741	8/21/2019	336.00	Triangle Resources Inc	
Supplier Payment	Check	4742	8/21/2019	1,084.00	US Water Services Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	4743	8/21/2019	352.50	Vancouver Aire LLC	
Supplier Payment	Check	4744	8/21/2019	549.37	Walter E Nelson Company	
Supplier Payment	Check	4745	8/21/2019	1,258.22	Wapiti NW LLC	
Supplier Payment	Check	4746	8/21/2019	271.93	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	4747	8/21/2019	3,852.01	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	4748	8/21/2019	409.70	Wire Works LLC	
Supplier Payment	Check	4749	8/21/2019	9,536.08	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	4750	8/21/2019	37,236.03	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	4751	8/21/2019	452.45	Clark Public Utility District No. 1	
Supplier Payment	Check	4752	8/21/2019	2,222.20	Cobblestone Homes LLC	
Supplier Payment	Check	4753	8/21/2019	1,085.53	Columbia Resource Company	
Supplier Payment	Check	4754	8/21/2019	2,638.99	Eagle Newspaper Inc	
Supplier Payment	Check	4755	8/21/2019	40.69	Frontier Communications	
Supplier Payment	Check	4756	8/21/2019	4,583.33	Greater Vancouver Chamber of Commerce	
Supplier Payment	Check	4757	8/21/2019	272.25	H&H Wood Recyclers	
Supplier Payment	Check	4758	8/21/2019	4,583.33	Hispanic Metropolitan Chamber	
Supplier Payment	Check	4759	8/21/2019	10,439.63	Janus Youth Programs Inc	
Supplier Payment	Check	4760	8/21/2019	106,470.42	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	4761	8/21/2019	595.92	NW Natural - Remit-To: NW Natural - Portland	
Supplier Payment	Check	4762	8/21/2019	10,568.51	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	4763	8/21/2019	1,634.00	Rotschy Inc	
Supplier Payment	Check	4764	8/21/2019	26.90	United Parcel Service	
Supplier Payment	Check	4765	8/21/2019	1,578.50	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	4766	8/21/2019	22,928.00	Vancouver Housing Authority	
Supplier Payment	Check	4767	8/21/2019	17.29	Waste Connections of Washington	
Ad Hoc Payment	Check	4768	8/23/2019	4,816.26	Amy Steigman	20190819
Ad Hoc Payment	Check	4769	8/28/2019	89.24	Adrienne & Dean Umathum	Utility Refunds: 0000005098-02
Ad Hoc Payment	Check	4770	8/28/2019	97.24	Alex Yeremenko	Utility Refunds: 0000005009-02
Ad Hoc Payment	Check	4771	8/28/2019	44.35	Ben Sinatra	Utility Refunds: 0022082806-15
Ad Hoc Payment	Check	4772	8/28/2019	70.15	Betty Pace	Utility Refunds: 0000002135-04
Ad Hoc Payment	Check	4773	8/28/2019	305.71	Carrie Randall	Utility Refunds: 0069080142-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4774	8/28/2019	76.45	Clanton,Susan	Utility Refunds: 0133004800-07
Ad Hoc Payment	Check	4775	8/28/2019	93.63	Deborah Goody, Trustee	Utility Refunds: 0000007522-02
Ad Hoc Payment	Check	4776	8/28/2019	65.10	Estate of Rhea and Steven Dehaart	Utility Refunds: 0066066100-00
Ad Hoc Payment	Check	4777	8/28/2019	202.07	Fore Construction LLC	Utility Refunds: 0000007040-03
Ad Hoc Payment	Check	4778	8/28/2019	103.68	Franke,Sherri A	Utility Refunds: 0048012100-05
Ad Hoc Payment	Check	4779	8/28/2019	42.37	Herontide LLC	Utility Refunds: 0000004009-02
Ad Hoc Payment	Check	4780	8/28/2019	26.55	Jason Sorenson	Utility Refunds: 0000002830-03
Ad Hoc Payment	Check	4781	8/28/2019	169.87	Julie McLaren	Utility Refunds: 0068009000-05
Ad Hoc Payment	Check	4782	8/28/2019	167.45	Luke & Allison Williams	Utility Refunds: 0000006788-02

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4783	8/28/2019	166.00	Martin Jackson	Utility Refunds: 0000007346-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4784	8/28/2019	61.75	Molly and Tracy Shotwell and Christopher Santoro	Utility Refunds: 0017017300-06
Ad Hoc Payment	Check	4785	8/28/2019	782.42	Mosgrove,Josh	Utility Refunds: 0021010600-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4786	8/28/2019	583.56	Newman,Kyle and Lindsey	Utility Refunds: 0000007356-02
Ad Hoc Payment	Check	4787	8/28/2019	328.95	Newman,Kyle and Lindsey	Utility Refunds: 0000007356-02
Ad Hoc Payment	Check	4788	8/28/2019	216.00	Nicole Adams	Utility Refunds: 0000003260-02
Ad Hoc Payment	Check	4789	8/28/2019	159.56	Phillip & Kelly Mahill	Utility Refunds: 0000005310-02
Ad Hoc Payment	Check	4790	8/28/2019	100.28	Richard Baranzano,c/o Metro Prop. Mgmt.	Utility Refunds: 0022084103-05
Ad Hoc Payment	Check	4791	8/28/2019	98.34	Stephon D & Regena E Kenny	Utility Refunds: 0150006600-02
Ad Hoc Payment	Check	4792	8/28/2019	45.93	Steven & Elvira Davis	Utility Refunds: 0000002574-04
Ad Hoc Payment	Check	4793	8/28/2019	298.62	Vadim V Fabyanchuk	Utility Refunds: 0000004182-02
Ad Hoc Payment	Check	4794	8/28/2019	143.54	ADAM & JENNIFER MERRELL	Check 582290 reissue
Ad Hoc Payment	Check	4795	8/28/2019	185.00	ALEXEY NABUGORNOV	Check 571686 reissue
Ad Hoc Payment	Check	4796	8/28/2019	177.45	Amberg, Keegan Anthony	Reissue of check 90034
Ad Hoc Payment	Check	4797	8/28/2019	101.03	ASHLEY E RUDOLPH	Check 584993 reissue
Ad Hoc Payment	Check	4798	8/28/2019	40.00	ASSERO SERVICES LLC	Check 570470 reissue
Ad Hoc Payment	Check	4799	8/28/2019	7,761.92	Bagley Park Investments LLC	CMI-263166
Ad Hoc Payment	Check	4800	8/28/2019	185.00	BALLTECH FABRICATION	Check 576687 reissue
Ad Hoc Payment	Check	4801	8/28/2019	97.00	BARTLETT TREE EXPERTS	Check 596014
Ad Hoc Payment	Check	4802	8/28/2019	9.26	BLESSING LANDSCAPES LLC	Check 573240 reissue
Ad Hoc Payment	Check	4803	8/28/2019	60.76	BP WEST COAST LLC	Check 584186 reissue
Ad Hoc Payment	Check	4804	8/28/2019	20.00	Brad & Lindy Shugart	Check 2164 reissue
Ad Hoc Payment	Check	4805	8/28/2019	29.85	BRETT BAILEY	Check 572295 reissue
Ad Hoc Payment	Check	4806	8/28/2019	63.66	Brooks, Amiah Kailee	Reissue of check 89657
Ad Hoc Payment	Check	4807	8/28/2019	38.00	CALIBER WP LLC	Check 596984 reissue
Ad Hoc Payment	Check	4808	8/28/2019	869.00	Carrie Sonteng	20190510
Ad Hoc Payment	Check	4809	8/28/2019	46.00	COLUMBIA VIEW APARTMENTS	Check 589460 reissue
Ad Hoc Payment	Check	4810	8/28/2019	579.70	CTA D INC-LUCKY GARDEN RESTAURANT	Check 586855 reissue
Ad Hoc Payment	Check	4811	8/28/2019	20.00	DIEBOLD	Check 593391 reissue
Ad Hoc Payment	Check	4812	8/28/2019	83.30	Earhart, Marti Ann P	Reissue of check 90058
Ad Hoc Payment	Check	4813	8/28/2019	17.00	EVELYN DAVIS	Check 582280 reissue
Ad Hoc Payment	Check	4814	8/28/2019	11.99	JAMES JENSEN	Check 583177 reissue
Ad Hoc Payment	Check	4815	8/28/2019	10.00	Janisch, John A	Check 591842 reissue
Ad Hoc Payment	Check	4816	8/28/2019	40.00	JC PENNY STORE	Check 586300 reissue
Ad Hoc Payment	Check	4817	8/28/2019	44.00	JC PENNY STORE 2998	Check 585707 reissue
Ad Hoc Payment	Check	4818	8/28/2019	72.00	JC PENNY STORE 2998	Check 585709 reissue
Ad Hoc Payment	Check	4819	8/28/2019	72.00	JC PENNY STORE 2998	Check 585708 reissue
Ad Hoc Payment	Check	4820	8/28/2019	11.81	KOMLOFSKE JR,LLOYD A ,	Check 600771 reissue
Ad Hoc Payment	Check	4821	8/28/2019	166.00	LEONA LEE	Check 582108 reissue
Ad Hoc Payment	Check	4822	8/28/2019	290.00	LUMINESCE CONSULTING LLC	Check 600324 reissue
Ad Hoc Payment	Check	4823	8/28/2019	25.00	MACKENZIE	Check 588651
Ad Hoc Payment	Check	4824	8/28/2019	50.00	MAXWELL HOLLOWAY	Check 595776 reissue
Ad Hoc Payment	Check	4825	8/28/2019	5.46	McCool, Marcus Paul	Reissue of check 90939
Ad Hoc Payment	Check	4826	8/28/2019	50.00	Oceguera, Darren M	Check 600030 reissue
Ad Hoc Payment	Check	4827	8/28/2019	67.12	PETERSON,CRAIG	Check 600332 reissue
Ad Hoc Payment	Check	4828	8/28/2019	116.61	PETRY,TARA	Check 586833 reissue

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	4829	8/28/2019	68.13	PHILLIPS,BRANDON	Check 597211 reissue
Ad Hoc Payment	Check	4830	8/28/2019	47.42	Potter,Riley and Bradley	Check 3558 reissue
Ad Hoc Payment	Check	4831	8/28/2019	200.00	Prairie High School	2000264.082
Ad Hoc Payment	Check	4832	8/28/2019	105.00	PROFESSIONAL CREDIT SERVICE	Check 590649 reissue
Ad Hoc Payment	Check	4833	8/28/2019	65.00	PROFESSIONAL CREDIT SERVICE	Check 575923 reissue
Ad Hoc Payment	Check	4834	8/28/2019	50.00	RICK DALLUM	Check 585094 reissue
Ad Hoc Payment	Check	4835	8/28/2019	24.27	Robert Andrews	Check 587869
Ad Hoc Payment	Check	4836	8/28/2019	20.23	ROBERT T BRANNER	Check 570002 reissue
Ad Hoc Payment	Check	4837	8/28/2019	22.76	RONALD & PAULA BROWN	Check 572236 reissue
Ad Hoc Payment	Check	4838	8/28/2019	6.13	RONALD SMELSER	Check 581914 reissue
Ad Hoc Payment	Check	4839	8/28/2019	50.00	RYAN BARKER	Check 596462 reissue
Ad Hoc Payment	Check	4840	8/28/2019	104.21	Sagendorf, Madelynn Christine	Reissue of check 90200
Ad Hoc Payment	Check	4841	8/28/2019	30.59	Schiefelbein, Amber Diane	Reissue of check 91943
Ad Hoc Payment	Check	4842	8/28/2019	133.15	SCHLECHT,KAYLA	Check 595530 reissue
Ad Hoc Payment	Check	4843	8/28/2019	67.00	SE INC	Check 599188 reissue
Ad Hoc Payment	Check	4844	8/28/2019	191.90	SHELLY MONAHAN	Check 596020 reissue
Ad Hoc Payment	Check	4845	8/28/2019	60.80	SINGLETON,TYLER S	Check 591448 reissue
Ad Hoc Payment	Check	4846	8/28/2019	15.92	Sorensen, Katherine Chan	Reissue of check 92096
Ad Hoc Payment	Check	4847	8/28/2019	103.54	SPRINGER,LINDA	Check 594480 reissue
Ad Hoc Payment	Check	4848	8/28/2019	54.29	SUSAN ROBINS	Check 597313
Ad Hoc Payment	Check	4849	8/28/2019	19.20	SUSAN ROBINS	Check 577812 reissue
Ad Hoc Payment	Check	4850	8/28/2019	158.70	Thomas, John	Check 587760 reissue
Ad Hoc Payment	Check	4851	8/28/2019	200.00	TYMOFII BOCHENKOV	Check 593303
Ad Hoc Payment	Check	4852	8/28/2019	23.14	UMPQUA BANK	Check 561116 reissue
Ad Hoc Payment	Check	4853	8/28/2019	50.00	UNITED HEALTHCARE	Check 601256 reissue
Ad Hoc Payment	Check	4854	8/28/2019	4,495.17	Vancouver School District #37	CMI-263057
Ad Hoc Payment	Check	4855	8/28/2019	330.00	WALNUT GROVE LANDING APARTMENTS	Check 600852 reissue
Ad Hoc Payment	Check	4856	8/28/2019	100.00	Washington Association of Prosecuting Attorneys	20190823
Supplier Payment	Check	4857	8/28/2019	128.25	Accurate Corporate Services Inc	
Supplier Payment	Check	4858	8/28/2019	7,672.11	Action Technology Systems	
Supplier Payment	Check	4859	8/28/2019	219,427.30	Advanced Excavating Specialists LLC	
Supplier Payment	Check	4860	8/28/2019	4,062.71	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	4861	8/28/2019	421.25	All About Fun Inc.	
Supplier Payment	Check	4862	8/28/2019	18,715.40	Allcon LLC	
Supplier Payment	Check	4863	8/28/2019	35,772.00	Alpine Products Inc	
Supplier Payment	Check	4864	8/28/2019	3,629.75	Anderson Glass Co	
Supplier Payment	Check	4865	8/28/2019	550.40	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	4866	8/28/2019	2,665.00	Arborscape Ltd Inc	
Supplier Payment	Check	4867	8/28/2019	378.90	Archaelogical Investigations Northwest Inc	
Supplier Payment	Check	4868	8/28/2019	25,209.97	Aronson Security Group	
Supplier Payment	Check	4869	8/28/2019	6,873.70	Blairco Inc	
Supplier Payment	Check	4870	8/28/2019	225.00	Bretley Christie	
Supplier Payment	Check	4871	8/28/2019	195.00	Brett Wilson	
Supplier Payment	Check	4872	8/28/2019	2,942.43	Brightview Holdings Inc	
Supplier Payment	Check	4873	8/28/2019	49,592.21	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	4874	8/28/2019	3,438.50	BSK Associates - Remit-To: BSK Fresno	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4875	8/28/2019	7,704.33	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	4876	8/28/2019	686.00	Cale America Inc	
Supplier Payment	Check	4877	8/28/2019	5,973.12	Cascade Centers Inc	
Supplier Payment	Check	4878	8/28/2019	15,805.14	CECO Inc	
Supplier Payment	Check	4879	8/28/2019	6,793.65	Century West Engineering Corp	
Supplier Payment	Check	4880	8/28/2019	4,300.00	Craig Markus Hatley	
Supplier Payment	Check	4881	8/28/2019	87.55	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	4882	8/28/2019	3,621.11	Emerald Services Inc - Remit-To: Emerald - Pittsburgh	
Supplier Payment	Check	4883	8/28/2019	48.00	Emergency Rooms PS	
Supplier Payment	Check	4884	8/28/2019	8,671.99	Eoff Electric Supply Co	
Supplier Payment	Check	4885	8/28/2019	66.00	Esix Sportswear	
Supplier Payment	Check	4886	8/28/2019	341.46	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	4887	8/28/2019	395.66	Fire Systems West	
Supplier Payment	Check	4888	8/28/2019	2,462.27	Folden Construction	
Supplier Payment	Check	4889	8/28/2019	1,101.24	Gordon Truck Centers	
Supplier Payment	Check	4890	8/28/2019	854.00	Government Revenue Solutions Holdings I LLC	
Supplier Payment	Check	4891	8/28/2019	1,438.35	Guided Path	
Supplier Payment	Check	4892	8/28/2019	4,897.95	H D Fowler Company Inc - Remit-To: H D Fowler - Bellevue	
Supplier Payment	Check	4893	8/28/2019	8,238.40	J's Printing Minuteman Press	
Supplier Payment	Check	4894	8/28/2019	1,225.00	Jack M Litman Phd	
Supplier Payment	Check	4895	8/28/2019	4,500.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	4896	8/28/2019	2,424.90	JLA Public Involvement	
Supplier Payment	Check	4897	8/28/2019	13,312.61	Journal Graphics Inc	
Supplier Payment	Check	4898	8/28/2019	37.50	Judy Adams	
Supplier Payment	Check	4899	8/28/2019	1,588.00	Kelly Services Inc - Remit-To: Kelly Services - Pasadena	
Supplier Payment	Check	4900	8/28/2019	3,507.00	Law Offices of Susan Drummond PLLC	
Supplier Payment	Check	4901	8/28/2019	260.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	4902	8/28/2019	1,495.51	Linguava Interpreters Inc	
Supplier Payment	Check	4903	8/28/2019	3,583.98	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	4904	8/28/2019	20,441.24	Metereaders LLC	
Supplier Payment	Check	4905	8/28/2019	2,707.83	Metro Overhead Door Inc	
Supplier Payment	Check	4906	8/28/2019	3,142.52	MSDS Online Inc	
Supplier Payment	Check	4907	8/28/2019	21,990.02	Northend Truck Equipment Inc	
Supplier Payment	Check	4908	8/28/2019	1,250.94	North Side Electric Inc	
Supplier Payment	Check	4909	8/28/2019	138,670.96	North Sound Auto Group LLC	
Supplier Payment	Check	4910	8/28/2019	9,093.15	Oldcastle Precast Inc	
Supplier Payment	Check	4911	8/28/2019	6,989.00	Otak Inc	
Supplier Payment	Check	4912	8/28/2019	353.51	Otis Elevator	
Supplier Payment	Check	4913	8/28/2019	219,019.84	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	4914	8/28/2019	1,535.28	Potter Webster Co	
Supplier Payment	Check	4915	8/28/2019	429.77	Praxair Distribution Inc	
Supplier Payment	Check	4916	8/28/2019	265.13	Proforce Marketing Inc	
Supplier Payment	Check	4917	8/28/2019	3,368.75	Quick Caption Inc	
Supplier Payment	Check	4918	8/28/2019	255.75	Richard L Hepper	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	4919	8/28/2019	8,617.92	Robert Half International Inc	
Supplier Payment	Check	4920	8/28/2019	986.44	SafeFire LLC	
Supplier Payment	Check	4921	8/28/2019	11,169.00	San Diego Police Equipment Co Inc	
Supplier Payment	Check	4922	8/28/2019	4,807.34	Sharon Rice	
Supplier Payment	Check	4923	8/28/2019	6,391.06	Shrums Pest Control	
Supplier Payment	Check	4924	8/28/2019	51,963.48	Sierra-Cedar Inc - Remit-To: Sierra-Ceder Inc. / Atlanta	
Supplier Payment	Check	4925	8/28/2019	298.25	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	4926	8/28/2019	40,955.80	State of Washington Auditor's Office	
Supplier Payment	Check	4927	8/28/2019	1,077.57	State of Washington Department of Corrections	
Supplier Payment	Check	4928	8/28/2019	394.25	State of Washington State Patrol	
Supplier Payment	Check	4929	8/28/2019	9,929.71	The Greg Prothman Company	
Supplier Payment	Check	4930	8/28/2019	569.10	Triple J Enterprises	
Supplier Payment	Check	4931	8/28/2019	1,111.53	Tyree Oil Inc	
Supplier Payment	Check	4932	8/28/2019	49,704.83	Universal Field Services Inc	
Supplier Payment	Check	4933	8/28/2019	2,267.50	Vancouvercenter Condominium Association	
Supplier Payment	Check	4934	8/28/2019	37,500.00	Vancouver Watershed Council	
Supplier Payment	Check	4935	8/28/2019	9,808.46	Walter E Nelson Company	
Supplier Payment	Check	4936	8/28/2019	11,942.74	Wapiti NW LLC	
Supplier Payment	Check	4937	8/28/2019	162.58	Waste Connections of Washington	
Supplier Payment	Check	4938	8/28/2019	24,586.28	Wire Works LLC	
Supplier Payment	Check	4939	8/28/2019	617,224.17	Workday Inc	
Supplier Payment	Check	4940	8/28/2019	328.27	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	4941	8/28/2019	14,584.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	4942	8/28/2019	898.13	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	4943	8/28/2019	122,031.83	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	4944	8/28/2019	468,532.65	Clark Public Utility District No. 1	
Supplier Payment	Check	4945	8/28/2019	1,309.20	Cobblestone Homes LLC	
Supplier Payment	Check	4946	8/28/2019	262.00	Dex Media West	
Supplier Payment	Check	4947	8/28/2019	40.69	Frontier Communications	
Supplier Payment	Check	4948	8/28/2019	3,994.75	Lifeline Connections	
Supplier Payment	Check	4949	8/28/2019	3,782.99	Second Step Housing	
Supplier Payment	Check	4950	8/28/2019	129,302.80	Share Inc	
Supplier Payment	Check	4951	8/28/2019	1,180.00	Tapani Materials Inc	
Supplier Payment	Check	4952	8/28/2019	33,751.14	Telfer Pavement Technologies LLC	
Supplier Payment	Check	4953	8/28/2019	97.64	United Parcel Service	
			SUBTOTAL	**8,134,561.08**		
Hansen			8/27/2019	71,068.64	City Payments	Posted 8-20-19 thru 8-26-19
Hansen			9/3/2019	288,344.70	City Payments	Posted 8-27-19 thru 9-2-19
			SUBTOTAL	**359,413.34**		
VISA			8/27/2019	809.00	Miscellaneous	Parks Class Refunds - FCC 8-20-19 thru 8-26-19
VISA			8/27/2019	772.96	Miscellaneous	Parks Class Refunds - MCC 8-20-19 thru 8-26-19

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
VISA			8/27/2019	-	Miscellaneous	Parks Class Refunds - Special Events 8-20-19 thru 8-26-19
VISA			8/26/2019	381.10	Miscellaneous	Parks Class Refunds - WREC 8-20-19 thru 8-26-19
VISA			9/3/2019	150.00	Miscellaneous	Parks Class Refunds - FCC 8-27-19 thru 9-2-19
VISA			9/3/2019	944.00	Miscellaneous	Parks Class Refunds - MCC 8-27-19 thru 9-2-19
VISA			9/3/2019	-	Miscellaneous	Parks Class Refunds - Special Events 8-27-19 thru 9-2-19
VISA			9/3/2019	-	Miscellaneous	Parks Class Refunds - WREC 8-27-19 thru 9-2-19
			SUBTOTAL	**3,057.06**		
			TOTAL	**8,497,031.48**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
August 20, 2019 - September 2, 2019

Check No.	Date	Explanation	Amount
1490 - 1592	08/23/19	16 2019 Payroll	$ 43,584.30
17882 - 19774	08/23/19	16 2019 Direct Deposits	$ 3,055,498.57
1593 - 1603	08/30/19	8 2019 Pension Payroll	$ 8,815.98
19939 - 19984	08/30/19	8 2019 Pension Direct Deposit	$ 48,853.63

$ 3,156,752.48

Block 10 Redevelopment Update

CITY OF Vancouver WASHINGTON

City Council Workshop
September 9, 2019

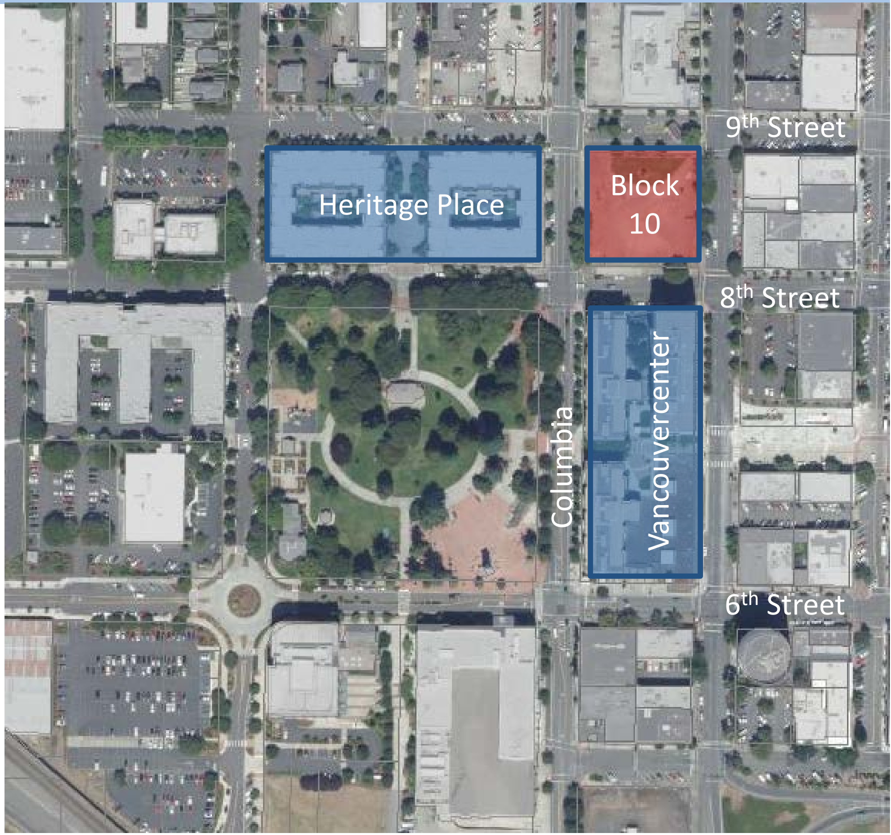
Chad Eiken, Director
Community and Economic Development

Presentation Overview

- May 13 Council direction re. Holland Partner Group
- Status of Negotiations
- Revisions to Proposed Project
- Factors Affecting Project Scope
- Conceptual Images
- Benefits Retained
- Next Steps

Council Direction from May Workshop

- Overview of Holland Partner Group proposal to develop the block
- Holland headquarters, 11 story office tower, 7 story apartment tower, structured parking
- Construction to start by end of year
- Cash purchase or ground lease
- Staff directed to begin negotiations with Holland



CITY OF Vancouver WASHINGTON

Status of Negotiations

- City and Holland team have been negotiating terms of Disposition and Development Agreement (DDA)
- Scope of project has evolved based on changes in development “landscape”
- Discussions on track to deliver a draft DDA to Council in October pending confirmation of Council direction at workshop

Revisions to Proposed Project

Project Component	Initial Concept	Revised Proposal
Office (stories)	110,000 (10-11)	80,000 (6)
Residential – (stories)	121 units (7) 20% units at 80% AMI	105-110 units (7) 20% units at 100% AMI
Retail	Columbia/8th Street/Washington	
Parking	~200 spaces Block 10; use of some spaces in Vancouvercenter garage	120 spaces Block 10; use of some spaces in Vancouvercenter garage

Other Project Elements

- Building Design:
  - Request to extend 5 feet into the public right-of-way above sidewalk for full height of building (75 feet)
    - Council action required: amendment to VMC 20.630 “Downtown District”
  - LEED certified or equivalent design
  - Subject to City’s design review process

Other Project Elements (cont’d)

- Vancouvercenter Garage: Extend option for Holland to purchase the Vancouvercenter parking garage to December, 2023; City will work with Holland to shift management of the garage
  - Council action: approve extension of current garage purchase option; authorize management agreement
- Property transaction: fair market value lease/purchase

Factors Affecting Project Scope

- Market Uncertainty. Higher than market rents would be required to support Type I high-rise construction;
- Cost of and Demand for Parking. The larger office building required more parking than could be provided on-site or in Vancouvercenter garage;
- Energy Code Requirements. Incremental costs of energy code made larger office infeasible;
- Construction materials and labor costs continue to increase, when early analyses by Holland anticipated leveling off.

CITY OF Vancouver WASHINGTON

Conceptual Images of Project as Revised

Conceptual Images of Project as Revised

Conceptual Images of Project as Revised

CITY OF Vancouver WASHINGTON

Revised Proposal Retains Many Benefits

- Activates a major vacant block with retail, office and residential uses
- Would still be one of first Opportunity Zone projects
- Still provides a headquarters-anchored project in the largest office tower built in downtown since the early 2000's
- Retains significant employment and HQ downtown
- Adds up to 110 apt. units in the downtown (20% at 100% AMI)
- Construction anticipated by end of 2019

Proposed Next Steps

1. Subject to Council direction, finalize DDA negotiations with Holland Partner Group
2. Holland to continue to prepare plans and documents to begin permitting process
3. Staff to bring a draft DDA and lease for Council's review and approval on October 21 following input from the City Center Redevelopment Authority
4. Staff to prepare ordinances (e.g. building encroachment, Vancouvercenter parking purchase extension) for Council consideration by end of year

Questions and Discussion

Chad Eiken, Community and Economic Development Director,
chad.eiken@cityofvancouver.us

CITY OF Vancouver WASHINGTON