



CITY COUNCIL MEETING

March 1, 2016 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Meeting of February 16, 2016	1
2) Payroll	February 19, 2016 – 27430 through 27436, in the amount of \$144,454.01	
3) Checks	March 1, 2016 – 62405 through 62469, in the amount of \$402,351.69	
4) AB16-023	Motion – Rejecting all Proposals RE Tollgate Farm RFP	Ms. Lindell 5
5) AB16-024	Motion – Authorizing CBA with Clerical/Technical Employees	Ms. Lindell 7

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

ANNOUNCEMENTS, PRESENTATIONS, APPOINTMENTS:

6) AB16-025	Appointment to Planning Commission	Mayor Hearing	35
7) Presentation	Parks Commission Report & 2016 Work Plan	Commission Chair Dalke	39
8) Presentation	State of the City Address	Mayor Hearing	

INTRODUCTIONS:

9) AB16-026	Motion – Accepting Energy Services Proposal from Ameresco, Inc	Mr. Rigos	45
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MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

ADJOURNMENT:

DRAFT

NORTH BEND CITY COUNCIL MINUTES

February 16, 2016

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Elwood, Gothelf, Loudenback, Pettersen and Volken. Councilmembers Kostanich and Rosen were excused.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to add AB16-022 – an ordinance declaring an emergency and adopting a moratorium on the acceptance of applications for development permits and approvals within the Cottage Residential Zoning District as the last item for discussion on the main agenda. The motion **PASSED** 5-0.

CONSENT AGENDA:

Minutes – Council Meeting of February 2, 2016

Payroll – February 5, 2015 – 27423 through 27429, in the amount of **\$188,987.97**

Checks – February 16, 2016 – 62321 through 62404, in the amount of **\$403,116.67**

AB16-014 – Motion Amending Work Order with Tetra Tech RE Bendigo Right Turn Lane Project

AB16-015 – Motion Authorizing Purchase of ULID 6 Lift Station Equipment

AB16-016 – Motion Authorizing Contract with G&O for Storm Drainage Rate Study

AB16-017 – Motion Authorizing Purchase of Water Meter Readers from HD Supply

AB16-018 – Motion Authorizing On-Call Contract with Cascade Machinery

AB16-019 – Motion Authorizing Work Order with BlueLine for Capital Projects Engineering Services

Councilmember Gothelf **MOVED**, seconded by Councilmember Elwood to approve the consent agenda as presented. The motion **PASSED** 5-0.

COMMISSION AND COMMITTEE REPORTS:

Planning Commission

A report of the February 12th meeting was provided.

Parks Commission

No report.

DRAFT

Economic Development Commission

No report.

Community & Economic Development Committee – Councilmember Pettersen, Chair

No report. The next meeting is scheduled for February 23, 2016.

Finance & Administration Committee – Councilmember Rosen, Chair

A report of the February 2nd meeting was provided.

Public Health & Safety Committee – Councilmember Gothelf, Chair

A report of the February 9th meeting was provided.

Transportation & Public Works Committee – Councilmember Loudenback, Chair

A report of the February 10th meeting was provided.

Council Workstudy – Mayor Pro Tem Loudenback

No report. The next meeting is scheduled for February 23, 2016.

Eastside Fire & Rescue Board Meeting – Councilmember Gothelf

A report of the February 11th meeting was provided.

INTRODUCTIONS:

AB16-020 – Motion Authorizing ILA with WA State DES RE Energy Saving Performance Contract **Audio: 9:12**

City Engineer DeBerg provided the staff report.

Murray Greenwood, Account Executive from Ameresco, Inc., provided an overview of Energy Saving Performance Contracting and its benefits.

Councilmember Loudenback **MOVED**, seconded by Councilmember Pettersen to approve AB16-020, authorizing an Interagency Agreement with the Washington State Department of Enterprise Services for an Energy Saving Performance Contract, in a form and content acceptable to the City Attorney. The motion **PASSED** 4-1 (Gothelf).

AB16-021 – Motion Authorizing Contract with Ameresco for Energy Audit **Audio: 51:03**

City Engineer DeBerg provided the staff report.

Councilmember Loudenback **MOVED**, seconded by Councilmember Elwood to approve AB16-021, authorizing a Professional Services Contract with Ameresco, Inc. to perform an energy audit of the WWTP Ultraviolet Disinfection System, in a form and content acceptable to the City Attorney. The motion **PASSED** 5-0.

DRAFT

AB16-022 – Ordinance 1579 Adopting 6 Month Moratorium RE Cottage Residential Zone **Audio: 53:43**

Community & Economic Development Director Estep provided the staff report.

Councilmember Pettersen **MOVED**, seconded by Councilmember Loudenback to approve AB16-022, an ordinance declaring an emergency and adopting a six-month moratorium on the acceptance of applications for development permits and approvals within the Cottage Residential (CR) Zoning District, as a first and final reading. The motion **PASSED** 5-0.

ADJOURNMENT:

Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Loudenback. The motion **PASSED** 5-0.

The meeting adjourned at 8:00 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:	Agenda Date: March 1, 2016	AB16-023
A Motion Rejecting All Proposals for the Tollgate Property Grazing & Maintenance RFP and Continuing the Current Contract with Ron Crouch Regarding Grazing and Maintenance	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	X
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance –Dawn Masko	
	Public Works – Mark Rigos	
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments:		
<p>SUMMARY STATEMENT:</p> <p>For over forty years Ron Crouch has been grazing his cattle on the Tollgate Farm Property (Property). In exchange for being allowed to graze his cattle on the Property he has provided significant in kind services to the City by maintaining both Tollgate and Meadowbrook’s large fields and cutting back brush when necessary. The current contract with Crouch expires December 31, 2020.</p> <p>Last year members of the Finance & Administration Committee expressed an interest in issuing a RFP (request for proposals) for cattle grazing and vegetation maintenance on the Property to see if there were any other ranchers interested in performing the service currently provided by Crouch. On December 9, 2015 the City issued an (“RFP”) in the Snoqualmie Valley Record.</p> <p>The City received two proposals by the February 1, 2016 deadline. One was from Ron Crouch and the other was from Stephen Rockow. However, since publication of the RFP, there has been steady movement from Si View Metropolitan Park District (MPD) to utilize a portion of the Property near the farmhouse for agricultural farming. Si View MPD Director Travis Stombaugh has been actively pursuing grant funding for the project as well as working with an architect for site plans and King County Local Food Economy Manager Michael Lufkin for farming options. Currently, King County has an initiative to encourage a percentage of produce be grown in the county and Tollgate is ideal for this purpose. The area of the Property proposed for this type of use is roughly 24 acres and would reduce the total grazing site down to 24 acres on the Central Meadow side.</p> <p>The Finance & Administration Committee reviewed the two proposals at their February 2, 2016 meeting. During the meeting they also received input on the proposed farming project from Si View MPD Director Stombaugh. Given the fact that the grant outcome and potential future use of the property were not yet known, the Committee felt it best to remain with the status quo and recommended continuing with Mr. Crouch’s current contract.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item was reviewed by the Finance & Administration Committee at their February 2, 2016 meeting with a recommendation for approval and placement on the consent agenda.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB16-023, rejecting all proposals submitted for the Tollgate Property Grazing & Maintenance RFP and continuing the current contract with Ron Crouch regarding grazing and maintenance.</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2016		



City Council Agenda Bill

SUBJECT:	Agenda Date: March 1, 2016	AB16-024
A Motion Authorizing the Mayor to execute a Collective Bargaining Agreement with the Teamsters covering Public, Professional & Office-Clerical employees	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	X
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos	
Cost Impact: Wage Market Adjustments over 4 Years: \$75,728; Annual Salary Raises over 4 years: \$47,998 (Less medical insurance cost savings from exclusion of spouses)		
Fund Source: N/A		
Timeline: Immediate		

Attachments: Collective Bargaining Agreement

SUMMARY STATEMENT:

The City’s existing collective bargaining agreement (CBA) with the Teamsters covering our Public, Professional & Office-Clerical employees expired on December 31, 2015. This CBA controls wages and some working conditions involving 12 regular City employees in the areas of planning, building, administration, finance, and Public Works office coordinator. The City has been in negotiations with the Teamsters on a replacement agreement for approximately nine (9) months. The parties at the negotiating table have reached consensus on an agreement to recommend to both the City Council and the membership of this bargaining unit. This agreement is also consistent with Council’s direction.

The parties again engaged in “interest based bargaining” which allowed them to focus on common interests. The City had the following interests:

- City’s Ability to Pay. Ability to afford any wage/benefit increase and have a long term sustainable overall City budget;
- Continue Shared Premium Payments Between Employer & Employee. Have employees who are personally invested in controlling medical costs by sharing in premium payments;
- Federal Way Provision - No Double Medical Coverage Allowed. Include the “Federal Way provision” providing that the City will not pay for a spouse’s medical insurance if he or she has medical insurance available through his or her place of employment. In the expiring contract this provision is applicable to only employees hired after June 2013. The City sought to make this applicable to all employees;
- Eliminate Medical “Opt Out” Provision. The expiring contract tied wage increases to a medical opt-out participation level. Employees who opted out of medical coverage for the employee and/or dependents received an opt-out payment of 35% of medical premiums. As a result of this provision, wage increases for the bargaining unit were 1% in 2014 and 0% in 2015. The consequence was many job classifications fell behind market over the course of the contract. The City wants to eliminate these medical opt-out payments;
- Market-Based Compensation Adjustments. Not increasing wages automatically and evenly across all job classifications but basing them on market driven conditions. The City’s interest is to pay at mid-point of the market and to have wage ranges that accurately reflect fair compensation for each particular job;

City Council Agenda Bill

- Avoid Costly Turn-over in Employees & Recruit Excellent New Employees. Retain and recruit qualified City employee candidates;
- Term. Obtain a 4 year term in order to avoid costly staff time being allocated to negotiating;
- Employee Morale. Maintain positive employee morale. City and Union agree employee morale has improved during the last 3 years and the City wanted to continue this direction because satisfied employees generally perform better than unsatisfied employees; and

We believe the attached Collective Bargaining Agreement (“CBA”) achieves the foregoing objectives and City interests by containing the following provisions:

- Term. The CBA provides a 4 year term commencing on January 1, 2016 and terminating on December 31, 2019. This is beneficial to the City and preferable to a two or three year term agreement because of the staff time expended renegotiating these contracts.
- No Double Medical Insurance Allowed. Article 9 eliminates the current obligation for the City to pay for medical insurance for any spouse of an employee who is employed and has insurance available through his or her employer. Currently, this impacts only one spouse and will save the City almost \$37,000 over the 4 year term. Under the terms of the expiring contract, employees hired after June 2013 were already excluded from providing coverage to a spouse who had insurance coverage available through his or her employer, which has already resulted in ongoing savings to the City;
- Medical Insurance Premium Sharing. Article 9 provides that employees will be paying for 5% of their monthly medical premiums and 10% of their spouses and dependent’s medical premiums (if their spouse is covered because they don’t have other insurance available to them). This provision is identical to the language in the expiring contract and to the Public Works collective bargaining agreement language. The cost of medical insurance remains high even with premium sharing and exclusion of spousal coverage. It is anticipated that the City will experience annual increases in medical costs of 3-5% over the 4 year term of the CBA. The Teamsters had also requested full benefits for the dependents of part-time employees but the City did not agree.
- Wages. Appendix “A” to the CBA provides wage increases based upon market conditions. The Union had requested across the board annual adjustments ranging from 2% - 2.6% over the life of the contract, in addition to market wage adjustments based on annual salary surveys. The CBA does not provide for a straight cost of living increase as the Teamsters requested. A comprehensive salary and benefits analysis was conducted by Assistant City Manager/Finance Director Dawn Masko and employees’ ranges were placed at mid-point of the market for comparable cities. This resulted in varying salary increases but served the City’s interest of having competitive salaries so we can recruit and retain highly qualified staff. Employees who are under mid-point of market will receive varying increases based upon market and these have been spread over the 4 years of the CBA. Appendix “A” also includes annual wage raises (1.5% in 2016 and 1.75% for 2017-2019) in order to maintain continuity with market conditions during the 4 year term of the CBA.
- Other Amendments. The CBA also adds language regarding the provision of safety equipment for the Building Inspector.

Many of the employees within the bargaining unit perform work for your sewer, water and street utilities. Accordingly, approximately 25% of these costs are paid by such utilities and the remaining approximately 75% is paid from the General Fund.

City Council Agenda Bill

The City’s negotiating team consisted of Mayor Ken Hearing, City Administrator Londi Lindell and Assistant City Administrator/Finance Director Dawn Masko. The Union’s negotiating team consisted of Union Representatives Doug Henderson and Chad Baker, Associate Planner Lynn Hyde, and Public Works Office Coordinator Carrie Lee. All parties of the negotiating team are recommending the attached CBA.

The members of the Collective Bargaining Unit ratified the attached agreement on February 22, 2016.

COMMITTEE REVIEW AND RECOMMENDATION: This matter was reviewed by the entire City Council in Executive Session on February 2, 2016 to discuss labor negotiations and by the Finance and Administrative Committee on March 1, 2016.

RECOMMENDED ACTION: MOTION to approve AB16-024, authorizing the Mayor to enter into a Collective Bargaining Agreement with the Teamsters covering Public, Professional & Office-Clerical employees.

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2016		

AGREEMENT

by and between

CITY OF NORTH BEND, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Office-Clerical and Technical Employees)

January 01, ~~2012~~ 2016 through December 31, ~~2015~~ 2019

THIS AGREEMENT is by and between the CITY OF NORTH BEND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time office clerical and technical employees of the Employer, excluding supervisors, confidential employees, and all other employees of the Employer.
- 1.1.1 A temporary employee shall be defined as an employee hired to work within the bargaining unit during any period when additional work requires a temporarily augmented work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A temporary employee shall not be employed more than six (6) consecutive months within the bargaining unit except when such temporary employee is working in relief of a regular employee on leave. The Employer shall not employ more than three (3) temporary employees at any one time within the bargaining unit.
- 1.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and all those who are not members of the Union on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired or assigned into the bargaining unit on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. In lieu of becoming and remaining a member in good standing of the Union, an employee shall be permitted to pay an amount of money equivalent to the Union initiation fee and regular monthly dues to the Union as an agency fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the afore-referenced obligation within such

thirty (30) day period.

- 1.2.1 Pursuant to RCW 41.56.122, the right of non-association of employees based on bona fide religious tenants or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity agreed upon by the employee and Union. The employee shall furnish written proof each month that such payment has been made in a timely manner. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

T/A 11-19-15

- 1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement the dues, **delinquent dues and initiation fees** of the Union and shall remit to the Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

- 1.4 Union Notification - Within seven (7) days from the date of hire of a new employee, the Employer shall forward to the Union the name, address, telephone and Social Security number of the new employee. The Employer shall promptly notify the Union of all employees leaving its employment.

ARTICLE 2 – UNION RIGHTS

- 2.1 Discrimination - The Employer shall not interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.
- 2.2 Union Investigation - Authorized Union representatives shall have access to the Employer's establishment during working hours for the purpose of investigating working conditions and to ascertain that the provisions of this Agreement are being adhered to; provided, however, the right to access shall be exercised reasonably so that there shall be no interruption of the Employer's work schedule.
- 2.3 Shop Steward - A Union Shop Steward shall be allowed reasonable time, at the discretion of the Employer, to assist in processing contract grievances during regular working hours. Employees shall not use working hours for the conduct of Union business or the promotion of Union affairs other than stated.
- 2.4 Bulletin Boards - The Employer shall provide suitable space for a bulletin board at each primary facility for employees covered by this Agreement. Postings by the Union on such boards shall be confined to official business of the Union.

ARTICLE 3 – PROBATION PERIOD, LAYOFF, RECALL AND JOB VACANCIES

3.1 Probation Period - A new employee shall be subject to a six (6) month probation period, commencing with his most recent first date of hire. During this period, such employee shall be considered as being on trial, subject to immediate dismissal at any time at the sole discretion of the Employer. Discharge of an employee during the probation period shall not be subject to the grievance procedure.

3.1.1 An employee transferring to a different job classification or employment status (e.g. promotion or change from part-time to full-time), shall be subject to a trial period of six (6) months, commencing with the change of job classification or status. During the trial period the Employer or the employee may, without right to the grievance procedure or disciplinary action, option to revert back to the job classification or status the employee previously held. An employee subject to the trial period shall not be subject to termination solely due to the change in job classification or status.

3.2 Seniority - An employee's seniority shall be defined as that period from the employee's most recent first day of compensated work within the bargaining unit.

3.2.1 On July 1st of each year, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, his present classification and his date of hire.

3.2.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:

- Justifiable discharge;
- Voluntary quit;
- Failure of the employee to timely return to work after expiration of a temporary disability leave or leave of absence;
- Leaving the bargaining unit to accept a position with the Employer outside of the bargaining unit and remaining outside the bargaining unit for in excess of six months;
- Failure of the employee to notify the Employer of his willingness to return to work upon recall from a layoff, of twelve (12) months or less;
- Layoff exceeding twelve (12) months;
- Leave of absence exceeding twelve (12) months.

3.3 In layoff, recall and filling job vacancies, the Employer shall give consideration to an employee's length of continuous service with the Employer and his ability to perform the duties required in the bargaining unit jobs. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and

- the Employer with efficient operations.
- 3.3.1 Layoff - The Employer shall provide an employee with two (2) weeks advance notice prior to layoff. The employee that is notified of layoff may accept the layoff or displace a less senior employee that is in a job classification that is of an equal or lesser classification and one in which the employee is qualified to perform the job duties.
- 3.3.2 Recall - Employees on layoff shall be recalled by the Employer for recall before the Employer fills an open position with employees outside the bargaining unit, unless the employee(s) on layoff are not qualified to perform the duties of the open position. The Employer shall have no obligation to consider recall for an employee after the employee has been on continuous layoff for a period of twelve (12) months.
- 3.3.3 If the Employer determines to recall an employee from layoff and is unable to contact such employee, the Union shall be so notified. If neither the Union nor the Employer is able to contact the employee within seven (7) calendar days from the time the Union is notified, the Employer shall have no further obligation to recall the employee. Should an employee not return to work when recalled, the Employer shall have no further obligation to continue to consider the employee for recall.
- 3.3.4 Job Vacancies - New positions and positions which become vacant within the bargaining unit shall be posted on the bulletin board so that employees who have completed their probation period may indicate their interest in being considered for the position. The City shall post notice in each department on the date submitted for advertisement. The Employee must indicate interest in the position to the City Administrator (or designee), before the closing date.

ARTICLE 4 – HOURS OF WORK, OVERTIME AND PREMIUM PAY

- 4.1 Work Schedule - A full-time employee shall be scheduled to work consecutive days within a seven (7) consecutive day period. Without limiting the Employer's right to direct overtime, prior to implementing any change in the existing work schedule (days of work and/or hours of work), the Employer shall meet and confer with the Union.
- 4.1.1 Employees may have flexible starting times and work hours, without the necessity of meeting and conferring with the Union, with the mutual consent between the employee and the Employer.
- 4.2 Rest Periods - Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period.
- 4.3 Meal Periods - Employees shall receive an uninterrupted meal period of no less than thirty (30) minutes which shall be on the employee's own time and which shall be commenced no less than three (3) nor more than five (5) hours from the beginning of the shift.

4.3.1 On those occasions where an employee is not permitted, by the Employer, to take a meal period, the employee shall be compensated one and one-half times their regular rate of pay or at employee discretion, compensatory time in lieu of pay during the regularly scheduled meal period missed.

4.4 Callback - An employee who has left work and is unexpectedly and without notice called back to work after completion of his regular day's shift, shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay, unless the employee is called back within three (3) hours of his next regular shift.

4.5 Time worked shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. For example:

TIME WORKED	TIME WORKED	TIME WORKED
Greater than seven and one half minutes	Less than twenty two and one half minutes	Fifteen minutes
Greater than twenty two and one half minutes	Less than thirty seven and one half minutes	Thirty minutes
Greater than thirty seven and one half minutes	Less than fifty two and one half minutes	Forty five minutes
Greater than fifty two and one half minutes	Less than one hour seven and one half minutes	One hour

4.6 Overtime - Any work in excess of forty (40) hours in a work week will be considered overtime work and will be paid at the overtime rate of one and one-half (1-1/2) times the affected employee's regular rate of pay. All overtime work must be approved, in writing, by the Employer prior to the employee beginning such work. The workweek shall be from 12:01 a.m. Monday to Midnight Sunday.

4.6.1 Approved vacation time off, holidays and call-out guarantees shall be considered as time worked for the purposes of calculating overtime. Compensatory time off shall not be considered time worked for the purposes of this Article.

4.6.1.1 If an employee is absent three (3) days or less on sick leave, the sick leave usage shall not be considered time worked for the purpose of this Article.

4.6.1.2 Notwithstanding Sections 4.6.1 and 4.6.1.1, any time worked that is required by the Employer outside of the employee's regular scheduled work time in excess of eleven (11) hours in any given day shall be paid at the overtime rate of pay for those hours the employee is assigned such work. However, if an employee decides on his own initiative to work outside of his regular work schedule and has either utilized sick leave for three (3) days or less or utilized compensatory time during the work week, shall not be compensated for work at the overtime rate of pay until such time as the employee accrues forty (40) hours of actual time worked.

4.7 No Pyramiding - There shall be no pyramiding of overtime and/or premium pay.

4.8 Work in Higher Classification - Whenever an employee is assigned by the Employer to perform a substantial amount of the duties and accept a substantial amount of the responsibilities of a higher paid classification for a period in excess

of three (3) consecutive working days, the employee shall thereafter be paid at the STEP of the higher classification while performing such duties and accepting such responsibility which provides for a salary increase of at least four point five per cent (4.5%).

- 4.9 Compensatory Time - In lieu of paid overtime, compensatory time-off may be granted upon the written request of the employee. Subject to scheduling by the Employer, said compensatory time-off shall be taken at the rate of one and one-half (1-1/2) times the actual time worked. Compensatory time off shall be utilized within the calendar year the time is earned. Otherwise, it shall be redeemed to the employee in monies based upon the employee's regular straight-time hourly rate of pay in effect at the time he earned the compensatory time. In any event, no compensatory time shall be carried into the following calendar year, unless the employee makes a request that it be carried over and it is approved by the City.
- 4.10 Weekend Premium - An employee assigned to work on a Saturday or Sunday as part of their regular workweek shall be compensated an additional two dollars and fifty cents (\$2.50) an hour for each hour worked on Saturday and/or Sunday.
- 4.11 Employee evaluations shall be timely and normally be performed by the Supervisor and reviewed by the employee.
- 4.12 Inclement Weather – On those days when snowfall occurs or there exists extreme inclement weather, the following provisions shall apply:
- 4.12.1 Those employees who are unable to get to work when City Hall is open, shall be permitted to use their accrued compensatory time, or accrued vacation time in order to avoid any loss in their regular compensated work hours.
- 4.12.2 In such instances where City Hall is officially declared closed by direction of the Mayor, all employees who reported to work and are present at the time when City Hall is declared closed shall be paid for all hours they would have otherwise been scheduled to work on that day.

ARTICLE 5 - WAGES

- 5.1 The classifications of work and monthly rates of pay for employees covered by this Agreement are set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full. Any new classifications shall be negotiated between the Employer and the Union.

ARTICLE 6 - HOLIDAYS

- 6.1 All employees regularly scheduled to work twenty (20) hours or more per week shall receive the following holidays off with pay at their straight-time hourly rate.

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May

Independence Day	July 4th
Labor Day	1st Monday of September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday of November
Day Following Thanksgiving Day	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
Floating Holiday	At employee's discretion with prior notice and approval of the Employer

- 6.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.
- 6.3 If the date of any of the afore-referenced holidays should be changed, the new date shall be deemed a holiday. Any holiday falling on Sunday shall be observed on the following Monday. Any holiday falling on Saturday shall be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer shall be recognized as a holiday under this Article. The Employer shall honor all holidays which are recognized by the State of Washington.
- 6.4 Employees required to work on a holiday shall be paid at one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each hour worked in addition to the holiday pay. All holiday work shall be pre-approved by the Employer in writing.
- 6.5 To qualify for holiday pay, an employee shall have worked his regularly scheduled workday preceding and following the holiday, unless the employee is on vacation, sick leave, or other paid leave.
- 6.6 In the event a holiday falls on an employee's regular day off, the employee shall be granted his next regularly scheduled workday off with pay.

ARTICLE 7 – VACATIONS

- 7.1 Each year, the Employer in accordance with the following schedule, shall grant a vacation with pay to each employee regularly scheduled to work twenty (20) hours or more per week who as of the employee's anniversary date of hire has the following specified number of years service with the Employer:

<u>Years of Service</u>	<u>Number of Working Days of Vacation</u>
1 through 4	12
5 through 9	17
10	20
11 and thereafter	1 additional day per year to a maximum of 25 days

- 7.2 A vacation shall not be taken until the completion of six (6) calendar months of service. An employee hired on or before the fifteenth (15th) day of any month shall accrue vacation leave from the first (1st) day of that month. An employee

hired on or after the sixteenth (16th) day of any month shall accrue vacation from the first (1st) day of the next month following.

- 7.3 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. Scheduling conflicts shall be resolved on the basis of seniority for those vacation requests submitted by January 31st. Scheduling conflicts for vacation requests submitted after January 31st, shall be resolved on a first come-first served basis.
- 7.4 An employee may carry over one (1) year's accrual of vacation past the employee's anniversary date of hire, up to a maximum of twenty (20) days.
- 7.5 Upon the effective date of the termination of an employee's employment, such employee shall thereupon be entitled to a sum of money equal to his most recent regular compensation for any earned vacation leave time not yet used; provided, however, this provision shall not be applicable to probationary employees.
- 7.6 Upon the employee's request, the Employer shall, subject to reasonable fiscal ability, provide the employee with a vacation paycheck prior to the commencement of the employee's vacation. The vacation must be for a period in excess of five (5) workdays before the employee is permitted to make such a request.

ARTICLE 8 - LEAVES

- 8.1 Sick Leave - Employees regularly scheduled to work forty (40) hours or more per week shall accumulate sick leave at the rate of eight (8) hours per month and may accumulate up to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours of sick leave. Employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours, accumulate sick leave on a pro-rata basis to a pro-rated maximum. [For example, an employee regularly scheduled to work twenty (20) hours per week accumulates sick leave at the rate of four (4) hours per month to a maximum of four hundred and eighty (480) hours of sick leave.] Accumulated sick leave shall be paid at the employee's regular straight-time hourly rate of pay from and including the employee's first working day of absence. Sick leave shall not be taken until the completion of six (6) calendar months of service.
- 8.1.1 Sick Leave Benefits Usage – Sick Leave shall apply only to bona fide cases of sickness, accidents, doctor and dental appointments of employees, and to care for an employee's spouse, parents, parents-in-law, grandparents, children, step-children and grandchildren provided the grandparent is currently responsible for the care of the grandchild and the grandchild becomes ill while in the care of the grandparent, this is not intended to be used to alleviate a parent's responsibility to care for their sick child.
- 8.1.2 Worker's Compensation - An employee who is eligible for State Industrial Insurance because of an on-the-job injury shall receive sick leave for the difference between his regular day's pay and the amount paid by State Industrial Insurance after the first three (3) days off the job. The full amount of sick leave shall be paid for the first three (3) days off the job. If an employee is reimbursed

by State Industrial Insurance for the first three (3) days off the job, such amount shall be returned to the Employer and the employee shall be credited an amount of sick leave equal to the amount reimbursed to the Employer.

- 8.1.3 Sick leave time which is used by an employee shall be deducted from his accumulated sick leave time.
- 8.1.4 The Employer may require a doctor's certificate if the absence exceeds three (3) days or a shorter period if the Employer has good cause to believe the sick leave is being abused.
- 8.1.5 Sick Leave Bonus - If, during the calendar year, an employee uses no for sick leave, the employee shall be paid a bonus on one hundred dollars (\$100.00), payable on the last paycheck of the year.
- 8.2 Bereavement Leave - An employee who has a member of his immediate family taken by death shall receive three (3) days off with pay for bereavement leave. Upon approval by the Mayor, additional time off with or without pay may be granted if the employee is the Executor of the estate or must travel a great distance or if other travel hardship is encountered. When an employee is granted the additional time off without pay, the employee may choose to take accrued compensatory time, sick leave, vacation leave, and/or a personal holiday, in lieu of leave without pay. Such additional compensated leave shall not exceed five (5) days.
- 8.2.1 For purposes of Bereavement Leave, the "Immediate family" shall be defined as spouse, domestic partner, child, parent, step-child, sister, brother, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-brother, step-sister, grandmother, grandfather and grandchildren.
- 8.2.2 Should an employee have a member of their immediate family taken by death, while on vacation, such employee shall be eligible to have such time off for bereavement leave and the unused vacation returned to their vacation accrual.
- 8.2.3 Should an employee have multiple members of their immediate family taken by death at the same time, each member of the immediate family shall be considered a separate death.
- 8.3 Jury Leave - An employee who is required to serve on a jury or is required to appear before a court, legislative committee or quasi-judicial body, except when the employee is a plaintiff or defendant, shall advise the Employer upon receipt of such notice, and if taken from his work for such service shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided however, he shall extricate to the Employer his properly endorsed check and shall permit the Employer to copy the check or voucher he received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such jury service from the amount he would have earned at his regular straight-time hourly rate of pay during the regular working hours he missed while performing such service. In the event the employee was entitled to compensation for such service but did not take it, then the amount he would have been entitled to shall be deducted from his compensation for the next pay period. The Employer shall have the right, at the Employer's expense and after consulting with the employee, to request the

court to excuse the employee from any or all jury duty if there are extraordinary circumstances that would make the absence of the employee an undue hardship on the Employer or other personnel. If an employee is released by noon on his regularly scheduled workday, he shall report to work that day.

- 8.4 Leave of Absence - Leaves of absence shall be at the discretion of the Employer. If approved by the Employer, an employee may take a leave of absence without pay or benefits. Such a leave shall not constitute a break in service but no benefits or seniority shall accrue during the leave of absence. The employee shall use accrued sick leave and then vacation leave before going on unpaid leave and no vacation or sick leave or any other benefits shall be accrued during the leave. An employee failing to return to work from a Leave of Absence may be terminated.
- 8.5 Temporary Disability Leave - Employees who are physically unable to perform the functions of their position for medical reasons and who have exhausted all accrued sick leave and vacation may be placed on temporary disability leave. The Employer may request written verification from a licensed medical doctor that the employee is physically disabled and verification of the extent of such disability and the projected date for return to work. Temporary disability leave shall only be granted for the period of disability and shall not exceed six (6) months. The Employer shall continue to pay the health and welfare benefits during such leave but the leave shall be without pay and no vacation leave, sick leave or any other benefits shall accrue during the leave. An employee failing to return to work from a Temporary Disability Leave may be terminated; provided however, that the employee shall have three (3) business days to return to work following the date the employee is released by a licensed medical doctor.
- 8.5.1 The Union shall not cite the Employer granting any leave of absence as a practice, precedent or ability to accommodate in any administrative proceeding or civil litigation.
- 8.6 Sick Leave Buyback – Upon termination of employment, employees shall be compensated for any at twenty-five percent (25%) of the accrued sick leave value. The value shall be calculated at the employee's hourly rate of pay at the time of termination.

ARTICLE 9 – HEALTH AND WELFARE BENEFITS

T/A 02-11-16

9.1

Medical Insurance – Effective ~~the first day of the first month following the last signature on the Agreement,~~ **January 1, 2016**, for full-time employees, the Employer shall pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee and **ninety percent (90%) percent of the premium necessary for the purchase of** dependent(s) coverage, **(unless the spouse is excluded under Section 9.1.2 below)**, under the Association of Washington Cities, HealthFirst Plan **or an equivalent plan**. Dependents shall not include a child beyond age twenty-six (26). For Part-time employees, the Employer shall pay each month ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, HealthFirst Plan **or an equivalent medical plan**. In addition, the Employer shall make the same medical insurance available for dependent coverage to part-time employees at the employee's expense. The employee

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CITY OF NORTH BEND (Office Clerical &-Technical)

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shall pay, through payroll deduction, the remaining five percent (5%) of the medical premiums for ~~both~~ the employee and ~~the dependent(s)~~. ten percent (10%) of the medical premiums for the dependent(s).

T/A 02-11-16

9.1.1

~~For the purpose of the health and welfare benefits hereunder, a full-time employee is one who is regularly scheduled to work thirty-six (36) or more hours per week. A part-time employee is one who is regularly scheduled to work twenty (20) to thirty-five (35) hours per week.~~

T T/A 02-11-16

9.1.2

~~Effective January 1, 2014 the Employer agrees to pay ninety-five percent (95%) of the premium for employee only coverage and ninety-two percent (92%) of the medical premium for dependent(s) coverage under the Association of Washington Cities, HealthFirst Plan. The employee shall pay, through payroll deduction, the remaining five percent (5%) of the medical premiums for the employee and eight percent (8%) of the medical premiums for the dependent(s).~~

T/A 02-11-16

9.1.2

In the event an employee's spouse has medical insurance available through his or her place of employment, the Employer will not pay any percentage or portion of the medical insurance premiums. The employee may elect to cover his or her employed spouse on the City's medical insurance by paying one hundred percent (100%) of the spouse's medical premium. Should the spouse lose their existing medical coverage through the loss of employment or other reasons outside the spouse's control then Sections 9.1 and 9.1.1 would be available for the employee. (Note: The employee may choose to enroll their spouse for medical coverage with one hundred percent (100%) of the premium being paid by the employee).

T/A 02-11-16

9.1.4

~~Effective January 1, 2015, the Employer agrees to pay ninety-five percent (95%) of the premium for employee only coverage and ninety percent (90%) of the medical premium for the dependent(s) coverage under the Association of Washington Cities, HealthFirst Plan. The employee shall pay, through payroll deduction, the remaining five percent (5%) of the medical premiums for the employee and ten percent (10%) of the medical premiums for the dependent(s).~~

T/A 02-11-16

9.2

Dental Insurance - For full-time employees, the Employer shall pay each month ~~one hundred percent (100%)~~ ninety-five percent (95%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Dental Service Plan B, including Orthodontia coverage for one dependent, under the Association of Washington Cities, Washington Dental Service Option Plan II. For part-time employees, the Employer shall pay each month ~~one hundred percent (100%)~~ ninety-five percent (95%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Dental Service Plan B, under the Association of Washington Cities, Washington Dental Service Option Plan II.

T/A 02-11-16

9.2.1

~~Effective July 1, 2015, for the Dental Plan(s) listed in Section 9.2 above, the employer shall pay ninety five percent (95%) and the employee five percent (5%) of the dental premium(s). The employee shall pay their portion of the premium through payroll deduction.~~

T/A 02-11-16

- 9.3 Vision Insurance - ~~For full-time and part-time employees, t~~ The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Association of Washington Cities, Western Vision Service Plan, Full Family - \$10.00 deductible.
- 9.4 Long-Term Disability Insurance - Effective with the first full month following ratification of this Agreement, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Association of Washington Cities, Standard Insurance Long-Term Disability Plan which provides for sixty percent (60%) of the employee's annual salary, following a ninety (90) day waiting period.
- 9.5 Life Insurance - Effective with the first full month following ratification of this Agreement, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee life insurance coverage at the fifty thousand dollars (\$50,000.00) benefit level under the Association of Washington Cities Group Life Insurance Plan.
- 9.6 The Employer shall provide an Employee Assistance Program (EAP) for all bargaining unit employees at no expense to the employees.

T/A 02-11-16

~~9.7 "Opt Out Provision" - Within thirty (30) days from the effective date of this Agreement, the last signature affixed to the Agreement of both parties, those employees who participated in the Opt Out Provision in Sections 9.7 through 9.7.2 of the 2009-2011 Collective Bargaining Agreement will have one (1) opportunity to elect to either continue to receive the Opt Out reimbursement for themselves and/or dependents or maintain the medical coverage. Once the employee chooses their preferred status, then the employee shall remain in the selected status (opting out or receiving medical coverage) for the duration of the Agreement, provided however, if any dependent child reaches the age of twenty-six (26) during the term of this Agreement, no further opt out reimbursement will be paid for such dependent. The Opt Out reimbursement shall be made annually, each year of the Agreement, in a lump sum payment no later than the first payroll period in February, with the exception of 2013. The 2013 amount shall be paid the first month after the last signature is affixed to the Agreement. The annual amounts to be paid are as follows:~~

2013 pro-rated 9 month est.	2014	2015
50 % of Premium	35% of Premium	35% of Premium
Employee — \$2,936 ???	Employee — TBD	Employee — TBD
Spouse — \$2,958 ???	Spouse — TBD	Spouse — TBD
Dependent — \$1,455 ??? child/children	Dependent — TBD child/children	Dependent — TBD child/children

T/A 02-11-16

~~9.7.1 Should any employee leave the employment of the City prior to the expiration of the calendar year in which they received an Opt Out lump sum payment, the City shall adjust or reduce the employee's final pay check pro rata to reflect the~~

~~potential over payment,~~

T/A 02-11-16
 9.7.2

~~Those employees who chose to receive the opt out compensation in lieu of medical coverage for themselves and/or their dependent(s) as provided in Section 9.7 above shall only be able to enroll in the City's medical coverage if the employee and/or dependent(s) lose their medical coverage through the loss of employment, domestic changes (divorce, separation, death, etc.) or other reasons outside the employee and/or dependent's control.~~

T/A 02-11-16
 9.7.3

~~Effective January 1, 2013, or upon the signing of the Agreement by both parties, whichever is the latest, for newly hired employees the City shall pay each month it's portion of the medical premiums, as provided in Sections 9.1 through 9.1.4 necessary for the purchase of employee and dependent medical coverage (excluding spouses who have other coverage available through his/her place of employment) under the AWC Healthfirst Insurance Plan.~~

T/A 02-11-16
 9.7.4

~~The Opt Out Provision participation level shall determine the amount of the wage increase(s) to be applied to those classification listed in Appendix "A" of this Agreement, effective January 1st of each year. The City has agreed to the following; for 2012 an increase to the 2011 wage rates of one percent (1%); for 2013 an increase to the 2012 wage rates of two percent (2%); for 2014 an increase to the 2013 wage rates of two percent (2%) and for 2015 an increase to the 2014 wage rates of two point five percent (2.5%). These amounts shall be reduced by the number of 2013 Opt Out units below five (5), (an employee and spouse equals one (1) unit and dependent equals one half (1/2) of a unit). The reduction in the agreed upon wage increases shall begin with the 2015 wage rates and be reduced each preceding year, based upon the following table:~~

Opt-out units selected in 2013	Wage increase
2.0	None for the duration of the Agreement
2.5	2012 - 0.25%; 2013, 2014 & 2015 - 0.0%
3.0	2012 - 1.0%; 2013 - 0.75%, 2014 & 2015 - 0.0%
3.5	2012 - 1.0%; 2013 - 2.0%, 2014 & 2015 - 0.0%
4.0	2012 - 1.0%; 2013 - 2.0%, 2014 - 1.0% & 2015 - 0.0%
4.5	2012 - 1.0%; 2013 - 2.0%, 2014 - 2.0% & 2015 0.5%
5.0	2012 - 1.0%; 2013 - 2.0%, 2014 - 2.0% & 2015 - 2.5%

ARTICLE 10 - MISCELLANEOUS

- 10.1 Non-Discrimination - The Employer and/or the Union shall not unlawfully discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, sex, national origin, age, marital status, non-membership in the Union, political affiliation or physical, sensory or mental handicaps.
- 10.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.
- 10.2 Strikes and Lockouts - No employee shall strike or refuse to perform his assigned duties to the best of his ability nor shall the Union cause or condone any strikes, slow downs, or other interference with the normal operations of the Employer during the life of this Agreement. The Employer shall not lock out any employee during the life of this Agreement.
- 10.3 Rainwear - The Employer shall maintain appropriate rain gear for use by employees whose work duties require the employee to work in the field on a regular basis.
- 10.4 Compulsory Retirement - No employee shall be compelled to retire solely on the basis of age prior to attaining seventy (70) years of age.
- 10.5 Footwear - The Employer shall pay up to one hundred sixty dollars (\$160.00) for the purchase of appropriate footwear which meets WISHA Standards for employees required to wear safety footwear in the course of their duties at an Employer designated supplier, once every three (3) years or as necessary but not more frequently than every twelve (12) months. The Department Director must approve the footwear prior to the employee purchase of the footwear.
- 10.6 Training - The Employer shall allow employees to attend activities necessary for maintaining required certification on work time. The Employer shall pay all attendant costs, and when a City vehicle is not available, shall reimburse mileage in accordance with the established rate.
- 10.7 Education - The Employer may reimburse employees for education expenses (tuition, fees and books) for courses that are job related or related to career development, upon the successful completion of such courses (the employee must attain a grade of "B" or the equivalent, or better). The employee must obtain written approval prior to enrolling in the course.
- 10.8 Paychecks - The salaries of employees shall be paid twice monthly on the 5th and 20th of each month; provided however, if such day is a holiday, the preceding day shall normally be the payday.
- 10.9 Health and Safety - The Employer and employee recognize their joint responsibility to maintain a safe and healthful work environment for all parties concerned.

T/A 02-11-16

10.10 Uniform and Safety Equipment - The Employer shall provide the Building Inspector the following Personal Protective Equipment (PPE) and photo identification:

- One (1) reflective safety vest
- One (1) 5 in 1 safety Jacket (every two years or as needed)
- One (1) pair of safety glasses

The Employer shall provide replacement or repair of PPE items as necessary due to normal wear and tear.

The Building Inspector shall carry his/her badge identifying him/her as an employee of the City of North Bend when he/she is on site meeting with citizens or customers of the City of North Bend.

ARTICLE 11 – DISCHARGE AND SUSPENSION

- 11.1 The Employer shall not discipline, suspend or discharge an employee without just cause. The Employer shall recognize the principal of progressive discipline in the administration of employee discipline, except when the discipline is for violations including but not limited to violence, intoxication, insubordination, illegal activities, sexual or racial harassment or harassment of any protected class, or similar activities, violations of this nature will be cause for disciplinary action up to and including termination. The Employer shall forward a copy of any disciplinary action to the Union at the same time of issuance to the employee.
- 11.2 The City must issue discipline, suspension or discharge within fourteen (14) calendar days of its knowledge of an incident-giving rise to discipline. If the City has not issued discipline within that time limit, the discipline shall be null and void.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.1 The sole and exclusive method of adjusting all matters pertaining to the proper application and interpretation of any and all of the provisions of this Agreement shall be by utilizing the following procedure:
 - 12.1.1 STEP 1 - The Union shall present the grievance in writing to the Department Supervisor with a copy to the City Clerk, within fourteen (14) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence, or it shall not be subject to the grievance procedure. The Department Supervisor shall provide a written response within fourteen (14) calendar days of its receipt of the step 1 grievance.
 - 12.1.2 STEP 2 - If the grievance is not resolved at Step 1, the Union shall have fourteen (14) calendar days from the receipt of the Supervisor's response to Step 1 to submit the grievance in writing to the City Administrator. A grievance not presented to the City Administrator in writing and within the time-line specified herein shall not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator shall provide a written response to the Union within fourteen (14) calendar days of his receipt of the Step 1 grievance letter.
 - 12.1.3 The Union shall proceed immediately to Step 2 in presenting a grievance on a

discharge, and the grievance must be submitted in writing to the City Administrator, pursuant to Step 2, within fourteen (14) calendar days of its occurrence, or the date the employee should have reasonably known of its occurrence. If a discharge grievance is not presented to the City Administrator in writing and within the time line specified herein it shall not be subject to the grievance process. The parties may meet and try to resolve the issue. The City Administrator shall provide a written response to the Union within fourteen (14) calendar days of its receipt of the Step 2 letter.

12.1.4 STEP 3 - If the grievance is not resolved to the Union's satisfaction at Step 2, the Union may refer the matter to arbitration by submitting a written petition to the Public Employment Relations Commission within fourteen (14) calendar days of receiving the City Administrator's Step 2 written response. The petition shall request a list of nine (9) names of qualified arbitrators from which the parties shall alternatively strike names until one (1) name remains. The right to strike first shall be determined by a flip of the coin. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The Arbitrator may only render a decision on issues addressed within this Agreement. Nothing in this section should be construed as to prohibit the parties from agreeing upon a neutral third party to serve as impartial arbitrator.

12.2 The failure to comply with the time limitations specified herein for taking complaints to the grievance procedure, as well as for processing the grievance through the steps of this procedure shall constitute a bar to filing a grievance or a dismissal of the grievance and a forfeiture of the right to process the grievance further. The time limits may only be extended by the written agreement of the parties.

12.3 Each party shall bear the expense of presenting its own case. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

12.4 If the Employer is the grieving party, the same procedure set forth above shall apply except the roles of the Union and the Employer shall be reversed.

T/A 02-11-16

ARTICLE 13 – ~~MAINTANCE~~ MAINTENANCE OF STANDARDS

13.1 The Employer agrees, subject to the other specific language of this Agreement that any and all conditions of employment shall be maintained at not less than the highest standards in effect at the time of signing this Agreement.

ARTICLE 14 – MANAGEMENT RIGHTS

14.1 Subject to the provisions of this Agreement, the following items are solely the responsibility of management:

- A) Hiring, evaluating qualifications, evaluating skill and ability, maintaining order, the power and right to hire, lay off, recall, promote and demote, the power to discipline and discharge for just cause;

- B) The assignment and scheduling of work; the determination and location of any part or all of the physical premises, the determination of the number of persons required to operate and/or maintain all or any portion of the physical premises; the determination to subcontract; the determination of equipment, methods, procedures, schedules and system's designs; the decision to operate, determine the level of operation or to shut down any portion or all of the physical premises; the right to relocate any or all of the physical premises;

- 14.2 Notwithstanding Section "B" above, the Employer may not subcontract bargaining unit work if it would result in the layoff of bargaining unit employees.

ARTICLE 15 – MATTERS COVERED AND COMPLETE AGREEMENT

- 15.1 It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and there are no other agreements written or verbal except as specifically referred to within.

ARTICLE 16 – SEPARABILITY AND SAVINGS

- 16.1 Should any portion of this Agreement not be put into effect because of subsequent legislation, Executive Orders, regulations dealing with Wage and Price Stabilization, or any other similar superior governmental mandates, then such portions or any part thereof including any retroactive requirement thereof shall become effective at such time and in such amounts and for such periods retroactively and prospectively as shall be permitted by law at any time during the life of this Agreement and any extensions thereof.
- 16.2 Should any provision of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be retained by such tribunal pending a final determination as to its validity, the remainder of this Agreement as it relates to persons or circumstances other than those to which it has been held invalid shall not be affected thereby. In the event that any provision of this Agreement is held invalid or enforcement of or compliance with has been restrained, as hereinbefore set forth, the Employer and the Union shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint

T/A 11-19-15

ARTICLE 17 - DURATION

- 17.1 This Agreement shall be effective January 01, ~~2012~~ **2016** and shall remain in full force and effect through December 31, ~~2015~~ **2019**.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF NORTH BEND,
WASHINGTON

By	_____	By	_____
	Scott A. Sullivan		Kenneth G. Hearing
	Secretary-Treasurer		Mayor
Date	_____	Date	_____

APPENDIX "A"
 to the
 AGREEMENT
 by and between
 CITY OF NORTH BEND, WASHINGTON
 and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763

(Representing the Office-Clerical and Technical Employees)

T/A 02-11-16

January 01, ~~2012~~ **2016** through December 31, ~~2015~~ **2019**

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF NORTH BEND, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

T/A 02-11-16

A.1 Effective January 01, ~~2012~~ **2016**, the ~~2015~~ rates of pay for each classification covered by this shall be **increased by one point five percent (1.5%) across the board plus one fourth (1/4) of the percentage below the market average adjustment.**

CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
Administrative Assistant	\$3,173	\$3,305	\$3,437	\$3,575	\$3,754	\$3,939
Accounting Assistant I	\$3,400	\$3,547	\$3,698	\$3,850	\$4,046	\$4,256
Accounting Assistant II Business License & Tax Coordinator Deputy City Clerk	4,014	\$4,174	\$4,342	\$4,512	\$4,697	\$4,884
Office Coordinator/Permit Tech Public Works Office Coordinator	\$3,749	\$3,937	\$4,133	\$4,340	\$4,556	\$4,786
Mapping CADD Tech	\$3,978	\$4,129	\$4,284	\$4,448	\$4,614	\$5,073
Utilities Coordinator	\$4,014	\$4,174	\$4,342	\$4,516	\$4,697	\$4,884
Police Office Supervisor Payroll Officer Building Inspector	\$4,158	\$4,326	\$4,499	\$4,679	\$4,914	\$5,161
Associate Planner	\$4,452	\$4,630	\$4,818	\$5,008	\$5,259	\$5,467
Staff Accountant	\$4,742	\$4,933	\$5,131	\$5,336	\$5,549	\$5,771
Senior Planner	\$5,275	\$5,486	\$5,704	\$5,933	\$6,170	\$6,418
<u>Administrative Assistant</u>	<u>\$3,481</u>	<u>\$3,620</u>	<u>\$3,765</u>	<u>\$3,915</u>	<u>\$4,072</u>	<u>\$4,235</u>
<u>Accounting Assistant I</u>	<u>\$3,662</u>	<u>\$3,809</u>	<u>\$3,961</u>	<u>\$4,120</u>	<u>\$4,284</u>	<u>\$4,456</u>
<u>Office Coordinator/Permit Tech Public Works Office Coordinator</u>	<u>\$4,198</u>	<u>\$4,365</u>	<u>\$4,540</u>	<u>\$4,722</u>	<u>\$4,911</u>	<u>\$5,107</u>
<u>Accounting Assistant II Business License & Tax Coordinator Utilities Coordinator</u>	<u>\$4,234</u>	<u>\$4,403</u>	<u>\$4,579</u>	<u>\$4,762</u>	<u>\$4,953</u>	<u>\$5,151</u>
<u>Deputy City Clerk</u>	<u>\$4,343</u>	<u>\$4,516</u>	<u>\$4,697</u>	<u>\$4,885</u>	<u>\$5,080</u>	<u>\$5,284</u>

<u>Payroll Officer</u>	<u>\$4,457</u>	<u>\$4,635</u>	<u>\$4,820</u>	<u>\$5,013</u>	<u>\$5,214</u>	<u>\$5,422</u>
<u>Mapping CADD Tech</u>	<u>\$4,574</u>	<u>\$4,757</u>	<u>\$4,947</u>	<u>\$5,145</u>	<u>\$5,351</u>	<u>\$5,565</u>
<u>Records Coordinator</u>	<u>\$4,640</u>	<u>\$4,825</u>	<u>\$5,018</u>	<u>\$5,219</u>	<u>\$5,428</u>	<u>\$5,645</u>
<u>Building Inspector</u>	<u>\$4,651</u>	<u>\$4,837</u>	<u>\$5,031</u>	<u>\$5,232</u>	<u>\$5,441</u>	<u>\$5,659</u>
<u>Staff Accountant</u>	<u>\$4,968</u>	<u>\$5,167</u>	<u>\$5,374</u>	<u>\$5,589</u>	<u>\$5,812</u>	<u>\$6,045</u>
<u>Associate Planner</u>	<u>\$4,868</u>	<u>\$5,063</u>	<u>\$5,265</u>	<u>\$5,476</u>	<u>\$5,695</u>	<u>\$5,923</u>
<u>Senior Planner</u>	<u>\$5,689</u>	<u>\$5,917</u>	<u>\$6,154</u>	<u>\$6,400</u>	<u>\$6,656</u>	<u>\$6,922</u>

T/A 02-11-16

A.1.2 Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible and in any case not later than the second regular pay day for all hours compensated.

T/A 02-11-16

A.2 Effective January 01, ~~2013~~ 2017, the 2016 rates of pay for each classification covered by this Agreement shall be as follows increased by one point seven five percent (1.75%) plus one fourth (1/4) of the percentage below the market average adjustment. ~~.(Reflects a 2.0% increase over 2012 rates)~~

CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
Administrative Assistant	\$3,237	\$3,371	\$3,506	\$3,647	\$3,829	\$4,018
Accounting Assistant I	\$3,468	\$3,618	\$3,772	\$3,927	\$4,127	\$4,341
Accounting Assistant II Business License & Tax Coordinator Deputy City Clerk	\$4,094	\$4,258	\$4,429	\$4,606	\$4,790	\$4,982
Office Coordinator/Permit Tech Public Works Office Coordinator	\$3,824	\$4,016	\$4,216	\$4,427	\$4,647	\$4,882
Mapping CADD Tech	\$4,058	\$4,211	\$4,370	\$4,537	\$4,706	\$5,175
Utilities Coordinator	\$4,094	\$4,258	\$4,429	\$4,606	\$4,790	\$4,982
Police Office Supervisor Payroll Officer Building Inspector	\$4,241	\$4,412	\$4,589	\$4,773	\$5,012	\$5,264
Associate Planner	\$4,541	\$4,722	\$4,914	\$5,108	\$5,364	\$5,576
Staff Accountant	\$4,837	\$5,031	\$5,233	\$5,443	\$5,660	\$5,887
Senior Planner	\$5,381	\$5,596	\$5,819	\$6,051	\$6,293	\$6,546
<u>Administrative Assistant</u>	<u>\$3,641</u>	<u>\$3,787</u>	<u>\$3,938</u>	<u>\$4,096</u>	<u>\$4,259</u>	<u>\$4,430</u>
<u>Accounting Assistant I</u>	<u>\$3,731</u>	<u>\$3,880</u>	<u>\$4,035</u>	<u>\$4,197</u>	<u>\$4,365</u>	<u>\$4,539</u>
<u>Office Coordinator/Permit Tech Public Works Office Coordinator</u>	<u>\$4,358</u>	<u>\$4,532</u>	<u>\$4,714</u>	<u>\$4,902</u>	<u>\$5,098</u>	<u>\$5,302</u>
<u>Accounting Assistant II Business License & Tax Coordinator Utilities Coordinator</u>	<u>\$4,344</u>	<u>\$4,518</u>	<u>\$4,699</u>	<u>\$4,887</u>	<u>\$5,082</u>	<u>\$5,285</u>
<u>Deputy City Clerk</u>	<u>\$4,571</u>	<u>\$4,754</u>	<u>\$4,944</u>	<u>\$5,142</u>	<u>\$5,348</u>	<u>\$5,561</u>

<u>Payroll Officer</u>	<u>\$4,556</u>	<u>\$4,738</u>	<u>\$4,928</u>	<u>\$5,125</u>	<u>\$5,330</u>	<u>\$5,543</u>
<u>Mapping CADD Tech</u>	<u>\$4,882</u>	<u>\$5,077</u>	<u>\$5,280</u>	<u>\$5,491</u>	<u>\$5,711</u>	<u>\$5,940</u>
<u>Records Coordinator</u>	<u>\$4,860</u>	<u>\$5,055</u>	<u>\$5,257</u>	<u>\$5,467</u>	<u>\$5,686</u>	<u>\$5,913</u>
<u>Building Inspector</u>	<u>\$4,962</u>	<u>\$5,161</u>	<u>\$5,367</u>	<u>\$5,582</u>	<u>\$5,805</u>	<u>\$6,037</u>
<u>Staff Accountant</u>	<u>\$5,063</u>	<u>\$5,266</u>	<u>\$5,477</u>	<u>\$5,696</u>	<u>\$5,924</u>	<u>\$6,160</u>
<u>Associate Planner</u>	<u>\$5,131</u>	<u>\$5,337</u>	<u>\$5,550</u>	<u>\$5,772</u>	<u>\$6,003</u>	<u>\$6,243</u>
<u>Senior Planner</u>	<u>\$5,971</u>	<u>\$6,210</u>	<u>\$6,458</u>	<u>\$6,717</u>	<u>\$6,985</u>	<u>\$7,265</u>

T/A 02-11-16

A.3 Effective January 01, ~~2014~~ **2018**, the **2017** rates of pay for each classification covered by this Agreement shall be ~~as follows~~ **increased by one point seven five percent (1.75%) plus one fourth (1/4) of the percentage below the market average adjustment.** ~~(Reflects a 2.0% increase over 2013 rates)~~

CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
Administrative Assistant	\$3,302	\$3,438	\$3,576	\$3,720	\$3,906	\$4,098
Accounting Assistant I	\$3,537	\$3,690	\$3,847	\$4,006	\$4,210	\$4,428
Accounting Assistant II Business License & Tax Coordinator Deputy City Clerk	\$4,176	\$4,343	\$4,517	\$4,698	\$4,886	\$5,082
Office Coordinator/Permit Tech Public Works Office Coordinator	\$3,904	\$4,096	\$4,300	\$4,515	\$4,740	\$4,980
Mapping CADD Tech	\$4,139	\$4,296	\$4,458	\$4,628	\$4,800	\$5,278
Utilities Coordinator	\$4,176	\$4,343	\$4,517	\$4,698	\$4,886	\$5,082
Police Office Supervisor Payroll Officer Building Inspector	\$4,326	\$4,501	\$4,680	\$4,868	\$5,112	\$5,370
Associate Planner	\$4,632	\$4,817	\$5,012	\$5,210	\$5,472	\$5,688
Staff Accountant	\$4,934	\$5,132	\$5,338	\$5,551	\$5,773	\$6,004
Senior Planner	\$5,488	\$5,708	\$5,935	\$6,172	\$6,419	\$6,677
<u>Administrative Assistant</u>	<u>\$3,809</u>	<u>\$3,961</u>	<u>\$4,120</u>	<u>\$4,284</u>	<u>\$4,456</u>	<u>\$4,634</u>
<u>Accounting Assistant I</u>	<u>\$3,801</u>	<u>\$3,953</u>	<u>\$4,111</u>	<u>\$4,275</u>	<u>\$4,446</u>	<u>\$4,624</u>
<u>Office Coordinator/Permit Tech Public Works Office Coordinator</u>	<u>\$4,525</u>	<u>\$4,706</u>	<u>\$4,894</u>	<u>\$5,090</u>	<u>\$5,293</u>	<u>\$5,505</u>
<u>Accounting Assistant II Business License & Tax Coordinator Utilities Coordinator</u>	<u>\$4,458</u>	<u>\$4,636</u>	<u>\$4,822</u>	<u>\$5,014</u>	<u>\$5,215</u>	<u>\$5,424</u>
<u>Deputy City Clerk</u>	<u>\$4,811</u>	<u>\$5,004</u>	<u>\$5,204</u>	<u>\$5,412</u>	<u>\$5,628</u>	<u>\$5,853</u>
<u>Payroll Officer</u>	<u>\$4,657</u>	<u>\$4,844</u>	<u>\$5,037</u>	<u>\$5,239</u>	<u>\$5,448</u>	<u>\$5,666</u>
<u>Mapping CADD Tech</u>	<u>\$5,211</u>	<u>\$5,419</u>	<u>\$5,636</u>	<u>\$5,861</u>	<u>\$6,096</u>	<u>\$6,340</u>
<u>Records Coordinator</u>	<u>\$5,091</u>	<u>\$5,295</u>	<u>\$5,507</u>	<u>\$5,727</u>	<u>\$5,956</u>	<u>\$6,194</u>

<u>Building Inspector</u>	<u>\$5,294</u>	<u>\$5,506</u>	<u>\$5,726</u>	<u>\$5,955</u>	<u>\$6,193</u>	<u>\$6,441</u>
<u>Staff Accountant</u>	<u>\$5,160</u>	<u>\$5,367</u>	<u>\$5,581</u>	<u>\$5,805</u>	<u>\$6,037</u>	<u>\$6,278</u>
<u>Associate Planner</u>	<u>\$5,409</u>	<u>\$5,626</u>	<u>\$5,851</u>	<u>\$6,085</u>	<u>\$6,328</u>	<u>\$6,581</u>
<u>Senior Planner</u>	<u>\$6,267</u>	<u>\$6,518</u>	<u>\$6,778</u>	<u>\$7,050</u>	<u>\$7,332</u>	<u>\$7,625</u>

T/A 02-11-16

A.4 Effective January 01, ~~2015~~ **2019**, the **2018** rates of pay for each classification covered by this Agreement shall be ~~as follows:~~ **increased by one point seven five percent (1.75%) plus one fourth (1/4) of the percentage below the market average adjustment.** ~~(Reflects a 2.5% increase over 2014 rates)~~

CLASSIFICATIONS	STEP A 00-06m	STEP B 07-12m	STEP C 13-24m	STEP D 25-36m	STEP E 37-48m	STEP F 49m +
Administrative Assistant	\$3,384	\$3,524	\$3,665	\$3,813	\$4,003	\$4,204
Accounting Assistant I	\$3,625	\$3,783	\$3,943	\$4,106	\$4,315	\$4,539
Accounting Assistant II Business License & Tax Coordinator Deputy City Clerk	\$4,280	\$4,452	\$4,630	\$4,816	\$5,008	\$5,209
Office Coordinator/Permit Tech Public Works Office Coordinator	\$3,998	\$4,198	\$4,407	\$4,628	\$4,859	\$5,104
Mapping CADD Tech	\$4,243	\$4,403	\$4,569	\$4,743	\$4,920	\$5,410
Utilities Coordinator	\$4,280	\$4,452	\$4,630	\$4,816	\$5,008	\$5,209
Police Office Supervisor Payroll Officer Building Inspector	\$4,434	\$4,613	\$4,797	\$4,990	\$5,240	\$5,504
Associate Planner	\$4,748	\$4,937	\$5,138	\$5,340	\$5,608	\$5,830
Staff Accountant	\$5,057	\$5,260	\$5,472	\$5,690	\$5,917	\$6,154
Senior Planner	\$5,626	\$5,851	\$6,083	\$6,327	\$6,580	\$6,844
<u>Administrative Assistant</u>	<u>\$3,984</u>	<u>\$4,143</u>	<u>\$4,309</u>	<u>\$4,481</u>	<u>\$4,661</u>	<u>\$4,847</u>
<u>Accounting Assistant I</u>	<u>\$3,872</u>	<u>\$4,027</u>	<u>\$4,188</u>	<u>\$4,355</u>	<u>\$4,530</u>	<u>\$4,711</u>
<u>Office Coordinator/Permit Tech Public Works Office Coordinator</u>	<u>\$4,698</u>	<u>\$4,885</u>	<u>\$5,081</u>	<u>\$5,284</u>	<u>\$5,495</u>	<u>\$5,715</u>
<u>Accounting Assistant II Business License & Tax Coordinator Utilities Coordinator</u>	<u>\$4,574</u>	<u>\$4,757</u>	<u>\$4,947</u>	<u>\$5,145</u>	<u>\$5,351</u>	<u>\$5,565</u>
<u>Deputy City Clerk</u>	<u>\$5,064</u>	<u>\$5,266</u>	<u>\$5,477</u>	<u>\$5,696</u>	<u>\$5,924</u>	<u>\$6,161</u>
<u>Payroll Officer</u>	<u>\$4,761</u>	<u>\$4,951</u>	<u>\$5,149</u>	<u>\$5,355</u>	<u>\$5,569</u>	<u>\$5,792</u>
<u>Mapping CADD Tech</u>	<u>\$5,562</u>	<u>\$5,784</u>	<u>\$6,016</u>	<u>\$6,256</u>	<u>\$6,506</u>	<u>\$6,767</u>
<u>Records Coordinator</u>	<u>\$5,333</u>	<u>\$5,546</u>	<u>\$5,768</u>	<u>\$5,999</u>	<u>\$6,239</u>	<u>\$6,488</u>
<u>Building Inspector</u>	<u>\$5,648</u>	<u>\$5,874</u>	<u>\$6,109</u>	<u>\$6,353</u>	<u>\$6,607</u>	<u>\$6,871</u>
<u>Staff Accountant</u>	<u>\$5,259</u>	<u>\$5,469</u>	<u>\$5,688</u>	<u>\$5,916</u>	<u>\$6,152</u>	<u>\$6,398</u>
<u>Associate Planner</u>	<u>\$5,701</u>	<u>\$5,929</u>	<u>\$6,166</u>	<u>\$6,413</u>	<u>\$6,669</u>	<u>\$6,936</u>

Senior Planner	\$6,578	\$6,841	\$7,114	\$7,399	\$7,695	\$8,003
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- A.5 Step Increases - STEPS A to B, B to C, C to D, and E to F are STEP increases which become effective upon completion of the specified months of employment identified in Section A.1., A.2, A.3 and A.4.
- A.6 Promotion - In the event that an employee moves from one classification to a higher paying classification, as measured by the comparative pay scales on STEP A, the employee shall be placed into the lowest pay STEP of the higher classification which provides for a salary increase of at least four point five percent (4.5%). An employee moving from one classification to a lower paying classification shall be placed into the highest STEP of the lower classification which does not provide a salary increase.
- A.7 Longevity Bonus - In addition to the monthly rates of pay provided for in Section A.1, A.2, A.3 and A.4.1, employees shall receive a Longevity Bonus based upon their years of service with the Employer as follows:

After the first five (5) years of service with the Employer, an employee shall receive thirty dollars (\$30.00) per month in addition to his regular wage, and for each additional year of service with the Employer thereafter, an employee shall receive an additional ten dollars (\$10.00) per month in addition to his regular wage; provided however, at no time shall this Longevity Bonus exceed one hundred fifty dollars (\$150.00) per month.

T/A 02-11-16

- A.7.1 Those employees hired after ~~the date the last signature is placed on this document, will~~ **are** not ~~be~~ eligible to receive the Longevity Bonus.

PUBLIC, PROFESSIONAL & OFFICE-
 CLERICAL EMPLOYEES AND DRIVERS
 LOCAL UNION NO. 763, affiliated with the
 International Brotherhood of Teamsters

CITY OF NORTH BEND,
 WASHINGTON

By _____
 Scott A. Sullivan
 Secretary-Treasurer

By _____
 Kenneth G. Hearing
 Mayor

Date _____

Date _____

AGREEMENT

by and between

CITY OF NORTH BEND, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing the Office-Clerical and Technical Employees)

January 01, ~~2012~~ **2016** through December 31, ~~2015~~ **2019**

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City Council Agenda Bill

SUBJECT:		Agenda Date: March 1, 2016	AB16-025
Appointment to the Planning Commission		Department/Committee/Individual	
		Mayor Ken Hearing	X
		City Administrator – Londi Lindell	
		City Attorney - Mike Kenyon	
		City Clerk – Susie Oppedal	
		Community & Economic Development – Gina Estep	
		Finance – Dawn Masko	
		Public Works – Mark Rigos	
Cost Impact: N/A			
Fund Source: N/A			
Timeline:			
Attachments: Application			
<p>SUMMARY STATEMENT:</p> <p>The Planning Commission prepares and recommends coordinated plans, regulations and restrictions for the physical development of the City. The Commission consists of seven members with terms of four years each. Four of the commissioners shall reside inside the City limits while three may reside in the 98045 zip code area (NBMC 2.28.010).</p> <p>Planning Commission Position Number 6 became vacant as a result of Commissioner Brenden Elwood’s election to City Council Position No. 5 with a term which began on January 1, 2016. The vacancy was advertised and applicants were interviewed by Mayor Hearing and Community & Economic Development Director Estep on February 11th.</p> <p>Mayor Hearing is recommending the appointment of Mary Miller to Position #6, term expiring May 18, 2018.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOTION to approve AB16-025, confirming the appointment of Mary Miller to Planning Commission Position No. 6, term expiring May 18, 2018.</p>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
March 1, 2016			



City of North Bend Commission Application



Name: MARY J. MILLER

Address: 120 W. 6th St. North Bend, Wa 98045

Home Phone: _____ Cell Phone: _____

Business Phone: 425-941-5597 Email: _____

How long at residence: 9+ years Best time to contact: 9-6pm daily

Commission desired: 1st Choice Planning 2nd Choice _____

Reason you are interested in serving: I would be honored to be a positive addition to work together for the greatest potential possibilities for the people and hometown I love so much.

Previous community activities: I have been involved on a variety of ways over the last 9 years, NB Block Party, all Jazz + Blues Walks, Festival at M+S, created Heart of the Valley etc...

Applicable education, occupational, and specialized experience: BA Michigan State University LA Times staff photographer, 1982-1985, Jon Douglas Co RE photographer - '85-'88- owner of Down to Earth Photography and Mary Miller Photography.

Commissions make recommendations regarding monetary expenditures and/or benefits to certain areas of the Community.

1) Can you foresee possible conflicts of interest with any of your current employment or civic positions?
No

2) When making decisions do you feel you could be impartial and base your decision on the overall need and benefit of the community?
absolutely!

Are there days or evenings you would be unavailable to meet?
Every weekday evening I am available

Please see the attached descriptions of Commissions for general information and meeting times.

Please return completed form and resume to:
City of North Bend, Attn: City Clerk, 211 Main Avenue N., P.O. Box 896, North Bend, WA 98045
For more information call 425-888-7627 or email: soppedal@northbendwa.gov

**PARKS COMMISSION 2015 SUMMARY REPORT AND
2016 TENTATIVE WORK PROGRAM**

To: City Council
Date: January 20, 2016
From: Mike McCarty, Senior Planner, and Yvonne Dalke, Parks Commission Chair

City Council members,
As required per NBMC 2.24.120, *“the Parks Commission, at or before its first regular meeting in February of each year, shall make a full report, in writing, to the Council of its transactions and expenditures, if any, for the proceeding year, with such general recommendations as to matters covered by its prescribed duties and authority as may seem proper.”*

This report is provided to summarize the activities and accomplishments and expenditures of the Parks Commission in 2015 as well as to provide the tentative work program of the Parks Commission in 2016, seeking any feedback or additional direction from the Council on this work program.

2015 Expenditures:

The Parks Commission expended \$5000 from the Small Parks Improvements Fund for trash can lids and recycling and garbage cans at Torguson Park, EJ Roberts Park, and Gardiner Weeks Park. The Parks Commission wishes to thank the City Council for authorizing the continuation of the Small Parks Improvements Fund for small-scale uses such as this.

2015 Activities:

Update to Parks Element of the Comprehensive Plan

By far the largest work item in 2015, the Parks Commission worked throughout the year on updating the Parks Element of the Comprehensive Plan, including the 6-year Park Capital Facilities Plan. This work included hosting a Public Workshop on June 24 and a conducting an online Parks Community Survey in July, to solicit public input in the update. The Parks Commission provided their recommendation to the Planning Commission and City Council on the Element on September 23. Staff and the Parks Commission wish to thank the Council for their adoption of the updated Parks Element at the December 8 Council meeting.

We are pleased to report that the Washington State Recreation and Conservation Office certified the updated Parks Element on January 7, 2016. With this certification, the City is eligible for state Recreation and Conservation Funding Board grants through December 8, 2021, when our next Parks Element update is due.

EJ Roberts Park Improvements Recommendations

At their March 11 meeting, the Parks Commission reviewed and made recommendations on the proposed improvements to EJ Roberts Park including the picnic shelter, bridge and swingset replacement, and landscaping improvements. The Parks Commission also provided a recommendation for use of Park Impact Fee Revenue for these improvements.

Torguson Park Improvements Recommendations

At their May 27 meeting, the Parks Commission provided recommendations on the conceptual site plan for the proposed Torguson Park improvements, as well as the exercise equipment to be installed at the park through this project.

Parks Field-Trip and Recommendation of Maintenance and Improvements to Parks

At their August 26 meeting, the Parks Commission toured a number of city parks to identify and suggest needed maintenance and improvement items at these parks, for consideration for planning future maintenance and capital budgets. See the attached Parks Commission recommendations provided to staff on this. The maintenance recommendations may be incorporated into the Parks Crew's work program for 2016, and the improvements recommendations may be addressed through future decision cards brought to the Council for consideration.

Recommendation on Roundabout Landscaping Improvements

At their November 18 meeting, the Parks Commission reviewed the conceptual landscape plans for the proposed roundabout at Park Street/North Bend Way/Downing. The Parks Commission's suggestions were provided to staff for considering in the design of the project.

Landscaping Recommendations for Existing Roundabouts

At their November 18 meeting, the Parks Commission provided staff with a recommendation on future landscape improvements for the existing roundabouts within North Bend, to both fill in /improve the appearance of these roundabouts and provide some visual match of these roundabouts with the design of the landscaping of the proposed Park Street/North Bend Way/Downing Roundabout. These recommendations will be brought forward to the City Council for Council's consideration in a future decision card.

Review of New Park Improvements

As an established duty of the Parks Commission per NBMC 2.24.100, the Parks Commission is responsible to provide review and comment on new parks within the City. In 2015, the Parks Commission reviewed and made recommendations on the proposed park improvements for the Cottages at North Bend Subdivision, the Cedar Landing Subdivision, and the Tanner Lane Apartments.

EJ Roberts Park Adoption Activities

The Parks Commission provided cleanup work parties in April and October at EJ Roberts Park through the adopt-a-park program, clearing blackberries, weeding planting beds, and repainting park picnic tables and benches. Since 2011, the Parks Commission has put in over 100 collective hours at this park, serving as a good example to the community about the Adopt a Park Program.

2016 Tentative Work Program

At their November 2015 meeting, the Parks Commission considered a number of potential topics to address in the coming year. The Parks Commission recommended the following topics for 2016, and seek any City Council feedback or additional direction regarding this tentative work program.

1. Recommendation on West Entry Area to Torguson Park. To improve the southwest corner of the park and ensure that it properly aligns with the new entrance improvements through the new Phoenix Plaza development (explosion site property), the Parks Commission will make recommendations on the layout, design and proposed features for this corner of the park, including the BMX park and the corner property to be added to the park by donation from Les Schwab.
2. Park signage Recommendation and Installation. The Parks Commission wishes to thank the Council for authorizing the 2015/2016 decision card to replace the park entry signs

throughout the City and install additional park information signs. The Parks Commission will work on this in 2016 with a sign consultant on the design of these signs, and staff will work with the consultant on installation.

3. Arbor Day: Coordinate activities recognizing National Arbor Day (tentatively planned for November), including community involvement.
4. Park-Related Development Review: New mini park improvements will be reviewed by the Parks Commission during the preliminary plat process for new subdivisions, including:
 - a. Tanner Falls Subdivision (John Day Homes).
 - b. Phoenix Plaza Multifamily
 - c. Other subdivision applications as received.

The Parks Commission and staff wish to thank the City Council for consideration of past and future Parks Commission recommendations, and appreciate your direction, feedback, and communication as we work collectively towards the planning and betterment of the City of North Bend's park and recreation resources.



Yvonne Dalke, Parks Commission Chair

Date 2-24-16



Mike McCarty, Senior Planner

Date 2/24/2016

PARKS COMMISSION 2015 PARKS NEEDS ASSESSMENT

To: Public Works, Parks and Planning Staff

Date: September 28, 2015

From: North Bend Parks Commission

At their August 26 meeting, the Parks Commission took a field trip, at their request, to visit some of the City's Parks to identify and suggest needed maintenance and improvement items at these parks, for consideration for future Maintenance and Capital Budgets. The following provides the comments and suggestions provided by the Parks Commissioners for the parks that were visited:

EJ Roberts Park

1. Potential/Planned Improvements:
 - a. Parks Commission thanks Public Works staff for planned replacement to the primary pedestrian bridge, picnic shelter, and replaced swings.
 - b. Primary play structure is deteriorating and should be replaced within the next few years. Parks Commission has recommended this on the 6-year Capital Improvements Plan.
2. Maintenance Items:
 - a. Basketball courts:
 - i. Need to have lines repainted.
 - ii. Rotting guardrail should be replaced with a 4' black chain link fence to keep stray balls from going down into swale.
 - iii. Backboards and rims should be replaced, as they are deteriorated and most of the net hooks are no longer there to adequately hold nets.
 - iv. 2016 Decision Card submitted for Council consideration for the above issues.
 - b. Tennis Courts:
 - i. Acrylic surface is old and should be replaced, also addressing several "birdbath" sinking areas and large crack running between courts.
 - ii. 2016 Decision Card submitted for Council consideration for this issue.
 - c. Several large sink-hole areas within the south end of central lawn/field. These could easily be filled to provide a smooth and even field.
 - d. Abandoned / non-functioning light pole beside bridge should be taken down as it is an eyesore.
 - e. Rusting steel drum garbage can next to light pole should be removed, as it is an eyesore and open to the elements. (there is a newer can with lid right next to it.)
 - f. Large dead snag at the north end of the central lawn/field should be cut down as it is messy and dead branches could fall and cause injury.
 - g. New paint needed to clean up water fountain and several picnic tables/benches. (Parks Commission can do this as a work party.)

Torguson Park

1. Potential Improvements:
 - a. Climbing Rock –
 - i. Needs additional carabiner anchor sets at the top of the rock to fill in a missing area that the climbers comment on.
 - ii. Benches should be installed around the climbing rock for those watching climbers.
 - iii. Add garbage cans in this area for climbing rock users.
 - iv. Picnic tables may also be useful in this area.

- b. Splash fountain/spray park feature.
 - i. Construction yard property adjacent to the vehicle entry to the park would make a good location for this.
 - c. New southwest pedestrian entry area – Eliminate dilapidated fencing, provide new landscaping and parking spaces, and make very visible pedestrian entry.
 - d. BMX Park – Improvements should be coordinated with new southwest pedestrian entry improvements for a cohesive layout.
2. Maintenance Items -
- a. Garbage cans - Need to do round-2 of garbage can replacements. Several remaining rusty steel drum cans should be removed and replaced with updated garbage and recycling cans.
 - b. BMX park - needs general clean-up, removal of rocks and sticks. (May suggest this as Adopt-a-Park event from Cascade Covenant Church).
 - c. Skate park:
 - d. Noted that lots of people are using the skate park – very popular facility, in comparison against basketball court and tennis court at EJ Roberts. This should inform prioritization of maintenance and future improvement funds.
 - e. Needs resurfacing in many areas. Very rough for skateboards.
 - f. Remove remaining fence posts around the skate park. These are no longer necessary as most of fence is gone.

William H. Taylor Park

- 1. Potential/Planned Improvements:
 - a. As previously noted, overgrowth of trees and landscaping on west side of depot limits visibility into park, and south end of park is a mess of private parking within public space. 2016 Decision card has been submitted for Council Consideration to prepare site plan to address these issues.
- 2. Maintenance Items:
 - a. Replace rusting steel drum garbage can with updated garbage and recycling cans.
 - b. Limb up low-hanging branches throughout park to open up visibility.

Gardiner Weeks Park

- 1. Potential Improvements:
 - a. Large lawn and drainage swale area just north of Senior Center Parking Lot is wasted space. Install park features that would be good for seniors and possibly for senior/youth interaction. In addition to benches, picnic tables and landscaping, area could include outdoor chess set, petanque, horseshoes, etc., with game equipment checked out from the Senior Center.
 - b. This may also be a good site for an interactive fountain/spray park.
 - c. Remove aging gazebo and replace with open courtyard area with seating.
 - d. Need more obvious/visible pathway to museum entry from parking lot – where is the museum’s entrance?
- 2. Maintenance Items:
 - a. Remove abandoned/broken water fountain near gazebo.
 - b. Eliminate cluster of dead arborvitae beside the dumpsters at the end of the parking lot.
 - c. Limb up low-branches from trees near gazebo to improve visibility and light into area.
 - d. Remove ivy from tree trunks.



City Council Agenda Bill

SUBJECT:	Agenda Date: March 1, 2016	AB16-026
A Motion Accepting an Energy Services Proposal (ESP) from Ameresco, Inc. as part of an application for a Washington State Department of Commerce Energy Efficiency Grant	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	
	Finance – Dawn Masko	
	Public Works – Mark Rigos, P.E.	
	Public Works – Donald DeBerg, P.E.	X
Cost Impact: N/A		
Fund Source: N/A		
Timeline: Immediate		
Attachments: Energy Services Proposal		
<p>SUMMARY STATEMENT:</p> <p>The City previously entered into an Interagency Agreement with the Department of Enterprise Services to facilitate the prompt completion of necessary improvements at the Wastewater Treatment Plant for the ultraviolet disinfection system. The work is proposed for completion by Ameresco Inc. as an Energy Savings Performance Contract (ESPC) through the approved state program, so as to achieve numerous benefits for the City including:</p> <ul style="list-style-type: none"> • Reduced project timeline through ESPC methodology and design/build approach • Allow the selection of preferred equipment and installers rather than lowest bidder • Streamlined design costs • Reduce risk and assure project outcomes with a guarantee regarding maximum project price, equipment performance and energy savings • Allow application for Department of Commerce Energy Efficiency Grant funding for the qualifying energy related components of the project • Facilitate low interest financing through the Washington State Treasurer <p>Ameresco has completed the energy audit and project design, and the findings of that work are incorporated into the attached Energy Services Proposal (ESP) which details the key elements of the project as proposed and would be used to apply for the Department of Commerce Energy Efficiency grant on March 3rd. The audit findings have determined that the City of North Bend may apply for an efficiency grant in the amount of \$29,000 to subsidize the installation of equipment in the project that will save energy costs of \$3,729 annually.</p> <p>The application for a Commerce Grant is non-binding and does not obligate the City to accept the funds or encumber the City to enter an agreement for services if Council chooses not to do so.</p> <p>Attached is the Energy Services Proposal, which details the contract terms of the proposed energy project that the City may choose to complete with Ameresco. The ESP details the design and construction of the energy conservation measures proposed for installation which more specifically includes; project scope of work, energy savings methodology and calculations, guaranteed maximum projects costs, guaranteed savings, measurement and verification services.</p>		
<p>COMMITTEE REVIEW AND RECOMMENDATION: This item has not had committee review due to the timeline required for grant application.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB16-026, accepting an Energy Services Proposal from Ameresco, Inc. as part of an application for a Washington State Department of Commerce Energy Efficiency Grant</p>		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
March 1, 2016		

EXHIBIT 2016-961 A(1)

ENERGY SERVICES PROPOSAL



For: City of North Bend
North Bend, Washington

By: Ameresco, Inc.
- Murray Greenwood, Account Executive
- Bruce Poulin, Account Executive
- Baraka Poulin, Project Manager
Ameresco Project Number 220-2015-01

3/3/16

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EXHIBIT 2 Bond Form (provided separately & incorporated herein)

EXHIBIT 3 Energy Services Agreement (provided separately & incorporated herein)

DRAFT

EXECUTIVE SUMMARY

A. SUMMARY & PROPOSED SERVICES

Ameresco is pleased to present this proposal for the implementation of energy efficiency measures for the City of North Bend.

This Proposal follows the outline contained in Section 2 of the Energy Services Agreement. It presents the contractual terms under which Ameresco, the City of North Bend, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first 3 year(s). Although the City of North Bend will operate and maintain the new equipment, Ameresco will provide important M&V services during the first 3 year(s) to help ensure the predicted savings are achieved. Ongoing M&V services are also offered for an additional cost at the owner's request.

B. PROJECT DESCRIPTION

The project improves the City of North Bend's infrastructure while saving energy. This project will upgrade the waste water treatment plant (WWTP) ultraviolet (UV) reactors to a more modern and energy efficient UV system.

C. PROJECT BENEFITS

1. Financial Benefits

Table 1 shows project costs, estimated utility incentives, and savings related to this project. The guaranteed maximum project cost is \$541,975 . Including sales tax and DES Energy Program project management fees, the total project cost is \$622,611 . The estimated utility incentive for the project is \$10,474 .

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (energy services company) labor and material costs will revert to the Owner at the end of the project.

The project will produce over \$3,705 annually in energy savings. The project produces a positive cash flow as shown on Table 1 Financial Analysis in the first year of operation. This is based on City of North Bend providing a capital investment of \$582,960 and financing \$0 .

2. Maintenance Related Benefits

\$0 Maintenance savings is not factored into this analysis.

3. Environmental Benefits

In addition to building improvements and energy savings, there is a significant positive impact on the environment as a result of this project. The energy savings produced as a result of this project will directly reduce the amount of power produced by the utilities and reduce CO₂ emissions by over 47,133 lbs. annually.

D. GUARANTEES

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$541,975 (project cost before sales tax and DES Energy Program project management fee). Also, Ameresco is guaranteeing

that the project will perform such that electrical savings will not be less than 47,133 kWh per year. This corresponds with 90% of the estimated energy savings.

E. CONCLUSION

This project represents an excellent opportunity for the City of North Bend to improve their facilities while saving energy. The project provides over \$620,000 in facility improvements. Ameresco looks forward to working with the City of North Bend and DES Energy Program in making this project a success.

I. FACILITY DESCRIPTION

Building	Address	Sq. Ft.	Approx. Age	Building Occupancy Schedule
WWTP	400 Bendigo Blvd N	n/a	1978	continuous

A. Waste Water Plant

1. Building Description

The North Bend system has a maximum monthly flow of 2.58 MGD. Waste water enters at the headworks, continues through an oxidation ditch, then is separated at the clarifier. Water runs through a UV system where pathogens are killed before discharging to the Snoqualmie river. The sludge runs through a centrifuge, where it is thickened and then trucked to a landfill.

2. UV treatment system

Aquionics UV model 4205 inline reactors provide UV treatment to effluent. The current reactors are powered by magnetic ballasts with 3 levels of power output. Operators manually adjust the power output based on demand.

The current units (#405,406) alternate operation and run continuously with the plant.

II. ENERGY CONSERVATION MEASURES (ECMs) TO BE IMPLEMENTED

A. Waste Water Plant

1. UV-1: Design

- a) Includes Pre design and Final design per Tetrattech proposal (Tasks 2,3)
- b) Includes permitting support and declaration of complete construction

2. UV Disinfection – new cabinets with 2 refurbished UV vessels and one new UV vessel

- a) Receive, install Aquionics equipment as provided per the Aquionics proposal. (Supplied by others.)
- b) Install 3 new power cabinets, remove 2 existing cabinets.
- c) Install 1 new reactor.
- d) Reactors 405, 406 will reuse the existing chambers, install new internal components.
- e) Install new master controller.
- f) Install cabling from UV vessels to cabinets.

- g) Provide and install two 14 inch flanged ductile iron base elbows and two standard flanged 90 degree ductile iron elbows; 1 new concrete pad and anchor bolts for base elbow for reactors 3 is included.
 - h) Provide and install 1 new electrically automated 14" butterfly isolation valve (#407) and three new manually actuated 14" butterfly valves with gear operator; two of these valves shall be installed for future reactor #408. All valves shall be of the same manufacturer.
3. HVAC improvements for Pump House (UV disinfection system room.)
- a) Furnish and install new supply and exhaust fans in building to maintain at least 12 air exchanges per hour.
4. Electrical
- a) Run reactor conduit and wire from new reactor (#407) through floor to power cabinet.
 - b) Furnish and install cables (3#4P and 1#8G) from the UV407 to MCC in Control Building though existing spare 1-1/4" conduit (P407) between existing handhole HHP10 and HHP11
 - c) MCC does not have any spare buckets (need to field verify), need to install a spare bucket for #407 (will be wired to #407 reactor) and future #408 (install bucket and conduit capacity only, not used at this time).
 - d) New conduct extensions may need to be provided from HHP10 to MCC wire way and HHP11 to New UV 407 power panel.
 - e) Furnish and install cable (1-Cat6) between New Master Controller and existing Ethernet switch in existing MTU panel Control Building though existing spare conduit (C407) between existing handhold HHCS10 and HHCS 11. Furnish and install conduit between HHCS10 and master UV controller and between HHCS 11 and MTU and HHCS 10. (Need to verify if conduits exist or not).
 - f) Furnish and install conductors (total 16-#14) between UV power panels and Existing auto dialer located in electrical room of existing control building through existing S405.
 - g) Wire valves and UV to master controller.
 - h) Furnish and install new cable and circuit breakers, motor controllers and thermostatic controls for two speed fans for air supply for existing pump house (UV) building. Thermostat shall be provide for remote monitoring and integration with plant SCADA system. Furnish and install cable and conduit to route signal to existing MTU panel PLC input card.
5. Demolition
- a) Provide all necessary demo including but not limited to existing cabinets. Deliver UV lamps and ballasts to Owner without damage to existing condition.
 - b) b. Remove existing blind flanges valves on existing pipe manifolds for installation of reactor 407 and deliver to Owner. Replace existing blind flanges on terminal end of new butterfly valves for reactor 408.
6. Warranty
- a) All work shall have a one year unconditional against failure due to workmanship, materials and equipment provided that equipment has been operated and maintained in accordance the Operation and Maintenance Manuals for the work materials and equipment provided for the project.
7. Controls and programming
- a) Include SCADA and Wonderware programming services per Tetrtech Proposal (task 5.4,5.5)

III. ESCO SERVICES

Ameresco will provide the following services:

1. Energy Audit: The energy audit is complete and is incorporated herein.
2. Design Services: Provide a detailed engineering design as needed to obtain Owner review and approval of the proposed system and to obtain competitive bids. Provide construction support services, start-up, and testing. Provide as-built drawings and relevant O&M manuals.
3. Construction: Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.
 - a) The ESCO may perform portions of the construction work or may subcontract portions to qualified firms. In either case, the ESCO will share information regarding actual costs of the work with the Owner.
 - b) When the ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to Owner a "Notice of Commencement of Energy Savings" and Owner shall have 10 days within which to accept the Notice.
 - c) At the conclusion of the last phase of the project, the ESCO will submit a "Notice of Substantial Completion" to the Owner.
4. Construction Management: Provide construction management services to coordinate and supervise the work. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. The ESCO will provide construction superintendence of the work and will coordinate any impact upon building tenants with the Owner.
5. Operation training: The ESCO will provide on-going training for the building staff during construction.
6. Performance Maintenance: The ESCO will provide on-going measurement and verification to help ensure the predicted savings are achieved throughout the first 1 year(s) of the agreement. Specific tasks will include:
 - a) Year One 1: Post installation Measurement and Verification (M&V) will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), Section IX – Method of Calculating Energy Savings and Energy Cost Savings, and the following Measurement and Verification table:

ECM	Conservation Measure	IPMVP Option	Work to be Performed	Key Performance Indicators	Stipulated Variables	Years to be Done	Work To Be Performed By	Owner Responsibilities
UV-1	Up grade or replace existing UV system with high efficiency lights, automatic modulating control.	A	<ul style="list-style-type: none"> UV light output should modulate based on plant flowrate. Verify installation as proposed. 	Trend of power level compared to flow (may use DMR for flow)	UV dosing	1	Ameresco	Owner to maintain equipment operation and operate system through automation.

- b) The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile energy savings.
- 7. Equipment Maintenance: The ESCO will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.
- 8. Operation and Maintenance Procedures: None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.
- 9. Warranty: The ESCO will warrant Equipment for one year following Notice of Substantial Completion.
- 10. Hazardous Waste: Should the project require removal or disposal of hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material, but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of such work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of hazardous material abatement and disposal is not included in this proposal with the exception of PCB ballasts.

IV. PROJECT COSTS

A. MAXIMUM PROJECT COST

The ESCO guarantees that the Maximum Project Cost will not exceed Five Hundred Forty One Thousand Nine Hundred Seventy Five Dollars and No Cents(\$541,975). This cost does not include sales tax, DES Energy Program project management fees, or continued measurement and verification charges. With sales tax, DES Energy Program project management fees, and continued measurement and verification (for Years 2 and 3) the Total Project Cost is Six Hundred Twenty Two Thousand Six Hundred Eleven Dollars and No Cents(\$622,611). The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

B. PROJECT COST TABLE

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ 3,800	\$ -	\$ 3,800
Estimated Labor and Material Cost	\$ 380,770	\$ -	\$ 380,770
M,W,G Design @ 10.0% of Labor & Material	\$ 38,077		\$ 38,077
Construction Mgt @ 6.0% of Labor & Material	\$ 22,846	\$ -	\$ 22,846
Bonding @ 2.0% of Labor & Material	\$ 7,615	\$ -	\$ 7,615
ESCO Overhead @ 10.0% of Labor & Material	\$ 38,077	\$ -	\$ 38,077
ESCO Profit @ 8.0% of Labor & Material	\$ 30,462	\$ -	\$ 30,462
1st Year of Ameresco M&V			\$ 1,289
Subtotal:	\$ 521,647	\$ -	\$ 522,936
Construction Contingency @ 5.0% of CC	\$ 19,039	\$ -	\$ 19,039
Subtotal - Maximum Project Cost:	\$ 540,686	\$ -	\$ 541,975
Est. Sales Tax @ 8.9% of Maximum Project Cost	\$ 48,121	\$ -	\$ 48,236
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 32,400
TOTAL PROJECT PRICE:	\$ 588,807	\$ -	\$ 622,611
Estimated Utility Incentive	\$ 10,474	\$ -	\$ 10,474
Comm. Request Grant Request			\$ 29,177
Estimated Client Net Cost (excluding add'l years M&V)			\$ 582,960
Client Initial Cash Payment of Non-State Dollars			\$ 582,960
Client Initial Cash Payment of State Dollars			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ 3,706
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ 3,335

C. ITEMS INCLUDED IN MAXIMUM PROJECT COST

1. Maximum project costs include the following:

- a) Engineering audit, including the cost for preparation of this proposal. This is a fixed fee.
- b) Engineering design. The engineering design fee for mechanical, plumbing and general measures is calculated at 10% of labor and material. These are fixed fees.
- c) Construction management services. The construction management fee is calculated at 6% of labor and material. This is a fixed fee.
- d) Installation of the ESCO Equipment including the following costs:
 - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
 - (2) The portion of reasonable travel, lodging, and meal expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
 - (3) Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
 - (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
 - (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
 - (8) Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.
 - (9) Demolition cost and cost of removal of all debris.
 - (10) Costs incurred due to an emergency affecting the safety of persons and property.
 - (11) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
 - (12) The cost of construction financing including contingency and an allowance for Owner initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
 - (13) Cost of equipment startup, training, system verification and balancing performed by the ESCO.
 - (14) Bonding, Liability Insurance, and Builder's Risk Insurance.

- (15) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. Overhead is calculated at 10% of the labor and material, and profit is calculated at 8% of labor and material. These are fixed fees.
- (16) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (17) The ESCO shall provide a Schedule of Values at the end of construction bidding. The schedule of values will include all costs related to the installation of the ESCO equipment, excepting fixed fee items.

D. EXCLUSIONS

- 1. Maximum project costs do not include the following:
 - a) Modifications or upgrades of electrical service or distribution systems.
 - b) The city purchased the UV equipment directly from Aquionics- this equipment cost is not included in this proposal.

E. CONSTRUCTION CONTINGENCY

A construction contingency of \$19,039 (not including sales tax) has been established for this project. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope and approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

F. ONGOING SERVICES

Ongoing measurement and verification for the first 1 year(s) are included in the project fees. After the end of Year 1, the ESCO will present a proposal to the Owner for ongoing measurement and verification services for future years, at the owner's request. These services will verify energy savings and provide engineering assistance in maintaining the savings as described in Section III. The owner may cancel these services at any time. Such cancellation will also terminate the energy savings guarantee (Section XI).

G. ACCOUNTING RECORDS

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

H. RECONCILIATION OF LABOR & MATERIAL COSTS

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- a) When actual Labor & Material costs exceed the estimated Labor & Material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment.

- b) When actual Labor & Material costs are less than the estimated Labor & Material costs (plus Contingency), the remaining funds will be retained by the Owner.

V. RECOMMENDATIONS FOR REPLACEMENT OF EXISTING EQUIPMENT

Additional scope identified for replacement by Tetrattech audit includes but is not limited to:

Upgrade pump station, improve headworks, improve oxidation ditch, rebuild existing clarifier, need for new clarifier and aerobic digester, replace centrifuge, new standby generator, effluent temperature mitigation, new dryer system.

VI. STANDARDS SERVICE

- A. UV performance
 - 1. The UV system shall modulate power output based on plant flow rate.

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VII. BASELINE ENERGY CONSUMPTION

A. OVERALL RESOURCE USE

Fuel	Cost (\$)	Average Annual Consumption	Time Period	Utility Provider
Electricity (kWh)	77,335	834,255	1/1/15-	PSE
Electricity (kW)		1,880	12/31/15	

VIII. ESTIMATED ANNUAL SAVINGS AMOUNT AND UTILITY INCENTIVE

A. ELECTRICAL

The ESCO estimates that annual electrical costs will be reduced by \$3,705 . This estimate is based on an annual consumption being reduced by 52,370 kWh and - kW.

B. UTILITY INCENTIVE

The ESCO estimates that an incentive in the amount of \$10,474 will be provided by PSE.

IX. METHOD OF CALCULATING ENERGY SAVINGS AND ENERGY COST SAVINGS

A. ENERGY AUDIT

The energy cost savings are calculated in Exhibit 1. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO.

B. CALCULATION OF SAVINGS

1. The Owner and ESCO agree that the energy savings exists if the ESCO equipment performs as described below (as measured per Section III.6):
 - a) Ultra violet effluent reactor shall modulate power output based on plant flow rate.
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined in Section IX.B.1, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days.
3. The ESCO shall have two weeks from notification to repair the ESCO equipment without reduction of savings.
4. Modifications to Baseline by Owner: The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

X. FINANCING

Project financing will be provided by the Owner.

XI. ENERGY SAVINGS GUARANTEE

The ESCO guarantees that the equipment will perform as indicated in Section IX - Method of Calculating Energy Savings and Energy Cost Savings. This performance level is guaranteed for 3 years following the notice of commencement of savings (defined as Year 1), or for the duration of the monitoring and verification services, whichever is shorter. Based on this performance, and as indicated in Exhibit 1, electrical savings will not be less than 47,133 kWh per year. This corresponds with 90% of the estimated energy savings.

In the event that the guaranteed performance in Year(s) 1, pursuant to Section IX – Method of Calculating Energy Savings and Energy Cost Savings, is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with Section IX.B.2.

XII. ESCO COMPENSATION

A. PAYMENTS

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

XIII. TERM OF AGREEMENT

Subject to the following sentence, the term of this Contract shall be 1 year beginning with the Notification of Commencement of Energy Savings. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period." All energy savings achieved during the Interim Period will be fully credited to Customer and may be used to offset any loss of energy savings as mutually agreed to by the DES Energy Program manager, Owner, and the ESCO.

XIV. TERMINATION VALUE

Upon commencement of energy savings, Owner may at any time terminate this Agreement.

Any termination shall fully and finally terminate and extinguish all of the Owner's rights and all of the ESCO's obligations under this agreement.

XV. PROJECT SCHEDULE

The ESCO will complete design work within 70 days of Notice to Proceed. Construction work will be substantially complete within 160 days of design acceptance. Final completion will be within 180 days of design acceptance.

XVI. EXTENT OF SUBCONTRACTING

The ESCO may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms at its sole discretion. Construction subcontracts may be awarded competitively.

The ESCO will endeavor to satisfy the MWBE goals of Washington State. The ESCO will not be required to meet these goals if the project budget is exceeded and cost effectiveness is impaired.

XVII. INSURANCE AND BONDING

1. The ESCO shall provide a payment and performance bond in accordance with Exhibit 3. Builders Risk Insurance will also be provided by the ESCO.

2. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$422,951 . This amount does not include any construction contingencies.
3. The bond amount consists of the following:

(a)	Labor and Material and Bond Cost	\$388,385
(b)	Sales Tax	\$34,566
(c)	Bond Total	\$422,951

 - (2) Certificates of General Liability Insurance will be provided prior to Contract Signing. The State Of Washington shall be named as An Additional Insured on all insurance certificates.
4. The ESCO shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the Energy Services Agreement Addendum. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No. which incorporates the work, and the "Contract Date" shall be the date of the Addendum. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing the ESCO equipment, job superintendent, and state sales tax. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of the ESCO Equipment or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

XVIII. RENEGOTIATION

Both parties recognize that during the project implementation, the DES Energy Program Manager, Owner, and the ESCO may mutually agree to various modifications and that the energy savings may change as a result. Further, local code officials may require unanticipated changes to the project scope. In either event, both parties shall negotiate in good faith to restructure the project to maintain the intent of this Agreement.

XIX. EXHIBITS AND TABLES

Please see attached exhibits & tables

A. TABLE 1 FINANCIAL ANALYSIS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ 3,800	\$ -	\$ 3,800
Estimated Labor and Material Cost	\$ 380,770	\$ -	\$ 380,770
M,W,G Design @ 10.0% of Labor & Material	\$ 38,077		\$ 38,077
Construction Mgt @ 6.0% of Labor & Material	\$ 22,846	\$ -	\$ 22,846
Bonding @ 2.0% of Labor & Material	\$ 7,615	\$ -	\$ 7,615
ESCO Overhead @ 10.0% of Labor & Material	\$ 38,077	\$ -	\$ 38,077
ESCO Profit @ 8.0% of Labor & Material	\$ 30,462	\$ -	\$ 30,462
1st Year of Ameresco M&V			\$ 1,289
Subtotal:	\$ 521,647	\$ -	\$ 522,936
Construction Contingency @ 5.0% of CC	\$ 19,039	\$ -	\$ 19,039
Subtotal - Maximum Project Cost:	\$ 540,686	\$ -	\$ 541,975
Est. Sales Tax @ 8.9% of Maximum Project Cost	\$ 48,121	\$ -	\$ 48,236
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 32,400
TOTAL PROJECT PRICE:	\$ 588,807	\$ -	\$ 622,611
Estimated Utility Incentive	\$ 10,474	\$ -	\$ 10,474
Comm. Request Grant Request			\$ 29,177
Estimated Client Net Cost (excluding add'l years M&V)			\$ 582,960
Client Initial Cash Payment of Non-State Dollars			\$ 582,960
Client Initial Cash Payment of State Dollars			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ 3,706
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ 3,335

ECONOMIC ASSUMPTIONS

Interest Rate :	2.50%
Financing Term:	10 years
Payments/year:	2
Est Annual Rate of Energy Increases:	2.50%
Savings Guarantee:	90%
Simple Payback Period Including Fees:	157.3

Grant Metrics

Comm. Request	\$ 29,177
Non state funds	\$ 593,434
State funds	\$ -
Total	\$ 622,611
Leverage	20.3
simple payback	168.0

ANNUAL ENERGY SAVINGS	Mechanical	Water	Lighting	General	Total
Electrical Savings (kWh)	52,370	0	0	0	52,370
Electrical Savings (kW)	0	0	0	0	0
Nat Gas Savings (Therms)	0	0	0	0	0
Oil (Gal)	0	0	0	0	0
Propane (Gal)	0	0	0	0	0
Water Savings (CCF)	0	0	0	0	0
\$ Saved	\$ 3,706	\$ -	\$ -	\$ -	\$ 3,706

B. TABLE 2 CASH FLOW

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mechanical, General, and Water savings	\$ -	\$ 3,706	\$ 3,798	\$ 3,883	\$ 3,991	\$ 4,090	\$ 4,183	\$ 4,297	\$ 4,405	\$ 4,515	\$ 4,628	\$ 4,744	\$ 4,862	\$ 4,984	\$ 5,108	\$ 5,236	\$ 5,367	\$ 5,501	\$ 5,639	\$ 5,780	\$ 5,924
Lighting Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 3,706	\$ 453,798	\$ 3,883	\$ 3,991	\$ 4,090	\$ 4,183	\$ 4,297	\$ 4,405	\$ 4,515	\$ 4,628	\$ 4,744	\$ 4,862	\$ 4,984	\$ 5,108	\$ 5,236	\$ 5,367	\$ 5,501	\$ 5,639	\$ 5,780	\$ 5,924
Cumulative Savings:	\$ -	\$ 3,706	\$ 457,504	\$ 461,397	\$ 465,388	\$ 469,478	\$ 473,671	\$ 477,968	\$ 482,373	\$ 486,888	\$ 491,516	\$ 496,259	\$ 501,121	\$ 506,105	\$ 511,213	\$ 516,449	\$ 521,816	\$ 527,317	\$ 532,956	\$ 538,736	\$ 544,660

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Mechanical, General, and Water savings	\$ -	\$ 3,335	\$ 3,418.46	\$ 3,504	\$ 3,592	\$ 3,681	\$ 3,773	\$ 3,868	\$ 3,964	\$ 4,063	\$ 4,165	\$ 4,269	\$ 4,376	\$ 4,485	\$ 4,597	\$ 4,712	\$ 4,830	\$ 4,951	\$ 5,075	\$ 5,202	\$ 5,332
Lighting Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 3,335	\$ 453,418	\$ 3,504	\$ 3,592	\$ 3,681	\$ 3,773	\$ 3,868	\$ 3,964	\$ 4,063	\$ 4,165	\$ 4,269	\$ 4,376	\$ 4,485	\$ 4,597	\$ 4,712	\$ 4,830	\$ 4,951	\$ 5,075	\$ 5,202	\$ 5,332
Cumulative Savings:	\$ -	\$ 3,335	\$ 456,754	\$ 460,257	\$ 463,849	\$ 467,530	\$ 471,304	\$ 475,171	\$ 479,136	\$ 483,199	\$ 487,364	\$ 491,633	\$ 496,009	\$ 500,495	\$ 505,092	\$ 509,804	\$ 514,635	\$ 519,586	\$ 524,660	\$ 529,862	\$ 535,194

ANNUAL PROJECT COSTS

Amount Financed:	\$ 582,960																				
Cash Payment:	\$ -																				
Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Annual Financing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ameresco Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DES Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ 582,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Cash Flow from Estimated Energy Savings (with inflation)	\$ (582,960)	\$ 3,706	\$ 453,798	\$ 3,883	\$ 3,991	\$ 4,090	\$ 4,183	\$ 4,297	\$ 4,405	\$ 4,515	\$ 4,628	\$ 4,744	\$ 4,862	\$ 4,984	\$ 5,108	\$ 5,236	\$ 5,367	\$ 5,501	\$ 5,639	\$ 5,780	\$ 5,924
Cumulative	\$ (582,960)	\$ (579,254)	\$ (125,456)	\$ (121,563)	\$ (117,572)	\$ (113,482)	\$ (109,289)	\$ (104,992)	\$ (100,587)	\$ (96,072)	\$ (91,444)	\$ (86,701)	\$ (81,839)	\$ (76,855)	\$ (71,747)	\$ (66,511)	\$ (61,144)	\$ (55,643)	\$ (50,004)	\$ (44,225)	\$ (38,300)
Cash Flow from Guaranteed Energy Savings (with inflation)	\$ (582,960)	\$ 3,335	\$ 453,418	\$ 3,504	\$ 3,592	\$ 3,681	\$ 3,773	\$ 3,868	\$ 3,964	\$ 4,063	\$ 4,165	\$ 4,269	\$ 4,376	\$ 4,485	\$ 4,597	\$ 4,712	\$ 4,830	\$ 4,951	\$ 5,075	\$ 5,202	\$ 5,332
Cumulative	\$ (582,960)	\$ (579,625)	\$ (126,206)	\$ (122,703)	\$ (119,111)	\$ (115,430)	\$ (111,656)	\$ (107,789)	\$ (103,824)	\$ (99,761)	\$ (95,596)	\$ (91,327)	\$ (86,951)	\$ (82,465)	\$ (77,868)	\$ (73,156)	\$ (68,325)	\$ (63,374)	\$ (58,300)	\$ (53,098)	\$ (47,766)

D. TABLE 4 SELECTED MEASURES

ECM #	Conservation Measure	Baseline Current Annual Use - Electrical		Proposed Future Total Annual Use - Electric		Annual Savings Electric		Annual Maintenance Savings Yr. 1	Labor/Mat'l Cost	Estimated Utility Incentive \$	Final Labor/Mat'l Cost \$	Simple Payback
		Consume kWh	Demand kW	Consume kWh	Demand kW	Consume kWh	Demand kW					
	Mechanical Conservation Measures											
	Waste Water Treatment Plant											
UV-1	Up grade or replace existing UV system with high efficiency lights, automatic modulating control.	144,879		92,509		52,370			\$395,850	\$10,474	\$385,376	14.71