

# IMPORTANT NOTICE

Due to regulations pertaining to in-person meetings listed in the Governor's Open Public Meetings Act Proclamation(s), this meeting will be held remotely.

There are two options for viewing/listening to the meeting:

## 1. Live-Stream

View and listen through live streaming by using the following link –

<https://www.ci.chehalis.wa.us/citycouncil/live-streaming-and-demand-viewing-city-council-meetings>

or

## 2. Telephone

Dial: 1-253-215-8782

Meeting ID: 856 7235 0393

Passcode: 472629

Citizens wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under the Citizens Business portion of the meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Caryn Foley at 360-345-1042 or at [cfoley@ci.chehalis.wa.us](mailto:cfoley@ci.chehalis.wa.us).

If you have any questions about live streaming the meeting or submitting a comment, please contact City Clerk Caryn Foley at [cfoley@ci.chehalis.wa.us](mailto:cfoley@ci.chehalis.wa.us) or 360-345-1042.

**The City truly appreciates the community's cooperation  
and patience during this challenging time.**

# CHEHALIS CITY COUNCIL AGENDA

CITY HALL  
350 N MARKET BLVD | CHEHALIS, WA 98532

Jerry Lord, District 1 Daryl J. Lund, District 2 Dr. Isaac S. Pope, District 4	Dennis L. Dawes, Position at Large Mayor	Anthony E. Ketchum Sr., District 3 Chad E. Taylor, Position at Large, Mayor Pro Tem Robert J. Spahr, Position at Large
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## Regular Meeting of Monday, September 14, 2020 5:00 p.m.

- |                                  |
|----------------------------------|
| 1. <u>Call to Order.</u> (Mayor) |
|----------------------------------|

<b>CITIZENS BUSINESS</b>
Citizens wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <a href="https://www.ci.chehalis.wa.us/contact">https://www.ci.chehalis.wa.us/contact</a> . If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Caryn Foley at 360-345-1042 or at <a href="mailto:cfoley@ci.chehalis.wa.us">cfoley@ci.chehalis.wa.us</a> .
2. <u>Lewis County Lollipop Guild.</u> (Kyle Wheeler)

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11. <u>Proposal for Use of CARES Funds.</u> (City Manager)	APPROVE	147

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13. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	---

<b>EXECUTIVE SESSION</b>		
14. Pursuant to RCW: a. 42.30.110(1)(i) – Litigation/Potential Litigation		

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, SEPTEMBER 28, 2020.**

August 24, 2020

The Chehalis city council met in regular session on Monday, August 24, 2020. Mayor Dennis Dawes (present in the council chambers) called the meeting to order at 5:00 pm with the following council members present via Zoom: Tony Ketchum; Jerry Lord; Daryl Lund; Dr. Isaac Pope; Bob Spahr; and Chad Taylor. Staff present included: Jill Anderson, City Manager; Tammy Baraconi, Planning & Building Manager; Chelbi Brown, Permit Technician; Caryn Foley, City Clerk; Kiley Franz, City Manager's Administrative Assistant; Erin Hillier, City Attorney; Trent Loughed, Public Works Director; Brandon Rakes, Airport Operations Coordinator; Chun Saul, Finance Director; and Lilly Wall, Recreation Manager. Due to orders from the Governor's office relating to COVID-19, members of the public and the press were able to view the meeting via live streaming or via telephone through Zoom. The public was also provided a process for submitting comments prior to the meeting.

1. **Proclamation – Childhood Cancer Awareness Month.** Mayor Dawes read a proclamation designating the month of September as Childhood Cancer Awareness Month.

2. **Discover! Children's Museum.** Board President Larry McGee spoke about Discover! Children Museum's decision to not locate in Chehalis. The museum plans to locate in Centralia as part of the United Learning Center. He thanked the city for its support.

3. **Chehalis Basin Partnership (CBP).** Kirsten Harma, Watershed Coordinator, stated the Chehalis River Watershed had water rights over-allocated and not enough water for fish in the summer. In response, the Legislature passed the Watershed Planning Act and designated groups to deal with this issue and other associated issues. For the Chehalis Basin that planning group was the CBP, who released a watershed plan that was approved by the state. One issue not addressed in the plan was exempt wells – rural homes that take their water from a well that do not require a water permit from the Department of Ecology. In 2016, the Hirst Decision limited landowners' ability to get a building permit for a new home where the water source would be a permit-exempt well because counties had to prove there was no impact on stream use before issuing permits. That was resolved in 2018 through the Streamflow Restoration Act, which provided counties to issue permits without risk. The Streamflow Restoration Act provided for a 20-year projection for new permit-exempt well connections; a 20-year consumptive domestic water use estimate from new permit-exempt well connections; impact assessment for streamflow; projects and actions to offset estimated consumptive use and meet Net Ecological Benefit; and Net Ecological Benefit evaluation. The plan must be approved by CBP and adopted by Ecology before Feb 1, 2021 or Ecology must begin formal rulemaking. The CBP's role is to offset new well drilling, replace water with water, and help fish. The plan will be released August 26. Some of the results of the plan include City of Chehalis projects such as water supply diversion relocation, flood hazard reduction master plan and storage, and Coal Creek. She reviewed the schedule for CBP plan review and approval and invited the city to provide input and approve the plan by September through a resolution of support.

Terry Harris, the city's representative on the CBP, stated the benefits of the plan would go more toward counties, but it was important to Chehalis because of the city's Urban Growth Area. If needs for water arise the city needed to be prepared to do some off-set. It was an opportunity to do projects that may be funded. He stated Ecology was actively involved with the process.

4. **Letter from Kyle Wheeler, Lewis County Lollipop Guild.** Mayor Dawes read into the record a letter from Kyle Wheeler representing the Lewis County Lollipop Guild. Mayor Dawes stated staff was working with the Lewis County Lollipop Guild regarding property in the city's Urban Growth Area near the Hamilton sign on Rush Road, which was in the city of Napavine.

*" . . . My name is Kyle Wheeler and I represent the Lewis County Lollipop Guild, LLC - a group of county citizens working towards a more diversely represented Lewis County. Last month we purchased a parcel behind the controversial Hamilton Sign and began discussions with the city regarding our options for putting up our own billboard that says "Lewis County Welcomes Everyone."*

*Over the course of the last three weeks I have personally experienced a variety of concerning behaviors from both the city planner and the city manager: including disregard for environmental reporting, failure to address legitimate concerns of oversight, and most recently discovered - ignoring the interlocal agreement between the City of Chehalis and Lewis County. I was not even made aware of this agreement until this past week- after 3 weeks of talks - and I would have involved the county in our conversation from the beginning had the city made me aware that they share regulatory authority on our parcel still. I provided ample time after my initial inquiry for research and a correct response and there is no reason this very important detail should have been overlooked by anyone, let alone the remainder of concerns in our communications.*

August 24, 2020

*I am here today to request comment from the Mayor & Council in tonight's meeting on what the City plans to do in regards to this mismanagement by both the Planner and Manager? I am sure our full communication beginning July 30th will be made available for your review.*

*We look forward to you addressing these concerns this evening."*

Mayor Dawes stated he reviewed the emails associated with this issue, noting the placement of signs goes through the Building and Planning Department consistent with land use regulations and the council was not part of that process. Staff was providing requested information and attempting to set up an informational meeting with the proponent, which he postponed until he was able to go through the materials he had requested. Since the process was not complete and could involve potential litigation, Mayor Dawes indicated the council would refer the matter back to staff for resolution.

5. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

a. Minutes of the regular city council meeting of August 10, 2020;

b. August 14, 2020 Claim Vouchers No. 129745 – 129886 and Electronic Funds Transfer Check Nos. 910 -920, in the amount of \$605,524.32 and voided Check Nos. 129606 and 129634 (Invoice #129634) in the amount of \$1,633.96 for the net total transfer of \$603,890.36; and

c. CARES Act Grant for U.S. Airports.

The motion was seconded by Councilor Lund and carried unanimously.

6. **Permit and Asset Management Software Upgrades.** City Manager Anderson stated the item was a proposal to expand the city's internal permitting operations to provide customers on-line permitting, which had become an increasingly important service that the city could not provide because of COVID. Staff believed the expansion met all the CARES Act requirements. City Manager Anderson also introduced Chelbi Browne, the city's new Permit Technician in the Community Development Department.

Tammy Baraconi stated that because of COVID, online permitting was needed to accommodate the public, noting the city's current software only allowed five users at one time and did not allow for on-line permitting. She provided examples for what on-line permitting would look like from the user's side. Services could include on-line permitting, submitting concerns, signing up for notifications for hearings/notices, and parcel search information. The proposed upgrade would allow users to apply and pay for permits, schedule inspections, and upload large files. Other capabilities could include event planning that could be used by all departments (e.g., recreation program, event registrations, facility rentals, etc.). Ms. Baraconi acknowledged sensitivities of the council when it came to dealing with on-line payments and convenience fees. She stated those would not be addressed today, but rather at a future council meeting. The upgrade could also include GIS conversion to allow users to search for permits. Initial costs would cover implementation and the first year's software contract, which staff believed qualified for the use of CARES funds. Implementation costs were estimated at \$45,455.37, while annual expenses were estimated at \$25,861.37.

Councilor Spahr asked how much the annual costs were for the existing program used by the city. Ms. Baraconi stated those costs were about \$7,600. Councilor Spahr commented that the city was growing and needed this kind of software to address customer needs.

Councilor Lord asked if this would lead to increased permit fees. Ms. Baraconi stated that discussion had not been had, but there were no plans to increase fees. Councilor Lord asked how permit fees were set. Ms. Baraconi stated they were based upon the value of work being done.

Councilor Taylor stated the cost seemed very expensive and thought GIS information was already available through Lewis County's website. Ms. Baraconi stated the county's GIS did not have complete information on Chehalis properties. Councilor Taylor suggested there were other options for developing this type of software program, such as having someone build a program that wouldn't require annual fees.

Councilor Lord asked what the number one benefit of the upgrade would be. Ms. Baraconi stated it provided better customer service and it offered the benefit of the event management software.

August 24, 2020

Councilor Lord asked for an estimate of potential users. Ms. Baraconi stated it was hard to estimate, but Centralia reported that they dropped to almost zero on the number of people that came into file permits and sign up for events. Recreation Manager Lilly Wall estimated it would be in the thousands for parks and recreation programs and events.

Councilor Pope thought the program would improve staff efficiency and time and should be done.

Councilor Taylor agreed everything was moving toward on-line services, but was concerned about the up-front costs and ongoing annual costs. He questioned as to the need for some of the components.

Mayor Dawes asked where one would find a person to build this type of program outside of an industry and how ongoing maintenance would be handled. Councilor Taylor stated he knew several developers. Mayor Dawes was concerned about the ongoing support of developers.

Councilor Lund was in favor of moving to on-line services, but he didn't like the fact that someone could see what other people were doing or turn someone in for not having a permit. He also agreed with some of the points made by Councilor Taylor.

City Manager Anderson stated the matter was brought to the council because of the urgency related to COVID. She also noted that the proposed program would integrate with the city's financial system. The city has a part-time IT person, so it didn't have a lot of resources related to technical capabilities. She stated it was ultimately council's decision.

Mayor Dawes asked why staff didn't look at what the county and the city of Centralia used. Ms. Baraconi stated both agencies used different programs. The one being proposed today was similar, but a different program.

City Manager Anderson stated the city didn't need to proceed with the purchase at the current time; however, if it was not pursued now, CARES funds would not be available for reimbursement. The city could proceed without using the competitive bidding process because it qualified for COVID since it was being done in large-part to be able to meet a demand that had increased due to COVID by limiting the number of people coming into city offices which protected the public and staff.

Mayor Dawes asked if this was one of the council's strategic planning goals. City Manager Anderson stated that one of the goals set by the council was to improve and enhance technology.

Councilor Taylor stated he didn't like using the emergency declaration to not have to go out for competitive bids. He asked if this was the best company and best price the city could get. Ms. Baraconi stated she thought the company was probably in the top five companies. She thought the price was excellent and didn't think they would get a better price somewhere else.

Councilor Spahr asked if other cities that use this software were contacted. Ms. Baraconi stated the city had been using the program since 2013, so this was an expansion of an existing program. She noted she used it when working at the city of Kelso.

Lilly Wall stated the asset management would help with inventory of city facilities, replacement/maintenance schedules, and provide a work order program for all city facilities.

Trent Lougheed stated the program had a good tracking tool for utilities, such as system components. Automatic work orders would be sent to notify staff of various maintenance needs.

Councilor Spahr moved that the City Council authorize the City Manager to enter into agreements with Dude Solutions, AWC GIS Consortium, and Point and Pay to expand the City's online service capabilities and make the associated expenditures, not to exceed \$51,700, which represents a base cost of \$47,000 plus a 10% contingency, consistent with the authority granted in Resolution No. 5-2020, Section 3, signed on March 17, 2020 and confirmed by the City Council on March 23, 2020, which declares an Emergency Relating to the COVID-19 Pandemic. The motion was seconded by Councilor Lund and carried 5 to 2. Councilors Lord and Taylor voted against the motion.

**7. Ordinance No. 1009-B, First Reading – Amending the 2020 Budget.** Chun Saul stated the budget amendment included rebalancing the General Fund; updating revenue projections for other governmental funds and enterprise funds; and additional budget requests and adjustments. She stated the citywide budget amendment revised the current budgeted amount by a combined total decrease in fund balance by \$430,140.

August 24, 2020

Councilor Spahr moved to pass Ordinance No. 1009-B on first reading. The motion was seconded by Councilor Lund and carried unanimously.

**8. Administration Reports.**

a. **City Manager Update.** City Manager Anderson thanked the budget committee for their review of the budget amendment numbers. City Manager Anderson asked Trent Lougheed to provide follow-up on some issues brought up at prior council meetings.

Mr. Lougheed reported overgrown bushes along Jefferson Avenue were trimmed on August 19 and 20. Information on how to report streetlight outages will be included in a future utility billing as an insert. Staff is working on gathering information to go to monthly billing for utilities. The stop sign at Prospect and 16<sup>th</sup> Streets has limited visibility due to a decorative bush. The property owner will be contacted to see if they would like to maintain the bush or have the city proceed with maintenance.

Mayor Dawes asked that the grass strip along National Avenue be mowed.

**9. Councilor Reports/Committee Updates.**

a. **Councilor Taylor.** Council Taylor spoke to the permit and asset management software upgrade and staff's comment that they were not going to discuss the credit card processing fees. He thought it was disingenuous to take that conversation off the table.

City Manager Anderson explained that the idea of the processing fees and whether those fees are passed on to the customer was something staff would bring back to council for consideration consisted with previous direction to staff. The idea was to see if the council wanted to approve the software and then deal with the convenience fee. Mayor Dawes suggested that the issue could be discussed by the budget committee to form a recommendation to the full council for action.

b. **Mayor Dawes.** Mayor Dawes attended an I-5 improvement project meeting, noting the city's desire to maintain the West Street overpass open to both vehicular and pedestrian travel. He also participated in a meeting relating to consolidation of dispatch services, and a flood control update meeting.

10. **Executive Session.** Mayor Dawes announced the council would be in executive session pursuant to RCW 42.30.110(1)(i) – Litigation/Potential Litigation, not to exceed 7:45 pm and there would be no action following conclusion of the executive session. Councilor Taylor stated he had a conflict of interest regarding one item under litigation/potential litigation and would not be part of that portion of the executive session. Mayor Dawes closed the regular meeting at 6:52 pm. The executive session began at 6:53 pm. Councilor Taylor left the meeting at 7:10 pm. Following conclusion of the executive session, the regular meeting was reopened at 7:37 and immediately adjourned.

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Dennis L. Dawes, Mayor

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Caryn Foley, City Clerk

Approved:

Initials: \_\_\_\_\_

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Michelle White, Accounting Tech II

**MEETING OF:** September 14, 2020

**SUBJECT:** Vouchers and Transfers – Accounts Payable in the Amount of \$524,596.60

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**ISSUE**

City Council approval is requested for Vouchers and Transfers dated August 31, 2020. In addition to the Vouchers and Transfers, approval is requested for voided Check No. 129779, original issue date August 14, 2020, which results in an increase to the General Fund balance in the amount of \$1,516.53.

**DISCUSSION**

The August 31, 2020 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 129887 – 129997 and Electronic Funds Transfer Check Nos. 921 -930 and 720201 and 720202 in the amount of \$526,113.13 dated August 31, 2020 and voided Check No. 129779 in the amount of \$1,516.53 for the net total transfer of \$524,596.60 as follows:

- \$ 106,335.24 from the General Fund
- \$ 8,927.82 from the Dedicated Street Fund – 4% Sales Tax
- \$ 8,484.75 from the Transportation Benefit District Fund
- \$ 3,213.56 from the LEOFF 1 OPEB Reserve Fund
- \$ 188,159.94 from the Public Facilities Reserve Fund
- \$ 2,142.98 from the Automotive Equipment Reserve Fund
- \$ 992.45 from the Garbage Fund
- \$ 83,979.76 from the Wastewater Fund
- \$ 74,526.51 from the Water Fund
- \$ 2,774.59 from the Storm & Surface Water Utility Fund
- \$ 45,860.56 from the Airport Fund
- \$ 714.97 from the Firemen’s Pension Fund
- \$ 526,113.13 Total Vouchers for August 31, 2020
- \$ <1,516.53> Voided check for August 14, 2020
- \$ 524,596.60 Net Total Transfers

**RECOMMENDATION**

It is recommended that the City Council approve the August 31, 2020 Claim Vouchers No. 129887 – 129997 and Electronic Funds Transfer Check Nos. 921 – 930 and 720201 and 720202 in the amount of \$526,113.13 and voided Check No. 129779 in the amount of \$1,516.53 for the net total transfer of \$524,596.60.

**SUGGESTED MOTION**

I move that the City Council approve the August 31, 2020 Claim Vouchers No. 129887 – 129997 and Electronic Funds Transfer Check Nos. 921 -930 and 720201 and 720202 in the amount of \$526,113.13 and voided Check No. 129779 in the amount of \$1,516.53 for the net total transfer of \$524,596.60.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Betty Brooks, Payroll Accountant

**MEETING OF:** September 14, 2020

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$761,408.22

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated August 31, 2020.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 41398-41431, Direct Deposit Payroll Vouchers No. 12469-12584, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 307-310 dated August 31, 2020 in the amount of \$761,408.22, which include the transfer of:

- \$518,725.98 from the General Fund
- \$7,628.75 from the Arterial Street Fund
- \$5,940.00 from the LEOFF1 OPEB Reserve Fund
- \$93,942.92 from the Wastewater Fund
- \$96,899.81 from the Water Fund
- \$12,429.91 from the Storm & Surface Water Utility Fund
- \$25,840.85 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the August 31, 2020 Payroll Vouchers No. 41398-41431, Direct Deposit Payroll Vouchers No. 12469-12584, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 307-310 in the amount of \$761,408.22.

**SUGGESTED MOTION**

I move that the City Council approve the August 31, 2020, Payroll Vouchers No. 41398-41431, Direct Deposit Payroll Vouchers No. 12469-12584, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 307-310 in the amount of \$761,408.22.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Judy Schave, HR/Risk Manager

**MEETING OF:** September 14, 2020

**SUBJECT:** Proposed 2020–2022 Teamsters Local #252 (Non-Uniformed Personnel) Collective Bargaining Agreement

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**ISSUE**

The Collective Bargaining Agreement (CBA) between the City and Teamsters Local #252 (Non-Uniformed Personnel) expired on December 31, 2019. The City’s negotiating team has been working with the Union to negotiate the terms of a new agreement, which is being presented for your consideration at this time.

**DISCUSSION**

In 2019, the City’s negotiating team started meeting with the non-uniformed workgroup to discuss the positions for each side. Several issues were brought to the table, including wages, longevity pay, standby duty allowance, management rights, deferred compensation, medical benefits, clothing and equipment, and disciplinary action, just to name a few.

The parties began negotiations for a successor agreement on August 12, 2019. The parties held four negotiation sessions with the last session occurring on October 29, 2019. At the October 29 negotiation session, the parties agreed they had reached an impasse and decided to jointly file for mediation assistance from the Public Employment Relations Commission (PERC).

The parties held three meetings with the mediator starting in January 2020 with the last session held on August 6 via a zoom meeting (due to the COVID-19 meeting restrictions in place).

In addition to some minor housekeeping items, the proposed 2020-2022 CBA between the Teamsters Local #252 (Non-Uniformed Personnel) and the City includes the following changes and updates:

- Section 3, Union Security: Updated the entire section to comply with the Janus court decision. (Regarding voluntary membership into the Union and collection of union dues).
- Section 6.15.2, Clothing Allowance: Increase annual clothing allowance from \$184 to \$235 for the eligible job classifications outlined in the CBA.
- Section 6.16.5, Department Rules, Regulations, and Procedures: Insertion of new language related to providing employees non-disciplinary verbal coaching and counseling to address low-level performance issues; Not subject to a grievance procedure.

- Sections 7.3.2 and 7.3.4, Compensatory Time: Language updated to comply with applicable law for paying out compensatory time.
- Section 7.5.1, Standby Duty: Increase standby duty allowance from \$2.10 per hour to \$2.25 per hour.
- Section 8.3.13, Defining Eligible Dependent: Defining an “Eligible Dependent” as an individual up to the age of 26 to reduce the City’s cost exposure in the future; After a dependent reaches age 26 he/she may continue to receive health insurance coverage, if permitted by the terms and conditions of the applicable health care plan, at the employee's sole expense through a payroll deduction.
- Section 11, Employee Discipline:
  - 11.1.2, Just Cause: Insertion of new language stating probationary employees shall not have access to the grievance procedure for discipline or termination outlined in Article 13 of the CBA.
  - 11.2.2, Oral Warning: Insertion of new language stating employer may reduce an oral warning to writing to document its occurrence. In this case, the employer shall place the documented oral warning in the employee’s personnel file and shall provide a copy to the employee.
- 11.3.1, Application of discipline: Insertion of new language outlining discipline levels and processing of discipline.
- Section 13, Grievance Procedure: Insertion of new language into the existing grievance and arbitration provisions.
- Section 14, Use of Equipment: Removed Section 14.1 that allowed employees to check out non-emergency equipment.
- Section 17.2.2, Term of Agreement: January 1, 2020, through and including December 31, 2022.
- Appendix A: Compensation: A base wage increase of 2% for the year 2020, 2% for the year 2021, and 1.5% for the year 2022.

**FISCAL IMPACT**

The proposed CBA will increase the 2019 base wages of the non-uniformed employee by 2% in 2020, 2% in 2021, and 1.5% in 2022. The 2020 adopted budget already includes a 2% increase for all employees. Other financial impacts include a \$0.15 per hour increase for standby duty and a \$51 increase to the annual clothing allowance.

**RECOMMENDATION**

It is recommended that the City Council approve the 2020-2022 Collective Bargaining Agreement between the City and Teamsters Local #252 (Non-Uniformed Personnel) and authorize the City Manager to execute the related documents.

**SUGGESTED MOTION**

I move that the City Council approve the 2020-2022 Collective Bargaining Agreement between the City and Teamsters Local #252 (Non-Uniformed Personnel) and authorize the City Manager to execute the related documents.

# **COLLECTIVE BARGAINING**

## **AGREEMENT**



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## **BETWEEN**

**TEAMSTERS LOCAL #252**  
**(Representing Non-Uniformed Personnel)**

## **AND**

**CITY OF CHEHALIS**

January 1, 2020 - December 31, 2022

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**ARTICLE 1                    PREAMBLE**

**1.1                    Introduction**

**1.1.1** For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

**1.2                    Purpose**

**1.2.1** Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

**1.2.2** Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

**ARTICLE 2                    RECOGNITION**

**2.1                    Scope of the Bargaining Unit**

**2.1.1** For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the non-uniformed employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

**ARTICLE 3                    UNION SECURITY**

**3.1                    Union Dues**

**3.1.1** The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents in writing to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

**3.1.2** It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

**3.1.3** For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

**3.1.4** Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.

**3.1.5** The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

3.1.6 The Union agrees to indemnify and hold the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

**3.2 D.R.I.V.E.**

3.2.1 The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who voluntarily provide written authorization for deductions to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

3.2.2 D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

3.2.3 The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

3.2.4 Employees may revoke their consent for D.R.I.V.E deduction at any time pursuant to the same process set forth in Section 3.2.1 above.

**ARTICLE 4 EMPLOYEE DEFINITIONS**

**4.1 Regular Full-Time Employee**

4.1.1 An employee regularly scheduled to work an average of 173.3 hours per month.

**4.2 Regular Part-Time Employee**

4.2.1 An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

**4.3 Temporary Employee**

4.3.1 Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

**ARTICLE 5 MANAGEMENT RIGHTS**

**5.1 Customary Functions**

5.1.1 The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

5.1.2 Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the work place.

5.1.3 Operation and management of the work place includes, but is not limited to, the following: planning, directing,

scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

**5.1.4** All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

**5.1.5** Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and Regulations and this Agreement are silent on any issue, the decision of the City Manager shall control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

## **5.2 Performance Standards**

**5.2.1** All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

**5.2.2** Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

## **ARTICLE 6 EMPLOYMENT POLICIES**

### **6.1 Non-Discrimination**

**6.1.1** The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, gender, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical disability, sexual orientation (including gender identity and gender expression), honorable discharged military status, or any other classification protected by applicable law.

### **6.2 Military Leave**

**6.2.1** Military leave shall be governed by State and Federal Law.

### **6.3 Jury Duty and Court Time**

**6.3.1** Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation from the Court. Employees shall return to work as soon as practical after they are excused by the Court.

**6.3.2** If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

**6.4 Leave of Absence**

6.4.1 A leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

6.4.2 All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

**6.5 Liability**

6.5.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

**6.6 Work Stoppage**

6.6.1 Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

6.6.2 Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

6.6.3 The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

6.6.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

**6.7 Personnel Files**

6.7.1 An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

**6.8 Safety**

6.8.1 It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

6.8.2 The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

6.8.3 It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

## 6.9 Promotions

6.9.1 In the case of promotional appointments or transfers, employees shall have a probationary status of six (6) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

## 6.10 Mileage Reimbursement

6.10.1 An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees who are authorized to utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

## 6.11 Job Descriptions

6.11.1 The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

## 6.12 Union/Employer Relations

6.12.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

6.12.2 Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

6.12.3 Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

6.12.4 They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

6.12.5 The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

6.12.6 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not

taken time off; and

**6.12.7** Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

**6.12.8** On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

**6.12.9** The Employer shall provide suitable bulletin board space for the posting of official notices of a non-controversial nature relating to local Union business.

**6.13 Pay day**

**6.13.1** The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

**6.13.2** For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

**6.14 Bargaining Unit Work**

**6.14.1** It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

**6.14.2** When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

**6.14.3** Whenever any bargaining unit position is to be filled by the Employer, the job shall first be posted to employees from within the bargaining unit, prior to advertising the same to outside or non-bargaining unit personnel.

**6.15 Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs)**

**6.15.1** The Employer shall furnish hard hats, helmet liners, rain gear, rubber boots, safety vests and other personal protective equipment to employees, on an as-needed basis as determined by the Division Director or Superintendent. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Division Director or Superintendent. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Division Director, Superintendent, or designee prior to the new equipment being issued.

**6.15.2** Employees in the job classifications listed below will receive two hundred and thirty five dollars (\$235.00) as an annual clothing allowance, paid each year in the April paycheck. Clothing allowance benefits will be prorated for part-time employees and for eligible employees hired after annual payment is made. Clothing allowance will be considered a taxable benefit under the Internal Revenue Code and will be taxed accordingly. Employees will not be required to submit receipts to the Employer for purchases made with clothing allowance funds.

JOB CLASSIFICATION
Building Official
Engineering Technician II
Engineering Technician III

Equipment Maintenance Technician
Equipment Operator I
Equipment Operator II
Maintenance Technician - Electrical, Electronics & Equipment
Lead Wastewater Treatment Operator
Poplar Tree Plantation/Utility Worker I
Poplar Tree Plantation/Utility Worker II
Property Maintenance Technician I
Property Maintenance Technician II
Property Maintenance Worker
Storm/Wastewater Collection Specialist
Traffic Control Technician
Vehicle Maintenance Technician
Wastewater Laboratory Assistant
Wastewater Laboratory Technician II
Wastewater Treatment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator I/Meter Reader
Water Meter Reader
Water Treatment Operator I
Water Treatment Operator II

**6.15.3** When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license at his/her expense. The Employer shall pay for or reimburse the employee for the license and associated training costs related to renewal of the CDL. To the extent a required physician's exam is not covered by applicable health insurance, the Employer shall pay for or reimburse the employee for said costs.

**6.16 Departmental Rules, Regulations & Procedures**

**6.16.1** Each department head may establish departmental rules, regulations, policies and/or procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for disciplinary action, up to and including termination.

**6.16.2** A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

**6.16.3** If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

**6.16.4** Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

**6.16.5** The Employer may, in its discretion, decide to provide employees with non-disciplinary verbal coaching and counseling and/or written memorandum of non-disciplinary coaching and counseling to address low level performance issues. None of the foregoing types of non-disciplinary action are subject to the grievance procedure contained in Article 13 of this agreement.

ARTICLE 7

COMPENSABLE HOURS

7.1 Hours of Work

7.1.1 Standard Work Week: Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, construction, inspection, training, personnel or shop meetings. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

7.1.2 Alternative Work Week: The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a) Such work period shall result in total regular work hours per week period of forty (40) hours, or per two week period of eighty (80) hours.
- b) The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternate Work Schedule.
- c) The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday. The basic plan for the 4/10 work schedule shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage. The basic plan for the 4-5/9 work schedule shall include one (1) week of nine (9)-hours on Monday through Wednesday, eight (8) hours on Thursday, and one (1) week of nine (9)-hours on Monday through Friday; and shall include a staggered Monday-Friday and Tuesday-Friday schedule, if deemed necessary by Employer, to provide five (5) day coverage.
- d) For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday.
- e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a 5/8 schedule.

7.2 Overtime

7.2.1 Overtime shall require authorization of the Department Director and/or Supervisor.

7.2.2 Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Section 7.2 of this Agreement, or forty (40) hours in a week, or, in the event of the 4-5/9 Alternate Work Schedule, forty-five (45) hours in the long week, and Saturday and Sunday work shall be paid at one-and-one-half (1 1/2) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1 1/2) times the regular rate of pay, plus the regular rate of pay.

7.2.3 An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

### 7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1 1/2) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be taken prior to accumulated vacation leave and shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be at the employee's current rate of pay.

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at the employee's current rate of pay.

### 7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half for all time worked, with a minimum of two (2) hours pay.

7.4.3 Contact Calls: An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and one-half (1 1/2) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1 1/2).

### 7.5 Standby Duty

7.5.1 An employee who is required to be available and subject to call outside of his/her regularly scheduled work hours shall receive a Standby Duty Allowance of two dollars and twenty-five cents (\$2.25) per hour of standby duty.

7.5.2 For the period of time that an employee is called back and paid the call back rate of one and one-half (1 1/2) times the employee's regular hourly rate), he/she shall not receive a Standby Duty Allowance.

7.5.3 When standby duty is determined by the Department Director and/or Supervisor, he/she shall establish a rotational list of qualified employees for standby duty. This list shall be established on an annual basis, and as much as possible this list shall be unchanged throughout the year. Changes in personnel, termination, illness, annual leave and other similar circumstances, are reasons for adjusting this standby duty list. Upon approval of the Department Director and/or Supervisor, employees may trade on-call time with another employee. Employer approval shall not be unreasonably withheld.

### 7.6 Rest and Meal Breaks

7.6.1 Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

7.6.2 Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of

working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

7.6.3 In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half hour of overtime compensation.

7.6.4 In the event an employee is required to work unscheduled overtime in excess of five (5) consecutive hours he/she shall be entitled to a meal, to a maximum cost of ten dollars (\$10.00) provided at the expense of the Employer.

**ARTICLE 8 EMPLOYEE BENEFITS**

**8.1 Annual Leave**

8.1.1 All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192

8.1.2 A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

8.1.3 Annual leave shall be used and charged in minimum one-quarter (1/4) hourly increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all unexpended annual leave in excess of 384 hours shall be forfeited. Carry-over of unexpended annual vacation leave in excess of 384 hours must have the prior approval of the City Manager.

8.1.4 Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

8.1.5 An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of 384 hours shall be forfeited. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

## 8.2 Holidays

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided (a) the employee has been employed by the Employer for seven (7) consecutive months; (b) the employee has given not less than seventy-two (72) hours of written notice on forms provided to the Department Director and/or Supervisor unless such notification has been waived by the Department Director and/or Supervisor; and (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay. Compensatory time shall be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for

part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

**8.3 Health and Welfare**

**8.3.1 Medical:** The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

**8.3.2** Employees who are covered by a City employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

**8.3.3**

For medical coverage effective January 1, 2020, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the AWC Kaiser Permanente 200 Plan. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period. The employee's contribution will be as described below.

**AWC Regence HealthFirst 250**

	<b>2020, 2021, 2022 Employee Contribution</b>
<b>Employee</b>	\$32.81
<b>Spouse</b>	\$83.31
<b>1<sup>st</sup> Dependent</b>	\$29.56
<b>2<sup>nd</sup> Dependent</b>	\$26.81

**AWC Kaiser Permanente 200 Plan**

	<b>2020, 2021, 2022 Employee Contribution</b>
<b>Employee</b>	\$67.99
<b>Spouse</b>	\$67.48
<b>1<sup>st</sup> Dependent</b>	\$35.09
<b>2<sup>nd</sup> Dependent</b>	\$35.09

**8.3.4 Dental & Vision:** For dental and vision coverage effective January 1, 2020 based upon December 2019 hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period).

<b>Programs</b>	<b>2020, 2021, 2022 Employee Contribution</b>
Dental Plan "A"	\$0.00
Vision - Extended	\$0.00

**8.3.5** A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month

following the employee's month of hire.

**8.3.6** Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

**8.3.7** It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (e.g., marriage, divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

**8.3.8** Dental & Vision Maintenance of Benefits: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**8.3.9** Payments: Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

**8.3.10** Delinquency: If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

**8.3.11** Trust Agreement: The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

**8.3.12** The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

**8.3.13** Eligible "dependents" for purpose of medical, dental, and vision coverage under this Section 8.3 shall mean dependents of employees up to the age of 26 years old. After a dependent reaches age 26, he/she may only continue to receive medical, dental, and vision coverage if permitted by the terms of the applicable plan and at the employee's sole expense through payroll deduction.

## **8.4 Sick Leave**

**8.4.1** For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.

For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

**8.4.2** An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

**8.4.3** An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the

duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

**8.4.4** Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

**8.4.5** Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

**8.4.6** Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

**8.4.7** In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

**8.4.8** Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

**8.4.9** Employees shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The donee may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

## **8.5 Bereavement Leave**

**8.5.1** Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee's daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

**8.5.2** Employees on non-eight (8) hour schedules may use accrued vacation or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

**8.5.3** An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's

household.

**8.5.4** At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

**8.6 Life Insurance**

**8.6.1** The Employer shall provide each eligible employee with a life insurance policy based on existing coverage at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

**8.7 Western Conference of Teamsters Pension Trust**

**8.7.1** During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

**8.7.2** Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any under funding of the Plan.

**8.8 Termination/Separation Pay**

**8.8.1** Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

**8.8.2**

Employees hired prior to June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 720 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

**8.8.3**

Employees hired on or after June 13, 2017, will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 450 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours

shall not be restored for any reason if the employee is re-hired at a later date.

**ARTICLE 9 EMPLOYEE COMPENSATION**

**9.1 Wages**

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

**9.2 Longevity**

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

**9.3 Working Out of Classification**

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive hours, and who performs significant job duties representative of such position, shall be compensated at five percent (5%) over his/her existing base wage for all hours worked when temporarily assigned to the position.

9.3.2 Employees required to use equipment from an out of class equipment list will be paid five percent (5%) out of class pay after two (2) hours continuous use back to the first hour. The Equipment Operator II position at Public Works will be excluded from this provision, because using this equipment is already a part of the job description.

- 1) Out of class list
  - a) Backhoe;
  - b) Motor grader;
  - c) Track excavator;
  - d) Bull dozer;
  - e) Heavy-duty front end loader, excluding front-end loader of backhoe;
  - f) Van mounted video equipment

9.3.3 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over the his/her existing wage for the entire period of time when so assigned.

**9.4 Confined Space Rescue Team**

**9.4.1** Employees serving on the confined space rescue team shall be compensated an additional fifty dollars (\$50.00) per month for each month assigned.

**ARTICLE 10 SENIORITY AND LAYOFF**

**10.1 Seniority Standing**

**10.1.1** An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates.

**10.2 Layoff and Recall**

**10.2.1** In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

**10.2.2** The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

**10.2.3** The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

**10.2.4** The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

**10.2.5** "Downward or laterally" shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

**10.2.6** "Qualified" shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

**10.2.7** An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

**10.2.8** The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

**10.2.9** If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

**10.2.10** Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

**10.2.11** Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

**10.2.12** Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

## **ARTICLE 11 EMPLOYEE DISCIPLINE**

### **11.1 Just Cause**

**11.1.1** An employee shall not be disciplined and/or discharged except for cause. Any sanction imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall not be required to consider the concept of progressive discipline when imposing a sanction.

**11.1.2** The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee. Accordingly, probationary employees shall not have access to the grievance procedure for discipline or termination set forth in Article 13 of this agreement.

**11.1.3** No employee shall be discharged for having wages or salary subject to a writ of garnishment.

### **11.2 Types of Discipline**

**11.2.1** Listed, but without limitation, the forms of discipline shall generally include the following:

**11.2.2** Oral Warning: This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. The Employer may reduce an oral warning to writing to document its occurrence. In that case, the Employer shall place the documented oral warning in the employee's personnel file and shall provide a copy to the employee.**11.2.3** Written Warning: This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

**11.2.4** Demotion: This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

**11.2.5** Suspension: This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

**11.2.6 Discharge:** This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

### **11.3 Application of Discipline**

**11.3.1** Except in the case of action, behavior or conduct that calls for immediate termination, the Employer shall utilize the concept of progressive discipline. This means, as a general proposition, the Employer shall impose the lowest level of discipline which is appropriate to the employee's actions. Accordingly, the concept of a progressive discipline does not necessarily mean that the Employer shall impose the lowest level of discipline. The level of discipline imposed shall be determined by the employee's conduct at issue and any other relevant factors (such as, for example, the employee's previous disciplinary history). In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

**11.3.2** When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

**11.3.3** Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

## **ARTICLE 12 EMPLOYEE RIGHTS**

### **12.1 Interviews and Hearings**

**12.1.1** A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;
- c) Advice to the employee of his or her right to union representation during the hearing.

**12.1.2** The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

**12.1.3** When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### **13.1 Grievance Definition**

**13.1.1** The purpose of this grievance procedure is to provide a means for resolution of disagreements.

**13.1.2** The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew

or should have reasonably known of the occurrence of such action or inaction. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

## 13.2 Procedure

### 13.2.1 The grievance procedure shall be as follows:

**STEP ONE** - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

**STEP TWO** - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall meet with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

**STEP THREE** - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall meet with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below. Provided however, oral warnings may not be submitted to grievance arbitration.

## 13.3 Grievance Arbitration

**13.3.1** The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

**13.3.2** In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. Provided however, the arbitrator may in his/her discretion, direct the parties to submit post-hearing briefs. The arbitrator shall also be empowered to establish the procedures of the arbitration which are not otherwise articulated in the Section 13.3.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond his or her jurisdiction.

d) Each party shall bear the cost of presenting its own case.

e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

**ARTICLE 14 USE OF CITY FACILITIES & EQUIPMENT**

**14.1 Use of Equipment**

14.1.1 Employees will be allowed to use minor equipment to work on personal projects. This work will only be done after the normal work day. Changing of vehicle fluids and spray painting is not allowed.

**14.2 Personal Vehicles**

14.2.1 The City will allow the employees to use City water, soap and cleaning supplies to wash their personal vehicles during the following hours: Weekdays 5:00 PM - 8:00 AM, Weekends (at the Fire Department only) Noon - 8:00 AM.

**ARTICLE 15 SEVERABILITY**

**15.1 Savings Clause**

15.1.1 If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

15.1.2 Agreement reached between the parties to this Agreement shall become effective when signed by designated representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

**ARTICLE 16 LABOR MANAGEMENT MEETINGS**

**16.1 Labor-Management**

16.1.1 In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

**ARTICLE 17 TERM OF AGREEMENT**

**17.1 Contract Openers**

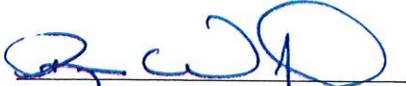
17.1.1 Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

**17.2 Duration**

**17.2.1** Except as expressly noted herein, the effective date of this Agreement shall be January 1, 2020.

**17.2.2** This Agreement will remain in effect from January 1, 2020 to December 31, 2022.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020.

  
\_\_\_\_\_  
Russ Walpole, Secretary/Treasurer  
Teamsters Local Union #252

\_\_\_\_\_  
T. Jill Anderson, City Manager  
City of Chehalis

\_\_\_\_\_  
Judy Schave, Human Resources Administrator  
City of Chehalis

\_\_\_\_\_  
Attest:  
Caryn Foley, City Clerk  
City of Chehalis

**APPENDIX A – SALARY SCHEDULE**

**A.1 2020, 2021, 2022 Salary Schedules**

**A.1.1 WAGES**

Effective December 25, 2019, the 2020 salary schedule shall be as follows  
(represents a 2.0% increase):

The 2020 salary schedule shall be retroactive to December 25, 2019.

Range	A	B	C	D	E
13	\$2,846	\$2,988	\$3,137	\$3,294	\$3,458
14	\$2,988	\$3,137	\$3,294	\$3,458	\$3,631
15	\$3,137	\$3,294	\$3,458	\$3,631	\$3,813
16	\$3,294	\$3,458	\$3,631	\$3,813	\$4,004
17	\$3,458	\$3,631	\$3,813	\$4,004	\$4,203
18	\$3,631	\$3,813	\$4,004	\$4,203	\$4,414
19	\$3,813	\$4,004	\$4,203	\$4,414	\$4,634
20	\$4,004	\$4,203	\$4,414	\$4,634	\$4,865
21	\$4,203	\$4,414	\$4,634	\$4,865	\$5,109
22	\$4,414	\$4,634	\$4,865	\$5,109	\$5,364
23	\$4,634	\$4,865	\$5,109	\$5,364	\$5,632
24	\$4,865	\$5,109	\$5,364	\$5,632	\$5,914

Effective December 25, 2020, the 2021 salary schedule shall be as follows  
(represents a 2.0% increase):

Range	A	B	C	D	E
13	\$2,903	\$3,047	\$3,199	\$3,359	\$3,527
14	\$3,047	\$3,199	\$3,359	\$3,527	\$3,704
15	\$3,199	\$3,359	\$3,527	\$3,704	\$3,889
16	\$3,359	\$3,527	\$3,704	\$3,889	\$4,084
17	\$3,527	\$3,704	\$3,889	\$4,084	\$4,287
18	\$3,704	\$3,889	\$4,084	\$4,287	\$4,502
19	\$3,889	\$4,084	\$4,287	\$4,502	\$4,727
20	\$4,084	\$4,287	\$4,502	\$4,727	\$4,963
21	\$4,287	\$4,502	\$4,727	\$4,963	\$5,211
22	\$4,502	\$4,727	\$4,963	\$5,211	\$5,471
23	\$4,727	\$4,963	\$5,211	\$5,471	\$5,745
24	\$4,963	\$5,211	\$5,471	\$5,745	\$6,032

Effective December 25, 2021, the 2022 salary schedule shall be as follows (represents a 1.5% increase):

Range	A	B	C	D	E
13	\$2,946	\$3,093	\$3,247	\$3,410	\$3,580
14	\$3,093	\$3,247	\$3,410	\$3,580	\$3,759
15	\$3,247	\$3,410	\$3,580	\$3,759	\$3,947
16	\$3,410	\$3,580	\$3,759	\$3,947	\$4,145
17	\$3,580	\$3,759	\$3,947	\$4,145	\$4,352
18	\$3,759	\$3,947	\$4,145	\$4,352	\$4,569
19	\$3,947	\$4,145	\$4,352	\$4,569	\$4,797
20	\$4,145	\$4,352	\$4,569	\$4,797	\$5,037
21	\$4,352	\$4,569	\$4,797	\$5,037	\$5,290
22	\$4,569	\$4,797	\$5,037	\$5,290	\$5,554
23	\$4,797	\$5,037	\$5,290	\$5,554	\$5,831
24	\$5,037	\$5,290	\$5,554	\$5,831	\$6,123

**A.2 Step Assignments/Advancements**

**A.2.1** All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

**A.2.2** Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

**A.2.3** No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

**A.2.4** The minimum rate established for a salary range shall be the normal hiring rate; provided, however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

**A.2.5** Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard expectations of the position.

**A.2.6** All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable.

**A.3 Range Assignments**

**A.3.1** The employee classifications shall be compensated in accordance with the salary schedule as specified above

<b>CLASSIFICATIONS</b>	<b>Pay Range</b>
Recreation Assistant	13
Office Clerk/Receptionist II	14
Judicial Assistant for Sentence Monitoring	15
Property Maintenance Worker	15
Records Assistant/Evidence Technician	16
Utility Customer Service Representative I	15
Court Clerk	16
Parking Enforcement	16
Utility Customer Service Representative II	16
Records Technician	17
Accounting Technician II	17
Administrative Assistant	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
In-Training Wastewater Operator	18
Community Services Officer	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Wastewater Collection System Technician	19
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm/Wastewater Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Equipment Operator II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Property Maintenance Technician II	21
Development Review Spec/Bldg. Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical, Electronics & Equipment	21
Water Treatment Operator II	22
Engineer Technician II	22
Lead Wastewater Treatment Operator	24

Accountant	24
Building Official	24
Engineering Technician III	24
Planner	24

**COLLECTIVE BARGAINING  
AGREEMENT**



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**BETWEEN**

**TEAMSTERS LOCAL #252**  
**(Representing Non-Uniformed Personnel)**

**AND**

**CITY OF CHEHALIS**

January 1, 2020 - December 31, 2022

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ARTICLE 1 PREAMBLE

1.1 Introduction

1.1.1 For the purpose of collective bargaining the City of Chehalis, shall hereafter be referred to as the "Employer", and Teamsters Local 252 shall hereafter be referred to as the "Union".

1.2 Purpose

1.2.1 Subject to law and the paramount consideration of service to the public, employee/management relations should allow employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

1.2.2 Effective employee/management cooperation requires a clear statement of the respective rights and obligations of the parties hereto. It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the City of Chehalis, within the spirit of the Public Employees Collective Bargaining Act, to establish basic understanding relative to personnel and to provide means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE 2 RECOGNITION

2.1 Scope of the Bargaining Unit

2.1.1 For the purpose of collective bargaining with respect to wages, hours, and working conditions, and other conditions of employment, the Employer recognizes the Union as the designated representative of the non-uniformed employees of the City of Chehalis that hold non-exempt positions as determined by agreement of the Employer and the Union or by PERC hearing.

ARTICLE 3 UNION SECURITY

~~3.1 Employment Requirement/Union Dues~~

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~~3.1.1 The Employer and the Union agree that all present members of the Union shall, as a condition of employment, remain members in good standing, while holding a position included in the bargaining unit. All future employees holding positions in the bargaining unit shall, as a condition of employment, become members after thirty (30) days of employment.~~

~~3.1.2 Notwithstanding Section 3.1.1, the Employer and the Union agree that each must safeguard the right of employees to not join the Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such case, employees shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.~~

~~3.2 Check Off of Union Dues~~

~~3.2.1 Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in Section 3.2.2, shall be likewise deducted and remitted to the appropriate charity.~~

~~3.2.2 Employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing there from caused by faulty information furnished by the employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.~~

~~3.1.1 The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees during the employees' regular work hours. The Union will explain that it is designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents in writing to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.~~

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~~3.1.2 It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.~~

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~~3.1.3 For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.~~

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~~3.1.4 Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.~~

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~~3.1.5 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.~~

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~~3.1.6 The Union agrees to indemnify and hold the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.~~

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**3.32 D.R.I.V.E.**

~~3.32.1~~ The Employer agrees to deduct from the paycheck of all employees, covered by this Agreement who voluntary provide written authorization for such deductions, ~~all voluntary contributions~~ to the Democrat, Republican, Independent Voter Education (D.R.I.V.E) political action committee.

~~3.32.2~~ D.R.I.V.E shall notify the Employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a monthly basis for all months worked. The phrase "month worked" excludes any month other than a month in which the employee earned a wage.

~~3.32.3~~ The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's pay check.

~~3.2.4~~ Employees may revoke their consent for D.R.I.V.E deduction at any time pursuant to the same process set forth in Section 3.2.1 above.

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**ARTICLE 4 EMPLOYEE DEFINITIONS**

**4.1 Regular Full-Time Employee**

4.1.1 An employee regularly scheduled to work an average of 173.3 hours per month.

**4.2 Regular Part-Time Employee**

4.2.1 An employee regularly scheduled to work less than an average of 173.3 hours per month, based upon an annual basis and who is not a seasonal/temporary or non-regular employee.

**4.3 Temporary Employee**

4.3.1 Temporary employment for any one (1) employee shall not exceed one thousand forty (1040) compensable hours in any one (1) calendar year.

**ARTICLE 5 MANAGEMENT RIGHTS**

**5.1 Customary Functions**

5.1.1 The Employer retains, except as limited by an express provision of this Agreement, its right to exclusively and unilaterally manage and operate its departments.

5.1.2 Except as limited by an express provision of this Agreement, the Employer is hereby released from any obligation it otherwise may have to bargain its decision, and the impacts and effects of its decision on employees, even if the decision changes the status quo or past practice, if the subject matter of the decision concerns operation and management of the work place.

5.1.3 Operation and management of the work place includes, but is not limited to, the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, and time off from work; the assignment of work; the introduction of new equipment, and the use of volunteers, contractors, and other non-employee labor.

5.1.4 All employees shall familiarize themselves as to the laws, rules, regulations, directives and customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job. All reports, suggestions, requests and inquiries to a higher authority shall be routed through immediate supervisors.

5.1.5 Where this Agreement is silent on any issue, the provision(s) in the City of Chehalis Employee Rules and Regulations shall control. If both the City of Chehalis Employee Rules and Regulations and this Agreement are silent on any issue, the decision of the City Manager shall control. This in no way restricts the employee's right to pursue a civil action against the City in a court of competent jurisdiction.

**5.2 Performance Standards**

5.2.1 All employees shall practice every economy possible in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in cost savings or improved service to the public.

5.2.2 Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons.

ARTICLE 6 EMPLOYMENT POLICIES

6.1 Non-Discrimination

6.1.1 The Employer and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, ~~sex~~ gender, national origin, religious belief, marital status, Union activity not prohibited by the terms of this Agreement, or mental or physical ~~handicap~~ disability, ~~sexual orientation (including gender identity and gender expression)~~, honorable discharged military status, or any other classification protected by applicable law.

6.2 Military Leave

6.2.1 Military leave shall be governed by State and Federal Law.

6.3 Jury Duty and Court Time

6.3.1 Employees shall be allowed time off without loss of pay for serving on jury duty. Compensation received by the employee from the Court shall be promptly paid to the Employer if jury duty leave was used. All employees shall apply for and seek such compensation from the Court. Employees shall return to work as soon as practical after they are excused by the Court.

6.3.2 If any employee is subpoenaed or caused to appear in court by the Employer or by the City or County Prosecutor's office for the purpose of providing, on behalf of the calling party, testimony on facts or events arising out of the employee's employment with the Employer, all mandated court appearance time shall be compensated by the Employer at the employee's applicable rate of pay. If the employee is called by a party other than the Employer or the City or County Prosecutor, the employee shall be solely responsible for making compensation arrangements with the party who called him, and the time in Court attendance shall not be paid by the Employer; however, the employee may use, subject to compliance with employee leave procedures, accrued annual leave or take compensatory time for such court attendance, or take time off without pay.

6.4 Leave of Absence

6.4.1 A leave of absence is a privilege the City may extend to qualified employees for specific periods of time under certain circumstances. It allows an employee to take time off from work for non-medical personal reasons. All such leaves are taken without pay and no benefits are earned while on such leave. A request for a leave of absence must be submitted in writing to the Employer at least seven (7) days prior to the anticipated leave. The city reserves the right to approve or deny any leave requested. Employee on leave may return early from leave if they notify the Employer seven (7) days in advance. Failure to return from leave on or before the agreed-upon date may result in termination. All vacation benefits and compensatory time must be exhausted prior to a grant of personal leave of absence.

6.4.2 All medical leaves of absence shall comply with the requirements of the Family Medical Leave Act (FMLA).

6.5 Liability

6.5.1 Where the employee has acted in good faith and within the scope of employment, and has not willfully committed acts or omissions which are wrongful, the Employer shall provide legal representation for the employee and the employee's marital community in defense of allegations of acts or omissions in the performance of the employee's official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and the employee's marital community.

6.6 Work Stoppage

6.6.1 Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved work to the rule situation, mass resignations,

mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

6.6.2 Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation Section 6.6.1. of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

6.6.3 The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

6.6.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

#### 6.7 Personnel Files

6.7.1 An employee shall have the right to inspect his or her personnel file with Employer supervised inspection. Arrangement for such access shall be made upon mutual convenience of the Employer and the employee. In no event shall the employee unilaterally remove or modify the content of such file. No material of a disciplinary or evaluation nature shall be placed in an employee's Personnel File without the employee being provided with a copy of such entry, and the opportunity to attach a rebuttal to the documentation.

#### 6.8 Safety

6.8.1 It is the Employer's policy to prevent accidents and to ensure that employees are provided safe and healthful working conditions, free from recognized hazards. The Employer and employees are responsible for assuring safe working conditions and compliance of safety standards of each work site.

6.8.2 The Employer and employees shall guard the safety of themselves, their fellow employees and the public. Employees shall observe all safety practices governing their work. Employees are encouraged to offer safety suggestions and contribute to a safer working environment.

6.8.3 It is the employee's responsibility to learn the safety regulations applicable to his/her job. The employee is also responsible for use of safety equipment and/or personal protective equipment, as set forth by regulations at all times necessary and at the direction of the supervisor. New employees shall receive a list of applicable City and departmental safety rules, regulations and procedures as part of their orientation to the department. Failure to comply with the responsibilities of such safety rules, regulations and procedures shall be grounds for disciplinary action, up to and including termination.

#### 6.9 Promotions

6.9.1 In the case of promotional appointments or transfers, employees shall have a probationary status of six (6) months. Promotions or changes in job classifications shall be considered temporary for a period of thirty (30) calendar days from the date of promotion or change. Within the thirty (30) calendar day period, if the employee requests return to the previously held classification or should the Employer and/or his/her designee decide the employee is unsuited for the job, the employee shall revert to the employee's former job classification. An employee who is removed from a promotional or changed position, at the sole discretion of the Employer during the employee's six (6) month probationary period, may be permitted to return to the employee's formerly held position and placed at the applicable wage and benefit level.

#### 6.10 Mileage Reimbursement

6.10.1 An employee who voluntarily and with Employer approval utilizes their personal vehicle for City business shall be reimbursed for mileage at the rate established by the Internal Revenue Service. Employees who are authorized to

utilize their personal vehicle shall be required to carry minimum insurance liability requirements as required by State law.

**6.11 Job Descriptions**

6.11.1 The Employer shall be required to provide current or modified job descriptions, where available, for each employee classification of the department to the Union and affected employee(s). Any change to current job descriptions shall be forwarded to the Union prior to implementation. Job descriptions are intended to be a generic description of the basic functions of specific employment classifications.

**6.12 Union/Employer Relations**

6.12.1 All collective bargaining with respect to wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer. During the time when the provisions of this Agreement are in force and effect, negotiations pursuant to Article 15.1., the Savings Clause and/or Article 17.1., the Termination/Reopener shall be as follows:

6.12.2 Scheduling: Unless altered by mutual agreement, negotiations shall be scheduled in order that the negotiation time shall occur during the normal workday.

6.12.3 Union Officials Time Off: The Union, through its represented employees, shall be allowed, and granted time off to attend a pre-arranged meeting with Employer representatives provided:

6.12.4 They notify their supervisor(s) in writing at least forty-eight (48) hours prior to the time off period being requested;

6.12.5 The Employer grants permission and is able to properly staff the employee's job duties during the time off period;

6.12.6 The wage cost to the Employer is no greater than the cost that would have been incurred had the employee(s) not taken time off; and

6.12.7 Employees shall not work on Union business while on shift, except as otherwise scheduled and approved.

6.12.8 On an advance request basis, the Union, on behalf of any particular employee, may request a Union business leave of absence for such employee. Such request shall be subject to granting or denial at the sole discretion of the department head. Under no circumstances shall the Employer be responsible for paying any mileage or any other expenses on behalf of the Union for such employee. Such leave, if granted, shall be for a specific duration and shall not constitute a debit against annual leave or sick leave.

6.12.9 The Employer shall provide suitable bulletin board space for the posting of official notices of a non-controversial nature relating to local Union business.

**6.13 Pay day**

6.13.1 The normal payday for all employees shall be the last working day of the month. The Employer shall include on the paycheck information boxes the amount of accrued sick leave and vacation.

6.13.2 For the purpose of calculating overtime, sick leave, annual leave, compensatory time or any other factor that may influence or adjust the amount of pay, the pay period shall be from the twenty-fifth (25th) day of the previous calendar month to the twenty-fourth (24th) day of the current month. Overtime earned or any other activity that would influence or impact the amount of pay, that occurs between the twenty-fifth (25th) day of the month and the last day of the month, shall be paid at the pay date following the month in which such overtime was earned or such other influencing activity occurred. For the purpose of this Section, "working day" shall mean a day City Hall is open for business.

**6.14 Bargaining Unit Work**

6.14.1 It is the policy of this Employer and the Union that an exempt position shall not regularly engage in the performance of work generally to be Union bargaining unit duties. On occasion an exempt employee, by reason of emergency, isolated expediency, and/or job interrelationships is permitted to perform such bargaining unit work.

6.14.2 When a new job classification is created, the Employer shall notify the Union of the creation of such classification.

6.14.3 Whenever any bargaining unit position is to be filled by the Employer, the job shall first be posted to employees from within the bargaining unit, prior to advertising the same to outside or non-bargaining unit personnel.

**6.15 Personal Protection Equipment & Clothing and Commercial Driver's Licenses (CDLs)**

6.15.1 The Employer shall furnish hard hats, helmet liners, rain gear, rubber boots, safety vests and other personal protective equipment to employees, on an as-needed basis as determined by the Division Director or Superintendent. Such personal protective equipment and/or gear shall be replaced on an as-needed basis as determined by the Division Director or Superintendent. Such personal protection equipment or gear shall be the property of the Employer. Any personal protective equipment that is being replaced by the Employer shall be turned over to the Division Director, Superintendent, or designee prior to the new equipment being issued.

6.15.2 Employees in the job classifications listed below will receive ~~one hundred and eighty-four two hundred and thirty five~~ dollars (\$~~184,002~~35.00) as an annual clothing allowance, paid each year in the April paycheck. Clothing allowance benefits will be prorated for part-time employees and for eligible employees hired after annual payment is made. Clothing allowance will be considered a taxable benefit under the Internal Revenue Code and will be taxed accordingly. Employees will not be required to submit receipts to the Employer for purchases made with clothing allowance funds.

JOB CLASSIFICATION
Building Official
Engineering Technician II
Engineering Technician III
Equipment Maintenance Technician
Equipment Operator I
Equipment Operator II
Maintenance Technician - Electrical, Electronics & Equipment
Lead Wastewater Treatment Operator
Poplar Tree Plantation/Utility Worker I
Poplar Tree Plantation/Utility Worker II
Property Maintenance Technician I
Property Maintenance Technician II
Property Maintenance Worker
Storm/Wastewater Collection Specialist
Traffic Control Technician
Vehicle Maintenance Technician
Wastewater Laboratory Assistant
Wastewater Laboratory Technician II
Wastewater Treatment Operator
Water Distribution Operator I
Water Distribution Operator II
Water Distribution Operator I /Meter Reader
Water Meter Reader
Water Treatment Operator I
Water Treatment Operator II

6.15.3 When a CDL is required as a job classification prerequisite, the employee shall obtain and maintain such license

at his/her expense. The Employer shall pay for or reimburse the employee for the license and associated training costs related to renewal of the CDL. To the extent a required physician's exam is not covered by applicable health insurance, the Employer shall pay for or reimburse the employee for said costs.

#### 6.16 Departmental Rules, Regulations & Procedures

6.16.1 Each department head may establish departmental rules, regulations, policies and/or procedures. Such departmental rules, regulations, policies and/or procedures shall be in harmony with the provisions of this agreement and shall be binding upon the employee. Failure to comply with any such departmental rules, regulations, policies and/or procedures shall be grounds for disciplinary action, up to and including termination.

6.16.2 A copy of the current rules, regulations and procedures of each department shall be on file with each respective department.

6.16.3 If any departmental rules conflict with the provisions of this agreement the provisions in this agreement shall take precedent.

6.16.4 Proposed changes to departmental rules, regulations and/or policies shall be provided to the Union as soon as reasonably possible prior to the proposed implementation date.

6.16.5 The Employer may, in its discretion, decide to provide employees with non-disciplinary verbal coaching and counseling and/or written memorandum of non-disciplinary coaching and counseling to address low level performance issues. None of the foregoing types of non-disciplinary action are subject to the grievance procedure contained in Article 13 of this agreement.

### ARTICLE 7 COMPENSABLE HOURS

#### 7.1 Hours of Work

7.1.1 Standard Work Week: Employees shall start work at a time designated in advance by the Department Director and/or Supervisor, and shall work eight (8) hours per day, not including lunch, Monday through Friday inclusive, unless notified of a different starting time because of emergencies, construction, inspection, training, personnel or shop meetings. This eight (8) hour work period shall include traveling time from the starting work station to any other later assigned or directed work point and return time to the starting work station. The usual standard work day shall begin no earlier than 6:00 a.m. and no later than 8:00 a.m. except, start times may be outside these hours by mutual agreement with the affected employee.

7.1.2 Alternative Work Week: The Department Director and/or Supervisor may establish an alternate work schedule such as a four (4)-day work week, ten (10) hours per day, work schedule, or an alternating four (4) and five (5)-day work week, nine (9) hours per day, work schedule, for his/her department for any work group or portion of a work group, subject to the following terms, conditions, and parameters:

- a) Such work period shall result in total regular work hours per week period of forty (40) hours, or per two week period of eighty (80) hours.
- b) The Department Director and/or Supervisor shall give the Union at least one week's notice of intent to enact an Alternate Work Schedule. The Union shall also be provided at least one week's notice of intent to terminate an Alternative Work Schedule.
- c) The standard Alternate Work Schedule workday shall not commence prior to 6:00 a.m. and shall not end after 6:00 p.m. of each workday. The basic plan for the 4/10 work schedule shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage. The basic plan for the 4-5/9 work schedule shall include one (1) week of nine (9)-hours on Monday through Wednesday, eight (8) hours on Thursday, and one (1) week of nine (9)-hours on Monday through Friday; and shall include a staggered Monday-Friday and Tuesday-Friday schedule, if deemed necessary by Employer, to provide five (5) day coverage.

d) For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday.

e) Subject to complying with the conditions and restrictions set forth above, the Employer may place or not place any particular sub-group on an alternative work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on an alternate work schedule(s); provided, that if any bargaining unit member of a subgroup is placed on an alternate work schedule, then all bargaining unit employees within sub-group shall also be placed on an alternate work schedule, unless the Employer, the Union and the affected employee agree to retention of the affected employee on a 5/8 schedule.

## 7.2 Overtime

7.2.1 Overtime shall require authorization of the Department Director and/or Supervisor.

7.2.2 Overtime pay allowances to employees shall be as follows: All work performed in excess of the number of hours in a regular or assigned work day as assigned by the Department Director and/or Supervisor and authorized in Section 7.2 of this Agreement, or forty (40) hours in a week, or, in the event of the 4-5/9 Alternate Work Schedule, forty-five (45) hours in the long week, and Saturday and Sunday work shall be paid at one-and-one-half (1½) times the regular rate of pay. All worked performed on holidays shall be paid at one-and one-half (1½) times the regular rate of pay, plus the regular rate of pay.

7.2.3 An employee shall be paid at the overtime rate for all time worked prior to his/her standard workday starting time, unless the Employer provides at least one (1) working day advance notice of change of starting time.

## 7.3 Compensatory Time Off in Lieu of Pay

7.3.1 Compensation for overtime work may be granted in the form of compensatory time off, which accrues at the rate of one-and-one-half (1½) of the actual hours of overtime worked. The employee shall make the choice to be compensated in the form of pay or compensatory time off. However, the Department Director and/or Supervisor may deny compensatory time requests and impose overtime payment, if compensatory time off is not practical.

7.3.2 Compensatory time off shall be taken prior to accumulated vacation leave and shall be paid at the employee's current rate of pay. Compensatory time off may be taken only after the employee has received authorization from the Department Director and/or Supervisor. Subject to the approval of the Employer the employee may cash-out compensatory time accrued by making such notation on their time sheet. Cash out of compensatory time shall be paid at the ~~employee's current rate of pay, hourly rate in effect at the time the employee accrued the compensatory hours, with the oldest accrued hours paid out first.~~

7.3.3 Compensatory time may be accumulated to a maximum of eighty (80) hours which may be carried over from year to year. The Employer at its sole discretion may allow an employee to accumulate hours in excess of the eighty (80) hour cap.

7.3.4 Upon termination, all unused compensatory time shall be paid at ~~the employee's current rate of pay, the hourly rate in effect at the time the employee accrued the compensatory hours.~~

## 7.4 Call Time

7.4.1 Call time shall consist of "Call In" and "Call Back." Call In shall apply when an employee reports to work, at the Employer's request, prior to the start of the standard workday. Call Back shall apply when an employee has left the work site after completing the workday and is then called back to work by the Employer.

7.4.2 Call In and Call Back shall be compensated at time and one-half for all time worked, with a minimum of two (2) hours pay.

**7.4.3 Contact Calls:** An employee who is contacted while off duty to solicit information which is beneficial to the Employer shall be compensated a minimum of thirty (30) minutes at time and-one-half (1 1/2) for calls of fifteen (15) minutes or less duration. For calls which are in excess of fifteen (15) minutes the employee shall be compensated for two (2) hours at time and one-half (1 1/2).

**7.5 Standby Duty**

**7.5.1** An employee who is required to be available and subject to call outside of his/her regularly scheduled work hours shall receive a Standby Duty Allowance of two dollars and ~~ten-twenty-five~~ cents (\$2.40~~25~~) per hour of standby duty.

**7.5.2** For the period of time that an employee is called back and paid the call back rate of one and-one-half (1 1/2) times the employee's regular hourly rate), he/she shall not receive a Standby Duty Allowance.

**7.5.3** When standby duty is determined by the Department Director and/or Supervisor, he/she shall establish a rotational list of qualified employees for standby duty. This list shall be established on an annual basis, and as much as possible this list shall be unchanged throughout the year. Changes in personnel, termination, illness, annual leave and other similar circumstances, are reasons for adjusting this standby duty list. Upon approval of the Department Director and/or Supervisor, employees may trade on-call time with another employee. Employer approval shall not be unreasonably withheld.

**7.6 Rest and Meal Breaks**

**7.6.1** Each employee shall be allowed an unpaid meal period of at least thirty (30) minutes commencing no less than two (2) hours nor more than five (5) hours from the beginning of the shift. No employee shall be required to work more than five (5) consecutive hours without a meal period. Employees working three (3) or more hours longer than a normal work day shall be allowed at least one thirty (30) minute meal period prior to or during the overtime period.

**7.6.2** Each employee shall be allowed a paid rest period of fifteen (15) minutes in duration, for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the mid-point of the morning and afternoon work periods. No employee shall be required to work more than three (3) hours without a rest period. Where the nature of the work permits an employee to take an intermittent rest period equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest periods are not required.

**7.6.3** In the event an employee is required to work overtime service in excess of three (3) consecutive hours without a break he/she shall be entitled to an additional one-half hour of overtime compensation.

**7.6.4** In the event an employee is required to work unscheduled overtime in excess of five (5) consecutive hours he/she shall be entitled to a meal, to a maximum cost of ten dollars (\$10.00) provided at the expense of the Employer.

**ARTICLE 8 EMPLOYEE BENEFITS**

**8.1 Annual Leave**

**8.1.1** All regular full-time employees shall accrue, on a monthly basis, vacation in accordance with the following schedule:

Completed Years of Service	Accrual Rate Hours Per Month	Annual Hours of Accrued Vacation
0-1	7.33	88
1	7.33	88
2	8.00	96
3	8.66	104
4	9.33	112
5	10.00	120
6	10.00	120
7	10.66	128
8	11.33	136
9	12.00	144
10	12.66	152
11	13.33	160
12	13.33	160
13	14.00	168
14	14.00	168
15	14.66	176
16	14.66	176
17	14.66	176
18	15.33	184
19	15.33	184
20	16.00	192

**8.1.2** A regular part time employee who is employed on a regular schedule shall accrue annual leave with pay pro rata.

**8.1.3** Annual leave shall be used and charged in minimum one-quarter (1/4) hourly increments. Annual leave may be carried over from one calendar year to the next up to a maximum of three hundred and eighty-four (384) hours. At the conclusion of the last day of the calendar year, all unexpended annual leave in excess of 384 hours shall be forfeited. Carry-over of unexpended annual vacation leave in excess of 384 hours must have the prior approval of the City Manager.

**8.1.4** Employees who transfer from one department to another shall be entitled to transfer accrued vacation leave to such succeeding department.

**8.1.5** An employee who retires, resigns, or is terminated shall be paid for any unused accrued annual leave up to a maximum of three hundred eighty-four (384) hours. Accrued vacation hours in excess of 384 hours shall be forfeited. If an employee is discharged because of unsatisfactory service within the first six (6) months of employment, no accrued annual leave shall be payable. In the event of an employee layoff or death, cash-out shall be one hundred percent (100%) of unexpended accrued annual leave.

8.1.6 An employee who is required to postpone vacation at the request of the Employer shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided however, such excess shall be used, upon penalty of forfeiture, within three hundred sixty-five (365) calendar days from the first available opportunity for its use.

8.1.7 An employee desiring to use accrued annual leave shall submit a completed Vacation Leave Request Form to his/her immediate supervisor. An employee shall be allowed to take vacation only after the scheduled vacation time is approved by the Department Director and/or Supervisor. The Department Director and/or Supervisor shall respond in writing to the request within five (5) working days.

8.1.8 Should there be any conflict between employees in scheduling preference shall first be given to any employee who had previously postponed their vacations. Preference shall then be given by seniority.

**8.2 Holidays**

8.2.1 Holidays shall be observed as follows:

New Year's Day	January 1
M.L. King's Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25

8.2.2 In addition to the holidays specified above, each regular full time and part time employee may select one (1) non-cumulative personal holiday each calendar year, provided (a) the employee has been employed by the Employer for seven (7) consecutive months; (b) the employee has given not less than seventy-two (72) hours of written notice on forms provided to the Department Director and/or Supervisor unless such notification has been waived by the Department Director and/or Supervisor; and (c) the Employee's absence will not adversely affect the operations of the Department. Leave taken on these days is with pay and not charged against annual leave.

8.2.3 Any holiday which falls on Sunday shall be observed on the following Monday. Any holiday which falls on a Saturday shall be observed on the preceding Friday.

8.2.4 The Department Director and/or Supervisor may require one or more employees to work on a holiday. Employees required to work a holiday shall be entitled to either overtime pay or compensatory time off as prescribed in Sections 7.2. and 7.3. Whenever possible, such pay or time off option shall be agreed upon by the Department Director and/or Supervisor and the employee prior to the employee working the holiday. For all hours worked on the holiday, pay or time off shall be at the rate of time and one-half plus the regular rate of pay. Compensatory time shall be in accordance with the Section 7.3. of this agreement.

8.2.5 Employees shall receive eight (8) hours of holiday pay per designated city holiday, and eight (8) hours of annual personal holiday, regardless of the length of their daily shift. Holiday and personal holiday benefits shall be prorated for part-time employees. Employees on non-eight (8) hour schedules may use accrued vacation hours or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedules to create an eight (8) hour workday on designated city holidays and annual personal holiday, provided the temporary change in schedule does not create overtime, compensatory time or other additional cost to the city.

8.3 Health and Welfare

8.3.1 Medical: The Employer shall remit the required premiums for all regular full time employees, spouse and dependents for the plans described below. Part-time employees, who work at least twenty hours per week, may elect coverage under the medical plan. Part-time employees' medical premium paid by Employer shall be pro-rated based upon the actual hours compensated in comparison with full time hours.

8.3.2 Employees who are covered by a city-City employed spouse shall not be eligible for medical coverage. Any employee excluded from coverage or who voluntarily opts out of coverage shall be entitled to two hundred and fifty dollars (\$250.00) per year, for reimbursement of non-covered medical costs, i.e. co-pays, premiums, deductibles, overages, etc. An employee shall not be allowed to voluntarily opt out of coverage if doing so would cause the city to violate conditions of the participation agreement or underwriting rules of the Association of Washington Cities (AWC).

8.3.3 For medical coverage effective January 1, ~~2017~~2020, all employees in the bargaining unit may select enrollment in either the AWC Regence HealthFirst 250 Plan or the AWC Kaiser Permanente 200 Plan. ~~Group Health Cooperative – \$10 Copay Plan. Effective January 1, 2018, the Group Health Cooperative – \$10 Copay Plan will be replaced with the Group Health Cooperative – \$20 Copay Plan. Effective January 1, 2018, an employee with the Group Health \$10 Copay Plan that has not chosen another plan option will automatically move to the Group Health \$20 Copay Plan. The employee contribution rates for monthly medical premiums shall be as outlined below.~~ Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period. The employee's contribution will be as described below.

**AWC Regence HealthFirst 250**

	<del>2017</del> <u>2020, 2018</u> <u>2021, 2019</u> <u>2022</u> Employee Contribution
Employee	\$32.81
Spouse	\$83.31
1 <sup>st</sup> Dependent	\$29.56
2 <sup>nd</sup> Dependent	\$26.81

~~Group Health Cooperative Copay Plan 2 (\$10 copay plan)~~AWC Kaiser Permanente 200 Plan

	<del>2017</del> <u>2020, 2021, 2022</u> Employee Contribution
Employee	\$67.99
Spouse	\$67.48
1 <sup>st</sup> Dependent	\$35.09
2 <sup>nd</sup> Dependent	\$35.09

Group Health Cooperative (\$20 Copay Plan)

	<u>2018, 2019</u> Employee Contribution
Employee	To be determined
Spouse	To be determined
1 <sup>st</sup> Dependent	To be determined
2 <sup>nd</sup> Dependent	To be determined

~~If the 2018 premium for the Group Health Cooperative \$20 Copay Plan is less than the 2016 Group Health Cooperative \$10 Copay Plan premium, the employee contribution for the Group Health \$20 Copay Plan would be the employee contribution for the 2016 Group Health \$10 Copay Plan, reduced by the cost savings to the City. Should the Group Health \$20 Copay Plan premium exceed the 2016 Group Health \$10 premium, the employee contribution shall be the 2016 Group Health \$10 premium rate.~~

~~If the 2019 premium for the Group Health Cooperative \$20 Copay Plan is less than the 2016 Group Health Cooperative \$10 Copay Plan premium, the employee contribution for the Group Health \$20 Copay Plan would be the employee~~

~~contribution for the 2016 Group Health \$10 Copay Plan, reduced by the cost savings to the City. Should the Group Health \$20 Copay Plan premium exceed the 2016 Group Health \$10 premium, the employee contribution shall be the 2016 Group Health \$10 premium rate.~~

8.3.4 **Dental & Vision:** For dental and vision coverage effective January 1, ~~2017-2020~~ based upon December ~~2016~~ ~~2019~~ hours, the Employer shall remit the sum required to Washington Teamsters Welfare Trust for each eligible employee, covered by this Agreement, who has eighty (80) hours or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. Employee contribution rates for monthly dental and vision premiums shall be as outlined below. Employee premium contributions shall be through payroll deduction in the corresponding pay period (eg. January premiums are deducted from the January pay period).

Programs	<del>2017</del> 2020, <del>2018</del> 2021, <del>2019</del> 2022 Employee Contribution
Dental Plan "A"	\$0.00
Vision - Extended	\$0.00

8.3.5 A new employee shall be eligible for medical insurance coverage during the probation period on the same basis as a regular full-time employee; however, coverage shall not become effective until the first day of the calendar month following the employee's month of hire.

8.3.6 Employees ending their employment with the City have the ability to continue their medical, dental and vision insurance under certain qualifying events on a self-pay basis in accordance with the requirements of Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

8.3.7 It shall be the responsibility of the Employee to notify Human Resources or Payroll in writing within thirty (30) calendar days of any changes in dependent coverage (e.g., ~~M~~marriage, divorce, newborn) on any and all Employer paid benefits. Lack of such notification shall result in the employee reimbursing the Employer for the difference in premiums.

8.3.8 **Dental & Vision Maintenance of Benefits:** The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

8.3.9 **Payments:** Payments are required under any of the foregoing provisions shall be made on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals, pertaining to benefits under this Article, shall be posted on the bulletin board.

8.3.10 **Delinquency:** If the Employer is delinquent in payments, the employer shall be liable for the payment of any claim incurred by employees or dependents during such delinquency. If delinquent, the employer may be notified by the Union and, thereafter, shall have five (5) days, the Union may, without liability therefore, implement any economic persuasion deemed expedient and such shall not be a violation of this Agreement.

8.3.11 **Trust Agreement:** The Trust Agreement shall be known as Supplement "A" and, by this reference, same is incorporated herein and deemed a part hereof as though fully set forth.

8.3.12 The Employer and the Union recognize that the cost of providing health care coverage to employees and their dependents has been an important on-going issue, and agree to meet periodically during the term of this agreement to discuss wellness programs and other means of containing health care cost to the extent possible.

8.3.13 Eligible "dependents" for purpose of medical, dental, and vision coverage under this Section 8.3 shall mean dependents of employees up to the age of 26 years old. After a dependent reaches age 26, he/she may only continue to receive medical, dental, and vision coverage if permitted by the terms of the applicable plan and at the employee's sole expense through payroll deduction.

8.4 Sick Leave

8.4.1 For employees hired prior to January 13, 2015, sick leave with pay shall be accrued by each full-time employee

at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of nine hundred (900) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of nine hundred (900) hours will be forfeited; however, employees who have accumulated more than nine hundred (900) hours as of the pay period ending December 24, 2011 will not forfeit any hours already earned, but will not accumulate any additional hours until such time their sick leave balance is under nine (900) hundred hours.

For employees hired on or after January 13, 2015, sick leave with pay shall be accrued by each full-time employee at the rate of eight (8) hours upon completion of each calendar month of continuous service to a maximum leave balance of four hundred fifty (450) hours. Part-time employees shall accrue sick leave pro rata. Sick leave may be used in one-quarter (1/4) hour increments. Sick leave hours in excess of four hundred fifty (450) hours will be forfeited.

8.4.2 An employee may take leave for illness, requiring the employee's attendance, in their immediate family. "Immediate family" shall include persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child or grandchild, and any relative living in the employee's household.

8.4.3 An employee who takes more than three (3) consecutive workdays sick leave for any one illness for self or for illness in the immediate family may be required by the department head to present a statement by a physician certifying that the employee's condition, or employee's family member's condition prevented the employee from performing the duties of the employee's position during the period of illness or injury. This requirement may be waived by the Department Director and/or Supervisor.

8.4.4 Employees shall report absence due to illness to their Department Director and/or Supervisor as near as possible to the beginning of their shift.

8.4.5 Employees shall notify their Department Director and/or Supervisor immediately of any and all on-the-job injuries.

8.4.6 Employees who transfer from one department to another shall be entitled to transfer accrued sick leave to such succeeding department.

8.4.7 In case of injury or occupational illness, employees may, at the employee's option, be paid the full difference between Workers' Compensation and their normal paycheck, and this will be deducted from accrued sick leave or accrued annual leave in units of one hour so long as such accrued leave is available; provided, however, the employee's election must be timely made so as to provide notice sufficient for Employer to make necessary payroll deductions. For a period not to exceed six (6) months, the Employer shall pay the group health insurance premium at the level of contribution set forth in Article 8, for an employee in Workers' Compensation status with this Employer. If permitted by insurance coverage, an employee continuing to be off work because of illness or injury, and whether job related or not, after having fully used all accrued and annual leave and the Employer-paid benefit in the foregoing sentence, may, for a period of not to exceed six (6) months, continue insurance coverage herein by tendering the full premium costs of same to the Employer at the beginning of each applicable month and the Employer shall remit the same to the carrier(s).

8.4.8 Employees are expected to be on the job unless excused by Department Director and/or Supervisor because of illness. The Employer may make periodic reviews of individual attendance records. The Employer shall retain the right to take corrective steps to deal with use of sick leave for purposes other than those provided for in this Agreement, situations where the employee has prolonged and/or frequent or regular absences, or other sick leave abuse. Corrective steps may include requiring medical consultations, doctor's slips, or disciplinary action, including dismissal.

8.4.9 Employees shall be allowed to donate a portion of their accrued sick leave hours to another employee who is ill or disabled. The transfer of sick leave hours shall only occur if the receiving employee is suffering from an injury, illness or disability preventing his/her return to work and he/she has exhausted all of his/her accumulated annual leave time, sick leave time, compensatory leave time, or other leave time to which that employee is entitled. The donee may not receive more than three hundred sixty (360) hours accumulative from donors for any one qualifying event any calendar year, whichever is longer. Any and all transferred hours of sick leave are expressly excluded from termination sick leave pay-off provisions.

**8.5 Bereavement Leave**

8.5.1 Three (3) workdays shall be granted without leave debit in the case of death of the employee's immediate family; however, effective with the pay period beginning December 25, 2016, bereavement leave shall be limited to no more than eight (8) hours per day for a total of up to twenty-four (24) hours, regardless of the length of the employee's daily shift. Benefits for part-time employees shall be prorated. For this section, "Immediate family" shall include spouse (or spouse equivalent in a cohabitation relationship), son, daughter, step-children, mother, father, stepmother, step-father, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, or other members of the employee's household. Members of the employee's household means persons who reside in the same home, who have reciprocal and natural and/or moral duties to and do provide support for one another. The term doesn't include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

8.5.2 Employees on non-eight (8) hour schedules may use accrued vacation or compensatory time to achieve full shift hours for the day. With Department Director and/or Supervisor approval, employees on non-eight (8) hour schedules may temporarily adjust their schedule to create an eight (8) hour workday, provided the temporary change in schedule does not create overtime, compensatory or other additional cost to the City.

8.5.3 An employee shall be allowed to utilize accumulated sick leave, compensatory time or vacation leave for the purpose of making arrangements for and/or attending funeral services of a person related by blood, marriage, or legal adoption; including grandparent, parent, spouse, brother, sister, child, grandchild, or any relative living in the employee's household.

8.5.4 At the discretion of the department head or designee additional relatives or in-laws may be considered immediate family for the purpose of bereavement leave if the Department Head or designee believes the employee had a close relationship with the deceased. Any decision made regarding the granting or denial of bereavement leave shall not be considered as precedent setting for any subsequent requests made in accordance with this provision.

**8.6 Life Insurance**

8.6.1 The Employer shall provide each eligible employee with a life insurance policy based on existing coverage at no cost to the employee. Those employees who desire to purchase additional life insurance above that which is provided by the Employer may do so at their own expense.

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**8.7 Western Conference of Teamsters Pension Trust**

8.7.1 During the term of this agreement, the employees may elect to participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level shall be determined by the employees and such contribution level shall be an offset to the employee's base salary. If and when a decision is made by the employees to participate in this program the Employer shall receive written notification at least thirty (30) calendar days in advance and an amendment containing the required contractual language shall be drafted and attached to this agreement as an amendment.

8.7.2 Should the bargaining unit elect to participate in the Western Conference of Teamsters Pension Trust Plan, or any enhancements thereto, the Union and its members will indemnify and hold harmless the City of Chehalis for any future liability that may be incurred because of any under funding of the Plan.

**8.8 Termination/Separation Pay**

8.8.1 Upon the death of an employee, all compensation due to him or to her shall be paid to the employee's designated beneficiary or, in the absence of a beneficiary designation, to the estate of the deceased employee.

8.8.2 Employees hired prior to June 13, 2017, ~~the ratification date of this agreement~~ will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 720 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

**8.8.3**

Employees hired on or after June 13, 2017, the ratification date of this agreement will receive reimbursement for accumulated sick leave hours on a proportionate basis by:

- (a) dividing the number of completed years of service with the Employer (up to a maximum of thirty (30) years) by thirty (30), then
- (b) multiplying the result, times the number of accumulated sick leave hours (up to a maximum of 450 hours), then
- (c) multiplying that product times the employee's current hourly rate of pay.

Employees who are discharged for cause shall forfeit all rights to cash out of any unused sick leave. Sick leave hours shall not be restored for any reason if the employee is re-hired at a later date.

**ARTICLE 9 EMPLOYEE COMPENSATION**

**9.1 Wages**

9.1.1 Wages shall be set forth in Appendix "A"

9.1.2 Each employee shall be assigned a job classification as specified in Appendix A and paid accordingly, except as set forth in Section 9.3. hereof. This base rate of pay shall be used in calculating holiday, vacation and sick leave compensation.

9.1.3 The Union recognizes the Employer's right to establish new job classifications. The Employer recognizes the Union's right to bargain the compensation.

**9.2 Longevity**

9.2.1 In order to recognize the long-time service of regular employees of the City, the following longevity plan shall be implemented as an additional monetary benefit, based upon the length of continuous employment in the City's service:

	Monthly Benefit
5 years but less than 10 years of service	\$25
10 years but less than 15 years of service	\$40
15 years but less than 20 years of service	\$50
20 years but less than 25 years of service	\$60
25 years or more years of service	\$75

**9.3 Working Out of Classification**

9.3.1 An employee who is temporarily assigned by the Department Director or Supervisor to a position with a higher pay range for a period in excess of sixteen (16) or more consecutive hours, and who performs significant job duties representative of such position, shall be compensated at five percent (5%) over his/her existing base wage for all hours

worked when temporarily assigned to the position.

9.3.2 Employees required to use equipment from an out of class equipment list will be paid five percent (5%) out of class pay after two (2) hours continuous use back to the first hour. The Equipment Operator II position at Public Works will be excluded from this provision, because using this equipment is already a part of the job description.

- 1) Out of class list
  - a) Backhoe;
  - b) Motor grader;
  - c) Track excavator;
  - d) Bull dozer;
  - e) Heavy-duty front end loader, excluding front-end loader of backhoe;
  - f) Van mounted video equipment

9.3.3 An employee who is temporarily assigned by the Department Director to a management or mid-management position with a higher pay range for a period in excess of thirty-nine (39) consecutive hours, and who performs the job duties of such a position, shall be compensated at fifteen percent (15%) over the his/her existing wage for the entire period of time when so assigned.

#### 9.4 Confined Space Rescue Team

9.4.1 Employees serving on the confined space rescue team shall be compensated an additional fifty dollars (\$50.00) per month for each month assigned.

### ARTICLE 10 SENIORITY AND LAYOFF

#### 10.1 Seniority Standing

10.1.1 An employee shall accrue seniority from his/her date of hire into a position included in this bargaining unit, and it shall include CETA experience with Employer. The seniority list shall be updated annually in January, if requested by the Union or at any time deemed necessary by either the Employer or Union. Any return to employment with Employer after a separation or break in active service with Employer, other than layoff status, leave of absence or time loss under Worker's Compensation, shall constitute a new seniority reference date, in which case the previous employment seniority date shall be of no consequence. Time away from employment while on layoff status or unpaid leave of absence, shall not cause total loss of original seniority position, but such period shall cause the seniority hire date and position hire date to be advanced in time by the number of calendar days absent so as to provide adjusted seniority and position hire dates.

#### 10.2 Layoff and Recall

10.2.1 In the event the Employer elects to layoff an employee, the following guidelines shall be utilized in implementing the layoff.

10.2.2 The Employer shall make the initial decision regarding the particular job position(s) within in the bargaining unit that is (are) the subject of the layoff.

10.2.3 The incumbent employee to be laid off shall be notified, in writing by the Employer, not less than sixty (60) calendar days in advance of commencement date of the layoff.

10.2.4 The initial employee who is laid off and each subsequently bumped employee shall have the right to bump downward or laterally into a classification occupied by a less senior employee, as long as the bumping employee is qualified to hold such job position. Any employee wishing to exercise their bumping rights shall have five (5) working days to declare their decision to the Employer.

10.2.5 "Downward or laterally" shall mean to a position with a pay range that is lower or equal to the position to be eliminated. Within the new position pay range, an employee will be placed at the step with the pay closest to, but not exceeding, the rate of pay they were receiving in the position from which they were laid off or bumped.

10.2.6 "Qualified" shall mean possession of knowledge, skills, experience and ability to operate and/or carry out duties and tasks related to equipment and/or other functions of the position. An employee bumping to a position shall be given the same time limit to acquire endorsements, licenses, certifications, and cards as required in the job description. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.7 An employee who is bumping to a position, program or to a piece of equipment different from that to which he/she was previously assigned shall enter a thirty (30) working day trial period to manifest satisfactory performance. If he/she is unable to manifest satisfactory performance, he/she may exercise any additional bumping rights his/her seniority and qualifications allow.

10.2.8 The Employer shall provide written notice of denial of a specific bumping request or of unsatisfactory performance in a thirty (30) working day trial period. The employee who was displaced by the bump shall be returned to his or her formerly held job position.

10.2.9 If an employee is removed from such job position within his or her thirty (30) working day trial period, such employee shall be permitted to exercise a bump into another classification of a less senior employee and the aforementioned process will begin anew.

10.2.10 Each employee shall be limited to two (2) seniority bumps during any one layoff period in which a thirty (30) working day training period has been provided, thus it is important that such employee take into consideration his or her skills and ability relative to the skills and abilities required by the job position or classification being accessed.

10.2.11 Disagreements that arise from Employer decisions in this provision shall be addressed through the grievance procedure.

10.2.12 Employees who are on layoff status shall be recalled in order of highest seniority, into any employment vacancy within this bargaining unit, provided that the employee is qualified. Employees laid off shall remain, for a period of twenty-four (24) months from date of layoff, on a Recall List maintained by the Employer. The Employer shall notify the Union and the employee eligible to be recalled of the job opening, and a notice by certified mail will be sent to the employee's last known address. If the employee fails to report for work or to otherwise respond within one week of receipt of notice, or if the letter is returned undeliverable, the employee shall forfeit call-back rights and be removed from the list.

## ARTICLE 11 EMPLOYEE DISCIPLINE

### 11.1 Just Cause

11.1.1 An employee shall not be disciplined and/or discharged except for cause. Any sanction imposed by the Employer shall be reasonable in light of the circumstances which pertain. The Employer shall not be required to consider the concept of progressive discipline when imposing a sanction.

11.1.2 The first twelve (12) months of employment shall be considered the employee's probation period, during which time the probationary employee shall be considered an "at will" employee. Accordingly, probationary employees shall not have access to the grievance procedure for discipline or termination set forth in Article 13 of this agreement.

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11.1.3 No employee shall be discharged for having wages or salary subject to a writ of garnishment.

### 11.2 Types of Discipline

11.2.1 Listed, but without limitation, the forms of discipline shall generally include the following:

**11.2.2 Oral Warning:** This type of discipline should generally be used for infractions of relatively minor degree and may not be grieved by the employee or the Union. The Department Director and/or Supervisor should endeavor to inform the employee, in private, that it is an oral warning and that the employee is being given an opportunity to correct the condition. If the condition is not corrected, the employee may be subject to more severe disciplinary measures. The Employer may reduce an oral warning to writing to document its occurrence. In that case, the Employer shall place the documented oral warning in the employee's personnel file and shall provide a copy to the employee.

**11.2.3 Written Warning:** This notice will generally be issued by the Department Director and/or Supervisor in the event the employee disregards an oral warning or if the infraction is severe enough to warrant a written record in the employee's personnel file. The Employer will set forth in the notice the nature of the infraction.

**11.2.4 Demotion:** This form of discipline is generally administered when the employee's actions or inactions have continued or recurred after being advised of misconduct, or failure, or after commission of a serious act of misconduct or when unable to adequately perform the responsibilities of the position held.

**11.2.5 Suspension:** This form of discipline is generally administered as a result of a significant infraction or violation after the employee has received a written warning and has not adequately improved or correction performance. The Employer shall inform the employee in writing of the disciplinary action. The original signed copy of the disciplinary action notice is to be placed in the employee's personnel file and a copy provided to the employee.

**11.2.6 Discharge:** This form of discipline results in termination of employment. If in the opinion of the Employer, the infraction(s) is (are) so severe as to necessitate immediate termination, the Employer and/or designee should take action by placing the employee on suspension without pay until circumstances are reviewed prior to final action. A predetermination hearing in which the employee is advised of the basis for discharge shall occur prior to a termination.

### 11.3 Application of Discipline

**11.3.1** Except in the case of action, behavior ~~of or~~ conduct that calls for immediate termination, the Employer shall utilize the concept of progressive discipline. This means, as a general proposition, the Employer shall impose the lowest level of discipline which is appropriate to the employee's actions. Accordingly, the concept of a progressive discipline does not necessarily mean that the Employer shall impose the lowest level of discipline. The level of discipline imposed shall be determined by the employee's conduct at issue and any other relevant factors (such as, for example, the employee's previous disciplinary history) provide written warning to the employee when unsatisfactory work, misconduct or other action or inaction may lead to disciplinary action. In the event of discharge for disciplinary reasons, the terminated employee shall be furnished the reason(s) for such termination in writing.

**11.3.2** When a regular employee is placed on disciplinary probation, the employee shall be given a written statement of the action taken, the reasons for the action, the consequences of repeating or engaging in further or other unacceptable behavior and the action, change or improvement required. The written statement shall be given to the employee at the time the regular employee is placed on disciplinary probation. A copy of the written statement shall be placed in the employee's personnel file.

**11.3.3** Disciplinary probation may be for any period not to exceed twelve (12) months. During the disciplinary probationary period, the regular employee must show the required improvement necessary to remain in the position.

## ARTICLE 12 EMPLOYEE RIGHTS

### 12.1 Interviews and Hearings

**12.1.1** A pre-disciplinary hearing shall be held by the Employer in cases in which the complaint is believed to be valid and sanctions are anticipated. The employee shall receive written notification at least seventy-two (72) hours prior the pre-disciplinary hearing, unless the urgency of resolving the complaint dictates that a shorter notice is appropriate. The written notification shall provide the following information:

- a) The data formulating the basis of the alleged infraction;
- b) The applicable policies/rules/directives alleged to have been violated;

c) Advice to the employee of his or her right to union representation during the hearing.

12.1.2 The employee may, if the employee wishes, advise the Employer that he or she will not proceed with a pre-disciplinary hearing unless accompanied by his or her union representative. The employee may then refrain from participating in the hearing, thereby protecting his or her right to representation, but at the same time relinquishing any benefit which might be gained from responding at the hearing. Once the Employer has afforded the employee the opportunity of a pre-disciplinary hearing and the employee chooses not to participate, the Employer may proceed with disciplinary action.

12.1.3 When a resolution of any complaint has been reached, the affected employee will be notified in writing of the outcome.

## ARTICLE 13 GRIEVANCE PROCEDURE

### 13.1 Grievance Definition

13.1.1 The purpose of this grievance procedure is to provide a means for resolution of disagreements.

13.1.2 The employee and/or the Union may elect to use this procedure whenever the employee and/or the Union has a grievance. A grievance must be filed with the immediate Supervisor within twenty (20) working days of the occurrence of the action or inaction complained of, or within twenty (20) working days of the date when the aggrieved employee knew or should have reasonably known of the occurrence of such action or inaction. Failure to file within said time lines shall render the grievance moot and incapable of redress. Failure of the employee/Union to meet the time limits set forth herein, shall cause the previously filed grievance to become moot and incapable of further redress. Upon mutual written agreement, the parties may suspend or extend the time deadlines for any or all particular steps of this grievance procedure.

### 13.2 Procedure

13.2.1 The grievance procedure shall be as follows:

**STEP ONE** - Should an employee or the Union feel that his/her or its rights and privileges under this Agreement have been violated, the aggrieved employee or the Union shall, within twenty (20) working days of the date that the grievance occurred, present the facts in writing to the immediate Supervisor. The grievance must be signed by the employee or, where the grievance is being filed by the Union, by the Union representative and must state the issue, the section of this agreement violated, facts giving rise to the grievance and the remedy sought. Within five (5) working days, the supervisor shall arrange for a meeting with the Union, the employee and the supervisor for discussion and attempted resolution of the issue. The supervisor shall state his or her position in writing to the Union within five (5) working days of such hearing.

**STEP TWO** - If the supervisor's response is not satisfactory to the Union and/or employee, the Union may submit the matter in writing within five (5) working days to the department head, simultaneously providing to the applicable supervisor a copy of the written submission. The department head shall meet with the Union and the supervisor within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing.

**STEP THREE** - If the Department Director response is not satisfactory, the Union may submit the matter in writing within five (5) working days to the City Manager, simultaneously providing to the applicable department head and supervisor a copy of the written submission. The City Manager shall meet with the Union and the department head within five (5) working days to hear the grievance, and shall respond in writing to the Union within five (5) working days of such hearing. If the City Manager's decision is not satisfactory the matter may then be subject to arbitration as set forth below. Provided however, oral warnings may not be submitted to grievance arbitration.

### 13.3 Grievance Arbitration

13.3.1 The moving party may request the Public Employment Relations Commission to assign an arbitrator to hear the issue in dispute, or may request the Public Employment Relations Commission to provide a list of seven (7) arbitrators

registered with that agency. If a list is selected, the striking order shall be determined by a flip of a coin. Such reference to arbitration will be made within thirty (30) calendar days after the decision in Section 13.2.1 and will be accompanied by the following information:

- a) question or questions at issue;
- b) statement of facts; and
- c) position of each respective party.

13.3.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- a) When an interpretation and application of this Agreement falls within the issue at hand, the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement.
- b) The arbitrator shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except in the presence of both parties and upon mutual agreement. Provided however, the arbitrator may in his/her discretion, direct the parties to submit post-hearing briefs. The arbitrator shall also be empowered to establish the procedures of the arbitration which are not otherwise articulated in the Section 13.3.
- c) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union, and the employees involved provided the decision does not involve action by the arbitrator which is beyond -his or her jurisdiction.
- d) Each party shall bear the cost of presenting its own case.
- e) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

#### ARTICLE 14 USE OF CITY FACILITIES & EQUIPMENT

##### 14.1 Use of Equipment

~~14.1.1 The City shall post a list of non-emergency equipment which is available for check out by City employees. Additional equipment may be considered for check out by the Department Head or designee. Employees will be required to complete a check-out book and hold harmless agreement prior to checking out any equipment. Equipment will be returned in the same condition as it was checked out. If it is not, the employee will be responsible for repairing or replacing the damaged equipment.~~

14.1.2 Employees will be allowed to use minor equipment to work on personal projects. This work will only be done after the normal work day. Changing of vehicle fluids and spray painting is not allowed.

##### 14.2 Personal Vehicles

14.2.1 The City will allow the employees to use City water, soap and cleaning supplies to wash their personal vehicles during the following hours: Weekdays 5:00 PM - 8:00 AM, Weekends (at the Fire Department only) Noon - 8:00 AM.

#### ARTICLE 15 SEVERABILITY

##### 15.1 Savings Clause

15.1.1 If any Article, or part thereof, of this Agreement or any addenda thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations to arrive at a mutually satisfactory replacement of such Article or addenda.

15.1.2 Agreement reached between the parties to this Agreement shall become effective when signed by designated

representatives of the Employer and the Union, and ratified and/or approved by the Union membership and the City Council.

**ARTICLE 16 LABOR MANAGEMENT MEETINGS**

**16.1 Labor-Management**

16.1.1 In order to improve employer/employee relations, both parties recognize the benefit of labor-management cooperation in improving communication, addressing operations problems, and for providing a better work environment. It is the intent of both parties to establish such a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet as needed, and both parties may submit agenda items to be discussed. It is agreed that the labor-management committee shall have no collective bargaining authority and that understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

**ARTICLE 17 TERM OF AGREEMENT**

**17.1 Contract Openers**

17.1.1 Should either party to this Agreement wish to initiate collective bargaining over changes they may wish to introduce into future terms of this Agreement, notice of the substance of the changes shall be mailed to the authorized parties signatory to the Agreement not later than August 31 of the calendar year prior to the calendar year during which such changes or reopener provisions are to be effective.

**17.2 Duration**

17.2.1 Except as expressly noted herein, the effective date of this Agreement shall be January 1, 2017-2020.

17.2.2 This Agreement will remain in effect from January 1, 2017-2020 to December 31, 2019-2022.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017-2020.

Darren L. O'Neil Russ Walpole, Secretary Treasurer  
Teamsters Local Union #252

\_\_\_\_\_  
T. Jill Anderson, City Manager  
City of Chehalis

Russ Walpole, Business Agent  
Teamsters Local Union #252

\_\_\_\_\_  
Judy Schave, Human Resources Administrator  
City of Chehalis

\_\_\_\_\_  
Attest:  
Caryn Foley, City Clerk  
City of Chehalis

APPENDIX A – SALARY SCHEDULE

A.1 2017-2020, 2018-2021, 2019-2022 Salary Schedules

A.1.1 WAGES

Effective January 1, 2017, the 2017 salary schedule shall be as follows:  
(represents a 4% increase)

Range	A	B	C	D	E
13	\$2,655	\$2,788	\$2,927	\$3,073	\$3,227
14	\$2,788	\$2,927	\$3,073	\$3,227	\$3,388
15	\$2,927	\$3,073	\$3,227	\$3,388	\$3,557
16	\$3,073	\$3,227	\$3,388	\$3,557	\$3,735
17	\$3,227	\$3,388	\$3,557	\$3,735	\$3,922
18	\$3,388	\$3,557	\$3,735	\$3,922	\$4,118
19	\$3,557	\$3,735	\$3,922	\$4,118	\$4,324
20	\$3,735	\$3,922	\$4,118	\$4,324	\$4,540
21	\$3,922	\$4,118	\$4,324	\$4,540	\$4,767
22	\$4,118	\$4,324	\$4,540	\$4,767	\$5,005
23	\$4,324	\$4,540	\$4,767	\$5,005	\$5,255
24	\$4,540	\$4,767	\$5,005	\$5,255	\$5,518

Effective January 1, 2018, the 2018 salary schedule shall be as follows:  
(represents a 3% increase):

Range	A	B	C	D	E
13	\$2,735	\$2,872	\$3,015	\$3,166	\$3,324
14	\$2,872	\$3,015	\$3,166	\$3,324	\$3,490
15	\$3,015	\$3,166	\$3,324	\$3,490	\$3,665
16	\$3,166	\$3,324	\$3,490	\$3,665	\$3,848
17	\$3,324	\$3,490	\$3,665	\$3,848	\$4,040
18	\$3,490	\$3,665	\$3,848	\$4,040	\$4,242
19	\$3,665	\$3,848	\$4,040	\$4,242	\$4,454
20	\$3,848	\$4,040	\$4,242	\$4,454	\$4,677
21	\$4,040	\$4,242	\$4,454	\$4,677	\$4,911
22	\$4,242	\$4,454	\$4,677	\$4,911	\$5,157
23	\$4,454	\$4,677	\$4,911	\$5,157	\$5,415
24	\$4,677	\$4,911	\$5,157	\$5,415	\$5,686

Effective ~~January 1, 2019~~ December 25, 2019, the ~~2019-2020~~ salary schedule shall be as follows (represents a 2.0% increase):

The 2020 salary schedule shall be retroactive to December 25, 2019.

Range	A	B	C	D	E
13	\$2,790	\$2,929	\$3,075	\$3,229	\$3,390
14	\$2,929	\$3,075	\$3,229	\$3,390	\$3,560
15	\$3,075	\$3,229	\$3,390	\$3,560	\$3,738
16	\$3,229	\$3,390	\$3,560	\$3,738	\$3,925
17	\$3,390	\$3,560	\$3,738	\$3,925	\$4,121
18	\$3,560	\$3,738	\$3,925	\$4,121	\$4,327
19	\$3,738	\$3,925	\$4,121	\$4,327	\$4,543
20	\$3,925	\$4,121	\$4,327	\$4,543	\$4,770
21	\$4,121	\$4,327	\$4,543	\$4,770	\$5,009
22	\$4,327	\$4,543	\$4,770	\$5,009	\$5,259
23	\$4,543	\$4,770	\$5,009	\$5,259	\$5,522
24	\$4,770	\$5,009	\$5,259	\$5,522	\$5,798

Range	A	B	C	D	E
13	\$2,846	\$2,988	\$3,137	\$3,294	\$3,458
14	\$2,988	\$3,137	\$3,294	\$3,458	\$3,631
15	\$3,137	\$3,294	\$3,458	\$3,631	\$3,813
16	\$3,294	\$3,458	\$3,631	\$3,813	\$4,004
17	\$3,458	\$3,631	\$3,813	\$4,004	\$4,203
18	\$3,631	\$3,813	\$4,004	\$4,203	\$4,414
19	\$3,813	\$4,004	\$4,203	\$4,414	\$4,634
20	\$4,004	\$4,203	\$4,414	\$4,634	\$4,865
21	\$4,203	\$4,414	\$4,634	\$4,865	\$5,109
22	\$4,414	\$4,634	\$4,865	\$5,109	\$5,364
23	\$4,634	\$4,865	\$5,109	\$5,364	\$5,632
24	\$4,865	\$5,109	\$5,364	\$5,632	\$5,914

Effective December 25, 2020, the 2021 salary schedule shall be as follows (represents a 2.0% increase):

Range	A	B	C	D	E
13	\$2,903	\$3,047	\$3,199	\$3,359	\$3,527
14	\$3,047	\$3,199	\$3,359	\$3,527	\$3,704
15	\$3,199	\$3,359	\$3,527	\$3,704	\$3,889
16	\$3,359	\$3,527	\$3,704	\$3,889	\$4,084
17	\$3,527	\$3,704	\$3,889	\$4,084	\$4,287
18	\$3,704	\$3,889	\$4,084	\$4,287	\$4,502
19	\$3,889	\$4,084	\$4,287	\$4,502	\$4,727
20	\$4,084	\$4,287	\$4,502	\$4,727	\$4,963
21	\$4,287	\$4,502	\$4,727	\$4,963	\$5,211
22	\$4,502	\$4,727	\$4,963	\$5,211	\$5,471
23	\$4,727	\$4,963	\$5,211	\$5,471	\$5,745
24	\$4,963	\$5,211	\$5,471	\$5,745	\$6,032

Effective December 25, 2021, the 2022 salary schedule shall be as follows (represents a 1.5% increase):

<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
<u>13</u>	<u>\$2,946</u>	<u>\$3,093</u>	<u>\$3,247</u>	<u>\$3,410</u>	<u>\$3,580</u>
<u>14</u>	<u>\$3,093</u>	<u>\$3,247</u>	<u>\$3,410</u>	<u>\$3,580</u>	<u>\$3,759</u>
<u>15</u>	<u>\$3,247</u>	<u>\$3,410</u>	<u>\$3,580</u>	<u>\$3,759</u>	<u>\$3,947</u>
<u>16</u>	<u>\$3,410</u>	<u>\$3,580</u>	<u>\$3,759</u>	<u>\$3,947</u>	<u>\$4,145</u>
<u>17</u>	<u>\$3,580</u>	<u>\$3,759</u>	<u>\$3,947</u>	<u>\$4,145</u>	<u>\$4,352</u>
<u>18</u>	<u>\$3,759</u>	<u>\$3,947</u>	<u>\$4,145</u>	<u>\$4,352</u>	<u>\$4,569</u>
<u>19</u>	<u>\$3,947</u>	<u>\$4,145</u>	<u>\$4,352</u>	<u>\$4,569</u>	<u>\$4,797</u>
<u>20</u>	<u>\$4,145</u>	<u>\$4,352</u>	<u>\$4,569</u>	<u>\$4,797</u>	<u>\$5,037</u>
<u>21</u>	<u>\$4,352</u>	<u>\$4,569</u>	<u>\$4,797</u>	<u>\$5,037</u>	<u>\$5,290</u>
<u>22</u>	<u>\$4,569</u>	<u>\$4,797</u>	<u>\$5,037</u>	<u>\$5,290</u>	<u>\$5,554</u>
<u>23</u>	<u>\$4,797</u>	<u>\$5,037</u>	<u>\$5,290</u>	<u>\$5,554</u>	<u>\$5,831</u>
<u>24</u>	<u>\$5,037</u>	<u>\$5,290</u>	<u>\$5,554</u>	<u>\$5,831</u>	<u>\$6,123</u>

**A.2 Step Assignments/Advancements**

A.2.1 All employees under this Agreement shall be paid in accordance with the job classifications rates set forth in Appendix A of this agreement, as now in force or hereafter amended.

A.2.2 Progression through the positions and/or job classifications covered by and in this contract shall be as set forth below:

A.2.3 No employee shall be assigned to a salary range not in conformance with the salary schedule contained in the classification plan included in Appendix A.

A.2.4 The minimum rate established for a salary range shall be the normal hiring rate; provided, however, that the City Manager, upon the recommendation of the department head, may authorize original appointments or reinstatements for other than the minimum rate if he determines such remuneration to be in the best interests of the City.

A.2.5 Eligibility for advancement from one salary step to a higher salary, step, not to exceed at any time the maximum rate of the prescribed range, will depend upon the employee's performance as appraised by the immediate supervisor and/or department head. Step increases shall be given annually on the anniversary date to any employee who consistently meets or exceeds the standard requirements of the position. The department head shall present written evidence, to the Personnel Officer, of the employee's performance in relation to the standard expectations of the position.

A.2.6 All employees covered by this Agreement who occupy positions which fall within the classifications prescribed by the City Council shall be compensated according to the basic established salary ranges and steps set forth in Appendix A. This agreement shall be the final determining factor for the payment of employee compensation during the year(s) to which this Agreement is applicable.

~~A.2.7 In January 2019, the parties shall schedule meetings and meet on scheduled dates, for the purpose of coming together to work on job classification and wage comparable. The intention is to have an agreed upon classification and wage comparable completed early in 2019 so that the comparable can be part of the successor agreement bargaining.~~

A.3 Range Assignments

A.3.1 The employee classifications shall be compensated in accordance with the salary schedule as specified above

CLASSIFICATIONS	Pay Range
Recreation Assistant	13
Office Clerk/Receptionist II	14
Judicial Assistant for Sentence Monitoring	15
Property Maintenance Worker	15
Records Technician	15
Utility Customer Service Representative I	15
Court Clerk	16
Parking Enforcement/Evidence Technician	16
Utility Customer Service Representative II	16
Accounting Technician II	17
Administrative Assistant	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
Community Services Officer	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm/Wastewater Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Equipment Operator II	20
Property Maintenance Technician II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Development Review Spec/Bldg Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical, Electronics & Equipment	21
Water Treatment Operator II	21
Engineer Technician II	22
Lead Wastewater Treatment Operator	24
Accountant	24
Building Official	24
Engineering Technician III	24
Planner	24

A.3 Range Assignments — Below is the Corrected Page 25

A.3.1 The employee classifications shall be compensated in accordance with the salary schedule as specified above

CLASSIFICATIONS	Pay Range
Recreation Assistant	13
Office Clerk/Receptionist II	14
Judicial Assistant for Sentence Monitoring	15
Property Maintenance Worker	15
<del>Records Technician</del> Records Assistant/Evidence Technician	16
Utility Customer Service Representative I	15
Court Clerk	16
<del>Parking Enforcement</del> Evidence Technician	16
Utility Customer Service Representative II	16
<del>Records Technician</del>	17
Accounting Technician II	17
Administrative Assistant	17
Poplar Tree Plantation Worker/Utility Worker I	17
Wastewater Laboratory Assistant	17
Water Meter Reader	17
Community Services Officer	18
Poplar Tree Plantation Worker/Utility Worker II	18
Water Distribution Operator I	18
Water Distribution Operator I /Meter Reader	18
Equipment Operator I	19
Permit Technician	19
Property Maintenance Technician I	19
Storm/Wastewater Collection Specialist	19
Water Distribution Operator II	19
Water Treatment Operator I	19
Equipment Operator II	20
Public Works Office Manager	20
Traffic Control Technician	20
Vehicle Maintenance Technician	20
Wastewater Laboratory Technician II	20
Wastewater Treatment Operator	20
Property Maintenance Technician II	21
Development Review Spec/Bldg. Inspector	21
Development Review Specialist/Permit Technician	21
Engineer Technician I	21
Equipment Maintenance Technician	21
Maintenance Technician - Electrical, Electronics & Equipment	21
Water Treatment Operator II	2122
Engineer Technician II	22
Lead Wastewater Treatment Operator	24
Accountant	24
Building Official	24
Engineering Technician III	24

Planner	24
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**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager (for Mayor Pro Tem Taylor)

**BY:** Kiley Franz, City Manager's Administrative Assistant

**MEETING OF:** September 14, 2020

**SUBJECT:** Lodging Tax Advisory Committee Appointment of Trent Henning

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**ISSUE**

There is a vacancy on the Lodging Tax Advisory Committee due to the recent resignation of Jena Sorenson.

**DISCUSSION**

Jena Sorenson of Riverside Golf Club has submitted her resignation from the Lodging Tax Advisory Committee. Jena explained that she has had limited participation in the operation of the golf course and has suggested her successor, Trent Henning as a suitable replacement.

The committee is holding their annual meeting on Tuesday, September 22 to review lodging tax funding applications, and in order to comply with state law (RCW 67.28.1817), the vacancy must be filled prior to the meeting to ensure equal membership on the committee.

In accordance with state law (RCW 67.28.1817), the committee must have at least five members appointed by the City Council. Membership must include at least two representatives of businesses required to collect hotel-motel tax, two people involved in activities that are authorized to be funded by the tax, and one elected official that serves as the committee chairperson. The number of persons representing businesses that collect the tax and the number of persons involved in activities authorized to be funded by the tax must be equal. The City of Chehalis currently has a 7-member committee with three persons representing each side.

Trent Henning of Riverside Golf Club has submitted the attached application. Riverside Golf Club collects tourism revenue tax via their RV Park. The make-up of the existing committee members and the appointment of Mr. Henning would maintain equal representation on the committee. The Chair of the LTAC Committee is Mayor Pro Tem Taylor. He has reviewed the application and is recommending that the City Council approve the appointment.

**RECOMMENDATION**

It is recommended that the City Council appoint Trent Henning to the city's Lodging Tax Advisory Committee.

**SUGGESTED MOTION**

I move that the City Council appoint Trent Henning to the city's Lodging Tax Advisory Committee.



# Application for Appointment

Date: 9/9/2020

The city of Chehalis accepts applications from anyone residing in the city limits of Chehalis, who meets the required criteria for each board, commission, or committee. Please see below the corresponding RCW, CMC, or Resolution for appointment criteria. Return completed form to the Chehalis City Clerk, City Hall, 350 N. Market Boulevard, Chehalis, WA 98532. For more information contact the City Clerk at 360-345-1042.

I wish to be considered for appointment to the following board, commission, or committee:

- Lodging Tax Advisory Committee (Res. 1-98)
- Historic Preservation Commission (CMC 2.66)
- Planning Commission (CMC 2.48)
- Other \_\_\_\_\_
- Civil Service Commission (CMC 2.56 | RCW 41.08 Fire | RCW 41.12 Police)

**PLEASE PRINT**

Name: <u>TREWT HENNING</u>	Home Phone:
Home Mailing Address: <u>1101 W. 3rd St.</u>	Cell Phone: <u>360.915.4959</u>
<u>Centralia WA 98531</u>	Email: <u>trentheplayriversidewolf.com</u>
Employer: <u>Riverside Golf Club and Bistro</u>	Work Phone: <u>360.748.8182</u>
Employer Address: <u>1451 NW Airport Rd.</u>	Work Cell:
<u>Chehalis WA 98532</u>	Work Email: <u>SAME AS ABOVE</u>

Have you previously or are you now serving on any of the above boards, commissions, committees?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

Date available for appointment: ASAP

Available to attend: Evening Meetings?  Yes  No Daytime Meetings?  Yes  No

Approximately how many hours each month can you devote to city business? As Needed

Provide a brief statement of qualifications and reason for requesting appointment: General Manager; includes RV Park, Golf Course and restaurant/Bar - Riverside wants to be active in the Chehalis community and help to provide direction where funds are allocated - our RV Park consists of 36 spaces (in plans to expand) and attracts visitors from all over the PNW Region and beyond.

Signature Trent Henning

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council  
**FROM:** Jill Anderson, City Manager  
**BY:** Chun Saul, Finance Director  
**MEETING OF:** September 14, 2020  
**SUBJECT:** Ordinance No. 1009-B, Second and Final Reading – Amending the 2020 Budget

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**ISSUE**

Ordinance No. 1009-B amending the 2020 Budget, is hereby submitted to reflect the changes in estimates and actual activities of the City since the adoption of the 2020 Budget. This is the second amendment to the 2020 Budget.

On August 24, 2020, Ordinance No. 1009-B was presented for Council consideration on first reading. There have been no changes for the total amendment amount since the first reading on August 24, 2020. This ordinance is presented for Council consideration on the second of the two required readings.

**DISCUSSION**

This proposed amendment to the 2020 Budget includes the following items:

- 1) Rebalancing the General Fund with updated revenue projections due to COVID-19 impacts on the City's revenues and adjusting expenditure budget to mitigate the projected revenue loss.
- 2) Updating revenue projections for other governmental funds that are impacted by COVID-19.
- 3) Requesting additional appropriations that were not included in the current 2020 Budget.

A 2020 Budget Summary for the proposed amendment, including updated beginning fund balances, revenues, transfers-in, expenditures, transfers-out, and estimated ending fund balances and a detailed spreadsheet of proposed budget amendment items are attached to the proposed Ordinance No. 1009-B as Exhibit "A" and Exhibit "A-1".

The proposed budget amendments by fund are summarized as follows:

**2020 Second Budget Amendment Summary**

<b>Fund/Department</b>	<b>Revenues &amp; Transfers in Increase (Decrease)</b>	<b>Expenditures &amp; Transfers out Increase (Decrease)</b>	<b>Fund Balance Increase (Decrease)</b>	<b>Current Estimated Ending Fund Balance</b>	<b>Amended Ending Fund Balance</b>
<b>General Fund:</b>					
Local Retail Sales Tax	(246,900)		(246,900)		
Criminal Justice Sales Tax	(7,100)		(7,100)		
Shared Revenues	47,125		47,125		
Interest Earnings	(10,000)		(10,000)		
Other Revenues	21,485		21,485		
City Council	-	(7,200)	7,200		
Municipal Court	10,000	(9,200)	19,200		
City Manager	-	(750)	750		
Finance	-	(30,280)	30,280		
Legal Service	-	1,040	(1,040)		
Facilities & Parks	(46,000)	(76,900)	30,900		
Non-Departmental		(8,302)	8,302		
Human Resources	-	11,550	(11,550)		
Police	(5,400)	(149,000)	143,600		
Fire	31,140	(30,400)	61,540		
Street	-	6,800	(6,800)		
Planning & Building	(7,000)	38,800	(45,800)		
Recreation	(179,850)	(151,170)	(28,680)		
<b>Total General Fund</b>	<b>(392,500)</b>	<b>(405,012)</b>	<b>12,512</b>	<b>1,077,302</b>	<b>1,089,814</b>
<b>Other Funds</b>					
Dedicated Street	(4,280)	-	(4,280)	73,074	68,794
Building Abatement	-	7,000	(7,000)	59,632	52,632
Arterial Street	(25,200)	-	(25,200)	118,083	92,883
Transportation Benefit District	378,106	63,336	314,770	1,694,594	2,009,364
Tourism	(48,500)	-	(48,500)	101,648	53,148
Compensated Absence Reserve	-	(71,488)	71,488	129,060	200,548
LEOFF 1 OPEB Reserve	-	-	-	10,049	10,049
Community Development Block Grant	-	-	-	23,934	23,934
HUD Block Grant	-	-	-	87,647	87,647
Public Facilities Reserve	1,732,853	1,760,200	(27,347)	281,463	254,116
Automotive/Equip Reserve	-	-	-	42,188	42,188
First Quarter REET	-	-	-	209,247	209,247
Second Quarter REET	-	-	-	232,715	232,715
Garbage	-	-	-	8,122	8,122
Wastewater		473,832	(473,832)	5,305,872	4,832,040
Water	-	218,832	(218,832)	6,503,802	6,284,970
Storm & Surface Water	-	8,500	(8,500)	1,512,916	1,504,416
Airport	664,256	681,000	(16,744)	1,546,986	1,530,242
Firemen's Pension	1,325	-	1,325	963,923	965,248
Agency Fund	-	-	-	8,830	8,830
<b>Total Other Funds</b>	<b>2,698,560</b>	<b>3,141,212</b>	<b>(442,652)</b>	<b>18,913,785</b>	<b>18,471,133</b>
<b>Total City-Wide</b>	<b>2,306,060</b>	<b>2,736,200</b>	<b>(430,140)</b>	<b>19,991,087</b>	<b>19,560,947</b>

## **General Fund:**

The proposed budget amendment decreases the General Fund's revenues by \$392,500 and decreases expenditures and transfers out appropriations by \$405,012. The net total increase in fund balance from the proposed budget amendment is \$12,512.

Total revenue projection decrease of \$392,500 consists of the following:

- \$246,900 decrease in Local Retail Sales Tax - 5% of the original budget.\*
- \$7,100 decrease in Criminal Justice Sales Tax - 5% of the original budget.\*
- \$47,125 increase in State Shared Revenue - Year-to-date actual receipts exceeding the original budget.
- \$10,000 decrease in Interest Earnings – 55% of the original budget due to LGIP interest rate decline.
- \$21,485 increase in Other Revenues – Received donations and insurance recoveries not included in original budget.
- \$10,000 increase in State Grants – Received Public Defense Improvement Grant for Court Administration not included in original budget.
- \$46,000 decrease in Facility Rentals – 76% of the original budget. Community and recreational facilities closed due to COVID-19 pandemic.
- \$5,400 decrease in Parking Fees/Rents – 27% of the original budget projection, based on year-to-date actual revenue received.
- \$31,140 increase in Interlocal Service Fees – Payments received for Fire Chief services provided to LCFD#6 not included in original budget.
- \$7,000 decrease in Permit Fees and Plan Check Fees – 6% of the original budget projection, based on year-to-date revenue received.
- \$179,850 reduction in Recreation Program Fees – 87% of the original budget (100% reduction for Aquatics Center \$129,390 and 66% reduction for cultural and recreation programs \$50,460). Programs cancelled and/or reduced due to COVID-19 pandemic.

***\*Sales tax revenue received through July is 2.3% below the seven-month target amount. The current projection is that the City's 2020 sales tax revenue will be about 95% of 2019 level, which approximates 5% loss from the 2020 original budget projection. Sales tax revenue will be closely monitored throughout the year and may require another budget adjustment as new information is received and before year-end to reflect more to actual.***

Total expenditure appropriation reduction of \$405,012 consists of the following:

- \$7,200 reduction in City Council – Cancellation of one strategic planning session and reduction in travel budget, due to COVID-19 pandemic.
- \$9,200 reduction in Municipal Court – Various budget items including supplies, small tools, professional services, and training. This reduction amount approximates 1.8% of total Municipal Court department budget.
- \$750 reduction in City Manager – Budget increase of \$2,000 for personnel benefits netted with various budget reductions of \$2,750 including supplies, small tools, and travel.
- \$30,280 reduction in Finance – 50% budget cut for a flexible part-time position \$13,000; travel \$1,000; adjustment of software maintenance budget to reflect more to actual \$3,000; increase budget for audit cost \$2,000; and postponement of fixed asset software purchase \$15,280. Total reduction approximates 9.6% of total Finance department budget.

- \$1,040 increase in Legal Services – Services related to COVID-19 issues not included in original budget.
- \$76,900 reduction in Facilities & Parks – reductions from not hiring seasonal part-time and cutting overtime \$23,500; limit use of repairs and maintenance budget \$24,500; supplies and chemicals for pool maintenance that are not needed this year \$32,000; and \$3,100 increase for purchase of software for asset and work order management for facilities. Total net reduction approximates 6.6% of Facilities & Parks department budget. Reduction in spending budget net of \$46,000 estimated facility rental revenue loss will increase the fund balance by \$30,900.
- \$8,302 reduction in Non-departmental – Reduction from postponement of cashiering software purchase until next year \$15,000 and 1% sales tax transfer to the Dedicated Street Fund related to projected sales tax decline \$2,480; and increase in contribution of Fire Insurance Premium Tax received to the Firemen’s Pension Fund \$1,325 to reflect to actual and \$7,853 transfer out to the Public Facilities Reserve Fund to be used for Recreation Park fencing. The transfer out amount is a left over from \$24,000 donation from the Chehalis Foundation in 2011 that is ear-marked for parks and facilities.
- \$11,550 increase in Human Resources – Increase budget for attorney fees for labor negotiations and fire service \$10,000; and a replacement of computer that was not budgeted in 2020 \$1,550.
- \$149,000 reduction in Police – Reduction in payroll position budget \$162,500 for keeping two positions unfilled (1 Part-Time Parking Enforcement and 1 Police Officer); and additional budget request of \$13,500 for regional 9-1-1 feasibility study cost. This net reduction approximates 4.3% of Police department budget.
- \$30,400 reduction in Fire - \$30,000 increase for costs related to temporary fire station setup and operations; \$13,500 increase for regional 9-1-1 feasibility study cost; and net total reduction in payroll and professional services budget \$73,100 as follows:
  - \$108,600 reduction in firefighter positions (3 currently vacant, recruit 2 positions in September/October 2020, and keeping 1 position unfilled)
  - \$43,100 increase in Fire Chief position (special duty pay and cash outs not included in original budget)
  - \$23,400 increase in Fire Administrative Assistant position (potential retirement cash outs and one month overlap for new hire for transition)
  - \$14,000 increase in part-time Fire Marshal position
  - \$45,000 decrease in Professional Services budget (Fire Marshal hired as an employee)
- \$6,800 increase in Street – Street Superintendent retired in June, and the City plans to fill the position in Fall of 2020. Estimated 3-month payroll budget net of budget savings from 3-month vacancy. This position is 50% General Fund and 50% Stormwater Fund.
- \$38,800 increase in Planning and Building – Reduction of \$50,300 in Plan Review Specialist position budget (resigned in May, keeping position unfilled in 2020 and hiring a contractor); Increase professional services budget \$32,100 for building inspection and plan review service contract; increases of \$13,300 for a part-time Building Inspector/Fire Marshal, increase of \$8,200 for Permit Technician position budget (resigned employee cash outs and new hire), \$2,500 increase for membership dues & subscriptions, and request of \$33,000 one-time budget for permit software upgrade to add on-line permit application service capability. A portion of the software upgrade cost may be eligible for CARES Act grant reimbursement.
- \$151,170 reduction in Recreation – This reduction is due to cancellation of programs due to COVID-19 pandemic. This reduction approximates 30.2% of Recreation department expenditure budget. Reduction in spending budget coupled with \$179,850 estimated recreation program revenue loss resulted in decrease in fund balance by \$28,680.

In summary, the General Fund revenue budget reduction of \$392,500 represents 3.8% of the current General Fund revenue budget. Expenditure budget reduction of \$405,012 represents 3.8% of the current General Fund expenditures budget which consist of the following major expenditure categories: reductions in Payroll \$349,445 (4.6% of current budget), Supplies \$47,250 (9.6% of current budget), and Services \$23,210 (about 1% of current budget); and increase in Transfers out \$5,373 and increase in one-time capital expenditures \$9,520.

A summary of changes from 2020 current Budget to the 2020 proposed amended budget is provided below:

General Fund	2020 Current Budget	2020 Proposed Amended Budget	Increase (Decrease)	Change % of Current Budget
Revenues & Transfers in	\$ 10,294,652	\$ 9,902,152	\$ (392,500)	-3.8%
Expenditures & Transfers out	10,679,474	10,274,462	(405,012)	-3.8%
Net Revenues Over (Under) Expenditures	(384,822)	(372,310)	12,512	
Beginning Fund Balance	1,462,124	1,462,124	-	
Estimated Ending Fund Balance	\$ 1,077,302	\$ 1,089,814	\$ 12,512	
Estimated Ending Fund Balance % of Revenues	10.5%	11.0%		

#### **Dedicated Street Fund**

The proposed budget amendment decreases the Dedicated Street Fund's revenues and transfers in by \$4,280, which includes 5% (or \$2,480) reduction in sales tax transfers in from the General Fund and \$1,800 reduction in interest earnings projections.

#### **Building Abatement Fund**

The proposed budget amendment decreases the Building Abatement Fund's appropriations by \$7,000 for purchase of additional fencing panels for future abatement projects.

#### **Arterial Street Fund**

The proposed budget amendment decreases the Arterial Street Fund's revenues by \$25,200, which includes 15% (or \$24,000) reduction in Motor Vehicle Fuel Tax and \$1,200 reduction in interest earnings projections. Motor Vehicle Fuel Tax (MVFT) received through July is 11% below the seven-month target. It is anticipated that MVFT revenue will decline further due to people traveling less in response to the COVID-19 pandemic and stay home and social distancing measures.

#### **Transportation Benefit District (TBD) Fund**

The proposed budget amendment increases the TBD Fund's revenues by \$378,106 and increases appropriations by \$63,336, with a total net decrease in fund balance of \$314,770.

The \$378,106 revenue budget increase includes \$435,906 in Federal grant reimbursement received for Kresky Avenue Resurfacing project costs not included in original budget, netted with 5% or \$57,800 reduction in TBD sales tax projection.

An appropriation of \$63,336 is requested for Snively Avenue water/sewer project. Total project costs including engineering and construction ranging between \$300,000 - \$500,000 was approved by City Council in March. TBD fund's share of the project cost is \$63,336.

#### **Tourism Fund**

The proposed budget amendment decreases the Tourism Fund's revenue projections by \$48,500 which includes 20% (or \$48,000) reduction in Hotel/Motel tax revenue and \$500 reduction in interest earnings.

Hotel/Motel tax received through July is 11% below the seven-month target. It is anticipated that Hotel/Motel tax revenue will decline further due to the COVID-19 pandemic and stay home and social distancing measures.

It is anticipated that there may be an automatic reduction in expenditures due to cancellation and/or postponement of some of the events/activities/programs envisioned at the beginning of the year.

#### **Compensated Absences Reserve Fund**

The proposed budget amendment decreases the Compensated Absences Reserve Fund's expenditures budget by \$71,488. The 2020 Budget included \$71,488 expenditures for payment of cash outs for anticipated retirees. By not filling those vacated positions immediately, the General Fund is able to absorb the expenses and does not need to use the reserved fund in 2020.

#### **Public Facilities Reserve Fund**

The proposed budget amendment increases the Public Facilities Reserve Fund's revenues and transfers in by \$1,732,853 and increases expenditures budget by \$1,760,200, with a net decrease in fund balance by \$27,347.

The revenue increase is for the \$1,725,000 bond being issued to fund purchase of land for a new fire station and temporary fire station buildings (mobile homes and fire apparatus building) and preparing the land to set up a long-term temporary fire station and \$7,853 transfer in is from the General Fund for Recreation Park fencing. The transfer in amount is a left over from \$24,000 donations from the Chehalis Foundation in 2011 that is ear-marked for parks and facilities.

Additional appropriation of \$35,200 is requested due to increased costs due to change orders for the pool resurfacing project, which was approved by the City Council in May 2020.

#### **Wastewater Fund**

The proposed budget amendment increases the Wastewater Fund's appropriations by \$473,832, which includes \$218,332 for Snively Avenue water/sewer project; \$140,000 increase for Riverside Force Main project; \$108,000 increase for Waste Modification project; and \$7,500 increase for state B&O tax due to tax rate increase effective April 2020.

#### **Water Fund**

The proposed budget amendment increases the Water Fund's appropriations by \$218,832, which includes \$218,332 for Snively Avenue water/sewer project; and \$500 increase for state B&O tax due to tax rate increase effective April 2020.

**Storm and Surface Water Fund**

The proposed budget amendment increases the Storm and Surface Water Fund’s appropriations by \$8,500 which includes \$1,700 for state B&O tax due to tax rate increase effective April 2020 and \$6,800 increase in payroll budget for the Street Superintendent position. Street Superintendent retired in June, and the City plans to fill the position in Fall of 2020. Estimated 3-month payroll budget net of budget savings from 3-month vacancy. This position is 50% General Fund and 50% Stormwater Fund.

**Airport Fund**

The proposed budget amendment increases the Airport Fund’s revenues by \$664,256 and increases appropriations by \$681,000, with a total net decrease in fund balance by \$16,744.

The revenue budget increase of \$664,256 includes \$500,000 CARB (Community Aviation Revitalization Loan) loan proceeds for above ground fuel storage project; \$80,000 increase in fuel sales revenue; \$69,000 CARES Act Airport grant awarded; and \$15,256 lease agreement deposit.

The expenditure budget increase of \$681,000 includes \$500,000 for above ground fuel storage engineering and construction project cost; \$65,000 increase in fuel purchase expenditures; \$9,000 request for federal grant audit fee; \$38,000 request for unexpected legal expenses associated with Rich Development and Peterson; and use of the \$69,000 CARES Act grant for debt service for Arkansas way loan balance.

The CARES Act Airport grant can be used for any purpose for which airport revenues may lawfully be used including airport development, operations, or debt service. The Airport plans to use the grant fund to pay additional principal payment for the existing loan for the Arkansas way (interest rate 3.0%, current balance \$326,217, maturity 12/1/2035). With an additional principal payment of \$69,000, the loan will be paid off about 4 years sooner.

**Firemen’s Pension Fund**

The proposed budget amendment increases the Firemen’s Pension Fund’s revenues by \$1,325 which reflects 2020 fire insurance premium tax received exceeding original budgeted amount.

**City-Wide**

The proposed budget amendment revises the budgeted amount by a combined net total decrease in fund balance by \$430,140 as provided below:

	2020 Proposed		
	2020 Current Budget	Amended Budget	Increase (Decrease)
City-wide (All Funds)			
Revenues & Transfers in	\$ 25,881,487	\$ 28,187,547	\$ 2,306,060
Expenditures & Transfers out	29,291,890	32,028,090	2,736,200
Net Revenues Over (Under) Expenditures	(3,410,403)	(3,840,543)	(430,140)
Beginning Fund Balance	23,401,490	23,401,490	-
Estimated Ending Fund Balance	\$ 19,991,087	\$ 19,560,947	\$ (430,140)

**RECOMMENDATION**

It is recommended that the City Council pass Ordinance No. 1009-B on second and final reading.

**SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1009-B on second and final reading.

**ORDINANCE NO. 1009-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING THE 2020 FISCAL YEAR BUDGET ADOPTED BY ORDINANCE NO. 1003-B BY REVISING THE BUDGETED AMOUNTS BY A COMBINED TOTAL OF FOUR HUNDRED THIRTY THOUSAND ONE HUNDRED FORTY DOLLARS (\$430,140) FOR THE GENERAL FUND, DEDICATED STREET FUND, ARTERIAL STREET FUND, TRANSPORTATION BENEFIT DISTRICT FUND, TOURISM FUND, COMPENSATED ABSENCES RESERVE FUND, PUBLIC FACILITIES RESERVE FUND, WASTEWATER FUND, WATER FUND, STORM AND SURFACE WATER FUND, AIRPORT FUND, AND FIREMEN'S PENSION FUND; AND DIRECTING THE FINANCE DIRECTOR TO EFFECT THE BUDGET AMENDMENTS HEREIN PROVIDED.**

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to decrease the General Fund's revenues by \$392,500, decrease appropriations by \$410,385, and increase transfers out by \$5,373.

**Section 2.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to decrease the Dedicated Street Fund's revenues by \$4,280.

**Section 3.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Building Abatement Fund's appropriations by \$7,000.

**Section 4.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to decrease the Arterial Street Fund's revenues by \$25,200.

**Section 5.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Transportation Benefit District Fund's revenues by \$378,106 and increase appropriations by \$63,336.

**Section 6.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to decrease the Tourism Fund's revenues by \$48,500.

**Section 7.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to decrease the Compensated Absences Reserve Fund's appropriations by \$71,488.

**Section 8.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Public Facilities Reserve Fund's revenues by \$1,725,000, increase transfer in by \$7,853, and increase appropriations by \$1,760,200.

**Section 9.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Wastewater Fund's appropriations by \$473,832.

**Section 10.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Water Fund's appropriations by \$218,832.

**Section 11.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Storm and Surface Water Fund's appropriations by \$8,500.

**Section 12.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Airport Fund's revenues by \$664,256 and increase appropriations by \$681,000.

**Section 13.** The annual budget of the city for the calendar year 2020 shall be, and the same hereby is, amended so as to increase the Firemen's Pension Fund's revenues by \$1,325.

**Section 14.** Attached hereto and identified as Exhibit A, in summary form, is the total of estimated revenues, transfers-in, expenditures, and transfers-out for each separate fund and the aggregate totals for all such funds combined for the city for the amended 2020 budget which shows a total estimated ending fund balance of \$19,560,947.

**PASSED** by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

**CITY OF CHEHALIS "SECOND" AMENDED 2020 BUDGET  
2020 BUDGET SUMMARY REVISED WITH ORDINANCE NO. 1009-B**

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FUND NO.	FUND NAME	BEGINNING		TRANSFERS		TRANSFERS		ESTIMATED ENDING FUND BALANCE 12/31/2020	INCREASE (DECREASE) IN FUND BALANCE
		FUND BALANCE 01/01/2020	REVENUES	IN	EXPENDITURES	OUT			
001	General Fund	\$ 1,462,124	\$ 9,857,152	\$ 45,000	\$ 10,029,130	\$ 245,332	\$ 1,089,814	\$ (372,310)	
003	Dedicated Street Fund	222,014	1,250	47,050	201,520	-	68,794	(153,220)	
004	Building Abatement Fund	103,032	1,600	-	7,000	45,000	52,632	(50,400)	
102	Arterial Street Fund	121,703	137,199	-	166,019	-	92,883	(28,820)	
103	Transportation Benefit District Fund	2,166,644	2,260,601	-	2,417,881	-	2,009,364	(157,280)	
107	Tourism Fund	420,501	195,130	-	317,087	245,396	53,148	(367,353)	
110	Compensated Absences Reserve Fund	196,908	3,640	-	-	-	200,548	3,640	
115	LEOFF 1 OPEB Reserve Fund	-	-	233,549	223,500	-	10,049	10,049	
195	Community Development Block Grant Fund	24,454	480	-	1,000	-	23,934	(520)	
197	HUD Block Grant Fund	87,927	1,720	-	2,000	-	87,647	(280)	
200	General Obligation Bond Fund	1	-	160,914	160,915	-	-	(1)	
301	Public Facilities Reserve Fund	1,066,995	2,343,824	189,853	3,346,556	-	254,116	(812,879)	
302	Automotive/Equipment Reserve Fund	240,631	3,640	-	202,083	-	42,188	(198,443)	
305	First Quarter REET Fund	136,249	112,980	-	-	39,982	209,247	72,998	
306	Second Quarter REET Fund	152,571	113,300	-	-	33,156	232,715	80,144	
402	Garbage Fund	8,002	6,730	-	6,610	-	8,122	120	
404	Wastewater Fund	5,374,991	5,580,395	-	6,123,346	-	4,832,040	(542,951)	
405	Water Fund	7,967,916	3,208,280	-	4,891,226	-	6,284,970	(1,682,946)	
406	Storm and Surface Water Fund	1,460,054	735,695	-	691,333	-	1,504,416	44,362	
407	Airport Fund	1,169,630	2,639,850	-	2,279,238	-	1,530,242	360,612	
611	Firemen's Pension Fund	1,013,143	32,375	-	12,770	67,500	965,248	(47,895)	
633*	Agency Fund	6,000	275,340	-	272,510	-	8,830	2,830	
<b>TOTALS</b>		<b>\$ 23,401,490</b>	<b>\$ 27,511,181</b>	<b>\$ 676,366</b>	<b>\$ 31,351,724</b>	<b>\$ 676,366</b>	<b>\$ 19,560,947</b>	<b>\$ (3,840,543)</b>	

Fund No. and Name	Account Name	Reason for Amendment	2020 Amended Budget	Revenue Increase (Decrease)	Transfers In	Expenditures Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
<b>Fund 001 - General Fund</b>									
<b>Revenues:</b>									
001.313.011.00	Local retail sales tax	Sales tax projection - 5% decrease due to COVID19	4,952,960	(246,900)				(246,900)	4,706,060
001.313.071.00	Criminal Justice Sales Tax	Sales tax projection - 5% decrease due to COVID19	141,080	(7,100)				(7,100)	133,980
001.322.010.00	Building Permits	Adjust to reflect more to actual	79,640	(4,000)				(4,000)	75,640
001.334.001.20	State Grant - AOC	Rec'd Public Defense Improvement Grant Funding	-	10,000				10,000	10,000
001.336.000.98	Shared Revenue-City Assistance	YTD receipt. Not in 2020 budget.	-	16,700				16,700	16,700
001.336.006.20	Shared Revenue-Crim Justice-High Crime	YTD receipt. Not in 2020 budget.	-	29,100				29,100	29,100
001.336.006.91	Fire Insurance Premium Tax	Rec'd above budgeted amount.	13,550	1,325				1,325	14,875
001.337.009.41	WCIA Reimbursement	Reimbursement for training and insurance	-	3,715				3,715	3,715
001.341.070.01	Pool Concession	No pool concession due to COVID-19	2,940	(2,940)				(2,940)	-
001.342.021.05	Fire Chief Service- LCFD # 6	Contract extended to 6/2020	-	31,140				31,140	31,140
001.345.083.00	Plan Checks	Adjust to reflect more to actual	46,620	(3,000)				(3,000)	43,620
001.347.030.01	Open Swim/Pool Admissions	Program cancelled due to COVID-19	90,380	(90,380)				(90,380)	-
001.347.030.02	Pool Rental	Program cancelled due to COVID-19	6,740	(6,740)				(6,740)	-
001.347.060.00	Program Fees/Classes	Revenue reduced due to lack of programs	65,940	(40,200)				(40,200)	25,740
001.347.060.01	Swim Lessons	Revenue reduced due to lack of programs	29,330	(29,330)				(29,330)	-
001.347.060.02	Rec Toumey/Leagues/Events	Revenue reduced due to lack of programs	5,580	(5,580)				(5,580)	-
001.347.060.03	Fitness Classes	No fitness classes offered	4,680	(4,680)				(4,680)	-
001.361.011.00	Interest earnings	LGIP interest rate declined (budget 0.75% to 0.35%)	18,080	(10,000)				(10,000)	8,080
001.362.000.10	Rentals - Equip/Vehicles	Adjust to reflect more to actual	1,000	(1,000)				(1,000)	-
001.362.040.00	Space & Facility Rentals	Rental activity decline due to COVID-19	37,100	(26,000)				(26,000)	11,100
001.362.040.01	Space Rental - RV Park	Rental activity decline due to COVID-19	23,260	(20,000)				(20,000)	3,260
001.362.050.00	Parking Space Rentals - LET	Adjust to reflect more to actual	16,070	(5,400)				(5,400)	10,670
001.367.011.76	Donations - Facilities	Reflect to actual	-	2,070				2,070	2,070
001.367.011.79	Donations - Recreation	Reflect to actual	-	9,900				9,900	9,900
001.398.000.00	Insurance Recovery (non-capital)	WCIA Severance Pay claim	-	6,800				6,800	6,800
<b>Total General Fund Revenues &amp; Transfers In</b>			<b>10,294,652</b>	<b>(392,500)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(392,500)</b>	<b>9,902,152</b>
<b>Expenditures:</b>									
001.B1.511.060.41.01	Prof Svc - Strategic Planning	Cancellation of one strategic planning session due to COVID-19	12,000			(6,000)		(6,000)	6,000
001.B1.511.060.43.00	Travel/Hotel/Per Diem	Budget reduction	1,000			(900)		(900)	100
001.B1.511.060.49.00	Miscellaneous	Budget reduction	500			(300)		(300)	200
<b>subtotal for City Council</b>			<b>98,801</b>	<b>-</b>	<b>-</b>	<b>(7,200)</b>	<b>-</b>	<b>(7,200)</b>	<b>91,601</b>
001.C1.512.050.12.00	Overtime	Budget reduction	100			(100)		(100)	-
001.C1.512.050.31.00	Office & Operating Supplies	Budget reduction	3,150			(500)		(500)	2,650
001.C1.512.050.35.00	Small Tools & Minor Equipment	Budget reduction	2,000			(1,800)		(1,800)	200
001.C1.512.050.41.00	Professional Services	Budget reduction	8,300			(1,000)		(1,000)	7,300
001.C1.512.050.41.28	Professional Services - Interpreter	Budget reduction	3,700			(1,600)		(1,600)	2,100
001.C1.512.050.43.00	Travel/Hotel/Per Diem	Budget reduction	1,500			(1,500)		(1,500)	-
001.C1.512.050.46.00	Insurance	Budget reduction	6,501			(200)		(200)	6,301
001.C1.512.050.47.00	Public Utility Services	Budget reduction	450			(100)		(100)	350
001.C1.512.050.49.00	Miscellaneous	Budget reduction	1,785			(900)		(900)	885
001.C1.512.050.49.01	Registration	Budget reduction	565			(500)		(500)	65
001.C1.512.050.49.02	Membership/Dues/Subscriptions	Budget reduction	690			(300)		(300)	390
001.C1.512.P50.11.00	Salaries & Wages	Budget reduction (Pro-temp judge)	1,300			(500)		(500)	800
001.C1.523.020.12.00	Overtime	Budget reduction	100			(100)		(100)	-
001.C1.523.020.24.00	Uniforms & Clothing	Budget reduction	100			(100)		(100)	-
<b>subtotal for Municipal Court</b>			<b>501,538</b>	<b>-</b>	<b>-</b>	<b>(9,200)</b>	<b>-</b>	<b>(9,200)</b>	<b>492,338</b>
001.D1.513.010.21.00	Benefits	Adjust budget to reflect more to actual	53,846			2,000		2,000	55,846
001.D1.513.010.31.00	Office & Operating Supplies	Budget reduction	1,600			(200)		(200)	1,400
001.D1.513.010.35.00	Small Tools & Minor Equipment	Budget reduction	1,800			(1,300)		(1,300)	500
001.D1.513.010.43.00	Travel/Hotel/Per Diem	Budget reduction	1,200			(1,050)		(1,050)	150
001.D1.513.010.48.00	Repair & Maintenance - Facilities	Correction	600			(600)		(600)	-
001.D1.513.010.48.02	R&M - Software/Hardware	Correction	-			600		600	600

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Fund No. and Name	Account Name	Reason for Amendment	2020 Amended Budget	Revenue Increase (Decrease)	Transfers In	Expenditures Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
001.D1.513.010.49.01	Registration	Budget reduction	650			(200)		(200)	450
		<b>subtotal for City Manager</b>	<b>194,331</b>	-	-	<b>(750)</b>	-	<b>(750)</b>	<b>193,581</b>
001.E1.514.023.11.05	Salaries & Wages - PT	Budget reduction	24,000			(12,000)		(12,000)	12,000
001.E1.514.023.21.05	Benefits - PT	Budget reduction	2,000			(1,000)		(1,000)	1,000
001.E1.514.023.41.50	Prof. Services - Audit	2018 audit fee billed in 2020 and used up some of 2020 budget (2019 audit)	36,000			2,000		2,000	38,000
001.E1.514.023.43.00	Travel/Hotel/Per Diem	No in-person training/conferences (COVID19)	1,275			(1,000)		(1,000)	275
001.E1.514.023.48.02	R & M Software/Hardware	don't need all.	40,553			(3,000)		(3,000)	37,553
001.E1.594.014.64.00	Machinery & Equipment	Accounting Software (fixed assets). Not doing in 2020.	15,280			(15,280)		(15,280)	-
		<b>subtotal for Finance</b>	<b>316,578</b>	-	-	<b>(30,280)</b>	-	<b>(30,280)</b>	<b>286,298</b>
001.F1.515.041.41.00	Prof Services	Special legal service COVID19 issues	102,500			1,040		1,040	103,540
		<b>subtotal for Legal Services</b>	<b>74,633</b>	-	-	<b>1,040</b>	-	<b>1,040</b>	<b>75,673</b>
001.F2.518.030.11.05	Salaries & Wages - PT	Not hiring 3 staff	50,000			(20,000)		(20,000)	30,000
001.F2.518.030.12.00	Overtime	Less demand this year for sports complexes and facilities	6,000			(3,000)		(3,000)	3,000
001.F2.518.030.12.05	Overtime - PT	No overtime allowed for part time	500			(500)		(500)	-
001.F2.518.030.31.00	Office & Operating Supplies	Fencing for Little League Moved to 594.076.63.00 (See below)	93,029			(33,770)		(33,770)	59,259
001.F2.518.030.45.00	Rentals	Stan Hedwell parking lot not required this year	6,718			(2,500)		(2,500)	4,218
001.F2.518.030.48.00	Repair & Maintenance - Facilities	With limited use the amount can be reduced	37,000			(10,000)		(10,000)	27,000
001.F2.518.030.48.01	Repair & Maintenance - Equipment	With the newer mowers less repairs needed	10,000			(3,000)		(3,000)	7,000
001.F2.572.050.48.00	Repair & Maintenance - Facilities	With limited use the amount can be reduced	10,000			(9,000)		(9,000)	1,000
001.F2.576.020.31.00	Office & Operating Supplies	Reduction in pool chemicals	42,000			(30,000)		(30,000)	12,000
001.F2.576.020.35.00	Small Tools & Minor Equipment	Reduction in pool use	2,900			(2,000)		(2,000)	900
001.F2.594.018.64.00	Capital Outlay - Machinery & Equip	Dude Solution Asset Management Program for Facilities	-			3,100		3,100	3,100
001.F2.594.076.63.00	Capital Outlay - Other Improvements	Fencing for Little League moved from 518.030.31.00 (See above)	-			33,770		33,770	33,770
		<b>subtotal for Parks &amp; Facilities</b>	<b>1,163,272</b>	-	-	<b>(76,900)</b>	-	<b>(76,900)</b>	<b>1,086,372</b>
001.G1.522.010.29.04	Contrib to Fund 611 - fire ins prem	100% Fire insurance prem tax receipt to Firemen's Pension	13,550			1,325		1,325	14,875
001.G1.594.018.64.00	Machinery -Equipment	City-wide Cashiering Software - not purchasing in 2020	15,000			(15,000)		(15,000)	-
001.G1.597.000.05.03	Transfer out - Fund 003	1% Sales tax projection decline 5%	49,530			-	(2,480)	(2,480)	47,050
001.G1.597.000.05.31	Transfer out - Fund 301	2011 donation balance from the Chehalis Foundation for Rec Park project	-			-	7,853	7,853	7,853
		<b>subtotal for Non-Departmental</b>	<b>441,245</b>	-	-	<b>(13,675)</b>	<b>5,373</b>	<b>(8,302)</b>	<b>432,943</b>
001.G2.518.010.35.00	Small Tools	Judy's computer replaced	125			1,550		1,550	1,675
001.G2.518.010.41.00	Professional Services	Labor negotiation attorney fees exceeded budget	25,000			10,000		10,000	35,000
		<b>subtotal for Human Resources</b>	<b>127,761</b>	-	-	<b>11,550</b>	-	<b>11,550</b>	<b>139,311</b>
001.H1.521.010.41.00	Professional Services	Regionalization 911 - Feasibility Study 50-50 with Fire	2,500			13,500		13,500	16,000
001.H1.521.022.11.00	Salaries & Wages	One Patrol Officer Position vacant/will not be filled in 2020	1,073,607			(81,100)		(81,100)	992,507
001.H1.521.022.21.00	Personnel Benefits	One Patrol Officer Position vacant/will not be filled in 2020	504,149			(43,200)		(43,200)	460,949
001.H1.542.065.11.00	Salaries & Wages	PT Parking Enforcement Officer position vacant/will not be filled in 2020	18,456			(18,500)		(18,500)	(44)
001.H1.542.065.21.00	Personnel Benefits	PT Parking Enforcement Officer position vacant/will not be filled in 2020	19,217			(19,200)		(19,200)	17
001.H1.542.065.24.00	Uniforms & Clothing	PT Parking Enforcement Officer position vacant/will not be filled in 2020	500			(500)		(500)	-
		<b>subtotal for Police</b>	<b>3,476,132</b>	-	-	<b>(149,000)</b>	-	<b>(149,000)</b>	<b>3,327,132</b>
001.I1.522.010.11.00	Salaries & Wages	Fire Chief position - Special Pay & cash outs not in budget & Interim Fire Chief	118,332			45,500		45,500	163,832
001.I1.522.010.21.00	Benefits	Fire Chief position - Special Pay & cash outs not in budget & Interim Fire Chief	20,064			(2,400)		(2,400)	17,664
001.I1.522.010.11.02	Salaries & Wages	Admin position Increase for cash outs & 1 month payroll for replacement	51,348			18,900		18,900	70,248
001.I1.522.010.21.02	Benefits	Admin position Increase for cash outs & 1 month payroll for replacement	19,501			4,500		4,500	24,001
001.I1.522.010.41.00	Professional Services	Regionalization 911 - Feasibility Study 50-50 with Police	-			13,500		13,500	13,500
001.I1.522.020.11.00	Salaries & Wages	(20%) 3 vacant firefighter positions (2 filled in Fall/Winter, keep 1 unfilled)	182,360			(8,100)		(8,100)	174,260
001.I1.522.020.21.00	Personnel Benefits	(20%) 3 vacant firefighter positions (2 filled in Fall/Winter, keep 1 unfilled)	92,965			(13,600)		(13,600)	79,365
001.I1.522.028.11.00	Salaries & Wages	(80%) 3 vacant firefighter positions (2 filled in Fall/Winter, keep 1 unfilled)	729,338			(32,600)		(32,600)	696,738
001.I1.522.028.21.00	Personnel Benefits	(80%) 3 vacant firefighter positions (2 filled in Fall/Winter, keep 1 unfilled)	371,062			(54,300)		(54,300)	316,762
001.I1.522.030.11.05	Salaries & Wages - PT	PT Fire Marshal \$40K per yr split 50/50 with Bldg. & Planning 7 months	-			12,700		12,700	12,700
001.I1.522.030.21.05	Personnel Benefits - PT	PT Fire Marshal \$6K per yr split 50/50 with Bldg. & Planning 7 months	-			1,300		1,300	1,300
001.I1.522.030.41.00	Professional Services	Fire Marshal hired as employee.	45,000			(45,000)		(45,000)	-
001.I1.522.050.45.00	Rentals	Increase for temp fire station : mobile trailers & Airport site lease (6 months)	36,000			25,600		25,600	61,600
001.I1.522.050.47.00	Public Utility Service	Increase for temp fire station utility connection & garbage service at Airport site	5,000			2,400		2,400	7,400
001.I1.522.050.47.03	Public Utility Service - City	Increase for Water/Sewer services at Airport site	2,605			1,200		1,200	3,805
		<b>subtotal for Fire</b>	<b>2,462,667</b>	-	-	<b>(30,400)</b>	-	<b>(30,400)</b>	<b>2,432,267</b>
001.K1.543.010.11.00	Salaries and wages	Street Superintendent retired in June. Cash outs. Plan to fill in Sept. 50% GF	57,891			11,100		11,100	68,991
001.K1.543.010.21.00	Personnel benefits	Street Superintendent retired in June. Cash outs. Plan to fill in Sept. 50% GF	24,589			(4,300)		(4,300)	20,289

Fund No. and Name	Account Name	Reason for Amendment	2020 Amended Budget	Revenue Increase (Decrease)	Transfers In	Expenditures Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
subtotal for Street			613,687	-	-	6,800	-	6,800	620,487
001.P2.524.011.41.00	Professional Services	Hire a contractor for building plan reviews and inspections	3,000	-	-	32,100	-	32,100	35,100
001.P2.524.011.11.00	Salaries and Wages	Building inspector resigned in May. Not filling in 2020	57,240	-	-	(35,200)	-	(35,200)	22,040
001.P2.524.011.21.00	Benefits	Building inspector resigned in May. Not filling in 2020	25,096	-	-	(15,100)	-	(15,100)	9,996
001.P2.524.011.11.05	Salaries and Wages-PT	Part time Fire Marshal	-	-	-	12,100	-	12,100	12,100
001.P2.524.011.21.05	Personnel Benefits-PT	Benefits for part time Fire Marshal	-	-	-	1,200	-	1,200	1,200
001.P2.558.060.11.00	Salaries and Wages	Permit Tech - increase due to separation pay net with new hire budget	54,516	-	-	2,100	-	2,100	56,616
001.P2.558.060.21.00	Personnel Benefits	Permit Tech - increase due to separation pay net with new hire budget	30,159	-	-	3,700	-	3,700	33,859
001.P2.558.060.11.05	Salaries and Wages-PT	Temporary permit tech	-	-	-	2,300	-	2,300	2,300
001.P2.558.060.21.05	Personnel Benefits-PT	Temporary permit tech	-	-	-	100	-	100	100
001.P2.524.011.49.02	Membership Dues/Subscriptions	WA Association of Building Officials, International Code Council memberships	-	-	-	500	-	500	500
001.P2.558.060.49.02	Membership Dues/Subscriptions	Assoc. of WA State & American Planning, Floodplain Mgr., Fire marshal certs	-	-	-	2,000	-	2,000	2,000
001.P2.594.060.64.02	Capital Outlay-Machinery & Equip	Software upgrades for online use and hardware	-	-	-	33,000	-	33,000	33,000
subtotal for Planning & Building			622,837	-	-	38,800	-	38,800	661,637
001.R1.571.020.31.00	Office & Operating Supplies	Cancellation of programs due to COVID-19, no need for supplies	16,000	-	-	(10,300)	-	(10,300)	5,700
001.R1.571.020.34.00	Items for resale	No resale items being purchased	500	-	-	(500)	-	(500)	-
001.R1.571.020.41.00	Professional Services	Cancellation of programs due to COVID-19	64,000	-	-	(39,000)	-	(39,000)	25,000
001.R1.571.022.11.05	PT Salary and Wages	Closed pool due to COVID19; Minimal budget for training & daily maint.	97,875	-	-	(87,870)	-	(87,870)	10,005
001.R1.571.022.21.05	Personnel Benefits	Closed pool due to COVID19; Minimal budget for training & daily maint.	18,000	-	-	(15,000)	-	(15,000)	3,000
001.R1.571.022.34.00	Items Purchased for Resale	No concession	2,200	-	-	(2,200)	-	(2,200)	-
001.R1.594.071.64.00	Machinery and Equipment	Dude Solutions Event Mgmt. Program 1st year plus 3 tablets/3 reader cards	-	-	-	3,700	-	3,700	3,700
subtotal for Recreation			500,625	-	-	(151,170)	-	(151,170)	349,455
Total General Fund Expenditures & Transfers Out			10,679,474	-	-	(410,385)	5,373	(405,012)	10,274,462
<b>Total for General Fund</b>				<b>(392,500)</b>	<b>-</b>	<b>(410,385)</b>	<b>5,373</b>	<b>12,512</b>	
<b>Fund 003 - Dedicated Street Fund</b>									
Revenues:									
003.361.011.00	Interest earnings	LGIP Interest rate declined (budget 0.75%>0.31%)	3,050	(1,800)	-	-	-	(1,800)	1,250
003.397.000.01	Transfer in from Fund 001	Sales tax revenue projection decline 5%	49,530	-	(2,480)	-	-	(2,480)	47,050
Total Dedicated Street Fund Revenues & Transfers In				<b>(1,800)</b>	<b>(2,480)</b>	<b>-</b>	<b>-</b>	<b>(4,280)</b>	<b>(4,280)</b>
<b>Total for Dedicated Street Fund</b>				<b>(1,800)</b>	<b>(2,480)</b>	<b>-</b>	<b>-</b>	<b>(4,280)</b>	
<b>Fund 004 - Building Abatement Fund</b>									
Expenditures:									
004.59.559.030.31.00	Operating Supplies	Fencing for future abatement project	45,000	-	-	7,000	-	7,000	52,000
Total Building Abatement Fund Expenditures & Transfers out				<b>-</b>	<b>-</b>	<b>7,000</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>
<b>Total for Building Abatement Fund</b>				<b>-</b>	<b>-</b>	<b>7,000</b>	<b>-</b>	<b>(7,000)</b>	
<b>Fund 102 - Arterial Street Fund</b>									
Revenues:									
102.336.000.87	Motor Veh Fuel Tax	YTD receipts 11% below 7-month target; Est. 15% reduction for 2020.	160,119	(24,000)	-	-	-	(24,000)	136,119
102.361.011.00	Interest earnings	LGIP interest rate declined (56% reduction)	2,280	(1,200)	-	-	-	(1,200)	1,080
Total Arterial Street Fund Revenues & Transfers In			162,399	<b>(25,200)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(25,200)</b>	137,199
<b>Total for Arterial Street Fund</b>				<b>(25,200)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(25,200)</b>	
<b>Fund 103 - Transportation Benefit District Fund</b>									
Revenues:									
103.313.021.00	TBD Sales Tax	5% revenue decline projection	1,156,420	(57,800)	-	-	-	(57,800)	1,098,620
103.333.020.20	Dot/Federal HWY Grant	Kresky Ave project grant received to-date 8.3.2020. Not in budget	-	435,906	-	-	-	435,906	435,906
Total Transportation Benefit District Fund Revenues & Transfers In			1,882,495	378,106	-	-	-	378,106	2,260,601
Expenditures:									

Fund No. and Name	Account Name	Reason for Amendment	2020 Amended Budget	Revenue Increase (Decrease)	Transfers In	Expenditures Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
103.03.595.010.65.41	Capital Project - Engineering	y008 - Snively Ave Project (unforeseen project due to oper & maint issue)	253,000			10,492		10,492	263,492
103.03.595.030.65.30	Capital Project - Construction	y008 - Snively Ave Project (unforeseen project due to oper & maint issue)	1,247,000			52,844		52,844	1,299,844
Total Transportation Benefit District Fund Expenditures & Transfers Out			2,354,545	-	-	63,336	-	63,336	2,417,881
<b>Total for Transportation Benefit District Fund</b>					<b>378,106</b>	<b>-</b>	<b>63,336</b>	<b>-</b>	<b>314,770</b>

**Fund 107- Tourism Fund**

**Revenues:**

107.313.031.00	Hotel/Motel Tax	YTD revenue about 11% below 7-month target. Project 20% revenue loss in 2020	239,950	(48,000)				(48,000)	191,950
107.361.011.00	Interest Earnings	LGIP Interest rate declined	3,580	(500)				(500)	3,180
Total Tourism Fund Revenues & Transfers In				(48,500)	-	-	-	(48,500)	(48,500)
<b>Total for Tourism Fund</b>					<b>(48,500)</b>	<b>-</b>	<b>-</b>	<b>(48,500)</b>	

**Fund 110 - Compensated Absences Reserve Fund**

**Expenditures:**

110.47.522.010.11.00	Salaries & Wages	Fire employee 2020 cash outs paid from general fund	13,480			(13,480)		(13,480)	-
110.47.522.010.11.02	Salaries & Wages - Admin	Fire employee 2020 cash outs paid from general fund	15,600			(15,600)		(15,600)	-
110.47.522.010.21.00	Personnel Benefits	Fire employee 2020 cash outs paid from general fund	215			(215)		(215)	-
110.47.522.010.21.02	Personnel Benefits -Admin	Fire employee 2020 cash outs paid from general fund	1,216			(1,216)		(1,216)	-
110.47.522.020.12.00	Overtime	Fire employee 2020 cash outs paid from general fund	40,317			(40,317)		(40,317)	-
110.47.522.020.21.00	Personnel Benefits	Fire employee 2020 cash outs paid from general fund	660			(660)		(660)	-
Total Compensated Absences Reserve Fund Expenditures & Transfers Out			71,488	-	-	(71,488)	-	(71,488)	-
<b>Total for Compensated Absences Reserve Fund</b>					<b>-</b>	<b>-</b>	<b>(71,488)</b>	<b>-</b>	<b>71,488</b>

**Fund 301 - Public Facilities Reserve Fund**

**Revenues:**

301.391.010.01	LT Debt Issue LTGO	Bond issue for fire station land & temporary station	-	1,725,000				1,725,000	1,725,000
301.397.000.01	Transfer in- Fund 001	2011 donation balance from the Chehalis Foundation for Rec Park project	-		7,853			7,853	7,853
Total Public Facilities Reserve Fund Revenues & Transfers In			800,824	1,725,000	7,853	-	-	1,732,853	2,533,677
<b>Expenditures:</b>									
301.44.592.022.84.00	Debt Issuance Cost	Bond Issue Costs	-			25,000		25,000	25,000
301.44.594.022.61.01	Capital Outlay - Land (fire station)	Purchase of land for new fire station & land preparation to set up temp fire station	60,000			1,365,000		1,365,000	1,425,000
301.44.594.022.62.00	Capital Outlay - Bldg./Structure (fire)	Fire apparatus building & mobile trailers for Temporary Fire Station	-			335,000		335,000	335,000
301.44.594.076.63.00	Capital Outlay - Pool	Pool resurfacing project expense over 2020 budget	283,963			35,200		35,200	319,163
Total Public Facilities Reserve Fund Expenditures & Transfers Out			1,586,356	-	-	1,760,200	-	1,760,200	3,346,556
<b>Total for Public Facilities Reserve Fund</b>					<b>1,725,000</b>	<b>7,853</b>	<b>1,760,200</b>	<b>-</b>	<b>(27,347)</b>

**Fund 404 - Wastewater Fund**

**Expenditures:**

404.11.535.010.40.03	External Taxes	State B&O Tax rate increase in April 2020	106,500			7,500		7,500	114,000
404.11.594.035.41.00	Capital Project - Engineering	y008. Snively Ave; y006 Riverside Force Main; y007 Waste Modification projects	17,000			112,823		112,823	129,823
404.11.594.035.65.00	Capital Project - Construction	y008. Snively Ave; y006 Riverside Force Main; y007 Waste Modification projects	561,951			353,509		353,509	915,460
Total Wastewater Fund Expenditures			5,649,514	-	-	473,832	-	473,832	6,123,346
<b>Total for Wastewater Fund</b>					<b>-</b>	<b>473,832</b>	<b>-</b>	<b>(473,832)</b>	

**Fund 405 - Water Fund**

**Expenditures:**

405.10.534.010.40.03	External Taxes	State B&O Tax rate increase in April 2020	136,700			500		500	137,200
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Fund No. and Name	Account Name	Reason for Amendment	2020 Amended Budget	Revenue Increase (Decrease)	Transfers In	Expenditures Increase (Decrease)	Transfers Out	Ending Fund Balance Increase (Decrease)	Proposed Amended Budget
405.10.594.034.41.00	Capital Project - Engineering	y008. Snively Ave Project (unforeseen project due to oper & maint issue)	645,000			36,159		36,159	681,159
405.10.594.034.65.00	Capital Project - Construction	y008. Snively Ave Project (unforeseen project due to oper & maint issue)	1,250,000			182,173		182,173	1,432,173
<b>Total Water Fund Expenditures</b>			<b>4,672,394</b>	<b>-</b>	<b>-</b>	<b>218,832</b>	<b>-</b>	<b>218,832</b>	<b>4,891,226</b>
<b>Total for Water Fund</b>						<b>218,832</b>		<b>(218,832)</b>	

**Fund 406 - Storm & Surface Water Fund**

**Expenditures:**

406.06.531.031.40.03	External Taxes	State B&O Tax rate increase in April 2020	10,325			1,700		1,700	12,025
406.06.531.031.11.00	Salaries and wages	Street Superintendent retired in June. Cash outs. Plan to fill in Sept. 50% GF	71,666			11,100		11,100	82,766
406.06.531.031.21.00	Personnel benefits	Street Superintendent retired in June. Cash outs. Plan to fill in Sept. 50% GF	28,105			(4,300)		(4,300)	23,805
<b>Total Stormwater Fund Expenditures</b>			<b>682,833</b>	<b>-</b>	<b>-</b>	<b>8,500</b>	<b>-</b>	<b>8,500</b>	<b>691,333</b>
<b>Total Stormwater Fund</b>						<b>8,500</b>		<b>(8,500)</b>	

**Fund 407 - Airport Fund**

**Revenues:**

407.331.020.00	FAA Airport Improvement Revs	Received CARES Act grant of \$69,000 to be used for existing liability repayment	103,500	69,000				69,000	172,500
407.344.050.00	Fuel Sales	Unanticipated increase in fuel sales for 2020 (15%)	535,000	80,000				80,000	615,000
407.382.010.00	Lease Escrow Deposit-Refundable	SERJ Car Wash Deposit for Lease Agreement		15,256				15,256	15,256
407.391.080.05	Intergov't Loan - CARB Loan	Community Aviation Revitalization Loan for Fuel Storage Tank (2%x20 yr am)	-	500,000				500,000	500,000
<b>Total Airport Fund Revenues &amp; Transfers In</b>			<b>1,975,594</b>	<b>664,256</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>664,256</b>	<b>2,639,850</b>

**Expenditures:**

407.09.546.010.33.00	Fuel Purchased for Resale	Fuel purchased for resale demand higher than anticipated-15% increase	440,000			65,000		65,000	505,000
407.09.546.010.41.00	Professional Services	Increased for unexpected legal expenses associated with Rich Dev. and Petersor	12,000			38,000		38,000	50,000
407.09.546.010.41.50	Prof. Services - Audit	Federal grant audit cost associated with 2019 FAA Grant	-			9,000		9,000	9,000
407.09.591.046.71.01	Principal-Arkansas Way	Received CARES Act grant of \$69,000 to be used for existing liability repayment	16,793			69,000		69,000	85,793
407.09.594.046.64.00	Airport Above Ground Fuel Storage	Above ground fuel storage engineering and construction	34,500			500,000		500,000	534,500
<b>Total Airport Fund Expenditures</b>			<b>1,598,238</b>	<b>-</b>	<b>-</b>	<b>681,000</b>	<b>-</b>	<b>681,000</b>	<b>2,279,238</b>
<b>Total for Airport Fund</b>				<b>664,256</b>	<b>-</b>	<b>681,000</b>	<b>-</b>	<b>(16,744)</b>	

**Fund 611 - Firemen's Pension Fund**

**Revenues:**

611.369.070.02	Pension Contrib - Fire Ins. Prem. Tax	Reflect more to actual	13,550	1,325				1,325	14,875
<b>Total Firemen's Pension Fund Revenues &amp; Transfers In</b>			<b>31,050</b>	<b>1,325</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,325</b>	<b>32,375</b>
<b>Total for Public Facilities Reserve Fund</b>				<b>1,325</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,325</b>	
<b>Total Amendment for City-wide All Funds</b>				<b>2,300,687</b>	<b>5,373</b>	<b>2,730,827</b>	<b>5,373</b>	<b>(430,140)</b>	

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Judy Schave, HR/Risk Manager

**MEETING OF:** September 14, 2020

**SUBJECT:** Resolution No. 9-2020, First and Final Reading – Establishing a Policy for Retroactive Salary Adjustments for Non-Represented/Exempt Employees and Implementation of Previously Budgeted Cost of Living Allowance (COLA) for Non-Represented Employees

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**ISSUE**

This agenda report includes two items related to salaries for non-represented/exempt employees.

The first item relates to retroactive salary adjustments. During the exit conference for the budget year 2018, the State Auditor's Office identified and recommended that the City have a policy in place for paying retroactive salary adjustments to non-represented/exempt employees. Before the City Council for consideration is Resolution No. 9-2020, allowing for future retroactive salary adjustments for non-represented/exempt employees.

The second item for consideration is to implement the 2020 salary adjustments for the non-represented/exempt employees effective October 2020. The adopted 2020 budget includes a 2% Cost of Living Allowance (COLA) for all employees. The City has four employee groups, three of which are unionized. The two unions representing Police and Fire have approved contracts for 2020-2022. A proposed contract with Teamsters Local 252, representing the Non-Uniformed employees, is being presented to the City Council on September 14, 2020, for consideration. This CBA was ratified by the Union on August 28.

**DISCUSSION**

Regarding the first item, in January 2020, the administration received a management letter from the State Auditor's Office recommending that the City have a policy in place to address retroactive salary adjustments for non-represented/exempt employees. We believe this recommendation will assist and improve the City's internal controls and compliance in this area. The policy would apply to future salary increases for this workgroup. Such salary adjustments may be made retroactive to be consistent with the implementation dates of one or more of the other collective bargaining agreements, which has been done from time to time in past years.

Regarding the second item, when the 2020 Budget was adopted, the Chehalis Police Officers Guild; the International Association of Fire Fighters, Local 2510; and the Teamsters, Local 252, were in various stages of negotiation or mediation of collective bargaining contracts due to the expiration of all three contracts on December 31, 2019.

On January 13, 2020, the City Council approved a three-year collective bargaining agreement (CBA) with the IAFF Local 2510 that provides for an annual salary increase of 2% to the base wages in 2020, 2% in 2021, and 1.5% in 2022. On February 24, the City Council approved a three-year CBA between the City and the Chehalis Police Officers Guild that provides for an annual salary increase of 3% to base wages for all Guild members in 2020, 3% in 2021, and 3% in 2022. The proposed three-year CBA between the City and Teamsters Local 252 will be presented to the City Council on September 14 and includes wage adjustments of 2% for 2020, 2% for 2021, and 1.5% for 2022.

As noted above, the 2020 Adopted Budget includes a 2% COLA for all employees, including the non-represented group, which is made up of department managers, middle managers; one administrative assistant, and the staff at the airport. Because this request being made so late in the year, the administration is recommending a 2.5% increase for this particular workgroup, to be implemented in the October 2020 payroll process. The overall adjustment will be significantly less than what the 2% would have been for the entire year for this workgroup.

**Previously Approved and Proposed Cost of Living Adjustments**

<i>Employee Group</i>	<i>Cost of Living Adjustment 2020/2021/2022</i>	<i>Implementation Date</i>
Police	3%/3%/3% Approved by Council	Retroactive to January 1, 2020
Fire	2%/2%/1.5% Approved by Council	Retroactive to January 1, 2020
Non-Uniformed	2%/2%/1.5% Proposed	Proposed Retroactive to January 1, 2020
Non-Represented	2.5%/2%/1.5% Proposed	Proposed September 25, 2020 (Not retroactive)

As the City Council may recall, there is a provision in Chapter III, Section 13 of the Employee Rules and Regulations that requires the City to maintain at least a ten percent (10%) base salary differential between management and union or non-union positions they supervise. Due to the 3% wage increase for the Chehalis Police Officers Guild members in 2020, the salaries of the Chief of Police and the Deputy Police Chief needed to be increased slightly to meet that threshold. The 2% COLA included in the 2020 budget was enough to close this gap.

**FISCAL IMPACT**

The proposed increase for the Non-Represented employees is built into the 2020 adopted budget, so no additional appropriation is needed.

**RECOMMENDATION**

It is recommended that the City Council Adopt Resolution No. 9-2020 on first and final reading and authorize the 2.5% salary increase for non-represented/exempt employees to be implemented as part of the October 2020 payroll process. It is also recommended that the City Council approve the 2% salary increase for the Police Chief and Deputy Police Chief, retro back to the January 2020 pay period, to be consistent with the employee rules and regulations and the timing and implementation of the Chehalis Police Officers Guild CBA.

**SUGGESTED MOTION**

I move that the City Council adopt Resolution No. 9-2020 on first and final reading and authorize the 2.5% salary increase for non-represented/exempt employees to be implemented as part of the October 2020 payroll process. It is also recommended that the City Council approve the 2% salary increase for the Police Chief and Deputy Police Chief retro back to the January 2020 pay period, to be consistent with the employee rules and regulations and the timing and implementation of the Chehalis Police Officers Guild CBA.

**RESOLUTION NO. 9-2020**

**A RESOLUTION OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING CHAPTER III OF THE EMPLOYEE RULES AND REGULATIONS RELATED TO COMPENSATION TO BE CONSISTENT WITH THE RECOMMENDATION OF THE WASHINGTON STATE AUDITOR'S OFFICE AND AUTHORIZING THE CITY MANAGER TO EFFECT THE CHANGES AS PROPOSED.**

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO RESOLVE AS FOLLOWS:**

**WHEREAS**, the City of Chehalis has adopted Employee Rules and Regulations, to include Chapter III - Compensation; and

**WHEREAS**, in the past, the City Council had authorized retroactive Cost of Living Adjustments for non-represented/exempt employees to be consistent with implementation dates of other Collective Bargaining Agreements; and

**WHEREAS**, the City of Chehalis Employee Rules and Regulations need to be amended to provide authority to the City Council to authorize retroactive Cost of Living Adjustments for non-represented/exempt employees to be consistent with the recommendation of the Washington State Auditor's Office.

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Chapter III, of the Employee Rules and Regulations shall be amended to include the following:

Section 14. The City Council is hereby authorized to implement retroactive pay to non-represented/exempt employees to be consistent with the dates and retroactive pay authorized for one or more of the City's other Collective Bargaining Agreements ratified by the City Council.

**Section 2.** That the amended Employee Rules and Regulations relating to compensation for Non-represented/exempt employees attached hereto, as "Exhibit A," is adopted.

**Section 3.** The City Manager is hereby authorized to effect the changes herein approved.

**ADOPTED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

### **AMENDING CITY OF CHEHALIS EMPLOYEE RULES AND REGULATIONS**

#### **COMPENSATION FOR NON-REPRESENTED/EXEMPT EMPLOYEES**

##### **Purpose and Scope**

This personnel policy applies to all employees of the City of Chehalis who are exempt from the Fair Labor and Standards Act and non-represented positions, not covered by collective bargaining agreements. This document provides policy for matters of salary for non-represented and exempt positions. Unless otherwise stipulated, this policy covers all persons and positions noted above.

In the event this policy conflicts with any City, State, or Federal law, those laws shall prevail. This policy shall not supersede any provisions of an executed employment agreement between the City of Chehalis and the City Manager. This policy covers matters of compensation and is not intended to provide the full spectrum of policies, regulations, and conditions of employment. These provisions are not a contract, create no vested right, and maybe amended.

##### **Section 14. Cost of Living Adjustment for Non-represented/Exempt Employees**

Upon the recommendation of the City Manager and the approval of the City Council, employees' pay may be adjusted by an annual cost-of-living adjustment and/or other wage increase. With City Council approval, such adjustments may be retroactive to be consistent with the implementation dates of one or more of the other collective bargaining agreements of the City. Such adjustment shall also adjust the salary ranges outlined in the Salary Schedule.

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Tammy Baraconi, Planning and Building Manager

**MEETING OF:** September 14, 2020

**SUBJECT:** Ordinance No. 1010-B, First Reading – Amending the Comprehensive Plan Relating to Modifications to Chapter 3 - Land Use, and Adding Land to the City’s Urban Growth Area

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**ISSUE**

SCJ Alliance, on behalf of Raindrop Properties, LLC, applied to have 677 acres of land commonly known as the Widgeon Hill area brought into the Chehalis Urban Growth Area.

**BACKGROUND**

An application for the expansion of the Urban Growth Area on the north end of Chehalis in an area commonly known as Widgeon Hill was submitted in March of 2019 by Dan Penrose with SCJ Alliance on behalf of Raindrop Properties, LLC. At that time, the 677 acres was located in Centralia’s Urban Growth Area. Working together, Chehalis, Centralia, and Lewis County approached this transfer of land from one jurisdiction to another as a comprehensive plan and land use map amendment.

On November 25, 2019 Lewis County took action to remove the area from Centralia and assign it to the Chehalis Urban Growth Area. To facilitate the mixed development that the applicant is proposing for the area, staff has worked with the developer to create a new land use and zoning classification called Master Planned Development Area (MPD).

**MASTER PLANNED DEVELOPMENT AREA DESIGNATION (MPD)**

The proposed MPD designation would provide for mixed development, which is defined as neighborhood commercial and residential. Residential will be based in part of topography and will allow large lots of an acre or more in size for areas where necessary as well as higher density development. The overall residential density shall be four units per acre. The MPD also requires a minimum of 30% open space. This open space can be in the form of unbuildable lands, pocket parks, trails, or other types of amenities for the community. Neighborhood commercial is defined as small local service type businesses such as coffee shops, boutiques, salons, etc. It is not the intended purpose of this classification to allow large box stores or regional stores such as fast food to develop within the MPD.

This classification will allow the applicant to develop in phases as infrastructure becomes available to serve the development. By working in phases, the developer can transfer some of their density to other areas within the development, allowing for the preservation of environmentally sensitive areas and still allowing for urban densities. At the same time, it will give the City reassurances that work will be completed in a timely manner of no more than 20 years through the use of a developer’s agreement.

A summary of the proposed changes that can be found in Chapter 3 – Land Use are as follows:

- Proposed Land Use Map (Page 3)
- Figure LU-4 (Page 15)
- Master Planned District (Page 17 through Page 19)

The attachments to this report include Chapter 3 of the Comprehensive Plan for your convenience.

### **PLANNING COMMISSION**

The Planning Commission heard this matter at a Public Hearing on August 11, 2020. All required public notices were conducted prior to the Lewis County decision in November 2019 and prior to the Chehalis Planning Commission hearing on August 11, 2020. City staff did receive some inquiries from the public on this proposal, but they were all contained to informational type questions and no concerns were raised.

Present at the hearing were staff and the applicant. No other members of the public attended.

After hearing from staff and the applicant, the Planning Commission discussed the issue and unanimously voted to recommend to the City Council that the changes to the Chehalis Comprehensive Plan be accepted as proposed. Ordinance No. 1010-B is included with this agenda report for the City Council's consideration.

### **FISCAL IMPACT**

There are no associated costs with the proposed 2019 Comprehensive Plan amendment.

### **RECOMMENDATION**

The Planning Commission recommends that the City Council adopt the 2019 Comprehensive Plan updates including the update to the Land Use Map and creating a new land use category of Mater Planned Development.

### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1010-B on first reading to adopt the 2019 Comprehensive Plan updates as proposed.

# Chapter 3

## LAND USE



The land use element of the comprehensive plan will guide decision-makers in defining how the land in Chehalis and its urban growth area (UGA) will be used to accommodate the projected population and employment growth over the next twenty years. The Future Land Use map (Figure LU1) describes the range of land uses that will occur (i.e., residential, commercial, industrial), and where those land uses will occur. This element presents a broad vision of the future allocation and distribution of land uses. The policies in this element define the density, intensity and character of these proposed land uses, and will provide guidance in the drafting of development regulations to implement this plan.

Historic land use patterns have determined the character of the city --the development of the downtown area; the location of homes and industries; the patterns of transportation corridors: all of these elements have helped to shape Chehalis' urban fabric. Land use decisions have determined where people reside, shop and work. They have also shaped the traffic patterns that determine the mobility of citizens, and the size, amount and type of parks and recreation areas that impact residents' quality of life. Land use decisions must consider and be sensitive to the natural environment and physical constraints within the community, and they must also reflect the visions and values of the citizens of the community. Land use decisions will continue to play a significant role in determining the quality of life in the city of Chehalis.

### RELATIONSHIP TO OTHER ELEMENTS

The land use element is the central component of the entire comprehensive plan. In conjunction with the Natural Environment element, it is the element upon which all other elements of the plan are based. Coordination between the land use element and the other plan elements is not only required by GMA, but it is essential in ensuring that the city can meet its land use, housing and economic development goals. The goals and policies expressed in this element, and shown on the Future Land Use map, are important in planning for the allocation, distribution and intensity of land uses. This information is also important in planning for the extension of streets and utilities, and for the siting

of facilities such as schools, police or fire facilities. Thus, this element will be the cornerstone of the Capital Facilities, Utilities, Housing and Transportation elements of this plan. In addition, possible future plan elements such as Economic Development or Parks and Recreation would rely on this element.

#### **DISTRIBUTION, LOCATION AND EXTENT OF LAND USES**

The city's existing land use pattern responds to the opportunities and constraints presented by natural features of the land, and also to the economic opportunities presented by rail and highway transportation corridors. The natural features of the land are described in the Natural Environment element. The Natural Environment Element also has provisions for the protection of the quality and quantity of groundwater used for public water supplies. Access to rail has attracted companies involved in manufacturing and distribution, while highway access and visibility has also promoted these activities, as well as commercial uses. Rail and highway access are described more fully in the Transportation element. As in most communities, housing development has followed economic opportunity.

#### **EXISTING DEVELOPMENT PATTERNS**

Chehalis developed in a north-south pattern along what is now the Burlington Northern-Santa Fe (BNSF) Railroad. The later construction of I-5 along this same general corridor reinforced this alignment. Commercial and industrial development is concentrated along this highway/rail corridor, with much of the new industrial growth occurring immediately to the south of the city. The high visibility from the highway attracts the commercial growth along this corridor. The economic energy of the city's traditional downtown has eroded over time as a result of competition from the commercial development along the highway. However, most city and county government offices and facilities have remained close to the city's central core.

Residential uses vary within the city, with the highest densities located close to the downtown. In outlying areas, lower densities predominate.

The flood plains of Coal Creek, Salzer Creek, and the Chehalis River present significant constraints to development in the northern and western portions of the city. Frequent flooding in these areas has resulted in limited development opportunities.

#### **LAND USE TRENDS**

Through many millennia, humans have settled in compact areas near the natural resources they needed. Early villages were small in size and population. Gradually, cities developed and grew, with people living, working, and socializing close together. Outside the cities, lands were either left in their natural state or used to supply food and other resources.

This pattern of compact development was predominant in North America during the 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, and early 20<sup>th</sup> centuries. Cities and towns had a mix of land uses and buildings, connected by a grid or semi-grid of streets. Every city had a "downtown" or central area where businesses and civic buildings were concentrated. The countryside was rural with large areas of open space.

By the 1950s, the combination of inexpensive automobiles and abundant new roads in the United States helped create a new pattern of development, sometimes called sprawl. In this pattern, people did not need to walk from place to place. In fact, walking to get somewhere would be difficult, since greater distances began to separate each type of land use, and

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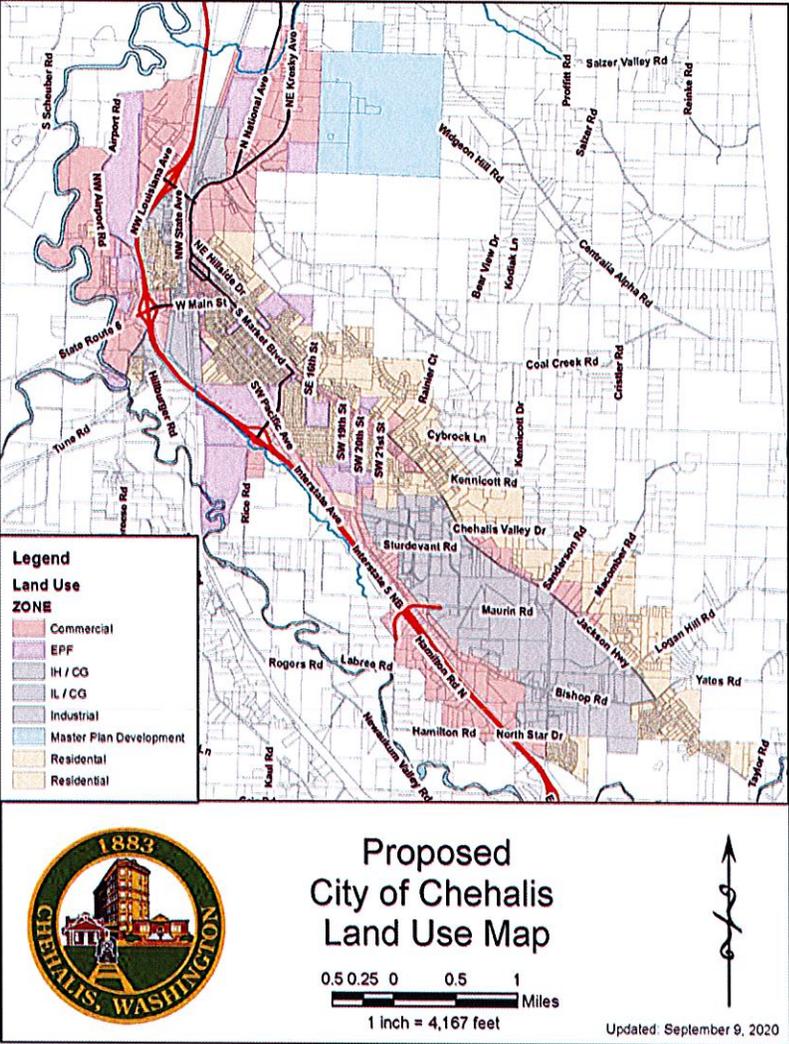


Figure 1

automobiles were given space and priority over pedestrians. The size of residential lots became bigger too. For example, where typical residential lots in the 1940s were 3000-5000 square feet, lots in later subdivisions would be 7500-10,000 square feet. Sprawl development had certain benefits, but it created new problems too. Farmlands and forests were rapidly eliminated in favor of subdivisions and strip malls. Flooding and drainage problems multiplied, exacerbated by increasing amounts of pavement and other surfaces that blocked natural stormwater absorption. Traffic congestion increased too, as more automobiles filled the roads. Their emissions led to greater air pollution. In Washington State alone, motor vehicles account for 57% of the air pollution.

“Every place looks the same” and “there is no there ~~there~~” are common refrains about the worst of sprawl development. The complaints echo the sense that wherever you go, you see the same layout of parking lots, fast-food chains, and traffic lights. In many suburbs, houses are hidden by their garages and separated from each other on dead-end lanes. Public spaces are rare. It is difficult for people to feel part of a community in these circumstances.

### **SMART GROWTH AND GROWTH MANAGEMENT**

Different areas of the U.S. began looking for relief from sprawl. In the 1970s, Oregon adopted a sweeping new growth management law that directed urban growth into designated urban areas and prevented it on farm and forestlands. In 1990, Washington adopted a growth management law with some similarities to Oregon’s. The main thrust in both cases was not to stop growth, but to direct it toward compact development patterns in urban areas and to preserve natural resource lands, open space, and environmentally sensitive areas.

Under Washington’s growth management act, every city is automatically an “urban growth area.” Certain other areas also can be designated as urban growth areas. Because of the broad definition for such areas, they vary a lot in character and scale. However, each must provide urban services, like sewer, and each must allow urban-type development in appropriate places. In Lewis County, the Chehalis Urban Growth Area encompasses unincorporated land, adjacent to the city of Chehalis. In 2016 Chehalis annexed 41 individual parcels totaling 173.5 acres. This was accomplished in two separate annexations. The first annexation was 116.5 acres zoned Industrial-Light. The second annexation was 57 acres. This included two parcels that are zoned residential (4.32 acres) and the remainder is zoned Essential Public Facilities, which will soon have two new elementary schools built upon it. The Chehalis Urban Growth Area total acreage has thus been reduced from previous totals.

### **BUILDABLE LANDS**

Under a state program that took effect in 1997, counties and cities in the Puget Sound region track how they are providing for buildable lands, achieving urban densities, and meeting other goals. Each jurisdiction has a target population and a target number of jobs that is expected to occur by 2040. These targets are based on countywide population forecasts by the Planned Growth Committee of Lewis County and are combined with local data on transportation, employment, development trends, and land supply. The county has adopted the targets into countywide planning policies. The County and the cities are each responsible for meeting these targets. Lewis County and its cities for the period of 2010-2016 have met the intermediate population projections forecasted by the State of Washington’s Office of Financial Management (OFM).

Each city must review the objectives and targets in its comprehensive plan, compared with what has happened in the intervening five years, and evaluate whether the plan and reality are consistent with each other. If they are not, the city must take reasonable measures to correct the problem. A review of the City of Chehalis' 2009 amended comprehensive plan, compared with current events, shows that the city is experiencing difficulty in meeting two plan objectives: (1) accommodating its population target of 11,230 residents by the year 2025; and (2) providing jobs for the population target. Some of this is due to the overall economic downturn that began in 2008. Therefore these numbers have not changed for the projected future allocations.

### Population Trends

Jurisdiction	2010			2016		
	City Population Census	UGA Population Estimate	City and UGA Population Estimate	City Population Census	UGA Population Estimate	City and UGA Population Estimate
Centralia	16,336	3,398	16,670	16,820	3,499	20,319
Chehalis	7,259	1,973	7,345	7,460	2,028	9,488
Morton	1,126	246	1,125	1,120	245	1,365
Mossyrock	759	91	760	745	89	834
Napavine	1,766	27	1,790	1,870	29	1,899
Pe Ell	632	12	635	640	12	652
Toledo	725	29	725	720	29	749
Vader	621	228	625	615	226	841
Winlock	1,339	326	1,340	1,340	326	1,666

Jurisdiction	2040				Increase		
	Adopted Allocation	Population Based on Highest Rate of Growth	UGA Population Based on Highest Growth	Highest Number Estimate	Increase Based on Allocation	Increase Based on Highest Growth-2010-2040	Increase Based on Highest Rate of Growth - 2016-2040
Centralia	22,535	27,219	26,280	27,219	2801	7485	5961
Chehalis	11,230	10,670	10,653	10,670	1998	1438	1165
Morton	1,869	1,584	1,531	1,869	497	212	167
Mossyrock	920	1112	1,035	1,112	70	262	200
Napavine	3,063	4,952	4,279	4,952	1270	3159	2381
Pe Ell	814	778	758	814	170	134	106
Toledo	1,131	919	877	1,131	377	165	128
Vader	885	1365	1,229	1,365	36	516	389
Winlock	4,550	2,238	2,111	4,550	2885	573	445

SOURCES: U.S. Census Bureau, Office of Financial Management and Lewis County updated February 2017

*Figure-1*

**URBAN DESIGN**

No matter the size of a city, how it is designed makes a big difference in livability. “Urban design” means the concept of planning streets, sidewalks, parks, open space, landscaping, buildings, and neighborhoods so they work together to make the community attractive, pleasant, safe, and convenient.

Quality design does not have to be extravagant or expensive. Rather, it can be a more thoughtful approach to many aspects of creating a development. Design describes more than appearance; design includes the way a development functions and how it relates to its surroundings.

The City of Chehalis has a set of design guidelines for certain commercial areas. The design guidelines should encourage development to be “pedestrian-friendly” and to include landscaping, art, and spaces for people to socialize.

**WALKABILITY**

“Walkable” and “pedestrian-friendly” are two design terms, often used interchangeably. They describe the qualities of a built environment that make walking and, to some extent, other human-powered transportation, a safe, enjoyable way to get from place to place.

In many ways, The City of Chehalis is a walkable city. It has a network of sidewalks, as well as several trails. People can walk to many destinations, within their own neighborhood and also to other neighborhoods.

The “Downtown Historic District” is a good example to consider. In 2009 the Lewis County Historical Museum, the Chehalis Renaissance Team with special help from the City of Chehalis and KELA-KMNT produced a historic Downtown Chehalis Walking Tour guidebook. From the “main core” of the Downtown Historic District of Market Boulevard and Boistfort Street, the tour includes forty-one historic buildings that house present-day eateries, retail shops and museums. Also included on the tour are the Lewis County Courthouse and the Northern Pacific Railroad Depot; which, now houses the Lewis County Historical Museum. The walking tour is shown in *Figure-2* below.

A five-minute walk translates to about one-quarter mile and a ten-minute walk to about one-half mile. These figures are often used to describe convenient walking distances for Americans.

**Walking Tour**

Chapter 3 page 6

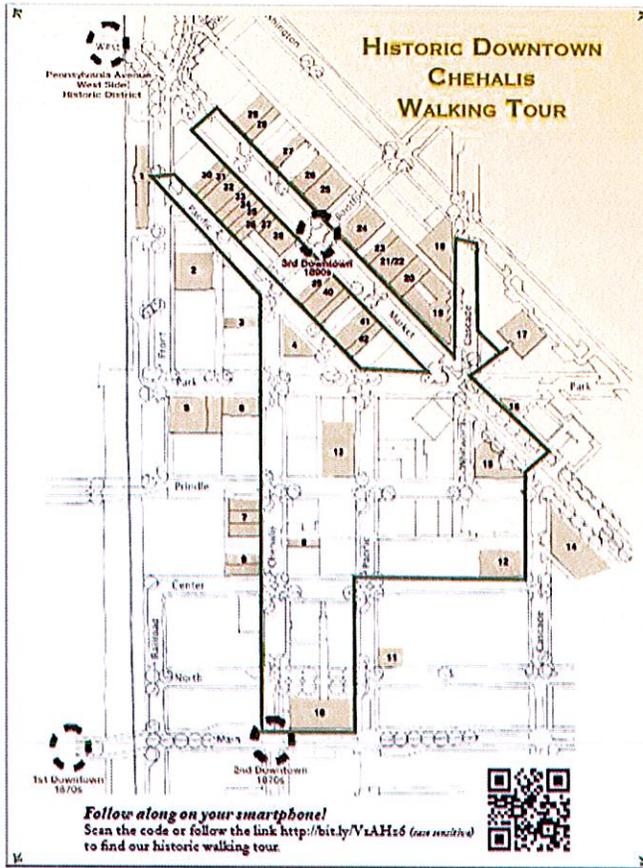


Figure-2

Source: Historic Downtown Chehalis Walking Tour Guide-updated December 2016

### HISTORIC SITES AND AREAS

The city of Chehalis has a rich history that is reflected in much of its architecture and many of its neighborhoods. Future patterns of land use and development must consider the community identity that is created by maintaining and preserving those sites and structures that remind citizens of their heritage. The city contains three districts and six buildings that are listed on the National Register of Historic Places. These listings are largely the result of efforts by the Chehalis Historic Preservation Commission. The three districts are shown on the following pages and maps.

- **West Side National Historic District.** This district was entered into the National Register of Historic Places in 1992. The area includes Pennsylvania and St. Helens Avenues and features several blocks of antique street lamps and elaborate homes from the carriage era. A total of 35 buildings within the district are considered significant. These buildings include commercial and

residential structures, anchored by the former Burlington Northern Railroad Depot. The depot is now the home of the Lewis County Historical Museum.

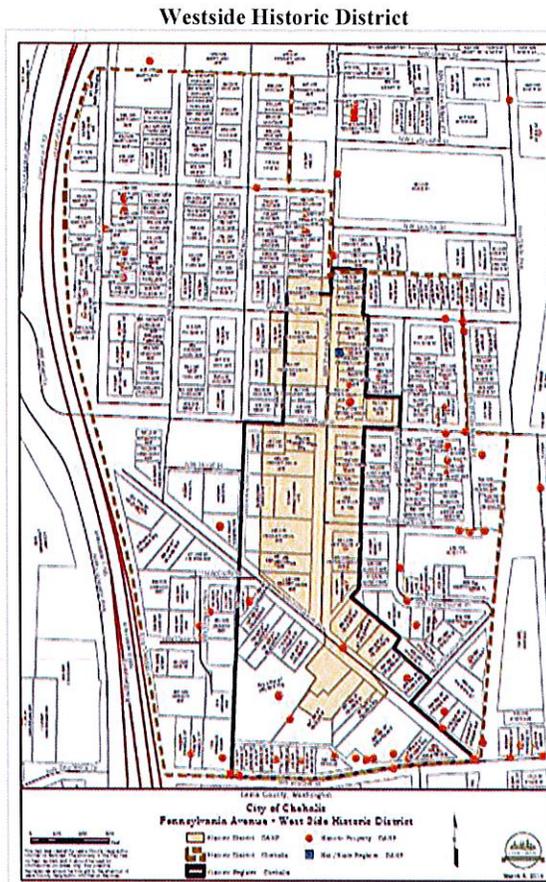


Figure-3

- **The Hillside Historic District.** This district was entered into the National Register of Historic Places in 1996. This district is shown on the following three maps:

Chapter 3 page 8

### Hillside Historic District Maps

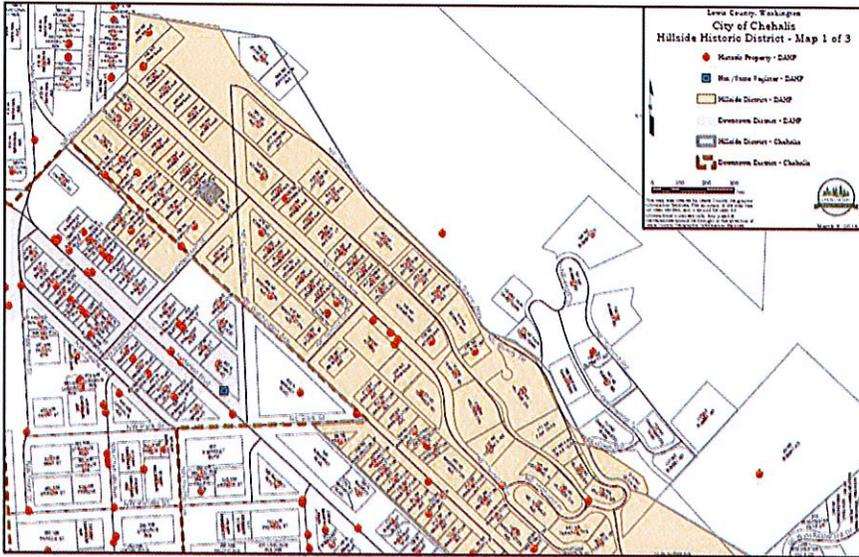


Figure-4

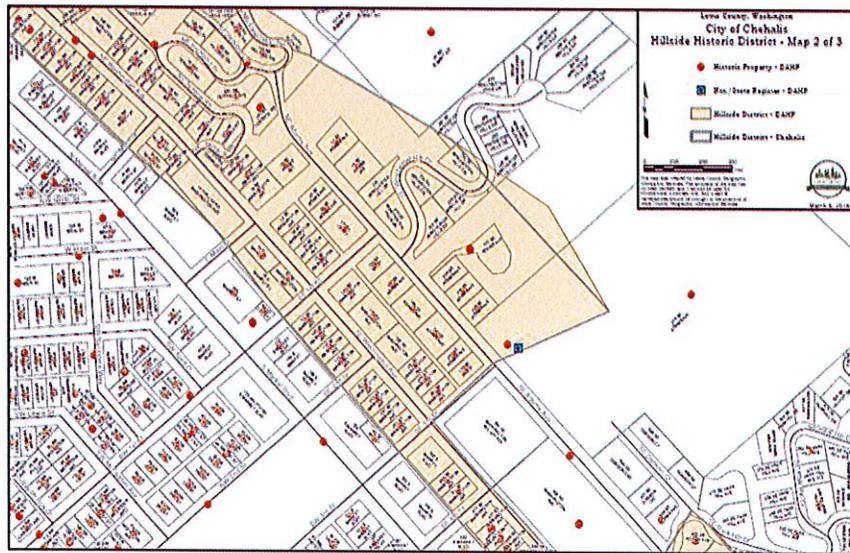
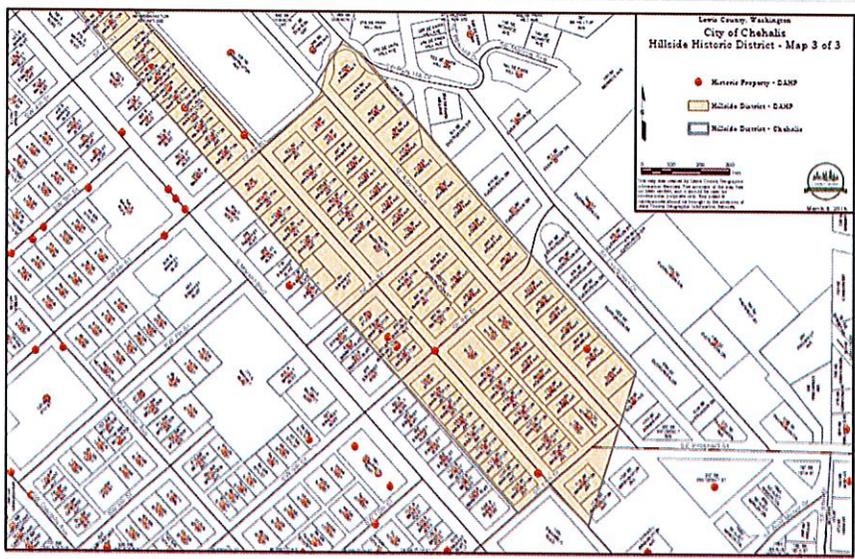


Figure-5



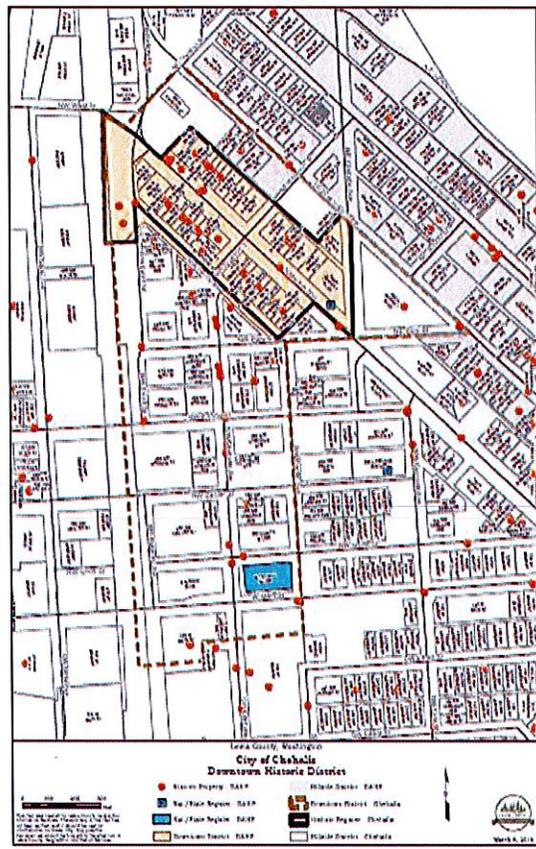
**Figure-6**

Source: City of Chehalis Community Development and Lewis County GIS Historic District maps updated 2016

**Historic District Map Downtown**

- The Downtown Historic District. This most recent addition to the National Register of Historic Places (added in 1997) runs generally between Main Street and Market Boulevard. It includes 21 significant buildings, and traces the development of the downtown through three city centers.

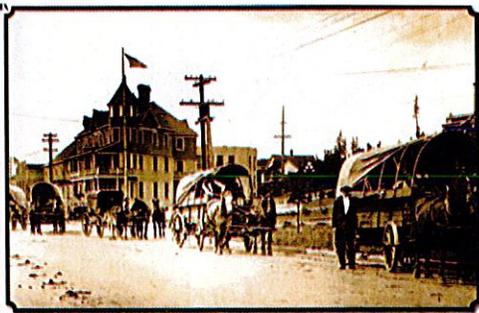
**Historic District Map**



*Figure-7*  
Source: Chehalis Renaissance Team/updated 2017

Most of the six buildings listed independently are also located within one of the three historic districts. The six buildings are described in detail below:

1. Burlington Northern Depot, 599 NW Front Street. As noted above, this building is now the Lewis County Historical Museum. Built in 1912, this Mission Revival style building was once the area's center of transportation.
2. Obadiah B. McFadden House, 475 Southwest Chehalis Avenue. Built in 1859 of squared logs, this is the oldest residence in Chehalis. It is also believed to be the oldest continuously lived-in residence in Washington.
3. John R. Jackson House. It is located at Mary's Corner, 11 miles south of Chehalis on Jackson Highway. The house was built in 1845.
4. Osmer K. Palmer House, 673 Northwest Pennsylvania Avenue. This residence is one of the area's finest examples of the American Foursquare architectural style. It was built in 1910.
5. St. Helens Hotel, 440 North Market Boulevard. This downtown landmark was built between 1917 and 1920, to replace the original hotel built on this site in 1894.
6. United States Post Office, 225 Northwest Cascade Avenue. A Depression-era Works Progress Administration project dedicated in 1933, this building is a fine example of classical architecture and stone detailing.



St. Helens Hotel, 440 North Market Boulevard

In addition to those buildings listed on the National Register, a number of additional buildings and sites have been identified locally as having historic significance.

Examples of these buildings include:

- Westminster Presbyterian Church, 349 North Market Boulevard. The oldest still existing non-federated Presbyterian Church in the Chehalis Valley, organized October 8, 1855.
- Royal Bakery, 242 Northwest Chehalis Avenue. The Royal Bakery, built in 1910, is representative of the commercial structures erected in the 'second' downtown along Chehalis Avenue and is one of the few existing buildings from that era that retains most of its integrity. Used primarily as a bakery, the structure has also been a barbershop, and an apartment building. In 1941, it became the area's first state liquor store. It is currently the Star Tavern.
- Advocate Printing, 429/431 North Market Boulevard. This commercial property was established in 1892.

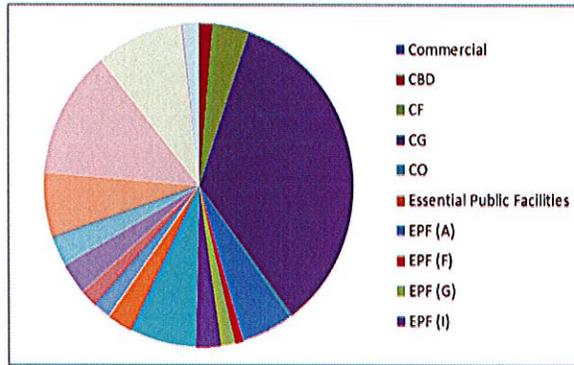
- Talmadge Tufts House, 382 Southwest Cascade Street. This Cape Dutch style home, constructed in 1928, is noted for the 'door to nowhere.'
- Turner House, 120 Southeast Washington Street. This two-story brick colonial was designed by George Wellington Stoddard, a renowned Seattle architect, and constructed in 1939. It is believed that this home was Stoddard's last design outside the Seattle area.
- Fred Allen House, 670 Northwest Pennsylvania Avenue. This English Cottage home was built for Mr. Allen, superintendent of the Coal Creek Lumber Company, and his wife, between 1912 and 1915. The home is historically tied to the lumber industry as the residence of one of the more prosperous managers.
- Residence, 585 Southeast Washington Avenue. This is a well-maintained craftsman-styled bungalow.
- Daniel T. Coffinan House, 647 Northwest St. Helens Avenue. One of the city's finest examples of the bungalow style, this house sits adjacent to a unique round barn with a domed roof. The barn and an accompanying carriage house were originally shared between this house and the one next door at:
- Noah B. Coffinan House, 675 Northwest St. Helens Avenue. The original owner was the founder of the bank and the land development company that helped to shape the development of the city.
- Mill Worker Cottages, Prindle Street. Several modest homes were constructed on the north side of Prindle Street between 1905 and 1912, to serve as employee housing for a nearby lumber mill. These homes take on an interesting social and cultural significance when compared to the homes on Pennsylvania and St. Helens Avenues, which were built during the same period for mill owners and other community leaders.

**ALLOCATION OF LAND USES**

The distribution of land uses also reflects the development constraints that occur in wetlands, flood ways, and other environmentally sensitive areas. Vacant land with such constraints should not be considered as part of the city's inventory of land available for future development. *Figure -8* shows the current allocation of land uses under the city's existing zoning.

**City of Chehalis Land Allocation by Zoning**

Zone	Acres	Percentage
Commercial		
CBD	53.96	1.45
CF	141.5	3.79
CG	1285.24	34.5
CO	10.6	0.28
Essential Public Facilities		
EPF (A)	200.69	5.38
EPF (F)	32.96	0.88
EPF (G)	53.32	1.43
EPF (I)	99.91	2.68
EPF (P)	256.56	6.89
EPF (S)	98.06	2.63
EPF (U)	67.34	1.8
EPF (W)	66.14	1.78
Industrial		
IH / CG	120.5	3.23
IL	111.15	2.98
IL / CG	242.67	6.5
Residential		
R1	479.63	12.88
R2	333.26	8.9
R3	11.61	0.31
R4	59.21	1.58
Total	3724.31	



*Figure-8*

Source: Washington state Office of Financial Management / Updated January 2017

**TRANSPORTATION CORRIDORS**

While not designated as such on the Future Land Use Map, important transportation corridors such as I-5, rail lines, and arterial streets are essential to the continued economic health of the community. Additional transportation corridors may be designated in the future, as the need arises.

The following is a list of Chehalis' major land use designations with general land use descriptions in *Figure -9*. A complete list of permitted uses, bulk and dimensional requirements, general conditional uses and unclassified uses may be found in the city's current development regulations.

### Zoning Designations

Corresponding Comprehensive Plan Designation	Corresponding Zoning Designation
Residential, Low Density	1. R-1: single-family residential – low density; 4-6 du/ac
	2. R-2: single-family residential – medium density; 4-10 du/ac
	3. R-3: multifamily residential – medium density; 6-18 du/ac
Residential, High Density	4. R-4: multifamily residential – high density; 10-24 du/ac
	5. R-UGA: urban growth area residential; provided, the R-UGA zone shall be further subdivided into the following categories:
R-UGA: urban growth area residential;	a. R-1: single-family residential – low density; 4-6 du/ac
	b. R-2: single-family residential – medium density; 4-10 du/ac
	c. R-3: multifamily residential – medium density; 6-18 du/ac
	d. R-4: multifamily residential – high density; 10-24 du/ac
Master Planned District- Residential and Commercial	Master Planned District- Residential and Commercial
EPF: essential public facilities	6. EPF: essential public facilities; provided, the EPF zone shall be further subdivided into the following categories:
	a. EPF(A): airport;
	b. EPF(C): cemetery;
	c. EPF(F): fairgrounds;
	d. EPF(G): government;
	e. EPF(H): hospital;
	f. EPF(I): institution;
	g. EPF(P): park/playground;
	h. EPF(S): school;
	i. EPF(U): utility;
	j. EPF(W): wetland;
Commercial	7. C-O: commercial office/mixed use;
	9. C-G: general commercial;
	10. C-F: freeway-oriented commercial;
	11. CBD: central business district;
	12. I-L: light industrial;
Industrial	13. I-H: heavy industrial.

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**Figure-9**  
SOURCE: Chehalis Public Works

The land use pattern described above is also reflected in the city's zoning map. This pattern reflects a balance of uses and densities that helps to define the community's character.

Land uses within the city are allocated between residential, commercial, industrial and essential public facility uses.

The city's zoning ordinance regulates land use densities by establishing minimum dwelling unit (DU) density that is calculated on the zone and maximum DU density is calculated on the lot. Because of the high value placed on open space, proposals for residential development that save open space by clustering development will be encouraged.

**SINGLE FAMILY RESIDENTIAL**

The single family home is seen as the cornerstone of a community. It is the basic form of housing that often determines the character of the community. Single family residential R-1 and R-2 zoning

constitutes 21.78% of the total land area. The amount of land zoned for single family development in R-1 and R-2 zones according to current city zoning regulations is approximately 817 acres.

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According to records of the Lewis County Assessor's office, the total number of single family housing units located in the city in 2016 was 1,913. However, not all single family housing is located in the R-1 and R-2 zones, as this housing type is a permitted use in R-3 and R-4 zones, if the lot size in these zones allows only one unit under the density calculation; otherwise it is conditionally permitted. The vision of Chehalis' future residential development includes both single family and multi-family development, subdivided further by development densities. Because of the high value placed on open space, proposals for residential development that save open space by clustering development will be encouraged. New development in this density range may occur in appropriate areas of limited size, with close proximity to shopping, public transit, and other necessary services. Manufactured housing will be permitted in these areas, as well.

- The intent of the R-1 low-density zone is to provide an area for development of low-density single-family residences with relatively larger lot sizes and adequate public facilities, and with zoning controls designed to protect the residential living environment. Conditional uses are limited and must protect the residential character of the zone. [Ord. 720B § 1, 2002.]  
The minimum lot size in the single family (R-1) residential zone is 7,500 square feet. This lot size will generally result in a density of approximately 4 to 6 dwelling units per acre (du/ac).
- The intent of the R-2 medium-density zone is to provide an area for development of a higher density of single-family residences than the R-1 zone, including relatively smaller lot sizes with adequate public facilities. Zoning controls are designed to protect the residential living environment and provide for a variety of conditional uses under special or unique circumstances. [Ord. 720B § 1, 2002.]  
The minimum lot size in the single family (R-2) residential zone is 5,000 square feet. This lot size will generally result in a density of approximately 4 to 10 dwelling units per acre (du/ac).

#### **MULTI-FAMILY RESIDENTIAL**

The higher residential densities permitted for multi-family housing are typically the most common method of promoting more affordable housing. The city may provide an affordable housing incentive program; which may include, but is not limited to, one or more of the following:

- Density bonuses within the urban growth areas;
- Height and bulk bonuses;
- Fee waivers or exceptions;
- Parking reductions; or
- Expedited permitting.

The amount of area zoned to permit multi-family development, which includes land in the R-2, R-3 and R-4 zones, is approximately 401 acres. This amount represents approximately 11.29% of the total land area in the city.

- The intent of the R-3 zone is to provide an area for a variety of housing types at a limited density, including institutional, with adequate public facilities and zoning controls

designed to protect the residential living environment. Conditional uses must protect any adjacent residential development. [Ord. 720B § 1, 2002.]

The minimum lot size in the multi-family (R-3) residential zone is 5,000 square feet. This lot size will generally result in a density of approximately 6 to 18 dwelling units per acre (du/ac).

- The intent of the R-4 zone is to provide an area for development of high density housing types, including institutions, with adequate public facilities and zoning controls designed to protect the residential living environment. Conditional uses must protect any adjacent residential development. [Ord. 720B § 1, 2002.]  
The minimum lot size in the multi-family (R-4) residential zone is 5,000 square feet. This lot size will generally result in a density of approximately 10 to 24 dwelling units per acre (du/ac).

### **Master Planned Development (MPD) District**

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The type and timing of land use development in the City of Chehalis and surrounding areas is the result of a variety of economic, social and physical variables. Growth is influenced by the topography, environmental constraints, economic conditions, the proximity and capacity of services including water and sewer, and the availability of convenient transportation networks as well as population projections (allocations). Population projections/allocations are assigned to the counties throughout Washington State by the Office of Financial Management. Upon receiving this information, the county works with local jurisdictions to assign areas of urban growth in conjunction with the plans and goals of that city.

The Growth Management Act (GMA) (Chapter 36.70A RCW) requires that all the aforementioned items be taken into consideration when planning growth for cities. It is also the goal of GMA to ensure that all lands brought into a cities' jurisdiction be able to develop at urban densities with an urban level of services (RCW 36.70A.020). And one of the most common ways to do this is through the urban growth area (UGA). It is the purpose of the Master Planned Development District (MPD) land use classification to provide flexibility and clarity when transitioning land from county to UGA to city jurisdiction. The MPD also provides that if land can not be developed at an urban level of service as defined through the GMA and Lewis Countywide Planning Goals and Policies within twenty years then the land will revert to Lewis County. This flexibility gives developers time to create plans and see them to fruition while still giving the city peace of mind that, if the land is not developed to urban densities by the twenty year mark, population allocations can be reassigned and other UGAs be created to allow the city continued growth.

The MPD designation is intended to take advantage of undeveloped/underdeveloped areas within the county jurisdiction that owners/developers want to bring into city jurisdiction, to create residential developments with a mix of neighborhood scale commercial, civic uses, open spaces or public facilities. An MPD can be applied to land that is within the City's Urban Growth Area, which when approved, results in a clear understanding of how the development will connect to urban services, addresses residential building types and densities and forecasts when annexation into the City would occur.

Areas with an MPD designation are intended to develop only after approval of an MPD permit pursuant to Chehalis Municipal Code. An MPD may include residential and commercial uses clustered around private and community open space, supported by adequate services and facilities. As part of the process of approving an MPD, a specific development plan or site plan shall be prepared and will specify the residential and nonresidential uses, densities and intensities, phasing of development, and specific development standards that apply to the site.

### MPD Goals and Policies

1. LU/MPD Goal 1: Provide for land uses in the Chehalis Urban Growth Area that conform to the Growth Management Act, Lewis County Comprehensive Plan, and County-wide Planning Policies and that consider the provision of urban services to the area.
2. LU/MPD Goal 2: The Master Planned Development designation (MPD) is in Chehalis' Urban Growth Area and can be urbanized at such time that a full range of urban services can be efficiently provided. The primary purpose of the MPD designation is to promote an orderly transition from rural land uses and densities to urban land uses and densities.
  - o Policy 2.1: The MPD zoning district allows urban density development when a full range of urban services are provided. In areas where such services do not exist, the minimum density is one dwelling unit per five acres.
  - o Policy 2.2: Development within the MPD zoning district is anticipated to occur in phases. Phases of a MPD district may be annexed into the City when urban level of services are met. Phasing and development shall be designed to prevent conditions that will fail to meet annexation requirements in RCW 35A.14, Annexations by code cities such as pockets of county jurisdiction surrounded by city jurisdiction.
3. LU/MPD Goal 3: The MPD designation reserves certain land in the UGA for future urban purposes and allows interim uses that are complementary and compatible with future urban densities and services. The designation intends to encourage the responsible growth by assuring that a full range of urban services is available to support urban level densities.
4. LU/MPD Goal 4: Provide opportunities for a diversity of housing types in the Urban Growth Area.
5. LU/MPD Goal 5: Permit development concurrent with public facilities and services needed to support that development.
6. LU/MPD Goal 6: Provide for alternative, innovative forms of development that preserve open space and promote a balanced mix of housing, employment, civic and recreational activities.
  - o Policy 6.1: Provide significant opportunities for public involvement when considering an MPD proposal
  - o Policy 6.2: Require innovative site design and use of techniques that provide for environmentally sustainable development.
  - o Policy 6.3: Best engineering practices for low impact development which preserve existing vegetation, topography, and natural drainage are encouraged.
7. LU/MPD Goal 7: The predominant land use pattern within the MPD designation should be residential, allowing a variety of housing types and densities, neighborhood scale commercial in specific designated areas, parks and other public uses.
8. LU/MPD Goal 8: Complete execution of the MPD must occur within twenty years.
  - o Policy 7.1: Require a developer's agreement along with the MPD stating that the developer understands that parts of the plan that are not developed within the twenty-year time frame will revert to Lewis County.

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### MPD Designation Criteria

- Existing or planned public facilities are adequate to support the planned development density.

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- The development plan contains standards that will allow development while providing appropriate protection to environmentally sensitive areas. The level of protection must be equal or better than that provided by the City's environmentally sensitive area policies and regulations.
- The development plan requires flexibility to meet the requirements of an MPD.
- The MPD will provide public benefits, in the form of preservation or enhancement of physical characteristics, conservation of resources, provision of employment, improvement of the City's fiscal performance, provision of adequate facilities, and other public benefits identified by the City.
- At least 30% of the MPD site is devoted to open space uses, which may include recreational amenities.
- Adequate mitigation, consistent with Chehalis Municipal Code and state and federal codes for adverse impacts on the community, neighborhood, and environment is provided.
- MPD net densities are urban (minimum 4 dwelling units per acre).

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## INDUSTRIAL

The economy of an area generally relies on industry to provide its greatest employment opportunities. In 2016 the city annexed additional properties in the Industrial zones. The city now contains approximately 474 acres of land representing 12.71% of the city's total land area zoned for industrial use. In general, this land is located in areas that can take advantage of proximity to the airport, I-5 or access to rail lines. It is classified as being either light industrial (I-L) or heavy industrial (I-H).

- The intent of the (I-L) zone is to provide an area for development of limited industrial uses, typically contained within a building, limited commercial retail activity, typically large, bulky products, and employee-related accessory uses. Zoning controls will be designed to require mitigation of impacts that may occur with such development. [Ord. 720B § 1, 2002.] The minimum lot size in the I-L industrial zone is 5,000 square feet.
- The intent of the I-H zone is to provide an area for development of general industrial uses and employee-related accessory uses. Zoning controls will limit such uses to those that would not create a significant adverse impact on the community. [Ord. 720B § 1, 2002.] The minimum lot size in the I-L industrial zone is 5,000 square feet.

## COMMERCIAL

Another important factor in the local economy is the availability of land for commercial purposes. Whether for offices, retail establishments, or similar uses, commercial property provides jobs and tax revenues that are essential to the community's economic health. In Chehalis, commercial land includes the Central Business District (CBD) and other commercially zoned areas located along Market Boulevard, along Pacific Avenue, in the vicinity of the airport, in the Kresky Avenue area and Highway Interstate 5. Approximately 1491 acres are zoned commercial which is approximately 40% of the city's land area.

## GENERAL COMMERCIAL

The General Commercial zone (C-G) is the largest commercial zone in the city with approximately 1285 acres and encompasses 34.5% of the total land area of the City of Chehalis. The majority of the C-G land use surrounds the Chehalis airport. The C-G that is located directly east of the Chehalis

airport is bounded to the east by Interstate 5 and the C-G that lies west of the airport is bounded by the western Chehalis city limits. The second largest concentration of C-G land use is in the N

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N National Avenue and NE Kresky area and extends eastward to the Chehalis City Limits. The bulk of the remainder of the commercial zone is along Market Boulevard.

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- The intent of the C-G zone is to provide an area for development of general commercial businesses, offices, retail stores, institutions, and similar commercial uses, with zoning controls designed to require mitigation of significant impacts which may occur with such development. [Ord. 720B § 1, 2002.]  
The minimum lot size in the C-G commercial zone is 5,000 square feet.

#### **CENTRAL BUSINESS DISTRICT**

The Central Business District is located in a rough triangle of land defined by Main and State Streets and Market Boulevard. This area includes several banks, savings and loans, government offices, retail specialty shops, restaurants, insurance firms, and other services. The CBD is approximately 57 acres encompassing approximately 1.45% percent of the city's total land base.

- The intent of the CBD zone is to provide an area for development of high-density commercial activity, typically pedestrian-oriented, with zoning controls designed to accommodate the unique characteristics of such an urban or core-area development. [Ord. 720B § 1, 2002.]  
The minimum lot size in the CBD commercial zone is 1,000 square feet.

#### **FREEWAY COMMERCIAL**

The Freeway Commercial Land use area is adjacent to Highway Interstate 5. It encompasses 141 acres with nearly 3.79% of the city's total land use.

- The intent of the C-F zone is to provide an area for development of freeway-oriented businesses, primarily tourist facilities such as gas, food and lodging, and retail trade/shopping centers. Zoning controls will provide for such development and minimize the intrusion of non-freeway-oriented development in such an area. [Ord. 720B § 1, 2002.]  
The minimum lot size in the C-F commercial zone is 5,000 square feet.

#### **COMMERCIAL OFFICE/MIXED USE**

Certain areas of the city are experiencing a transition from residential to non-residential uses. This is especially true for the CO zone. This transition is considered appropriate and has generally been encouraged. The predominantly single family dwellings are gradually being replaced by multi-family dwellings, professional offices, and small-scale mixed uses. Since many of the older single family structures in this area are becoming both structurally and functionally obsolete, the transition is generally regarded as positive for the future of the area. This zone will continue to transition in the next 20 years.

- The intent of the C-O zone is to provide an area for development of limited commercial activity, generally along arterial streets, where existing residential usage is expected to remain for a longer period of time. Zoning controls will provide protection for existing adjacent residential uses but will also provide for the conversion of the area to commercial uses. [Ord. 720B § 1, 2002.]  
The minimum lot size in the C-O commercial zone is 5,000 square feet.

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### AIRPORT SERVICE DISTRICT

Airports are a special form of land use. They can provide unique economic and recreational opportunities to a community, but they can also be seen as a nuisance by abutting property owners if land development surrounding the airport cannot tolerate the noise generated by airport operations. The ASD is a special 'overlay' district that provides for the appropriate development of the airport and surrounding properties. The clear intent of this designation is to ensure that development at and around the airport occurs in a manner that is compatible with the continued and expanding operation of the airport facility. The ASD contains approximately 295 acres, and encompasses the entire general area of the airport as illustrated in *Figure-10*. A majority of the ASD is also within the 100-year flood plain.

- There shall be, and hereby is, created a special district to be known as the airport service district. This district shall be subdivided into the following eight subcategories consistent with the Aircraft Accident Safety Zone:
  1. ASD-0 – Identified as the “primary surface” in said Aircraft Accident Safety Zone Diagram;
  2. ASD-1 – Identified as the “runway protection zone” in said diagram;
  3. ASD-2 – Identified as the “inner safety zone” in said diagram;
  4. ASD-3 – Identified as the “inner turning zone” in said diagram; provided, this zone shall be further subdivided into west and east categories;
  5. ASD-4 – Identified as the “outer safety zone” in said diagram;
  6. ASD-5 – Identified as the “sideline safety zone” in said diagram;
  7. ASD-6 – Identified as the “traffic pattern zone” in said diagram; provided, this zone shall be further subdivided into west and east categories; and
  8. ASD-7 – Identified as the “65 ldn noise contour” in the adopted airport master plan.

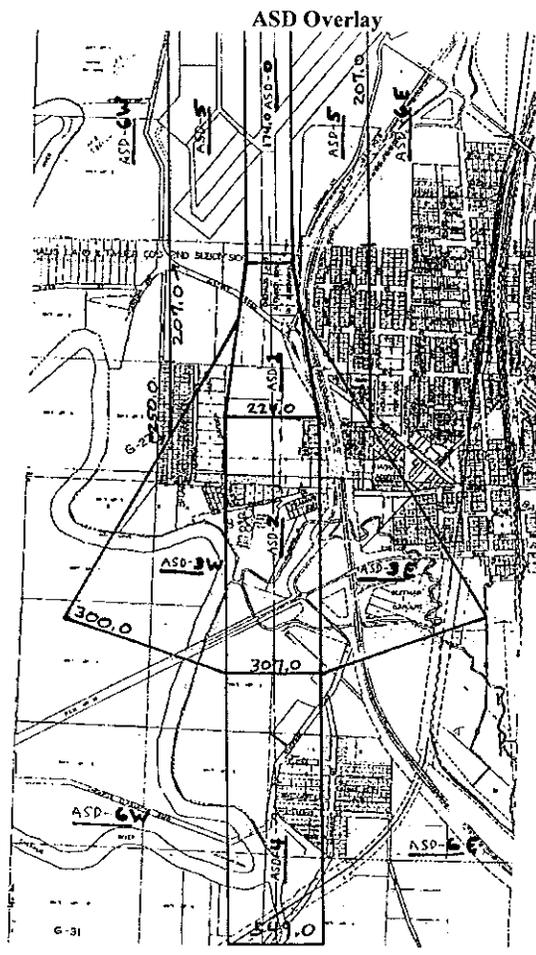


Figure-10

Source: City of Chehalis Community Development

## **HISTORIC DISTRICT**

The Historic Districts define the early architectural heart of the City of Chehalis. Currently, the city has three Historical Districts: the Westside Historical District (approximately 80 acres); the Downtown Historical District (approximately 38 acres) and the Hillside Historical District (approximately 78 acres). The total approximate acreage for the combined Historic Districts is 196 acres.

- A. There exist districts within the city, containing business uses, but also containing residential and other uses, which were platted and built upon before the advent of current zoning and building codes.
- B. Buildings and uses within such historic districts, due to the age and condition of the buildings and structures, small lot size and high degree of lot coverage, suffer from unique problems when required to adhere strictly to current zoning and building regulations.
- C. It is unduly difficult to repair, remodel or improve existing buildings in the historic districts for existing uses or to establish new uses therein, whenever such actions cause the building or use to be required to meet current zoning and building regulations.
- D. Variances from the requirements of current zoning and building codes are an inappropriate means of dealing with the problems of the historic districts; as such problems that arise from characteristics applicable to a large number of buildings within such districts rather than from the unique characteristics of each individual property.
- E. This state of affairs contributes to the continued physical deterioration of buildings, and to the loss of the ability to sustain viable business and other uses, in the historic districts.
- F. Preservation and enhancement of the historic districts are deemed essential to preserve community identity and sociological integration as new development occurs in other parts of the city.
- G. It is in the public interest to provide appropriate relief from the requirements of the strict application of current zoning and building codes when so doing will serve to preserve and enhance buildings and uses in the historic districts and the public health and safety are not thereby endangered. [Ord. 720B § 1, 2002.]

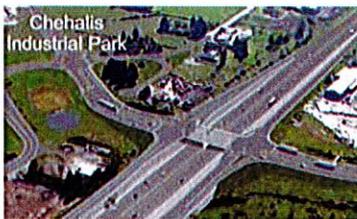
## **FOREIGN TRADE ZONE**

The Department of Commerce created an FTZ covering approximately 90 acres along the southern portion of the airport and crossing Highway Interstate 5 to the northern most Light Industrial zoned area.

- From time to time the U.S. Department of Commerce may create additional FTZ zones within the city or its UGA. Creation of such zones is subject to the procedures and requirements specified in 15 CFR 400, et seq. [Ord. 720B § 1, 2002.]

### INDUSTRIAL DEVELOPMENT DISTRICT

The City of Chehalis' Industrial Development district is under the auspices of the Port of Olympia. The Port has two industrial Parks as shown in *Figure-11*.

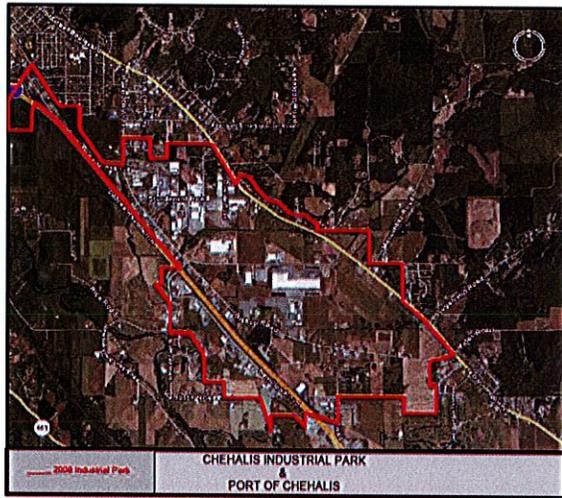


The Chehalis Industrial Park is located next to Interstate 5. It has over 700 acres with more than 200 acres available for new development. It is also in close proximity to US 12, this provides year-round access East over the Cascades. The Park is served by both the UPRR and BNSF railroads.

The Curtis Industrial Park is located 10 miles west of Interstate 5 and Chehalis via State Route 5. The park has 357 acres and available shortline railroad service to BNSF and UPRR railroads.



**IDD Overlay**



**Figure-11**

Source: Lewis County GIS

### ESSENTIAL PUBLIC FACILITIES

The intent of the EPF zone is to provide an area for development of public or semi-public facilities determined by the community to be essential to the well-being and function of the community. Such facilities generally require strategic locations which may necessitate unique zoning controls. [Ord. 720B § 1, 2002.]

The Essential Public Facilities is subdivided into the following categories:

- EPF(A): airport;
- EPF(C): cemetery;
- EPF(F): fairgrounds;
- EPF(G): government
- EPF(H): hospital
- EPF(I): institution
- EPF(P): park/playground;
- EPF(S): school
- EPF(U): utility
- EPF(W): wetland

### OPEN SPACES AND NATURAL LANDS

This category generally includes private outdoor recreation areas, wooded areas, pastures and fields, and land upon which development cannot occur due to physical constraints such as steep slopes, wetlands, and floodways. Open spaces with an accompanying Open Space Map are discussed in the Natural Environment Element of this plan.

### **CONSTRAINTS TO DEVELOPMENT**

Future opportunities to develop land within the city are constrained by certain elements or conditions, both natural and man-made. Natural constraints include floodways, shoreline areas, steep slopes, critical aquifer recharge areas (CARAS) and wetlands. Man-made constraints are more difficult to quantify. They include elements such as a rail line running through a residential area, non-conforming uses that reduce the value of neighboring properties, or soils contaminated by prior uses. For the purposes of this plan, it is assumed that man-made constraints may be remedied by utilizing appropriate design, buffering, or other techniques. Thus, only natural constraints are considered here.

Natural constraints to development are 'critical areas'. Of the city's 4,052.4 acres of land, fully 2,884 acres, or more than two-thirds of the city's total land area, is encumbered by some form of natural constraint. The largest constraint is the floodplain that overlaps the floodway and most of the NWI wetlands. Steep slopes constitute only 24 acres (excluding roads) in the Critical area calculation of 2,884 acres.

### **EXISTING DEVELOPMENT PATTERNS AND OPPORTUNITIES**

Chehalis developed in response to natural and man-made development opportunities. The river, the railroad and, later, the highway, all served as means of promoting growth and development. At the same time, the constraints noted in the preceding section discouraged development in specific areas.

As is typical of most communities, the highest density of development occurred first in or near the city's central core. Later, industrial development followed rail lines and commercial development spread in a pattern of strip development along I-5 and several arterial streets. The lowest density of development is single family homes on larger lots on the outskirts of the community.

Today the city is largely built out, with relatively few large parcels of vacant land left for development. Remaining development opportunities consist mainly of infill development on smaller parcels, development of larger parcels with significant natural or man-made constraints, conversion of existing residential lots into commercial uses or re-development of vacant or underused buildings.

### **URBAN GROWTH AREAS**

Urban Growth Areas (UGAs) are generally defined by the GMA as "areas within which urban growth shall be encouraged . . ." Cities, by definition, are included in UGAs. In addition to lands located within cities, counties are mandated to determine sufficient additional land to include within UGAs "to permit the urban growth that is projected to occur within the county during the succeeding twenty-year period." According to GMA, "urban growth should be located first in areas already characterized by urban growth that have existing public facility and service capacities to serve such development." In addition, "urban growth should be located second in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources."

On May 4, 1998, the Lewis County Board of County Commissioners adopted Ordinance 11-59, approving the Interim Urban Growth Area (IUGA) for the city of Chehalis. Minor modifications have since been made to the approved IUGA, following negotiations with the city of Napavine. Resolutions approving the modifications have been enacted by both cities. In addition, subsequent minor modifications have been made at the request of Lewis County, pursuant to negotiations with

property owners involved in an appeal of the IUGA. The IUGA, as modified by agreement, is shown in Figure LU-6. In determining the size and composition of the IUGA, the city and the county reviewed the following:

- The twenty-year population projections provided by the state's Office of Financial Management
- The limited amount of vacant land that exists within the city;
- The amount of land within the city that includes critical areas and other significant constraints to development;
- The amount of land immediately outside the city that is already characterized by urban growth; • existing development patterns within the IUGA;
- The extent to which the Port of Chehalis Industrial Development Districts (IDDs) are needed to accommodate regional employment goals;
- The extent to which urban services such as public water and sanitary sewer lines are already provided in areas outside the city; and
- The constraints to urban expansion that exist to the north, east and west of the city.

In 2007 the city formally adopted the UGA.

There are five separate areas that make up the UGA. The largest area, located to the south of the city, includes all of the land designated for industrial use, a significant amount of land for commercial use, and a small amount of residential land. The remaining areas include residential land to the east of the city, and two nodes of commercial land located north of the airport, and south of the I-5 interchange at Parkland Drive and a park off Riverside Road that is zoned as an essential public facility EPF.

## **EXISTING LAND USES**

### **AGRICULTURAL**

It is estimated that agricultural land uses in the area to the south of the city include nearly 700 acres of land. It is important to note, however, that none of the land in this area is designated by Lewis County as having long-term commercial significance for agricultural use. Furthermore, none of this land is zoned by the city of Chehalis or by Lewis County as agricultural land. The existing agricultural uses are regarded as preexisting, non-conforming uses. These properties have a right to remain and continue to be used for agricultural purposes, but any future re-development of these properties will be required to conform to the higher intensities of land uses that will be determined by Lewis County to be permissible within the UGA.

### **INDUSTRIAL**

The Port of Chehalis has designated two Industrial Development Districts (IDDs), collectively containing 1113.76 acres of land, within the UGA to the south of the city. The districts are bounded generally by Berwick Creek to the south, Jackson Highway to the east, and Bishop Road to the south and west.

### **COMMERCIAL**

Approximately 677 acres located near Bishop Road or along Jackson Highway are currently zoned for commercial uses in the UGA.

### **RESIDENTIAL**

Currently, there are 1193 acres of residential zoned land in the UGA.

## **INSTITUTIONAL**

Greenwood Cemetery is located within the UGA, in an Essential Public Facility Zone EPF(C); Fern Hill Cemetery, also in the UGA, is in a commercial area. It should be noted for many planning purposes that cemeteries may also be considered as open space.

## **CRITICAL AREAS**

The UGA includes some areas of wetlands, flood ways, and steep slopes. The existence of these areas will present constraints to future development. These critical areas also have significance with regard to the size of the UGA. Because these areas present limitations to development, the analysis of land available within the UGA must consider developable land, rather than all land see the critical areas.

## **FUTURE LAND USE NEEDS ANALYSIS**

The two primary elements that will determine the amount of additional land needed to accommodate the city's growth during the next twenty years are population and employment. Population growth will directly impact the amount of land needed for housing, and will have a less direct impact on land needed for non-residential uses such as commercial and industrial. This less direct impact upon non-residential uses reflects the regional economy of Lewis County and the State of Washington, where employers and commercial establishments attract workers and buyers from a wider area, and where local residents often travel outside the area for work or commerce. The calculations for land needed for future employment growth needs will thus require an analysis of local population growth that also takes into account these regional travel patterns.

## **POPULATION TARGET**

As of 2016, the City of Chehalis' population was 7,460 according to the Office of Financial Management. To meet the City's adopted target of 11,230 by 2040, 3770 more people will need to live here. At 2.46 persons per household, that means about 1533 more residential units will be needed during the 2017-2037 period. In order to meet this objective, the City of Chehalis will need to take an aggressive approach that encourages compact development with a variety of land uses and annex more land.

## **EMPLOYMENT GROWTH**

A countywide forecast of employment growth through 2025 was completed in 2005 by E.D. Hovee and Company, at the request of the Lewis County Economic Development Council (EDC). That study, the Lewis County Industrial Needs Analysis, indicates that the total number of (non-agricultural) wage and salary jobs in the county will increase to 32,900 by 2025, and that 10,005 of those jobs, or 30% of the total, will be in the industrial sector. That forecast makes the following assumptions:

- Total 2040 Lewis County population will reach anywhere between 72,965 and 111, 684
- The county will achieve a labor force participation rate of 44.3%;
- The county's unemployment rate will drop to 7.9%
- The county's employment base will continue to shift to a more diverse, urbanized economy.

Based upon the economic development policies adopted by the EDC and the county itself, these assumptions, while aggressive, appear to be within reason. Together, Centralia and Chehalis constitute the bulk of Lewis County's employment base. Thus, it is expected that the two cities will accept the majority of the county's employment growth during that period. For the purposes of this analysis, employment growth will be broken down into industrial and commercial employment.

Industrial employment includes jobs in manufacturing, assembly, warehousing, trucking, construction, utilities, and wholesale trade. Commercial employment includes retail trade, professional offices, services, finance, education and government. Because agricultural employment is declining (1.5% in the county from 2000-2005) agricultural employment is not included in either category. Based on recent trends and the availability of land, it appears that the majority of industrial employment growth has occurred in Chehalis and its UGA, while the bulk of commercial employment growth has occurred within the greater Centralia area.

#### **FUTURE LAND USE NEEDS**

The city of Chehalis is virtually built out. Most of the undeveloped land within the city contains significant constraints to development due to the presence of wetlands, steep slopes, or floodways. Lesser constraints, such as location within a flood plain, require more costly design than properties without such constraints. In addition, properties located in proximity to the airport may face additional restrictions to ensure that future development does not conflict with current airport uses or activities. Simply put, almost all of the most easily developable land has already been developed. While the higher densities and intensities of land uses promoted by GMA will result in more compact development patterns, the need to expand beyond the existing corporate boundaries of the city, especially to accommodate needed economic expansion, will become clear. In other words, Chehalis will need to continue to annex additional areas in order to meet projected growth.

#### **RESIDENTIAL**

When average household sizes are taken into account, the Housing element calculates a 2040 need of 1134 single family and 510 multi-family dwelling units. Based upon calculations made by the city's Department of Community Services, there are not more than 100 vacant lots platted within the city. Of these platted lots, there are none available for new housing construction. The remaining lots are considered unbuildable due to development constraints or ownership patterns that would preclude their use. The city also estimates that approximately 179 net acres of undeveloped land are available and zoned for residential development. Because the available land is generally in closer proximity to services such as public transit, it is assumed that the majority of this land (80%) will be dedicated to multi-family development. Currently, there is a trend of single-family dwelling units supporting 69% of the housing in the City of Chehalis and 31% of housing is comprised of multi-family dwelling units.

The average development density of all residential lots within the city is 3.6 du/ac. This combined density considers all existing single family and multi-family development. In order to conform to the mandates of GMA, planned densities for single family homes will range from 4-10 du/ac, and from 11-24 du/ac for multifamily development. While higher densities may result, a conservative planning estimate of 4 du/ac for single family and 12 du/ac for multi-family will be used to calculate the need for additional land. The methodology for calculating the need for land for new single family development is as follows:

1. Average density = 4 du/ac
  2. Additional lots for dwelling units needed by 2025 = 1,134
  3. Minus platted lots available (1,134-0) = 1,134
  4. Gross amount of land needed (1134/4) = 283.5 acres
  5. Add market factor (283.5 x 1.25) = 354.38 gross acres of residential land needed
  6. Land available (69% of 179 acres) = 123.51 acres
- Residential land deficit (123.51 - 354.38) = -230.87 net acres**

The same methodology, when applied to the need for land for multi-family development, yields this result:

1. Average density = 12 du/ac
2. Additional dwelling units needed by 2025 =510
3. Gross amount of land needed  $(510/12) = 42.5$  acres
4. Add market factor  $(42.5 \times 1.25) = 53.125$  gross acres needed
5. Land available (31% of 179 acres) = 55.5 acres
6. Multi-family residential land surplus  $(55.5 - 53.125) = 2.375$  net acres of land

Based upon the analysis shown above, the city can accommodate the need for multi-family development during the planning period within the existing city limits, provided that multi-family development occurs at a density only slightly higher than 12 du/ac. However there does not appear to be adequate land within the city available to accommodate the projected need for single family housing, a small portion of the UGA has been designated for residential development in recognition of existing land use patterns and the need to maintain compatibility with those existing uses. The residential land within the UGA is located immediately adjacent to the city, and thus will not conflict with the goal of promoting a compact pattern of development. The city has estimated that there are 497 vacant /undeveloped gross acres of land available for residential development within the UGA established by the county. Of that land, only the land needed or used in rights-of-way, and land unavailable due to critical area considerations cannot be developed. Over the 20 year planning period special attention should be awarded this residential land in the UGA as it is critical to overcoming the residential single family dwelling unit deficit within existing city limits.

#### INDUSTRIAL AND COMMERCIAL

As noted earlier, Centralia and Chehalis form the hub of Lewis County's economic activity. According to the Hovee Final Report of the Lewis County Industrial Lands Analysis Update, seventy-seven percent of Lewis County's private sector job growth between 1995 and 2004 occurred in Centralia (+1,316 jobs) and Chehalis (+2,352 jobs).

The Hovee study suggests that an average of 4.5 jobs per acre will be created by industrial growth. Existing businesses surveyed indicate that approximately 20 jobs per acre are created by commercial business growth. Using these averages with the job distribution projections shown in Figure LU-18, the following methodologies emerge for the city.

For Industrial Land

1. Average jobs created per acre =4.5
2. New jobs projected =4,002
3. Land needed  $(4,002/4.5) = 889.3$  acres
4. Add market factor  $(889.3 \times 1.25) = 1111.7$  gross acres of industrial land needed
5. Vacant city zoned industrial/commercial land (excluding critical areas) = 270.211 acres
6. Subtract available land from land needed  $(270.11 - 1111.7) = -841.59$  net acres of industrial land needed

For Commercial Land

1. Jobs created per acre =20
2. New jobs projected =4,870.5

3. Land needed  $(4,870.5/20) = 243.52$  acres
4. Add market factor  $(243.52 \times 1.25) = 304.41$  gross acres of commercial land needed
5. Vacant city zoned commercial land/industrial (excluding critical areas) = -841.59 acres
6. Subtract available land from land needed  $(-841.59-304.41) = -1146$  net acres of commercial land needed

#### UGA ANALYSIS

The gross amount of land available in the UGA must be modified by considering the amount of land already developed as well as the need for compatibility with existing development and also the constraints to development presented by critical areas. The amount of land needed in the UGA to accommodate the projected growth will possibly need to be increased from the current UGA boundaries. This will conform to GMA requirements. Because more land is needed than is provided in the aggregate, the city and the county will be able to promote compact patterns of development within the UGA. While the amount of the deficit for industrial and commercial land is significant, the availability of additional land will require further analysis before any consideration of expansion of the UGA occurs. Because industrial and commercial properties tend to develop more slowly than residential properties, the city and the county should have sufficient time to examine this issue during future updates to this plan.

#### SUMMARY OF UGA ANALYSIS

Of the total amount of land included in the UGA, more than half is designated for industrial development. Another third of the total is set aside for commercial use. A smaller amount is intended for residential use. While the volume of land contained in the UGA may be justified by the calculations described above, other factors are also important.

In determining the sufficiency of land available for industrial use, the amount of land available is but one of many elements to be considered. Other elements include easy access to highways, access to rail, access to utilities such as water, sewer and electricity, and the availability of large, undeveloped parcels of relatively level land. Access to rail is of particular interest, because some industries can only locate on sites served by rail, and because such land is relatively scarce. The identification of industrial land within the UGA confirms the analysis performed by the Port of Chehalis in designating the two IDD's.

The analysis of commercial land needs also requires an examination of issues beyond the amount of land. Viable commercial land requires a high degree of visibility and a population base of sufficient size and appropriate demographic makeup to constitute a sustainable market. The designation of commercial land that is accessible to and visible from I-5 will serve to maximize the potential for success of new or expanding commercial businesses.

While the analysis of land needed for residential use may seem more straightforward, such analysis must include site-specific reviews that look at natural and man-made buffers between residential and non-residential uses, and also the availability and proximity to schools, police, fire, and recreational facilities.

Finally, it must be recognized that differing land uses are inter-dependent. New homes need easy access to employment and shopping areas; commercial areas need to be near consumers; and industrial areas need ready access to a labor force.

The City of Chehalis has entered into interlocal agreements and plans that have encouraged

positive working relationships with neighboring jurisdictions in regards to land use. The City is committed to working consistently with Lewis County with county-wide planning polices. These agreements, plans and regulations act as tools for growth management. Some of these plans include:

- **The Lewis County Comprehensive Plan.** The Lewis County Comprehensive Plan was adopted in April, 2002. Amended in 2007, 2009
- **The Chehalis Basin Watershed Plan.** The Plan was adopted in May 2004
- **Lewis County and City of Chehalis UGA Interlocal Agreement.** The agreement expired in 2016 and a new agreement is currently being negotiated with a planned adoption date in 2017.
- **The Lewis County Shoreline Management Plan.** This plan has been updated and is currently under review by Washington State Department of Ecology
- **Airport Master Plan/Chehalis-Centralia.** The Airport Master Plan was approved in 2001 by the FAA and is effect until 2027.
- **Parks, Recreation and Open Space Plan.** The Parks, Recreation and Open Space Plan was adopted by resolution in 2012

## GOALS AND POLICIES

### GROWTH MANAGEMENT ACT GOALS

The GMA requires that every Comprehensive Plan must include a Land Use Element. The importance of the Land Use Element is emphasized, and is addressed by eight of the thirteen major goals of the Act. The pertinent GMA goals related to land use, not listed in any order of priority, are:

- (1) *Urban growth.* Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- (2) *Reduce sprawl.* Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- (3) *Transportation.* Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans
- (4) *Housing.* Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- (5) *Economic development.* Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for the unemployed and for disadvantaged persons, promote the extension and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting

economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(6) *Property rights.* Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

(7) *Permits.* Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

(8) *Natural resource industries.* Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.

(9) *Open space and recreation.* Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

(10) *Environment.* Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

(11) *Citizen participation and coordination.* Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

(12) *Public facilities and services.* Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(13) *Historic Preservation.* Identify and encourage the preservation of lands, sites, and structures that have historical or archeological significance. [2002 c 154 § 1; 1990 1<sup>st</sup> ex.s. c 17 § 2.]

## **COUNTYWIDE PLANNING POLICIES**

Lewis County has adopted policies to guide local communities through the planning process, pursuant to their mandate under GMA. These policies are statements establishing a regional framework from which comprehensive plan elements for the county and its cities are developed. In general, these policies flow from the goals set forth in the preceding section. This plan is consistent with these policies. Policies that relate to this Land Use element are as follows:

## **COUNTYWIDE PLANNING POLICIES FOR LEWIS COUNTY**

1. *Urban Growth.* Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

1.0 Urban growth shall be encouraged within cities and their designated urban growth boundaries or other areas in the County characterized by urban growth and areas approved as new fully contained communities pursuant to RCW 36.70A.350.

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1.1 Cities and towns and all urban growth areas shall include areas and residential densities sufficient to accommodate the majority of the County's adopted 20-year population projection. A portion of the county's 20-year population projection shall be allocated to new fully contained communities pursuant to RCW 36.70A.350(2). Annual adjustments may be made when supported by appropriate data.

1.2 Land use planning for the urban growth areas should provide for urban densities of mixed uses where logical and existing and/or planned urban services are available. Affordable housing policies and urban density policies should have equal value in evaluating and/or planning new or expanded housing areas.

1.3 Prior to annexation of an urban growth area or a portion thereof to the respective City, development within adopted urban growth boundaries shall conform to the respective city's urban development standards as established through inter-local agreements.

1.4 All jurisdictions whose UGA boundaries adjoin Interstate 5 or other U.S. Highways shall work towards establishing consistent development standards to protect and enhance a locally significant desired community image along the Interstate 5 or U.S. Highway corridors.

1.5 The County and those cities whose UGA boundaries adjoin the Interstate 5 and U.S. Highway corridors shall work with the Washington State Department of Transportation (WSDOT) to develop minimum landscape standards for interchanges along the Interstate 5 and U.S. Highways.

1.6 Rural areas should have low-density development, which can be sustained by minimal infrastructure improvements. Exceptions may be made for rural areas appropriate for more intense development, including small towns, crossroad commercial areas, resort and tourist facilities, existing development areas, and rural industrial centers consistent with state law. In addition, as further outlined in the Economic Development policies, exceptions may be made for major industrial developments, and master planned locations for major industrial activity outside urban growth areas consistent with state law.

1.7 The County and cities shall inform the appropriate jurisdictions concerning proposed development or activities that would impact urban resources and/or urban growth areas.

1.8 The County and Cities shall collaborate to provide a mechanism for siting and maintaining both existing and new essential public facilities using a 50-year planning horizon for essential public facilities, including

- (a) Sewage treatment and municipal water facilities
- (b) Solid Waste Facilities
- (c) Port District/PDA industrial facilities
- (d) Airport locations
- (e) Other essential public facilities as identified under GMA

1.9 The County, in collaboration with the cities, shall establish a level of service inside unincorporated UGAs.

1.10.0 The process and factors to amend the UGAs and other comprehensive plan sections is adopted as Appendix A and B and are made part of these policies.

1.10.1 Based on growth management population projections made for the county by the Office of Financial Management, the county and each city within the county shall include areas and densities sufficient to permit the urban growth that is projected to occur in the county or city for the succeeding twenty-year period. Each urban area shall permit urban densities and shall include greenbelt and open space areas. An urban growth area determination may include reasonable land market supply factor and shall permit a range of urban densities and uses. In determining this market factor, cities and counties may consider local circumstances. Cities and counties have discretion in their comprehensive planning process to make many choices about accommodating growth.

1.10.2 The provision of an adequate supply of land available for urban intensities of development shall be available to accommodate the population and economic growth of Lewis County.

1.10.3 The expansion of urban growth areas shall be given priority when need is demonstrated by the local jurisdictions and the lands that are to be incorporated into a UGA exhibit conditions consistent with WAC 365-190-050, 365-190-060, 365-190-070, and 365-195-335. De-designation of resource lands should be limited to where there is no practical alternative.

1.10.4 Amendments to the Comprehensive Plan may be initiated by:

- A. Motion of the Board or Planning Commission.
- B. Property owner or county resident filing an application with the Planning Commission.

1.10.5 Amendments to the Comprehensive Plan will be:

- A. Submitted from September to December for review the following year. The Planning Commission will review applications beginning the February following the submittal period, with Board of County Commissioners target adoption date of July of the same year.
- B. Processed once a year and coordinated with all proposed amendments concurrently to insure individual and cumulative impacts are weighed.

1.10.6 Requests for Amendments to Urban Growth Areas in the Comprehensive Plan will be reviewed according to the following criteria, as set forth in RCW36.70A.130(3):

A. DETERMINATION OF NEEDED LAND

- I. Is the UGA large enough e.g. is the land existing in inventory of lands within the existing UGA adequate in quantity to accommodate the County's population allocation at urban densities?
- II. Is the inventory available for development including vacant land, underdeveloped lands and land where development is likely?
- III. Is there land within the UGA that can accommodate the urban services needed for urban densities?
- IV. Are there lands outside the City that currently exhibit an urban density and urban character?

B. CONSISTENCY WITH GMA OBJECTIVES

- I. Is the amendment made necessary by an emergency that can be eliminated by the extension of urban level of service?
- II. What impact would the amendment have on the existing level of services within the UGA?
- III. What is the ability to provide services within the UGA?
- IV. Will the contemplated amendment result in any environmental degradation?
- V. Does the amendment being considered comply with the objectives of the GMA; does it promote sprawl or does it hinder development within the UGA at an urban density?
- VI. Is the amendment consistent with the County Comprehensive Plan and other plans of affected jurisdictions?

1.10.7 The review, evaluation and adoption of amendments will follow the general flow of events as outlined in Appendix A & B of this document and may be further defined by Lewis County Code.

**2. Reduce Sprawl.** Reduce the inappropriate conversion of undeveloped or rural land into sprawling, low-density development.

2.0 Provisions for urban levels of services to development within urban growth boundaries and within fully contained communities shall be required.

2.1 Development within adopted urban growth areas shall be coordinated and reviewed within the context of the development standards of the respective city, as established through inter-local agreements between the County and cities.

2.2 Large-scale commercial and industrial development shall be located in designated UGAs, or areas authorized by state law, where adequate utility services and transportation networks are available or planned.

2.3 Water and sewer infrastructure expansion should not occur in areas outside the UGAs and adopted water and sewer district boundaries at urban levels except to address specific health and safety problems.

2.4 Lewis County recognizes that sewer is an urban service. Public sewer extension outside Urban Growth Areas shall be provided at a Level of Service (LOS) consistent with state law, and the County's development standards and comprehensive plan for densities and uses associated with size, scale, and intensity for growth in rural parts of the County. Public sewer connections may be permitted only if hookup sites comply with one of the following situations:

- A. The Lewis County Health Officer has determined that extension of sewer service is necessary to protect public health and safety.
- B. The public sewer provides service to existing local and major essential public facilities.
- C. The public sewer provides levels of sewage collection and treatment necessary to facilitate and support infill development or redevelopment of limited areas of more intensive rural development (LAMIRDs).

2.5 Lewis County recognizes that water is an urban and rural service. Extension of water service beyond UGAs may be permitted within state adopted Water Service Areas and where required, by the Lewis County Board of Commissioners as described by the following conditions:

- A. The Lewis County Health Officer has determined that extension of domestic water is necessary to protect public health and safety, or
- B. Extension of water service outside of UGAs may be allowed provided any connections in the rural lands are consistent with County rural development regulations and do not support urban levels of water service; or where there is a determined need for fire flow and protection.
- C. State approved Water Service Areas may be expanded inside limited areas of more intensive rural development (LAMIRDs) if they are consistent with the County Comprehensive Plan and development regulations.

2.6 Developments authorized under RCW 36.70A.350, .360, .362, .365, and .367 may be served by urban sewer and water systems consistent with state law. However, no additional connections may be allowed at urban levels of service in the land between adopted UGAs.

**4. Housing.** Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

4.0 Public/private partnerships should be encouraged to build affordable housing to meet the housing needs of people with low and moderate incomes and special needs populations.

4.1 The Comprehensive Plan and development regulations should include innovative land use management and construction techniques to promote affordable housing.

4.2 The existing affordable housing stock should be maintained where economically viable and efforts to rehabilitate older and substandard housing, which are otherwise consistent with Comprehensive Plan policies, should be encouraged.

**5. Economic Development.** Encourage economic development throughout Lewis County that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens, especially for unemployed and for disadvantaged persons, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the Lewis County's natural resources, public services and public facilities.

5.0 The development of industries should be encouraged within the cities, urban growth areas, designated Limited Areas of More Intense Rural Development (LAMIRDs), and within those unincorporated areas of Lewis County that satisfy the requirements set forth in RCW 36.70A.365 and .367.

5.1 Agriculture, forestry and mineral extraction shall be encouraged in rural areas. The development of resource related commercial and industrial activities shall be encouraged in appropriate areas such as designated commercial resource lands, LAMIRDs, UGAs, or next to resource related uses.

5.2 A diversified economic base should be encouraged to minimize the vulnerability of the local economy to economic fluctuations.

5.3 The County and cities should designate adequate land within the UGAs to provide for future industrial and commercial needs.

5.4 Tourism and recreation should be promoted as a strategy that protects the character of rural and urban areas, and supports economic development.

5.5 Comprehensive plans and development regulations should designate adequate land within the UGAs to provide for future industrial and commercial needs.

5.6 Value added industries shall be encouraged.

5.7 Recreational or tourist activities directly related to or dependent upon water bodies should be encouraged. Tourism and recreation should be promoted as a strategy that protects the character of rural and urban areas.

5.8 Lewis County shall encourage the development of new fully contained communities and master-planned resorts to broaden the County's economic base, consistent with state law.

5.9 Lewis County should encourage commercial/industrial development along major transportation corridors and where the potential for expansion of water and sewer development exists consistent with the County Comprehensive Plan and state regulations.

**6. Property Rights.** Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

6.0 The rights of property owners shall be considered in the creation or revision of development regulations.

6.1 Non-regulatory incentives such as conservation easements, land exchanges, land banking, assessment relief and similar incentive programs shall be included, where appropriate, in development regulations.

**7. Permits.** Applications for local government permits should be processed in a timely and fair manner to ensure predictability.

7.0 To better serve the public, inter-agency agreements with other permitting agencies should be pursued to facilitate projects that require multi-agency permits.

7.1 The County and cities should work together to develop consistent permitting systems.

7.2 All jurisdictions shall formally document administrative interpretations of development regulations and make them available to the public.

7.3 Permitting for development within adopted urban growth areas shall be coordinated and reviewed within the context of the development standards of the respective city as established through inter-local agreements between the County and cities.

**9. Open Space and Recreation.** Encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.

9.0 The use of Open Space and Forestry Taxation Laws shall be encouraged as a useful method of resource preservation.

9.1 Parks, recreation, scenic areas and scenic byways, and viewing points should be encouraged.

9.2 The Lewis County river systems and tributaries are a resource that should be protected, enhanced, and utilized for active and passive recreation.

9.3 Encourage cluster housing and innovative techniques for planned developments in the County to provide open space systems and recreational opportunities.

9.4 Land use planning for the adopted urban growth areas shall encourage greenbelt or open space uses and encourage the protection of wildlife habitat areas.

**10. Environment.** Protect the environment and enhance Lewis County's high quality of life including air and water quality, and the availability of water.

10.0 All jurisdictions should encourage the enhancement of the functions and values for critical areas when developing sub-area plans and development regulations.

10.1 Floodplains, wetlands, watersheds and aquifers are essential components of the hydrologic system and shall be managed through interagency agreements to protect surface and groundwater quality.

10.2 All jurisdictions shall recognize the river systems within the County as pivotal freshwater resources and public water supply and shall manage development within the greater watershed in a manner consistent with planning practices that do not seriously degrade the integrity of the resource.

10.3 Septic systems, disposal of dredge spoils, and land excavation, filling and clearing activities shall conform to critical area development regulations and not have a significant adverse affect on Lewis County water bodies with respect to public health, fisheries, aquifers, water quality, wetlands, and fish and wildlife habitat.

10.4 All jurisdictions shall consider threatened, endangered, or sensitive fish and wildlife species when evaluating and conditioning commercial, industrial or residential development.

10.5 Lewis County, in cooperation with appropriate local, state and federal agencies should continue to develop and update the comprehensive flood control management program.

10.6 Floodplains, lakes, rivers, streams, and other water resources should be managed for multiple beneficial uses including, but not limited to flood and erosion control, fish and wildlife habitat, agriculture, aquaculture, open space and water supply. Use of water resources should to the fullest extent possible preserve and promote opportunities for other uses.

10.7 All jurisdictions should work towards developing policies and regulations outlining best management practices (BMP) within aquifer recharge areas to protect the quality of groundwater.

10.8 Recycling programs should be encouraged.

**11. Citizen Participation and Coordination.** Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

11.0 All jurisdictions shall maintain procedures to provide for the broad dissemination of proposals and alternatives for public inspection; opportunities for written comments; public hearings after effective notice; open discussions; communication programs and information services; consideration of and response to public comments; and the notification of the public for the adoption, implementation, and evaluation of the Comprehensive Plan.

11.1 All jurisdictions shall continue to encourage public awareness of the Comprehensive Plan by providing for public participation opportunities and public education programs designed to promote a widespread understanding of the Plan's purpose and intent.

11.2 All jurisdictions shall provide regular and ongoing opportunities for public review and comment throughout the Comprehensive Plan development process.

11.3 All jurisdictions shall provide policies and processes to address public notification costs associated with land use applications.

11.4 All jurisdictions shall encourage citizen participation throughout the planning process as provided by state statute and codes for environmental, land use, and development permits.

11.5 All jurisdictions shall encourage broad based citizen involvement in the development of the Comprehensive Plan elements, sub-area plans, and functional plans, and development regulations.

11.6 Amendment to the county wide planning policies shall be consistent with an adopted approval process.

**12. Public Facilities and Services.** Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

12.0 Public facilities and services shall be integrated and consistent with locally adopted comprehensive plans and implementing regulations.

12.1 If communities within a defined region are required to accept regional public facilities, then the federal, state and County and other regional public facilities located within the corporate boundaries of cities shall be required to provide fees related to the impacts of the public facilities. All jurisdictions shall provide a process for siting essential public facilities and a local comprehensive plan may not preclude the siting of essential public facilities.

12.2 Lands shall be identified for public purposes, such as: utility corridors, transportation corridors, landfills, sewage treatment facilities, recreation, schools and other public uses. All jurisdictions shall work together to identify areas of shared need for public facilities.

12.3 The financing for system improvements to public facilities to serve new development may provide for a balance between impacts fees and other sources of public funds.

12.4 New development shall pay for or provide for its share of new infrastructure through fees or as mitigation measures.

12.5 Citizens shall have the opportunity to participate in and comment on proposed capital facilities financing.

12.6 Special district comprehensive plans shall be consistent with the comprehensive plans and development regulations of the general-purpose local governments.

**13. Historic Preservation.** Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance to Lewis County.

13.0 All jurisdictions are encouraged to work cooperatively towards identifying, evaluating, and protecting historic resources and encouraging land use patterns that protect and enhance such historic resources.

13.1 All jurisdictions should cooperate with local historic preservation groups to ensure coordination of plans and policies by the Washington State Office of Archaeology and Historic Preservation.

13.2 All jurisdictions should cooperate with local historic preservation groups to acknowledge and recognize historic sites, structures, and areas in their comprehensive plans, which have local importance, but may not formally be listed in the state and federal registers.

## **City Goals and Policies**

### **General**

LU.01 To minimize inter-jurisdictional conflict in the adoption of comprehensive plan goals and policies.

I.U.01.01 Work in cooperation with the state of Washington, Lewis County and other jurisdictions by sharing information in the development of local comprehensive plans.

I.U.01.02 Ensure that the goals and policies contained in this plan do not conflict with Lewis County's County-wide Planning Policies.

LU.02 To encourage the efficient use of land.

LU.02.01 Discourage low-density development within the city, and prohibit low-density development in high-density zones.

LU.02.02 Discourage urban sprawl within undeveloped areas in the IUGA.

LU.02.03 Encourage the development of smaller lot sizes in residential areas.

LU.02.04 Develop a neighborhood planning and design process to encourage compatible infill development and redevelopment in established areas.

LU.02.05 Designate sufficient land, in excess of projected needs, for each type of land use needed for the community to maximize the potential for the operation of a free-market real estate process in land development.

LU.03.01 Provide Lewis County with accurate, reliable information that documents the existence and location of urban infrastructure such as water and sewer lines outside the city limits.

LU.03.02 Document the constraints to development that exist within the city.

LU.03.04 Develop a policy for the phased annexation of land within the IUGA to ensure that needed services are available when annexation occurs.

LU.04 To accommodate the 20 year projection for household and employment growth.

LU.04.01 Encourage residential, commercial and industrial development at appropriate densities to meet population and employment demands.

LU.04.02 Encourage development in areas where adequate public facilities and services already exist, or can be provided in an efficient manner.

LU.04.03 Coordinate with Lewis County to promote within the IUGA an appropriate minimum intensity of development.

LU.04.04 Plan for service levels in transportation, schools, utilities, and police and fire protection that will keep pace with population and employment increases.

LU.05 To protect the property rights of land owners.

LU.05.01 Allow for variances from the city's zoning and land use regulations to mitigate undue hardship when the literal application of those regulations would prohibit all reasonable development on a parcel of land.

LU.05.02 Consider the use of reasonable use exemptions or transfers of development rights when a regulation would deprive an owner of all economically viable use of their property,

or have a severe impact on the landowner's economic interest, or deny a fundamental attribute of ownership.

LU.05.03 Seek ways to increase efficiency and reduce process time for land use approvals and construction permits.

LU.05.04 Attempt to ensure that any proposed permit exemption does not adversely impact the health, safety or welfare of local residents.

#### **Urban Environment**

LU.06 To create and maintain a balanced community that mixes residential and non-residential uses in a way that promotes environmental quality and community aesthetics.

LU.06.01 Promote the use of landscaping and design standards in new development or re-development.

LU.06.02 Require the use of buffers between incompatible land uses; require new development to bear the burden of transition when it is proposed adjacent to incompatible development.

LU.06.03 Encourage the retention of open space in new development, especially when such action will protect or enhance a wetland or wildlife habitat area.

property maintenance standards, especially within historic districts.

LU.08.03 Designate historic landmark sites and structures, and review any proposed changes, to maximize the potential that such sites and structures continue to remain a part of the community.

LU.09 To protect existing land uses as new development occurs.

LU.09.01 Encourage private and public preservation of undeveloped open space.

LU.09.02 Require adequate buffers between proposed new development and existing land uses.

LU.09.03 Permit existing agricultural practices to continue in designated open space areas. Support 'Right to Farm' legislation.

#### **Environmental Protection (See Natural Environment Section)**

##### **Residential Land Uses**

LU.12 To create livable residential areas.

LU.12.01 Reserve adequate residential areas for housing, and develop such areas at urban densities.

LU.12.02 Promote the development of a variety of housing types, at differing densities, in appropriate areas.

LU.12.03 Work to ensure that new residential development provides the public facilities (pedestrian paths, landscaped areas, and other neighborhood improvements) necessary to integrate them into the vision of the community.

LU.12.04 Encourage innovative housing assistance programs for low and moderate income families within the community.

LU.12.05 Encourage the development of higher-density housing in or near the downtown area, or near commercial or employment centers that have appropriate services and facilities such as public transit, schools, parks, and playgrounds.

LU.12.06 Maintain the community's predominant low-density residential character in appropriate areas.

LU.12.07 Permit home occupations in residential areas with appropriate restrictions on business activities, signs, parking, traffic and employees; provide flexibility in home occupation regulations to recognize and accommodate the impact of new technologies.

LU.12.08 Permit retirement homes as a conditional use in residential areas.

LU.13 To preserve and strengthen the vitality of existing neighborhoods.

LU.13.01 Create incentives that promote the construction of infill housing on existing scattered lots in residential areas.

LU.13.02 Protect residential neighborhoods from incompatible uses on adjoining lots through the use of screening and buffering requirements.

LU.13.03 Promote the maintenance of infrastructure and amenities within existing neighborhoods.

LU.13.04 Permit the location of neighborhood convenience businesses with limited hours of operation within walking distance of residential areas.

LU.13.05 Minimize the removal of existing vegetation when improving streets to preserve the natural character of neighborhoods.

#### **Economic Development**

LU.14 To promote the continued expansion of a healthy commercial sector.

LU.14.01 Discourage strip development in inappropriate areas, especially when such development would adversely impact residential areas.

LU.14.02 Encourage the transition of existing dwellings to low-intensity offices and businesses on Market Boulevard.

LU.14.03 Promote quality design of commercial development through the use of landscaping standards, especially in parking lots and along site perimeters.

LU.14.04 Minimize the traffic impacts of new commercial development by restricting site access from roadways.

LU.14.05 Restrict the location of drive-through and drive-in facilities to areas where traffic impacts will be minimal.

LU.14.06 Act as a pass-through agency or otherwise facilitate the use of federal or state financing and tax credits for business development, when appropriate.

LU.14.07 Recognize the positive economic impacts associated with visitors to the community by funding and participating in convention and tourism marketing efforts.

LU.15 To retain the Central Business District (CBD) as the historical center and county seat for financial, social and civic activities.

LU.15.01 Encourage the maintenance and improvement of the downtown area. Provide public improvements to support private investment, including landscaping, signage, and infrastructure.

LU.15.02 Investigate opportunities to create visual and physical links between the downtown area and the Lewis County courthouse facilities.

LU.15.03 Encourage an update of the existing Central Business District General Development Plan.

LU.15.04 Encourage public and private investment in seasonal color planting and decoration in appropriate areas, including within rights-of-way.

LU.16 To promote industrial and economic development.

LU.16.15 Ensure that city government is accessible and responsive to the business community. Solicit the ideas and concerns of the business community before enacting new ordinances and regulations. Work collectively with community business representatives and individual businesses to solve mutual problems.

LU.16.16 Locate industrial areas in a manner which takes advantage of air, freeway and rail transportation systems.

LU.17 To ensure that the municipal airport can meet existing and projected recreational and business requirements for general aviation.

LU.17.01 Adopt land use regulations for lands within the Airport Service Overlay District that will discourage the siting of land uses incompatible with airport operations.

LU.17.02 Work with the Airport Board to determine the appropriate time to establish a 65 dln noise contour for future land use planning, particularly as the noise contour may impact residential areas.

LU.17.03 Work with the Airport Board in future updates to the Airport Master Plan, to ensure compatible development of surrounding land.

LU.17.04 Recognize that residential, commercial and industrial growth will likely increase the demand for recreational and business aviation services at the airport.

LU.17.05 Cooperate in the implementation of federal regulations relating to approach aviation safety zones and other features through appropriate land use regulations.

LU.17.06 Assist in promoting commercial and industrial uses on leased land under airport ownership.

**ORDINANCE NO. 1010-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON,  
AMENDING THE CHEHALIS COMPREHENSIVE PLAN DATED  
2017, AND ESTABLISHING AN EFFECTIVE DATE HEREOF.**

**WHEREAS**, the City of Chehalis is required to develop a Comprehensive Plan and implementing regulations that are consistent with the state Growth Management Act, RCW 36.70A; and

**WHEREAS**, Chehalis adopted a compliant Comprehensive Plan and Development Regulations in July 1999; and

**WHEREAS**, the Chehalis Comprehensive Plan and Development Regulations have been reviewed annually since adoption, and revised as required to be consistent with the Act; and

**WHEREAS**, Chehalis adopted an update to the Comprehensive Plan and Development Regulations in June 2003 and April 2011; and

**WHEREAS**, the 2019 amendments to the adopted Comprehensive Plan have been developed and presented to the Chehalis Planning Commission with open public meetings thereof, to update the Plan as required by RCW 36.70A.130; and

**WHEREAS**, the proposed amendments to the Plan were reviewed pursuant to requirements of the State Environmental Policy Act (SEPA); and

**WHEREAS**, the Chehalis Planning Commission held a public hearing on the draft amendments to the Plan on August 11, 2020, and subsequently recommended adoption of the proposed amendments; and

**WHEREAS**, no public comments relating to the draft Plan have been received; and

**WHEREAS**, the proposed amendments to the Plan provide that the City of Chehalis remains consistent with the requirements of the Growth Management Act; now therefore

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS  
FOLLOWS:**

**Section 1.** The Chehalis Comprehensive Plan dated July 1999, shall be, and the same hereby is amended to reflect the elements contained in the document titled, "Chehalis Comprehensive Plan Update - 2019," which is posted on the City of Chehalis website, and incorporated by reference as if fully set forth herein.

**Section 2.** The effective day of this Ordinance shall be immediately upon its passage and after five days following the date of publication.

**PASSED** by the City Council of the City of Chehalis, Washington and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**MEETING OF:** September 14, 2020

**SUBJECT:** CARES COVID-19 Community Program Overview

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**ISSUE**

The City is proposing a program that would invite proposals for use of COVID CARES funds to provide services and/or programs that assist the community respond to the COVID-19 Pandemic, including small businesses.

**BACKGROUND**

The State of Washington received Federal Funds through the COVID-19 CARES ACT and made a portion of those funds available to municipalities. In order to access the funds, cities have to sign a contract with the Department of Commerce and submit reimbursement requests for costs directly related to response to the COVID -19. If the State deems the costs eligible, the City will receive reimbursement.

Initially, the City was eligible to receive up to \$226,050 for costs deemed eligible, with a deadline of October 31, 2020. On September 1, Governor Inslee announced that additional funds would be made available for eligible expenses. An additional \$113,025 was made available to the City of Chehalis.

It is proposed that the City Council authorize the creation of a program to make \$125,000 of the COVID CARES funds available to Chehalis non-profits that provide or continue to provide services in response to the COVID-19 pandemic. The proposed program, which is outlined below, is very similar to the program successfully implemented by the City of Centralia.

**PROGRAM SUMMARY**

***Eligible Proposals***

It is proposed that the program provide resources to those applicants that do focused work to benefit businesses and individuals that reside or are located in the City of Chehalis (within the city limits) to facilitate compliance with COVID-19 public health measures or provide economic support in connection with the COVID-19 public health emergency. Proposals may include:

- Financial Assistance to Small Business impacted by the COVID-19 closures and subsequent operating restrictions, including but not limited to programs that assist businesses adapt to the growing demand for online, curbside, and other alternative service models to reduce person to person contact.

- Financial Assistance to provide funding for childcare for public health and public safety workers responding to COVID-19.
- Financial assistance for the continued delivery of food to seniors.

### **Requirements**

The City does not receive any funds upfront. Funds are only received on a reimbursement basis and the City will be audited on how the funds are used. As a result, the proposed program requirements, set forth conditions that will need to be met by those that are awarded funds through the proposed Chehalis Cares COVID Relief Program.

- The minimum program proposal accepted would be \$25,000.
- Applicants and eventual Awardees would need to acknowledge that the funds are pass-throughs from the federal government and use of these funds is subject to Federal Audit Requirements. Awardee must be able to report and comply with requirements of OMB Super Circular 2 CRF 200.501 to the City of Chehalis.
- Awardees will be required to certify that the expenditures submitted to the city are in compliance with the US Treasury Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments. See link below for complete information: (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>).
- Awardee understands that a contract with the City of Chehalis will be required to document compliance with requirements associated with the expenditure of the funds and associated reporting.
- Funds must be spent and submitted for reimbursement from the City no later than November 15, 2020. There will be no exceptions to this deadline due to Federal Reporting Requirements.

### **Schedule**

It is recognized that the timeframe for submitting applications and spending any funds is very limited due to the restrictions on use of the funds and the reimbursement process. In order to comply with the requirements, the following schedule is proposed:

- Applications would be made available on City's website by Thursday, September 17.
- Application submissions would be due by 9:00 AM on Friday, October 2, 2020.
- The plan would be to present the proposals to the City Council for action at the October 12, 2020 City Council meeting.

The City Council may want to discuss the best way to make the selections. Some potential ideas include:

- Invite applicants to make a short presentation to the City Council at the October 12 City Council meeting.
- Schedule a special workshop prior to the October 12 meeting for the entire City Council. This could happen just prior to the start of the October 12 meeting or the week of October 5.

- Create a committee (or use an existing one) to review proposals and potentially meet with the applicants the week of October 5 in order to make a recommendation to the full City Council for a decision on Monday, October 12.

Due to the limited time available, the plan assumes that the City Council could make the awards at their October 12, 2020 meeting; however, the City Council is under no obligation to make any awards on October 12, 2020 or any other time.

### **RECOMMENDATION**

It is recommended that the City Council authorize the City Manager to initiate a Chehalis Community Cares Program that complies with the COVID-19 CARES ACT consistent with the principles set forth in this report and provide direction on the process for reviewing the submitted proposals for potential award by the City Council on October 12, 2020.

### **SUGGESTED MOTION**

I move that the City Council authorize the City Manager to initiate a Chehalis Community Cares Program that complies with the COVID-19 CARES ACT consistent with the principles set forth in this report and provide direction on the process for reviewing the submitted proposals for potential award by the City Council on October 12, 2020.



## CHEHALIS CARES COVID-19 COMMUNITY RESPONSE PROGRAM

### Overview

The City of Chehalis is accepting proposals from non-profit organizations that are providing services in response to the public health emergency from the Coronavirus Disease (COVID-19). Proposals for services or projects which will directly assist businesses and individuals impacted by COVID-19 or the response to COVID-19 as outlined in the CARES ACT.

Program proposals must focus on businesses and individuals that reside or are located in the City of Chehalis (within the city limits) and either facilitate compliance with COVID-19 public health measures or provide economic support in connection with the COVID-19 public health emergency. Proposals may include:

- Financial Assistance to Small Business impacted by the COVID-19 closures and subsequent operating restrictions, including but not limited to programs that assist businesses adapt to the growing demand for online, curbside, and other alternative service models to reduce person to person contact.
- Financial Assistance to provide funding for childcare for public health and public safety workers responding to COVID-19.
- Financial assistance for the continued delivery of food to seniors.

### REQUIREMENTS

The minimum program proposal accepted is \$25,000.

Awardee understands these funds are pass-through federal funds and use of these funds is subject to Federal Audit Requirements. Awardee must be able to report and comply with requirements of OMB Super Circular 2 CRF 200.501 to the City of Chehalis.

Awardee must certify that the expenditures submitted to the city are in compliance with the US Treasury Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments. See link below for complete information: (<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>).

Awardee understands that a contract with the City of Chehalis will be required to document compliance with requirements associated with the expenditure of the funds and associated reporting.

Funds must be spent and reimbursement sought from the city no later than **November 15, 2020**. **NO EXCEPTIONS will be granted due to Federal Reporting Requirements.**

### SCHEDULE

- Applications will be available on city website by Thursday, September 17.
- Application submissions due by 9:00 AM on Friday, October 2, 2020.
- Presentation to the City Council or City Council Committee on or before the regularly scheduled City Council meeting on Monday, October 12, 2020.
- City Council may take action at the October 12, 2020 City Council Meeting.



## APPLICATION FOR CHEHALIS CARES COVID-19 COMMUNITY RESPONSE PROGRAM

### General Guidelines

The City of Chehalis is accepting proposals from local non-profit organizations for services which are provided in response to the public health emergency with respect to the Coronavirus Disease (COVID-19). Following the proposal deadline, the Chehalis City Council will make all decisions regarding award of proposals for the use of CARES Act funds. Please read carefully and include all requested information, if applicable. Feel free to use extra pages for additional information. If handwritten, it must be legible.

### Applications must be received at the Chehalis City Clerk's Office by 9:00 AM on Friday, October 2, 2020

(350 N. Market Blvd., Chehalis, WA 98532)

- Proposals are to be for activities which are provided in response to the public health emergency from the Coronavirus Disease
- City of Chehalis considers proposals only from non-profit organizations
- The City Council will only consider proposals of **\$25,000** or more
- Proposals must comply with Federal, State of Washington, and City of Chehalis laws and requirements. **NOTE:** The City of Chehalis may not use public funds in any way that can be construed as a gift to an individual or organization
- Documents submitted to the City of Chehalis are public records and eligible for release to the public
- City staff will verify incorporation status of the non-profit agencies that submit service proposals by checking the Washington Secretary of State's on-line corporation records
- Indirect costs, if any are included in the proposal, will be limited to the federal de minimis indirect cost rate of 10% of modified total costs (MTDC)
- To be considered, one fully completed and signed original application **PLUS SEVEN (7) complete copies with supporting documents** must be received by the Chehalis City Clerk at Chehalis City Hall, 350 N. Market Boulevard, Chehalis, WA 98532 **by 9:00 am on Friday, October 2, 2020**

***NOTE: Incomplete or late proposals will not be considered.***



# Application for City of Chehalis CARES Community Proposal

## Section 1: Organization Information

Organization/Agency \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

AMOUNT REQUESTED \$ \_\_\_\_\_

## CERTIFICATION

I hereby state on behalf of \_\_\_\_\_ that Chehalis CARES Community Proposal:  
*Organization/Agency name*

- This is an application for a contract with the City of Chehalis and, if awarded, my organization or agency intends to enter into a Municipal Services Contract with the City of Chehalis.
- The organization/agency has, or can obtain, general liability insurance in an amount commensurate with the exposure of the activity.
- The organization/agency understands the funds if awarded are federal funds and the funds will be subject to the federal audit requirements in the OMB Super Circular 2 CRF 200.501. Additionally, the organization declares they are not debarred from receiving federal funds.
- Does the organization have experience working with federal grant funds? If so, please explain in the additional information section (5) on page 6.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Section 2: Proposal Information (use as much room as needed)**

Please provide detailed description of the proposal. Be sure to clearly identify how the proposal will directly respond to the public health emergency by facilitating compliance with COVID-19 public health measures or provide economic support in connection with the COVID-19 public health emergency.

DRAFT

### Section 3: Reporting Requirements

1. Total amount anticipated to be spent: \$
2. Detailed invoicing as required by the Municipal Services Contract Agreement with the City.
3. Provide to the city any required audit information needed to comply with federal audit requirements.
4. Report to the City Council the outcomes of the proposal efforts on the community.

DRAFT

**Section 4: Budget**

Please list approximate amount and status of funding for all sources from which you anticipate receiving funding, or are requesting funding, for the activity or event(s) proposed. If any indirect or administrative costs are included in the proposal, please specify separately and ensure they are no greater than the allowed de minimis indirect cost allowed. Add extra lines if necessary.

**INCOME**

AMOUNT	SOURCE	CONFIRMED (Yes or No)
<b>Total</b>		

**EXPENSES**

ACTIVITY	CHEHALIS CARES FUNDING	OTHER FUNDS (should match above)	TOTAL
<b>TOTAL Expenses</b>			

**Section 5: Additional Information**

Please provide any additional information/items that will assist the City Council in evaluating this request and its benefit to Chehalis residents and businesses in response to the COVID-19 public health emergency.

**Section 6: Certification**

The applicant hereby certifies and affirms that, during the performance of any event/activity/project arising from this application, he/she will provide equal opportunity and access regardless of race, religion, creed, color, national origin, age, sex, sexual orientation, disabled veteran status, veteran status, physical, mental or sensory disability and further certifies and affirms that he/she will abide by all applicable Federal, State of Washington, and City of Chehalis laws and regulations.

The applicant is also aware of the reporting requirements to the City (See Section 3) after the event/activity/project has occurred.

Signature: \_\_\_\_\_

*(Print or Type)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The City of Chehalis reserves the right to appropriate some or all of the CARES ACT Allocation or reserve it for City projects that fall within the allowable uses of the funds.



**City of Chehalis**  
**Agreement for Corona Virus (COVID-19) Response**  
**Chehalis CARES Community Project**

THIS AGREEMENT is entered into this day of \_\_\_\_\_ October 2020 by and between the City of Chehalis, a municipal corporation, hereinafter called the "City", and \_\_\_\_\_ of Lewis County, a non-profit corporation, herein after called the contractor".

**I. RECITALS**

- A. WHEREAS, the City has contracted through an interagency agreement with the Washington State Department of Commerce through the Coronavirus Relief Fund for Local Governments; and
- B. WHEREAS, the Contractor has proposed to provide one or more of the services authorized for Coronavirus Relief Fund expenditures by contract with the City ("the Services") and the Contractor's proposal has been evaluated and approved by City Council; and
- C. WHEREAS, the City finds it would be in the public interest to enter into an agreement with the Contractor to provide the services as proposed by the Contractor and are deemed necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19).

**II. AGREEMENT**

- A. Contractor shall provide the services, consisting of those in direct response to the Coronavirus Public Health Emergency as outlined in their Chehalis CARES Community Proposal Submission specified as Exhibit A, attached hereto, and incorporated by this reference.
- B. As consideration for provision of the Services, the City shall reimburse the Contractor the sum of \_\_\_\_\_ for establishing \_\_\_\_\_ programs to \_\_\_\_\_  
Reimbursement shall be made according to the schedule attached hereto, as Exhibit B, and incorporated by this reference.
- C. Contractor shall receive reimbursement under the Agreement only upon the Services described in this document, and for no other purposes. Contractor shall maintain accurate books and records which accurately reflect expenditures for the Services, which shall be available for the City inspection, as well as state or federal auditors upon request.

- D. Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws regulations and provisions of contracts or grant agreements that could have a material effect on each of its federal programs and prepare appropriate financial statements, including a schedule of expenditures of federal awards. If the Contractor is a sub recipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- a. Submit to the City of Chehalis the reporting package specified in OMB Super Circular 2 CRF 200501, reports required by the program-specific audit guide (if applicable) and a copy of any management letters issued by the auditor.
  - b. Submit to the City of Centralia follow up responses and developed corrective action plans for all audit findings related to this contract.
- E. The duration of this Agreement is from date of signature, until \_\_\_\_\_, 2020. There will be no extensions.
- F. The City and the Contractor agree that the Contractor is an independent contractor with respect to the Services provided pursuant to the Agreement. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary State or federal payroll deduction, including but not limited to FICA, FUTA State Industrial insurance, State workers compensation or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
- G. The Contractor shall indemnify and hold the City, its officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connections with the performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.
- H. The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance with limits of not less the One Million Dollars (\$1,000,000.00) combined single limit per occurrence, with the City shown as an additional named insured.
- I. The Contractor shall provide a report to the city council at an upcoming council as directed, summarizing the use of the CARES Act funds.
- J. In the event of material non-performance of the Services by the Contractor, the City shall have the right to the return of all funds reimbursed to the Contractor for non-conforming uses and to withhold reimbursement of any remaining funds. However, the City shall not

exercise the right until it has given written notice to the Contractor, and (10) days have passed since the giving of such notice. This is in addition to and not in lieu of any rights the City has may have provided by law.

- K. The Contractor agrees to a deadline of **November 15, 2020** to submit invoice(s) and/or detailed expense and payment / expense documentation so the City can approve reimbursement to the Contractor for the Services described up to the amount received as stated above (II. AGREEMENT B.) Examples of documentation include itemized receipts with cancelled checks or credit card statements, other backup documentation must be approved by the city prior to payment being generated. No exceptions.
- L. The Contractor shall conduct its business in a manner which assures fair, equitable and non-discriminatory treatment of all persons, including maintaining open hiring and employment practices, and compliance with all requirements of applicable federal, state and local laws or regulations related to hiring and employment practices and providing services to all persons, without discrimination as to the person's race, color, religion, sex, veteran's status, disabled veteran condition, physical or mental handicap or national origin.
- M. The Agreement is the complete expression of the terms hereto. Any oral representation or understanding not incorporated herein is excluded. Any modification of the agreement shall be in writing and signed by both parties.

**CITY OF CHEHALIS**

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Jill Anderson, City Manager

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(Other Entity)

PROPOSAL AS SUBMITTED BY CONTRACTOR/AGENCY DURING  
APPLICATION PROCESS

DRAFT

**CITY OF CHEHALIS  
REIMBURSEMENT SCHEDULE**

Pursuant to the requirement of RCW 42.24.080, the Contractor shall present the City with claims for reimbursement of the expenses incurred in connection with performing the approved Services and said claims shall be audited by the City to determine that materials, services or labor have been provided.

Reimbursement will be made to the Contractor within approximately 30 days of submittal of invoices. The Contractor is responsible for all incurred financial obligations (i.e. Contractor pays vendor, City pays Contractor). Contractors are required to maintain original receipts and financial records relative to funds awarded by the City.

Contractor shall provide to the City Finance Department an invoice outlining expenses claimed and appropriate backup when their claims for reimbursement are submitted. No reimbursements will be processed without submittal of the appropriate forms and backup.

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