
Hood River City Council
211 Second St.
Hood River, OR 97031
(541) 386-1488
www.cityofhoodriver.gov

September 28, 2020

AGENDA

6:00 p.m.

Councilors:	Mark Zanmiller (President)	Kate McBride, Mayor	Megan Saunders	Tim Counihan
	Jessica Metta		Erick Haynie	Gladys Rivera

All public meeting locations are accessible. Please let the City Recorder know if you will need any special accommodations to attend any meeting. Call (541) 387-5212 for more information. Oregon Relay Service 1-800-735-2900

The City of Hood River is taking steps to limit exposure and spread of COVID-19 (novel coronavirus). In support of state and federal guidelines for social distancing, the City of Hood River will hold this meeting by using Zoom Conferencing.

Please use the following phone number or video link:

<https://us02web.zoom.us/j/86916074773>

(253) 215 8782

Meeting ID: 869 1607 4773

Members of City Council and City staff will participate by Zoom, they will not be on site at City Hall during the meeting. The audio recording of the meeting will be posted shortly after the meeting on the City's website. Please check the City's website for the most current status of planned public meetings.
<https://cityofhoodriver.gov/administration/meetings/>

I CALL TO ORDER

II BUSINESS FROM THE AUDIENCE

The Hood River City Council encourages community members to talk about issues important to them. If you wish to speak during "Business from the Audience", there are two options to choose from:

1. Submit written comments to the City Recorder at j.gray@cityofhoodriver.gov by Monday, September 28, no later than 12 noon in order to distribute to the City Council in one packet for review by 3pm. All comments will be added to the record.
2. To address Council during Business for the Audience, email the request (name of speaker and topic) to j.gray@cityofhoodriver.gov by Monday, September 28, no later than 12 noon. Please specify the topic your testimony addresses. Testimony will go in order of requests received. Attendees that have registered will be unmuted by the IT Administrator for 3 minutes to address Council. Public comment will be by audio only. At the Mayors discretion, public comments may be received prior to a specific topic of relevance during the meeting.

III PUBLIC HEARINGS

1. Fee in Lieu and Historic Buildings, D. Nilsen

PAGES 3-35

WORK SESSION

IV OPEN WORK SESSION

V AGENDA ADDITIONS OR CORRECTIONS

VI DISCUSSION ITEMS

1. Police Facility, W. Norris, N. Holste

PAGES 36-38

VIII ADJOURN WORK SESSION

REGULAR COUNCIL MEETING

I OPEN REGULAR COUNCIL MEETING

II AGENDA ADDITIONS OR CORRECTIONS

III CONSENT AGENDA

These items are considered routine and/or have been discussed by Council in Work Session. They will be adopted by one motion unless a Councilor or person in the audience requests, before the vote on the motion, to have an item considered at its regular place on the agenda.

1. Council Meeting Minutes – September 14, 2020
2. Collective Bargaining Agreement - IAFF Local 3256, R. Fuller

PAGES 39-44

PAGES 45-83

IV REGULAR BUSINESS ITEMS

V REPORT OF OFFICERS

1. Introduction of new Public Works Director, R. Fuller
2. COVID-19 Emergency Declaration Expires September 30, R. Fuller
3. City-Owned Parks and Playgrounds COVID Update, W. Seaborn, M. Janeck
4. Warming Shelter Winter Operations Update, W. Norris

VI REPORT OF COMMITTEES

1. Visitor Advisory Committee – Metta and Saunders

VII MAYOR

VIII COUNCIL CALL

IX ADJOURN REGULAR MEETING

CITY COUNCIL WORKSHOP COVER SHEET

Meeting Date: September 28th, 2020

To: City Council

From: Dustin Nilsen, Director of Planning

Subject: Downtown Hood River Parking Study – Interim Regulations
Planning Commission Recommendation of Approval

Background:

At its April 27th, 2020 meeting Council directed staff to develop downtown parking code amendments for interim regulations that would be effective until the longer term parking supply alternatives and issues were addressed by the Urban Renewal Agency. With Council input, staff initiated the legislative process with Planning Commission. At its Jun 15th, 2020 meeting Planning Commission recommended approval of the following interim regulations amending the zoning code as it relates to Downtown Parking:

1). Residential Conversions within Historic Buildings.

As detailed within the Downtown Parking Study, developers and owners of downtown structures identified off street parking requirements as obstacles to residential development within the downtown building inventory. A number of these structures are listed on local and national historic inventories intended to protect their design and architectural elements which are cited as contributors to the history and character of downtown.

Planning Commission recommended the City allow upper story residential conversions of historic structures downtown without requiring additional off-street parking, based on materials provided by Rick Williams Consulting on Historic Downtown Properties -Waiver of Parking Requirements. Planning Commission shared Council concern that this exemption should not be used to satisfy parking requirements for short term rentals.

2). Fee in Lieu

Another issue identified and scoped for an interim code update was fee in lieu of off-street parking downtown. Since its inception, the fee-in-lieu has not been successful in meeting several of the goals originally intended for the parking program by the City. A key finding of the 2019 Downtown Parking Study was that the existing fee-in-lieu option lacked coordination with economic factors essential to translating fee-in-lieu payments into new parking capacity to serve parking demand for developments that would pay the fee (IE the fee didn't match the market).

Planning Commission recommended the adjustment of the Fee in Lieu of off-street parking as an interim step until the City revisits the in-lieu parking fee in context of long-range parking supply and funding analysis as presented in the Fee in Lieu Interim Restructuring of the Current Code Option Memo.

3).Residential and Commercial Parking Rates;

As outlined in Strategy 3 of the Downtown Parking Study, a recommendation was made to “Revise current parking code requirements for new commercial and residential development in the downtown to be reflective of local demand and supportive of new growth and supportive of a new fee-in-lieu policy/code”. As outlined in the memo, revising the parking requirements to reflect the downtown parking demand (as measured by 2019 Hood River parking counts) should coordinate with the fee in lieu revision to alleviate current code inconsistencies.

Planning Commission recommended revising the parking rates to reflect forecasted demands from the parking study and support residential development. However, Planning Commission did express that the amendment may not have gone far enough to address the parking requirements, which had to be estimated using surrounding communities and the Institute of Transportation Engineers Manual (ITE) for parking demands, given the small number of residential dwelling built downtown over the past 20 years would not produce an accurate forecast of demand.

Staff Recommendation:

At the conclusion of its public hearing, Staff recommends Council accept the Planning Commission’s recommendations regarding downtown parking amendments as they relate to Historic Buildings, Fee in Lieu, and parking rates.

Suggested Motion:

Motion to close the public hearing on amendments to the zoning code related to downtown parking and schedule the first reading approving Ordinance 2056 as regular business at the next scheduled Council meeting.

Alternatives:

Motion to close the public hearing on amendments to the zoning code related to downtown parking and schedule the first reading approving Ordinance 2056 (as amended) as regular business at the next scheduled Council meeting.

Motion to continue the public hearing until (date certain).

Fiscal Impact:

Staff estimates the total downtown residential potential in existing Historic Buildings between 50-100 units. If fully utilized by downtown property owners, this will generate up to \$150,000 to \$300,000. This revenue will accrue over a several decades and be adjusted for inflation consistent with City of Hood River financial policies.

Environmental Impact:

There is no adverse environmental impact to adaptive reuse of existing structures, reducing parking requirements, or improved code clarity.

Attachments:

- White Paper Number 2 (Guiding Principles)
- Historic Downtown Properties -Waiver of Parking Requirements
- Fee in Lieu Interim Restructuring of the Current Code Option
- Public Comments
- Local Inventory of Historic Buildings from the Zoning Code
- Draft Ordinance 2056

White Paper #3: Parking Demand Forecasting - Commercial and Residential Development

1.0 Introduction

The City of Hood River is interested in better understanding the impacts of parking demand for new commercial and residential development in the downtown over a 20-year planning horizon. Currently, parking “demand” is influenced by minimum parking requirements in the City’s development code (Chapter 17). As in most city codes around the United States, code parking requirements are arbitrary and unrelated to the actual demand for parking generated by a use. Unfortunately, this is the case in Hood River as well. To this end, exploring future parking need within the context of actual demand can aid the City in refining its parking code and realistically planning for the future.

As in most city codes around the United States; parking requirements are arbitrary and unrelated to the actual demand for parking generated by a use. Exploring future parking need within the context of actual demand can aid the City in refining its parking code and realistically planning for the future.

The consultant team recently completed an analysis of estimated parking demand for commercial and residential properties located within the downtown Hood River parking study area. For commercial (non-residential) properties, the consultant was able to derive a “mixed-used blended parking demand rate” based on actual peak parking use in the downtown correlated with estimates for occupied building area in non-residential buildings.¹ Given the small number of residential units currently located in the downtown study area (62 units), the consultant derived actual parking demand rates from multi-family residential developments in other cities with similar land use characteristics that affect parking demand (e.g., low transit/high vehicle). Though not as robust of a data file as that developed for the non-residential buildings; this residential demand evaluation provides a realistic comparative model for Hood River to assess both its current code requirements and future planning related to residential impacts on parking.

This paper summarizes the consultant’s findings related to parking demand for both commercial (non-residential) and residential land uses in the downtown and forecasts potential parking impact scenarios over a 20-year period.

¹ These findings are summarized in detail in a White Paper titled *Downtown Parking Demand Assessment (Version 1 – April 2019)*, which was prepared by Rick Williams Consulting.

2.0 Commercial (Non-Residential) Parking Demand Forecast

2.1. Background

City staff and the consultant team developed a comprehensive list of all land uses within the downtown study area. This was compiled using available land use data for tax parcels in the study area and actual physical assessment of sites to verify use type and square footage. Square footages were derived for commercial, retail, and institutional properties. Through this process, it was determined that the total floor area for non-residential land uses in the downtown study area is currently 793,539 square feet.

The consultant was also able to determine the actual number of vehicles parked in the on- and off-street supply as a result of data collection conducted over four days in 2018. At the highest point of occupancy, there were 987 vehicles parked. Finally, the consultant estimated actual occupancy of built land uses (non-residential) in increments of 90%, 93% and 95%.² The formula for calculating demand is:

$$(total\ vehicles\ parked\ in\ peak\ hour) \div (occupied\ gross\ square\ footage / 1,000)$$

Using these metrics of building area, occupied building area and peak hour vehicles parked, actual demand estimates for parking demand for non-residential land uses were calculated. This is reflected in **Table 1**.

Table 1: Study Area Demand – Mixed Land Use to Occupied Land Use

Estimated Building Occupancy	Gross Square Footage (Occupied)	True Demand Ratio	Calibrated True Demand (with 15% Buffer)
95%	753,862 ft ²	1.31 / 1,000 ft ²	1.51 / 1,000 ft ²
93%	737,991 ft ²	1.34 / 1,000 ft ²	1.54 / 1,000 ft ²
90%	714,185 ft ²	1.38 / 1,000 ft ²	1.59 / 1,000 ft ²

As the table demonstrates, true parking demand ranges from 1.31 to 1.38 parking stalls per 1,000 square feet of occupied building area. When a market calibrated buffer is added to true demand, the overall demand per parking per 1,000 square feet ranges between 1.51 and 1.59.³

² In working with City staff, we were unable to identify any reliable data source (at this time) of actual building occupancy for non-residential buildings in downtown Hood River. If this were to change, the demand model could be revised.

³ If projects were built only to True Demand, they would theoretically be 100% occupied at their peak hour, leaving little flexibility for unique variations in the ebb and flow of parking activity over the course of a day or over time. To this end, demand models generally provide for a demand buffer or “flexibility cushion” that is added to True Demand. Traditional commercial buffers (for land uses with high turnover) are 15%, based on the parking industry’s 85% Rule for visitor parking. Providing a 15% buffer for mixed use, retail, and office land uses is considered ideal.

2.2. Forecasting Parking Demand (Non-Residential Land Use Growth)

Forecasting parking demand is simply applying actual parking demand to estimates of future land use growth. For this discussion, the assumption is that Hood River’s downtown will continue to add a mix of non-residential uses to its core area. At present, the City does not have any formal estimates or completed growth plans from which to draw future anticipated growth by land use type.⁴ For purposes of forecasting, the initial approach provides a model that estimates annual growth in new non-residential land uses at 1% a year over the current 2019 baseline of 793,539 square feet of non-residential buildings. This is summarized in **Table 2**.

Table 2: Study Area Demand – 20 YR Forecast

	Non-residential growth (ft2) @ 1% annually					Cumulative @ 20 Years
	2019	2025	2030	2035	2040	
Non-residential ft2	793,539	833,216	874,877	918,621	964,552	
Net growth ft2 (5 YR increments)		39,677	41,661	43,744	45,931	171,013
<i>Net new parking @ 1.51/1,000 ft2*</i>		60	63	66	69	258
<i>Net new parking @ 1.59/1,000 ft2*</i>		63	66	70	73	272

*[NOTE: Net new parking does not account for existing parking that might be removed to accommodate new development]

As the table illustrates, an annual growth rate of 1% in new non-residential building area will result in 171,013 square feet of new land use between 2019 and 2040. This would represent a cumulative increase of 171,013 additional square feet over the current non-residential building stock; an average of 43,000 square feet every 5 years or 21.5%.

In terms of parking impacts, the net parking supply would need to increase by 258 to 272 stalls to assure that existing and new users are effectively accommodated. This would increase the total supply of parking in the downtown study zone from 1,485 stalls (2019) to between 1,743 and 1,757 stalls (2040); an increase of 18%. Again, these estimates are based on the actual blended rate for parking demand in Hood River.

It is important to note that the demand forecast does not account for:

- Existing parking spaces that might be lost/removed to new development, or
- Potential future impacts of changes in user mode behavior (e.g., more people using transit, bike, walking or rideshare) that might reduce overall parking demand.

It is also important to note that any increase or decrease in the rate of growth (estimated here) at 1% annually will affect the model outputs. Nonetheless, we believe this provides a realistic basis from

⁴ If new information is provided over the course of the 2019 parking study, the model can be updated and revised to reflect new assumptions regarding land use growth.

which to engage stakeholder discussions and provide some front-end estimates to inform near and mid-term planning efforts.

3.0 Residential Parking Demand Forecast

3.1. Background

The City provided the consultant team with a list of residential properties in the downtown study area. Several of the sites on the list were ground-truthed by city staff to confirm address and location. There are 62 residential properties in the project study area. According to the available data, most development occurred in waves; the two largest increases came in 2006 (15 units), 1970 (11 units), and 2005 (11 units), with another 11 currently under construction. Only 19 residential units have been built in the downtown in the last thirteen years (since 2006). **Table 3** provides a summary of the residential properties.

Table 3: Downtown Residential Property Inventory

Land Use Type	Units	Year Built
Single Family Residential	1	1890
Single Family Residential	1	1895
Single Family Residential	1	1901
Single Family Residential	1	1937
Multifamily Residential	11	1970
Multifamily Residential	11	2005
Single Family Residential	1	2005
Multifamily Residential	15	2006
Single Family Residential	1	2006
Mixed Use Residential	1	2007
Residential Townhouses	6	2015
Mixed Use Residential	1	2018
Multifamily Residential	11	2019 ⁵
Total	62	

3.2. Current Residential Code Requirements

Based on to Municipal Code Section 17.03.040 G.2 all individual dwelling units, duplexes, and triplexes built within the study are required to provide two (2) parking spaces for each unit on the building site, one (1) of which may be within the required front yard setback area. For, multi-family dwellings the code requires one and one-half (1.5) off-street parking spaces per dwelling unit on or adjacent to the building site.

⁵ Under construction

3.3. Residential Parking Demand Comparison – Peer Review

For the purposes of residential land use planning and right-sizing the city’s parking development code it can be helpful to evaluate peer city parking demand ratios to ensure they are calibrated in a manner that is supportive of residential uses rather than being burdensome. Ideally this evaluation would have derived a demand ratio using local data rather than drawing from comparative data, similar to what was compiled for non-residential demand above. Unfortunately, there were insufficient examples of multi-family dwellings within the study area to provide a sufficient sample size. As such, the examples provided below were recently derived (within the last 3 years) from peer cities with similar land use characteristics that influence parking demand – i.e., low transit availability and have a greater demonstrated reliance on the automobile for general transportation needs.

Table 4: Municipal Residential Parking Demand Ratios

City	Urban Context	Type of Housing	Demand Ratio
Bend, OR	Low transit / High auto	Multi-family	1.25 / unit
Albany, OR	Low transit / High auto	Multi-family	1.33 / unit
SeaTac, WA	Some transit / High auto	Multi-family	1.15 – 1.27 / unit
Tukwila, WA	Low transit / High auto	Multi-family	1.26 – 2.00 / unit
Renton, WA	Low transit / High auto	Multi-family	1.74 / unit

The actual demand figures in the example cities range from as little as 1.15 vehicles per unit to as much as 2.00 per unit. The median ratio of the above samples is 1.27 vehicles per unit; the average ratio is 1.43 with a standard deviation of 0.29. As a rule of thumb, RWC favors using a *median* figure (1.27) rather than an *average* (1.43) which reduces the influence of outlier examples (especially high or low figures). By comparison, the Institute of Transportation Engineers (ITE) Parking Generation Manual (4th Edition) cites 1.23 as the average peak demand for Low/Mid Rise Apartments in a suburban location.

Using the median standard derived here, the City of Hood River can expect new residential development in Downtown to generate the following parking need using the (peer) derived median parking demand ratio for residential units. **Table 5** provides an estimate of future parking need based on development size. [NOTE: The consultant did not attempt to forecast residential demand over a 20-year period given the very low historical growth rate (i.e., 19 units since 2006).

Table 5: Estimated Parking Need for Future Residential Development

Sample Development Size	Parking Demand Ratio	Parking Stall Need
5 units	1.27	7 stalls
10 units	1.27	13 stalls
25 units	1.27	32 stalls
50 units	1.27	64 stalls
100 units	1.27	127 stalls

While somewhat simplistic in nature this residential demand evaluation provides a realistic (scaled) parking generation model for Hood River to assess both its zoning code requirements and future planning related to residential impacts on parking.

4.0 Summary

There is considerable pressure on the City related to development in the Downtown – in the form of providing adequate visitor parking, reasonable development expectations (parking development ratios and/or fees in lieu) and managing traffic and circulation in the manner that is safe and efficient for all user groups. One of the first steps in actively managing the parking component is to understand how and at what level land uses (development) generates the need for parking.

The commercial and residential parking demand assessment described in this white paper help to directly answer that question. In general, commercial space generates the need for between 1.51 – 1.59 parking spaces for every 1,000 square feet of occupied building area. Multi-family residential units can be expected to generate a need for 1.27 parking spaces for every occupied dwelling. These two important factors can be used to calibrate existing zoning code language to more accurately right-size new (parking) supply related to future development. It can also be a valuable tool in estimating long-term land use planning buildout scenarios and how that will impact the downtown parking system.

Going forward a good rule of thumb is to periodically update (every 5 -7 years) the commercial and residential parking demand ratios so they continue to reflect the reality on-the-ground and they continue to serve the role of providing accurate guidance for parking generation and a right-sized parking supply.

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MEMORANDUM

TO: Dustin Nilsen, City of Hood River

FROM: Rick Williams, RWC

DATE: March 3, 2020 (v1)

RE: **Historic Downtown Properties – Waiver of Parking Requirements**

I. BACKGROUND

Organizations who advocate for livable and vibrant downtowns, such as the International Downtown Association, often promote residential development as a key strategy to help strengthen, diversify, and revitalize downtowns. Multifamily residential or mixed-use commercial/residential buildings help provide a customer base for downtown businesses, allow for an efficient use of existing city infrastructure, help to increase the number of residential trips made by walking and biking, and expand the range of residential choices available to employees and community members. Particularly when compared to downtowns that are primarily commercial in nature, downtowns with a variety of residential options are typically livelier into the evening and maintain more activity beyond standard business hours.

Another livability goal for many downtowns is the preservation of older and historic buildings. The nature and character of such buildings contribute to a downtown's identity and heritage. However, because of their age and architecture, the cost of upgrading and/or redeveloping them can be prohibitive. Oftentimes, in the development process, treating them similarly to new development can threaten their preservation; leading to a situation where tearing them down is preferable within the context of a developer's proforma.

For both the goals of encouraging multi-family residential growth downtown and preserving older and historic buildings, providing parking is problematic in terms of its inherent cost and its effect on project feasibility and affordability, and in situations where parking is required as a condition of development. In Hood River in particular, developers have expressed interest in redeveloping upper floors of older and historic buildings downtown to residential uses, but current code related to minimum parking requirements and the cost of "buying out" of requirements through a parking fee-and-lieu have negated any forward progress on such projects.

To this end, the City of Hood River is interested in creating an approach within its development process and code that would eliminate minimum parking requirements for a finite list of designated historic properties in the downtown to achieve the following goals:

- Preserve older and historic building stock as it contributes to downtown's identity and heritage.
- Encourage residential growth and affordable housing opportunities.
- Support reductions in the need for automobiles – car free living.
- Better integrate parking management and alternative mode options.

The intent of this technical memorandum is to outline a potential framework for such an allowance and a discussion of potential outcomes on the existing parking system and measures that would assure such impacts are minimized or mitigated.

II. EXISTING CONDITIONS

A. Pace of Residential Development

There are 62 residential properties in the Downtown Historic District. The City provided the consultant team with a list of residential properties in the downtown study area. According to the available data, most development occurred in waves; the two largest increases came in 2006 (15 units), 1970 (11 units), and 2005 (11 units), with another 11 currently under construction. **Table 1** provides a summary of the existing stock of residential properties downtown.

So, while there has been some recent movement to build residential units in the downtown area, very little has been realized in the last 15 years. Public input derived from the 2019 Downtown Parking Study (including discussion with developers) referenced minimum parking requirements and the current parking fee-in-lieu as significant barriers to any residential development (whether new or for conversions within older and historic properties). For older and historic properties, the minimum requirements were described as non-starters for development as including parking on-site is not feasible (or possible). This limitation is then exacerbated by the fee-in-lieu.

Table 1: Downtown Residential Property Inventory

Land Use Type	Units	Year Built
Single Family Residential	1	1890
Single Family Residential	1	1895
Single Family Residential	1	1901
Single Family Residential	1	1937
Multifamily Residential	11	1970
Multifamily Residential	11	2005
Single Family Residential	1	2005
Multifamily Residential	15	2006
Single Family Residential	1	2006
Mixed Use Residential	1	2007
Residential Townhouses	6	2015
Mixed Use Residential	1	2018
Multifamily Residential	11	2019 ¹
Total	62	

B. Residential Parking Requirements (current code)

Based on the Municipal Code Section 17.03.040 G.2; all individual dwelling units, duplexes, and triplexes built within the study are required to provide two (2) parking spaces for each unit on the building site, one (1) of which may be within the required front yard setback area. For, multi-family

¹ Under construction.

dwellings the code requires one and one-half (1.5) off-street parking spaces per dwelling unit on or adjacent to the building site. These standards apply to any residential project, new or as a conversion within an existing building. Findings from the 2019 Downtown Parking Study estimated actual parking demand for downtown residential dwelling units to be 1.25 stalls per unit.

C. Fee-in-lieu Option (current code)²

Developers have the option to pay a fee in-lieu as an off-set to providing the full amount of parking required by code.³ The fee-in-lieu amount is set by City Council resolution and is reviewed on at least an annual basis.⁴

Table 2 shows the rate for Fiscal Year 2019-20, for both residential and non-residential uses. As the table demonstrates, there is a clear difference between the fee-in-lieu option for residential uses (up to \$22,088 per space for the first two-thirds of required parking) and non-residential uses (just \$1,226 per space). The difference is striking and provides support for input received in discussions with potential residential developers that the fee-in-lieu option is prohibitive for residential development and markedly so for older and historic properties, rendering it impossible to either meet the minimum parking requirement on-site or pay a very high fee to waive out of parking.

Table 1: Fee-in-Lieu Rates

Residential Uses	\$22,088 per space (first 2/3) + \$2,142 per space (last 1/3)
Commercial Uses	\$1,226 per space
Industrial Uses	\$1,226 per space

The pace of residential growth in the downtown has been marginal over the past 15 years. It is also likely that current code parking requirements and the fee-in-lieu option have limited older and historic buildings from being able to feasibly redevelop or play a role in creating affordable housing opportunities.

III. PROPOSED FRAMEWORK FOR OLDER AND HISTORIC BUILDINGS

To encourage reuse and redevelopment of older and historic buildings, it is recommended that the following framework be considered for incorporation into the City Municipal Code:

- a. Identify a finite list of existing buildings (older and historic) within the Downtown Historic District that would be eligible for waiver of minimum parking requirements if conversion of the second and/or third floor were for multi-family dwelling units.

² The focus of this technical memorandum is the impact of current City regulations on the redevelopment of older and historic properties. A look at how the same regulations impacts new development (commercial and residential) is the subject of a separate technical memorandum that evaluates an interim fee-in-lieu program and adjustments to current parking requirements.

³ 17.24.020 Payment of Fee: Parking Requirement for Calculation of Fee. The In-Lieu Fee shall be based on 1.2 parking stalls or spaces per 1,000 square feet of development multiplied by the amount set by Council resolution in section 17.23.010.

⁴See, Rick Williams Consulting, *White Paper # 5: Strategic Use of Fee-in-Lieu as a Source of Funding for Public Parking (May 7, 2019)*.

- Street level conversions would not be eligible for the exemption nor would transient or hotel users, which is consistent in the code that delineates commercial versus residential uses.
- b. In agreeing to the parking exemption, developer/owner of the allowed building would sign a waiver – assigned to the title of the building and as a condition of use for the building – relinquishing the City from any responsibility for providing parking to users or tenants of the redeveloped property.
- No entitlement to any public parking (on or off-street) is made.
 - Developer/owner would be able to purchase available parking in private or public supply for tenants, but only in an open market format like any other user downtown.
 - If public parking is available, it is available as demand dictates. As such, any availability is considered interim and subject to change.
 - If the City builds future public supply (e.g., lot or garage), the City makes no commitment to the subject building to any access entitlements to that supply; except as supply is available on a demand based system of parking management, which assumes all supply is only available for interim periods.
- c. The City will manage its public parking supply within the framework of its adopted Downtown Parking Management Plan to ensure that existing and future parking capacity is managed to achieve the following:
- The most convenient on-street parking downtown will be preserved for the priority user: the customer trip.
 - The most convenient on-street parking in neighborhoods adjacent to the downtown will be preserved for the priority user: the resident and their guests.
 - Coordinate public off-street parking resources (public and private) to meet employee demand; while balancing the need in public off-street facilities to also accommodate visitor needs.

IV. MANAGING OUTCOMES

Creating a waiver to parking requirements for older and historic buildings will create both challenges and benefits. Numerous cities provide parking requirement waivers for historic buildings and have done so successfully.⁵ These include:

- ✓ Austin, TX
- ✓ Eugene, OR
- ✓ Durham, NC
- ✓ Olympia, WA
- ✓ Portland, OR
- ✓ Richmond, VA

Assuring the City and stakeholders that the change in requirements is a benefit to the downtown will be essential. The following outline addresses both challenges and benefits.

⁵ <https://www.nps.gov/CRMJournal/CRM/v14n7sup.pdf>

A. Challenges

- *Impact on existing supplies.* There may be concern that allowing a zero-build parking scenario for older and historic buildings will result in overflow into existing public on-street and off-street supply downtown as well as into adjacent neighborhoods. This can be effectively mitigated through:
 - Limiting the waiver to a finite set of buildings.
 - Formalizing the waiver framework criteria outlined in Section III, above.
 - Diligent implementation of strategies in the Downtown Parking Management Plan that include:
 - Continue time limited (metered) on-street parking in downtown. This prevents the long-term storage of vehicles on-street (particularly during high customer demand hours).
 - On-going data collection. This will assure that demand is monitored, and strategies are synced and calibrated to the 85% Occupancy Standard. Data collection also allows the City to track changes in use and patterns of parking activity that can be directly correlated to (before and after) a redevelopment project.
 - Extend hours and days of enforcement (as documented through data collection) to ensure continued priority user access. This assures that if customer demand during non-enforcement hours grows; enforcement will be extended.⁶
 - Implement neighborhood permit districts in adjacent residential areas per criteria currently provided for in 10.42.020 of the City Code. This is a tool the City already has to protect the priority of parking in adjacent residential districts for the residents (and guests) of those areas.
 - Implement a shared use parking program to capture currently identified underutilized parking supply in privately owned off-street facilities.

B. Benefits

As stated previously, there is a desire to preserve older and historic buildings and to facilitate growth of affordable residential housing in the downtown. The historical pace of such development has not occurred. Providing a waiver to parking requirements for a finite set of older and historic buildings can provide the following benefits to the downtown and the City.

- *A market-based approach to development.* The waiver option, coupled with the waiver criteria outlined in Section III, place the economic decision for moving forward with a development on the developer. Issues of financing and marketability of the residential asset will be made in the context of the waiver, which means there is no entitlement to parking (on the City's part).
- *Affordable housing is more feasible.* The cost of parking and/or what is now a very high fee-in-lieu would have to be carried within the cost of the housing provided. What the market has seen is that such projects are not viable financially or the cost of units do not support affordability.

⁶ The City cannot prevent any vehicle from parking in a legal on-street stall once enforcement is curtailed. As such, some cities with high concentrations of downtown living will *extend hours of enforcement* from the traditional 9AM – 6PM to later hours in the evening. Similarly, cities have moved to *extending days of enforcement* to include Saturdays and/or Sundays. The purpose is to (a) ensure that customer demand is accommodated and to remove on-street parking as a source of parking that downtown residents rely upon.

- *Downtown vibrancy and livability are enhanced.* Cities across the country have been able to correlate downtown living with increased business vibrancy and higher use of alternative modes (transit, bike, walking).
- *Urban design and historical integrity.* Older and historic buildings have a higher probability of being preserved. This contributes to Hood River’s historic identity and architectural heritage.

V. SUMMARY

Growth in downtown residential housing has been marginal over the past 15 years, though such development is a goal of the City of Hood River. Similarly, upper floor redevelopment of older and historic buildings has also been stagnant. Input from within the development community, and examples from other cities, indicate that minimum parking requirements and/or high fees to waive out of parking requirements are true impediments to repurposing such buildings.

Waiving parking requirements for older and historic buildings – in return for residential housing – comes with challenges and benefits. The recently adopted Downtown Parking Management Plan provides numerous strategies that can support a waiver of parking requirements for these building types. To that end, active commitment to and implementation of the plan will be required.

As seen in other cities, the benefits of the proposed waiver are numerous and consistent with long-stated City goals for historic preservation, affordable housing and continued vibrancy within the downtown.

RICK WILLIAMS CONSULTING

Parking & Transportation

PO Box 12546

Portland, OR 97212

Phone: (503) 459-7638

E-mail: rick@rickwilliamsconsulting.com

MEMORANDUM

TO: Dustin Nilsen, City of Hood River

FROM: Rick Williams, RWC

DATE: March 6, 2020 (v1)

RE: **Fee-in-Lieu – Interim Restructuring of Current Code Option**

I. BACKGROUND

In 2006, the City of Hood River established a fee-in-lieu option in its code (currently outlined in Chapter 17.24¹). The code provision allows developers in the Central Business District to pay a fee to the City in lieu of providing required off-street parking. The amount of the fee is set by resolution of the City Council and reviewed on at least an annual basis. Upon payment of the fee-in-lieu, the City is to deposit monies in a dedicated fund for the development and provision of public parking facilities. At present, the fee is calculated based on 1.2 parking stalls or spaces per 1,000 square feet of development multiplied by the amount set annually by Council. For residential development, the fee is spread at different rates between the first two-thirds of stalls provided and the remaining one-third.

II. PROBLEM STATEMENT

Since its inception, the fee-in-lieu has not been successful in meeting several of the goals originally intended for the program by the City. This was the conclusion of Ad Hoc Committee that was established to develop and complete the 2019 Downtown Parking Study. The Ad Hoc Committee concluded that the format of the current fee-in-lieu is challenged in its capacity to:

- Attract new development to the downtown, particularly affordable housing.
- Support developments constrained by the cost of parking development while reducing reliance on surface parking areas.
- Address site constraints, including historic preservation that may limit the ability to incorporate parking.
- Remove barriers to new development or redevelopment of existing buildings.
- Maintain and encourage an urban form for new development that is consistent with the downtown vision and Hood River's unique identity and character.

A key finding of the 2019 Downtown Parking Study was that the existing fee-in-lieu option lacked coordination with economic factors that are essential to translating fee-in-lieu payments into actual new parking capacity to serve parking demand for developments that would pay the fee. The current

¹ This provision has been modified over the years but is still in place within the code.

format failed to address the issue of “entitlement”² for those that pay and the financial reality that the fee-in-lieu itself was inadequate to the actual cost of delivering new structured parking supply in the downtown. Review of fee-in-lieu programs in other cities found that successful implementation occurred within the context of a broader package of funding sources that can fully support new parking development. In Hood River, the identification and harboring of other funding sources has not occurred. This severely limits the City from being able to strategically respond to potential growth in parking demand and potential partnerships with developers and existing downtown businesses and properties to expand parking capacity over time.

III. MOVING FORWARD

The City is still interested in fee-in-lieu as a potential funding option that could be used to support development of new parking capacity in the future. At the same time, the City realizes that adequate time needs to be taken to explore the true cost of parking development, location, amount and (most importantly) a realistic and feasible funding package that can deliver new capacity while still meeting the goals supporting (and not hindering) new development referred to in Section II above. A process for evaluating and reframing the fee-in-lieu option is outlined in the recently adopted Downtown Parking Study and Plan.³ The strategies and associated action steps within the plan addressing new parking capacity envision a 0-24 month process to get to a fully integrated approach to parking funding (which would include a revised fee-in-lieu).

To this end, the City is interested in an approach that could be used as an interim strategy; an approach that would:

- Suspend the current fee-in-lieu option,
- Allow the City the necessary time to create a new fee-in-lieu framework,
- Identify and commit to a broader package of funding sources,
- Generate some revenue to support downtown access,
- Maximize existing parking supplies and continue to accommodate priority users, and
- Assure that new development projects (commercial and residential) are not hindered from moving forward.

The framework that follows is intended to provide the City with an interim option to address these outcomes.

IV. INTERIM FEE-IN-LIEU

At present, the City has not completed a plan or process for using current fee-in-lieu funds (when received) to provide new capacity for parking or grant any entitlements to payees for access to parking. The consultant recommends a new interim fee-in-lieu that preserves the fee-in-lieu process and payment for the City until such time as (a) the fee-in-lieu is modified and coupled with other funding sources for new capacity or (b) eliminated as a funding option for new capacity.

² Entitlement refers to the level of expectation and certainty that the City would provide to the payee for parking access (capacity) for the parking demand created by the new development. It would also include expectation that such parking access would be available upon completion (e.g., certificate of occupancy) of a project that paid the fee-in-lieu.

³ 2019 Downtown Parking Study and Plan (Final Report), January 22, 2020. See particularly Strategies 27-31, pages 32 – 38.

A. Current requirements

Currently, residential code requires one and one-half parking spaces for each unit in a multi-family development,⁴ whereas minimum parking stalls required for commercial use are based upon employee totals (see Chapter 17.03.040).⁵ However, for purposes of calculating the fee-in-lieu the City bases the fee on 1.2 parking stalls or spaces per 1,000 square feet of commercial development multiplied by the amount set annually by Council.

For Fiscal Year 2019-20, the following fees-in-lieu apply:⁶

- Residential: \$22,088 per space (first 2/3) + \$2,142 per space (last 1/3)
- Commercial Uses: \$1,226 per space
- Industrial Uses: \$1,226 per space

The disparity between the residential and commercial/industrial fees is interesting. The very high fee for residential development (without clarity on whether a development would receive access to parking in return for the fee) likely underscores the concern for the historical lack of residential development in the downtown. At such a high rate, the cost associated with residential parking is viewed by the developer as “valueless,” and must be treated in a proforma as a spread cost. A spread cost would need to be absorbed into the project, increasing rental or unit costs with no return value. Spreading such a cost likely pushes projects out of the market for sales or leasing. Similarly, such costs affect financing, as lenders also view such costs as valueless; affecting the return on investment necessary to finance.

The very low fee for commercial/industrial uses is interesting in that the fee is so low that it works as a zero-minimum requirement. This is based on the assumption that at \$1,226 per space (a) the developer does not expect an entitlement, (b) it does not translate into a adverse drag within a pro forma and (c) the fee is so low that it does not bring much value to the City as a source for future funding of a garage or other transportation improvements in the downtown (e.g., transit, biking or pedestrian infrastructure). The fee is so low as to be superfluous.

B. An interim approach

To encourage continued new development in the downtown, it is recommended that the following framework be considered as an interim approach for approving new developments in the downtown as it pertains to calculating minimum parking requirements and calculating fee-in-lieu rates:

- a. Suspend the current fee-in-lieu option within the code.

⁴ Single dwelling, duplexes and triplexes require 2 stalls per unit.

⁵ Hood River’s code requirements for commercial uses are unique. From a development perspective, using an estimated employee total on a project-by-project approach is difficult without definitional or policy clarity on who qualifies as an ‘employee’ or is this total employee that will use a building over a 24 hour period or are employee shifts accounted for. Further, a developer may not know employee totals when programming a buildings’ uses as tenants needs may different and may change between construction and actual occupancy.

⁶ (Consolidated fee schedules for the last 3 years are on the “Finance” section of the City’s website: <http://ci.hood-river.or.us/FinancialReports>)

b. Revise minimum parking requirements within the code as per the table below.

Parking Requirement	Residential	Commercial	Industrial
Current	1.5 per unit	1 per employee	1 per employee
Recommended	1.25 per unit	1.50 per 1,000 rentable square feet	1.50 per 1,000 rentable square feet.

The recommended requirements are taken from data findings for demand developed for the City in its 2019 Downtown Parking Study.⁷ These calculations represent a truer market calibration of demand for parking by use type in downtown Hood River. It should also be noted that the demand calculations presented represent full demand per 2018 occupancy and use data in the downtown. As such, they are assumed to quantify demand based on existing conditions for access in place in 2018. They do not account for future impacts of alternative modes (transit, bike, and walking) that might occur in future years, which would have a downward impact on actual parking demand.

c. Revise the fee-in-lieu rates per the table below.

Fee Requirement	Residential	Commercial	Industrial
Current	\$22,088 (1 st 2/3rds) \$2,142 (last 1/3 rd)	\$1,226 per space	1 per employee
Recommended	\$3,000 per space	\$3,000 per space	\$3,000 per space

Current fees are too high for residential and do not provide adequate return to the City (as an investment tool) for commercial and industrial uses. At \$3,000 per stall (for the interim) for any residential, commercial or industrial use, the fee simplifies the process and treats each use as an equally important component of downtown’s economic development. The \$3,000 fee should also not be prohibitive to development and creates a small fund that the City would then reinvest in transportation improvements that benefit the broader downtown (e.g., implementation of components of the 2019 Downtown Parking Study and Plan).

As with the current fee, the interim program is an option for a development. Ideally, new development could provide some level of parking supply within their projects. Also, the fee would be periodically adjusted per Council action until such time as a new fee-in-lieu option is developed and implemented.

d. In agreeing to pay the fee, the developer/owner would sign a waiver – assigned to the title of the development and as a condition of use for the building – relinquishing the City from any responsibility for providing parking to users or tenants of the redeveloped property.⁸

- No entitlement to any public parking (on or off-street) is made.
- Developer/owner would be able to purchase available parking in private or public supply for tenants, but only in an open market format like any other user downtown.

⁷ See: White Paper #3: Parking Demand Forecasting - Commercial and Residential Development (June 5, 2019)

⁸ A waiver form would need to be developed in association with the City Attorney.

- If public parking is available, it is available as demand dictates. As such, any availability is considered interim and subject to change.
 - If the City builds future public supply (e.g., lot or garage), the City makes no commitment to the subject building to any access entitlements to that supply; except as supply is available on a demand based system of parking management, which assumes all supply is only available for interim periods.
- e. Use of funds. The City will harbor funds collected from fee-in-lieu payments in a dedicated fund for the development and provision of downtown access programs and improvements. Such programs and improvements can include (but not be limited to):
- Implement elements of the City’s adopted Parking Management Plan
 - Purchase or lease underutilized private parking in the Downtown for conversion to public access.
 - Partner with the private sector to add public parking in new developments.
 - Invest in other transportation infrastructure in the downtown (e.g., transit, bike, pedestrian)
 - Develop new parking structures.
- f. The City will manage its public parking supply within the framework of its adopted Downtown Parking Management Plan to ensure that existing and future parking capacity is managed to achieve the following:
- The most convenient on-street parking downtown will be preserved for the priority user: the customer trip.
 - The most convenient on-street parking in neighborhoods adjacent to the downtown will be preserved for the priority user: the resident and their guests.
 - Coordinate public off-street parking resources (public and private) to meet employee demand; while balancing the need in public off-street facilities to also accommodate visitor needs.

V. CHALLENGES AND BENEFITS

Changing the current fee-in-lieu option within the code will create both challenges and benefits. Assuring the City and stakeholders that the change in requirements is a benefit to the downtown will be essential. The following outline addresses both challenges and benefits.

A. Challenges

- *Impact on existing supplies.* There may be concern that allowing developers (particularly residential developers) a low fee-in-lieu option will result in more developments taking the option, therefore opting not to provide on-site parking. The concern then being that existing supplies of parking would be compromised. This can be mitigated through:
 - Formalizing the waiver framework criteria outlined in Section IV, above.
 - Diligent implementation of strategies in the Downtown Parking Management Plan that include:

- Continue time limited (metered) on-street parking in downtown. This prevents the long-term storage of employee or residential vehicles on-street (particularly during high customer demand hours).
- On-going data collection. This will assure that demand is monitored, and strategies are synced and calibrated to the 85% Occupancy Standard. Data collection also allows the City to track changes in use and patterns of parking activity that can be directly correlated to (before and after) a redevelopment project.
- Extend hours and days of enforcement (as documented through data collection) to ensure continued priority user access. This assures that if customer demand during non-enforcement hours grows; enforcement will be extended.⁹
- Implement neighborhood permit districts in adjacent residential areas per criteria currently provided for in 10.42.020 of the City Code. This is a tool the City already has to protect the priority of parking in adjacent residential districts for the residents (and guests) of those areas.
- Implement a shared use parking program to capture currently identified underutilized parking supply in privately owned off-street facilities.

It is also important to note that a continuing challenge for developers will be project financing. This interim approach is much more clear than current code that no entitlement to parking is granted as a result of paying the fee. Though the recommended fee is low, financing standards will still pressure developers to (a) identify sources of parking access or (b) clearly outline how a no or low parking environment is marketable, financially sustainable and, therefore, mitigates risks to financing by the lender.

B. Benefits

As stated previously, there is a desire to facilitate growth of affordable residential housing and continued commercial/industrial development in the downtown. Providing an interim fee-in-lieu waiver can provide the following benefits to the downtown and the City.

- *Time for strategic planning.* An interim fee-in-lieu provides the City adequate time to develop a more workable package of funding for new parking/transportation capacity development while removing a barrier to current development.
- *A market-based approach to development.* The interim fee-in-lieu program outlined in Section IV, place the economic decision for moving forward with a development on the developer. Issues of financing and marketability of the new asset will be made in the context of the criteria agreed to upon paying the fee; there is no entitlement to parking (on the City's part).
- *Affordable housing is more feasible.* The cost of parking and/or what is now a very high fee-in-lieu would have to be carried within the cost of the housing provided. What the market has seen is that such projects are not viable financially or the cost of units do not support affordability.
- *Supports full implementation of the Downtown Parking Management Plan.* The recommended fees can be directed toward improvements to the existing system, which are intended to

⁹ The City cannot prevent any vehicle from parking in a legal on-street stall once enforcement is curtailed. As such, some cities with high concentrations of downtown living will *extend hours of enforcement* from the traditional 9AM – 6PM to later hours in the evening. Similarly, cities have moved to *extending days of enforcement* to include Saturdays and/or Sundays. The purpose is to (a) ensure that customer demand is accommodated and to remove on-street parking as a source of parking that downtown residents rely upon.

improve the capacity of parking within existing supplies through more strategic management, program investment and partnerships with the private sector.

VI. SUMMARY

The current fee-in-lieu program has become a barrier to new development, as has the difficulty in building new parking supply in the downtown, whether by the public or private sector. The cost to build new parking is extremely high and generally requires multiple sources of funding to be financially sustainable. It has become apparent that relying solely upon a fee-in-lieu option to build parking capacity is a flawed strategy. The City needs time to develop a more coordinated strategy to build parking and/or transportation capacity. Sources of funding need to be identified and a broad group of partners (public and private) will need to participate. The interim fee-in-lieu option outlined in this memorandum removes a stated barrier and will allow new development to proceed forward; letting the market and realities of financing determine feasibility.

From: [Dustin Nilsen](#)
To: [Dustin Nilsen](#)
Subject: Parking Downtown
Date: Thursday, September 24, 2020 11:33:30 AM

CITY COUNCIL DRAFT

9/28/20 FIRST READING PUBLIC HEARING¹¹_{SEP}

Good Evening Honorable Mayor, City Councilors , and Staff

Pinch me!! I'd truly begun to believe this would never happen! Since I first learned of the In Lieu Parking Fee, tucked into the 2006 Revision of the Land Use Code I could little imagine the impact it would have on the Restoration and Rehabilitation of the abandoned Waucoma Building begun in July 2000. Now 14 years later the history of Oregon and the world continues to be rewritten by recessions, terrorism, banking failures, bankruptcies, riots, the Covid Pandemic, and now suffering the stings of Global Warming leading to increasing Wild Fire danger with levels and frequency increasing and devastating entire communities.

An unexpected consequence of the 2000 Oregon Wild Fires is its bearing on Hood River and long range future planning for housing needs and types based on forecasts. Recent experience over the State has clearly demonstrated the importance of emergency short term shelter and housing with evacuee's finding Hotel and Motel accommodations sold out.

For this reason we respectfully suggest that the Ordinance providing C2 District properties exemption from in Lieu parking fee be broadened to include overnight and short term multi-housing rentals on levels above the ground floor. While pleased with the relief in the code we encourage and welcome your consideration of this modification.

Respectfully, Robert D. Carnahan, Waucoma Bldg. Owner
White Salmon, WA

Dustin Nilsen, AICP

June 15, 2020

To: Hood River Planning Commission

Re: Downtown Hood River Parking Study – Interim Regulations (Meeting Packet)

I am in favor of allowing residential development in historic buildings in downtown Hood River. To be successful, it is important to first consider and correct current zoning policies and code (also in HRMC Chapter 17). Failure to fix previous policy missteps will negatively affect housing and businesses downtown.

Parking Need and Residential Development are Highly Related

As the City considers Interim Parking Revisions and regulation changes, I urge you to consider parking need and residential development downtown as highly related issues. There are specific policies to reconsider before further parking exemptions / changes are granted to ensure that housing needs, as articulated in The **City's number one goal of affordable housing**, are addressed.

The included packet materials mention “affordable housing” eight times.

The 2019 Housing Needs Update must be considered for its explicit identification of failures related to multi-family, “affordable” housing in commercial zones for residential use. The original Housing Needs Analysis of 2015 was adopted for the purpose of addressing housing needs for residents. ***The 2019 update is clear that policy failures are a major contributor to the continued lack of housing*** for that need, specifically in C-zones. A barrier to affordable housing has been zoning code that encourages unrestricted growth of STRs in current and future residential housing located in those C-zones.

Please consider the likely use of new residential development that occurs downtown (Figure 1). STR regulations adopted in 2016 exempt properties in C-zones from residency requirements and maximum number of rental nights allowed. An analysis of 317 Sherman Avenue provides one example of what to expect:

- 11-unit townhouse development built in 2007 (C-1 Zone).
- Not included in the parking study area (it is immediately adjacent).
- Not accounted for in the residential parking analysis included in this packet.
- 6 of the 11 units are now licensed STRs
- No registered voters reside in any of the units.

Real effect of STR Policy on Housing Stock

The number of properties used as STRs prior to 2016 regulation is now more precisely known. Previously the number was routinely overestimated; the number had been inflated, in part, because of conflation with second home uses.

The number of STRs at the time the moratorium was put in place is 161, not over 200 as claimed at the time (and repeated since). At the end of 2019 there were 211 units licensed. Regulation meant to curb

growth and / or improve access to housing has instead resulted in an STR increase of over 30 percent – predominately in C-zones and by non-residents. See Figure 1.

Figure 1.

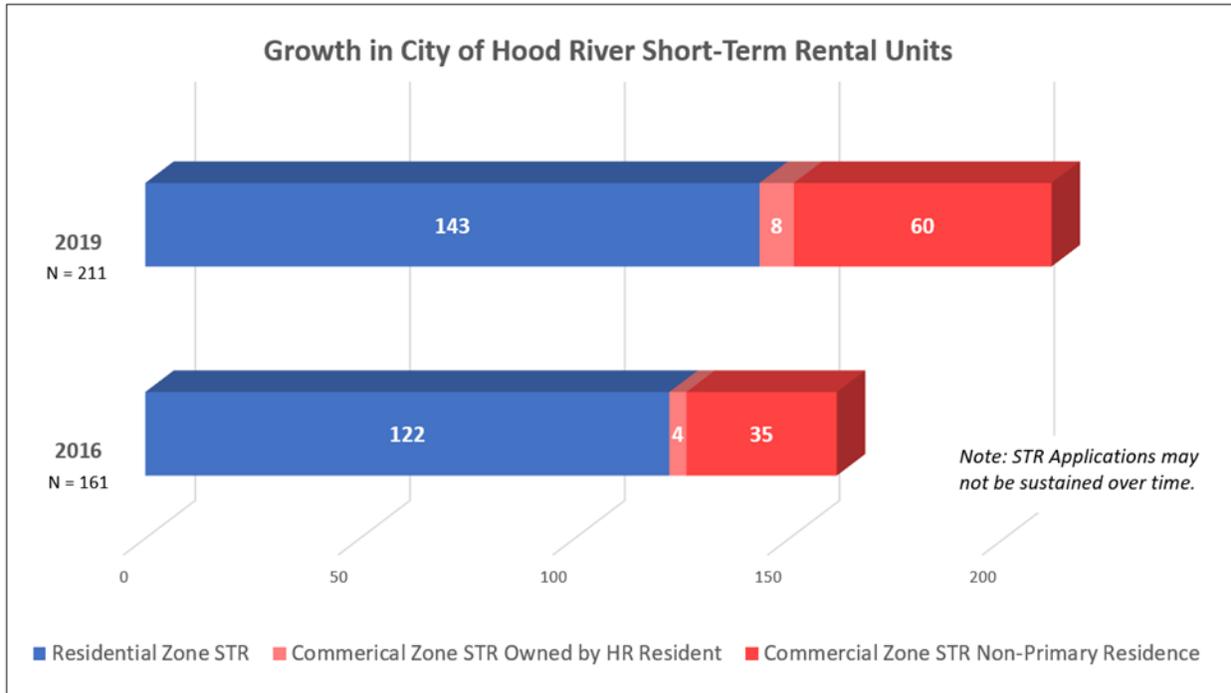


Fig.1 Data compiled from information obtained from or distributed by the City of Hood River and Hood River County. 2016 Data is Pre-moratorium, 2019 Data for December.

Problems with the Parking Data

The data contained in the white paper and study by Rick Williams Consulting (RWC) is compromised and inadequate for making good decisions regarding the impact of new residential development on parking in downtown Hood River.

- The study area excluded adjacent residential properties – including high density.
- The parking consultant incorrectly believes this project is meant to improve access to affordable housing.
- The consultant incorrectly states that new transient-use properties would not become competitors for the limited available downtown parking.
- The Housing Study update of 2019 specifically cites multi-family development in commercial zones as a policy failure. *The parking study (while mentioning affordable housing 8 times) has not considered the impact of current policies that are known to have incentivized this.*
- Subsequently, the parking study does not consider residential-use parking demand within the study area in the context of whether it is by residents or by vacation rental / second home users.

- The “residential demand evaluation” is based on data from “other cities” including Richmond, Virginia (population 230k) and Austin Texas (population 1 million) ...
- Transient stay utilization is greatest when downtown parking demand for business activity is also the highest.

If you make interim changes to parking requirements without first correcting previous policy missteps, both housing for residents and the parking needed to support downtown businesses will be compromised. This is the convergence of two persistent policy priorities of the City of Hood River. I ask that known problems be considered and corrected prior to making changes that will have predictable, detrimental results.

Brian Towey

**CHART B – Cultural Resources Inventory
Local Downtown District: 1994 (updated 2004)**

	Historic Name	Current Name	Address	Inventory #	Previous Designation
1	Ingall-Balch House	Colt Realty	509 Cascade Ave	44	
2	HR Garage, Inc	202 Mall	202 Cascade Ave	51	
3	Davidson Bldg	Real Wind Sports	214, 216 Cascade Ave	52	
4	US Post Office	US Post Office	408 Cascade Ave	55	
5	O.R.W. & N. Railroad	Mt. Hood Railroad	Cascade Ave & E. First	50	Nat Reg/Comp Plan
6	Columbia Laundry	HR Jewelers	413, 415 Oak St	17	
7	Paris Fair/IOOF Hall	Annz Panz	315 Oak St	18	
8	Bartmess Building	Informal Flowers/ Red Feather Mercantile	311 Oak St	19	
9	Johnsen Shoe Store	Twiggs/Benefit Consult.	305, 307 Oak St	20	
10	Butler Bank Bldg	HR City Admin Bldg	301 Oak St	21	Comprehensive Plan
11	E.L. Smith Bldg	HR Stationers	213, 215 Oak St	22	National Register
12	Keir Medical Bldg	Annie Cruz	209, 211 Oak St	23	
13	Hall Bldg	Trillium/Gorge Fly Shop/ Mt View Bicycles	201-07 Oak St	24	
14	Mt Hood Motor Co	Andrews Pizza	107-13 Oak St	26	
15	Top Hat Stoveworks	At Home on Oak	105 Oak St	27	
16	Blowers Block Bldg	HR Windsurfing	101 Oak St	28	
17	Yasui Brothers Mercantile	Holsteins Coffee	12 Oak St	30	
18	Mt Hood Hotel Annex	HR Hotel	102-08 Oak St	31	National Register
19	C.H. Sproat Bldg	Storm Warning	112 Oak St	32	

20	Eliot Bldg (formerly Franz Hardware)	Discovery Bicycles	116 Oak St	33	
21	Brosius Bldg	Carharts/Ananas/Gift House/G.Wilikers	202-06 Oak St	34	
22	La France Bldg	Waucoma Books	212 Oak St	35	
23	Ferguson Bldg	Carousel Museum	304 Oak St	38	Comprehensive Plan
24	Kelly Brothers Hardware	Frame Shop	402-06 Oak St	39	
25	Bartall Bldg	Oak St Mall	408-16 Oak St	40	
26		Windwear	504 Oak St	41	
27	PP & L Bldg	Kerritts	314, 316 Oak St	64	
28	HR Banking and Trust	Apland Jewelers	Oak St & Third	36	
29	Parker House	Parker House	110 Sherman Ave	13	National Register
30	Steward Hardware	Van Metre's	202 State St	9	
31	HR County Library	HR County Library	503 State St	14	Nat Reg/Comp Plan
32	Ezra Smith House	Wine Sellers	514 State St	16	Comprehensive Plan
33	Apple Growers Assoc Plant H	Waucoma Center	902 Wasco St	63	
34	HR City Hall	HR Police Dept	207 Second St	7	Comprehensive Plan
35	Masonic Temple	Masonic Temple	210 Second St	8	Comprehensive Plan
36	Hotel Waucoma	River City Saloon	102-08 Second St	49	Nat Reg/Comp Plan
37	HR Meat Market (formerly Scott Insur.)	Keen Shoes	111 Third St	37	
38	Diamond Fruit Bldg	ANPC	11 Third St	53	
39	Union Truckers Bill of Lading General Office	Union Bldg	Third St & Industrial Ave	61	Comprehensive Plan
40	Riverside Church	Riverside Church	Fourth & State St	11	Comprehensive Plan
41	Georgian Smith Park	Library Park	Fifth & State St	15	Nat Reg/Comp Plan

IN THE CITY COUNCIL
FOR THE CITY OF HOOD RIVER, OREGON

ORDINANCE NO. 2056

An Ordinance amending Hood River Municipal Code Title 17, Chapter 03; LAND USE ZONES and Chapter 24; IN-LIEU PARKING FEE

The Hood River City Council finds as follows:

WHEREAS, the Hood River Zoning Code is organized to implement provisions of the Comprehensive Plan and which periodically require amendments to address changes in statewide legislation, policy updates, and other clarifications for readability and clear administration; and

WHEREAS, in 2019 the City of Hood River adopted a Downtown Parking Study to address parking challenges associated with growth, development, and tourism; and

WHEREAS, the Downtown Parking Study helped the City understand current parking conditions, examine specific issue areas, and hear the stakeholder input necessary to develop new parking policies and management strategies that support the community goals of maintaining the vibrancy of downtown, protecting historic buildings; and increasing housing opportunities; and

WHEREAS, the Parking Study outlined a series of strategies and Guiding Principles to implement the Downtown Parking Strategy including the amendment of the City's parking requirements for new commercial and residential development to be reflective of local demand, supportive of new growth, and supportive of a new fee-in-lieu policy/code; and

WHEREAS, as part of the strategy Council requested interim actions be considered prior to final decisions regarding the development of new parking capacity, including an amendment that made historic buildings within the Downtown Historic District (those specifically within the Zoning Code) eligible for parking waivers for the conversion of upper stories to long term residential dwelling units ; and

WHEREAS, a draft of these interim actions presented to the Council for review, and then Planning Commission for public hearing; became the basis for code amendments in accordance with HRMC 17.08.010 (Legislative Zone Changes and Plan Amendments); and

WHEREAS, the Department of Land Conservation and Development (DLCD) was notified of the proposed amendments on February 07th, 2018 and again on May 18th, 2020 prior to public hearings before the Planning Commission. The Planning Commission hearing culminated on June 15th, 2020 with a recommendation to approve the proposed changes to Title 17 to the City Council; and

WHEREAS, at its September 28th, 2020 meeting City Council initiated public hearing at which time the Council heard the Planning Commission recommendation, accepted written and oral testimony; deliberated and *(to be confirmed at hearing -tentatively voted to approve)* amendments to HRMC Title 17, Chapter 3: Land Use Zones, as set forth in Exhibit A and HRMC Title 17, Chapter 24: In Lieu Park Fee as set forth in Exhibit B.

NOW, THEREFORE, based on the foregoing findings, which are incorporated herein by this reference, the Hood River City Council Ordains as follows:

Section 1 – Amendment. The Hood River Municipal Code Title 17 (Zoning) Chapter 3 Land Use Zones shall be amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2 – Amendment. The Hood River Municipal Code Title 17 (Zoning) Chapter 24 In Lieu Parking Fee shall be amended as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Section 3 – Savings Clause. In the event that a court of competent jurisdiction determines that any provision, clause, section, subsection or part thereof is unconstitutional or unlawful in any respect, that determination shall not affect the validity of all remaining provisions, clauses, sections, subsections or parts thereof, which shall remain in full force and effect.

Read for the First Time this (Date to be determined).

Read for the Second Time and approved this ___ day of (date to be determined) 2020.

This Ordinance shall take effect on the 31st day following the second reading.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Kate McBride, Mayor

ATTEST:

Approved as to form:

Jennifer Gray, City Recorder

Daniel Kearns, City Attorney

Exhibit A

Strikes and Underlines of existing HRMC 17.03:

17.03.040 Office/Residential Zone (C-1)

G. Parking Regulations.

1. ~~Professional Offices:~~ Commercial Development

a. Except within the Central Business District, One (1) off-street parking space shall be provided on the building site or adjacent to the site for each employee. In addition, adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele.

b. In no case shall there be less than two (2) off-street parking spaces.

c. The Central Business District, the Heights Business District and the Waterfront are exempt from ~~this~~ the minimum two (2) off street space parking requirement but shall pay a fee in-lieu of parking in accordance with Chapter 17.24 for the balance of parking required but not provided.

d. Within the Central Business District, one and one half (1.5) off-street parking spaces shall be provided on the building site or adjacent to the site for each 1,000 square feet of gross floor area.

~~d. e.~~ Parking in the Central Business District, Heights Business District and Waterfront may be satisfied by substituting all or some of the parking requirement at adjacent or nearby off-site off-street locations or by adjacent or nearby shared parking if the substitute parking reasonably satisfies the parking requirements of this section.

~~f. If no required off-street or off-site parking reasonably satisfies the parking is, the fee in-lieu of parking shall be paid in accordance with Chapter 17.24.~~ If less than all required parking is provided, the fee in lieu of parking shall be paid in accordance with Chapter 17.24, except that a credit shall be given for the number of spaces provided.

2. Residential Development:

a. Except within the Central Business District, all individual dwelling units, duplexes, and triplexes shall be provided with two (2) parking spaces for each unit on the building site, one (1) of which may be within the required front yard setback area.

b. Except within the Central Business District, multi-family dwellings shall be required to furnish one and one-half (1½) off-street parking spaces per dwelling unit on or adjacent to the building site.

c. Unless specifically exempted under the historic building parking waiver provisions for upper story residential conversions, individual dwelling units within the Central Business District shall be required to provide one and one quarter (1.25) off-street parking on or adjacent to the building site.

~~e. d.~~ Required setback areas may be utilized for off-street parking for multi-family dwellings.

d. e. Parking spaces utilizing access from a public dedicated alley may be located within the setback areas.

f. Upper Story Residential Parking Exemption: Existing Buildings within the Downtown Historic District included on the local historic building inventory and listed within HRMC 17.14 CHART B – Cultural Resources Inventory Local Downtown District: 1994 (updated 2004), as amended are not required to provide additional parking for the conversion of upper stories to non-transient residential dwelling units. Street-level conversion of a historic building for residential use is not eligible for this exemption. The exemption is not applicable to transient lodging or hotel use

Neither historic conversion exemption nor fee in lieu of off-street parking may be utilized to satisfy parking requirements for hosted homeshares, vacation home rentals, transient or short-term rentals. Hosted homeshares, vacation home rentals, transient and short-term rental shall be required to satisfy parking requirements in compliance with the Hood River Municipal Code.

17.03.050 General Commercial Zone (C-2)

H. Parking Regulations.

~~1. Commercial Development One (1) off-street parking space shall be provided on the building site, or adjacent to the site for each employee. In addition, adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele.~~

a. Except within the Central Business District One, (1) off-street parking space shall be provided on the building site or adjacent to the site for each employee. In addition, adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele.

~~2. b.~~ In no case shall there be less than two (2) off-street parking spaces.

~~3. c.~~ The Central Business District, the Heights Business District and the Waterfront are exempt from ~~this~~ the minimum two (2) off street space parking requirement but shall pay a fee in-lieu of parking in accordance with Chapter 17.24 for the balance of parking required but not provided.

d. Within the Central Business District One and one half (1.5) off-street parking spaces shall be provided on the building site or adjacent to the site for each 1,000 square feet of gross floor area.

~~4. e.~~ Parking in the Central Business District, Heights Business District and Waterfront may be satisfied by substituting all or some of the parking requirement at adjacent or nearby off-site off-street locations and/or by adjacent or nearby shared parking if the substitute parking reasonably satisfies the parking requirements of this section.

~~f. If no required off-street or off-site parking reasonably satisfies the parking is, the fee in-lieu of parking shall be paid in accordance with Chapter 17.24. If less than all required parking is provided, the fee in lieu of parking shall be paid in accordance with Chapter 17.24, except that a credit shall be given for the number of spaces provided.~~

~~5. All parking areas and driveways shall be hard surfaced prior to occupancy, under the following circumstances:~~

~~a. New construction~~

- b. ~~Change of use~~
- e. ~~New parking area~~

2. Residential Development:

~~6. All residential development shall comply with the off-street parking standards as follows, unless exempt above:~~

a. Except within the Central Business District, All individual dwelling units, duplexes, and triplexes shall be provided with two (2) parking spaces for each unit on the building site, one (1) of which may be within the required front yard setback area.

b. Except within the Central Business District Multi-family dwellings shall be required to furnish one and one-half (1½) off-street parking spaces per dwelling unit on or adjacent to the building site.

c. Unless specifically exempted under the Historic parking waiver provisions for upper story residential conversions, individual dwelling units within the Central Business One shall be required to provide and one quarter (1.25) off-street parking on or adjacent to the building site.

~~e.~~ d. Required setback areas may be utilized for off-street parking for multi-family dwellings.

d. e. Parking spaces utilizing access from a public dedicated alley may be located within the setback areas.

f. Upper Story Residential Parking Exemption: Existing Buildings within the Downtown Historic District included on the local historic building inventory and listed within HRMC 17.14 CHART B – Cultural Resources Inventory Local Downtown District: 1994 (updated 2004), as amended are not required to provide additional parking for the conversion of upper stories to non-transient residential dwelling units. Street-level conversion of a historic building for residential use is not eligible for this exemption. The exemption is not applicable to transient lodging or hotel use

Neither historic conversion exemption nor fee in lieu of off-street parking may be utilized to satisfy parking requirements for hosted homeshares, vacation home rentals, transient or short-term rentals. Hosted homeshares, vacation home rentals, transient and short-term rental shall be required to satisfy parking requirements in compliance with the Hood River Municipal Code.

3. All parking areas and driveways shall be hard surfaced prior to occupancy, under the following circumstances:

- a. New construction
- b. Change of use
- c. New parking area

Exhibit B
Strikes and Underlines of existing HRMC 17.24:

CHAPTER 17.24 - IN-LIEU PARKING FEE

Legislative History: Ord. 1925 (2006)
SECTIONS

17.24.010 In-Lieu Parking Fee
17.24.020 Payment of Fee

17.24.010 In-Lieu Parking Fee. This chapter establishes the In-Lieu Parking Fee. The In-Lieu Parking Fee is paid to the City in lieu of providing required off-street parking when permitted in this title.

A. **Amount of Fee.** The amount of the In-Lieu Parking Fee is set by resolution of the City Council and the Council shall review the amount on at least an annual basis. The In Lieu-Fee may otherwise be adjusted by the Council as it deems necessary based on factors such as inflation, the cost of providing new parking spaces, and the market value of parking spaces. The amount of the In-Lieu Fee shall take into account the current costs of land acquisition, financing and construction.

B. **Use of Fees.** In-Lieu Parking Fees shall be deposited in a dedicated fund for the development and provision of public parking facilities. The collected Fees may be applied only to development and provision of public parking that serves the Central Business District, Heights Business District or Waterfront, or the development of City owned parking lots located in non-residential zones. Development and provision of parking to which the Fees are applied must be consistent with the City's adopted Parking Management Plan. Development and provision of parking includes, but is not limited to, paving, striping, sidewalks, acquisition of real property, payment of administrative costs, and construction.

17.24.020 Payment of Fee

A. **Parking Requirement for Calculation of Fee.** The In-Lieu Fee shall be based on the number of parking spaces required under Section 17.03, but not provided off-street or off-site ~~1.2 parking stalls or spaces per 1,000 square feet of development~~ multiplied by the amount set by Council resolution in section 17.2324.010.

B. **Condition of Approval.** Payment of the In-Lieu Fee will be included as a condition of approval of any approved development application that is subject to the fee.

C. **Limitation.** Payment of the In-Lieu Fee cannot be used to satisfy parking requirements for the issuance of short-term rental operating licenses.

~~D. €.~~ **Payment of Fee.** The In-Lieu Fee shall be paid in full prior to the issuance of a building permit.

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 28, 2020

To: Honorable Mayor and Members of the City Council

From: Will Norris, Finance Dir. / Asst. City Manager
Neal Holste, Chief of Police

Subject: Police Space Needs Analysis – Update & Next Steps

Introduction

This report is following two City Council discussion items on police facility site locations on [May 26th](#) and [August 24th](#). At the conclusion of those meetings, City Council wished to give Hood River County time to discuss joint location with the Sheriff and Courthouse. The Board of County Commissioners received a project update from City staff at their Monday, September 21st meeting and discussed the topic. This staff report updates the City Council on the Hood River County discussion as well as recent developments concerning colocation with the Columbia Gorge Children's Advocacy Center. The staff report also proposes next steps for City Council deliberation and direction.

Background

The City of Hood River has no record of its Police Department ever occupying a purpose-built facility. Department operations have shuffled between various office space in downtown. Police offices are currently located in the basement of the 100-year-old City Hall in a space that was originally a fire engine bay. The space cannot accommodate growth and lacks basic functionalities for modern policing, such as ventilated evidence processing, back-up power, sally port, and secure interview rooms.

The City Council prioritized a police department space needs analysis in 2018. Mackenzie Architecture (Mackenzie) was selected by competitive solicitation to perform the work. A standard police space needs analysis includes the six steps outlined in the graphic below.



Mackenzie performed a programming workshop in early 2019. This work resulted in an initial space program of 16,124 sq. ft. This size is tailored to meet the projected Hood River police force size in 2040, with the expectation the building will be in use until at least 2060. After receiving the preliminary space program, the project team, including Command staff, City Management, Mayor McBride & Councilor Saunders toured [example police facilities](#) in Canby, Gresham, and Sandy. The goal of the tours is to get a firsthand understanding of spatial dimensions and building

functionality. After the tours, the project team reduced the preliminary building size to 13,178. This final space program was accepted by the City Council on [August 12, 2019](#) leading to the next step of site evaluations.

[Seven sites were evaluated](#) and ranked based on the International Association of Chiefs of Police (IACP) guidelines. The highest rated site is the 60,000 sq. ft. Columbia Lot. Siting a police station at this location will require replacement downtown parking, either through property acquisition or construction of a parking garage. Either parking option can be partially funded with Columbia Cascade Urban Renewal Funds. Additional project information is posted to the City's website at: cityofhoodriver.gov/police/police-facility-planning/



Discussion:

The City Council paused the Police Facility project to re-engage with Hood River County on potential co-location with the Sheriff and Courthouse replacement. During this time, the City received interest in exploring the inclusion of Columbia Gorge Children's Advocacy Center in the project. Below are updates on both agencies:

Hood River County Courthouse and Sheriff

The Hood River County Courthouse and Sheriff's Office is in very poor condition and in need of replacement. The County engaged with the architectural firm DLR in 2015 to perform a space needs analysis. That work resulted in a [56,726 sq. ft. space program](#). This work could not continue due to financial constraints.

The Board of County Commissioners received a project update from City staff at their Monday, September 21st meeting and deliberated on a joint project. The commissioners were uniformly in favor on continuing the discussion but did not want to slow the City's timeline and expressed doubt as to the project's feasibility. Challenges included funding and identification of a suitable location. The County Commissioners wanted to know the project cost, which can only be determined through competitive solicitation, and wanted to identify sources of outside funding.

Columbia Gorge Children's Advocacy Center (CGCAC)

[CGCAC](#) is a non-profit organization that interviews suspected victims of child abuse for legal proceedings, performs medical evaluations, provides child advocacy, makes mental health referrals, and generally provides coordination of child victim services. The organization has outgrown their office space and is searching for a new permanent location. CGCAC has expressed interest in co-location with the Police Department. The organization estimates a need for 4,000 square feet and is amenable to contributing financially for preliminary design and cost estimation work to co-locate in the City's police facility.

Staff Recommendation:

Develop and issue a multifaceted solicitation for an architectural firm to perform the following work:

- a) Preliminary design and cost estimation for a police facility that accommodates CGCAC and includes a parking garage on the Columbia Lot.

- b) Site analysis, preliminary design, and cost estimation for a joint public safety building, including replacement parking, as necessary.
- c) Consolidated project including project tasks from bullet A & B.

Fiscal Impact

Discontinuation of the current Mackenzie contract will result in a contract savings of \$11,135. Some of this savings will be used for a contract project management firm to develop a new solicitation to continue the project.

Alternatives:

The City Council can continue with the existing scope of work with Mackenzie. This calls for choosing two sites from the seven prospective sites for block diagrams before a single site is chosen for final design refinement and cost estimation.

Timing Considerations

The Hood River Police department will benefit from a purpose-built facility as soon as one is available. The upcoming expiration of the Fire Station General Obligation Bonds in 2022 creates a natural opportunity to forward a construction levy to voters that will not result in a net tax increase. It is advisable to run a bond election before 2022 so that if it is initially unsuccessful the City can reconfigure the project and run a revised bond election before the Fire Station levy expires.

Suggested Motion:

“I move to direct staff to develop and issue a solicitation for an architectural firm to create a preliminary design and cost estimate for a police facility, with inclusion of office space for Columbia Gorge Children's Advocacy Center, and Parking Garage on the Columbia Street Lot. The solicitation will also ask for separate proposals for siting and preliminary design of a joint public safety building with Hood River County. Execution of a contract for joint public safety building will be contingent upon mutually agreeable cost sharing agreement with Hood River County”

City of Hood River
City Council Work Session
September 14, 2020

Council: Mayor Kate McBride, Mark Zanmiller, Megan Saunders, Tim Counihan, Jessica Metta, Erick Haynie, Gladys Rivera

Staff: City Manager Rachael Fuller, City Attorney Dan Kearns, Finance Director/ACM Will Norris, Fire Chief Leonard Damian, Police Chief Neal Holste, Interim Public Works Director Wade Seaborn, City Recorder Jennifer Gray, GIS Analyst Jonathan Skloven-Gill

Absent:

I CALL TO ORDER – Cell Phone Reminder – 6:00 p.m.

Mayor McBride thanked the firefighters, first responders, law enforcement and national guard that have been involved in fighting the fires in Oregon.

Mayor McBride requested a moment of silence for those who lost their lives in the fires in the past week.

RECESS TO CONSIDER URBAN RENEWAL AGENDA - 6:01p.m. – 7:43 p.m.

II BUSINESS FROM THE AUDIENCE

WORK SESSION

III OPEN WORK SESSION – 7:47 p.m.

IV AGENDA ADDITIONS OR CORRECTIONS

V DISCUSSION ITEMS

1. Fourth Quarter Financial Performant Report, W. Norris
The Fourth Quarter (Q4) Financial Report includes a full year of unaudited financial data for Fiscal Year (FY) 2019-20. Final yearend numbers are typically reported in the Q1 Financial report to City Council in late October. The unusual financial conditions caused by COVID- 19 pandemic necessitates the need for more frequent financial reporting. These numbers should be regarded as a first draft of FY2019-20 results. Changes to FY2019-20 financial statements are expected as part of the normal annual financial audit process.

General Fund - Bottomline revenue trends closely followed assumptions of the FY2019-20 Q3 Financial Report provided to City Council on May 11th and built into the FY2020-21 Adopted Budget. The Q3 Financial Report expected general revenues at \$8,116,323. The unaudited actual amount is \$8,104,472. Pre-COVID revenue expectations for FY2019-20 were \$8,790,978 or \$686,506 higher. The graph below shows a timeseries of the two most COVID19 impacted City revenues, parking meter receipts and lodging taxes. After steep declines early in the pandemic, both revenue sources started to recover in June but are still far below typical. July lodging receipts collected in August were down 40% as compared to the same month the prior year. Parking meter receipts in July were down 28% from the same month the prior year.

Franchise fees and gas taxes saw a similar but less dramatic declines. Despite anecdotal reports of increased liquor and marijuana sales, those two revenues sources were mostly unchanged from pre-COVID19 expectations.

General Fund expenditures also trended below budget and helped offset soft revenues. Expenses ended the year at \$8,168,689 or \$519,630 below the FY2019-20 Budget. The net result was a \$64,217 decrease in General Fund balance over FY2019-20. This modest Fund Balance decline is relatively positive news in the context of a global pandemic and the City's heavy dependence on tourism related revenues.

Expenditures were slightly higher than pre-COVID expectations due to pandemic response related activities that have been reimbursed by the Federal government. The Fire/EMS programs ended underbudget due to extended union contract negotiations. Any changes to the budget because of contract negotiations could be accommodated with a mid-year supplemental budget. Engineering came in well above budget due to a spike in May and June spending. Engineering expenses are driven by development activity which surprisingly has not slowed during the pandemic. Engineering expenses are also partially offset by development fees. Overall, the City's finances are tracking very closely to the COVID19 projections built into FY2020-21 Adopted Budget. Actual carryforward General Fund balance is \$3,544,477 or \$99,933 higher than the \$3,444,544 included in the FY2020-21 Adopted Budget. The FY2020-21 Adopted Budget remains a reliable financial plan, but much depends on how revenues recover over the next several months. The next Q1 Financial report will be ready for City Council in the second regular meeting in October.

Other Major Revenues - Water revenues experienced significant softening at the end of FY2019-20. This is most likely due to a cooler than normal June. Reduced hotel occupancy may have been a factor as well. A worrisome spike in utility account receivable balances in June did not persist. By July, utility account receivable balances settled back into normal seasonal patterns.

Informational item only. No decision or motion needed from Council.

VI ADJOURN WORK SESSION – 8:00 p.m.

REGULAR COUNCIL MEETING

I OPEN REGULAR COUNCIL MEETING – 8:00 p.m.

II AGENDA ADDITIONS OR CORRECTIONS

III CONSENT AGENDA

1. Council Meeting Minutes – August 24 and August 31, 2020

Motion: To approve the Consent Agenda
First: Metta
Second: Saunders
Discussion: None
Vote: Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta, Haynie
Nays: None
Abstentions: None
Excused: None

IV REGULAR BUSINESS ITEMS

1. Award Professional Service Contract for Preliminary Design of the Elevated Sewer Replacement, W. Seaborn

The City owns an above-ground sanitary sewer located between Interstate 84 and the Union Pacific Railroad (UPRR) tracks. The sewer line has nearly outlived its useful life and is sited in a virtually inaccessible location. The purpose of this project is to remove the elevated sewer and replace it in a more accessible location. The elevated sewer serves an area bounded roughly by 12th Street to the west, Indian Creek to the South, the Hood River to the east and the railroad tracks to the north. The sewer was constructed with 18" concrete pipe on concrete piers in the 1950's. The sewer was constructed to a grade of 0.12% and likely has sections of reverse slope due to settlement of the piers. The elevated sewer is nearly half a mile long and has no vehicular access. It is also vulnerable to damage from errant vehicles leaving I-84, derailment of train cars and falling trees. In 2011, a truck broke through the guardrail on I-84 and hit one of the piers.

An alternatives analysis for replacement of the elevated sewer was completed in October 2017. The study evaluated five alternative alignments. The preferred alignment involves two pump stations. The main pump station would be located near the Mount Hood Railroad depot. A 10" force main would cross the railroad tracks and Interstate 84 through existing penetrations beneath the 2nd Street bridge deck. It would then follow Riverside Drive to the wastewater treatment plant. A second, smaller pump station would be located north of Industrial Street approximately in line with 6th Street. A 6" force main would run west from here to intersect an existing gravity sewer at 10th Street. This alignment will involve easement and property acquisition but places the majority of the system within City and ODOT right-of-way.

In December 2019, the City was awarded a FEMA Hazard Mitigation Grant Program – Post Fire grant for preliminary design of the elevated sewer replacement. The grant is in the amount of \$400,000 and requires a 25% match (\$300K FEMA / \$100K City). These FEMA funds were left over from the Eagle Creek Fire in 2017.

The City issued a request for proposals (RFP) from qualified firms to provide the preliminary design for the elevated sewer replacement project. The scope of work includes 30% design plans for the force mains and pump stations, structural and geotechnical investigations, ODOT and UPRR coordination, environmental permitting and land acquisition estimates. The final

outcome of the preliminary design phase will be construction and land acquisition cost estimates that the City can use to pursue further funding for final design and construction. Starting June 29, 2020, the RFP was advertised in the Oregon Contractor Plan Center, Daily Journal of Commerce, Tri City Construction Council, Premier Builders Exchange, Salem Contractor Exchange, SW Washington Contractors 7017, Hermiston Plan Center, Central Oregon Builders Association, McGraw-Hill Construction Dodge, Construct Connect and the Columbia Gorge News.

Six firms submitted proposals on July 23, 2020. The six proposals were evaluated by using a 'Content and Evaluation Criteria' set in the RFP.

City staff has entered scope and fee negotiations with the highest ranked firm, Tetra Tech. Negotiations are currently underway. A draft scope of services is attached. The scope and fee are still under review, but the fee will not exceed \$400,000.

Fuller recognized Seaborn work on identifying the source of funding (FEMA Hazard Mitigation Grant Program) and applying for this grant. She thanked him for his work, it is a very important project.

- Motion:** I move that we authorize the City Manager to sign a professional services contract with Tetra Tech for preliminary design of the Elevated Sewer Replacement Project in an amount not to exceed \$400,000.
- First:** Saunders
- Second:** Counihan
- Discussion:** Councilor Haynie stated he is fully supportive of this project. Due to an indirect business interest of his employer, some of the firms that are not being recommended (not Tetra Tech), there could be some perception of bias on his part. He will be recusing himself from voting.
- Vote:** Motion passed (roll called)
Ayes: McBride, Zanmiller, Saunders, Counihan, Metta, Haynie
Nays: None
Abstentions: Haynie
Excused: None

V REPORT OF OFFICERS

- A. Department Heads
1. Announcements
 2. Planning Director Update

VI MAYOR

Mayor McBride gave an update on the Bi-State Working Group on the Bridge Replacement project. They applied and received a \$5 million Build Grant. Klickitat County was involved with the Port in getting this grant. The money will allow the working group and all the work that needs to be done preliminary, for replacement to continue after the environmental impact study is finished. That study should be done late spring or summer of next year. The money will be used to continue drawings. There is a lot of work that needs to be done. They were extremely excited to receive the grant. The working group is working on a more official memorandum of understanding between all the parties that have been working group at this point. They have a very skeleton draft of a MOU. When complete it will be sent out to all the entities for approval, so they can

become much more official. They are hoping to morph into a Bi-State Commission.

Mayor McBride spoke with Chair Mike Oates after the City Council and the BOC had their joint meeting on September 8. Oates and Jeff Hecksel are trying to get some additional information from the Health Department Director. Their hope is to have a presentation at their next meeting regarding more COVID testing.

VII COUNCIL CALL

Councilor Saunders stated the Census results through September 11, shows the City's response rate is down 30% from the State in general. She asked that everyone reach out to their networks and try to get responses up.

Councilor Metta gave an update on the Business Grants through MCEDD. She does not have the exact number on how much was given out in Hood River County, but it was around \$75,000. They were hoping for \$100,000. She added Business Oregon is going to use more of their funding to give out additional grants. MCEDD expects the additional money. They are asking for some of the restrictions to be lifted. They are helpful that more businesses will be able to receive help.

Councilor Metta stated after the Council meeting when the police facility was discussed, she started thinking about a few things. She thinks they need to do more work on communicating the policing model used by the City and statistics that show the HRPD is very different. They use a policing model that works with the community to build ties. She believes they need to do more work to communicate that work. She does not want to lose the opportunity to talk about this work; other communications (newsletter) would be good.

She is also thinking about how she hears support for our police by City Council and how she supports them, but how do they give them the tools they need to do their job better. She asked Council to think about a Work Plan item they can bring partners together, to evaluate the communities mental health and addiction needs, and determine how to best meet those needs. She does not see the City's roll providing mental health services, but it means they are supporting the health and safety of our community.

Councilor Coughlin noted there will be City Tree Committee meeting on October 6 at 12pm, by Zoom. He acknowledged that the smoke and fires have been difficult for all and that he empathized with everyone that having to endure the effects of the fire and pandemic.

Councilor Rivera thanked firefighters, first responders and volunteers who have put themselves at risk, to ensure everyone's safety. She also thanked all the growers and farm works that are working in these conditions. She also thanked the Mayor and firefighters of Guanajuato, Mexico (City of Ashland's Sister City), for their help fight the fires. She added the importance of wearing a mask to reduce the spread of COVID19.

Councilor Haynie gave a moment of thanks that our community is still here and safe, not like others that have been burnt to the ground by the fires. The communications from the City regarding the fires have been very good, he wanted to commend staff for their work. This information is important to those who are isolated even more now, than before. He thanked the Police and Fire Department for the work they are doing during for the safety of others.

Council Haynie stated with respect to the mental health issue, that is something he has been on his mind. He supports looking for a way to provide additional resources. He sits on the Hood River Providence Foundation Board and this is something that is on their radar. There might be some resources to collaborate. There are others in the community who have a heart for this issue, that would be a good resource.

VIII ADJOURN – Adjourned by unanimous consent at 8:37 p.m.

Kate McBride, Mayor

Jennifer Gray, City Recorder

Approved by City Council on _____

CITY COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: September 28, 2020

To: Honorable Mayor and City Council

From: Rachael Fuller, City Manager

Subject: Collective Bargaining Agreement – IAFF Local 3256

Background: The purpose of this item is review and approve a collective bargaining agreement between the City of Hood River and IAFF Local 3256, representing employees in Hood River Fire/EMS.

The agreement updates numerous policies and practices to ensure compliance with the Federal Labor Standards Act (FLSA) and other federal and state laws. These changes include a reset of wages to an hourly rate, a reset of the method for FLSA calculations, a reset of the standard workweek in compliance with the FLSA exemption for firefighters and new language consistent with federal and state family medical leave laws and union activity, among others.

The agreement includes a 3% retroactive payment for wages earned during contract negotiations, a 3% wage increase for FY 2021 and wage increases for FY 2022 and FY 2023 in a range of 2-4% to be based on the consumer price index. The agreement expires June 30, 2023.

The Public Employee Collective Bargaining Act (PECBA) became effective in Oregon in 1973 and governs the process and laws for negotiations and dispute resolution between employers and bargaining units. Public employers and the employees' labor organizations are required to meet and bargain directly with each other regarding conditions of employment. Items typically memorialized in a collective bargaining agreement include wages and benefits, vacation time, grievance procedures, health and safety, length of contract, and other conditions of employment.

Staff Recommendation: Staff recommends that Council approve the collective bargaining agreement.

Suggested Motion: I move to approve the collective bargaining agreement between the City of Hood River and IAFF Local 3256 and authorize the City Manager to sign and implement the agreement.

Alternatives: If the City Council chooses not to approve the agreement, the parties would return to the bargaining table or seek other means of resolution.

Fiscal Impact: This agreement is anticipated in the FY 2021 Budget. The retroactive pay attributable to FY2020 is estimated at \$55,000 and will be addressed in the Q1 Supplemental Budget with carryforward from FY2020.

Environmental Impact: N/A

Attachments: Legislative draft of the Collective Bargaining Agreement

**COLLECTIVE BARGAINING
AGREEMENT**

between

THE CITY OF HOOD RIVER

and

**HOOD RIVER FIRE FIGHTERS
ASSOCIATION IAFF LOCAL 3256**

Draft Legislative CBA
Based on Tentative Agreements to Date

Upon execution to June 30, 2023

~~July 1, 2016 through June 30, 2019~~

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Article 1: Preamble

- 1.1 This agreement is entered into by and between the City of Hood River, hereinafter referred to as the "**CITY**", and the Hood River Fire Fighters Association, Local 3256, IAFF, hereinafter referred to as the "**UNION**".
- 1.2 It is the purpose of this agreement to achieve and maintain harmonious relations between the **CITY** and the **UNION**, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, working conditions and other conditions of employment.
- 1.3 The **CITY** and the **UNION** agree to cooperate to promote the productive use of personnel manpower and equipment to best secure for the citizens of the City of Hood River the maximum productivity, efficiency, and safety for their tax dollar.

Article 2: Recognition

- 2.1 The **CITY** recognizes the **UNION** as the sole and exclusive bargaining agent for all employees of the City of Hood River Fire Department except the Fire Chief and Fire Marshall.
- 2.2 Should new classifications be established by the **CITY** and added to this unit and/or should the Employment Relations Board order that new classifications should be added to the unit, then the parties will meet and negotiate employment conditions for those newly added classifications.
- 2.3 A Part-time employee shall be defined as any employee who regularly works less than twenty (20) hours per week.
- 2.4 A Seasonal employee shall be defined as an employee hired to work for less than six (6) months in any twelve (12) month period.
- 2.5 Part-time and Seasonal employees shall not acquire any seniority rights. The Union Security provisions of this agreement shall apply to Part-time employees but shall not apply to Seasonal employees.
- 2.6 Part-time and Seasonal employees may only be employed to cover bargaining unit members voluntary leave, unusual workloads, or when necessary for seasonal factors, and if no full-time bargaining unit member is available to perform such work on a non-overtime status.

Article 3: Union Security

~~3.1 The CITY and the UNION agree that a "Fair Share" agreement exists for all members of the Bargaining Unit and includes all new employees following thirty (30) calendar days of employment.~~

~~3.2 The Parties agree that the provisions of ORS 243.666 regarding "Fair Share" shall be applied to all employees in the Bargaining Unit who decline membership in the UNION and the UNION shall inform those employees of their obligation to pay UNION membership dues or "Fair Share" contributions.~~

3.1 The CITY agrees to deduct dues and assessments in an amount certified by the Secretary-Treasurer of the Local UNION from the pay of those employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted monthly by the CITY to the Secretary-Treasurer of the Local UNION. Authorizations for deductions shall remain in effect unless written revocation of such authorizations is submitted to the Union and Human Resources. In the event written revocation is submitted, the revocation will become effective the first of the month following submission.

The City will provide to the Union a monthly statement of dues deductions, and if possible, an explanation why a change in deductions for any particular person occurs. The Union will provide the City with an annual list of employees authorizing deductions and will notify the City when there is a change in the employees authorizing dues deductions, fees and assessments.

~~3.4 Any individual employee objection based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will require such employee to inform the CITY and the UNION of the objection. The employee will meet with representatives of the UNION and establish a mutually satisfactory arrangement for distribution of a monetary contribution equivalent to UNION membership dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the CITY and the UNION that this has been done.~~

3.52 The UNION shall indemnify, defend, and hold the CITY harmless against all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken ~~or not taken~~ by the CITY in fulfilling the obligations imposed on the CITY under this article inclusive of the provisions of ORS 243.806(8)(b) and (10)(a)(b). HB 2016 (2019); Section 6(8)(b) and (10)(a) (b)., including, but not limited to, the CITY's "out of pocket" expenses and/or attorney's fees.

3.63 Membership or non-membership in the Association shall be the individual choice of the employees covered by this agreement.

3.4 The parties acknowledge other lawful requirements of ORS 243.796-243.806 if not addressed in this collective bargaining agreement.

Article 4: Union Activity and Business

- 4.1 There shall be no discrimination, interference, restraint, or coercion by the CITY or the UNION against any employee for the employee's activity on behalf of, or membership in, the UNION.
- 4.2 One UNION representative and the grieving party shall be granted time off without loss of pay to administer the grievance procedure.
- 4.3 UNION representatives, up to three (3), may utilize accrued vacation time, comp time, or holiday time for attendance at regular and special meetings, conventions, seminars, and conferences, subject to the articles or sections of this Agreement.
- 4.4 Three members of the UNION negotiating team shall be allowed time off without loss of pay for all negotiation meetings, which will be mutually set by the CITY and the UNION.
- 4.5 Union designated representatives, up to three (3), may use reasonable time on duty to engage in the following activities:
- (a) Investigate and process grievances and other workplace-related complaints on behalf of the exclusive representative;
 - (b) Attend investigatory meetings and due process hearings involving represented employees;
 - (c) Participate in or prepare for proceedings under 243.650 to 243.806, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
 - (d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
 - (d) Attend labor-management meetings held by a committee composed of employers, employees and representatives of the labor organization to discuss employment relations matters;
 - (f) Within 30 days of hire for a new employee, to provide information regarding a collective bargaining agreement to newly hired employees at an individual or group employee orientation meeting, for up to 30 minutes of the newly hired employees' compensable time, or at any other meetings that may be arranged for new employees.

(g) To testify in a legal proceeding in which the public employee has been subpoenaed as a witness, as provided by ORS 243.798

4.6 The CITY agrees to maintain a suitable bulletin board in a convenient place to be used by the UNION. The UNION shall limit its posting of notices and bulletins to such bulletin board.

Article 5: General Provisions

5.1 ~~This Agreement, and any future Agreements and any amendments to this Agreement, shall be printed and supplied to each employee by the CITY shall be available to all employees, including new hires, electronically within thirty (30) calendar days from date of execution of this Agreement, or the effective date of any amendments, future Agreements, or the date of hire of any new employee, at no cost to the employee.~~

5.2 Employees required to use their private vehicles for department business shall be compensated at the current rate per mile established by the Internal Revenue Service.

5.3 The CITY shall show good faith in attempting to provide adequate parking spaces adjacent to all department facilities, fire stations, and work sites for employees on duty without cost to employees.

5.4 Employees shall be required by the CITY to contribute financially to congregate meals in the Fire Station at a charge equal to the value of the meals, regardless of whether the employee chooses to eat the meals.

5.5 All appendices and amendments to this Agreement shall be numbered (or lettered), dated, and signed by the responsible parties and shall be ~~subject to all articles and sections of this Agreement~~ incorporated into the next Agreement, as appropriate.

5.6 The CITY shall provide the UNION a copy of the complete CITY budget at reasonable cost.

5.7 It shall be understood by all members of the bargaining unit that their position with the CITY serves as their primary employment. Outside employment shall not conflict with their position as a CITY employee.

Article 6: Definitions

~~6.1 Basic rate of pay shall be defined as annual salary divided by two thousand and eighty (2080) hours.~~

~~6.2 Regular rate of pay shall be defined as monthly salary divided by two hundred and twelve~~

~~(212) hours.~~

- ~~6.3 Whenever a male gender is used in this agreement, it shall be construed to include male and female employees unless biologically infeasible.~~
- 6.4 Emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state which calls for immediate action.

Article 7: Rules and Regulations

- 7.1 It is agreed by the parties that the City of Hood River Personnel Policy, as amended from time to time, shall apply to Bargaining Unit employees, provided, however, that no section of the personnel policy shall apply if the subject matter is directly addressed by specific provisions of this Agreement.

Article 8: Mandatory Existing Conditions

- 8.1 Except as otherwise provided herein, any ~~loss of~~ change in direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other mandatorily bargainable conditions of employment enjoyed by members of the Bargaining Unit prior to ratification of this Agreement, which are not included in this Agreement, ~~may be subject to the grievance procedure.~~ is subject to bargaining in accordance with ORS 243.698 before any change becomes effective.

Article 9: Probation

- 9.1 New employees shall be on probation without seniority for a period of one (1) year from date of hire. The CITY, in its sole discretion, may discipline, discharge or lay-off an employee during the probationary period without recourse by anyone to the grievance procedure.
- 9.2 Probationary employees may utilize the grievance procedure for recourse of grievances related to non-disciplinary subjects. There shall be no seniority afforded to probationary employees in case of lay-off, bumping and recall, provided that each employee shall accrue seniority in his/her individual classification retroactive to the last date of hire as a regular full-time employee upon successfully completing the probationary period. Upon completion of the probationary period, each new employee shall acquire rights as of his/her date of hire.
- 9.3 The CITY, in its sole discretion, may extend the probationary period for any employee for an additional period not to exceed ninety (90) calendar days if the CITY determines that such extension is appropriate to determine whether the employee is qualified to do the work. In such event, the CITY shall meet and confer with the employee and UNION representative prior to any such extension and shall document such extension in writing.

Article 10: Seniority

- 10.1 Seniority shall be determined by continuous service in the ~~City of Hood River Fire Department~~ bargaining unit calculated from date of hire. Seniority (continuous service) shall only be interrupted by:
- (1) Resignation, termination, or retirement, or promotion pursuant to Article 10.3.
 - (2) Absence due to lay-off for a period of six (6) months or until the beginning of the next fiscal year, whichever is greater; and
 - (3) Any period of approved voluntary unpaid leave of absence greater than six (6) months, unless prohibited by law.
- 10.2 Promotions within Represented Classifications: An employee who is/was promoted, shall serve a probationary period of one (1) year. If, during that period, the employee fails to perform the duties of the new position satisfactorily, or the employee chooses, the employee will be permitted to return to the employee's ~~original~~ former position without loss of seniority. The employee's return to their previous position shall not be counted as any form of progressive discipline.
- 10.3 Promotions to a Non-Represented Classifications: An employee who is promoted to a non-bargaining unit position within the Fire Department may return, including at the employee's election, to the employee's former position within twelve (12) months of promotion without loss of seniority. An employee who serves for longer than twelve (12) months in a non-represented position will lose their seniority within the bargaining unit and shall not be permitted to return to their former position unless through following the process for a posted position. This section does not apply to disciplinary termination while in the promoted position, and this section does not impose any other additional rights to the non-represented employee. ~~/was promoted and serves for longer than a twelve (12) month period in a a management (nonunion) position shall lose their seniority list position within the UNION~~
- 10.4 When two (2) or more employees have the same date of hire, seniority shall be based upon:
- (a) The length of previous experience as a volunteer with the Hood River Fire Department; and if no employee shall have any previous Hood River Fire Department volunteer experience, then
 - (b) Drawing of lots from a closed container with a representative of the UNION and the CITY supervising and participating in the draw.
- 10.5 The CITY shall maintain and post annually, on January 15th of each year, a current seniority list. This list shall be used whenever called for by specific articles or sections of

this Agreement and in such other cases as may be agreed upon by the CITY and the UNION.

Article 11: Personnel Reduction

- 11.1 In the case of personnel reduction, the employee with the least amount of seniority within the City of Hood River Fire Department shall be laid off first. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid-off employees have been notified, (in writing via certified letter with return receipt), of the opportunity to return to work and fail to do so within fifteen (15) calendar days after mailing to the employee's last known address.

Article 12: Assignment During Disability - Light Duty

- 12.1 Any employee who, due to health or disability, ~~other than Workman's Compensation,~~ is ~~required~~ assigned to work in a light duty assignment, shall continue to receive all compensation and fringe benefits as detailed in specific articles or sections of this Agreement, including accumulation of seniority, attached to the employee's normally assigned position for the period of the light duty assignment.

Article 13: Discipline and Discharge

- 13.1 Forms of discipline shall include oral and written reprimands, suspension, demotion, and termination. Regular employees shall be disciplined only for just cause. Probationary employees may be terminated "at will." All disciplinary actions against regular employees, except oral reprimands, may be protested as a grievance through the grievance procedure.

~~In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force, providing that the consultation does not unduly delay the giving of an oral or written statement.~~

Article 14: Grievance Procedure

- 14.1 A grievance is defined as a dispute which may arise between the parties over the application or interpretation of this Agreement. Should such dispute arise, the following steps shall be used:

Step One. The employee or employees, or the representatives of the UNION, shall present a grievance in writing to the Fire Chief or designee within fifteen (15) days from the date on which the employee knew or should have known of the grievance. The written grievance shall include a statement of all relevant facts known to the

employee, the provision(s) of the agreement ~~which is~~ alleged to be violated, and the remedy sought. The Fire Chief shall deliver a written response within fifteen (15) days of receipt of the grievance.

Step Two. If the grievance remains unadjusted, the employee or the **UNION** shall present the grievance in person, in writing, or by Certified Mail to the City Manager or designee within fifteen (15) days of the date the employee or the **UNION** receives the response of the Fire Chief. The City Manager shall meet with the aggrieved employee and the **UNION** representative within fifteen (15) days of the date on which the employee's appeal is received. Within fifteen (15) days of the date that the City Manager meets with the employee, the City Manager shall provide a written decision to the employee.

Step Three. If the decision of the City Manager is unacceptable to the **UNION**, the **UNION** may within fifteen (15) days of the date of receipt of the written decision notify the City Manager in writing that the **UNION** intends to submit the matter to arbitration. The **UNION** shall contact the Oregon State Conciliation Service and request a list of seven (7) arbitrators. Both the **CITY** and the **UNION** shall have the right to strike three (3) names from the list. The order of striking shall be determined by lot. The process shall continue until only one (1) named arbitrator remains and that person shall serve as arbitrator and shall set a time and place for hearing which is agreeable to both parties. The losing party shall be responsible for the expenses and fees of the arbitrator. Each party shall be responsible for compensating its own representatives and witnesses.

- 14.2 All references to “days” in this Article shall mean calendar days, excluding recognized holidays. Time limits referred to in Section 14.1, above may be waived upon mutual written consent.
- 14.3 Employees and employee representatives shall not suffer any loss of compensation as a result of time spent in submitting and/or presenting grievances in oral or written form as required by the grievance procedure.
- 14.4 If the grievant or the **UNION** fails to advance the grievance within the time limits provided in this agreement, the grievance shall be deemed resolved and the grievant and UNION’s right to advance the grievance through subsequent steps of the grievance arbitration procedure will be waived. The grievant and/or the **UNION** shall have no right to proceed further through the grievance procedure. If the **CITY** fails to respond to the grievance within the time limits set forth herein for response, the grievance shall be deemed granted and the remedy requested shall be implemented. It is the intent of the parties that the time limits provided in the grievance procedure are absolute, and failure of one party to process in accordance with those time limits shall constitute a waiver of its right to proceed further through the grievance procedure.

- 14.5 The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's Decision and Award shall be based on his/her interpretation of the meaning or application of the terms of the Agreement to the facts of the grievance presented. The Award of the Arbitrator shall be final and binding on the **CITY**, the **UNION** and all employees involved.
- 14.6 ~~The UNION'S election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this article shall relieve the CITY of any obligation to arbitrate such grievance. In such event, for the purpose of the grievance procedure, the CITY's last response at Step Two shall be final and binding on the UNION.~~

Article 15: Personnel File

- 15.1 No material in any form which can be construed to be derogatory shall be placed in the employee's personnel file unless he/she has been allowed to read such material, to sign such material indicating receipt only, and unless he/she is given an opportunity to respond in writing to this derogatory material which shall be retained in the employee's personnel file as long as the derogatory material is contained therein.
- 15.2 If the employee refuses to sign any document, the employee's supervisor shall sign the document stating the date on which the employee was provided a copy of the document. The employee's supervisor shall sign the document in the presence of a **UNION** representative.
- (a) No portion of an employee's personnel file shall be made available to the public for examination except as provided in the Oregon public records law, ORS Chapter 192 or as otherwise required by law. Nothing in this article shall prevent the **CITY** from utilizing the contents of an employee's personnel file for advancement or discipline, provided the personnel file documents are dated less than three years from the date of incident, with the exception of harassment or drug and alcohol incidents. In the event the employee is disciplined for the same or similar conduct during this period, the three years shall be measured from the most recent incident. Personnel file materials may be used by the City for the purpose of establishing an employee's knowledge of a rule, policy or practice. They may also be used to establish consistency, lack of discrimination or compliance with legal obligations.
- 15.3 Any employee, upon request, shall have access to his personnel file and shall have the right of reproduction of his personnel file in full or in part.
- 15.4 Only employee files kept by the **CITY** shall constitute an employee's official personnel file.
- 15.5 At any time, an employee may submit a written explanation to any derogatory information in an employee's personnel file, as long as the explanation is signed and

dated.

Article 16: Salaries

16.1 Wages:

Effective upon the first month following execution of this agreement, the base hourly wage for each classification and step is as follows:

Base Hourly Wage:

<u>Classification:</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Engineer</u>	<u>24.57</u>	<u>25.31</u>	<u>26.07</u>	<u>26.85*</u>
<u>Lieutenant</u>	<u>28.69</u>	<u>29.55*</u>		
<u>Captain</u>	<u>31.62</u>	<u>32.56*</u>		

(Editing note not for final CBA: wage scale above reflects 3% settlement)

Steps for each classification are 3% apart.

* For 2020, these are new steps. Employees will be moved to this step so long as the employee has been their previous step for at least the past 12 months.

Retroactive payment: Effective and retroactive to July 1, 2019, each bargaining unit member currently employed in the Department will receive a one-time lump sum payment equivalent to 3.0% of all wages earned from July 1, 2019 to the implementation date of the new wage scale for this agreement. Payment will be made in the next pay period following execution.

Effective July 1, 2021, Step 1 for each classification of the wage scale will be increased by CPI-U West Region as reported for December 2020 (12-month change) with a minimum of 2% and maximum of 4%. Steps for each classification are 3% apart.

Effective July 1, 2022, Step 1 for each classification of the wage scale will be increased by CPI-U West Region as reported for December 2021 (12-month change) with a minimum of 2% and maximum of 4%. Steps for each classification are 3% apart.

Fire Pay Schedule for July 2016-January 2019:

	2% July 2016	2% January 2017	2% July 2017
<u>Firefighter Step 1</u>	<u>4556.96</u>	<u>4648.10</u>	<u>4741.06</u>
<u>Engineer Step 2</u>	<u>4815.87</u>	<u>4912.19</u>	<u>5010.43</u>

Engineer Step 3	5178.36	5281.92	5387.56
Lieutenant	5709.39	5823.58	5940.05
Captain	6299.31	6425.29	6553.80

	2%	2%	2%
	January 2018	July 2018	January 2019
Firefighter Step 1	4835.88	4932.60	5031.25
Engineer Step 2	5110.64	5212.85	5317.11
Engineer Step 3	5495.31	5605.22	5717.32
Lieutenant	6058.85	6180.03	6303.63
Captain	6684.87	6818.57	6954.94

16.x: Pay days: Employees are paid semi-monthly, generally on the 5th and 20th.

16.2 EMT CERTIFICATION PAY:

Employees who maintain a current certification of Oregon EMT-Intermediate will receive premium pay equal to 4.5% of the employee's base hourly rate.

Employees who maintain a current certification of Oregon Paramedic will receive premium pay equal to 9% of the employee's base hourly rate.

Certification pay is not cumulative and only paid for one or the other certification.

~~Paramedic certification pay will be nine (9%) of base salary and Intermediate certification pay will be four and one-half percent (4.5%) of base salary.~~

16.3 Longevity: Effective July 1, 2021:

Employees with continuous service within the City Fire Department are eligible for an additional incentive premium of base hourly wage as follows:

<u>Months of Continuous Service:</u>	<u>% of base hourly wage</u>
<u>Upon completion of 180 months:</u>	<u>1.0%</u>
<u>Upon completion of 240 months:</u>	<u>1.5%</u>

These values are not cumulative

Article 17: Hours of Work

- 17.1 The work period for the City of Hood River Fire Department shall be twenty-eight (28) calendar days as applicable under FLSA (7)k. Effective October 19, 2020, the work period will change to a twenty-four (24) calendar day period as applicable under FLSA (7)k. The tour of duty shall be forty-eight (48) hours in length, beginning at 7:30 A.M. and ending at 7:30 A.M. the second day following. This tour of duty shall be followed by ninety-six (96) hours off, subject to other specific articles or sections of this Agreement.
- 17.2 Shift Trades: Employees shall have the right to exchange work shifts, with prior management approval, when the exchange does not interfere with the operation of the department. The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within the calendar year. For purposes of computing overtime, to be paid in accordance with this Article, the effects of the effects of shift trading will not be included.
- 17.3 The CITY shall set up a master schedule for a two (2) month period in advance which incorporates the 28-day cycle or 24-day cycle. This master schedule shall be posted electronically on the Fire Department bulletin board and shall show shift, workday and hours assigned.

17.x Shift Vacancies, Adjustments and Other Hours Outside of Regularly Scheduled Shift.

Slides are defined as adjustments of shifts, in reverse seniority order, for appropriate coverage that do not alone/independently cause overtime.

Employees providing sixty (60) days or more notice for time off will be granted time off when coverage can be provided through a slide. However, slides will not be utilized for vacation, holiday, or compensatory time if the slide would cause the slid employee to move onto one of the following holidays:

- Fourth of July
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

Shift adjustments with less than sixty (60) days' notice: employees may be slid by mutual agreement between employees.

Vacant Shifts and Other Hours: Vacant available shifts and work hours known in advance will be filled using first volunteers by classification in the order provided in section 1 (one) of the order back policy. In the event no volunteers apply, the vacant shift will be filled consistent

with the order back policy and such assignment will be paid as overtime.

Unscheduled work hours as a result of emergency or unforeseen circumstances requiring prompt assignment and coverage for operational need will be assigned by the Chief or designee using the “order-back” procedures as contained in policy. Such assignment will be paid as overtime. Emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state which calls for immediate action. Assignment of work may be subject to using computer software programs to record the assignment process.

- 17.4 Employees may be assigned to a relief shift as scheduled by the Fire Chief or designee. Employees shall be assigned to one of the preceding work schedules by the Fire Chief or designee and may be reassigned consistent with operational requirements. ~~Employees assigned to work 48-96 shifts shall be compensated at time and one-half the basic rate of pay for hours worked in excess of 212 hours in a 28-day cycle. (moved to Art 19: Overtime). For purposes of computing overtime to be paid in accordance with this Article, the effects of shift trading will not be included. (This sentence moved to 17.2)~~
- 17.5 The CITY may schedule the Fire Chief as the CITY determines to be appropriate, provided that, the CITY may not schedule the Fire Chief to work a regular schedule in place of a full-time staff member.
- 17.6 An employee shall not work more than seventy-two (72) consecutive hours without at least twelve (12) hours off-duty unless by mutual agreement between the employee and the Fire Chief based on the circumstances. Employees who are deployed on a state conflagration shall be exempt from the maximum hours worked requirement. If upon return from conflagration an employee has been deployed for 72 consecutive hours or more, the employee will be provided at least 12 hours off duty before required to return to work.

Article 18: Reserved Blank ~~7K~~ Exemption

- ~~18.1 The intent of this Article is to avoid record keeping requirements for the CITY and the UNION relating to the 7K exemption, reduce the financial burden on the CITY, and provide employees of the UNION additional time off to schedule, plus a fixed cash benefit.~~
- ~~18.2 In lieu of the provisions of Articles 16 (Salaries) and 7 (Hours of Work), and in exchange for the potential hours of overtime due to the 7K exemption, each bargaining unit member shall be credited 120 hours per year time off with pay (herein defined as scheduled time off not affecting regular rate of pay) for the duration of this Agreement. Each bargaining unit member agrees to utilize the hours so credited for time off only and understands that these hours so credited may be carried from year to year if not utilized as time off. Each bargaining unit member understands that they are not entitled to payment for these hours at their regular rate of pay, except as provided in Article 23. Each bargaining unit member agrees to accept the time off plus \$150.00 per month as special compensation in lieu of the provisions of Articles 16 and 17, which will be paid in addition to each bargaining unit member's regular monthly salary.~~

Article 19: Overtime and Call-back Pay

- 19.1 Overtime: Overtime will be paid at the equivalent of time and one-half the employee's regular hourly rate consistent with applicable law. For the purposes of calculating overtime, an employee's regular rate of pay shall include base hourly wage rate, plus all applicable incentives as required by FLSA and applicable law. Consistent with the FLSA (7)k 24-day cycle, employees will be paid overtime for all hours worked in excess of 182 hours in a 24-day cycle. For the purposes of calculating overtime, use of approved accrued leaves for sick, vacation, holiday and compensatory time will be counted as hours worked. Employees shall be compensated at least one (1) hour for each occurrence. After the first hour, the remaining hours worked and use of accrued leaves will be to the nearest 1/2 hour. In the event that a need for shift overtime (an employee is asked to work beyond the employee's regularly scheduled work hours) or call-back overtime (an employee is called-back to work between the employee's regularly scheduled work hours) occurs in the department, overtime shall be voluntary and distributed on a rotating basis except in cases of emergency. The employees shall be compensated at time and one half the basic rate of pay at least one (1) hour for each occurrence for all time worked in excess of the employee's regularly scheduled work hours. After the first hour, the remaining time will be compensated to the next half (1/2) hour at time and one half the basic rate of pay for all hours worked in excess of the employee's regularly scheduled work hours.
- 19.2 ~~Any CITY requested or authorized drills and meetings attended by off duty employees will be compensated at time and one half the basic rate of pay for a minimum of two (2) hours for time attended~~
- 19.3 Court Appearances: Off duty employees required to report to court in connection with their official duties, as an employee of the CITY, shall receive a minimum of two (2) hours overtime. of compensation at time and one half the basic rate of pay. In order to be eligible for this compensation, employees will be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.
- 19.4 Compensatory Time:
- At the election of the employee upon submission of time records, overtime hours worked may be accrued as compensatory time subject to cap limitations. all compensation shall be paid in compensatory time off or pay as designated by the employee at the time of accumulation.
- 19.5 An employee may accrue a maximum of 96 hours ~~seventy-two (72) hours~~ of compensatory time without payment by the CITY. Overtime worked in excess of 96 hours ~~seventy-two (72) hours~~ of accrual shall be compensated as overtime. in pay by the CITY at time and one half the basic rate of pay. All compensatory time banks will be paid out by the City in the last pay period in June. Compensatory time is scheduled consistent with Article 24.

19.x Transfer On-call Pay:

Employees who are participating in Transfer “On-Call” are eligible for an additional premium based on the number of hours on-call. Employees on-call are not considered to be on-duty; however, employees are expected to be readily available to respond to calls in a timely manner in accordance with current practice. If an employee responds to a call for service, the employee will be paid overtime for all hours worked.

Premium Incentive for On-Call Period:

24 hour On-Call = compensation equivalent to 6 hours overtime

12 hour On-Call = compensation equivalent to 3 hours overtime

6 hours On-Call = compensation equivalent to 1.5 hours overtime

Article 20: Working Out of Classification

- 20.1 An employee who is requested to accept responsibilities and carry out duties of a position of rank above that which the employee normally holds shall be paid at the rate for that assumed position or rank while so acting.

Article 21: Uniforms and Protective Clothing

- 21.1 All uniforms required of employees in the performance of their duties shall be furnished by the **CITY** without cost to the employees.
- 21.2 The **CITY** agrees to furnish all protective clothing required by NIOSH and OSHA, and any other special gear or device the Fire Chief feels necessary for the health and welfare of the employees without cost to the employees. Ownership of such items remains with the **CITY**.

Article 22: Tuition Reimbursement

- 22.1 The **CITY** shall reimburse all employees for any costs incurred for books, fees, tuition, room and board, and travel expenses upon successful completion of courses related to the Fire or Ambulance service areas and for all courses completed necessary to complete degrees in Fire or Ambulance service areas, provided that said courses were undertaken with prior **CITY** approval.
- 22.2 All courses and costs deemed necessary or requested by the **CITY** for continued employment or career advancement shall be paid by the **CITY**.

Article 23: Compensation at Time of Termination

- 23.1 Any employee, or the employee's beneficiary, who resigns, retires, is dismissed, laid off, or otherwise separated from service ~~by death~~, shall be compensated ~~in pay~~ for all wages earned upon separation, including payment for accumulated compensatory time, vacation, at the basic rate of pay, vacation time at the regular rate of pay, Fair Labor Standards Act (FLSA) accrued time at the basic rate of pay, and holiday time at the regular rate of pay.

Article 24: Vacation

- 24.1 Each non-probationary employee shall be eligible for vacation leave with pay (~~herein defined as scheduled time off charged against vacation leave accruals not affecting regular rate of pay~~) after one (1) year of continuous service with the CITY from date of hire. For the purposes of calculating overtime, use of approved accrued vacation leave will be counted as hours worked.
- 24.2 Vacation accruals shall be earned annually and posted at anniversary of date of hire based on the following schedule:

Effective until superseded in the next accrual table:

After one (1) year through five (5) years	104 hours
Beginning sixth (6) through ten (10) years	130 hours
Beginning eleventh (11) through fifteen (15) years	156 hours
Beginning sixteenth (16) year and thereafter	208 hours

Upon execution of this Agreement and after an employee's next anniversary date of hire, vacation accruals will be earned monthly based on the following schedule:

<u>From successful completion of probation through 60 months</u>	<u>8.67 hours/mo*</u>
<u>Beginning with 61 months through 120 months</u>	<u>10.84 hours/mo</u>
<u>Beginning with 121 months through 180 months</u>	<u>13.00 hours/mo</u>
<u>Beginning with 181 months and thereafter</u>	<u>17.34 hours/mo</u>

Upon successful completion of probation, an employee will be credited 104 hours of vacation leave and will begin accruing vacation leave on a monthly basis.

- 24.3 Vacation Scheduling: Preference in vacation scheduling will be by seniority, subject to Fire Chief approval. Annual vacation bidding will be in October of each year for the following calendar year and will include two rounds of bidding for each member based on seniority. All vacation requests must be made no later than thirty (30) calendar days prior to the start

~~of the requested vacation.~~ After an employee's bid vacation schedule has been approved, it can only be changed by mutual consent except under emergency circumstances. The City will make best efforts to call in employees on vacation as a last resort. ~~except when management can show just cause.~~ Vacations shall only be denied if such requested vacation time interferes with normal department staffing ~~manning~~ requirements or operations.

Employees will continue to use old vacation accrual rate as a guide for annual vacation picks. This is for selecting vacation days only by seniority.

<u>After one (1) year through five (5) years</u>	<u>120 hours</u>
<u>Beginning sixth (6) through ten (10) years</u>	<u>168 hours</u>
<u>Beginning eleventh (11) through fifteen (15) years</u>	<u>204 hours</u>
<u>Beginning sixteenth (16) year and thereafter</u>	<u>240 hours</u>

Additional vacation and holiday scheduling provisions outside of initial two rounds of bidding are provided by policy.

24.4 It is agreed that an employee can carry forward to the next fiscal year a maximum total of three hundred sixty (360) vacation hours. Any vacation hours in excess of three hundred sixty (360) hours on July 1 of each year shall be forfeited.

Article 25: Sick Leave

25.1 Each employee shall accrue ~~eighteen (18) hours (effective July 1, 2008 shall accrue~~ twenty-four (24) hours) of sick leave for each month of service from date of hire and be eligible ~~for to utilize~~ sick leave with pay as set forth in this Article. ~~(herein defined as time off charged against sick leave accruals not affecting regular rate of pay).~~ For the purposes of calculating overtime, use of ~~approved~~ accrued sick leave shall be counted as hours worked.

25.2 Sick leave ~~with pay is intended to be~~ may be utilized or any of the following reasons:

(a) An employee's own disability, mental or physical illness, injury, health condition need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition including dental or need for preventative medical or dental care; when an employee is unable to perform duties because of disability or illness, or for scheduled medical or dental care.

(b) To care for a family member for any reasons described in (1), above, or to care for a family member with a serious health condition as defined in applicable law including OAR 839-009-0219(20)

(c) For the birth, adoption or foster care placement of a child;

(d) For any other purpose provided for in this Agreement, ORS Chapter 659A, ORS

Chapter 653, OAR 839-007-0020, and the Family Medical Leave Act (FMLA).

For the purpose of this Article and consistent with applicable law, “family member” includes: an employee’s spouse, Oregon-registered same-gender domestic partner, custodial, non-custodial, adoptive, foster, and biological parent, step parent, parent-in-law, parent of Oregon-registered same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. Family member also includes the biological, adopted, foster or stepchild of an employee or the child of an employee’s Oregon-registered same-gender domestic partner. (See OAR 839-009-0210(7) and OAR 839-007-0000(2)).

- 25.3 The employee shall notify the employee's supervisor of the employee's absence and the expected length of that absence prior to the time the employee would otherwise have reported to work, or as soon thereafter as possible. ~~The employee's supervisor~~ City may require proof of the reason for the absence and may require a health care provider's physician's statement or certification of an employee's need to use accrued sick leave for an absence exceeding three consecutive days an employee is scheduled to work or in accordance with applicable law. The CITY shall pay the costs incurred in obtaining this statement or certification. ~~Sick leave with pay may also be utilized by the employee for illness or disability of a member of the employee's immediate family.~~ Any reasonable request shall be given full consideration by the Fire Chief and the CITY.
- 25.4 An employee shall not work for other than the CITY while on sick leave with pay until such time as the employee has requested and received written permission from the CITY.

Article 26: Holidays

- 26.1 The City distinguishes the following holidays and personal day: ~~are those which shall be recognized and observed:~~

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
~~Columbus Day~~ Indigenous People's Day
Veteran's Day
Thanksgiving Day
Christmas Day
Personal Holiday

26.2 On January 1 of each year, in lieu of observing the holidays listed above, each employee will receive 264 hours into a holiday leave bank. of holiday time per calendar year. Employees may request to take time off using holiday leave bank accruals subject to Chief approval consistent with vacation approval in Article 24.3. Each employee may, at their option, take these hours shifts off with pay during each calendar year subject to Fire Chief approval or receive additional pay equivalent to 264 168 hours per year, paid through regular payroll payments, at the regular rate of pay. The remaining hours may must be taken as time off with pay. Any remaining hours past December 31 of each year will be forfeited.

Article 27: Leave With Pay

27.1 ~~The CITY may grant time off with pay (herein defined as scheduled time off not affecting regular rate of pay) to an employee.~~ Employees will not suffer a loss in pay for the period of time the employee is required to appear before a court or agency for reasons arising out of CITY employment as assigned to attend or subpoenaed to appear.

27.2 ~~The CITY~~ An employee will not suffer a loss in pay if shall grant time off with pay (herein defined as scheduled time off not affecting regular rate of pay) to an employee required to attend be available for jury selection or service. Any benefit paid by the court to the employee shall be given to the CITY. Employees who are fully released from jury service during their regular work shift are required to promptly contact their supervisor and may be required to report to work for the remainder of their shift.

27.3 Bereavement Leave: An employee shall be allowed to utilize accrued leave with pay (in the order of sick, vacation, compensatory time, holiday bank time) sick leave with pay (herein defined as scheduled time off charged against sick leave accruals not affecting regular rate of pay) for absences from work due to a death in the employee's immediate family in accordance with OFLA.

27.4 ~~Special leave with pay (herein defined as scheduled time off not affecting regular rate of pay) to a maximum of three (3) shifts shall be granted to an employee at the time of birth, foster placement or adoption of the employee's child. After the first shift, the remaining shifts may be non-consecutive based on scheduling needs, for up to one (1) year from the birth of the child, foster placement or adoption. Use of this leave is concurrent with OFLA/FMLA.~~

27.x Meetings/Drills: Any City requested or assigned authorized drills and meetings attended by off-duty employees will be compensated at overtime, for a minimum of two (2) hours for time attended.

27.5.4 Required training with advance notice: When requested by the CITY, and the CITY gives the employee sixty (60) day's three (3) months or more written notice that the CITY will require an employee, for educational purposes, to attend conferences, briefings, or other

functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills, or professional ability, the CITY may adjust an employee's schedule to avoid the payment of overtime, but only for the above-listed, required educational purposes.

~~27.65.2~~ Required Training with less than 60 day's notice: When required by the CITY, and the CITY gives the employees less than 60 days' notice ~~three months written notice~~ that the CITY will require an employee, for educational purposes, to attend conferences, briefings, or other functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills or professional ability, the CITY shall not adjust the employee's schedule and the employee shall attend the educational purpose and receive one and one-half (1 1/2) the employee's regular rate of pay for all hours outside regularly scheduled working hours, including travel time. Hours spent in such activities that occur during an employee's regularly scheduled work hours shall be paid the applicable rate.

~~27.75.3~~ Employee Requested Training: When requested by an employee, in writing, and the CITY gives written approval to an employee, for educational purposes, to attend conferences, briefings, or other functions of a similar nature that are intended to improve, maintain, or upgrade the employee's certifications, skills or professional ability, the CITY may ~~shall not~~ adjust the employee's schedule by mutual agreement between the City and the affected employee or, if approved by the City, and the employee will ~~shall~~ attend the requested training ~~educational purpose~~ and receive one and one-half (1 1/2) the employee's regular rate of pay in pay or compensatory time for all hours, excluding travel time.

~~27.85.4~~ If the educational purpose discussed in sections ~~27.5.4- 27.7.5.3~~ above occur while the employee is scheduled to be on shift, the employee shall attend in an on-shift status and return to work at the completion, unless the educational purpose is a multiple-day class or 100 or more miles from the Hood River Fire Department.

~~27.95.5~~ If the educational purpose discussed in section ~~25.5.4- 27.85.4~~ is a multiple-day class or is located 100 miles or more from the Hood River Fire Department or the employee's home, if the employee is reporting directly from home, the CITY will provide the employee lodging, ~~at the lowest possible single room rate convenient to the training.~~ Lodging must be approved by the CITY.

Article 28: Insurance

28.1 The City offers one health care plan (currently BCBS Copay Plan BNEBA) for its employees, as well as vision and dental insurances, combined called "health insurance". The CITY agrees to provide family medical-hospital coverage and pay the premium for this coverage up to the limits stated below. ~~Effective August 1, 2010, and for the term of this Agreement,~~ Such coverage shall be City County Insurance Service (CCIS) Blue Cross-Blue Shield (BCBS) Copay Plan B PPP (Copay Plan F PPP effective 1/1/2021), VSP 12/12/24 vision coverage (VSP-A effective 1/1/2021) and Delta Dental III. ~~MODA Dental~~

~~ODS Dental Plan III.~~ City will also provide the same chiropractic rider as currently provided to non-represented employees.

The CITY has adopted the HRA VEBA Medical Reimbursement Plan for Public Employees. The CITY agrees to contribute to the Plan on behalf of the Union employees defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan. The CITY and UNION agree that such eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$1,500 for employee with family medical coverage; \$1,000 for employees with dependent coverage; and \$500 for single members. VEBA payments as described above will be made to the employee's VEBA account ~~on or about August 1, 2010 and again on or about January 1, 2011. Thereafter payments will be made~~ on January 1 of successive years of the Agreement to coincide with the insurance deductible.

For coverage under the City plan, the following applies:

~~2012~~—The City agrees to pay ninety percent (90%) of the premium for employee and/or family coverage through the term of this Agreement for the health insurance plans. The employees agree to pay ten percent (10%) of the premium, to be deducted from the employees' checks through regular payroll deductions.

28.2 Should the carriers presently providing insurance coverage described above change during the term of this agreement, the CITY shall notify the UNION representative of such change. Prior to the City making any changes to the insurance coverage the CITY shall notify the UNION representative of any proposed changes and will negotiate any changes to the insurance coverage or the insurance carriers prior to the changes taking effect. The CITY shall notify the UNION representative of any changes made to the insurance coverage by the insurance carriers. The CITY and UNION agree that the parties will negotiate any changes made to the insurance coverage or the insurance carriers.

Article 29: Retirement

29.1 The CITY agrees to enroll each eligible and qualified employee in the Public Employees Retirement System (PERS) and pay the employer's contribution.

29.2 Employees are responsible to pay their contribution to the Public Employees Retirement System (PERS). The CITY shall withhold from salary the employee's ~~PERS~~ contribution, along with other required withholdings, and shall pay the amount withheld ~~for PERS~~ to PERS. ~~in lieu of payment to PERS by the employee. The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the CITY to PERS.~~ For the limited purposes of Internal Revenue Code Section 414(h) (2) and related tax statutes, the employee contribution to PERS is deemed ~~picked up by the CITY as a pre-tax contribution. as the term "picks up" is used in the Internal Revenue Code and that employee's reported salary and wages on W-2 forms for tax purposes will be reduced by~~

~~the amount of the employee's PERS contributions.~~

29.3 Payment of Sick Leave Accruals upon separation of employment.

Upon retirement or separation of employment, an employee will be paid a portion of the value of their accrued sick leave, depending on that employee's length of continuous employment, according to the following chart:

Term necessary for vesting: 5 years

<u>Term of Continuous Employment</u>	<u>Percentage</u>
<u>0 – 5 years</u>	<u>0 percent</u>
<u>5 – 10 years</u>	<u>5 percent</u>
<u>10 – 15 years</u>	<u>10 percent</u>
<u>15 – 20 years</u>	<u>20 percent</u>
<u>20 or more years</u>	<u>25 percent</u>

Article 30: Savings Clause

30.1 If any specific article or section of this agreement, or the application of such specific article or section, should be rendered or declared invalid by any court ~~action~~ or administrative agency having jurisdiction over the subject matter or by reason of any existing or subsequently enacted legislation, the remaining articles or sections of this agreement shall remain in full force and effect. Following the issuance of any such decision or enactment of any such law or administrative rule, the parties agree to negotiate substitute language in accordance with ORS 243.698.

~~If any specific article or section of this agreement, or the application of such specific article or section, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining articles or sections of this agreement shall remain in full force and effect.~~

Article 31: Policy on Alcohol and Drug Abuse

31.1 ~~Voluntary~~ Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the public, employer, the affected employee and his co-workers. The parties have a mutual interest in preventing and rehabilitating employees with substance abuse problems. Recognizing that drug abuse is an illness, it is the employer's policy to prevent and rehabilitate. ~~upon first offense rather than terminate the employment of workers who are drug abusers. No bargaining unit member shall be discharged upon first offense for drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.~~

31.2 All bargaining unit employees will be provided a copy of this article upon initial hire. ~~fully~~

~~informed of the employer's for cause drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Unit employees and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. In addition, the employer shall inform the bargaining unit employees of the causes for conducting tests, how well the tests perform, how the tests will be performed, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired bargaining unit employees will be provided with this information on their initial date of hire. No bargaining unit employee shall be tested until this information is provided to him/her.~~

31.3.1 No bargaining unit employee will be tested for drug metabolites unless there exists a reasonable suspicion that the bargaining unit employee to be tested is under the influence of drugs. The term "reasonable suspicion" shall, for the purpose of this policy and section, be defined as follows:

Aberrant or unusual on-duty behavior or an individual employee, which,

- (a) is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse impairment or intoxication (which observations shall be documented by the observers); and
- (b) is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
- (c) is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.).

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

31.3.2 Random or mass testing is prohibited. No drug testing may be conducted without the written approval of the City ~~Manager Administrator~~, Fire Chief or the City ~~Manager's Administrator's~~ designee. The City ~~Manager Administrator~~, Fire Chief or the City ~~Manager's Administrator's~~ designee must document in writing who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion leading to the test being ordered, and the names of any source(s) of all this information. One written copy of these testing factors ~~this document~~ shall be given to the bargaining unit employee before they are required to be tested, and one written copy shall be provided to the UNION immediately, if present. After being given a copy of the document, the affected bargaining unit employee shall be allowed

enough time to be able to read and contact their counsel if desired.

~~Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered, the test results shall be destroyed, and no discipline shall be levied against the bargaining unit employee~~

- 31.4.1 When a supervisor has reasonable suspicion to believe that a bargaining unit employee is using, consuming or under the influence of an alcoholic beverage, non-prescribed controlled substance (other than over-the-counter medications), and/or non-prescribed narcotic drug while on-duty, the supervisor will notify the City Manager, Fire Chief, or respective designee ~~Department head~~ for the purpose of observation and confirmation of the employee's condition. At such time, the City will make efforts to contact a Union Representative. The employee will be offered an opportunity to give an explanation of his condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication, or illness. ~~and be afforded the opportunity one time during the term of this Agreement to take sick leave at that time upon City Administrator and City Administrator's designee approval.~~ A UNION representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested. The request for presence of a Union representative may not cause an unreasonable delay in testing. =

If the supervisor ~~Department head~~, after observing the employee, also has reasonable suspicion to believe that the employee is using, consuming, and/or under the influence of an alcoholic beverage, non-prescribed controlled substance, or non-prescribed narcotic drug while on-duty, then, by a written order signed by both the employee's immediate supervisor and the City Manager, Administrator, Fire Chief or the City Manager's Administrator's ~~Administrator's~~ designee, the employee may be ordered to submit to toxicology testing designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phencyclidine in accordance with the procedure set forth below.

- 31.4.2 Refusal to submit to toxicology testing after being ordered to do so ~~and declining the option to take sick leave after the first offense~~ may result in disciplinary action.

Blood and Alcohol Test Procedures.

The following procedures shall apply to breath, blood and urine tests administered to bargaining unit employees.

- 31.5.1 The employer may request breath, blood and urine samples only. For reasonable suspicion testing for alcohol, the employee may elect a breath test or blood test. For reasonable suspicion testing for the presence of drug substances, the employee may elect a urine or blood test. If a breath or urine test is not possible, the employer may seek a blood test. The employee, at his sole option, may request a blood test in lieu of a urine test. Breath tests will be administered by a certified law enforcement officer and administered via the

Oregon State Police breath testing device. Urine and blood testing will be administered at Skyline Hospital or at Hood River Hospital or at Hood River Occupation Health. Urine and blood specimens shall be drawn or collected at the laboratory, hospital, or medical facility at which the specimen is to be tested. ~~If this is not possible, then a UNION representative shall be permitted to accompany the specimen from the site where it is collected to the laboratory where it is to be tested.~~ A UNION representative shall be allowed to accompany the employee to the test and observe the collection, bottling, and sealing of the specimen. No employee of the employer shall draw blood from a bargaining unit employee. The employee shall not be observed when the urine specimen is given unless required by the testing facility upon the second test. Employees shall choose three (3) specimen containers from a lot of at least twelve (12) identical containers. All specimen containers and vials and bags used to transport them shall be sealed with evidence tape and labeled in the presence of the person performing the test, the employee and the UNION representative.

31.5.2 The testing shall be done by a laboratory certified by the State of Oregon as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standard for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse, and Mental Health Administration of the U. S. Department of Health and Human Services, and which is chosen jointly by the UNION and the employer.

31.5.3 The following standards shall be used to determine what levels of detected substances shall be considered as positive:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml amphetamine	500 ng/ml GC-MS
Marijuana Metabolites	100 ng/ml Delete-THC	100 ng/ml GC-MS Cocaine
Cocaine Metabolites	300 ng/ml metabolite	150 ng/ml GC-MS
Opiates	300 ng/ml morphine	300 ng/ml GC-MS
PCP	25 ng/ml PCP 25	ng/ml GC-MS
Alcohol	Blood Alcohol Test	<u>.02</u> .08 Blood Alcohol

Levels which are below those set above shall be determined as negative indications. The confirmed presence of marijuana metabolites at levels greater than those listed above, regardless of state law, is considered a positive test.

31.5.4 Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

31.5.5 At the time the urine specimens or blood samples are collected, two samples shall be taken. One sample will be sent to the laboratory to be tested at the employer's expense. The second sample or specimen shall be collected in a separate container and shall be sealed in the presence of a CITY and a UNION witness with evidence tape, which tape shall be signed by both witnesses. This second sample shall be made available to the employee for testing by a laboratory selected by the UNION. The cost of testing the second sample shall be borne by the UNION or the employee.

31.5.6 If the results of the tests administered by the employer on the one sample shows that the employee, while on duty, was under the influence of or drank, smoked, ingested, inhaled, or injected alcoholic beverages, non-prescribed narcotics, marijuana, cocaine, PCP, or nonprescribed amphetamines, appropriate discipline may be imposed by the employer after the following procedure has been followed. The employee and the UNION shall be presented with a copy of the laboratory report of the specimen before any discipline is imposed.

The UNION and the employee shall have 72 hours to presented to the employer any different results from the test of the second sample conducted by a laboratory selected by the UNION; however, the failure of the UNION or employee to have the second test performed or to present the results to the employer shall not be used against the employee as a basis for discipline or in any arbitration proceeding. After considering the results of the second test performed for the UNION, if presented, the employer may discipline the employee. ~~provided that any discipline imposed for the first offense in any 24-month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the employer and the employee. Costs of the treatment program shall be covered up to the limits of the employer's group health insurance for such treatment. If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, past references for drug and alcohol abuse shall only be used for reference purposes.~~

Voluntary Notice of Treatment: Employees who seek voluntary assistance for alcohol and substance abuse, prior to any act of misconduct or violation of this policy, may not be disciplined for seeking such assistance. Requests for employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

Employees who report dependencies and seek treatment after committing a policy violation:

The City encourages employees to seek treatment for substance use matters. In a case where an employee notifies the City Manager or Fire Chief of drug or alcohol dependencies after violating

this Policy, the City will consider an employee's treatment program as possible mitigation, however employees are subject to all levels of discipline. The City retains the determination to offer an employee a last chance agreement including but not limited to further evaluation, rehabilitation, continued testing, and establishing performance expectations.

The City may however allow an employee to undergo evaluation and rehabilitation in lieu of discharge. The City will consider the following factors in exercising its discretion: the employee's length of service; the employee's work record, in particular, whether the employee has committed a previous alcohol or drug policy infraction; the nature of the conduct, the consequences of the violation; any other circumstances offered by the employee that mitigate against discharge.

It is understood and agreed that the references to rehabilitation, return to work agreements, discipline and discharge are not intended to supersede "just cause" provisions.

Results of breath, urine and blood tests performed hereunder will be considered medical records and be held confidential to the extent permitted by law. Tests shall only be performed for alcohol, chemical adulteration, marijuana metabolites, cocaine metabolites, opiates, amphetamines, and phencyclidine, and the laboratory shall report on the presence or absence of these substances.

Tests for other drugs shall not be performed, and if such tests are performed, the results of such other tests shall not be reported to the employer.

Article 32: Pledge Against Discrimination and Coercion

32.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, association, sexual orientation or political affiliation or other protected status or protected activity in accordance with applicable law. The UNION shall share with the CITY the responsibility for applying this provision of the Agreement. The CITY and the UNION agree not to interfere with the rights of employees to become or not become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the CITY or the UNION, or any CITY representative, or any UNION representative against any employee because of UNION membership, non-UNION membership, or because of any employee activity in an official capacity on behalf of the UNION, or for any other cause in accordance with PECBA.

Article 33: Productivity

33.1 The CITY and the UNION agree to cooperate to promote the productive use of personnel manpower and equipment to best secure for the citizens of the City of Hood River the maximum productivity for their tax dollar.

Article 34: Management Rights

- 34.1 The CITY retains all customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the department covered by this agreement. The rights of employees in the Bargaining Unit and the UNION are limited to those specifically set forth in this agreement and are subject to Article 8 (Mandatory Existing Conditions), and the CITY retains all prerogatives, functions, and rights not specifically limited by a specific article or section of this agreement.

Article 35: Workers Compensation

- 35.1 When an employee has suffered an on duty disability on the job injury or occupational illness for which they receive benefits under the workers compensation law, the employee shall be entitled to a leave of absence for the time the employee is medically certified as being unable to work in accordance with ORS 659A.042 and ORS 696A.046. Worker's compensation benefits paid by the carrier are paid directly to the employee, and the City does not receive or otherwise convert the workers compensation payments. During such leave of absence, the CITY shall maintain full benefits, subject to other specific articles or sections of this Agreement. The employee shall continue to accrue sick leave, vacation pay, holiday pay and receive the City's contribution to health insurance while they are receiving differential payments as described below.

For employees who are absent from work due to an on-the-job injury or occupational illness with an accepted workers compensation claim, the City will pay the difference between the employee's workers compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours for up to 90 consecutive calendar days while receiving workers compensation benefits. Thereafter, employees may elect to use their accrued sick leave to make up the differential between their workers compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours while receiving workers compensation benefits. Sick leave used to make up the differential will be deducted from the employee's sick leave accruals. In the event an employee's sick leave benefits are depleted, the employee may elect to use other accrued leaves. In the event an employee's sick leave benefits are depleted, that employee shall use available compensatory time, vacation pay and holiday pay to receive their regular gross wages. In the event an employee does not specify a preference, whether he/she prefers to utilize compensatory time or vacation pay, compensatory time will be utilized first, then followed by vacation pay and holiday pay. The employee's portion of the insurance premium will be deducted from any such payments. In the event all paid leave is depleted, the employee will be responsible for paying the employee contribution directly to the City. In the event an employee's workers compensation payments do not result in a

negative gap with net pay, an employee may use accrued vacation, holiday or compensation time to make insurance and union dues payments.

In the event that a worker's compensation claim has been closed and the employee has an accepted aggravation claim, the City will pay the difference between the employee's workers compensation time loss benefits and their regular net straight-time pay for regularly scheduled hours for up to 30 consecutive calendar days while receiving workers compensation benefits.

- 35.2 ~~An on-duty disability~~ on-the-job injury or occupational illness which entitles an employee to a leave of absence shall be defined ~~herein~~ as a workers' compensation claim that has been accepted and approved for payment. Employees will also be entitled to leaves of absence during the period that the City's workers compensation insurance carrier is determining whether to accept a claim and as otherwise required in accordance with OFLA, FMLA, the Oregon Sick Leave Law, as well as state and federal disability reasonable accommodation laws.

In the event there is a final decision issued through the Workers' Compensation Board or Oregon courts, reversing a previous determination that an employee's injury or illness was or was not compensable, the employee's sick leave and other paid leave accounts will be adjusted to reflect what he/she should have received in sick leave and other benefits pursuant to this Article, in consultation with both the employee and the Union.

- 35.3 Notification to the CITY by the workers compensation carrier that a permanent disability has been awarded to an employee that precludes the employee from performing the essential duties and responsibilities of their position will result in termination of employment, consistent with ORS 659A.043, ORS 659A.046 and other applicable laws.

Article 36: Term and Duration of Agreement

- 36.1 This Agreement shall be effective upon execution ~~as of the first day of July, 2016~~ and shall remain in full force and effect until the last day of June, 2023, ~~2019~~.

- 36.2 This Agreement embodies the entire Agreement between the parties.

Rachael Fuller
City Manager
City of Hood River

Jeremy Cervantes
President
IAFF Local #3256

Date:

Date:

Memorandum of Understanding – Accrued Leave Payments
City of Hood River and IAFF #3256

Whereas, the City of Hood River and IAFF #3256 are parties to a collective bargaining agreement that expired on June 30, 2019. As provided by Article 18, the City pay out leaves accrued in lieu of consideration of overtime compensation as negotiated. Subsequently, Article 18 of the CBA will be considered void and the remaining accruals in the leave bank will compensated to employees as provided in this memorandum.

Therefore, the parties agree as follows:

Effective July 1, 2019, the hours accrued in the leave bank for Article 18 were frozen at the hourly wage rates as identified in Exhibit A. The parties have agreed to strike Article 18 from the successor CBA.

Effective upon ratification of this agreement, the accrued leave hours will be fixed, meaning employees may no longer take further leaves. Employees will be compensated for these accrued leaves through payroll process up to December 2022. The calculation of payment is the equivalent of the employee’s hourly rate noted below multiplied by 4% and then multiplied by the number of accrued hours. (For example, an employee with an hourly rate of \$25.00 per hour and 1,000 hours of accrued leave would receive: \$25 x 4% x 1000 hours = \$26,000.) All payments are subject to applicable withholdings.

Employees may request compensation payments starting after ratification, as directed by the employee through regular payroll process. Any remaining balances will be paid by the City to the employee in December 2022. Employees may elect to direct funds to individual employee’s tax deferred accounts as allowed by law and current payroll practice.

Disputes of this agreement are governed by grievance provisions of the new collective bargaining agreement. (19-23)

This agreement is effective upon execution as provided below.

Rachael Fuller
City Manager
City of Hood River

Jeremy Cervantes
President
IAFF Local #3256

Date:

Date:

Exhibit A

Employee	Accrued Leave Hours*	Hourly Leave Rate.
Cervantes	1000	\$32.99
Depinto	1675	\$36.37
Geraci	1652	\$32.99
Henke	2104	\$36.37
Irusta	50.50	\$40.13
Johnson	1503.50	\$32.99
Picchiottino	0	\$30.68
Smith	26.75	\$40.13
Tennant	2352.32	\$36.37
Vanlaar	609.25	\$32.99
Wegener	160	\$30.68
Wheat	330	\$32.99
Wilkins	1851	\$32.99
Yean	270	\$32.99

* Values of as April 2, 2020. (City will confirm and update leave hours based on ratification date)

Memorandum of Understanding – Existing Contract Provision Changes
City of Hood River and IAFF #3256

Whereas, the City of Hood River and IAFF #3256 are parties to a collective bargaining agreement that expired on June 30, 2019. The parties have reached agreement on a successor contract wherein the FLSA work cycle will change from a 28-day period to a 24-day period. This will require a short lag period to effectuate the change. In efforts to minimize contract language changes showing both temporary existing language and new provisions as related to the work cycle and FLSA pay matters, this MOU seeks to acknowledge the relevant terms of the expired contract, as specified below, that remain in effect until such time the 24 day cycle begins.

Therefore, the parties agree as follows:

1. Parties acknowledge that rate of pay calculations prior to the change to the 24-day work cycle will remain as provided under the prior CBA (2016-2019) for Article provisions: 6.1 (basic rate), 6.2 (regular rate), 16.2 (paramedic/EMT incentives), 17.1 (hours of work/work cycle), 17.4, 19.1 (overtime), 19.2, 19.3, 19.5 and 23 (separation).
2. Past practice and Article 6.1 also applies to rate calculations for Transfer On-Call Pay up to changing to the 24-day work cycle.
3. For the purposes of salaries, Article 16.1, the salaries provided under the expired contract remain until the new salary scale in Article 16.1 is adopted in the month following execution of the new agreement.
4. This MOU does not apply to former Article 18 which is addressed in a separate MOU.
5. Disputes of this agreement are governed by grievance provisions of the collective bargaining agreement (19-23).
6. This agreement is subject to the ratification with the new successor agreement (2019-2023) effective upon execution of the City of Hood River City Council and Union Representative.

Rachael Fuller
City Manager
City of Hood River

Jeremy Cervantes
President
IAFF Local #3256

Date:

Date:

NEW POLICY

City acknowledges the duty to bargain change in policy.

Vacation/Holiday Leave Bank Requests:

1. Annual Vacation Bidding: Annual vacation bidding is defined by Article 24 of the collective bargaining agreement. Use of holiday leave bank defers to Article 24.
2. Other Vacation Request Post Annual Bidding:

Article 24 of the collective bargaining agreement establishes requirements for the use of vacation for other than the employee's annual bid. This policy provides further guidance.

- A. For vacation/holiday requests greater than 30 days from the request date:
 - Generally, company officers will be assigned to handle vacation requests and approvals for greater than 30 days. At the discretion of the Chief, this assignment can revert back to management.
 - Generally, vacation requests greater than 30 days will be approved if staffing is at 5. Approvals will be done in CrewSense or the current staffing program.
 - If a vacation request would cause staffing to fall below (4), a "slide" will occur in accordance with Article 17.x – shift vacancies company officer making notifications through CrewSense or the current staffing program.
 - If no slide can occur, vacation request will be denied.
 - The City reserves the right to deny a vacation request based on operational need (ie: scheduled training ~~or staffing conflict~~) or for exigent circumstance.
- B. For vacation requests less than 30 days from the request date:
 - Requests go directly to Fire Chief or designee
 - Subject to operational need, generally staffing from 5 to 4 will be approved; if staffing is at 4, time off will be denied
 - Recognizing that personal events can occur with minimal notice, an employee who is denied a less than 30-day request may ask for reconsideration by the Chief.
- C. Long-Term Leave:
 - If another or other employees are on Long-Term Leave (leave longer than 30 days), the follow guidelines apply:

All time off that had already been scheduled prior to an employee taking approved long-term leave occurring will remain, subject to Article 24.3 and order back policy.

Time off requests after the first 30 days while another employee is on approved long-term leave will go directly to Fire Chief. The City retains authority to grant or deny leave based on operational needs. (*City acknowledges that request for vacation under these circumstances may result in overtime*)

NEW POLICY

City acknowledges duty to bargain change in policy)

Order-Back Filling:

Unscheduled work hours as a result of emergency or unforeseen circumstances requiring prompt assignment and coverage for operational need will be assigned by the Chief or designee using this “order-back” procedures. Shift Vacancies and Adjustments, use of sick, vacation, holiday, and comps time are defined in the collective bargaining agreement. This policy provides additional guidance.

1. For all order-back situations, the following steps will be taken:
 - The Duty Officer will pull up a list of personnel coinciding with rank and in descending orders of hours of overtime worked (for the purpose of this policy, Liertenants and Captains are considered to be one rank, hereinafter referred to as “Officer”)
 - The Duty Officer will call the Officer or Engineer primary list until the list is exhausted
 - Once the primary list is exhausted, the Duty Officer will pull up a secondary list, in descending order of hours of overtime worked:
 - o If the shift is for Officer coverage, the Duty Officer will pull up a list of engineers in descending order of hours of overtime worked.
 - o If the shift is for Engineer coverage, the Duty Officer will pull up a list of Officers in descending order of hours of overtime worked.
 - When the assigned Duty Officer cannot fill the vacancy from the process above, filling a vacancy will occur by:
 - o Working an on-duty person up or work down..
 - o Ordering personnel to work in the order of the lists in section 1, above (only approved by Fire Chief or designee)
 - o Ordering personnel to work more than 72 hours (subject to Article 17.6 and only approved by Fire Chief or designee)
 - o Reduce minimum staffing (Only approved by Fire Chief or designee)

Bargaining note: CrewSense (or current staffing program) can manage the list of personnel with OT hours worked.

Notes:

Assignment of work is subject to management rights

Parties agree to establish an AIC list so that only qualified personnel can work up or down