

City of Stanwood



City Council Packet

Stanwood City Council Regular Meeting

Thursday, January 12, 2023



AGENDA
CITY COUNCIL REGULAR MEETING
Thursday, January 12, 2023 – 7:00 p.m.

Stanwood-Camano School District, Admin. Building Board Room
26920 Pioneer Highway, Stanwood, WA 98292

Members of the public may attend Stanwood City Council meetings
in-person at the address above, or Via Zoom.
Instructions to join the meeting by telephone or online are posted on the
City Website <https://www.stanwoodwa.org>

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. PRESENTATIONS**
Stanwood-Camano School District Student Representative Update by Jason Orzel
- 5. PUBLIC COMMENTS**
Written comments must be provided to the Clerk by 9:00 a.m. the day of the meeting via this link:
<https://stanwoodwa.org/FormCenter/City-Clerk-5/City-Council-Meeting-Remote-Public-Comme-61>;
verbal comments may be provided in-person, or online via Zoom, call 360-454-5213 for assistance.
- 6. STAFF / DEPARTMENT REPORTS**
 - a. Police Compstat Report – December 2022 **6.1**
 - b. Annual Small Works Roster Project Report for 2021-2022 **6.23**
 - c. Municipal Code Project Quarterly Update **6.29**
- 7. COUNCIL COMMITTEE REPORTS:**
 - a. Parks and Trails Advisory Committee Meeting Minutes – October 17, 2022 **7.1**
 - b. Public Works Committee Meeting Minutes – December 5, 2022 **7.9**
- 8. CONSENT AGENDA**
 - a. Approve Vouchers and Payroll Checks **8.1**
 - b. Approve City Council Regular Meeting Minutes – December 8, 2022 **8.9**
 - c. Authorize the Mayor to Sign On-Call Professional Service Agreements with Sixteen (16) Firms **8.17**
- 9. UNFINISHED BUSINESS**
- 10. PUBLIC HEARING**
- 11. NEW BUSINESS**
 - a. Elect Mayor pro Tempore **11.1**
 - b. Set 2023 Council Calendar **11.3**
 - c. Adopt Ordinance 1510: Adopting SMC New Chapter 4.16 Compost Procurement **11.7**
 - d. Authorize the Mayor to Sign the Public Works and Administrative Collective Bargaining Agreements **11.13**
 - e. Adopt Resolution 2023-01: Salary Benefits Schedule **11.99**
 - f. First and Second Reading and Final Adoption of Ordinance 1511: 2023-2024 Budget Amendment One **11.107**
- 12. PUBLIC CLOSING COMMENTS**
- 13. EXECUTIVE/LEGISLATIVE REPORTS**
 - a. Mayor's Report
 - b. City Administrator's Report
 - c. Councilmember Reports/Questions
- 14. RECESS TO EXECUTIVE SESSION: None Scheduled at this time**
- 15. ADJOURN**

Upcoming Meetings:

January 26, 2023, Regular City Council Meeting 7:00pm
February 9, 2023, Special Workshop Meeting 5:00pm
February 9, 2023, Regular City Council Meeting 7:00pm



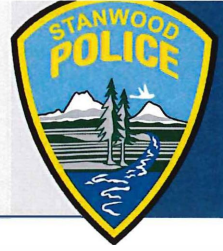
**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 6a
DATE: January 12, 2023
SUBJECT: Police Compstat Reports
CONTACT PERSON: Chief Jason Toner
ATTACHMENTS: A – December 2022 Compstat Report

SUMMARY STATEMENT

Attached is the December 2022 Compstat Reports for council review.

Stanwood Police Department CompStat Report



City of Stanwood Police Chief Jason Toner

Prepared by: Snohomish County Sheriff Office Crime Analysis Unit and Stanwood Police Department

DECEMBER 2022

Stanwood Police Department

COMPSTAT REPORT



What is CompStat?

CompStat stands for 'Computer Statistics' dealing specifically with crime. It is found to be an effective way to accurately track crime and use the information to deploy officers to address it in timely manner. It is a performance management system that is used to reduce crime and achieve other police department goals. It emphasizes information-sharing, responsibility and accountability and improving effectiveness.

What is the benefit to the community?

CompStat allows us to track crime problems and allocate resources to the areas that are being affected. By being able to focus our efforts on areas being impacted, we are able to make apprehensions and drive down crime in Stanwood.

How is data collected?

Crime Analysts access a variety of systems to collect and analyze law enforcement data. Data collection begins at the 911 call center (SNO911) and carries over into law enforcement records management systems (LERMS). Much of the information presented in this report is also reported to state and federal agencies annually.

What data will you see in this report?

What occurred within the city limits of Stanwood and calls responded to by the Stanwood Police outside the city.

This is a true representation of all police activity occurring in the City of Stanwood, you will see these calls listed as "In the STW Beat". On occasion, Stanwood Police officers will be called outside the city to assist other agencies. We also have deputies who live outside of the city so on occasion they will make a traffic stop or respond to a nearby call while commuting to work. You will see these call listed as "Answered by STW ORI"

Incident data:

This represents what police were called to and includes self-initiated activity. Multiple 911 calls for the same incident are presented as a single incident.

Case data:

An incident becomes a case when the deputy determines reporting protocol is met. A case is often generated based on a specific crime, traffic collisions, arrest or the need to document specific actions or information.

DECEMBER 2022

Stanwood Police Department

POLICE STAFFING



The City of Stanwood contracts for law enforcement services through the Snohomish County Sheriff's Office. The contract is identified as a "stand alone" contract, which allows the City of Stanwood to maintain its own police identity to include policies and procedures that meet unique small city needs. All uniforms and vehicles are identified as Stanwood Police and we provide services to the city population of approximately 8,405.

DIVISIONS:

CHIEF OF POLICE: Has the rank of Lieutenant with the Sheriff's Office. Oversees all aspects of the Police Department daily operations. The Chief works with city staff to ensure community needs are met.

ADMINISTRATIVE SERGEANT: Administers the day-to-day administrative functions of the Police Department and oversees the day shift deputies, School Resource Officer and Detective. Steps in as the Chief of Police when the chief is absent.

NIGHT SERGEANT: Oversees the swing shift and night shift deputies.

PATROL DIVISION: Responds to crimes in progress, traffic collisions, missing persons, and other emergency and non-emergency calls for service.

SCHOOL RESOURCE OFFICER: Utilizes the concept of educator, informal counselor, and law enforcer; working to bridge the gap and build relationships between law enforcement and youth.

DETECTIVE: Works in conjunction with patrol and the resources of the Snohomish County Sheriff's Office to investigate a broad range of felony- and misdemeanor-level crimes that occurred in the City of Stanwood.

	ASSIGNED	VACANCIES	PERCENTAGE
Chief	1	0	100%
Sergeant	2	0	100%
Deputy	4	2	67%
School Resource Officer No longer a PD employee - SCSO contract	1	0	100%
Detective	1	0	100%

DECEMBER 2022

Stanwood Police Department

RECORDS UNIT



Records Summary: Job duties include, but are not limited to, the following;

- Provide administrative support for all members of the Stanwood Police Department.
- Assist the Chief of Police with police budget tracking and review.
- Verify and code all incoming invoices for the Police Department.
- Ordering of supplies for the department, and special events.
- Subject matter expert for the Law Enforcement Records Management System (LERMS) used by Stanwood Police Department.
- Manage all Stanwood Police Department documents and records.
- Review all electronic case file entries and information for accuracy.
- Scan paper records into electronic case files.
- Forward criminal arrest referrals to the Prosecuting Attorney's Office.
- Enter trespass notices, gun alerts, and other safety alerts into the agency's electronic records management system.
- Route Child Protective Services & Adult Protective Service referrals.
- Maintain department case file and document archives per Washington State records retention/destruction schedules.
- Responsible for federal reporting of crime statistics to the National Incident Based Reporting System (NIBRS).
- Run monthly case audits and records validations.
- Enter court orders, missing persons, vehicle impounds, lost or stolen property, stolen vehicles, etc. into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Provide second checks for all entries made into Washington Crime Information Center and National Crime Information Center (WACIC/NCIC).
- Conduct background checks for concealed pistol license and pistol transfers applications.
- Provide fingerprint services for concealed pistol license applicants and citizen fingerprints.
- Review and fulfill public records requests within the guidelines of the Public Records Act.
- Create/update/maintain all process, procedure, and training manuals for the position.
- Serve as Stanwood Police Department's Terminal Agency Coordinator for the Washington State Patrol ACCESS program.
- Assists with walk-in and telephone customers, averaging 8,000 yearly contacts.
- Route calls to 911 and non-emergency dispatch.
- Respond to requests for service and answer general questions.
- Manage key & key fob assignments for City of Stanwood employees.

	2022	2021	2020	2019	Year to Date
Public Records Requests	33	34	28	39	370
Concealed Pistol License Issued	53	43	27	30	473
Pistol Transfer Checks	26	46	31	42	447
Fingerprinting & Approximate Time	12 3.0 hrs	15 3.75 hrs	0 Closed	34 8.5 hrs	302 75.5 hrs

DECEMBER 2022

Stanwood Police Department

Message from the Chief



Seems like every year December is jammed pack with things to do and get done and then before you know it's already the new year. For Stanwood PD, December was a lot for cars stuck in the snow, an overwhelming number of cookies and treats provided by the community, and celebrating the holidays with our family, friends, and neighbors.

Crime Trends:

Stanwood PD had a Facebook post on a theft case this month which generated a lot of interest and discussion. Though the feedback was overwhelming positive, there was some strong opinions about the case, and I wanted to take the time to offer some details as well as discuss how we handle shoplifting calls in general. In this case two individuals decided to steal \$65 dollars' worth of food from a local grocery store. There were several factors let led to our decision to arrest rather than just let them go. They had the ability to buy food via an EBT Card (Food stamps), they believed they could not get arrested for shoplifting as they had been caught before and never went to jail, and one of them had a warrant for Domestic Assault and a Restraining Order violation.

For this type of case several factors are considered before determining on whether to arrest, refer charges, or just release without consequence. On one side we have a crime that has been committed, a business or individual who has been victimized and suffered a financial loss, and a goal of keeping Stanwood, a safe community were citizens and businesses feel safe, in their person and possessions.

Additionally, Washington State has the second highest per capita rate in the country of retail theft and retailers estimate 2.7 billion dollars was stolen in 2021 from Washington stores, with a few of our larger box stores in Snohomish County leading the nation in theft. Allowing minor crimes to go unpunished, results turning "minor" crime into a crime crisis.

On the other side it is not cheap to arrest and book an individual for low level crimes. To take someone to jail costs the city a \$138.74 Booking fee, \$193.08 Housing Rate, \$223.12 Court fee, and \$128.20 Prosecuting Attorney Fee for a total of \$683.14 billed to the city. Along with the cost, the officer is away from Stanwood for at least 90 minutes, and times when there is only one officer on duty, the city is left with no one to respond to calls. Also is jail the best solution to the problem i.e., juveniles, elderly, mental health issues. Is the person committing the crime doing so out of need and not criminal intent?

Should police be referring the individual to services in lieu of jail?

Stanwood PD will typically arrest on shoplifting/theft cases when one or more of following criteria is meet: high dollar amount, history of stealing, coming into our community to commit crimes, businesses with a rise in thefts recently. My expectation is our officers will enforce the law, but also have compassion and use common sense when making these judgement calls. I am committed to Stanwood being a safe and good community for our citizens and businesses.

Community Engagement:

Stanwood PD participated in the Christmas Tree Lighting downtown with Officer Grinch passing out candy canes and spreading good cheer to all. Our officers and office staff adopted a family in need for Christmas and I was impressed and appreciated their generosity as we able to get everything on the Christmas List and hopefully add a little joy to their holiday season.

Chief Toner

DECEMBER 2022

Stanwood Police Department

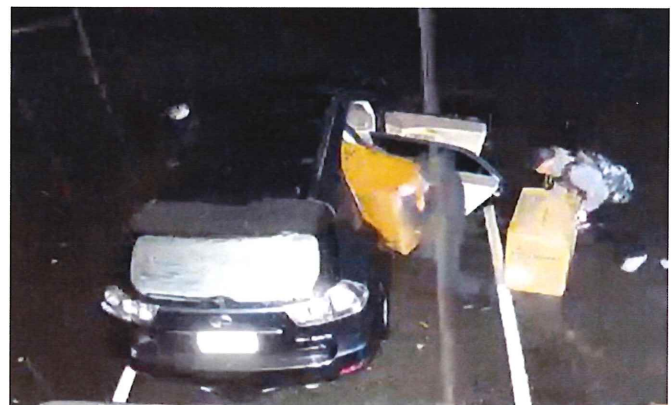
Detective Report



Stanwood Police Case 2022-6618 Theft

On 11-04-2022 two males parked a car behind a local hardware store at about 3:30am. The subjects removed several items from a fenced storage area behind the business after using bolt cutters on the access gate.

Images of the males and associated vehicle have been shared with area law enforcement.



Update-Stanwood Case 2019-8848 Burglary

On 11-11-19 at about 0408 hours Deputy Chaney (#1347) responded to an audible alarm at a local car wash and found the door to a storage room open when he arrived.

Video from the business showed a male suspect prying on the door and taking items from inside the storage area. Images of the suspect were posted on the Stanwood Police Department Facebook page.

A citizen responded to the posted images and identified the suspect as her ex-boyfriend with 100% certainty.

The suspect was arrested on 01-02-2022. He denied being involved in the burglary during an interview with Detective Martin. The subject was booked into the Snohomish County Jail on the charge of Burglary Second Degree.

On 11-22-2022 Detective Martin received notice from the Prosecutor's Office advising the case was being declined because the statute of limitations for filing charges expired on 11-11-2022.



DECEMBER 2022

Stanwood Camano School District

SCHOOL RESOURCE OFFICER



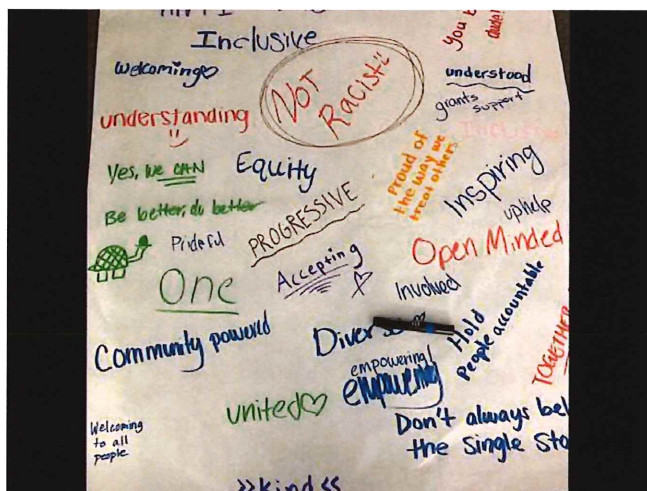
SEASONS GREETINGS!

December marked the end of the 2022 school year, but was the beginning of fun year end holiday activities. The school was decorated in various holiday themes, with the return of the holiday door decorating contest (winner to be announced upon return in January). The year end school assembly was full of excitement with lots of cheer and fun games by students and staff. Here's a picture of Chef Wallis helping to make Buddy the Elf his favorite pasta with maple syrup dish.



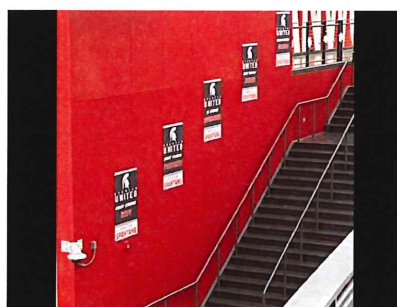
DIVERSITY, INCLUSION, BELONGING

Erin Jones came to Stanwood High School on December 14th to work with our student focus group. Erin Jones worked with the group on various activities to include the chart on the left, to highlight expected qualities of our student body and staff.



NEW BLING!

New banners were hung (with care) over the winter break!



DECEMBER 2022



The following pages cover incidents data. This is also known as calls for service. If 30 people call because there's a wreck in front of Haggen's, it counts here once.

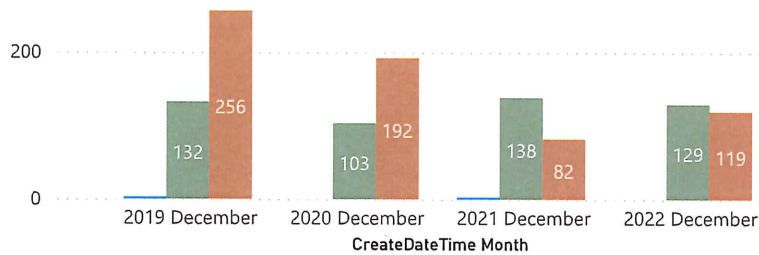


TOTAL INCIDENTS

Previous Month Over Time

Stanwood West, Incidents by Origination

Call Origination: (Blank) 911 call Officer-Initiated



Stanwood East, Incidents by Origination

Call Origination: (Blank) 911 call Officer-Initiated

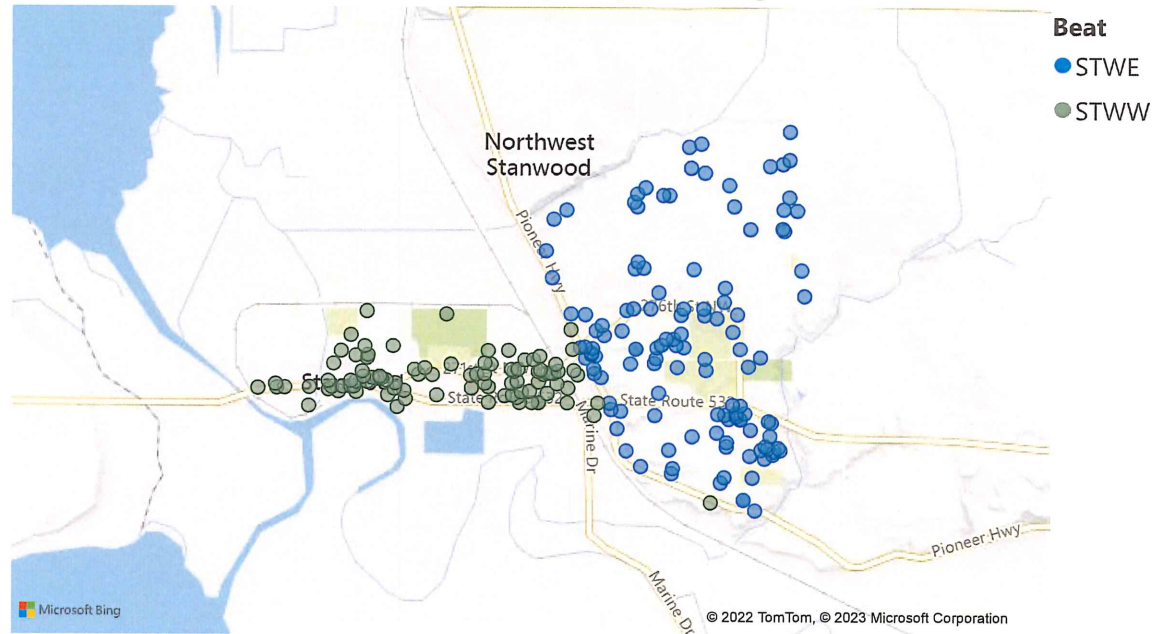


Total Incident Counts, Past 6 Full Months by Origination Type

Call Origination: (Blank) 911 call Officer-Initiated



All incidents Past 1 Month - excludes victim privacy concerning incidents

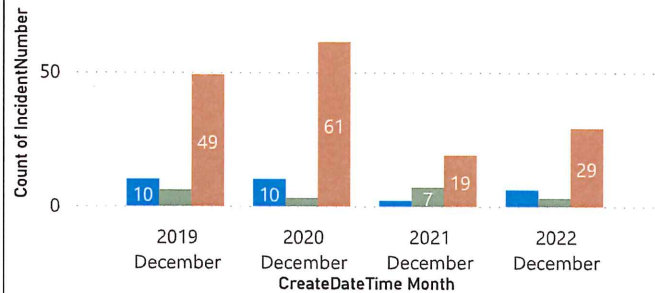




Previous Month Over Time

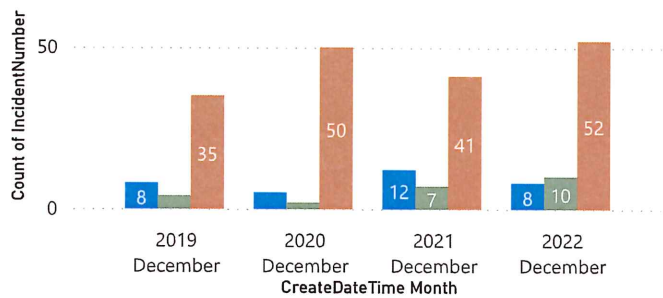
Stanwood West

IncidentType ● Collision ● DUI ● Traffic



Stanwood East

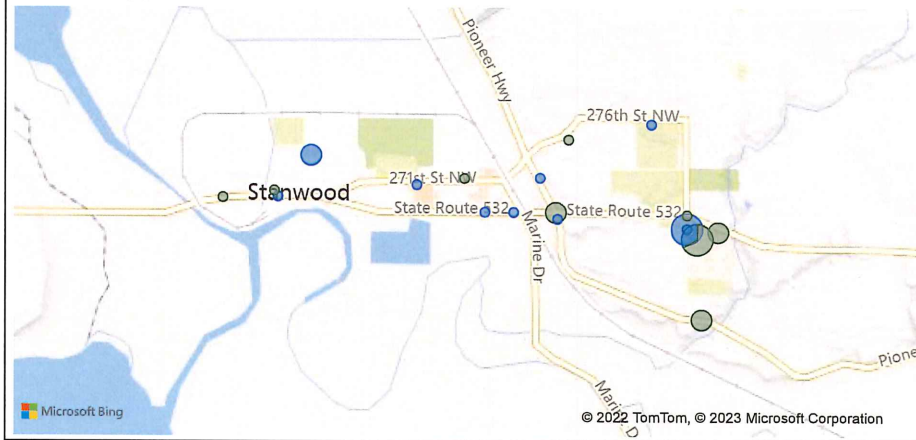
IncidentType ● Collision ● DUI ● Traffic



Collision, DUI, and Traffic INCIDENTS

Previous Month, Current Year

IncidentType ● Collision ● DUI



STWW & STWE

Year	Collision	DUI
2022		
July	8	12
August	13	4
September	12	2
October	25	4
November	19	3
December	14	13

Traffic - Previous Month, Current Year

Call Origination ● 911 call ● Officer-Initiated



STWW & STWE

Year	Traffic
2022	
July	117
August	93
September	110
October	49
November	99
December	81



Tickets - To End of Previous Month, Current Year

Data begins in 2021, due to lack of tickets issued in 2020 (due to covid lockdowns).

of Tickets

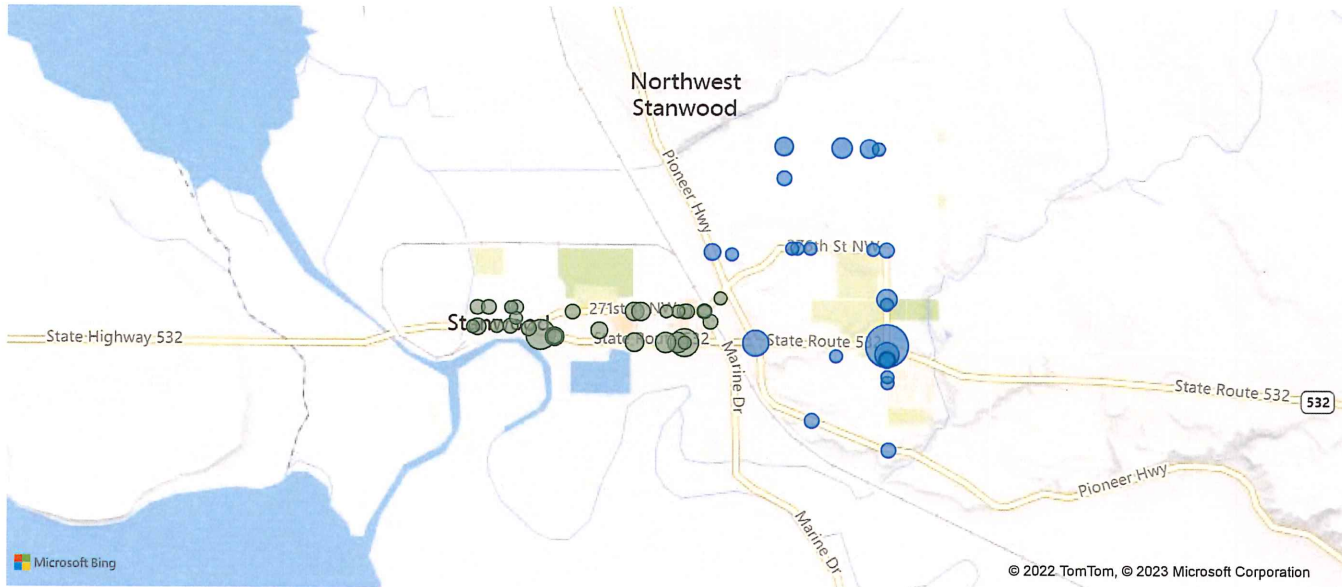
108

of Citations

159

of Citations

Beat ● STWE ● STWW



Total Tickets

Month 2022

January	6
February	8
March	8
April	3
May	9
June	18
July	22
August	21
September	19
October	10
November	14
December	21

How Many Tickets Had More than One Citation?

37



Alarms

Alarms

Beat ● STWE ● STWW

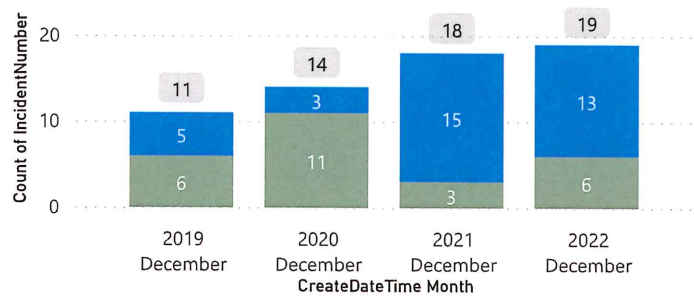


STWW & STWE

Year	Alarm
2022	
July	22
August	23
September	17
October	18
November	19
December	23

Alarms that were False Alarms

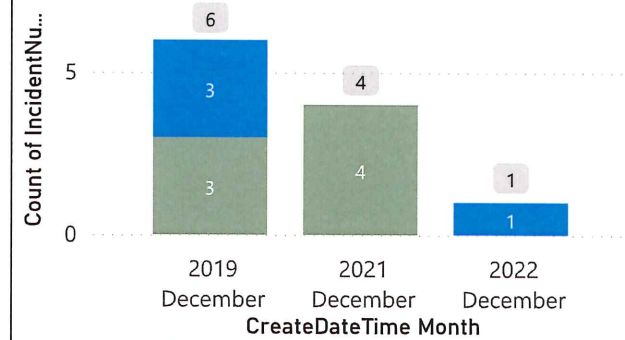
Beat ● STWE ● STWW



Abandon Vehicles

Abandon Vehicles

Beat ● STWE ● STWW



STWW & STWE

Year	Abandoned Vehicle
2022	
July	5
August	1
September	2
October	6
November	3
December	1

Abandon Vehicles Past Calendar Month, ThisYear

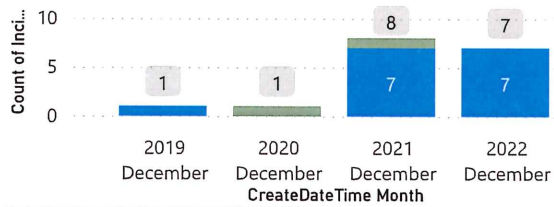
Beat ● STWW



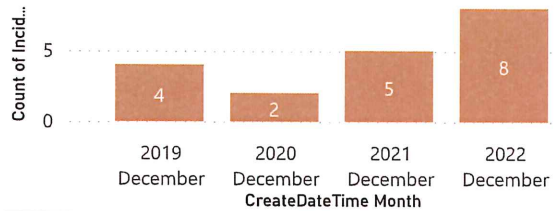


Stanwood West

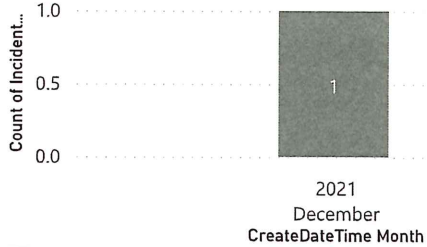
IncidentType ● BHC ● Suicide



IncidentType ● Welfare Check



IncidentType ● Death



Year BHC

2022	
August	4
September	4
October	2
November	6
December	7

Year Welfare Check

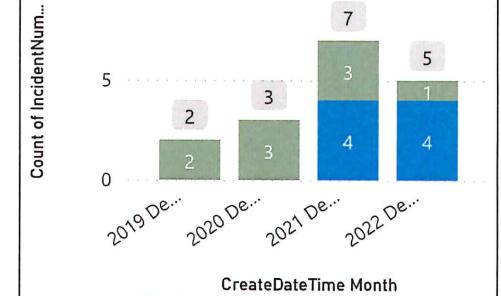
2022	
July	8
August	1
September	3
October	3
November	1
December	8

Stanwood East

Year BHC Suicide

2022		
July	1	6
August	1	1
September	3	2
October	1	1
November	4	2
December	4	1

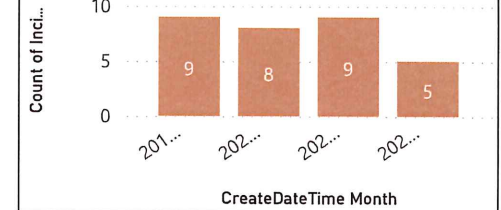
IncidentType... ● BHC ● Suicide



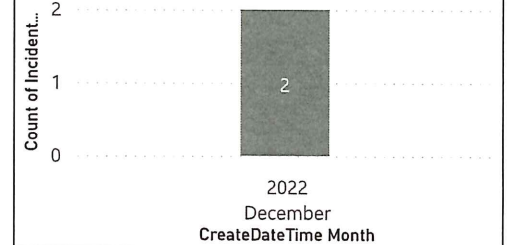
Year Welfare Check

2022	
July	6
August	7
September	7
October	4
November	8
December	5

IncidentType... ● Welfare Check



IncidentType... ● Death





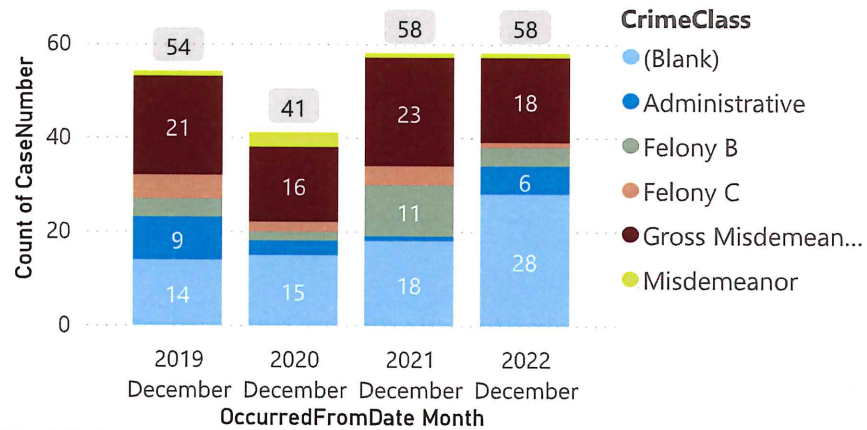
The following pages cover case data. The key difference between cases and incidents data is a Deputy has determined something did transpire that justifies writing a case report.

TOTAL CASES

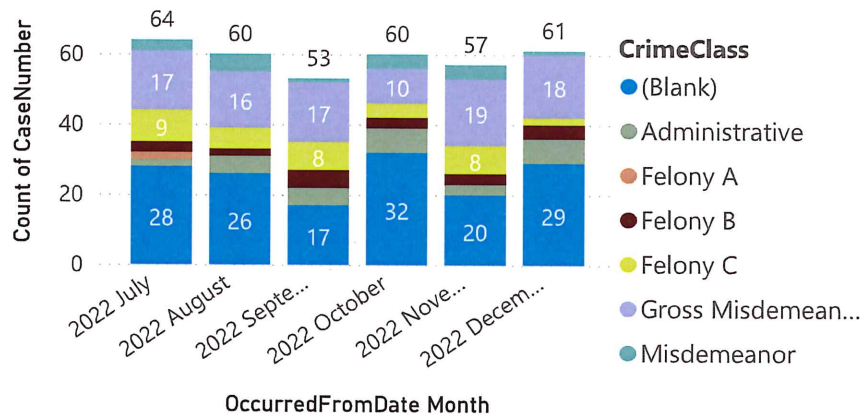
IN THE STW BEAT

Previous Month Over Time

Count of CaseNumber by Year, Month and CrimeClass

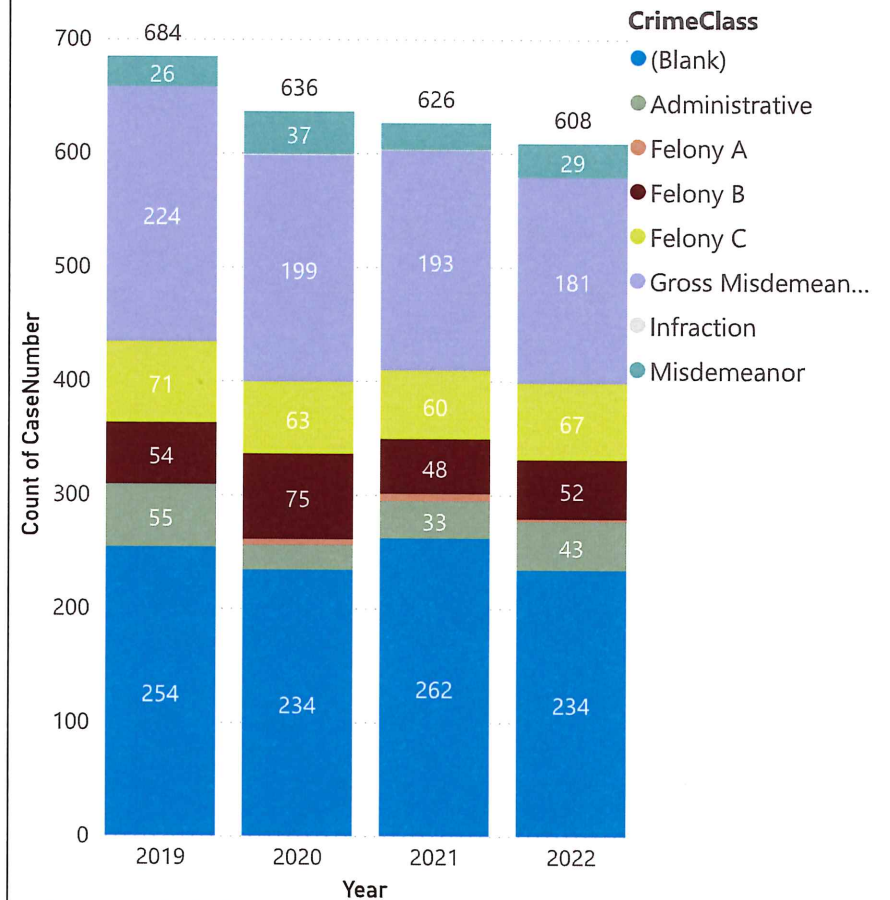


Count of CaseNumber by Year, Month and CrimeClass



To Date by Year

Count of CaseNumber by Year and CrimeClass

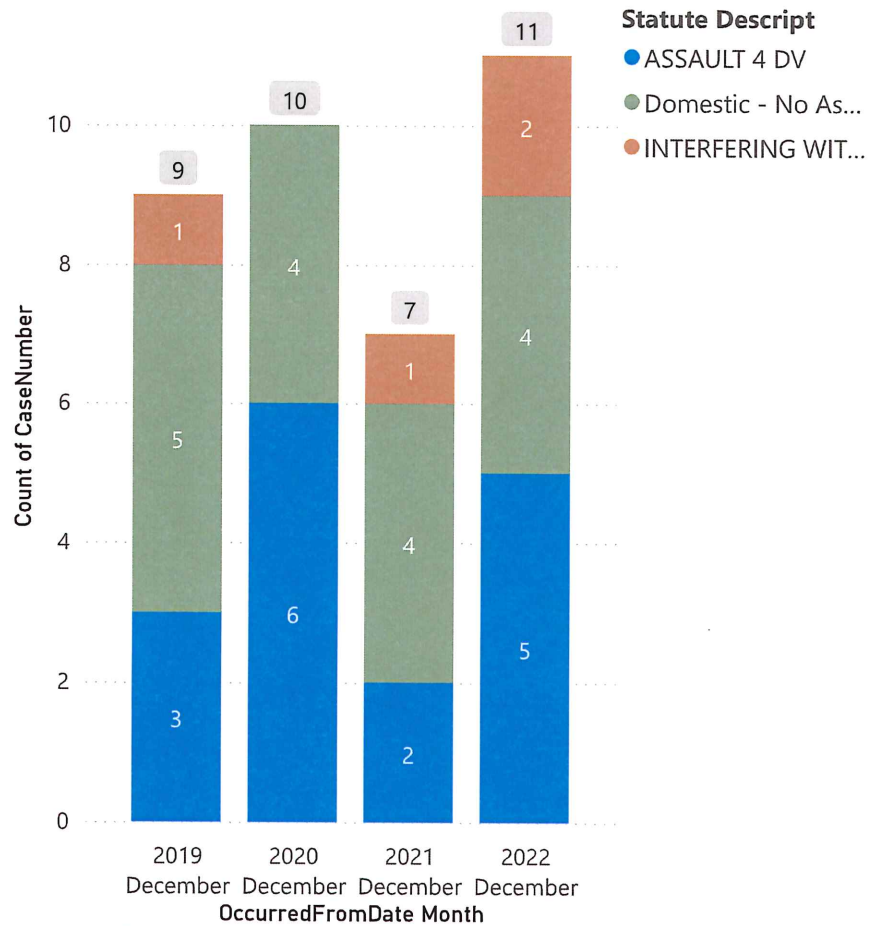


Domestic Related CASES

IN THE STW BEAT

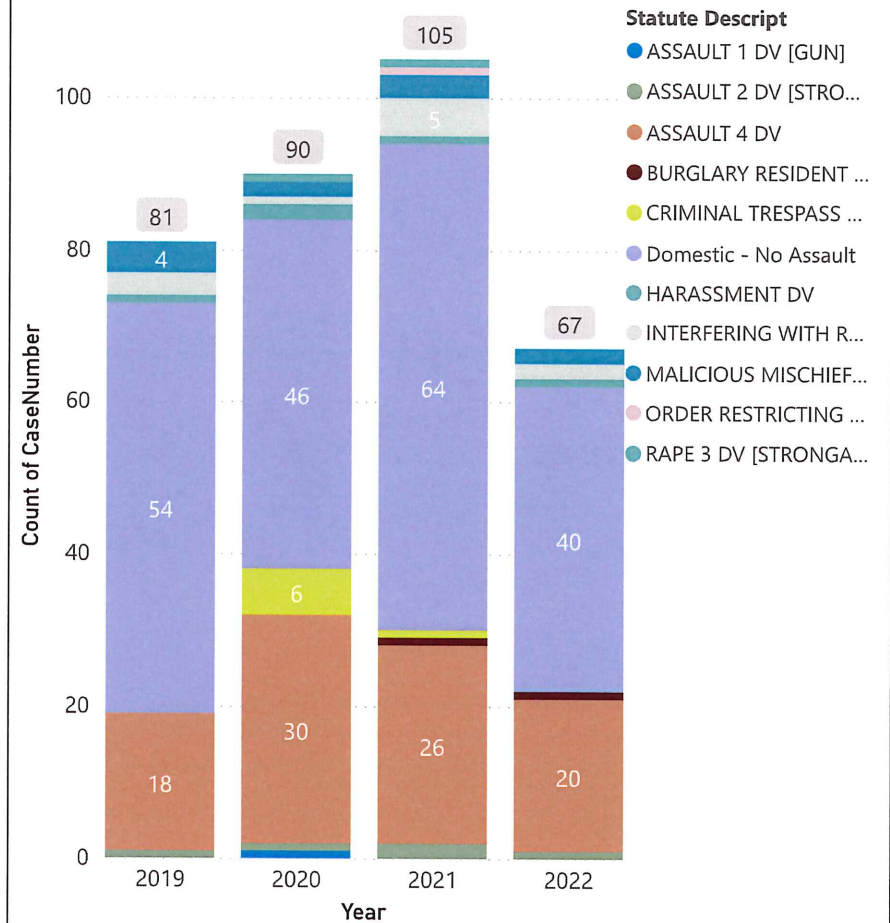
Previous Month Over Time

Count of CaseNumber by Year, Month and Statute Descript



To Date By Year

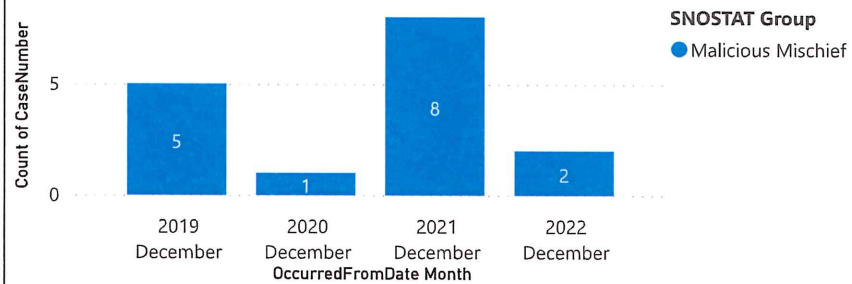
Count of CaseNumber by Year and Statute Descript



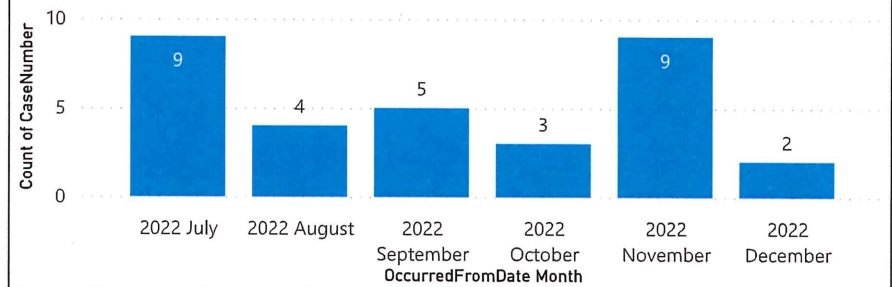


Malicious Mischief CASES

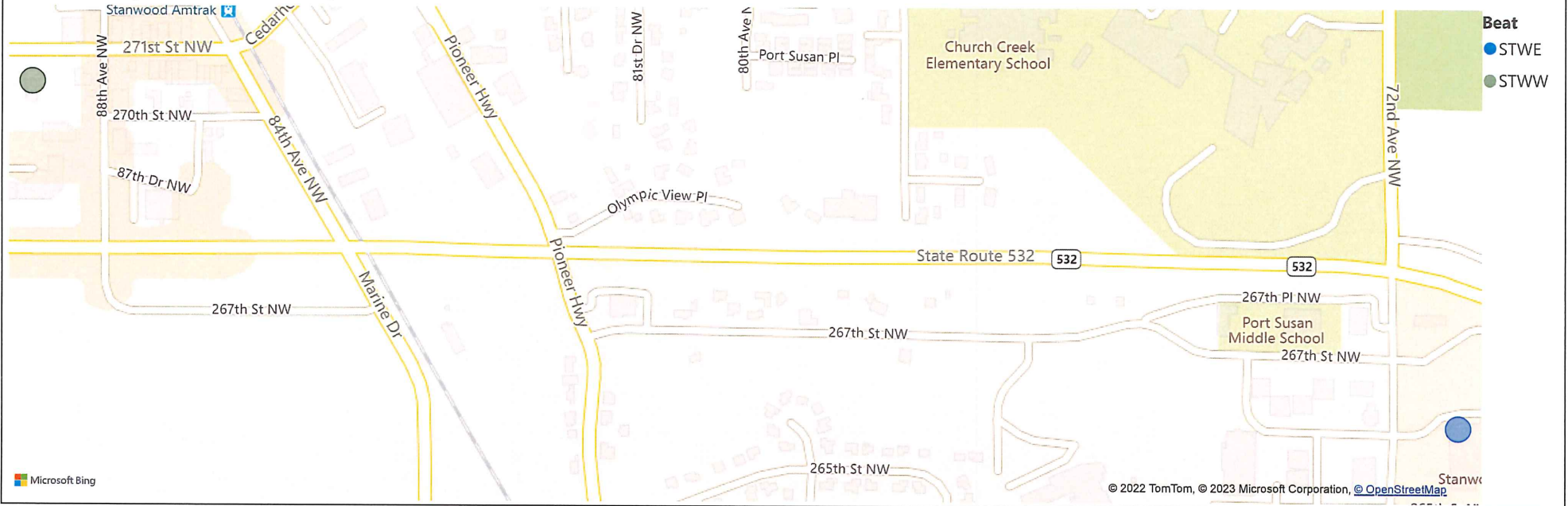
Count of CaseNumber by Year, Month and SNOSTAT Group



Count of CaseNumber by Year and Month



Cases in the past Calendar month, Current Year





Auto Theft CASES

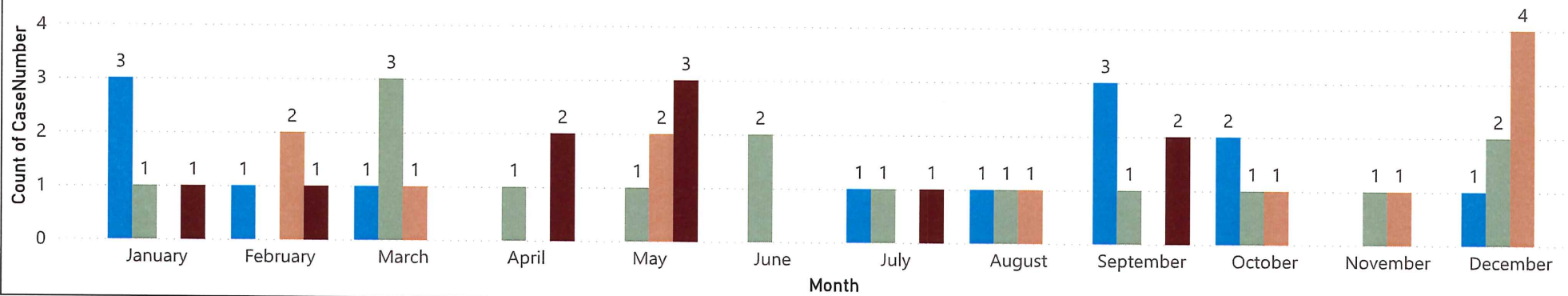
Past Six Calendar Months

Month ● September



Jan 1 - Present, each year

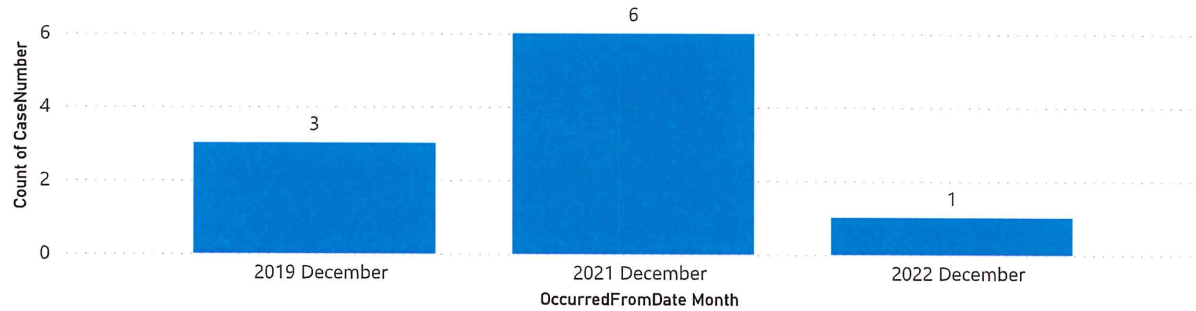
Year ● 2019 ● 2020 ● 2021 ● 2022





Vehicle Prowl CASES

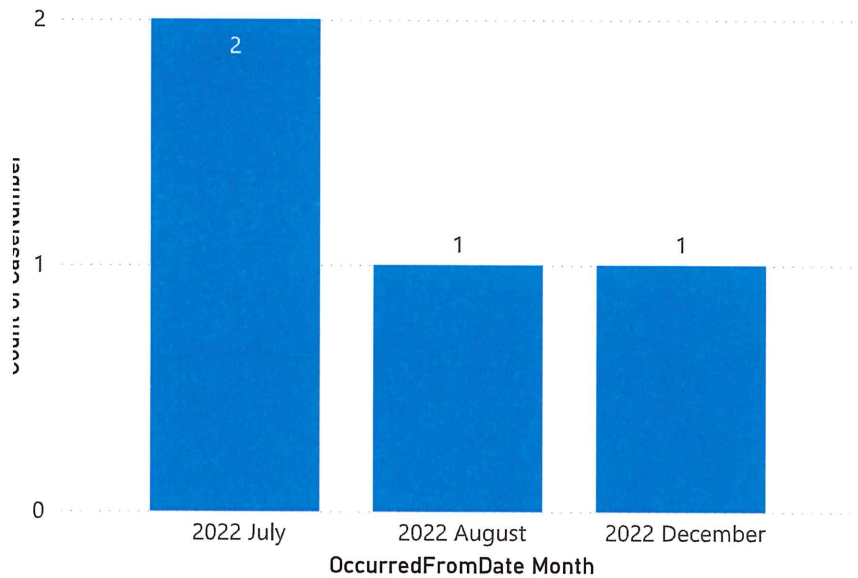
Count of CaseNumber by Year and Month



Jan 1 - Current Date, Current Year

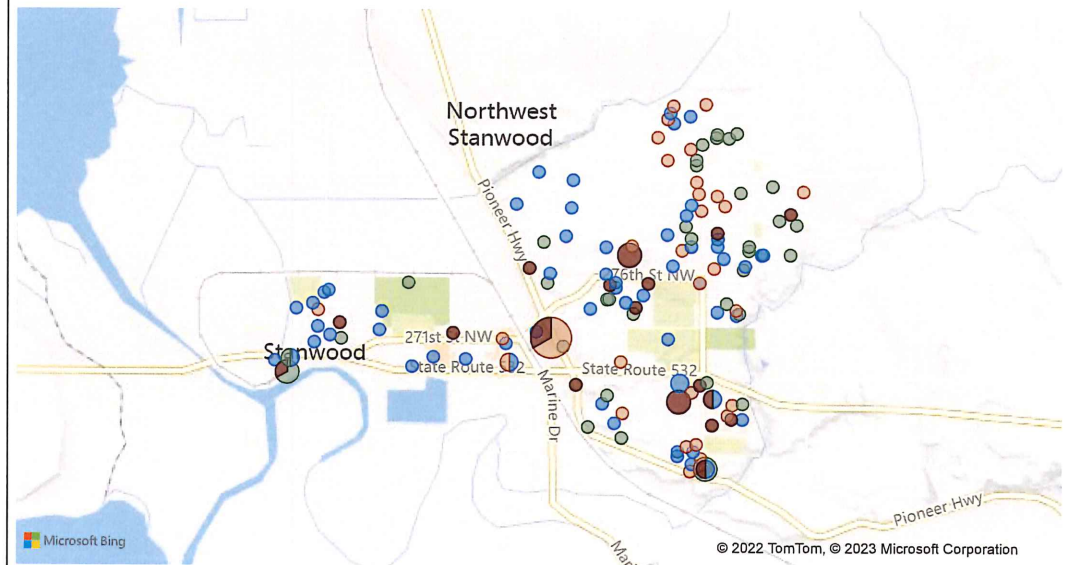
Year	Veh Prowl 1	Veh Prowl 2	Total
2019	4	55	59
2020	2	37	39
2021	1	34	35
2022	4	20	23

Count of CaseNumber by Year and Month



Count of CaseNumber by Year, Lat and Lon

Year ● 2019 ● 2020 ● 2021 ● 2022





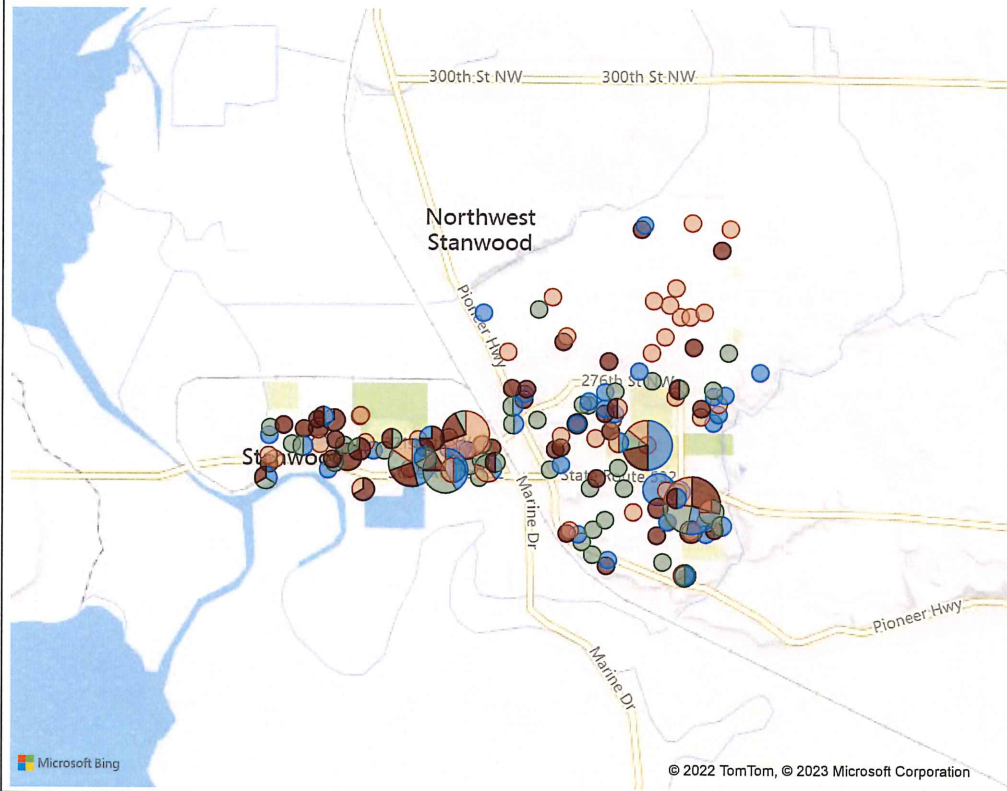
Theft CASES

Jan 1 - Current Date

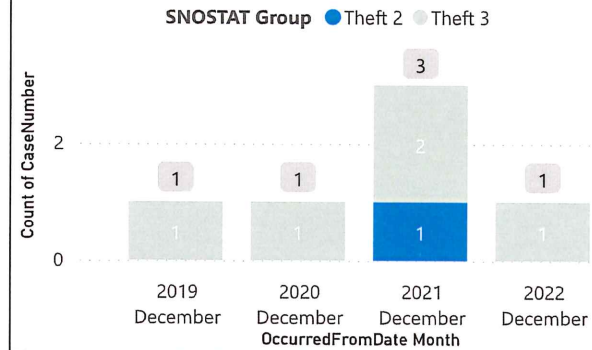
Beat	2019	2020	2021	2022
STWE	44	32	38	39
STWW	28	28	28	38
Total	72	60	66	77

Count of CaseNumber by Year, Lat and Lon

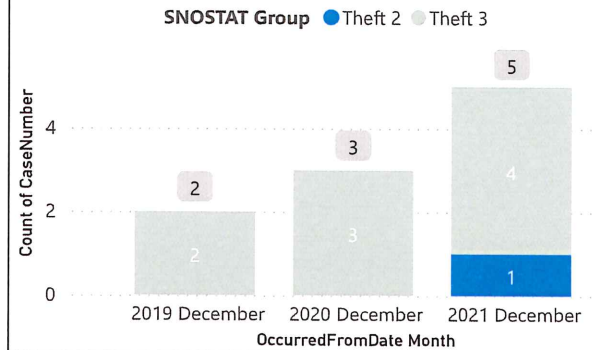
Year ● 2019 ● 2020 ● 2021 ● 2022



Stanwood West



Stanwood East



Year	STWE
2022	
December	1
November	3
October	3
September	4
August	2
July	4



Burglary CASES

Jan 1 - Current Date

Year	STWE	STWW
2019	14	5
2020	10	12
2021	11	9
2022	12	7

Stanwood West

SNOSTAT Group ● Burg - Residential ● Burg 2 - Commercial



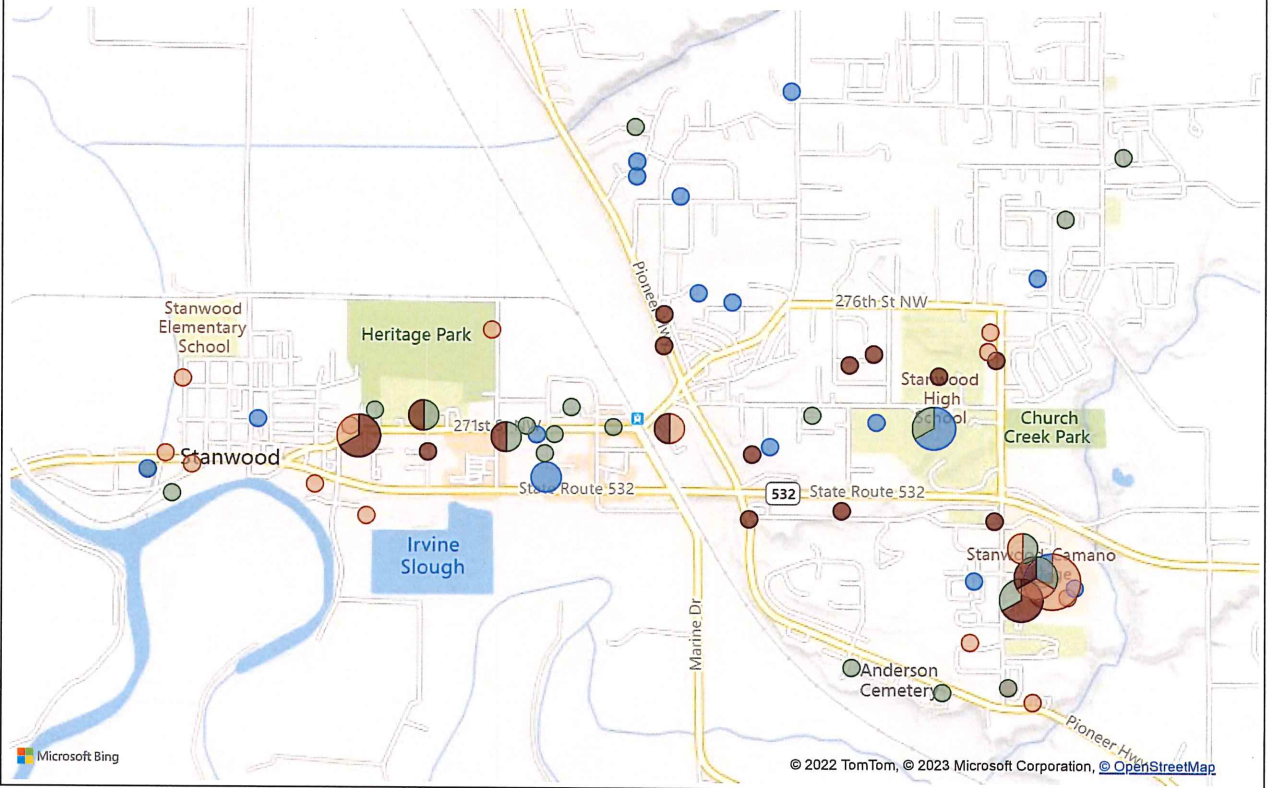
Stanwood East

SNOSTAT Group ● Burg - Residential ● Burg 2 - Commercial



Count of CaseNumber by Year, Lat and Lon

Year ● 2019 ● 2020 ● 2021 ● 2022





CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6b

DATE: January 12, 2022

SUBJECT: Small Works Project Report –2022

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Small Public Works and Limited Public Works
Contracts awarded from the Small Works Roster

PURPOSE

The city must make available a list of contracts awarded under the small works roster process at least once per year in accordance with RCW 39.04.200. This agenda cover and attached list satisfies this requirement.

BACKGROUND

The City of Stanwood uses the state approved small works roster process to efficiently solicit bids for Small Public Works projects under \$350,000. Small Public Works projects less than \$50,000 are known as Limited Public Works and enable an agency to waive the payment bond, performance bond, and/or retainage.

The independent Municipal Research and Services Center (MRSC) organization manages an online database for Washington State local government agencies (cities, counties, school districts, and special districts) to solicit work from contractors eligible to bid on small public works projects and to solicit work from professional consultants.

Agencies are required to advertise and maintain a list of interested contractors and consultants. For a small fee, MRSC handles the advertising and tracking as required by state law. Agencies throughout Washington State use the MRSC Roster to fulfill the state requirements.

As a shared roster system, MRSC Rosters provides agencies with access to a current contractor, and consultant list, while at the same time allowing contractors and consultants the marketing advantage of reaching multiple agencies through just one roster application process.

Under RCW 39.04.155(3) agencies using the Small Works Roster Process or the Limited Public Works Process are required to make certain information available about

contracts awarded under these processes. Rather than maintaining two separate reporting systems, one for Small Works Roster projects and one for Limited Public Works projects, an agency can combine the requirements which are: to maintain a list of the contractors contacted and the contracts awarded during the previous 24 months including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, the date the contract was awarded and other contractors solicited. The list must be made available once every year and have easy accessibility by either including it on the city's website or upon request by email.

Attachment A provides a list of public works projects and a list of limited public works projects awarded from the small works roster during the previous 12 months.

ANALYSIS

The projects in Attachment A have been awarded in accordance with state and local purchasing requirements. There is no fiscal impact associated with this action.

SMALL PUBLIC WORKS PROJECTS (<\$350,000) 2021 – 2022

CONTRACT DATE	CONTRACTOR	UBI #	CONTRACTOR REG #	PROJECT	BID AMOUNT	OTHER CONTRACTORS SOLICITED
4-8-2021	AtWork! Commercial Enterprises, LLC	604 188 676	ATWORCF823C3	SR532 Flood Berm Pathway Planting Project	\$55,391.70	Emailed all MRSC Contractors Registered for: Main Category: Vegetation Work Sub-Category: Landscape Improvements (Not Maintenance) Bids Received: 6
05/26/2022	Transblue LLC	604-009-618	TRANSL*849QM	Asphalt Repair Project	\$60,747.12	Emailed all MRSC Contractors Registered for: Main Category: Roadway Construction, Repair, and Maintenance Sub-Category: Asphalt Pavement Minor Repairs, Asphalt Pavement Roads Bids Received: 6
11/22/2022	Wyser Construction CO. IN.	601-735-231	WYSERCI045N99	Sebranke Property Cleanup	\$82,357.55	Emailed all MRSC Contractors Registered for: Main Category: Earthwork, Hazardous Materials Abatement Sub-Category: Excavation and Trucking, Hazardous Material Removal and Abatement Bids Received: 2

LIMITED PUBLIC WORKS PROJECTS (<\$50,000) 2020 – 2021

CONTRACT DATE	CONTRACTOR	UBI #	CONTRACTOR REG #	PROJECT	BID AMOUNT	OTHER CONTRACTORS SOLICITED
2-11-2021	Bonner Electrical, LLC	603 016 830	BONNEEC904L9	On-Call Electrical Services	Not to exceed \$50,000/yr	Emailed all MRSC Contractors Registered for: Main Category: Electrical & Com., Facility CN, Repair & Maint. Sub-Category: Electrical CN, Electrical High Volt, Low Volt, Lighting, etc. Bids Received: 3
2-11-2021	Control Dynamics	601 560 641	CONTRDI061M7	On-Call Electrical Services	Not to exceed \$50,000/yr	Emailed all MRSC Contractors Registered for: Main Category: Electrical & Com., Facility CN, Repair & Maint. Sub-Category: Electrical CN, Electrical High Volt, Low Volt, Lighting, etc. Bids Received: 3

03/24/2022	Bonner Electrical, LLC	603-016-830	BONNEEC904L9	On-Call Electrical Services	Not to exceed \$50,000/yr	Emailed all MRSC Contractors Registered for: Main Category: Electrical and Communication, Facility Construction, Repair, and Maintenance Sub-Category: Electrical Construction, Electrical High Voltage, Electrical Low Voltage, Lighting - Exterior, Lighting - Interior, Security System Installation and Repair, UPS System (Uninterrupted Power Supply), Generator Installation, Repair, and Maintenance. Bids Received: 4
03/24/2022	VP Electrical Service Inc.	604-218-406	VPELEES824DM	On-Call Electrical Services	Not to exceed \$50,000/yr	Emailed all MRSC Contractors Registered for: Main Category: Electrical and Communication, Facility Construction, Repair, and Maintenance Sub-Category: Electrical Construction, Electrical High Voltage, Electrical Low Voltage, Lighting - Exterior, Lighting - Interior, Security System Installation and Repair, UPS System (Uninterrupted Power Supply), Generator Installation, Repair, and Maintenance. Bids Received: 4
06/22/2022	Coating Applicators	604-356-798	COATIA*812	Hamilton Smokestack Painting	\$34,877.72	Emailed all MRSC Contractors Registered for: Main Category: Facility Construction, Repair, and Maintenance, Water Facility Construction, Repair, and Maintenance Sub-Category: Painting - Exterior, Water Tank Interior/Exterior Painting Bids Received: 6
07/27/2022	Monarch Tree Service	603-498-589	SIGNALS859KA	Church Creek Park Tree Removal	\$49,203.58	Emailed all MRSC Contractors Registered for: Main Category: Vegetation Work Sub-Category: Logging, stump grinding and removal, tree trimming and removal (Line clearance required) Bids Received: 5

09/22/2022	Western Mechanical & Controls	604-558-033	WESTMC780J6	PD/WWTP HVAC Replacement	\$47,137.81	Emailed all MRSC Contractors Registered for: Main Category: Facility Construction, Repair, and Maintenance Sub-Category: HVAC Installation, Inspection, and Maintenance Bids Received: 5
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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 6c

DATE: January 12, 2023

SUBJECT: 2024 Comprehensive Plan and Municipal Code Quarterly Update

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – City Council Quarterly Report

SUMMARY STATEMENT

The 2024 Comprehensive Plan and Municipal Code Update quarterly report is attached to this staff report for Council's review.



CITY OF STANWOOD
2024 COMPREHENSIVE PLAN &
MUNICIPAL CODE UPDATE PROJECT

CITY COUNCIL
QUARTERLY REPORT

MEETING DATE: January 12, 2023

SUBJECT: 2024 Comprehensive Plan and Municipal Code
Quarterly Update

CONTACT PERSON: Patricia Love, Community Development Director

BACKGROUND

The Growth Management Act requires each city and county to review and update their Comprehensive Plans at least once every ten years. The legislature set a staggered schedule for cities and counties throughout the state to update their plans. Jurisdictions within King, Pierce, Kitsap and Snohomish County are required to update their plans by December 31, 2024. In addition, state law requires that the supporting development regulations be consistent with the Comprehensive Plan.

QUARTERLY REPORT PERIOD: September – December 2022

COMPREHENSIVE PLAN UPDATE

Last quarter, the Comprehensive Plan workplan was set up and the summer public outreach events held. Since then, detailed work on the Comprehensive Plan update has begun including the following:

- The Comprehensive Plan land use alternatives and economic analysis was prepared and found that the city's existing land use designations / zoning has sufficient capacity to meet the 2044 population growth targets but falls short (by 251 jobs) of the employment growth targets. Two land use alternatives have been proposed that focus on promoting jobs and support the downtown revitalization efforts.
 - A proposed new Planned Industrial zone changes 41 acres of Light Industrial and General Industrial zoning to Planned Industrial zoning which changes the job capacity for those properties from 38 to 573 over the next 20 years and closes the job shortfall gap bringing the city into compliance with the GMA mandated employment targets.
 - Continuing with the Downtown Revitalization and Twin City Mile project, this alternative looks at creating and expanding the mixed-use zoning along 270th and 271st Street to put an emphasis on storefronts and pedestrian facilities. Housing would be allowed behind the main street to create a population base to support walkability to businesses and restaurants.

- Two virtual open houses were held to present and discuss these land use alternatives with the public. December 7 open house focused on the industrial zoning and the December 14 open house focused on the downtown mixed-use proposal. Notes from these meetings are attached.
- The Planning Commission and Advisory Group have reviewed amendments to the Economic Development Policies.
- Draft Economic Development and Land Use Elements have been prepared and will be shared with the Advisory Group in January and the Community Development Committee and Planning Commission in February.
- The existing conditions portion of the Transportation Element has been prepared.
- A questionnaire has been prepared requesting public input on needed new or improved public facilities such as streets, sidewalks, trails, drainage, parks, water, or sewer. The questionnaire has been posted on social media and will go out with the December and January utility bills. Information gained from this survey will form the basis of the updated 6- and 20-year capital improvement plan project lists.

STANWOOD MUNICIPAL CODE UPDATE

First drafts of the Stanwood Municipal Code amendment have been prepared starting with the general governmental structure of the city: Title 1 - General Provisions, Title 2 - Personnel, and a new proposed Title 4 – Administration.

Title 1: General Provisions

- Minor structural changes to Title 1 including numbering and code update methodology
- Updating definitions and adding a section describing applicability to the entire code
- Move public noticing and public works contracts chapters out of Title 1 and create a new administrative procedures title (Title 4)
- Add a new initiative and referendum chapter

Title 2: Personnel

- Rename Title 2 – Administration and Personnel to Personnel; Administrative sections will be moved to new Title 4
- Chapters will be organized to follow the general governmental hierarchy: Council, Mayor, City Administrator, City Officers, Boards and Commissions, Departments and Contract Services
- Update or repeal sections based on current duties and responsibilities
- Move all fees to Title 3 – Revenue and Finance

New Title 4: Administration

- Create a new Title 4 – Administration to logically segregate material about government administration into its own Title for clarity: governmental operations, contracts, and donations

- Adopt the following new chapters: Council Delegation Authority, Defense and Indemnification of City Officers, Employees, and Volunteers, and Ethics Rules and Guidelines

Additional work on the Municipal Code project includes:

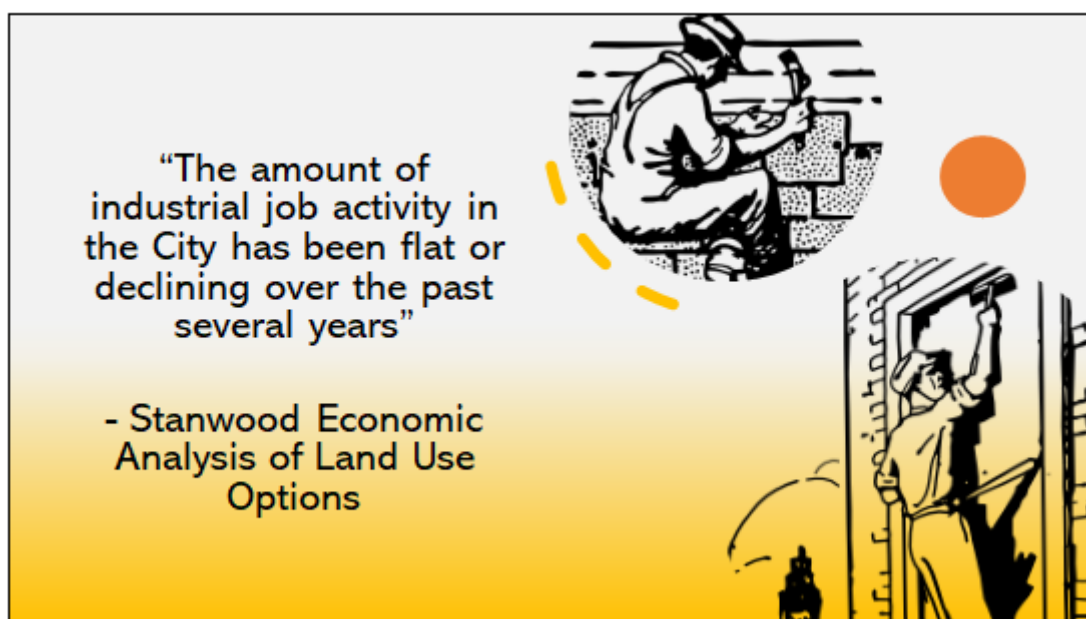
- Amendments to Titles 1, 2 and 4 have been reviewed by staff, the City Attorney, Police Chief, North County Regional Fire Authority, the Hearing Examiner, the Planning Commission and the Advisory Group. Council review of these amendments are tentatively scheduled for late January / early February 2023.
- Staff has prepared “observation memos” for Titles 3, 5, 7, 8, 9 and 13. Observation memos are summary memos describing staff’s suggested edits to the Municipal Code. These memos have also been reviewed by the City Attorney and Police Chief as appropriate. The Observation Memos are then submitted to the consultant as a starting point for their work.
 - Title 3 – Revenue and Finance
 - Title 5 – Business Licenses and Regulations
 - Title 7 – Health and Sanitation
 - Title 8 – Animals
 - Title 9 – Public Peace, Morals, and Safety
 - Title 13 – Code Enforcement
- Due to the interconnection of various Titles, drafting of certain Titles will be bundled together: Portion of 7, 9 and 13 will be processed together and the remaining portions of 7 and 9 will be processed together. Titles 3 and 5 may be processed together. Title 8 will be processed as a standalone Title.
- Approach memos have been prepared by the consultant for Titles 9 and 13. Approach memos are the consultants suggested changes based on the staff observation memo and their professional recommendations. These approach memos will be forwarded to the Advisory Group in January and the Planning Commission / Community Development Committee in February.

December 7 Virtual Open House Summary Notes

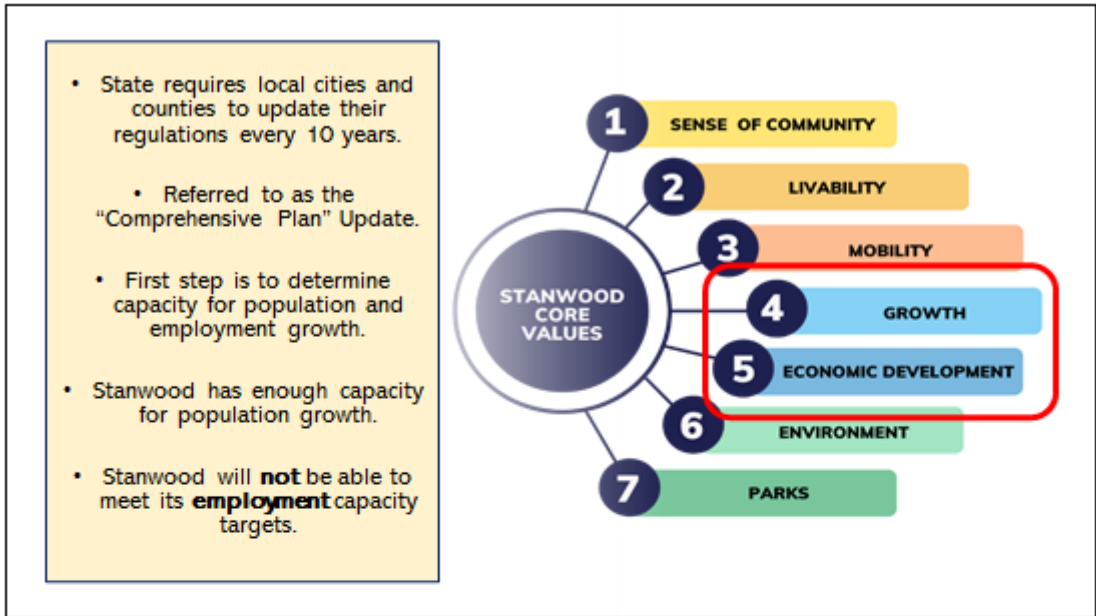
Presentation Materials:



1



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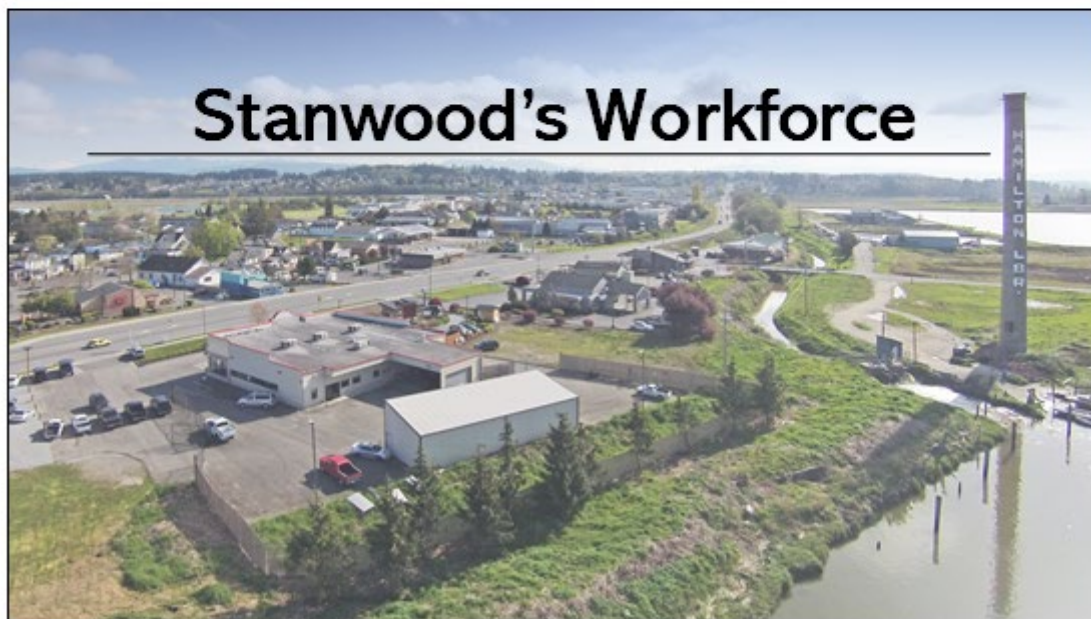
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AGENDA

1. Introduction
2. Audience Poll
3. Stanwood's Workforce
4. 2044 Targets and Capacity
5. Existing Industrial Lands
6. Proposed Industrial Lands
7. Breakout Discussions
8. Closing Thoughts

5



6

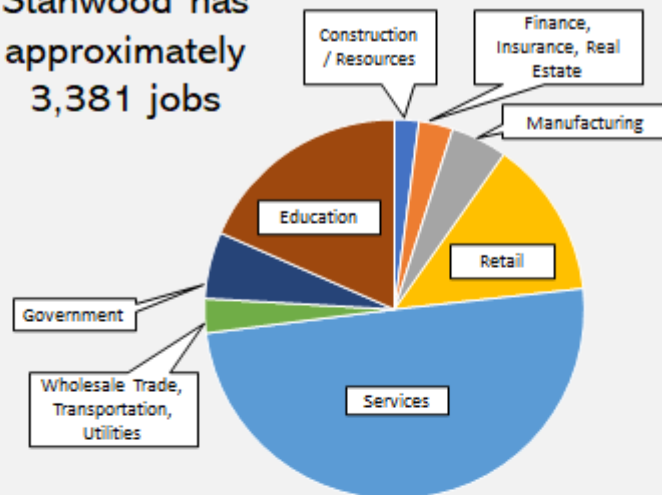
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- Stanwood's median household income is \$75,767.
- 7.5% of residents have an income below the poverty line.
- Unemployment rate is 2.1%.
- 1 of 10 employees work from home either part time or full time.

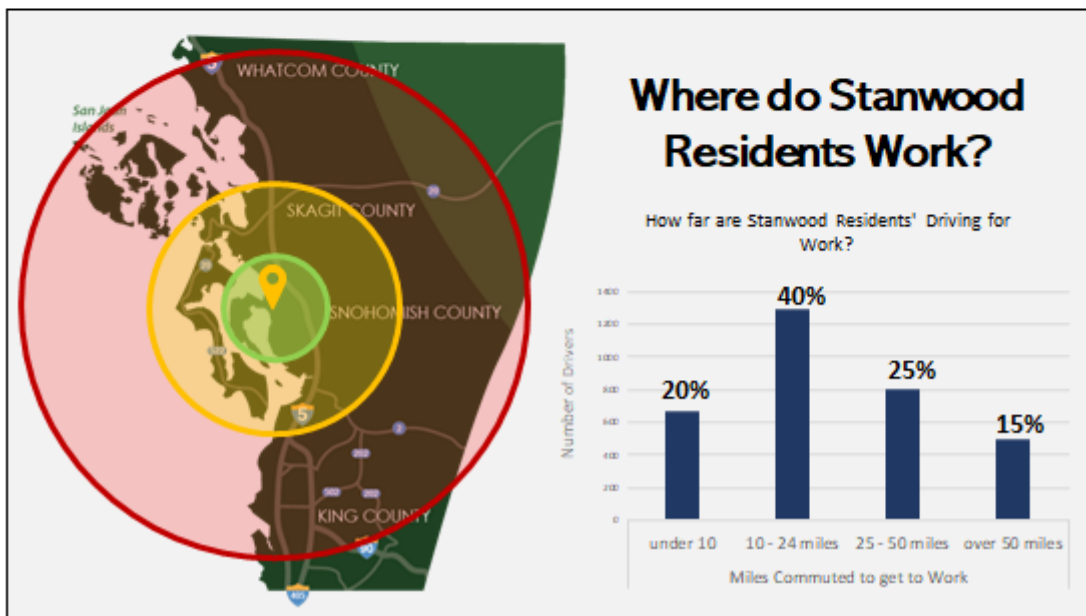


Construction work along Viking Way and 90th Avenue.
Source: GoSkagit.com

Stanwood has approximately 3,381 jobs



7



2044 Capacity Targets

"Capacity" is based on zoning designations, existing development, and re-development potential.

"Living wage jobs" are defined as jobs that pay enough to meet the basic needs and cost of supporting a family or individual independently including housing, food, and transportation.

Current Job Capacity	2044 Job Capacity Target	Shortfall
4,822 jobs	5,073 jobs	251 jobs

The question we need your help to answer is "how do we fill this gap?"

9

Questions so far?

Key Points

State, region, counties, and cities set growth targets for population and employment

Stanwood's largest industry sectors are service jobs, education, and retail

Need to address living wage jobs and a shortfall of 251 jobs for 2044

Existing Industrial Lands



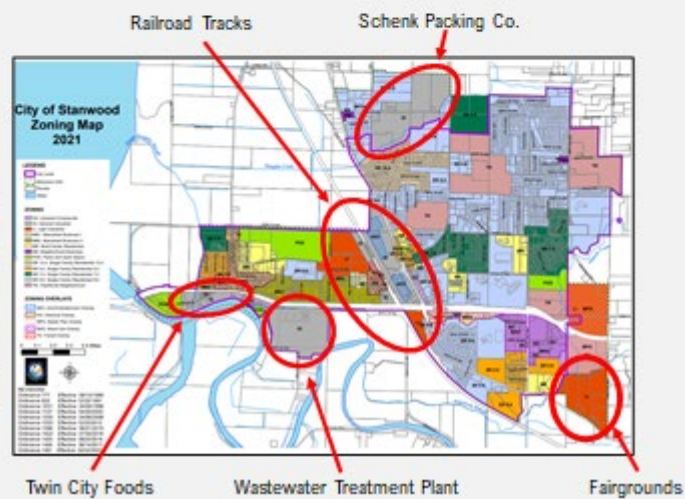
11

Existing: Two Industrial Zones

- Light Industrial
- General Industrial



Above: Twin City Foods



Existing: Two Industrial Zones

Light Industrial (LI)

Examples of uses include:

- Kennels, Auto Repair, Towing and Impound Yards, Hotels, Food Processing, Light Manufacturing, Equipment Rental, Warehousing, Mini-Storage*

General Industrial (GI)

Examples of uses include:

- Auto Repair, Towing, Wrecking, and Impound Yards, Adult Entertainment, Construction Yards, Heavy Manufacturing, Warehousing, Mini-Storage*

All uses are subject to industrial performance standards

* New mini-storage facilities are currently prohibited under a six-month moratorium



Above: North Star Cold Storage. Below: Gerber Collision and Glass.



13

Existing Drawbacks



Above: North Star Cold Storage. Below: vacant industrial property.



- Confusing differences in allowed uses between LI and GI
 - Example: Restaurants and bars are allowed in GI, but not LI
- Heavy amounts of warehousing and storage uses consume large areas of industrial land without providing many living wage employment opportunities.
- Less architectural design elements resulting in big, blank facades.
- Majority of uses are industrial and industrial activity is declining.
- Few activities to engage residents.

Proposed Solution: Planned Industrial

"Planned Industrial" is a concept of promoting creative and imaginative industrial development while ensuring compatibility between the industrial operations and the existing activities and character of the community.

Encourages a mix of appropriate industrial uses in addition to inclusion of retail, restaurants, brewpubs, meetings/event space, offices, and entertainment/recreation.

15

Case Study: Cascade Industrial Center

5.1

MILLION SQ FEET
currently permitted manufacturing
and industrial space

11,600

NEW JOBS
projected in
Arlington CIC by 2040

\$24

MILLION
capital raised
since 2019



Stanwood's Planned Industrial

- All LI and some GI would become Planned Industrial.
 - Twin City Foods, Wastewater Treatment Plant, Fairgrounds, and Schenk Packing Co. to remain GI
- Intended uses include compatible industrial and manufacturing uses, professional and medical offices, retail uses, restaurants, and other supportive businesses.
- More control over architectural design to promote aesthetically pleasing development.

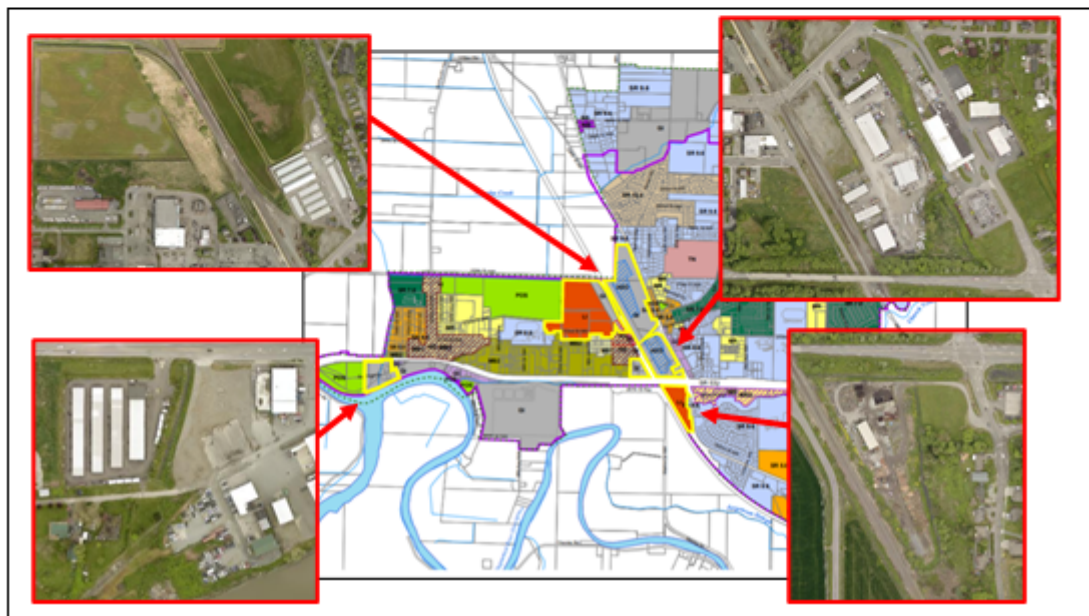
Will add **363 new jobs** to employment capacity, meeting target



Above: 6 Star Industries. Below: Stanwood Bus Barn.



17





**Benefits to
Planned Industrial**

- Encourages new and diverse types of development and business opportunities.
- Increases opportunities for livable wage jobs.
- Reduces need for commuting.
- Increases city tax revenue.

 **CASCADE INDUSTRIAL
CENTER ARLINGTON**

19



**Questions and
Breakout**

20

December 7 Meeting Notes:

Staff Present:

Patricia Love, Community Development Director
Tansy Schroeder, City Planner
Audrey Rotrock, Associate Planner
Sarah Cho, Economic Development and Marketing Manager
Caitlin Hepworth, Blueline Consultant

Industrial Lands Open House Presentation

Patricia Love, Community Development Director, and Tansy Schroeder, City Planner, presented the City's 2044 Comprehensive Plan Industrial Lands proposed changes. The presentation included an overview of state planning requirements the City must follow, demographics of Stanwood's current workforce, a summary of the existing zoning and regulations for industrial lands, examples of planned industrial developments, and the proposed planned industrial zone.

Communities planning under the Washington State Growth Management Act (GMA) are required to update their comprehensive plans every ten years. The City of Stanwood is required by RCW 36.70A.130 to update its Comprehensive Plan by December 31, 2024. It is the City's hope that the 2024 Comprehensive Planning process will generate community excitement and lead to new investment in the City while preserving its historic character. The goal of the update is that the Comprehensive Plan provides an effective means to achieve renewed community vitality that can support Stanwood residents for many years to come. There are two primary objectives of the Comprehensive Plan update: 1) examine the challenges faced by the community and provide strategies for overcoming those challenges, and 2) identify opportunities for community growth as outlined in the Puget Sound Regional Vision 2050 Plan while preserving the City's small-town vision and quality of life.

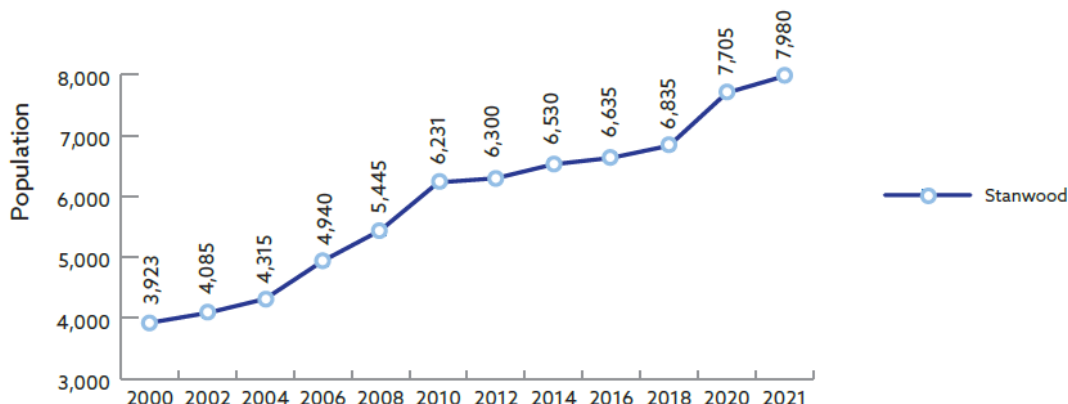
Stanwood has approximately 3,381 jobs. The biggest employment industries in the city are services making up half of the jobs, education contributing to 18% of jobs, and retail contributing to 13% of jobs. The Area Median Income (AMI) for Stanwood households is \$75,767 which is less than the Snohomish County household AMI of \$86,691. This means that the average Stanwood resident earns \$10,000 less than the average Snohomish County resident. Stanwood has an unemployment rate of 2.1% which is lower than Snohomish County's and Washington state's average of 3.7%. Only approximately 12% of residents live and work in Stanwood. The number of people working from home either full time or part time is increasing. The majority of the city's workforce commutes out of town for their job. Stanwood residents typically travel at least 10 miles to work with approximately 15% driving more than 50 miles to work each day. Commuting has a high impact on roadways, infrastructure, and public health. High commutes also add to the cost of living, raising the bar for living wage jobs. By reducing commute times, the cost of living is decreased. A key question the city is asking is "how can more residents live and work in the city"?

When cities plan for targets, they look at job capacity which is essentially the maximum buildout potential for jobs based on vacant and redevelop-able land. For example, a commercial zoned property with an existing residence would contribute to job capacity, but not to current employment numbers. Stanwood's current job capacity is 4,822 jobs if every property was developed to its maximum job potential. The number of jobs that Stanwood is required to plan for by the state and region is 5,073 jobs. This is a shortfall of 251 jobs.

Stanwood's Comprehensive Plan policy gap analysis also shows that the City's land use and economic development goals and policies do not comply with the Puget Sound Regional Council's Multicounty Planning Policies or the Snohomish Countywide Planning Policies regarding advocating and promoting living wage jobs. Living wage jobs are defined as jobs that pay enough to meet the basic needs and cost of supporting a family or individual independently. Factors for determine living wage jobs include housing, food, transportation, utilities, health care, childcare, and recreation. These two gaps are the forces driving a need to modify Stanwood's industrial zoning regulations.

Public Questions & Comments:

- What kinds of jobs are people leaving Stanwood for? What jobs is the City not providing?
 - City staff can compare Stanwood employment demographics to Snohomish County employment demographics to see where differences are. Stanwood's largest industries are services, education, and retail respectively whereas Snohomish County's largest industries are services, manufacturing, and retail. Boeing is a large manufacturing employer located outside of Stanwood.
- What is the current population of Stanwood and what is the population growth rate? What is the annual year growth? What population does the City have to plan for the future?
 - Current population is 8,405. Stanwood's population has nearly doubled over the last 20 years. 2044 population target is 10,963 and existing capacity is 11,664



Source: OFM, 2021.

- Is Schenk Packing moving operations?
 - The City is not familiar with any discussions to move Schenk.
- Is a 2% unemployment rate healthy or unhealthy?
 - Most economists would consider 4-5% to be healthy unemployment rate or the “natural unemployment” level for a healthy economy. There should always be some labor of movement throughout the economy, think about those who just graduated from school or when there is new technology available that influences the market. A 2% unemployment rate could indicate that there are not enough positions available for the willing workforce.
- Is the city’s infrastructure able to keep up with the growth? Traffic, schools, etc
 - This is a much bigger conversation beyond the scope of this meeting that city staff would be happy to discuss.
- Does the Urban Growth Area contribute to our employment capacity?
 - No, the urban growth area is included in Snohomish County’s capacity until annexed into city limits.

Industrial Lands Open House Presentation continued

There are approximately 190 acres of land zoned industrial within city limits and approximately 184 acres of additional industrial land outside of city limits within the Urban Growth Area. The industrial lands located outside of city limits within the UGA are regulated and maintained by Snohomish County and cannot be included when calculating the city’s capacity. As properties currently located in the UGA are annexed into the city, they will be added to the City’s capacity.

There are currently two industrial zoning districts that these lands are classified into; Light Industrial and General Industrial. The Light Industrial district was intended to create a district that allows activities involved in the manufacture, repair, or service of goods, or products that are conducted with minimal adverse impact on the environment and the general community. The General Industrial zoning district was intended to accommodate more intensive industrial uses than the Light Industrial zone. Examples of potential GI land uses include animal slaughtering, care of livestock, storage, manufacturing or sale of highly volatile or otherwise hazardous substances or materials. Neither the LI district nor the GI district may contain uses that would adversely affect the health and safety of adjacent non-industrial and residential neighborhoods. This current model of Light and General Industrial has multiple drawbacks that have created confusing standards that are difficult for both staff and the general public to apply. For example the GI zone is intended to allow industrial uses more intensive than the LI zone, however there are many low impact uses that are allowed in the GI zone but not the LI zone such as restaurants and bars which contradicts the guidance for these zones.

Stanwood has a large amount of warehousing and storage facilities within the city. While these are necessary facilities, they consume large amounts of industrial land without providing many job opportunities or jobs that provide living wages. In October, City Council passed an emergency ordinance temporarily prohibiting new applications for mini-warehouse and storage facilities to

avoid potential applications that could encumber the City's vacant or underutilized industrial land supply while providing city staff with the time to fully analyze the issue and draft a zoning approach consistent with the goals and vision of Stanwood's residents. Many of the industrial buildings are characterized by large structures without many architectural design elements resulting in expansive, monotonous views. With much of Stanwood's industrial land located in walking distance of its vibrant downtown, the existing industrial zones provide very few activities to engage residents and pedestrians.

Overall, local industrial job growth declined between 1999 and 2019. With the declining trends in industrial activity, the City should consider changes to its Zoning Map and development code to provide added flexibility in the types of uses that can occur on industrial-zoned properties.

The solution that staff is proposing and would like the public's feedback on today, is a new Planned Industrial zone. "Planned Industrial" is a concept of promoting creative and imaginative industrial development while ensuring compatibility between the industrial operations and the existing activities and character of the community. The intent of this new zone is to encourage a mix of appropriate industrial uses which also promoting the inclusion of retail, restaurants, brewpubs, meetings/event space, offices, and entertainment/recreation on those same industrial-zoned properties. Planned Industrial is not a new concept. According to a 1993 issue of the Economic Development Quarterly Journal, planned industrial developments in the United States can be dated from the industrial districts developed in Chicago at the beginning of the 20th century. Business parks, industrial centers, and research parks are all examples of different types of planned industrial developments.

A local example of a planned industrial development is the Cascade Industrial Center located in Arlington, WA. The Cascade Industrial Center (CIC) was the result of a long-term joint effort by the cities of Marysville and Arlington. The CIC includes over 4,000 acres of manufacturing and industrial zoned land with more than 1,700 developable acres and provides tax incentives for developers who will bring in a certain number of jobs over a certain wage. The CIC is designed with architectural features breaking up the building facades such as paint color and variable setbacks. It allows includes large, bright windows and desirable pedestrian amenities such as a cidery with outside seating.

How would Planned Industrial be applied to Stanwood? All land that is currently zoned Light Industrial would become Planned Industrial in addition to the majority of GI zoned land. A few properties that would remain GI include Twin City Foods, the wastewater treatment plant, the fairgrounds, and Schenk packing. The intention is to allow industrial and manufacturing uses that are compatible with the existing activities and character of the community. Other uses such as professional and medical offices, retail uses, restaurants, and other supportive businesses would be allowed and encouraged. We expect to see a mix of employment going from nearly 100% industrial jobs to a new job mix of 80% industrial and 20% service/retail jobs. The Planned Industrial zone could also provide more guidelines over architectural design, such as the decorative metal framework shown at 6 Star Industries, to promote aesthetically pleasing

development. The proposed PI zone will add 363 new jobs to our employment capacity, filling the 251 job shortfall and exceeding that capacity target by 112 jobs.

Overall, a new PI zone will encourage new and diverse types of development and business opportunities to meet our employment capacity targets. It will increase opportunities for livable wage jobs consistent with the regional and county planning policies. It will reduce the need for commuting that impacts 88% of Stanwood's workforce. And finally, it will increase the opportunities for city tax revenue.

Public Questions & Comments

- Is City Council the one who approves the changes? Do they get input from staff?
 - Yes, with input from the public and other advisory groups. Staff works with City Council to ensure they understand the materials.

Breakout Discussion Questions and Public Responses

1. What uses should and should not be allowed in the proposed Planned Industrial zone?
 - More important question – how do we bring businesses into Stanwood? How to promote Stanwood as a place for businesses?
 - Evaluate the cost of land in Stanwood compared to other nearby cities: are they similar or is Stanwood's land costs lower? Do land prices attract businesses or location?
 - How does traditional zoning of adult entertainment overlay fit into uses that are permitted in industrial zones? Some prefer the use is not permitted but should be documented/noted/transparent on the land use table. Others prefer that this use should be permitted because it is an economic generator when they are operated and managed well.
 - How can desirable uses be encouraged? Can the city require certain uses as secondary uses in larger projects? Is the Arlington development (ie. the Cascade Industrial Center) with the brewery by coincidence?
 - Can we require recreational uses with office or industrial projects?
 - Restaurants with outdoor seating
 - Avoid placement of heavy utility developments ie sewage treatment
 - It would be great to see mental health facilities closer to services and people in city limits. This should be for medical offices and care facilities. There is demand and need.
 - Would there be another retail facility for marijuana facilities that are typically permitted in industrial uses? If there are opportunities for growth in jobs and taxes, then it should be allowed but limited where it can be placed.
 - Concerns about air and noise into Stanwood, very close to residential

- Cool industrial area in Woodinville, Glass fusing art, brewery, classes, sip and fuse, rich art community in Camano, love to see bleed over into Stanwood
 - Places for people to go, not just where things are made
 - European idea – housing above industry. Everett port with housing above industry
 - Trees, trees, trees, walkable streets that are nice to look at, pedestrian friendly outdoor spaces
2. We currently have performance and landscape standards for industrial uses. What else do you think should be considered to ensure compatibility?
- Maintain existing compatibility standards for noise, air, dust, vibrations, etc
 - Consider how new / more standards will increase building costs and if that would dissuade businesses from locating in Stanwood
 - Stanwood's strengths are the greenery in our landscape. Parks, trees, landscaping. This has to be incorporated and there should be an effort to preserve the canopy. Incentives should be developed to retain healthy trees. Large trees should be proposed between uses/zones for visual relief.
 - Limit the amount of paved surfaces. Feels like there are too many surfaces that cause flooding or create urban heat. If we could minimize or reconsider parking requirements, that would be great. Are there ways we can allocate parking or limit parking? Gravel lots for temporary events or certain times of day? Can shared parking be required?
 - Façade openness and visual uniformity in developments to indicate differences in uses i.e. large windows required along frontage, front loaded building, avoid large blank walls
 - 20 years ago survey asked about theme for city (Scandinavian), have agricultural look to buildings (ages well) like Terry's Corner (metal), Have a cohesive visual element, barn timber feel, Modern splash (like Camano admin)
 - Stanwood is a mismatch already, match with each neighborhood
 - Camano Admin building looks great. Wood looks great. Driveways are angled, hurts ankles (pet peeve) all driveways should be flat
 - Tilt up buildings are ok
3. What kind of pedestrian amenities, if any, should be required? Examples: Outdoor seating, bike racks, public art, bus shelters, etc
- Pedestrian improvement elements are low cost items and should be encouraged.
 - Need more seating and bike racks; people will use them if they are available.
 - Need more outdoor seating and spread out throughout the downtown area. Concerns about homeless in these areas with outdoor seating. Benches should be clustered together to discourage homeless use

- Public Open Spaces and Public art: Centralized, in a visual area. Fountain, outdoor stage if large enough, public music, Outdoor film area, have artist and miniature golf thing, standing monument, all year round, industrial scene good match, SCAAC art, Small stage near train tracks
 - Electric vehicle parking, Parking (street parking), no vast amounts of black top
 - Transit stops, access to transit
 - Might be good to have the area north of town to have more industrial zones into UGA
 - How does this affect our tax base? Wolfkill had problems with smell and sound.
 - People tried to develop a septage plant downtown
 - Farmers market in industrial zone, indoor venue
 - Try to bring in specific company to build a business, recruit a business with a specific lot in mind, forest land projects is empty
 - Big on aesthetics, walkable, plants, greenery
4. What are elements you like about the proposed Planned Industrial zone? What are elements you don't like? What changes would you like to see made to the proposed Planned Industrial zone?
- Likes the idea of reusing what is there but adapting to build in diversity of uses and activities
 - Likes that it opens number of possible uses
 - Going forward there should be explicit conversations about pedestrian connectivity between the Planned Industrial zone and other areas i.e. Downtown district to Planned Industrial / Pioneer Hwy, Stanwood Port Susan Trail
 - Should not be district entities and should be uniquely Stanwood.
 - Not supportive of annexing additional lands.
 - Concern about the types of jobs people are leaving Stanwood for. What jobs are not being provided in the city?

December 14 Virtual Open House Summary Notes

Presentation Materials:



1



2

AGENDA

1. Introduction
2. What is a Comprehensive Plan?
3. Stanwood's Workforce
4. Downtown Revitalization
5. Proposed Downtown Business Zone
6. Breakout Discussions
7. Closing Thoughts



Image Credit: Ian Gladie

3



State requires local cities and counties to update their regulations every 10 years



Referred to as the "Comprehensive Plan" Update

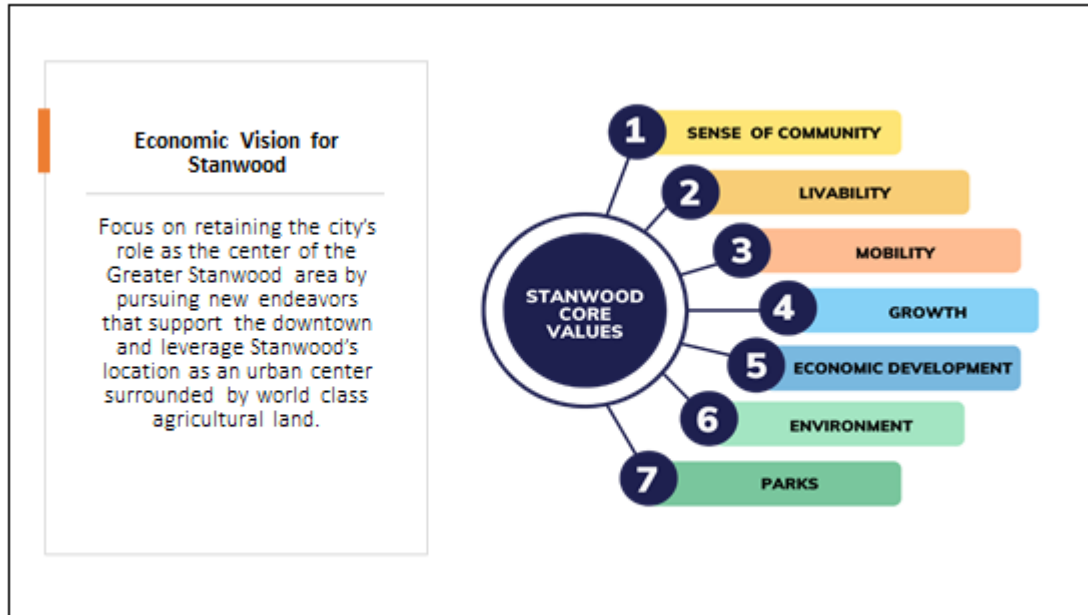


Includes planning for long term capacity for population and employment growth



Sets goals and policies consistent with region that outline the vision of Stanwood throughout various elements

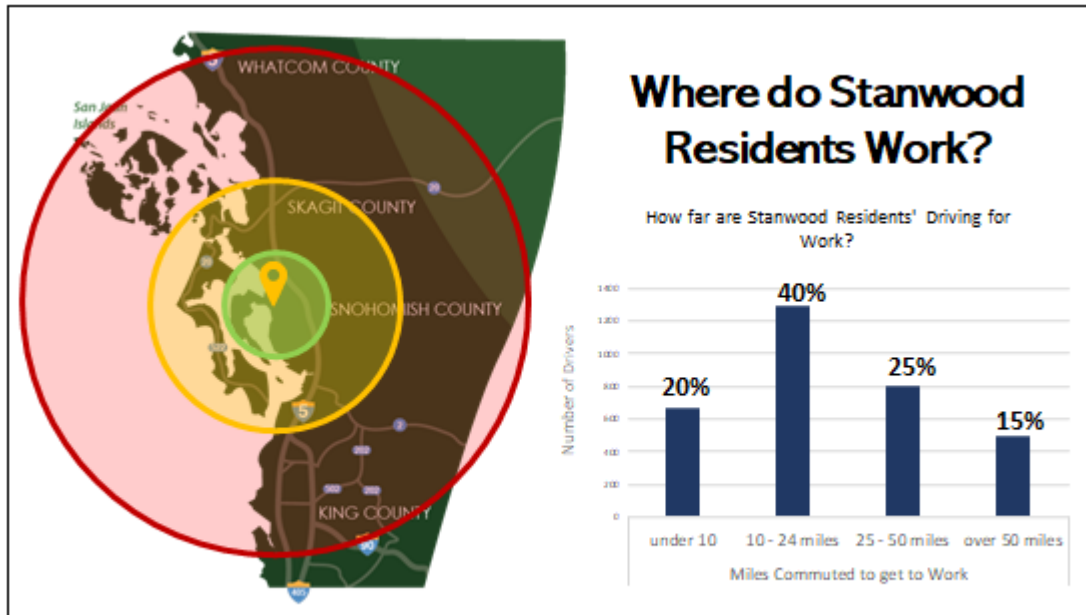
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6



7

Comprehensive Plan has multiple goals supporting downtown revitalization



“Re-vitalize and reinforce the character of Stanwood's existing residential and commercial neighborhoods as infill and redevelopment occur.” (*Land Use Goal 2*)

“Promote economic vitality defined as a lively growth-oriented business climate that supports a wide range of private and public investments resulting in development and business activity that diversifies the City's tax base and provides both employment and consumer shopping opportunities for city and unincorporated area residents.” (*Economic Development Goal 1*)

8

Questions so far?

Key Points

State, counties, and cities work together to establish regional goals

Stanwood's largest employers are service jobs, education, and retail

Downtown Revitalization is a recurring goal in Stanwood's existing long-term policies

9



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Too Many Zones, Too Confusing

- Consider a consolidated zone for Downtown
- Help build economic vitality and residential capacity
- Encourage walkability
- Implement adopted plans (ie Beautification Plan and Twin City Mile)



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Existing Downtown

Two main styles of commercial buildings existing in downtown Stanwood:

Downtown-Style: Commercial structures built densely and closely together. Exterior walls may be touching.

House-Style: Residential structures converted to commercial uses. Structures are setback from property lines and are distanced from each other.



Above: Businesses along 271st Street NW



Below: Thai Thai Kitchen

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Goals for the Proposed Downtown Business Zone

Reduce barriers for downtown redevelopment and simplify zoning regulations

Promote residential infill around commercial properties

Emphasize downtown's historic significance and floodplain resiliency

Implement Vision for Downtown

13

Examples of Small-Scale Mixed-Use Communities



A neighborhood bar with a small plaza in front and two apartments upstairs in Providence, RI. Source: Build the Next Right Thing

A single-family home converted into a multifamily building in Walla Walla, WA. Source: Planning.org



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Examples of Small-Scale Mixed-Use Communities



First floor retail, second floor offices, and third floor residential apartments in Mukilteo, WA.

A commercial building with apartments utilized three different building facades to break up the structure's appearance in Mukilteo, WA.



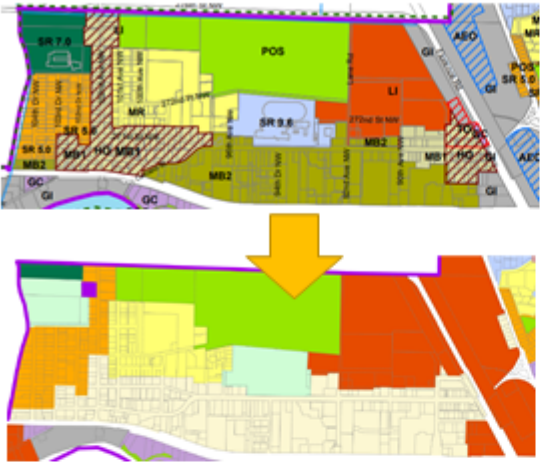
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Stanwood's Downtown

- Main Street Business I and Main Street Business II zones consolidated into a single, downtown business zone with allowed uses including:
 - Standalone commercial and retail
 - Mixed-use buildings
 - Townhomes and multi-family infill located behind commercial properties
- Rezoning north 102nd Ave to residential to reflect the existing development



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Current:

- four different residential zones
- two industrial zones
- three commercial zones
- three zoning overlays

Proposed:

- ONE single family zone
- ONE multi family zone
- ONE industrial zone
- ONE mixed use zone
- Public Facilities zone

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Benefits to Downtown Business Zone

- Encourages new and diverse types of development and business opportunities
- Increases opportunities for livable wage jobs
 - Reduces need for commuting
- Supports businesses by promoting living opportunities near shops and restaurants
- Encourages a walkable city center

18



19

A colorful illustration of a city street scene. It shows a row of brick buildings with shops and restaurants. People are walking on the sidewalks, and cars are on the street. The scene is lively and depicts a community atmosphere.

Thank you for attending!

Patricia Love Community Development Director City of Stanwood Patricia.Love@stanwoodwa.org 360-454-5206	Tansy Schroeder City Planner City of Stanwood Tansy.Schroeder@stanwoodwa.org 360-454-5211
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December 14, 2022 Meeting Notes:

Staff Present:

Patricia Love, Community Development Director

Tansy Schroeder, City Planner

Audrey Rotrock, Associate Planner

Sarah Cho, Economic Development and Marketing Manager

Caitlin Hepworth, Blueline Consultant

Downtown Stanwood Open House Presentation

Patricia Love, Community Development Director, and Tansy Schroeder, City Planner, presented the City's 2044 Comprehensive Plan Downtown Stanwood proposed changes. The presentation included an overview of state planning requirements the City must follow, demographics of Stanwood's current employers, a summary of the existing zoning and regulations for Downtown Stanwood, examples of small-scale mixed use developments, and the proposed Downtown Business zone.

Communities planning under the Washington State Growth Management Act (GMA) are required to update their comprehensive plans every ten years. The City of Stanwood is required by RCW 36.70A.130 to update its Comprehensive Plan by December 31, 2024. It is the City's hope that the 2024 Comprehensive Planning process will generate community excitement and lead to new investment in the City while preserving its historic character. The goal of the update is that the Comprehensive Plan provides an effective means to achieve renewed community vitality that can support Stanwood residents for many years to come. There are two primary objectives of the Comprehensive Plan update: 1) examine the challenges faced by the community and provide strategies for overcoming those challenges, and 2) identify opportunities for community growth as outlined in the Puget Sound Regional Vision 2050 Plan while preserving the City's small-town vision and quality of life.

Stanwood has approximately 3,381 jobs. The biggest employment industries in the city are services making up half of the jobs, education contributing to 18% of jobs, and retail contributing to 13% of jobs. The Area Median Income (AMI) for Stanwood households is \$75,767 which is less than the Snohomish County household AMI of \$86,691. This means that the average Stanwood resident earns \$10,000 less than the average Snohomish County resident. Stanwood has an unemployment rate of 2.1% which is lower than Snohomish County's and Washington state's average of 3.7%. Only approximately 12% of residents live and work in Stanwood. The number of people working from home either full time or part time is increasing. The majority of the city's workforce commutes out of town for their job. Stanwood residents typically travel at least 10 miles to work with approximately 15% driving more than 50 miles to work each day. Commuting has a high impact on roadways, infrastructure, and public health. High commutes also add to the cost of living, raising the bar for living wage jobs. By reducing commute times, the cost of living

is decreased. A key question the city is asking is “how can more residents live and work in the city”? One way the City can support this is by revitalizing downtown Stanwood.

The City has spent the last 20 years planning for the future of Stanwood and emphasizing the importance of downtown survival. Three key planning documents have been developed by the City between 2010 and 2020 to enhance economic development opportunities and improve the quality of life within the city: the 2010 Economic Development Action Plan, 2015 Downtown Subarea Plan, and the 2020 City Beautification Action Plan. The Comprehensive Plan incorporates the goals and strategies of the previous planning documents and has multiple goals and policies that support downtown revitalization.

Public Questions & Comments:

- How does the city get its funding for all the work? Is there a grant writer?
 - It depends on the type of project. The City has received some grant money from the state to aid in the Comprehensive Plan Update. A key element of the Comprehensive Plan is the Capital Facilities element which includes identifying prioritized infrastructure improvements in the City. The City applies for grants often to construct these infrastructure projects such as streets, drainage, parks, etc. Sometimes city staff applies for grants and sometimes consultants help apply for grants.
- Does most of the City’s development money come from taxes?
 - City government is funded through several different sources. Some examples of sources of revenue in Stanwood are property taxes, sales tax, real estate sales tax, etc. When a resident looks at their tax bill, the City portion is fairly small. The majority of taxes go to schools, the fire authority, and the state.

Distribution of Current Taxes		
District	Rate	Amount
CITY OF STANWOOD	1.50	\$769.25
NORTH COUNTY REGIONAL FIRE AUTHORITY	1.78	\$914.29
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.39	\$200.57
SNOHOMISH COUNTY-CNT	0.60	\$306.55
STANWOOD-CAMANO SCHOOL DIST NO 401	2.95	\$1,513.67
STATE	2.67	\$1,365.70
SNOHOMISH CONSERVATION DISTRICT		\$8.02
TOTAL	9.90	\$5,078.05

- What is being done to foster diversity in Stanwood and development?
 - New requirements from the state require local jurisdictions to analyze “Racially Disparate Impacts” (RDI). The City is looking at its demographics to determine how much diversity the community currently has. Stanwood’s community is predominantly white and part of the RDI process includes determining whether or not Stanwood’s policies are contributing to the lack of diversity.
 - This process will include looking at eliminating policies that dissuade people of color and minority-owned businesses, simplifying business practices to open a

new business, simplifying codes, and making sure codes are based on land use issues and not other influences

- In discussing transportation and trying to promote more jobs close to home; are there other cities comparable to Stanwood in terms of size and location that have demonstrated success with increasing employment numbers? Are we just out of luck because Stanwood is located off the beaten path?
 - Planners try to not reinvent the wheel when there are successful models. Stanwood is located off of the I-5 corridor and has unique hardships due to its lack of proximity to I-5. Part of this process includes evaluating what solutions are right for Stanwood's community and this involves looking at other example cities.
 - A significant number of jobs are located in the south Snohomish County area. Regional approaches to bring more jobs north, such as the Cascade Industrial Center located in Arlington, benefit the larger north Snohomish County area.
- There are some employers, like Boeing, that Stanwood will not be able to compete with. Promoting shopping local, maintaining road infrastructure, and supplying housing are all ways Stanwood can support its commuter residents. High density multi-family housing is not a good fit for the area. Supportive of "missing middle" solutions such as townhomes and duplexes. The City should be mindful with how it spends its money.
- City needs to be mindful of development sprawl. Will this presentation cover development in Uptown Stanwood?
 - This presentation is focused on Downtown Stanwood, but staff is happy to have discussions with residents about Uptown Stanwood as well
- Exclusionary single-family housing is not good for small towns and leads to dead downtowns. Opening missing middle housing should be a top priority in Stanwood

Downtown Stanwood Open House Presentation continued

Downtown Stanwood essentially refers to everything west of the traintracks and east of the Camano Bridge. The Stanwood Twin City Mile Downtown Revitalization project has identified the area from City Hall to the Amtrack station as the "twin city mile" and this mile makes up a large portion of Downtown Stanwood. Current zoning regulations for downtown Stanwood are confusing and convoluted. There's too many zones with different standards that make it difficult for both staff and the general public to understand. Two adjacent properties may be allowed completely different uses due to zoning. The existing zoning was also modeled off of an assumption that 102nd Avenue would eventually become a primary commercial entrance to the city. However, traffic studies have revealed that the majority of people driving on 102nd are commuters who are not stopping and shopping in Stanwood which makes it logical to reconsider the zoning in that area.

Stanwood's downtown is predominantly comprised of two styles of commercial structures. The historic areas of downtown are characterized with small, clustered commercial developments. Buildings may often be touching each other and pedestrian amenities to draw in customers may be present along the store front (such as awnings and benches). The remainder of downtown is

largely characterized by historical residences that have been converted into commercial buildings or uses. The businesses are often located on larger lots and are set back further from the sidewalk.

Why is the City proposing changes when there is already a Mixed Business zone? Downton Stanwood is currently encompassed by three different commercial zoning districts. A consolidated zone for Downtown will help the City build economic vitality, build residential capacity, encourage walkability, and implement adopted plans such as the Beautification Plan or Twin City Mile. Goals for the proposed downtown business zone include reducing barriers for downtown redevelopment and simply zoning regulations, promoting residential infill around commercial properties, emphasizing downtown's historic significance and floodplain resiliency, and ultimately implementing the community's vision for Downtown.

There are many different examples of small-scale mixed use communities and creative redevelopment of historical downtowns. Different cities have different needs and will look differently. These examples show different ways to encourage downtown revitalization and development while maintaining a "small town" feel and pedestrian-friendly scale.

Example 1 (right): A neighborhood bar with a small plaza in front and two apartments upstairs in Providence, Rhode Island.



Example 2 (below): A single-family home converted into a multifamily building in Walla Walla, Washington.



Example 3 (below): First floor retail, second floor offices, and third floor residential apartments in Mukilteo, Washington.



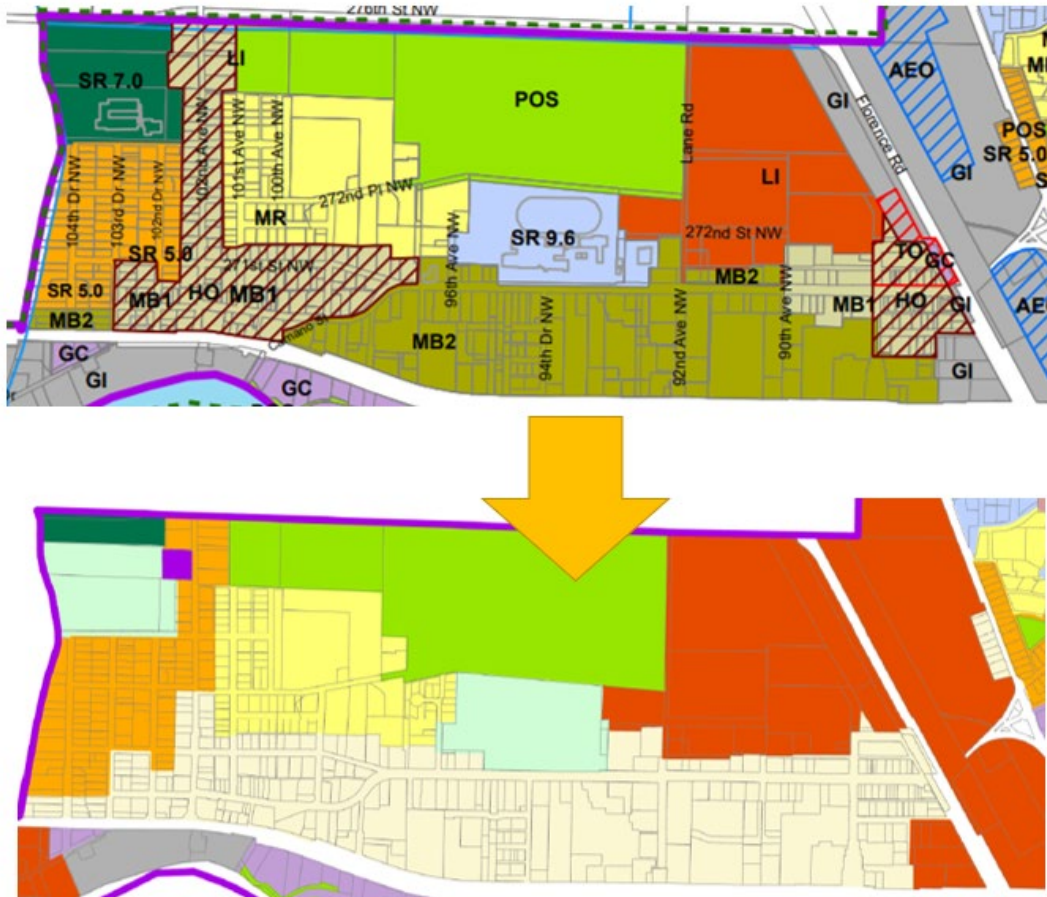
Example 4 (below): A commercial building with apartments utilized three different building facades to break up the structure's appearance in Mukilteo, Washington.



City staff is proposing to consolidate the Main Street Business I and Main Street Business II zoning districts into a single, downtown business zone with allowed uses including standalone commercial and retail, mixed-use buildings, and townhomes and multi-family infill located behind commercial properties. Staff is also proposing to rezone 102nd Avenue north of 272nd Place back to residential to reflect the existing residential neighborhood with the existing commercial property located at 27500 102nd Avenue rezoned to Neighborhood Business to remedy nonconforming uses.

The current zoning of downtown Stanwood includes three different single family residential zones, one multi-family zone, two industrial zones, three commercial zones, and three zoning overlays.

Staff is proposing to simplify downtown's zoning by rezoning and zoning consolidation to result in one single family zone, one multi-family zone, one industrial zone, one mixed use zone, and a public facilities zone.



Overall benefits to the proposed downtown business zone include encouragement of new and diverse types of development and business opportunities, increases opportunities for livable wage jobs, reduces the need for commuting, supporting businesses by promoting living opportunities near shops and restaurants, and encouraging a walkable city center

Public Questions & Comments

- How much did it cost the City's taxpayers to join ICLEI – Local Governments for Sustainability?
 - The City of Stanwood is not a member of ICLEI and staff is unfamiliar with the organization. The proposed downtown business zone is based off of previous planning documents developed by the City and the community over the last 20 years.
- What happens to people who are owners of commercial property proposed for rezoning? Will businesses be displaced?
 - The majority of property currently zoned commercial will still remain in a commercial mixed-use zone. The only commercial properties proposed for rezone to residential are those located along 102nd Avenue north of 272nd Place. Property owners in this area the city has spoken with have been supportive of this rezone.

If there are other property owners unsupportive of the rezone, city staff wants to hear from them.

- Walkability doesn't work
- Driving down the twin city mile, more pedestrian friendly spaces such as a town square would be lovely. What is the goal with the Twin City Mile?
 - The Twin City Mile is about promoting a cohesive and unified stretch of commercial development from the east end to west end. Staff is working with local architects to redesign intersections along the mile and promote pedestrian safety and beautification. More info on this project can be found here <https://stanwoodwa.org/537/City-Beautification>
- Are there any updates on the new City Hall and Police Station?
 - Multiple different options are being considered, including remodeling City Hall in its current location. At this point no decisions have been made. The City purchased the 1.25 acre property located at 27003 72nd Avenue and still owns this property.
- Why are we investing in beautification in the floodplain?
 - The floodplain is a very important issue that the City is working hard on. The City has, or is in the process of, constructing multiple different drainage projects intended to improve Stanwood's flood resiliency including the SR 532 Berm and upgrading drainage pipes. The City is also working with local diking districts, Ecology, and FEMA when it comes to the floodplain. At the same time, Downtown Stanwood is not going anywhere and retreat out of the floodplain is not an option. It is the historic heart and soul of the community and floodplain resiliency projects help protect and enhance our downtown.
- There are too many churches taking up commercial property. What is the City going to do about this?
 - This will likely be looked at during the Municipal Code Update. There are mixed opinions on churches in commercial zones and state requirements the City must follow as well.
- Was Viking Village sold and are there development plans submitted to the City?
 - No formal permit applications have been submitted to the City at this point for the Viking Village property.
- Will there be guidelines regulating specific uses in the Downtown area? Uses like adult entertainment and marijuana shops produce revenue for the City.
 - Uses for the proposed downtown business zone will be addressed with the Municipal Code Update. There are also state requirements on regulating adult entertainment uses.

Breakout Discussion Questions and Public Responses

1. What uses should and should not be allowed in the proposed Downtown Business zone? What is the ideal balance, in your opinion, of commercial and residential uses for the Downtown Business zone?

- Small businesses are the heart of the Stanwood business community; find ways to keep small businesses.
 - Concern about having enough businesses and opportunities for recreation over big box retailers, like QFC and Walmart
 - Likes businesses like the yarn shop in the converted house.
- Residential with commercial use is a great idea. Consider allowing ADUs at/in the older homes along the TCM that have been converted into businesses. Provides residential aesthetics without building apartment buildings.
- Support small mixed-use concept in scale with rest of town.
 - Mixed opinions on the appropriate level of density for downtown
 - Support mixed use in uptown Stanwood as well
- Support Airbnb's; don't want a large hotel.
- Viking Village is a property in downtown with significant redevelopment potential
- Need residential in downtown, but not tall multifamily buildings that will change the feel of the area.
- No multifamily on main street
- Need more retail variety; need clothing stores for all sizes and diversity
- Residential and walkability is important for small businesses in the downtown.
- Why aren't people shopping in Stanwood? This needs to be understood to know what the City is missing.
- Limit the size, height, scale, and types of signage. No LED or bright lights. Signs should be reflective of the community
- Need to manage rent prices; small businesses are being pushed out due to increased rents. How can we keep small businesses in town?
- Widening SR 532 would kill downtown. It will continue to allow people to drive right past downtown when going to Camano.
 - Adding more lanes on 532 creates induced demand, where the additional lane is great temporarily, but it causes more traffic over. We should offer alternatives, such as a transit oriented development in Viking Village.
- Floodplain requirements for new buildings would take storefronts up and away from the sidewalk. Need to relook at city code along with FEMA Standards.

2. What kinds of pedestrian amenities should be prioritized in a Downtown Business zone?
Examples: Outdoor seating, bike racks, public art, bus shelters, etc
 - Need more small town events like the arts fair; events support local shopping and support businesses

- Huge issue if businesses are missing out on events in the downtown area. There should be thought and energy into local events that support local businesses. Small town events drive people to Stanwood from out of Stanwood.
 - An area(s) fully separated from cars by using bollards (for example), to create a walking area only open to pedestrians.
 - Move Farmer's Market and other events from the parking lot behind the Police Station onto 271st. Block off road from Police Station to the railroad tracks.
 - Increasing building height changes the character of downtown Stanwood.
 - Seating areas are needed; people need a place to rest and pause.
 - Add trees and greenery; need shade.
 - Downtown business and residential uses should be near parks, gardens, or a consolidated greenspace for recreation
 - Trees reduce heat impacts and is attractive.
 - User friendly directional signage; can be small, not large or intrusive. See La Conner's directional signage. Creates an inviting environment for tourists.
 - Would like downtown to have a "cozy" feeling: street trees, seating, small shops.
 - Consider adding EV charging stations.
 - Focus on a couple of blocks at a time instead of the entire TCM (focus on 271st/Main street)
 - Hold Farmer's Market and other events in a town square
 - Worried about gentrification of Stanwood
3. What are elements you like about the proposed Downtown Business zone? What are elements you don't like? What changes would you like to see made to the proposed Downtown Business zone?
- Ensure there is enough parking for all uses: residential and commercial.
 - Consider roundabouts or 4-way stops to help with traffic management and visibility
 - Concern that there is poor circulation visibility downtown because of street parking. Alternatives to the existing design should be considered.
 - Will there be a roundabout near the Camano Bridge?
 - Consider improving biking and walking options to downtown. The only way to get to downtown is by car.
 - Support the mixed-use concept; but in scale with the rest of downtown.
 - Need more lighting downtown to improve safety; some places along main street is too dark.

- Concerned about increased crime rates; need to keep Stanwood safe and strong.
- Consider low-income housing incentives.
- Prohibition of churches and church owned lands in downtown area to reduce empty spaces throughout the week
- Would marijuana shop facilities be permitted?
- Floodplain concerns in areas of high density
- Housing should be our top goal in Stanwood
- Concerns about traffic generated from more density downtown



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7a

DATE: January 12, 2023

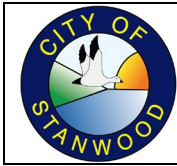
SUBJECT: Parks and Trails Advisory Committee Meeting Minutes

CONTACT PERSON: Carly Ruacho, Senior Planner

ATTACHMENTS: A – Meeting Minutes 10-17-2022

SUMMARY STATEMENT

Minutes from the October 17, 2022, Parks and Trails Advisory Committee Meeting are attached to this staff report for approval as presented. These minutes were approved at the November 21, 2022, Parks and Trails Advisory Committee Meeting.



Parks and Trails Advisory Committee Meeting Minutes October 17, 2022

Call to Order: 3:04 pm

Roll call:

Gordy Holmes
Cathy Wooten
Matt Withers
Judy Williams
Lisa Bruce
Dave Hall

Staff Present:

Sid Roberts, Mayor
Carly Ruacho, Parks Planning Manager
Shawn Smith, City Administrator
Kevin Hushagen, Public Works Director
Kevin Pellham, Engineer Technician

Absent: Katelyn Durfee

Citizen Comments: No Comments

Approval of Minutes:

A committee member asked to amend the September 19th, 2022, minutes to read “three members” rather than “one member” on the second to last sentence regarding delivery of minutes. The Committee member noted that this was now a moot point because after further conversations it was agreed that the goal for delivery of minutes will be two weeks after each meeting.

Judy Williams moved to approve the September 19, 2022, meeting minutes as amended, seconded by Gordy Holmes. The motion carried unanimously.

Heritage Park/Church Creek Park Pickleball Court Construction Bids:

The bid went out with asphalt for all courts as the base bid and concrete at each park as bid alternatives. The city received four bids. The apparent low bid was \$197,368.47 for all asphalt.

Carly went over the budget for Church Creek Parks. Below shows the breakdown that was discussed.

2022 Church Creek Park Capital Projects									
Budget :	\$ 455,000								
Task:			Budget Estimate	Actual	Surplus	Description			
Pickleball / Multipurpose Sports Court			\$ 130,000	\$ 130,000		Design & Build 1 Court			
Tree Thinning: Entrance & 72nd Avenue			\$ 115,000	\$ 71,000	\$ 44,000	Tree Trimming and Thinning			
Trail Improvements / Interpretive Signs			\$ 30,000	\$ 30,000		Brush Removal and Signs			
Ballfield Renovation			\$ 30,000	\$ 30,000		Dugouts/Infield/Drainage			
Flag Pole Landscaping and Renovation			\$ 15,000	\$ 7,000	\$ 8,000	Tree Removal by Arborist /Planting			
Renovate Picnic Shelter			\$ 35,000	\$ 35,000		Design and Replacement with New Table:			
Parking Lot Repair Analysis				\$ -		Completed with sewer project			
Benches			\$ 15,000	\$ 3,000	\$ 12,000	Bench by Playground Equipment			
		Total:	\$ 370,000	\$ 306,000	\$ 64,000				
To Heritage Park for Pickleball Courts (2)				\$ 89,000	\$ 153,000				
			\$ 459,000	\$ 459,000					



Parks and Trails Advisory Committee Meeting Minutes October 17, 2022

A committee member asked if we have \$115k in our Tree Thinning budget and we only spent \$71K, why are we sending the saved money from that project to another project when more trees need removal?

- Carly responded that the committee also prioritized constructing pickleball courts and it was known that additional funds were needed for that project. Carly stated we could do more tree removal if PTAC wants to use the money for that, but then likely pickleball courts would not be possible. She indicated she was conservative with spending because at the time it was unknown what the pickleball court bids would be. If the money is held back from tree removal and the savings from other projects are used, then there would be enough money to do all the sports courts. There would also be enough to do concrete at Church Creek Park.

A committee member asked if the difference between asphalt and concrete is about \$60K.

- Carly answered yes, you would take out the \$22,500 for asphalt and add in the alternative bids for the concrete it would be about \$60K more to do both parks in concrete.

A committee member asked if the \$60k additional cost for the concrete was used, how would the additional tree trimming and the funding that Cathy Wooten is asking for be funded? Would that be out of next years budget?

- Carly answered yes, it would be through next year's budget, or we would have to eliminate or delay one or more of the other projects budgeted and listed for this year: ball field, picnic shelter and/or trail improvements.

A committee member asked if there is a reason that the sports courts project was quoted with the bid in asphalt.

- Carly answered yes, we knew that asphalt would be the cheapest option. Doing that showed what the project could be done at the lowest possible price. Having an alternative bid for the concrete shows what the project price would be if wanted a higher quality product. Concrete is more durable and reliable, and we wanted to know the cost, but weren't sure it would be possible with our budget. Carly talked to the apparent low bidder and concrete is his expertise. The contractor strongly suggested using concrete at least at Church Creek Park due to the proximity of the big cedar and the location. Heritage Park is not as imperative because there are not trees close to the location, and drainage does not have the same issues.

Carly said we do have enough funds to do the concrete at Church Creek Park, the funds needed would include using the \$44K saved on the tree trimming to be used toward the sport courts. If the committee wants to also use concrete at Heritage Park, then the committee would need to look into taking money from the other projects.

A committee member asked if preferring to having concrete at Church Creek Park was due to the tree roots?

- Carly answered mostly yes, also because of the drainage, and the soil. The contractor is concerned it may lift and may not last as long as asphalt.

A committee member asked if there is fencing at Church Creek Park and Heritage Park?

- Carly answered yes but is not a full fenced. it's an L-shape. Heritage has a new 10' fence.



Parks and Trails Advisory Committee Meeting Minutes October 17, 2022

A committee member asked what is the wear and tear on a pickleball court? Another committee member agreed the wear and tear is not an issue, but the contractor brought up a good point that asphalt will bend with roots. Another committee member stated that concrete can crack.

A committee member asked if the tree needs to be addressed before the product is put down? Committee member mentioned the bigger concern is the loads that would be on it, and not being fenced. He mentioned maybe fencing it, maybe a 4' one.

It was asked by a committee member why Carly referenced Church Creek Park court as the primary use of the court as a basketball court.

- Carly answered because the basketball hoops will be permanently installed, and the overall look of the set up of the court will be primarily basketball.

It was asked by a committee member if the apparent low bidder has done these courts before?

- Carly answered, mostly tennis courts.

A committee member said the additional cost to do concrete is a lot. Shawn Smith asked if he had played on both types of courts? He indicated he had and would rather play on asphalt and that the soil will have a good base for the asphalt.

A committee member referenced that when Marysville courts were put in, they were not worried about the cracking or issues with the asphalt as it needs to be resurfaced every 10-15 years. Anything nickel size or less can be fixed with coating. A member asked does the coating on concrete have to be redone also. The response was yes.

Committee member stated that the preparation is going to be done for the construction of the asphalt court and the breakdown will be two feet deep. He is wondering how long would it take for the roots to get to the court? Overall, the committee didn't seem concerned with the roots around Church Creek Park future court. Suggesting some options would be put a root barrier down, and a fence around the court to protect it from people driving onto it.

A committee member asked what everyone thought about putting in a fence at Church Creek Park?

- A committee member said since it's a multipurpose court it's a nice feature but not important. The only reason to have it would be to keep vehicles and bikes off.
- It was also noted that having a fence around a court that is also used for basketball would not work.

Motion by Matt Withers, second by Gordy Holmes to do all sports courts in asphalt. Motion carried unanimously by committee members.

No one was in favor of having a fence around the Church Creek court. Shawn noted that there can be some strategic landscaping done to make it so that vehicles can't drive on the court.

A committee member asked are we looking at taking all this money that is in the surplus column and putting it into the pickleball courts at Heritage Park?

- Carly said we will need a certain amount of it, but we won't need all of it. The asphalt doesn't take all the money



Parks and Trails Advisory Committee Meeting Minutes October 17, 2022

A discussion was held about the budget for the pickleball project. Carly said the base bid of \$197,368.47 plus we have already spent 66K for design makes the total project cost without any concrete at \$263,486.47 and we only have \$219k budgeted. There is a different of \$44,486.47 that is still needed to do the pickleball courts.

We saved \$64K with the trees, flagpole, and the benches (meaning this is what is left over from what was budgeted after completing those projects). We need to use \$44,500 out of the \$64K to complete the pickleball courts. This would mean we have \$19,500 left in the surplus money to use for other parks projects. The Committee was asked if they wanted to keep the budget as presented (see spreadsheet above). No responses were given.

Committee member asked what happens if we don't spend all the money this year?

- Carly said David (our finance director) has we could roll it into next year's budget.

Committee member asked if it would be an additional amount to what gets budgeted for next year?

- Carly said it will be an additional amount to what we proposed.

Committee member asked if this would only be if council approves it?

- Carly said yes, as always.

A discussion was had about baseball field renovations. It was discussed that the \$30K budget could be used on mole abatement. It was suggested to plant daffodil bulbs, that would keep the moles out because daffodils are toxic to the moles. Other repairs discussed were drainage, fill, infield mix, different base lengths. Irrigation also needs repairs, but that is not likely possible with the current budget. Repairs to dugouts are also needed. Not for safety, but to shore up the benches and replace worn lumber. It was discussed that 2023 has a line item for \$40k that is intended to replace the roof structures. Little League has asked us to build up the mound and fill batters' boxes. Infield mix is \$10k per load and will take at least one load.

A discussion occurred regarding the role of volunteers and donations for parks projects and that maybe local community groups could help with some of the park needs.

A Committee member requested the park priority project list be clarified that only Heritage Park and Church Creek Park have PTAC priority order.

The Committee and staff had a discussion about how the budget process works and how it moves from draft form to adopted by City Council over time with different iterations based on input and other factors. Carly summarized the Church Creek Park current budget and that the PTAC is requesting to keep the \$30K for the ballfield, \$35K for the picnic shelter, trail improvements \$30K. Carly asks if anyone wants to make any changes to the proposed Church Creek Park budget (see spreadsheet above). All members agree on the proposed budget as Carly presented it.

Carly asks the committee what do we want to do with the leftover \$19,500.00?

- One committee member suggested putting the \$19,500 to the ballfield renovation.
- One committee member suggested doing a critical area assessment at Church Creek Park from conversation with Shawn Smith, City Administrator thinks this would cost about \$15K.
- The committee decided to table the discussion on what to spend the \$19,500 on until after another committee members topic.



Parks and Trails Advisory Committee Meeting Minutes October 17, 2022

Park/Trail Updates:

Church Creek Park – Playground Bench, Projects Budget

Committee members suggested posting before, during, and after photos of projects the city does on social media.

Committee member requested making a motion before moving onto next topic. **Cathy Wooten motioned: That PTAC recommends that the City Council move to fund and obtain a Critical Areas Review of Church Creek Park before allowing any further development, tree clearing, tree planting or trail improvement projects to proceed at the park. The motion was seconded by Gordy Holmes.** Discussion followed on the proposed motion.

Carly gave a point of caution that if the motion goes through as stated then the 200 trees we have planned to plant at Church Creek Park this fall will not happen. Her professional opinion is she has seen things like this linger, it could mean that you don't get any new trees for a while. If that's fine with you then this is fine. The proposal is to plant Douglas Fir and Western Red Cedar this fall per the arborist's recommendations.

Committee members had concern with the motion not allowing any further development until the review is complete. That includes the pickleball courts, that means they are not built we are on hold. When we go down this path, they (the study) could tell us that is a wetland area and now we cant do the project. All the proposed projects for this year would not be done and everything stops. There was no guarantee that that is what the study will show but it was agreed it could happen. Committee members were concerned about having to remove existing amenities based on the study results.

Committee members indicated they would be comfortable moving the motion forward if the part about not allowing any further development is removed. Staff indicated that the study will likely impact the current master plan.

Committee discussed the revised wording of the motion. Committee agreed to only leave further tree clearing and trail improvements and remove all other items from the original Motion made by Cathy Wooten.

Motion made by Cathy Wooten "The PTAC recommends that the City Council move to fund and obtain a Critical Areas Review of Church Creek Park before allowing any further tree clearing, or trail improvements projects to proceed at the park", second by Judy Williams. Motion carried unanimously.

Committee member would still like the remaining \$19,500 in the budget to go toward the ballfields. The committee agreed that no trail improvements would be done so the \$30K budgeted for that could be used for the study.

Heritage Park – Soccer Fields, Irrigation

Carly met on site with PUD and the contractor that will be planting trees and they recommend to plant first part of November.



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Lacrosse has some extra funding, and they would like to make some maintenance improvements. They will be coming forward with a proposal. Lacrosse would like to provide a new irrigation rolling sprinkler. Committee member asked if we could use it on other fields. Carly said yes, we just must make sure the lacrosse fields are being watered.

Carly talked about the emails the city received from the soccer groups. It was a bit of a political issue rather than strictly a safety concern due to the fact some groups wanted to be able to use the HS soccer fields.

Committee member asked what was the end of the concern?

- Kevin P- an email went out from the soccer board that they didn't feel the same way and that any injuries were not caused on city fields
- Kevin P- The city plans to order 40 new sprinkler heads for the field to address the concern of the heads sticking up out of the ground. This was decided prior to the email complaints.

A committee member noted that she wants to make sure we do not discourage coaches from bringing safety concerns forward. The committee discussed how the safety concern was brought forward.

Hamilton – Project Status

On October 27th, 2022, there will be a hearing on the shoreline permit with the Hearing Examiner. It is not the result of an appeal, but standard procedure for this type of permit.

A Committee member recommended that anyone that could attend and speak in support do so.

Stanwood Port Susan Trail – Design Status

60% Design complete – moving to 90% design.

Appraisals complete on Twin City foods property for SR532 connection.

A discuss was had regarding the success/failure of plants on the berm. Staff indicated that we are watering them with a water trailer. It was agreed that some look dead, but we will wait until spring to act on any removal and/or possible replacement. Committee member suggested looking into the volunteer programs to help maintain these areas.

Ovenell Park

No update.

Johnson Farm Dike Trail

No update.

Committee Member Comments

No comments.

Adjourn: 5:06 pm

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 7b

DATE: January 12, 2023

SUBJECT: Public Works/Parks Committee Report

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – Public Works/Parks Committee Meeting
Minutes December 5, 2022

SUMMARY STATEMENT

The minutes of the December 5, 2022, Public Works/Parks Committee Meeting are attached to this staff report for approval as presented.



Public Works Committee
Meeting Minutes
December 5, 2022

Attendance:

Councilmembers Present: Darren Robb, Andreena Bergman

Absent: Councilmember Tim Pearce

City Staff: Community Development Director Patricia Love, City Planner Tansy Schroeder

Dish Representatives: Leslie Bradley, Robert Leighton

Meeting was conducted in person at City Hall. The full meeting agenda packet with detailed information can be found on the City's website at [Agenda Center](#).

Call to order at 5:30 pm

Agenda Topics**1. Dish Wireless LLC Lease Agreement**

The Public Works Committee reviewed a proposal by Dish Wireless LLC to install a new wireless communications facility (WCF) on one of the City's water tanks located at 7620 278th Place NW. The communications facility will be one of the nation's first 5G networks providing increased phone and internet speeds and availability. The proposal includes installing six flush-mounted antennas, in groups of two, on the side wall of an existing city-owned water tank. The lease agreement also includes space to install a ground level concrete pad to install an equipment cabinet with conduit and underground cable feeding the antennas. Leslie Bradley and Robert Leighton, representing Dish Wireless attended the meeting and responded to questions related to aesthetics, co-location interference, site access, magnet mounting equipment, security, geographic coverage, safety, download speeds, and rates.

The Committee has mixed feelings regarding the proposal. They support the public benefits that come with healthy business competition including increased choice for data carriers, increased download speeds, better internet security, and reduced rates. However, they also have serious concerns about the aesthetics, site security and the sensitivity of having equipment and access near the city's water supply.

To keep the permit moving forward the Committee was agreeable to forwarding the lease agreement for full City Council consideration upon Dish providing the following additional information:

- List and photos of similar facilities Dish has installed in other communities
- Photo simulations of how the water tower would look with the equipment painted the same color as the tower
- Site and photo comparison if a monopole was installed instead of antennas attached to the water tower; possibly consider a pole by the sewer plant versus the water tower

2. Country Store Street Vacation

The Country Store recently purchased their building and the surrounding properties and have been in the process of remodeling their building. They will soon begin reconstructing their parking lot to improve pedestrian and vehicle access. As part of this process, they are requesting a street vacation to eliminate the old, unused right-of-way that runs through their front parking lot and in



Public Works Committee Meeting Minutes December 5, 2022

exchange they will dedicate to the City the roadway along the eastern and northern boundaries of their property.

The Committee is supportive of the street vacation and recommends that staff continue to work with the Country Store on the application materials and forward to Council when ready to proceed.

3. *Camano Street (Arts Center) Street Vacation*

To clean up the property lines and to help facilitate the development of the arts center, a street vacation is being proposed which exchanges a portion of the “furniture store parking lot” right-of-way with the Camano Street right-of-way. This exchange returns the property to nearly its historical origins but preserves sufficient area at the corner of 270th Street and Camano Street for the realignment per the Twin City Mile conceptual plans. It also ensures that all of Camano Street is held in public ownership.

The Committee is supportive of the street vacation, but prior to approving the street vacation ensure that the alignment works with the Twin City Mile / Brick Road project. Also consider if the number of access points can be reduced to help with traffic flow in the area.

4. *Cedarside Commons Development Street Vacation*

Cedarside Commons, a new mixed-use development, located northeast of the intersection of 72nd Avenue NW and State Route 532 has been submitted for land use permit approvals. The applicant is proposing a street vacation of existing 268th Street NW and reconstructing the road northward. This request is an exchange of property to better facilitate the design of the project as well as moving the 268th Street / 72nd Avenue intersection further north of SR 532.

The Committee is supportive of the street vacation. They also provided the following recommendation on the development side of the permit: include a mechanism in the development agreement that requires some percent of the commercial development be constructed with each phase of the residential development to ensure that the developer does not walk away from the project once all of the residential units are built. They also requested a full traffic and site distance analysis of the 72nd Avenue / SR 532, the 268th Street / 64th Avenue and the 64th Avenue / SR 532 intersections.

5. *Inland Steel Utility Easement Request*

Inland Steel, a new development in downtown Stanwood, located along 272nd Street NW (south of the school district bus barn) is requesting a utility easement to bring power to the site across a City owned 20-foot-wide strip of land located mid-block between 272nd Street and 271st Street. Inland Steel has met with Snohomish County PUD and this is the only viable path to bring power to their property. PUD has no other feasible options on 272nd St, 90th Ave, or 271st St. The proposal would consist of a 3-foot-wide trench for conduit which will then be backfilled and compacted.

The Committee is supportive of the easement with the condition that the developer work with the adjacent businesses to minimize disruptions and to repair the trench work.

The Committee adjourned at 7:45 pm

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**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8a

DATE: January 12, 2023

SUBJECT: Approval of Voucher and Payroll Checks

CONTACT PERSON: Amy Bergemeier, Accounting Specialist

ATTACHMENTS: A - Voucher Check Detail

SUMMARY STATEMENT

Approve issuance of Washington Federal Bank voucher checks 36254 through 36411 and electronic fund transfers in the amount of \$2,000,975.33. Approve issuance of Washington Federal payroll benefit checks 2072 through 2081 and electronic fund transfers in the amount of \$384,824.21.

RECOMMENDED MOTION

MOTION TO APPROVE ISSUANCE OF WASHINGTON FEDERAL BANK VOUCHER CHECKS 36254 THROUGH 36411 AND ELECTRONIC FUNDS TRANSFERS IN THE AMOUNT OF \$2,000,975.33. APPROVE ISSUANCE OF WASHINGTON FEDERAL PAYROLL BENEFIT CHECKS 2072 THROUGH 2081 AND ELECTRONIC FUND TRANSFERS IN THE AMOUNT OF \$384,824.21.

CHECK REGISTER

City Of Stanwood

Time: 12:03:59 Date: 01/04/2023

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5904	12/08/2022	Payroll	3	EFT		4,141.40	November 2022 Payroll
5905	12/08/2022	Payroll	3	EFT		5,077.63	November 2022 Payroll
5906	12/08/2022	Payroll	3	EFT		3,543.57	November 2022 Payroll
5907	12/08/2022	Payroll	3	EFT		2,212.99	November 2022 Payroll
5908	12/08/2022	Payroll	3	EFT		2,390.06	November 2022 Payroll
5909	12/08/2022	Payroll	3	EFT		436.04	November 2022 Payroll
5910	12/08/2022	Payroll	3	EFT		3,058.28	November 2022 Payroll
5911	12/08/2022	Payroll	3	EFT		3,087.70	November 2022 Payroll
5912	12/08/2022	Payroll	3	EFT		7,098.87	November 2022 Payroll
5913	12/08/2022	Payroll	3	EFT		3,964.57	November 2022 Payroll
5914	12/08/2022	Payroll	3	EFT		3,281.11	November 2022 Payroll
5915	12/08/2022	Payroll	3	EFT		3,136.86	November 2022 Payroll
5916	12/08/2022	Payroll	3	EFT		3,384.24	November 2022 Payroll
5917	12/08/2022	Payroll	3	EFT		3,171.49	November 2022 Payroll
5918	12/08/2022	Payroll	3	EFT		436.04	November 2022 Payroll
5919	12/08/2022	Payroll	3	EFT		5,431.87	November 2022 Payroll
5920	12/08/2022	Payroll	3	EFT		3,167.62	November 2022 Payroll
5921	12/08/2022	Payroll	3	EFT		4,921.38	November 2022 Payroll
5922	12/08/2022	Payroll	3	EFT		6,414.17	November 2022 Payroll
5923	12/08/2022	Payroll	3	EFT		4,834.97	November 2022 Payroll
5924	12/08/2022	Payroll	3	EFT		1,697.63	November 2022 Payroll
5925	12/08/2022	Payroll	3	EFT		1,733.62	November 2022 Payroll
5926	12/08/2022	Payroll	3	EFT		5,120.05	November 2022 Payroll
5927	12/08/2022	Payroll	3	EFT		5,393.64	November 2022 Payroll
5928	12/08/2022	Payroll	3	EFT		3,861.89	November 2022 Payroll
5929	12/08/2022	Payroll	3	EFT		435.95	November 2022 Payroll
5930	12/08/2022	Payroll	3	EFT		3,384.44	November 2022 Payroll
5931	12/08/2022	Payroll	3	EFT		436.04	November 2022 Payroll
5932	12/08/2022	Payroll	3	EFT		3,985.60	November 2022 Payroll
5933	12/08/2022	Payroll	3	EFT		385.95	November 2022 Payroll
5934	12/08/2022	Payroll	3	EFT		2,057.90	November 2022 Payroll
5935	12/08/2022	Payroll	3	EFT		2,909.13	November 2022 Payroll
5936	12/08/2022	Payroll	3	EFT		1,392.53	November 2022 Payroll
5937	12/08/2022	Payroll	3	EFT		1,641.65	November 2022 Payroll
5938	12/08/2022	Payroll	3	EFT		3,557.66	November 2022 Payroll
5939	12/08/2022	Payroll	3	EFT		286.04	November 2022 Payroll
5940	12/08/2022	Payroll	3	EFT		3,058.91	November 2022 Payroll
5941	12/08/2022	Payroll	3	EFT		3,870.06	November 2022 Payroll
5942	12/08/2022	Payroll	3	EFT		435.95	November 2022 Payroll
5943	12/08/2022	Payroll	3	EFT		4,465.72	November 2022 Payroll
5944	12/08/2022	Payroll	3	EFT		3,901.56	November 2022 Payroll
5945	12/08/2022	Payroll	3	EFT		5,795.05	November 2022 Payroll
5946	12/08/2022	Payroll	3	EFT		5,351.96	November 2022 Payroll
5947	12/08/2022	Payroll	3	EFT		2,201.32	November 2022 Payroll
5948	12/08/2022	Payroll	3	EFT		5,268.76	November 2022 Payroll
5950	12/08/2022	Payroll	3	EFT	HSA Bank	1,408.33	Pay Cycle(s) 12/08/2022 To 12/08/2022 - HSA Contributions ER; Pay Cycle(s) 12/08/2022 To 12/08/2022 - HSA Contr EE
5951	12/08/2022	Payroll	3	EFT	Internal Revenue Service (941)	69,254.19	941 Deposit for Pay Cycle(s) 12/08/2022 - 12/08/2022
5952	12/08/2022	Payroll	3	EFT	WA St Department Of Retirement Systems	46,343.64	Pay Cycle(s) 12/08/2022 To 12/08/2022 - PERS2; Pay Cycle(s) 12/08/2022 To 12/08/2022 - PERS 3; Pay Cycle(s) 12/08/2022 To 12/08/2022 - 457 - DRS (DCP)
6024	12/01/2022	Claims	3	EFT	Heartland Payment Systems	191.63	Nov Merchant Fees
6027	12/01/2022	Claims	3	EFT	US Bank St Paul	521,498.20	2021 Rev Bond & 2019 Rev Bond prin & Int pymts

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6029	12/05/2022	Claims	3	EFT	Chase Paymentech	2,955.19	Nov Paymentech Fees
6031	12/06/2022	Claims	3	EFT	Xpress/Bill Pay	584.60	Nov Fees
6066	12/09/2022	Claims	3	EFT	WA St Dept of Licensing *	18.00	Firearms paid online
6101	12/15/2022	Claims	3	EFT	US Bank	3,525.55	4485 5945 5564 1495
6102	12/15/2022	Claims	3	EFT	WA St Dept of Revenue **	16,347.37	City of Stanwood
6167	12/15/2022	Claims	3	EFT	Washington Federal Bank	300.47	Dec 2022 service fees
6240	12/23/2022	Payroll	3	EFT		3,000.00	Dec 2022 Draw
6241	12/23/2022	Payroll	3	EFT		1,800.00	Dec 2022 Draw
6242	12/23/2022	Payroll	3	EFT		2,000.00	Dec 2022 Draw
6243	12/23/2022	Payroll	3	EFT		2,500.00	Dec 2022 Draw
6244	12/23/2022	Payroll	3	EFT		2,000.00	Dec 2022 Draw
6245	12/23/2022	Payroll	3	EFT		1,000.00	Dec 2022 Draw
6246	12/23/2022	Payroll	3	EFT		2,000.00	Dec 2022 Draw
6247	12/23/2022	Payroll	3	EFT		2,700.00	Dec 2022 Draw
6248	12/23/2022	Payroll	3	EFT		2,400.00	Dec 2022 Draw
6249	12/23/2022	Payroll	3	EFT		4,000.00	Dec 2022 Draw
6250	12/23/2022	Payroll	3	EFT		1,600.00	Dec 2022 Draw
6251	12/23/2022	Payroll	3	EFT		1,000.00	Dec 2022 Draw
6252	12/23/2022	Payroll	3	EFT		2,000.00	Dec 2022 Draw
6253	12/23/2022	Payroll	3	EFT		1,800.00	Dec 2022 Draw
6254	12/23/2022	Payroll	3	EFT		1,600.00	Dec 2022 Draw
6255	12/23/2022	Payroll	3	EFT		2,000.00	Dec 2022 Draw
6256	12/23/2022	Payroll	3	EFT		500.00	Dec 2022 Draw
6257	12/23/2022	Payroll	3	EFT		1,500.00	Dec 2022 Draw
6258	12/23/2022	Payroll	3	EFT		1,800.00	Dec 2022 Draw
6259	12/23/2022	Payroll	3	EFT		1,000.00	Dec 2022 Draw
6260	12/23/2022	Payroll	3	EFT		2,350.00	Dec 2022 Draw
6261	12/23/2022	Payroll	3	EFT		1,200.00	Dec 2022 Draw
6262	12/23/2022	Payroll	3	EFT		500.00	Dec 2022 Draw
6263	12/23/2022	Payroll	3	EFT		3,450.00	Dec 2022 Draw
6264	12/23/2022	Payroll	3	EFT		1,500.00	Dec 2022 Draw
6265	12/23/2022	Payroll	3	EFT		1,700.00	Dec 2022 Draw
6277	12/08/2022	Claims	3	EFT	Payroc	458.22	debit to bank from Payroc in error
6338	12/28/2022	Claims	3	EFT	Harland Clarke	860.70	check order AP & P/R
6339	12/28/2022	Claims	3	EFT	HSA Bank	5.00	H.S.A. service fee for December 2022
5953	12/08/2022	Payroll	3	2072	AFLAC	221.39	Pay Cycle(s) 12/08/2022 To 12/08/2022 - AFLAC, Pre-Tax; Pay Cycle(s) 12/08/2022 To 12/08/2022 - AFLAC, Post-Tax
5954	12/08/2022	Payroll	3	2073	AWC Employee Benefit Trust	24,027.81	Pay Cycle(s) 12/08/2022 To 12/08/2022 - AWC - Health First 250; Pay Cycle(s) 12/08/2022 To 12/08/2022 - AWC- Dental J; Pay Cycle(s) 12/08/2022 To 12/08/2022 - AWC - Vision; Pay Cycle(s) 12/08/2022 To;
5955	12/08/2022	Payroll	3	2074	Colonial Life Insurance	66.75	Pay Cycle(s) 12/08/2022 To 12/08/2022 - Colonial Life Ins
5956	12/08/2022	Payroll	3	2075	Great-West Life & Annuity	3,363.00	Pay Cycle(s) 12/08/2022 To 12/08/2022 - 457 - Empower (Mass Mutual); Pay Cycle(s) 12/08/2022 To 12/08/2022 - Roth 457(b)Empower(MassMutual)
5957	12/08/2022	Payroll	3	2076	Legal Shield	53.70	Pay Cycle(s) 12/08/2022 To 12/08/2022 - Legal Shield
5958	12/08/2022	Payroll	3	2077	Mission Square	3,614.31	Pay Cycle(s) 12/08/2022 To 12/08/2022 - 457 - Mission Square Ret(ICMA)

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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5960	12/08/2022	Payroll	3	2079	Western Conference of Teamsters Pension Trust	2,819.52	Pay Cycle(s) 12/08/2022 To 12/08/2022 - WCTPP Contributions
5961	12/08/2022	Payroll	3	2080	Teamsters Union Local 231	1,618.00	Pay Cycle(s) 12/08/2022 To 12/08/2022 - Teamsters Dues
5962	12/08/2022	Payroll	3	2081	Washington Teamsters Welfare Trust	37,188.70	Pay Cycle(s) 12/08/2022 To 12/08/2022 - Teamsters Dental; Pay Cycle(s) 12/08/2022 To 12/08/2022 - Teamsters Medical
5853	12/02/2022	Claims	3	36254	APP- Associated Petroleum Products	4,616.16	AP0100494
5854	12/02/2022	Claims	3	36255	Ace Hardware #14901 *	459.37	20013; 20013; 20013; 20013; 20013; 20013; 20013
5855	12/02/2022	Claims	3	36256	Aramark Uniform Services Inc	114.58	937963000; 937963000
5856	12/02/2022	Claims	3	36257	Confluence Environmental Company, Inc	22,027.18	City of Stanwood
5857	12/02/2022	Claims	3	36258	Cuz Concrete Products Inc	72.18	STA293
5858	12/02/2022	Claims	3	36259	Databar Inc.	1,755.42	8952-CMS city of stanwood
5859	12/02/2022	Claims	3	36260	Edge Analytical Inc	52.53	STA01; STA01
5860	12/02/2022	Claims	3	36261	Hamilton Lumber LLC	113.52	city of stanwood; city of stanwood
5861	12/02/2022	Claims	3	36262	J.A. Brennan Associates, PLLC	13,984.72	City of Stanwood; City of
5862	12/02/2022	Claims	3	36263	JP Cooke Company	79.75	City of Stanwood
5863	12/02/2022	Claims	3	36264	Lenz Enterprises Inc	538.05	city of stanwood; city of stanwood; city of stanwood
5864	12/02/2022	Claims	3	36265	North County Regional Fire Authority	18,192.60	City of Stanwood
5865	12/02/2022	Claims	3	36266	ODP Business Solutions, LLC	545.33	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
5866	12/02/2022	Claims	3	36267	PUD Of Snohomish County *	10,331.47	222277832; 223569120; 200794063; 202423729; 200208858
5867	12/02/2022	Claims	3	36268	Pace Engineers, Inc	6,905.00	city of stanwood
5868	12/02/2022	Claims	3	36269	Perteet Inc.	3,814.22	city of stanwood
5869	12/02/2022	Claims	3	36270	Platt Electric Supply Inc	218.73	24127
5870	12/02/2022	Claims	3	36271	RH2 Engineering Inc	869.74	CITY OF STANWOOD
5871	12/02/2022	Claims	3	36272	Safeway	22.79	191483
5872	12/02/2022	Claims	3	36273	Skagit Farmers Supply	33.08	135052; 135052
5873	12/02/2022	Claims	3	36274	Skagit Sewer specialists	1,345.81	city of stanwood
5874	12/02/2022	Claims	3	36275	Skagit Valley Publishing	261.69	48893; 48893
5875	12/02/2022	Claims	3	36276	Sno Co Human Services Dept *	612.05	HSALC088
5876	12/02/2022	Claims	3	36277	Sno Co Sheriff's Office - CB	1,874.60	city of stanwood
5877	12/02/2022	Claims	3	36278	Snohomish County Public Def Association	2,385.00	City of Stanwood
5878	12/02/2022	Claims	3	36279	Snohomish County Treasurer	10.89	City of Stanwood
5879	12/02/2022	Claims	3	36280	Springbrook Holding Company LLC	850.50	City of Stanwood
5880	12/02/2022	Claims	3	36281	Stanwood Auto Parts	185.39	56100; 56100; 56100
5881	12/02/2022	Claims	3	36282	Stanwood Camano Arts Advocacy Commission		lost in mail
5882	12/02/2022	Claims	3	36283	Summit Law Group	2,565.50	20150-1 JXL
5883	12/02/2022	Claims	3	36284	TMG Services Inc	3,609.74	1920010

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5884	12/02/2022	Claims	3	36285	Taylor's Excavators Inc	271,618.57	City of Stanwood
5885	12/02/2022	Claims	3	36286	Unum Life Insurance	88.40	city of stanwood
5886	12/02/2022	Claims	3	36287	Verizon Wireless	1,175.63	372541731-00001
5887	12/02/2022	Claims	3	36288	WA St Dept of Ecology *	98.00	City of Stanwood
5888	12/02/2022	Claims	3	36289	WA St Dept of Licensing *	669.00	city of stanwood
5889	12/02/2022	Claims	3	36290	WA St Treasurer	1,060.41	City of Stanwood
5890	12/02/2022	Claims	3	36291	Washington State Patrol *	198.75	STA301
5891	12/02/2022	Claims	3	36292	Wave Broadband	284.44	3201-0316547-01; 3201-0316545-01
5892	12/02/2022	Claims	3	36293	Western Exterminator Company	209.59	683591; 683591
5893	12/02/2022	Claims	3	36294	Ziply Fiber		Void to correct amount
5996	12/08/2022	Claims	3	36295	A-1 Mobile Lock & Key	65.52	City of Stanwood
5997	12/08/2022	Claims	3	36296	Ace Hardware #14901 *	78.65	20013
5998	12/08/2022	Claims	3	36297	Aramark Uniform Services Inc	57.29	937963000
5999	12/08/2022	Claims	3	36298	Edward Avila	92.00	City of Stanwood
6000	12/08/2022	Claims	3	36299	The BlueLine Group, LLC	19,499.38	City of Stanwood
6001	12/08/2022	Claims	3	36300	Gaylynn Brien	60.00	City of Stanwood
6002	12/08/2022	Claims	3	36301	Britten, inc.	992.68	City of Stanwood
6003	12/08/2022	Claims	3	36302	Cascade Natural Gas Corp	1,014.57	608 440 0000 4; 953 540 0000 2; 931 607 9072 6; 839 440 0000 5; 498 440 00000 7; 127 540 0000 3; 022 201 7579 4
6004	12/08/2022	Claims	3	36303	Databar Inc.	222.92	8952
6005	12/08/2022	Claims	3	36304	FCS Group- Solutions- Oriented Consult.	905.00	City of Stawnood
6006	12/08/2022	Claims	3	36305	Ferguson Enterprises #3007	191.53	211970
6007	12/08/2022	Claims	3	36306	Trevor Harrison	150.00	City of Stanwood
6008	12/08/2022	Claims	3	36307	Tyler Hewett	547.20	City of Stanwood
6009	12/08/2022	Claims	3	36308	Samuel E Lidgard	523.37	City of Stanwood
6010	12/08/2022	Claims	3	36309	Navia Benefits	50.00	City of Stanwood
6011	12/08/2022	Claims	3	36310	Chandler T O'Neill	140.00	City of Stanwood
6012	12/08/2022	Claims	3	36311	ODP Business Solutions, LLC	96.13	36274097
6013	12/08/2022	Claims	3	36312	PUD Of Snohomish County *	683.96	200592889; 220923312; 202579512; 222799900; 221854284; 221041510; 202882056; 202727285; 202694204; 202670675
6014	12/08/2022	Claims	3	36313	Safeway	76.77	191483
6015	12/08/2022	Claims	3	36314	Shred-it US JV LLC	968.71	1000283524; 1000283524
6016	12/08/2022	Claims	3	36315	Skagit Farmers Supply	33.86	135052
6017	12/08/2022	Claims	3	36316	Skagit Valley Publishing	120.12	48893; 48893
6018	12/08/2022	Claims	3	36317	Transpogroup Inc	5,043.75	City of Stanwood
6019	12/08/2022	Claims	3	36318	US Bank St Paul	520.27	STAWATREF21
6020	12/08/2022	Claims	3	36319	WAPRO	25.00	City of Stanwood
6021	12/08/2022	Claims	3	36320	Ziply Fiber	85.93	360-939-0579-080320-5
6103	12/15/2022	Claims	3	36321	APP- Associated Petroleum Products	3,951.91	AP0100494
6104	12/15/2022	Claims	3	36322	Ace Hardware #14901 *	530.33	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
6105	12/15/2022	Claims	3	36323	Aramark Uniform Services Inc	114.58	937963000; 937963000
6106	12/15/2022	Claims	3	36324	BHC Consultants, LLC	2,209.28	city of stanwood
6107	12/15/2022	Claims	3	36325	Badger Meter Inc	1,349.50	460708
6108	12/15/2022	Claims	3	36326	Natalie Barrett	1,532.80	City of Stanwood
6109	12/15/2022	Claims	3	36327	The BlueLine Group, LLC	4,020.00	city of stanwood
6110	12/15/2022	Claims	3	36328	Patrick J Burt	680.40	City of Stanwood
6111	12/15/2022	Claims	3	36329	DOH Sanitary survey program	816.00	City of Stanwood

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6112	12/15/2022	Claims	3	36330	Edge Analytical Inc	483.07	STA01; STA01; STA01
6113	12/15/2022	Claims	3	36331	Frix Technologies LLC	2,636.25	City of Stanwood
6114	12/15/2022	Claims	3	36332	Galt John E	1,551.25	city of stanwood
6115	12/15/2022	Claims	3	36333	General Pacific Inc	1,838.62	101681
6116	12/15/2022	Claims	3	36334	ICONIX Waterworks (US) Inc.	74.90	CITSTA
6117	12/15/2022	Claims	3	36335	Keller Supply Company	180.18	22832 City of Stanwood; 22832 City of Stanwood; 22832 City of Stanwood
6118	12/15/2022	Claims	3	36336	Lenz Enterprises Inc	75.99	City of Stanwood
6119	12/15/2022	Claims	3	36337	Mackenzie	2,920.00	city of stanwood
6120	12/15/2022	Claims	3	36338	Maul Foster Alongi, Inc.	5,413.75	city of stanwood
6121	12/15/2022	Claims	3	36339	Leaders for Public Safety Mayors & Business	3,750.00	city of stanwood
6122	12/15/2022	Claims	3	36340	Monarch Tree Services	6,787.53	44695
6123	12/15/2022	Claims	3	36341	PUD Of Snohomish County *	14,024.22	200738672; 200142180; 200633634; 200240505; 202982351; 201942398; 200367373
6124	12/15/2022	Claims	3	36342	Pace Engineers, Inc	19,042.00	City of Stanwood; City of Stanwood; City of Stanwood
6125	12/15/2022	Claims	3	36343	Perteet Inc.	3,064.29	City of Stanwood
6126	12/15/2022	Claims	3	36344	Pitney Bowes Inc- Global Financial Svc	252.25	0013214658
6127	12/15/2022	Claims	3	36345	Pitney Bowes Inc- Purchase Power *	1,075.24	8000-9090-0519-5677
6128	12/15/2022	Claims	3	36346	Platt Electric Supply Inc	16.39	city of stanwood
6129	12/15/2022	Claims	3	36347	RH2 Engineering Inc	6,451.36	city of stanwood; city of stanwood
6130	12/15/2022	Claims	3	36348	Refund -Fast Track HVAC	78.75	City of Stanwood
6131	12/15/2022	Claims	3	36349	Refund-Island Gas Piping & Stove Install	42.00	City of Stanwood
6132	12/15/2022	Claims	3	36350	Ricoh USA Inc- Maint	559.97	4250811; 4250811; 4250811; 4250811
6133	12/15/2022	Claims	3	36351	Ricoh USA, Inc.	802.07	1316669-3660142; 1316669-3816549; 1316669-3816549; 1316669-3816549; 1316669-3816549; 1316669-3816549; 1316669-3816549; 1316669-3800326; 1316669-3800642; 1316669-3800327; 1316669-3800377
6134	12/15/2022	Claims	3	36352	Skagit Farmers Supply	9,635.67	135052; 135052; 135052; 135052; 135052; 135052; 135052; 135052 City of Stanwood; 135052
6135	12/15/2022	Claims	3	36353	Skagit Valley Publishing	124.41	48893
6136	12/15/2022	Claims	3	36354	Sno Co Dept Of Emergency Management	2,734.00	DEMSTNWD
6137	12/15/2022	Claims	3	36355	Sno Co District Court	437.88	DCT34003
6138	12/15/2022	Claims	3	36356	Sno Co Sheriffs Office *	458,334.50	SSH00001; SSH00001; SSH00001
6139	12/15/2022	Claims	3	36357	Snohomish County 911	9,181.11	city of stanwood
6140	12/15/2022	Claims	3	36358	Snohomish County Public Def Association	2,385.00	city of stanwood
6141	12/15/2022	Claims	3	36359	Stanwood Auto Parts	53.17	56100
6142	12/15/2022	Claims	3	36360	Stanwood City Utility	5,167.27	3439; 4962; 2964; 2732; 1075; 2688; 2741; 2749; 2886; 2965; 3184
6143	12/15/2022	Claims	3	36361	Stilly Auto Parts Napa	28.69	27197

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6144	12/15/2022	Claims	3	36362	Strategies 360 Inc	2,000.00	city of stanwood
6145	12/15/2022	Claims	3	36363	Thompson Guildner & Associates Inc. P.S.	5,597.00	City of Stanwood
6146	12/15/2022	Claims	3	36364	Transpogroup Inc	8,627.50	city of stanwood
6147	12/15/2022	Claims	3	36365	US Bank Na Custody/ Treas Div- Money Ctr	58.00	xxxxxx717 city of stanwood
6148	12/15/2022	Claims	3	36366	USA Bluebook	656.74	478228
6149	12/15/2022	Claims	3	36367	Utilities Underground Loc	63.21	134200
6150	12/15/2022	Claims	3	36368	Verizon Wireless	1,525.85	742373248-00001; 372541731-00001
6151	12/15/2022	Claims	3	36369	WA St Dept of Labor & Industries	299.00	City of Stanwood
6152	12/15/2022	Claims	3	36370	WAPRO	25.00	City of stanwood
6153	12/15/2022	Claims	3	36371	WSDOT- Cashier's Office		reissue for 876.26
6154	12/15/2022	Claims	3	36372	Western Exterminator Company	643.07	683591; 683591; 683591; 683591
6155	12/15/2022	Claims	3	36373	Ziply Fiber	1,359.60	206-188-0411-053105-5; 360-629-4907-072497-5
6156	12/15/2022	Claims	3	36374	Zumar Industries Inc	405.15	City of Stanwood
6295	12/29/2022	Claims	3	36375	Ace Hardware #14901 *	3,345.46	20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013; 20013
6296	12/29/2022	Claims	3	36376	Aramark Uniform Services Inc	57.29	937963000
6297	12/29/2022	Claims	3	36377	Augusta lawn care services	3,279.00	city of stanwood
6298	12/29/2022	Claims	3	36378	Awards of Praise	57.11	city of stanwood
6299	12/29/2022	Claims	3	36379	Brandywine Nursery Inc	1,190.20	city of stanwood
6300	12/29/2022	Claims	3	36380	Cascade Septic Pumping, LLC	751.80	city of stanwood
6301	12/29/2022	Claims	3	36381	Cedarhome Tree Farm	217.80	city of stanwood
6302	12/29/2022	Claims	3	36382	Commercial Fire Protection Inc	1,005.67	5654 city of stanwood
6303	12/29/2022	Claims	3	36383	Confluence Environmental Company, Inc	22,445.17	city of stanwood
6304	12/29/2022	Claims	3	36384	Databar Inc.	1,230.77	8952 City of stanwood; 8952 city of stanwood
6305	12/29/2022	Claims	3	36385	Edge Analytical Inc	555.17	STA01
6306	12/29/2022	Claims	3	36386	Hamilton Lumber LLC	607.48	66; City of Stanwood acct 66
6307	12/29/2022	Claims	3	36387	Lenz Enterprises Inc	20.00	City of Stanwood
6308	12/29/2022	Claims	3	36388	National Barricade Co LLC	410.76	city of stanwood
6309	12/29/2022	Claims	3	36389	ODP Business Solutions, LLC	620.09	36274097; 36274097; 36274097; 36274097; 36274097; 36274097; 36274097
6310	12/29/2022	Claims	3	36390	PUD Of Snohomish County *	10,462.05	200208858; 200794063; 202423729; 200103539; 200128742
6311	12/29/2022	Claims	3	36391	Pape' Machinery	9,050.74	6109854; 314673
6312	12/29/2022	Claims	3	36392	Platt Electric Supply Inc	613.47	city of stanwood
6313	12/29/2022	Claims	3	36393	Puget Tech LLC	1,209.00	city of stanwood
6314	12/29/2022	Claims	3	36394	Quality Controls Corporation	1,530.00	city of stanwood
6315	12/29/2022	Claims	3	36395	Ricoh USA, Inc.	299.30	1316669-3800326; 1316669-3816549
6316	12/29/2022	Claims	3	36396	Sno Co Information Services *	15,994.23	DIS1107
6317	12/29/2022	Claims	3	36397	Sno Co Sheriff's Office - CB	5,170.18	city of stanwood; city of stanwood
6318	12/29/2022	Claims	3	36398	Specialty mining & infiels Supplies	14,278.96	city of stanwood
6319	12/29/2022	Claims	3	36399	Springbrook Holding Company LLC	189.00	city of stanwood
6320	12/29/2022	Claims	3	36400	Stanwood Auto Parts	72.15	56100; 56100
6321	12/29/2022	Claims	3	36401	Stanwood Camano Arts Advocacy Commission	7,000.00	City of Stanwood
6322	12/29/2022	Claims	3	36402	Summit Law Group	4,667.00	20150-1 JXL

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
6323	12/29/2022	Claims	3	36403	Taylor's Excavators Inc	320,897.73	City of Stanwood
6324	12/29/2022	Claims	3	36404	Transpogroup Inc	19,951.25	city of stanwood
6325	12/29/2022	Claims	3	36405	UPS Store #4798	32.80	City of Stanwood
6326	12/29/2022	Claims	3	36406	USA Bluebook	360.84	478228; 478228
6327	12/29/2022	Claims	3	36407	Urban Forestry Services, Inc	375.00	city of stanwood
6328	12/29/2022	Claims	3	36408	%Financial Mngmt Services WA Dept of Natural Resources	59.00	1025983
6329	12/29/2022	Claims	3	36409	WA St Auditor's Office	3,017.10	city of stanwood
6330	12/29/2022	Claims	3	36410	WSDOT- Cashier's Office	876.26	SW00152380 2; City of Stanwood SW00152380 2
6331	12/29/2022	Claims	3	36411	Wave Broadband	568.88	3201-0316545-01; 3201-0316547-01
001 General Fund						848,353.17	
101 Street Fund						42,713.53	
103 Street Construction Fund						10,966.11	
104 Park And Trail Improvement Fund						83,300.98	
110 Building Improvement Fund						2,920.00	
115 Tourism And Promotion						10,730.10	
401 Sewer Fund						262,039.12	
403 Sewer Construction Fund						1,285.58	
410 Drainage Fund						31,703.68	
411 Drainage Construction Fund						617,013.30	
421 Water Fund						467,722.85	
422 Water Construction Fund						6,070.78	
630 Agency Fund						980.34	
							Claims: 2,000,975.33
* Transaction Has Mixed Revenue And Expense Accounts						2,385,799.54	Payroll: 384,824.21

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Stanwood, and that I am authorized to authenticate and certify to said claim.

() Finance Director () Auditing Officer Wendy Gordon Dornum Date: 1/4/2023
 (X) Deputy Finance Director



**CITY OF STANWOOD
COUNCIL AGENDA STAFF REPORT**

ITEM NUMBER: 8b
DATE: January 12, 2023
SUBJECT: City Council Regular Meeting Minutes – December 8, 2022
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A – Council Regular Meeting Minutes – December 8, 2022

SUMMARY STATEMENT

December 8, 2022, Regular City Council Meeting minutes are attached.

RECOMMENDED MOTION

MOTION TO APPROVE THE DECEMBER 8, 2022, CITY COUNCIL REGULAR MEETING MINUTES AS PRESENTED.

CITY OF STANWOOD
Regular Meeting of the City Council
Thursday, December 8, 2022 – 7:00 p.m.
In-Person & Zoom Online Meeting
MINUTES

1. Call to Order and Pledge of Allegiance

Mayor Sid Roberts called the meeting to order at 7:00 p.m. Councilmember Gaumond led the Pledge of Allegiance.

2. Roll Call

City Clerk Lisa Sokolik called the roll with the following Councilmembers present: Dani Gaumond, Marcus Metz, Darren Robb, Steve Shepro, Andreena Bergman, and Tim Schmitt. The meeting was quorate.

*Motion by Councilmember Robb, second by Councilmember Metz, to excuse Councilmember Tim Pearce. **Motion was carried unanimously.***

Also present: Community Development Director Patricia Love, Finance Director David Hammond, City Attorney Nikki Thompson, Chief Jason Toner, Fire Chief John Cermak, Associate Engineer Alan Lytton, Assistant to the Administrator/Communication Manager Krista Hintz, and City Clerk Lisa Sokolik. City Administrator Shawn Smith and Utility Supervisor Leigh Danielson attended via Zoom.

3. Approval of the Agenda

*Motion by Councilmember Metz, second by Councilmember Gaumond to approve the agenda as amended. **Motion carried unanimously.***

4. Presentation - None

5. Public Comments

Written comments must be provided to the Clerk by 9:00 a.m. on the day of the meeting. Verbal comments may be provided by attending the meeting in person or via Zoom.

Written Comments

Peggy Kitting, Stanwood Topic: Crematorium Stack Fire during Christmas Tree Lighting Event

6. Staff / Department Reports

Police Compstat Report – November

Council questions and comments:

The report mentions two speeding hotspots, where are those locations? Chief Toner said they will be focusing on three streets: 80th, 276th and 284th.

7. Council Committee Reports

- a. Finance Committee Meeting Minutes – November 17, 2022
- b. Parks and Trails Advisory Committee Meeting Minutes – October 17, 2022
- c. Public Safety Committee Meeting Minutes – November 10, 2022

8. Consent Agenda

- a. Approve Vouchers and Payroll Checks.
- b. Approve City Council Regular Meeting Minutes – November 21, 2022.

*Motion by Councilmember Gaumond, second by Councilmember Bergman to approve the consent agenda items A and B. **Motion carried unanimously.***

9. Unfinished Business

Authorize the Mayor to Sign Change Order No. 2 for the Sebranke Property Cleanup Project with Wyser Construction Corporation

Associate City Engineer Alan Lytton said Wyser Construction started the cleanup of the Sebranke Property on Monday, December 5th. They found an undocumented 800-gallon field storage tank which will need to be addressed.

Council questions and comments.

- What was stored in the tank? Lytton said judging by the size, he believes it stored oil.
- What fund will be used to pay for the change order? Director Hammond answered the general fund.
- Were there gasoline tanks on the site? Lytton said no, none that have been found.
- When will the work be done? Lytton said as soon as the samples are back they can start filling in

Motion by Councilmember Robb, second by Councilmember Shepro, to authorize the Mayor to sign a change order in the amount not to exceed \$7,700.00 for the Sebranke Cleanup Project with Wyser Construction Corporation.

*Roll call of votes was taken. **Motion carried unanimously.***

10. Public Hearing

- a. Final 2023-2024 Biennial Budget

Director Hammond said Council has discussed the 2023-2024 budget several times; a public hearing was held no comments were received, and the first reading was passed on November 21st.

Staff used the ClearGov software this year. The software is designed so the budget book that is presented complies with the Government Financial Officers Association Best Practices, the City will be able to submit the budget for approval to earn the Certificate of Excellence, which was last obtained in 2013.

The budget presented for adoption has a total appropriation of \$74,216,418 for two years.

The Mayor opened the Public Hearing at 7:22 p.m. With no public comments, the Mayor closed the Public Hearing at 7:22 p.m.

Motion by Councilmember Robb, second by Councilmember Gaumont, to approve the second reading and adoption of Ordinance 1509 2023-2024 Biennial Budget.

Councilmember Robb thanked Director Hammond, the finance staff and all the department heads for their hard work on the budget, it is quite ambitious but well balanced and very much aligns with the community's goals, he is very proud to put his name on it.

*Roll call of votes was taken. **Motion carried unanimously.***

11. New Business

a. Approve Resolution 2022-19 - Financial Management Policy Update

Hammond said the plan is to review and update the Consolidated Financial Management Policy in conjunction with the biennium budget process. Hammond discussed five significant changes:

1. Street Operation Fund Required Reserve
2. Delegate Sole Source Authority
3. Public Works Contract Change Order Delegation
4. Code of Ethics
5. Electronic Funds Transfer Policy

Council questions and comments:

- Councilmember Metz said the Finance Committee discussed extensively and support it unanimously. There were some concerns about the delegation update, but the benefits outweigh the risk, and it can be monitored with the quarterly report. If delegation is used improperly that can be addressed.
- Councilmember Shepro asked if the City has experienced costly delays with the current policy? Lytton said yes, last year on the Main Lift Station project, the City paid \$5,000 per day for standby time waiting to get a change order approved by council.

Motion by Councilmember Bergman, second by Councilmember Metz, to adopt Resolution 2022-19 Updated Financial Management Policy.

Roll call of votes was taken.

<i>Councilmember Gaumont</i>	<i>Yes</i>
<i>Councilmember Metz</i>	<i>Yes</i>
<i>Councilmember Robb</i>	<i>Yes</i>
<i>Councilmember Shepro</i>	<i>No</i>
<i>Councilmember Bergman</i>	<i>Yes</i>
<i>Councilmember Schmitt</i>	<i>Yes</i>

Motion carried 5 yea and 1 nay

b. Authorize the Mayor to Sign Supplemental No. 3 to the Public Defender Contract

Hammond said that this is a two-year extension to the Public Defender Association contract, the City is required to provide these services to our citizens, and we have had a good relationship working with the Public Defender Association. The 2022 rate will hold over for 2023 due to the low volume of cases during the pandemic, rates will be adjusted in 2024.

Council questions and comments:

- Councilmember Schmitt asked if the City pays for felony cases? Hammond said no, just misdemeanor cases. The State is required to prosecute through the county for felony crimes.

*Motion by Councilmember Metz, second by Councilmember Shepro authorize the mayor to execute Supplemental Agreement No. 3 to the Professional Services agreement between the City of Stanwood and Snohomish Public Defender Association for Indigent Defense Services through December 31, 2024. **Motion carried unanimously.***

c. Support Snohomish County Mayors and Business Leaders for Public Safety

Hammond said this new organization, Mayors and Business Leaders for Public Safety has the support of Mayor Roberts. This group is as a private sector non-profit organization set up to push for changes in the public safety area seeking legislation to provide more training, experience, and funding for law enforcement services. More information can be found on their website <https://www.keepourcitysafe.com/>

Participation is tiered, for a city our size the recommended participation is \$3,750 per year.

Mayor Roberts said the Snohomish County mayors have been working on this for a year. This group came about from incredible frustration of mayors not being able to do anything about homelessness, drug use, negative street activity and not being able to arrest anyone.

Mayor Franklin of Everett and Mayor Nehring of Marysville along with other mayors finally said enough is enough and they put together this organization. All Snohomish County mayors have signed on and have spent many hours discussing the issues. The organization has hired a public relations firm, put up a website, and already begun to lobby legislatures and have met with some representatives and they just need a little seed money. Mayor Roberts said they have already seen benefits.

Chief Toner added for the last couple of years there's been a lot coming out of Olympia which has had unintended consequences that has affected cities. Stanwood has not suffered like others, but we have still seen the effects of those decisions. Chief Toner is fully in support of the Mayor and the city joining the coalition, it's a strong bipartisan group and it will hopefully give a stronger voice to our small city down in Olympia for what's been facing our city.

Hammond said that the Public Safety Committee discussed this issue earlier tonight at their meeting and they are in favor of supporting the coalition.

Council questions and comments:

- Councilmember Schmitt commented that the objectives of this organization speak directly about the bindings that have been placed on the police.
- Councilmember Robb commented that he fully supports this group and thanked the Mayor for joining and being a part of the coalition and for bringing attention to it. Robb added for an additional show of support for this effort, he would support two-years of payments.
- Councilmember Bergman is in support for as many years as it will take.

Motion by Councilmember Metz, second by Councilmember Bergman to authorize the Mayor to support the Mayors and Business Leaders for Public Safety Coalition including a first year payment of \$3,750.00.

Motion by Councilmember Robb, second by Councilmember Shepro to amend the motion to include a second-year payment of \$3,750.00.

*Roll call of votes was taken to amend the motion. **Motion carried unanimously.***

Roll call of votes was taken on the main motion to authorize the Mayor to support the Mayors and Business Leaders for Public Safety Coalition including a first year payment of \$3,750.00 and a second year payment of \$3,750.00.

*Roll call of votes was taken. **Motion carried unanimously.***

12. Public Closing Comments

13. Executive/Legislative Reports

a. Mayor's Report

- The Snohomish County Cities meeting and dinner is next week on December 15th, councilmembers can contact Lisa if they'd like to attend.
- Attended the Tree Lighting event last Saturday, it was very festive.
- Attended the ribbon cutting for Dance Project NW, approximately 60 to 70 girls from 10-13 years old were there.
- Strategies 360, the City's Lobbying firm arranged a meeting with the governor's budget writer and staff last week to discuss the funding for the Dike, it was a very positive meeting.
- The Mayor has offered his services to the Fire Authority to ride on one of the fire trucks on December 12th.
- Tonight's meeting is the last meeting of the year.
- Next meeting is January 12, 2023.
- Happy Holidays, Merry Christmas, and Happy New Year! Thank you, Council for serving the City of Stanwood!

b. City Administrator Report

c. Councilmember Reports/Questions

- Merry Christmas everyone!
- Councilmember Metz had a good talk with State Representative Clyde Shavers about the dike issue and law and order in Stanwood.
- Spread the word that there is a school board vacancy.
- It was a blast being on the City Council this past year.
- Thank you, Director Hammond for getting the TBD tax levy on the ballot and thankful it passed.
- Thank you to the Mayor for a great 2022.
- Thank you to Izzie Lund, Reporter Stanwood Camano News, who regularly attends the city council meetings and appreciation for her mentioning the City in her news articles.
- The Mayor gave a great speech at the Tree Lighting event.

14. Recess to Executive Session – None

15. Adjourn

There being no further business before the Council, and hearing no objection to adjournment, Mayor Roberts adjourned the meeting at 8:16 p.m.

CITY OF STANWOOD

ATTEST:

Sid Roberts, Mayor

Lisa Sokolik, City Clerk

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 8c

DATE: January 12, 2023

SUBJECT: Authorize the Mayor to Sign Supplemental Agreements to extend the expiration date for 16 On-Call Professional Service Agreements

CONTACT PERSON: Kevin Hushagen, Public Works Director

ATTACHMENTS: A – On Call Professional Services Expertise List

PURPOSE

The purpose of this agenda item is for Council to authorize the mayor or designee to extend the expiration date for sixteen (16) On-Call Professional service contracts.

BACKGROUND

The City currently has multiple projects under design and construction, with additional projects planned for the upcoming years. In addition, the City routinely performs maintenance projects throughout the city limits. Many of these projects require specialized consultation from a licensed professional firm, e.g., civil engineering and surveying. The City currently has an on-call agreement with sixteen (16) Professional Service Firms (AESI, Alta, BHC, Blueline, Confluence, David Evans, Harmsen, JA Brennan, KBA, Lankford, Maul Foster & Alongi, Metron, PACE, Perteet, Transpo, and West Coast Code Consultants) which will expire in the beginning of 2023. These contracts allowed for two one-year extensions. Staff would like to extend the expiration date of all the above contracts to 1/31/2024. All Sixteen firms are listed on the MRSC Roster and are qualified to provide the City on-call professional services which may arise during the 2023 and 2024 calendar years.

Services requested include civil engineering, transportation engineering, utility system modeling, roadway design, land use and environmental permitting, surveying services, grant applications, GIS and CAD support, and SCADA and telemetry technology.

Selecting a team of on-call professional service firms allows the city more flexibility in matching firm expertise with project tasks. In some circumstances it will also allow the city to award consulting contracts more quickly ensuring the city's needs are addressed as quickly and efficiently as possible.

By selecting firms of various sizes (small, medium and large) with expertise in different disciplines (general civil engineering, utilities, environmental, transportation, planning,

surveyors, and cultural) will allow the city to match the most qualified firm with each project.

See attachment A for each firm's expertise.

The city will be responsible for assigning projects depending on the city's needs. Selected firms are not guaranteed work as a result of the on-call agreement. Some projects will require a separate competitive bidding process because the funding source requires advertisement and competitive bidding according to the Local Agency Guideline (LAG) Manual.

ANAYLSIS

There is no cost to enter into the on-call professional service agreements. The actual agreement cost is based on the city's needs and project estimates.

RECOMMENDATIONS

Staff Recommendation:

Staff recommend the Mayor or designee to enter into a supplemental agreement to extend the expiration date for On-Call Professional Service Agreement with sixteen (16) Firms: AESI, Alta, BHC, Blueline, Confluence, David Evans, Harmsen, JA Brennan, KBA, Lankford, Maul Foster & Alongi, Metron, PACE, Perteet, Transpo, and West Coast Code Consultants.

Committee/Board Recommendation:

The Public Works Committee has not reviewed this item.

CITY COUNCIL OPTIONS

1. Authorize the mayor or designee to sign the supplemental agreements for on-call professional service agreements to extend the expiration date of the contracts with all sixteen (16) firms.
2. Authorize the mayor to extend the expiration date for on-call professional service agreements with one or more firms. Council will need to direct staff on which firms they have selected.
3. Reject all requests for an extension. This option will mean that staff will have to go out for an RFQ for each new project.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACT WITH ASSOCIATED EARTH SCIENCE, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACT WITH ALTA PLANNING AND DESIGN, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH BHC CONSULTANTS, LLC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH BLUELINE GROUP, LLC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH CONFLUENCE ENVIRONMENTAL COMPANY.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH DAVID EVANS AND ASSOCIATES, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH HARMSSEN LLC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH JA BRENNAN ASSOCIATES, PLLC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH KBA LLC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH LANKFORD ASSOCIATES.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH MAUL FOSTER ALONGI, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH METRON AND ASSOCIATES, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH PACE ENGINEERING.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH PERTEET INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH TRANSPRO GROUP USA, INC.

I MOVE TO AUTHORIZE THE MAYOR OR DESIGNEE TO SIGN THE SUPPLEMENTAL AGREEMENTS FOR ON-CALL PROFESSIONAL SERVICE AGREEMENT TO EXTEND THE EXPIRATION DATE OF THE CONTRACTS WITH WEST COAST CODE CONSULTANTS, INC.

On-Call Professional Services 2021 - Selection Criteria: Selected off of MRSC and current On-Call List

FIRM	Alta	AESI <i>Associated Earth Sciences</i>	BHC	Blueline	Confluence	Dan Evans	Harmsen	J.A. Brennan	KBA	Lankford	MFA <i>Maul Foster Alongi</i>	Metron	Pace	Perteet	Transpo	WC3 <i>West Coast Code Consultants</i>
Master Contract Signed	2021-39	2021-11	2021-08	2021-26	2021-16	2020-22	2021-33	2021-17	2021-22	2021-25	2021-10	2021-31	2020-23	2021-30	2021-05	2021-09
Expires	1/31/2023	1/31/2023	1/31/2023	1/31/2023	1/31/2023	2/28/2022	1/31/2023	1/31/2023	1/31/2023	1/31/2023	1/31/2023	1/31/2023	2/28/2023	1/31/2023	1/31/2023	1/31/2023
Arborist																
Civil Engineering Services																
Compaction Testing																
Costal / Estuarine Engineering Services																
Environmental Services																
Geotechnical and Hydrogeological Engineering																
GIS and CAD Mapping Support																
Historical, Archeological and Cultural Resources Review and Compliance																
Inspections and Construction Management of Projects																
Land Use and Environmental Permitting																
Loan, Grant, and Franchise Applications																
Parks and Trails General Planning Services																
Plan Review for Compliance with City Code and Development Standards																
Preparation of Contract Plans and Specifications																
Project Cost Estimator																
Responding to Emergency Requests																
Roadway Design and Channelization																
SCADA and Telemetry Technology																
Stormwater Analysis and Design																
Structural Analysis																
Surveying Services																
Transportation Engineering																
Utility System Modeling																
Wetlands and Critical Areas Delineation and Mapping																
Other Services not listed on the RFQ																
Architect																
Fire and Life Safety Plan Review																
Right of Way Services																
Permit Process, Public Involvement, Public Policy																
Community Development Services																

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CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11a
DATE: January 12, 2023
SUBJECT: Selection of Mayor Pro Tempore
CONTACT PERSON: Lisa Sokolik, City Clerk
ATTACHMENTS: A - Council Rules of Procedure Rule 7

ISSUE

The City Council Rules of Procedure (Attachment A) require councilmembers to choose a mayor pro tempore to serve for the year.

SUMMARY STATEMENT

At the first meeting of the City Council in the new year (2023), as required by the City Council Rules of Procedure, councilmembers must choose a member to serve as mayor pro tempore for the year.

DISCUSSION

The mayor pro tempore serves in the absence or temporary disability of the mayor. The "term" of the pro tempore appointment, according to the City Council Rules of Procedure is one year, and the mayor pro tempore must be chosen at the first meeting of the year. The councilmember serving as mayor pro tempore will continue to have all of the rights, privileges, and immunities of a member of the council.

FINANCIAL IMPACT

There is no financial impact.

CITY COUNCIL OPTIONS

Council must choose a member to serve as mayor pro tempore at their first meeting in 2023.

RECOMMENDED MOTION

**I MOVE TO APPOINT COUNCILMEMBER _____ AS MAYOR PRO
TEMPORE TO SERVE A ONE YEAR TERM IN 2023.**

ELECTION OF MAYOR PRO TEMPORE

Rule 7. Annually, at the first meeting of the City Council, the members thereof shall choose a member from among their number who shall have the title of Mayor Pro Tempore. In addition to the powers conferred upon him/her as Mayor Pro Tempore, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a vacancy occurs in the office of Mayor Pro Tempore, the members of the council at their next regular meeting should select a Mayor Pro Tempore from among their number for the unexpired term.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11b

DATE: January 12, 2023

SUBJECT: Set 2023 City Council Meeting Calendar

CONTACT PERSON: Shawn Smith, City Administrator

ATTACHMENTS: A – Rules of Procedure Rule No. 2
B – Proposed 2023 City Council Meeting Calendar

Resource Link:

<https://stanwoodwa.org/DocumentCenter/View/6769/Rules-of-Procedure?bidId=>

PURPOSE

The purpose of this agenda item is for Council consideration and approval of 2023 City Council Meeting Calendar

BACKGROUND

Council's Rules of Procedure (See Resource link above) Rule 2 states that the Stanwood City Council shall hold regular meetings on the second and fourth Thursday of each month and shall hold four (4) quarterly special meetings, commonly known as Council Workshops.

ANALYSIS

The 2023 calendar prepared for council approval includes setting all regular city council meetings, setting four special meetings, moving meetings that may fall on a holiday, and cancellation of two meetings.

Fiscal Impact			
There is no fiscal impact			
Fund(s):	N/A		
Amount:	\$	Project Estimate:	\$ -
Budget Authorized	☐ Yes ☐ No	Amendment Required	☐ Yes ☐ No ☐ Monitor

RECOMMENDATIONS

Staff Recommendation: Staff recommends setting the 2023 City Council Meeting Calendar as proposed.

Committee/Board Recommendation: The full City Council considers and approves the annual meeting calendar.

CITY COUNCIL OPTIONS

1. The Council may approve the 2023 City Council Meeting Calendar as presented.
2. The Council may direct changes to the proposed 2023 City Council Meeting Calendar and approve an amended version.
3. The Council may direct staff to bring back alternative meeting dates and a revised 2023 Meeting Calendar at a later date.

PROPOSED MOTION

I MOVE TO APPROVE AND SET THE 2023 CITY COUNCIL MEETING CALENDAR AS PRESENTED AND TO PUBLISH ALL DATES ON THE CITY WEBSITE

COUNCIL MEETINGS

Rule 2. The regular meetings of the Stanwood City Council shall be held at 7:00 p.m. on the second and fourth Thursday of each month. When the date for any regular meeting of the City Council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding Monday or the previous Monday, not a holiday. (SMC 2.44.035)

Cancellations. During an open public meeting a majority of the Council may agree to cancel an upcoming regular meeting, special meeting, or workshop meeting. Also, if no items of business have been submitted to the City Clerk for consideration at said upcoming meeting, the Mayor, Mayor pro tem and City Clerk may cancel the upcoming meeting, if all agree. In the case of such cancellation, payroll checks and vouchers will be approved at the next regular City Council meeting. (RCW 42.24.180/SMC 3.20.020)

Proposed 2023 City Council Calendar

January 2023

Thursday, January 12 Regular City Council Meeting 7:00 pm

Thursday, January 26 Regular City Council Meeting 7:00 pm

February 2023

Thursday, February 9 Special Workshop Meeting 5:00 pm

Thursday, February 9 Regular City Council Meeting 7:00 pm

Thursday, February 23 Regular City Council Meeting 7:00 pm

March 2023

Thursday, March 9 Regular City Council Meeting 7:00 pm

Thursday, March 23 Regular City Council Meeting 7:00 pm

April 2023

Thursday, April 13 Regular City Council Meeting 7:00 pm

Thursday, April 27 Regular City Council Meeting 7:00 pm

May 2023

Thursday, May 11 Special Workshop Meeting 5:00 pm

Thursday, May 11 Regular City Council Meeting 7:00 pm

Thursday, May 25 Regular City Council Meeting 7:00 pm

June 2023

Thursday, June 8 Regular City Council Meeting 7:00 pm

Thursday, June 22 Regular City Council Meeting 7:00 pm

July 2023

Thursday, July 13 Regular City Council Meeting 7:00 pm

Thursday, July 27 Regular City Council Meeting 7:00 pm

August 2023

Thursday, August 10 Special Workshop Meeting 5:00 pm

Thursday, August 10 Regular City Council Meeting 7:00 pm

Thursday, August 24 Regular City Council Meeting 7:00 pm ** CANCELLED

September 2023

Thursday, September 14 Regular City Council Meeting 7:00 pm

Thursday, September 28 Regular City Council Meeting 7:00 pm

October 2023

Thursday, October 12 Special Workshop Meeting 5:00 pm

Thursday, October 12 Regular City Council Meeting 7:00 pm

Thursday, October 26 Regular City Council Meeting 7:00 pm

November 2023

Thursday, November 9 Regular City Council Meeting 7:00 pm

Monday, November 20 Regular City Council Meeting 7:00 pm ** Moved due to holiday

December 2023

Thursday, December 14 Regular City Council Meeting 7:00 pm

Thursday, December 28 Regular City Council Meeting 7:00 pm **CANCELLED



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11c

DATE: January 12, 2023

SUBJECT: Adoption of Ordinance 1510 Regarding Compost Procurement

CONTACT PERSON: Kevin Hushagen, Public Works Director

Attachment A – Ordinance 1510

PURPOSE

The purpose of this agenda item is to adopt Ordinance 1510 adopting Stanwood Municipal Code new chapter 4.16 regarding compost procurement.

BACKGROUND

ESSHB 1799 was signed into Washington State law in March 2022 to increase the diversion of organic materials from landfills in order to reduce methane emissions. RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Stanwood, to adopt a compost procurement ordinance by January 1, 2023.

PROPOSED MOTION

I MOVE TO AUTHORIZE THE ADOPTION OF ORDINANCE 1510 ADOPTING STANWOOD MUNICIPAL CODE NEW CHAPTER 4.16 REGARDING COMPOST PROCUREMENT.

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1510

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
ADOPTING NEW CHAPTER 4.16 REGARDING COMPOST
PROCUREMENT.**

WHEREAS, ESSHB 1799 was signed into Washington State law in March 2022 to increase the diversion of organic materials from landfills in order to reduce methane emissions; and

WHEREAS, landfills emit a significant amount of methane, a greenhouse gas 27-30 times more potent than carbon dioxide; and

WHEREAS, the City of Stanwood provides organic material collection services; and

WHEREAS, as more organic materials are diverted and recycled, it is critical that compost be procured by local jurisdictions and other local entities to support the economic viability of these processes and programs; and

WHEREAS, several City departments procure soil, compost, and mulch for use on City-owned properties and projects; and

WHEREAS, it is well-established that the use of compost in landscaping and soil amendment has many benefits such as moisture retention, weed suppression, natural form of nutrients, stops soil erosion, and stormwater filtration; and

WHEREAS, RCW 43.19A.150(1) requires many cities and counties in Washington, including the City of Stanwood, to adopt a compost procurement ordinance by January 1, 2023.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. SMC Chapter 4.16 is adopted to read as shown in Exhibit A.

Section 2. Effective Date. Consistent with RCW 35A.12.130, this ordinance shall take effect five days after its passage and publication.

PASSED AND APPROVED by the Stanwood City Council this **12th day of January 2023.**

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____
Effective Date: _____

EXHIBIT A

Chapter 4.16 Compost Procurement

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4.16.030 Requirement for Compost Use.....	3
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4.16.010 Purpose

This chapter is adopted for the following purposes:

- (1) to increase the diversion of organic materials from landfills in order to reduce methane emissions;
- (2) to provide for local preference in procurement of compost to support the economic viability of compost diversion programs as provided in RCW 43.19A.150;
- (3) to support the use of compost in landscaping and as a soil amendment for the benefits of moisture retention, weed suppression, natural nutrients, prevention of soil erosion, and stormwater filtration.

4.16.020 Definitions

“Finished Compost Product” means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished Compost Products include, but are not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a Finished Compost Product if it contains a minimum of sixty percent composted material. Bark is not a Finished Compost Product.

4.16.030 Requirement for Compost Use

- (1) The City of Stanwood must consider and use, to the extent feasible, finished compost products on City projects or on City property in which compost is an appropriate material, including:
 - (a) landscaping projects;
 - (b) construction and postconstruction soil amendments;
 - (c) applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
 - (d) low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.

- (2) The City is not required to use compost products if any of the following apply:
 - (a) compost products are not available within a reasonable period of time;
 - (b) compost prices are not reasonable or competitive;
 - (c) compost products that are available do not comply with existing purchasing standards;
 - (d) available compost products do not comply with federal or state health, quality, or safety standards.
- (3) Pursuant to RCW 43.19A.130, the City must strive to purchase an amount of finished compost products equal or greater than fifty percent of the amount of organic materials collected in the City of Stanwood.

4.16.040 Local Purchasing

- (1) The City must purchase finished compost products from entities that:
 - (a) produce compost locally within Snohomish County;
 - (b) are certified by a nationally recognized organization (e.g., the U.S. Composting Council);
 - (c) are permitted by the local health jurisdiction; and
 - (d) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology.
- (2) If compost meeting the criteria in subsection (A) is not available, preference for compost procurement must be given to products sourced as close as possible to the City of Stanwood. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive must be documented.
- (3) The local preference requirement in this chapter must be incorporated, whenever relevant, into any contracts entered into by the City of Stanwood.
- (4) The local preference authorized in this chapter controls over any conflicting City purchasing policies.

4.16.050 Education

Pursuant to RCW 43.19A.150(4), the City must conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year, which must consist of, at a minimum, inclusion of an article in the City's Newsletter describing the uses and value of compost, including its benefit in reducing greenhouse gases, and the metrics identified in AMC 4.16.060.

4.16.060 Reporting

Pursuant to RCW 43.19A.150, by December 31, 2024, and each December 31 of even-numbered years thereafter, the Public Works Director must report the following information to the Department of Ecology:

- (1) Total tons of organic material diverted from landfilling within the City each year;
- (2) The volume and cost of composted material purchased by the City each year; and
- (3) The sources of the finished compost product purchased.

4.16.070 Severability

If any section, subsection, sentence, clause, phrase or other portion of this ordinance or its application to any person is, for any reason, declared invalid, illegal, or unconstitutional in whole or in part by any court or agency of competent jurisdiction, that decision may not affect the validity of the remaining portions hereof.



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 11d

DATE: January 12, 2023

SUBJECT: Public Works and Administrative Tentative Union Agreements
January 1, 2023 through December 31, 2025

CONTACT PERSON: Pat Adams, Human Resources Manager

ATTACHMENTS: A – Teamsters Local 231 - Public Works Tentative Agreement
B – Teamsters Local 231 - Administrative Tentative Agreement

PURPOSE

The purpose of this agenda item is for the Council to authorize the Mayor to sign the collective bargaining agreements with the Teamsters Local 231, representing the Public Works and Administrative employees of the City of Stanwood.

BACKGROUND

City representatives and representatives of the Teamsters Local Union No. 231 had been meeting and conferring since October 2022 toward successor agreements to the parties' current contracts which expired on January 1, 2023. On December 8, 2022, the parties reached a three-year tentative agreement. On January 3, 2023, the Public Works and Administrative bargaining units voted the Tentative Agreement and both agreements passed. The Teamsters Local Union 231 represents fifteen (15) public works employees and eight (8) administrative employees.

Issues to note are as follows:

- **Term:** This is a three-year contract, which offers some financial predictability and stability to the City in an uncertain economic market. This three-year term contract should assist us in preparing and forecasting actual personnel costs and related impacts during upcoming budget planning sessions.
- **Compensatory Time:** The City has reduced the unfunded liability associated with maintaining and carrying over up to 100 hours of accumulated compensatory time (overtime) banks from year to year. Compensatory banks over fifty (50) hours will now be cashed out automatically by the City annually on December 1, with employee's encouraged to cash out their banks in its entirety at that time.

- **Telephone or Electronic Response Call-Back:** The City has reduced the overtime compensation for off-duty telephone calls received by employees related to their work by providing a flat rate of thirty minutes of overtime pay for telephone or electronic responses. Multiple calls received within the thirty-minute time frame, would be considered as one call.
- **Holidays:** The City has added the State's newly adopted holiday of Juneteenth to its observed holiday schedule and eliminated the two floating holidays from its holiday bank. As a result, ten (10) hours of leave has been transferred to the employees' vacation banks.
- **Uniforms (PW):** The City has reduced its uniform allowance by providing employees with uniform items, as needed, instead of on an annual basis regardless of the need for additional items. Further, boots and footwear allowances up to \$275.00 will be provided on a reimbursement basis instead of automatically issued to the employee in their January paychecks.
- **Wages:**

Salary and Benefits Study - Human Resources conducted a Citywide salary and benefits study prior to entering into negotiations. The main focus was to ensure that employees are recognized for the level and scope of their work performance and are paid on a fair and competitive basis, allowing the City to recruit and retain high-quality staff. Further, we want to ensure that internal relationships of salaries are based upon objective and measurable evaluation factors, resulting in equity across City classifications.

The results of the salary study are reflected in the attached salary tables and will be implemented effective January 1, 2023. The salary tables also include a five 5% cost of living increase.

2024 and 2025 Cost of Living Increases - The City will provide wage increases equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1% and a maximum of 5%. Due to the questionable economic outlook in 2024 and 2025, the City has established minimum and maximum increases to our salary tables, which will provide some predictability in a potentially unstable market.

- **Reclassifications.** Under the Administrative agreement, we have reclassified the Public Works Administrative Assistant to Public Works Office Specialist and aligned that position with the Accounting Specialist's pay grade. The reclassification is due to the evolution and complexity of the duties associated with this position. Under the Public Works contract, the Wastewater Treatment Plant Operator I was reclassified to Wastewater Treatment Plant Operator II and Wastewater Treatment Plant Operator II was reclassified to Wastewater Treatment

Plant Operator III. There were no pay changes, the classifications were simply amended for consistency with the positions' certification requirements.

- **Promotions** - The City changed the promotional language from an employee receiving the next highest dollar amount closest to their salary, which occasionally amounted to only a nominal increase to a flat 5% increase from the employee's current base wage at promotion.
- **Certification Pay.** In an effort to promote and encourage professional development, increased education and cross-training, the City has implemented certification pay for various professional certifications in the amount of \$50.00 per month for qualifying certifications.

CITY COUNCIL OPTIONS

- 1) The Council may accept the agreements and authorize the Mayor to execute the Public Works and Administrative Union Agreements.
- 2) The Council may not accept the agreements and refer the agreements back to staff with specific instructions.

PROPOSED MOTIONS

- 1) **MOTION TO AUTHORIZE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 231, REPRESENTING THE PUBLIC WORKS EMPLOYEES OF THE CITY OF STANWOOD.**
- 2) **MOTION TO AUTHORIZE MAYOR TO SIGN THE COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 231, REPRESENTING THE ADMINISTRATIVE EMPLOYEES OF THE CITY OF STANWOOD.**

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, 202~~30~~ - December 31, 202~~52~~

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AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, 2023 - December 31, 2025

THIS **AGREEMENT** is by and between the **CITY OF STANWOOD**, hereinafter referred to as the City, and the **TEAMSTERS LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The City recognizes the Union as the sole and exclusive bargaining representative for all Public Works Employees in the classifications listed in Appendix A, excluding temporary and exempt Employees.

1.1.1 A “regular full-time Employee” is an individual who works a normal forty-hour workweek and is hired for an indefinite period.

1.1.2 A “part-time Employee” is an Employee who works less than a forty-hour workweek and is hired for an indefinite period.

1.1.3 A “temporary Employee” generally is an individual who is hired either part-time or full-time for a specified, limited period.

1.1.4 An “exempt Employee” primarily includes those Employees that occupy bona fide supervisory, executive, administrative, confidential, and/or professional positions under State or Federal law.

1.2 Dues - For such Employees of the City that individually and voluntarily certify in writing that they authorize such deduction, the City shall deduct from each paycheck at month end the Union initiation fees and dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit initiated against the City which may arise by reason of deduction by the City of money for Union membership dues from Employee’s wages in accordance with Employee authorizations furnished to it by the Union. The Union shall refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. The Union will promptly notify the City if an Employee

AGREEMENT 2023 – 2025
CITY OF STANWOOD (PW)
PAGE 1

revokes consent of the deduction of the Union initiation fees and dues. Once notified, the City will stop deducting initiation fees and dues.

1.3 Union Notification - Within seven (7) days from the date of hire of a full time or part time Employee as defined in sub-sections 1.1.1 and 1.1.2 above, the City shall forward to the Union the name, address, phone number, position and salary of the new Employee. The City shall promptly notify the Union of all Employees leaving its employment.

1.4 -New Hire Orientation - The City will provide the Union thirty (30) minutes, during the Employees' regular working hours, for the purpose of presenting information about the bargaining unit and Union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment but shall in no instance be later than thirty (30) calendar days.

ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION

2.1 Union Activity Time Off - A Union Shop Steward and/or a member of the Negotiating Committee who is an Employee in the bargaining unit may be granted time-off without pay while conducting business vital to the Employees in the bargaining unit provided:

1. They notify the City at least twenty-four (24) hours prior to the time-off period;
2. The City is able to properly man the Employee's job duties during the time-off period;
3. The wage cost to the City for the pay period is not greater than the cost that would have been incurred had the Union member not taken time-off; and
4. Union members shall not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.

2.2 Discrimination - No Employee shall be discriminated against for upholding Union principles and or who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the Employee's duties.

2.2.1 The City and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State law governing employment discrimination.

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

2.3 Union Bulletin Boards - The City shall provide suitable space for Union bulletin boards at buildings staffed by bargaining unit members. Postings by the Union on such boards shall be confined to official business of the Union.

2.4 Personnel Policy Manual – The City maintains a Personnel Policy Manual which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Personnel Policy Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Policy Manual and this Agreement, this Agreement shall govern.

ARTICLE III - HOURS OF WORK, OVERTIME, STANDBY, AND CALLBACK

3.1 Work Schedules - The workweek shall consist of seven consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at midnight. The normal work schedule shall be set by the City as provided herein.

3.1.1 The normal work day schedule shall usually be eight (8) hours per day and five (5) consecutive days per week, with the exception of alternative work schedules and weekend work to perform required duties as assigned by the Department Head or designee. The City will provide a minimum of ten (10) days notice to require a change in the Employee's shift or starting time. If the 10 day notice is not given or mutually agreed upon then the Employee shall be paid in accordance with the provisions outlined in Article 3.5, Overtime. If the notice given is less than 10 days, but the Employee mutually agrees, the notice requirement is waived. Exceptions to the 10 day notice requirement would be in the case of an emergency situation. Examples of emergency situations may include storms, floods, severe inclement weather, or fires with an expected duration of eight (8) hours or more. Another exception where a ten (10) day notice would not be needed is if Employees requested, and the Department Head agreed to earlier shift starting times for an indefinite period.

3.1.2 An Employee or a group of Employees may request, or the City may assign an Alternative Work Schedule outside of the usual five (5) consecutive days per week, eight (8) hours per day. The Union agrees that if an Employee or group of Employees requests an Alternative Work Schedule, the needs of the City shall prevail, and the Department Head or designee may deny an Alternative Work Schedule based upon those needs. In any case, Alternative Work Schedules will be based on the needs of the City.

3.1.3 Alternative Work Schedules include, but are not limited to, 4/10's and 9/80's.

3.1.4 Alternative Work Schedules must not increase the City's compensation

costs.

3.1.5 Employees on Alternative Work Schedules shall receive holiday compensation for any holiday set forth in this agreement that falls on their normally scheduled day of work for the full amount of their normally scheduled hours. If a holiday were to fall on an Employee's scheduled flex-day or day off, under an Alternative Work Schedule, that Holiday will be made up in the same FLSA period as approved by the Department Head or designee.

3.1.6 During a significant weather event that forces the City to close administrative operations for a period of time and Employees are told not to report to work, they will be compensated for the day. However, if an Employee chooses not to report to work then accrued leave must be used or the time may be taken unpaid.

3.2 Telephonic or Electronic Response Call-Back - When an employee responds to telephone calls (including electronic communications such as text messages, emails) related to the employee's work-related duties outside of their regularly scheduled working hours, said employee shall be compensated for thirty (30) minutes at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each after-hours work-related telephone call, provided that multiple calls within the same half (1/2) hour are considered one call. If the employee is called into work, they shall receive the appropriate overtime "call-back" compensation and are not eligible for the telephone call-back pay. (e.g., When an employee receives a phone call the half (1/2) hour shall begin and end twenty-nine minutes and fifty-nine seconds from beginning of the first call). This article and section does not apply to employees on Standby.

~~No Employee is allowed to work outside of their work schedule without approval from their Department Head or designee. Those Employees who telephonically or electronically respond to specific work situations will be considered on Standby, and shall be compensated per Article 3, Section 3.4 Standby.~~

3.3 Breaks/Rest/Meal Periods - Employees shall receive one (1) fifteen (15) minute rest period on the City's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No Employee shall be required to work more than three (3) hours without a rest period. If the Employee leaves the job site, the fifteen (15) minute rest period shall include travel time to and from the job site.

3.3.1 Employees shall receive a meal period of thirty (30) minutes, or sixty (60) minutes based upon the Department Head or designee's approval, which shall be on the Employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift.

3.3.2 If due to the nature of a particular project or emergency an Employee is

asked to modify their break or lunch schedule and cannot leave the job site, the Employee may be granted a flexible schedule up to and including combining breaks or leaving early.

3.4 Standby - When Employees are required by the City to be on standby duty, on their off duty time, in order to respond to callbacks or callouts, they shall receive standby pay at a flat rate of thirty-~~fivetwo~~ dollars (\$~~352.00~~) per day, ~~(including telephonic responses)~~ Monday through Friday, and a flat rate of ~~fiftytwo-five~~ dollars (\$~~50.0045.00~~) per day ~~(including telephonic responses)~~, Saturday, Sunday, and Holidays. The intent of the City is to equally distribute standby duty amongst all Employees, provided they are qualified, as determined by the Department Head, and appropriately certified to perform the necessary duties. The Employee on standby must be fit for duty, which includes being at work for the afternoon of the standby day, and able to reach the assigned duty station within forty (40) minutes.

3.5 Overtime - Overtime will be paid in accordance with the Fair Labor Standards Act (all work performed in excess of forty (40) hours in one (1) week). Overtime shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate of pay. All unscheduled hours worked in continuation of the regularly scheduled workday shall be paid at the overtime rate.

3.5.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes. Overtime shall require prior authorization by the Department Head or designee. Forms authorizing overtime shall be attached to the Employee's timesheet each month.

3.5.2 In computing overtime, all contractual holiday and bereavement leave hours shall be considered as time worked. All vacation and comp hours shall be considered as time worked if approved prior to the overtime event.

3.5.3 Pre-Scheduled Special Events – An employee working a pre-approved and pre-scheduled special event (e.g., Touch-A-Truck, concert, etc.) outside of the employee's work schedule shall receive one and one-half (1-1/2) times their base wage rate.

3.6 Compensatory Time - In lieu of paid overtime, compensatory time-off may be accrued upon the request of the Employee and approval of the Department Head or designee. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time shall not exceed an accumulated balance of one hundred (100) hours ~~at the end of any payroll period.~~ On December 1 of every year, any balance over fifty (50) hours will be automatically cashed out on the first December paycheck. At the employee's discretion, the employee may cash out the compensatory time bank in its entirety at this time. Balances may be carried forward from year to year

~~as long as the maximum accumulation of one hundred (100) hours is not exceeded.~~ Upon the effective date of separation from employment, ~~Employees~~ ^e Employees shall be entitled to a sum of money at their current regular rate of pay for any comp time hours which have not been used ~~up to a maximum of one hundred (100) hours.~~

3.7 Callback/Callout - An Employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the Employee's regular shift starts less than two (2) hours from the time they started work on the callback, they shall receive one and one-half (1 -1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift.

3.7.1 Callback/Callout pay and the two hour guarantee shall not be paid for routine or emergency work done as a continuation of the work day, for planned work scheduled in advance with the Employee, to start a shift early, or for holiday work scheduled in advance with the Employee.

3.7.2 The Department Head or designee will determine the call back order based upon the best interests of the City. The City's intent is to callback individuals who are best suited, based upon their experience, knowledge, skills, and abilities, to address the situation at hand, while reasonably providing Callback opportunities for all Public Works Employees. Qualified individuals on standby duty will be called first. If for any reason individuals on standby duty are not available, or more help is needed, the City will then usually call Employees within the division the work most relates to, and then, throughout the rest of the department based upon the previously stated intent. In cases of emergency or immediate need where possible threats to public safety exist, the City reserves the right to suspend the callback order as the needs of the City shall prevail.

ARTICLE IV - WAGES

4.1 Wage Appendix - The classifications of Employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix 'A' which is attached hereto and made a part of this Agreement.

ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES

5.1 Trial Service Period - New Employees shall be subject to a six (6) month trial service period commencing with their date of hire. During this period such Employees shall be evaluated by the City and may be disciplined or terminated at the sole discretion of the City. Discharge or discipline of Employees during their trial service period shall not be subject to the grievance procedure. The City shall not discharge or discipline a trial service

Employee for protected Union activity. The City has the right to extend the trial service period up to an additional six (6) months. Any Employee who is promoted shall be subject to a four (4) month trial service period. During the four (4) month trial service period the City may elect to return the Employee to their previous position and salary. Any Employee who is promoted may elect to return to their previous position and salary at any time prior to the conclusion of the four (4) month trial service period. During the initial trial service period a newly hired Employee is not eligible to use vacation ~~or floating holidays~~ until after six (6) months of successful trial service period have occurred. This does not apply to the four (4) month trial service period for promotions.

5.2 Length of Service - The City appreciates and will strive to recognize quality performance and length of service. Both contribute greatly to the service that the City of Stanwood and its Employees are able to provide. Upon satisfactory completion of the trial service period the Employee's length of service with the City shall be considered from the date of hire. Length of service shall cease upon justifiable discharge, voluntary resignation, as well as layoff and approved leave of absence exceeding twelve (12) months.

5.3 Layoff - The City shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the City the reason for any layoffs involving bargaining unit positions. If a layoff or reduction in force becomes necessary, Employees will be laid off from the affected classification within their department in accordance with their seniority and the ability to perform the work available in that department without further training (excluding a reasonable orientation period). They may "bump" a junior Employee in the bargaining unit from another department in accordance with their seniority and the ability to perform the work available, at the entry level requirements for the position, in that department without further training (excluding a reasonable orientation period).

5.3.1 Trial service period Employees within the same bargaining unit will be ~~the first~~ laid off first even in the event that the position identified by the City is not the position currently held by such Employee. In that event, the Employee in the position identified by the City must meet all essential qualifications, as determined by the City, in order to fill the vacancy left by the layoff of the trial service Employee. That Employee will be paid at a rate as close to their salary as possible but within their new position's classification.

5.3.2 In the case of a layoff or reduction in force, the City shall provide an Employee with no less than (3) three weeks advance notification ~~prior.~~

5.4 Recall - In the case of recall, those Employees laid off last shall be recalled first, for the position they were laid off from or to a position the City determines has similar duties and responsibilities, assuming satisfactory past performance. In order to be considered for re-employment, an Employee on layoff must keep the City informed of the address and telephone number where they can be contacted. The City shall make every reasonable effort to contact the former Employee. The City has no obligation to recall an

Employee after they have been on continuous layoff for a period of one (1) year. Should an Employee not return to work when recalled the City shall have no further obligation to recall them.

5.5 - Job Vacancies - Permanent job vacancies within ~~the~~either bargaining unit (Administrative or Public Works) shall be filled based upon the concept of promotion or lateral movement from within; provided however, applicants shall have the minimum qualifications, abilities and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job. In filling permanent job vacancies, the City shall give consideration to several factors, including but not limited to, the Employee's length of continuous service with the City, their ability to perform the duties required of the job, and past performance. In applying this provision, it is the intent of the City to provide opportunities for promotion to Employees who are qualified for the position. It is also the City's intent to fill all positions with the most qualified candidate available.

5.5.1 Notices of permanent job vacancies within ~~the~~either bargaining unit (Administrative or Public Works) shall be dated and posted by the City on the Union bulletin board(s) for ten (10) calendar days. Employees who desire consideration for such openings shall notify the City in writing during the ten (10) calendar day posting period. In order to expedite the filling of a vacancy, an expedited sign-off sheet may be utilized. The required ten (10) calendar day posting period is waived if all affected Employees indicate on the sign-off sheet that they have seen the notice and do not wish to be considered for the vacancy. Employees are to determine their interest in a position vacancy and not delay the City's ability to post externally if no internal candidates have an interest, however, the City will not advertise the vacancy until after the ten (10) day posting period or the expedited posting, whichever occurs first.

ARTICLE VI - HOLIDAYS

6.1 Holidays - Employees shall receive ~~eleven twelve~~-(1~~2~~) paid holidays as set forth below. If any Employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight-time pay for such holiday.

New Year's Day	January 1 st
Martin Luther King, Jr. Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November

~~Native American Heritage Day~~ ~~Day after Thanksgiving Day~~ 4th Friday of
 November
 Christmas Day December 25th
~~2 Floating Holidays (see 6.1.3)~~

6.1.1 The previously referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 6.1. However, no change by the Legislature or the Governor of the State of Washington shall result in less than eleven ~~twelve~~ (11) paid holidays per year.

6.1.2 In those cases where the City and the Employee mutually agree to make a holiday a regularly scheduled workday, the Employee may receive another day off in place of the holiday.

~~**6.1.3** An Employee shall request their floating holiday on a leave form, provided by the City and must give at least twenty-four (24) hours advance notice. Granting of the floating holiday shall be based on departmental needs and requirements. In the event of conflicting requests for the same date the earliest submitted request, within twelve (12) calendar months, shall be the determining factor.~~

6.1.34 Unless an Employee is working under an Alternative Work Schedule as outlined in Article 3, in the event a recognized holiday falls on a Saturday it will be observed on Friday. In the event a recognized holiday falls on a Sunday it will be observed on Monday.

~~**6.1.5** New hires starting between June 1st through September 30th will receive one (1) floating holiday in the calendar year of hire. New hires starting after September 30th will not receive any floating holidays in the calendar year of hire.~~

ARTICLE VII - LEAVES

7.1 Vacation Leave - Each regular full-time Employee shall accrue vacation hours, as earned on a monthly basis and allocated to the Employee's accrual bank no later than the last day of the month, in accordance with their accumulated continuous service at the annual rate shown below:

1st - 4th year ~~96~~ 106 hours
 5th - 9th year ~~128~~ 138 hours
 10th - 14th years ~~160~~ 170 hours
 15th - 19th years ~~194~~ 184 hours

20th year and beyond~~210~~200 hours

7.1.1 Employees may request vacation leave in either half-day or full-day increments on forms submitted to the Department Head within an hour of their regular starting time or, if at work, at least an hour from the beginning of the vacation leave period. Employees may request vacation leave in two (2) hour increments if the requested leave is the first two (2) hours, or the last two (2) hours of their shift.

7.1.2 Employees may request vacation for continuous periods of nine (9) to twenty-four (24) hours of vacation leave on forms submitted to the Department Head no later than twenty-four (24) hours prior to the initial day of leave.

7.1.3 Vacation leave requests exceeding twenty-four (24) hours shall be applied for on vacation leave forms submitted to the Department Head. Vacation leave requests in excess of twenty-four (24) hours should whenever possible be submitted thirty (30) days prior to the initial day of leave. For vacation requests in excess of twenty-four (24) hours, the Department Head or designee will approve or deny the vacation requests submitted by Employees no later than forty-eight (48) hours after receipt of request, when possible.

7.1.4 In the event of conflicting requests for the same leave period, the earliest submitted request shall be the determining factor. The City may deny any vacation requests that conflict with the scheduling or work requirements of the City.

7.1.5 The total accumulation of vacation leave may not exceed two hundred forty (240) hours at the end of any pay period unless it is approved by the Department Head and the City Administrator in the event that an Employee is denied a request for vacation leave. Balances may be carried forward from year to year as long as the maximum accumulation of two hundred and forty (240) hours is not exceeded.

7.1.6 An Employee may elect to cash out vacation hours of one week (40 hours) a year with their June 8th, or December 8th, paycheck. In order to be eligible to cash out vacation an Employee must have a minimum of forty (40) hours in their vacation bank after the cash out, and two hundred (200) hours of sick leave in their sick leave bank. Part time Employees shall be eligible for vacation cash out on a pro rata basis. Vacation, and sick leave bank requirements shall be on the same pro rata basis.

7.1.7 An Employee shall not apply for or take vacation leave that will result in a negative leave balance. Negative vacation balances shall not be allowed at any time during the year.

7.1.8 Upon the effective date of separation from employment an Employee shall be entitled to a sum of money at their current regular rate of pay at the time of termination for any vacation hours which have not been used, up to a total maximum of two hundred forty (240) hours.

7.1.9 A new Employee must complete the initial six (6) month trial service period prior to being eligible to use vacation leave.

7.2 Worker's Compensation - In a case in which an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers Compensation Act or similar legislation of the State of Washington or any other government unit, the City shall pay only the difference between the benefits and payments received under such insurance or act by such Employee and their regular rate of compensation that they would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such Employee has accumulated sick and vacation time.

7.3 Jury Duty - An Employee who is required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. If Employees have sufficient time to work one-half (1/2) day or more, they shall report to work that day. Jury duty leave shall not be used to attend a personal court issue.

7.4 Leave of Absence - The City shall provide a personnel policy allowing for Employees to take an extended leave of absence without pay in accordance with the policy. The decision whether or not to grant a leave of absence is the City's alone. An Employee who takes an unauthorized leave of absence may be charged with job abandonment and subject to immediate termination or disciplinary action.

7.5 Sick Leave - Each Employee shall earn sick leave at the rate of one (1) hour for every forty (40) hours worked with a minimum accrual of eight (8) hours per month to a maximum accumulation of six hundred-forty (640) hours at any year end.

7.5.1 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of two hundred and forty (240) hours accrued in their sick leave bank, shall be cashed out twenty five percent (25%) of their bank, not to exceed forty (40) hours total, upon separation in good standing.

7.5.2 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of one hundred and sixty (160) hours accrued in their sick leave bank, shall be cashed out fifty percent (50%) of their bank, not to exceed

eighty (80) hours, upon retirement or death.

7.5.3 Allowable Uses of Sick Leave - Sick leave covers those situations in which an Employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
2. The need to care for a dependent child (a biological , adopted, foster child, stepchild or legal ward who is either under 18 years of age, or over 18 years and incapable of self-care due to a physical or mental disability) whose condition requires treatment or supervision;
3. The need to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious medical condition or an emergency condition;
4. Medical or dental appointments for the Employee or dependent child, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
5. Exposure to a contagious disease where on the job presence of the Employee would jeopardize the health of others;
6. Use of a prescription drug which impairs job performance or safety;
7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Administrator or designee.
8. Any other reason allowed by law.

7.5.4 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may request a leave without pay. Employees may be sent home and be required to use leave if a Department Head or designee determines that an Employee's performance is negatively affected by their health conditions. If the Employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

7.6 Bereavement Leave - An Employee may receive up to four (4) work days off with pay for bereavement as the result of the death of a member of the Employee's immediate/extended family subject to the approval of the Department Head. The definition of immediate/extended family is the employee's children, and/or step-children, and both of their spouse's/domestic partner's sister, brother, grandmother, grandfather, mother, father, uncle, aunt, cousin, mother-in-law, father-in-law, as well as any step or foster relations, including inhabitants of the employee's household. Longer periods taken for bereavement purposes may be charged to the Employee's sick or vacation leave with approval from the City Administrator.

7.7 Catastrophic Leave Donation Program - The City shall provide a personnel policy of catastrophic leave donation which includes eligibility for participation by bargaining unit members. The catastrophic leave donation program shall provide a method for Employees to assist other Employees who face an extended leave without pay due to their medical condition. The City's catastrophic leave donation program shall provide a method for Employees to voluntarily donate paid leave time to their coworkers. The City may, from time-to-time, modify the Personnel Policy, or procedures for catastrophic leave donation.

7.8 Employees should make every effort to schedule appointments covered by sick leave at the beginning or ending of the workday so as to minimize disruption to workflows. Employees may take sick leave in no less than fifteen (15) minute increments.

ARTICLE VIII - HEALTH AND WELFARE

8.1 Effective January 1, 202~~30~~, and for the term of this agreement, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents equal to one hundred percent (100%) of the premium cost for Teamsters Dental Plan A, vision under Washington Vision Services Plus Plan, and life insurance under AWC Standard Life Insurance Plan (\$10,000 Basic).

Effective January 1, 202~~30~~, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents of one thousand five hundred sixty seven dollars and sixty cents (\$1,567.60) ~~four hundred forty-eight dollars (\$1448.00)~~ for the premium cost of Washington Teamsters Medical Plan A.

Effective January 1, 202~~44~~, if the premium cost for Medical Plan A increases by up to six percent (6%) ~~four and one-half percent (4.5%)~~ over the actual 202~~30~~ premium cost, the City will pay up to the six percent (6%) ~~four and one-half percent (4.5%)~~ increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

Effective January 1, 202~~52~~, if the premium cost for Medical Plan A increases by up to six percent (6%) ~~four and one-half percent (4.5%)~~ ~~ov~~ over the actual 202~~44~~ premium cost, the City will pay up to the six percent (6%) ~~four and one-half percent (4.5%)~~ increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

In compliance with the Washington Teamsters Welfare Trust Operating Guidelines, the City shall be required to make contributions to the Washington Teamsters Welfare Trust for each bargaining unit member compensated a minimum of eighty (80) hours per month. Hours of accrued compensation paid in a lump sum upon termination will not be counted toward the eighty (80) hours per month. In addition, temporary and/or seasonal Employees employed by the City who perform work in the classifications or categories

covered by the Collective Bargaining Agreement between the City and the Union who work less than one thousand-forty (1040) hours in a calendar year shall not be eligible for health care premium contributions. However, should a temporary and/or seasonal Employee continue employment in excess of one thousand-forty (1040) hours in the same calendar year, the Employee shall qualify for benefits as outlined in Article VIII of the Collective Bargaining Agreement. Contributions are due upon the first month and each month thereafter in which the temporary/seasonal Employee completes eighty (80) hours following completion of one thousand-forty (1040) hours within a calendar year provided the Employee continues employment for the entire month. If an Employee changes status from temporary/seasonal to regularly scheduled during the year contributions are due upon the first month in which the Employee completes eighty (80) hours following their change in employment status.

Whenever a new Employee or current Employee enters into a position covered by Washington Teamsters Welfare Trust plans, and where the Employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust plans due to the Trust's lag month eligibility rules, the employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust) to make a double premium contribution to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an Employee's eligibility period when enrolling in benefit plan coverage provide under the Washington Teamster Welfare Trust.

ARTICLE IX - MISCELLANEOUS

9.1 State Retirement Program – The City and the Employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

9.21.2 Western Conference of Teamsters Pension Trust - For the term of this contract,
eEffective January 1, 2023~~0~~, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be ~~sixty-eight~~**fifty-eight** cents (\$~~.65~~**.68**) per compensable hour.

~~Effective January 1, 2021, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour~~

~~for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be sixty three cents (\$.63) per compensable hour.~~

~~Effective January 1, 2022, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be sixty eight cents (\$.68) per compensable hour.~~

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

9.3.2 Safety - The City shall furnish and maintain appropriate rain gear, rain boots, hip boots, safety goggles, hard hats, and work gloves as necessary to all Employees covered by this Agreement. Such equipment shall remain the property of the City. An Employee not wearing such safety equipment when required may be subject to disciplinary action by the Department Head or designee.

9.32.1 Communicating Employee's safety standards, Employee accident reviews and such other Employee safety matters which promote the reduction and/or prevention of Employee injuries, illness or on-the-job hazards shall be the duty of a safety and health committee as established in accordance with State rules and regulations.

9.32.2 The City shall comply with all WISHA standards and any other normal safety standards that apply to the work of the bargaining unit.

9.43 Uniforms ~~— The City will furnish and launder, for each member of the bargaining unit eleven (11) pairs of uniform pants, and eleven (11) shirts. Uniforms shall be in the styles and colors as approved by management following consultation with the Uniform Committee. The Uniform Committee shall be comprised of three (3) bargaining unit members, selected by the Union, and two (2) members of management.~~

~~The City will furnish, for each member of the bargaining unit, one (1) ANSI/ISEA class 3 safety vest, one (1) jacket as needed, and one (1) set of raingear as needed, as determined by the Public Works Director. Bargaining unit members are to report to work in clean, un-stained and un-damaged uniforms. Each year, the City will furnish up to the following uniform items with the City of Stanwood logo to each member of the bargaining unit:~~

- 10 – Short Sleeve T-Shirts
- 5 – Sweatshirts
- 2 – Caps
- 2 – Beanies

Work pants shall be purchased by the bargaining unit member and must be work pants conducive to fieldwork. To offset the cost of the work pants, the City will pay each member of the bargaining unit two hundred-fifty dollars (\$250.00) on the first pay period of each year.

The City will furnish for each member of the bargaining unit, one (1) ANSI/ISEA Class 3 safety vest, one (1) jacket as needed, and one (1) set of rain gear as needed, as determined by the Public Works Director.

Uniforms shall be in styles and colors approved by management following consultation with the Uniform Committee. The Uniform Committee shall be comprised of three (3) bargaining unit members and two (2) members of management.

9.43.1 Employees shall wear uniform clothing or devices supplied by the City only during scheduled working hours and to and from work.

9.54 Fit for Duty – Employees shall comply with Appendix B of this agreement regarding Drug and Alcohol Testing and Procedures. If the Department Head or designee has reason to believe an Employee is not fit for duty or that the Employee may be impaired, the Department Head or designee may send that Employee for a fitness for duty evaluation. The City may designate the health care provider or site of the evaluation. Such an evaluation shall be at the City's expense.

9.54.1 When an Employee has been absent from work due to impairment, injury or illness, caused on or off the job, the Department Head may require that the Employee provide a written release, from their medical provider, to full unrestricted work status before the Employee is allowed to return to work without limitations. Should the treating health care provider determine that the Employee has temporary limitations which may prohibit an unrestricted return to full duty; the City may elect to return the Employee to any temporary limited duties which the Department Head determines the Employee can safely perform. The City may determine that the Employee's limitations do not permit a return to work, even if the Employee desires to return to work prior to full recovery. Should the treating health care provider determine that the Employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duty; the City shall consider reasonable accommodations to the Employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

9.65 Boots/Footwear- The Employee shall be ~~reimbursed paid up to~~ two hundred ~~seventy-two~~ five dollars (\$~~272~~5.00) ~~annually on the first full pay period in January of each year~~ for the purchase of ~~steel-safety~~-toed ~~safety~~ boots and other footwear items.

9.76 Classes - Each member of the bargaining unit shall be provided the opportunity, as required by the City, to attend a first-aid class, defensive driving class including any training related to obtaining a Commercial Driver's License, and flagger's school all of which shall be taken on the City's time.

~~————~~ **9.76.1 Commercial Driver's License** – Employees who are required, as a condition of their employment, to obtain and maintain a valid CDL will be provided internal, on-the-job training and required hours. The city will cover the cost of the first CDL test.

9.87 The City will pay for Employee certification fees, license renewal, training, and continued education as required by the City.

9.87.1 Commercial Driver's License Physical - The City will reimburse Employees who are required to have a Commercial Driver's License as a condition of employment up to two-hundred dollars (\$200.00) towards the cost of the "Department of Transportation Medical Examination" (Commercial Driver's License physical) administered by a Department of Transportation Certified Physician. The reimbursement request must include a copy of the invoice showing the Employee paid the invoice and clearly stating the physical was needed to receive the Employee's Medical Examiner Certificate. The Employee must provide the City with a copy of the Medical Examiner Certificate showing that he/she is physically qualified to drive a commercial motor vehicle.

9.8.2 Where the employer requires employees to obtain a Class A Commercial Driver's License as an essential duty of their job, the employer shall pay for all initial training and certification fees. The employer shall reimburse the employee for all renewal fees when the employer requires the employee to maintain a Class A Commercial Driver's License.

Designated employees must maintain their CDL qualification and be subject to all Department of Transportation (DOT) regulations unless exempted from CDL qualification by the employer in writing.

In the event the employee ends employment with the City of Stanwood Public Works during the two (2) years after receiving a CDL, the employee agrees to repay 100% of the costs incurred by the City on a prorated basis. For each full month after completion of the training, the amount owed the City will be reduced by 1/24.

The City is authorized and shall have the right to deduct and withhold part or all of

such reimbursements from an employee's salary, vacation banks, or other amounts due the employee and may seek recovery of such reimbursements by any other legal means. Any outstanding monies owed the City must be paid in full within sixty (60) days after the last day of employment.

9.98 Communication Equipment - Communication equipment shall be available on job sites outside the corporate City limits. All provisions for Employee safety shall be in accordance with both State and Federal safety rules.

9.109 Showers - Showers shall be provided for those Employees working with sewers or with toxic materials.

9.110 Strikes - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any Employee strike, work stoppage, slowdown, sick-in, or any other concerted refusal to work by Employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the City during the life of this Agreement.

9.124 Lockouts - The City shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its Employees during the life of this Agreement.

9.132 Part-time and Temporary Employees - The City may only utilize part-time and/or temporary Employees to supplement the regular full-time work force and shall not utilize part-time and/or temporary Employees to replace regular full-time Employees. However, if the City determines that an existing full-time position needs to be ~~reduced~~~~cut back~~ to part-time and the affected Employee instead of accepting the part-time position resigns, retires or otherwise refuses the part-time position, the City may then hire a part-time Employee.

9.132.1 A part-time Employee scheduled to work one thousand and forty (1,040) hours or more shall receive medical, dental and vision insurance benefits as outlined in Article 8, of this agreement. All part-time Employees shall earn pro rata vacation and sick leave accruals. Such proration shall be based upon the annual scheduled hours for the position in relation to 2,080 hours. Regular part-time Employees shall receive pro rata holiday compensation for any holiday set forth in this agreement. During a holiday week, part-time Employees and their department heads will work together to create a mutually agreed upon schedule utilizing the Employee's pro rata scheduled hours minus the holiday hours. Temporary Employees shall not be eligible for holiday pay, vacation or sick leave accrual, and fringe benefits unless otherwise required by State or Federal law.

9.143 Labor Management Meetings - A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Public Works

Employees, and Management representing the City of Stanwood. The Union Business Agent and a bargaining unit member shall be members of the LMC. The Labor Management Committee shall meet on a quarterly basis in March, June, September, and December of each year, unless the parties agree that a meeting is not necessary for that quarter. The purpose of these meetings is for the parties to this agreement to meet and discuss issues, and concerns in an informal setting. The party proposing to meet shall be responsible to schedule and conduct the meeting.

ARTICLE X – MANAGEMENT RIGHTS

10.1 State Law - The City has and shall retain any and all rights concerned with the management and operation of the department while recognizing its duty to bargain mandatory subjects of bargaining per RCW 41.56.

10.2 Management Rights - The City has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the City. It is the general policy of the City to continue to utilize its Employees to perform work they are qualified to perform. The City reserves the right to contract out and/or eliminate any work or function performed by Employees in this bargaining unit it deems necessary in the interests of efficiency, economy, and improved work product or emergency.

10.2.1 Except as abridged or modified by this agreement management retains all rights granted by law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline Employees, select and determine the number of Employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance; to determine policies, procedures and standards for selection, training and promotion of Employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its mission in emergencies; to exercise control and discretion over its organization and the technology for performing its work and services to maintain the economy desirable for the performance of City services. Nothing in this agreement shall be interpreted to detract or circumscribe the trust placed in the City government, and the rights and obligations owed to the electorate.

ARTICLE XI - DISCIPLINE

11.1 Definition - City may discharge or suspend an Employee for just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. Demotion may also be defined as discipline; however, not all Employee demotions are necessarily for disciplinary purposes. Employees or the Union can grieve disciplinary actions through the grievance procedure outlined in this agreement; however, only suspension, demotion, or termination can be taken to arbitration.

11.2 Process - The City supports the concept of progressive discipline. Usually, disciplinary action shall be corrective in nature; however, the decision to discipline and to what extent will be made on a case by case basis and is solely that of the City's. For example, the City may take immediate disciplinary action (up to termination) for, but not limited to, the following examples: (1) theft, (2) moral turpitude (conviction of a criminal offense), (3) misuse of public funds, (4) falsifying reports or records, (5) gross incompetence or gross negligence, (6) dishonesty on the job, (7) gross insubordination, (8) drug abuse, (9) drinking or drunkenness while on duty, (10) sexual harassment.

11.2.1 For purposes of progressive discipline the City shall give one (1) copy of the written reprimand to the Employee and one (1) copy to the Union. The complaint specified in a prior written reprimand need not concern the same type of misconduct as the cause for discharge or suspension. A written reprimand must be issued within twelve (12) working days after discovery of the violation; exclusive of Saturdays, Sundays and holidays.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 Grievance Steps - A "grievance" is a difference that arises between the City and an Employee, or between the City and the Union, as to the interpretation or application of the provisions of this agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise; an earnest effort shall be made to settle the difference as soon as practical between the aggrieved Employee, or the Union, and the City, at the lowest step in the following grievance procedure.

12.1.1 Step One – Immediate Supervisor Conversation: A grievance shall be first discussed by the Employee and the immediate supervisor, with or without their

Union steward present as desired by the Employee, within ten (10) business days of the incident, or of the Employee knowing of the incident. The immediate supervisor shall give an answer to the Employee within ten (10) business days of the discussion.

12.1.2 Step Two – Department Head Formal Grievance Filing: If the grievance is not settled in Step One and the Union wishes to file a formal grievance, it shall be provided in writing to the Department Head within ten (10) business days after the Step One immediate supervisor's answer. The written grievance shall contain, (1) facts upon which the grievance is based, (2) a reference to the section or sections of the Agreement that are alleged to have been violated, and (3) the remedy sought. Department Head shall answer in writing within ten (10) business days after receipt of the written grievance.

12.1.3 Step Three – City Administrator: If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three, it shall be referred in writing to the City Administrator within ten (10) business days after the Department Head's answer in Step Two has been received. The City Administrator shall answer in writing within fifteen (15) business days after receipt of the grievance. Any grievance regarding discipline shall be initiated at Step Three – City Administrator.

12.1.4 Step Four- Arbitration: If the grievance remains unresolved and the Union wishes to pursue it, the grievance may first be submitted to mediation by written agreement of the parties, or will be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this Agreement and must be in writing and presented to the other party within fifteen (15) business days of receipt of the written answer referred to in Step Three.

12.2 Arbitration - In the event the grievance is referred to arbitration, the parties will attempt to designate an arbiter. In the event an arbiter is not agreed upon within fifteen (15) working days, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbitrators from within the states of Washington, Idaho, or Oregon. The arbiter will be chosen from the list by alternate striking of arbiter names. When each party has stricken four (4) names, the remaining name will be the appointed arbiter. The order of striking names from the list will be determined by the flip of a coin.

12.2.1 The arbiter, once appointed will inform the parties of the procedure to be followed.

12.2.2 The arbiter shall hear and accept pertinent evidence by both parties. No new evidence submitted after Step Four of the grievance procedure shall be introduced to the arbiter without mutual agreement from both parties. The arbiter

shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.

12.2.3 The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration. The decision shall be final and binding on both parties.

12.2.4 The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

12.2.5 Each party of the proceedings may call witnesses, in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

12.2.6 Each party shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees.

12.2.7 The arbiter shall specify in the award that the City or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.

12.2.8 The standard of review shall be if the City's decision was arbitrary and capricious.

12.3 Disciplinary Action - No grievance for disciplinary action, other than suspension, demotion, or termination, can be taken to arbitration.

12.4 All grievances, and replies, shall be submitted within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The receipt date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. Time limits may be extended by mutual waiver by both the Union and the City. Failure by the Union or Employee to submit the grievance in accordance with these time limits without such waiver will constitute an abandonment of the grievance. Upon failure by the City to submit a reply within the specified time limits, the Employee or the Union may advance the grievance to the next step.

ARTICLE XIII - SEPARABILITY-AND SAVINGS

13.1 Should any clause of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 The agreement expressed herein in writing constitutes the entire bargaining agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that each has held the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of those rights is set forth in this Agreement.

A

ARTICLE XV - DURATION

15.1 This Agreement shall become effective January 1, 202~~30~~ and shall remain in full force and effect through December 31, 202~~52~~. All salaries as outlined in Article 4, as well as standby pay and overtime, as outlined in Article 3, shall be paid retroactively as of January 1, 202~~30~~. The Employer and the Union agree to open this contract for negotiations one hundred eighty (180) days prior to December 31, 202~~52~~.

15.2 This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached.

~~TEAMSTERS LOCAL UNION NO. 231~~eamsters Local Union No. 231
~~CITY OF STANWOOD, WASHINGTON~~City of Stanwood

Rich Ewing, Secretary-Treasurer
~~Kelley~~, Mayor

Sid RobertsLeonard

Date _____

_____Date

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF STANWOOD, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Public Works Employees)

January 1, 202~~30~~ - December 31, 202~~52~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF STANWOOD, WASHINGTON, hereinafter referred to as the City, and TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 202~~30~~, the monthly rates of pay for each classification covered by this Agreement shall be increased based upon the results of the recently completed citywide salary study and by five percent (5%) as follows:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>PW Technician I</u>	<u>\$4,555</u>	<u>\$4,794</u>	<u>\$5,046</u>	<u>\$5,312</u>	<u>\$5,592</u>	<u>\$5,886</u>
<u>PW Technician II</u>	<u>\$5,138</u>	<u>\$5,408</u>	<u>\$5,692</u>	<u>\$5,992</u>	<u>\$6,307</u>	<u>\$6,639</u>
<u>Water Plant Operator I</u>	<u>\$5,209</u>	<u>\$5,484</u>	<u>\$5,772</u>	<u>\$6,076</u>	<u>\$6,396</u>	<u>\$6,733</u>
<u>WW Treatment Plant Operator II</u>	<u>\$5,471</u>	<u>\$5,758</u>	<u>\$6,062</u>	<u>\$6,381</u>	<u>\$6,716</u>	<u>\$7,070</u>
<u>Water Plant Operator II</u>	<u>\$5,561</u>	<u>\$5,853</u>	<u>\$6,161</u>	<u>\$6,486</u>	<u>\$6,827</u>	<u>\$7,186</u>
<u>Engineering Technician</u>	<u>\$5,586</u>	<u>\$5,880</u>	<u>\$6,189</u>	<u>\$6,515</u>	<u>\$6,857</u>	<u>\$7,218</u>
<u>WW Treatment Plant Operator III</u>	<u>\$5,853</u>	<u>\$6,161</u>	<u>\$6,486</u>	<u>\$6,827</u>	<u>\$7,186</u>	<u>\$7,564</u>
<u>PW Lead Person (Water/Parks/Streets)</u>	<u>\$6,204</u>	<u>\$6,531</u>	<u>\$6,874</u>	<u>\$7,236</u>	<u>\$7,617</u>	<u>\$8,018</u>
<u>WW Treatment Plant Operator Lead</u>	<u>\$6,452</u>	<u>\$6,791</u>	<u>\$7,148</u>	<u>\$7,525</u>	<u>\$7,921</u>	<u>\$8,338</u>

~~the classifications of work and the monthly rates of pay for each classification covered by this Agreement shall be as follows:~~

A.1.2 Effective January 1, 2024, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%.

A.1.3 Effective January 1, 2025, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers

(CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%.

A.2 ¹

(https://data.bls.gov/timeseries/GWURN400SA0&output_view=pct_12mths)

The parties agree effective January 1, 2024 to create a Water Department Lead classification and to compensate the position in the range of WWTPO Lead. Should the Public Works Lead/Water position be occupied, then that employee will be moved into the position.

~~2020 WAGES (INCREASE OF 3.75%)~~ ~~Effective January 1, 2020~~

PW Technician-I	-	-	\$3,914	\$4,120	\$4,335	\$4,564	\$4,805	\$5,058
-	-	-	-	-	-	-	-	-
PW Technician-II	-	-	\$4,157	\$4,374	\$4,605	\$4,848	\$5,102	\$5,372
-	-	-	-	-	-	-	-	-
PW Lead Person	-	-	\$5,119	\$5,389	\$5,672	\$5,971	\$6,284	\$6,615
-	-	-	-	-	-	-	-	-
Water Plant Operator-I	-	-	\$4,213	\$4,436	\$4,670	\$4,915	\$5,174	\$5,447
-	-	-	-	-	-	-	-	-
Water Plant Operator-II	-	-	\$4,480	\$4,714	\$4,963	\$5,224	\$5,499	\$5,788
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator-I	-	-	\$4,467	\$4,704	\$4,951	\$5,210	\$5,486	\$5,774
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator-II	-	-	\$4,795	\$5,047	\$5,313	\$5,593	\$5,886	\$6,197
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator Lead	-	-	\$5,324	\$5,605	\$5,898	\$6,208	\$6,536	\$6,880

~~2021 WAGES (INCREASE OF 3.25%)~~ ~~Effective January 1, 2021~~

PW Technician-I	-	-	\$4,041	\$4,254	\$4,476	\$4,712	\$4,961	\$5,222
-	-	-	-	-	-	-	-	-
PW Technician-II	-	-	\$4,292	\$4,516	\$4,755	\$5,006	\$5,268	\$5,547
-	-	-	-	-	-	-	-	-

PW Lead Person	-	-	\$5,285	\$5,564	\$5,856	\$6,165	\$6,488	\$6,830
-	-	-	-	-	-	-	-	-
Water Plant Operator I	-	-	\$4,350	\$4,580	\$4,822	\$5,075	\$5,342	\$5,624
-	-	-	-	-	-	-	-	-
Water Plant Operator II	-	-	\$4,626	\$4,867	\$5,124	\$5,394	\$5,678	\$5,976
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator I	-	-	\$4,612	\$4,857	\$5,112	\$5,379	\$5,664	\$5,962
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator II	-	-	\$4,951	\$5,211	\$5,486	\$5,775	\$6,077	\$6,398
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator Lead	-	-	\$5,497	\$5,787	\$6,090	\$6,410	\$6,748	\$7,104

~~**2022 WAGES (INCREASE OF 3.25%)**~~
~~**Effective January 1, 2022**~~

PW Technician I	-	-	\$4,172	\$4,392	\$4,621	\$4,865	\$5,122	\$5,392
-	-	-	-	-	-	-	-	-
PW Technician II	-	-	\$4,431	\$4,663	\$4,910	\$5,169	\$5,439	\$5,727
-	-	-	-	-	-	-	-	-
PW Lead Person	-	-	\$5,457	\$5,745	\$6,046	\$6,365	\$6,699	\$7,052
-	-	-	-	-	-	-	-	-
Water Plant Operator I	-	-	\$4,491	\$4,729	\$4,979	\$5,240	\$5,516	\$5,807
-	-	-	-	-	-	-	-	-
Water Plant Operator II	-	-	\$4,776	\$5,025	\$5,291	\$5,569	\$5,863	\$6,170
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator I	-	-	\$4,762	\$5,015	\$5,278	\$5,554	\$5,848	\$6,156
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator II	-	-	\$5,112	\$5,380	\$5,664	\$5,963	\$6,275	\$6,606
-	-	-	-	-	-	-	-	-
WW Treatment Plant Operator Lead	-	-	\$5,676	\$5,975	\$6,288	\$6,618	\$6,967	\$7,335

It is understood that the City has created a pay schedule for movement through the classifications outlined in the wage matrix above.

~~**A.3342** All current Employees who started before April 14, 2009 will receive a step increase on January 1 of every year of this contract, per the provisions outlined in this Appendix to Article 4. Employees who start after April 14, 2009 will receive a step increase on their anniversary date per the provisions outlined in this Appendix to Article 4.~~

~~Employees hired after April 14, 2009 shall be placed on the adjusted wage matrix closest~~

~~to their current rate of pay, however, in no case shall an Employee suffer a reduction in pay as a result of their placement into the adjusted matrix. Effective with the Employee's anniversary date the Employee shall receive their step increase.~~

At the beginning of every calendar year the City will provide the new rates to Employees per the language in this section.

A.4543 An Employee who reaches the final step of their classification will not receive a step increase, per section A.234, but will receive a ~~cost of living~~cost-of-living adjustment per section ~~A.1.2 and A.1.3A.1 2.~~

A.5654 For the purposes of payroll administration all full-time regular Employees will earn a monthly salary and all part-time Employees will receive a monthly salary equivalent to the monthly salary assigned to their step divided by their full-time equivalent percentage.

A.6765 An Employee who is promoted shall be assigned to a higher classification, in a step that is closest to their current salary, ~~which provides for an increase higher than that currently being received with a minimum increase of five percent (5%) of the employee's base wage, or higher, as long as a decrease in pay does not occur.~~ Promotions shall not change the date an Employee receives a step increase per section A.234.

An Employee who is demoted shall be assigned to a lower classification in a step that is closest to their current salary as long as it is not outside the range of the lower classification. —Demotions shall not change the date an Employee receives a step increase per section A.234.

A.7876 The implementation of the salary matrix upon both parties signing the attached agreement cannot reduce the current salary rate of any Employee within the bargaining unit.

A.8987 If an Employee is temporarily re-classified by their Department Head, and approved by the City Administrator, to work at a higher classification for a period of more than ~~seven (7) thirty (30)~~ consecutive ~~business d~~days, that Employee shall receive the wage rate within the assigned higher classification closest to their own wage rate, but no less than an increase of ~~five percent (5%) of the employee's base wage, seventy-five cents (\$0.75) per hour.~~ In the event an Employee is temporarily assigned to a position paying a lesser wage than the rate for the Employee's regular position, no reduction in the Employee's wage shall be made.

A.9109 Employees shall receive fifty dollars (\$50.00) per month for maintaining each qualifying certification. The following certifications are eligible for certification pay. These certifications are stackable but only one per bullet point.

- Engineer in Training, Professional Engineer
 - Pesticide
 - Water Distribution Manager I, II
 - Backflow Assembly Tester
 - Cross Connection Control Manager
 - Wastewater Treatment Plant Operator I, II, III
 - Water Treatment Plant Operator I, II
 - Wastewater Collection Specialist I, II
 - Certified Playground Safety Inspector (CPSI)
 - International Municipal Signals (IMSA)
-

Appendix B

Drug and Alcohol Testing Policies and Procedures

Introduction: The City of Stanwood has adopted a substance abuse policy as part of the Personnel Policies that establishes that any employee may be required to submit to alcohol or controlled substance testing for reasons described in this policy. The City reserves the right to designate certain positions as “safety sensitive,” which may require pre-employment drug screening and random drug testing. Additionally, drug and alcohol testing policies and procedures are required by the U.S. Department of Transportation for employees who are required to have a Commercial Driver’s License (CDL) to perform their job.

This document has three parts: 1) policies that apply to employees who are not required to have a CDL (non-CDL employees); 2) policies that apply to employees who are required to have a CDL; and 3) procedures applicable to all employees.

PART I: POLICIES THAT APPLY TO ALL EMPLOYEES WHO ARE NOT REQUIRED TO HAVE A CDL (NON-CDL EMPLOYEES)

Policy

The City of Stanwood is committed to protecting the health, safety and well-being of its employees and all individuals who come into contact with our employees and workplace. In addition, we strive to create and maintain a productive and efficient work environment in which all employees have an opportunity to thrive and be successful. Recognizing that drug and alcohol use and abuse can pose a serious threat to these goals, the City of Stanwood is committed to providing a drug and alcohol-free workplace for all of its employees.

Definitions

Drugs - For purposes of Part I of this policy, “drugs” refers to any illegal substance or controlled substance as defined by the federal Controlled Substances Act, taken without a valid prescription, including but not limited to: marijuana (THC), cocaine, opiates, synthetic opiates, phencyclidine (PCP), and amphetamines.

Alcohol – “Alcohol” means ethyl alcohol, the intoxicating agent in alcoholic beverages, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee’s

appearance, behavior, speech, breath odor, or other factors that indicate the employee may be under the influence of alcohol or drugs.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

Drug and Alcohol Testing

Tests - The City of Stanwood may test any employee or applicant for drugs or alcohol as set forth in this policy. This includes urine drug testing and evidential breath alcohol testing. Alcohol and drug testing required by this policy is a mandatory condition of employment. Refusing to submit to such tests constitutes a violation of City policy and will result in termination of employment (or, for an applicant, withdrawal of the conditional job offer.)

Reasonable Suspicion – Whenever a City of Stanwood Human Resource representative, or a supervisor has reasonable suspicion (described and documented using a Reasonable Suspicion Testing and Documentation Form) suggesting that the employee is under the influence of alcohol or drugs, the employee shall submit to a reasonable suspicion drug and/or alcohol test. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete a Documentation Form and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur within that time frame.

Post-Accident – An employee who is involved in an accident while driving a vehicle for City business will be required to submit to a drug and alcohol test if the accident: (a) results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; and (b) the employee caused or contributed to the accident and there is reasonable possibility that drugs or alcohol could have contributed to the accident.

After an accident, employees are responsible for contacting their immediate supervisor or other management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Return to Duty – Employees who have violated this policy but are allowed to return to work must test negative prior to being released for duty. A return-to-duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow Up – An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed twenty-four (24) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

PROHIBITED CONDUCT

The City of Stanwood strictly prohibits the following:

- Reporting to work or remaining on duty under the influence of alcohol or drugs.
- Testing positive for alcohol or drugs. An alcohol concentration of 0.02 or higher is considered a positive test.
- The use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or drugs and their paraphernalia in any amount or any manner on City premises, in City vehicles, or while on duty at any time.
- Operating a City vehicle within four (4) hours after consuming any amount of alcohol. An on-call employee who consumes any amount of alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.
- The unauthorized use or distribution of prescription drugs on City premises, in City vehicles, or while on duty at any time.
- The use of any legally obtained drug (prescription or over-the-counter) when such use adversely affects an employee's job performance, their safety or the safety of others, or any combination thereof.
- Violations of this policy.

Employees who are taking medically prescribed or over-the-counter drugs should notify their supervisor if the medication may cause a direct threat by impairing job performance of safety-sensitive functions. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana under all circumstances, including where the employee has a medical prescription or a medical marijuana green card.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

REFUSAL TO SUBMIT

An employee may not refuse to submit to a post-accident, reasonable suspicion, or follow-up alcohol or drug test as directed by this policy. A refusal is treated as though the test, if taken, was positive.

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT

Employees are subject to disciplinary action up to and including termination (and as specified in the Personnel Policies) for violating this policy. All employees, regardless of disciplinary action, will be advised of resources available for assistance with drug or alcohol misuse.

Employees who violate this policy but whose employment is not terminated will not be permitted to return to work unless the employee:

1. has been evaluated by a SAP; and
2. if recommended by a SAP, has properly followed any rehabilitation prescribed; and
3. has had a post-treatment evaluation by the original SAP and is released to return to work; and,
4. has a verified negative return-to-duty test. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

An employee who successfully returns to work will be subject to follow-up random testing as recommended by the SAP with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

PART II: POLICIES THAT APPLY TO EMPLOYEES WITH COMMERCIAL DRIVER'S LICENSES

Purpose

The purpose of this part of this policy is to establish compliance with the Federal Motor Carriers Safety Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety sensitive positions, including those who are required to hold certain Commercial Driver's Licenses. These regulations may be found in 49 CFR Part 40 and Part 382 of the U.S. Code. This policy sets forth the City of

Stanwood alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

Application

Part II applies to all employees of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of their job.

Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Stanwood. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants as outlined in this part of this policy.

Definitions

Commercial Vehicle - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials.

Driver - All employees whose positions may involve driving a commercial vehicle and which require the possession of a Commercial Driver's License.

Drugs - For the purposes of this policy, in accordance with the applicable federal regulations for Commercial Driver's License holders, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines. Nothing in this policy shall preclude the City from requesting testing for additional illegal or controlled substances taken without a valid prescription, including but not limited to synthetic opiates.

Follow Up-An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Pre-Employment – After receiving a conditional offer of employment, applicants whose position requires a CDL are required to submit to, and successfully pass, a drug test.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document

(using a Reasonable Suspicion Testing and Documentation Form) regarding an employee's current appearance, behavior, speech and breath odor or other factors that suggests the employee is under the influence of alcohol or drugs.

Return to Duty-Employees who have violated this policy and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Safety Sensitive Position - For purposes of this part (Part II) of this policy, these are positions that require a Commercial Driver's License.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Prohibited Conduct.

The following conduct regarding alcohol and drug use or abuse is prohibited:

A. Alcohol

- An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.02 or greater.
- An employee may not possess or use alcohol while on duty or while operating a City vehicle.
- An employee may not operate a commercial vehicle within four (4) hours after consuming alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

B. Drugs

Reporting for duty or remaining on duty when the employee has used a drug or drugs is strictly prohibited, as defined with these adopted policies.

C. Use of Prescription Medication

Except for medical marijuana, use of prescription medication or over-the-counter medication pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle is not a violation of this policy. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must inform their supervisor and may be required to provide written notice from their physician or pharmacist with respect to the effects of such substances and their ability to safely and effectively perform their job. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana even if the employee has a medical marijuana prescription or medical marijuana green card.

D. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this part of this policy. A refusal is treated as though the test, if taken, was positive.

E. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

F. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

Testing

1. Pre-employment Drug Testing

All individuals who are covered by this part of this policy must pass a drug test as a post-offer condition of employment.

2. Reasonable Suspicion Testing

Employees subject to this part of this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulated observations. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- a) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- b) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

3. Post-Accident Testing

All employees covered by Part II of this policy will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road or right-of-way which results in:

- a) A fatality OR
- b) The driver receives a citation under state or local law for a moving violation
AND

- i. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR
- ii. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within thirty-two (32) hours.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel and remaining readily available for testing. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to a medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

4. Random Testing

Employees covered by these procedures have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool of employees covered by this policy for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or*

Alcohol Test letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed immediately and directly to the collection site for testing.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

5. Return to Duty Testing

Employees who have violated Part II of this policy, including those who have tested positive on a drug or alcohol test, and who are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

6. Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

7. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Refusal To Take An Alcohol Or Drug Test.

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. a failure to provide adequate breath for testing without a valid medical explanation;
- b. failure to provide adequate urine for drug testing without a valid medical explanation;
- c. engaging in conduct that obstructs the testing process;
- d. failure to appear for a test;
- e. failure to remain at the testing site until the testing process is completed;
- f. failure to permit the monitoring of the provision of a specimen as directed by the collector;
- g. failure to take a second test as directed by the collector;
- h. tampering with a urine sample;
- i. failure to complete all required forms and documents.

Refusal to submit to a test shall be considered the same as a positive test result.

Securing Information From Previous Employers.

If a person is to be hired into a position subject to this part of this policy and during the previous two (2) years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two (2) years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within twenty-eight (28) days of the person performing safety sensitive duties for the first time.

Applicants are directed to disclose to the City any positive federal drug tests taken for entities other than bona fide employers within the previous two years.

If the City obtains information that indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, that person will not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional (SAP) was made, return to duty testing was administered, and the individual remains in compliance with the return to duty provisions outlined by the original SAP.

Confidentiality and Record Retention.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests.

A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Personnel Policies up to and including termination from employment if:

- 1. the employee tests positive for a drug or drugs;
- 2. results from an alcohol test indicate a breath alcohol level of 0.04 or greater; and/or,
- 3. the employee has engaged in prohibited conduct as outlined in the Personnel Policies.

All employees, regardless of disciplinary action taken, will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

B. Positive Test Result and/or Engaging in Prohibited Conduct.

The following provisions apply to employees who are not terminated for violating this policy:

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of 0.02 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in the Personnel Policies, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has had a post-treatment evaluation by the original SAP; and,
4. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional, with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

Employee Assistance Program/Voluntary Referral.

The City supports employees who voluntarily seek assistance with alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program described in Part III. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this part of this policy or other policies of the City.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

PART III: POLICIES APPLICABLE TO ALL EMPLOYEES

RESOURCES

A. Designated Employer Representative (DER)

The Finance Director/City Clerk has been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance.

B. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Department.

C. Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Sites:

Skagit Valley Occupational Medicine
1400 E. Kincaid
Mt. Vernon, WA 98224
(360) 848-4150

Testing Laboratory, as approved by the US Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386.2661

Medical Review Officer

DrugFree Business MRO Services
Dee McGonigle, MD
18912 North Creek Parkway, Suite 202
Bothell, WA 98011
(866) 448-0651

Substance Abuse Professional

Compsych
1.800.570.9315

Compsych will refer caller to a Substance Abuse Professional in the local area.

TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs if being hired into a job requiring a CDL, or as determined by the City.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in the City rescinding the conditional offer of employment. The individual will only be eligible to re-apply for a position covered by these procedures after six (6) months. Proof of compliance with USDOT return-to-duty regulations will be required. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy.

B. Random Testing

1. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

2.

Dilute Specimens

If a test is reported to the City with a result of “Negative Dilute”, the City will require the employee to take another test immediately in the following circumstances: for pre-employment, return to duty, reasonable cause, and follow up. The result of the recollection shall become the official test of record.

TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:
 - a. Random testing
 - b. Reasonable suspicion testing
 - c. Post-accident testing
 - d. Pre-employment
 - e. Follow-up testing
 - f. Return to duty testing
2. Employees are responsible for the costs associated with the following tests:
 - a. Split sample re-tests made at the employee's request

Split sample testing will be initiated by the MRO immediately upon the request of the donor without regard to which party will ultimately be responsible for payment. However, the City will pursue reimbursement from the donor if the split test reconfirms the original positive result.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- ~~d~~e. Follow-up testing

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid leave pending the outcome of the test results. Such employees are eligible to use accrued vacation or sick leave during this time. If

the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

33. Waiting to Return to Duty

An employee who receives a positive drug test or who tests 0.02 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the above policies. Such employee may use accrued vacation or sick leave during this absence.

TESTING METHODS

A. Drug Testing

Drug testing requires donors to provide a urine specimen of at least 45 ml to be tested. The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO).

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site.

TRAINING AND EDUCATION

The City will provide all affected employees with copies of the Drug and Alcohol Testing Policy and other information as may be required by the federal regulations. Each employee must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing will receive at least sixty (60) minutes of training on alcohol and sixty (60) additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

POLICY MODIFICATIONS

The City reserves the right to amend this policy as required by changes to Federal law, State law, accepted industry practice, or for minor administrative modifications. Employees will be notified in writing of any changes made that affect them. A current copy of this policy will be kept in the office of the Finance Director/City Clerk and is to be incorporated as Appendix A to the City of Stanwood Personnel Policies.

AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)

January 1, 2023 - December 31, 2025

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AGREEMENT
by and between
CITY OF STANWOOD
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)

January 1, 202~~30~~ - December 31, 202~~52~~

THIS **AGREEMENT** is by and between the **CITY OF STANWOOD**, hereinafter referred to as the City, and the **TEAMSTERS LOCAL UNION NO. 231**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

1.1 Recognition - The City recognizes the Union as the sole and exclusive bargaining representative for all Administrative Employees in the classifications listed in Appendix A, excluding temporary and exempt Employees.

1.1.1 A “regular full-time Employee” is an individual who works a normal forty-hour workweek and is hired for an indefinite period.

1.1.2 A “part-time Employee” is an Employee who works less than a forty-hour workweek and is hired for an indefinite period.

1.1.3 A “temporary Employee” generally is an individual who is hired either part-time or full-time for a specified, limited period.

1.1.4 An “exempt Employee” primarily includes those Employees that occupy bona fide supervisory, executive, administrative, confidential and/or professional positions under State or Federal Law.

1.2 Dues - For such Employees of the City that individually and voluntarily certify in writing that they authorize such deduction, the City shall deduct from each paycheck at month end the initiation fees and Union dues, in an amount not to exceed the Union provisions in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. The Union shall indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City which may arise by reason of deduction by the City of money for Union membership dues from Employee’s wages in accordance with Employee authorizations furnished to it by the Union. The Union shall refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. The Union will promptly furnish the City written notification from an Employee who revokes consent of the deduction of the Union

initiation and dues. Once notified, the City will stop deducting initiation fees and dues.

1.3 Union Notification - Within seven (7) days from the date of hire of all full-time and part-time Employees as defined in sub-sections 1.1.1 and 1.1.2 above, the City shall forward to the Union the name, address, phone number, position and salary of the new Employee. The City shall promptly notify the Union of all Employees leaving its employment.

1.4 - New Hire Notification - The City will provide the Union thirty (30) minutes, during the Employees' regular working hours, for the purpose of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment, but shall in no instance be later than thirty (30) calendar days.

ARTICLE II - UNION RIGHTS AND NON-DISCRIMINATION

2.1 Union Activity Time Off - A Union Shop Steward and/or a member of the Negotiating Committee who is an Employee in the Bargaining Unit may be granted time-off while conducting business vital to the Employees in the Bargaining Unit and related to the administration of this Agreement, provided:

1. They notify the City at least twenty-four (24) hours prior to the time-off period;
2. The City is able to properly man the Employee's job duties during the time-off period;
3. The wage cost to the City for the pay period is not greater than the cost that would have been incurred had the Union member not taken time-off; and
4. Union members shall not transact Union business while working on shift, which in any way interferes with the operation or normal routine of any department.

2.2 Discrimination - No Employee shall be discriminated against for upholding Union principles and any Employee who serves on a committee, shall not lose their job or be discriminated against for this reason, providing such activities do not interfere with the Employee's duties.

2.2.1 The City and the Union shall ensure that all terms and conditions of employment included in this Agreement shall be administered in accordance with Federal or State Law governing employment discrimination.

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

2.3 Union Bulletin Boards - The City shall provide suitable space for two Union bulletin boards one located at the City Hall and one at the Police Station. Postings by the Union

on such boards shall be confined to official business of the Union.

2.4 Personnel Policy Manual – The City maintains a Personnel Policy Manual which contains information, policies and procedures important to the employees covered by this Agreement. Employees covered by this Agreement shall comply with all provisions of the Personnel Policy Manual except those where members of the bargaining unit are specifically exempted. Where there is a conflict between the Personnel Policy Manual and this Agreement, this Agreement shall govern.

ARTICLE III - HOURS OF WORK AND OVERTIME

3.1 Work Schedules - The workweek shall consist of seven (7) consecutive days beginning on Sunday at 12:00 AM and ending on Saturday at midnight. The normal work schedule shall be set by the City as provided herein.

3.1.1 The normal work day schedule shall usually be eight (8) hours per day and five (5) consecutive days per week, with the exception of alternative work schedules and weekend work to perform required duties as assigned by the Department Head or designee. The City will provide a minimum of ten (10) days notice to require a change in the Employee's shift or starting time. If the ten (10) day notice is not given or mutually agreed upon then the Employee shall be paid in accordance with the provisions outlined in Article 3.4, Overtime. If the notice given is less than ten (10) days, but the Employee mutually agrees, the notice requirement is waived. Exceptions to the ten (10) day notice requirement would be in the case of an emergency situation. Examples of emergency situations may include storms, floods, severe inclement weather, or fires with an expected duration of eight (8) hours or more. Another exception where a ten (10) day notice would not be needed is if Employees requested, and the Department Head agreed to earlier shift starting times for an indefinite period.

3.1.2 An Employee or a group of Employees may request, or the City may assign, an Alternative Work Schedule outside of the usual five (5) consecutive days per week, eight (8) hours per day. The Union agrees that if an Employee or group of Employees requests an Alternative Work Schedule, the needs of the City shall prevail, and the Department Head or designee may deny an Alternative Work Schedule based upon those needs. In any case Alternative Work Schedules will be based on the needs of the City.

3.1.3 Alternative Work Schedules available include, but are not limited to, 4/10's and 9/80's.

3.1.4 Alternative Work Schedules must not increase the City's compensation costs.

3.1.5 Employees on Alternative Work Schedules shall receive holiday

compensation for any holiday set forth in this Agreement that falls on their normally scheduled day of work for the full amount of their normally scheduled hours. If a holiday were to fall on the Employee's scheduled flex-day or day off under an Alternative Work Schedule that Holiday will be made up in the same FLSA period as approved by the Department Head or designee.

3.1.6 During a significant weather event that forces the City to close administrative operations for a period of time and Employees are told not to report to work, they will be compensated for the day. However, if an Employee chooses not to report to work then accrued leave must be used or the time may be taken unpaid.

3.2 Telephonic or Electronic Response - No Employee is allowed to work outside of their work schedule without approval from their Department Head or designee. Those Employees who telephonically or electronically respond to specific work situations will be compensated for time worked in fifteen (15) minute increments, but no less than one half hour per incident.

3.3 Breaks/M meal Periods - Employees shall receive one (1) fifteen (15) minute rest period on the City's time for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the mid-point of each four (4) hour work period. No Employee shall be required to work more than three (3) hours without a rest period. If the Employee leaves the job site the fifteen (15) minute rest period shall include travel time to and from the job site.

3.3.1 Employees shall receive a meal period of thirty (30) minutes, or sixty (60) minutes based upon the Department Head's or designee's approval, which shall be on the Employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift.

3.3.2 If due to the nature of a particular project or emergency, an Employee is asked to modify their break or lunch schedule and cannot leave the job site, the Employee may be granted a flexible schedule up to and including combining breaks or leaving early

3.4 Overtime - Overtime will be paid in accordance with the Fair Labor Standards Act (all work performed in excess of forty (40) hours in one (1) week). Overtime shall be paid for at one and one-half (1-1/2) times the Employee's regular straight-time hourly rate of pay. All unscheduled hours worked in continuation of the regularly scheduled work day shall be paid at the overtime rate.

3.4.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes. Overtime shall require prior authorization by the Department Head or designee. Forms authorizing overtime shall be attached to the Employee's

timesheet each month.

3.4.2 In computing overtime, all contractual holiday and bereavement leave hours shall be considered as time worked. All vacation and comp hours shall be considered as time worked if approved prior to the overtime event.

3.4.3 Pre-Scheduled Special Events – An employee working a pre-approved and pre-scheduled special event (e.g. Touch-a-Truck, concert, etc.) outside of the employee’s work schedule shall receive one and one-half times (1.5X) their base wage rate.

3.5 Compensatory Time - In lieu of paid overtime, compensatory time-off may be accrued upon the request of the Employee and approval of the Department Head or designee. Compensatory time shall be accrued at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time shall not exceed an accumulated balance of one hundred (100) hours ~~at the end of any calendar year. Balances may be carried forward from year to year as long as the maximum accumulation of one hundred (100) hours is not exceeded. On December 1 of every year, any balance over fifty (50) hours will be automatically cashed out on the first December paycheck. At the employee’s discretion, the employee may cash out the compensatory time bank in its entirety at this time.~~ Upon the effective date of separation from employment, ~~e~~Employees shall be entitled to a sum of money at their current regular rate of pay for any comp time hours which have not been used ~~up to a maximum of one hundred (100) hours.~~

3.6 Callback/Callout - An Employee who has left work and is called back to work after completion of a regular day’s shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. However, if the Employee’s regular shift starts less than two (2) hours from the time they started work on the callback, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift.

~~**3.7 Pre-Scheduled Special Events – An employee working a pre-approved and pre-scheduled special event (e.g., Touch-A-Truck, concert, etc.) outside of the employee’s work schedule shall receive one and one-half (1-1/2) times their base wage rate.**~~

ARTICLE IV - WAGES

4.1 Wage Appendix - The classifications of Employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix ‘A’ which is attached hereto and made a part of this Agreement.

ARTICLE V - TRIAL SERVICE PERIOD, LAYOFF, RECALL AND JOB VACANCIES

5.1 Trial Service Period - New Employees shall be subject to a six (6) month trial service period commencing with their date of hire. During this period such Employees shall be evaluated by the City and may be disciplined or terminated at the sole discretion of the City. Discharge or discipline of Employees during their trial service period shall not be subject to the grievance procedure. The City shall not discharge or discipline a trial service Employee for protected Union activity. The City has the right to extend the trial service period up to an additional six (6) months. Any Employee who is promoted shall be subject to a four (4) month trial service period. During the four (4) month trial service period the City may elect to return the Employee to their previous position and salary. Any Employee who is promoted may elect to return to their previous position and salary at any time prior to the conclusion of the four (4) month trial service period. During the initial trial service period a newly hired Employee is not eligible to use vacation ~~or floating holidays~~ until after six (6) months of successful trial service period have occurred. This does not apply to the four (4) month trial service period for promotions.

5.2 Length of Service and Performance - The City appreciates and will strive to recognize quality performance and length of service. Both contribute greatly to the service that the City of Stanwood and its Employees are able to provide. Upon satisfactory completion of the trial service period the Employee's length of service with the City shall be considered from the date of hire. Length of service shall cease upon justifiable discharge, voluntary resignation as well as layoff or approved leave of absence exceeding twelve (12) months.

5.3 Layoff - The City shall decide all questions as to layoffs, subject to the right of the Union to request and discuss with the City the reason for any layoffs involving Bargaining Unit positions. If a layoff or reduction in force becomes necessary, Employees will be laid off from the affected classification within their department in accordance with their seniority and the ability to perform the work available in that department without further training (excluding a reasonable orientation period). They may "bump" a junior Employee in the Bargaining Unit from another department in accordance with their seniority and the ability to perform the work available, at the entry level requirements for the position, in that department without further training (excluding a reasonable orientation period).

5.3.1 Trial service period Employees within the same Bargaining Unit will be ~~the first~~ laid off first even in the event that the position identified by the City is not the position currently held by such Employee. In that event, the Employee in the position identified by the City must meet all essential qualifications, as determined by the City, in order to fill the vacancy left by the layoff of the trial service period Employee. The Employee will be paid at a rate as close to their salary as possible but within their new position's classification.

5.3.2 In the case of a layoff or reduction in force, the City shall provide an Employee with no less than (3) three weeks advance notification ~~prior~~.

5.4 Recall - In the case of recall, those Employees laid off last shall be recalled first, for the position they were laid off from or to a position the City determines has similar duties and responsibilities, assuming satisfactory past performance. In order to be considered for re-employment, an Employee on layoff must keep the City informed of the address and telephone number where they can be contacted. The City shall make every reasonable effort to contact the former Employee. The City shall have no obligation to recall an Employee after they have been on continuous layoff for a period of one (1) year. Should an Employee not return to work when recalled the City shall have no further obligation to recall them.

5.5 Job Vacancies - Permanent job vacancies within ~~the either~~ Bargaining Unit (Administrative or Public Works) shall be filled based upon the concept of promotion or lateral movement from within; provided however, that applicants shall have the minimum qualifications, abilities and experience to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job. In filling permanent job vacancies, the City shall give consideration to several factors, including but not limited to the Employee's length of continuous service with the City, their ability to perform the duties required of the job, and past performance. In applying this provision, it is the intent of the City to provide opportunities for promotion to Employees who are qualified for the position. It is also the City's intent to fill all positions with the most qualified candidate available.

5.5.1 Notices of permanent job vacancies within ~~the either~~ Bargaining Unit (Administrative or Public Works) shall be dated and posted by the City on the Union bulletin board(s) for ten (10) calendar days. Employees who desire consideration for such openings shall notify the City in writing during the ten (10) calendar day positing period. In order to expedite the filling of a vacancy, an expedited sign-off sheet may be utilized. The required ten (10) calendar day posting period is waived if all affected Employees indicate on the sign-off sheet that they have seen the notice and do not wish to be considered for the vacancy. Employees are to determine their interest in a position vacancy and not delay the City's ability to post externally if no internal candidates have an interest, however, the City will not advertise the vacancy until after ten (10) calendar days or the expedited posting, whichever occurs first.

ARTICLE VI - HOLIDAYS

6.1 Holidays - Employees shall receive ~~twelve (12)~~ eleven (11) paid holidays as set forth below. If any Employee is required to perform any work on such holiday, they shall receive compensation at the overtime rate for the time worked, in addition to their straight time pay for such holiday.

New Year's Day	January 1 st
Martin Luther King, Jr's Birthday	3 rd Monday of January
President's Day	3 rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4 th
Labor Day	1 st Monday of September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Native American Heritage Day	Day after Thanksgiving Day 4 th
Friday of November	
Christmas Day	December 25 th
2 Floating Holidays	(see 6.1.3)

6.1.1 The previously referenced holidays represent specific events as indicated. Should the dates for any said holiday be changed by the Legislature or the Governor of the State of Washington, said holiday shall be observed on the date established by the change and not on the date set forth within Section 6.1. However, no change by the Legislature or the Governor of the State of Washington shall result in less than ~~eleven (11)~~ twelve paid holidays per year.

6.1.2 In those cases where the City and the Employee mutually agree to make a holiday a regularly scheduled workday, the Employee may receive another day off in place of the holiday.

~~**6.1.3** An Employee shall request their floating holiday on a leave form provided by the City and must give at least twenty-four (24) hours advance notice. Granting of the floating holiday shall be based on departmental needs and requirements. In the event of conflicting requests for the same date the earliest submitted request, within twelve (12) calendar months, shall be the determining factor.~~

~~**6.1.4** Unless an Employee is working under an Alternative Work Schedule as outlined in Article 3, in the event a recognized holiday falls on a Saturday it will be observed on Friday. In the event a recognized holiday falls on a Sunday it will be observed on Monday.~~

~~**6.1.5** New hires, starting between June 1st through September 30th, will receive one (1) floating holiday in the year of hire. New hires starting after September 30th will not receive any floating holidays in the year of hire.~~

ARTICLE VII - LEAVES

7.1 Vacation Leave - Each regular full-time Employee shall accrue vacation hours, as

earned on a monthly basis and allocated to the Employee's accrual bank no later than the last day of the month, in accordance with their accumulated continuous service at the annual rate shown below:

1 st - 4 th year	96 106 hours
5 th - 9 th year	128 138 hours
10 th - 14 th year	160 170 hours
15 th - 19 th year	184 194 hours
20 th — year and beyond	200 210 hours

7.1.1 The total accumulation of vacation leave may not exceed two hundred and forty (240) hours at the end of any calendar year unless it is approved by the Department Head and the City Administrator in the event that an Employee is denied a request for vacation leave. Balances may be carried forward from year to year as long as the maximum accumulation of two hundred and forty (240) hours is not exceeded.

7.1.2 In the event of conflicting requests for the same leave period, the earliest submitted request shall be the determining factor. The City may deny any vacation requests that conflict with the scheduling of work requirements for the City.

7.1.3 An Employee shall not apply for or take vacation leave that will result in a negative leave balance. Negative vacation balances shall not be allowed at any time during the year.

7.1.4 An Employee may elect to cash out vacation hours of one week (40 hours) a year with their June 8th, or December 8th, paycheck. In order to be eligible to cash out vacation an Employee must have a minimum of forty (40) hours in their vacation bank after the cash out, and two hundred (200) hours of sick leave in their sick leave bank. Part-time Employees shall be eligible for vacation cash out on a pro rata basis. Vacation, and sick leave bank requirements shall be on the same pro rata basis.

7.1.5 Upon the effective date of separation from employment, an Employee shall be entitled to a sum of money at their current regular rate of pay at the time of separation for any vacation hours which have not been used, up to a total maximum of two hundred forty (240) hours.

7.1.6 A new Employee must complete the initial six (6) month trial service period prior to being eligible to use vacation leave.

7.2 Worker's Compensation - In a case in which an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the City, such as the State Workers Compensation Act or similar legislation of the State of

Washington or any other government unit, the City shall pay only the difference between the benefits and payments received under such insurance or act by such Employee and their regular rate of compensation that they would have received from the City if able to work. The foregoing payment or contribution by the City shall be limited to the period of time that such Employee has accumulated sick and vacation time.

7.3 Jury Duty - An Employee who is required to serve on a jury or as a result of official City duties is required to appear before a Court, Legislative Committee, or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed authorized leave with pay. If Employees have sufficient time to work one-half (1/2) day or more, they shall report to work that day. Jury duty leave shall not be used to attend a personal court issue.

7.4 Leave of Absence - The City shall provide a personnel policy allowing for Employees to take an extended leave of absence without pay in accordance with the policy. The decision whether or not to grant a leave of absence is the City's alone. An Employee who takes an unauthorized leave of absence may be charged with job abandonment and subject to immediate termination or disciplinary action.

7.5 Sick Leave - Each Employee shall earn sick leave at the rate of one (1) hour for every forty (40) hours worked with a minimum accrual of eight (8) hours per month to a maximum accumulation of six hundred-forty (640) hours at any year end.

7.5.1 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of two hundred and forty (240) hours accrued in their sick leave bank, shall be cashed out twenty-five percent (25%) of their bank, not to exceed forty (40) hours total, upon separation in good standing.

7.5.2 Regular full-time and regular part-time Employees with over five (5) years of service, with a minimum of one hundred and sixty (160) hours accrued in their sick leave bank, shall be cashed out fifty percent (50%) of their bank, not to exceed eighty (80) hours, upon retirement or death.

7.5.3 Sick leave covers those situations in which an Employee is absent from work due to:

1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
2. The need to care for a dependent child (a biological, adopted, foster child, stepchild or legal ward who is either under 18 years of age, or over 18 years and incapable of self-care due to a physical or mental disability) whose condition requires treatment or supervision;
3. The need to care for a spouse, registered domestic partner, parent, parent-in-law, or grandparent with a serious medical condition or an

- emergency condition;
4. Medical or dental appointments for the Employee or dependent child, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
 5. Exposure to a contagious disease where on the job presence of the Employee would jeopardize the health of others;
 6. Use of a prescription drug which impairs job performance or safety;
 7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the City Administrator or designee.
 8. And any other reason allowed by law.

7.5.4 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may request a leave without pay. Employees may be sent home and be required to use leave if a Department Head or designee determines that an Employee's performance is negatively affected by their health conditions. If the Employee's absence extends beyond three (3) consecutive working days, verification that the absence was for an authorized purpose may be required in accordance with RCW 49.46.210. Verification for domestic violence leave will be pursuant to WAC 296-135-070.

7.6 Bereavement Leave - An Employee may receive up to four (4) work days off with pay for bereavement as the result of the death of a member of the Employee's immediate/extended family subject to the approval of the Department Head. The definition of immediate/extended family is the employees' children and/or step-children, and both of their spouse's/domestic partner's sister, brother, grandmother, grandfather, mother, father, uncle, aunt, cousin, mother-in-law, father-in-law, as well as any step or foster relations, including inhabitants of the employee's household. Longer periods taken for bereavement purposes may be charged to the Employee's sick or vacation leave with approval from the City Administrator.

7.7 Employees should make every effort to schedule appointments covered by sick leave at the beginning or ending of the workday so as to minimize disruption to workflows. Employees may take sick leave in no less than fifteen (15) minute increments.

7.8 Catastrophic Leave Donation Program - The City shall provide a personnel policy of catastrophic leave donation which includes eligibility for participation by Bargaining Unit members. The catastrophic leave donation program shall provide a method for Employees to assist other Employees who face an extended leave without pay due to their medical condition. The City's catastrophic leave donation program shall provide a method for Employees to voluntarily donate paid leave time to their coworkers. The City may, from time-to-time, modify the Personnel Policy, or procedures for catastrophic leave donation.

ARTICLE VIII - HEALTH AND WELFARE

8.1 Effective January 1, 202~~30~~³⁰, and for the term of this agreement, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents equal to one hundred percent (100%) of the premium cost for Teamsters Dental Plan A, vision under Washington Vision Services Plus Plan, and life insurance under AWC Standard Life Insurance Plan (\$10,000 Basic).

Effective January 1, 202~~30~~³⁰, the City shall provide a monthly contribution for each bargaining unit member and all eligible dependents of one thousand ~~five~~^{four} hundred ~~sixty-seven~~^{sixty} ~~forty-eight~~^{cents} dollars ~~and sixty cents~~ (\$~~1567.60~~^{448.00}) for the premium cost of Washington Teamsters Medical Plan A.

Effective January 1, 202~~41~~⁴¹, if the premium cost for Medical Plan A increases by up to ~~six percent (6%)~~ ~~four and one-half percent (4.5%)~~ over the actual 202~~30~~³⁰ premium cost, the City will pay up to the ~~six percent (6%)~~ ~~increase~~ ~~four and one-half percent (4.5%)~~ ~~increase~~. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

Effective January 1, 202~~52~~⁵², if the premium cost for Medical Plan A increases by up to ~~six percent (6%)~~ ~~four and one-half percent (4.5%)~~ over the actual 202~~41~~⁴¹ premium cost, the City will pay up to the ~~six percent (6%)~~ ~~four and one-half percent (4.5%)~~ increase. Any additional cost required for Medical Plan A will be paid by the Employees through payroll deduction, on a pre-tax basis.

In compliance with the Washington Teamsters Welfare Trust Operating Guidelines, the City shall be required to make contributions to the Washington Teamsters Welfare Trust for each bargaining unit member compensated a minimum of eighty (80) hours per month. Hours of accrued compensation paid in a lump sum upon termination will not be counted toward the eighty (80) hours per month. In addition, temporary and/or seasonal Employees employed by the City who perform work in the classifications or categories covered by the Collective Bargaining Agreement between the City and the Union who work less than one thousand-forty (1040) hours in a calendar year shall not be eligible for health care premium contributions. However, should a temporary and/or seasonal Employee continue employment in excess of one thousand-forty (1040) hours in the same calendar year, the Employee shall qualify for benefits as outlined in Article VIII of the Collective Bargaining Agreement. Contributions are due upon the first month and each month thereafter in which the temporary/seasonal Employee completes eighty (80) hours following completion of one thousand-forty (1040) hours within a calendar year provided the Employee continues employment for the entire month. If an Employee changes status from temporary/seasonal to regularly scheduled during the year contributions are due upon the first month in which the Employee completes eighty (80) hours following their change in employment status.

Whenever a new Employee or current Employee enters into a position covered by Washington Teamsters Welfare Trust plans, and where the Employee would otherwise have a one-month gap in coverage under the Washington Teamsters Welfare Trust plans due to the Trust's lag month eligibility rules, the employer shall be required (with its initial payment to the Washington Teamsters Welfare Trust) to make a double premium contribution to pay for the normal initial month of coverage provided by the Trust as well as the preceding lag month which is not normally covered during an Employee's eligibility period when enrolling in benefit plan coverage provide under the Washington Teamster Welfare Trust.

ARTICLE IX - MISCELLANEOUS

9.1 State Retirement Program – The City and the Employees shall participate in the Washington Public Employees Retirement System as set forth in RCW 41.44.

~~**9.1.2** Western Conference of Teamsters Pension Trust - For the term of the contract, Effective January 1, 2023, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be sixty-eight cents (\$.68) per compensable hour.~~

~~Effective January 1, 2021, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be sixty three cents (\$.63) per compensable hour.~~

~~Effective January 1, 2022, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be sixty eight cents (\$.68) per compensable hour.~~

~~The~~ The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

9.332 Fit for Duty –Employees shall comply with Appendix B of this agreement regarding Drug and Alcohol Testing and Procedures. If the Department Head or designee has

reason to believe an Employee is not fit for duty or that the Employee may be impaired, the Department Head or designee may send that Employee for a fitness for duty evaluation. The City may designate the health care provider or site of the evaluation. Such an evaluation shall be at the City's expense.

9.2.1 When an Employee has been absent from work due to impairment, injury or illness, caused on or off the job, the Department Head may require that the Employee provide a written release, from their medical provider, to full unrestricted work status before the Employee is allowed to return to work without limitations. Should the treating health care provider determine that the Employee has temporary limitations which may prohibit an unrestricted return to full duty; the City may elect to return the Employee to any temporary limited duties which the Department Head determines the Employee can safely perform. The City may determine that the Employee's limitations do not permit a return to work, even if the Employee desires to return to work prior to full recovery. Should the treating health care provider determine that the Employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duty; the City shall consider reasonable accommodations to the Employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

9.433 Strikes - The Union shall not authorize, call, engage in, encourage, assist or condone, in any manner, any Employee strike, work stoppage, slowdown, sick-in, or any other concerted refusal to work by Employees or any picketing in support thereof, or any other form of interference with or limitation of the peaceful performance of the services of the City during the life of this Agreement.

9.544 Lockouts - The City shall not authorize, call, encourage, condone, engage in, or assist in any lockout of its Employees during the life of this Agreement.

9.655 Part-time or Temporary Employees - The City may only utilize part-time and/or temporary Employees to supplement the regular full-time work force and shall not utilize part-time and/or temporary Employees to replace regular full-time Employees. However, if the City determines that an existing full-time position needs to be ~~reduced~~ ~~reduced~~ ~~cut~~ ~~back~~ to part-time and the affected Employee instead of accepting the part-time position resigns, retires, or otherwise refuses the part-time position, the City may then hire a part-time Employee.

9.655.1 A part-time Employee scheduled to work one thousand and forty (1,040) hours or more shall receive medical, dental and vision insurance benefits as outlined in Article 8, of this Agreement. All part-time Employees shall earn pro rata vacation and sick leave accrual. Such pro ration shall be based upon the annual scheduled hours for the position in relation to 2,080 hours. Regular part-time Employees shall receive pro rata holiday compensation for any holiday set forth in this Agreement. During a holiday week, part-time Employees and their Department Heads will work together to create a mutually agreed upon schedule

utilizing the Employee's pro rata scheduled hours minus the holiday hours. Temporary Employees shall not be eligible for fringe benefits unless otherwise required by State or Federal Law.

9.766 Labor Management Meetings - A Labor Management Committee (LMC) is hereby established composed of representatives from Teamsters Union Local 231 Administrative Employees, and Management representing the City of Stanwood. The Union Business Agent and a Bargaining Unit member shall be members of the LMC. The purpose of these meetings is for the parties to this Agreement to meet and discuss issues and concerns in an informal setting. The party proposing to meet shall be responsible to schedule and conduct the meeting.

ARTICLE X - MANAGEMENT RIGHTS

10.1 State Law - The City has and shall retain any and all rights concerned with the management and operation of the department while recognizing its duty to bargain mandatory subjects of bargaining per RCW 41.56.

10.2 Management Rights - The City has and shall retain the exclusive right to determine issues of public policy and to determine the merits, necessity or organization of any services or activity conducted by the City. It is the general policy of the City to continue to utilize its Employees to perform work they are qualified to perform. The City reserves the right to contract out and/or eliminate any work or functions performed by Employees in this bargaining unit it deems necessary in the interests of efficiency, economy, improved work product or emergency.

10.2.1 Except as abridged or modified by this Agreement management retains all rights granted by Law to operate and manage the functions of the City, to control, direct, and schedule its operations and work force and to make any and all decisions affecting such operations, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include but not be limited to the sole and exclusive right to hire, terminate, promote, lay off, assign, classify, evaluate, transfer, suspend, discharge, and discipline Employees, select and determine the number of Employees, including the number assigned any particular work, increase or decrease that number, direct and schedule the work force, determine the location and type of operation, determine the schedule when overtime shall be worked, install or move equipment, determine the methods, procedures, materials, and operations to be utilized or to discontinue their performance; to determine policies, procedures and standards for selection, training and promotion of Employees; to establish performance standards to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its mission in emergencies; to exercise

control and discretion over its organization and the technology for performing its work and services to maintain the economy desirable for the performance of City services. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the City government, and the rights and obligations owed to the electorate.

ARTICLE XI - DISCIPLINE

11.1 Definition - City may discharge or suspend an Employee for just cause. Discipline shall be defined as a written reprimand, suspension without pay, or discharge. Demotion may also be defined as discipline; however, not all Employee demotions are necessarily for disciplinary purposes. Employees or the Union can grieve disciplinary actions through the grievance procedure outlined in this Agreement; however, only suspension, demotion, or termination can be taken to arbitration.

11.2 Process - The City supports the concept of progressive discipline. Usually, disciplinary action shall be corrective in nature; however, the decision to discipline and to what extent will be made on a case by case basis and is solely that of the City's. For example, the City may take immediate disciplinary action (up to termination) for, but not limited to, the following examples: (1) theft, (2) moral turpitude (conviction of a criminal offense), (3) misuse of public funds, (4) falsifying reports or records, (5) gross incompetence or gross negligence, (6) dishonesty on the job, (7) gross insubordination, (8) drug abuse, (9) drinking or drunkenness while on duty, (10) sexual harassment.

11.2.1 For purposes of progressive discipline the City shall give one (1) copy of the written reprimand to the Employee and one (1) copy to the Union. The complaint specified in a prior written reprimand need not concern the same type of misconduct as the cause for discharge or suspension. A written reprimand must be issued within twelve (12) working days after discovery of the violation; exclusive of Saturdays, Sundays and holidays.

ARTICLE XII - GRIEVANCE PROCEDURE

12.1 Grievance Steps - A "grievance" is a difference that arises between the City and an Employee, or between the City and the Union, as to the interpretation or application of the provisions of this Agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise; an earnest effort shall be made to settle the difference as soon as practical between the aggrieved Employee, or the Union, and the City, at the lowest step in the following grievance procedure.

12.1.1 Step One – Immediate Supervisor Conversation: A grievance shall be first

discussed by the Employee and the immediate supervisor, with or without their Union steward present as desired by the Employee, within ten (10) business days of the incident, or of the Employee knowing of the incident. The immediate supervisor shall give an answer to the Employee within ten (10) business days of the discussion.

12.1.2 Step Two – Department Head Formal Grievance Filing: If the grievance is not settled in Step One and the Union wishes to file a formal grievance, it shall be provided in writing to the Department Head within ten (10) business days after the Step One immediate supervisor's answer. The written grievance shall contain, (1) facts upon which the grievance is based, (2) a reference to the section or sections of the Agreement that are alleged to have been violated, and (3) the remedy sought. The Department Head shall answer in writing within ten (10) business days after receipt of the written grievance.

12.1.3 Step Three – City Administrator: If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three, it shall be referred in writing to the City Administrator within ten (10) business days after the Department Head's answer in Step Two has been received. City Administrator shall answer in writing within fifteen (15) business days after receipt of the grievance. Any grievance regarding discipline shall be initiated at Step Three – City Administrator.

12.1.4 Step Four - Arbitration: If the grievance remains unresolved and the Union wishes to pursue it, the grievance may first be submitted to mediation by written agreement of the parties or will be submitted directly to arbitration in accordance with the following procedures. The referral to arbitration can only be made by the parties to this Agreement and must be in writing and presented to the other party within fifteen (15) business days of receipt of the written answer referred to in Step Three.

12.2 Arbitration - In the event the grievance is referred to arbitration, the parties will attempt to designate a single arbiter. In the event an arbiter is not agreed upon within fifteen (15) working days, the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) arbiters from within the states of Washington, Idaho, or Oregon. The arbiter will be chosen from the list by alternate striking of arbiter names. When each party has stricken four (4) names, the remaining name will be the appointed arbiter. The order of striking names from the list will be determined by the flip of a coin.

12.2.1 The arbiter, once appointed will inform the parties of the procedure to be followed.

12.2.2 The arbiter shall hear and accept pertinent evidence by both parties. No new evidence submitted after Step Four of the grievance procedure shall be introduced to the arbiter without mutual agreement from both parties. The arbiter

shall render a decision in writing to both parties within 30 days, unless mutually extended, of the closing of the record.

12.2.3 The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration. The decision shall be final and binding on both parties.

12.2.4 The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

12.2.5 Each party of the proceedings may call witnesses, in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

12.2.6 Each party shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees.

12.2.7 The arbiter shall specify in the award that the City or the Union, whichever is ruled against by the arbiter, shall pay the compensation of the arbiter, including necessary expenses.

12.2.8 The standard of review shall be if the City's decision was arbitrary and capricious.

12.3 Disciplinary Action - No grievance for disciplinary action, other than suspension, demotion, or termination, can be taken to arbitration.

12.4 All grievances, and replies, shall be decided within the maximum periods stipulated, but excluding Saturdays, Sundays and all holidays as business days. The receipt date shall be considered as the start date for the purpose of calculating time periods in this Article. No grievance shall advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. Time limits may be extended by mutual waiver by both the Union and the City. Failure by the Union or Employee to submit the grievance in accordance with these time limits without such waiver will constitute an abandonment of the grievance. Upon failure by the City to submit a reply within the specified time limits, the Employee or the Union may advance the grievance to the next step.

ARTICLE XIII – SEPARABILITY AND SAVINGS

13.1 Should any clause of this Agreement be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any clause should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such clause.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 The Agreement expressed herein in writing constitutes the entire Bargaining Agreement between the parties and no oral statement shall add to or supersede any of its provisions. The parties acknowledge that each has held the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The result of the exercise of those rights is set forth in this Agreement.

ARTICLE XV - DURATION

15.1 This Agreement shall become effective January 1, 202~~30~~, and shall remain in full force and effect through December 31, 202~~52~~. All salaries as outlined in Article 4, as well as standby pay and overtime, as outlined in Article 3, shall be paid retroactively as of January 1, 202~~30~~. The Employer and the Union agree to open this contract for negotiations one hundred eighty (180) days prior to December 31, 202~~52~~.

15.2 This Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached.

~~TEAMSTERS LOCAL UNION NO. 231eamsters Local Union No. 231~~
~~____CITY OF STANWOOD, WASHINGTON~~

~~City of Stanwood~~

By _____

By _____

Rich Ewing, Secretary-Treasurer
~~Kelley~~, Mayor

____ Sid Roberts, ____ ~~Leonard~~

Date _____

Date _____

~~AA~~PPENDIX "A"
to the
AGREEMENT
by and between
CITY OF STANWOOD, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 231
(Representing the Administrative Employees)
January 1, 202~~30~~ - December 31, 202~~52~~

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF STANWOOD, WASHINGTON, hereinafter referred to as the City, and TEAMSTERS' LOCAL UNION NO. 231, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 202~~30~~, ~~the classifications of work and~~ the monthly rates of pay for each classification covered by this Agreement shall be increased based upon the results of the recently completed citywide salary study and by five percent (5%) as follows:-

2020 WAGES (INCREASE OF 3.75%)
Effective January 1, 2020

-	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Permit Specialist</u>	\$4,394	\$4,578	\$4,767	\$4,967	\$5,174	\$5,390
<u>Administrative Asst.</u>	\$4,649	\$4,844	\$5,044	\$5,254	\$5,473	\$5,702

Accounting Clerk	\$3,853	\$4,014	\$4,183	\$4,356	\$4,538	\$4,727
Acct. Specialist	\$4,764	\$4,963	\$5,171	\$5,386	\$5,610	\$5,843
Police Records Clerk	\$4,649	\$4,844	\$5,044	\$5,254	\$5,473	\$5,702
Deputy City Clerk	\$4,649	\$4,844	\$5,044	\$5,254	\$5,473	\$5,702
Associate Planner/GIS Analyst	\$5,247	\$5,410	\$5,578	\$5,750	\$5,928	\$6,113
Permit Specialist/ Planner	\$4,668	\$4,872	\$5,069	\$5,274	\$5,486	\$5,708

Classifications	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Associate Planner/GIS Analyst	\$5,874	\$6,056	\$6,243	\$6,522	\$6,865	\$7,226
Accounting Specialist	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Public Works Office Specialist	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Deputy City Clerk	\$5,376	\$5,660	\$5,957	\$6,271	\$6,600	\$6,948
Permit Specialist/Planner	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Administrative Assistant	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Accounting Technician II	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Police Records Clerk	\$5,226	\$5,453	\$5,674	\$5,903	\$6,140	\$6,390
Permit Specialist	\$4,918	\$5,125	\$5,336	\$5,560	\$5,792	\$6,033
Accounting Technician I	\$4,580	\$4,771	\$4,973	\$5,179	\$5,394	\$5,620
Accounting Clerk	\$4,580	\$4,771	\$4,973	\$5,179	\$5,394	\$5,620

A.1.2 Effective January 1, 2024, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%.

A.1.3 Effective January 1, 2025, employees shall receive a wage increase equivalent to 100% of the U.S. Bureau of Labor Statistics' Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1.0% and a maximum of 5.0%.

A.2 A five hundred dollar (\$500.00) gross signing bonus, subject to payroll taxes will be paid to each member of the bargaining unit (excluding the Engineering Technician) with, or before, the first full pay period following ratification of this Agreement.

A.3 It is understood that the City has created a pay schedule for movement through the classifications outlined in the wage matrix above.

~~**A.432** All current Employees who started before April 14, 2009, will receive a step increase on January 1 of every year of this contract, per the provisions outlined in this Appendix to Article 5. Employees who start after April 14, 2009, Employees will receive a step increase on their anniversary date per the provisions outlined in this Appendix to Article 4.~~

At the beginning of every calendar year, the City will provide the new rates to Employees per the language in this section.

A.654 For the purposes of payroll administration all full-time regular Employees will earn a monthly salary and all part-time Employees will receive a monthly salary equivalent to the monthly salary assigned to their step divided by their full-time equivalent percentage.

An Employee who is demoted shall be assigned to a lower classification in a step that is closest to their current salary as long as it is not outside the range of the lower classification. Demotions shall not change the date an Employee receives a step increase per section A.4A.2-4.

A.987 If an Employee is temporarily re-classified by their Department Head, and approved by the City Administrator, to work at a higher classification for a period of more than seven (7) consecutive days,~~thirty (30) consecutive business days~~, that Employee shall receive the wage rate within the assigned higher classification closest to their own wage rate, but no less than an increase of five percent (5%) of the employee's base wage.~~seventy-five cents (\$0.75) per hour~~. In the event an Employee is temporarily assigned to a position paying a lesser wage than the rate for the Employee's regular position, no reduction in the Employee's wage shall be made.

- Certified Government Finance Manager (CGFM)
- Certified Accounts Payable Professional (CAPP)
- Certified Procurement Professional (NIGP)

Appendix B

Drug and Alcohol Testing Policies and Procedures

Introduction: The City of Stanwood has adopted a substance abuse policy as part of the Personnel Policies that establishes that any employee may be required to submit to alcohol or controlled substance testing for reasons described in this policy. The City reserves the right to designate certain positions as “safety sensitive,” which may require pre-employment drug screening and random drug testing. Additionally, drug and alcohol testing policies and procedures are required by the U.S. Department of Transportation for employees who are required to have a Commercial Driver’s License (CDL) to perform their job.

This document has three parts: 1) policies that apply to employees who are not required to have a CDL (non-CDL employees); 2) policies that apply to employees who are required to have a CDL; and 3) procedures applicable to all employees.

PART I: POLICIES THAT APPLY TO ALL EMPLOYEES WHO ARE NOT REQUIRED TO HAVE A CDL (NON-CDL EMPLOYEES)

Policy

The City of Stanwood is committed to protecting the health, safety and well-being of its employees and all individuals who come into contact with our employees and workplace. In addition, we strive to create and maintain a productive and efficient work environment in which all employees have an opportunity to thrive and be successful. Recognizing that drug and alcohol use and abuse can pose a serious threat to these goals, the City of Stanwood is committed to providing a drug and alcohol-free workplace for all of its employees.

Definitions

Drugs - For purposes of Part I of this policy, “drugs” refers to any illegal substance or controlled substance as defined by the federal Controlled Substances Act, taken without a valid prescription, including but not limited to: marijuana (THC), cocaine, opiates, synthetic opiates, phencyclidine (PCP), and amphetamines.

Alcohol – “Alcohol” means ethyl alcohol, the intoxicating agent in alcoholic beverages, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee's appearance, behavior, speech, breath odor, or other factors that indicate the employee may be under the influence of alcohol or drugs.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.
Drug and Alcohol Testing

Tests - The City of Stanwood may test any employee or applicant for drugs or alcohol as set forth in this policy. This includes urine drug testing and evidential breath alcohol testing. Alcohol and drug testing required by this policy is a mandatory condition of employment. Refusing to submit to such tests constitutes a violation of City policy and will result in termination of employment (or, for an applicant, withdrawal of the conditional job offer.)

Reasonable Suspicion – Whenever a City of Stanwood Human Resource representative, or a supervisor has reasonable suspicion (described and documented using a Reasonable Suspicion Testing and Documentation Form) suggesting that the employee is under the influence of alcohol or drugs, the employee shall submit to a reasonable suspicion drug and/or alcohol test. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete a Documentation Form and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur within that time frame.

Post-Accident – An employee who is involved in an accident while driving a vehicle for City business will be required to submit to a drug and alcohol test if the accident: (a) results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; and (b) the employee caused or contributed to the accident and there is reasonable possibility that drugs or alcohol could have contributed to the accident.

After an accident, employees are responsible for contacting their immediate supervisor or other

management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Return to Duty – Employees who have violated this policy but are allowed to return to work must test negative prior to being released for duty. A return-to-duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow Up – An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed twenty-four (24) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

PROHIBITED CONDUCT

The City of Stanwood strictly prohibits the following:

- Reporting to work or remaining on duty under the influence of alcohol or drugs.
- Testing positive for alcohol or drugs. An alcohol concentration of 0.02 or higher is considered a positive test.
- The use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or drugs and their paraphernalia in any amount or any manner on City premises, in City vehicles, or while on duty at any time.
- Operating a City vehicle within four (4) hours after consuming any amount of alcohol. An on-call employee who consumes any amount of alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.
- The unauthorized use or distribution of prescription drugs on City premises, in City vehicles, or while on duty at any time.
- The use of any legally obtained drug (prescription or over-the-counter) when such use adversely affects an employee's job performance, their safety or the safety of others, or any combination thereof.
- Violations of this policy.
- Employees who are taking medically prescribed or over-the-counter drugs should notify their supervisor if the medication may cause a direct threat by impairing job performance of safety-sensitive functions. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana under all circumstances, including where the employee has a medical prescription or a medical marijuana green card.

Any employee found in violation of the above stated prohibitions will be subject to disciplinary action up to and including termination.

REFUSAL TO SUBMIT

An employee may not refuse to submit to a post-accident, reasonable suspicion, or follow-up alcohol or drug test as directed by this policy. A refusal is treated as though the test, if taken, was positive.

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT

Employees are subject to disciplinary action up to and including termination (and as specified in the Personnel Policies) for violating this policy. All employees, regardless of disciplinary action, will be advised of resources available for assistance with drug or alcohol misuse.

Employees who violate this policy but whose employment is not terminated will not be permitted to return to work unless the employee:

1. has been evaluated by a SAP; and
2. if recommended by a SAP, has properly followed any rehabilitation prescribed; and
3. has had a post-treatment evaluation by the original SAP and is released to return to work; and,
4. has a verified negative return-to-duty test. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

An employee who successfully returns to work will be subject to follow-up random testing as recommended by the SAP with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

PART II: POLICIES THAT APPLY TO EMPLOYEES WITH COMMERCIAL DRIVER'S LICENSES

Purpose

The purpose of this part of this policy is to establish compliance with the Federal Motor Carriers Safety Administration regulations requiring drug and alcohol testing for Commercial Driver's License holders. Regulations issued by the United States Department of Transportation mandate urine drug and evidential breath alcohol testing for employees in safety sensitive positions, including those who are required to hold certain Commercial Driver's Licenses. These regulations may be found in 49 CFR Part 40 and Part 382 of the U.S. Code. This policy sets forth the City of Stanwood alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

Application

Part II applies to all employees of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of their job.

Policy

The City has a significant interest in the health and safety of its employees and the citizens of the City of Stanwood. In furtherance of that interest, it is the policy of the City to take those steps necessary to ensure that its employees perform their duties and responsibilities free of the influence of drugs and alcohol. Employees are encouraged to seek confidential counseling on problems associated with alcohol and drug abuse through the Employee Assistance Program. There will be mandatory drug and alcohol testing for employees and job applicants as outlined in this part of this policy.

Definitions

Commercial Vehicle - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials.

Driver - All employees whose positions may involve driving a commercial vehicle and which require the possession of a Commercial Driver's License.

Drugs - For the purposes of this policy, in accordance with the applicable federal regulations for Commercial Driver's License holders, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines. Nothing in this policy shall preclude the City from requesting testing for additional illegal or controlled substances taken without a valid prescription, including but not limited to synthetic opiates.

Follow Up-An employee who is referred for assistance related to alcohol misuse and/or use of drugs may be subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Medical Review Officer (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

Pre-Employment – After receiving a conditional offer of employment, applicants whose position requires a CDL are required to submit to, and successfully pass, a drug test.

Reasonable Suspicion – Reasonable suspicion is based on specific personal observations that a City of Stanwood Human Resource representative or a supervisor can describe and document (using a Reasonable Suspicion Testing and Documentation Form) regarding an employee's current appearance, behavior, speech and breath odor or other factors that suggests the employee is under the influence of alcohol or drugs.

Return to Duty-Employees who have violated this policy and who under the discipline policy

are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Safety Sensitive Position - For purposes of this part (Part II) of this policy, these are positions that require a Commercial Driver's License.

Substance Abuse Professional (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. The SAP is responsible for evaluating employees with positive test results.

Prohibited Conduct.

The following conduct regarding alcohol and drug use or abuse is prohibited:

A. Alcohol

- An employee may not report for or remain on duty requiring the performance of duties covered under this policy while having an alcohol concentration of 0.02 or greater.
- An employee may not possess or use alcohol while on duty or while operating a City vehicle.
- An employee may not operate a commercial vehicle within four (4) hours after consuming alcohol. An on-call employee who consumes alcohol within four (4) hours of being called in must acknowledge the use of alcohol and may not report for duty.

B. Drugs

Reporting for duty or remaining on duty when the employee has used a drug or drugs is strictly prohibited, as defined with these adopted policies.

C. Use of Prescription Medication

Except for medical marijuana, use of prescription medication or over-the-counter medication pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle is not a violation of this policy. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must inform their supervisor and may be required to provide written notice from their physician or pharmacist with respect to the effects of such substances and their ability to safely and effectively perform their job. Employees are prohibited from distributing, possessing, or reporting to work under the influence of marijuana even if the employee has a medical marijuana prescription or medical marijuana green card.

D. Refusal to Submit to a Required Test

An employee may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or drug test as directed by this part of this policy. A refusal is treated as though the test, if taken, was positive.

E. Positive Drug Test

An employee may not report for duty or remain on duty requiring the performance of duties covered under this policy if the employee tests positive for drugs or alcohol.

F. Tampering with a Required Test

An employee may not tamper with, adulterate, alter, substitute or otherwise obstruct any testing process required under this policy. Tampering, adulteration, substitution, or other interference with the collection and testing process are considered a refusal to test.

Testing

1. Pre-employment Drug Testing

All individuals who are covered by this part of this policy must pass a drug test as a post-offer condition of employment.

2. Reasonable Suspicion Testing

Employees subject to this part of this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulated observations. Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- a) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- b) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

3. Post-Accident Testing

All employees covered by Part II of this policy will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road or right-of-way which results in:

- a) A fatality OR
- b) The driver receives a citation under state or local law for a moving violation AND
 - i. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR
 - ii. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

- iii. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within thirty-two (32) hours.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel and remaining readily available for testing. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to a medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

Random Testing

Employees covered by these procedures have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is fifty (50) percent of the pool of employees covered by this policy for drug testing and ten (10) percent of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed immediately and directly to the collection site for testing.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

Return to Duty Testing

Employees who have violated Part II of this policy, including those who have tested positive on a drug or alcohol test, and who are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed sixty (60) months as directed by a Substance Abuse Professional. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional, but will not be less than six (6) tests in the first twelve (12) months following the employee's return to duty.

Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

Refusal To Take An Alcohol Or Drug Test.

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. a failure to provide adequate breath for testing without a valid medical explanation;
- b. failure to provide adequate urine for drug testing without a valid medical explanation;
- c. engaging in conduct that obstructs the testing process;
- d. failure to appear for a test;
- e. failure to remain at the testing site until the testing process is completed;
- f. failure to permit the monitoring of the provision of a specimen as directed by the collector;
- g. failure to take a second test as directed by the collector;
- h. tampering with a urine sample;
- i. failure to complete all required forms and documents.

Refusal to submit to a test shall be considered the same as a positive test result.

Securing Information From Previous Employers.

If a person is to be hired into a position subject to this part of this policy and during the previous two (2) years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two (2) years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers

within twenty-eight (28) days of the person performing safety sensitive duties for the first time.

Applicants are directed to disclose to the City any positive federal drug tests taken for entities other than bona fide employers within the previous two years.

If the City obtains information that indicates either a positive test or that a refusal to be tested occurred within the past two (2) years, that person will not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional (SAP) was made, return to duty testing was administered, and the individual remains in compliance with the return to duty provisions outlined by the original SAP.

Confidentiality and Record Retention.

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

Consequences of Engaging in Prohibited Conduct or Positive Drug or Alcohol Tests.

Discipline

An employee will be subject to appropriate disciplinary action as specified in the Personnel Policies up to and including termination from employment if:

1. the employee tests positive for a drug or drugs;
2. results from an alcohol test indicate a breath alcohol level of 0.04 or greater; and/or,
3. the employee has engaged in prohibited conduct as outlined in the Personnel Policies.

All employees, regardless of disciplinary action taken, will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

Positive Test Result and/or Engaging in Prohibited Conduct.

The following provisions apply to employees who are not terminated for violating this policy:

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of 0.02 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in the Personnel Policies, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has had a post-treatment evaluation by the original SAP; and,
4. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional, with a minimum of six (6) such unscheduled tests within the first twelve (12) months of returning to duty.

Employee Assistance Program/Voluntary Referral.

The City supports employees who voluntarily seek assistance with alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program described in Part III. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this part of this policy or other policies of the City.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as with other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

PART III: POLICIES APPLICABLE TO ALL EMPLOYEES

RESOURCES

Designated Employer Representative (DER)

The Finance Director/City Clerk has been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance.

Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact the EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact the Human Resources Department.

Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Sites:

Skagit Valley Occupational Medicine
1400 E. Kincaid

Mt. Vernon, WA 98224
(360) 848-4150

Testing Laboratory, as approved by the US Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386.2661

Medical Review Officer

DrugFree Business MRO Services
Dee McGonigle, MD
18912 North Creek Parkway, Suite 202
Bothell, WA 98011
(866) 448-0651

Substance Abuse Professional

Compsych
1.800.570.9315

Compsych will refer caller to a Substance Abuse Professional in the local area.

TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs if being hired into a job requiring a CDL, or as determined by the City.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in the City rescinding the conditional offer of employment. The individual will only be eligible to re-apply for a position covered by these procedures after six (6) months. Proof of compliance with USDOT return-to-duty regulations will be required. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy.

Random Testing

1. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

2. Dilute Specimens

If a test is reported to the City with a result of "Negative Dilute", the City will require the employee to take another test immediately in the following circumstances: for pre-employment, return to duty, reasonable cause, and follow up. The result of the recollection shall become the official test of record.

TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Pre-employment
- e. Follow-up testing
- f. Return to duty testing

2. Employees are responsible for the costs associated with the following tests:

Split sample re-tests made at the employee's request

Split sample testing will be initiated by the MRO immediately upon the request of the donor without regard to which party will ultimately be responsible for payment. However, the City will pursue reimbursement from the donor if the split test reconfirms the original positive result.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Follow-up testing

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on paid leave pending the outcome of the test results. Such employees are

eligible to use accrued vacation or sick leave during this time. If the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

3. **Waiting to Return to Duty**

An employee who receives a positive drug test or who tests 0.02 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the above policies. Such employee may use accrued vacation or sick leave during this absence.

TESTING METHODS

A. Drug Testing

Drug testing requires donors to provide a urine specimen of at least 45 ml to be tested. The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO).

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath testing (EBT) device operated by a trained breath alcohol technician (BAT) at the collection site.

TRAINING AND EDUCATION

The City will provide all affected employees with copies of the Drug and Alcohol Testing Policy and other information as may be required by the federal regulations. Each employee must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require an employee to undergo alcohol or drug testing will receive at least sixty (60) minutes of training on alcohol and sixty (60) additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

POLICY MODIFICATIONS

The City reserves the right to amend this policy as required by changes to Federal law, State law, accepted industry practice, or for minor administrative modifications. Employees will be notified in writing of any changes made that affect them.



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 11e

DATE: January 12, 2023

SUBJECT: Proposed Resolution to Adopt the City's Salary and Benefits Schedule for 2023

CONTACT PERSON: Pat Adams, Human Resources Manager

ATTACHMENT: Resolution 2023-01 Salary & Benefit Schedule

PURPOSE

The purpose of this agenda item is for Council approval of Resolution 2023-01, establishing the City's 2023 compensation and benefits schedule for its employees.

BACKGROUND

Salary and Benefits Study

The last citywide salary study and pay structure review was conducted in 2017. Over the past five years, the City has conducted independent salary reviews on a few of its open positions where the City was having difficulty attracting experienced and qualified candidates due to below market compensation. Although the salary studies did address and correct the City's immediate recruitment concerns regarding compensation, implementing those changes also served to create further compression and structural disconnections within the City's existing salary schedules, which resulted in positions falling behind market.

In order to address and correct these issues, the City's Human Resources Manager conducted and completed a citywide compensation and salary structure review. The method used to conduct this study involved working with the union to identify the appropriate comparable city agencies to be used to base employee salary comparisons. The City's final adopted comparable cities provided a balanced blend of both technical considerations related to population, and also services provided (i.e., water/wastewater services, etc.), as well as the realistic factors related to the City's local labor market competitors. As a result, the following nine (9) comparable agencies were agreed to and used to conduct the City's salary study:

1. Anacortes	7. Sequim
2. Blaine	8. Snohomish
3. Burlington	9. Snoqualmie
4. Duvall	
5. Lake Stevens	
6. Ridgefield	

Salaries were established by comparable mean salary range for all classifications. The mean statistic is based on data which represents the average of the data set.

A notable recommended change to the public works salary plan was to provide between 4% to 10% increases to the Public Works Technician I and II classifications. The City has had great difficulties in recruiting and retaining these staff members due to the City's low entry level pay when compared with our labor market competitors. This recommended salary change will greatly assist the City in being more competitive in the labor market and in its ability to attract and retain the most experienced and skilled maintenance staff, while also recognizing and appropriately compensating our existing experienced, dedicated, and skilled maintenance employees (Public Works Technician II). There were also notable increases to the Water Plant Operator and the Accounting Specialist classifications.

In addition to changes to the compensation plan as a result of the study, the City also reviewed its existing salary structure. This review included an examination of the existing pay schedules to address any internal alignment inequities and ambiguities for both represented and non-represented personnel. All salary schedules have been updated to ensure consistency between steps and classification levels. This includes maintaining at least a 5% difference between steps and at least a 7.5% difference between classification levels throughout the City-wide schedules. This will allow for improved career progression between positions, consistency throughout all pay grades, slotting of jobs (internal alignment) to the schedule when appropriate market data is not available, and will serve as a foundation by which to maintain our salary structure in future years.

In order to mitigate the cost of implementing the compensation study, the City is recommending represented employee placement at the step that is closest to their January 1, 2023 salary after a 5% cost-of-living increase, and will move an additional step on their anniversary date to fully implement the salary adjustments in 2023. Non-represented employees will be placed at the step providing for at least a 5% increase and will remain at that step until January 1, 2024. The Public Works and Administrative bargaining units approved implementation and the restructuring of the City's salary plans as part of their contract on January 3, 2023.

Through adoption of the 2023 salary schedules, which will also serve to implement the most recent compensation study results, I am highly confident it will provide an invaluable tool to the City now and in future years for compensating and maintaining consistency and equity in administering the City's pay plans and recruitment efforts.

Represented Employees

There are two bargaining units within the City: Teamsters – Public Works and Teamsters – Administrative (hereinafter referred to collectively as “Teamsters”). The City recently completed negotiations for 3-year contracts expiring on December 31, 2025.

The Teamsters Collective Bargaining Agreements include full implementation of the recently completed salary study in 2023, and a 5% Cost of Living Adjustment (COLA). The City will provide wage increases in 2024 and 2025 equivalent to 100% of the U.S. Bureau of Labor Statistics’ Consumer Price Index-Urban Consumers (CPI-U) for the West Region, Size B/C Cities, June to June, with a minimum of 1% and a maximum of 5%. Due to the questionable economic outlook in 2024 and 2025, the City has established minimum and maximum increases to the salary tables, which will provide some predictability in a potentially unstable market.

The represented employees medical plan premium rate increase was 4.8% and the dental insurance premiums are unchanged from 2022 to 2023, which are within budgeted premium increases of 6%.

Non-represented Employees

All City employees not represented by the Teamsters are considered non-represented employees. Staff proposes the non-represented employees continue to be offered health benefits from the Association of Washington Cities (AWC) Benefit Trust in 2023. Premium increases for AWC Benefit plans were 4.5% for the Regence plans and 7% for the Kaiser Permanente plans. There were no increases to the dental or vision plans.

Salary Schedule Adjustment – Provides for a two-year implementation (three-year implementation for City Administrator) of the salary study and a 7.0 percent cost of living adjustment (COLA) for non-represented employees, based on the most recent U.S. Department of Labor Consumer Price index for Urban Consumers in the West (CPI-U), for cities of population less than 2.5 million. The December 30, 2022 CPI-U reported the rate for the period ending November 30, 2022 as 7.2%. This is the rate the City has historically used as it most closely tracks the cost of labor.

Dental Plan Coverage – Delta Dental Plan J, and the Willamette Dental \$15 copay plan.

High Deductible Plan - A high-deductible plan is a lower premium cost plan offered by AWC and is combined with a Health Savings Account (HSA). Beginning in 2020, this plan has been offered to employees with an incentive HSA contribution in the first two years then an ongoing HSA contribution of \$3,600 (\$1,800 for employees with no dependents). This incentivized contribution was calculated to be cost neutral with respect to the HF \$250 plan over a three-year period.

Human Resources completed a City-wide salary and benefits study prior to entering into union contract negotiations. The main focus was to ensure that employees are recognized for the level and scope of their work performance and are paid on a fair and competitive basis, allowing the City to recruit and retain high-quality staff. Further, we want to ensure that internal relationships of salaries are based upon objective and measurable evaluation

factors, resulting in equity across City classifications. The results of the salary study are reflected in the attached Resolution and will begin implementation in 2023.

FINANCIAL IMPACT

The financial impact of the salary study implementation and COLA, by fund, is reflected in the table below. It is important to note that the 2024 increase is budgeted at 5%, which is the maximum agreed to in collective bargaining, but will be determined by the consumer price index reading in June of 2023.

Changes to Salary & Benefits							
	Current budget			Amended Budget		Increase	
Fund	2023	2024		2023	2024	2023	2024
General	\$ 2,248,905	\$ 2,363,446		\$ 2,421,227	\$ 2,659,058	\$ 172,322	\$ 295,612
Streets	\$ 297,490	\$ 305,938		\$ 335,012	\$ 329,254	\$ 37,522	\$ 23,316
Sewer	\$ 811,606	\$ 810,323		\$ 879,686	\$ 985,305	\$ 68,080	\$ 174,982
Drainage	\$ 281,532	\$ 295,923		\$ 308,810	\$ 298,478	\$ 27,278	\$ 2,555
Water	\$ 692,000	\$ 726,600		\$ 767,239	\$ 760,620	\$ 75,239	\$ 34,020
Totals	\$ 4,331,533	\$ 4,502,230		\$ 4,711,974	\$ 5,032,715	\$ 380,441	\$ 530,485
Percentage Increases						8.8%	11.8%

RECOMMENDED MOTION

I MOVE TO PASS RESOLUTION 2023-01 ADOPTING AND UPDATING THE SALARY AND BENEFITS SCHEDULE FOR CITY EMPLOYEES EFFECTIVE JANUARY 1, 2023.

CITY OF STANWOOD
Stanwood, Washington

RESOLUTION 2023-01

**A RESOLUTION OF THE CITY OF STANWOOD, WASHINGTON ADOPTING
A SALARY AND BENEFIT SCHEDULE FOR CITY EMPLOYEES EFFECTIVE
JANUARY 1, 2023.**

WHEREAS, it is necessary and appropriate to establish the salary and benefits schedule for employees and elected officials of the City of Stanwood by Resolution of the City Council; and

WHEREAS, pursuant to RCW 35A.11.020, the City Council has the power to fix the compensation and working conditions of its officers and employees; and

WHEREAS, on January 12, 2023, the City Council approved agreements by and between the City of Stanwood and Teamsters Local Union No. 231 (representing the Administrative and Public Works employees) for the period from January 1, 2023 through December 31, 2025; and

WHEREAS, on December 30, 2022, the Bureau of Labor Statistics most recent consumer price index for urban wage earners in the West, for cities of population less than 2.5 million, reported the rate for the period ending November 30, 2022 as 7.2%, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, AS FOLLOWS:

Section 1: Adopting Pay and Benefits for Teamsters Administrative Employees

That the monthly base compensation for City employees represented by Teamsters Local Union No. 231 (representing the Administrative Employees), shall be as set forth below:

<u>Classifications</u>	<u>Minimum</u>	<u>Maximum</u>
Associate Planner/GIS Analyst	\$5,874	\$7,226
Accounting Specialist	\$5,376	\$6,948
Public Works Office Specialist (New)	\$5,376	\$6,948
Deputy City Clerk	\$5,376	\$6,948
Permit Specialist/Planner	\$5,226	\$6,390
Administrative Assistant	\$5,226	\$6,390
Accounting Technician II	\$5,226	\$6,390
Police Records Clerk	\$5,226	\$6,390
Permit Specialist	\$4,918	\$6,033
Accounting Technician I	\$4,580	\$5,620
Accounting Clerk	\$4,580	\$5,620

Other compensation and benefits for City Teamsters Administrative Employees are set forth in the current Collective Bargaining Agreement. In addition, the City will provide AWC Standard Long Term Disability Insurance, Option 1, Standard Life Insurance, and the Vision Service Plan (VSP) \$0 Copay plan.

Section 2: Adopting Pay and Benefits for Teamsters Public Works Employees

That the monthly base compensation for City employees represented by Teamsters Local Union No. 231 (representing the Public Works Employees), shall be as set forth below:

Classifications	Minimum	Maximum
PW Technician I	\$4,555	\$5,886
PW Technician II	\$5,138	\$6,639
Water Plant Operator I	\$5,209	\$6,733
WW Treatment Plant Operator II	\$5,471	\$7,070
Water Plant Operator II	\$5,561	\$7,186
Engineering Technician	\$5,586	\$7,218
WW Treatment Plant Operator III	\$5,853	\$7,564
PW Lead Person (Water/Parks/Streets)	\$6,204	\$8,018
WW Treatment Plant Operator Lead	\$6,452	\$8,338

Other pay and benefits for City Teamsters Public Works Employees are set forth in the current Collective Bargaining Agreement. In addition, the City will provide AWC Standard Long Term Disability Insurance, Option 1, Standard Life Insurance, and the Vision Service Plan (VSP) \$0 Copay plan.

Section 3: Adopting Pay and Benefits for Non-Represented Employees

That the monthly base compensation for City employees and elected officials who are not represented by a union or bargaining group subject to adjustments as contained herein as set forth below, which represents a 7.0% cost-of-living adjustment from 2022.

Classification	Minimum	Maximum
City Administrator	\$14,503	\$16,382
Public Works Director	\$11,938	\$13,485
Finance Director	\$11,568	\$13,067
Community Development Director	\$11,568	\$13,067
City Engineer/Capital Projects Manager	\$10,789	\$12,143
Human Resources Manager	\$9,338	\$10,613
Finance Manager	\$9,338	\$10,613
Public Works Supervisor	\$9,338	\$10,613
Parks Planning Manager	\$8,515	\$9,583
Associate Engineer	\$8,515	\$9,583
Building Official	\$8,515	\$9,583
City Clerk	\$8,515	\$9,583
Senior Planner	\$8,044	\$9,086
Economic Development & Marketing Mgr.	\$7,810	\$8,790
Communications Manager	\$7,810	\$8,790
Planner	\$7,003	\$7,911

a) Health Insurance and Retirement Benefits

The City of Stanwood currently provides the following benefits for full-time non-represented employees:

- Medical –
 - 1) Regence Health First 250 Plan—The City pays 100% of the employee share, and 91% of spouse and dependent premiums and the employee shall pay 9%.
 - 2) Kaiser Permanente \$200 deductible - The City pays 100% of the employee, spouse and dependent premiums.
 - 3) Health First High Deductible Plan, or Kaiser Permanente High Deductible Plan. The City pays 100% of the employee, spouse and dependent premiums and will make the following Health Savings Account contributions. The initial incentive amounts will be paid in January of each year, and the regular H.S.A. contribution will be paid in 1/12th installments monthly.

	Year One		Year Two		All Future years	
	H.S.A.	Incentive	H.S.A.	Incentive	H.S.A.	Incentive
Family	\$ 3,000	\$ 4,200	\$ 3,000	\$ 4,200	\$ 3,600	\$ -
Single	\$ 1,500	\$ 2,100	\$ 1,500	\$ 2,100	\$ 1,800	\$ -

- Regular, full-time non-represented employees are able to voluntarily decline medical insurance coverage for themselves or their eligible family members and receive a monthly financial incentive for doing so. The incentive amount is to be half the savings from the employee, spouse or dependent not included in the monthly medical premium.
- The City pays 100% of the dental and vision premiums for employee, spouse and dependent:
 - 1) Delta Dental Plan J
 - 2) Willamette Dental \$15 Copay Plan
 - 3) Vision Service Plan (VSP) \$0 Copay Plan
- \$10,000 life insurance paid by the City.
- Public Employees Retirement System (PERS). Benefit levels and contributions are set by the State of Washington.
- Deferred Compensation Plans. The City offers participation in two Deferred Compensation Plans, which allows employees to make tax deferred deposits up to dollar limits defined by the IRS, as follows:
 - 1) Empower Retirement Deferred Compensation Plan
 - 2) MissionSquare Retirement (formerly ICMA-RC)
 - 3) Washington State Deferred Compensation Plan

All non-represented staff shall be eligible for a City contribution of \$120 per month, toward their deferred compensation plan.

- AWC Standard Long Term Disability insurance, Option 1

b) Other Benefits as Provided in the Personnel Policy Manual

The City of Stanwood provides other benefits to its employees as set forth in the Personnel Policy Manual as approved by the City Council.

ADOPTED by the City Council and **APPROVED** by the Mayor this 12th day of January, 2023.

CITY OF STANWOOD

By _____
Sid Roberts, Mayor

ATTEST:

By _____
Lisa Sokolik, City Clerk



**CITY OF STANWOOD
CITY COUNCIL
AGENDA STAFF REPORT**

ITEM NUMBER: 11f
DATE: January 12, 2023
SUBJECT: 2023-24 Budget Amendment One
CONTACT PERSON: David A. Hammond, Finance Director
ATTACHMENT: A – Ordinance 1511: 2023-2024 Budget Amendment One

PURPOSE

The issue before council is to hold the first and second reading and final adoption of Ordinance 1511 - 2023-2024 Budget Amendment One.

RECOMMENDATION

Review requested amendments and approve first and second reading and adoption of Ordinance 1511 to amend the 2023-2024 Budget.

SUMMARY

This report provides staff recommended adjustments to the 2023-2024 budget. The recommended changes include increases to finance newly approved collective bargaining agreements and salary schedules. Other changes include updated beginning fund balances, revisions to revenue estimates, and one fund transfer change.

Fund Balance Changes

The original 2023-2024 budget relied on the city's financial results as of September, but this amendment can use actual data for 2022. Because the city budgets conservatively, the actuals are better than forecast. The table below provides details for updated beginning fund balances.

2023 Beginning Fund Balance Changes			
Fund	Current	Revised	change
General	\$ 5,970,652	\$ 6,502,324	\$ 531,672
Sewer	\$ 1,102,716	\$ 1,400,000	\$ 297,284
Drainage	\$ 154,727	\$ 450,000	\$ 295,273
Water	\$ 800,000	\$ 1,050,000	\$ 250,000
Building	\$ 2,683,987	\$ 2,852,000	\$ 168,013

Revenue estimate changes:

The table below provides details of changes to revenue estimates for 2023.

Fund	Current budget Revenue		Amended Budget Revenue		Increase	
	2023	2024	2023	2024	2023	2024
General	\$ 6,604,679	\$ 6,698,973	\$ 6,830,679	\$ 6,925,973	\$ 226,000	\$ 227,000
Streets	\$ 534,500	\$ 596,445	\$ 564,500	\$ 656,445	\$ 30,000	\$ 60,000
Sewer	\$ 2,802,398	\$ 2,908,347	\$ 3,051,684	\$ 3,159,259	\$ 249,286	\$ 250,912
Drainage	\$ 1,379,665	\$ 1,510,733	\$ 1,578,680	\$ 1,708,004	\$ 199,015	\$ 197,271
Water	\$ 2,403,831	\$ 2,471,846	\$ 2,478,182	\$ 2,543,082	\$ 74,351	\$ 71,236
Totals	\$ 13,725,073	\$ 14,186,344	\$ 14,503,725	\$ 14,992,763	\$ 778,652	\$ 806,419

Salary and Benefit changes:

Changes to Salary & Benefits						
Fund	Current budget		Amended Budget		Increase	
	2023	2024	2023	2024	2023	2024
General	\$ 2,248,905	\$ 2,363,446	\$ 2,421,227	\$ 2,659,058	\$ 172,322	\$ 295,612
Streets	\$ 297,490	\$ 305,938	\$ 335,012	\$ 329,254	\$ 37,522	\$ 23,316
Sewer	\$ 811,606	\$ 810,323	\$ 879,686	\$ 985,305	\$ 68,080	\$ 174,982
Drainage	\$ 281,532	\$ 295,923	\$ 308,810	\$ 298,478	\$ 27,278	\$ 2,555
Water	\$ 692,000	\$ 726,600	\$ 767,239	\$ 760,620	\$ 75,239	\$ 34,020
Totals	\$ 4,331,533	\$ 4,502,230	\$ 4,711,974	\$ 5,032,715	\$ 380,441	\$ 530,485
Percentage Increases					8.8%	11.8%

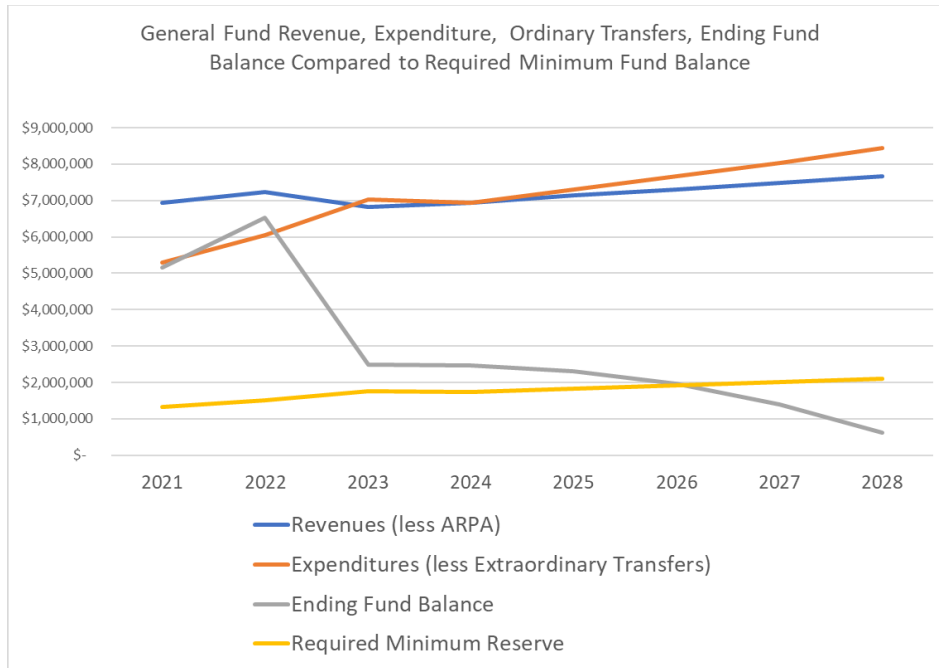
Miscellaneous transfers and corrections:

The net result of increased beginning fund balances in the general fund, revised revenue estimates and financing the updated salary and benefit schedule is an increased transfer to the Building Construction Fund. The original budget approved a 2023 transfer of \$600,000, which has been revised to \$1,000,000.

Six Year Forecast

With respect to the utility funds, the increased expenditure appropriation remains in line with the city's 2018 rate analysis and six-year rate plan (2019 to 2024), and a rate review is budgeted this biennium to plan for the next six years.

With respect to the General Fund the city's outlook for the biennium and into 2025 remains positive, but as the chart and data on the following page depict, there are headwinds in the out years, and risk of continued rising inflation or an economic downturn, as well as rising public safety costs that will need to be closely monitored.



Data supporting six-year outlook are provided on the following page.

	2021	2022	2023	2024	2025	2026	2027	2028
Beginning Fund Balance	\$ 4,428,700	\$ 5,152,241	\$ 6,521,008	\$ 2,483,989	\$ 2,467,657	\$ 2,311,971	\$ 1,962,999	\$ 1,406,624
General Fund Revenue								
Property tax	\$ 1,826,734	\$ 1,939,484	\$ 2,032,948	\$ 2,064,249				
Sales tax	\$ 2,523,757	\$ 2,565,845	\$ 2,401,392	\$ 2,456,184				
Utility tax	\$ 1,176,351	\$ 1,383,328	\$ 1,303,360	\$ 1,355,144				
Licenses & permits	\$ 510,985	\$ 438,551	\$ 377,130	\$ 386,558				
Charges for Services	\$ 388,009	\$ 508,862	\$ 313,800	\$ 321,645				
State pass-through	\$ 1,398,640	\$ 1,364,795	\$ 305,619	\$ 265,571				
Fines & Misc.	\$ 139,941	\$ 58,890	\$ 96,125	\$ 77,526				
	\$ 7,964,417	\$ 8,259,755	\$ 6,830,374	\$ 6,926,877	\$ 7,134,683	\$ 7,305,916	\$ 7,481,258	\$ 7,660,808
Less: ARPA	\$ 1,018,070	\$ 1,018,070						
	\$ 6,946,347	\$ 7,241,685	\$ 6,830,374	\$ 6,926,877	\$ 7,134,683	\$ 7,305,916	\$ 7,481,258	\$ 7,660,808
General Fund Expenditure								
Operating Expenditures:								
Salaries and Wages	\$ 1,352,689	\$ 1,450,896	\$ 1,715,839	\$ 1,920,207				
Personnel Benefits	\$ 520,807	\$ 562,254	\$ 708,112	\$ 738,851				
Supplies	\$ 39,088	\$ 89,624	\$ 72,425	\$ 81,067				
Services	\$ 448,427	\$ 694,411	\$ 728,403	\$ 710,976				
Professional Services	\$ 447,904	\$ 549,989	\$ 888,019	\$ 540,985				
Police Services Contracts	\$ 1,880,685	\$ 1,999,071	\$ 2,111,430	\$ 2,248,673				
Capital	\$ 13,500	\$ 10,400	\$ 25,000	\$ 26,250				
Operating Subtotal	\$ 4,703,100	\$ 5,356,645	\$ 6,249,228	\$ 6,267,009	\$ 6,580,359	\$ 6,909,377	\$ 7,254,846	\$ 7,617,589
Transfers Out:								
Streets	\$ 300,000	\$ 340,000	\$ 370,000	\$ 400,000				
Equipment	\$ 110,710	\$ 90,343	\$ 80,165	\$ 47,000				
Tourism	\$ 43,750	\$ 105,000	\$ 80,000	\$ 80,000				
Contingency	\$ 34,313	\$ 50,000	\$ 138,000	\$ 40,000				
Water (Hydrant Reimb.)	\$ 100,000	\$ 100,000	\$ 110,000	\$ 109,200				
Ordinary Transfers Out Subtotal	\$ 588,773	\$ 685,343	\$ 778,165	\$ 676,200				
Operating and Ordinary Transfers	\$ 5,291,873	\$ 6,041,988	\$ 7,027,393	\$ 6,943,209	\$ 7,290,369	\$ 7,654,888	\$ 8,037,632	\$ 8,439,514
Extraordinary Transfers								
Floodwall		\$ 564,000	\$ 150,000					
Street Construction		\$ 285,000	\$ 1,190,000					
Parks Construction	\$ 449,003		\$ 1,500,000					
Facilities Capital	\$ 1,500,000		\$ 1,000,000					
Transfers Out Total	\$ 2,537,776	\$ 1,534,343	\$ 4,618,165	\$ 676,200				
Total Expenditures	\$ 7,240,876	\$ 6,890,988	\$ 10,867,393	\$ 6,943,209				
Ending Fund Balance	\$ 5,152,241	\$ 6,521,008	\$ 2,483,989	\$ 2,467,657	\$ 2,311,971	\$ 1,962,999	\$ 1,406,624	\$ 627,918
Required Minimum Reserve	\$ 1,322,968	\$ 1,510,497	\$ 1,756,848	\$ 1,735,802	\$ 1,822,592	\$ 1,913,722	\$ 2,009,408	\$ 2,109,878

Note: Data highlighted in yellow reflect values affected by this budget amendment.

COMMITTEE REVIEW

This amendment has not been reviewed by the Finance Committee.

RECOMMENDED MOTION

I MOVE TO APPROVE THE FIRST AND SECOND READING AND FINAL ADOPTION OF ORDINANCE 1511 AMENDING THE 2023-2024 BUDGET AS PRESENTED

**CITY OF STANWOOD
WASHINGTON**

ORDINANCE NO. 1511

**AN ORDINANCE OF THE CITY OF STANWOOD, WASHINGTON,
AMENDING ORDINANCE 1509 RELATING TO THE 2023-2024 BUDGET**

WHEREAS, the City previously adopted the 2023 and 2024 biennial budget pursuant to Ordinance 1509; and

WHEREAS, by law the City may not have expenditures in excess of budgeted appropriations for an individual fund; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANWOOD, WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1509 is hereby amended to reflect the totals of 2023 and 2024 amended budgeted revenues and appropriations for each separate fund as set forth in summary form in Exhibit 1.

Section 2. Except as provided herein and any prior amendments, all provisions of Ordinance 1509 shall remain in full force and effect unchanged.

ADOPTED by the Stanwood City Council and APPROVED by the Mayor this **12th day of January 2023.**

CITY OF STANWOOD

Sid Roberts, Mayor

ATTEST:

By: _____
Lisa Sokolik, City Clerk

APPROVED AS TO FORM:

By: _____
Nikki Thompson, City Attorney

Date of Publication: _____

Effective Date: _____

EXHIBIT 1

Fund Name	Beginning 2023 FB	Revenues			Expenditures			2024 Ending Fund Balance
		2023	2024	Total	2023	2024	Total	
General Fund	\$ 6,502,324	6,830,679	6,925,973	\$ 13,756,652	10,859,393	6,943,709	\$ 17,803,102	\$ 2,455,874
Street Operating	\$ 287,594	564,500	656,445	\$ 1,220,945	680,882	667,157	\$ 1,348,039	\$ 160,500
Street Impact Fees	\$ 980,278	42,239	39,239	\$ 81,478	605,000	57,920	\$ 662,920	\$ 398,836
Street Capital	\$ 343,545	4,926,400	1,826,345	\$ 6,752,745	4,980,800	1,819,490	\$ 6,800,290	\$ 296,000
Park & Trail Capital	\$ 1,950,000	4,680,660	975,900	\$ 5,656,560	4,218,000	910,000	\$ 5,128,000	\$ 2,478,560
Park Impact Fees	\$ 23,592	71,040	71,040	\$ 142,080	50,000	50,000	\$ 100,000	\$ 65,672
Equipment Reserve	\$ 527,238	187,565	136,400	\$ 323,965	186,298	135,000	\$ 321,298	\$ 529,905
Transportation Benefit Fund	\$ 480,000	484,860	491,907	\$ 976,767	800,000	636,245	\$ 1,436,245	\$ 20,522
Contingency	\$ 481,289	142,000	44,000	\$ 186,000	-	-	\$ 0	\$ 667,289
Building Improvement Fund	\$ 2,852,000	1,085,000	595,000	\$ 1,680,000	890,000	-	\$ 890,000	\$ 3,642,000
Tourism And Promotion	\$ 26,851	91,000	96,000	\$ 187,000	102,000	99,500	\$ 201,500	\$ 12,351
REET 1: Capital Improvements	\$ 1,303,975	262,000	260,000	\$ 522,000	800,000	1,000,000	\$ 1,800,000	\$ 25,975
REET 2 - Growth Management	\$ 1,231,360	256,000	256,000	\$ 512,000	1,200,000	472,280	\$ 1,672,280	\$ 71,080
Debt Service Fund	\$ 21,036	-	-	\$ 0	21,036	-	\$ 21,036	\$ 0
Sewer Operating	\$ 1,400,000	3,051,684	3,159,259	\$ 6,210,943	3,207,655	3,099,252	\$ 6,306,907	\$ 1,304,036
Sewer Capital	\$ 4,287,701	735,400	5,250,800	\$ 5,986,200	2,560,000	5,825,000	\$ 8,385,000	\$ 1,888,901
Sewer Plant Investment	\$ 542,968	25,040	30,000	\$ 55,040	500,000	30,000	\$ 530,000	\$ 68,008
Sewer Equipment Reserve	\$ 773,533	170,000	64,040	\$ 234,040	349,000	-	\$ 349,000	\$ 658,573
Drainage Operating	\$ 450,000	1,578,680	1,708,004	\$ 3,286,684	1,138,703	1,340,998	\$ 2,479,701	\$ 1,256,983
Drainage Capital	\$ 4,200,000	6,662,000	594,210	\$ 7,256,210	10,804,000	500,000	\$ 11,304,000	\$ 152,210
Drainage Plant Investment	\$ 164,840	57,260	57,260	\$ 114,520	200,500	70,000	\$ 270,500	\$ 8,860
Drainage Equipment Reserve	\$ 375,000	64,600	79,600	\$ 144,200	92,298	-	\$ 92,298	\$ 426,902
Water Operating	\$ 1,050,000	2,478,182	2,543,082	\$ 5,021,264	2,778,022	2,505,131	\$ 5,283,153	\$ 788,111
Water Capital	\$ 2,200,000	1,228,800	508,800	\$ 1,737,600	1,245,000	155,000	\$ 1,400,000	\$ 2,537,600
Cedar Home Plant Investment Fees	\$ 325,000	7,100	7,100	\$ 14,200	10,000	10,300	\$ 20,300	\$ 318,900
Water Plant Investment Fees	\$ 945,970	30,000	30,000	\$ 60,000	800,000	150,000	\$ 950,000	\$ 55,970
Water Equipment Reserve	\$ 439,076	88,600	71,600	\$ 160,200	-	64,000	\$ 64,000	\$ 535,276
Total Funds	\$ 34,165,170	\$ 35,801,289	\$ 26,478,004	\$ 62,279,293	\$ 49,078,587	\$ 26,540,982	\$ 75,619,569	\$ 20,824,894

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