



Agenda
City Council Regular Meeting
Tuesday, December 5, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

- I. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

2. Public Hearing on Rules Related to City Employment: Adopting the Proposed 2024-2026 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local Union No. 77 (Resolution No. 2023-184); Amending the Compensation Plan for Unaffiliated Employees - 2024 and Continuing (Resolution No. 2023-185); Amending Chapter 2.28 RMC related to the City's Personnel Plan (Ordinance No. 2023-30)
3. Proposed Amendment to the 2023 Budget in the General Fund, City Streets Fund, Special Lodging Assessment Fund, Public Safety Sales Tax Fund, Broadband Fund, Equipment Replacement Fund, and Workers Compensation Fund, Ordinance No. 2023-31
4. Proposed Annexation and Zoning of 1.83 Acres Located at 24907 Dallas Road, Ordinance No. 2023-32
5. Proposed Relinquishment of a Utility Easement at 1012 Country Court, Resolution No. 2023-183

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

6. Approval of the November 21, 2023 City Council Regular Meeting Minutes
 - Jennifer Rogers

Ordinances - First Reading:

7. Ordinance No. 2023-30, Amending Chapter 2.28 of the Richland Municipal Code related to the City's Personnel Plan

- Lacey Paulsen, Human Resources Director

Ordinances - Second Reading & Passage:

See Ordinance No. 2023-09 on **Items of Business**

Resolutions - Adoption:

8. Resolution No. 2023-177, Authorizing Award of Bid to DGR Grant Construction, Inc. for West Village Park Phase I - Rebid
 - Pete Rogalsky, Public Works Director
9. Resolution No. 2023-178, Authorizing a Second Amendment to the Retail Water Service Area Agreement with Badger Mountain Irrigation District
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2023-179, Approving 2024 Hotel/Motel Lodging Tax Funding Awards
 - Jon Amundson, City Manager
11. Resolution No. 2023-180, Adopting the City of Richland 2024-2026 Strategic Plan
 - Jon Amundson, City Manager
12. Resolution No. 2023-181, Authorizing a Grant Application to the Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Committee for a Traffic Safety Grant
 - David Neher, Interim Chief of Police
13. Resolution 2023-182, Authorizing a Memorandum of Understanding with Atlas Agro AG for Future Provision of Electric Service
 - Clint Whitney, Energy Services Director
14. Resolution No. 2023-184, Approving the 2024-2026 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local Union No. 77
 - Lacey Paulsen, Human Resources Director
15. Resolution No. 2023-185, Amending the Compensation Plan for Unaffiliated Employees - 2024 and Continuing
 - Lacey Paulsen, Human Resources Director

Items - Approval:

None.

Items of Business:

16. Ordinance No. 2023-09, Amending Chapter 12.03 of the Richland Municipal Code related to Transportation Impact Fees (Second Reading)
 - Pete Rogalsky, Public Works Director
17. Ordinance No. 2023-31, Amending the 2023 Budget in the General Fund, City Streets Fund, Special Lodging Assessment Fund, Public Safety Sales Tax Fund, Broadband Fund, Equipment Replacement Fund, and Workers Compensation Fund
 - Brandon Allen, Finance Director
18. Ordinance No. 2023-32, Annexing 1.83 Acres Located at 24907 Dallas Road (Short Plat 793, Lot 3)

- Kerwin Jensen, Development Services Director

19. Resolution No. 2023-183, Authorizing Relinquishment of a Utility Easement at 1012 Country Court

- Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

20. Executive Session Per RCW 42.30.110(1)(g): Review Performance of a Public Employee (60 minutes)
 - City Council

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the November 21, 2023 City Council Regular Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on November 21, 2023.

Summary:

Draft minutes from the November 21, 2023 City Council regular meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

- I. Draft November 21, 2023 City Council Regular Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, November 21, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Mayor Christensen called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Christensen welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Christensen	Present
Mayor Pro Tem Richardson	Present
Councilmembers Jones	Present
Councilmember Kent	Absent
Councilmember Lukson	Absent
Councilmember VanDyke	Present (via Zoom)
Councilmember Whitten	Present

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS KENT AND LUKSON. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Acting Chief of Police Neher, Fire Chief Huntington, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Manager Suchy, and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Christensen led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Presentations

None.

Public Hearing

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

1. Adopting the 2024 Annual Action Plan (Year Five) and Authorizing Submission of Grant Forms for the 2024 Community Development Block Grant and HOME Investment Partnerships Program Funds, Resolution No. 2023-176

Mayor Christensen opened and closed the public hearing at 6:04 p.m. No testimony was provided.

Public Comments

Kevin George – 726 Saint Street, Richland WA: Mr. George asked the status of the one-way couplets project. Mayor Christensen advised that there is some partial funding available for the project, but because so much time has gone by, additional efforts will be made by the City to vet the project with citizens. Mr. George expressed his preference that road changes be made only by vote of the people.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

Minutes

2. Approval of the November 7, 2023 City Council Regular Meeting Minutes

Ordinances - First Reading

None.

Ordinances - Second Reading & Passage

3. Ordinance No. 2023-28, Amending Chapters 5.50, 13.06, 14.24, 15.03, 16.08, 17.56, 18.24 and 18.37 of the Richland Municipal Code to Establish Daily Utility Rates
4. Ordinance No. 2023-29, Approving the 2024 Budget and the 2024-2029 Capital Improvement Plan

Resolutions - Adoption

5. Resolution No. 2023-172, Authorizing an Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Anaerobic Digester Functionality Audit
6. Resolution No. 2023-173, Adopting the Neighborhood Traffic Safety Program and Repealing Resolution No. 28-11
7. Resolution No. 2023-174, Authorizing a Lease Agreement with Friends of the Richland Public Library
8. Resolution No. 2023-175, Adopting the City of Richland's 2024 State Legislative Priorities

Items - Approval

None.

Expenditures - Approval

9. Expenditures from October 1, 2023 to October 31, 2023 for \$24,936,001.59 including Travel Check Nos. 20413-20437, Accounts Payable Check Nos. 316044-317043, Accounts Payable Wire Nos. 9754-9796, Payroll Wires & ACH Nos. 13623-13674, Payroll Direct Deposit & Check Nos. 214467-215623, and Pension Check Nos. 6587-6609

Items of Business

10. Resolution No. 2023-176, Adopting the 2024 Annual Action Plan (Fifth Year) and Authorizing Submission of Grant Forms for the 2024 Community Development Block Grant and Home Investment Partnership Program

Toni Lehman, Richland's CDBG/HOME Administrator, provided an overview of the projects for recommended funding from 2024 CDBG and HOME funds. Ms. Lehman also shared the procedural history of the action, including a mandated public comment period and public hearing held by the Richland Planning Commission.

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-176, ADOPTING THE 2024 ANNUAL ACTION PLAN (FIFTH YEAR) AND AUTHORIZING SUBMISSION OF GRANT FORMS FOR THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP PROGRAM. THOSE IN FAVOR: MAYOR CHRISTENSEN, MAYOR PRO TEM RICHARDSON, AND COUNCILMEMBERS JONES, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 5-0.

11. Solid Waste Partnership Opportunity (Discussion Item)

With the aid of a PowerPoint presentation, Public Works Director Rogalsky discussed general partnership opportunities concerning the Horn Rapids Landfill. Public Works Director Rogalsky began with an overview of the history of the Horn Rapids Landfill, including its origin in the 1970s and the conditions under which it operated prior to 2020 (i.e., no liner, destruction of waste gas, no surrounding development). Since 2020, new conditions have been realized, including the addition of a liner, sale of waste gas as a renewable energy source, and increased urban development around the landfill.

Public Works Director Rogalsky then referenced two strategic priorities from the proposed 2024-2026 Strategic Plan to explain why exploring a partnership may make sense. Public Works Director Rogalsky described the opportunity to pursue regional partnerships to increase revenue to further offset operating costs and improve regional solid waste processing in a cost-effective manner. The partnership would be with a regional waste-hauling provider, who would bring additional refuse into the new capacity of the updated landfill at a cost. Doing so would stabilize and/or lower rates and possibly assist in bracing the City for regulatory changes.

Councilmember Whitten shared his position that any partnership opportunity that could reduce rates should be explored. If a partnership is created, profit should be dedicated toward additional expansion to allow the operation to pay for itself.

Councilmember Jones thanked Public Works Director Rogalsky for his presentation and agreed that opportunities should be explored to capitalize on the landfill. Councilmember Jones also expressed concern about residential developments starting to surround the landfill and inquired whether a fence would be installed. Public Works Director Rogalsky advised that litter management is and will continue to be a priority for the City. Councilmember Jones also inquired as to what type of waste we would be seeking through a partnership. Public Works Director Rogalsky advised that no particular waste type is targeted at this time. Councilmember Jones asked for a landfill tour. Public Works Director Rogalsky advised that a tour is forthcoming.

Mayor Pro Tem Richardson thanked Public Works Director Rogalsky for his presentation, and then asked how a partnership for accepting additional refuse would limit the 50+ year capacity of the current landfill. Public Works Director Rogalsky advised that even the most aggressive partnership will not compromise the landfill's capacity for decades to come, which gives ample time to plan for the next iteration of the resource.

Mayor Christensen shared his concerns related to overlooking long-term impact for the benefit of short-term gain.

Councilmember VanDyke suggested investigation of waste-to-energy as is done in Spokane. Public Works Director Rogalsky advised that the types of facilities that do this are not frequently pursued because they are cost prohibitive. A feasibility study would

be required.

No action was taken as the item was discussion only.

Reports and Comments

City Manager

City Manager Amundson asked Public Works Director Rogalsky and Deputy City Manager Schiessl to speak with Mr. George about the one-way couplets street project. City Manager Amundson then invited everyone to Richland's Winter Wonderland event.

City Council

Councilmember VanDyke had no comments

Councilmember Jones and Whitten wished everyone a Happy Thanksgiving.

Mayor Pro Tem Richardson shared her gratitude that the campaign season is over and congratulated her fellow councilmembers. Mayor Pro Tem Richardson then shared her excitement for the upcoming Winter Wonderland event and wished everyone a Happy Thanksgiving.

Mayor

Mayor Christensen commented favorably about the upcoming Winter Wonderland event and wished everyone a Happy Thanksgiving.

Executive Session

12. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (30 minutes)

RICHLAND CITY COUNCIL CONVENED IN EXECUTIVE SESSION FOR 30 MINUTES BEGINNING AT 7:00 P.M.

Those present included Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Jones, VanDyke (via phone) and Whitten. Also present were City Attorney Kintzley, City Manager Amundson, and Assistant City Manager Florence. Deputy City Manager Schiessl joined late.

AT 7:30 P.M., MAYOR CHRISTENSEN ANNOUNCED AN EXTENSION OF EXECUTIVE SESSION FOR AN ADDITIONAL 20 MINUTES.

COUNCIL EXITED EXECUTIVE SESSION AT 7:49 P.M.

Adjournment

Mayor Christensen adjourned the meeting at 7:49 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-30, Amending Chapter 2.28 of the Richland Municipal Code related to the City's Personnel Plan

Department/Office
Human Resources

Ordinance/Resolution Number:
2023-30

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-30, amending Chapter 2.28 of the Richland Municipal Code related to the City's Personnel Plan.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities, and to bring it into alignment with current practices. Chapter 2.28 of the RMC is the City's Personnel Plan, which is a key component of human resource management and provides rules related to the recruitment, selection, retention and management of employees.

A summary of the proposed amendments to Chapter 2.28 are as follows:

- Updated definitions and terminology to achieve compliance with current practices, procedures and employment laws.
- Updated Equal Opportunity Policy Statement to ensure that all employment aspects, from hiring to termination, are free from discrimination based on protected class status.
- Updated selection and appointment rules to reflect best practices and methodology.
- Updated scoring criteria and associated terminology for veterans in competitive examinations per RCW 41.04.005 and RCW 41.04.007.
- Removal of a never-enforced non-competition clause which poses potential conflict with RCW 49.62.070.

Consistent with Article VI, Section 6.03 of the Richland City Charter, a public hearing was held on December 5, 2023 to take public testimony on the proposed action.

Staff recommends approval of Ordinance No. 2023-30 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 2023-30

ORDINANCE NO. 2023-30

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 2.28 OF THE RICHLAND MUNICIPAL CODE RELATED TO THE CITY'S PERSONNEL PLAN.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate conflicts and ambiguities, and to bring it into alignment with current policies, procedures, practices, compliance-related items and employment laws.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 2.28 of the Richland Municipal Code, entitled Personnel Plan, as first enacted by Ordinance No. 50-77, and last amended by Ordinance No. 22-29, is hereby amended as follows:

CHAPTER 2.28 PERSONNEL PLAN

Sections:

Article I. Definitions

- 2.28.001 Introduction to definitions.**
- 2.28.003 Appointment.**
- 2.28.005 Appointing authority.**
- 2.28.006 "At will" employment – Unclassified service only.**
- 2.28.007 Certification list.**
- 2.28.010 Certify.**
- 2.28.014 Class.**
- 2.28.016 Classified service.**
- 2.28.018 Continuous service.**
- 2.28.020 Demotion.**
- 2.28.022 Department director.**
- 2.28.024 Deputy city manager and assistant city manager.**
- 2.28.026 Division manager.**
- 2.28.028 Employee.**
- 2.28.030 Examination.**
- 2.28.032 Exempt [employee](#).**
- 2.28.036 Immediate family.**
- 2.28.038 Intermittent employee.**
- 2.28.040 Leave of absence without pay.**
- 2.28.042 Nonexempt [employee](#).**
- 2.28.044 Original appointment.**
- 2.28.046 Regular full-time employee.**
- 2.28.048 Regular part-time employee.**
- 2.28.050 Probationary employee.**

- 2.28.052 Temporary employee.
- 2.28.053 Limited term employee.
- 2.28.054 Probationary period.
- 2.28.056 Promotion.
- 2.28.058 Provisional employee.
- 2.28.060 Recall list.
- 2.28.062 Salary.
- 2.28.064 Temporary appointment.
- 2.28.068 Transfer.
- 2.28.069 Unaffiliated staff.
- 2.28.070 Unclassified service.
- 2.28.072 Vacancy.
- 2.28.074 Reclassification.
- 2.28.075 ~~Contract~~ Contingent employee.

Article II. General Provisions and Organization

- 2.28.105 Equal employment opportunity policy.
- 2.28.110 Scope.
- 2.28.115 Human resources director.
- 2.28.120 Council.
- 2.28.125 Personnel committee – Membership.
- 2.28.130 Personnel committee – Powers and duties.
- 2.28.140 Compensation plan for unaffiliated staff.

Article III. Classification Plan

- 2.28.205 Classification plan – Objective.
- 2.28.210 Classification plan – Structure.
- 2.28.215 Classification plan – Class specifications.
- 2.28.220 Classification plan – Class title use required.
- 2.28.225 Classification plan – Maintenance.

Article IV. Selection and Appointment

- 2.28.405 Recruitment.
- 2.28.410 Application.
- 2.28.415 Rejection of applications.
- 2.28.420 Examinations.
- 2.28.425 Examination results and scores.
- 2.28.430 Veteran's scoring criteria ~~preference~~.
- 2.28.435 Appointing authority.
- 2.28.440 Certification list.
- 2.28.445 Appointments.
- 2.28.450 Expenditures allowed – Exempt personnel.
- 2.28.455 Promotional appointments.

2.28.460 Provisional appointments.

2.28.465 ~~Special~~ Educational or internship appointments.

Article V. Conditions of Employment

2.28.515 Outside employment.

2.28.520 Service on city advisory boards, committees, and commissions.

2.28.525 Political activities.

2.28.530 Tenure of employment – Classified service.

2.28.535 Tenure of employment – Unclassified service.

2.28.550 Employment and reemployment rights of members of the uniformed services.

~~2.28.555 Employment conflicting with city interests – Noncompetition clause – Former employee.~~

Article VI. Insurance Benefits

2.28.605 Insurance benefits.

Article VII. Savings Clause

2.28.845 Savings clause.

Article VIII. Grievance Procedure

2.28.905 Pre-disciplinary hearing opportunity required.

2.28.906 Personnel committee appeal hearings.

2.28.920 Severability.

Article I. Definitions

2.28.001 Introduction to definitions.

The following terms, when used in this chapter, shall have the meanings ascribed to them in this article.

2.28.003 Appointment.

“Appointment” means the assignment of a qualified person from a certification list to a position in the city service by the appointing authority.

2.28.005 Appointing authority.

“Appointing authority” means the city manager or other delegated authority who is empowered to appoint or remove employees of the department over which the city manager or delegated authority has jurisdiction subject to the provisions of this chapter.

2.28.006 “At will” employment – Unclassified service only.

For purposes of this section, “at will” means that the affected employee is employed at the discretion and pleasure of the city. While many employment rules may be contained in this section,

no other policy, practice or application of any rule shall be considered a contract or assurance of continued employment. The employee or the city may terminate employment in unclassified service for reasons that either considers sufficient.

2.28.007 Certification list.

“Certification list” means a list of all persons who have qualified for appointment to positions within a certain class under the provisions of this chapter, with names arranged in order of qualifying scores in the examination.

2.28.010 Certify.

“Certify” means the act of the human resources director in supplying an appointing authority with the names of applicants who are eligible for appointment to the class and position for which certification is requested.

2.28.014 Class.

“Class” means a group of positions sufficiently similar in duties, responsibilities, salary range and minimum qualifications to permit combining them under a single title.

2.28.016 Classified service.

“Classified service” means all positions not specifically included in the unclassified service and excludes all job classifications covered by a collective bargaining agreement with the city.

2.28.018 Continuous service.

“Continuous service” means employment in the city service as a regular or probationary employee which is uninterrupted except for authorized leave of absence or separation due to layoff; provided, that time lost due to layoff shall not be included in the determination of length of continuous service.

2.28.020 Demotion.

“Demotion” means the assignment of an employee from the employee’s present position to another position providing a lower salary rate.

2.28.022 Department director.

“Department director” means an employee designated by the city manager to be the director of a department.

2.28.024 Deputy city manager and assistant city manager.

“Deputy city manager” and “assistant city manager” mean an employee designated by the city manager to be deputy city manager or assistant city manager as described in RMC 2.04.126 and RMC 2.04.128, respectively.

2.28.026 Division manager.

“Division manager” means an employee designated by the city manager, a deputy city manager and/or a department director to be the operating manager of a division.

2.28.028 Employee.

“Employee” means a person occupying a nonelected, budgeted position and who is paid for services rendered.

2.28.030 Examination.

“Examination” means that series of events and/or exercises which culminate in certification of a list of persons qualified for appointment to a particular position of a specified class.

2.28.032 Exempt employee.

“Exempt employee,” as defined by the Fair Labor Standards Act, means ~~a job classification exempt from the Act which meets the test of a salaried employee in an executive, administrative, or professional position~~ an employee who is paid a fixed salary on a weekly, monthly or annual basis and whose duties meet the criteria for exclusion from the overtime pay requirements under the applicable federal and state wage and hour laws, including but not limited to, executive, administrative, or professional employees. An exempt employee is not eligible to receive overtime pay.

2.28.036 Immediate family.

“Immediate family” means that group of individuals including the employee’s wife, ~~or~~ husband, or registered domestic partner, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild, or any person permanently residing with the employee with an immediate familial relationship.

2.28.038 Intermittent employee.

“Intermittent employee” means an employee qualified to work in a specific position classification who ~~is on-call to~~ works at irregular or variable intervals ~~in one or more city departments, not to exceed an average of 30 hours per week. Employment is not guaranteed for any length of time.~~

2.28.040 Leave of absence without pay.

“Leave of absence without pay” means an unpaid leave authorized by the deputy city manager, assistant city manager, and/or department director for up to 30 calendar days, and as authorized by the city manager, a maximum of one year except in the case of illness, injury or involuntary conscription.

2.28.042 Nonexempt employee.

“Nonexempt employee,” as defined by the Fair Labor Standards Act, means ~~a job classification not exempt from the Act with entitlement to the application of said Act~~ an employee whose duties render their job classification eligible for overtime in accordance with applicable federal and state wage and hour laws.

2.28.044 Original appointment.

“Original appointment” means the initial appointment from a certification list to a position in the city service.

2.28.046 Regular full-time employee.

“Regular full-time employee” means any employee who is employed for a minimum of 30-40 hours per week, who has successfully completed a probation period in a position and who continues to successfully meet the requirements of that position as determined by the appointing authority.

2.28.048 Regular part-time employee.

“Regular part-time employee” means any employee in the classified service who has successfully completed a probation period and who is employed on a monthly average of 20 or more, yet less than ~~40~~ 30, hours per week.

2.28.050 Probationary employee.

“Probationary employee” means an employee who is serving a probationary period prior to being appointed as a regular full-time employee or a regular part-time employee.

2.28.052 Temporary employee.

“Temporary employee” means any employee whose tenure is eight months or less, and who may occupy either a full-time or part-time position. Temporary employees have no right to steady employment, prior notice of termination or preference for regular full-time job openings.

2.28.053 Limited term employee.

“Limited term employee” means an an ~~temporary~~ employee whose tenure is greater than eight months but no longer than 24 months, and who may occupy either a full-time or part-time position. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time or part-time job openings.

2.28.054 Probationary period.

“Probationary period” means a working test period of no less than ~~six months~~ one year during which an employee is required to demonstrate the ability and capacity to perform the duties of the position to which the employee has been appointed.

2.28.056 Promotion.

“Promotion” means the assignment of an employee from a position in one class to another class providing a higher salary rate.

2.28.058 Provisional employee.

~~Pending the establishment of a certification list, temporarily assigned~~ hired to a position without having participated in an examination process for which the tenure of employment does not exceed four months, and who may occupy either a full-time or part-time position. ~~provided, that such assignment does not exceed four months.~~

2.28.060 Recall list.

“Recall list” means a listing, by class, of regular full-time or regular part-time employees who have been separated from the classified city service by reduction of force.

2.28.062 Salary.

“Salary” means the compensation paid to an employee for services rendered as set forth in the city’s ~~salary classification~~ [compensation](#) plan.

2.28.064 Temporary appointment.

“Temporary appointment” means an appointment for a period of eight months or less to meet a seasonal or other short-term need.

2.28.068 Transfer.

“Transfer” means the assignment of an employee from one position, division or department to another position, division or department.

2.28.069 Unaffiliated staff.

“Unaffiliated staff” means classified and unclassified (excluding elected and appointed) employees who are not subject to union representation or represented by any council adopted formal collective bargaining agreement.

2.28.070 Unclassified service.

“Unclassified service” means all positions listed as follows:

- A. Officers elected by the people and persons appointed to fill vacancies in elective offices;
- B. Officers appointed by the mayor or council as approved by the law or by the Charter;
- C. The city manager, deputy city managers, ~~s,~~ [assistant city manager](#), all department directors, all division managers, and such other principal officers and assistants as the council may prescribe.
- D. All unclassified employees hired after the effective date of the ordinance codified in this chapter shall be considered “at will.”

2.28.072 Vacancy.

“Vacancy” means a position existing or newly created, budgeted, which is not occupied, and for which a valid requisition has been received by the human resources department.

2.28.074 Reclassification.

“Reclassification” means the action of repositioning (upwards or downwards) of a job classification currently listed as a job classification in the city’s ~~salary~~ [compensation](#) plan structure. The action may affect the incumbent employee.

2.28.075 ~~Contract~~ [Contingent](#) employee.

~~“Contract~~ [“Contingent](#) employee” means an employee contracted through an employment agency. ~~for a period of eight months or less. Contract employees~~ [They](#) are not city employees and are not covered by the provisions of this chapter. ~~; however, the city may apply contract employee tenure to the tenure requirements of the temporary employee or limited term employee if there has been no break in contract employment. Contract employees~~ [They](#) have no right to steady employment, prior notice of termination or preference for regular full-time or part-time job openings.

Article II. General Provisions and Organization

2.28.105 Equal employment opportunity policy.

~~It is declared that the personnel policy of the city that employment in the city government shall be based on an applicant's qualifications as they pertain to the essential functions of the job applied for. This commitment shall be supported by positive practical efforts to ensure equal employment opportunities for minorities, women, disabled, and those employment disadvantaged, both in securing city employment and promotional opportunities at all levels. The city shall not discriminate in its personnel practices on the basis of race, religion, sex, political views, national origin, age, marital status or disability unless based on a bona fide occupational qualifications or state or federal regulations.~~

The city is an equal opportunity employer. All employees and potential employees will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, color, national origin, citizenship or immigration status, religion, marital status, military or honorably discharged veteran status, age, pregnancy, sexual orientation, gender expression or identity, disability, genetic information, or any other basis prohibited by law.

Any employee/potential employee who believes that they have been discriminated against or subjected to unlawful harassment or retaliation should report it to their supervisor, manager, department director, or Human Resources. Upon receipt of a complaint, the city will promptly investigate and take appropriate corrective action as may be warranted. The city will not tolerate retaliation against any individual who reports workplace discrimination or harassment.

2.28.110 Scope.

A. This chapter shall not apply to situations involving the following offices: members of council, members of commissions, committees and boards, the city manager, employees represented by a bargaining unit, except that those employees engaged in public safety or specified in Chapters 41.08 and 41.12 RCW shall be entitled to coverage of provisions of this chapter as specified by Chapters 41.08 and 41.12 RCW, and persons providing services that are outside the classified or unclassified plan of the city.

B. In determining salaries, hours and working conditions for employment in the city service, the city council, through the city manager, may bargain collectively with any employee group or representative and enter into such agreements as permitted by the Charter and general law. For unaffiliated staff not represented by any bargaining unit, the city manager shall be responsible for establishing and maintaining a compensation plan for council approval.

C. It is further provided that the invalidity of any section or part of a section of this chapter shall not affect the validity of the remainder of this chapter.

2.28.115 Human resources director.

The city manager shall serve as human resources director of the city unless, pursuant to the Charter, the city manager shall appoint another person to this office. The human resources director shall

administer the personnel system of the city in accordance with the personnel ordinance adopted, and recommend rules governing personnel to the council.

2.28.120 Council.

The city council shall adopt rules governing city employment after a public hearing on such rules, as provided in the Charter. Thereafter, the council shall have the power to amend, repeal or add to the rules on the recommendation of the human resources director or on its own initiative, subject to the requirement of a public hearing. These rules shall provide for:

- A. The classification of all city positions in the classified service;
- B. Salary and wage plans for all city positions;
- C. Methods for determining the qualifications and merit of candidates for appointment, retention and promotion in the classified service;
- D. Procedures for removal and suspension of, and disciplinary action against, officers and employees;
- E. The order and manner in which layoffs may be effected;
- F. Procedures for review of action taken under subsections (C), (D) and (E) of this section;
- G. Hours of work, attendance regulations, and provisions for sick and vacation leave;
- H. Other practices and procedures necessary to the administration of the city personnel system.

2.28.125 Personnel committee – Membership.

A. There shall be a personnel committee consisting of three members who shall be citizens of the United States, residents of the city for at least three years immediately preceding such appointment, and registered voters. During the term of office, a member of the personnel committee shall not serve on any other Richland board, commission or committee.

B. The term of office for personnel committee members shall be for three years. Appointment to the committee is limited to two consecutive terms. A period of one year must lapse before an individual may again be considered for appointment.

C. The committee shall meet as frequently as is necessary for the proper discharge of its duties.

D. Meetings of the personnel committee shall comply with the Open Public Meetings Act, Chapter 42.30 RCW; provided, however, that appeal hearings conducted by the personnel committee shall occur in closed session unless the employee who brought the appeal demands in writing that the hearing be open to the public. The committee may exclude from any such public or private meeting, during the examination of witnesses, any or all other witnesses in the matter being heard. The hearing need not be conducted according to technical rules relating to evidence and witnesses,

although all witnesses offering testimony to the personnel committee must be sworn or affirmed to truthfulness.

2.28.130 Personnel committee – Powers and duties.

Powers and duties of the personnel committee are as follows:

A. Monitor the administration and grading of competitive examinations.

B. Hear appeals on the following matters as alleged by any employee in the classified service or uniformed personnel under Chapters 41.08 and 41.12 RCW; provided, however, that any uniformed personnel employee who has elected to appeal through a grievance mechanism provided in a labor agreement shall not be entitled to appeal the same or similar issue to the personnel committee:

1. Any disciplinary action resulting in suspension, demotion, reduction in pay or termination;
2. Any alleged violation of the established personnel plan related specifically to hiring or promotional opportunities;
3. Any challenge to the reasonableness of the appointing authority's actions related to a reduction in force.

After the hearing, the personnel committee will report its findings and recommendations in writing to the appointing authority. The committee's findings and recommendations shall be advisory only, except where general law requires the committee to render a decision that is final and binding upon the appointing authority with respect to firefighters under Chapter 41.08 RCW and police officers under Chapter 41.12 RCW.

C. Hearings before the committee shall be governed by RMC 2.28.906. Any informality of proceedings or in the manner of taking testimony shall not affect any action of the committee.

D. The committee shall have the right of subpoena, the power to examine witnesses under oath, the power to compel the attendance of witnesses, and the power to require the production of records.

E. Each member of the personnel committee shall have the power to administer an oath consistent with RCW 5.28.020 to any participating witness.

2.28.140 Compensation plan for unaffiliated staff.

From time to time, typically when collective bargaining agreements are reviewed, the city manager or his or her designee shall forward to council for approval via resolution, a compensation plan for all unaffiliated staff. Said rules are subordinate to this chapter and shall serve to document and govern the wages, hours and conditions of employment for all unaffiliated staff. Notification shall be given to unaffiliated staff to allow for a comment period of up to three weeks prior to presentation to council to provide opportunity for employee input, discussion and questions.

Article III. Classification Plan

2.28.205 Classification plan – Objective.

The human resources director shall recommend to council, and council shall adopt by resolution after public hearing, a classification plan which shall provide for a complete inventory of all positions in the classified service and accurate descriptions and specifications for each position and class of employment. In the plan, class titles shall be standardized and each of them shall be indicative of a definite range of duties and responsibilities and shall have the same meaning throughout the city service. The human resources director shall recommend necessary amendments to the plan in order to conform to the current needs of the city service.

2.28.210 Classification plan – Structure.

The classification plan shall consist of the following elements:

- A. An assembly into classes of positions which are approximately of equal difficulty and responsibility, which require the same general qualifications and which can be compensated within the same grade of pay under similar working conditions;
- B. A class title descriptive of the work of each class which shall identify the class for personnel control and payroll accounting purposes;
- C. A written description for each position containing: a description of the nature of the work and of the relative responsibility of the position and which includes examples of work which are illustrative of the essential functions of the job; requirements of work in terms of knowledge, abilities and skills necessary for the performance of work, and a statement of experience and training desirable for recruitment into the position which constitutes the job specifications.

2.28.215 Classification plan – Class specifications.

The specifications of the classes of positions in the classification plan and their various parts shall be used as a guide in the classification of positions and have the following force and effect:

- A. The specifications are descriptive and not restrictive; they are intended to indicate the kinds of positions that are allocated to the several classes as determined by their duties and responsibilities. Specifications are to be interpreted in their entirety in relation to the others in the classification plan. Particular phrases or examples are not to be isolated and treated as a full definition of the class.
- B. In determining the class to which any position should be allocated, the specifications of each class shall be considered as a whole. Consideration shall be given to the duties, specific tasks, responsibilities, qualifications, requirements and relationships with other classes, as together affording a statement of the employments that the classes intend to embrace.

2.28.220 Classification plan – Class title use required.

Class titles or designated code symbols shall be used in all personnel accounting, budgeting, appropriation and financial records. No person shall be appointed to or employed in a position in the classified service under a title not included in the classification plan.

2.28.225 Classification plan – Maintenance.

The human resources director shall be responsible for the proper maintenance of the classification plan, so that it will reflect continuously on a current basis the duties being performed by each employee in the city service and the class to which each position is allocated. The human resources director or designee shall make necessary amendments to the classification plan, including the addition of required new classes, revision of existing classes, and deletion of obsolete classes. Changes and reallocations within the classification plan shall be made as follows:

A. The human resources director shall analyze the duties and responsibilities to be assumed by incumbents of proposed new positions, and using such appraisal as a basis, assign the position to the appropriate class within the classification plan. A new class specification shall be prepared to cover each additional position which is created and for which the classification plan does not provide a satisfactory job description.

B. Changes in the duties and responsibilities of a position involving either the addition, reduction, or modification of assignments, shall be reported to the human resources director by the deputy city manager, assistant city manager, and/or department head concerned. If the changes are determined to be permanent, and are sufficiently significant to justify reallocation to a different classification, the human resources director shall assign the position to the class which is appropriate under the modified circumstances.

C. The human resources director shall periodically review the classification of positions and audit duties and responsibilities, and on the basis of his or her reappraisal, make such changes as are necessary to keep the classification plan current. Reallocation of positions under the provisions of this section shall be the responsibility of the human resources director, but shall give due consideration to the recommendations of the administrative officials concerned, and the personnel committee.

Article IV. Selection and Appointment

2.28.405 Recruitment.

The appointing authority shall determine whether open positions shall be advertised internally and/or to the general public. Notice of such open positions shall be posted on ~~city bulletin boards~~ the city's website at least five days prior to the promotional closing.

A. Open positions may be published ~~in a city newspaper and circulated~~ on the city's website and by any other means as the human resources director shall deem necessary at least 10 days prior to the closing date for such employment opportunity.

B. A notice of open positions shall contain the position title, ~~and~~ a brief description of the job duties and requirements, the wage scale or salary range, and a description of all the benefits and other compensation to be offered as required by RCW 49.58.110. Applicants selected for examination shall be advised of the examination date and place, type(s) of examinations to be employed and any special examination requirements.

2.28.410 Application.

Application for open positions in city employment shall be made ~~in writing, in a manner prescribed by the human resources department~~ electronically through the city's online applicant tracking system, and submitted to the human resources department at such time as a vacancy is advertised.

2.28.415 Rejection of applications.

The human resources department may reject any application for one or more of the following reasons:

- A. If the applicant lacks any of the minimum qualifications set forth in the position classification or examination announcement;
- B. If the applicant cannot perform the essential functions of the position with or without reasonable accommodation to which the applicant seeks appointment, or has previously been terminated from the city service for misconduct or unsatisfactory job performance;
- C. If the applicant has falsified the application or the application is deemed incomplete;
- D. If, after notification, the applicant is not present at the time and place designated for the examination.

2.28.420 Examinations.

Oral, written, physical performance or skill proficiency examinations, or any combination of these, may be employed as it is deemed appropriate as long as they are job related and serve to provide a satisfactory measure of the applicant's qualifications and capability to perform the essential functions of the position. Examinations shall be developed and administered by the human resources department or purchased from vendors where such tests are verified to be valid and reliable.

2.28.425 Examination results and scores.

The human resources staff shall document examination results and scores using appropriate statistical and testing techniques and shall determine the relative rating of the competitors.

2.28.430 Veteran's ~~Preference~~ scoring criteria.

~~A "veteran" shall be defined as any person who has served in any branch of the U.S. Armed Forces during any period of war, including World Wars I and II, the Korean conflict, the Vietnam era, and the period of any future war declared by Congress (RCW 41.04.005). In all competitive examinations, all such veterans shall be given a preference by adding to a passing grade only, based upon a rating of 100 points, a percentage in accordance with the following as specified in RCW 41.04.010:~~

- ~~A. Ten percent to a veteran who is not receiving any veteran retirement benefits;~~
- ~~B. Five percent to a veteran who is receiving veterans retirement payments;~~

~~C. Preferences specified in subsections (A) and (B) of this section shall not be used in any promotional examination. No preference shall be given to a veteran who has claimed a similar~~

~~preference and has thereby been previously appointed to a position though employment thus obtained was with a different state agency, municipal corporation, or political subdivision (Attorney General's Opinion 1975, No. 220);~~

~~D. Five percent to a veteran who, after having previously served employment with the city, shall be called to active military service for a period of one year, or more, during any period of war, for promotional examination;~~

~~E. Preferences specified in subsections (A), (B) and (D) of this section must be claimed by a veteran within eight years of the date of release from active service, providing such release is for reasons other than dishonorable discharge.~~

A. In all competitive examinations, the city shall give a scoring criteria status to all veterans as defined by RCW 41.04.007 by adding to the passing score, based upon a possible rating of 100 points, a percentage in accordance with the following:

1. Ten percent to a veteran who served during a period of war or in an armed conflict as defined in RCW 41.04.005 and does not receive military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

2. Five percent to a veteran who did not serve during a period of war or in an armed conflict as defined in RCW 41.04.005 or who is receiving military retirement. The percentage shall be added to the passing mark, grade, or rating of competitive examinations until the veteran's first appointment. The percentage shall not be utilized in promotional examinations.

3. Five percent to a veteran who was called to active military service from employment with the state or any of its political subdivisions or municipal corporations. The percentage shall be added to promotional examinations until the first promotion only.

B. All veterans' scoring criteria may be claimed:

1. Upon release from active military service with an honorable discharge or a discharge for medical reasons with an honorable record, where applicable; or

2. Upon receipt of a United States department of defense discharge document DD form 214, NGB form 22, or their equivalent or successor discharge paperwork, that characterizes his or her service as honorable.

2.28.435 Appointing authority.

The city manager is authorized to make all appointments in the city administration, and when the city manager deems the best interest of the city requires, remove officers and employees of the city, unless otherwise provided by the Charter or by the general laws. The manager may authorize the deputy city manager, assistant city manager, and/or director of a department to appoint and remove subordinates in such department.

2.28.440 Certification list.

A. The human resources department shall ~~maintain~~ create a certification list for each ~~position class~~ vacant position, bearing the names of all persons completing the competitive examination process with scores of not less than 70 percent within classified service. These names shall be carried on the certification list for a period of one year.

B. Names may be removed from the certification list for the following reasons:

1. Request of the applicant;
2. In the case of police officer applicants, a prior conviction of a felony or misdemeanor involving moral turpitude;
3. An applicant's prior conviction of a crime which relates reasonably to the position applied for, provided the date of such conviction or prison release, whichever is more recent, is less than seven years old;
4. Applicant's death;
5. Applicant's refusal to accept employment in a position class for which ~~the applicant~~ they applied ~~was examined~~;
6. Applicant's failure to ~~keep the~~ inform ~~personnel office~~ human resources ~~informed of~~ applicant's their correct ~~address~~ contact information;
7. Applicant's failure to appear for employment interview or pre-employment testing;
8. Applicant's attempted deception or fraud in connection with the application or examination;
9. Applicant's dismissal from any other classified position for reasons of misconduct and/or unsatisfactory performance;
10. Expiration of one full year after entry on the list.

2.28.445 Appointments.

A. Appointments for all classified service, both entry and promotional, in the city service shall be made from the appropriate certification list providing that where diligent efforts to establish such lists have been unsuccessful, a provisional appointment may be made.

B. Upon receipt of an appropriate certification list from the human resources director, an appointing authority shall make an appointment to a position from the top three names on that list; provided, however, that the appointing authority may refuse to appoint from a certification list containing fewer than three names and request a new certification list be made.

C. Should a candidate demonstrate exceptional qualifications by virtue of knowledge, skills and prior experience, the appointing authority may request a direct appointment to city service with the approval of human resources and the appropriate department head.

2.28.450 Expenditures allowed – Exempt personnel.

A. Whenever the city manager ~~may~~ determines that in order to secure the services of any person not residing within the Richland area as an employee of the city it is necessary to pay the cost of moving the household goods and personal effects of such person from place of residence to the city upon appointment to city service, then payment of reasonable and necessary moving costs may be made from appropriate available maintenance and operation funds in the city's annual budget, upon the recommendation of the city manager. ~~and the approval of such expenditure by the city council.~~

B. When the appointing authority deems it necessary to interview ~~personnel~~ applicants to fill positions requiring special experience and training, and ~~such personnel~~ applicants reside outside the city limits, the appointing authority is authorized to pay necessary travel and subsistence expenses to bring a limited number of applicants to the city for ~~such personnel~~ in-person interviews; providing funds for the payment of such expenses are available.

C. In cases of certain examinations which may require the professional expertise of a person outside the city service, the appointing authority is authorized to pay necessary travel and subsistence expenses to bring a limited number of such persons to the city for participation in such examinations; providing funds for payment of such expenses are available.

2.28.455 Promotional appointments.

In order to best use knowledge, skills, abilities and performance of city employees, the appointing authority shall fill vacancies by promotion whenever practicable. Such promotions shall be based on competitive selection processes, except in those cases where the appointing authority determines that a particular employee, who by virtue of length and quality of work experience for the city, is exceptionally qualified for the promotion; provided, however, that nothing in this section shall apply to promotional appointments in the police department and fire and emergency services department covered by a collective bargaining agreement. Promotional appointments in those departments shall be based upon the process set forth in RMC 2.28.410 through 2.28.450.

2.28.460 Provisional appointments.

Provisional appointments may be made in the classified service when no appropriate certification list exists. Such appointments shall have a maximum duration of four months and may not continue beyond a 10-day period after the establishment of an appropriate certification list.

2.28.465 Educational or internship ~~Special~~ appointments.

In recognition of the special needs of the city from time to time to employ student trainees ~~or interns, and recreation instructors and aides~~ in diverse programmatic areas designed to meet the desires and needs of the citizens of Richland, authority is granted to the human resources director to make occasional appointments of qualified persons to meet these special needs, budget permitting and in accordance with law and city policy.

A. The procedure and requirements for appointments to city service provided in this chapter are waived for special appointments made pursuant to this section or the compensation plan.

B. Persons appointed pursuant to this section shall be deemed employees only insofar as wages, and state or federal mandated benefits such as Social Security, industrial insurance, and unemployment compensation are concerned. Other benefits, privileges, protections or rights, including tenure, provided by this chapter, or the compensation plan shall not apply nor shall persons appointed pursuant to this section become eligible for them. Persons so appointed serve solely at the pleasure of the city. Persons so appointed shall be advised in writing of their specific employment status as set forth in this section.

C. Special appointment of individual persons may be recurring, but any single appointment shall not extend beyond eight continuous months.

D. Salary for services rendered by persons appointed pursuant to this section shall be an hourly rate and shall be set by the human resources director to be commensurate with the skills needed to meet the special need for which the special appointment is being made. ~~For special appointments to meet recreation program needs, the hourly rate shall in addition reflect the number of expected program participants, the ability to recruit desired program instructors and aides, and such other factors as may impact a particular recreation program offering. In no event shall the hourly rate be less than the federal minimum wage.~~ Provisions of this chapter regarding salary and benefits other than those set forth in this section shall not apply to persons under special appointment.

Article V. Conditions of Employment

2.28.515 Outside employment.

A. An employee seeking to engage in employment other than the employee's job with the city must notify the employee's immediate supervisor.

B. An employee shall not engage in employment other than the employee's city job if such employment constitutes a conflict of interest, is incompatible with the proper discharge of the employee's official duties, or interferes with the efficient performance of the city job.

2.28.520 Service on city advisory boards, committees, and commissions.

Except for membership on the police pension board, in accordance with RCW 41.20.010, and the ~~firemen's~~ firefighters' pension board, in accordance with RCW ~~41.14.020~~ 41.16.020, and except for employees serving ex officio, no employee, during his or her term of service in city employment, shall be eligible, or be appointed, to serve on any city board, committee or commission performing an advisory function to the city council.

2.28.525 Political activities.

The following rules shall govern the political activities of city employees:

A. Solicitation for or payment to any partisan, political organization or for any partisan political purpose of any compulsory assessment or involuntary contribution is prohibited; provided, that officers of employee associations shall not be prohibited from soliciting dues or contributions from

members of their associations. No person, elected official, or employee shall solicit on city property any contribution to be used for partisan political purposes (RCW 41.06.250).

B. Employees shall have the right to vote and to express their opinions on all political subjects and candidates and to hold any political party office or participate in the management of a partisan political campaign. Nothing in this section shall prohibit an employee from participating fully in campaigns relating to constitutional amendments, referendums, initiatives, and issues of a similar character (RCW 41.06.250).

C. A city employee shall not hold a part-time public office in a political subdivision of the state when the holding of such office, as determined by the appointing authority, is incompatible with or substantially interferes with the official duties of the employee's job (RCW 41.06.250).

D. For persons employed by the city in positions which are financed primarily by federal grant-in-aid funds, political activity shall be regulated by the rules of the U.S. Civil Service Commission (RCW 41.06.250).

E. No member of the city council nor any candidate for election to city council shall directly or indirectly solicit any contribution or campaign assistance of any nature from any employee of the city.

2.28.530 Tenure of employment – Classified service.

The tenure of any person covered under the provision of this chapter shall be subject to appropriate conduct and the satisfactory performance of the employee's job responsibilities. Any person may be discharged (when authorized by the city manager), or disciplined (including but not limited to suspension without pay, temporary or permanent pay reductions, demotion, and reduction in rank) by the city manager and/or director of a department for any of the following reasons:

A. Unsatisfactory record of attendance and/or punctuality.

B. Absent without leave for three consecutive working days.

C. Incompetent, inefficient or ineffective performance of job responsibilities.

D. Inattention to job responsibilities or loitering.

E. Insubordination, which is the refusal to obey lawful and reasonable direction given by the employer.

F. Dishonest conduct such as theft, fraud or misrepresentation.

G. Disorderly conduct in the course of employment including fighting, horseplay, threatening or otherwise abusing other employees or the general public.

H. 1. Reporting for work in an unfit condition which precludes the employee from performing the function and duties of any position in city service.

2. Possession of alcohol, cannabis, or illegal controlled substance(s) while at work.

3. Consumption or use of alcohol, cannabis, or illegal or controlled substance(s) during the course of an employee's scheduled workday; provided, however, that it is not a violation of this section to use prescribed or over-the-counter drugs that may affect the discharge of an employee's job duties if the employee first notifies his/her supervisor or human resources of such use.

I. Conviction of a felony or misdemeanor which adversely affects the employee's ability to perform the employee's job requirements.

J. The use of employee's city employment for personal profit, gain or advancement other than the regular and rightful compensation and benefits authorized for the position.

K. Negligent, careless or willful acts which damage or endanger the city's property, equipment or the personal safety of employees or the general public.

L. Improper political activity as defined in this chapter.

M. Willfully or knowingly making a false statement, certificate, mark, rating or report in regard to any test, certificate or appointment held or made under the municipal personnel system, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

N. No person seeking appointment to or promotion in the city service shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with, a test, appointment, proposed appointment, promotion or proposed promotion.

O. Noncompliance with [outside employment provisions](#) (RMC 2.28.515).

P. Possession or display of a firearm, as defined in RCW 9.41.010, or explosive device in a city building or city vehicle. This subsection does not apply to commissioned police officers.

Q. Any other act or failure to act which, in the judgment of the appointing authority, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

The human resources director shall promulgate procedures for administering and imposing the discipline required under this section.

2.28.535 Tenure of employment – Unclassified service.

Employees hired or promoted into unclassified service after the effective date of the ordinance codified in this section are employed at the pleasure of the city and continued employment is at the discretion of the appropriate authority or city manager. These employees are considered "at will."

2.28.550 Employment and reemployment rights of members of the uniformed services.

A person who is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform service in a uniformed service shall not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment by the city on the basis of that membership, application for membership, performance of service, application for service or obligation. The city, ~~in defining the limitations and interpretation of the Federal Act,~~ will ~~utilize~~ comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA), document H.R. 995 Publication, Public Law 103-353, Title 38, Chapter 43 USC.

~~**2.28.555 Employment conflicting with city interests—Noncompetition clause—Former employee.**~~

~~No person who has served as an employee of the city of Richland shall, for a period of two years from the date of termination or completion of such employment, appear before the city council or receive any compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter, purchase, sale, proceeding or application with respect to which the former employee was directly concerned and in which the former employee personally participated during the period of employment with the city of Richland. Should such a conflict arise, it shall form the basis for the city to terminate the relationship the city has with the business or individual involved.~~

Article VI. Insurance Benefits

2.28.605 Insurance benefits.

It shall be the policy of the city, subject to the availability of funds, to carry certain insurance policies as a part of employee benefits, where appropriate. The exact terms of coverage shall be negotiated by the city and the insurance companies, and copies of such policies shall be on file in the city clerk's office.

As appropriate and required by law, when an employee is acting in his or her official capacity on city business, the city shall indemnify police officers against damage claims for false arrest, and all employees against claims of errors and omissions.

As appropriate and required by law, when an employee is acting in his or her official capacity on city business, the city shall indemnify all employees against claims for damages for personal injuries or property damages arising out of the operation of any city-owned or -operated motor vehicle.

Article VII. Savings Clause

2.28.845 Savings clause.

Notwithstanding the repeal of Ordinances 34, 96 and 123, any rights or benefits acquired by any employee under the provisions of said ordinances shall remain in full force.

Article VIII. Grievance Procedure

2.28.905 Pre-disciplinary hearing opportunity required.

No classified employee may be subject to a disciplinary action that results in suspension, demotion, reduction in pay or termination from city employment except for cause. Prior to imposition of such disciplinary action, the city shall advise the employee in writing of the charges and provide an explanation of the evidence upon which the proposed disciplinary action is based. The employee is then provided an opportunity for a pre-disciplinary hearing. The city, after consideration of the facts and materials presented at the hearing, shall provide the employee with a written decision of the disciplinary action. If the city's disciplinary decision includes suspension, demotion, reduction in pay or termination, the employee may appeal the disciplinary decision to the personnel committee as provided in RMC 2.28.130.

2.28.906 Personnel committee appeal hearings.

A. An appeal to the personnel committee as authorized under RMC 2.28.130(B) shall be in writing and shall be signed by the employee. The appeal shall include the mailing and street address where service of process and other papers may be made upon the employee. The appeal shall also include the ruling or decision from which the employee appeals, a brief description of the facts giving rise to the appeal, and a concise statement of the reason for the appeal.

B. A written appeal must be filed within 10 calendar days after the decision giving rise to the appeal is made. For purposes of calculating time, the day the decision was made is excluded from the 10-day calculation.

C. Hearings shall be held at such time and place as determined by the committee.

D. All parties to the appeal shall be notified of the hearing date and time no less than 10 calendar days in advance of the hearing.

E. During the appeal hearing, the employee and the appointing authority are entitled to be represented by an attorney; testify under oath; subpoena witnesses to testify; cross-examine witnesses; present affidavits, exhibits or other evidence as the committee deems relevant; and argue the case, either directly or through an attorney. The committee reserves the right, at any time throughout the hearing, to ask any question of any witness or request any evidence on any issue it deems relevant to the matter, regardless of whether the issue was first raised by either party.

F. No fewer than five calendar days before the hearing, each party will provide to the other a list of the witnesses it intends to call at the hearing, and complete copies of all documents it intends to offer at the hearing for the committee's consideration. No other discovery is authorized. The committee may postpone the hearing at the aggrieved party's request if this disclosure is not timely made.

G. At any hearing on appeal from a suspension, demotion, reduction in pay or termination, the city shall have the burden of proving by a preponderance of the evidence that its disciplinary action was for cause. At any other appeal hearing under RMC 2.28.130(B), the employee shall have the burden of proof by a preponderance of the evidence.

H. Hearings will be recorded by a recording device. The services of a court reporter may be secured to record the hearing at the requesting party's expense.

I. Within 10 business days of the conclusion of the hearing, the committee shall issue written findings of fact, conclusions of law, and a recommendation to the city manager on whether the city's action should be affirmed, rescinded or modified. If the committee recommends that the city's action be modified, it will also provide a recommendation as to what specific action should be taken. The city manager may accept, reject or modify the recommendation of the committee in rendering a final determination on the appeal of a classified employee under RMC 2.28.130(B). Such final determination shall be issued to the employee within 10 calendar days of receipt of the committee's findings, conclusions and recommendation. For uniformed personnel under Chapters 41.08 and 41.12 RCW, the committee's recommendation shall be binding on the city manager and subject to further appeal as provided herein.

J. Within 30 calendar days of the date of the personnel committee's determination, firefighters and police officers who are subject to a disciplinary action resulting in suspension, demotion, reduction in pay or termination may appeal the decision of the personnel committee to Benton County superior court by serving the city clerk with a written notice of appeal.

1. The written notice of appeal must include the grounds for appeal and a demand that a certified transcript of the hearing and all papers on file with the committee affecting or relating to its determination be filed with the court.

2. The appellant shall bear the costs associated with procuring a certified transcript of the hearing and the filing fees associated with commencing the appeal in Benton County superior court.

3. Benton County superior court shall hear and determine the appeal in a summary manner on the established record. No new evidence is allowed. The court's review is confined to determining, based on the sufficiency of the evidence, whether the suspension, demotion, reduction in pay or termination was or was not made in good faith for cause. No other grounds for appeal are allowed.

2.28.920 Severability.

If any provision of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-177, Authorizing Award of Bid to DGR Grant Construction, Inc. for West Village Park Phase I - Rebid

Department/Office
Public Works

Ordinance/Resolution Number:
2023-177

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-177, authorizing the City Manager to sign and execute a construction contract with DGR Grant Construction, Inc. as provided therein.

Summary:

In February 2011, the City entered into a Master Development Agreement with Nor Am Investment, LLC (Richland Contract No. 137-10) to govern the development of Badger Mountain South, a master-planned community of 1,480 acres located on the south side of Badger Mountain between Dallas Road and Reata Road. In 2015, Contract No. 137-10 was amended and restated. The amended agreement obligates the City to a number of actions, including the development of West Village Park.

In 2022, the City entered into a consultant agreement with SPVV Landscape Architects to develop a master plan for West Village Park. One of the deliverables of the consultant agreement included detailed bid documents for Phase I of the West Village Park project (the "Project"). The priorities of the Project include work necessary to achieve approximately seven (7) acres of irrigated turf open space, a restroom, and a playground.

All project development and design work necessary to advance the Project to construction is complete. The City sought bids for the Project in April of this year, receiving two bids. The City rejected those bids, by Resolution No. 2023-99, on June 20, 2023 because the prices exceeded the project budget by a substantial amount. The City and its consultant revised the bid documents in an effort to reduce costs before soliciting bids again this fall. The primary change in scope was to reduce the size of the Phase I developed turf area. Bids were solicited in accordance with the City's purchasing policies, with three (3) bids received and opened on November 7, 2023. DGR Grant Construction, Inc. submitted the lowest responsive bid of the three (3) bids received. The program budget is sufficient to fully fund the Project as revised.

The bid documents were structured with two bid additive alternatives to enable adjustment of the scope to available funds. The additive alternatives would have allowed expansion of the developed turf area and enhancement of the irrigation system. The award recommendation does not include the additive alternatives, leaving those improvements for a future phase of park development.

Staff recommends adoption of Resolution No. 2023-177.

Fiscal Impact:

The Capital Improvement Plan (CIP) has funding approved and remaining of approximately \$1,950,000 in the Parks & Facilities Capital Program for West Village. An additional \$500,000 is budgeted in the 2024 CIP. These budget amounts allow for the full funding of the project, which is estimated at \$2,450,000 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2023-177
2. West Village Community Park Project - ITB#23-0043

RESOLUTION NO. 2023-177

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO DGR GRANT
CONSTRUCTION, INC. FOR THE WEST VILLAGE PARK - PHASE
1 REBID PROJECT.**

WHEREAS, in February 2011, the City entered into a Master Development Agreement with Nor Am Investment, LLC to govern the development of Badger Mountain South, a master-planned community of 1,480 acres located in the City of Richland (*see* Richland Contract No. 137-10); and

WHEREAS, Contract No. 137-10 was subsequently amended and restated (*see* Richland Contract No. 143-15; the “Amended Agreement”); and

WHEREAS, the Amended Agreement obligates the City to a number of actions, including the development of West Village Park; and

WHEREAS, in 2022, the City entered into a consultant agreement with SPVV Landscape Architects to develop a Master Plan for West Village Park (*see* Richland Contract No. 36-22); and

WHEREAS, one of the deliverables of the consultant agreement included detailed bid documents for Phase 1 of the West Village Park project (the “Project”); and

WHEREAS, the priorities of the Project include work necessary to achieve approximately seven (7) acres of irrigated turf open space, a restroom, and a playground; and

WHEREAS, all project development and design work necessary to advance the Project to construction is complete; and

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with three (3) bids received and opened on November 7, 2023; and

WHEREAS, DGR Grant Construction, Inc. submitted the lowest responsive bid of the three (3) bids received; and

WHEREAS, sufficient budget exists to fully fund the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with DGR Grant Construction, Inc. in the amount of \$2,262,241.09 for the West Village Park - Phase 1 project, and to execute change orders in an aggregate amount not to exceed \$200,000 as needed to fulfill the Project’s intent.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	NOVEMBER 7, 2023	ITB #	23-0075
WEST VILLAGE PARK PHASE 1 - REBID			

				ENGINEER'S ESTIMATE		DGR GRANT CONSTRUCTION, INC RICHLAND, WA		MORENO & NELSON CONSTRUCTION CORP WALLA WALLA, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID								
1	Complete West Village Park Phase 1, per Contract Documents, Drawings and Specifications	1	LS	\$1,385,755.00	1,385,755.00	2,081,178.56	2,081,178.56	2,081,633.00	2,081,633.00
	BASE BID SUBTOTAL				\$1,385,755.00		\$2,081,178.56		\$2,081,633.00
	8.7% SALES TAX				120,560.69		181,062.53		181,102.07
	BASE BID TOTAL				\$1,506,315.69		\$2,262,241.09		\$2,262,735.07
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALTERNATE 1								
1	Complete Additions Irrigation and Turfgrass Seeding, per Contract Documents, Drawings, and Specifications on an acre basis	1	Acre	75,000.00	75,000.00	116,281.34	116,281.34	44,300.00	44,300.00
	ALTERNATE 1 SUBTOTAL				\$75,000.00		\$116,281.34		\$44,300.00
	8.7% SALES TAX				6,525.00		10,116.48		3,854.10
	ALTERNATE 1 TOTAL				\$81,525.00		\$126,397.82		\$48,154.10
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALTERNATE 2								
1	BMID Water Line Inter-tie and associated work.	1	LS	75,000.00	75,000.00	58,418.25	58,418.25	83,000.00	83,000.00
	ALTERNATE 2 SUBTOTAL				\$75,000.00		\$58,418.25		\$83,000.00
	8.7% SALES TAX				6,525.00		5,082.39		7,221.00
	ALTERNATE 2 TOTAL				\$81,525.00		\$63,500.64		\$90,221.00
	BASE BID				\$1,506,315.69		\$2,262,241.09		\$2,262,735.07
	ALTERNATE 1 BID				\$81,525.00		\$126,397.82		\$48,154.10
	ALTERNATE 2 BID				\$81,525.00		\$63,500.64		\$90,221.00
	GRAND TOTAL				\$1,669,365.69		\$2,452,139.55		\$2,401,110.17

City of Richland

DATE BIDS OPENED:	NOVEMBER 7, 2023	ITB #	23-0075
WEST VILLAGE PARK PHASE 1 - REBID			

				GOODMAN & MEHLENBACHER ENTERPRISES INC KENNEWICK, WA					
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Complete West Village Park Phase 1, per Contract Documents, Drawings and Specifications	1	LS	\$2,157,000.00	2,157,000.00		-		-
BASE BID SUBTOTAL					\$2,157,000.00		\$0.00		\$0.00
8.7% SALES TAX					187,659.00		-		-
BASE BID TOTAL					\$2,344,659.00		\$0.00		\$0.00
ALTERNATE 1									
1	Complete Additions Irrigation and Turfgrass Seeding, per Contract Documents, Drawings, and Specifications on an acre basis	1	Acre	109,500.00	109,500.00		-		-
ALTERNATE 1 SUBTOTAL					\$109,500.00		\$0.00		\$0.00
8.7% SALES TAX					9,526.50		-		-
ALTERNATE 1 TOTAL					\$119,026.50		\$0.00		\$0.00
ALTERNATE 2									
1	BMID Water Line Inter-tie and associated work.	1	LS	48,000.00	48,000.00		-		-
ALTERNATE 2 SUBTOTAL					\$48,000.00		\$0.00		\$0.00
8.7% SALES TAX					4,176.00		-		-
ALTERNATE 2 TOTAL					\$52,176.00		\$0.00		\$0.00
BASE BID					\$2,344,659.00		\$0.00		\$0.00
ALTERNATE 1 BID					\$119,026.50		\$0.00		\$0.00
ALTERNATE 2 BID					\$52,176.00		\$0.00		\$0.00
GRAND TOTAL					\$2,515,861.50		\$0.00		\$0.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-178, Authorizing a Second Amendment to the Retail Water Service Area Agreement with Badger Mountain Irrigation District

Department/Office
Public Works

Ordinance/Resolution Number:
2023-178

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-178, authorizing the City Manager to sign and execute Amendment No. 2 to the Retail Water Service Area Agreement with Badger Mountain Irrigation District (Contract No. 98-09).

Summary:

On October 8, 2009, the City and Badger Mountain Irrigation District (BMID) entered into a Retail Water Service Area Agreement committing to cooperate in the development of Badger Mountain South. On March 22, 2012, the City and BMID entered into an amended and supplemented Retail Water Service Area Agreement, changing the approach to serving the Badger Mountain South area from being led by the BMID to being led by the City. In August 2012, the City and BMID entered into Amendment No. 1 to the 2012 Agreement establishing a temporary operating partnership addressing the needs of both agencies.

Development in Badger Mountain South and in BMID's service area has caused the agencies to seek changes to the terms of the 2012 Agreement. The proposed changes provide more flexibility to BMID in the use of its water rights, transfer retail service responsibility to the City for all properties within the City, and discontinue a regular payment system from the City to BMID originally intended to develop a water source that BMID would provide to the City. The amendment enables the City and BMID to negotiate the terms of a water source development project in the future, should the agencies so desire.

The BMID Board of Directors is scheduled to act on the proposed amendment at its December board meeting.

RMC 18.24.050 codifies the connection fees paid by new connections to the City's water system. These fees represent the new user's payment for the water system capacity in the form of treatment plants, pump stations, and storage reservoirs that are of general benefit and needed to support their use. At present, the code includes a higher fee for new connections in Badger Mountain South to fund the City's partnership with BMID. If this item is approved, staff intends to propose a code amendment for Council's consideration that would reduce connection fees for the Badger Mountain South area to match those used throughout the rest of the City.

Staff recommends adoption of Resolution No. 2023-178.

Fiscal Impact:

This action de-obligates a funding obligation between the City and Badger Mountain Irrigation District (BMID) for connection fees, which has resulted in payments to BMID by the City of approximately \$35,000 annually, on average (based on the most recent 3-year periods), which has been funded through fee collections at building permit issuance.

Attachments:

1. Resolution No. 2023-178
2. Second Amendment to COR-BMID Retail Water Service Agreement

RESOLUTION NO. 2023-178

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A SECOND AMENDMENT TO THE RETAIL
WATER SERVICE AREA AGREEMENT WITH THE BADGER
MOUNTAIN IRRIGATION DISTRICT.**

WHEREAS, on October 8, 2009, the City and Badger Mountain Irrigation District (BMID) entered into a Retail Water Service Area Agreement committing to cooperate in the development of Badger Mountain South (*see* Richland Contract No. 98-09); and

WHEREAS, on March 22, 2012, the City and BMID entered into an amended and supplemented Retail Water Service Area Agreement (“Amended Agreement”) changing the approach to serving the Badger Mountain South area; and

WHEREAS, in August 2012, the City and BMID entered into Amendment No. 1 to the Amended Agreement establishing a temporary operating partnership addressing the needs of both agencies; and

WHEREAS, development in Badger Mountain South and in the BMID’s service area have caused the agencies to seek changes to the terms of the Amended Agreement; and

WHEREAS, the City’s best interests are served by aligning its relationship with BMID with the City’s established service area policies and water resource needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Second Amendment to the Retail Water Service Area Agreement with the Badger Mountain Irrigation District.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AMENDMENT NO. 2 TO THE
RETAIL WATER SERVICE AREA AGREEMENT
BETWEEN
BADGER MOUNTAIN IRRIGATION DISTRICT
AND
CITY OF RICHLAND**

This Second Amendment to the 2012 Retail Water Service Area Agreement is made and entered on this ____ day of December, 2023 by and between the **City of Richland**, a Washington municipal corporation (hereafter the “City”), and the **Badger Mountain Irrigation District**, a Washington municipal corporation and special purpose district (hereafter “BMID”). City and BMID are referred to collectively herein as the Parties.

I. RECITALS

WHEREAS, the City and BMID entered into a Retail Water Service Area Agreement on October 8, 2009 establishing retail service areas and committing to cooperation in development of the Badger Mountain Urban Growth Area (the “2009 Agreement”); and

WHEREAS, on March 22, 2012, City and BMID entered into an amended and supplemented Retail Water Service Area Agreement (the “2012 Agreement”) that revised retail service areas and established terms of wholesale water supply between the Parties. The 2012 Agreement did not supersede the 2009 Agreement; and

WHEREAS, in August 2012, City and BMID entered into Amendment No. 1 to the 2012 Agreement (hereafter “Amendment No. 1”) to establish a temporary operating partnership addressing the needs of each agency; and

WHEREAS, Amendment No. 1 will terminate on a future date determined by the City and noticed to BMID in writing, and upon such termination Amendment No. 1 will have no further legal force or effect; and

WHEREAS, the City and BMID wish to further amend the 2012 Agreement to reflect updated operating needs and plans for the development of their respective systems.

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

II. AMENDMENTS TO THE 2012 AGREEMENT

1. Section 5.1 of the 2012 Agreement is hereby replaced in its entirety with the following paragraph:

5.1 The Parties will develop two (2) interties. One intertie will provide City water to BMID on an emergency basis (hereinafter referred to as the “City Source Intertie”). The second

intertie will provide BMID potable water supply to the City (hereinafter referred to as the “BMID Source Intertie”).

2. Section 5.2 and Subsections 5.2.1 and 5.2.2 of the 2012 Agreement are hereby replaced in their entirety with the following paragraphs:

5.2 City will construct an extension of City’s potable water system across BMS from the City’s water storage reservoir near Dallas Road and I-182 to the City Source Intertie located near the intersection of Allison Way and Morningside Drive. The City Source Intertie shall be operated as a wholesale water supply to BMID as described in Amendment No. 1 until such time as City terminates Amendment No. 1 by providing written notice to BMID. After termination of Amendment No. 1, the City Source Intertie shall be operated as an emergency intertie only.

5.2.1 During the term of Amendment No. 1, BMID may purchase water from City to provide sufficient volume and pressure to portions of the BMID Water Pressure Zone 3 which are located outside existing city limits. City will allow BMID to use utility easements or other available easements to install delivery lines from city water lines to the Zone 3 properties located outside existing city limits.

5.2.2 After City terminates Amendment No. 1, BMID may purchase water during system emergencies. A system emergency is defined as an unanticipated condition in which the system’s sources of supply or distribution system cannot meet the system demands. City’s Water Manager may authorize opening of the emergency intertie to BMID so long as such use does not compromise City’s ability to meet its own service needs. City’s Water Manager may deny use of the emergency intertie, after consulting with the City Public Works Director, if City determines, in its sole discretion, that activating the intertie would compromise City’s ability to meet its own service needs. If authorization to use the intertie is granted, City shall operate the valves activating the intertie supply. BMID shall pay for water used through the City Source Intertie at commercial rate for water consumption only, with no base meter charge.

3. Section 5.4 of the 2012 Agreement is hereby replaced in its entirety with the following paragraph:

5.4 Once the 1006 ERU total set forth in section 11.1.1 is reached, with 1006 ERUs supplied by City water, City may purchase water at BMID wholesale rates to supply the BMS development up to a maximum of 1006 additional ERUs, with the balance of BMID-Water Permit No. CG4-28960P, which includes G4-24119C, G4-25178C, G4-27884P and G4-28960P, to be utilized by BMID generally to meet its duty to serve customers, including continued BMID build out. The instantaneous rate available to City shall not exceed 200 gallons per minute. City will have operational control over the amount and timing of water purchases from the BMID Source Intertie, except that City’s water purchases from BMID may not begin until after City terminates Amendment No. 1. City’s selection of water sources to serve the BMS development at any given time will be determined by City using criteria which may include cost, water quantity, customer service, and operational priorities; provided, however, that City shall provide reasonable advance notice of selections that may require

significant changes in the operation of the Interties described in Section 5.1. City shall pay the cost of the materials and equipment to construct and install the Interties, and to extend the water line within BMS to the Intertie locations. The BMID Source Intertie shall be owned, operated, and maintained by BMID. All potable water facilities on the BMID side of the BMID Source Intertie shall be owned, operated and maintained by BMID. The lines and facilities, including a planned pump station, located on the City side of the BMID Source Intertie shall be owned, operated and maintained by City.

4. Section 9.1 of the 2012 Agreement is hereby replaced in its entirety with the following paragraph:

9.1 City shall be the retail potable water supplier to all areas within BMS and other areas annexed into the City, including the Reata Ridge subdivision. The Reata Ridge subdivision shall remain in the BMID retail service area until the date established by City for the transfer of this area to city service. City shall provide BMID no less than 365 days' written notice of its intent to transfer service of Reata Ridge (the "Reata Ridge Termination Date"). Prior to the transfer of service, City shall make such system improvements within Reata Ridge as are needed to activate city-supplied service to the entire subdivision. City shall also relocate the City Source Intertie as may be necessary to activate city service to the Reata Ridge subdivision and maintain intertie service to BMID. City and BMID shall coordinate the cutover of customers from BMID to City after the designated Reata Ridge Termination Date, including removal and replacement of meters for each service. BMID will retain ownership of the replaced meters after they are replaced.

5. Section 9.2 of the 2012 Agreement is hereby replaced in its entirety with the following sentence:

9.2 Effective as of the date of this Amendment No. 2 to the 2012 Agreement, BMID shall be the retail potable water supplier to all development that is located outside the City's existing Urban Growth Area and within BMID's state-authorized service area. Any future changes to the service area boundaries between the City and BMID shall be accomplished by an agreement approved by each agency's governing body.

6. Subsection 10.2.1 of the 2012 Agreement is hereby replaced in its entirety with the following paragraph:

10.2.1 During the term of Amendment No. 1, the rate provisions of Amendment No. 1 shall govern billing for BMID water purchases. After Amendment No. 1 is terminated, BMID shall pay for emergency water use through the City Source Intertie as provided in Subsection 5.2.2 herein.

7. Subsection 11.1.1 of the 2012 Agreement is hereby replaced in its entirety with the following paragraph:

11.1.1 City will pay \$192 for each additional ERU developed in BMS, provided, however, that once a total of 1006 ERUs is reached, City shall make no further payments based

on BMID's acknowledgement that payments made under this Subsection have been sufficient to require BMID to supply up to 1006 ERU's in water from the water rights identified in Section 5.4 herein. If, in the future, the Parties decide to develop a larger source dedicated to City's use, the Parties will separately negotiate the development terms for the source capacity above and beyond the 1006 units provided in Section 5.4.

8. Section 13.2 of the 2012 Agreement is hereby replaced in its entirety with the following sentence:

13.2 Representative of BMID. The BMID District Manager shall be the designated person with overall responsibility in connection with administering the 2012 Retail Water Service Area Agreement and any amendments thereto on behalf of BMID.

9. Section 14.1 is amended to update notice addresses as follows:

To: BMID: Colby Getchall
District Manager
Badger Mountain Irrigation District
87525 E. Reata Road
Kennewick, WA 99338
E-Mail: bmidmanager@badgermountainirrigation.com

With a copy to: James L. Buchal
P.O. Box 86620
Portland, OR 97286
E-mail: jbuchal@mbllp.com

To: City of Richland: Jon Amundson
City Manager
City of Richland
625 Swift Blvd., MS-04
Richland, WA 99352
Facsimile: (509) 942-7379
Email: jamundson@ci.richland.wa.us

With a copy to: Heather Kintzley
City Attorney
City of Richland
625 Swift Blvd., MS-07
Richland, WA 99352
Facsimile: (509) 942-7689
Email: hkintzley@ci.richland.wa.us

10. Except as expressly amended and modified by this Amendment, the 2009 Agreement as amended by the 2012 Agreement and Amendment No. 1 is and shall continue to be in full force and effect in accordance with the terms thereof.

11. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.

IN WITNESS WHEREOF, and with intent to be legally bound, the Parties hereto have set forth their signatures as of the date first written above.

CITY OF RICHLAND

BADGER MOUNTAIN IRRIGATION DISTRICT

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____
Geoff Clark, President

ATTEST:

ATTEST:

By: _____
Jennifer Rogers, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-179, Approving 2024 Hotel/Motel Lodging Tax Funding Awards

Department/Office
City Manager

Ordinance/Resolution Number:
2023-179

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-179, approving the 2024 Hotel/Motel Lodging Tax Fund Awards and authorizing the City Manager to sign and execute the necessary agreements.

Summary:

The Lodging Tax Advisory Committee (LTAC) met on October 26, 2023 to review applications received for 2024 Hotel/Motel Funding Awards. After review and discussion, final recommendations to the Council are outlined below. Additional information can be found in Exhibit A of Resolution No. 2023-179.

First Two Percent (Marketing)

Allied Arts Association Art in the Park - \$12,000
Columbia Basin BMX - \$7,000
City of Richland 2024 Ironman - \$66,610
City of Richland 2024 Winter Wonderland - \$4,000
Northwest Power Boat Association Richland Regatta - \$16,500
Red Mountain Event Center - Tri-City Raceway - \$30,000
Richland Chamber of Commerce Cool Desert Nights - \$20,000
The Rude Mechanicals, Shakespeare in the Park - \$2,400
Special Olympics Washington Fall Games - \$10,000
Three Rivers Folklife Society Tumbleweed Festival - \$6,000
Three Rivers Ultimate Frisbee Hanford Howl Tournament - \$8,000
Tri-Cities Sunrise Rotary See3Slam - \$15,000
Tri-Cities Tap Trail Map and Beer - \$3,000
Visit Tri-Cities Ironman Media Production and Marketing - \$25,000

Second two Percent (Capital Projects)

City of Richland Economic Development - Business Districts Revitalization - \$60,000
Columbia Basin BMX - \$40,000
Red Mountain Event Center/TC Raceway - \$40,000

Staff recommends adoption of Resolution No. 2023-179.

Fiscal Impact: \$225,510 in funding awards is proposed from the first 2% of available funds, leaving an estimated fund balance of \$479,507. \$140,000 in funding awards is proposed from the second 2% of available funds, leaving an estimated fund balance of \$634,769.

Attachments:

I. Resolution No. 2023-179

RESOLUTION NO. 2023-179

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING THE DISTRIBUTION OF 2024 HOTEL/MOTEL TAX
FUNDS.**

WHEREAS, pursuant to RCW 67.28.1817, Richland City Council established a reserve, funded through a tax on lodging, to be used to promote or increase tourism; and

WHEREAS, an estimated \$705,017 from the first two percent (2%) of funds (marketing projects) and \$774,769 from the second two percent (2%) of funds (capital projects) is available to be awarded in the 2024 funding cycle, for a total fund balance of \$1,479,786; and

WHEREAS, the City received applications for projects to be considered by the Lodging Tax Advisory Committee (LTAC) and City Council for funding; and

WHEREAS, at its October 26, 2023 meeting, the Lodging Tax Advisory Committee provided a positive recommendation to allocate a total of \$365,510 toward projects that have been determined eligible as described in **Exhibit A**, attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute funding agreements with applicants as detailed in **Exhibit A**.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

2024 HOTEL/MOTEL FUNDING REQUESTS

Exhibit A to Resolution No. 2023-179

First 2% Available Funds as of 10/25/2023 = \$705,017

ORGANIZATION	PROPOSED USE OF MONEY	2023 ALLOCATION	2024 REQUEST	2024 RECOMMENDATION
Allied Arts Association	Art in the Park	\$8,000.00	\$12,000.00	\$ 12,000.00
Columbia Basin BMX	National Event Proposal	\$0.00	\$10,000.00	\$ 7,000.00
City of Richland - Parks & Recreation	Ironman	\$0.00	\$66,610.00	\$ 66,610.00
City of Richland - Parks & Recreation	Winter Wonderland	\$3,500.00	\$4,000.00	\$ 4,000.00
North American Talk	Tourism Content Marketing in WA State	\$0.00	\$28,000.00	\$ -
Northwest Powerboat Association	Richland Regatta	\$0.00	\$18,500.00	\$ 16,500.00
Red Mountain Event Center - TC Raceways	Apple Cup and Fall Classic	\$15,000.00	\$30,000.00	\$ 30,000.00
Richland Chamber of Commerce	Cool Desert Nights	\$0.00	\$20,000.00	\$ 20,000.00
Special Olympics of Washington	Special Olympics Washington Fall Games	\$10,000.00	\$10,000.00	\$ 10,000.00
The Rude Mechanicals	Shakespeare in the Park	\$1,500.00	\$2,400.00	\$ 2,400.00
Three Rivers Folklife Society	Tumbleweed Music Festival	\$5,000.00	\$6,000.00	\$ 6,000.00
Three Rivers Ultimate Frisbee	Hanford Howl Tournament	\$0.00	\$8,000.00	\$ 8,000.00
Tri-Cities Sunrise Rotary	SEE3SLAM, 3 on 3 Basketball Tournament	\$10,000.00	\$15,000.00	\$ 15,000.00
Tri-Cities Tap Trail	Tap Trail Map and Beer Festivals	\$0.00	\$10,000.00	\$ 3,000.00
Visit Tri-Cities	Ironman Media Production and Marketing	\$0.00	\$25,000.00	\$ 25,000.00
Total Requested			\$265,510.00	\$225,510.00
Balance				<u>\$479,507.00</u>

Second 2% Available Funds as of 10/25/2023 = \$774,769

ORGANIZATION	PROPOSED USE OF MONEY	2023 ALLOCATION	2024 REQUEST	2024 RECOMMENDATION
City of Richland - Economic Development	Business Districts Revitalization Project	\$60,000.00	\$60,000.00	\$ 60,000.00
Columbia Basin BMX	Starting Gate Replacement	\$0.00	\$35,000.00	\$ -
Columbia Basin BMX	Redesign and Build Dirt Tracks	\$0.00	\$25,000.00	\$ 25,000.00
Columbia Basin BMX	Track Lighting Upgrade	\$0.00	\$15,000.00	\$ 15,000.00
Red Mountain Event Center/TC Raceway	Phase 1 Improvements	\$0.00	\$109,451.00	\$ 40,000.00
Richland Babe Ruth Baseball Fields	Rebuild Bullpens & Install Batting Cages	\$0.00	\$19,400.00	\$ -
Total Requested			\$263,851.00	\$140,000.00
Balance				<u>\$634,769.00</u>



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-180, Adopting the City of Richland 2024-2026 Strategic Plan

Department/Office
City Manager

Ordinance/Resolution Number:
2023-180

Document Type:
Resolution

Recommended Motion:

Approve Resolution 2023-180, adopting the City of Richland 2024-2026 Strategic Plan.

Summary:

In 2022, City staff began the process of creating a new strategic plan. This process included engagement with a consultant, Craig Rapp, and involved a number of stakeholder engagements, including a community survey, focus groups, staff survey, Council interviews, and a strategic planning retreat involving Council and the Executive Leadership Team.

The year-long process resulted in the development of 5 Strategic Priorities: High-Performance Government, Financial Sustainability, Focused Development, Quality of Life, and Engaged Workforce.

Each priority has a series of strategic initiatives that will help achieve the specified desired outcome. The plan encompasses 2024-2026 and is intended to communicate Council's priorities, support staff in achieving desired outcomes, and provide transparency to citizens about the City's short and long-term goals.

Staff recommends adoption of Resolution No. 2023-180.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-180
2. Strategic Planning Timeline
3. 2024-2026 Strategic Plan & Report

RESOLUTION NO. 2023-180

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2024-2026 STRATEGIC PLAN.**

WHEREAS, the City of Richland regularly reviews and updates its Strategic Plan, with the last update occurring in 2018; and

WHEREAS, with assistance from the Rapp Consulting Group, Richland City Council and staff worked diligently in 2023 to develop an updated Strategic Plan which outlines goals for 2024-2026; and

WHEREAS, this collaborative effort resulted in the identification of five (5) new Strategic Priorities as follows:

- High-Performance Government: Operations that support reliable service delivery
- Financial Sustainability: A fiscally responsible community
- Focused Development: Development that meets community needs
- Quality of Life: Maintain/enhance quality of life
- Engaged Workforce: A capable, dedicated workforce; and

WHEREAS, the five new Strategic Priorities are the issues of greatest importance to the City of Richland over the next three years, and are used to establish outcomes, targets, and strategic initiatives that result in planning and actions that align with the City's Vision, Mission and Values; and

WHEREAS, the 2024-2026 Strategic Plan will communicate Council's priorities, support staff in achieving desired outcomes, and provide transparency to citizens about the City's short and long term goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City Council hereby adopts the 2024-2026 Strategic Plan.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

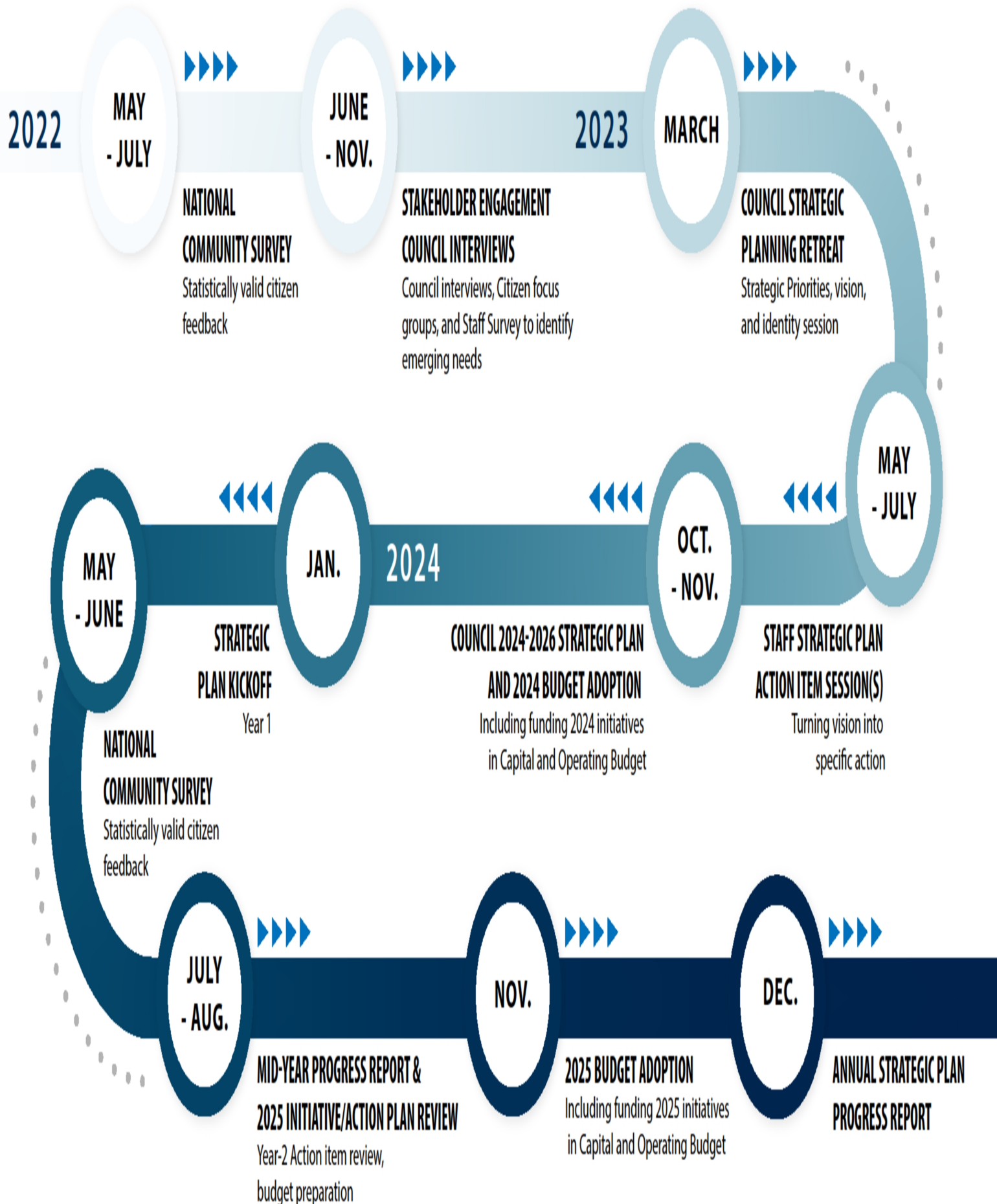
Approved As To Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



STRATEGIC PLANNING TIMELINE





2024 – 2026

STRATEGIC PLAN

AUGUST 2023





RAPP CONSULTING GROUP

RE: 2024-2026 Strategic Plan – City of Richland

Dear Mayor Christensen,

On behalf of the Rapp Consulting Group team, I am pleased to present the 2024-2026 Strategic Plan and Summary Report to the City of Richland. The plan reflects the organization's priorities, commitment to measurable results and the delivery of quality services.

It has been a pleasure assisting the City of Richland with this important project. The City Council displayed clear thinking, dedication, and focused effort.

We particularly wish to thank City Manager Jon Amundson and Assistant City Manager Drew Florence for their help and support during the process.

Yours truly,

Craig R. Rapp
President

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EXECUTIVE SUMMARY

From June 2022 through July 2023, the City of Richland engaged in a strategic planning process. The process yielded a strategic plan covering 2024-2026.

The plan consists of five **strategic priorities** — the issues of greatest importance to the City of Richland over the next three years. Associated with each priority is a set of **desired outcomes, key outcome indicators,** and **performance targets**, describing expected results and how the results will be measured. The plan also includes **strategic initiatives** that will be undertaken to achieve the targeted outcomes.

The planning effort began with an examination of the operating environment, consisting of an environmental scan, a community survey, an internal stakeholder survey, a set of focus groups, City Council interviews, a SWOT analysis, and an effective governance session.

On March 24, 2023, the City's leadership team held a full day strategic planning session. They developed a set of priorities, key outcomes, performance targets, and reviewed the organization's vision, mission, and values.

Based upon those priorities, the City's management team met on April 27, 2023 to identify a set of strategic initiatives and develop detailed action plans. The strategic priorities, key outcome indicators, performance targets and strategic initiatives are summarized here and on the following page.



strategy

The Plan

Five Strategic Priorities

- 1 HIGH-PERFORMANCE GOVERNMENT
- 2 FINANCIAL SUSTAINABILITY
- 3 FOCUSED DEVELOPMENT
- 4 QUALITY OF LIFE
- 5 ENGAGED WORKFORCE

STRATEGIC PLAN SUMMARY 2024–2026

City of Richland

Strategic Priority	Desired Outcome	Key Outcome Indicator	Target	Strategic Initiatives
High-Performance Government <i>Operations that support reliable service delivery</i>	Enhanced community engagement	- Increased public trust - Well-informed stakeholders - Input received on significant city issues	- 5 % increase in overall confidence in the City 2023-2026 - 5% increase in residents feeling informed on issues by 2026 - New Communications Plan implemented by 2026 - 5% increase in the feeling that the City is open and transparent by 2026	a) Redesign website b) Develop a city-wide Communications Plan c) Implement a Community Meeting Program d) Develop and implement organizational key performance indicators (KPIs) e) Create a Legislative Advocacy Program f) Upgrade utility billing portal
	Improved operational performance	- Improvement in key process performance	- 100% of departmental KPI's established by 2025 - 5% increase in quality of utility billing rating before 2026	
	Strengthened partnerships	- New partnerships formed - Amended partnership agreements - # of legislative trips	- Complete 3 legislative trips (2 state, 1 federal) annually between 2024-2026 - One new major joint venture project achieved by 2026	
Financial Sustainability <i>A fiscally responsible community</i>	Ability to finance infrastructure and capital needs	- Funding-to-need ratio - % of capital needs funded - Rolling average	- A comprehensive Asset Management Plan in place by 2026	a) Implement the Asset Management and Work Order system b) Establish a long-term revenue and reserve forecasting model c) Develop and maintain robust financial policies d) Actively seek grant opportunities e) Create a commercial tax initiative strategy
	A diverse revenue base	- # of new revenue sources	- TBD grant applications submitted during FY 2025 - TBD new development incentives by 2026	
	Well-managed resources	- Budget-to-actual ratio - Year-end fund balance/surplus - # of financial policies published	- Maintain or improve reserves - all operating funds - 100% of best practices identified and subsequent policies published by year end 2024	
Focused Development <i>Development that meets community needs</i>	Increased housing availability	- # of new attainable units	- 4% increase of new housing units by 2026 - 5% of new attainable housing units by 2026	a) Create and implement infill and redevelopment strategies in the CBD b) Create a plan to enhance public investment in the CBD c) Develop an attainable housing strategy d) Develop a plan to recruit targeted energy industries e) Focused recruitment strategy for clean energy jobs
	A vibrant downtown	- # of new housing units - CBD public realm investments	- 5% annual growth of new housing units in the CBD 2024-2026 - Increase \$ spent in CBD by 10% by 2026 - Increase in cumulative event attendance by 10% by 2026	
	Northwest Advanced Clean Energy Park initiated	- # of requests of information	- Increase number of requests for information (RFI) by 5% by 2026	
Quality of Life <i>Maintain / enhance quality of life</i>	Increased feeling of safety in the community	- % of community reporting feeling safe - Change in crime rate	- 5% increase in overall safety by 2026 - Crime #'s at or below state average annually	a) Develop an integrated Community Safety Plan b) Advance implementation of the Complete Streets Policy as codified in RMC12.06 c) Develop a park, trail, and public facilities strategy d) Create an enhanced Community Event and Entertainment Program
	Improved pedestrian and bicycle mobility	- Ease of walking and travel by bicycle rating	- Increase rating for ease of walking and travel by bicycle by 5% by 2026 - 3% increase in quality of the parks, facilities, paths, and walking trails by 2026	
	Enhanced recreational opportunities	- # of signature events	- Increase signature events by 3 from 2024-2026	
Engaged Workforce <i>A capable, dedicated workforce</i>	A well-trained workforce	- Training goals met - Training completed	- 100% of employees completing required/core training by 2026	a) Develop and implement a Workforce Development Plan b) Implement COR Leadership Development Program c) Develop an Employee Engagement Plan d) Create an Employee Recruitment and Retention Program
	Staff capacity to meet service demands	- Authorized strength - Retention rate	- Maintain => authorized strength	
	Improved leadership capabilities	- Internal hiring rate management	- => 75% of all management hires are from within organization	



OUR VISION

Richland, a dynamic city built on a foundation of leading technology, extensive natural resources, diverse recreational amenities, and a supportive business climate. The City is safe, vibrant, and family-friendly. The community you'll want to call home.



OUR MISSION

The City of Richland is responsible for furnishing cost-effective services and well-maintained facilities, safeguarding the public and property, enhancing the community's favorable quality of life, protecting Richland's natural environment, and sustaining a healthy, growing economy.



OUR VALUES

Teamwork

We will work together, demonstrating collaboration through mutual reliability, openness, and flexibility to accomplish our goals.

Integrity

We will demonstrate an uncompromising allegiance to the core values of honesty, respect for others, loyalty, consistency, accountability, and sincerity.

Excellence

We will deliver a superior level of commitment, responsiveness, performance, and provision of services to all, with the attitude that everything is worth our best effort.

Reviewing the Environment, Setting Strategic Priorities

An important part of the strategic planning process is a review of the current operating environment and an evaluation of the challenges confronting the community. This was accomplished via a SWOT analysis—a process that examines the organization’s internal strengths and weaknesses, as well as the opportunities and threats in the external environment. To facilitate this, a SWOT questionnaire was distributed to the City Council and senior staff in advance of the planning session. Using the SWOT data, a small group review process revealed the most frequently mentioned characteristics in each area.

STRENGTHS

- Service delivery
- Parks
- Special events

WEAKNESSES

- Communications/education (AMI, permits, consistent, multi-channel citizen communications)
- More diverse, enhanced events
- Customer service
- Tools to enable inter-departmental collaboration for consistent, comprehensive engagement

SWOT Analysis

- Citizen engagement
- Promote diverse economic development
- Provide more services
- Recruit and retain top talent
- Enhance and further develop City brand

OPPORTUNITIES

- Affordable housing
- Support for public safety (community education)
- Managing development & re-development
- Cost escalation/funding
- Tax implications

THREATS

STAKEHOLDER FEEDBACK

The strategic planning process included stakeholder feedback, both internally and community-based. This was done to collect information on community needs and expectations on a variety of issues, as well as organizational issues that impact service delivery. This provided useful information to the City Council, helping them make informed choices.

Stakeholder engagement included:

- A survey of internal stakeholders, including employees
- A community-wide survey conducted by the National Research Center at POLCO
- A series of focus groups, representing a cross section of the community, including Richland Board/Committee/Commission members

Internal Survey Results

A survey of internal stakeholders was conducted in November and December of 2022.

KEY TAKEAWAYS

- The majority of the respondents were full-time non-supervisory staff (65%), followed by full time supervisory staff (28%) and part time, seasonal, or temporary staff (6%).
- 91% identified the quality of services in Richland as Excellent or Good, and 90% identified the overall quality of life in Richland as Excellent or Good.
- Respondents identified high and medium priorities for Richland for the next three years. Responses included public safety (97%), financial sustainability (94%), infrastructure (92%), economic development (87%), recruiting of city staff (84%), and affordability/cost of living (82%).
- Respondents were very positive about working for the City of Richland. Respondents strongly or somewhat agreed with the following statements:
 - I am likely to stay with Richland for another year (88%).
 - I would apply to this position again (86%).
 - I would recommend working at Richland to friends (83%).



National Community Survey Results

A community-wide survey was conducted May 2 to July 8, 2022, as part of the strategic planning process. POLCO, a nationally recognized community engagement firm, was hired to deploy their National Community Survey®, a survey used in cities throughout the United States. The survey questions explored the quality of city services, quality of life in Richland, opportunities for improvement, and priorities for the future.

KEY TAKEAWAYS

- Richland's economy is a strong community feature. The majority of respondents indicated Richland's overall economic health either Good or Excellent (77%), and 74% indicated there are quality businesses and establishments.
- Many aspects of Richland's community design received positive reviews, but residents identify some potential areas of opportunity for the City. 8 in 10 residents identified their neighborhood as a good or excellent place to live. 6 in 10 residents positively rated the overall design and appearance of Richland. The land use, planning, zoning, code enforcement, lack of affordable housing were identified as areas of opportunity.
- Most residents feel a strong sense of safety in Richland. 73% of residents positively rated the overall feeling of safety. Additionally:
 - 93% feel safe in their neighborhood during the day.
 - 90% feel safe in Richland's downtown/commercial area.
 - 72% feel safe from violent crime and 63% feel safe from property crime.
- Residents appreciate Richland's natural environment and recreational opportunities. 8 in 10 residents gave Good or Excellent ratings to city parks, availability of walking paths and trails, fitness opportunities and the overall quality of parks and recreation.



Focus Group Results

Focus groups were conducted on November 7, 2022 by the Rapp Consulting Group (RCG). Participants included residents from several groups including: the business community, newer residents, long-term residents, boards, commissions, and committee chairs, and those able to speak to quality of life in Richland.

These Focus Groups were used to gather in-depth information about the community's thoughts and opinions about a designated topic. The interactions enabled participants to ask questions of each other, as well as to re-evaluate and reconsider their own understandings of their specific experiences.

As the facilitator, the RCG gathered information in an impartial and confidential manner, managed the pace of the discussion, and ensured that everyone had a chance to participate.

KEY TAKEAWAYS

- Public safety was a major theme for the focus groups. Although many participants feel that they are safe now, there are concerns that this will change as the City grows. Neighboring cities are seeing more crime and there is concern that it may come to Richland. Panhandling is more visible and now there are people outside of all the major stores. Overall response times are good (although the ability to recruit police officers was a concern), and public safety personnel are seen as friendly and helpful. Speeding was an issue discussed at length in several groups.
- Economic development and the “Downtown” were discussed by several groups, with different perspectives. Some identified The Parkway as being downtown-ish and wanted more of an emphasis on development in the central/core Richland area. Many wanted to create a mixed-use development with retail, restaurants and housing that would have a downtown-like appeal. Many participants saw the need to retain younger residents tied to an urban environment with amenities within walking distance. Zoning requirements are seen as out of date, especially parking requirements, and those that impact the affordability of infill development.



KEY TAKEAWAYS CONTINUED

- The importance of good schools was mentioned by all groups. The schools are good, and the kids tend to have very educated and involved parents, according to all the groups. Participants noted that it's also an advantage to have WSU Tri-Cities in the area, but some noted that there should be more trade schools available in the area to support different career paths. There was also concern about whether the schools would be able to keep up with growth.
- Housing is a concern as home prices continue to rise, which impacts recruitment for area companies. A diversity of housing to accommodate more than wealthy residents was discussed repeatedly as a need. Zoning should allow more creative housing solutions and is seen as exclusionary at times.
- Infrastructure was seen as needing improvement. While some were aware of the five-year improvement plan, there was a desire to prioritize improvements now and not just in the future. Participants also noted inconsistency in road conditions, sidewalks, etc., depending on what part of Richland you are in. The lack of sidewalks on both sides of the street was seen as an important safety concern, especially for children walking to school and residents with disabilities.
- Strengths mentioned were city services on one bill, parks, area amenities including the river, the library, area medical care, and community events.
- Opportunities for improvement plowing of snow, siloed city departments, and the need for more rental housing. Residents would like more amenities, such as Bend, OR or Yakima, and encouraged collaboration between the Tri-Cities to explore options.



STRATEGIC PRIORITY 1

High-Performance Government



Outcome

Enhanced community engagement

Key outcome indicator

Increase public trust; well-informed stakeholders; input received on significant city issues

Target

5 % increase in overall confidence in the city 2023-2026; 5 % increase in residents feeling informed on issues by 2026; New communications plan implemented by 2026; 5 % increase in the feeling that the City is open and transparent by 2026

Outcome

Improved operational performance

Key outcome indicator

Improvement in key process performance

Target

100% of departmental KPI's established by 2025; 5 % increase in utility billing rating before 2026

Outcome

Strengthened partnerships

Key outcome indicator

New partnerships formed; amended partnership agreements; # of legislative trips

Target

Complete 3 legislative trips (2 state, 1 federal) annually between 2024-2026; one new major joint venture project achieved by 2026

STRATEGIC INITIATIVES

- a. Redesign website
- b. Develop a city-wide Communications Plan
- c. Implement a Community Meeting Program

- d. Develop and implement organizational key performance indicators (KPIs)
- e. Create a Legislative Advocacy Program
- f. Upgrade utility billing portal

STRATEGIC PRIORITY 2

Financial Sustainability



Outcome

Ability to finance infrastructure and capital needs

Key outcome indicator

Funding-to-need ratio; % of capital needs funded; rolling average

Target

A comprehensive Asset Management Plan in place by 2026

Outcome

A diverse revenue base

Key outcome indicator

of new revenue sources

Target

TBD grant applications submitted during FY 2025; TBD new development incentives by 2026

Outcome

Well-managed resources

Key outcome indicator

Budget to actual ratio; year-end fund balance/surplus; # of financial policies published

Target

Maintain or improve reserves – all operating funds; 100% of best practices identified and subsequent policies published by year end 2024

STRATEGIC INITIATIVES

- Implement the Asset Management and Work Order system
- Establish a long-term revenue and reserve forecasting model

- Develop and maintain robust financial policies
- Actively seek grant opportunities
- Create a commercial tax initiative strategy

STRATEGIC PRIORITY 3

Focused Development



Outcome

Increased housing availability

Key outcome indicator

of new attainable units

Target

4% increase of new housing units by 2026; 5% of new attainable housing units by 2026

Outcome

A vibrant downtown

Key outcome indicator

of new housing units; CBD public realm investments

Target

5% annual growth of new housing units in the CBD 2024-2026; Increase \$ spent in CBD by 10 % by 2026; Increase in cumulative event attendance by 10% by 2026

Outcome

Northwest Advanced Clean Energy Park initiated

Key outcome indicator

of requests of information

Target

Increase number of requests for information (RFI) by 5% by 2026

STRATEGIC INITIATIVES

- Create and implement infill and redevelopment strategies in the CBD
- Create a plan to enhance public investment in the CBD
- Develop an attainable housing strategy
- Develop a plan to recruit targeted energy industries
- Focused recruitment strategy for clean energy jobs

STRATEGIC PRIORITY 4

Quality of Life



Outcome

Increased feeling of safety in the community

Key outcome indicator

% of community reporting feeling safe; change in crime rate

Target

5% increase in overall safety by 2026; crime #'s at or below state average annually

Outcome

Improved pedestrian and bicycle mobility

Key outcome indicator

Ease of walking and travel by bicycle rating

Target

Increase rating for ease of walking and travel by bicycle by 5% by 2026; 3 % increase in quality of the parks, facilities, paths, and walking trails by 2026

Outcome

Enhanced recreational opportunities

Key outcome indicator

of signature events

Target

Increase signature events by 3 from 2024-2026

STRATEGIC INITIATIVES

- Develop an integrated Community Safety Plan
- Advance implementation of the Complete Streets Policy as codified in RMC 12.06

- Develop a park, trail, and public facilities strategy
- Create an enhanced Community Event and Entertainment Program

STRATEGIC PRIORITY 5

Engaged Workforce



Outcome

A well-trained workforce

Key outcome indicator

Training goals met; training completed

Target

100% of employees completing required/core training by 2026

Outcome

Staff capacity to meet service demands

Key outcome indicator

Authorized strength; retention rate

Target

Maintain $\geq$ authorized strength

Outcome

Improved leadership capabilities

Key outcome indicator

Internal hiring rate management

Target

$\geq$ 75 % of all management hires are from within organization

STRATEGIC INITIATIVES

- Develop and implement a Workforce Development Plan
- Implement COR Leadership Development Program

- Develop an Employee Engagement Plan
- Create an Employee Recruitment and Retention Program



STRATEGIC PLANNING PARTICIPANTS

The strategic plan was developed with the hard work and dedication of many individuals. The City Council led the way, taking time out of their schedules to commit to long-term thinking. They defined a direction and a set of outcomes that are important to the community stakeholders with whom they partner and serve.

The City's senior staff supported the City Council and offered an operations perspective as well as challenges to conventional thinking.

City Council

Terry Christensen, Mayor
Theresa Richardson, Mayor Pro Tem
Jhoanna Jones
Sandra Kent
Ryan Lukson
Shayne VanDyke
Ryan Whitten

Department Heads & Staff

Jon Amundson, City Manager
Joe Schiessl, Deputy City Manager
Drew Florence, Assistant City Manager
Brandon Allen, Finance Director
Hollie Alexander, Communications & Marketing Manager
Brigit Clary, Chief of Police
Laura Hester, Parks & Public Facilities Director
Tom Huntington, Fire Chief
Kerwin Jensen, Development Services Director
Heather Kintzley, City Attorney
Lacey Paulsen, Human Resources Director
Pete Rogalsky, Public Works Director
Clint Whitney, Energy Service Director

Consultants

Rapp Consulting Group
Craig Rapp
Cory Poris Plasch



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 2023-181, Authorizing a Grant Application to the Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Committee for a Traffic Safety Grant

Department/Office
Police

Ordinance/Resolution Number:
2023-181

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-181, authorizing staff to submit a grant application for a traffic safety grant from the Washington Association of Sheriffs and Police Chiefs (WASPC)'s Traffic Safety Committee, and to execute the documents necessary to accept the grant if the application is successful.

Summary:

The Washington Association of Sheriffs and Police Chiefs (WASPC)'s Traffic Safety Committee is accepting applications for traffic safety grants. These grants provide funding to law enforcement agencies for the purchase of traffic safety supplies such as radars, lidars, printers and scanners to issue traffic infractions.

Applications are being accepted from November 1, 2023 to December 22, 2023 for eligible agencies that participate in Impaired Driving and Speed HVE patrol.

The Richland Police Department is asking for authorization to apply for a traffic safety grant for 2024 funds, and to accept the grant if the application is successful.

Staff recommend adoption of Resolution No. 2023-181.

Fiscal Impact: None. No matching funds required.

Attachments:

I. Resolution No. 2023-181

RESOLUTION NO. 2023-181

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE WASHINGTON
ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (WASPC)
TRAFFIC SAFETY COMMITTEE FOR A TRAFFIC SAFETY
GRANT.**

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC), through its Traffic Safety Committee, has announced traffic grants opportunity effective November 1, 2023 to law enforcement agencies; and

WHEREAS, the Richland Police Department participates in impaired driving and speed HVE patrol and would be eligible for a 2024 traffic safety grant; and

WHEREAS, the grant funds are to be used for traffic safety supplies such as radars, lidars, scanners and printers for issuing traffic infractions; and

WHEREAS, the application deadline is December 22, 2023; and

WHEREAS, if awarded, the grant funding will allow the Richland Police Department to continue its emphasis on traffic safety and enforcement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit a grant application to the Washington Association of Sheriffs and Police Chiefs (WASPC) Traffic Safety Committee for a traffic safety grant.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute documents necessary to accept the grant if the application is successful.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution 2023-182, Authorizing a Memorandum of Understanding with Atlas Agro AG for Future Provision of Electric Service

Department/Office

Energy Services

Ordinance/Resolution Number:

2023-182

Document Type:

Resolution

Recommended Motion:

Adopt Resolution 2023-182, authorizing the City Manager to sign and execute a non-binding Memorandum of Understanding with Atlas Agro AG and to facilitate future actions necessary to provide retail electric service to Atlas Agro AG's industrial project.

Summary:

The purpose of this resolution and Council item is to establish a Memorandum of Understanding (MOU) between the City of Richland and its Energy Services Department (RES) with Atlas Agro AG (Customer). RES operates an electrical system and provides retail electric service to customers within and around the City. Atlas Agro AG seeks to develop an industrial project (Project) in the City and to secure timely retail electric service from the RES to construct, operate, and maintain the Project. The Project load is expected to be approximately 300MW and will require additional transmission and electrical infrastructure.

RES obtains transmission services from Bonneville Power Administration (BPA). RES obtains wholesale power services from BPA and other non-federal resources. RES is willing and able to provide electric service for the Project. In order to provide electrical service for the Project, BPA will have to construct transmission upgrades to its transmission network. To identify the effort and aligned intent, the City and Atlas Agro AG have determined to enter into a non-binding MOU to establish a foundation upon which future actions and definitive agreements may be taken.

The MOU identifies RES will be reimbursed for all costs and expenses in connection with negotiating the MOU and future definitive agreements. RES has submitted a BPA Line and Load Interconnection Request for transmission interconnection with the Project. The definitive agreements will include BPA Cost Allocation Agreements to reimburse RES for all costs to pay BPA for the transmission network upgrades needed to serve the Project. Other definitive agreements will include agreement of the parties on a wholesale power supply plan, a retail electric service agreement for electric service to the Project, and a financial security agreement to ensure none of the Project costs or financial risks will be shifted to RES' other ratepayers.

Staff recommends adoption of Resolution No. 2023-182.

Fiscal Impact:

There is no fiscal impact to the City and RES for the Memorandum of Understanding agreement. Atlas Agro AG will be responsible for costs associated with future definitive agreements for the project.

Attachments:

1. Resolution No. 2023-182
2. Draft Memorandum of Understanding with Atlas Agro AG

RESOLUTION NO. 2023-182

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH
ATLAS AGRO AG FOR FUTURE PROVISION OF ELECTRIC
SERVICE.**

WHEREAS, the City of Richland owns and operates an electric utility that provides retail electric service to customers located in and around the City of Richland; and

WHEREAS, Atlas Agro AG seeks to develop an industrial project (the “Project”) in or near the City of Richland; and

WHEREAS, Atlas Agro AG seeks to timely secure retail electric service from the City’s electric utility as needed to construct, operate, and maintain the Project; and

WHEREAS, the City is willing and able to provide such retail electric service to the Project; and

WHEREAS, in order for the City to provide retail electric service to the Project, the Bonneville Power Administration (BPA) must construct certain upgrades to its transmission network; and

WHEREAS, the City and Atlas Agro AG wish to negotiate the terms of certain definitive agreements pursuant to which the City will establish and provide retail electric service as needed by the Project; and

WHEREAS, in an effort to identify their aligned intent, the City and Atlas Agro AG have determined to enter into a non-binding Memorandum of Understanding to establish a foundation upon which future actions may be taken.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a non-binding Memorandum of Understanding with Atlas Agro AG to facilitate future actions necessary to provide retail electric service to Atlas Agro AG’s industrial project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Adopted 12/05/2023

Resolution No. 2023-182

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between Atlas Argo AG (“Customer”) and the City of Richland and its Energy Department (“RES”). Customer and RES may be referred to herein jointly as the “Parties” or individually as a “Party.”

Recitals

WHEREAS, RES owns and operates an electric system and provides retail electric service to customers located in and around the City of Richland; and

WHEREAS, Customer seeks to develop an industrial project (the “Project”) in or near the City of Richland; and

WHEREAS, Customer seeks to timely secure retail electric service from RES as needed to construct, operate, and maintain the Project; and

WHEREAS, RES is willing and able to provide such retail electric service to the Project; and

WHEREAS, In order to provide retail electric service to the Project, RES may have to construct certain RES interconnection facilities and make other upgrades to its electric system (“RES System Upgrades”); and

WHEREAS, In order for the Bonneville Power Administration (“BPA”) to deliver to RES the wholesale power needed for RES to provide retail electric service to the Project, BPA may also have to construct certain upgrades to its transmission network (“BPA Network Upgrades”); and

WHEREAS, The Parties wish to negotiate the terms of certain definitive agreements pursuant to which RES would establish and provide retail electric service as needed by the Project (the “Definitive Agreements”).

NOW, THEREFORE, the Parties agree as follows:

Terms

1. **Nonbinding.** This MOU is an agreement to negotiate in good faith the terms and conditions of those Definitive Agreements that the Parties agree are needed for RES to provide retail electric service to the Project. Nothing in this MOU shall be construed to create any binding obligation on either Party to: (i) execute any Definitive Agreements; (ii) execute any agreements with, or incur any financial obligation to, any persons who are not a Party hereto; (iii) complete any studies or RES System Upgrades; or (iv) complete the Project.

- a. Exception: Customer Payment Obligation is Binding. Notwithstanding the forgoing, the Parties each expressly acknowledge and agree that Customer's obligation to reimburse RES for certain costs and expenses incurred pursuant to this MOU as specifically set forth Section 3 shall be binding on Customer and enforceable by RES.
2. Term and Termination of MOU. This MOU shall become effective upon execution by both Parties (the "Effective Date"). This MOU shall end on the first to occur of: (i) the date that either Party gives written notice of termination of this MOU; or (ii) the date on which all Definitive Agreements have been executed by both Parties. Customer shall not be liable for reimbursing any costs incurred by RES after the expiration or termination of this MOU, except as may be provided in a Definitive Agreement. Notwithstanding the forgoing, all of Customer's cost-reimbursement obligations validly arising under Section 3 prior to the expiration or termination of this MOU shall survive until satisfied in full.
3. Reimbursement of RES Expenses. Customer agrees to reimburse RES for all costs and expenses reasonably and prudently incurred by RES in connection with negotiating and drafting this MOU and each of the Definitive Agreements (collectively, "Reimbursable Costs"). Such Reimbursable Costs may include both out-of-pocket expenses for professional services and costs internally allocated by RES to work performed by RES staff.
 - a. Deposit. Within ten (10) business days following the Effective Date of this MOU, Customer shall deliver to RES a deposit of sixty thousand dollars (\$60,000) ("Deposit"). RES may use the Deposit only to cover Reimbursable Costs. At least once each calendar quarter during the term of this MOU, RES shall send Customer a written statement setting forth in reasonable detail the Reimbursable Costs charged against the Deposit. If RES determines in good faith future Reimbursable Costs are reasonably likely to exceed the remaining Deposit balance, then RES may invoice Customer for an additional Deposit. Customer shall pay any such invoice within thirty (30) days of receipt.
 - b. True-Up. Upon the termination or expiration of this MOU pursuant to Section 2 above, or upon both Parties' execution of a comprehensive Financial Security Agreement as described in Section 10 below, any remaining Deposit balance shall be, at Customer's election, either refunded to Customer or applied as a credit against any Customer financial obligation arising under a Definitive Agreement.
4. Confidentiality Agreement. The Parties may negotiate and enter into an agreement to facilitate and protect the sharing of confidential information in connection with the provision of retail electric service to the Project ("Confidentiality Agreement").

- a. Confidential Information. Upon execution, the Confidentiality Agreement would apply to all commercially sensitive business information provided by one Party to the other in connection with the Project (“Confidential Information”). The obligations of the Confidentiality Agreement would remain effective for a specified number of years following the expiration or termination of the MOU and each of the Definitive Agreement.
 - b. Duty to Maintain Confidences. Under the Confidentiality Agreement, each Party shall hold in confidence all Confidential Information of the other Party to the maximum extent allowed by law. The Confidentiality Agreement would allow the Parties to disclose Confidential Information to BPA, and on a confidential basis to contractors, as is reasonably necessary for such Party to perform its obligations under any Definitive Agreements. Specific performance would be available as a remedy to a breach of the Confidentiality Agreement.
 - c. Washington Public Records Laws. Notwithstanding the forgoing, Customer would acknowledge in the Confidentiality Agreement that RES is a public agency that is subject to Washington’s public records and public meetings laws.
5. BPA Cost Allocation Agreement. RES has submitted to BPA a Line and Load Interconnection Request (“LLIR”) with respect to the Project. Based on the LLIR, RES may be required to make a financial commitment to BPA with respect to any required BPA Network Upgrades. In such case, one of the Definitive Agreements would be a BPA Cost Allocation Agreement. The BPA Cost Allocation Agreement would set forth the terms and conditions by which Customer would indemnify and reimburse RES for all costs that RES is obligated to pay BPA for the BPA Network Upgrades needed to serve the Project.
6. System Impact Study Agreement. RES may choose to complete a System Impact Study of its own electric system to ascertain what RES System Upgrades would be needed for RES to safely and reliably deliver energy to the Project. In such case, one of the Definitive Agreements would be a System Impact Study Agreement. The System Impact Study Agreement would require Customer to pay all of RES’ expected System Impact Study costs. Upon completion of the System Impact Study, RES will provide Customer with a written report of the results, which will include a good faith but non-binding cost estimate and schedule for completion of the RES System Upgrades.
7. RES Facilities Agreement. If the System Impact Study indicates that RES System Upgrades are necessary, then the Parties will negotiate and execute a Facilities Agreement. The Facilities Agreement will establish the terms and conditions by which RES will complete, at Customer’s expense, all RES System Upgrades. RES, acting by and through qualified contractors, shall be solely responsible for all necessary engineering, design, procurement, and construction work required to complete the RES System Upgrades. All RES System Upgrades shall be owned, operated, and maintained by RES. Nothing in the Facilities Agreement or otherwise shall prohibit RES from using

any RES System Upgrades to offer or provide retail electric service to any other customer.

- a. Customer Electric Facilities. Customer will be responsible for completing, at its own expense, any and all electric facilities needed by Customer to receive and consume energy delivered by RES to the agreed-upon point of delivery for the Project.

8. Wholesale Power Supply. As soon as practicable following the Effective Date of this MOU, the Parties shall begin conferring in good faith about the wholesale power supply options for electric service to the Project. Any wholesale power supply plan shall be subject to mutual agreement of the Parties. Depending on which option is selected, the wholesale power supply plan may or may not be reflected in another Definitive Agreement between the Parties. The wholesale power supply options for discussion will include, without limitation, each of the following:

- a. BPA NR Power. One option would be for RES to purchase a wholesale power supply for the Project from BPA. The Project will likely qualify as a New Large Single Load under applicable federal law and BPA policy. As a New Large Single Load, such power supply would be priced at BPA's NR Rate. If this option is selected, then it would likely be reflected in the terms of the retail Electric Service Agreement without need for an additional Definitive Agreement between the Parties on power supply.
- b. RES Procurement of Non-BPA Wholesale Power. A second option would be for RES to acquire wholesale power from suppliers and generators other than BPA. This option would also likely be reflected in a retail Electric Service Agreement without need for additional Definitive Agreements between the Parties. But in this case there would likely be significant additional obligations placed on the Customer to fully indemnify and secure RES against the additional physical, legal, and financial wholesale power supply costs and risks that RES would be incurring.
- c. Customer Procurement of Wholesale Power. A third option would be for Customer or an affiliate to acquire wholesale power directly from third-party suppliers or generators and have that power delivered to RES (using RES' BPA transmission rights) for resale and delivery by RES to the Project. This option would require the Parties to negotiate and execute at least one additional Definitive Agreement, that being a wholesale power purchase agreement.

9. Retail Electric Service Agreement. Upon reaching agreement as to the wholesale power supply plan, the Parties shall negotiate in good faith a retail Electric Service Agreement. The Electric Service Agreement will be generally consistent with the following framework:

- a. Term. The Electric Service Agreement shall become effective upon execution by both Parties. The Electric Service Agreement will include a start of service date, to occur after completion of the Project, any BPA Network Upgrades, and any RES System Upgrades. The Electric Service Agreement will include provisions for negotiating an amendment, extension, or renewal to accommodate any material changes made by BPA to the terms and conditions by which it provides wholesale power or transmission services to RES.
 - b. Delivery of All Project Power Requirements. Under the Electric Service Agreement, RES shall be the exclusive provider of retail electric services with respect to the entire power demand of the Project. Notwithstanding the forgoing, the Electric Service Agreement shall establish a peak demand limit for the Project based on the available capacity of BPA's transmission system and RES' electric system to safely delivery energy to the Project.
 - c. Charges for Electric Service. The Electric Service Agreement shall describe the various billing components applicable to retail electric service to the Project. Such billing components may include, without limitation: (i) an energy charge for the wholesale power supply procured by RES for service to the Project; (ii) a demand charge to recover a portion of RES's recurring costs to operate and maintain its electric system; and (iii) a fixed administrative charge to recover a portion of RES's ongoing planning, management, and administrative support costs incurred to provide retail electric service to the Project. RES may adjust any or all of the billing components consistent with prudent utility rate-making standards to ensure that RES is adequately recovering its costs of serving the Project.
10. Financial Security Agreement. In executing this MOU and negotiating the Definitive Agreements, one of RES' primary principles is to ensure that none of the costs or financial risks associated with RES' provision of retail electric service to the Project will be shifted to RES' other ratepayers. One of the Definitive Agreements will therefore be a Financial Security Agreement. The purpose of the Financial Security Agreement will be to ensure that all of Customer's financial obligations under the MOU and the Definitive Agreements are timely and fully met. The Parties agree to negotiate in good faith the terms and conditions of such Financial Security Agreement, which shall be generally consistent with the following general framework:
- a. Term. Upon execution by both Parties, the Financial Security Agreement will remain in effect so long as any financial obligation arising under this MOU or any of the Definitive Agreements remains outstanding.
 - b. Letter of Credit or Parent Guarantee. The Financial Security Agreement will require the Customer to provide RES with either: (i) a letter of credit

from a U.S. financial institution; (ii) a parent guaranty from a corporate affiliate having an acceptable credit rating; and/or (iii) such other form of credit support as agreed by the Parties; individually or collectively the “Credit Support.” In any case, the Credit Support must be in a form and from an issuer acceptable to RES in its reasonable discretion. The amount of the Credit Support shall be determined and updated by RES in its reasonable discretion.

- b. Cash Prepayment. The Financial Security Agreement may also require Customer to make a cash prepayment (“Cash Prepayment”). The Cash Prepayment made by Customer to RES under a Financial Security Agreement would replace the Deposit made by Customer and trigger the Deposit true-up provision of Section 3(b). The purpose of the Cash Prepayment would be to ensure that RES has sufficient liquidity to meet its foreseeable out-of-pocket expenses arising under this MOU and any Definitive Agreement. The exact amount of the Cash Prepayment will be determined by RES in its reasonable discretion.
11. Governing Law. This MOU, and any Definitive Agreement negotiated pursuant to this MOU, shall be governed by and construed in accordance with the laws of the State of Washington.
12. No Joint Venture. Neither this MOU, nor any Definitive Agreement contemplated herein, shall be deemed to create a partnership, joint venture, or agency relation among or between the Parties.
13. Authorization. Each person executing this MOU represents and warrants that they have been duly authorized by appropriate action of the governing body of the Party for which they sign to execute and deliver this MOU. Further, if successfully negotiated between the Parties, the Richland City Manager is authorized to sign and execute the Definitive Agreements contemplated by this MOU without further legislative action.
14. Assignment. This MOU may not be assigned by either Party without the prior written consent of the other Party.
15. Amendments. Customer’s binding obligation to reimburse RES for Reimbursable Costs as set forth in Section 3 of this MOU may be amended or modified only by a written instrument executed by both Parties.
16. No Third-Party Beneficiaries. This MOU is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

17. Execution in Counterparts. This MOU may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU shall be dated and effective on the date and year first above written.

City of Richland

By: _____
Jon Amundson, ICMA-CM
City Manager

Date: _____

Atlas Argo, AG

By: _____
Name: _____
Title: _____

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-184, Approving the 2024-2026 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local Union No. 77

Department/Office
Human Resources

Ordinance/Resolution Number:
2023-184

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-184, authorizing the City Manager to sign and execute the 2024-2026 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local Union No. 77.

Summary:

In October 2023, the City entered in negotiations with the International Brotherhood of Electrical Workers (IBEW) Local Union No. 77. IBEW represents approximately 33 city employees in the Energy Services, Public Works, and Parks & Public Facilities departments. The parties reached an agreement on October 25, 2023. Negotiated changes are identified in the red-lined CBA included with this staff report.

The IBEW membership voted unanimously to ratify the proposed agreement on November 2, 2023. The proposed three (3) year agreement includes updates and a total compensation package within the parameters set by the City Council, including:

- 2024 Wage Increase - 7.0%
- 2025 Wage Increase - 4.0%
- 2026 Wage Increase - 3.50%
- Discontinue City contributions to Retirement Health Savings (RHS) account effective December 31, 2023.
- Effective January 1, 2024, the City will contribute \$125.00 per month (\$1,500.00 per year) to an HRA VEBA account.
- Update IBEW MOU-2021-01-IBEW Alternative Work Schedule to reflect holidays being paid at ten (10) hours per day.

Pursuant to Article IV of the Richland City Charter, a public hearing was held on December 5, 2023 to take public comment on the proposed agreement.

Staff recommends approval of Resolution No. 2023-184.

Fiscal Impact:

Terms of the proposed agreement are within City Council's collective bargaining parameters and the 2024 Budget. Future costs will be incorporated into annual budgets as necessary.

Attachments:

1. Resolution No. 2023-184
2. 2024-2026 - IBEW CBA Redlines

RESOLUTION NO. 2023-184

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
ADOPTING THE 2024-2026 COLLECTIVE BARGAINING AGREEMENT
WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL UNION NO. 77, AND AUTHORIZING PERIODIC
MEMORANDUMS OF UNDERSTANDING.**

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the International Brotherhood of Electrical Workers Local Union No. 77; and

WHEREAS, amendments to wages, benefits, and other terms and conditions of employment are warranted based on external market conditions; and

WHEREAS, the City Manager may desire to enter into memorandums of understanding with the IBEW periodically throughout the term of the Collective Bargaining Agreement (“Agreement”) for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2024-2026 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers Local Union No. 77 is hereby approved.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the International Brotherhood of Electrical Workers Local Union No. 77 for operational or administrative purposes during the term of this Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN

CITY OF RICHLAND

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION NO. 77
AFL-CIO**

~~2021-2023~~
2024-2026

January 1, ~~2021~~ 2023 through December 31,
~~2023~~ 2026

Adopted by Resolution No. ~~114-21~~ 2023-XXX,
~~September 21, 2021~~

December 5, 2023
Contract # ~~358-21~~ TBD



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~~2021-2023~~

2024-2026

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF RICHLAND AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 77**

PREAMBLE

This Agreement is made and entered into by and between the City of Richland, Washington, hereinafter called the "City" and Local Union No. 77 of the International Brotherhood of Electrical Workers, as bargaining agent for all employees of the City covered by the Agreement, hereinafter called the "Union".

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union, and the public have a common sympathetic interest in the progress of the electrical industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational common-sense methods.

1.0 -- TERM AND SCOPE OF AGREEMENT

1.1 This Agreement shall be effective January 1, ~~2021~~ 2024 and shall remain in full force and effect through December 31, ~~2023~~ 2026 unless extended by mutual agreement of the parties. Either party desiring to reopen negotiations for a new Agreement may do so by notifying the other party of its intent not less than sixty (60) days prior to expiration of this Agreement. Negotiations for a successor agreement shall commence as soon thereafter as the parties may agree.

1.1.1 During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect, subject to applicable law.

1.2 Savings Clause

Nothing in this Agreement is intended or shall be used to violate any legal public requirement or safety standard. If during the term of this Agreement laws become effective which are in conflict with this Agreement, the parties shall amend such conflicting provisions only and all other provisions shall continue in full force and effect.

2.0 -- UNION MEMBERSHIP, CHECKOFF AND REPRESENTATION

2.1 All employees of the City within the classifications covered by this Agreement may choose to share in the cost of maintaining and operating the Union as their collective bargaining agent, in accordance with its rules, and become members or agency fee payers. The foregoing provisions shall not be construed as denying the City the right to select its employees regardless of whether such employees are members of the Union. It is the intent of the parties that new employees may choose to become

members of the Union or agency fee payers.

2.2 The City will deduct membership dues or representation fees and pay to the Union from the wages of all employees who voluntarily in writing have authorized the City to do so and submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name as long as such assignment is not revoked or beyond the termination of this Agreement, whichever first occurs.

2.2.1 Such authorization shall be effective not earlier than the month following the one in which the card is submitted to the City. Any change in union dues shall take effect the first of the month following receipt of written notice to the City, provided said notice is received at least twenty (20) days prior to said 1st of the month. The dues shall be deducted from wages earned, including vacation pay.

2.3 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken or not taken by the City in reliance upon documents or cards or other information furnished to the City by the Union in complying with any of the provisions of this particular section. The Union shall not be responsible for any claims arising from errors, omissions, or negligence of the City.

2.4 An employee elected or appointed to office in the Local Union No. 77 which requires a part or all of the employee's time shall not lose their established seniority with the bargaining unit, as defined in Article 5.0, and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

2.5 The City shall furnish bulletin boards for the use of the Union for posting Union announcements and data. All bulletin board postings shall be approved in advance by a Union Steward.

2.6 Employees covered by this Agreement shall not be required as a condition of employment to pass through a legal picket line recognized by IBEW Local 77, nor shall any form of discipline be brought against any employee refusing to pass through such picket lines provided, that:

2.6.1 The picket line has had prior approval of the Local Union and is sanctioned by the appropriate Central Labor Council.

2.6.2 Employees shall be required to serve a customer who is not the object of the picketing. The Union will not refuse to service City owned equipment after the pickets are removed.

2.6.3 The Union recognizes that the City has an obligation which may require the dispatching of Union exempt personnel to perform work which is the subject of a labor dispute and where the City's Union personnel have refused to cross

a legal picket line. The Union agrees that in addition to the provisions above the Union shall not interfere with exempt personnel so dispatched. It is understood that any Union employee willfully ignoring this understanding removes himself from the protection afforded above. The Union will not bring charges through Union government, against any exempt employee who is following a directive issued by the City management and which requires the crossing of a legal picket line.

- 2.7 Representatives of the Union, previously accredited to the department in writing by the Union shall be permitted to come on the premises of the department for the purpose of investigating and discussing grievances if they first obtain permission to do so from the City, provided the Union representative does not interfere with the work of the employee.
- 2.8 For the purposes of negotiating new/successor Agreements, the Union negotiating team will be provided one hundred fifty (150) total hours of City paid Union time to be shared among all Union negotiating team members for the purpose of bilateral negotiations with the City and related caucus or preparation time needed once negotiations for the successor Agreement has commenced. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.
- 2.9 The City will recognize two (2) stewards selected by the Union from employees within the bargaining unit who have completed their probationary period. The Union shall inform the Human Resources Manager in writing of the names of the business representative, stewards and their area of representation. Only persons so designated will represent the Union. The Union shall give the City five (5) days advance written notice of any change of Union representation.
- 2.9.1 Union stewards may, after receiving permission from their supervisor and notification to the visitation supervisor, visit the work locations of employees covered by this Agreement for the purpose of investigating any potential grievance and/or misinterpretation or violation of this agreement.
- 2.10 All Union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other Union activity during work hours.
- 2.10.1 Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than in Article 2.10.2.
- 2.10.2 The steward or employee involved in processing a grievance during employee regular working hours shall not lose pay for reasonable time, as determined by the employee's supervisor, spent in such discussion. International Union representatives may participate as deemed necessary by the Union. Additional Union representatives may participate in grievance meetings with the prior consent of the Human Resources Manager.

- 2.11 The City agrees not to discriminate against any member of the Union for the employee's activity on behalf of or because of membership in the Union as expressly provided in this Agreement.

3.0 -- MANAGEMENT RIGHTS

- 3.1 Any and all rights concerned with the management and operation of the City are exclusively that of the City unless otherwise expressly provided by the terms of this Agreement.
- 3.2 In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.
- 3.3 The City retains the sole right to manage its business and direct its workforce covered by the Agreement. This includes, but is not limited to, the right to hire, to classify, to transfer, to promote to supervisory or other positions, to discipline or discharge for cause, to determine an employee's ability or qualifications to perform the work required, to use improved methods or equipment, to subcontract any operations or work, to permanently or temporarily increase or decrease the workforce to plan, direct, control, curtail, discontinue, or increase operations, to grant voluntary benefits, to maintain order and efficiency, including but not limited to, the right to establish, modify and enforce work rules in order to comply with federal or state regulations, or to promote safety among the employees and for the public, and to provide services to the citizens, and to regulate the conduct among the employees.
- 3.4 These rights are subject only to the written terms of this Agreement, and any and all established or implied rights of the City, the Union, or the employees. The City recognizes its obligation to provide notice and opportunity to bargain with the Union over all mandatory subjects of bargaining before altering current conditions, provided that the City has no obligation to bargain over its exercise of these core management rights recognized by applicable law to be within unilateral management discretion.

4.0 -- RECOGNITION

4.1 Unit Description

The types of employment covered by this Agreement are listed below. The City hereby recognizes the Union as the exclusive bargaining agent for classifications enumerated in Appendix A. It is understood that supervisors are not bargaining unit employees.

4.2 Regular Full-Time Employees

Regular full-time employees shall mean employees who occupy budgeted positions, work a regular schedule of 2080 hours in a calendar year in classifications listed in Appendix A, and have successfully completed their probationary period.

4.3 Temporary Employees

Temporary employees shall mean employees who are employed to assist with unusually high workloads or temporary job vacancies due to injuries, illnesses, or other extenuating circumstances. Temporary employees will not be employed for more than six (6) months consecutively without written approval by the Union.

- 4.3.1 In the event a temporary employee is continuously employed more than six (6) months, that employee shall be afforded enrollment rights into a City-designed minimum Essential Coverage Plan that meets the requirements of the ACA. The City and the employee shall each pay fifty percent (50%) of the employee and child premiums, and the employee shall pay one hundred percent (100%) of the spouse premium.
- 4.3.2 An employee paid under the Northwest NECA-IBEW Local 77 or Local 112 Collective Bargaining Agreement rates will be afforded an opportunity to enroll in the Essential Coverage Plan when meeting the eligibility requirements. Unless the employee voluntarily chooses to opt out of City Essential Coverage, they will forfeit the component of the Northwest NECA-IBEW Local 77 or Local 112 wage pertaining to medical benefits when the employee elects enrollment.
- 4.3.3 Temporary employees will be paid the hourly rate as listed by job classification in Appendix A except temporary employees working in like job classifications to those listed in the Northwest NECA-IBEW Local 77 and NECA-IBEW Local 112 Collective Bargaining Agreements (CBAs) will be paid the hourly rate, plus a payment in lieu of benefits as expressed and in effect in the Northwest NECA-IBEW Locals 77 and 112 CBAs. Example: construction rate plus amount in-lieu of benefits equals straight-time hourly rate. Upon request, the Union will provide the City with the recognized wage schedules/rates for temporary employees.
- 4.3.4 Temporary employees are entitled to wages and working hours covered by the provisions of this Agreement; however, are not subject to any additional provisions or benefits provided for in this Agreement unless specifically stated in writing.

4.4 Communication and Notices

Any notices to be given hereunder by either party to the other shall be effected in writing either by personal delivery or by first class mail as follows:

To the City:
Human Resources
625 Swift Blvd., MS-03 12
Richland, Washington, 99352

To the Union:
Business Representative
7025 Grandridge Blvd., Ste. A
Kennewick, Washington 99336

4.5 Memorandums

The City Manager or designee is fully authorized to enter into Memorandums of Understanding (MOU) and/or Memorandums of Agreement (MOA) with the IBEW Local 77

5.0 -- DIVISION DEFINITIONS

5.1 For the purposes of this Agreement, the term Energy Services Department will be used to refer to all three divisions outlined as follows:

1. Power Operations Division;
2. Systems Division;
3. Technical Services Division.

6.0 -- CONTRACTS

6.1 Contracting

6.1.1 All maintenance, plant additions, alterations, and changes of electrical substation and distribution facilities shall normally be done by employees of the City of Richland covered by this Agreement. The City retains the right to enter into contracts for the furnishing of work to the City as set forth in State laws.

6.1.2 The City also retains the right to enter into contracts for the furnishing of work to the City when work is available for all regular full-time employees of the City of Richland covered by this Agreement or when the City does not have either the required equipment or personnel to perform the work.

6.2 The City shall make appropriate provisions in any Agreement entered into with any contractor or subcontractor for the furnishing of work to the City that such contractor or subcontractor shall conform with the current and prevailing schedule of wages and conditions for the type and kind of work involved.

7.0 – GRIEVANCES AND ARBITRATION

7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.

7.1.1 An employee or a group of employees, or their delegated representative, who consider they have a grievance may present such a grievance within fifteen (15) working days of its alleged occurrence to the employee's division head who shall give an answer in writing within seven (7) working days after it is presented to him.

- 7.1.2 If the employee or employees are not satisfied with the solution by the division head, the grievance, in writing, may be presented within seven (7) working days after receipt of the division head's response to the Department Director who shall give an answer in writing within seven (7) working days after it has been presented to Department Directors. The grievance shall be signed by the aggrieved employee and/or Union Steward and shall state the issue, the section of the contract allegedly violated, if any, the facts pertaining to the matter, and the remedy sought by the aggrieved employee and/or Union.
- 7.1.3 If the employee is not satisfied with the solution by the Department Director, the grievance, in writing, together with all other pertinent material may be presented within twenty-one (21) working days after receipt of the Department Director's response to the City Manager by the employee or Union representative.
- 7.1.4 Any grievance involving the interpretation or application of this Agreement which is not resolved by the City Manager within twenty-one (21) working days after it is presented to him/her, may be referred to arbitration; provided, any demand for arbitration shall be filed, in writing, within forty-two (42) working days after its presentation to the City Manager.

7.2 Arbitration

- 7.2.1 In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) working days following the above said demand for arbitration, the demand may be filed with the American Arbitration Association (AAA). The demand for arbitration shall request American Arbitration Association (AAA) submit a list of nine (9) arbitrators for consideration of the parties. Should the parties be unable to agree on a selection from the list, the parties shall alternatively strike one (1) person from the list until only one (1) name is remaining. Such person shall be appointed as the arbitrator.
- 7.2.2 It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render the decision based on the interpretation and application of the provisions of the Agreement within thirty (30) working days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond the arbitrator's jurisdiction. The expenses of the arbitrator (arbitrator's fee and arbitrator's charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses incurred during the preparation and presentation of any arbitration procedure.
- A. Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new Agreements or to change any of the present provisions of this Agreement.
- B. None of the foregoing is intended to mean that either the Union itself or

the City itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union and the City to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.

8.0 -- HOURS AND MEALS

8.1 Eight (8) hours of work shall constitute a day's work. The work day shall start at 7:00 a.m. and continue until 3:30 p.m. with one-half (1/2) hour from 12:00 noon to 12:30 p.m. to be designated as lunch period. The work week shall be from Monday morning at 7:00 a.m. until Friday at 3:30 p.m. The one-half (1/2) hour may be changed to one hour by Agreement between the City and the Union.

8.1.1 Employees will report for work on time and ready to begin work at the designated starting time.

8.1.2 When employees return to the shop at end of day (or in the event he or she returns to the shop for lunch), employees will not do so earlier than ten (10) minutes before the scheduled break in work time.

8.1.3 Rest breaks shall be taken at the job site unless it is necessary to do otherwise (weather, facilities, and likewise), and shall be fifteen (15) minutes each in the morning and afternoon.

8.2 Lunch Period

The total amount of time to be allowed for the lunch period, excluding clean-up time outlined in Section 8.1.2, shall be one-half (1/2) hour, from 12:00 noon to 12:30 p.m.

8.3 Meal Time

Meal time shall be 6:30 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. for dinner. Any employee called from the employee's home at hours other than the employee's regular hours or held over after work shall be furnished a hot meal at the hours stated herein or as near to these stated hours as practical. For the purpose of determining per diem rate in 8.3.2, meals taken between 6:30 a.m. and 11:59 a.m. shall use breakfast per diem, meals taken between 12:00 noon and 5:59 p.m. shall use lunch per diem, and meals taken between 6:00 p.m. and 6:29 a.m. shall use dinner per diem.

8.3.1 On any day when work is being performed away from the City shops, the employee(s) shall eat his or her lunch at the job site (or nearby, so long as it does not require tear down/set up of the job site/equipment), unless permission to do otherwise is granted by the City.

8.3.2 The employee working overtime shall have worked a minimum of two (2) hours before a meal will be required. Meals required herein shall be at an eating establishment within the service area of the Energy Services Department. The City will pay employees' meals up to the U.S General Services Administration (GSA) published per diem rates for applicable meals, as modified by the City Finance division and in accordance with the City administrative rules, to include use of Purchase card, etc.. The additional money for incidentals allowed in the GSA of up to five dollars is incorporated into the Finance per diem rates. The City will pay for up to four (4) meals in a 24-hour period.

A. When dining in groups which result in a mandatory tip percentage above that defined in City Business Travel and Expense Policy #1420, the City shall cover the difference. A receipt will need to be submitted showing the higher tip percentage is required. When the employee's meal is above the per diem rate, the employee is required to pay the difference at the time of the meal, unless otherwise approved by the Supervisor.

B. The City will compensate the employee the GSA published per diem rates for each meal missed.

8.3.3 Exceptions to these hours may be established to meet the conditions in some particular cases by mutual consent.

8.3.4 It is recognized that at times weather conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area. The intent of this provision is to reaffirm the willingness of the City and Union to recognize inclement weather as a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of weather conditions.

9.0 -- OVERTIME AND CALL-OUT

9.1 Employees paid on an hourly rate shall be paid for overtime at the double time rate for all hours worked other than the regular day or shift; overtime to begin when employees are called for work and end when they return to the place from where called.

9.2 Employees required to work during their normal meal period shall receive the overtime rate of pay for that portion of the meal period that they work. The actual amount of time used during the regular eight (8) hour work day for a meal shall be deducted as unpaid time from the total work day time in computing the day's compensation. If an employee is assigned a substitute meal period, replacing the regularly scheduled lunch period, and if said substitute meal period ends at least one (1) hour after the beginning of the regularly scheduled meal period, then said employee shall be paid for the substitute meal period, with no deduction being made

from the regular eight (8) hour work day.

9.3 Call-Out Pay

- 93.1 Employees shall receive an amount equal to not less than four (4) hours pay at the straight time rate when called out from their homes at times other than regular working hours. Employees shall be paid the regular overtime rates from the time they are called until they are returned to their homes.
- 93.2 Employees will not be entitled to more than one (1) minimum call-out pay (four (4) hours straight time) in any two (2) hour period initiated by a call-out. Work performed immediately after and in conjunction with the end of regular work hours does not qualify for the minimum call-out pay.

9.4 Minimum Rest Periods

- 94.1 Equal time off (rest period) for work between 10:00 p.m. and 6:00 a.m. Any employee who works any overtime between 10:00 p.m. and 6:00 a.m. will be entitled to an aggregate of eight (8) hours rest before reporting for work for their regular schedules. If such rest period should overlap the employee's scheduled workday, he/she will suffer no loss in pay for the time of such overlap.
- 94.2 For work extending into next regular shift, employee would receive equal rest time taken immediately following the completion of the work that caused the need for rest time or, with the approval of the employee's supervisor, at the end of that day's work.
- 94.3 If equal time off results in less than two (2) hours remaining in regular shift, then employee will not be required to report for work with no loss of pay.
- 94.4 If an employee is required, by mutual consent, to return to work before the appropriate minimum rest period has elapsed, he/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.
- 94.5 An employee, who has worked continuously 16 hours or more, will be entitled at end of work assignment to eight (8) hours continuous hours of rest before reporting for the normally scheduled work day. He/she shall be paid at the overtime rate for hours worked until the full continuous rest period has been granted or received. The rest period will be unpaid, except for rest period hours that coincide with the employee's regularly scheduled hours of work, during which time the employee is entitled to straight time pay.

- 9.5 Employees shall receive the overtime rate for all hours worked before 7:00 a.m. and

after 3:30 p.m. and all-day Saturday or Sunday. In the event that the work day is extended from 3:30 p.m. to 4:00 p.m., as per the provisions of Section 8.0, employee shall then receive the overtime rate of pay for all hours worked before 7:00 a.m. and after 4:00 p.m.

- 9.6 Scheduled overtime or overtime which is the continuation of a regular shift will be manned in the following manner: the employees will be asked to volunteer beginning with the qualified employee with the least amount of overtime and working toward the employee with the most overtime. If there are no volunteers, the least senior qualified employee shall perform the required overtime. For overtime scheduled on the employee's regularly scheduled day off, the employee shall receive a minimum of four (4) hours at the applicable overtime rate of pay.

9.7 Headquarters

Employees shall travel from shop to shop on City time and shall report at shop headquarters in which they are regularly employed.

9.8 Payday

The City will pay employees every other Thursday. Pay shall include time worked for the two (2) week period through the previous Sunday. If any pay day falls on a holiday, the preceding day shall become the pay day.

9.9 Safety

The applicable rules and regulations promulgated by the State of Washington shall apply and become a part of this Agreement.

9.10 High Time

9.10.1 Work performed seventy-five (75) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.10.2 Work performed at City playfields sixty-five (65) feet above ground or higher shall be paid at overtime. Such pay shall be for a minimum of one (1) hour.

9.11 Relief from Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half day's pay. If relieved after having been on duty more than one-half day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action. The City may place employees on Paid Administrative Leave during investigatory proceedings.

9.12 Temporary Assignment

A qualified employee placed on a temporary assignment to a higher classification

shall receive the prevailing rate of pay for the higher classification during the entire period of the assignment.

10.0 -- ATTENDANCE POLICY

The parties agree that regular and prompt attendance of each employee is necessary so that service to customers can be met in an efficient manner. The purpose of this article is to promote satisfactory attendance and shall be applied uniformly and consistently to all employees covered by this Agreement.

10.1 Employees may be subject to disciplinary action for Unscheduled Paid Time Off (PTO), as specified in Section 11.1.2, abuse which indicates a pattern of habitual absence.

10.2 Unscheduled PTO abuse occurs when Unscheduled PTO is taken for other than the approved reason originally given; the employee fails to comply with notification or documentation requirements; the employee is excessively absent from work on an unscheduled basis and reaches one of the following thresholds:

10.2.1 Unscheduled PTO use of more than eight (8) days in an accrual year.

10.2.2 Use of Unscheduled PTO which indicates a pattern in conjunction with vacations, holidays, frequent single day absences or accrue it/use it patterns.

10.2.3 Some examples which would not be considered Unscheduled PTO abuse are, FMLA or other protected leaves, work place injury and medical provider ordered confinement in excess of three (3) or more days.

The above also applies to grandfathered sick leave.

10.3 Action Step 1

When an employee exceeds any of the thresholds, the employee's immediate supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. This meeting will constitute a verbal warning.

10.4 Action Step 2

Should the problem continue, progressive discipline may commence in accordance with the City of Richland Corrective Action/Discipline Policy.

11.0 -- PAID TIME OFF AND EXTENDED SICK LEAVE

Effective February 24, 2003, Paid Time Off (PTO) was provided to employees in lieu of vacation and short-term sick leaves. In addition to PTO, an Extended Sick Leave (ESL) bank was created.

The purpose of PTO is to compensate employees for absences due to injury, illness, vacation, and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

With the implementation of PTO and ESL, the following will be eliminated: 1) floating holiday (eight (8) hours are included in the PTO accrual rate calculation); 2) doctor and dentist appointment leave; and 3) bereavement leave.

11.1 Paid Time Off (PTO)

11.1.1 Full-Time Accrual Rate

PTO hours accrue based upon the actual number of regular paid hours.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 9 years	18.67
10 years through 15 years	20.67
16 years through 20 years	22.67
21 years through 25 years	24.67
Over 25 years	26.67

A. Accumulation Limit

Accumulation of PTO shall be limited to 500 hours. Employees will be responsible for ensuring that they do not exceed the 500-hour limit by December 31 of each year. Any balances in excess of 500 hours will be reduced to 500 hours at that time.

B. Pro-ration

Leave accrual for regular part-time employees is prorated based on scheduled hours.

11.1.2 Authorized Uses

Authorized use of PTO must be either Scheduled or Unscheduled (see definitions below). Employees will only be compensated for utilizing leave which meets the below authorized uses. Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action.

A. Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least three (3) days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the division supervisor. Depending on the workload of the unit, the supervisor may waive all or part of the three (3) day advance notice requirement. Obtaining prior approval constitutes scheduled leave. Employees are encouraged to request leave earlier than three (3) days in advance to assist in the smooth operation of the department.

B. Unscheduled

Unscheduled uses of PTO must be compelling and of an

emergency/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above.

- 1) An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or absent such a policy, fifteen (15) minutes prior to the beginning of his/her scheduled work shift.
- 2) Prior to submitting a timecard an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.
- 3) The employee must notify Human Resources of any medical condition requiring an absence more than three (3) working days. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.
- 4) Below are eligible unscheduled uses:
 - a) Personal Sick
Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.
 - b) Work Related Illness or Injury
Employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in Section 13.1 Disability Leave herein.
 - c) Family Sick
Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse or registered domestic partner; child and grandchild (natural, adopted and step); parent, guardian grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew or cousin.

11.1.3 Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual

basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- A. The employee must have at least 200 hours of PTO remaining in his or her accumulation account after said buy-out; beginning January 1, 2016, employee must have 100 hours of PTO remaining in his or her accumulation account after said buy-out;
- B. The employee must have taken at least forty (40) consecutive scheduled hours of PTO in the twelve (12) months preceding the buy-out;
- C. The minimum cash buy-out is twenty (20) hours and the maximum is sixty (60) hours; limited to one (1) time per calendar year;
- D. Employees may buy out an additional twenty (20) to sixty (60) hours of PTO for purposes of funding the ICMARC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- E. Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- F. Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- G. The City may modify the Buy-Out provisions in order to comply with IRS guidance regarding avoidance of tax liability for both City and employee. Employees are responsible for understanding the tax implications of such a buy-out.

11.1.4 Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

11.1.5 Donation and Transfer of PTO

The policy of the City is to allow employees to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

- A. An employee is eligible for donated leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other

available leaves.

- B. Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.
- C. The leave recipient must pay insurance premiums while using donated leave, and will not accrue PTO or ESL while using Donated Leave.
- D. An eligible employee requiring use of Donated Leave shall notify Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.
- E. Human Resources is responsible for processing and approving the request and for organizational wide notification and distribution.
- F. Employees donating PTO Leave will be required to maintain a PTO balance of at least 200 hours after the transfer of leave and, employees may not donate more than 100 hours per year of their PTO balance. Beginning January 1, 2016, employees donating PTO leave will be required to maintain a PTO balance of at least 100 hours after the transfer of leave, and employees may not donate more than 100 hours per year of their PTO balances.
- G. PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).
- H. No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.
- I. Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all donations have been exhausted.

11.2 Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member.

11.2.1 Full-time Accrual Rate and Initial Crediting of Hours

ESL will accrue at a rate of four (4) hours per month. In addition to this accrual, new employees shall be credited with 200 hours of ESL their first pay period.

11.2.2 Accumulation Limit

Accumulation of ESL shall be limited to 600 hours.

11.2.3 Proration

Leave accrual limits for scheduled part-time employees are prorated based on scheduled hours.

11.2.4 Authorized Uses

- A. ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse or registered domestic partner; child and grandchild (natural, adopted, and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws). It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over eighty (80) continuous working hours. It may be used retroactively if the condition persists for over eighty (80) working hours and Paid Leave was originally requested.
- B. Under special circumstances and with approval of the Human Resources Manager, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation.
- C. ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

11.2.5 Pay-off Upon Termination

There will be no cash out available for ESL upon termination or retirement.

11.2.6 Donation of ESL

ESL cannot be donated.

11.3 Grandfathered Sick Leave

11.3.1 All existing sick leave accumulated prior to January 1, 2003 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury.

11.3.2 One hundred percent (100%) of unused Grandfathered Sick Leave shall be contributed to the ~~ICMARC Retirement Health Savings (RHS) Program~~ [HRA](#) [VEBA Plan](#) upon service-related retirement, not to exceed ten thousand dollars (\$10,000.00).

12.0 -- HOLIDAYS

12.1 Ten (10) holidays with pay shall be as follows:

<u>HOLIDAY</u>	<u>DATE TO BE OBSERVED</u>
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The day after Thanksgiving	Fourth Friday in November
Christmas Eve	Day before observance of Christmas
Christmas	December 25

NOTE: The eight (8) hour floating holiday was included in the PTO accrual rate calculation.

12.2 When one of these holidays falls on Sunday, the Monday following shall be the holiday. When one of these holidays falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls within an employee's vacation period the holiday shall extend the vacation period.

12.3 All work on holidays mentioned herein shall be paid at the rate of overtime in addition to holiday pay.

12.4 In order to be eligible for holiday pay as specified herein, the employee must work their last scheduled work day prior to the holiday and then first scheduled work day after the holiday. Excused absence the day prior to and/or the day after the holiday will be considered a day worked for the purpose of holiday pay eligibility.

13.0 -- OTHER LEAVES AND COMPENSATORY TIME OFF

13.1 Disability Leave

13.1.1 In the case of any disability which is covered by State Industrial Insurance or Workers' Compensation, the City will pay to such disabled employee an occupational disability allowance equal to 100% of the employee's regular straight-time wages for the first five (5) days (40 hours) of covered disability. The City will continue to pay 80% of the employee's regular straight-time wages for an additional maximum period of two hundred fifty-five (255) working days, to make a total of two hundred sixty (260) working days to include time worked in light duty assignments. After the 260 working days

additional disability payments will be issued by the City's Workers' Compensation Third Party Administrator based on continuing eligibility and rates established by the State of Washington Industrial Insurance. Cumulative PTO, Grandfathered Sick or ESL may be used to make up the difference between 80% straight-time wages and 100% of employee's base salary at the employee's option. At no time will the occupational disability allowance of 100% or 80% wages be less than the net mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance.

13.1.2 All applicable payroll deductions, voluntary or otherwise will be subtracted from the allowance which exceeds Title 51 compensation, subtracted from the optional use of other accumulated leave or paid by employee reimbursement.

13.1.3 PTO and ESL shall continue to accrue while an employee is receiving the occupational disability allowance. No paid leave shall accrue while an employee is on leave without pay.

13.2 Military Leave

The City shall abide by the provisions of the laws of the State of Washington RCW 38.40.060.

13.3 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid his or her base pay during the absence less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

13.4 Family Leave

The City may implement a policy that complies with federal, state and military leave laws. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

13.5 Unpaid Leaves of Absence

A regular full-time employee may be eligible for an unpaid leave of absence up to thirty (30) calendar days with the approval of the employee's Department Director. If such a leave is approved the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

13.5.1 A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the

approval of the City Manager. Prior to approval of such leave the employee must have exhausted all the employee's paid leave. During such leave, the employee will not accrue PTO or ESL, or receive any other benefits, and the employee's seniority will be frozen.

13.5.2 Upon return from such leave, the employee may displace the employee who replaced the employee or be placed in an open position as listed in Appendix A of this Agreement according to the employee's knowledge, skills and abilities. If the employee fails to return from such leave, the employee will be considered as abandoning the employee's job and be subject to termination.

13.6 Leave to Attend Funerals of City Employees

Regular full-time employees may be allowed to take necessary time off with pay at the discretion of their supervisor to attend a funeral of a City employee.

13.7 Compensatory Time Off Program

13.7.1 The parties agree to work cooperatively to address staffing resources and/or scheduling issues to mitigate any potential challenges which result from the Comp Time Program. The City shall establish administrative procedures including time reporting codes, dates for "blackout" during which no new Comp Time can be earned, and dates by which all unused Comp Time shall be cashed out in a regular payroll cycle and process.

13.7.2 In no event will unused Comp Time be carried over into the next year; all Comp time earned will be taken or cashed out at the rate it was earned, and in the same payroll or calendar year (the "year" used shall be determined by the City). Requests to use Comp Time for time off shall follow the PTO request process and criteria. The City shall target the November/December timeframe for such administrative processes.

A. Comp Time Limit

20 Hours OT Deferred, 40 Hours Comp Time Taken

14.0 -- CLIMBING ALLOWANCE

Employees classified as Journey Lineworker (M-F) and Service Crew Lead (M-F) will receive 1.5% additional pay for all hours worked plus leave hours. Climbing Allowance does not apply to leave pay-outs or buy-outs.

15.0 -- INSURANCE BENEFITS

15.1 Health Insurance

15.1.1 Regular Full-time Employees – Primary Health Coverage

A For Full-time employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored Primary health plan. The

Primary plan is a Preferred Provider Organization (PPO) benefit plan. The plan shall provide coverage for the employee and his or her eligible dependents. Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

- B. Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

C. Employee's Elected Tier

	2021-2023
	<u>2024-2026</u>
Employee Only	12%
Employee & Spouse	12%
Employee & Child /Children	12%
Employee, Spouse & Child /Children	12%

15.1.2 Essential Plan Health Plan Coverage

- A. Employees eligible for the City's Essential Plan Health Coverage will contribute 50% of the Employee cost when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the cost for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or registered domestic partner in the plan, and the employee shall pay the full cost of the premium.
- B. Also, the City will allow IBEW Local 77 members the option to enroll in a high deductible plan (HDHP) for eligible employees if the City implements such a plan during the term of this Agreement. Such a Plan would be an additional option to the existing Primary Health Plan.

15.1.3 Vision

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.1.4 Dental

The City will pay for a plan which covers full-time employees and all of his or her eligible dependents. Employees shall elect coverage based on tier (described above).

15.2 Life and Accidental Death & Dismemberment Insurance

The City will maintain Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

15.3 Long-Term Disability

The City will pay the entire premium for a Long-Term Disability policy. The policy shall have a benefit of up to 60% of an employee's monthly base salary (not to exceed \$7,500 monthly benefit) and a waiting period of 90 days.

15.4 Deferred Compensation

15.4.1 In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the City's Internal Revenue Code (IRC) Section 457 Plan.

15.4.2 The City will match an employee's contribution on a dollar for dollar basis up to 4.25% of base pay into the City's Section 457 and/or 401(a) plans in 2018. This will increase to a 4.50% contribution match in 2019 and thereafter.

~~15.4.3 If the City determines that any RHS contributions made by the City or employees are expected to contribute to excise tax liability due to the ACA, the City will cease future employee and employer RHS contributions (including payroll and sick leave conversions) and contribute an equal amount into either the Section 457 or 401(a) Plan based on individual employee election.~~

15.5 Retirement

The City agrees to participate in the Public Employee Retirement System plan in accordance with the regulations established by the Public Employee Retirement System Commission.

15.6 Post-Employment Health

Effective December 29, 2014, the Post Employment Retiree Plan and related programs will be modified and will affect employees/retirees as follows:

15.6.1 Active employees as of December 31, 2012, who chose to remain on the Post Employment Health / Retiree Medical Plan (Comprehensive Plan).

- A. Employees active as of December 31, 2012, who chose not to participate in the buy-out offered in 2012 and 2013, remained eligible for the Post Employment Retiree Plan as modified January 1, 2013.
- B. For retirees enrolled in the Post Employment Retiree Plan, the plan is rated based on tiers determined by the City at renewal annually, and the retiree shall contribute 50% and the City shall contribute 50% of the tier elected by the retiree.

~~15.6.2 For employees hired on or after January 1, 2013, the City shall contribute one percent (1%) of base salary each payroll period to the employee's City-~~

~~sponsored RHS account and the employee shall contribute one percent (1%) to the same account.~~

15.6.3 Grandfather provision for former employees retired as of December 31, 2012:

- A Retirees already participating in the Post Employment Retiree Plan will continue to participate in this plan. Effective January 1, 2013, the plan will be referred to as the Grandfathered Post Employment Retiree Plan. The retiree will continue to pay 50% of the City's tiered rate as in the past. At each plan renewal year, the retiree will pay 50% of the tiered rate.

15.7 Retirement Health Savings Program HRA VEBA

~~For regular full-time employees, the City will contribute 0.5% of base pay to the Retirement Health Savings (RHS) Program.~~

~~Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Plan (refer to Section 11.3 Grandfathered Sick Leave).~~

The City has adopted a health reimbursement arrangement (HRA) plan, offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan") for regular full-time IBEW employees. The City shall contribute \$125.00 per month per eligible employee to the Plan.

Upon service retirement from the City, eligible employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the Plan (refer to Section 11.3 Grandfathered Sick Leave).

15.8 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account Program. The City will pay the administrative fee.

15.9 Optional Coverages

15.9.1 Employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits with prior notice to the Union.

15.9.2 The City shall make available as an employee option, supplemental/voluntary life insurance for the employee, the employee's spouse and dependents. The cost for such insurance shall be entirely the responsibility of the employee.

15.10 Plan Administration and Employee Insurance Advisory-Only Committee (IAC)

15.10.1 It is understood the City is fiduciary and responsible for plan administration and associated decisions related to benefit plans. This shall include such matters as selection of brokers, carriers, and administrators as well as disbursement of all funds held in reserve or trust for group insurance purposes without regard to the source of such funds.

15.10.2 The City may formulate an IAC (to include IBEW Local 77 representation), which shall operate under a charter and focus on recommendations for future plan design modifications, mitigation of potential excise tax, and to control healthcare cost escalation. The IAC may also develop ways to encourage wellness and High Deductible Health Plan (HDHP) enrollment. The IAC is a recommending committee and has no authority to bind the City, IBEW Local 77, or other unions, or to implement changes desired by the IAC or its members.

16.0 -- WORKING RULES FOR LINE AND SUBSTATION CREWS

- 16.1 All framing of poles on the job or in any pole yard shall be done by Journey Lineworkers or Apprentice Lineworkers. The erection of poles shall be done by line crews. Heavy crew shall include at least two (2) Journey Lineworkers in addition to a Lead. The stubbing of poles shall be done under the direction of a crew Lead. Tree trimming along rights-of-way of transmission and distribution lines where there is a possibility of contact with the line shall be done only by Journey Lineworkers or qualified Journey Tree Trimmers.
- 16.2 The regular line equipment will be operated by a Heavy Equipment Operator. It is recognized that circumstances may make it necessary to deviate from this operating policy temporarily in case of absences from work. Employees qualified to operate equipment shall do so as required or assigned.
- 16.3 Whenever crews are combined temporarily so that the combined crews total more than four (4) employee's and involve more than one (1) Lead the senior Lead shall then supervise. The other Lead may do line work without reduction in pay.
- 16.4 There shall not be more than one (1) apprentice to every crew. The ratio of apprentices to journeyman shall be not more than one (1) to four (4). An apprentice must work under the direction of a Journey Lineworker.
- 16.5 The City shall replace gloves, hook straps, wing pads, hooks, body belts, safety belts, and small tools worn on the job. When they become worn out or otherwise inoperable as provided below, such equipment must first be brought to the appropriate non-union supervisor. The appropriate non-union supervisor, with input from the crew Lead, will determine whether such equipment has become unusable through normal wear and tear, or was lost during extraordinary working conditions. If that is the case, the appropriate non-union supervisor will authorize replacement. Equipment which is

rendered unusable through neglect or abuse must be replaced at the employee's expense. In that case, the City will purchase such tools and deduct the cost from the employee's paycheck. Coveralls shall be furnished for use by employees when assigned work involving handling of oils, paint, grease, or other like products. Each new apprentice Lineworker promoted from the City's work force will be furnished a set of tools mentioned in this clause.

16.6 All cut-ins and cut-outs shall be done by Journey Lineworkers.

17.0 -- STANDBY

17.1 It is recognized that the operations of the Energy Services Department is not large enough to justify the employment of regular trouble men/women at night or over the weekends and on holidays; therefore a standby schedule for this service may be worked out mutually satisfactory to the Union and the City whereby at least one Journey Lineworker will be available for trouble calls each night after regular hours and on Saturdays, Sundays, and holidays. Compensation for standby shall be forty- five percent (45%) of the compensation for a forty (40) hour week at the one hundred percent (100%) rate. As AMI technology is deployed through the Richland service area, the after-hours disconnects and reconnects via AMI technology will be conducted by the standby employee assigned. During the deployment, the MPP technicians will continue to do after hours reconnects for non-AMI meters. Post deployment, the standby duties include, but are not limited to, disconnects and reconnects after hours, whether in the field or remotely upon availability of AMI technology, after first offering the work associated with non-AMI meters to the appropriate IBEW Local 77 personnel (status quo).

17.2 During standby weeks in which a holiday occurs, two (2) times the current Journey Lineworker hourly base rate of pay will be added to the normal standby for each holiday that falls within that standby week. All call-outs for the standby person shall be at the overtime rate as provided in 9.3.

17.3 For purposes of administering standby pay in 17.1 and 17.2 above, the following formula shall be applied, using the Journey Lineworker rate, which divides the pay into a daily rate. Each Journey Lineworker assigned to standby for one or more days during the assignment period shall be paid the daily rate for the specific days he/she is assigned to standby:

Daily Rate Formula:

6 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days

6 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 6 days + (2 hours x Jrny base rate)

7 Day Assignment: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days

7 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days + (2 hours x Jrny base rate)

7 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 7 days +

(4 hours x Jrny base rate)

8 Day Assignment with 1 Holiday: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (2 hours x Jrny base rate)

8 Day Assignment with 2 Holidays: Base Jrny rate x 40 hours x 45% ÷ 7 x 8 days + (4 hours x Jrny base rate)

18.0 -- DISCIPLINE

18.1 Employees shall have the right to request union representation during an investigative interview or meeting which could reasonably be expected to lead to disciplinary action.

18.1.1 Copies of written reprimands and suspension will be provided to the employee, the Union and will be placed in the employee's personnel file.

18.2 In the case of discharge, the employee will be provided a letter setting forth the reason(s) for such possible discharge and shall be entitled to respond to the reason(s) prior to any decision to discharge the employee.

18.3 Personnel Files

18.3.1 Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees shall have the right to review their files after providing reasonable advance notice and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

19.0 -- SENIORITY, FORCE REDUCTION AND REHIRE

19.1 Seniority

19.1.1 The following seniority rules shall apply separately to each classification. When it is found necessary to add new classifications to this Agreement, the City and the Union shall meet to negotiate wages and conditions for said new classification. Seniority does not apply to probationary employees.

19.1.2 In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority list. When two employees start on the same day and have the same application date, the City's online applicant system time stamp shall establish seniority date for new hires.

19.2 Seniority in each classification shall be determined by length of service in each

classification.

19.3 Seniority with the City shall be determined by length of continuous service with the City.

19.4 Bargaining unit seniority shall be determined by length of continuous service in the bargaining unit.

19.5 Promotions and Upgrades

19.5.1 It is understood and agreed that in all cases of promotion and upgrade, the following factors shall be considered in priority of the order listed below as conditioned. After consideration of the following, the hiring supervisor shall make the promotional selection from the two (2) highest ranked employee applicants; aka "rule of two":

1. Length of continuous service with the City.
2. Qualifications

19.6 This first twelve (12) months of employment shall constitute a probationary period, during which time seniority will not apply. During the first twelve (12) months of employment the employee may be terminated without recourse to the grievance or arbitration procedure. After the first twelve (12) months of employment all names must appear on seniority list as of the first date of employment.

19.7 A seniority list shall be made and posted annually beginning with the first date of this Agreement. The list shall show length of service:

1. Service in present classification;
2. Continuous service within the bargaining unit classification defined in Appendix A;
3. Continuous service with the City.

19.8 Seniority shall forfeit when an employee:

1. quits, retires, or
2. is discharged for just cause, or
3. is laid off and fails to report within seven (7) days after having been recalled, or is laid off in excess of two (2) years.

Seniority may cease when an employee:

1. is absent for three consecutive work days without notifying the City, or
2. fails to report for work within 24 hours after termination of an authorized leave of absence.

19.9 The City shall have the right to make transfers in the case of employees whose health or physical condition makes it advisable to relieve them from duty in occupations

which are hazardous or which involve physical or mental strain. Such transfers shall be based on the recommendation of a physician.

19.10 Force Reduction

19.10.1 When, by reason of lack of work, it is necessary to lay off employees in a given classification, the employee who has the least classification seniority shall be laid off first.

19.10.2 In the event two (2) or more employees have the same classification seniority, bargaining unit seniority shall be the determining factor. Employees being laid off may choose to bump into a lower classification and may do so providing they have more bargaining unit seniority than the employee occupying said classification and have the necessary qualifications, or have the ability to become qualified, as determined by management, within a reasonable length of time, to perform the job in said lower classification.

19.10.3 In the event two (2) or more employees have the same bargaining unit seniority, then total City service seniority shall be the determining factor. In the event two (2) or more employees have the same total City Service seniority, then the date of employment application with the City shall be the determining factor.

19.11 Employees laid off due to force reduction will retain their established seniority for a two (2) year period. For employees rehired before the two (2) year period, all prior service (including the time in lay-off status) shall be counted as continuous for PTO (Article 11.0) purposes, provided that employees who have been laid off who wish to return to work shall keep the City advised of their current address. Any accrued Grandfathered Sick Leave and/or Extended Sick Leave (ESL) at the time of a reduction in force will be credited to the employee at the time of a rehire/recall.

19.11.1 If an employee who is laid off January 1, 2015 or later accepts a City offer of temporary work during the above two (2) year period, the 2-year period will be suspended for the period of time the employee is working the temporary assignment. The remainder of the two-year period will restart the day after the temporary assignment ends.

19.12 Unemployment Compensation

It is understood that unemployment decisions are made by the State of Washington, not the City. Employees shall receive unemployment compensation in accordance with State of Washington law.

19.13 When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.0 -- APPRENTICESHIP

- 20.1 The apprentice program (at least three (3) years minimum) is outlined in a Standards of Apprenticeship document and approved by Washington State Apprenticeship and Training Council with Journey Lineworker seniority beginning with the fifth (5th) period.
- 20.2 Any bargaining unit employee in a higher paying classification (over ninety percent (90%)) who enters the apprentice program shall receive ninety percent (90%) of the one hundred percent (100%) applicable Journey Lineworker rate to start. Thereafter, the employee shall remain at ninety percent (90%) until the employee successfully completes the requirements for a level six (6) apprentice.

21.0 -- GENERAL STATEMENT

21.1 Service Statement

- 21.1.1 The City is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the City and its employees, members of said Local No. 77.
- 21.1.2 The Union agrees that its members, who are employees of the City shall individually and collectively perform efficient work and service; that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interests and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service at all times.

22.0 -- DRUG AND ALCOHOL TESTING POLICY

- 22.1 The City's policy shall govern, which will reflect current state and federal requirements for a drug free workplace, drug testing, and CDL/DOT requirements. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. Except for amendments made during the term of the Agreement for the purpose of statutory compliance, the parties will meet to negotiate the application of the changes.

23.0 -- NO-SMOKING POLICY

- 23.1 The City's no smoking ordinance is incorporated herein by this reference. Smoking and the use of tobacco-related products is prohibited in accordance with Ordinance No. 26-91, Richland Municipal Code 2.58. Employees shall comply with the terms and conditions of the ordinance.

24.0 -- COMMERCIAL DRIVER'S LICENSE

24.1 The City shall facilitate and cover the cost of physical examinations required of employees to maintain commercial driver's licenses. In addition, the City shall reimburse employees for the cost of renewing required commercial driver's licenses.

DRAFT

SIGNATURES

The parties hereto have caused this Agreement to be executed
this _____ day of _____, ~~2021~~ 2023.

City of Richland, Washington

IBEW Local 77

Jon Amundson, ICMA-CM
City Manager

Date

Rex Habner
Business Manager

Date

Joe Schiessl
Deputy City Manager

Date

Will Power
Business Representative

Date

Clint Whitney
Energy Services Director

Date

Matt Suarez
Shop Steward

Date

Lacey Paulsen
Human Resources Director

Date

Robert Marlow
Negotiations Team

Date

Chris Zurcher
Negotiations Team

Date

ATTEST:

Jennifer Rogers
City Clerk

Date

APPROVED TO FORM:

Heather Kintzley
City Attorney

Date

~~Appendix A~~

~~2021-2023 Classifications & Wages~~

[illegible]

	2020**	6/1/2021	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023
		3.00%	4.00%	3.00%	0.75%	3.00%	0.75%
<u>SYSTEMS DIVISION cont.</u>							
METER, POWER & PROTECTION TECHNICIAN I	\$49.26	\$50.74	N/A	\$52.26	\$52.65	\$54.23	\$54.64
<u>TECHNICAL SERVICES DIVISION</u>							
ELECTRONIC & INSTRUMENTATION LEAD (M-F)	\$54.26	\$55.89	N/A	\$57.57	\$58.00	\$59.74	\$60.19
ELECTRONIC & INSTRUMENTATION TECHNICIAN III	\$52.11	\$53.67	N/A	\$55.28	\$55.69	\$57.36	\$57.79
ELECTRONIC & INSTRUMENTATION TECHNICIAN II	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
ELECTRONIC & INSTRUMENTATION TECHNICIAN I	\$48.77	\$50.23	N/A	\$51.74	\$52.13	\$53.69	\$54.09
ELECTRICIAN LEAD (M-F)	\$54.26	\$55.89	N/A	\$57.57	\$58.00	\$59.74	\$60.19
ELECTRICIAN-III	\$52.11	\$53.67	N/A	\$55.28	\$55.69	\$57.36	\$57.79
ELECTRICIAN-II	\$50.20	\$51.71	N/A	\$53.26	\$53.66	\$55.27	\$55.68
ELECTRICIAN-I	\$48.77	\$50.23	N/A	\$51.74	\$52.13	\$53.69	\$54.09

~~*\$1000 on the first pay period following ratification to all current employees who were employed as of 1-1-2021 and the individual who retired on 6/30/21. (the amount will be prorated for employees hired after 1-1-2021 through 4-30-21).~~

~~**Should the City of Richland distribute funds received pursuant to the American Rescue Plan to other Essential Workers in any manner, the IBEW Local 77 bargaining unit shall also receive a like amount relative to base hourly wage.--~~

Appendix A
2024-2026 Classifications & Wages

	2023	<u>2024</u>	<u>2025</u>	<u>2026</u>
		<u>7.00%</u>	<u>4.00%</u>	<u>3.50%</u>
<u>WAREHOUSE DIVISION (Grandfathered Employee)</u>				
LEAD WAREHOUSE WORKER	\$44.15	<u>\$47.24</u>	<u>\$49.13</u>	<u>\$50.85</u>
WAREHOUSEWORKER II (3rd 6 mos)	\$38.46	<u>\$41.15</u>	<u>\$42.80</u>	<u>\$44.30</u>
<u>POWER OPERATIONS DIVISION</u>				
SERVICE CREW LEAD (M-F)	\$61.13	<u>\$65.41</u>	<u>\$68.03</u>	<u>\$70.41</u>
JOURNEY LINEWORKER (M-F)	\$54.34	<u>\$58.14</u>	<u>\$60.47</u>	<u>\$62.59</u>
INSPECTOR II	\$60.54	<u>\$64.78</u>	<u>\$67.37</u>	<u>\$69.73</u>
INSPECTOR I	\$56.52	<u>\$60.48</u>	<u>\$62.90</u>	<u>\$65.10</u>
APPRENTICE LINE, WIRE, & METER #6	\$51.66	<u>\$55.28</u>	<u>\$57.49</u>	<u>\$59.50</u>
APPRENTICE LINE, WIRE, & METER #5	\$46.76	<u>\$50.30</u>	<u>\$52.03</u>	<u>\$53.85</u>
APPRENTICE LINE, WIRE, & METER #4	\$44.59	<u>\$47.71</u>	<u>\$49.62</u>	<u>\$51.36</u>
APPRENTICE LINE, WIRE, & METER #3	\$42.96	<u>\$45.97</u>	<u>\$47.81</u>	<u>\$49.48</u>
APPRENTICE LINE, WIRE, & METER #2	\$41.86	<u>\$44.79</u>	<u>\$46.58</u>	<u>\$48.21</u>
APPRENTICE LINE, WIRE, & METER #1	\$40.80	<u>\$43.66</u>	<u>\$45.41</u>	<u>\$47.00</u>
ELECTRICAL SYSTEMS DISPATCHER II	\$61.46	<u>\$65.76</u>	<u>\$68.39</u>	<u>\$70.78</u>
ELECTRICAL SYSTEMS DISPATCHER I (TRAINING)	\$56.52	<u>\$60.48</u>	<u>\$62.90</u>	<u>\$65.10</u>
HEAVY EQUIPMENT OPERATOR	\$48.46	<u>\$51.85</u>	<u>\$53.92</u>	<u>\$55.81</u>
<u>SYSTEMS DIVISION</u>				
METER, POWER & PROTECTION LEAD (M-F)	\$62.55	<u>\$66.93</u>	<u>\$69.61</u>	<u>\$72.05</u>
METER, POWER & PROTECTION TECHNICIAN III	\$59.26	<u>\$63.41</u>	<u>\$65.95</u>	<u>\$68.26</u>
METER, POWER & PROTECTION TECHNICIAN II	\$57.07	<u>\$61.06</u>	<u>\$63.50</u>	<u>\$65.72</u>
METER, POWER & PROTECTION TECHNICIAN I	\$55.46	<u>\$59.34</u>	<u>\$61.71</u>	<u>\$63.87</u>
<u>TECHNICAL SERVICES DIVISION</u>				
ELECTRONIC & INSTRUMENTATION LEAD (M-F)	\$61.09	<u>\$65.37</u>	<u>\$67.98</u>	<u>\$70.36</u>
ELECTRONICS & COMMUNICATION TECHNICIAN III	\$58.67	<u>\$62.78</u>	<u>\$65.29</u>	<u>\$67.58</u>
ELECTRONICS & COMMUNICATION TECHNICIAN II	\$56.52	<u>\$60.48</u>	<u>\$62.90</u>	<u>\$65.10</u>
ELECTRONICS & COMMUNICATION TECHNICIAN I	\$54.91	<u>\$58.75</u>	<u>\$61.10</u>	<u>\$63.24</u>
ELECTRICIAN LEAD (M-F)	\$61.09	<u>\$65.37</u>	<u>\$67.98</u>	<u>\$70.36</u>
ELECTRICIAN III	\$59.26	<u>\$63.41</u>	<u>\$65.95</u>	<u>\$68.26</u>
ELECTRICIAN II	\$56.52	<u>\$60.48</u>	<u>\$62.90</u>	<u>\$65.10</u>
ELECTRICIAN I	\$54.91	<u>\$58.75</u>	<u>\$61.10</u>	<u>\$63.24</u>



MEMORANDUM OF UNDERSTANDING

The City of Richland And The International Brotherhood of Electrical Workers Local #77

Alternative Work Schedules

Purpose:

The purpose of this document is to describe a 4/10's alternate work schedule of four ten-hour workdays each week and to supersede all other alternate work schedules. An alternate work schedule is to provide the same level of service for customers, without incurring additional costs, while increasing workplace desirability for employees. City and Union agree that the shared values of teamwork, integrity, and excellence are paramount to providing high customer service consistent with the normal work schedule.

Introduction:

This document is for the 4/10's alternate work schedule of four ten-hour work days each week under the provisions of the Collective Bargaining Agreement (CBA) between City of Richland ("City") and International Brotherhood of Electrical Workers Local Union No. 77 ("Union"). Where the guidelines in this document are silent, the provisions of the CBA will prevail.

Guidelines:

As authorized in Section 8.1 of the CBA, the 4/10's is an alternate work schedule to the normal Monday to Friday, eight (8) hour workday from 7:00am to 3:30pm with one-half (1/2) hour lunch period from noon to 12:30pm. Such 4/10's alternate work schedule will be implemented if one hundred percent (100%) of the employees in a workgroup indicate willingness to such an exception to Section 8.1 under these Guidelines and the City's management agrees to such an exception (e.g., mutual agreement). For the purposes of this agreement workgroups will be defined as: Power Operations, Dispatchers, Meter Power & Protection Technicians (MPP), Electricians, and Electronic Technicians. This agreement does not apply to any other workgroup. Without workgroup agreement, the normal workday will continue to be utilized for the workgroup. This document supersedes the 8/9's alternate work schedule and sunsets the 2006 8/9's MOU.

At any time, within any workgroup, the City may provide sixty (60) days' notice of intent to discontinue the alternate work schedule program described within this document. Impacts to customer service or other City departments (i.e. Equipment Maintenance, Warehouse) are examples for ending an alternate work schedule within any workgroup. Should such notice be given, the City and Local 77 will work cooperatively in an effort to resolve any issue giving rise to the City's intent to discontinue. Should those discussions fail to produce a solution within forty-five (45) days, the City may proceed with cancelling the program.

4/10's Work Schedule:

Workday hours will be ten (10) hour days beginning at 6:00am and ending at 4:30pm with a one-half (1/2) hour lunch from noon to 12:30pm. The workdays will be Monday-Thursday (Mon-Thu) or Tuesday-Friday (Tue-Fri) within a workgroup. To provide five days a week of customer service coverage, employees will generally be equally split, between the Mon-Thu and Tue-Fri workday schedules. Employees will remain on designated schedule and will not swap with other employees without Director or designee's approval.

4/10's Work Schedule Peculiarities:

- All hours worked outside the 4/10's work schedule shall be at the overtime rate.
- Employees working Tue-Fri shall take Tuesday off when a holiday occurs on their normal Monday off.
- Employees working Mon-Thu shall take Thursday off when a holiday occurs on their normal Friday off.
- ~~Employees on a 4/10's will use two hours of PTO or other City approved leave to account for any normal eight (8) hour holiday.~~
- Employees on a 4/10's work schedule will be compensated with ten (10) hours for the recognized holiday. If the 4/10's schedule is rescinded, employee holiday compensation will revert to eight (8) hours for the recognized holiday.
- Staffing levels will be considered when leave requests are submitted so that City operations can be fully supported as needed.

Dated this _____ day of _____, 2023.

City of Richland:

IBEW:

Jon Amundson, ICMA-CM, City Manager

Will Power, Business Representative

Joe Schiessl, Deputy City Manager

Clint Whitney, Energy Services Director

Lacey Paulsen, Human Resources Director



MEMORANDUM OF UNDERSTANDING

**The City of Richland
And
The International Brotherhood of Electrical Workers Local #77
Warehouse Worker**

The City of Richland ("City") and the International Brotherhood of Electrical Workers Local Union No. 77 ("Union") enter into this Memorandum of Understanding (MOU) regarding the Warehouse division. The City and Union are referred to herein as the "Parties."

The parties to the agreement hereby agree that the Warehouse division work will become bargaining unit work of the International Union of Operating Engineers Local Union No. 280 effective as of the date of this MOU. The current IBEW Warehouse Worker II will be grandfathered into the Union and will remain an IBEW represented employee until such time as this employee leaves service with the City.

The change effectuated by this MOU shall be effective on the date signed by all parties.

Dated this 1st day of oct., 2021.

City of Richland:

Jon Amundson, ICMA-CM, Interim City Manager

Clint Whitney, Energy Services Director

IBEW:

Will Power, Business Representative

Addendum:

Dispatch Training Evaluation Criteria

10-22-2020

An employee training in Dispatch will be evaluated by the Supervisor/Manager with input from the Dispatcher on the following criteria to demonstrate the employee is qualified to operate as a Dispatcher. The employee will be evaluated after a minimum of six (6) months training 1,000 hours as a Dispatcher in training. The employee will have up to 1,250 hours of training to demonstrate qualification. If the employee fails to demonstrate qualification after 1,250 hours of training, the employee will not be utilized as a fill in Dispatcher or offered more Dispatcher training. Selection for training in Dispatch will be based upon department seniority at Journey level. It is understood terminology of the qualification criteria will change as systems are upgraded.

1. One-line Map

- a. Identify and describe the following items on the one-line map
 - i. Map block information
 - ii. Station
 - iii. Phases and phasing
 1. Number of conductors
 2. Phase identification
 - iv. Switching points
 1. N.O. point
 2. N.C. point
 3. Abnormal Open
 4. Abnormal Closed
 - v. Switches
 1. Gang operated switch
 2. Blade disconnect
 - vi. Conductor information
 1. Conduit
 2. Jacketed or unjacketed
- b. Demonstrate the ability to trace each circuit on the one-line map and determine the circuit's normal open points and parallel feed options.
- c. Given a location on the ESRI map, find the corresponding location on the one-line map.
- d. Given a station on a street, determine the location on the one-line and the circuit of that station.

2. ESRI map

- a. Identify and describe the following items on the ESRI map
 - i. Map symbols
 1. Conductors
 - a. Primary
 - b. Secondary
 - c. Service
 - d. Street light
 - e. Communications
 2. Stations

- a. Vault
 - b. Switch cabinet
 - c. Transformer
 - d. Street light
 - e. "J" box
 - f. Traffic feed
 - g. Cable feed
 - h. Conduit
 - b. Given an address, determine what transformer the customer is being feed from, the number of customers on that transformer, and the circuit the transformer is connected to.
 - c. Given a location on the one-line drawing, find the corresponding location on the ESRI map.
 - d. Given a location on the ESRI map, print the map.
3. Switching orders
- a. Describe the purpose of switching.
 - b. What determines max loading on a circuit?
 - c. What determines max loading on the substation transformer?
 - d. Describe what a clearance is.
 - e. Define all the procedures for completing a switching order to include but not limited to the following;
 - i. Switch log
 - 1. Switching order number
 - 2. Clearance order number
 - ii. Paralleling circuits on same substation bank
 - 1. Reclosures
 - 2. Loading
 - 3. Voltage – LTC, Regulator
 - iii. Paralleling circuits on different substation banks
 - 1. Reclosures
 - 2. Loading
 - 3. Voltage – LTC, Regulator
 - iv. Crew communication
 - 1. Radio
 - a. Preferred method of communication when switching
 - b. Repeat orders
 - i. Crew repeats order given
 - ii. Dispatch repeat crew operation
 - 2. Phone
 - a. Alternate method of communication
 - b. Repeat information
 - f. Perform a switching order operation, including all documentation.
4. Asset Management Systems
- a. Purpose of asset management systems?

- b. Describe all information contained on asset forms and the purpose
- c. Given a location on the map, find the corresponding asset management information and compare information on each

5. SCADA

- a. Supervisory Control and Data Acquisition (SCADA)
- b. Describe the use of SCADA
- c. Describe the different screens of the SCADA system.
- d. Demonstrate the ability to navigate to the different SCADA screens.
- e. Demonstrate the correct response to various alarms and reset the alarms.
- f. Demonstrate how to operate the various breaker controls
 - i. Reclosure and apply a hold tag
 - ii. Ground Trip
 - iii. Open/Close
- g. After a breaker has tripped find the following information
 - i. Phases involved
 - ii. Fault current and what does this tell you?
 - iii. Breaker sequence of operation

6. Computer

- a. Futura staking system
 - i. Open a current job
 - ii. Print a current job, including enlarging print
 - iii. Modify a current job / as-built
 - iv. Create a new job
- b. Word
 - i. Write a switching order using Word.
- c. Excel
 - i. Open a spreadsheet
 - ii. Modify spreadsheet data
- d. Sharepoint
 - i. Switch data
 - ii. Transformer data
 - iii. Pole data
 - iv. Query data
- e. CIS
 - i. Find customer information
 - ii. Create a service order
- f. Outlook
 - i. Email
 - ii. Enter service crew requests on calendar/Sharepoint
- g. AutoCAD
 - i. Open appropriate maps
 - ii. Print various maps in different sizes
- h. ESRI
 - i. Complete ESRI training

- ii. Work with team to develop new system / improvements
- 7. WAC, NESC
 - a. WAC
 - i. What is this manual?
 - ii. How does this manual guide our activities?
 - iii. What sections apply to the dispatch responsibilities?
 - b. NESC
 - i. Define what this document is
 - ii. What sections of this manual apply to the State of Washington?
- 8. Clearances
 - a. What is a clearance?
 - b. Where is a clearance defined?
- 9. Daily Log
 - a. What is the daily log?
 - b. Enter a record
 - c. Send the daily report
 - d. Research various requests (query)
- 10. As-built
 - a. Locate a previous job in file
 - b. Complete an as-built
 - c. Update map
- 11. Substation Equipment
 - a. Transformer Bank
 - i. What is the rating of each of the substation transformer banks?
 - ii. How does weather influence loading?
 - b. Breakers
 - i. What purpose does the breaker serve in the system?
 - ii. What is "cold load pickup"?
 - iii. Will a breaker trip before a fuse will blow? Explain.
 - iv. Describe the breaker trip operation?
 - v. What is a one-shot? What changes in how the breaker operates?
 - c. Circuit switchers
 - i. What is the purpose of a circuit switcher?
 - ii. When will the circuit switcher operate?
 - d. LTC
 - i. What is the function of the LTC?
 - ii. What function has to be performed with the LTC when switching between banks? Explain.
 - iii. When switching between banks across the buss in the same substation, what must be done with the LTC's?
 - e. Regulator

- i. What is the function of the regulator?
 - ii. How is a regulator different than an LTC?
 - iii. What must be done to bypass the regulator?
- f. Relays
 - i. Overcurrent
 - 1. What is the function of the over-current relay?
 - ii. Differential
 - 1. What is the function of the differential relay?
- g. Auxiliary Buss
 - i. What is the function of the auxiliary buss?

12. Troubleshooting

- a. Locate and describe information that is available from a substation relay and how this information could be used in troubleshooting.
- b. Describe the purpose of a fuse.
- c. Will a fuse blow before a substation breaker will trip? Explain.
- d. Describe the theory of fault indicator operation.
- e. Describe how a fault indicator is used in troubleshooting.
- f. Describe how the cable information label on the map indicates and how this information is used in troubleshooting.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-185, Amending the Compensation Plan for Unaffiliated Employees - 2024 and Continuing

Department/Office
Human Resources

Ordinance/Resolution Number:
2023-185

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-185, approving the City of Richland Compensation Plan for Unaffiliated Employees - 2024 and Continuing.

Summary:

Routine adjustments to the City's Compensation Plan for Unaffiliated Employees are necessary to incorporate changes that reflect current organizational practices, policies, and procedures to align with integrating industry best practices, help maintain compliance with current employment laws, and foster a culture of continuous improvement. The Compensation Plan for Unaffiliated Employees serves as a guide for employees, aiding in conflict resolution, performance management, and overall employee relations.

Additionally, the City's compensation schedule is regularly adjusted, typically at the end of each calendar year, to keep employee pay aligned with the market. This effort is critical to recruiting and retaining top talent. These adjustments, along with other housekeeping updates such as aligning positions based on internal restructuring, eliminating obsolete job titles, and incorporating newly created positions, are presented as Exhibit A to the Compensation Plan for Unaffiliated Employees - 2024 and Continuing. The proposed adjustments to the compensation schedule will take effect on December 18, 2023, which is the start of the 2024 payroll year, and include a market adjustment of 2%, which aligns with the City's analysis of internal and external comparators as well as other current economic factors.

Adjusting the compensation schedule by 2% does not have the effect of increasing employee pay by 2%. Instead, it builds capacity for pay increases for those employees who have reached the top of the pay scale due to longevity, and aligns mid-range compensation with market rates for similar work. Individual pay increases occur separately as a part of the City's pay-for-performance program, and percentage increases are awarded on an individual basis based on performance.

Consistent with Article VI, Section 6.03 of the Richland City Charter, a public hearing was held on December 5, 2023 to take public testimony on the proposed action.

Staff recommends approval of Resolution No. 2023-185.

Fiscal Impact:

The fiscal impacts of the proposed amendments to the Compensation Plan for Unaffiliated Employees - 2024 and Continuing, including updates to Exhibit A, were included in the City's 2024 Budget.

Attachments:

- I. Resolution No. 2023-185

RESOLUTION NO. 2023-185

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING THE COMPENSATION PLAN FOR UNAFFILIATED
EMPLOYEES – 2024 AND CONTINUING.**

WHEREAS, the Richland City Council desires to attract and retain qualified unaffiliated employees; and

WHEREAS, Chapter 2.28 of the Richland Municipal Code (RMC) provides for regular review and adoption of the *City of Richland Compensation Plan for Unaffiliated Employees*; and

WHEREAS, amendments to the *Compensation Plan for Unaffiliated Employees* are recommended to reflect current policies, procedures and compliance-related items; and

WHEREAS, with regard to compensation, the City previously contracted with Springsted, Inc. to complete a Classification and Compensation Study to determine the appropriate classification of positions based on an established objective evaluation process; and

WHEREAS, the *2024 Unaffiliated Staff Classifications, Pay Grades and Salaries* schedule attached to the *City of Richland Compensation Plan for Unaffiliated Employees* reflects an updated alignment of positions based on internal restructuring, eliminates obsolete titles, incorporates new positions created since the last comprehensive update was performed, and establishes a new market competitive pay structure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that amendments to the *Compensation Plan for Unaffiliated Employees – 2024 and Continuing*, attached hereto as **Exhibit A**, are hereby adopted.

BE IT FURTHER RESOLVED that the *2024 Unaffiliated Staff Classifications, Pay Grades and Salaries* schedule provided as Exhibit A to the *Compensation Plan for Unaffiliated Employees – 2024 and Continuing* shall be effective December 18, 2023 (the beginning of the 2024 payroll year), and shall supersede the existing *2023 Unaffiliated Staff Classifications, Pay Grades and Salaries* schedule.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY OF RICHLAND

COMPENSATION PLAN FOR UNAFFILIATED EMPLOYEES

2015 2023 and Continuing

Adopted by Resolution No. 2023-185
December 5, 2023



Introduction

As outlined in Chapter 2.28 of the Richland Municipal Code (RMC), this compensation plan (Plan) for unaffiliated employees is intended to summarize the City's basic personnel policies and is intended to serve as a resource concerning your employment with the City. ~~serves to document and govern the wages, hours and conditions of employment for unaffiliated staff. This~~ The pPlan shall be amended from time to time as desired by the City Manager or Council. It is understood that the City Manager maintains broad discretion in administering ~~this plan~~ the Plan and implementing subordinate policies and procedures required under the Plan ~~this plan~~, by law or regulation, or to ensure the safe, efficient, and professional operation of the City. ~~These rules are~~ This document is subordinate to Chapter 2.28 ~~of the~~ RMC, and where conflicts exist, the RMC shall prevail.

This Plan is adopted by Resolution No. 2023-185 and shall carryover and remain in effect until such time it is amended by the City Council. ~~This Plan shall be reviewed, but not necessarily amended, at least every four years. This document is not a contract of employment and does not promise or guarantee any particular benefit or specific action.~~

Covered Classifications, Definitions and Employment Status

Covered Classifications

Exhibit A enumerates the classifications covered by this pPlan. ~~All~~ Exhibit A identifies each classifications ~~have a~~ title, classification status, EEO-4 group status, Fair Labor Standards Act (FLSA) exemption status, and pay grade. ~~Except Special Appointees, a~~ All employees must be associated with the following: ~~a:~~

- ~~a) Classification (i.e. position title) as enumerated in Exhibit 'A' and~~
 - ~~b) Position control number which enables accurate tracking and alignment with budget.~~
1. Classification – A position's classification status is either classified or unclassified as defined by Chapter 2.28 ~~of the~~ RMC.
 2. EEO-4 Group Status – The EEO-4 group status is assigned based on ~~defines~~ the type of work a ~~classification~~ position is responsible for performing, as well as other criteria ~~as~~ defined by ~~in~~ the Equal Employment Opportunity Commission (EEOC). ~~4 report, and is categorized as Officials and Administrators, Professionals, Technicians, Protective Service Workers, Paraprofessionals, Administrative Support, Skilled Craft Workers, or Service Maintenance.~~
 3. Exemption Status – Under the Fair Labor Standards Act (FLSA), employees may be eligible or ineligible for overtime pay. Employees eligible for overtime are "non-exempt" and employees who are ineligible for overtime are "exempt." Exempt positions must meet the salary and duties tests under the FLSA. ~~status is Exempt (Executive, Administrative, or~~

~~Professional), or Non-exempt as outlined by Federal law.~~

4. Pay Grade – The pay grade denotes the pay grade and associated minimum, midpoint, and maximum pay rate ~~, which is~~ assigned to the classification.
5. Position Control Number – The position control number enables accurate tracking of positions and alignment with budgeted positions. They are specific positions approved by the City Manager and City Council, that are funded in the operating or capital budgets as FTEs. Both salaries and benefits are budgeted for these positions.

The City Manager may add to, delete from, or modify Exhibit A within existing budget capacity. ~~this list of classification titles and make changes to Group Status, FLSA status, and Pay Grade, as the needs of the City dictate, provided however that such changes are within the City wide budget approved by the City Council~~ Such amendments shall be ratified by the City Council as a part of the annual budget approval process, ~~or~~ mid-year budget amendment process, or when this ~~p~~lan is amended from time to time.

Employment Status

All positions held by employees of the City are categorized under an employment status which determines the length of service, hours scheduled, and benefit eligibility. Employment status categories include:

1. Regular Full-Time – Any employee who is employed for a minimum of 30-40 hours per week, who has successfully completed a probationary period in a position and who continues to successfully meet the requirements of that position as determined by the appointing authority.
2. Regular Part-Time – Any employee who is employed on a monthly average of 20 or more, yet less than 30 hours per week, who has successfully completed a probationary period in a position and who continues to successfully meet the requirements of that position as determined by the appointing authority.
3. Probationary – Any employee who is serving in a probationary period prior to being appointed as a regular full-time or regular part-time employee.
4. Intermittent – Any employee qualified to work in a specific position classification who works at irregular or variable intervals, not to exceed an average of 30 hours per week. Employment is not guaranteed for any length of time.

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5. **Temporary** – Any employee who is hired or rehired into a position for which the customary tenure is eight (8) months or less, and who may occupy either a full-time or part-time position. Temporary employees have no right to steady employment, prior notice of termination, or preference for regular full-time or regular part-time positions. Seasonal temporary employees are subject to a mandatory annual break in service of approximately thirteen (13) consecutive weeks before being eligible for rehire.
6. **Limited Term** – Any employee who is hired or rehired into a position for which the tenure of employment is expected to be greater than eight (8) months but no longer than twenty-four (24) months, and who may occupy either a full-time or part-time position. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time or regular part-time job openings.
7. **Provisional** – Any employee hired without having participated in a competitive examination process for which the tenure of employment does not exceed four (4) months, and who may occupy either a full-time or part-time position. Employment is not guaranteed for any length of time.
8. **Student Worker/Internship** – In recognition of the importance of participating in strategic community development and workforce planning, the city may provide local government work-learning opportunities. Appointments to these positions will be made in accordance with RMC 2.28.465 and the Internship Education Program Policy No. 1440.

~~Regular Employment Categories~~

- ~~a) **Full time – 40 Hours.** At time of hire or change in job classification, employee is reasonably expected to work, on average, 40 or more hours per week; employment is anticipated to be ongoing.~~
- ~~b) **Full time – 30 Hours.** At time of hire or change in job classification, employee is reasonably expected to work, on average, at least 30 but less than 40 or more hours per week; employment is anticipated to be ongoing.~~
- ~~c) **Part time.** At time of hire or change in job classification, employee is reasonably expected to work, on average, less than 30 hours per week. For administrative purposes, the City shall typically target no greater than a 28-hour per week average; employment is anticipated to be ongoing.~~

~~Contingent Employment Categories~~

- ~~a) **Variable Hour (Intermittent).** At the time of hire or change in job classification, the City cannot reasonably determine whether employee will or will not average 30 or more hours~~

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~~per week. Normally a Variable Hour/Intermittent employee will not exceed an average of 17 hours per week. For administrative purposes, the City shall ensure no greater than a 28 hour per week average. Employment is not guaranteed for any length of time or hours per week.~~

- ~~b) **Seasonal Temporary — 6 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the customary annual employment is approximately six months or less, beginning in approximately the same season of each calendar year. Seasonal employees are subject to a mandatory annual break in service of approximately six continuous months. Employment is not guaranteed for any length of time or hours per week.~~
- ~~c) **Temporary — 6 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is non-seasonal and is no more than 6 months. Employment is not guaranteed for any length of time or hours per week.~~
- ~~d) **Temporary — 8 months.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is more than six months but no more than 8 months. Employment is not guaranteed for any length of time or hours per week.~~
- ~~e) **Limited Term — Up to 2 Years.** At time of hire or change in job classification, employee is hired or re-hired into a position for which the employment is expected to be more than eight months but no more than two years. Employment is not guaranteed for any length of time or hours per week.~~
- ~~f) **Provisional** — Provisional employees are hired for 4 months or less when staffing needs are urgent. The hiring of Provisional employees does not require a certification list. Employment is not guaranteed for any length of time or hours per week.~~
- ~~g) **Special Appointee** — When an employee is hired or assigned and there is no applicable job classification pertaining to the assignment, the employee is in a Special Appointee status. The length of the assignment of a Special Appointee is subject to City Manager approval. Employment is not guaranteed for any length of time or hours per week.~~

Performance Management Process

Performance Assessment System (PAS)

The City utilizes a Performance Assessment System (PAS) to manage employee performance and results. Under the PAS, the City ~~utilizes performance management software for~~ completes regular performance evaluations on unaffiliated employees. ~~, referred to as the Performance Evaluation~~

~~(PE).~~

Competency-based and Goal-based Performance Management Model

The PAS includes both competency-based and goal-based components of the performance management model. Combined, employees are evaluated both on what work is completed and how it is accomplished.

1. Goals define specific work projects or deliverables which are derived from strategic and operational priorities. These define “what” work is to be completed within the performance model.
2. The Competencies define the behavioral expectations of employees at four levels within the organization: 1) Foundational; 2) Supervisory; 3) Managerial; and 4) Executive. These competencies, combined with the City’s Shared Values, define expectations for employee behavior, or the “how” the work is to be completed within the performance model.

Performance Ratings

~~The PAS~~ Performance ratings are defined as follows:

Exceptional	This rating should be interpreted as a job that goes "above and beyond." It is appropriate for employees who have achieved and exceeded expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been exceeded on a consistent basis.
Successful	This rating should be interpreted as a “job well done.” It is appropriate for employees who have achieved the expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been met on a consistent basis.
Needs Improvement	This rating is intended to focus the employee’s attention on improving or changing performance on their goals, competencies and/or the City's Shared Values. A rating of Needs Improvement means that expectations were not achieved as expected.

After individual components of employee performance are rated, the immediate supervisor/manager provides an “Overall Performance Rating,” utilizing the above rating categories. A Performance Improvement Plan (PIP) is required for an overall year-end performance rating of “Needs Improvement.” PIPs may also be used for individual goal or competency ratings of “Needs

Improvement.”

Employee Participation in PAS

All regular full-time ~~40, full-time 30,~~ and regular part-time unaffiliated employees shall participate in the PAS process ~~for the each~~ year, provided their first day of work as an unaffiliated employee commences prior to July 1st of that year. Employees hired (or transferred from an affiliated status) July 1st or later ~~of each year~~ do not participate in the PAS process for their initial year. ~~However,~~ Although ineligible to participate in PAS during the first year in the position, these employees are eligible to participate in following years, and, with Department Director and City Manager approval, may receive up to a two percent (2%) salary increase for an “exceptional” performance rating during ~~his/her their initial~~ probationary period ~~or first six months~~. “At will” employees hired on or after July 1st may receive up to a two percent (2%) salary increase for “exceptional” performance after six (6) months of employment. Unaffiliated employees promoted or transferred to a new job or classification remain eligible to participate in the PAS for the year.

Intermittent, limited term, provisional, and temporary unaffiliated employees are not eligible to participate in the full PAS process; however, performance feedback sessions will be conducted by supervisors. Intermittent and temporary unaffiliated staff having worked for the City for a minimum of twelve (12) months may be eligible for an annual salary increase. The annual increase is to be determined by the City Manager and is subject to available funds.

Performance Based Salary Adjustments

The performance-based salary adjustments shall be effective the first payroll period of the payroll year following the performance measurement period, subject to available funds.

PAS salary adjustments will be prepared by Department Directors. The City Manager has the authority to amend the salary adjustments annually to ensure budget compliance and to meet the needs of the City.

~~The City Manager may issue one-time performance awards for exceptional performance on a major project, assignment, or accomplishment, subject to available funds. A request/approval form for performance awards must be submitted by the Department Director to the Human Resources Director for City Manager approval.~~

Pay Structure

~~This pay structure entails a pay grade each with a designated minimum, midpoint and maximum as defined below:~~

The pay structure for unaffiliated staff is an important component of the City’s compensation program and helps ensure that the pay grades are externally competitive and internally equitable. The City Manager may issue policies that further define the City’s compensation philosophy.

The pay structure is defined below as:

Pay Grade	A common pay range which includes a minimum, midpoint, and maximum <u>for each position and</u> which may be assigned to many <u>multiple</u> classifications.
Pay Range Minimum	The lowest base pay rate payable to an employee. The Minimum is 80% of the Midpoint.
Pay Range Midpoint	The area of the range that typically represents the prevailing market pay level for a job. The midpoint <u>for the range and is a fair and competitive salary based on market pay levels.</u> is tied to market for like classifications.
Pay Range Maximum	The highest level of base pay an employee can receive in a given job. Employees shall not exceed the pay range maximum. The Maximum is 120% of the Midpoint.
Base Pay	The point within the pay range assigned to an employee, exclusive of any one-time performance award. All movement within the range is calculated on base pay.

Pay Range Adjustments

Pay range adjustments will be made periodically. These adjustments will be based on multiple factors, such as market movement and cost of living, with due regard to ranges of pay for other classes, relative difficulty in responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Richland area, rates of pay in other jurisdictions, the financial policies of the City, and other economic considerations.

When the range is adjusted for a classification the employee's base pay may be adjusted commensurate with education and experience requirements, subject to internal pay equity considerations ~~stays at the same pay rate, except that he or she~~ and they must be paid at least the minimum of the range.

Placement in Range Upon Hire

The City's compensation system provides that employees are hired at a market- competitive rate which will suffice until they are eligible to participate in the annual PAS process. Employees may be hired at rates above the minimum of the pay range ~~based on exceptional qualifications, or experience.~~ ~~Hiring above the minimum is subject to the approval of the Human Resources Director.~~ When hiring above the midpoint is recommended by a Department Director, it is subject to the approval of the

City Manager, in consultation with Human Resources ~~Director~~.

Progression Through the Range

Employees are able to progress through the range based on annual performance evaluations and the PAS process ~~as documented via annual performance assessments~~.

Appeals

Utilizing their regular reporting structure, employees may appeal performance evaluations ~~assessments~~, or the specific salary increase associated with that evaluation ~~assessment~~ up to their respective Department Director. Employees not satisfied with the resolution may then appeal to the Human Resources Director or City Manager.

Position Change

When an employee is transferred, promoted, demoted, reinstated, rehired or reclassified, the rate of pay for the new position will be as follows:

1. **Lateral (same grade) Transfers.** An employee will transfer at rates above the minimum of the pay range commensurate with education and experience requirements, subject to internal pay equity considerations. ~~at the same rate of pay when laterally transferred to another position in the same grade. Exceptions may be approved by the City Manager.~~
2. **Promotion/Reclassification.** An employee who is promoted or reclassified shall receive at least the minimum of the new pay grade or rates above the minimum of the pay range commensurate with education and experience requirements, subject to internal pay equity considerations. ~~Promoted employees may receive a salary increase, generally four percent (4%), but not to exceed the maximum salary of the new grade. Increases which move the base pay of the employee in the new pay grade above the midpoint are subject to City Manager approval, in consultation with the Human Resources Director.~~
3. **Demotion.** An employee who is demoted (voluntary or involuntary) shall be placed at a salary level deemed appropriate by ~~the~~ Human Resources ~~Director~~ and the Department Director and will be slotted in the appropriate pay range for the position commensurate with education and experience requirements, subject to internal pay equity considerations.
4. **Reinstatement.** An employee who is reinstated to ~~his/her~~ a previously held position, after an authorized leave of absence, or suspension or layoff, shall be paid at the same salary, not to exceed the maximum in the grade for the class that the employee was receiving at the time of the leave of absence, suspension, or layoff unless an increase is otherwise required by separate policy.

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5. **Rehire.** An employee who has resigned from a position in the City service and is subsequently rehired shall be paid in accordance with the rules governing original appointments to a position in the City's service.
6. **Temporary/Acting Assignments and Additional Duties.** With the approval of the Department Director and in consultation with Human Resources ~~Director~~, employees performing significant additional duties or responsibilities in addition to their own classification, or those serving full-time in an acting capacity or temporarily in a higher capacity (at least one grade) due to the absence of another employee, may be eligible for temporary additional pay. Such assignments are generally only considered prospectively after the employee has performed the job for two (2) consecutive weeks. The employee must substantially fulfill essential responsibilities, as determined by the Department Director, to qualify for the additional pay. Temporary/Acting Assignment or Additional Duty pay ~~shall~~ will generally be five percent (5%) or the minimum of the higher grade. At no time will an employee be placed higher than the maximum of the grade for the temporary/acting assignment.

Probationary Period

Except as noted below, all original and promotional appointments for regular full-time ~~40, full-time 30~~ and regular part-time employees shall be tentative and require a probationary period of ~~at least six (6) months (one thousand forty (1040) work hours, not to exceed~~ twelve (12) months ~~total~~, during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees voluntarily transferring to the same or lower-level classification within a different department shall be subject to a new twelve (12) month probationary period. The immediate supervisor, manager or director shall make ~~a~~ periodic written performance assessments during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular employment. ~~Upon successful completion of an initial (first-time) City probationary period, the employee will be eligible to apply for internal job opportunities.~~

The Department Director may terminate a probationary employee at any time during the probationary period ~~with~~ in consultation with Human Resources and approval by the City Manager.

Employees with a status of "unclassified" (City Manager, Deputy City Manager, Assistant City Manager, Department Directors, Division Managers) who were hired on or after July 1, 1999 are considered "at will" and not subject to ~~these provisions~~ a probationary period. "At will" employment means the City or employee may terminate the employment relationship at any time, with or without cause, and with or without notice. ~~Unclassified employees subject to civil service protections (i.e. Police Captain and Fire and Emergency Services Chief), and hired after July 1, 1999~~

~~are "at will" to the extent permissible by law.~~

Hours of Work and Working Schedules

~~For all non-exempt employees covered by this Plan,~~ The workweek consists of seven (7) consecutive 24-hour periods. The City retains the right to designate when the work period begins and ends. The defined workweek is not required to be the same for all employees. For non-exempt employees, the regular work schedule shall involve service of eight (8) hour days, five (5) days per week, total not to exceed forty (40) hours per workweek without prior authorization from an employee's immediate supervisor. Subject to such forty (40) hour per week maximum, All hours worked, whether regular or overtime hours, are recorded and paid in tenths of hours (each tenth equals six (6) minutes).

Department Directors may vary work schedules within their respective departments upon a determination that a change would increase the efficiency and effectiveness of overall City services. Exempt and non-exempt classified employees may be required to attend work on specific schedules to achieve operational and service needs.

Unclassified Employees

The provisions related to working schedules shall not apply to ~~the City Manager, Assistant City Manager, Department Directors, Directors, Division Managers, and all other~~ unclassified positions. Due to the particular nature of their respective offices and employment, which requires varying schedules in the performance of ~~their respective services and~~ their duties, ~~such~~ unclassified personnel adapt themselves, their schedules and their services as conditions may arise.

Departure from Schedules in Emergencies

The City Council by resolution, or the City Manager by administrative order, may authorize departure from the working schedules provided in this section for such periods of time as necessary in emergency situations. The Department Directors, in consultation with the City Manager, shall designate modified work schedules for the employees over whom they have jurisdiction, including those persons classified as exempt or non-exempt. The City Manager may issue policies that further define emergency situations and the authorities granted to Department Directors for managing employee schedules.

Meal, Rest and Lactation Breaks

Non-exempt employees are entitled to a paid ten (10) minute rest break for every four (4) hours of working time. Rest periods cannot be accrued or waived. Non-exempt employees are also entitled to an unpaid 30-minute lunch period each day, scheduled to begin between the second and fifth hour of the work shift. This lunch period cannot be accrued with rest periods or waived. Supervisors may schedule rest and meal periods within their work group to meet operational needs.

If you do not believe you are receiving adequate rest periods during your workday, promptly advise your supervisor or Human Resources.

In addition, for two (2) years following childbirth, or in accordance with state or federal laws, non-exempt employees who are nursing mothers are entitled to unpaid breaks during the workday for the purpose of expressing breast milk. These breaks will be paid to the extent they run concurrently with the above-referenced daily rest breaks.

The City will provide a suitable, private location for nursing breaks. Contact Human Resources to make appropriate arrangements if you need nursing breaks.

Overtime

Definition of Terms

1. **Overtime** – ~~For full-time~~ Non-exempt employees shall receive overtime pay in accordance with the FLSA for hours worked in excess of forty (40) hours in a workweek. ~~, overtime shall be considered hours worked in excess of employee's scheduled forty (40) hour work week (holiday, sick, paid time off and compensatory time off are to be considered as hours worked for purposes of overtime calculation).~~
2. **Call back** – Time worked when a non-exempt employee has left work or is on the employee's day off and is called back to work by the employee's supervisor or an authorized agent.
3. **Compensatory Time Off** – Paid time off to reimburse a non-exempt employee for time worked in lieu of overtime pay.
4. **Standby** – Off-duty time when a non-exempt employee is 'engaged to wait' at the direction of the employer.

Overtime Calculation

1. **Time and One-half Rate** – For non-exempt employees, one and one-half (1 1/2) times the employee's fixed rate of hourly pay times the number of overtime hours worked yields the amount of overtime pay earned at this rate. Time and one-half will be paid for all hours worked in excess of ~~employee's scheduled~~ forty (40) hours in a workweek. ~~workweek as defined in Section 7.01(a).~~

~~Note: In extraordinary cases, the City Manager may approve straight time or lump sum payments to exempt employees when they are required to work additional hours beyond~~

~~their regular work assignment.~~

2. ~~Administration~~ Compensatory Time Off – ~~Overtime worked, as designated and approved by the appropriate authority, will be accrued in tenths of hours (each tenth equals six (6) minutes).~~ Employees working in non-exempt job classifications may choose between compensation (pay) or compensatory time off (comp time) ~~leave~~ for overtime worked. Compensatory time ~~leave~~ will be subject to the following:
 - a. ~~Leave~~ Comp time is earned at a time and one-half rate.
 - b. ~~Leave~~ Comp time may be accrued to a maximum of eighty (80) hours.
 - c. ~~Leave~~ Comp time ~~to be~~ taken must be done so with supervisory approval, following the normal department time off request process established by the employee's director, manager or supervisor.

Call Back

When a non-exempt employee is called back to duty after completion of a normal work schedule or is on a day off, the employee shall be guaranteed a minimum of one and one-half hours of overtime, whether worked or not, beginning with the time of arrival on the job. All time worked over one and one-half hours on call-back assignment shall be compensated at the appropriate overtime rate of time and one-half except if the conditions specified above are applicable, ~~and accrued in increments of one tenth hours (six (6) minutes).~~

Meals

The Department Director may allow reimbursement for or the direct payment of the cost of meals eaten by employees who have worked at least four (4) hours overtime.

Standby Pay

In those cases where it is necessary to ensure continued operation of essential services, the City Manager may authorize incumbents of certain essential classified positions to standby during off-duty hours for immediate return to work. Standby shall normally be for a seven-day (7) period. Compensation for such standby time shall be thirty percent (30%) of the base annual salary afforded the classified position of the incumbent standing, divided by fifty-two (52). In those special cases where standby is less than seven (7) days, a pro rata compensation shall be computed and paid.

Administrative Leave

~~Employees in job classifications that are exempt from overtime under FLSA regulations, are eligible for Administrative Leave. Administrative Leave does not compensate employees on an hour for hour basis. Accordingly, exempt employees do not accrue a balance of Administrative Leave.~~

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~~Administrative Leave is not compensated upon separation of employment. Use of Administrative Leave is to be approved by an individual's supervisor.~~

Pay Process

City employees are paid bi-weekly on Thursdays. In the event a payday falls on a holiday, employees will typically be paid the workday preceding the holiday. Direct deposit of paychecks is required.

The City will withhold from the employee's paycheck those deductions required by law (payroll taxes and withholding, court-ordered garnishments, etc.), as well as any voluntary deductions authorized by the employee.

If you believe there are any errors in your pay (including possible overpayment or underpayment), that improper deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, including overtime, immediately report your concerns to Human Resources. All reported complaints will be promptly investigated, and corrective action will be taken if appropriate.

The City prohibits and will not tolerate retaliation against any employee who filed a good faith complaint under this procedure. No one will be disciplined, intimidated, or otherwise retaliated against for exercising rights under this procedure or applicable law.

Reduction in Force / Reduction of Hours

An employee may be laid off or have hours reduced due to lack of work, lack of funding or reorganization. An employee who is to be laid off or hours reduced will be given at least fourteen (14) calendar days' notice in advance unless other notice requirements are applicable to the reduction. Payment in lieu of notice shall satisfy this requirement.

In determining which employees shall be laid off or have hours reduced (when more than one employee holds the same job classification), the Department Director shall ~~give consideration to~~ consider the employee's job function, documented records of the employee's performance, length of service in the job classification and total length of service with the City. The City Manager shall approve any lay off or reduction of hours. The name of any employee laid off from the City's service shall be placed on a recall list maintained by Human Resources, in order of continuous service, and retained for a period of ninety (90) days.

Employees on a recall list shall be notified of the opportunity for recall when vacancies arise in the same or substantially similar classification occupied prior to lay off. Consideration for recall will be based on knowledge, skills, abilities, experience and job performance, not ranking on the list. Should those criteria be equal, the employee with the most total length of service with the City will be

recalled. Should the employee refuse the opportunity for recall, their name shall be removed from the recall list.

Nothing in this section shall limit the City's ability to demote or utilize other means of responding to issues related to lack of work, reorganization, or lack of funds.

Insurance and Benefits

As described herein, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, dependent on employment status. ~~Coverage generally begins the first of the month following the employee's date of hire.~~ The exact terms of coverage are outlined in the respective plan documents and are available through [the employee benefits portal or](#) Human Resources. ~~Office. Unless otherwise specifically stated, all benefits in this Comprehensive Plan (life insurance, PTP, etc.) pertain only to Full-time 40 Hour employees.~~

~~Eligibility for Primary or Essential Health Plans~~

~~**Full-time — 40 Hours.** Full-time 40 hour employees are eligible for the City's Primary health coverage and will be enrolled in this health coverage as specified in the Plan documents. In no event shall the date of enrollment be later than 30 days following the date of hire or the date of change in job classification.~~

~~**Full-time — 30 Hours.** Full-time 30 hour employees are eligible for the City's Essential Plan health coverage (and other benefits as specified in this Compensation Plan or other City policies) and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of change in job classification.~~

~~**Part-time.** Part-time employees are subject to monthly and annual hours limitations and are generally not eligible for health coverage. If a part-time employee averages 30 or more hours per week during a measurement period, the employee will be deemed a Full-time 30 employee, eligible for health coverage as specified in the Essential Plan during a subsequent stability period.~~

~~**Variable Hour (Intermittent).** Variable Hour/Intermittent employees are generally not eligible for health coverage. If a variable-hour employee averages 30 or more hours per week during a measurement period, the employee will be deemed a full-time 30 employee, eligible for health coverage as specified in the Essential Plan during a subsequent stability period.~~

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~~Seasonal Temporary — 6 months.~~ Seasonal employees are not eligible for health coverage.

~~Temporary — 6 months.~~ Temporary 6 month employees are not eligible for health coverage.

~~Temporary — 8 months.~~ Temporary 8 month employees are eligible for the City's Essential Plan health coverage and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of change in job classification.

~~Limited Term — Up to 2 Years.~~ Limited Term employees are eligible for the City's Essential Plan health coverage and will be enrolled in health coverage as specified in the Essential Plan. In no event shall the date of enrollment be later than 90 days following the date of hire or the date of placement in a Limited Term job classification (which is expected to last more than 8 months).

~~Provisional — Up to 4 Months.~~ Provisional employees are not eligible for health coverage, unless and until the Provisional employee is later hired into an eligible status.

~~Special Appointee.~~ Special Appointee employees shall be entitled to Essential health benefits if and when the assignment is reasonably expected to meet the criteria for eligibility.

Health Insurance

Employee Health Benefit Eligibility Policy No. 1110 governs eligibility for health insurance coverage.

~~For Full-time 40-hour~~ Eligible employees, the City shall contribute a percentage per month to the monthly premium for the City-sponsored ~~Primary~~ health plan(s). ~~The Primary plan is a Preferred Provider Organization Plus (PPO+). The plan shall provide coverage for the employee and his or her eligible dependents.~~ Employees may not opt out of health coverage, but dependents may be enrolled at the employee's option.

~~Employees will contribute the following percentages and the City shall contribute the balance percentages per month towards the employee and dependent health care premiums, based on the tier elected. The monthly employee premium contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.~~

			2017 (continuing until amended)
Employee's Elected Tier*	2015	2016	
Employee-Only	10%	11%	12%

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Employee & Spouse	10%	11%	12%
Employee & Child /Children	10%	11%	12%
Employee, Spouse & Child /Children	10%	11%	12%

*~~*See Annual (issued by Calendar Year) Benefit Rate Sheet for actual rates and employee contributions.~~*

~~Effective January 1, 2016, the PPO+ deductible will be \$500 Individual/\$1500 Family, and the Office/Specialty Co-pay will be \$20. The City may choose to implement additional health plan options or modify the existing plan design. Employees selecting a plan with a higher premium than the PPO+ plan shall be required to pay any additional premium.~~

Essential Plan Health Coverage

~~The City shall provide an Essential Health Plan which meets the requirements for qualified health coverage. Employees eligible for the City's Essential Plan Health Coverage (eligibility specified above) will contribute 50% of the premium when the employee chooses to enroll in the Plan (the employee may opt out of all coverage under the Essential health plan). Employees enrolled in the Plan may also enroll one or more eligible children in the Plan, and shall pay 50% of the premium for each child enrolled. Employees enrolled in the Plan may also enroll a spouse or domestic partner in the plan, and the employee shall pay the full premium.~~

Dental

~~The City will pay for a plan which covers full-time 40 hour employees and all of his or her eligible dependents. Coverage for dental shall be equivalent to the tier elected for medical coverage.~~

Vision

~~The City will pay for a plan which covers full-time 40 hour employees and all of his or her eligible dependents. Coverage for vision shall be equivalent to the tier elected for medical coverage.~~

Long Term Disability

~~The City will pay the entire premium for a Long Term Disability policy for full-time 40 hour employees. The policy shall have an elimination period of 90 days.~~

Life and Accidental Death & Dismemberment (AD&D)

~~The City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annualized base salary for full-time 40 hour employees. The City will pay the entire premium for this coverage.~~

~~The AD&D policy covers serious injuries and death resulting from an accident which occurs during a business trip.~~

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Washington Public Service Retirement

Employees covered by this plan shall be subject to the retirement system appropriate to their employment classification and status as provided for by Washington State law.

Deferred Compensation

In accordance with the City's plan document and limitations of federal law, regular full-time ~~40-hour, full-time 30-hour,~~ and regular part-time employees are eligible to voluntarily participate in the City-designated ~~Internal Revenue Code (IRC) section~~ 457 Deferred Compensation Plan or, at initial eligibility only, the ~~City's IRC section~~ 401(a) Governmental Money Purchase Plan and Trust ~~plan~~.

For eligible unaffiliated employees, the City will match an employee's contribution up to four percent (4%) of base pay into either the 457 or 401(a) plans.

In lieu of a one-to-one match, the employee may elect to contribute on a two-to-one basis to the 457 plan; for example, employee may elect to contribute only two percent (2%) to receive the maximum City contribution of four percent (4%). This option is not applicable to the 401(a) plan due to the irrevocable election required under the plan.

In addition to the City's matching contribution to the above plans, the City shall provide certain unaffiliated job classifications additional deferred compensation contributions into the City's 401(a) plan (not subject to employee match) between 1% and 4%, as specified in Exhibit A.

~~Post-Employment/Retiree Medical Plan & Retirement Health Savings (RHS) Plan~~ & Retiree Health Insurance Plan

The City provides various retirement benefits to ~~Unaffiliated~~ regular full-time ~~40-hour~~ unaffiliated employees:

- Retirement Health Savings (RHS) Plan – ~~Employees hired January 1, 2013 or later. The Post Employment Health / Retiree Medical Plan put into place for regular full-time (40-hour) employees on January 1, 2003 no longer accepts enrollment for new full-time 40-hour employees hired on or after January 1, 2013. In lieu of eligibility in the Post Employment Health / Retiree Medical Plan, For employees hired after January 1, 2013,~~ a contribution of one percent (1%) of base salary will be made each payroll period to a City ~~Retirement Health Savings (RHS) account~~ by both the City and the eligible employee. ~~hired on or after January 1, 2013 into a full-time 40-hour status, or who later becomes eligible for full-time 40-hour status.~~

Those employees who were previously eligible for the Retiree Health Insurance Plan but elected to terminate their eligibility and participated in a buy-out ("opt-out") program are eligible for a City contribution of one percent (1%) of base salary and an employee

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contribution of one-half percent (0.5%) of base salary each payroll period to the employee's RHS account.

- a) ~~Buy-Out Option—Incumbent employees as of December 31, 2012 Who Previously Chose to Remain in Post-Employment Health / Retiree Medical (PEHRM) Plan.~~ Employees who previously chose to remain in the PEHRM, and who remain enrolled as of December 31, 2015 (those who did not chose to opt out of PEHRM during prior Opt Out options) will have a new option of remaining eligible for the PEHRM plan or choosing to terminate their eligibility and participate in a buy-out (“opt out”) program established on the years of service since January 1, 2003 prior to their decision to relinquish future eligibility. The one time opt-out payment will be contributed to the employee's RHS account. Additionally, for those electing the opt-out during 2015 or in a prior offering, a City contribution of one percent (1%) of base salary and an employee contribution of one half percent (0.5%) of base salary will be made each payroll period to the employee's RHS account. This opt-out option will be available to employees only during the 2015 open enrollment period for 2016 benefit plan year. Once an employee chooses the opt-out option, it is an irrevocable decision.

- Employees remaining eligible for the Post-Employment Retiree Health Insurance Plan / Retiree Medical (PEHRM) Plan. ~~In lieu of the 1% City contribution into the RHS,~~ the City will continue to contribute to the Post-Employment / Retiree funding Retiree Health Insurance Plan program. The employee will continue to contribute 1% of their base salary into his/her a RHS account while still an active and eligible employee ~~and eligible for the Post Employment Health / Retiree Plan.~~ The employee and City will share equally (50/50 split) in monthly tiered premiums upon employee's enrollment ~~into the Post-Employment / Retiree Medical Retiree Health Insurance Plan.~~ ~~Retirees enrolling on or after January 1, 2013 shall contribute 50% of the PPO 5 Comp Plan premium established by the City for the tier elected by the retiree.~~

- i. ~~Grandfather Provision: Retirees who are grandfathered by enrolling in the PPO 5 Comp Plan prior to January 1, 2013 will pay 50% of the composite rate for the plan (not a tiered rate).~~

IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program when offered by the City. The City will pay the administrative fee.

Optional Coverages

Eligible employees may voluntarily contribute to and participate in other optional benefits programs offered by the City. ~~It is understood that t~~he City may unilaterally add, delete, increase or decrease optional plans or benefits at any time.

Leaves

Paid Time Off and Extended Sick Leave Program

Effective January 1, 2001, Paid Time Off (PTO) and Extended Sick Leave (ESL) were provided to regular full-time and regular part-time employees. ~~Effective January 1, 2015, the titles of eligible categories changed to full time 40, full time 30 and part time.~~ No other unaffiliated employment statuses are eligible ~~for to accrue~~ PTO or ESL ~~accrual~~.

~~**Grandfather Provision:** Employees in statuses other than full time 40, full time 30 and part time who are employed on January 1, 2015 and who had been receiving PTO and/or ESL accrual prior to January 1, 2015 shall continue to receive such accrual(s) on the same basis, while continuously employed.~~

Paid Time Off (PTO) – The purpose of PTO is to compensate employees for absences due to injury, illness, vacation, and personal business. In addition, the program is designed to provide employees with personal flexibility regarding the use of leave.

The PTO accrual rates are stated below. ~~Refer to Section 10.03 for Holiday Leave.~~

Full-time (40 hour) Accrual Rate

<u>Years of Continuous Service</u>	<u>Maximum Hours Per Month</u>
0 months through 6 months	13.33 hours per month
6 months through 9 years	20.33 hours per month
10 years through 15 years	22.33 hours per month
16 years through 20 years	24.33 hours per month
Over 20 years	26.33 hours per month

~~Employees covered by the LEOFF I pension system shall be eligible for the above PTO accrual, less six (6) hours per month per category. For example, an employee covered by the LEOFF I pension system with over twenty (20) years of service with the City shall be eligible for 20.33 hours of PTO accrual per month.~~

Accumulation Limit - Accumulation of PTO shall be limited to ~~500 hours for PERS I employees and~~ 800 hours ~~for all other employees~~. Employees will be responsible for ensuring that they do not exceed the ~~500/800-hour~~ limit by December 31st of each year. Any balances in excess of 800 hours will be reduced to ~~500/800~~ hours at that time.

Pro-ration – The accrual rate for regular full-time (30 hour) and regular part-time statuses is prorated based upon the position's scheduled (i.e. budgeted) hours.

Authorized Uses – Use of PTO is either "Scheduled" or "Unscheduled" ~~as (see definitions defined below:).~~ ~~Leaves not meeting the below criteria will be considered unexcused absences and may result~~

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~~in disciplinary action. When use of PTO for unexcused absences occurs, it does not indicate approval of the absence itself.~~

Scheduled - ~~Scheduled uses are those not defined as unscheduled.~~ Obtaining prior approval constitutes scheduled leave. Requests for scheduled PTO must be submitted at least five (5) workdays in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Department Director or Manager. Depending on the workload of the unit, the supervisor may waive all or part of the five (5) workday notice requirement. ~~Obtaining prior approval constitutes scheduled leave.~~

Employees may elect to use scheduled PTO for the first three (3) days of absence due to a work-related illness or injury. Such use is not permitted with city disability leave or if state time loss benefits are available for the same time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to off-set differences between state-mandated benefits and regular pay as outlined herein under **Disability Leave**.

Unscheduled – An employee who is unable to report to work due to an unscheduled absence must contact their supervisor in accordance with department/division procedure, or absent such ~~procedure policy~~, within two (2) hours of the beginning of their scheduled work shift or as soon as reasonably practicable. Use of PTO for unexcused absences does not indicate approval of the absence itself.

Unscheduled uses of PTO must be compelling and of an emergent/urgent nature. Preventative health and dental appointments are not considered unscheduled and must be requested in advance in accordance with the provisions for scheduled uses above, unless eligible for State Sick Leave under Paid Sick Leave Policy No. 1340.

With the exception of ~~HR approved~~ protected medical leaves approved by Human Resources (Family Medical Leave Act ~~leaves~~, ADA accommodation, etc.), excessive unscheduled use of PTO may be a basis for consideration in performance evaluations and/or disciplinary action.

Prior to submitting time in the time entry system, an employee, if requested, must provide his or her supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses. However, an employee on approved FMLA need only identify an absence to their supervisor/manager as associated with the approved FMLA, and it must be noted as such in the time entry system.

The employee must inform the supervisor or Human Resources when a condition of the employee or qualified family member may result in the need for medical leave. The employee is not required to report the specific nature of the condition to the supervisor, but must follow

the requirements of the City's family leave policy in order to receive the protections of that policy.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability.

~~Work Related Illness or Injury~~

~~While unscheduled PTO is not intended for work-related injuries, employees may elect to use such leave to cover the first three (3) days of absence due to an work-related illness or injury. Such use is not permitted when City Disability Leave or State time loss benefits are available for this time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between State-mandated benefits and regular pay as outlined in the Disability Leave section herein.~~

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew, or cousin.

Exempt Employee Absences and Use of PTO

Exempt employees who are absent equal to or greater than four (4) hours in a day must use PTO to substitute for the time away from work on an hour-for-hour basis. Exempt employees who are absent for less than four (4) hours in a day will be compensated for the full day. Even though entitled to regular pay when absent less than four (4) hours in a day, exempt employees on approved FMLA must code time absent to FMLA exempt recordable hours so that FMLA time can be tracked accordingly. ~~still record in the time recording system when any absences of less than 4 hours are due to FMLA (recorded as Regular FMLA).~~

PTO Cash-Out and Buy-Out / Transfer

Optional PTO Cash-out

Regular ~~F~~full-time ~~40, full-time 30~~ and regular part-time employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year. The City Manager may override this limit based on exceptional circumstances, anticipated workload, and the needs of the City. ~~service.~~

The employee must have at least 200 hours of PTO remaining in their ~~his or her accumulation account~~ accrued leave bank after cash-out.

Approved requests for cash-outs must be submitted as a part of the regular payroll with written approval from the Division Manager and Department Director.

Employees are responsible for understanding the tax implications of such a cash-out.

Optional PTO Buy-out (Transfer) to ICMA-RC 457 Deferred Compensation Plan

Regular ~~F~~full-time ~~40, full-time 30~~ and regular part-time employees may buy-out/transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding the ~~ICMA-RC~~ 457 Deferred Compensation Plan.

The employee must have at least 200 hours of PTO remaining in their ~~his or her accumulation account~~ accrued leave bank after buy-out/transfer.

Approved requests for buy-outs/transfers must be submitted as a part of the regular payroll with written approval from the Division Manager and Department Director.

Mandatory PTO Buy-Out (Transfer) to Retirement Health Savings (RHS) Plan

Effective the second payroll of each payroll year, regular full-time (40 hour) employees with current balances (PTO/State Sick Leave combined) as listed below will have an annual PTO buy-out/ transfer to the employee's RHS Account. This buy-out/ transfer will be automatically processed by Payroll.

20-hours for employees with a n accrued PTO balance of 400-599 hours

40-hours for employees with a n accrued PTO balance of 600-800 hours

All PTO cash-outs and buy-outs/ transfers will be made at the employee's base straight time hourly rate of pay.

PTO cash-outs and buy-outs/transfers must not exceed one-hundred sixty (160) hours total. The Mandatory PTO Buy-Out/Transfer to the RHS Plan are ~~will be~~ included in this total.

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The employee must have taken at least ~~five (5) consecutive PTO days off~~ eighty (80) hours of scheduled PTO in the twelve (12) months preceding submittal of a PTO cash-out and/or buy-out/transfer for more than eighty (80) hours ~~or more of a PTO cash-out and/or buy-out / transfer to ICMA-RC 457-Deferred Compensation Plan~~. The Mandatory PTO Buy-Out/ Transfer to the RHS Plan does not require the employee to meet this condition.

Pay-Off Upon Termination

Employees who have successfully completed their initial probationary period ~~with the City~~ shall be cashed out accrued PTO ~~accruals~~ up to ~~500 hours for PERS I employees and 800 hours for all other employees~~. The cash-out shall be processed with the employee's final paycheck at the employee's straight time base rate of pay. At-will employees are not subject to a probationary period and shall be cashed out PTO accruals as stated above ~~without the need to meet the probationary period~~. Employees who have not successfully completed their initial probationary period shall not be cashed out accrued PTO upon separation of employment. Employees who have completed their initial probationary period and are subsequently subject to a new probationary period due to promotion or other circumstance shall be cashed out accrued PTO ~~accruals~~ as stated above, without the need to ~~meet complete~~ the additional probationary period.

Donation and Transfer of Paid Time Off

~~The policy of the City is to allow e~~Employees are allowed to donate PTO to co-workers facing personal emergencies who have exhausted all accrued leave.

An employee is eligible for Donated Leave when: 1) ~~he or she has~~ they have suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds sixty (60) calendar days in duration and ~~has have~~ exhausted all other applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of Donated Leave for any one (1) incident or illness and may not request Donated Leave more than one (1) time in any concurrent five (5) year period.

The leave recipient must pay the employee portion of insurance premiums while using Donated Leave and will not accrue PTO or ~~Extended Sick Leave~~ ESL while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify ~~his or her Division Manager~~ Human Resources in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

~~The Division Manager shall forward the request to Human Resources for approval.~~

Human Resources is responsible for processing and approving the request and ~~forwarding the PTO/ Vacation Donation Transfer Form (see Exhibit 'B') to Payroll~~ for generating an organizational wide notification, ~~distribution, and processing.~~

City employees may donate PTO leave to other employees under the following conditions:

1. A PTO balance of at least 200 hours is maintained after the transfer, and, employees may not donate more than 100 hours per year of their PTO balance.
2. PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. Only the amount of PTO needed by the recipient will be transferred, each time payroll is processed, until all donations have been exhausted.

~~If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.~~

Extended Sick Leave (ESL)

The purpose of ESL is to compensate regular full-time and regular part-time employees for long-term illness/injury or for grieving and bereavement purposes of for a qualifying family member. ~~ESL is not available to employees participating in the LEOFF-I pension system.~~

Full-Time (40 Hour) Employee Accrual Rate

Regular full-time (40 hour) Probationary employees – Employees subject to a probationary period ~~of 6 months~~ begin ~~accumulating~~ accruing ESL at a rate of four (4) hours per month after the probationary period has been successfully completed. Upon successful completion of probationary period, ~~these new~~ employees will be credited with ESL accrued back to their hire or eligibility date. ~~twenty four (24) hours of ESL.~~

Regular full-time (30 hour) and regular part-time employees – Employees subject to a probationary period begin accruing ESL at a prorated rate based on the position's budgeted hours after the probationary period has been successfully completed. Upon successful completion of probationary period, employees will be credited with prorated ESL accrued back to hire or eligibility date.

At-will employees – Employees who are at-will begin accumulating ESL upon hire at a rate of four (4) hours per month.

Accumulation Limit

Effective the first payroll period of 2012, accumulations of ESL shall be limited to 800 hours.

~~Proration~~

~~Leave accrual limits for scheduled Full-time 30-hour and part-time employees are prorated based on the position's scheduled (i.e. budgeted) hours.~~

Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse, registered domestic partner; child (includes step, adopted, natural or adult child); parent (includes step, adoptive or natural); grandchild (includes step, adopted or natural); guardian or grandparent; sibling (step, natural or adopted); or in-laws (includes parent-in-law, son-in-law and daughter-in-law) or any person permanently residing with the employee with an immediate familial relationship. It does not include uncle, aunt, niece, nephew or cousin.

This leave is only available once the employee has been on approved leave (for illness/injury) for two (2) ~~over ten (10)~~ continuous regularly scheduled weeks ~~working days~~. ESL may be used retroactively if the condition persists for over two (2) continuous regularly scheduled weeks ~~ten (10) working days~~ and PTO was originally requested.

~~In accordance with state law, W~~hen an employee returns from an approved leave which has triggered ESL use, the employee may continue to use ESL for subsequent intermittent absences related to the same illness or injury if the originating leave pertained to an immediate family member. If the originating leave's ESL use pertained to the employee's condition, the employee must use PTO for subsequent intermittent absences.

ESL for Bereavement

Regular full-time (40 hour) employees are ~~ESL is~~ authorized to use ESL for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence ~~for full-time 40-hour employees. ESL for bereavement purposes must be used in whole day increments.~~

Regular full-time (30 hour) and regular part-time employees are authorized to use ESL on a prorated basis ~~is authorized based on budgeted hours per week for up to twenty (20) hours~~ for bereavement purposes (immediate family as defined above) per occurrence ~~for full-time 30- and part-time employees. ESL for bereavement purposes must be used in whole day increments.~~

Additional time off using PTO may be requested ~~using PTO~~.

ESL Upon Termination

There is no cash-out available for ESL upon termination or retirement.

Donation of ESL

ESL cannot be donated.

Treatment of Grandfathered Sick Leave

All existing sick leave accumulated prior to January 1, 2001 is considered "grandfathered." Authorized uses for Grandfathered Sick Leave include any scheduled or unscheduled health-related absence for self or a qualifying family member., ~~and, for an employee, only long term illness or injury, or scheduled health-related related appointments.~~ Upon service-related retirement, the City shall cash-out pay up to twenty-five percent (25%) of unused Grandfathered Sick Leave, not to exceed five thousand dollars (\$5,000.00). Alternatively, upon non-disciplinary termination with five (5) or more years of service, the City shall cash-out pay up to twenty-five percent (25%) of the employee's unused Grandfathered Sick Leave not to exceed two thousand dollars (\$2,000.00).

City Holidays and Faith-Based Leave

Holidays

Below are the City's ten (10) designated holidays:

- (1) New Year's Day
- (2) Presidents' Day ~~(celebrated the third Monday of February)~~
- (3) Memorial Day
- ~~(4) Fourth of July~~ Independence Day
- (5) Labor Day
- (6) Veterans' Day;
- (7) Thanksgiving Day
- (8) Day after Thanksgiving
- (9) Christmas Eve
- (10) Christmas Day

Regular ~~F~~full-time (40 hour) employees receive a total of eighty (80) hours of Holiday Leave. Holiday Leave for regular ~~F~~full-time (30 hour) and regular part-time employees will be pro-rated according to their ~~scheduled (i.e. budgeted)~~ budgeted hours per week. To be eligible for holiday pay, an employee must be in a paid status the day before and the day after the holiday. ~~An employee approved to work an alternative work schedule will be required to take PTO on a holiday to make up for a work schedule of more than eight (8) hours per day.~~

Non-exempt employees eligible for holiday pay will receive time and one-half pay in addition to holiday pay for working on a holiday ~~when the total hours worked exceeds forty (40) in a work week.~~ Holiday work must be pre-approved by the Department Director.

Faith-Based Leave

Pursuant to Washington State law, employees may take two (2) unpaid holidays per calendar year for a reason of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

The employee may select the days on which they desire to take the two (2) unpaid holidays, after consultation with their supervisor. The City will allow the employee to take the days off as requested, unless the employee's absence would impose an undue business hardship or the employee's presence is necessary to maintain public safety. An undue hardship is defined as an action requiring significant difficulty or exposure to the employer as defined in WAC 82-56-020.

Each unpaid holiday must be taken in whole day increments (e.g. a partial day off requested under this requirement will count as a full day toward the allotment of two (2) days per calendar year).

An employee requesting time off under this provision shall request time off in advance in accordance with the requirements for scheduled PTO or established departmental policies.

If an employee wishes to be compensated for the time off, they must follow the City's policy for requesting paid time off, and ensure the request is designated as Scheduled ~~Faith-Leave~~/PTO. Employees electing to take unpaid holiday leave will continue to be eligible to participate in the City's benefit programs while on leave without pay status, to the extent allowed by benefit eligibility rules or City policies and practices. Thus, benefits that are calculated based on hours worked or base pay (i.e., deferred compensation match) will be affected when an employee chooses to take Faith-Based Leave without pay.

Occupational Disability Allowances and Restricted Duty

Disability Leave

Any employee injured on the job who is approved for time loss compensation may voluntarily elect to offset payments under ~~the State~~ workers' compensation with eligible accrued leave. The total of time loss compensation and accrued leave used to offset the difference will not exceed 100% of the employee's regular pay. ~~Law shall, for the duration of such time loss payment by the State or the City's self insured third party administrator (TPA), shall receive only that portion of the employee's accumulated leave pay as elected at the employee's option which, together with said time loss payments received, will not equal more than 100% of the regular base rate of pay for any one day.~~

All applicable payroll deductions, voluntary or otherwise, will be subtracted from the accumulated leave allowance in excess of mandated time loss compensation as indicated under ~~the Revised Code of Washington~~ Title 51 RCW; Industrial Insurance or paid by employee reimbursement.

For the purposes of this section, leave pay is defined as any accumulated leave available to the employee including PTO, Grandfathered Sick, and ESL.

Restricted Duty Program

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work-related illness or injury. City employees incurring ~~job~~ work-related injuries with restrictions that cannot be integrated into their regular duties, or that prohibit the temporary performance of their regular duties, may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by a qualified ~~the occupationally injured employee's attending~~ healthcare provider or other qualified healthcare provider as appointed by the City.

Eligible employees who are offered and refuse a modified work assignment may suffer the loss of ~~all temporary disability (time loss)~~ benefits. The Restricted Duty program may not be extended to any employee for more than 260 calendar days, inclusive of time loss. ~~issued by the Workers' Compensation TPA.~~ Exceptions to extensions of restricted duty limits may be approved by ~~the employee's Department Director and the~~ Human Resources ~~Director~~.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to ~~his or her~~ their former position. Employees must be temporarily injured and expected to return to their regular duties. Employees are expected to show gradual improvement including a lessening of restrictions while participating in the Restricted Duty program.

~~Hours worked in the program are considered productive hours in the computation of fringe benefits.~~ It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment. Employees may be transferred to another medically appropriate assignment or removed from the program.

The City may allow employees with non-occupational injuries or illnesses to participate in the Restricted Duty Program when the temporary restrictions as documented by the employee's ~~attending~~ qualified healthcare provider match the available light duty and when the assignment is also approved by the Department Director and ~~the~~ Human Resources ~~Director~~.

Leave to Attend Funerals of City Employees

Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with regular pay, at the discretion of their supervisor, to attend a funeral of a

current ~~€~~city employee.

Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case arising from their city employment to which the employee is not a party, is entitled to Jury/Witness Service pay. The employee shall be paid their normal base salary during the absence due to the jury or witness service, provided the employee pays the City the amount of jury or witness pay received (exclusive of mileage and other allowable expenses, e.g., lodging and meals).

Military Leave

Consistent with RCW 38.40.060, ~~E~~eligible employees who are members of the State National Guard or a Federal Reserve military unit shall be entitled to time off with normal pay for up to twenty-one (21) calendar days each fiscal year (October 1st through September 30th), ~~in accordance with RCW 38.40.060~~, while participating in officially ordered military duty.

The City Manager shall issue a policy for state and federal family, medical and military leaves which defines eligibility and ensures employees receive the full protections under laws and regulations.

Family and Medical Leave

The City Manager shall issue a policy which provides for state and federal family, medical and military leaves.

Pregnancy/Childbirth Disability Leave

If an employee does not meet eligibility requirements for FMLA and/or PFML, the City will grant job-protected leave for the period of time that the employee is temporarily disabled due to pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If the employee is eligible for FMLA leave and/or PFML leave, Pregnancy/Childbirth Disability leave will run concurrently with such leaves. Pregnancy/Childbirth Disability leave is unpaid, and health benefits are not automatically continued (unless the employee is also eligible for FMLA leave); however, accrued leave may be used and the employee may continue insurance coverages at her expense.

Leave of Absence Without Pay

Subject to operational and other considerations, the City may grant a leave of absence without pay for an absence not covered by any other type of leave. In consultation with Human Resources, the City Manager, Deputy City Manager, Assistant City Manager or Department Director may grant a leave of absence without pay for up to thirty (30) calendar days for regular full-time ~~40, full-time 30~~ and regular part-time employees ~~who are past probation~~. Any available accrued leave must be exhausted before an unpaid leave of absence will be approved. ~~The City Manager may authorize an~~ ~~Unpaid leaves~~ of absence beyond thirty (30) days up to a maximum of one (1) year require City Manager approval.

Upon expiration of an approved leave of absence in excess of thirty (30) days without pay, an employee may be reinstated to the same or similar position, if available, when the leave was granted. The City cannot and does not make any commitments to holding a position open in hopes that the employee will return. ~~If no positions are available, the employee will be considered as "laid off" in accordance with the Recall List provisions in the Reduction in Force article of this Plan.~~

During an approved leave of absence without pay, an employee shall not be eligible for any City-paid benefits or leave accrual.

Accommodation

Reasonable Accommodation of a Disability

The City prohibits discrimination on the basis of a disability and is committed to providing reasonable accommodation to any qualified individual with a disability who needs accommodation to perform the essential functions of their job. Any employee with a disability who desires reasonable accommodation should promptly contact Human Resources. The City will work with the employee and their healthcare provider(s) to explore the extent to which reasonable accommodation can be provided without undue hardship.

Pregnancy Accommodation

An employee who needs accommodation due to pregnancy may be afforded the following accommodations with or without medical certification: frequent, longer, or flexible restroom breaks; seating or allowing the employee to sit more frequently; and limiting lifting to 17 pounds or less. In addition, a pregnant employee may be entitled to other workplace accommodation(s), as long as there is no significant difficulty or expense and subject to written certification from a healthcare professional regarding the need for the requested accommodation. Contact Human Resources with questions related to pregnancy accommodation.

Accommodation of Religious Beliefs

The City will reasonably accommodate the sincerely-held religious beliefs of an employee unless accommodation would result in undue hardship. An employee whose religious beliefs or practices conflict with their job, work schedule, city uniform/appearance standards, or with other aspects of employment may submit a written request for accommodation to their immediate supervisor or to Human Resources. The written request should include an explanation of the religious conflict that exists and the employee's suggested accommodation. The City will review the request and evaluate whether there are viable options for reasonable accommodation.

Drug Free Workplace and Drug and Alcohol Testing Policy

Drug Free Workplace Policy Statement

The City of Richland is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. Under a policy issued by the City Manager, we have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The City encourages employees to voluntarily seek help with drug and alcohol problems.

Employee Assistance Program

The City recognizes a need to provide an opportunity for employees to deal with issues and problems. The Employee Assistance Program (EAP) is a resource to employees needing assistance with family matters, personal or family drug and alcohol related problems, or other difficulties. Information on the EAP is available from Human Resources, the employee's supervisor, or the City's intranet.

~~Aggregate~~ City Service, Rehire Eligibility & Personnel References

Regular full-time and regular part-time employees are eligible for city-sponsored employee recognition. Recognition shall be based on calendar years of eligible service and shall not be prorated based on actual hours worked. In appreciation for employees who have served the City in other employment statuses who are ineligible for city-wide recognition, departments may recognize such employees with departmental awards or events with Department Director approval.

The City service date for each employee shall be the employee's date of hire or rehire to an ~~authorized~~ eligible position. For the purpose of leave accrual and other benefits, when an employee changes job status from an ineligible to an eligible position, the City service date is counted from the date of eligibility, not the date of hire. An employee who separates service from the City and is later rehired within one (1) year of the employee's separation date will be credited with previous eligible City service.

~~City sponsored employee recognition events and retirement plaques are for eligible status employees, defined as full time 40, full time 30 and part time employees. Recognition shall be based on calendar years of eligible service, and shall not be prorated based on actual hours worked. In appreciation for employees who have served the City in other employment statuses that are ineligible for City wide recognition, Departments may recognize such employees with departmental awards or events, upon Director approval.~~

Resignation and Eligibility for Rehire

Employees are encouraged to provide two weeks' notice to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the City may deem the individual to be ineligible for rehire, depending on the circumstances. All resignations must be confirmed by the employee in writing.

Employees who fail to report to work for three (3) consecutive days without properly communicating to their supervisor or manager the reasons for their absence will be viewed as voluntarily resigning their employment as of the third day.

Personnel References

All inquiries by third parties regarding current or former City employees must be referred to Human Resources. Human Resources will respond to such requests or coordinate with the appropriate manager or management team member to respond, and will ensure legal considerations are observed. Providing reference information without coordinating with and obtaining prior authorization from Human Resources is a violation of City policy and could result in discipline, up to and including termination of employment.

Concerns and Complaints

Employees covered by this Plan are encouraged to bring concerns through their reporting structure (supervisor/manager/director). Usually, an employee's direct supervisor or manager is in the best position to address issues that arise in the workplace. However, employees may choose to utilize an alternate channel to raise concerns, either through Human Resources or the City Manager's office. Generally, the alternate channel would not be utilized for questions or concerns that pertain to operational matters.

Exhibits

Exhibit A – Unaffiliated Staff Classifications, Pay Grades and Salaries

(Exhibit A – Pages 1 through 5)

Section 14.02 Exhibit 'B' – PTO/Vacation Donation Transfer Form

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: _____ Employee Number: _____

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Title: _____ Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Current PTO/Vacation Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (hours — must be at least 200 PTO/100 Vacation): _____

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: _____ Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$ _____)
divided by the hourly rate of the requesting employee \$ _____ Equals the Total Hours
Transferred _____.

☐ Approved

☐ Denied

Human Resources Director or designated representative
cc: _____ Personnel File

Date

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7000	Accountant	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7004	Accounting Specialist	14	\$27.01	\$32.41	\$37.81	Classified	Admin Support Workers	Non-Exempt	
7097	Administrative Assistant	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7198	Administrative Assistant II	15	\$28.36	\$34.03	\$39.70	Classified	Admin Support Workers	Non-Exempt	
7207	Aquatics Head Lifeguard	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
7208	Aquatics Lifeguard /Swim Instructor /Coach	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
7206	Aquatics Pool Manager	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
7144	Assistant City Manager	34	\$71.66	\$85.99	\$100.32	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7011	BCES Communications Manager	24	\$43.99	\$52.79	\$61.59	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7011	BCES Communications Supervisor	20	\$36.19	\$43.43	\$50.67	Classified	First/Mid Offs & Mgrs.	Executive	1%
7015	BCES Emergency Management Manager	24	\$43.99	\$52.79	\$61.59	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7018	BCES Emergency Planner	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7014	BCES Executive Director	33	\$68.24	\$81.89	\$95.54	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7148	BCES Information Systems Manager	27	\$50.92	\$61.11	\$71.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7240	BCES Public Records Specialist	14	\$27.01	\$32.41	\$37.81	Classified	Admin Support Workers	Non-Exempt	
7244	BCES Records Specialist	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7013	BCES Technical Systems Coordinator	18	\$32.83	\$39.39	\$45.96	Classified	Technicians	Non-Exempt	
7024	Building Inspector I	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7217	Building Inspector II	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Non-Exempt	
7023	Building Official	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7162	Business Services Manager	24	\$43.99	\$52.79	\$61.59	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7027	Buyer	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7022	CDBG/HOME Administrator	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Admin.	1%
7029	Chief Electrical Engineer	30	\$58.95	\$70.74	\$82.53	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7110	Chief of Police	34	\$71.66	\$85.99	\$100.32	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7030	City Attorney	34	\$71.66	\$85.99	\$100.32	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%

2024 Exhibit A - Article XIV, Section 14.01, Page TBD**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees**

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7164	City Clerk	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Executive	1%
7078	City Surveyor	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Executive	1%
7034	Civil Engineer I	18	\$32.83	\$39.39	\$45.96	Classified	Professionals	Non-Exempt	
7035	Civil Engineer II	24	\$43.99	\$52.79	\$61.59	Classified	Professionals	Professional	1%
7038	Code Enforcement Officer	17	\$31.26	\$37.52	\$43.77	Classified	Service Worker	Non-Exempt	
7117	Communications and Marketing Manager	24	\$43.99	\$52.79	\$61.59	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7177	Communications and Marketing Specialist	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7196	Communications Graphic Designer	18	\$32.83	\$39.39	\$45.96	Classified	Professionals	Professional	1%
7236	Community Relations Specialist	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7211	Contracts Administrator	18	\$32.83	\$39.39	\$45.96	Classified	Admin Support Workers	Non-Exempt	
7175	Crime Analyst	18	\$32.83	\$39.39	\$45.96	Classified	Technicians	Non-Exempt	
7242	Customer Experience Manager	25	\$46.19	\$55.43	\$64.67	First/Mid Offs & Mgrs.	First/Mid Offs & Mgrs.	Executive	3%
7214	Customer Service Lead	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7021	Customer Service Representative	14	\$27.01	\$32.41	\$37.81	Classified	Admin Support Workers	Non-Exempt	
7003	Customer Service Supervisor	20	\$36.19	\$43.43	\$50.67	Classified	Admin Support Workers	Executive	1%
7222	Deputy Chief of Police	31	\$61.90	\$74.28	\$86.66	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7229	Deputy City Manager	35	\$75.24	\$90.29	\$105.33	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7219	Deputy Fire Chief	31	\$61.90	\$74.28	\$86.66	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7182	Development Services Director	32	\$64.99	\$77.99	\$90.99	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7025	Economic Development Manager	27	\$50.92	\$61.11	\$71.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7091	Economic Development Specialist	18	\$32.83	\$39.39	\$45.96	Classified	Professionals	Non-Exempt	
7043	Electrical Distribution Engineer I	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7044	Electrical Distribution Engineer II	26	\$48.50	\$58.20	\$67.90	Classified	Professionals	Professional	1%
7052	Energy Efficiency Coordinator	20	\$36.19	\$43.43	\$50.67	Classified	Professionals	Admin.	1%
7172	Energy Services Analyst & Project Coordinator	18	\$32.83	\$39.39	\$45.96	Classified	Professionals	Professional	1%
7050	Energy Services Director	33	\$68.24	\$81.89	\$95.54	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%

2024 Exhibit A - Article XIV, Section 14.01, Page TBD**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees**

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7186	Energy Services Project Manager	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7059	Engineering Aide	Based on market assessment of current minimum wage				Classified	Technicians	Non-Exempt	
7053	Engineering Technician I	15	\$28.36	\$34.03	\$39.70	Classified	Technicians	Non-Exempt	
7054	Engineering Technician II	17	\$31.26	\$37.52	\$43.77	Classified	Technicians	Non-Exempt	
7055	Engineering Technician III	19	\$34.47	\$41.36	\$48.25	Classified	Technicians	Non-Exempt	
7056	Engineering Technician IV	20	\$36.19	\$43.43	\$50.67	Classified	Technicians	Professional	1%
7190	ERP Analyst	24	\$43.99	\$52.79	\$61.59	Classified	Professionals	Professional	1%
7173	Evidence Technician	16	\$29.77	\$35.73	\$41.68	Classified	Technicians	Non-Exempt	
7199	Executive Assistant	17	\$31.26	\$37.52	\$43.77	Classified	Admin Support Workers	Admin.	1%
7191	Field Engineer	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7064	Finance Director	32	\$64.99	\$77.99	\$90.99	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7225	Finance Manager	26	\$48.50	\$58.20	\$67.90	Classified	First/Mid Offs & Mgrs.	Executive	3%
7218	Fire and Emergency Services Analyst	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Professional	1%
7066	Fire Chief	34	\$71.66	\$85.99	\$100.32	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7194	Fire Logistics Technician	16	\$29.77	\$35.73	\$41.68	Classified	Admin Support Workers	Non-Exempt	
7237	Fire Plans Examiner	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Non-Exempt	
7230	Fleet and Equipment Maintenance Analyst	19	\$34.47	\$41.36	\$48.25	Classified	Admin Support Workers	Professional	1%
7220	Fleet and Equipment Maintenance Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7245	Geographic Information System Analyst	21	\$38.00	\$45.60	\$53.20	Classified	Technicians	Executive	1%
7068	GIS/CADD Technician	17	\$31.26	\$37.52	\$43.77	Classified	Technicians	Non-Exempt	
7232	HOME Program Specialist	14	\$27.01	\$32.41	\$37.81	Classified	Admin Support Workers	Non-Exempt	
7073	Human Resources Director	33	\$68.24	\$81.89	\$95.54	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7072	Human Resources Generalist	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7074	Human Resources Specialist	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7075	Information Technology Manager	28	\$53.47	\$64.16	\$74.86	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7126	IT Applications Developer/Integrator	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%

2024 Exhibit A - Article XIV, Section 14.01, Page TBD**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees**

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7127	IT Applications Supervisor	26	\$48.50	\$58.20	\$67.90	Classified	First/Mid Offs & Mgrs.	Executive	1%
7169	IT Business Analyst	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7092	IT Customer Service Technician I	16	\$29.77	\$35.73	\$41.68	Classified	Technicians	Non-Exempt	
7125	IT Customer Service Technician II	18	\$32.83	\$39.39	\$45.96	Classified	Technicians	Non-Exempt	
7165	IT Data and Asset Management Supervisor	25	\$46.19	\$55.43	\$64.67	Classified	First/Mid Offs & Mgrs.	Executive	1%
7093	IT Network Administrator	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%
7233	IT Network Engineer	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%
7094	IT Operations and Services Supervisor	26	\$48.50	\$58.20	\$67.90	Classified	First/Mid Offs & Mgrs.	Executive	1%
7166	IT Systems Administrator	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%
7235	IT Systems Analyst	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7080	Librarian I	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Professional	1%
7083	Library Assistant	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7085	Library Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7086	Library Page	6	\$18.28	\$21.93	\$25.59	Classified	Admin Support Workers	Non-Exempt	
7231	Library Specialist	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7084	Library Supervisor	19	\$34.47	\$41.36	\$48.25	Classified	First/Mid Offs & Mgrs.	Executive	1%
7154	Library Technical Support Specialist	15	\$28.36	\$34.03	\$39.70	Classified	Technicians	Non-Exempt	
7114	Maintenance and Operations Supervisor	26	\$48.50	\$58.20	\$67.90	Classified	First/Mid Offs & Mgrs.	Executive	1%
7238	Management Analyst	20	\$36.19	\$43.43	\$50.67	Classified	Professionals	Professional	1%
7147	Multimedia Assistant	14	\$27.01	\$32.41	\$37.81	Classified	Technicians	Non-Exempt	
7028	Multimedia Coordinator	18	\$32.83	\$39.39	\$45.96	Classified	Professionals	Professional	1%
7226	Park Ranger	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7100	Parks and Public Facilities Director	33	\$68.24	\$81.89	\$95.54	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7185	Parks and Public Facilities Project Manager	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%
7096	Parks and Public Facilities Supervisor	22	\$39.90	\$47.88	\$55.86	Classified	First/Mid Offs & Mgrs.	Executive	1%
7150	Parks and Recreation Aide	9	\$21.16	\$25.39	\$29.62	Classified	Admin Support Workers	Non-Exempt	

2024 Exhibit A - Article XIV, Section 14.01, Page TBD**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees**

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7098	Parks and Recreation Assistant	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7099	Parks and Recreation Coordinator	18	\$32.83	\$39.39	\$45.96	Classified	Admin Support Workers	Admin.	1%
7102	Payroll Specialist	17	\$31.26	\$37.52	\$43.77	Classified	Professionals	Non-Exempt	
7104	Permit Technician	15	\$28.36	\$34.03	\$39.70	Classified	Technicians	Non-Exempt	
7212	Permit Technician II	16	\$29.77	\$35.73	\$41.68	Classified	Admin Support Workers	Non-Exempt	
7234	Permit Technician III	18	\$32.83	\$39.39	\$45.96	Classified	Admin Support Workers	Non-Exempt	
7105	Planner	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Non-Exempt	
7042	Planning Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7106	Plans Examiner	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Non-Exempt	
7241	Police Professional Staff Manager	26	\$48.50	\$58.20	\$67.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7243	Police Professional Staff Supervisor	20	\$36.19	\$43.43	\$50.67	Classified	First/Mid Offs & Mgrs.	Executive	1%
7228	Police Public Records Specialist	16	\$29.77	\$35.73	\$41.68	Classified	Admin Support Workers	Non-Exempt	
7227	Police Public Records Supervisor	19	\$34.47	\$41.36	\$48.25	Classified	First/Mid Offs & Mgrs.	Executive	1%
7201	Police Quartermaster	16	\$29.77	\$35.73	\$41.68	Classified	Admin Support Workers	Non-Exempt	
7202	Police Records Specialist	13	\$25.72	\$30.86	\$36.01	Classified	Admin Support Workers	Non-Exempt	
7109	Police Records Supervisor	19	\$34.47	\$41.36	\$48.25	Classified	First/Mid Offs & Mgrs.	Executive	1%
7221	Power Operations Manager	28	\$53.47	\$64.16	\$74.86	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7188	Professional Land Surveyor	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Non-Exempt	
7223	Public Records Officer	19	\$34.47	\$41.36	\$48.25	Classified	Professionals	Professional	1%
7120	Public Works Budget and Contracts Analyst	20	\$36.19	\$43.43	\$50.67	Classified	Professionals	Professional	1%
7036	Public Works Capital Projects Manager	27	\$50.92	\$61.11	\$71.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7118	Public Works Director	34	\$71.66	\$85.99	\$100.32	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
7195	Purchasing Agent	20	\$36.19	\$43.43	\$50.67	Classified	Professionals	Professional	1%
7121	Purchasing Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7204	Recreation Attendant I	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	
7213	Recreation Attendant II	Based on market assessment of current minimum wage				Classified	Admin Support Workers	Non-Exempt	

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 18, 2023

Class Code	Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp.
7122	Recreation Manager	22	\$39.90	\$47.88	\$55.86	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7123	Risk and Safety Program Administrator	21	\$38.00	\$45.60	\$53.20	Classified	Professionals	Professional	1%
7124	Senior Planner	22	\$39.90	\$47.88	\$55.86	Classified	Professionals	Professional	1%
7151	Solid Waste Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7128	Solid Waste Supervisor	21	\$38.00	\$45.60	\$53.20	Classified	First/Mid Offs & Mgrs.	Executive	1%
7132	Streets Supervisor	21	\$38.00	\$45.60	\$53.20	Classified	First/Mid Offs & Mgrs.	Executive	1%
7077	Survey Technician	16	\$29.77	\$35.73	\$41.68	Classified	Professionals	Non-Exempt	
7134	Traffic Engineer	24	\$43.99	\$52.79	\$61.59	Classified	Professionals	Professional	1%
7176	Transportation and Development Manager	27	\$50.92	\$61.11	\$71.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7137	Wastewater/Stormwater Maintenance Supervisor	22	\$39.90	\$47.88	\$55.86	Classified	First/Mid Offs & Mgrs.	Executive	1%
7138	Wastewater/Stormwater Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7141	Water Manager	25	\$46.19	\$55.43	\$64.67	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
7139	Water Operations Supervisor	22	\$39.90	\$47.88	\$55.86	Classified	First/Mid Offs & Mgrs.	Executive	1%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/21/2023

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-09, Amending Chapter 12.03 of the Richland Municipal Code related to Transportation Impact Fees (Second Reading)

Department/Office
Public Works

Ordinance/Resolution Number:
2023-09

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-09, amending Chapter 12.03 of the Richland Municipal Code related to Transportation Impact Fees.

Summary:

Chapter 12.03 RMC establishes and defines the City's transportation impact fee program (the "Program"). The Program accomplishes the objectives of Chapter 82.02 RCW by providing for timely improvement of the planned city street system to support new development. The Program is designed to fairly assign the cost of these improvements so that as development proceeds, the City's street system will operate efficiently as called for in Richland's Comprehensive Land Use Plan.

The Program applies to four (4) distinct zones of development within the City, each with different planned development and anticipated street improvement needs. Since the cost of street improvements and the pace and character of development changes over time, the Program must be updated from time to time. Utilizing development planning documents and associated traffic impact analysis, staff updated the impact fee cost model in late 2022 with the assistance of a consultant. In two of the four zones (Zone Two and Zone Three), substantial changes in development planning and traffic impact analysis led to significant increases in the calculated fee levels. In addition, staff proposes to protect the viability of the Program by adding construction cost inflation to the impact fees.

Staff engaged in outreach to those directly impacted by the Program, primarily builders, realtors and developers. Feedback received included: 1) concern about the large fee increases; 2) support for the zone system; 3) support for the streamlined environmental review process provided by the Program; and 4) concern about the perceived burden of the Program on builders.

During consideration of first reading on June 6, 2023, the City Council directed staff to engage in further dialog with affected stakeholders to answer questions and consider the approach to implementing the proposed fee increases. Staff met with representatives of the Homebuilders Association of the Tri-Cities and the Tri-Cities Association of Realtors. As a result, staff completed a third-party independent review of the Program, resulting in several changes to the proposed ordinance. The proposed fees are lower than proposed in June. The proposed Program now includes a low-income housing exemption that enables qualifying developments to pay substantially reduced fees. Finally, the Program text has been edited to improve consistency and includes a detailed schedule of fees to make its administration more transparent.

Staff recommends approval of Ordinance No. 2023-09 for second reading and passage.

Fiscal Impact: Ordinance No. 2023-09 will increase fees paid by new development. The majority of revenues in the Program are returned to developers in the form of credits and reimbursements, with only a small fraction of the revenues applied to city projects.

Attachments:

1. Ordinance No. 2023-09
2. Impact Fee Comparison

ORDINANCE NO. 2023-09

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING CHAPTER 12.03 OF THE RICHLAND MUNICIPAL
CODE RELATED TO TRANSPORTATION IMPACT FEES.**

WHEREAS, the Revised Code of Washington (RCW) Chapter 82.02 authorizes cities to impose impact fees to ensure that adequate facilities are available to serve new growth and development and to provide for orderly growth achieving conformance with established standards; and

WHEREAS, Richland Municipal Code (RMC) Chapter 12.03 establishes and defines the City's transportation impact fee program intended to achieve the objectives of Chapter 82.02 RCW; and

WHEREAS, per RMC 12.03.140, impact fees may be updated upon evaluation of the consistency of development density assumptions, estimated project costs and adjustments for awarded grant funding, if any; and

WHEREAS, RMC 12.03.140 provides that changes to the City's impact fees will be reviewed and approved by City Council via ordinance; and

WHEREAS, staff and a qualified consultant have completed an analysis of required projects and associated costs, and prepared a rate study which serves as the basis for the actions taken by City Council; and

WHEREAS, the proposed fee updates reflect substantial improvements and changes to transportation impact forecasts in several areas of the City, specifically the Badger Mountain South development and the Duportail/Queensgate area; and

WHEREAS, in conformance with Chapter 82.02 RCW, the analysis supporting the recommended fee updates shows that new development creates additional demand and need for public streets and roads, that the impact fees do not exceed a proportionate share of the costs of such additional public streets and roads, and that the impact fees are spent for public streets and roads that are reasonably related to the new development; and

WHEREAS, impact fees will be collected and spent for public streets and roads that are identified in the Richland Municipal Code and the City's Capital Improvement Plan; and

WHEREAS, the impact fee program, once updated, will provide a predictable and fair assessment related to traffic impacts for new developments.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 12.03 of the Richland Municipal Code, entitled Road Impact Fees, as enacted by Ordinance No. 39-04, and last modified by Ordinance No. 43-21, is hereby amended to read as follows:

Chapter 12.03
~~ROAD~~TRANSPORTATION IMPACT FEES

Sections:

- 12.03.010 Authority and purpose.**
- 12.03.020 Definitions.**
- 12.03.030 Imposition of transportation impact fees.**
- 12.03.040 Calculation of impact fees.**
- 12.03.060 Credits.**
- 12.03.065 Latecomer Agreements.**
- 12.03.070 Applicability.**
- 12.03.080 Time of payment of impact fees.**
- 12.03.085 Deferral of impact fee payment.**
- 12.03.090 Adjustments.**
- 12.03.095 Exemptions.**
- 12.03.100 Establishment of impact fee account.**
- 12.03.120 Refunds.**
- 12.03.130 City use of collected funds.**
- 12.03.140 Plan and fee update.**
- 12.03.150 Appeals.**
- 12.03.160 Existing authority unimpaired.**
- 12.03.170 Relationship to SEPA.**
- 12.03.180 Relationship to concurrency.**
- 12.03.190 Project list.**
- 12.03.200 Options for implementation.**
- 12.03.220 Grant funds.**

12.03.010 Authority and purpose.

The Richland ~~traffic~~ transportation impact fee program has been developed pursuant to the city of Richland police powers, the Growth Management Act as codified in Chapter 36.70A RCW, the enabling authority in Chapter 82.02 RCW, Chapter 58.17 RCW relating to platting and subdivisions and the State Environmental Policy Act (SEPA), Chapter 43.21C RCW.

The purpose of the ~~traffic~~ transportation impact fee program is to:

- A. Develop a program consistent with Richland's comprehensive plan, the six-year transportation improvement program (TIP) and the capital improvement plan (CIP), for joint public and private financing of transportation improvements necessitated in whole or in part by development within the program boundary;
- B. Ensure adequate levels of transportation and traffic service consistent with the level of transportation service identified in the comprehensive plan and this title;
- C. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site transportation facilities directly necessitated by new development; and

D. Ensure fair collection and administration of such transportation impact fees.

The provisions of the Richland ~~traffic~~ [transportation](#) impact fee program shall be liberally construed to effectively carry out its purpose in the interests of the public health, safety and welfare.

12.03.020 Definitions.

For the purposes of this chapter the following terms, phrases and words shall have the meaning given herein:

“Developer” means an individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other person undertaking development and their successors and assigns.

“Development” means the subdivision or short platting of land or the [new](#) construction, [redevelopment](#), or expansion of commercial, industrial, public, or any other nonresidential building, building space, or land that generates additional [net new](#) vehicular trips [above the previous use](#).

“Development permit” means a building permit, special use or other city-issued permit required to develop property that will generate additional [net new](#) vehicular trips [above the previous use](#).

“Equivalent single-family residential unit” means a unit of development that generates ~~10~~ [p.m. peak hour](#) vehicle trips ~~s~~ per day as defined by the latest edition of the ITE Trip Generation Manual.

“Fair market value” means the price that a property will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each prudently knowledgeable, and assuming the price is not affected by undue stimulus, measured at the time of the dedication to local government of land or improved transportation facilities.

“Off-site transportation improvements” means those transportation capital improvements designated in the comprehensive plan or capital improvement plan adopted by the city that serve the transportation needs of more than one development and that are located outside the boundary of the permitted project.

[“Public facilities” means the following capital facilities owned or operated by government entities: public streets, roads, and bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use.](#)

“~~Traffic~~ [Transportation](#) impact zone” means an identified ~~traffic~~ [transportation](#) shed boundary as depicted on the official plan map with similar travel patterns that will benefit from a group of planned improvement projects.

“Transportation impact fee” means a monetary charge imposed on new development for the purpose of mitigating off-site transportation impacts that are a direct result of the proposed development.

12.03.030 Imposition of transportation impact fees.

Transportation impact fees imposed in this program:

- A. Shall only be imposed for system improvements that are reasonably related to the new development;
- B. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development;
- C. May be collected and spent only for system improvements, which are provided for in the transportation element of the capital improvement plan and comprehensive land use plan;
- D. Shall not be imposed to mitigate the same off-site transportation facility impacts that are mitigated pursuant to the State Environmental Policy Act (SEPA) or any other law;
- E. Shall not be used to correct existing transportation system deficiencies as of the date of adoption of this plan; and
- F. Shall be collected only once for each development, unless changes or modifications to the development are proposed which result in greater direct impacts on transportation facilities than were considered when the development was first approved.

12.03.040 Calculation of impact fees.

A. The method of calculating the transportation impact fees in this program incorporates, among other things, the following:

- ~~A~~1. The cost of public streets and roads necessitated by new development;
- ~~B~~2. An adjustment to the costs of the public streets and roadways for past or future SEPA mitigation payments made by previous development to pay for particular system improvements that were prorated to the particular system improvement;
- ~~C~~3. The availability of other means of funding public street and roadway improvements; and
- ~~D~~4. The methods by which public street and roadway improvements were financed.

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B. The fee per trip shall be as follows:

	<u>Effective January 1, 2024</u>
<u>Zone 1</u>	<u>\$2,647.13</u>
<u>Zone 2</u>	<u>\$2,453.84</u>
<u>Zone 3</u>	<u>\$4,951.56</u>
<u>Zone 4</u>	<u>\$1,815.63</u>

Beginning January 1, 2025, and every year thereafter, the traffic impact fees for all zones from the preceding year shall be adjusted based on the fourth quarter National Highway Construction Cost Index as published by the Federal Highway Administration and published in the City of Richland's fee schedule.

The fee is established based on the calculated trips generated. For example, a single-family residence produces one unit. The fees for most common uses will be as depicted in Exhibit A – Traffic Impact Fee Schedule. ~~Each single-family residence unit in Traffic Impact Zone 1 shall be subject to a fee amounting to \$1,991.25. Each single-family residence unit in Traffic Impact Zone 2 shall be subject to a fee amounting to \$854.81. Each single-family residential unit in Traffic Impact Zone 3 shall be subject to a fee amounting to \$2,229.09. Each single-family residential unit in Traffic Impact Zone 4 shall be subject to a fee amounting to \$2,222.43.~~ Fees for commercial, industrial, and/or multifamily developments for uses not accurately represented in Exhibit A will be calculated based on their p.m. peak hour trip generation rates as determined by the city engineer applying the latest ~~version~~ edition of the ITE Trip Generation Manual. Pass-by and internally captured trips will be deducted from the total trip generation in determining new development trips. As an example, a commercial building ~~in Traffic Impact Zone 2~~ generating 150 trips with 50 being pass-by and/or internally captured trips resulting in 100 new peak hour trips will have an impact fee of 100 x the applicable zone fee \$85,481.

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12.03.060 Credits.

A credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the [project list in RMC 12.03.190 ~~financing plan~~](#). The determination of “value” shall be consistent with the assumptions and methodology used by the city in estimating the capital improvement costs. For land dedications, the value of land dedicated after January 1, 2018, shall be \$4.50 per square foot [in residential zones](#). [For land dedications in commercial or industrial zones, and](#) ~~F~~[for all](#) ~~land~~ dedications ~~dedicated~~ before January 1, 2018, the value shall be established based on a determination of fair market value at the time of dedication.

12.03.065 Latecomer Agreements.

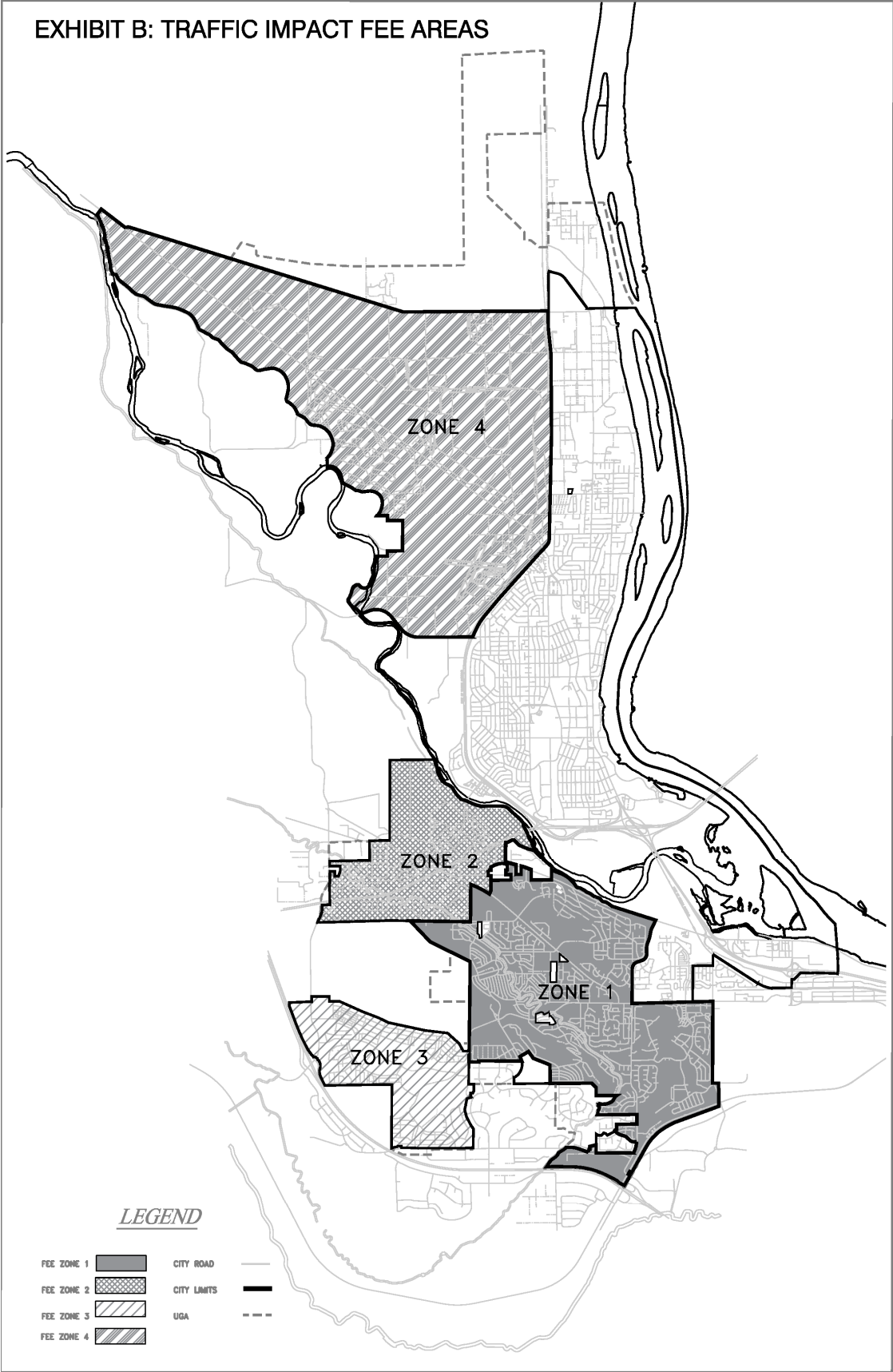
[Latecomer agreements may be used to recover costs of right-of-way dedications and improvements for projects included in this chapter. The developer may be eligible for a latecomer agreement if the cost of dedicated land and improvements exceed the impact fees collected from or credited to the development project. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.](#)

12.03.070 Applicability.

The requirements of this chapter apply to all development activity located within the boundaries of an identified ~~traffie~~ [transportation](#) impact fee zone as depicted on the map titled Exhibit ~~AB~~. The requirements of this chapter do not apply outside the boundaries of the city or within unincorporated properties within the exterior boundary of the city. Unincorporated areas located inside of a ~~traffie~~ [transportation](#) impact fee zone as depicted in Exhibit ~~AB~~ are not considered to establish the fee levels. An unincorporated area that is annexed into the city will be assigned to the appropriate fee area and shall participate in the program prior to approval of any development proposal.

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EXHIBIT B: TRAFFIC IMPACT FEE AREAS



12.03.080 Time of payment of impact fees.

All new development within the program boundary shall pay a transportation impact fee in accordance with the provisions of this plan at the time that the applicable development permit is ready for issuance; except that permit applications for detached or attached single-family residences may defer impact fee payment, as authorized under RMC 12.03.085. The fee paid shall be the amount in effect as of the date of the permit issuance.

The impact fee amount shall be set as of the date of the development permit application. No development permit shall be issued until the impact fee is paid, except as authorized under RMC 12.03.085.

A developer may obtain a preliminary determination of the impact fee before application for a development permit.

Impact fees may be paid under protest in order to obtain a permit or other approval of development activity.

12.03.085 Deferral of impact fee payment.

Impact fees required for a detached or attached single-family residence shall be paid either prior to the issuance of a building permit for a single-family residence or, if the applicant chooses, the impact fee can be deferred until the time that the city approves the final building inspection for the single-family residence. If an applicant chooses to defer payment of an impact fee, the following process shall be followed:

A. The amount of the impact fee shall be determined at the time the applicant applies for deferral of the impact fee.

B. The applicant shall grant a deferred impact fee lien against the property in favor of the city of Richland in the amount of the deferred impact fee. The deferred impact fee lien shall include the legal description of the property, the county assessor tax parcel number, and the property address on a form approved by the city and containing the signatures of all owners of the property.

C. The deferred impact fee lien shall be recorded by the city. The applicant shall be responsible for providing all recording fees for the deferred impact fee lien.

D. Once the impact fee has been paid, the city shall execute a release of deferred impact fee lien. The applicant shall be responsible for recording the release of deferred impact fee lien.

The city shall not approve the final inspection or issue a certificate of occupancy for any building until the impact fee has been paid in full.

12.03.090 Adjustments.

The amount of fee to be imposed on a particular development may be adjusted by the public works director giving consideration to studies and other data available to the director or submitted by the developer demonstrating to the satisfaction of the director that an adjustment should be made in order to carry out the purposes of this chapter.

12.03.095 Exemptions.

An exemption for low-income housing in the form of a waiver of up to eighty percent (80%) of the calculated transportation impact fee may be given with the approval of the Public Works Director or designee, provided the following conditions are met:

A. The developer is required to record a covenant or deed restriction that prohibits using the property for any purpose other than for low-income housing; and

B. The terms of the covenant or deed restriction must be reviewed and approved by the City and must, at a minimum, address price restrictions and household income limits for the low-income housing, and terms for removing the deed restriction or covenant as provided in subsection D; and

C. The covenant must be recorded with the Benton County Auditor against the development property; and

D. If the property is converted to a use other than low-income housing, the property owner must obtain permission from the City to remove the deed restriction or covenant, which permission shall be granted upon payment of the full applicable impact fee in effect at the time of the conversion.

For the purposes of this subsection, low-income housing is defined as housing with monthly costs, including utilities other than telephone, that do not exceed thirty (30) percent of a household's monthly income for a household with a family income not exceeding eighty percent (80%) of the City of Richland's median family income.

12.03.100 Establishment of impact fee account.

Impact fee receipts for the Richland ~~traffic~~ transportation impact fee program shall be earmarked specifically and retained in special interest-bearing accounts. Separate accounts shall be established and maintained for each ~~traffic~~ transportation impact zone. All interest shall be retained in the account and expended for the purpose or purposes for which the impact fees were imposed.

12.03.120 Refunds.

A developer may request and shall receive a refund when the developer does not proceed with the development activity for which transportation impact fees were paid, and the developer shows that no impact has resulted.

The owner must submit a request for a refund to the city in writing within one year of the date the right to claim the refund arises. Any transportation impact fees that are not expended or encumbered within the time limitations established, and for which no application for a refund has been made within this one-year period, shall be retained and expended on any project identified in the Richland ~~traffic~~ transportation impact fee program.

In the event that transportation impact fees must be refunded for any reason, they shall be refunded with interest earned to the owners as they appear of record with the Benton County assessor at the time of refund.

When the city seeks to terminate any or all impact fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail to the last known address of claimants. Claimants shall request refunds as in this section. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended on projects identified within the Richland ~~traffic~~ [transportation](#) impact fee program. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

12.03.130 City use of collected funds.

The city will establish a separate account for each ~~traffic~~ [transportation](#) impact zone in the Richland ~~traffic~~ [transportation](#) impact fee program into which developer contributions will be deposited. The only eligible costs that would be allowed to draw upon these funds would be for right-of-way acquisition, design engineering, construction, construction management and inspection, or reimbursement of funds expended on approved improvements within the plan area boundaries. Eligible expenditures would be prioritized based on:

A. Right-of-way acquisition for a project to reduce the traffic ~~load~~ [congestion](#) on a street at or over [the adopted LOS standard vehicle](#) capacity as defined in the municipal [code or Comprehensive Plan, as amended.](#)

B. Construction costs for a project to reduce the traffic ~~load~~ [congestion](#) on a street at or over [the adopted LOS standard vehicle](#) capacity as defined in the municipal code [or Comprehensive Plan, as amended.](#)

C. Right-of-way acquisition for a project projected to reduce the traffic ~~load~~ [congestion](#) on a street projected to exceed the ~~code~~ [adopted LOS standard vehicle](#) capacity based on approved preliminary plats.

D. Construction costs for an approved improvement that will reduce the traffic ~~load~~ [congestion](#) on a collector street projected to exceed the ~~code~~ [adopted LOS standard vehicle](#) capacity based on approved preliminary plats.

[E. Bicycle and pedestrian facilities that were designed with multimodal commuting as an intended use.](#)

~~E~~[F](#). Reimbursement of private developer construction costs for an approved street improvement included in an approved latecomer agreement.

~~F~~[G](#). Reimbursement of private developer right-of-way acquisition costs for an approved street improvement included in an approved latecomer agreement.

Transportation impact fees shall be expended or encumbered for a permissible use within ~~six~~ [ten](#) years of receipt, unless there exists an extraordinary or compelling reason for fees to be held longer

than ~~six~~ ten years. The public works director may recommend to the council that the city hold fees beyond ~~six~~ ten years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the council.

The finance director shall prepare an annual report on the transportation impact fee account showing the source and amount of all monies collected, earned or received and projects that were financed in whole or in part by transportation impact fees.

The city council will approve expenditures of Richland ~~traffice~~ transportation impact fee program funds in accordance with the above priorities.

12.03.140 Plan and fee update.

This plan may be updated annually to evaluate the consistency of development density assumption, estimated project costs and adjust for awarded grant funding, if any. Plan updates that result in a change in impact fees will be reviewed by city council. Impact fee changes will only occur through an ordinance requiring council action.

12.03.150 Appeals.

A developer may appeal the amount of an impact fee determined by the city. The appeal shall be submitted in writing to the public works director. No appeal shall be permitted until the impact fees at issue have been paid.

A. The developer shall bear the burden of proving:

1. That the city committed an error in calculating the developer's proportionate share, as determined by an individual fee calculation; or
2. That the fee was based upon incorrect data.

Appeals regarding the impact fees imposed on any development activity shall only be filed by the fee payer of the property where such development activity will occur.

B. The fee payer must first file the appeal and request a review regarding impact fees as provided herein:

1. The request shall be in writing stating the specific reasons for the appeal;
2. The appeal and request for review shall be filed no later than 14 calendar days after the fee payer pays the impact fees at issue;
3. The public works director shall issue a determination in writing within 14 calendar days after the receipt of the appeal;
4. The developer may appeal the public works director's determination to the city council.

12.03.160 Existing authority unimpaired.

Nothing in this chapter shall preclude the city from requiring the applicant for a building permit, or certificate of occupancy if no building permit is required, to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of RCW 82.02.050(1)(c).

12.03.170 Relationship to SEPA.

All development shall be subject to environmental review pursuant to SEPA and other applicable city ordinances and regulations.

Payment of the impact fee shall constitute satisfactory mitigation of those ~~traffic~~ [transportation](#) impacts related to the specific improvements identified on the project list.

Further mitigation in addition to the impact fee shall be required for identified adverse impacts appropriate for mitigation pursuant to SEPA that are not mitigated by an impact fee.

Nothing in this chapter shall be construed to limit the city's authority to deny development permits when a proposal would result in significant adverse ~~traffic~~ [transportation](#) impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact.

12.03.180 Relationship to concurrency.

Development proposals that are submitted in general conformance with the assumptions made for land uses and scale/density will be deemed to meet the concurrency requirements of the Growth Management Act by paying the appropriate transportation impact fee. A development proposal not meeting such may require additional review and studies to determine concurrency.

12.03.190 Project list.

The improvements included in the ~~traffic~~ [transportation](#) impact fee program are:

A. ~~Traffic~~ [Transportation](#) Impact Zone 1.

1. Queensgate Drive (Phase 1) – Keene Road to Shockley.
2. Queensgate Drive/Keene Road intersection improvements.
3. Shockley Road – Keene Road to Columbia Park Trail.
- ~~4. Center Parkway Extension—Leslie Road to Clearwater Creek.~~
- ~~5~~4. Center Parkway/Leslie Road intersection improvements.

- ~~65.~~ Leslie Road/Columbia Park Trail intersection improvements.
- ~~76.~~ Leslie Road/Reata Road intersection improvements.
- ~~87.~~ Gage Boulevard – Corvina Street to Queensgate.
- ~~9. Queensgate Drive (Phase 2) – Westcliffe Heights to city limits.~~
- ~~108.~~ Gage Boulevard – Morency Drive to Queensgate.
- ~~119.~~ Gage Boulevard/Queensgate Boulevard intersection improvements.
- ~~12. Center Parkway extension – Steptoe Street to west side of Clearwater Creek.~~
- ~~13. Bellerive Drive – Claybell Park to Center Parkway.~~
- 10. Gage Boulevard/Leslie Road intersection improvements.
- 11. Leslie Road/Clearwater Avenue intersection improvements.

B. ~~Traffic~~ Transportation Impact Zone 2.

- ~~1. Queensgate and Eastbound I-182 ramps improvements.~~
- ~~21.~~ Queensgate and Westbound I-182 ramps improvements.
- ~~32.~~ Queensgate and Duportail intersection improvements.
- ~~43.~~ Duportail/Kennedy intersection improvements.
- ~~54.~~ Duportail/driveway intersection improvements.
- ~~6. Duportail/Keene intersection improvements.~~
- ~~75.~~ Queensgate Drive – Truman Avenue to city limits.
- 6. Kingsgate Way – Keene Road to north city limits.
- 7. Kingsgate/Keene intersection improvements.
- 8. Kingsgate/Kennedy intersection improvements.
- 9. Kingsgate/Queensgate intersection improvements.
- 10. Duportail Street/City View Drive intersection improvements.

C. ~~Traffic~~ Transportation Impact Zone 3.

~~1. Trowbridge Boulevard – Dallas Road to Ava Way (half road constructed).~~

~~2~~1. Trowbridge Boulevard – ~~Ava Way~~ Sol Duc Avenue to Gage Boulevard.

~~3. Ava Way – Extension to Trowbridge Boulevard.~~

~~4~~2. Dallas Road widening (four lanes).

~~5~~3. Bella Coola Lane – ~~Trowbridge Boulevard~~ Copper Mountain Apartments to Gage Boulevard.

~~6~~4. Gage Boulevard – Reata Road to Trowbridge Boulevard.

~~7~~5. Gage Boulevard – Trowbridge Boulevard to Corvina Street.

~~8~~6. Gage Boulevard/Trowbridge intersection improvements.

~~9~~7. Dallas Road/Trowbridge Boulevard intersection improvements.

~~10~~8. Dallas Road/Ava Way intersection improvements.

~~11. Trowbridge/Ava Way intersection improvements.~~

~~12. Trowbridge/Bella Coola Lane intersection improvements.~~

~~13~~9. Dallas Road/I-82 EB ramps intersection improvements.

~~14~~10. Dallas Road/I-82 WB ramps intersection improvements.

11. Reata Road/Bermuda Road intersection improvements.

12. Reata Road/Morningside Parkway intersection improvements.

13. Trowbridge Boulevard/Southgate Way intersection improvements.

14. Gage Boulevard/Morningside Parkway intersection improvements.

15. Bella Coola Lane/Southgate Way intersection improvements.

16. Dallas Road/Arena Road intersection improvements.

17. Bombing Range Road/Dallas Road/Kennedy Road intersection improvements.

[18. Bombing Range Road/Keene Road intersection improvements.](#)

[19. Keene Road/Kennedy Road intersection improvements.](#)

D. ~~Traffic~~ [Transportation](#) Impact Zone 4.

1. SR-240/Logston Road intersection improvements.
2. SR-240/Village Parkway intersection improvements.
3. SR-240/Twin Bridges Road intersection improvements.
4. SR-240/Beardsley Road intersection improvements.
5. SR-240 widening – West of Stevens Drive to 1,000 feet west of Hagen Road.
6. SR-240 widening – 1,000 feet west of Hagen Road to 1,000 feet west of Kingsgate Way.
7. SR-240 widening – 1,000 feet west of Kingsgate Way to Village Parkway.
8. SR-240 widening – Village Parkway to Beardsley Road.
9. SR-240 widening – Beardsley Road to Vantage Properties western access.
10. Kingsgate Way – Clubhouse Lane to Van Giesen Avenue.

12.03.200 Options for implementation.

A. As defined in the Richland ~~traffic~~ [transportation](#) impact fee program, the impact fee will be designed to accomplish the following scope of work:

1. Right-of-way acquisition, [not to exceed widths for the functional classification defined in RMC 24.16.110, except additional width needed for intersection improvements.](#)
2. Traffic signal, [roundabout](#), and intersection improvements.
3. Street improvements including asphalt pavement, [bikeways](#), curb, gutter, sidewalk, street lighting, and storm drainage. Roadside landscaping is excluded from the impact fee scope of work. In Zones ~~1 and 2~~, pavement width beyond 32 feet, curb, gutter, [bikeways](#), sidewalk, street lighting and storm drainage are excluded from the fee-covered scope of work and remain the responsibility of the underlying property owner.

B. Improvement costs are divided into two elements:

1. Right-of-way acquisition; and

2. Design and construction of city standard collector street section, including storm drain system, street lights, curb, gutter, [bikeways](#), sidewalks, and listed intersection improvements. Roadside landscaping is excluded from the impact fee scope of work. In Zones 1 ~~and 2~~, pavement width beyond 32 feet, curb, gutter, [bikeways](#), sidewalk, street lighting and storm drainage are excluded from the fee-covered scope of work and remain the responsibility of the underlying property owner.

12.03.220 Grant funds.

Grant funds acquired for identified improvements in the program will be applied to the public share of the project, if any, and then to the new development share and may result in a reassessment of required plan funding, with properties developing after the grant was acquired benefiting from lower per-trip costs.

Section 2. This Ordinance shall take effect January 1, 2024 and following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: June 6, 2023

Second Reading: December 5, 2023

Date Published: December 10, 2023

Exhibit A: Traffic Impact Fee Schedule

Land Use Category - ITE Trip Generation, 11th Edition*	Notes	ITE Land Use Code	ITE Average PM Peak Hour Trip Rate (1)	New Trip % ** (2)	Net New PM Peak Hour Trip Rate (3)	Unit of Development***	Formula for TIF Fee per Unit of Development
RESIDENTIAL							
Single-Family Detached Housing	2	210	0.99	100%	0.99	Dwelling Unit	0.99 x # of Units x Zone # TIF
Single-Family Attached Housing	2	215	0.57	100%	0.57	Dwelling Unit	0.57 x # of Units x Zone # TIF
Multifamily Housing (Low-Rise) - 3 or less floors	2	220	0.51	100%	0.51	Dwelling Unit	0.51 x # of Units x Zone # TIF
Multifamily Housing (Mid-Rise) - 4 to 10 floors	2	221	0.39	100%	0.39	Dwelling Unit	0.39 x # of Units x Zone # TIF
Mobile Home Park	2	240	0.65	100%	0.65	Dwelling Unit	0.65 x # of Units x Zone # TIF
Senior (55+) Adult Housing - Single Family	2	251	0.30	100%	0.30	Dwelling Unit	0.3 x # of Units x Zone # TIF
Senior (55+) Adult Housing - Multifamily	2	252	0.25	100%	0.25	Dwelling Unit	0.25 x # of Units x Zone # TIF
Congregate Care Facility	2	253	0.18	100%	0.18	Dwelling Unit	0.18 x # of Units x Zone # TIF
Assisted Living		254	0.24	100%	0.24	Bed	0.24 x # of Units x Zone # TIF
INSTITUTIONAL							
Animal Hospital/Veterinary Clinic	2	640	3.53	100%	3.53	1,000 sf GFA	3.53 x # of Units x Zone # TIF
Movie Theater		445	13.96	100%	13.96	Movie Screens	13.96 x # of Units x Zone # TIF
Casino	2	473	22.61	100%	22.61	1,000 sf GFA	22.61 x # of Units x Zone # TIF
Health/Fitness Club	3(a)	492	3.45	75%	2.59	1,000 sf GFA	2.59 x # of Units x Zone # TIF
Church	2	560	0.49	100%	0.49	1,000 sf GFA	0.49 x # of Units x Zone # TIF
Day Care Center	3	565	11.12	56%	6.23	1,000 sf GFA	6.23 x # of Units x Zone # TIF
Elementary School	3(a)	520	0.16	75%	0.12	Student	0.12 x # of Units x Zone # TIF
Middle School/Junior High School	3(a)	522	0.15	75%	0.11	Student	0.11 x # of Units x Zone # TIF
High School	3(a)	525	0.14	75%	0.11	1,000 sf GFA	0.11 x # of Units x Zone # TIF
BUSINESS & COMMERCIAL							
Fast Casual	3(e)	930	12.55	57%	7.15	1,000 sf GFA	7.15 x # of Units x Zone # TIF
Fine Dining Restaurant	3	931	7.80	56%	4.37	1,000 sf GFA	4.37 x # of Units x Zone # TIF
High Turnover Restaurant (Sit-Down, typically a chain)	3	932	9.05	57%	5.16	1,000 sf GFA	5.16 x # of Units x Zone # TIF
Fast Food Restaurant w/ Drive-Through	3	934	33.03	45%	14.86	1,000 sf GFA	14.86 x # of Units x Zone # TIF
Coffee/Donut Shop w/ Drive-Thru Window	3(b)	936, 937, 938	38.99	20%	7.80	1,000 sf GFA	7.8 x # of Units x Zone # TIF
Wine Tasting Room	1.3(a)	970	7.31	75%	5.48	1,000 sf GFA	5.48 x # of Units x Zone # TIF
Brewery Tap Room	1.3(a)	971	9.83	75%	7.37	1,000 sf GFA	7.37 x # of Units x Zone # TIF
Drinking Place (Pub)	3(a)	975	11.36	75%	8.52	1,000 sf GFA	8.52 x # of Units x Zone # TIF
Shopping Center (>150K GFA)	3	820	3.40	78%	2.65	1,000 sf GLA	2.65 x # of Units x Zone # TIF
Shopping Plaza (40-150K GFA), No Supermarket	3	821	5.19	60%	3.11	1,000 sf GFA	3.11 x # of Units x Zone # TIF
Shopping Plaza (40-150K GFA), Includes Supermarket	3	821	9.03	60%	5.42	1,000 sf GFA	5.42 x # of Units x Zone # TIF
Strip Retail Plaza (<40K GFA)	2.3(d)	822	6.59	60%	3.95	1,000 sf GFA	3.95 x # of Units x Zone # TIF
Free-Standing Discount Store	3	815	4.86	80%	3.89	1,000 sf GFA	3.89 x # of Units x Zone # TIF
Free-Standing Discount Superstore (includes grocery)	3	813	4.33	71%	3.07	1,000 sf GFA	3.07 x # of Units x Zone # TIF
Variety Store ("Dollar Stores")	3	814	6.70	66%	4.42	1,000 sf GFA	4.42 x # of Units x Zone # TIF
Discount Club	3	857	4.19	66%	2.77	1,000 sf GFA	2.77 x # of Units x Zone # TIF
Supermarket	2.3	854	8.95	76%	6.80	1,000 sf GFA	6.8 x # of Units x Zone # TIF
Pharmacy/Drug Store with Drive-Through	3	881	10.25	51%	5.23	1,000 sf GFA	5.23 x # of Units x Zone # TIF
Drive-in Bank	3	912	21.01	65%	13.66	1,000 sf GFA	13.66 x # of Units x Zone # TIF
Convenience Store & Gas Station (based upon 4-5.5K GFA Store)	3	945	22.76	31%	7.06	Vehicle Fueling Positions	7.06 x # of Units x Zone # TIF
Automobile Sales (New)	3(a)	840	2.42	75%	1.82	1,000 sf GFA	1.82 x # of Units x Zone # TIF
Automobile Sales (Used)	3(a)	841	3.75	75%	2.81	1,000 sf GFA	2.81 x # of Units x Zone # TIF
Automobile Parts Sales	3	843	4.90	57%	2.79	1,000 sf GFA	2.79 x # of Units x Zone # TIF
Tire Store	3	848	3.75	75%	2.81	1,000 sf GFA	2.81 x # of Units x Zone # TIF
Quick Lubrication Vehicle Shop	3(a)	941	4.85	75%	3.64	Servicing Positions	3.64 x # of Units x Zone # TIF
Automobile Care Center	3(a)	942	3.11	75%	2.33	1,000 sf GLA	2.33 x # of Units x Zone # TIF
Self-Service Car Wash	3(c)	947	5.54	31%	1.72	Wash Stalls	1.72 x # of Units x Zone # TIF
Automated Car Wash	1.3(c)	948	77.50	31%	24.03	Car Wash Tunnels	24.03 x # of Units x Zone # TIF
Construction Equipment Rental Store	3(a)	811	0.99	75%	0.74	1,000 sf GFA	0.74 x # of Units x Zone # TIF
Sporting Goods Superstore	3(d)	861	2.14	60%	1.28	1,000 sf GFA	1.28 x # of Units x Zone # TIF
Pet Supply Superstore	1.3(a)	866	3.55	75%	2.66	1,000 sf GFA	2.66 x # of Units x Zone # TIF
Home Improvement Superstore	3	862	2.29	58%	1.33	1,000 sf GFA	1.33 x # of Units x Zone # TIF
Building Materials and Lumber Store	3(a)	812	2.25	75%	1.69	1,000 sf GFA	1.69 x # of Units x Zone # TIF
Hardware/Paint Store	3	816	2.98	74%	2.21	1,000 sf GFA	2.21 x # of Units x Zone # TIF
Nursery (Garden Center)	3(a)	817	6.94	75%	5.21	1,000 sf GFA	5.21 x # of Units x Zone # TIF
Electronic Superstore	3	863	4.25	60%	2.55	1,000 sf GFA	2.55 x # of Units x Zone # TIF
Office Supply Superstore	1.3(d)	867	2.77	60%	1.66	1,000 sf GFA	1.66 x # of Units x Zone # TIF
Discount Home Furnishings Superstore	3(a)	869	1.57	75%	1.18	1,000 sf GFA	1.18 x # of Units x Zone # TIF
Apparel Store	3(d)	876	4.12	66%	2.72	1,000 sf GFA	2.72 x # of Units x Zone # TIF
Hotel	3(a)	310	0.59	100%	0.59	Rooms	0.59 x # of Units x Zone # TIF
Motel	3(a)	320	0.36	100%	0.36	Rooms	0.36 x # of Units x Zone # TIF
OFFICE							
General Office		710, 714, 715		100%	1.50	1,000 sf GFA	1.5 x # of Units x Zone # TIF
Small Office Building (<=10K GFA)		712	2.16	100%	2.16	1,000 sf GFA	2.16 x # of Units x Zone # TIF
Medical-Dental Office Building (Not Adjacent to Hospital Campus)	2	720	3.93	100%	3.93	1,000 sf GFA	3.93 x # of Units x Zone # TIF
Business Park	2	770	1.22	100%	1.22	1,000 sf GFA	1.22 x # of Units x Zone # TIF
INDUSTRIAL							
Industrial	2	110	0.65	100%	0.65	1,000 sf GFA	0.65 x # of Units x Zone # TIF
Industrial Park		130	0.34	100%	0.34	1,000 sf GFA	0.34 x # of Units x Zone # TIF
Manufacturing	2	140	0.74	100%	0.74	1,000 sf GFA	0.74 x # of Units x Zone # TIF
Warehousing/Storage		150, 151	0.16	100%	0.16	1,000 sf GFA	0.16 x # of Units x Zone # TIF
Industrial Suites (Flex Space)	4	Weighted Average	0.97	N/A	0.97	1,000 sf GFA	0.97 x # of Units x Zone # TIF

*ITE Trip Generation Manual, Institute of Transportation Engineers, 11th Edition.

**The New Trip % reflects that not all trips are new to the Transportation Network. The New Trip % Factor reduces the Average Trip Rate based on average Pass-By trip percentages.

***Abbreviations include: GFA = Gross Floor Area, sf = square feet, and GLA = Gross Leasable Area.

NOTES:

(1) ITE Trip Generation Manual (11th Edition) has less than 6 studies supporting this average rate. Applicants are encouraged to conducting independent trip generation studies in support of their application.

(2) The ITE Trip Generation Manual contains a regression equation which may match a proposed site better than the average rate. Typically the average rate will be used from the table above.

but the Traffic Engineer reserves the right to consider use of the average rate if the equation clearly represents a more realistic estimate based on specific project size and scope.

(3) Uses Pass-by data from ITE Trip Generation Manual Appendix for Pass-By Data. Notes below indicate estimates based on similar land uses.

Code	Land Use	New Trip Percentage
3(a)	No Data Available. 25% Estimated Pass-by	75%
3(b)	No Data Available. 80% Estimated Pass-by	20%
3(c)	Convenience Store & Gas Station	31%
3(d)	Shopping Plaza (821)	60%
3(e)	High Turnover Restaurant (932)	57%

Net New PM Peak Hour Trip Rate Calculation:	ITE Average PM Peak Hour Trip Rate (1)	X	New Trip % (2)	=	Net New PM Peak Hour Trip Rate (3)	Transportation Impact Fee Calculation:	Net New PM Peak Hour Trip Rate (3)	X	Zone # TIF Per New PM Peak Hour Trip	=	Impact Fee/Unit of Development (4)	X	# of Units	=	Total Impact Fee
---	--	---	----------------------	---	--	--	--	---	--	---	--	---	---------------	---	---------------------

(4) Weighted rate for Industrial Suites is made up General Office (25%), Business Park (25%), Industrial Park (25%), Warehousing & Storage (25%)

(5) Some land uses may not fit this table in which case the full ITE Trip Generation Manual will be considered to determine the proper land use.

IMPACT FEE COMPARISON			
CURRENT RMC		1ST READING	2ND READING
		Jun-23	Nov-23
ZONE 1	\$1,991.25	\$2,738.24	\$2,647.13
ZONE 2	\$854.84	\$2,641.19	\$2,453.84
ZONE 3	\$2,229.09	\$5,196.11	\$4,951.56
ZONE 4	\$2,222.43	\$2,222.43	\$1,815.63



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 2023-31, Amending the 2023 Budget in the General Fund, City Streets Fund, Special Lodging Assessment Fund, Public Safety Sales Tax Fund, Broadband Fund, Equipment Replacement Fund, and Workers Compensation Fund

Department/Office
Finance

Ordinance/Resolution Number:
2023-31

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-31, amending the 2023 Budget in multiple funds as provided therein.

Summary:

Ordinance 2023-31 includes amendments to the adopted 2023 Budget as follows:

- A traffic Comprehensive Safety Action Plan Update was included in the 2024 budget in the amount of \$40,000. It was deemed necessary to accelerate the appropriation into 2023 to meet the grant application deadline of February 2024.
- Additional ICAC Task Force funding was received from Seattle Police Department in the amount of \$55,000 and must be appropriated for spending.
- Tourism Promotion Area revenues exceeded the budget in 2023. As all proceeds are passed through to Visit Tri-Cities, additional appropriations in the amount of \$200,000 are required.
- Energy costs in the Streets Department were budgeted to drop dramatically in 2023 due to the retrofitting of all streetlights to LED bulbs. Due to the project being completed mid-year in 2023, the budgeted reduction was too high and additional appropriations in the amount of \$250,000 are required for projected 2023 costs.
- Additional appropriations in the amount of \$620,000 are needed in the Workers Compensation Fund due to a significant increase in claims in 2023. This increase is primarily a result of legislative changes.
- Additional appropriations in the amount of \$10,981 are needed to spend a Department of Justice grant received and previously approved by Council.
- Due to supply chain challenges and increasing costs for vehicle purchases over the last few years, additional appropriations in the amount of \$566,828 are needed in the Equipment Replacement Fund. These are vehicles approved for purchase over the last three years that have been carried forward due to long lead times.
- Additional appropriations in the amount of \$55,739 are needed in the Public Safety Sales Tax Fund for vehicle maintenance and operations cost due to the conversion of detective vehicles to patrol vehicles, increased fuel costs, and unexpected repairs.
- Additional appropriations in the amount of \$14,500 are needed in the Broadband Fund for maintenance and operations costs related to an unexpected replacement of a generator fuel system.

Staff recommends approval of Ordinance No. 2023-31 for first reading, by title only.

Fiscal Impact:

Ordinance No. 2023-31 will add \$2,103,048 in appropriations to the 2023 Budget. Of this amount, \$555,981 is from new revenue sources and \$1,547,067 is from fund balance.

Attachments:

- I. Ordinance No. 2023-31

ORDINANCE NO. 2023-31

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2023 BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS IN THE CITY'S GENERAL FUND, CITY STREETS FUND, SPECIAL LODGING ASSESSMENT FUND, PUBLIC SAFETY SALES TAX FUND, BROADBAND FUND, EQUIPMENT REPLACEMENT FUND, AND WORKERS COMPENSATION FUND, AND DECLARING THAT A PUBLIC EMERGENCY EXISTS IN CERTAIN OF THESE FUNDS.

WHEREAS, on November 15, 2022, Richland City Council approved Ordinance No. 2022-39 approving the 2023 Budget; and

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2023 Budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, certain additional expenditures have been identified as necessary or desirable in the current year that do not have a specific new revenue source; and

WHEREAS, no funds were appropriated for these expenditures; and

WHEREAS, sufficient unappropriated fund balances are available in the funds referred to in Section 2 to support the required budget adjustment; and

WHEREAS, on December 5, 2023, a duly advertised public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balances.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2022 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the General Fund, Equipment Replacement Fund, Public Safety Sales Tax Fund, Broadband Fund and the Workers Compensation Fund.

This space intentionally left blank.

Section 3. Amendment of the 2023 Budget. The 2023 Budget is hereby amended to provide additional appropriations in the following funds, and from the following sources, as indicated:

2023 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 80,623,648	\$ 355,981	\$ 80,979,629	\$ 290,000	\$ 65,981
101	CITY STREETS FUND	4,113,695	290,000	4,403,695	-	290,000
117	PUBLIC SAFETY SALES TAX FUND	2,645,674	55,739	2,701,413	55,739	
151	SPECIAL LODGING ASSESSMENT FUND	550,000	200,000	750,000	-	200,000
408	BROADBAND FUND	3,357,448	14,500	3,371,948	14,500	
503	EQUIPMENT REPLACEMENT FUND	9,836,521	566,828	10,403,349	566,828	-
506	WORKERS COMPENSATION FUND	1,037,536	620,000	1,657,536	620,000	-
TOTAL		\$ 102,164,522	\$ 2,103,048	\$ 104,267,570	\$ 1,547,067	\$ 555,981

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 2023-32, Annexing 1.83 Acres Located at 24907 Dallas Road (Short Plat 793, Lot 3)

Department/Office
Development Services

Ordinance/Resolution Number:
2023-32

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-32, annexing 1.83 acres legally described as Short Plat 793, Lot 3 and located at 24907 Dallas Road, and applying residential single family (R-1-10) zoning to said lot.

Summary:

On February 21, 2023, by adoption of Resolution No. 2023-26, Richland City Council accepted a request for annexation of 1.83 acres located at 24907 Dallas Road owned by Ryan Tucker.

At its meeting on July 6, 2023, the Richland City Council authorized the circulation of a petition calling for the annexation of this property. The petition was approved by the Benton County Assessor on July 14, 2023.

Resolution No. 2023-148 set the public hearing date for December 5, 2023 during the City Council's regularly scheduled meeting.

This is the first reading of Ordinance No. 2023-32 to accept the proposed annexation of 1.83 Acres of Short Plat 793, Lot 3 and applying single family residential (R-1-10) zoning consistent with the recommendation of the Richland Planning Commission.

Staff recommends approval of Ordinance No. 2023-32 for first reading, by title only.

Fiscal Impact: The approval of the annexation alone will not create a substantial fiscal impact to the City. Future investment in public infrastructure will have a fiscal impact and development of the annexed property may result in an additional revenue in the form of land sales, sales taxes, and property taxes.

Attachments:

1. Ordinance No. 2023-32
2. Staff Report - 24907 Dallas Road Annexation (ANX2022-102)

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

ORDINANCE NO. 2023-32

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, ANNEXING APPROXIMATELY 1.83 ACRES OF LAND LOCATED AT SHORT PLAT 739, LOT 3, WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, PROVIDING FOR ASSUMPTION OF EXISTING CITY INDEBTEDNESS, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF RICHLAND.

WHEREAS, the City received a notice of intent to annex from Ryan Tucker, owner of real property located at or near 24907 Dallas Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on February 21, 2023, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 2023-26, accepting the notice of intent to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 2023-26 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on March 22, 2023 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of R-1-10 (single-family residential – 10,000) zoning for the property; and

WHEREAS, on July 6, 2023, Richland City Council adopted Resolution No. 2023-108, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on December 5, 2023, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the “Annexed Area”).

Section 2. The Richland Comprehensive Plan adopted October 3, 2017 by passage of Ordinance No. 45-17, as amended, shall serve as the comprehensive plan for the Annexed Area. All property within the Annexed Area shall be designated as “Residential” under the land use map that is part of the Richland Comprehensive Plan.

Section 3. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be single-family residential – 10,000 (R-1-10) as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 4. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment

for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 5. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City of Richland, as adopted by Section 23.08.040 of said title, are hereby amended by amending **Sectional Map No. 18**, part of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 18 together with the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and shall attach the amended sectional map and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 9. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

EXHIBIT A

Legal Description for Short Plat 739, Lot 3 Annexation

The Short Plat 739, Lot 3 annexation consists of the following:

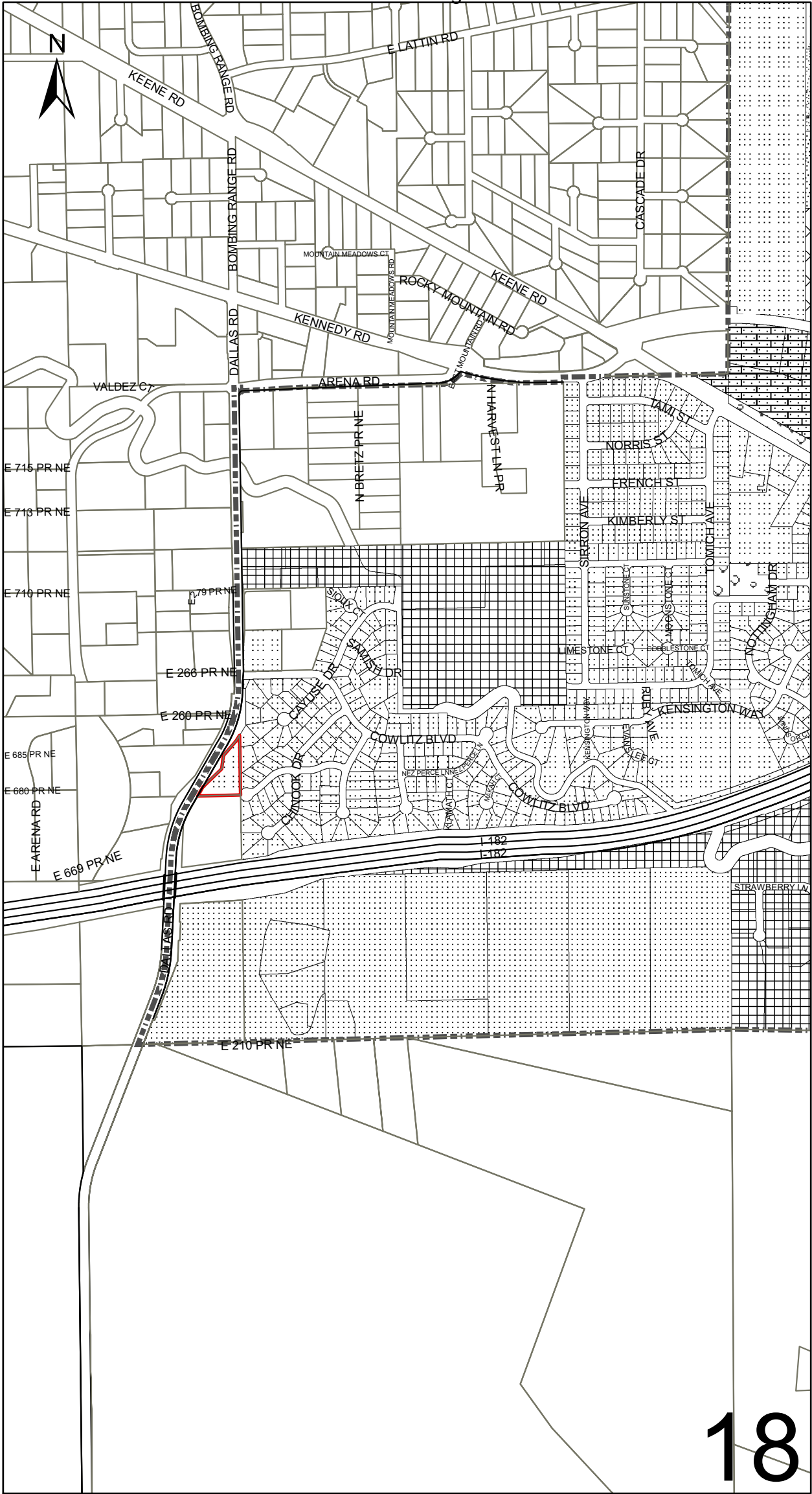
SHORT PLAT NO. 739, LOT 3,

A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

This description includes the following County Parcel Identification Numbers:

120983010739003

Exhibit B to Ordinance No. 2023-32; Passed 12/___/23
R-1-10 Zoning



STAFF REPORT

TO: CITY COUNCIL
FILE NO.: ANX2022-102

PREPARED BY: MATTHEW HOWIE
MEETING DATE: DECEMBER 5, 2023

GENERAL INFORMATION:

APPLICANT: RYAN TUCKER (ANX2022-102).

REQUEST: CONSIDERATION OF A PROPOSED ANNEXATION OF APPROXIMATELY 1.83 ACRES.

LOCATION: SHORT PLAT NO. 739, LOT 3, A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

REASON FOR REQUEST:

The City is currently considering the annexation of approximately 1.83-acres of land owned by Ryan Tucker at 24907 Dallas Road, Richland, WA. City Council authorized the annexation process to begin through the adoption of Resolution No. 2023-26, which directed the Planning Commission to consider what zoning would be appropriate for this site. On March 22, 2023 the Planning Commission conducted a public hearing and determined that due to the proposed use of the property in question the best zoning designation would be single-family residential – 10,000 (R-1-10)

SITE DATA

Size: Approximately 1.83 acres.

Ownership: Currently owned by Ryan Tucker.

Current Use: The proposed annexation site is currently developed with one complete single-family residence and a 2,500 square foot detached accessory structure, which has previously been used for the operations of a business as well as living quarters. Upon approval of the annexation request, the applicant has indicated that the accessory structure will no longer be used for business or living activities.

Comprehensive Plan: The site is within the City of Richland's adopted Urban Growth Area (UGA) boundary and is designated as Low-Density Residential by the Richland Comprehensive Plan.

Utilities: City water, city sewer and city electrical services are available in the vicinity to serve the proposed annexation area. Water was stubbed to the property

during the buildout of the White Bluffs subdivision. Property is currently on well and septic system.

Existing County Zoning: Urban Growth Area Residential District.

SURROUNDING LAND USES

North: RL-5, Rural Lands Five Acre District, across Dallas Road in County

East: R-1-10, single-family residential use, White Bluffs subdivision

South: UGAR, Urban Growth Area Residential District, in UGA, in County

West: RL-5, Rural Lands Five Acre District, across Dallas Road in County

PROPOSED ZONING

Based on the property's shape, size, and topography it has limited development potential. The site slopes down sixty (60) feet from Dallas Road to its lowest point at the southeast corner of the lot. The Owner has requested (and the Richland Planning Commission recommends) R-1-10 zoning and has indicated that he has no future development plans outside of the existing single-family residence and detached accessory structure. R-1-10 is a residential zoning category accommodating only low density housing, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Likewise, the R-1-10 designation is intended to be applied where designated Low-Density Residential (zero to five dwellings per acre) is recommended under the City of Richland Comprehensive Plan. This property is already designated as Low-Density Residential by the Comprehensive Plan. Finally, all neighboring properties east of Dallas Road are likewise both zoned R-1-10, and under the Low-Density Residential designation in the Comprehensive Plan, so this choice of zoning would be contextually appropriate as well.

ANALYSIS

Zoning designations R-1-12 and SAG (Suburban Agriculture) would also serve as appropriate based on the applicant's proposed use, intensity of use, generous lot size, topographic limitations, and the Comprehensive Plan's existing Land Use designation for the property as Low-Density Residential. Only compared contextually with its neighbors in White Bluffs subdivision would the R-1-12 and SAG designations distinguish themselves from the recommended R-1-10 designation.

SUMMARY

Application of R-1-10 zoning represents the most appropriate zoning designation for the proposed annexation area as it would be most-consistent with the City's Comprehensive Plan and existing development pattern within the proposed annexation area.

FINDINGS OF FACT

1. The site is within the City of Richland's Urban Growth Area boundary as those boundaries were established with the adoption of the Benton County Comprehensive Plan in 1998 and subsequent periodic updates;
2. The City's Comprehensive Plan designates the proposed annexation area as suitable for Low-Density Residential;
3. There are three zoning districts that can be applied to the property that would implement the Low-Density Residential Comprehensive Plan designation;
4. The Low-Density Residential land use designation allows for single family residential (R-1-10 and R-1-12) and suburban agricultural (SAG) zoning;
5. The approximately 1.83 acres of land subject to the proposed annexation request are currently partially developed;
6. Properties located east of the proposed annexation area that are within the City of Richland are zoned single-family residential (R-1-10);
7. Properties located to the west and to the north, which are located within unincorporated Benton County are currently zoned Urban Growth Area Residential District (UGAR) and Rural Lands Five Acre District (RL-5)
8. The Richland Planning Commission conducted a public hearing on March 22, 2023 to determine which zoning district best represents the overall interests of the city. The single-family residential – 10,000 (R-1-10) district has been recommended to the City Council.
9. The Benton County Assessor's Office certified that 100% of the property ownership was subject to the annexation petition/application.

CONCLUSIONS OF LAW:

1. Based on the above findings of fact, assignment of R-1-10 zoning would be in the best interest of the City of Richland.
2. The Richland City Council's legislative powers provides the authority for the Council to approve/deny the annexation request.

RECOMMENDATION

Staff recommends the Richland City Council concur with the findings and conclusions set forth in Staff Report (ANX2022-102) and recommend to the City Council assignment of single-family (R-1-10) zoning.

ATTACHMENTS

1. Annexation Request Letter
2. Resolution No. 2023-16
3. Resolution No. 2023-26
4. Purpose of Use Districts
5. Vicinity Map
6. Richland Zoning Map
7. Resolution No. 2023-108
8. Resolution No. 2023-148
9. Fiscal Impact Analysis



Exhibit I

Annexation Request Letter

APPLICATION LETTER FOR VOLUNTARY ANNEXATION OF TUCKER PROPERTY
24907 DALLAS RD, SHORT PLAT 739, LOT3

Mr. Mike Stevens
Planning Manager
City of Richland Development Services Dept.
625 Swift Boulevard, MS-35
Richland, WA 99352

Dear Mr. Mike Stevens :

As the owners of the below-referenced property, please accept this letter as a formal request by us to annex into the City of Richland. The 1.83-acre property is located at 24907 Dallas Road, Richland WA 99352. Benton County Parcel Tax I.D. No. 1-2098-301-0739-003. Legal Description (Short Plat 739, Lot 3). See attached maps for property location reference.

If you have any questions about this application for annexation, please call me at 509-308-2239.

Whatever your decision, please accept my sincere thanks for your time and consideration of my request.

Sincerely,



Ryan Tucker



Application for Annexation

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Ryan Tucker

Address: 24907 Dallas Rd, Richland WA 99352

Phone: 509-308-2239

Email: Safeset1@hotmai.com

APPLICANT INFORMATION (if different)

☐ Contact Person

Company:

UBI#

Contact:

Address:

Phone:

Email:

DESCRIPTION OF REQUEST

Connect to the City water system and annex to City of Richland.

PROPERTY INFORMATION

Parcel #: 1-20983010739003

Legal Description:

SHORT PLAT 739, LOT 3

Current Comp. Plan: LDR

Requested Zoning: R-1-10

Size of Property: 79,952 ☒

Domestic Water Supply: ☐ City ☒ Private Well

Sewage Disposal: ☐ City ☒ Septic

Irrigation Source: ☐ City ☒ Private Well ☐ Columbia Irrig. District ☐ Kennewick Irrig. District ☐ BMID

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. A "Notice of Intent" form requesting annexation to the City of Richland
3. Full legal description of the proposed annexation area
4. A map showing all of the following: general vicinity of proposed annexation in relation to the City of Richland, the proposed boundaries of the annexation, and all public roads near the annexation area
5. Other information as determined by the Administrator

ANSWER QUESTIONS BELOW AS COMPLETELY AS POSSIBLE – USE ADDITIONAL SHEET(S) IF NECESSARY

Why are you requesting annexation into the City of Richland?

Building a single family residence and we would like to get on the city water system. Water was stubbed to my property by RC of Washington as part of the White Bluffs Subdivision.

What use, building or structure is intended for the property?

Single Family Dwelling

What changes have occurred in the area that justify the requested annexation?

White Bluffs Subdivision brought in city utilities close to my county property.

Are there any other properties in your neighborhood that could be part of your annexation request? If so, have you spoken to the owners about joining your annexation request?

One lot. Spoke to neighbor

~~None at this time~~

He is not interested in annexation.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the submittals.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of the Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Ryan Tucker

Applicant Signature:  Date 9-12-22



Exhibit 2

Resolution No. 2023-16

RESOLUTION NO. 2023-16

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON
SETTING A MEETING DATE TO REVIEW A PROPOSED
ANNEXATION OF 1.83 ACRES KNOWN AS SHORT PLAT 739, LOT
3, LOCATED WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9
NORTH, RANGE 28 EAST, W.M., BENTON COUNTY,
WASHINGTON.**

WHEREAS, the City received a written request for annexation of 1.83 acres of property owned by Ryan Tucker legally described as Lot 3 of Short Plat 739 in Benton County, Washington; and

WHEREAS, Richland City Council was presented with the request at its regular meeting on February 7, 2023; and

WHEREAS, RCW 35.13.125 requires the legislative body to set a date for a meeting with the annexation petitioners.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regular meeting date of **February 21, 2023** at or after **6:00 p.m.** is hereby established as the date on which the Richland City Council will meet with the annexation petitioners.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:

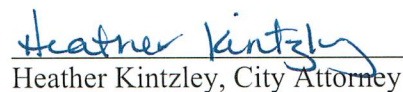

Heather Kintzley, City Attorney



Exhibit 3

Resolution No. 2023-26

RESOLUTION NO. 2023-26

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, ACCEPTING A REQUEST FOR ANNEXATION OF 1.83 ACRES KNOWN AS SHORT PLAT 739, LOT 3, LOCATED WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

WHEREAS, owner Ryan Tucker submitted a written request for annexation of 1.83 acres of property legally described as Lot 3 of Short Plat 739 in Benton County, Washington; and

WHEREAS, on February 7, 2023, Richland City Council was presented with the request for annexation and passed Resolution No. 2023-16, establishing February 21, 2023 as the date for Council to meet with the proponent of the annexation; and

WHEREAS, as required by RCW 35.13.125, Richland City Council met with the annexation proponent on February 21, 2023 and reviewed the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland as follows:

Section 1. The City of Richland hereby accepts the request for annexation subject to the following conditions:

1. That the annexation is accepted as proposed.
2. That simultaneous adoption of the City's Comprehensive Plan for the proposed annexation is required.
3. That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

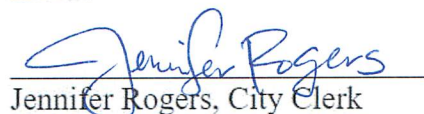
Section 2. The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation for the area proposed for annexation.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of February, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:

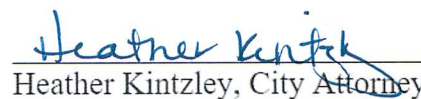

Heather Kintzley, City Attorney



Exhibit 4

Purpose of Use Districts

23.14.010 Purpose of agricultural use districts.

A. The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan.

B. The suburban agricultural use district (SAG) is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].

23.18.010 Purpose of residential use districts.

Five residential zone classifications permit a variety of housing and population densities without conflict. Protection is provided against hazards, objectionable influences, traffic, building congestion and lack of light, air and privacy. Certain essential and compatible public service installations are permitted in residential use districts.

A. The single-family residential – 12,000 (R-1-12) is a residential zone classification requiring the lowest density of population within the city, providing protection against hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

B. The single-family residential – 10,000 (R-1-10) is a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the city of Richland comprehensive plan.

C. The medium-density residential (R-2) is a residential zone classification permitting a higher density of population including the establishment of duplex dwellings and providing for these single-and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

D. The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

E. The multiple-family residential use district (R-3) is a residential zone classification allowing for the location of multiple-family dwellings, duplexes and attached and detached one-family dwellings and providing a high degree of protection for such uses and adjacent low-density residential development. This classification shall be designed to give protection from hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and installations are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated high-density residential (10.1 or more dwellings per acre) under the city of Richland comprehensive plan. [Ord. 28-05 § 1.02].



Exhibit 5

Vicinity Map

Vicinity Map

Item: Short Plat 739, Lot 3
Applicant: Ryan Tucker
File #: ANX2022-102



0 250 500 Feet

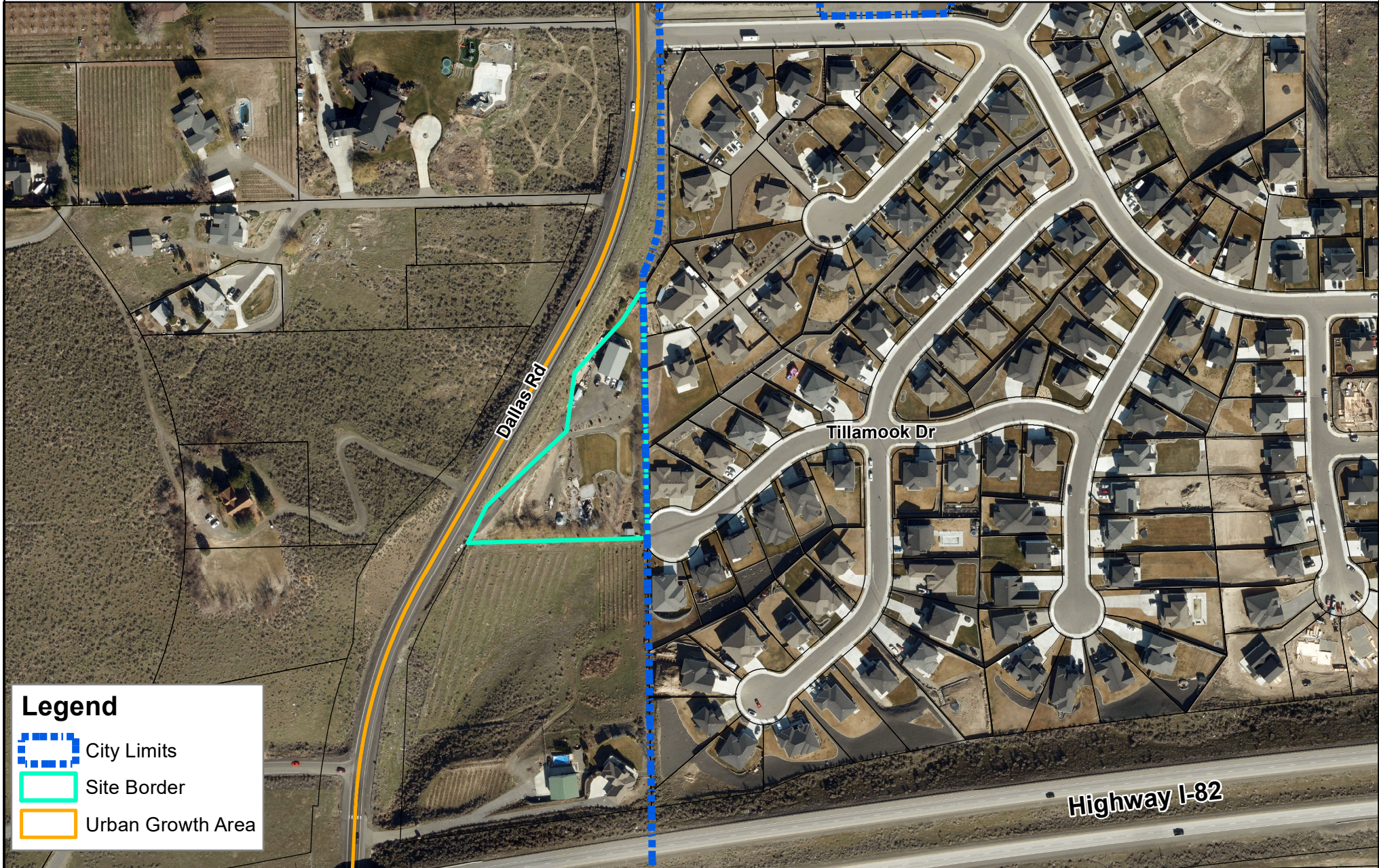




Exhibit 6

Richland Zoning Map

Zoning Map

Item: Short Plat 739, Lot 3
Applicant: Ryan Tucker
File #: ANX2022-102



0 250 500 Feet





Exhibit 7

Resolution No. 2023-108

RESOLUTION NO. 2023-108

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING THE CIRCULATION OF A PETITION
PROPOSING ANNEXATION OF APPROXIMATELY 1.83 ACRES
KNOWN AS LOT 3 OF SHORT PLAT 739, LOCATED WITHIN
PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28
EAST, W.M., BENTON COUNTY, WASHINGTON.**

WHEREAS, Richland City Council has, through adoption of Resolution No. 2023-26 on February 21, 2023, accepted a request for the annexation of 1.83 acres located at or near 24907 Dallas Road; and

WHEREAS, the Richland Planning Commission held a public hearing on March 22, 2023 to consider appropriate zoning designations for the proposed annexation area, thus fulfilling the directives included in Resolution No. 2023-26.

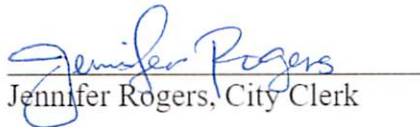
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that circulation of the attached petition calling for the annexation of the 1.83 acres located at or near 24907 Dallas Road is hereby authorized.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of July, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

**PETITION FOR ANNEXATION
TO CITY OF RICHLAND, WASHINGTON**

Proposed Annexation Name: **Short Plat 739, Lot 3**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Exhibit 3.

Prior to the circulation of this petition, a meeting was held on the twenty-first day of February, 2023, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 2023-26, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto. Resolution No. 2023-26 also (1) required that the annexation be accepted as proposed; (2) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (3) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; and (4) directed the Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed.

On March 22, 2023, the Richland Planning Commission conducted a public meeting and recommended that R-1-10 Single Family Residential zoning was the most appropriate zoning designation for the proposed annexation area. On July 6, 2023, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. *See RCW 35.21.005.*

Assessor's Parcel Numbers: 120983010739003

Property Owners:.....RYAN TUCKER

Site Address:.....24907 DALLAS ROAD

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

EXHIBIT 1
Proposed Short Plat 739, Lot 3 Annexation

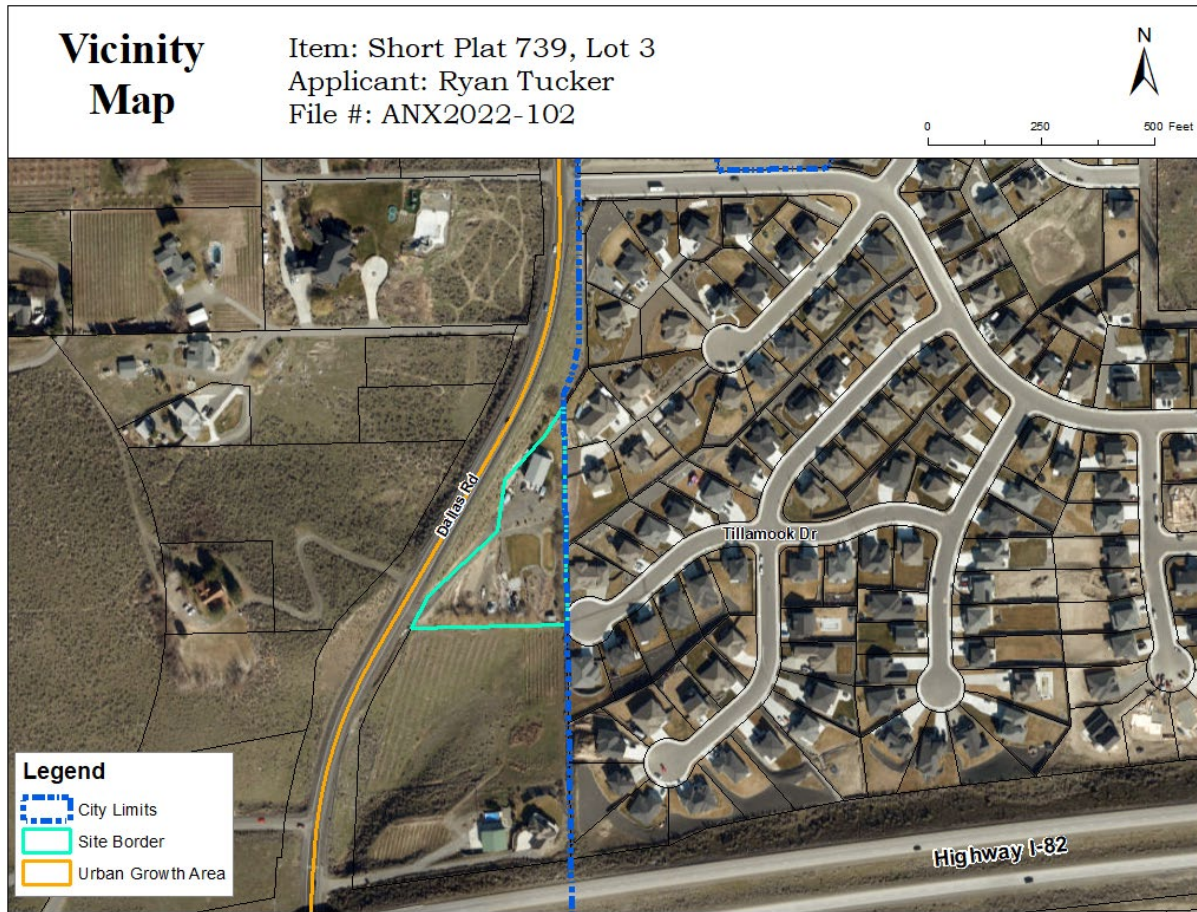


EXHIBIT 2

Legal Description for Short Plat 739, Lot 3 Annexation

The Short Plat 739, Lot 3 annexation consists of the following:

SHORT PLAT NO. 739, LOT 3,

A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

This description includes the following County Parcel Identification Numbers:

120983010739003

EXHIBIT 3
Proposed Short Plat 739, Lot 3 Annexation

Parcel #	Owner	Parcel Address	Lot Size (ft ²)	Assessed Value
120983010739003	Ryan Tucker	27907 Dallas Road	79774.02	\$205,110



Exhibit 8

Resolution No. 2023-148

RESOLUTION NO. 2023-148

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON
SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE
PROPOSED ANNEXATION OF APPROXIMATELY 1.83 ACRES
KNOWN AS LOT 3 OF SHORT PLAT 739, LOCATED WITHIN
PORTIONS OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28
EAST, W.M., BENTON COUNTY, WASHINGTON.**

WHEREAS, a petition for annexation to the City of Richland has been received from the owners representing one hundred percent (100%) of valuation for the annexation of the described property, attached hereto as **Exhibit A**; and

WHEREAS, RCW 35.13.130 sets forth requirements that an annexation petition must be signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned; and

WHEREAS, such petition was duly certified by the Benton County Assessor on July 14, 2023.

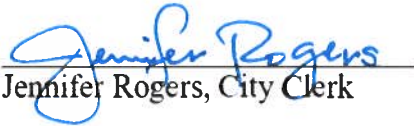
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regularly scheduled City Council meeting to be held beginning at **6:00 p.m. on December 5, 2023** is hereby established as the date on which Council will conduct a public hearing to consider the annexation petition.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of September, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:

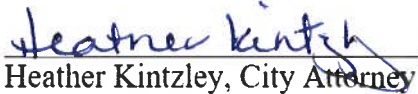

Heather Kintzley, City Attorney

Exhibit A

PETITION FOR ANNEXATION TO CITY OF RICHLAND, WASHINGTON

Proposed Annexation Name: Short Plat 739, Lot 3

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Exhibit 3.

Prior to the circulation of this petition, a meeting was held on the twenty-first day of February, 2023, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 2023-26, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto. Resolution No. 2023-26 also (1) required that the annexation be accepted as proposed; (2) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (3) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; and (4) directed the Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed.

On March 22, 2023, the Richland Planning Commission conducted a public meeting and recommended that R-1-10 Single Family Residential zoning was the most appropriate zoning designation for the proposed annexation area. On July 6, 2023, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Exhibit 1 and legally described in Exhibit 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

WARNING

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. *See RCW 35.21.005.*

Assessor's Parcel Numbers: 120983010739003

Property Owners:.....RYAN TUCKER

Site Address:.....24907 DALLAS ROAD

Signature: By: *Ryan Tucker* Date: 7-11-23

Name of Person Signing: Ryan Tucker

Signature: By: *Lacey Tucker* Date: 7-11-23

Name of Person Signing: Lacey TUCKER

EXHIBIT 1
Proposed Short Plat 739, Lot 3 Annexation

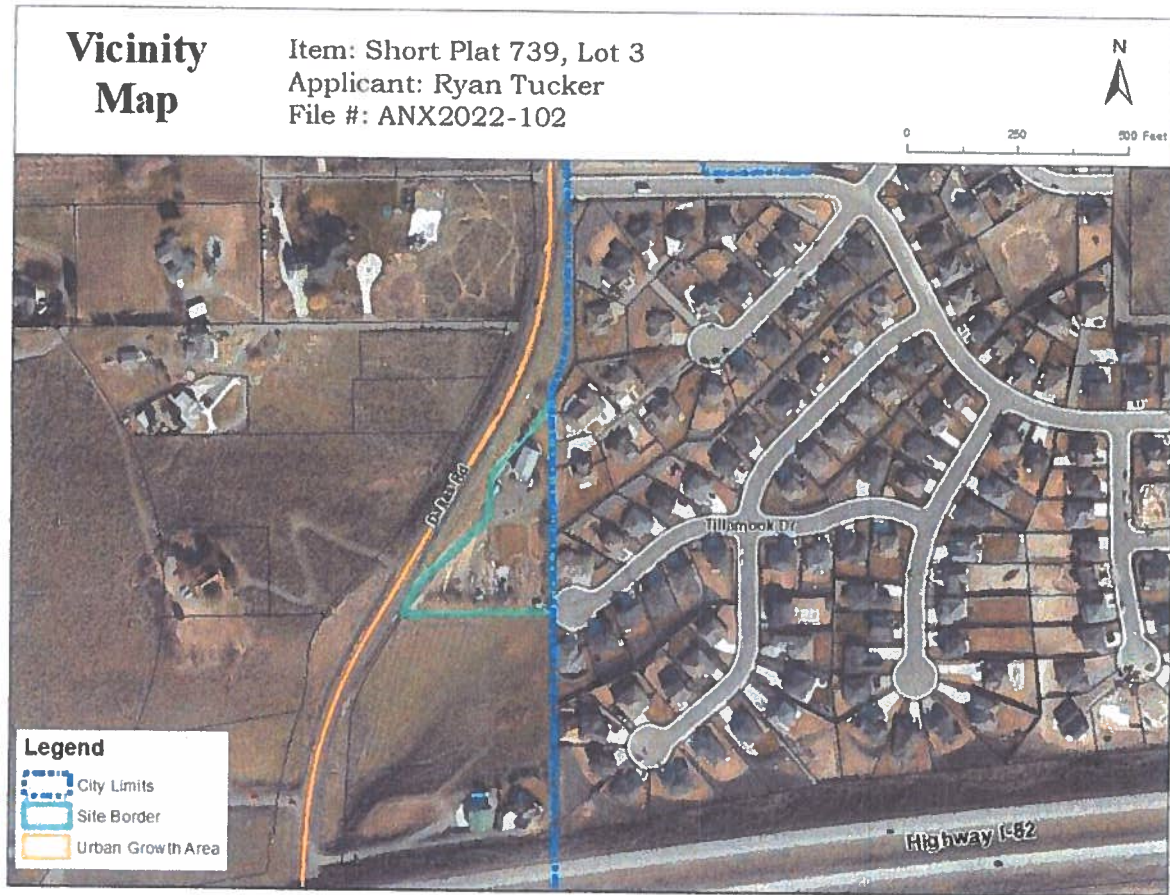


EXHIBIT 2
Legal Description for Short Plat 739, Lot 3 Annexation

The Short Plat 739, Lot 3 annexation consists of the following:

SHORT PLAT NO. 739, LOT 3,

A PORTION OF SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

This description includes the following County Parcel Identification Numbers:

120983010739003

EXHIBIT 3
Proposed Short Plat 739, Lot 3 Annexation

Parcel #	Owner	Parcel Address	Lot Size (ft²)	Assessed Value
120983010739003	Ryan Tucker	24907 Dallas Road	79774.02	\$205,110



Exhibit 9

Fiscal Impact Analysis

FISCAL IMPACT – PROPOSED TUCKER ANNEXATION
24907 DALLAS ROAD
ANX2022-102
December 5, 2023

INTRODUCTION

This fiscal analysis has been prepared by Staff to identify the impacts of the proposed Tucker Annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Given the lot sizes, locations of existing development and topography of the area it is possible, however unlikely, that subsequent to this annexation request, the applicant could subdivide and create additional building lots. *Table 1* provides an estimate of the revenues that would be produced from the annexation area based on the existing level of development. *Table 2* provides a revenue estimate at full build-out of the annexation area and is substantially the same as *Table 1* given the reasons noted above.

Table 1 – 2023 Projected Revenue

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	0.21733%	\$205,110 2023 assessed value	\$445.77
Permit Fees ¹	\$45.88/person	4 persons	\$183.52
Utility Taxes ²	\$226.33/person	Water & sewer currently provided	\$905.32
Sales Taxes ³	\$321.72/person	4 persons	\$1286.88
Total			\$2821.49

Table 1 & 2 Notes:

1. Permit fees are based on the total 2023 adopted budget figures for licenses and permits, (\$2,778,500) divided by the current (2020 Census) population (60,560 persons).
2. Utility taxes based on adopted budget figures for total utility tax revenue (\$13,706,798) divided by estimated number of current (2020 Census) population (60,560 persons).
3. Sales tax determined by total sales and use tax revenue (\$19,483,450) divided by the current (2020 Census) population (60,560 persons).

Table 2 – Projected Revenue – Full Build-Out

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	0.21733%	\$205,110 2023 assessed value	\$445.77
Permit Fees ¹	\$45.88/person	23 persons	\$1,055.24
Utility Taxes ²	\$226.33/person	23 persons	\$5,205.59
Sales Taxes ³	\$321.72/person	23 persons	\$7,399.56
Total			\$14,106.16

Table 2 Assumptions:

- Assumes property has been advantageously graded and cleared in preparation for full redevelopment. Per City records, lot is 79,774 square feet. R-1-10 zoning could allow the subdivision and construction of 9 residential lots on the existing property, though again, this is likely impossible due to the shape and topography of the parcel.
- Average value of new construction for a single-family residence is \$411,106 for the period of 10/1/22-9/30/23 according to building permit activity records.
- Assumes 2.55 persons/household (5-year ACS Estimate).
- Assumes all residences will be served by newly-installed City utilities.

The existing lot subject to the annexation contains a single-family residence with shed space. The lot is approximately 1.83 acres in size and because of the shape of the lot and the topography in the area it is unlikely, however not impossible, that new residential development (subdivision) would occur in this area. The two tables are offered as a comparison of revenues that would be generated from the area based on its existing and potential levels of development. The increases in *Table 2* are attributed to staff using the 5-year ACS estimate of 2.55 persons per household within the City of Richland, rather than the existing 4 persons/household that currently reside on premise in the Tucker household.

PUBLIC ASSETS

Existing Infrastructure

Access to the existing parcel is via a private driveway which extends east from Dallas Road. An 8-inch gravity sewer main is located to the east of the proposed annexation area within the Tillamook Drive right-of-way. There is also a 1-inch domestic water service extended to the Tucker property line from Tillamook Drive. City of Richland electrical services have already been extended to the newly-built Tucker residence. Finally, Cascade Natural Gas has a stubbed 2-inch main line within the Tillamook Drive cul-de-sac easement and fiber internet is within the Dallas Road right-of-way.

Demands for New and Expanded Infrastructure

As development would occur within the area, water, sewer and electrical services would be extended to serve new development. New roadways would need to be constructed within the site and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City’s present system of development regulation and permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension and expansion of City infrastructure. It also helps ensure that new development will not occur unless appropriate infrastructure improvements are put in place.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

Service	Service Provider
Fire & Emergency Service	Benton County Fire District #4
Police Services	Benton County Sheriff’s Department
Electrical Service	City of Richland
Water Service	Private Well
Sewer Service	On-Site Septic System
Solid Waste Disposal	Basin Disposal

FUTURE DEMAND FOR SERVICES

In the unlikely event that future development of the proposed annexation area occurs, future demands would be placed on City services. Emergency fire/medical protection would be provided from South Richland Station #74. As population increases, there would be more calls for service within the area.

City utility services, including water, sewer, storm drainage, power, and garbage would see increased demand if additional development was possible. Present capacity of the City systems could accommodate increased demand as growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of the various services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. *Table 3* demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

Table 3 – Expense of Providing City Services

Service	Annual Cost of Service	Level of Service ¹	Cost of Annexation	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$189.69/person ³	5-minute emergency response time to 90% of calls	\$758.76	\$4,362.87
Police ⁴	\$302.24/person ⁴	60% committed versus 40% uncommitted time	\$1,208.96	\$6,951.52
Parks ⁵	\$117.50/person ⁵	1 neighborhood park within a 1-mile radius	\$470.00	\$2,702.50
Street ⁶ Maintenance	\$176.75/person	None established	\$707.00	\$4,065.25
Library ⁷	\$42.16/person	None established	\$168.64	\$969.68
Administrative Services ⁸	\$169.14/person	None established	\$676.56	\$3,890.22
Total			\$3,989.92	\$22,942.04

Notes for Table 3:

1. Level of Service reported from City of Richland Comprehensive Plan's Supporting Analysis.
2. Cost of Annexation – Initial Impacts are based on current estimate of 4 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 23 persons in 9 residences.
3. Represents total current expense '23 budget for fire and emergency services (\$11,487,387) divided by the current (2020 Census) population (60,560 persons).
4. Represents total current expense '23 budget for police (\$18,303,564) divided by the current (2020 Census) population (60,560 persons).
5. Represents the annual cost per resident for park & facility maintenance of all park properties as calculated by the 2023 budget.
6. Represents streets capital projects (\$10,704,180) divided by the current (2020 Census) population (60,560 persons).
7. Represents the library operating expenses per capita as calculated by the 2023 budget.
8. Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Hanford Communities (\$10,242,990) divided by the current (2020 Census) population (60,560 persons).

Service costs for *Table 3* include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is immediately adjacent to the City's existing service boundaries. As such, costs for actually providing services listed in *Table 3* could be somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for,

would slightly decrease the per capita costs reported here. Finally, *Table 4* provides some comparison of the costs and revenues associated with the proposed annexation.

Table 4 – Summary of General Fund Revenues and Expenses

<u>Revenue Source</u>	<u>Estimated Number of Households</u>	<u>Projected Revenues</u>	<u>Projected Expenses</u>	<u>Net Annual Benefit</u>
Initial Annexation	1	\$2,821.49	-\$3,989.92	-\$1,168.43
Annexation at Max. Build-Out	9	\$14,106.16	-\$22,942.04	-\$8,835.88

CONCLUSION

Staff concludes that the proposed annexation would have an overall negative fiscal impact to the City both at the time of initial annexation and if ever developed further. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating new retail development, amongst other multiplier effects. Ultimately this could increase the per capita sales tax revenue that the City receives.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The nearby street system will be forced to handle more traffic, and park and library use may increase, along with police and fire service calls. However, without annexation, the City will not receive any revenues from unincorporated developments. In total, the drain on City services is likely greater without annexation than with annexation.

Annexation also provides the City with some opportunity to shape the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City could not influence absent annexation.

Finally, annexing this one lot may not be a monetary windfall for City coffers, however, due to the Tucker's existing domestic well-water supply, annexation would provide the family with higher-quality potable water.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/5/2023

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-183, Authorizing Relinquishment of a Utility Easement at 1012 Country Court

Department/Office
Public Works

Ordinance/Resolution Number:
2023-183

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-183, authorizing relinquishment of a utility easement at 1012 Country Court as provided therein.

Summary:

The property owners at 1012 Country Court, Jesus and Silvia Zepeda, have requested relinquishment of a certain portion of an easement to enable construction of a custom home. The easement is no longer needed for municipal purposes as the utilities were installed in an alternate location and the property owner has recorded a replacement easement for the City's use.

RCW 35.94.0404 provides for the disposal of surplus property originally obtained for public utility purposes. A duly noticed public hearing is scheduled for December 5, 2023 to take public testimony regarding this surplus action. Barring new information received during the public hearing, staff recommends relinquishment of the easement as requested.

Staff recommends adoption of Resolution No. 2023-183.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-183

RESOLUTION NO. 2023-183

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT
OF A CERTAIN PORTION OF A UTILITY EASEMENT LYING
WITHIN 1012 COUNTRY COURT.**

WHEREAS, the property owners at 1012 Country Court, Jesus and Silvia Zepeda, have requested relinquishment of a certain portion of a utility easement to accommodate new construction; and

WHEREAS, the requested easement, depicted by hatching on **Exhibit A**, is no longer needed for municipal purposes as the utilities have been relocated to an alternate location; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

WHEREAS, on December 3, 2023, notice was duly published that a public hearing would be held on December 5, 2023 to take testimony regarding this surplus action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easement, originally acquired for utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A 10-foot utility easement dedicated to the City of Richland and lying within Lot 2, Block 1, Country Home Estates, Auditor's File Number 1997-006514, as depicted by hatching on **Exhibit A**.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the certain portion of the public utility easement described herein and depicted by hatching on **Exhibit A**, and to deliver the same upon payment.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of December, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

EXHIBIT A

