



Agenda
City Council Regular Meeting
Tuesday, November 20, 2018
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting Workshop - 7:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

1. Tourism Funding (15 minutes)
 - Hollie Logan, Communications & Marketing Manager
2. Discuss Meeting Agenda Items (15 minutes)
 - City Councilmembers

City Council Regular Meeting - 7:30 p.m. (City Hall Council Chamber)

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. Proclamations of Appreciation to David "Duke" Mitchell and Sriram Somasundaram for Service on the Library Board (8 minutes)
 - Heather Kintzley, City Attorney
4. CityView Video: Winter Wonderland and HAPO Festival of Lights Preview
 - Joe Schiessl, Parks and Public Facilities Director

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

5. Proposed Amendments to the 2018 Budget, Ordinance No. 66-18
 - Cathleen Koch, Administrative Services Director
6. Proposed Relinquishment of a Portion of a 27' Access and Utility Easement at Falconcrest Loop, Resolution No. 160-18
 - Pete Rogalsky, Public Works Director
7. Proposed Relinquishment of a Portion of a 10' Utility Easement at Falconcrest Loop, Resolution No. 161-18
 - Pete Rogalsky, Public Works Director
8. Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File, Resolution No. 162-18
 - Cathleen Koch, Administrative Services Director

9. Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, Resolution No. 163-18
- Cathleen Koch, Administrative Services Director

Public Comments: (Please Limit Public Comments to 2 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

Consent Calendar: (Approved by single vote or Council may pull items and transfer to Items of Business)

Minutes:

10. Approve the City Council Meeting Minutes from November 6, 2018
- Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax
- Cathleen Koch, Administrative Services Director
12. Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way
- Pete Rogalsky, Public Works Director
13. Ordinance No. 66-18, Approving Amendments to the 2018 Budget
- Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

14. Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission
- Heather Kintzley, City Attorney
15. Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)
- Kerwin Jensen, Community Development Director
16. Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment
- Heather Kintzley, City Attorney
17. Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan
- Cathleen Koch, Administrative Services Director
18. Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund
- Pete Rogalsky, Public Works Director
19. Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee
- Heather Kintzley, City Attorney

Resolutions – Adoption:

20. Resolution No. 154-18, Authorizing a Cost Share Agreement between Visit TRI-CITIES and the Cities of Kennewick and Pasco for a Regional Sports Facility Feasibility Study
 - Joe Schiessl, Parks and Public Facilities Director
21. Resolution No. 165-18, Authorizing a Purchase and Sale Agreement with Harris & Sons, Inc.
 - Kerwin Jensen, Community Development Director
22. Resolution No. 157-18, Authorizing a Purchase and Sale Agreement with Matt and Debbie Driscoll
 - Kerwin Jensen, Community Development Director
23. Resolution No. 158-18, Setting Land Prices for City-Owned Horn Rapids Properties
 - Kerwin Jensen, Community Development Director
24. Resolution No. 159-18, Amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing.
 - Jon Amundson, Assistant City Manager
25. Resolution No. 160-18, Authorizing Relinquishment of a Portion of an Access and Utility Easement at Falconcrest Loop
 - Pete Rogalsky, Public Works Director
26. Resolution No. 161-18, Authorizing Relinquishment of a Portion of a 10-foot Utility Easement at Falconcrest Loop
 - Pete Rogalsky, Public Works Director
27. Resolution No. 162-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File
 - Cathleen Koch, Administrative Services Director
28. Resolution No. 163-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs
 - Cathleen Koch, Administrative Services Director

Items for Approval:

29. Appointments to the Library Board: Phoenix Danz and Emily Booth
 - Heather Kintzley, City Attorney

Expenditures - Approval:

30. Expenditures from October 29, 2018 - November 9, 2018 for \$9,506,867.62 including Check Nos. 262093-262427, Wire Nos. 7184-7207, Payroll Check Nos. 140374-140907, and Payroll Wire/ACH Nos. 10710-10732
 - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council

3. Mayor

Adjournment

City Council Meetings are broadcast live on CityView Channel 192 and online at CI.RICHLAND.WA.US/CITYVIEWTV

Richland City Hall is ADA accessible. Council Chamber parking and access is available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the City Council Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Agenda Item

Subject:

Tourism Funding (15 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Presentations

Subject:

Proclamations of Appreciation to David "Duke" Mitchell and Sriram Somasundaram for Service on the Library Board (8 minutes)

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

1. Proclamation of Appreciation - David "Duke" Mitchell
2. Proclamation of Appreciation - Sriram Somasundaram



WHEREAS, Mr. David “Duke” Mitchell was first appointed to the Richland Library Board of Trustees on October 20, 2009, and served nearly nine (9) years until September 30, 2018; and

WHEREAS, Mr. Mitchell faithfully dedicated his time, knowledge, and talents for the benefit of the citizens of Richland; and

WHEREAS, Mr. Mitchell was appointed to the Board shortly after the remodeled library was reopened and rededicated. During his tenure, Mr. Mitchell made several significant contributions designed to identify what the Richland Public Library could and should be in the 21st century; and

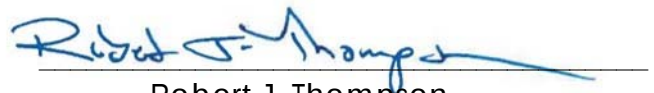
WHEREAS, while on the Board, Mr. Mitchell assisted in the strategic planning process, which included an updated library mission statement, and provided leadership on the Library’s role in the community by serving as the Library Board Chair; and

WHEREAS, Mr. Mitchell facilitated library connections with community partners through his service as President of the Columbia Basin College Board of Trustees, and by regularly attending Richland School District board meetings to identify and discuss shared goals and objectives; and

WHEREAS, Mr. Mitchell participated in the creative process used to define the potential of the Library’s STEAMspace, which expanded the definition of “library” while maintaining a commitment to the Richland Public Library’s core principles.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to David “Duke” Mitchell the City’s appreciation for the services Mr. Mitchell rendered during his tenure as a member of the Richland Library Board.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 20th day of November, 2018.


Robert J. Thompson
Mayor of Richland



WHEREAS, Mr. Sriram Somasundaram was first appointed to the Richland Library Board of Trustees on September 20, 2011, and served nearly seven (7) years until September 11, 2018; and

WHEREAS, Mr. Somasundaram faithfully dedicated his time, knowledge, and talents for the benefit of the citizens of Richland; and

WHEREAS, during his tenure on the Library Board, Mr. Somasundaram made significant contributions by representing the Richland Public Library Board at business meetings, identifying volunteers from Pacific Northwest National Laboratory for STEM programs, assisting in extending summer business hours, and advocating for an increase in the Library's materials budget.

NOW, THEREFORE, I, Robert J. Thompson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Sriram Somasundaram the City's appreciation for the services Mr. Somasundaram rendered during his tenure as a member of the Richland Library Board.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 20th day of November, 2018.

A handwritten signature in blue ink, reading 'Robert J. Thompson', is written over a horizontal line.

Robert J. Thompson
Mayor of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Presentations

Subject:

CityView Video: Winter Wonderland and HAPO Festival of Lights Preview

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Preview of HAPO Winter Wonderland and HAPO Festival of Lights Activities

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proposed Amendments to the 2018 Budget, Ordinance No. 66-18

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Public hearing only, item is also included on tonight's agenda as first reading of Ordinance No. 66-18.

Summary:

A public hearing is necessary for Ordinance No. 66-18, amending the 2018 Budget.

The public hearing notice was posted on November 18, 2018. First reading of the ordinance amending the 2018 Budget will occur on November 20, 2018, with the second reading and passage currently scheduled for the December 4, 2018, Council meeting.

Fiscal Impact:

Yes

The total proposed increase in appropriations to the 2018 operating budget is \$17,014,040.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Proposed Relinquishment of a Portion of a 27' Access and Utility Easement at Falconcrest Loop, Resolution No. 160-18

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of a portion of a 27 foot access and utility easement at Falconcrest Loop.

For more details, please refer to the staff report for Resolution No. 160-18.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Proposed Relinquishment of a Portion of a 10' Utility Easement at Falconcrest Loop, Resolution No. 161-18

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing to receive public comment on the proposed relinquishment of a portion of a 10 foot utility easement at Falconcrest Loop.

For more details, please refer to the staff report for Resolution No. 161-18.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Public Hearing

Key 1 - Financial Stability & Operational Effectiveness

Subject:

Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File, Resolution No. 162-18

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Resolution

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the 2018-2021 Collective Bargaining Agreement with International Association of Firefighters Union (IAFF), Local No. 1052 Rank and File. Resolution No. 162-18 is being presented this evening for Council consideration and approval.

Fiscal Impact:

No.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Public Hearing

Key 1 - Financial Stability & Operational Effectiveness

Subject:

Proposed 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, Resolution No. 163-18

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Resolution

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the 2018-2021 Collective Bargaining Agreement with International Association of Firefighters Union (IAFF-BC), Local No. 1052, Battalion Chiefs. Resolution No. 163-18 is being presented this evening for Council consideration and approval.

Fiscal Impact:

No.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approve the City Council Meeting Minutes from November 6, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the City Council Meeting Minutes from November 6, 2018

Summary:

None.

Fiscal Impact:

None.

Attachments:

I. November 6, 2018, Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, November 6, 2018

City Council Pre-Meeting Workshop - 6:45 p.m.

Mayor Thompson called the pre-meeting workshop to order at 6:45 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Alvarez, Lemley, Lukson and Anderson were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Hopkins.

Agenda Item

1. Property Management (30 minutes)

Mr. Schiessl gave an update on the TRIDEC meeting he attended regarding the river shore reconveyance. The cities concurred not to take control of the levies and pumps for flood control due to the initial cost and on-going operations. Mr. Schiessl distributed handouts detailing the river shorelines areas the City may consider for reconveyance.

2. All Hazard Mitigation Plan Introduction (10 minutes)

Fire Chief Huntington explained the wildfire protection plan and the all hazard mitigation plan and said he will provide more information on the topics to Council by the end of the year.

Ms. Reents discussed the Legalize Richland initiative petition submitted to the City this afternoon and explained the next steps in the petition process.

3. Discuss Meeting Agenda Items (5 minutes)

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

City Council Regular Meeting - 7:30 p.m.

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their

attendance.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Alvarez, Lemley, Lukson and Anderson were present.

COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBER KENT. THE MOTION CARRIED 6-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Director Rogalsky, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor and City Clerk Hopkins.

Pledge of Allegiance

Mayor Thompson invited Cub Scout Pack No. 1, the first all-girl pack in the area, to lead the Pledge of Allegiance.

Approval of Agenda

MAYOR PRO TEM CHIRSTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE CARRIED 6-0.

Presentations

4. Proclamation of Appreciation to Alan Haggerty for Service on the Board of Adjustment (5 minutes)

Mayor Thompson read the Proclamation of Appreciation and presented it to Alan Haggerty. Mr. Haggerty expressed his appreciation for serving on the Board of Adjustment and encouraged citizens to volunteer.

5. Extra Mile Proclamation (5 minutes)

Mayor Thompson read the Extra Mile Proclamation and said it will be mailed to the organization.

6. Update on The REACH (5 minutes)

Ms. Sharpe gave an update on The REACH which included: creating a brand to associate with The REACH; currently having a full Board; and working on a strategic plan. She also gave details on plans for fundraisers, education programs, sponsorships, renewing partnerships and broadening The REACH's foundation board.

Councilmember Lukson said he brought his family to the Screech at The REACH event and said it was an excellent event and it was very well attended.

7. New Hire/Retirements (5 minutes)

Ms. Jubb introduced the new hires Aaron Sheppard, Police Officer; Martha Einan, Library Assistant II; Justus Salcedo-Scott; Parks and Recreation Aide; and Lori Thrun, Fire Logistics Technician.

Public Hearing

City Clerk Hopkins read the Public Hearing and Public Comments procedures.

8. Proposed 2019 Budget and 2019-2024 Capital Improvement Plan - Ordinance No. 60-18

Mr. Allen said Council received the City Manager's Proposed 2019 Budget and the 2019-2024 Preliminary Capital Improvement Plan on October 1, 2018. The City Manager also presented the 2019 Budget message at the October 2, 2018 City Council meeting, which was followed by a public hearing on revenue sources. RCW 35.33 requires the City to hold budget hearings prior to adoption of the 2019 Budget ordinance. Hearings were held on October 16th and October 18th. An additional hearing will be held at the City Council meeting on November 6th. The first reading of the budget ordinance is scheduled to occur at the November 6, 2018, City Council meeting with the second reading and passage scheduled for the City Council meeting on November 20, 2018. Mr. Allen gave a presentation on the City's revenues and expenditures.

Mayor Thompson opened the public hearing at 7:59 p.m. and closed the hearing at 8:00 p.m. as there were no comments.

Public Comments

Andrue Ott, 110 Davenport Street, Richland, WA, asked if the Council had any questions on the Legalize Richland initiative petition that was submitted to the City Clerk's Office at noon today. The Council did not have any questions.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THE CARRIED MOTION 6-0.

Minutes

9. Approve the October 16 and 23, 2018 Council Meeting Minutes

Ordinances - First Reading

10. Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)

11. Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code

related to the Planning Commission

12. Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment
13. Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan
14. Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund
15. Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee

Ordinances - Second Reading/Passage

16. Ordinance No. 51-18, Approving the Annexation and Zoning of 67 Acres known as the Lorayne J Subdivision
17. Ordinance No. 52-18, Approving 2019 Ad Valorem Tax and Property Tax Levies
18. Ordinance No. 53-18, Approving the 2019 Ad Valorem Tax to Preserve Un-Levied Capacity
19. Ordinance No. 55-18, Authorizing Vacation of a Portion of Right-of-Way at Shockley Road

Resolutions – Adoption

20. Resolution No. 140-18, Authorizing a Purchase and Sale Agreement with Amil and Mejrema Cordic
21. Resolution No. 149-18, Authorizing a Special Transportation Planning Study Agreement with the Washington State Department of Transportation for a Regional North-South Travel Capacity Study
22. Resolution No. 164-18, Authorizing an Interlocal Agreement with the City of West Richland and Benton County for a Regional North-South Travel Capacity Study
23. Resolution No. 151-18, Authorizing an Agreement with the Richland School District for School Resource Officers
24. Resolution No. 152-18, Authorizing an Aquatic Lands Outfall Easement with the Washington State Department of Natural Resources
25. Resolution No. 153-18, Authorizing a First Amendment to the Horn Rapids Landfill

Gas-to-Fuel Project Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc.

26. Resolution No. 155-18, Authorizing a Bulk Printing and Mailing Services Agreement with InfoSend, Inc.

27. Resolution No. 156-18, Approving the Final Plat of Westcliffe Heights Phase 1A

Items for Approval

28. Appointment to the Board of Adjustment: Sheri Richards

29. Appointment to the Personnel Committee: Barbara Newell

30. Proclamation of Appreciation: Jeff Marzyck

Expenditures - Approval

31. Expenditures from October 8, 2018 - October 26, 2018 for \$12,088,129.24 including Check Nos. 362334-362987, Wire Nos. 7149-7183, Payroll Check Nos. 139822-140373, and Payroll Wire/ACH Nos. 10692-10709

Items of Business

Reports and Comments

City Manager

Ms. Reents said the annual United Way Chili Cook-Off was a great morale booster for staff and thanked the organizers for the successful event. She also said she won the Chili Cook-Off this year and noted the winner's name is added to the memorial fire hydrant each year.

City Council

Councilmember Alvarez noted Veteran's Day is on Monday, November 12, and thanked members of the military and veterans for their service. He also shared some of the Veteran's Day celebrations occurring in the area.

Mr. Amundson recognized that Mayor Pro Tem Christensen's birthday was today.

Adjournment

Mayor Thompson adjourned the meeting at 8:07 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 64-18, Amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax

Department:

Administrative Services

Ordinance/Resolution Number:

64-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 64-18, amending Section 3.24.900 of the Richland Municipal Code related to Criminal Justice Sales Tax.

Summary:

RMC Chapter 3.24 is reviewed annually to ensure all active City funds are included in the municipal code. The review provides an opportunity to eliminate closed funds, confirm fund titles with correct descriptions and ensure new funds are added. The City follows the Budgeting Accounting Reporting System (BARS) Manual which states, " fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities and balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions and limitations."

Ordinance 64-18 will amend the fund title of the current Criminal Justice Sales Tax, RMC 3.24.900, and rename it to the Public Safety Sales Tax, to closer reflect the ballot measure.

Staff recommends approval of Ordinance No. 64-18 for first reading, by title only.

Fiscal Impact:

No

Attachments:

- I. Ordinance No. 64-18

ORDINANCE NO. 64-18

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 3.24.900 related to Criminal Justice Sales Tax.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to eliminate or clarify ambiguity; and

WHEREAS, the current Criminal Justice Sales Tax fund title and description contained in RMC Chapter 3.24 should be renamed the Public Safety Sales Tax fund.

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

Section 1. Section 3.24.900 of the Richland Municipal Code, as enacted by Ordinance No. 6, and last amended by Ordinance No. 53-17, is hereby amended to read as follows:

3.24.900 ~~Criminal justice~~ Public safety sales tax fund – Created.

There is hereby created a special accounting fund to be known as the ~~criminal justice~~ public safety sales tax fund into which there shall be placed all monies received from the state of Washington for a special ~~criminal justice~~ public safety sales tax of three-tenths of one percent effective January 1, 2015. The tax was approved by Benton County voters in August of 2014 and will sunset after 10 years. Monies are intended to be used for funding activities relating to the enforcement and administration of the criminal law.

Section 2. 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 _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - First Reading

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 65-18, Ordering Dedication of the Falconcrest Loop Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
65-18

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 65-18, dedicating the Falconcrest Loop right-of-way.

Summary:

Bauder Homes, LLC has initiated development of residential lots to the west of the Falconcrest subdivision. The project began with Short Plant No. 3533, which created four (4) single-family residential lots west of Morency Drive, and included two separate access and utility easements as the method of providing access to the lots rather than a public street right-of-way.

Bauder Homes, LLC has since determined to change its development approach, and has requested that the access and utility easements be relinquished in favor of a new public right-of-way in a different location. Resolutions relinquishing the previously established easements are on tonight's Council agenda. This proposed dedication will replace the easements needed by the City with a public street right-of-way.

Bauder Homes, LLC deeded property to the City of Richland for a public street right-of-way for Falconcrest Loop under Benton County Auditor's File No. 2018-026854. Since the City now owns the property needed for the public right-of-way, the only remaining action required is to dedicate it for that purpose.

The Richland Municipal Code provides for dedication of public street right-of-way by approval of a final plat or by ordinance. As the Bauder Homes, LLC project will not result in a final plat, the Falconcrest Loop right-of-way must be dedicated by ordinance. Ordinance No. 65-18 is proposed for this purpose. The public street and utility improvements for Falconcrest Loop have been permitted by the City, with construction expected to be complete by the end of the year.

Staff recommends approval of Ordinance No. 65-18 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 65-18

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 65-18

AN ORDINANCE of the City of Richland establishing and dedicating the right-of-way for Falconcrest Loop as fully described in this ordinance.

WHEREAS, Bauder Homes, LLC has initiated development of residential lots to the west of the Falconcrest subdivision; and

WHEREAS, Bauder Homes, LLC's project began with Short Plat No. 3553, which created four (4) single-family residential lots west of Morency Drive; and

WHEREAS, Short Plat No. 3553 included an access and utility easement as the method of providing access to the lots rather than a public street right-of-way; and

WHEREAS, Bauder Homes, LLC has since determined to change its development approach, and has requested that the access and utility easement be relinquished in favor of a new public right-of-way in a different location; and

WHEREAS, Bauder Homes, LLC deeded property to the City of Richland for a public street right-of-way for Falconcrest Loop under Benton County Auditor's File No. 2018-026854; and

WHEREAS, the Richland Municipal Code provides for dedication of public street rights-of-way by approval of a final plat or by ordinance; and

WHEREAS, as no final plat will occur with the Bauder Homes, LLC project, the Falconcrest Loop right-of-way must be dedicated by ordinance; and

WHEREAS, the public street and utility improvements for Falconcrest Loop have been permitted by the Public Works Department, with construction expected to be completed by the end of the year; and

WHEREAS, dedication of the public street right-of-way is appropriate to advance development in accordance with City development standards.

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

Section 1. The portion of road right-of-way legally described on **Exhibit A**, attached hereto, and depicted as Falconcrest Loop on **Exhibit B**, attached hereto, is hereby ordered to be dedicated as a City street named Falconcrest Loop.

Section 2. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

Section 3. 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 _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENT DEDICATION**

A STRIP OF LAND LYING WITHIN LOTS 1, 2, 3, AND 4, SHORT PLAT 3553, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3553, RECORDS OF BENTON COUNTY, WASHINGTON, AND LYING WITHIN PARCEL 2, RECORD SURVEY 4946, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 4946, RECORDS OF BENTON COUNTY, WASHINGTON SITUATE IN SECTION 35, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN:

PUBLIC ROAD RIGHT-OF-WAY:

A STRIP OF LAND 54.00 FEET IN WIDTH, WITH 27.00 FEET OF SAID WIDTH LYING ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 1 OF SAID SHORT PLAT 3553; THENCE SOUTH 52°18'13" WEST 1.51 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 63°07'25" WEST 50.42 FEET); THENCE NORTHWESTERLY 50.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°12'18"; THENCE NORTH 77°43'35" WEST 190.56 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY 52.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°57'40"; THENCE SOUTH 87°18'45" WEST 91.18 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 200.00 FEET; THENCE NORTHWESTERLY 57.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°21'19"; THENCE NORTH 76°19'56" WEST 64.89 FEET TO THE TERMINUS OF SAID CENTERLINE.

TOGETHER WITH THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 1; THENCE SOUTH 52°18'13" WEST 29.19 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 52°18'13" WEST 44.63 FEET ALONG SAID RIGHT OF WAY MARGIN AND THE PROJECTION THEREOF TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS NORTH 12°42'41" WEST 45.32 FEET); THENCE NORTHWESTERLY 56.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 130°01'48" TO A POINT LYING 27.00 FEET SOUTHERLY OF THE ABOVE DESCRIBED CENTERLINE, SAID POINT BEING A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 73.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 65°09'55" EAST 31.75 FEET); THENCE SOUTHEASTERLY 32.01 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH AND 27.00 FEET SOUTHERLY OF THE ABOVE DESCRIBED CENTERLINE, THROUGH A CENTRAL ANGLE OF 25°07'19" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID LOT 1 DESCRIBED AS FOLLOWS:

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DPB 8-16-18 + 9-4-18

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 1; THENCE NORTH 52°18'13" EAST 25.88 FEET ALONG THE NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE TO A POINT LYING 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 52°18'13" EAST 17.44 FEET ALONG SAID RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 82.00 FEET; THENCE NORTHEASTERLY 3.60 FEET ALONG SAID CURVE AND ALONG SAID RIGHT OF WAY MARGIN THROUGH A CENTRAL ANGLE OF 2°30'53" TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 25.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 87°39'55" WEST 30.70 FEET); THENCE SOUTHWESTERLY 33.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°45'11" TO A POINT LYING 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE, SAID POINT BEING A POINT OF CUSP WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 127.00 FEET (THE LONG CHORD OF SAID CURVE BEARS SOUTH 50°19'45" EAST 18.29 FEET); THENCE SOUTHEASTERLY 18.30 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH AND 27.00 FEET NORTHEASTERLY OF THE ABOVE DESCRIBED CENTERLINE, THROUGH A CENTRAL ANGLE OF 8°15'28" TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A UTILITY EASEMENT BEING A 10.00 FEET WIDE STRIP OF LAND, THE NORTHERLY LINE OF WHICH IS COLINEAR WITH THE SOUTHERLY MARGIN OF THE ABOVE DESCRIBED PUBLIC ROAD RIGHT-OF-WAY.

TOGETHER WITH A UTILITY EASEMENT BEING A 10.00 FEET WIDE STRIP OF LAND, THE SOUTHERLY LINE OF WHICH IS COLINEAR WITH THE NORTHERLY MARGIN OF THE ABOVE DESCRIBED PUBLIC ROAD RIGHT-OF-WAY.

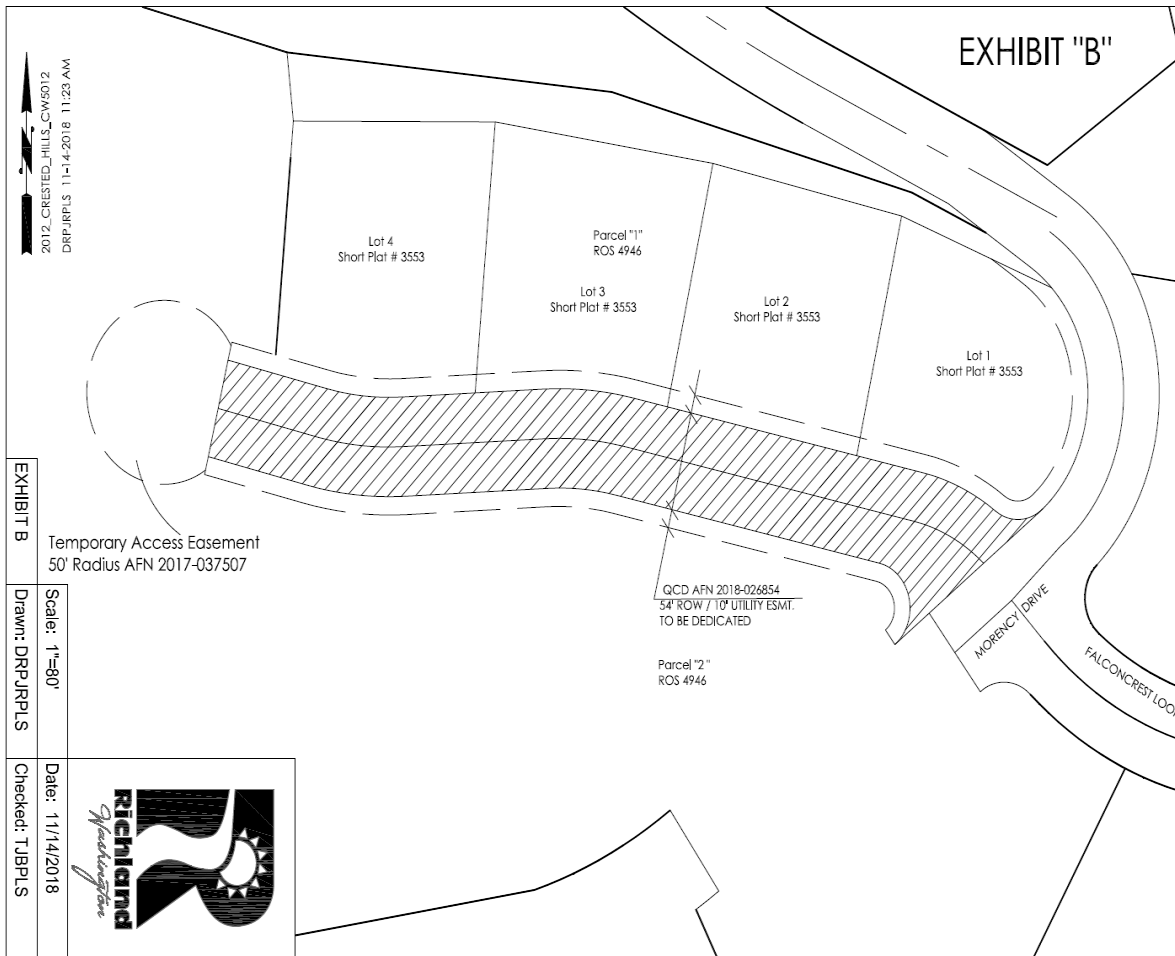
THE SIDELINES OF SAID PUBLIC ROAD RIGHT OF WAY STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE SAID NORTHWESTERLY RIGHT OF WAY MARGIN OF MORENCY DRIVE.

THE SIDELINES OF SAID UTILITY EASEMENTS TO TERMINATE AT RIGHT ANGLES OR RADIAL WITH THE TERMINUS OF SAID PUBLIC ROAD RIGHT OF WAY SIDELINES.



9-4-18

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DPB 8-16-18 + 9-4-18





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 66-18, Approving Amendments to the 2018 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

66-18

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 66-18, amending the 2018 Budget.

Summary:

The proposed Ordinance No. 66-18 will amend the 2018 budget appropriations. Additional appropriations in the amount of \$17,014,040 are identified in the attached worksheet. The increases are primarily the result of new grant awards, overtime associated with fire services, fleet repairs and purchases, increased bond revenue, increases in health benefit claims, and other expenditures not originally addressed in the 2018 operating budget.

New revenues support \$16,317,808 of the increase. The remaining \$696,232 is funded by use of existing fund balances. The attached document lists the increase in appropriations for each fund, with a brief description of the nature of the increase.

A public hearing was held on November 20, 2018 to provide public comments on the proposed ordinance. Second reading and passage is scheduled for December 4, 2018.

Staff recommends approval of Ordinance No. 66-18 for first reading, by title only.

Fiscal Impact:

Yes The total increase in appropriations to the 2018 operating budget is \$17,014,040.

Attachments:

1. Ordinance No. 66-18
2. 2018 Appropriation Changes

ORDINANCE NO. 66-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's General, Industrial Development, Hotel/Motel, Special Lodging Assessment, Community Dev Block Grant, HOME, Special Assessment Debt Service, Streets Capital Construction, Electric Utility, Solid Waste Utility, Stormwater Utility, Medical Services, Broadband, Equipment Maintenance, Public Works Admin & Engineer, Workers Compensation, Health Care/Benefits Plan and Fireman's Pension Funds and in certain of these funds, declaring that a public emergency exists.

WHEREAS, on November 21, 2017, Richland City Council approved Ordinance No. 49-17 adopting the 2018 Annual Budget; and

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2018 budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, certain additional expenditures that do not have a specific new revenue source have been identified as necessary or desirable in the current year; and

WHEREAS, no funds were appropriated for these expenditures; and

WHEREAS, sufficient unappropriated balances are available in the funds referred to in Section 2 herein to support the required budget adjustment; and

WHEREAS, pursuant to RCW 35.33.091, a duly advertised public hearing was held on November 20, 2018 regarding the increase in appropriations from existing fund balance.

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

Section 1. Facts Constituting Emergency. The items contained within this ordinance were not anticipated when the 2018 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, Richland City Council declares that a public emergency exists in the City General, Industrial Development, Hotel/Motel, Special Lodging Assessment, Community Dev Block Grant, HOME, Special Assessment Debt Service, Streets Capital Construction, Electric Utility, Solid Waste Utility, Stormwater Utility, Medical Services, Broadband, Equipment Maintenance, Public Works Admin & Engineer, Workers Compensation, Health Care/Benefits Plan and Fireman's Pension Funds.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide for additional appropriations in the following funds, and from the following sources, as indicated.

2018 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 64,307,276	\$ 358,619	\$ 64,665,895	\$ 56,350	\$ 302,269
112	INDUSTRIAL DEVELOPMENT FUND	4,126,975	106,048	4,233,023	106,048	-
150	HOTEL/MOTEL FUND	1,510,287	205,000	1,715,287	-	205,000
151	SPECIAL LODGING ASSESSMENT FUND	525,500	45,000	570,500	-	45,000
153	COMMUNITY DEV BLOCK GRANT FUND	779,568	50,000	829,568	-	50,000
154	HOME FUND	1,690,489	114,750	1,805,239	-	114,750
226	SPECIAL ASSESSMENT DEBT SERVICE FUN	1,105	170,000	171,105	170,000	-
301	STREETS CAPITAL CONSTRUCTION FUND	32,027,047	163,200	32,190,247	-	163,200
401	ELECTRIC UTILITY FUND	89,875,760	14,622,471	104,498,231	-	14,622,471
404	SOLID WASTE UTILITY FUND	10,701,175	241,997	10,943,172	-	241,997
405	STORMWATER UTILITY FUND	3,697,683	27,332	3,725,015	27,332	-
407	MEDICAL SERVICES FUND	4,433,778	56,359	4,490,137	43,359	13,000
408	BROADBAND FUND	891,163	(5,893)	885,270	7,607	(13,500)
502	EQUIPMENT MAINTENANCE FUND	3,897,637	23,000	3,920,637	-	23,000
505	PUBLIC WORKS ADMIN & ENGINEER FUNI	4,115,150	11,901	4,127,051	-	11,901
506	WORKERS COMPENSATION FUND	1,224,305	250,000	1,474,305	250,000	-
520	HEALTH CARE/BENEFITS PLAN FUND	1,610,994	538,720	2,149,714	-	538,720
611	FIREMAN'S PENSION FUND	409,425	35,536	444,961	35,536	-
TOTAL		\$ 225,825,317	\$ 17,014,040	\$ 242,839,357	\$ 696,232	\$ 16,317,808

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 _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: _____

2018 BUDGET AMENDMENTS

Fund Title	Revenue Acct#	Expense Acct#	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
						Fund Balance	New Revenue
GENERAL FUND 001			\$ 64,307,276				
Overtime - Fire Suppression	001-000-0010-369954-0000	001-120-0031-522200-1201		288,015			
Overtime - Fire Staff Training	001-000-0010-369954-0000	001-120-0031-522400-1201		13,702			
FCIS rate study - ASD		001-210-0034-514140-4117		15,535			
Fleet M&O - Finance		001-211-0019-519710-9848		974			
Copier Lease - Purchasing	001-000-0010-369900-0000	001-212-0014-514250-4504		6,966			
Copier Lease - Purchasing	001-000-0010-369900-0000	001-212-0014-519700-4504		453			
Fleet M&O - transfer generators to Broadband Fund		001-213-0019-518885-9848		(5,000)			
Labor Relations Services - HR		001-220-0014-516200-4111		18,892			
Project Coordination - Redevelopment		001-302-0071-559210-1101		30,873			
Project Coordination - Redevelopment		001-302-0072-559210-2109		19,371			
Fleet M&O - Parks & Recreation	001-000-0060-367113-0000	001-331-0069-574200-9848		5,000			
Fleet M&O - Parks Maintenance		001-335-0069-576100-9848		50,338			
Fleet M&O - Parks Project Admin		001-338-0069-574110-9848		3,500			
Business Area Develop - Approved Projects	001-900-0009-599900-9999	001-900-0074-559310-4925		(90,000)			
				358,619	\$ 64,665,895	56,350	302,269
INDUSTRIAL DEVELOPMENT FUND 112			\$ 4,126,975				
Expert Services	112-000-000-308000-0000	112-306-0074-559300-4117		96,348			
Trans Out - Street Construct		112-305-0075-597000-5502		13,500			
Trans Out - Broadband Fund		112-305-0075-597000-5543		(13,500)			
Trans Out - Street Construct		112-305-0075-597000-5502		9,700			
				106,048	\$ 4,233,023	106,048	
HOTEL/MOTEL FUND 150			\$ 1,510,287				
Other Misc Expenses	150-000-0000-313300-0000			205,000			
	150-000-0000-313310-0000	150-307-0064-573100-4990		205,000	\$ 1,715,287		205,000
	150-000-0000-361100-0000						
SPECIAL LODGING ASSESSMENT FUND 151			\$ 525,500				
Expert Services	151-000-0000-308000-0000	151-339-0004-573100-4117		45,000			
				45,000	\$ 570,500		45,000
COMMUNITY DEV BLOCK GRANT FUND 153			\$ 779,568				
Operating Supplies	153-000-0070-345910-0000	153-308-0073-559100-3102		200			
Telephone		153-308-0074-559100-4201		25			
Advertising		153-308-0074-559100-4401		1,500			
Dues & Subscriptions		153-308-0074-559100-4902		260			
Printing Services		153-308-0074-559100-4903		175			
Salaries & Wages - PI		153-308-0071-559110-1101		14,332			
Salaries & Wages - Proj Delivery		153-308-0071-559330-1101		7,000			
Program Income - O/O Rehab		153-308-0074-559320-4945		26,508			
				50,000	\$ 829,568		50,000
HOME FUND 154			\$ 1,690,489				
Richland Prog Income Admin	154-000-0070-331373-0000	154-309-0075-558101-5201		4,190			
Pasco Prog Income Admin	154-000-0070-345911-0000	154-309-0075-558101-5202		11,500			
Kennewick Prog Income Admin	154-000-0070-345912-0000	154-309-0075-558101-5203		15,000			
CHDO-Richland		154-309-0074-559321-4982		(70,250)			
Prog Income-Richland		154-309-0074-559320-4985		(4,190)			
Prog Income-Kennewick		154-309-0074-559320-4986		110,000			
Prog Income-Pasco		154-309-0074-559320-4987		48,500			
				114,750	\$ 1,805,239		114,750
SPECIAL ASSESSMENT DEBT SERVICE FUND 226			\$ 1,105				
Transfer Out - Guaranty Fund	226-000-0000-308000-0000			170,000			
	226-908-0009-599900-9999	226-908-0005-597000-5529		170,000	\$ 171,105	170,000	
STREETS CAPITAL CONSTRUCTION FUND 301			\$ 32,027,047				
Traffic Impact Fees	301-000-0000-344911-0000	301-402-0046-595300-6318		140,000			
Roadway - RAISE Area Infrastructure	301-000-0000-397112-0000	301-402-0046-595300-6397		23,200			
				163,200	\$ 32,190,247		163,200
ELECTRIC UTILITY FUND 401			\$ 89,875,760				
Revenue Bond Principal	401-000-0000-391200-0000	401-501-0007-534101-7201		14,190,000			
Cost of Bond Issuance		401-501-0008-534101-8402		432,471			
				14,622,471	\$ 104,498,231		14,622,471
SOLID WASTE UTILITY FUND 404			\$ 10,701,175				
Recycling Processing Fees	404-000-0000-343731-0000	404-432-0004-537810-4144		125,000			
Outside Services Provided		404-432-0004-537810-4911		41,600			
Machinery & Equip >\$5000		404-432-0006-537810-6414		(41,600)			
Operating Supplies		404-433-0003-537820-3102		20,000			
Fleet M&O		404-432-0009-537810-9848		96,997			
				241,997	\$ 10,943,172		241,997
STORMWATER UTILITY FUND 405			\$ 3,697,683				
Revenue Bond Interest	405-000-0000-309000-0000	405-441-0008-538300-8305		27,332			
				27,332	\$ 3,725,015	27,332	
MEDICAL SERVICES FUND 407			\$ 4,433,778				
Other Professional Services	407-000-0000-337000-0000			56,359			
	407-000-0000-369910-0000	407-121-0004-526200-4107		56,359	\$ 4,490,137	43,359	13,000
	407-000-0000-309000-0000						

Fund Title	Revenue Acct#	Expense Acct#	Current Appropriations	Change In Appropriations	Amended Appropriations	Fund Balance	New Revenue
BROADBAND FUND 408			\$ 891,163				
Software Licensing & Upgrades	408-000-0000-309000-0000	408-460-0003-538920-3583		2,607			
RAISE Area Infrastructure	408-000-0000-397112-0000	408-460-0006-538920-6397		(13,500)			
Fleet M&O - generators transferred from IT		408-460-0009-538920-9848		5,000			
				(5,893)	\$ 885,270	7,607	(13,500)
EQUIPMENT MAINTENANCE FUND 502			\$ 3,897,637				
Fleet M&O	502-000-0000-348301-0000	502-214-0009-548680-9848		23,000			
				23,000	\$ 3,920,637		23,000
PUBLIC WORKS ADMIN & ENGINEER FUND 505			\$ 4,115,150				
Fleet M&O	505-000-0000-343200-0000	505-450-0009-538910-9848		11,901			
				11,901	\$ 4,127,051		11,901
WORKERS COMPENSATION FUND 506			\$ 1,224,305				
Disability Benefits-Term Emees	506-221-0009-599900-9999	506-221-0002-517610-2413		250,000			
				250,000	\$ 1,474,305	250,000	
HEALTHCARE/BENEFITS PLAN FUND 520			\$ 1,610,994				
Emee Ins Admin - ASO Fee	520-000-0000-369710-0000			165,000			
Emee Ins Claims - Health	520-000-0000-369711-0000	520-222-0002-517310-2306		307,500			
Expert Services	520-000-0000-369716-0000	520-222-0002-517370-2301		66,220			
	520-000-0000-369900-0000	520-222-0004-517310-4117		538,720	\$ 2,149,714		538,720
	520-000-0000-389006-0000						
FIREMAN'S PENSION FUND 611			\$ 409,425				
Medical Services - Pension	611-000-0000-308000-0000	611-216-0002-517281-2402		35,536			
				35,536	\$ 444,961	35,536	
TOTAL			\$ 225,825,317	\$ 17,014,040	\$ 242,839,357	\$ 696,232	\$ 16,317,808



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 54-18, Amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission

Department:
City Attorney

Ordinance/Resolution Number:
54-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 54-18, amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 54-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.16 RMC concerning the Planning Commission. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC. These edits have been reviewed by the Planning Commission, who expressed agreement with the changes and an understanding of the City's current and future use of the Hearing Examiner.

Proposed Ordinance No. 54-18 also assigns to the Planning Commission the responsibility previously assigned to the Environmental Review Committee related to the use of best available science in sensitive area ordinances.

Staff recommends approval of Ordinance No. 54-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 54-18

ORDINANCE NO. 54-18

AN ORDINANCE of the City of Richland amending Chapter 2.16 of the Richland Municipal Code related to the Planning Commission.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.16, entitled Planning Commission, as first enacted by Ordinance No. 23, and last amended by Ordinance No. 14-15, is hereby amended as follows:

Chapter 2.16 PLANNING COMMISSION

Sections:

2.15.005 Purpose.

2.16.010 Planning commission created – Membership.

~~**2.16.020 Removal – Vacancies.**~~

~~**2.16.030 Meetings, officers, records, and quorum.**~~

~~**2.16.040 Expenditures – Budget.**~~

2.16.050 Duties.

~~**2.16.060 Reports.**~~

2.16.070 Severability.

2.16.005 Purpose.

The purpose and intent of this chapter is to establish a planning commission pursuant to state law to advise the City Council on the long range growth and development of Richland, including changes to the City's land use regulations. The Richland Planning Commission conducts public hearings and other forums throughout the year to seek public input on items under consideration.

2.16.010 Planning commission created – Membership.

There is created a planning commission (hereinafter referred to as the “commission”) composed of seven members appointed by the city council. Members shall ~~serve~~ ~~be appointed for a term of~~ staggered six years terms and until their successors are appointed and confirmed. ~~Members shall be selected without regard to political affiliation and shall serve without compensation. The terms of the three representatives from other city committees will be terminated at the end of 2005. Three new planning commission members will be appointed to the commission by January 2006. The three members shall have initial staggered terms of two, four and six years respectively based upon their time of appointment. Thereafter, all planning commission members shall be appointed for a term of six years. Selection of members shall follow established procedures as set forth in RMC 2.04.120. Each appointee shall commit to attending meetings and workshops and to do the necessary preparation for such position.~~ General requirements of participation on the planning commission include:

- A. General knowledge of the council's community priorities;
- B. A strong desire to be involved with land use development on behalf of the city of Richland;
- C. The following backgrounds are desirable: urban planning, architecture, transportation, civil engineering, geology, or economic development;
- D. Participation in community activities and time availability will also be considered.

2.16.020 Removal – Vacancies.

~~Vacancies occurring as a result of expiration of term, resignation or otherwise shall be filled in the manner used for regular appointments to the commission. The commission may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as inefficiency, neglect of duty or malfeasance in office. The council, by majority vote, may remove any appointed member of the commission and declare the position vacant. Workshops shall be excluded from the definition of “meetings” for purposes of this section.~~

2.16.030 Meetings, officers, records, and quorum.

~~The commission at its first regular meeting of February of each year shall elect a chairperson and vice chairperson and create and fill such other offices as it may determine it requires.~~ The commission shall hold at least one regular meeting in each month of the year, unless cancelled by the chairperson as a result of having no business to conduct or for other good cause. ~~The commission shall adopt rules for transaction of~~

~~business, and shall keep a record of meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~ Each new commissioner will be required to participate in city-provided training for planning commissioners within the first six months of ~~their~~ appointment. Some travel for such training may be required. Quorum shall be determined by RMC 2.04.110(M), except to the extent that RMC 23.70.210 controls.

~~Four members of the commission shall constitute a quorum for the transaction of business. In the event of a vacancy (or vacancies), a quorum shall be not less than three members, except as provided in RMC 23.70.210.~~

~~2.16.040 Expenditures – Budget.~~

~~The expenditures of the commission, exclusive of gifts, shall be limited to appropriations made to the city planning office by the city council for the planning function of the city. The services and facilities of the city planning office shall be utilized by the commission in performing its duties, except that services of outside consultants may be obtained for a temporary period of time when authorized by the city council. All programs requiring appropriations shall be submitted through the city planning office budget.~~

2.16.050 Duties.

The commission shall perform the following duties:

- A. Serve as an advisor to the city council in order to promote the orderly physical development and growth of the city;
- B. Prepare a comprehensive plan for the orderly physical and social development of the city. The physical dimension of the comprehensive plan, for which the planning commission is responsible, shall include among its purposes and be designed to:
 1. Encourage the most appropriate use of land throughout the municipality;
 2. Lessen traffic congestion and accidents;
 3. Secure safety from fire;
 4. Provide adequate light and air;
 5. Prevent overcrowding of land;
 6. Avoid undue concentration of population;
 7. Provide for the preservation of clean air, clean water and the natural, scenic, historic and aesthetic qualities of the environment;
 8. Promote a coordinated development of undeveloped area;

9. Encourage the formation of neighborhood and community units;
10. Secure an appropriate allotment of land area in new developments for all requirements of community life;
11. Conserve and restore natural beauty and other natural resources;
12. Analyze flood protection;
13. Address the identification and preservation of historical buildings and places and archaeologically significant areas; and
14. Consider garbage, sewage treatment and solid waste disposal.

The comprehensive plan shall become the official plan of the city when approved by the city council and filed with the county auditor. The comprehensive plan shall be reviewed on an annual basis by the planning commission to consider updates and changes, and provide those recommendations to the city council. The commission may recommend to the city council the plan prepared as a whole, or may recommend parts of the plan by successive recommendations, the parts corresponding with geographic or political sections, divisions or subdivisions of the city, or with functional subdivisions of the subject matter of the plan. The commission shall comply with requirements of notice and public hearing provided by law in initiating and recommending the whole or parts of the comprehensive plan;

C. Recommend, or prepare and recommend, for the adoption by the city council, regulations, amendments, extensions or additions to such regulations or plans for the physical development of the city in the interest of health, safety, ~~morals~~ or general welfare, including, but not limited to, the following:

1. The use of buildings and land for residence, trade, industrial and other purposes;
2. The height, number of stories, size, construction and design of buildings and other structures;
3. The size of yards, courts and other open spaces on the lot or tract;
4. The density of population;
5. The setback of buildings along highways, parks or public water frontages; and
6. The subdivision and development of land;

D. Act as a research and fact-finding agency of the city. The commission shall cause to be made such surveys, analyses, studies and reports as are generally authorized or requested by the city council;

~~E. Advance planning for public works programs and the long range capital budget therefor;~~

E~~F~~. Establish such other work project priorities as the city council may direct;

~~G. Review, discuss and analyze all planning commission work products and projects, as well as the work products, projects and recommendations of the board of adjustment, when appropriate, and the parks and recreation commission, to ensure that the board of adjustment and the parks and recreation commission, as well as other boards, commissions and committees, have an opportunity to consider a given project in light of their specific knowledge and expertise.~~

~~Any project or recommendation received by the planning commission from the board of adjustment or parks and recreation commission shall be reviewed by the planning commission and, where appropriate, forwarded to such other boards, commissions or committees as may have an interest in the subject matter. Any projects or recommendations so forwarded shall contain a copy of the original recommendation or project report received by the planning commission, together with planning commission comments, and shall direct that the project report or recommendation be returned to the planning commission within 30 days, with appropriate comments by the board, commission or committee to which referral was made.~~

~~Following review by the planning commission, and the receipt of recommendations and comments from other boards, commissions or committees, if such comments were requested and supplied within the 30-day period, the planning commission shall forward the original project or recommendation, through staff, to the city council, together with any planning commission comments or recommendations, and comments or recommendations of any other boards, commissions or committees;~~

F~~H~~. Review, discuss and analyze such work products and projects as may be referred to the commission by the council, or staff, ~~and ensure that any such work products or projects are referred to the board of adjustment or parks and recreation commission, in instances wherein those boards, commissions or committees would have an interest in the subject matter, and are referred to other city boards, commissions or committees through staff, where such other boards, commissions or committees would have an interest in the subject matter;~~

G~~I~~. Form, subject to advance approval of the city council, ad hoc committees from within as well as outside its membership, to study specific problems or projects which may arise from time to time. The planning commission shall at all times be available for citizen input concerning any matter which the commission is considering, or may consider;

H~~J~~. Evaluate and monitor the sensitive area policies and regulations to determine whether they are effective and, if not, how they should be improved to effectively protect the functions and values of critical areas; ~~The administrative staff of the city as assigned by the city manager shall provide staff assistance and serve as liaison between the planning commission and those boards, commissions or committees not represented on the~~

~~planning commission, and shall also serve to facilitate communication by the planning commission to the city council;~~

~~I~~K. Review and make recommendations to the city council on the city's consolidated planning strategy and on the housing element of the city's comprehensive plan;

~~J~~L. Provide recommendations to city council regarding Community Development Block Grant (CDBG) and Tri-Cities HOME Consortium funding awards.

1. Review federal requirements for the administration of the Community Development Block Grant (CDBG) and HOME programs and make recommendations on program procedures to the city council;

2. Review applications for Community Development Block Grant (CDBG) funds and make recommendations on project funding to the city council.

~~2.16.060 Reports.~~

~~The commission, at or before its first regular meeting of February of each year, except 1959, shall make a full report in writing to the council of its transactions during the preceding year, with such general recommendations as it may deem proper.~~

2.16.070 Severability.

The invalidity of any chapter, section, subsection, provision, clause or portion thereof, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

Section 2. 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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 56-18, Approving a Zone Change on 0.3 Acres from Medium Density Residential (R-2) to General Business (C-3)

Department:

Community Development Services

Ordinance/Resolution Number:

56-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 56-18, approving the zone change on 0.3 acres from Medium Density Residential (R-2) to General Business (C-3).

Summary:

The owners of 1443 Short Avenue applied to convert the zoning of a vacant 0.3-acre site in the Richland Wye from R-2 (Medium Density Residential) to C-3 (General Business) to allow for commercial use of the property.

Following the properly noticed public hearing held on June 28, 2018, the Richland Hearing Examiner issued a report recommending City Council approve the rezone application, citing consistency with the City's Comprehensive Plan.

Staff recommends approval of Ordinance No. 56-18 for second reading and passage.

Fiscal Impact:

Making the site available for commercial land uses may result in commercial development contributing to sales tax revenues.

Attachments:

1. Ordinance No. 56-18
2. Hearing Examiner Recommendation - Garcia Rezone
3. Zoning Overview Map

WHEN RECORDED RETURN TO:
Richland City Clerk
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 56-18

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the zoning on 0.3 acres from Medium Density Residential (R-2) to General Business (C-3); said property being located at 1443 Short Avenue, and adopting the findings and conclusions of the Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on June 28, 2018, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Felipe and Christina Garcia to change the zoning of the property hereafter legally described in Section 2 and located at 1443 Short Avenue; and

WHEREAS, on October 2, 2018, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the June 28, 2018 public hearing, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 2. Said property, depicted on **Exhibit A**, attached hereto, is more particularly described as follows:

THE NORTH 120 FEET OF THE SOUTH 335 FEET OF THE WEST 169 FEET OF THE EAST 335 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY WASHINGTON, EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY, RECORDED UNDER AUDITOR'S FILE NO. 272521.

ASSESSOR'S TAX PARCEL NO. 1-3099-200-0059-001

Section 3. Such property is rezoned from Medium Density Residential (R-2) to General Business (C-3).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 20, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** and bearing 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 5. The findings and conclusions of the Hearing Examiner, as provided in his October 2, 2018 report, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, duly certified by the Clerk as a true copy.

Section 7. This ordinance shall take effect on the day following the date of 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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

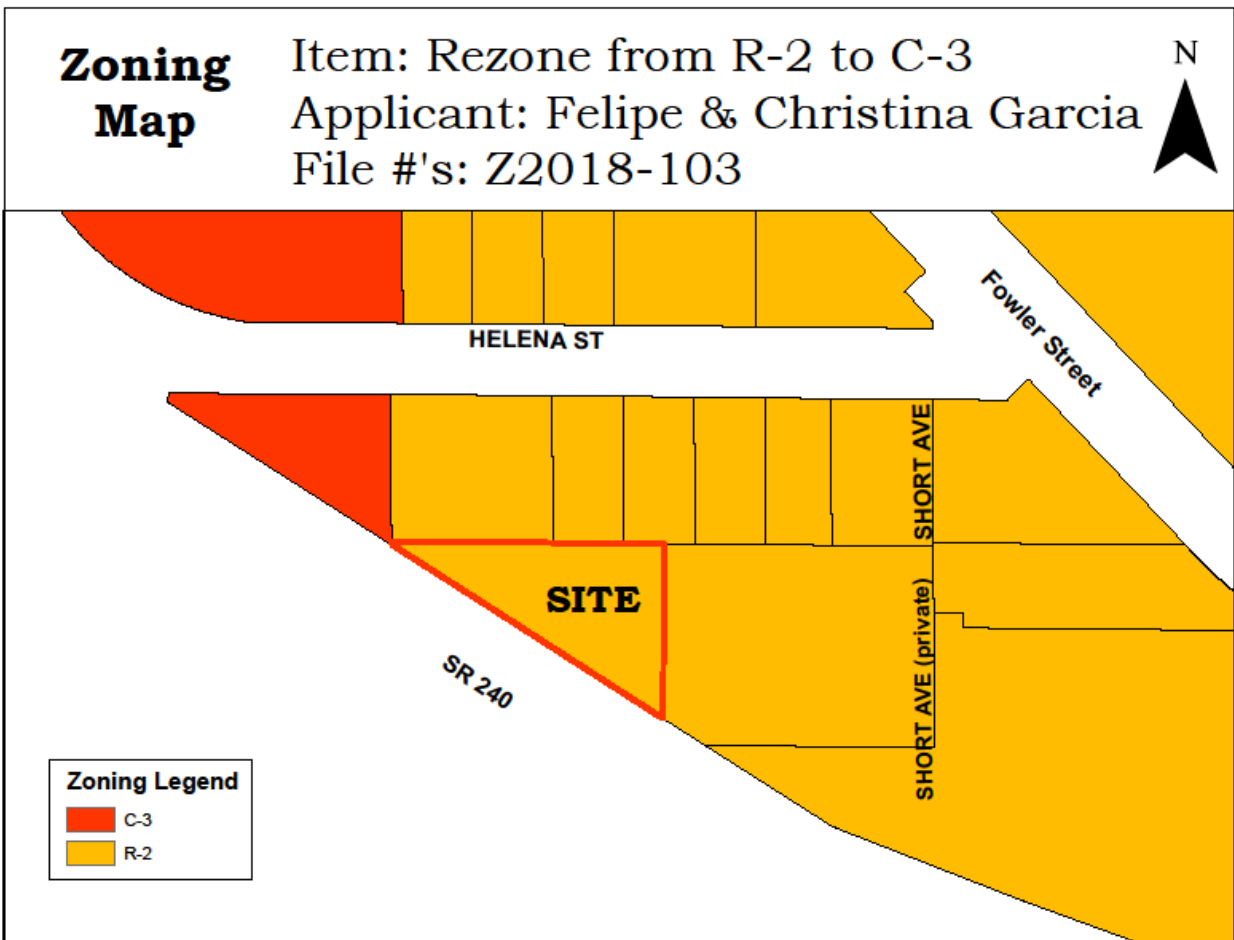
APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018

Exhibit A
Map of Rezone Area



**BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND**

Regarding the Application to *Rezone* a
vacant 0.3 acre site in the “Richland
Wye” immediately north of SR 240 at
1443 Short Avenue, from R-2 (Medium
Density Residential) to C-3 (General
Business), submitted by the property
owner(s)

FELIPE & CHRISTINA GARCIA,
Applicant,

File No. Z2018-103

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The Staff Report and testimony provided at the public hearing demonstrates that the requested rezone merits approval. The applicant’s property fronts SR 240, but has no access to the busy roadway. The site and most of the surrounding properties in the “Richland Wye” are already designated as suitable for Commercial land uses in the City’s Comprehensive Plan, and several properties in the vicinity have already been reassigned the C-3 zone. Several speakers, including neighboring property owners in the same area, described the area as one of the least attractive areas in the City. Opposition comments essentially suggested the need to see the entire area rezoned at the same time, to avoid potential conflicts between commercial uses and existing residential uses that have yet to transition to commercial uses. Since the public hearing, despite indications that others would submit rezone applications for their properties in the vicinity of the Garcia property, so they all could be considered at the same time, none have come forward. Accordingly, the Garcia application should go forward, standing alone. Based on the Record, the undersigned Examiner recommends APPROVAL by the Richland City Council.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
C-3 (GENERAL COMMERCIAL/BUSINESS) FILE
NO. Z2018-103**

**GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND**

CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. See Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency review must be undertaken to determine the transportation impacts (if any) that could be created by the proposed action. RMC 19.50.010(C).

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

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¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the original R-2 (Medium Density Residential) zoning was adopted for the site?

Short Answer: Yes. The site is now deemed suitable for Commercial uses in the City's Comprehensive Plan. SR 240 realignment and construction substantially impacted the vicinity, and made residential uses less-viable. The site can be viewed without obstruction from SR 240, which is commonly seen as a benefit to commercial uses, but not residential uses.

B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or general welfare?

Short Answer: Yes.

IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

Hearing Testimony: City staff, the applicant, and several neighboring property owners and residents presented testimony under oath at the duly noticed public hearing for the underlying application. The applicant indicated that he had not read the Staff Report, so he was given time to do so after the hearing. After the hearing, Mr. O'Neill received confirmation that the applicant supports the Staff Report, without objections or suggested changes. As noted above, several speakers, including neighboring property owners in the same area, described the area as one of the least attractive areas in the City. Opposition comments essentially suggested the need to see the entire area rezoned and redeveloped at the same time, to avoid potential conflicts between commercial uses and existing residential uses that have yet to transition to commercial uses. Some property owners explained that they have no interest in selling or moving, given how expensive it would be to move and find a new place to live. Since the public hearing, despite indications that others would submit rezone applications for their properties in the vicinity of the Garcia property, so they

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
C-3 (GENERAL COMMERCIAL/BUSINESS) FILE
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GARY N. MCLEAN
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CITY HALL - 505 SWIFT BOULEVARD
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all could be considered at the same time, none have materialized.

Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Application Form;
2. Commercial Zoning District code provisions, RMC Chapter 23.22;
3. Public Notice and Affidavits confirming same;
4. Carmen Fearing Survey;
5. Site photos; and
6. Written public comments.

The Examiner visited the road network and vicinity of the proposed rezone. The Examiner is fully advised on matters at issue herein, including without limitation applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

1. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact, and incorporated into this section as such.

2. Following receipt of the pending application, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter.

3. Because staff deemed the application to be consistent with the City's Comprehensive Plan, which already designates the rezone site as suitable for Commercial land uses, and the City's plan was analyzed in an environmental impact statement at the time of its adoption, and the site is located within an urban growth area, the pending application is categorically exempt from SEPA review as provided in WAC 197-11-

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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HEARING EXAMINER FOR THE CITY OF RICHLAND

CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

800(6)(c).

4. The requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

5. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. It allows for commercial uses to operate on a site with un-observed visibility from SR 240.

6. The Staff Report includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all statements of fact and proposed Findings contained in the Staff Report are incorporated herein by reference as Findings of Fact of the undersigned-hearing examiner.

VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan.

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate the proposed commercial uses that could be placed on the site. Existing city development codes will apply to any redevelopment that would require some screening, appropriate setbacks, and other measures. The rezoned property will be an appropriate site for a commercial use, given its highway exposure, in a manner that is compatible with the character of the existing uses and zoning districts in the larger vicinity surrounding the property.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property because any redevelopment must conform to existing city development regulations.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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GARY N. MCLEAN
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CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 5. Based on the record, the applicant demonstrated its rezone application merits approval,
2 meeting its burden of proof imposed by RMC 19.60.060.

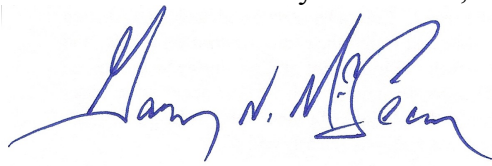
3 6. Approval of this rezone will not and does not constitute, nor does it imply any
4 expectation of, approval of any permit or subsequent reviews that may be required for
development or other regulated activities on the site of the subject rezone.

5 7. Any finding or other statement contained in this Recommendation that is deemed to
6 be a Conclusion is hereby adopted as such and incorporated by reference.

7
8 **VII. RECOMMENDATION.**

9 Based upon the preceding Findings and Conclusions, the Hearing Examiner
10 recommends that the Garcia application to rezone a vacant 0.3-acre site located at 1443
Short Avenue from R-2 to C-3, should be **APPROVED**.

11 ISSUED this 2nd Day of October, 2018

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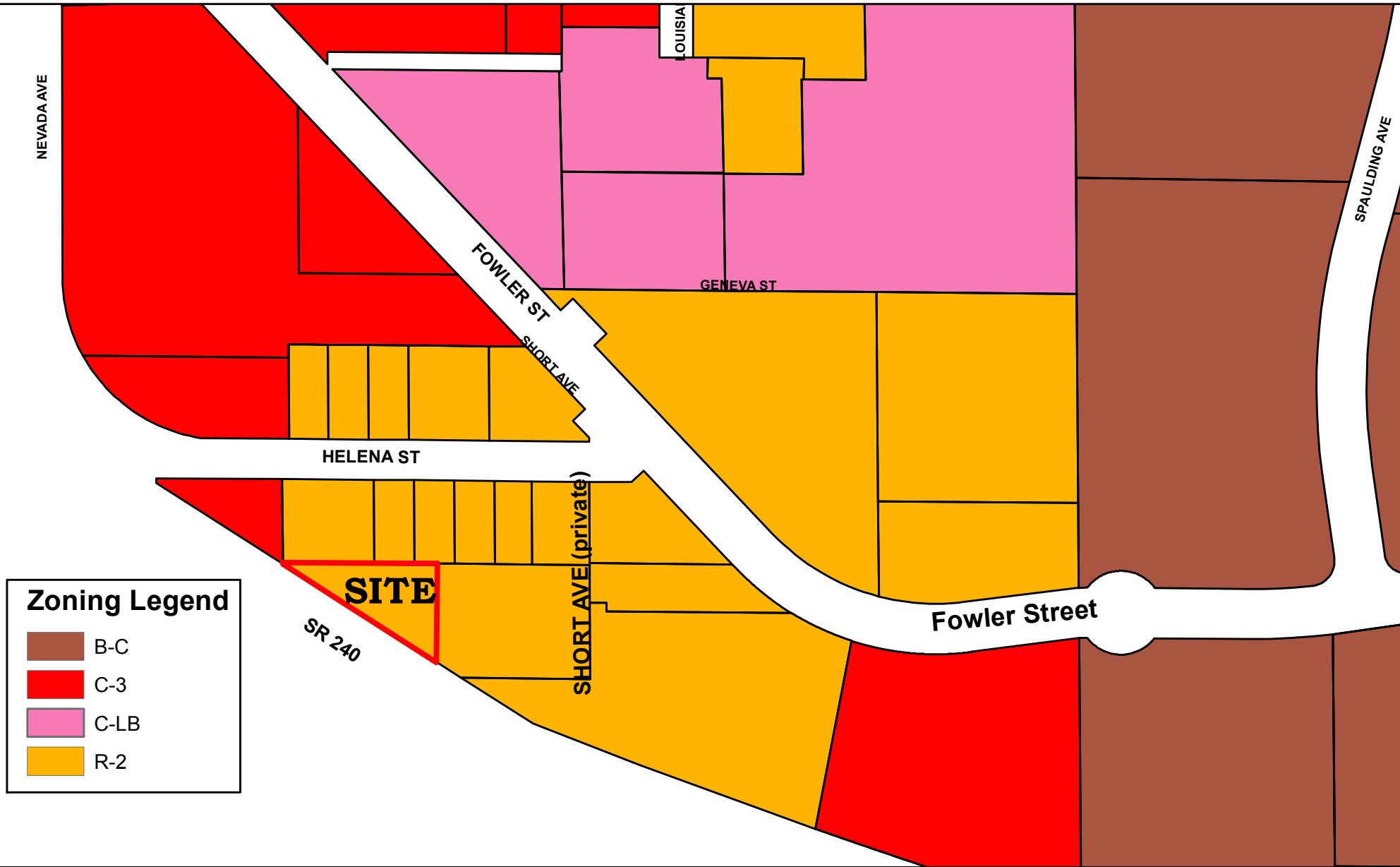
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Hearing Examiner

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25 FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GARCIA REZONE
APPLICATION TO CHANGE A SMALL SITE
FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO
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GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

Zoning Overview Map

Item: Rezone from R-2 to C-3
Applicant: Felipe & Christina Garcia
File #'s: Z2018-103





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 59-18, Amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment

Department:
City Attorney

Ordinance/Resolution Number:
59-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 59-18, amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 59-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 23.70 RMC concerning the Board of Adjustment. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

Staff recommends approval of Ordinance No. 59-18 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 59-18

ORDINANCE NO. 59-18

AN ORDINANCE of the City of Richland amending Chapter 23.70 of the Richland Municipal Code related to the Board of Adjustment.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Section 23.70.040, entitled Board of adjustment – Created, as first enacted by Ordinance No. 28-95, is hereby amended as follows:

23.70.040 Board of adjustment – ~~C~~reated – Membership.

There is created a board of adjustment consisting of five members appointed by the city council. ~~Members shall be selected without regard to political affiliation and shall serve without compensation. Members shall be residents of the city of Richland. The city council may remove any members.~~ Members shall serve staggered terms of five years and until their successors are appointed and confirmed. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120. The city manager shall designate the secretary and recorder of the board.~~

Section 2. Richland Municipal Code Section 23.50.050, entitled Board of adjustment – Rules of procedure, as first enacted by Ordinance No. 28-05, is hereby amended as follows:

23.70.050 Board of adjustment – Rules of procedure.

~~The board of adjustment shall elect from among its members a chairman and vice-chairman and shall adopt rules necessary to the conduct of its affairs, and in keeping with the provisions of this title. Not less than one regular meeting shall be held in each month of each year; provided, that if no issues over which the board has jurisdiction are pending, a meeting may be cancelled. All meetings shall be open to the public. The board of adjustment shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record and be filed in the offices of the city of Richland. Three members of the board shall constitute a quorum for the transaction of business; a majority vote shall be sufficient for the accomplishment of certain actions; however, a concurring vote of three members of the board of adjustment (regardless of vacancies) shall be necessary to decide in favor of an applicant or to reverse any order, requirement, decision or determination of the administrative official, or to effect any variation in the application of this title (RMC 23.70.160).~~

Section 3. 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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 60-18, Approving the 2019 Budget and the 2019-2024 Capital Improvement Plan

Department:

Administrative Services

Ordinance/Resolution Number:

60-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 60-18, approving the 2019 Budget and the 2019-2024 Capital Improvement Plan.

Summary:

Council received the proposed 2019 Budget and 2019-2024 Capital Improvement Plan on October 1, 2018. On October 2, 2018, the City Manager presented the budget message to Council during a regularly scheduled public meeting.

RCW 35.33 requires the City to hold hearings prior to adoption of the 2019 budget ordinance. A revenue hearing was conducted on October 16, 2018, and a Town Hall meeting was held on October 18, 2018, where the public was allowed the opportunity to interact and ask questions. An additional hearing is to be held at the City Council meeting on November 6, 2018.

Total appropriations for each separate fund are adopted by Council through proposed Ordinance No. 60-18.

Appropriations are the legal amounts that can be expended in total for each individual fund presented. Expenditures that would exceed total appropriations in each fund will require a budget amendment by ordinance. Appropriations for all budgeted funds in 2019 total \$265,152,363.

First reading of the ordinance adopting the 2019 budget was given at the Council meeting held on November 6, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 60-18 for passage.

Fiscal Impact:

Yes The proposed 2019 budgeted appropriations for all funds total \$265,152,363.

Attachments:

1. Ordinance No. 60-18
2. Appropriations for 2019

ORDINANCE NO. 60-18

AN ORDINANCE of the City of Richland adopting the 2019 Annual Budget of the City of Richland, including the 2019-2024 Capital Improvement Plan.

BE IT ORDAINED by the City of Richland as follows:

Section 1. Budget Adopted. The Annual Budget of the City of Richland for the year 2019, including the 2019-2024 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2019, as revised by the City Council, is hereby adopted as the Budget of the City for the calendar year 2019. The total appropriations for each of the funds of the City of Richland are as follows:

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
General Fund	\$ 56,247,605	\$ -	\$ 56,247,605	\$ 54,251,554
Special Revenue Funds:				
City Streets	3,419,072	49,225	3,468,297	3,468,297
Transportation Benefit District	883,400	-	883,400	882,372
Park Reserve	462,935	121,118	584,053	584,053
Industrial Development	3,914,622	-	3,914,622	2,486,788
Criminal Justice	78,555	-	78,555	66,073
PFD Facility Contingency	72,509	-	72,509	-
Public Safety Sales Tax	1,825,000	268,053	2,093,053	2,093,053
BCES Operations	6,144,764	-	6,144,764	6,144,764
Hotel/Motel Tax	1,215,000	1,205,000	2,420,000	2,420,000
Special Lodging Assmnt	575,750	-	575,750	575,750
Community Dev. Block Grant	407,000	-	407,000	407,000
HOME	998,300	-	998,300	998,300
Debt Service Funds:				
LTGO Bonds	1,233,882	-	1,233,882	1,221,582
Fire Station 74	241,306	-	241,306	241,306
Police Station	239,225	-	239,225	239,225
Richland Community Center	306,825	-	306,825	306,825
Library Remodel	1,418,600	-	1,418,600	1,418,600
RAISE Area	656,748	-	656,748	656,748
LID Guaranty	12,500	-	12,500	15
Special Assessment	22,885	-	22,885	830
Capital Projects Funds:				
Streets Capital Projects	18,172,227	125,000	18,297,227	18,297,227
Capital Improvement	1,348,000	541,341	1,889,341	1,889,341
Parks Capital Projects	2,155,000	-	2,155,000	2,155,000

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	73,703,728	9,958,257	83,661,985	83,661,985
Water	16,450,348	1,636,365	18,086,713	16,336,354
Wastewater	10,495,675	-	10,495,675	9,537,709
Solid Waste	18,230,100	211,092	18,441,192	17,391,192
Stormwater	2,748,422	-	2,748,422	2,736,668
Golf Course	1,825,631	135,199	1,960,830	1,960,830
Medical Services	4,717,016	89,624	4,806,640	4,806,640
Broadband	258,980	200,000	458,980	448,939
Internal Service Funds:				
Equipment Maintenance	4,041,088	103,838	4,144,926	4,144,926
Equipment Replacement	3,969,968	-	3,969,968	3,555,521
Public Works Adm & Eng.	3,908,331	-	3,908,331	3,908,331
Workers Compensation	995,305	328,048	1,323,353	1,323,353
Employee Benefits	11,798,222	58,494	11,856,716	11,856,716
Unemployment	103,717	57,593	161,310	161,310
Post Employment Benefit	1,670,010	35,526	1,705,536	1,705,536
Trust Funds:				
Fire Pension	381,000	-	381,000	381,000
Police Pension	430,650	-	430,650	430,650
Totals	\$ 257,779,901	\$ 15,123,773	\$272,903,674	\$ 265,152,363

Section 2. Salaries and Wages. The total cumulative salaries and wages set forth in the budget document represent the maximum approved expenditure, subject to the requirements and limitations set forth in the Compensation Plan for Unaffiliated employees and Collective Bargaining Agreements for Affiliated employees, or other contracts approved by Council. It is understood that, in the interest of operational efficiency and business need, the City Manager may amend salaries and wages within departments and divisions as long as the total labor budget is not exceeded.

Section 3. 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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018

City of Richland 2019 Proposed Budget

Appropriations by Major Category - All Funds

Funds	Personnel	Supplies	Charges & Services	Intergovernmental Services	Transfers To Other Funds	Capital Outlay	Debt Service	Interfund Services	Total Appropriations
General Fund	\$ 35,447,480	\$ 2,400,470	\$ 6,488,693	\$ 3,376,688	\$ 2,907,627	\$ 514,260	\$ -	\$ 3,116,336	\$ 54,251,554
Special Revenue Funds:									
City Streets	1,376,714	312,252	223,300	23,288	24,000	-	-	1,508,743	3,468,297
Transportation Benefit District	-	-	-	-	882,372	-	-	-	882,372
Park Reserve	-	-	20,000	-	564,053	-	-	-	584,053
Industrial Development	264,918	1,800	343,186	1,245	1,286,725	110,220	96,255	382,439	2,486,788
Criminal Justice	-	-	-	-	66,073	-	-	-	66,073
PFD Facility Contingency	-	-	-	-	-	-	-	-	-
Public Safety Sales Tax	1,614,683	53,522	51,647	182,721	10,000	-	-	180,480	2,093,053
BCES Operations	6,144,764	-	-	-	-	-	-	-	6,144,764
Hotel/Motel Tax	-	-	979,718	125,000	1,315,282	-	-	-	2,420,000
Special Lodging Assessment	-	-	575,750	-	-	-	-	-	575,750
Community Dev. Block Grant	62,256	200	62,184	-	282,360	-	-	-	407,000
HOME	62,076	-	896,224	40,000	-	-	-	-	998,300
Debt Service Funds:									
LTGO Bonds	-	-	-	-	-	-	1,221,582	-	1,221,582
Fire Station 74	-	-	-	-	-	-	241,306	-	241,306
Police Station	-	-	-	-	-	-	239,225	-	239,225
Richland Community Center	-	-	-	-	-	-	306,825	-	306,825
Library Remodel	-	-	-	-	-	-	1,418,600	-	1,418,600
LRF	-	-	-	-	-	-	656,748	-	656,748
LID Guaranty	-	-	-	15	-	-	-	-	15
Special Assessment	-	-	-	-	-	-	830	-	830
Capital Projects Funds:									
Streets Capital Projects	-	-	-	-	-	18,297,227	-	-	18,297,227
Capital Improvement	-	-	-	-	1,889,341	-	-	-	1,889,341
Parks Capital Projects	-	-	20,000	-	-	2,135,000	-	-	2,155,000
Enterprise Funds:									
Electric	9,517,284	44,651,817	7,069,718	8,614,500	30,000	4,432,500	5,930,656	3,415,510	83,661,985
Water	2,710,550	430,596	1,397,815	2,594,950	20,000	2,812,925	3,841,585	2,527,933	16,336,354
Wastewater	2,731,146	362,232	823,183	1,257,000	87,000	575,200	2,006,554	1,695,394	9,537,709
Solid Waste	3,055,594	256,817	1,332,080	1,158,922	-	7,758,600	388,781	3,440,398	17,391,192
Stormwater	244,346	31,891	97,245	195,950	-	1,098,750	254,401	814,085	2,736,668
Golf Course	-	-	1,641,500	45,251	-	-	274,079	-	1,960,830
Medical Services	2,934,471	136,172	364,585	125,570	-	321,380	-	924,462	4,806,640
Broadband	-	2,700	24,237	18,000	23,385	200,000	174,417	6,200	448,939
Internal Service Funds:									
Equipment Maintenance	1,156,533	2,463,600	107,323	-	-	-	-	417,470	4,144,926
Equipment Replacement	-	-	27,812	-	-	3,189,543	265,166	73,000	3,555,521
Public Works Adm & Eng.	3,251,197	31,860	160,528	-	-	33,000	-	431,746	3,908,331
Workers Compensation	1,060,000	-	138,800	-	-	-	-	124,553	1,323,353
Healthcare Benefits Plan	11,560,917	-	139,930	-	-	-	-	155,869	11,856,716
Unemployment	160,000	-	-	-	-	-	-	1,310	161,310
Post Employment Healthcare Plan	1,572,880	-	82,480	-	-	-	-	50,176	1,705,536
Trust Funds:									
Fire Pension	369,075	175	11,750	-	-	-	-	-	381,000
Police Pension	426,575	225	3,850	-	-	-	-	-	430,650
Total	\$ 85,723,459	\$ 51,136,329	\$ 23,083,538	\$ 17,759,100	\$ 9,388,218	\$ 41,478,605	\$ 17,317,010	\$ 19,266,104	\$ 265,152,363



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 61-18, Amending the 2018 Budget to Increase Appropriations in the Streets Capital Construction Fund

Department:
Public Works

Ordinance/Resolution Number:
61-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 61-18, amending the 2018 budget to increase appropriations in the Streets Capital Construction Fund based upon acceptance of Washington Traffic Safety Commission grant funds and a Richland School District contribution toward school pedestrian route improvements.

Summary:

On August 21, 2018, Council approved Resolution Nos. 109-18 and 120-18 to accept funding offers from the Washington Traffic Safety Commission and Richland School District to construct safety improvements on several elementary and middle school walk routes.

The 2018 Streets Capital Construction budget did not include these funds. Ordinance No. 61-18 will amend the 2018 budget to include these funds and enable work to begin on these important projects.

Council approved first reading of the proposed ordinance at its regularly scheduled meeting on November 6, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 61-18.

Fiscal Impact:

Streets Capital Construction appropriations will increase by \$85,702. The funds will come from a WTSC grant (\$57,096) and a Richland School District contribution (\$28,606). Council previously approved acceptance of these funds for their stated purpose.

Attachments:

- I. Ordinance No. 61-18

ORDINANCE NO. 61-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's Streets Capital Construction Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 approving the 2018 Budget; and

WHEREAS, on April 3, 2018, Council adopted Resolution No. 67-18, authorizing staff to submit an application to the Washington Traffic Safety Commission (WTSC) for a grant to improve safety for elementary and middle school walking routes; and

WHEREAS, a \$57,096 WTSC grant was awarded, and agreements authorizing the grant funds and matching funds from the Richland School District in the amount of \$28,606 were executed; and

WHEREAS, as the approved 2018 Streets Capital Construction Fund did not include funding for the Richland School Crossing Improvement Project, a 2018 budget amendment is required.

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

Section 1. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the Streets Capital Construction Fund for the Richland School Crossings Improvement Project as follows:

Streets Capital Construction

Current Appropriation:	\$ 31,941,345
Increase in Appropriation:	\$ <u>85,702</u>
Amended Appropriation:	\$ <u>32,027,047</u>

Section 2. 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 20th of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 62-18, Repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee

Department:
City Attorney

Ordinance/Resolution Number:
62-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 62-18, repealing Chapter 2.54 of the Richland Municipal Code related to the Environmental Review Committee.

Summary:

On August 21, 2001, Richland City Council passed Ordinance No. 24-01, authorizing creation of the Environmental Review Committee ("Committee"). The Committee was intended to monitor and evaluate the City's sensitive areas ordinances to ensure effectiveness, and to make recommendations to the Planning Commission related to the use of best available science. The Committee contemplated by Ordinance No. 24-01 was never impaneled. City records indicate that no appointments to the Committee have ever been made.

The responsibility assigned to the Environmental Review Committee is work properly belonging to the Planning Commission. Proposed Ordinance No. 62-18 will repeal the Environmental Review Committee, and proposed Ordinance No. 54-18, also on tonight's agenda, will assign the responsibility of the Environmental Review Committee to the Planning Commission.

In conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking a housekeeping action to repeal the 2001 Environmental Review Committee.

First reading of Ordinance No. 62-18 was given at the regularly scheduled Council meeting on November 6, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 62-18, repealing Chapter 2.54 RMC.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 62-18

ORDINANCE NO. 62-18

AN ORDINANCE of the City of Richland repealing Richland Municipal Code Chapter 2.54 related to the Environmental Review Committee.

WHEREAS, on August 21, 2001, Richland City Council passed Ordinance No. 24-01, authorizing creation of the Environmental Review Committee; and

WHEREAS, the Environmental Review Committee was intended to facilitate compliance with RCW 36.70A.172, which requires cities to include best available science in developing policies and development regulations to protect the functions and values of critical areas; and

WHEREAS, City records indicate that no appointments have ever been made to the Environmental Review Committee; and

WHEREAS, the work intended to be performed by the Environmental Review Committee is properly performed by Richland's Planning Commission, who has responsibility for making recommendations to City Council on text amendments to the Richland Municipal Code, to include the City's Critical Areas Ordinance and Shoreline Master Program; and

WHEREAS, the City has need, from to time, to amend the Richland Municipal Code to bring the code into alignment with current practices and to eliminate conflicts and ambiguities; and

WHEREAS, in conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking this housekeeping action to repeal the 2001 Environmental Review Committee and reassign its functions to the Planning Commission pursuant to Ordinance No. 54-18.

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

Section 1. RMC Chapter 2.54, entitled Environmental Review Committee, enacted by Ordinance No. 24-01 and last amended by Ordinance No. 31-03, shall be amended to read as follows:

~~Chapter 2.54~~
~~ENVIRONMENTAL REVIEW COMMITTEE~~

~~Sections:~~

~~2.54.010—Purpose.~~

~~2.54.020—Membership.~~

~~2.54.030—Removal—Vacancies.~~

~~2.54.040—Meetings, officers, records, and quorum.~~

~~2.54.050 Duties.~~

~~2.54.060 Expenditure — Budget.~~

~~2.54.010 Purpose.~~

~~The purpose of the environmental review committee (ERC) is to facilitate compliance with RCW 36.70A.172 that requires cities to include best available science in developing policies and development regulations to protect the functions and values of critical areas.~~

~~2.54.020 Membership.~~

~~The ERC shall be composed of five members. Members of the ERC shall be selected based on their scientific training and experience in fields relating directly to aquatic biology, geology, ground water hydrology and soils science. At least one of the committee members shall be a professional engineer. Members shall be appointed by the city council for a term of three years. The initial appointments to the commission shall be staggered three-year terms. One member shall serve an initial term of one year; two members shall serve an initial term of two years and two members shall serve an initial term of three years.~~

~~2.54.030 Removal — Vacancies.~~

~~The committee may, by majority vote, recommend to the city council removal of an appointed member upon grounds as may be deemed appropriate. The city council, by majority vote, may remove an appointed member of the committee and declare the position vacant. Vacancies occurring otherwise than by expiration of term shall be filled for any unexpired term in the manner used for regular appointments.~~

~~2.54.040 Meetings, officers, records, and quorum.~~

~~The ERC shall elect its own chairperson and vice-chairperson. The ERC shall hold regular meetings no less than twice a year or as deemed necessary to fulfill the purpose of the committee. The ERC shall adopt rules for transaction of business and shall keep a record of its meetings, findings, and determinations, which record shall be open to public inspection. All meetings shall be open to the public to allow for public participation. A majority of the membership of the committee shall constitute a quorum for the transaction of business. In the event of a vacancy, quorum shall be a majority of the remaining members, however, not to be less than four members.~~

~~2.54.050 Duties.~~

~~ERC shall evaluate and monitor the sensitive area policies and regulations to determine whether they are effective and, if not, how they should be improved to effectively protect the functions and values of critical areas. The division of long range planning will assist in providing available scientific information on issue(s) under consideration to the ERC. ERC may consider any additional reliable scientific information on such issue(s). The ERC shall make recommendations, together with supporting documentation, to the planning commission.~~

~~2.54.060 Expenditure — Budget.~~

~~The expenditures of the ERC, exclusive of gifts, shall be limited to appropriations made through, and approved by, the community and development services group of the city council for the planning function of the city. The services and facilities of the city's planning division may be utilized by the ERC in performing its duties.~~

Section 2. 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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: November 25, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 154-18, Authorizing a Cost Share Agreement between Visit TRI-CITIES and the Cities of Kennewick and Pasco for a Regional Sports Facility Feasibility Study

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

154-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 154-18, authorizing the City Manager to sign and execute an agreement with the Tri-Cities Visitor and Convention Bureau and the cities of Kennewick and Pasco for participation in a regional sports facility feasibility study.

Summary:

The Tri-Cities Visitor and Convention Bureau (TCVCB) is the area's regional tourism and visitor association. The cities of Richland, Kennewick and Pasco are members in good standing with TCVCB. Each city is engaged in economic development activities, including the promotion and attraction of sports tourism events.

TCVCB proposes to commission and administer a study to evaluate sports tourism opportunities in the region, including a market needs assessment and financial analysis. Last year, the Tri-City Regional Hotel-Motel Commission agreed to partially fund a study using tourism promotion revenue administered by the TCVCB. Richland is currently updating a 6-year Park, Trails, Open Space and Facilities Master Plan (the "Plan"), and this study will provide timely and meaningful data to inform the Plan update.

The total cost of the study will not exceed \$60,000. TCVCB will fund up to \$30,000, and Richland, Kennewick and Pasco will contribute up to \$10,000 each. TCVCB will act as the administrative lead agency for the project.

Staff recommends execution of the proposed cost share agreement, through approval of Resolution No. 154-18, to formalize its participation in the regional sports facility feasibility study led by TCVCB.

Fiscal Impact:

Richland's obligation to the \$60,000 study is \$10,000. Funding is available in the existing 2018 operating budget.

Attachments:

1. Resolution No. 154-18
2. Cost Sharing Agreement

RESOLUTION NO. 154-18

A RESOLUTION of the City of Richland authorizing a cost sharing agreement with Visit TRI-CITIES and the Cities of Kennewick and Pasco for development of a regional sports facility feasibility study.

WHEREAS, Visit TRI-CITIES is the area's regional tourism and visitor's association; and

WHEREAS, the City of Richland is a member in good standing of Visit TRI-CITIES; and

WHEREAS, the City is engaged in economic development activities, including promotion and attraction of sports tourism events; and

WHEREAS, Visit TRI-CITIES proposes to commission and administer a study to evaluate sports tourism opportunities in the region, including a market needs assessment and financial analysis; and

WHEREAS, in 2017, the Tri-City Regional Hotel-Motel Commission agreed to partially fund a study using tourism promotion revenue administered by Visit TRI-CITIES; and

WHEREAS, the cost of the study is not expected to exceed \$60,000. Funding allocations consist of \$30,000 from Visit TRI-CITIES and \$10,000 from each participating city (Richland, Kennewick and Pasco); and

WHEREAS, the City of Richland is currently updating its six-year 2013-2018 Parks, Trails, Open Space and Facilities Master Plan; and

WHEREAS, development of the regional Visit TRI-CITIES sports facility feasibility study will provide meaningful and timely data for use in developing the City's update to its 2013-2018 Parks, Trails, Open Space and Facilities Master Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute a cost sharing agreement with Visit TRI-CITIES and the Cities of Kennewick and Pasco for a regional sports tourism study.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

COST SHARING AGREEMENT
Between the
Tri-Cities Visitor and Convention Bureau
And
The Cities of Richland, Kennewick and Pasco

This Cost Sharing Agreement ("Agreement") is made and entered into on this _____ day of November, 2018, by and between the **Tri-Cities Visitor and Convention Bureau**, a Washington non-profit corporation ("TCVCB") and the **cities of Richland, Kennewick, and Pasco**, all of which are Washington municipal corporations. TCVCB, Richland, Kennewick and Pasco are referred to collectively hereinafter as the "Parties."

I. RECITALS

WHEREAS, the Tri-Cities Visitor and Convention Bureau is the area's regional tourism and visitor association; and

WHEREAS, Richland, Kennewick and Pasco are members in good standing of the Tri-Cities Visitor and Convention Bureau; and

WHEREAS, Richland, Kennewick and Pasco are engaged in economic development activities, including the promotion and attraction of sports tourism events; and

WHEREAS, the Tri-Cities Visitor and Convention Bureau proposes to commission and administer a study to evaluate sports tourism opportunities in the region, including a market needs assessment and financial analysis; and

WHEREAS, in 2017, the Tri-City Regional Hotel-Motel Commission agreed to partially fund a study using tourism promotion revenue administered by the Tri-Cities Visitor and Convention Bureau; and

WHEREAS, the study will provide the Parties with timely and meaningful data to inform efforts related to increased economic development opportunities in the Tri-Cities region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, TCVCB, Richland, Kennewick and Pasco agree as follows:

II. AGREEMENT

1. COST SHARING OBLIGATIONS

- 1.1 The total cost of a regional sports tourism study administered by TCVCB shall not exceed \$60,000. Cost allocation shall consist of: TCVCB up to but not

exceeding \$30,000; Richland up to but not exceeding \$10,000; Kennewick up to but not exceeding \$10,000; and Pasco up to but not exceeding \$10,000.

- 1.2 Richland, Kennewick and Pasco will remit payment consistent with 1.1 herein within thirty (30) calendar days of the date TCVCB issues a notice to proceed to the consultant selected to perform the study.

2. PROJECT MANAGEMENT

- 2.1 The study will include a market needs assessment and financial analysis to evaluate sports tourism opportunities and new facilities in the Tri-Cities. TCVCB is solely responsible for initiating and administering a competitive solicitation to select a consultant for the study. TCVCB will lead and manage the project with administrative support from Richland, Kennewick and Pasco in the form of a steering committee. Although Richland, Kennewick and Pasco will give input into the selection process, TCVCB will make the final decision on choice of consultant(s).
- 2.2 TCVCB, as the contracting and administering party, shall determine whether the consultant(s) have rendered satisfactory performance. TCVCB may take input from Richland, Kennewick and Pasco on the issue of satisfactory performance, but is not required to do so in making its determination.
- 2.3 Once the consultant work is complete, TCVCB will present the completed study to Richland, Kennewick and Pasco by way of a timely public presentation of the findings to each Party's legislative body. Richland, Kennewick and Pasco will each receive a copy of the written study documents.

3. TERM OF AGREEMENT

- 3.1 Term: This Agreement shall become effective on the date identified above, and shall remain in effect until all consulting work contemplated by this Agreement is complete and fully compensated, unless terminated earlier in accordance with Section 3.2, below.
- 3.2 Termination: This Agreement may be terminated by any Party at any time, without cause and without penalty, prior to execution of the consulting agreement between TCVCB and the intended consultant(s). After the consulting agreement has been executed, this Agreement may not be terminated except by mutual agreement of all Parties. Each Party's respective obligation to pay its share of the contracted work shall survive termination.

4. MISCELLANEOUS PROVISIONS

- 4.1. Notice: Any notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return

receipt requested. The Parties may, upon mutual agreement set forth in writing, determine to accept notice via email. Notice shall be directed as follows:

For Tri-Cities Visitor and Convention Bureau:

Kim Shugart
Senior Vice President
PO Box 2241
Kennewick, WA 99336
Phone: (509) 735-8486
Email: kim@visitttri-cities.com

For the City of Richland:

Joseph Schiessl
Parks and Public Facilities Director
505 Swift Blvd
Richland, WA 99352
(509) 942-7578
Email: jschiessl@ci.richland.wa.us

For the City of Kennewick:

Terry Walsh
Executive Director of Employee and Community Relations
PO Box 6108
Kennewick, WA 99337
Phone: (509) 585-4242
Email: terry.walsh@ci.kennewick.wa.us

For the City of Pasco

N. Zach Ratkai
Administrative and Community Services Director
525 N. 3rd. Ave
Pasco, WA 99301
Phone: (509) 537-2078
Email: ratkaiz@pasco-wa.gov

- 4.2 Governing Law/Forum Selection: Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. The Parties hereby agree to submit to personal jurisdiction in Benton County Superior Court in any action concerning the interpretation or enforcement of this Agreement.
- 4.3 Dispute Resolution: The Parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement.

Accordingly, the Parties agree to engage in good faith negotiations to resolve any such disputes. Good faith negotiations shall first be conducted at the staff level. If agreed resolution cannot be achieved, the Parties shall proceed to non-binding mediation/dispute resolution. Should settlement negotiations or mediation prove unsuccessful, any Party may proceed to litigation.

- 4.4 Legal Relationship: No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and, except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other.
- 4.5 Assignment: Neither TCVCB, Richland, Kennewick or Pasco shall assign, convey or transfer this Agreement or any interest herein without the prior written consent of all Parties. Any assignment made without a Party's consent is null and void, and does not relieve the assigning Party of any liability or obligation hereunder.
- 4.6 Exhibits: All exhibits attached hereto, if any, shall be incorporated by reference as if set out in full herein.
- 4.7 Captions: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.
- 4.8 Binding Effect: Regardless of which Party prepared or communicated this Agreement, this Agreement shall be of binding effect between the Parties only upon its execution by a duly authorized representative of each such Party.
- 4.9 Warranty of Authority: The persons executing and delivering this Agreement on behalf of the Parties each represent and warrant that each of them is duly authorized to do so, and that execution of this Agreement is the lawful and voluntary act of the person or entity on whose behalf they purport to act.
- 4.10 Legal Action: In the event legal action is necessary to enforce any of the provisions of this Agreement, the Parties agree that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in such action.
- 4.11 Construction: The Parties acknowledge that each Party and its counsel have reviewed this Agreement with opportunity to comment, and that the normal rule of construction providing that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.
- 4.12 Complete Agreement: This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other

oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically expressly incorporated by reference in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written below.

**TRI-CITIES VISITOR AND
CONVENTION BUREAU**

CITY OF RICHLAND

By:
Its:

By: Cynthia D. Reents
Its: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Counsel for TCVCB

Heather Kintzley,
Richland City Attorney

CITY OF KENNEWICK

CITY OF PASCO

By: Marie Mosley
Its: City Manager

By: Dave Zabell
Its: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lisa Beaton
Kennewick City Attorney

Eric Ferguson
Pasco City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 165-18, Authorizing a Purchase and Sale Agreement with Harris & Sons, Inc.

Department:

Community Development Services

Ordinance/Resolution Number:

165-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 165-18, authorizing the City Manager to sign and execute a purchase and sale agreement with Harris & Sons, Inc. for the purchase of a 1.02-acre lot in the Horn Rapids Business Center.

Summary:

Harris & Sons, Inc. is proposing to purchase a 1.02-acre lot in the Horn Rapids Business Center along the south side of Robertson Drive for the development of a construction contractor's office and equipment storage yard facility.

The purchase price is \$1.50 per square foot for the 1.02-acre lot, amounting to estimated gross proceeds of \$66,647. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing in the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if an application for approval of building plans is not submitted to the City within eight (8) months of closing, and if construction of the office and construction facility does not commence within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its August 27, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 165-18.

Fiscal Impact:

The purchase price is \$1.50 per square foot with estimated gross proceeds of \$66,647 for the 1.02-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following:

-Electric Fund (\$0.044 per square foot): \$1,941.81

-Water Fund (\$0.079 per square foot): \$3,486.43

-Sewer Fund (\$0.029 per square foot): \$1,279.83

The balance of the proceeds will be distributed to the Industrial Development Fund.

Attachments:

1. Resolution No. 165-18
2. Purchase and Sale Agreement - Harris & Sons, Inc.
3. Letter of Intent - Harris & Sons, Inc.
4. Site Map

RESOLUTION NO. 165-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Harris & Sons, Inc.

WHEREAS, the City of Richland is the owner of 1.02 acres of City-owned surplus property, described as Parcel M of Binding Site Plan No. 2056, located along the south side of Robertson Drive in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Chapter 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, the 1.02 acres of business center property is available for sale at \$1.50 per square foot, for a total price of \$66,647; and

WHEREAS, Harris & Sons, Inc. has agreed to purchase the property for the stated price; and

WHEREAS, at its September 24, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1.02 acres of City-owned surplus property in the Horn Rapids Business Center to Harris & Sons, Inc. for the total sale price of \$66,647.

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 Purchase and Sale Agreement and all related documents necessary for the sale of property to Harris & Sons, Inc. as identified herein.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: Parcel M – Robertson Drive

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **HARRIS & SONS, INC.**, a Washington corporation, (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property identified as Parcel M located along the south side of Robertson Drive in the Horn Rapids Business Center, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be Sixty-Six Thousand Six Hundred Forty-Seven dollars and no cents (\$66,647.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of Five Thousand dollars (\$5,000.00) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Purchaser.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 5,000 square feet of construction office/warehouse with laydown yard. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right

to Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Todd Harris
P.O. Box 1318
Richland, Washington 99352
Phone: 509.308.4488
Email: harristodd69@gmail.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of being developed with a minimum of 5,000 square feet of construction office/warehouse with laydown yard, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Sixty-Six Thousand Six Hundred Forty-Seven dollars and no cents (\$66,647.00) for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-six (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

HARRIS & SONS, INC. – PURCHASER

By: Cynthia D. Reents
Its: City Manager

By: Todd Harris
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

PARCEL M

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1356.41 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROBERTSON DRIVE AND THE TRUE POINT OF BEGINNING.

THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET; THENCE NORTH 54°53'32" WEST FOR A DISTANCE OF 147.31 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 302.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE SOUTHERLY LINE THEREOF FOR A DISTANCE OF 147.31 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.02 ACRE

OVERALL PARCEL SEGREGATION EXHIBIT

Line Table		
Line #	Length	Direction
L1	2.53	S66°26'47"W
L2	2.53	S66°26'47"W
L3	5.13	N35°06'28"E
L4	2.53	S66°26'47"W
L7	50.00	S35°06'32"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	27.80	250.02	6°22'17"	N58°04'49"W	27.79
C2	228.17	250.02	52°17'16"	N87°24'35"W	220.33
C3	317.18	370.03	49°06'43"	S88°59'51"E	307.56
C4	213.86	270.02	45°22'44"	S89°08'09"W	208.32
C5	358.36	350.03	58°39'33"	N84°13'26"W	342.91

DERMIT SURVEYING INC.
 2245 Robertson Drive
 Richland, Washington 99354
 OFFICE 509-375-4123
 FAX 509-371-0999
 J06B17159 (1 OF 1)

CITY OF RICHLAND
 MAP TO ACCOMPANY LEGAL DESCRIPTION
 RICHLAND 10/22/2018 WASHINGTON

SHEET 2 OF 2

July 24, 2018

Mr. Darin Arrasmith
Economic Development
City of Richland
505 Swift Boulevard MS-19
Richland, WA 99352

RE: Horn Rapids Business Center – 1 ac Lot
Portion of Lot 1-2708-200-0001-029

Dear Darin:

I've done construction all my life and have had my construction company for 21 years. I have built most of the buildings here on Robertson Drive, the most recent one being White Bluff Brewery for Dule Mehic. I was born and raised in Richland and would like to keep my business here and help build the City of Richland up and keeping my tax dollars here.

Recently I met with Roger Wright on Robertson Drive to view the new lots being developed as part of the Henderson Loop West utility and road project. I understand that project won't be completed until late this year, including grading a portion of this parcel.

I am interested in purchasing 1 acre (Lot M) on Robertson Drive, immediately west of 2445 Robertson Drive. I understand the price is \$1.50 per square foot or approximately \$65,340 per acre.

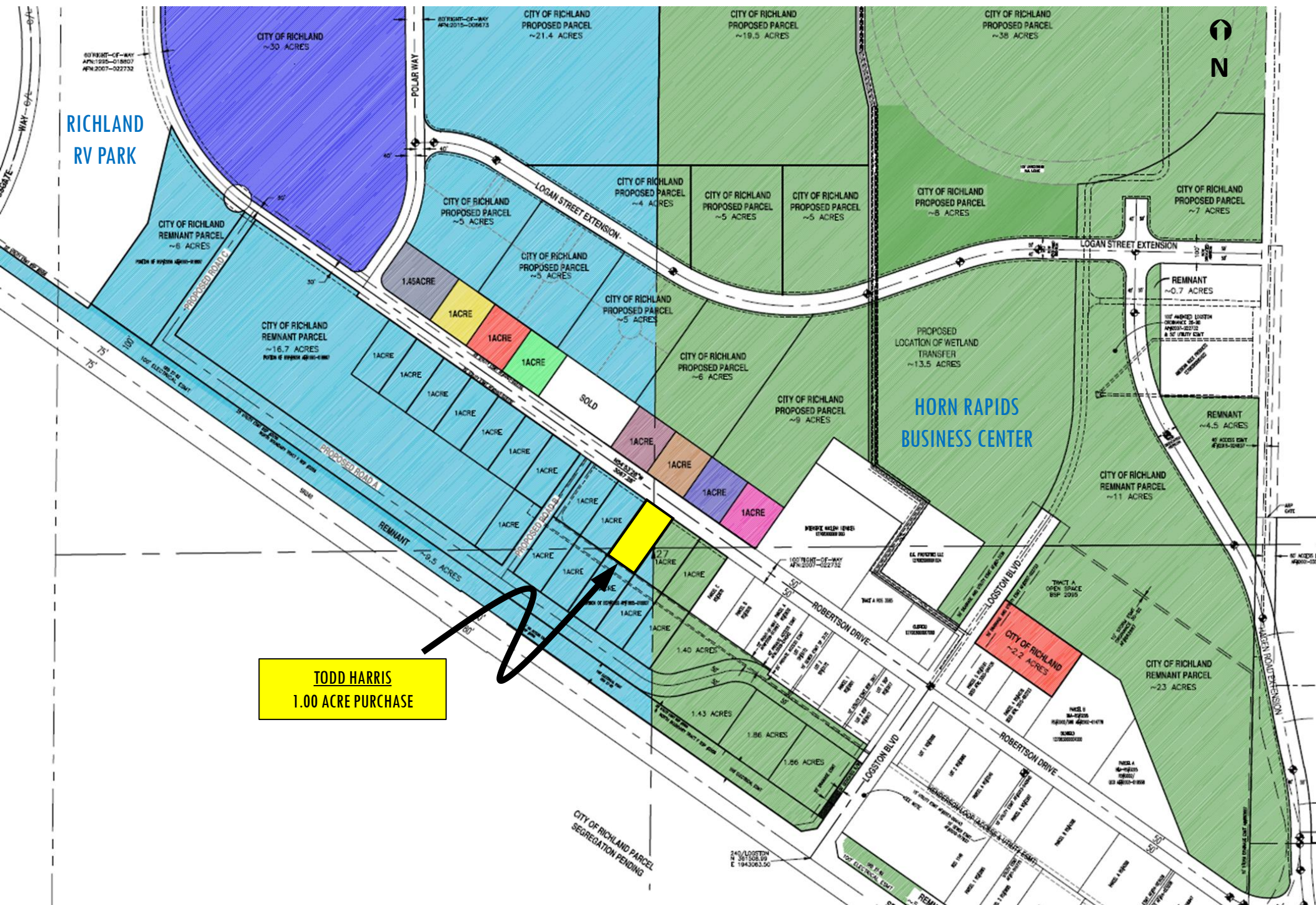
My plan is to construct an office/warehouse for my construction company, along with a storage yard in the back for my construction equipment. I may construct a larger building than I need and lease out a portion of my building or possibly buy more land and construct a second building. This will be pre-engineered steel building similar to the other existing buildings to the east.

I understand that the City's land sale process could take 3-5 months to complete. Please consider my offer for approval by the City.

Thank you

A handwritten signature in black ink, appearing to read 'Todd Harris', with a stylized flourish at the end.

Todd Harris





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 157-18, Authorizing a Purchase and Sale Agreement with Matt and Debbie Driscoll

Department:

Community Development Services

Ordinance/Resolution Number:

157-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 157-18, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Matt and Debbie Driscoll for the purchase of 2.02 acres in the Horn Rapids Business Center.

Summary:

Matt and Debbie Driscoll are proposing to purchase 2.02 acres in the Horn Rapids Business Center along the new Henderson Loop West for the development of a microbrewery with an outdoor patio. Their project will employ three (3) people.

The purchase price is \$1.75 per square foot for the 2.02-acre property, amounting to estimated gross proceeds of \$153,985. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing in the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if an application for approval of building plans is not submitted to the City within eight (8) months of closing, and if construction of a light industrial building does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its September 24, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 157-18.

Fiscal Impact:

The purchase price is \$1.75 per square foot with estimated gross proceeds of \$153,985 for the 2.02-acre lot. Net proceeds will be distributed to the City's Industrial Development fund.

Attachments:

1. Resolution No. 157-18
2. Purchase and Sale Agreement - Driscoll
3. Letter of Intent - Driscoll
4. Site Map

RESOLUTION NO. 157-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Matt and Debbie Driscoll.

WHEREAS, the City of Richland is the owner of 2.02 acres of City-owned surplus property, described as Parcels E and F of Binding Site Plan No. 2056, located along the north side of Henderson Loop West in the Horn Rapids Business Center; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Chapter 3.06, the City of Richland has full authority to negotiate the sale of surplus property in the best interests of the City; and

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, the 2.02 acres of business center property is available for sale at \$1.75 per square foot, for a total price of \$153,985; and

WHEREAS, Matt and Debbie Driscoll have agreed to purchase the property for the stated price; and

WHEREAS, at its September 24, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 2.02 acres of City-owned surplus property in the Horn Rapids Business Center to Matt and Debbie Driscoll for the total sale price of \$153,985.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary for the sale of property to Matt and Debbie Driscoll as identified herein.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: Henderson Loop West – Parcels E and F

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **MATT AND DEBBIE DRISCOLL**, husband and wife, (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located along the north side of Henderson Loop West, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

1.1. Laws and Rights. Purchaser acknowledges and agrees that the sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be One Hundred Fifty-Three Thousand Nine Hundred Eighty-Five dollars and no cents (\$153,985.00) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of Five Thousand dollars (\$5,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the “Preliminary Commitment”), and upon receipt, furnish same to Purchaser.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the “Exceptions”) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser’s written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller’s response to Purchaser’s written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser’s election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner’s ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser’s title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

7.1. Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other. If this Agreement is terminated under this section, the Earnest Money Deposit shall be returned to Purchaser.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) Seller is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of two thousand (2,000) square feet for a Microbrewery. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to

Repurchase as set forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

10. Liquidated Damages. IN THE EVENT OF DEFAULT BY PURCHASER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT FORTHWITH AND WITHOUT FURTHER OBLIGATION TO PURCHASER, AND TO KEEP THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES. PURCHASER AGREES THAT IT IS DIFFICULT TO ASSESS THE AMOUNT OF DAMAGES INCURRED BY THE SELLER IN THE EVENT OF A DEFAULT BY THE PURCHASER. AS OF THE ENTRY OF THIS CONTRACT, THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this Section 11.1 shall survive the closing.

11.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

11.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Matt & Debbie Driscoll
330 Sunset View Lane
Pasco, Washington 99301
Email: mattndeb@hotmail.com

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

11.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

11.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

11.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

11.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

11.8. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

11.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

11.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a minimum of two thousand (2,000) square feet for a Microbrewery, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(b) If Purchaser fails to initiate construction of structures, as authorized by the issuance of a building permit, within eighteen (18) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of One Hundred Fifty-Three Thousand Nine Hundred Eighty-Five dollars and no cents (\$153,985.00) for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability

for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-six (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

11.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Purchaser under this Agreement. Purchaser is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

CITY OF RICHLAND – SELLER

**MATT & DEBBIE DRISCOLL –
PURCHASER**

By: Cynthia D. Reents
Its: City Manager

By: Matt Driscoll

By: Debbie Driscoll

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

PARCEL E

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH $54^{\circ}53'28''$ WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1061.78 FEET; THENCE SOUTH $35^{\circ}06'32''$ WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF SAID ROBERTSON DRIVE AND THE NORTHWESTERLY CORNER OF PARCEL "C" AS DESCRIBED IN STATUTORY WARRANTY DEED, UNDER AUDITOR'S FILE NUMBER 2011-021324, RECORDS OF SAID COUNTY; THENCE SOUTH $35^{\circ}06'28''$ WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 302.81 FEET TO THE SOUTHWESTERLY CORNER THEREOF AND THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH $35^{\circ}06'28''$ WEST FOR A DISTANCE OF 298.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP WEST AND A NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $06^{\circ}22'17''$ HAVING A RADIUS OF 250.02 FEET, AN ARC LENGTH OF 27.80 FEET, A CHORD BEARING NORTH $58^{\circ}04'49''$ WEST AND A CHORD DISTANCE OF 27.79 FEET;

THENCE NORTH $54^{\circ}53'40''$ WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 119.57 FEET; THENCE NORTH $35^{\circ}06'28''$ EAST FOR A DISTANCE OF 299.74 FEET; THENCE SOUTH $54^{\circ}53'32''$ EAST FOR A DISTANCE OF 147.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.01 ACRE

PARCEL F

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995-018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER

2015-003647, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1209.09 FEET; THENCE SOUTH 35°06'32" WEST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID ROBERTSON DRIVE; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 302.82 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 35°06'28" WEST FOR A DISTANCE OF 299.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF HENDERSON LOOP WEST; THENCE NORTH 54°53'40" WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 147.32 FEET; THENCE NORTH 35°06'28" EAST FOR A DISTANCE OF 299.75 FEET; THENCE SOUTH 54°53'32" EAST FOR A DISTANCE OF 147.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.01 ACRE

OVERALL PARCEL SEGREGATION EXHIBIT

Line Table		
Line #	Length	Direction
L1	2.53	S66°26'47"W
L2	2.53	S66°26'47"W
L3	5.13	N35°06'28"E
L4	2.53	S66°26'47"W
L7	50.00	S35°06'32"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	27.80	250.02	6°22'17"	N58°04'49"W	27.79
C2	228.17	250.02	52°17'16"	N87°24'35"W	220.33
C3	317.18	370.03	49°06'43"	S88°59'51"E	307.56
C4	213.86	270.02	45°22'44"	S89°08'09"W	208.32
C5	358.36	350.03	58°39'33"	N84°13'26"W	342.91



2245 Robinson Drive
Richland, Washington 99354
OFFICE 509-575-4123
FAX 509-571-0909
J08671789

(1 OF 1)

CITY OF RICHLAND
MAP TO ACCOMPANY LEGAL DESCRIPTION
RICHLAND 10/22/2018 WASHINGTON

SHEET 2 OF 2

07/17/18

Matt and Debbie Driscoll
330 Sunset View Ln
Pasco, WA. 99301

Re: Horne Rapids Business Center Phase 1/ Henderson Loop West Future Lots

To City of Richland,

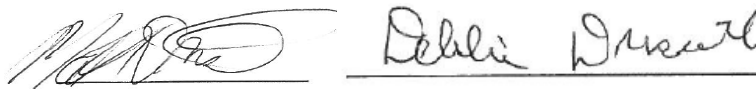
We are submitting this Letter of Intent to purchase 2 acres of property on the future Henderson Loop West Expansion described on the attached map as Lot H and Lot J.

We propose to build a Microbrewery. The building will be an approximately 40' x 50' metal siding and roof with concrete flooring. There will also be an outdoor patio area with landscaping. Construction will begin in the fall of 2018 or as soon as City of Richland has it ready for us to start construction.

The proposed purchase price is \$1.75 sq. ft. totaling \$152,460 for 2 acres. We understand that the purchase and sale agreement still need to be negotiated and reviewed and that this transaction requires Council approval in order to move forward. Traditional distribution of closing cost will occur.

This letter of intent does not and is not intended to contractually bind the parties, and is only an expression of interest. This letter does not bind either party contractually.

Sincerely,

The block contains two handwritten signatures. The first signature on the left is a stylized, cursive signature that appears to be 'M. Driscoll'. The second signature on the right is a more legible cursive signature that reads 'Debbie Driscoll'. Both signatures are written in black ink and are positioned above a horizontal line.

Matt and Debbie Driscoll





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 158-18, Setting Land Prices for City-Owned Horn Rapids Properties

Department:

Community Development Services

Ordinance/Resolution Number:

158-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 158-18, establishing pricing for City-owned properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza and Horn Rapids Industrial Park, and implementing a biennial review process.

Summary:

Staff is recommending that the City Council set pricing for city-owned surplus properties.

Prices for Horn Rapids Business Center, Commercial Plaza and Industrial Park properties have not been adjusted since 2013. Market values, development costs and comparable market properties are being listed and sold at higher prices than the City's surplus properties.

In order to keep up with development costs associated with preparing city-owned properties, as well as with comparable market values, an updated price list will make marketing and negotiating property sales more efficient.

Setting a fixed price list ensures that the Economic Development Committee (EDC) and the City Council are aware of the pricing schedule for properties in Horn Rapids.

This proposal was presented to the City Council in a workshop on October 23, 2018, and presented to the Economic Development Committee on October 29, 2018. The EDC recommended approval of the new price list, and that the price list be revisited by an independent third party every two (2) years. Staff supports this recommendation as well.

Staff recommends approval of Resolution No. 158-18.

Fiscal Impact:

An updated price list will result in increased revenues to offset increased development costs associated with City-owned properties.

Attachments:

- I. Resolution No. 158-18

RESOLUTION NO. 158-18

A RESOLUTION of the City of Richland approving land prices for the Horn Rapids Business Center, Horn Rapids Industrial Park and Horn Rapids Commercial Plaza.

WHEREAS, the City of Richland owns approximately 90 acres of land in the Horn Rapids Business Center as provided in **Exhibit B**, attached hereto; and

WHEREAS, the City of Richland owns approximately 17 acres of land in the Horn Rapids Commercial Plaza as provided in **Exhibit B**; and

WHEREAS, the City of Richland owns approximately 1,000 acres of land in the Horn Rapids Industrial Park as provided in **Exhibit B**; and

WHEREAS, these City-owned surplus properties are managed by the City of Richland's Economic Development Office, and are available for sale or lease to private parties; and

WHEREAS, **Exhibit A**, attached hereto, provides the recommended proposed price for each of the above-referenced properties, based on market research of land sales of similar properties in the Tri-Cities; and

WHEREAS, at its October 29, 2018 meeting, the Economic Development Committee (EDC) provided a positive recommendation to the City Council to set land prices for the surplus areas described above, and recommended that the City revisit the price list every two (2) years as recommended by an independent third party; and

WHEREAS, pursuant to Chapter 3.06 of the Richland Municipal Code, Richland City Council, as the legislative authority for the City of Richland, is authorized to establish policies and procedures regarding the sale or lease of certain real property owned or otherwise controlled by the City.

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

Section 1.1 Richland City Council finds and declares that the City-owned surplus properties in the Horn Rapids Business Center, Horn Rapids Commercial Plaza, and Horn Rapids Industrial Park are priced as provided in **Exhibit A**.

Section 1.2 Richland City Council finds and declares that in order to remain current with development costs related to preparing City-owned properties for sale, as well as regional comparable market values, the price list provided in **Exhibit A** will be evaluated every two (2) years and, if necessary, adjusted based on current market value, market activity, and/or increased development costs.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT A
CITY-OWNED SURPLUS PROPERTY PRICES

HORN RAPIDS BUSINESS CENTER

PROPERTY	PRICE PER SQUARE FOOT (2013)	PROPOSED PRICE PER SQUARE FOOT (2018)
Interior Lots	\$1.50	\$2.35
Highway Frontage	\$1.75	\$3.00
Commercial-Zoned Lots	\$2.50	\$2.75-\$3.40

HORN RAPIDS INDUSTRIAL PARK

PROPERTY	PRICE PER ACRE (2013)	PROPOSED PRICE PER ACRE (2018)
Less than 10 Acres	\$40,000-\$50,000	\$43,600-\$54,500
More than 10 Acres	\$30,000-\$40,000	\$30,500-\$43,600

HORN RAPIDS COMMERCIAL PLAZA

PROPERTY	LOT SIZE (SF)	PRICE PER SQUARE FOOT (2013)	PROPOSED PRICE PER SQUARE FOOT (2018)
LOT A	108,900	\$3.20	\$4.00
LOT B	87,120	\$2.65	\$4.00
LOT C	56,628	\$2.65	\$3.50
LOT D	69,696	\$2.65	\$3.50
LOT E	217,800	\$2.15	\$2.75
LOT F	108,900	\$2.15	\$2.50
LOT G	52,272	\$2.40	\$3.00
LOT H	87,120	\$2.65	\$3.00
LOT I	47,916	\$2.15	\$3.00

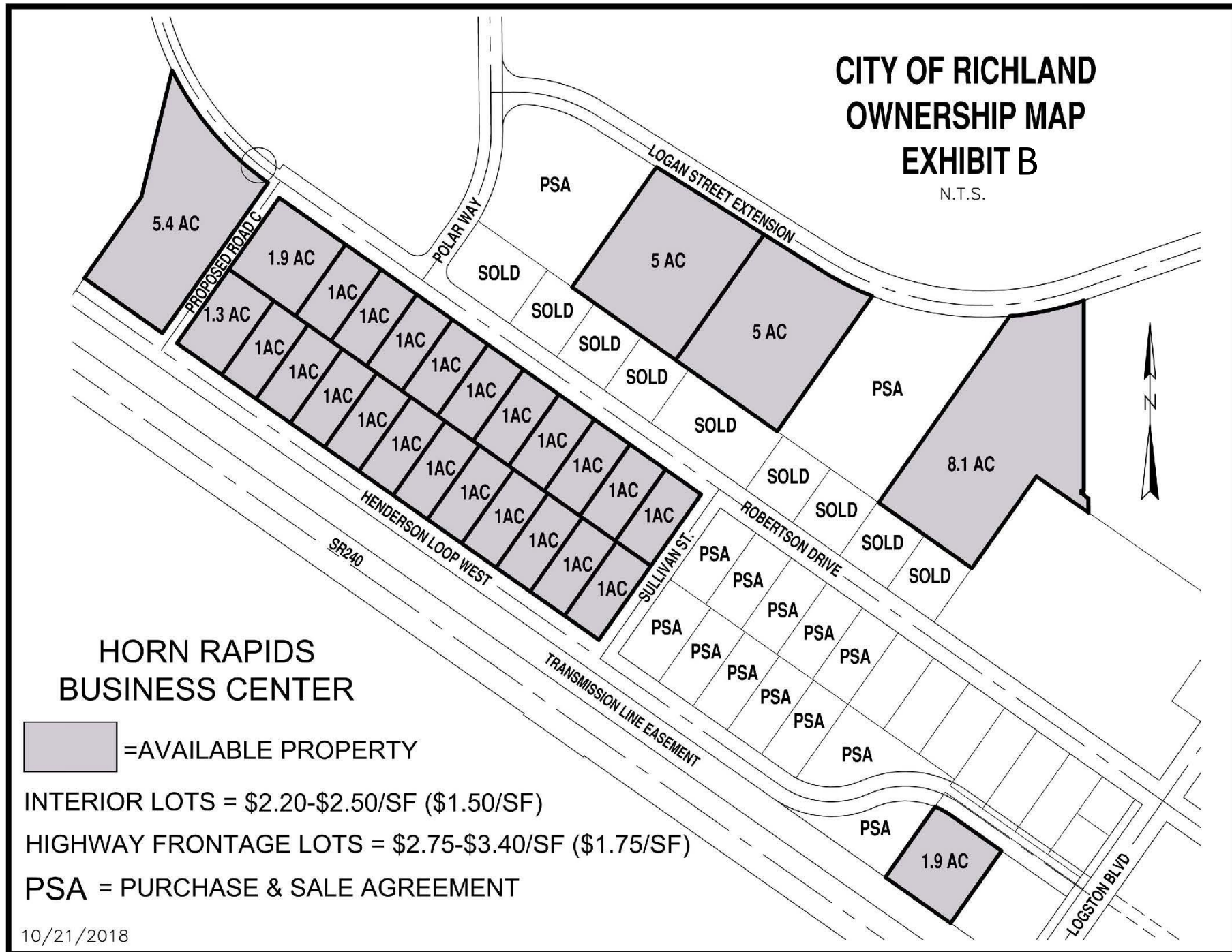
N.T.S.

 =AVAILABLE PROPERTY

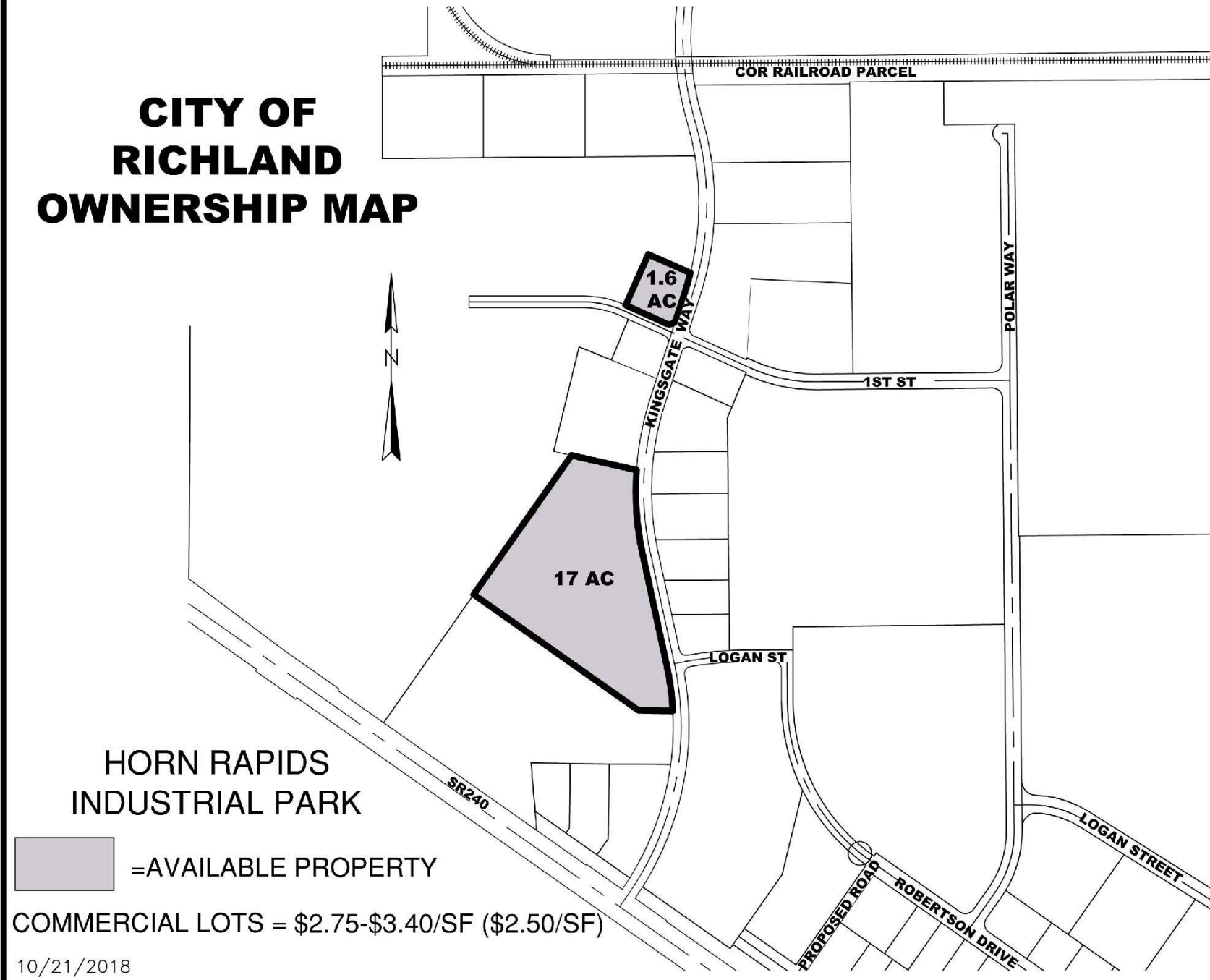
HIGHWAY FRONTAGE LOTS = \$2.75-\$3.40/SF (\$1.75/SF)

PSA = PURCHASE & SALE AGREEMENT

10/21/2018



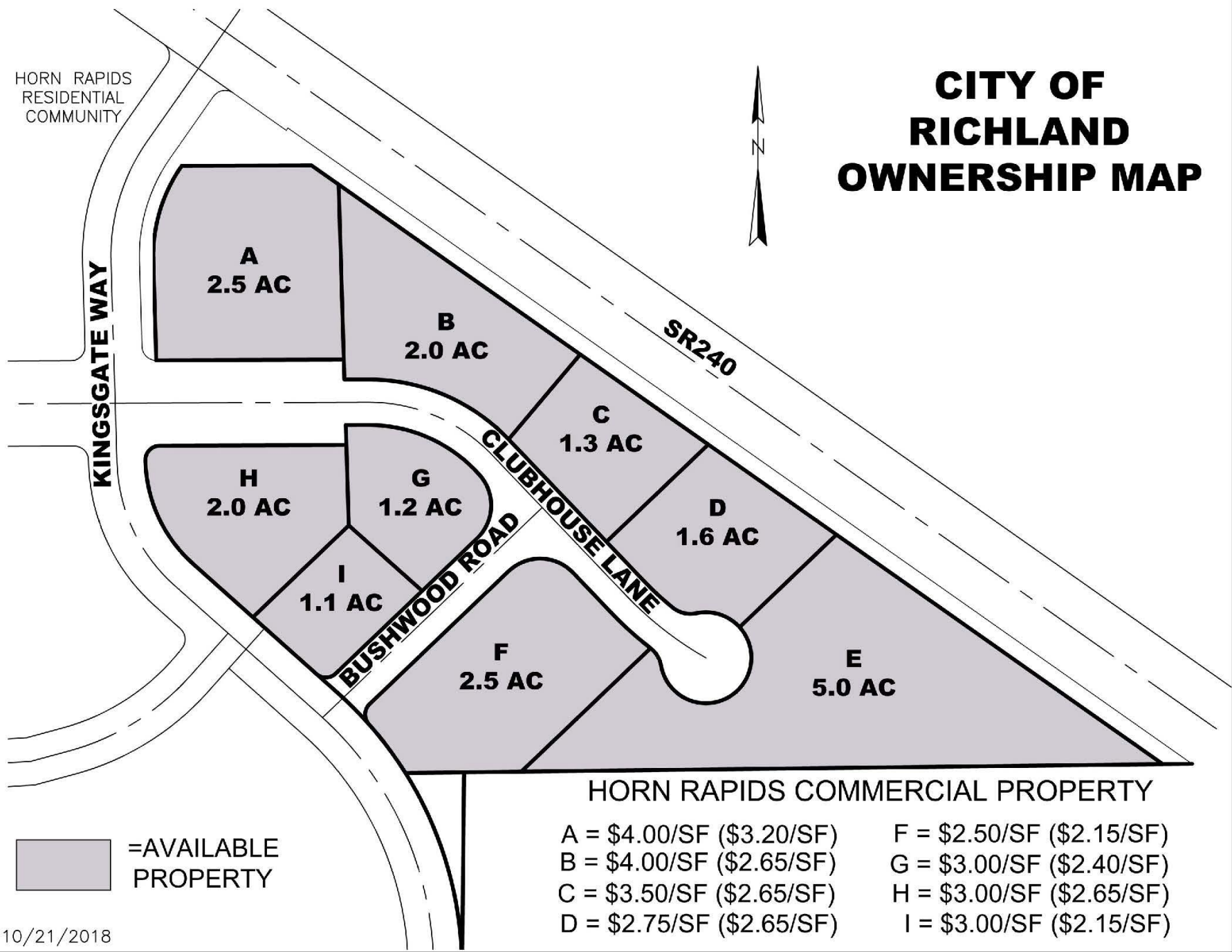
CITY OF RICHLAND OWNERSHIP MAP



CITY OF RICHLAND OWNERSHIP MAP



HORN RAPIDS
RESIDENTIAL
COMMUNITY



 =AVAILABLE
PROPERTY

HORN RAPIDS COMMERCIAL PROPERTY

A = \$4.00/SF (\$3.20/SF)	F = \$2.50/SF (\$2.15/SF)
B = \$4.00/SF (\$2.65/SF)	G = \$3.00/SF (\$2.40/SF)
C = \$3.50/SF (\$2.65/SF)	H = \$3.00/SF (\$2.65/SF)
D = \$2.75/SF (\$2.65/SF)	I = \$3.00/SF (\$2.15/SF)

CITY OF RICHLAND OWNERSHIP MAP

HORN RAPIDS
INDUSTRIAL PARK
LARGE INDUSTRIAL SITES



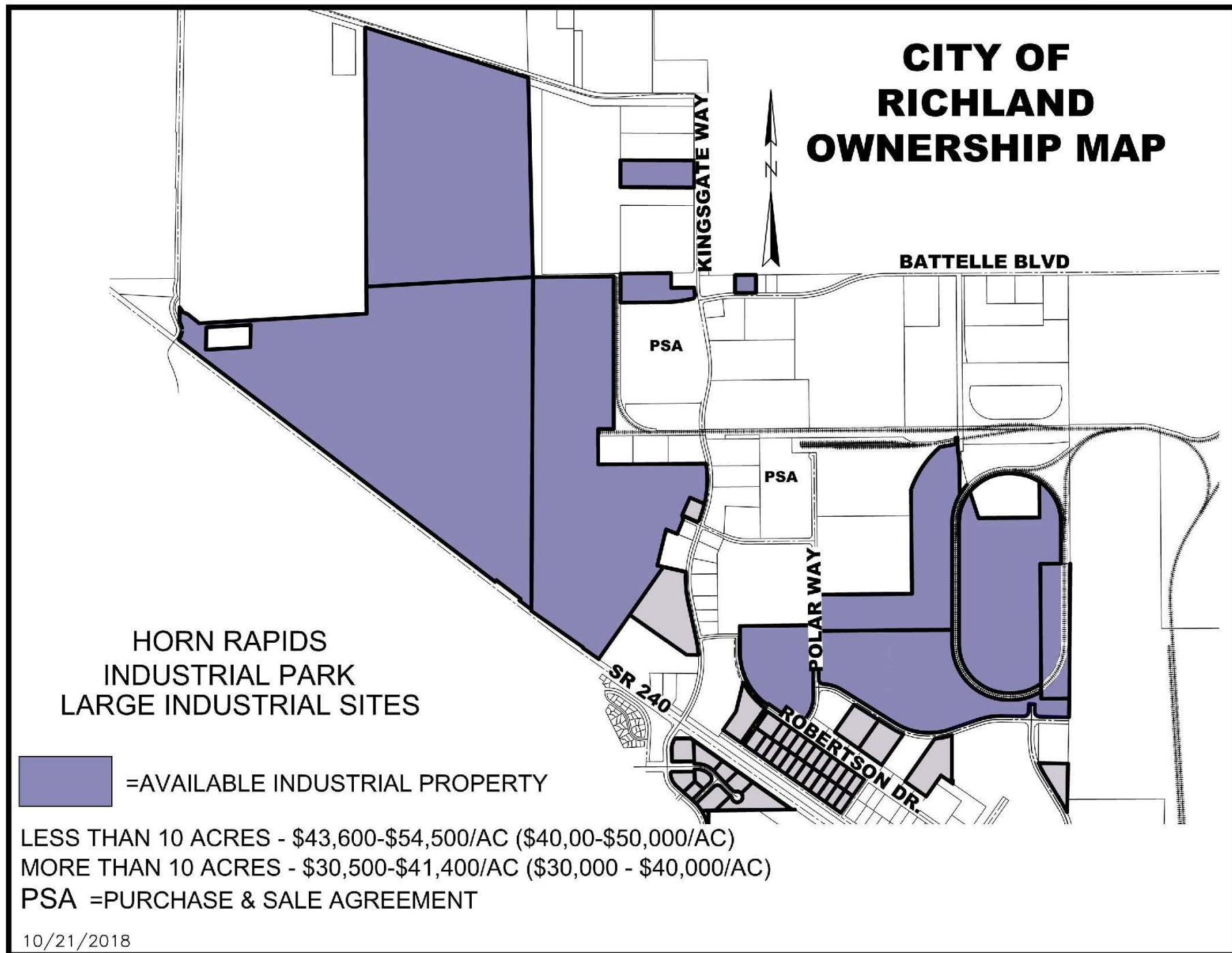
=AVAILABLE INDUSTRIAL PROPERTY

LESS THAN 10 ACRES - \$43,600-\$54,500/AC (\$40,00-\$50,000/AC)

MORE THAN 10 ACRES - \$30,500-\$41,400/AC (\$30,000 - \$40,000/AC)

PSA =PURCHASE & SALE AGREEMENT

10/21/2018





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 159-18, Amending Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing.

Department:

Assistant City Manager

Ordinance/Resolution Number:

159-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 159-18, amending Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing.

Summary:

In May 2017, City Council approved Resolution No. 80-17, authorizing a consultant agreement with Springsted, Inc. for a Classification & Compensation Study for all unaffiliated positions. The goals of the classification & compensation study were to: (1) determine the appropriate classification of positions using an established objective process; (2) confirm market competitiveness within identified benchmark organizations from both the public and private sector; (3) recommend pay structures that reflect the new job classification structure; and (4) provide an objective process to ensure the new classification & compensation system is maintained according to best practices.

The primary findings of the study were as follows: (1) internal relationships (alignment of positions) did not fully reflect job duties and minimum qualifications; (2) market competitiveness varies by position, though Richland's current salary ranges are, on average, at market; and (3) average market range spreads are different than those found in Richland's current structures.

As a result of the study, the following actions are proposed to create a market competitive, financially-sustainable classification & compensation structure for all unaffiliated positions by doing the following: (1) develop an updated alignment of positions using a job evaluation process consisting of an objective, consistent methodology for placing positions into pay grades; (2) establish market-competitive pay structures that reflect the new alignment of positions and appropriate market data; (3) reduce range spreads (distance from pay range minimum to maximum) to come closer to the market average; and (4) remedy identified inconsistencies between internal worth and external value.

As presented at the October 23, 2018 City Council Workshop, staff recommends approval of Resolution 159-18, amending Exhibit A of the Compensation Plan for Unaffiliated Employees - 2015 and Continuing.

Fiscal Impact:

There is a one-time net implementation cost of \$153,783.26, which is approximately 1.01% of the unaffiliated salary budget for 2019. Anticipating some implementation cost, the City budgeted \$300,000 in the current 2018 budget. The actual cost is 51% less than originally anticipated.

Attachments:

1. Resolution No. 159-18
2. Compensation Plan for Unaffiliated Employees
3. Exhibit A of the Compensation Plan for Unaffiliated Employees

RESOLUTION NO. 159-18

A RESOLUTION of the City of Richland amending
Exhibit A of the Compensation Plan for Unaffiliated Employees
– 2015 and Continuing.

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

WHEREAS, the City 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, **Exhibit A**, attached hereto, reflects an updated alignment of positions, establishes a market-competitive pay structure, reduces the range spreads to come closer to market average, and remedies inconsistencies between internal worth and external value (“2019 Exhibit A”); and

WHEREAS, the City Manager recommends amending the Compensation Plan for Unaffiliated Employees – 2015 and Continuing, effective December 24, 2018 (the beginning of the 2019 payroll year), by replacing the existing Exhibit A with 2019 Exhibit A; and

WHEREAS, no amendments to the remainder of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing are recommended at this time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that 2019 Exhibit A is hereby adopted effective December 24, 2018, which exhibit shall supersede the previously existing Exhibit A of the Compensation Plan for Unaffiliated Employees – 2015 and Continuing.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

CITY OF RICHLAND

COMPENSATION PLAN FOR UNAFFILIATED EMPLOYEES

2015 and Continuing

**Adopted by Resolution No. 200-14
December 16, 2014**



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CITY OF RICHLAND
COMPENSATION PLAN FOR UNAFFILIATED EMPLOYEES - 2015 AND CONTINUING
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Adopted December 16, 2014
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Article I. Introduction

As outlined in Chapter 2.28 of the Richland Municipal Code (RMC), this Plan serves to document and govern the wages, hours and conditions of employment for unaffiliated staff. This Plan 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 and implementing subordinate policies and procedures required under this plan, by law or regulation, or to ensure the safe, efficient and professional operation of the City. These rules are subordinate to Chapter 2.28 Title 2 of the RMC, and where conflicts exist, the RMC shall prevail.

Article II. Term

This Plan is adopted by Resolution No. 200-14, 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.

Article III. Covered Classifications, Definitions and Employment Status

Section 3.01 Covered Classifications

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

Classification Status is either classified or unclassified as defined by Chapter 2.28 of the RMC. EEO-4 Group Status defines the type of work a classification is responsible for performing as defined in the EEO-4 report, and is categorized as Officials and Administrators, Professionals, Technicians, Protective Service Workers, Paraprofessionals, Administrative Support, Skilled Craft Workers, or Service Maintenance. FLSA status is Exempt (Executive, Administrative, or Professional), or Nonexempt as outlined by Federal law. Pay Grade denotes the pay grade and associated minimum, midpoint and maximum, which is assigned to the classification.

The City Manager may add to, delete from or modify 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 process or mid-year budget amendment process, or when this plan is amended from time to time.

Section 3.02 Employment Status

All 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:

Section 3.03 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.

Section 3.04 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 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.

Article IV. Performance Management Process

Section 4.01 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 regular evaluations, referred to as the Performance Evaluation (PE).

(a) 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. 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. 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.

(b) **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.

Overall Performance Rating After individual components of employee performance are rated, the supervisor / manager provides an Overall 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.

(c) **Employee Participation in PAS**

All full-time 40, full-time 30, and part-time unaffiliated employees shall participate in the PAS process for the year provided their first day of work as an unaffiliated employee commences prior to July 1 of that year. Employees hired July 1 or later of each year do not participate in the PAS process for their initial year. However, 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 "exceptional" during his / her initial probationary period or first six-months.

Intermittent 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.

(d) **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 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.

(e) **Pay Structure**

This pay structure entails a Pay Grade, each with a designated Minimum, Midpoint and Maximum as defined below:

Pay Grade	A common pay range which includes a Minimum, Midpoint, and Maximum which may be assigned to many 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 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.

(f) **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 stays at the same pay rate, except that he or she must be paid at least the minimum of the range.

(g) **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 above minimum 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.

(h) **Progression Through the Range**

Employees are able to progress through the range based on performance as documented via annual performance assessments.

(i) **Appeals**

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

(j) **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 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. 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.
- (4) **Reinstatement.** An employee who is reinstated to his/her 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.
- (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 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 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.

Article V. Probationary Period

Except as noted below, all original and promotional appointments for full-time 40, full-time 30 and 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 probationary period. The immediate supervisor, manager or director shall make a periodic written performance assessment 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 approval by the City Manager.

Employees with a status of Unclassified who were hired on or after July 1, 1999 are considered "at will" and not subject to these provisions. 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.

Article VI. Hours of Work and Working Schedules

For all nonexempt employees covered by this Plan, 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 week without authorization. Subject to such forty (40) hour per week maximum, 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 nonexempt classified employees may be required to attend work on specific schedules to achieve operational and service needs.

Section 6.01 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 employments which require varying schedules in the performance of their respective services and duties, such unclassified personnel adapt themselves, their schedules and their services as conditions may arise.

Section 6.02 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 nonexempt.

Article VII. Overtime

Section 7.01 Definition of Terms

(a) Overtime

For full-time nonexempt employees, 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).

(b) Call back

Time worked when a nonexempt 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.

(c) Compensatory Time (comp time)

Paid time off to reimburse a nonexempt employee for time worked in lieu of overtime pay.

(d) Standby

Off-duty time when a nonexempt employee is 'engaged to wait' at the direction of the employer.

Section 7.02 Overtime Pay - Nonexempt

(a) Time and One-half Rate

For nonexempt 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 hours in excess of employee's scheduled forty (40) hour work week 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.

(b) Administration

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 nonexempt job classifications may choose between compensation (pay) or compensatory leave for overtime worked. Compensatory leave will be subject to the following:

- (1) Leave is earned at a time and one-half rate.
- (2) Leave may be accrued to a maximum of eighty (80) hours.
- (3) Leave 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.

(c) **Call Back**

When a nonexempt 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).

(d) **Meals**

The 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.

(e) **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.

Section 7.03 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. Administrative Leave is not compensated upon separation of employment. Use of Administrative Leave is to be approved by an individual's supervisor.

Article VIII. 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. 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 classification), the Director shall give consideration to 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.

Article IX. 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 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.

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.

Section 9.01 Full-time 40 Hour Employees – Primary Health Coverage

For Full-time 40 hour 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 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.

Employee's Elected Tier*	2015	2016	2017 (continuing until amended)
Employee Only	10%	11%	12%
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.

Section 9.02 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.

Section 9.03 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.

Section 9.04 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.

Section 9.05 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.

Section 9.06 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.

Section 9.07 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.

Section 9.08 Deferred Compensation

In accordance with the City's plan document and limitations of federal law, full-time 40 hour, full-time 30 hour, and part-time employees are eligible to voluntarily participate in the City-designated Internal Revenue Code (IRC) section 457 plan or, at initial eligibility only, the City's IRC section 401(a) 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.

Section 9.09 Post-Employment/Retiree Medical Plan & Retirement Health Savings (RHS) Plan

The City provides various retirement benefits to Unaffiliated full-time 40 hour employees.

- a) **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, 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 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.
- b) **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 choose 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.
- c) **Employees remaining eligible for Post-Employment Health / Retiree Medical (PEHRM) Plan.** The City will continue to contribute to the Post Employment / Retiree funding program. The employee will continue to contribute 1% of base salary into his/her RHS account while still an employee and eligible for the Post Employment Health / Retiree Plan. The employee and City will share equally in monthly tiered premiums upon employee's enrollment in the Post Employment / Retiree Medical 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.
 - (1) **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).

Section 9.10 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.

Section 9.11 Optional Coverages

Eligible employees may voluntarily contribute to and participate in other optional benefits offered by the City. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time.

Article X. Leaves

Section 10.01 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 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 employment statuses are eligible for 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.

(a) 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.

(i) Full-time 40, 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.

(ii) **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 31 of each year. Any balances in excess of 500/800 hours will be reduced to 500/800 hours at that time.

(iii) **Pro-ration**

The accrual rate for full-time 30 and part-time statuses is prorated based upon the position's scheduled (i.e. budgeted) hours.

(iv) **Authorized Uses**

Use of PTO is either Scheduled or Unscheduled (see definitions below). Leaves not meeting the below criteria will be considered unexcused absences and may result in disciplinary action. When use of PTO for unexcused absences occurs, it does not indicate approval of the absence itself.

(1) **Scheduled**

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least five (5) work days in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Director or Manager. Depending on the workload of the unit, the supervisor may waive all or part of the five (5) work day notice requirement. Obtaining prior approval constitutes scheduled leave.

(2) **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.

An employee who is unable to report to work due to an unscheduled absence must contact their supervisor in accordance with department/division policy, or absent such a policy, within two (2) hours of the beginning of their scheduled work shift.

With the exception of HR-approved medical leaves (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). It does not include uncle, aunt, niece, nephew or cousin.

(3) Exempt Employee Absences and Use of PTO

Exempt employees who are absent equal to or greater than 4 hours in a day must use PTO to substitute for the time away from work. Even though entitled to Regular pay when absent less than 4 hours in a day, exempt employees on approved FMLA must still record in the time recording system when any absences of less than 4 hours are due to FMLA (recorded as Regular FMLA).

(v) PTO Cash-Out and Buy-Out / Transfer

(1) Optional PTO Cash-out

Full-time 40, full-time 30 and 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 service.

The employee must have at least 200 hours of PTO remaining in his or her accumulation account 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.

(2) Optional PTO Buy-out (Transfer) to ICMA-RC 457 Deferred Compensation Plan

Full-time 40, full-time 30 and part-time 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 his or her accumulation account 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.

(3) **Mandatory PTO Buy-Out (Transfer) to Retirement Health Savings (RHS) Plan**

Effective the second payroll each payroll year, full-time 40 hour employees with current balances as listed below will have an annual PTO buy-out / transfer to the employee's RHS Account. This buy-out / transfer will be processed by Payroll.

20-hours for employees with a PTO balance of 400-599 hours

40-hours for employees with a 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 will be included in this total.

The employee must have taken at least five (5) consecutive PTO days off in the twelve (12) months preceding 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.

(vi) **Pay-Off Upon Termination**

Employees who have successfully completed their initial probationary period with the City shall be cashed out 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 completed their initial probationary period and are subsequently subject to a new probationary period due to promotion or other circumstance shall be cashed out PTO accruals as stated above, without the need to meet the additional probationary period.

(vii) **Donation and Transfer of Paid Time Off**

The policy of the City is to allow employees 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 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.

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.

The leave recipient must pay the employee portion of insurance premiums while using Donated Leave, and will not accrue PTO or Extended Sick Leave while using Donated Leave.

An eligible employee requiring use of Donated Leave shall notify his or her Division Manager 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 approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Exhibit 'B') to Payroll for 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.

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.

(b) **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. ESL is not available to employees participating in the LEOFF I pension system.

(i) **Full-Time 40 Hour Employee Accrual Rate**

Probationary employees. Employees subject to a probation period of 6 months begin accumulating ESL at a rate of four (4) hours per month after the probationary period has been successfully completed. Upon successful completion of probation, these new employees will be credited with twenty-four (24) hours of ESL.

At-will employees. Employees who are at-will begin accumulating ESL upon hire.

(ii) **Accumulation Limit**

Effective the first payroll period of 2012, accumulations of ESL shall be limited to 800 hours.

(iii) **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.

(iv) **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). 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 ten (10) continuous working days. ESL may be used retroactively if the condition persists for over ten (10) working days and PTO was originally requested.

In accordance with state law, when 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 is authorized for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence for full-time 40 hour employees. ESL is authorized for up to twenty (20) hours for bereavement purposes (immediate family as defined above) per occurrence for full-time 30 and part-time employees.

Additional time off may be requested using PTO.

(v) ESL Upon Termination

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

(vi) Donation of ESL

ESL cannot be donated.

Section 10.02 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 a 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 pay 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 pay twenty-five percent (25%) of the employee's unused Grandfathered Sick Leave not to exceed two thousand dollars (\$2,000.00).

Section 10.03 City Holidays and Faith-Based Leave

(1) Holidays

Below are the City's ten (10) designated holidays:

- (1) New Year's Day
- (2) President's Day (celebrated the third Monday of February)
- (3) Memorial Day
- (4) Fourth of July
- (5) Labor Day
- (6) Veterans' Day;
- (7) Thanksgiving Day
- (8) Day after Thanksgiving
- (9) Christmas Eve
- (10) Christmas Day

Full-time 40 hour employees receive a total of eighty (80) hours of Holiday Leave. Holiday Leave for Full-time 30 hour and part-time employees will be pro-rated according to their

scheduled (i.e. budgeted) hours per week. 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.

Nonexempt 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 40 in a work week. Holiday work must be pre-approved by the Director.

(2) 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 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 a 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 Leave without pay.

Section 10.04 Occupational Disability Allowances and Restricted Duty

(a) Disability Leave

Any employee injured on the job who is approved for time loss payments under the State Workers' Compensation 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, 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.

(b) 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 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 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 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 former position. Employees must be temporarily injured and expected to return to their regular duties.

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

employees attending healthcare provider match the available light duty and when the assignment is also approved by the Director and the Human Resources Director.

Section 10.05 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 City employee.

Section 10.06 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 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).

Section 10.07 Military Leave

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.

Section 10.08 Family and Medical Leave

The City Manager shall issue a policy which provides for state and federal family, medical and military leaves.

Section 10.09 Leave of Absence Without Pay

The Department Director may grant a leave of absence without pay up to thirty (30) calendar days for full-time 40, full-time 30 and part-time employees who are past probation. The City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year.

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.

Article XI. Drug Free Workplace and Drug and Alcohol Testing Policy

Section 11.01 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.

Section 11.02 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.

Article XII. Aggregate City Service

The City service date for each employee shall be the employee's date of hire or rehire to an authorized position. For the purpose of leave accrual and other benefits, when an employee changes job status from an ineligible to an eligible position, City service 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.

Article XIII. 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.

Article XIV. Exhibits

Section 14.01 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: _____
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

2019 Exhibit A - Article XIV, Section 14.01, Page 29**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees****(Alphabetical)****Effective December 24, 2018**

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Accountant	20	\$31.29	\$37.54	\$43.80	Classified	Professionals	Professional	1%
Accounting Specialist	14	\$23.35	\$28.02	\$32.69	Classified	Admin Support Workers	Non-Exempt	
Administrative Assistant	13	\$22.24	\$26.68	\$31.13	Classified	Admin Support Workers	Non-Exempt	
Administrative Assistant II	15	\$24.52	\$29.42	\$34.32	Classified	Admin Support Workers	Non-Exempt	
Administrative Clerk	9	\$18.29	\$21.95	\$25.61	Classified	Admin Support Workers	Non-Exempt	
Administrative Services Director	32	\$56.18	\$67.42	\$78.65	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Assistant Buyer	13	\$22.24	\$26.68	\$31.13	Classified	Admin Support Workers	Non-Exempt	
Assistant City Manager	34	\$61.94	\$74.33	\$86.72	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
BCES Communications Manager	23	\$36.22	\$43.46	\$50.70	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Communications Supervisor	19	\$29.80	\$35.76	\$41.71	Classified	First/Mid Offs & Mgrs.	Executive	1%
BCES Emergency Management Manager	21	\$32.85	\$39.42	\$45.99	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Emergency Planner	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	
BCES Information Systems Manager	27	\$44.02	\$52.83	\$61.63	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
BCES Tech Systems Coordinator	18	\$28.38	\$34.05	\$39.73	Classified	Technicians	Non-Exempt	
Building Inspector	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	
Building Official	23	\$36.22	\$43.46	\$50.70	Classified	Professionals	Executive	1%
Building Permit Expeditor	16	\$25.74	\$30.89	\$36.04	Classified	Admin Support Workers	Non-Exempt	
Business Services Manager	23	\$36.22	\$43.46	\$50.70	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Buyer	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	
Cable Communication Coordinator	18	\$28.38	\$34.05	\$39.73	Classified	Technicians	Non-Exempt	
Cable Production Assistant	14	\$23.35	\$28.02	\$32.69	Classified	Technicians	Non-Exempt	
CDBG/HOME Administrator	19	\$29.80	\$35.76	\$41.71	Classified	Professionals	Admin.	1%
Chief Electrical Engineer	30	\$50.96	\$61.15	\$71.34	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Chief of Police	33	\$58.99	\$70.79	\$82.59	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
City Attorney	33	\$58.99	\$70.79	\$82.59	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
City Clerk	22	\$34.49	\$41.39	\$48.29	Classified	Professionals	Executive	1%
City Surveyor	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Executive	1%
Civil Engineer I	18	\$28.38	\$34.05	\$39.73	Classified	Professionals	Non-Exempt	
Civil Engineer II	24	\$38.03	\$45.63	\$53.24	Classified	Professionals	Professional	1%
Code Enforcement Officer	17	\$27.03	\$32.43	\$37.84	Classified	Service Worker	Non-Exempt	
Communications and Marketing Manager	23	\$36.22	\$43.46	\$50.70	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Communications and Marketing Specialist	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	

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City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 24, 2018

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Communications Graphic Designer	18	\$28.38	\$34.05	\$39.73	Classified	Professionals	Non-Exempt	
Community Development Director	31	\$53.51	\$64.21	\$74.91	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Crime Analyst	18	\$28.38	\$34.05	\$39.73	Classified	Technicians	Non-Exempt	
Crime Prevention Specialist	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	
Customer Service Representative	14	\$23.35	\$28.02	\$32.69	Classified	Admin Support Workers	Non-Exempt	
Customer Service Supervisor	20	\$31.29	\$37.54	\$43.80	Classified	Admin Support Workers	Executive	1%
Deputy City Clerk	16	\$25.74	\$30.89	\$36.04	Classified	Admin Support Workers	Non-Exempt	
Economic Development Manager	27	\$44.02	\$52.83	\$61.63	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Electrical Distribution Engineer I	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Professional	1%
Electrical Distribution Engineer II	26	\$41.93	\$50.31	\$58.69	Classified	Professionals	Professional	1%
Energy Services Director	33	\$58.99	\$70.79	\$82.59	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Energy Services Project Manager	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Professional	1%
Energy Specialist	19	\$29.80	\$35.76	\$41.71	Classified	Professionals	Admin.	1%
Engineering and Operations Manager	30	\$50.96	\$61.15	\$71.34	Classified	First/Mid Offs & Mgrs.	Executive	3%
Engineering Technician I	15	\$24.52	\$29.42	\$34.32	Classified	Technicians	Non-Exempt	
Engineering Technician II	16	\$25.74	\$30.89	\$36.04	Classified	Technicians	Non-Exempt	
Engineering Technician III	19	\$29.80	\$35.76	\$41.71	Classified	Technicians	Non-Exempt	
Engineering Technician IV	20	\$31.29	\$37.54	\$43.80	Classified	Technicians	Professional	1%
Equipment Maintenance Supervisor	22	\$34.49	\$41.39	\$48.29	Classified	First/Mid Offs & Mgrs.	Executive	1%
ERP Analyst	24	\$38.03	\$45.63	\$53.24	Classified	Professionals	Professional	1%
Evidence Technician	16	\$25.74	\$30.89	\$36.04	Classified	Technicians	Non-Exempt	
Executive Assistant	17	\$27.03	\$32.43	\$37.84	Classified	Admin Support Workers	Admin.	1%
Field Engineer	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Professional	1%
Finance Director	30	\$50.96	\$61.15	\$71.34	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Fire and Emergency Services Director	33	\$58.99	\$70.79	\$82.59	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Fire Data Analyst	18	\$28.38	\$34.05	\$39.73	Classified	Professionals	Non-Exempt	
Fire Logistics Technician	16	\$25.74	\$30.89	\$36.04	Classified	Admin Support Workers	Non-Exempt	
GIS/CADD Technician	17	\$27.03	\$32.43	\$37.84	Classified	Technicians	Non-Exempt	
Hanford Program Coordinator	20	\$31.29	\$37.54	\$43.80	Unclassified	First/Mid Offs & Mgrs.	Admin.	3%
Human Resources Director	30	\$50.96	\$61.15	\$71.34	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Human Resources Generalist	20	\$31.29	\$37.54	\$43.80	Classified	Professionals	Professional	1%
Human Resources Technician	14	\$23.35	\$28.02	\$32.69	Classified	Professionals	Non-Exempt	

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2019 Exhibit A - Article XIV, Section 14.01, Page 29**City of Richland****Classification, Pay Grades and Salaries for Unaffiliated Employees****(Alphabetical)****Effective December 24, 2018**

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Information Technology Manager	28	\$46.22	\$55.47	\$64.71	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
IT Applications Developer/Integrator	22	\$34.49	\$41.39	\$48.29	Classified	Professionals	Professional	1%
IT Applications Supervisor	26	\$41.93	\$50.31	\$58.69	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Business Analyst	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Professional	1%
IT Customer Service Supervisor	25	\$39.93	\$47.91	\$55.90	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Customer Service Technician I	16	\$25.74	\$30.89	\$36.04	Classified	Technicians	Non-Exempt	
IT Customer Service Technician II	18	\$28.38	\$34.05	\$39.73	Classified	Technicians	Non-Exempt	
IT Network Administrator	22	\$34.49	\$41.39	\$48.29	Classified	Professionals	Professional	1%
IT Operations Supervisor	26	\$41.93	\$50.31	\$58.69	Classified	First/Mid Offs & Mgrs.	Executive	1%
IT Systems Administrator	22	\$34.49	\$41.39	\$48.29	Classified	Professionals	Professional	1%
Librarian I	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Professional	1%
Library Assistant I	9	\$18.29	\$21.95	\$25.61	Classified	Admin Support Workers	Non-Exempt	
Library Assistant II	12	\$21.18	\$25.41	\$29.65	Classified	Admin Support Workers	Non-Exempt	
Library Manager	25	\$39.93	\$47.91	\$55.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Library Page	6	\$15.80	\$18.96	\$22.12	Classified	Admin Support Workers	Non-Exempt	
Library Supervisor	19	\$29.80	\$35.76	\$41.71	Classified	First/Mid Offs & Mgrs.	Executive	1%
Library Technical Support Specialist	15	\$24.52	\$29.42	\$34.32	Classified	Technicians	Non-Exempt	
Maintenance and Operations Supervisor	26	\$41.93	\$50.31	\$58.69	Classified	First/Mid Offs & Mgrs.	Executive	1%
Marketing Specialist	18	\$28.38	\$34.05	\$39.73	Classified	Professionals	Non-Exempt	
Office Coordinator	17	\$27.03	\$32.43	\$37.84	Classified	Admin Support Workers	Executive	1%
Parks and Public Facilities Capital Projects Manager	24	\$38.03	\$45.63	\$53.24	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Parks and Public Facilities Director	31	\$53.51	\$64.21	\$74.91	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Parks and Public Facilities Project Manager	27	\$44.02	\$52.83	\$61.63	Classified	Professionals	Professional	1%
Parks and Public Facilities Supervisor	21	\$32.85	\$39.42	\$45.99	Classified	First/Mid Offs & Mgrs.	Executive	1%
Parks and Recreation Aide	6	\$15.80	\$18.96	\$22.12	Classified	Admin Support Workers	Non-Exempt	
Parks and Recreation Assistant	13	\$22.24	\$26.68	\$31.13	Classified	Admin Support Workers	Non-Exempt	
Parks and Recreation Coordinator	18	\$28.38	\$34.05	\$39.73	Classified	Admin Support Workers	Executive	1%
Payroll Specialist	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Non-Exempt	
Permit Technician	15	\$24.52	\$29.42	\$34.32	Classified	Technicians	Non-Exempt	
Planner	19	\$29.80	\$35.76	\$41.71	Classified	Professionals	Non-Exempt	
Planning Manager	25	\$39.93	\$47.91	\$55.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Plans Examiner	19	\$29.80	\$35.76	\$41.71	Classified	Professionals	Non-Exempt	

Resolution 159-18**Council Meeting November 20, 2018**

2019 Exhibit A - Article XIV, Section 14.01, Page 29

City of Richland

Classification, Pay Grades and Salaries for Unaffiliated Employees

(Alphabetical)

Effective December 24, 2018

Classification Title	Pay Grade	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Classification Status	EE0-4 Group Status	FLSA Status	Non-Match Def. Comp
Police Captain (1)	29	\$48.53	\$58.24	\$67.95	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Police Lieutenant (1)	25	\$39.93	\$47.91	\$55.90	Classified	First/Mid Offs & Mgrs.	Executive	3%
Police Quartermaster	16	\$25.74	\$30.89	\$36.04	Classified	Admin Support Workers	Non-Exempt	
Police Records Specialist	13	\$22.24	\$26.68	\$31.13	Classified	Admin Support Workers	Non-Exempt	
Police Records Supervisor	19	\$29.80	\$35.76	\$41.71	Classified	First/Mid Offs & Mgrs.	Executive	1%
Power Analyst	17	\$27.03	\$32.43	\$37.84	Classified	Professionals	Professional	1%
Professional Land Surveyor	19	\$29.80	\$35.76	\$41.71	Classified	Professionals	Non-Exempt	
Public Works Budget and Contracts Analyst	19	\$29.80	\$35.76	\$41.71	Classified	First/Mid Offs & Mgrs.	Executive	1%
Public Works Capital Projects Manager	27	\$44.02	\$52.83	\$61.63	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Public Works Director	33	\$58.99	\$70.79	\$82.59	Unclassified	Exec/Senior Offs & Mgrs.	Executive	4%
Purchasing Agent	20	\$31.29	\$37.54	\$43.80	Classified	Professionals	Professional	1%
Purchasing Manager	25	\$39.93	\$47.91	\$55.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Recreation Manager	22	\$34.49	\$41.39	\$48.29	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Risk and Safety Program Administrator	21	\$32.85	\$39.42	\$45.99	Classified	Professionals	Professional	1%
Senior Planner	22	\$34.49	\$41.39	\$48.29	Classified	Professionals	Professional	1%
Solid Waste Collection Supervisor	21	\$32.85	\$39.42	\$45.99	Classified	First/Mid Offs & Mgrs.	Executive	1%
Streets Supervisor	21	\$32.85	\$39.42	\$45.99	Classified	First/Mid Offs & Mgrs.	Executive	1%
Survey Technician	16	\$25.74	\$30.89	\$36.04	Classified	Professionals	Non-Exempt	
Traffic Engineer	24	\$38.03	\$45.63	\$53.24	Classified	Professionals	Professional	1%
Transportation and Development Manager	26	\$41.93	\$50.31	\$58.69	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Wastewater Maintenance Supervisor	22	\$34.49	\$41.39	\$48.29	Classified	First/Mid Offs & Mgrs.	Executive	1%
Wastewater/Stormwater Manager	25	\$39.93	\$47.91	\$55.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Water Manager	25	\$39.93	\$47.91	\$55.90	Unclassified	First/Mid Offs & Mgrs.	Executive	3%
Water Operations Supervisor	22	\$34.49	\$41.39	\$48.29	Classified	First/Mid Offs & Mgrs.	Executive	1%

(1) With the approval of the Chief of Police, the Police Captain and Police Lieutenant positions may receive an eight percent (8%) base pay differential as Certification Pay for obtaining a Career Level Certification (CLC) Middle Management Level. In addition, employees assigned to Police Captain and Police Lieutenant positions may receive Education Incentive Pay of five percent (5%) for AA Degree or ten percent (10%) for BA Degree in job related fields of Police Science, Law Enforcement, Political Science, Business Administration, or comparable as determined by the Chief of Police.

Implementation of the 2018 Classification and Compensation study results necessitates certain employees be paid above the salary range maximums until such time as an amended Exhibit A incorporates incumbents' salary

Resolution 159-18

Council Meeting November 20, 2018



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 160-18, Authorizing Relinquishment of a Portion of an Access and Utility Easement at Falconcrest Loop

Department:
Public Works

Ordinance/Resolution Number:
160-18

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 160-18, relinquishing a portion of an access and utility easement recorded under Auditor's File No. 2017-037507.

Summary:

As authorized by Title 24 of the Richland Municipal Code, Bauder Homes, LLC created single family building lots located west of Morency Drive at the top of Little Badger Mountain via a short subdivision. The short subdivision was to be served by a private access street and public utilities occupying easements.

Bauder Homes, LLC, after completion of the short subdivision process, determined to pursue a larger development to be served by a public street. To support its larger project, Bauder Homes, LLC requested relinquishment of a portion of a public access and utility easement lying within its property. As a consequence of the new development approach, the relinquished easement will be replaced with a new public right-of-way in a different location.

After reviewing the proposal, staff finds that the existing easement is no longer necessary, and the new right-of-way location will serve the intended purpose.

As required by state law, a public hearing will be held to allow public testimony on the proposed action. Barring any compelling testimony to the contrary, staff recommends approval of Resolution No. 160-18.

Fiscal Impact:

Limited staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 160-18

RESOLUTION NO. 160-18

A RESOLUTION of the City of Richland declaring surplus a portion of a public access and utility easement recorded under Benton County Auditor's File No. 2017-037507 and lying within 2466, 2472, 2478, 2484 and 2490 Falconcrest Loop.

WHEREAS, Bauder Homes, LLC has commenced development of single-family residential lots west of Morency Drive at the top of Little Badger Mountain; and

WHEREAS, the initial development approach utilized the short subdivision process authorized under Chapter 24.13 of the Richland Municipal Code; and

WHEREAS, in 2017, a 27-foot-wide utility easement was established on the properties at 2466, 2472, 2478, 2484 and 2490 Falconcrest Loop under Benton County Auditor's File No. 2017-037507; and

WHEREAS, Bauder Homes, LLC has determined to change its development approach; and

WHEREAS, Bauder Homes, LLC has requested that this existing easement be relinquished in favor of a new right-of-way in a different location and filed under Benton County Auditor's File No. 2018-026854; and

WHEREAS, staff determined that this existing easement is no longer necessary for public utility purposes, and that the new location will serve the easement's intended purpose; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally acquired for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning this easement relinquishment was published on November 11, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the existing easement, originally acquired for access and utility purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of Lots 1, 2, 3, & 4 of Short Plat No. 3553 as recorded in Volume 1 of Short Plats on Page 3553, and a portion of Parcel 2 of Record of Survey No. 4946 as recorded in Volume 1 of Surveys on Page 4946 records of said County and State and recorded under Auditor's File Number 2017-032364 described follows:

An access and utility easement 27.00 feet in width situate in the Southwest quarter of Section 35, Township 9 North, Range 28 East, W. M., City of

Richland, Benton County, Washington, with 13.50 feet of said width lying on each side on the following described centerline:

Beginning at the intersection of Falconcrest Loop and Morency Drive, as shown on the Plat of Falconcrest Phase 1, recorded in Volume 15 of Plats, Page 454, records of Benton County, Washington; thence North 46°59'00" East 43.09 feet along the centerline of said Morency Drive to a point of curvature monument; thence North 37°41'47" West 23.04 feet to the Northwestern right of way margin of said Morency Drive; thence South 52°18'13" West 43.31 feet along said right of way margin to the Southeast corner of Parcel '1' as shown on Record Survey 4946, said Southeast corner also being the **TRUE POINT of BEGINNING** and to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 125.00 feet (having a radial bearing of S51°40'39" West); thence Northwesternly 86.79 feet along the arc of said curve and the South line of said Parcel '1' through a central angle of 39°46'59"; thence continuing along said South line the following four courses: North 78°06'19" West 158.51 feet to the beginning of a curve, concave to the South, having a radius of 300.00 feet; thence Westerly 103.34 feet along the arc of said curve through a central angle of 19°44'11"; thence South 82°09'33" West 12.27 feet to the beginning of a curve, concave to the North, having a radius of 400.00 feet; thence Westerly 118.82 feet along the arc of said curve through a central angle of 17°01'09"; thence North 80°49'16" West 5.64 feet to the terminus of said described centerline.

Containing 13,104.9 square feet, more or less, according to the bearing and distances listed above and as depicted on **Exhibit A**, attached hereto.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents to release the City's interest in the specific portion of said easement lying within 2466, 2472, 2478, 2484 and 2490 Falconcrest Loop, as depicted in **Exhibit A**, and to deliver the same upon payment.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

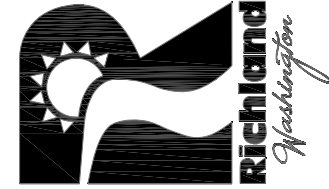
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT "A"



Date: 08/30/2018

Checked: TJBPLS

Scale: 1"=80'

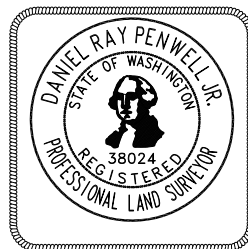
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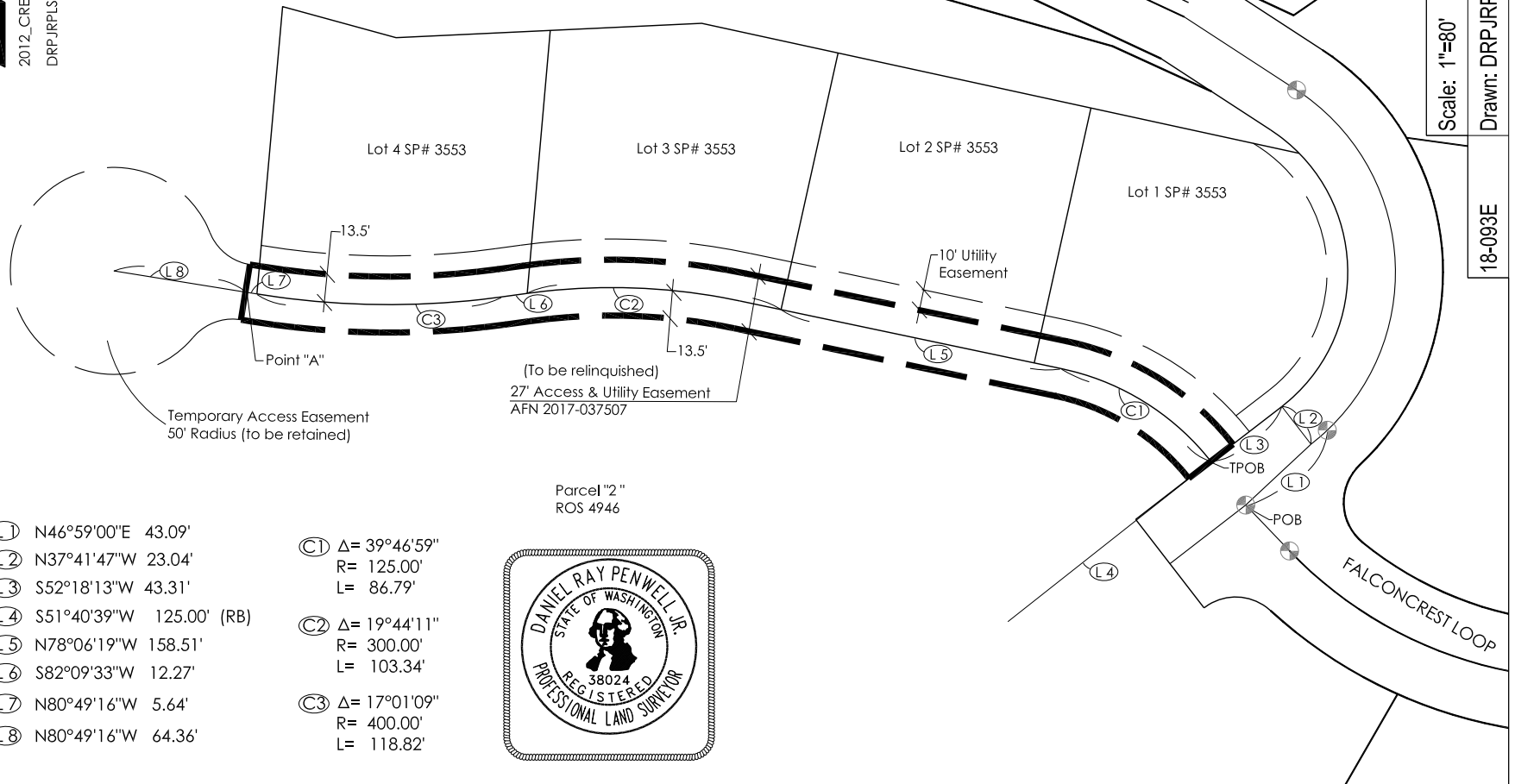
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- ① N46°59'00"E 43.09'
- ② N37°41'47"W 23.04'
- ③ S52°18'13"W 43.31'
- ④ S51°40'39"W 125.00' (RB)
- ⑤ N78°06'19"W 158.51'
- ⑥ S82°09'33"W 12.27'
- ⑦ N80°49'16"W 5.64'
- ⑧ N80°49'16"W 64.36'

- ① Δ= 39°46'59"
R= 125.00'
L= 86.79'
- ② Δ= 19°44'11"
R= 300.00'
L= 103.34'
- ③ Δ= 17°01'09"
R= 400.00'
L= 118.82'



Parcel "2"
ROS 4946





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 161-18, Authorizing Relinquishment of a Portion of a 10-foot Utility Easement at Falconcrest Loop

Department:
Public Works

Ordinance/Resolution Number:
161-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 161-18, authorizing relinquishment of a portion of a 10-foot utility easement as recorded under Auditor's File No. 2018-000186.

Summary:

As authorized by Title 24 of the Richland Municipal Code, Bauder Homes, LLC created single family building lots located west of Morency Drive at the top of Little Badger Mountain via a short subdivision. The short subdivision was to be served by a private access street and public utilities occupying easements.

After completion of the short subdivision process, Bauder Homes, LLC determined to pursue a larger development to be served by a public street. To support its larger project, Bauder Homes, LLC requested relinquishment of a portion of a public utility easement lying within its property. As a consequence of the new development approach, the relinquished easement will be replaced with new public right-of-way in a different location.

After reviewing the proposal, staff finds that the existing easement is no longer necessary, and the new easement location will serve the intended purpose.

As required by state law, a public hearing was held to allow public testimony on the proposed action. Barring any compelling testimony to the contrary, staff recommends approval of Resolution No. 161-18.

Fiscal Impact:

Limited staff time is needed to complete the relinquishment. The requesting party will cover the costs of document recording.

Attachments:

- I. Resolution No. 161-18

RESOLUTION NO. 161-18

A RESOLUTION of the City of Richland declaring surplus a portion of a 10-foot utility easement recorded under Benton County Auditor's File No. 2018-000186 and lying within 2472, 2478, 2484, and 2490 Falconcrest Loop.

WHEREAS, in 2018, a 10-foot-wide utility easement was established on the properties at 2472, 2478, 2484 and 2490 Falconcrest Loop under Benton County Auditor's File No. 2018-000186; and

WHEREAS, Bauder Homes, LLC has requested that this existing easement be relinquished in favor of a new right-of-way in a different location and filed under Benton County Auditor's File No. 2018-026854; and

WHEREAS, staff determined that this existing easement is no longer necessary for public utility purposes, and that the new location will serve the easement's intended purpose; and

WHEREAS, RCW 35.94.040 establishes a process for the disposition of surplus property originally acquired for public utility purposes; and

WHEREAS, as required by state law, notice of a public hearing concerning this easement relinquishment was published on November 11, 2018.

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, and is hereby found to be surplus to the City's needs:

A portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

That portion of Lots 1, 2, 3 & 4 Short Plat No. 3553, as recorded in Volume 1 of Short Plats on Page 3553, and recorded under Auditor's File No. 2018-000186, records of said County and State.

The Northerly 10.00 feet of the Southerly 23.50 feet of said Lots 1, 2, 3 & 4 of said Short Plat.

Containing 4,949.7 square feet, more or less, according to the bearing and distances listed above and as depicted on the attached, **Exhibit A**, attached hereto.

BE IT FURTHER RESOLVED that the consideration in support of this relinquishment, which covers the City's administrative processing fees, shall be paid by the applicant.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute relinquishment documents to release the City's interest in the specific portion of said easement lying within 2472, 2478, 2484, and 2490 Falconcrest Loop, as depicted in **Exhibit A**, and to deliver the same upon payment.

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 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

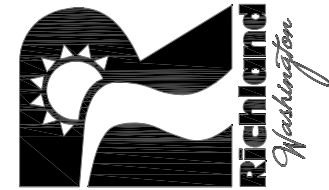
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

EXHIBIT "A"



Date: 08/30/2018

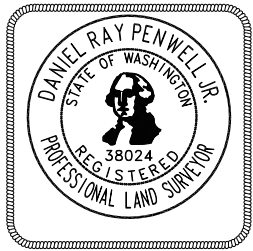
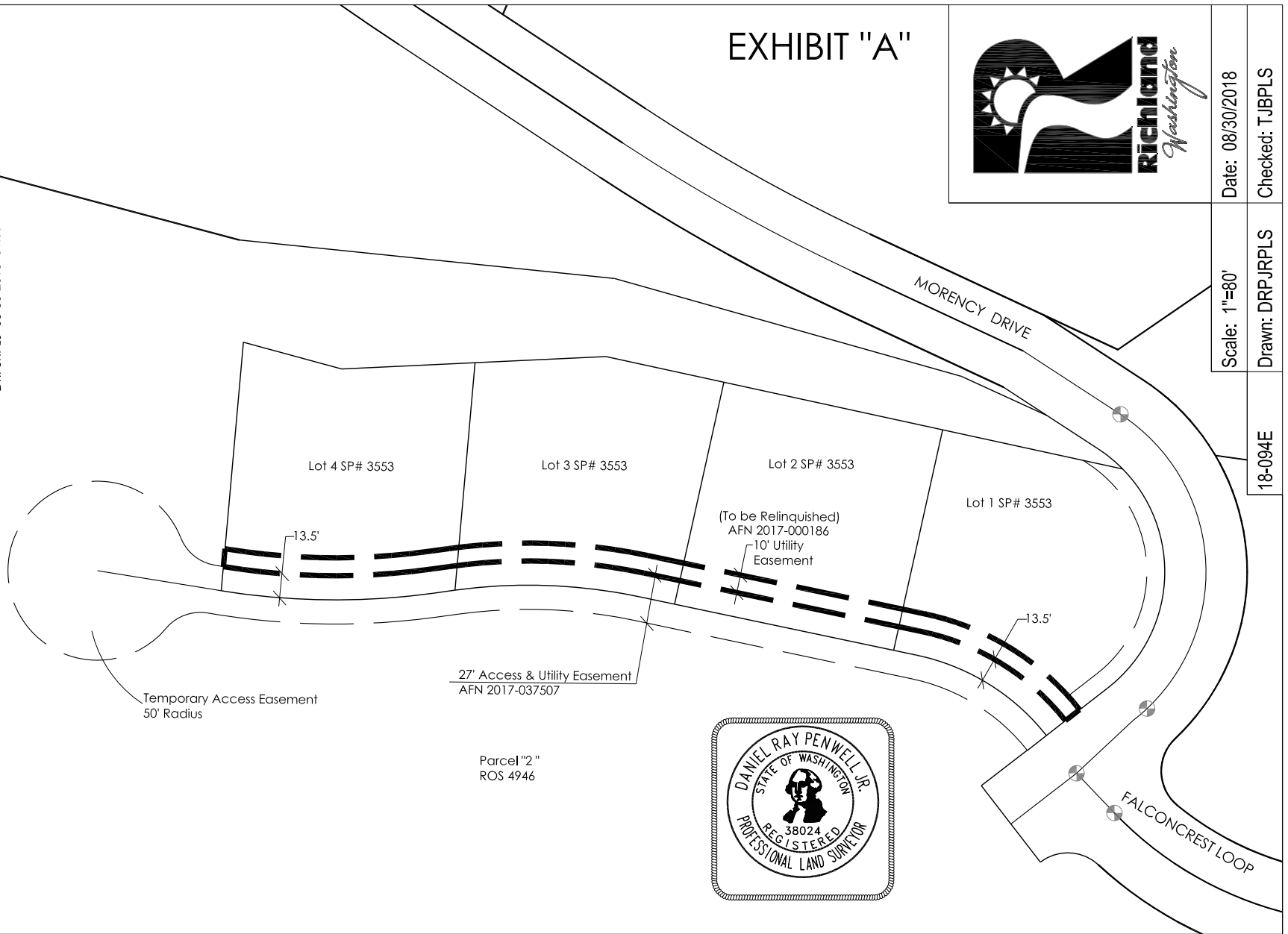
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 162-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File

Department:

Administrative Services

Ordinance/Resolution Number:

162-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 162-18, authorizing the City Manager to sign and execute the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File.

Summary:

In September 2017, the City entered into negotiations with the International Association of Fire Fighters Union, Local Union No. 1052, Rank and File (IAFF-RF). The IAFF-RF represents approximately 55 employees.

The IAFF-RF members ratified the proposed agreement on November 1, 2018. The terms of the proposed agreement include a total compensation package within the approved Council parameters and clean-up of contract language to align with City policies and changing laws and regulations. Wages and benefits are retroactive back to December 25, 2017.

Staff recommends approval of Resolution No. 162-18.

Fiscal Impact:

Yes

Terms of the proposed agreement fit within the City's adopted 2018 budget and Council's collective bargaining parameters.

Attachments:

1. Resolution No. 162-18
2. Proposed 2018-2021 Collective Bargaining Agreement with IAFF-RF

RESOLUTION NO. 162-18

A RESOLUTION of the City of Richland approving the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank & File, and authorizing periodic memorandums of understanding.

WHEREAS, Richland City Council desires to attract and retain qualified employees, and to maintain harmonious relations with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File ("IAFF-RF"); and

WHEREAS, the existing Collective Bargaining Agreement ("Agreement") between the City and the IAFF-RF expired on December 31, 2017; and

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

WHEREAS, throughout the term of the Agreement, the City Manager may desire to enter into memorandums of understanding with the IAFF-RF for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Rank and File is hereby adopted.

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 is authorized, during the term of the Agreement, to enter into memorandums of understanding with the IAFF-RF for operational or administrative purposes, as determined in the discretion of the City Manager.

BE IT FURTHER RESOLVED that the wages and benefit rates under the Agreement shall be effective beginning the 2018 payroll year.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT BETWEEN
CITY OF RICHLAND
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION
RANK AND FILE, LOCAL #1052

2018 - 2021

January 1, 2018 – December 31, 2021

Resolution No. 162-18, Contract No. 358-18



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THIS AGREEMENT is entered into by and between the City of Richland, Washington, hereinafter referred to as the City, and the International Association of Fire Fighters Union, Local #1052, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 -- RECOGNITION

1.1 Unit Description

The City hereby recognizes the Union, as the exclusive bargaining agent for all classifications enumerated in [Appendix "A"](#), and all employees of the Fire & Emergency Services Department except the positions of Battalion Chief (" B C ") and above, non-uniform secretary/clerical positions, employees of the Department that are not uniformed employees as defined by RCW 41.56, and confidential employees.

1.2 Communications and Notices

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

To the City

Human Resources Director
505 Swift Blvd., MS-12
Richland, Washington 99352

To the Union

President
Post Office Box 607
Richland, Washington 99352

ARTICLE 2 -- NON-DISCRIMINATION

Charges of discriminatory conduct by either party to this agreement except claims of discrimination for Union membership or activity are not subject to appeal or disposition through the arbitration procedure set forth herein, but may be taken to other appropriate State and Federal Agencies for adjudication. Nothing in this section shall be deemed to prevent either party from fully representing its constituents and interest in any appropriate forum relative to questions of discrimination except arbitration.

2.1 The City and the Union agree not to discriminate against any employee for the employee's membership or non-Union membership in the Union.

2.2 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 3 -- UNION SECURITY AND PAYROLL DEDUCTION

3.1 Dues Processing

The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and Union dues from the wages of the employees who have authorized such deductions in writing, when a copy of the employee's written authorization is provided by the Union to the City. The City will forward collected fees and dues to the Union each pay period, to the address and name provided by the Union, accompanied by a list of dues-paying employees and the amount of their dues and elected Union-provided benefits.

3.2 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by the employee providing written notice to the City. The City shall provide the Union a copy of the employee's written notice with the first payroll processed that includes the revocation. The City will process the employee's request to end the deduction as soon as administratively feasible, either effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice. For purposes of revocation, the employee may provide written notice by email to the City's Human Resources Director or Finance Director or directly to the Union, who will provide the notice to the City.

3.3 Indemnification

The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with copies of the written employee authorizations furnished to the City by the Union.

ARTICLE 4 -- UNION BUSINESS

4.1 Except as provided in Section 4.2 below, a Union member who is an employee in the bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/City litigation matters, provided (1) he notifies the on-duty BC or above in writing at least forty-eight (48) hours prior to the time off. (2) The City will have sufficient employees available to man the Department during this time off. (3) An employee called in to replace another employee, who is off on Union business (including time spent in face-to-face negotiations), will receive straight time pay and overtime pay as required by the FLSA. The Union will reimburse the City the amount over straight time pay if the cost of replacement exceeds the member's pay at the regular hourly rate. Members of the negotiating team while on duty at said time they are negotiating while within the City of Richland shall be on-duty available for response.

4.2 The City shall deposit twelve (12) hours per bargaining unit position per year into the Union's Business Leave Bank. This bank will be used, at the discretion of the

principal officers of the Union, to offset the cost of time off for Union business (attendance at Union associated conventions, seminars, meetings, etc.). Union Business Leave will be paid back to the City from the leave bank on an hour for hour basis unless the leave causes overtime, in which case, it will be paid back at the overtime rate.

Other than payroll administration, the Union shall be responsible for the administration of the total annual hours that goes into the bank. A maximum of 216 hours may be carried over from year to year. The City shall have sufficient employees available to staff the Department during this time off and an employee called in to replace another employee, who is off on such business, will receive overtime pay, which shall be cost neutral to the City.

The on-duty BC shall be notified by a principal officer of the Union, at least twenty-four (24) hours prior, that a member will be off on Union Business. It shall be the responsibility of the BC to document the absence and arrange for the replacement of staffing if necessary. Union Business Leave shall not affect a member's ability to use accrued leaves or the City's ability to meet operational needs.

4.2.1 In 2009, the Union and the City agreed to create a Union Business Leave Bank (UBLB) by reducing each bargaining unit member's sick leave accrual by two (2) or four (4) hours per month in exchange for depositing twelve (12) hours per bargaining unit position per year into the UBLB.

- 4.3 The Union shall retain the privilege of holding Union Meetings at the Central Fire Station provided that on-duty employees shall, with the exception of the Union President, Vice-President and Secretary remain at their respective duty stations. Audio-visual equipment linking the Central with other stations has been installed by the City, and said audio-visual equipment may be used by the Union for its meetings. Operating costs will be borne by the City. The Union will bear the replacement or repair cost for physical damage to equipment other than warranty or normal wear. In the event the equipment is out of order, one company within four (4) miles of the Central Station may move up to the Central Station for Union meetings.
- 4.4 No Union member or officer shall conduct any Union business on City scheduled active duty/structured duty work time on the City's premises, except during breaks, lunch, regular and special Union meetings or as provided within [Article 4](#).
- 4.5 Nothing in this Article shall preclude the two parties from meeting at reasonable times to discuss areas of mutual concern when mutually agreed.

4.6 Professional Standards

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.

ARTICLE 5 -- ILLNESS, INJURY, AND RETURNING TO WORK

5.1 Occupational Illness and Injury and Occupational Disability Allowance

The City administers employee leaves associated with occupational illness and injury. The City also administers the process by which employees shall reintegrate into the workplace when in recovery, when released to full duty or when restrictions are placed on the employee's full return to duty. Occupational leaves are administered in accordance with this Agreement, Department policies, and City policies enacted to conform to State and Federal laws.

5.2 The City will provide an Occupational Disability Allowance ("ODA") for employees injured or occupationally diseased ("occupational injury") in the line of duty when a claim ("L&I claim") is approved and the employee is determined eligible for time-loss payments under State Workers' Compensation Law. ODA shall substitute for time loss payments the employee would be otherwise eligible to receive, until ODA benefits for the employee are exhausted or the employee otherwise becomes ineligible for time loss payments. Employees shall receive ODA only for hours of their normally scheduled shifts during the approved ODA period.

5.2.1 The City may choose to provisionally approve an employee's eligibility for ODA until a claim determination is made, including determining whether the injury/disease is an approved L&I claim and determining whether the employee is eligible for time loss payments. If an L&I claim or time loss payments are denied, the ODA received by the employee provisionally must be repaid by the employee through payroll deductions from the employee's other available paid time off or through other arrangements for employee repayment to the City.

- 5.2.2 Approved ODA will continue during absences from regular shifts due to the injury/occupational disease, for as long as such job related injury/occupational disease continues, subject to a maximum limit of one (1) calendar year from the determined L&I Claim Date, plus one day. This calendar year of ODA eligibility includes any amount of time the employee worked on a regular duty or on a light duty assignment during that calendar year. After one calendar year, the employee shall be eligible for consideration of time loss payments for the L&I claim, when time-loss is approved by the Department of Labor & Industries, Workers' Compensation division.
- 5.2.3 The shift of injury is considered hours worked and is paid at one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits. This day is not counted against the ODA one-year maximum.
- 5.2.4 The employee shall receive one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits after the employee has missed two (2) scheduled shifts for 24-hour shift employees, or four (4) scheduled shifts for forty (40) hour employees, retroactive back to the first full shift missed. If an employee is not absent for more than two (2) scheduled shifts or four (4) scheduled shifts as described above, the employee shall not be eligible for ODA benefits for the days missed, unless the employee later misses shifts which trigger eligibility within the one calendar year eligibility period of the claim.
- 5.2.5 For the remaining shifts within the ODA calendar year, ODA benefits shall be equal to eighty percent (80%) of regular straight time wages plus normal additional pay and benefits for shifts missed. The employee may choose to make up the remaining twenty percent (20%) of the regular straight time wages with accrued or accumulated sick leave, vacation leave, or State Sick Leave.
- 5.2.6 During the period of ODA, the employee shall continue to accrue all leaves they would have otherwise accrued at a full, unreduced accrual level when the employee is on one hundred percent (100%) pay. When the employee is on eighty percent (80%) pay, their leave accruals shall be reduced to eighty percent (80%) of normal accrual, unless the employee elects to supplement their pay to one hundred percent (100%) using available leaves.
- 5.2.7 Employees on ODA shall receive full, unreduced holiday pay when a holiday occurs while on ODA. The occurrence of a holiday during an employee's ODA leave does not extend the one (1) calendar year ODA maximum by an additional day.
- 5.2.8 The ODA wage is considered "kept on salary" for purposes of time-loss

compensation. Therefore, applicable payroll deductions and contributions, voluntary or otherwise, will only be subtracted from the portion of ODA which is in excess of time loss benefits, and from any optional leave supplement to ODA the employee may have elected when at the 80% ODA benefit level.

5.2.9 Except for taxes and LEOFF retirement contributions, all other applicable payroll deductions and contributions, voluntary or otherwise, shall be subtracted from ODA wages that are equal to time loss benefits. Employees may elect to make LEOFF retirement contributions from ODA wages and thereby continue to earn service credit hours for the ODA wage periods.

5.2.10 ODA wages in excess of time-loss benefits, and optional leave supplement to ODA the employee may have elected when at the 80% ODA benefit level, are taxable wages and subject to required LEOFF retirement contributions.

5.2.11 When the employee has insufficient eligible wages to cover the employee's deductions and contributions, the employee shall pay the balance of only the required deductions and contributions directly to the City each pay period. Voluntary contributions shall cease until and unless the employee's eligible wages are sufficient each pay period.

5.2.12 The City may elect to pay the required deductions and contributions on the employee's behalf. Such payment is contingent upon the employee providing written pre-authorization for the City to deduct from the employee's future wages or the cash value of other available benefits. The employee must also agree in advance to repay the City for required deductions paid on the employee's behalf by direct payment to the City, should insufficient wages or benefits be available with which to repay the City. Such repayment shall occur upon the employee's return to work or separation from employment, in accordance with a schedule determined by the City.

5.3 Returning to Work from Occupational Leave

Employees absent from any portion of one or more normally scheduled shifts due to an approved or pending-approval of an occupational illness or injury leave must receive clearance by the City before returning to duty. Clearance process and documentation requirements are determined by the City, and may include documentation from the employee's healthcare provider(s) and/or, at the City's expense and choice, documentation from the City's choice of designated healthcare provider(s) when the City determines a medical second opinion is appropriate.

- 5.3.1 Employees may be returned to full and unrestricted duty, modified duty, or full duty within a work hardening progression. If more than one employee is eligible for and agrees to an occupational modified duty assignment, the City shall split available work as evenly as possible among the eligible employees assigned to modified duty.
- 5.3.2 Work hardening progression occurs for a period of no more than two (2) weeks, during which the employee shall gradually increase their performance of full duty assignments on their normal shift. Work hardening is not used when the employee is restricted from their normal duty. Rather, work hardening is a brief period during which the employee is released to return to full duty but is required to gradually progress to full, performance of duties at a gradually increasing pace within the two (2) week period approved by the designated healthcare provider(s). Employees on work hardening progressions are not considered part of minimum staffing.
- 5.3.3 Modified duty may include reduced hours; reduced work tasks; reassignment temporarily to work tasks not normally performed by the employee; medical rehabilitation to a maximum of two hours per day; or other approved job modifications; and shall not last longer than three (3) calendar months unless approved by the Human Resources Director and Department Director. Modified duty assignments are completed on the employee's regular shift or, upon approval of the healthcare provider(s) and the Department Director, on an alternate shift. Shift employees assigned to a day schedule on a modified duty assignment while on occupational disability allowance shall revert to the day shift accrual rates for the duration of the day shift assignment, and shall follow the formula for leave conversion as defined in [Article 22](#), and shall receive State Sick Leave accrual from the beginning of the modified duty assignment. Employees on modified duty are not considered part of minimum staffing.
- 5.3.4 A modified duty job description detailing the proposed work the employee shall perform is developed from the designated healthcare provider(s) report detailing the employee's limitations and restrictions, as well as operational needs. The modified duty hours shall not exceed the employee's normal scheduled hours each shift. The designated healthcare provider and the City must approve the modified duty job description. Following this approval, the modified duty assignment must be offered and accepted by the employee prior to the employee returning to work.
 - 5.3.4.1 Employees declining modified duty job description assignments shall lose eligibility for time-loss, and, as a consequence, shall lose eligibility for ODA. These employees shall remain eligible for other benefits allowed under the claim.

5.3.5 Employees shall not be required to report for modified duty assignments during any period that the employee had, prior to the disability, scheduled as a first (1st) or second (2nd) pick of vacation, as provided by the Department vacation policy. The employee, at their option, shall be placed on vacation leave as previously scheduled and shall use accrued vacation leave for all hours of those scheduled days off.

5.3.6 Employees must comply with the requirements of the modified duty or may be removed from the assignment, in order to protect the employee from potential re-injury, aggravation of injury, or slowing of the employee's recovery and reintegration into the workforce.

5.3.6.1 Employees who do not comply with modified duty or work hardening assignments and requirements shall lose eligibility for continued ODA benefits. These employees will also not be eligible for time loss benefits but shall remain eligible for other benefits allowed under the claim.

5.4 Reoccurrence of Occupational Illness or Injury

When an employee has returned to full, unrestricted duty from an occupational claim that has been closed by the Department of Labor & Industries ("L&I"), and L&I subsequently reopen the original claim, the reopened claim shall be treated as a new claim for purposes of ODA benefits.

5.5 Occupational Illness or Injury Extending Past One Year

5.5.1. When an employee's occupational illness or injury leave extends beyond one (1) calendar year, the employee shall no longer receive ODA, and shall be eligible for time-loss benefits when approved under the claim.

5.5.1.1 While on time-loss benefits, neither the City nor the employee shall make LEOFF retirement plan contributions, and the employee shall not earn service credit. The employee may choose to "buy back" service credit when allowed by the Department of Retirement Systems rules.

5.5.2 When an employee has been determined through the claim process to be unable to return to the job they held when they were injured/illness, the City will retain the employee through their period of ODA benefit entitlement. The employee may choose to initiate separation of their employment for medical reasons, and in such cases the City shall provide the employee the remaining ODA wage benefits that are in excess of time-loss wages, and proceed with separation of the employee. The employee may then receive time-loss wages and other benefits if authorized through the claim.

5.5.3 An employee who has exceeded one (1) calendar year on an occupational leave shall retain continued employment only when on a medical leave approved by the Human Resources Director and Department Director. The decision to continue employment shall include considerations of operational need, the prognosis of and timeframe anticipated for returning to the employee's job of injury/illness, the employee's skillset and potential for performance of other jobs in the City or Department, and other considerations of the City. A decision to continue employment under this Section is not binding, and may be amended or rescinded by the City as deemed appropriate at any time.

5.5.3.1 An employee who's employment has not been extended as described in 5.5.3 may be retained as an employee with no entitlement to the employee's job of injury, while a determination and decision is made regarding the availability and appropriateness of other employment and rehabilitation options.

5.6 Non-occupational Illness, Injury and Returning to Work

The City provides and administers various forms of paid and unpaid leave for employees ill or injured in non-occupational circumstances. Employees are entitled to paid time off as specified in this Agreement, to include sick leave and vacation leave or other time off as provided. Employees may also be entitled to State and/or Federal leave, as referenced in [Article 21](#).

5.6.1 Employees on a non-occupational illness or injury who desire modified duty assignment or work hardening progression shall be subject to the same return to work process and approvals as described in this Article for occupational illness or injury and returning to work, when available and at the discretion of the Department Director. Additionally, priority for modified duty is always given to employee(s) on occupational modified duty, and employees on approved non-occupational modified duty may have their assignment ended should the need for an occupationally-injured employee arise. Such employees shall be paid their regular wage during hours they are assigned to an approved non-occupational modified duty or work hardening progression assignment.

5.6.2 Modified duty for non-occupational illness or injury is available only to employees having sick or annual leave time available and shall not constitute a position nor extend beyond available paid leave time.

ARTICLE 6 -- HOLIDAYS

6.1 Except as provided in Section 6.6 for employees working 40-hours per week, it shall be the practice of the City to pay cash compensation in lieu of time off for holidays.

6.2 The following holidays are recognized:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas
Floating Holiday	

Each of the above-listed holidays, except for Christmas and New Year's Day, shall be observed on the same day that the holiday is observed by the City. The Christmas holiday shall be observed on December 25 of each calendar year, and the New Year's Day holiday shall be observed on January 1st of each calendar year.

6.3 The floating holiday shall be paid during the pay period of the employee's choice, as indicated on the employee's time card. All employees shall schedule their floating holiday in a pay period in the year it is accrued. The employee receiving the holiday pay shall be on the same work routine as the remainder of the shift.

6.4 Twenty-four (24)-hour-shift personnel shall be paid 14 hours pay at their regular rate of pay for each recognized holiday during the pay period in which the holiday falls, in addition to the employee's regular pay.

6.5 An employee on any leave except "Leave Without Pay" shall receive holiday pay for any and all holidays occurring during the term of said leave (this includes Occupational Disability Allowance Time listed in [Article 5](#)).

6.6 Forty (40) hour week (day shift) personnel shall receive the above holidays (Section 6.2) off. In the event a holiday should fall on the employee's regularly scheduled day off, the employee shall receive another regularly scheduled workday off in lieu of the holiday.

ARTICLE 7 -- UNION BULLETIN BOARDS

7.1 The City agrees to furnish and maintain suitable boards in a convenient place in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 8 -- CITY RIGHTS AND RESPONSIBILITIES

- 8.1 Subject to the provisions of this Agreement, the Union recognizes:
- A. The prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and;
 - B. That the City reserves those rights concerned with the management and operation of the Department which includes, but is not limited to the following:
 - a) To recruit, hire, assign, transfer, and promote members to the positions within this Department,
 - b) To suspend, demote, discharge, or take other disciplinary actions against members for just cause,
 - c) To determine methods, means, and personnel necessary for the Department operations,
 - d) To control the Department Budget,
 - e) To introduce and use new or improved methods, equipment or facilities,
 - f) To take lawful actions, not in violation of this Agreement, in order to assure the proper functions of the Department.

ARTICLE 9 -- PREVAILING RIGHTS

- 9.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner. These rights and privileges shall include but not be limited to the following:
- a) Employees shall have the right to retain store call in its present form, provided that shift officers shall consider energy conservation in scheduling and implementing store call.
 - b) Employees shall maintain the right to use "crew room" during leisure hours.
 - c) Employees shall maintain kitchen and sleeping rights.
 - d) Employees shall retain guest and personal telephone privileges in local area and agree to charge all personal long distance calls to a non-City number.

ARTICLE 10 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS

- 10.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement.
- 10.2 The Union agrees that it will not condone or cause any strikes, slowdowns, mass sick call

or any other form of work stoppage, or interference of normal operations of the Department during the term of this Agreement.

- 10.3 The Union agrees that its members shall comply in full with the Fire & Emergency Services Department Rules and Regulations, including those related to conduct and work performance.
- 10.4 The City agrees that the Department Rules and Regulations, Policies and Procedures, and Guidelines, promulgated after the effective date of this Agreement, which affect working conditions and performance, shall be posted on the Union bulletin boards, and shall be subject to the grievance procedure, if brought within 15 days of the date the order is posted on the Union bulletin boards, as to whether or not such Rules, Policies and/or Guidelines are in conflict with any provisions of this Agreement.
- 10.5 The Union recognizes the City's right to establish minimum qualifications that must be met by newly hired Firefighters prior to being assigned to shift duties. A copy of these established minimum qualifications shall be furnished to the Union, and any changes to said qualifications shall be provided to the Union at least thirty (30) days prior to implementation of the change or changes. Nothing in this clause shall be viewed as a waiver by the Union of their existing rights to bargain such issues as provided by RCW 41.56, nor does it create any new rights.

ARTICLE 11 -- UNIFORMS

- 11.1 All uniforms, protective clothing, devices required of employees in performance of their duties and cleaning thereof shall be furnished by the City, except dress shoes, shorts, undershirts, socks, and belts, unless the City requires they be worn.
- 11.2 City shall provide four (4) new t-shirts annually and one (1) sweatshirt every other year. They will be laundered by employee.

ARTICLE 12 -- SHIFT TRADES

- 12.1 Employees shall have the right to exchange shifts with equally qualified persons, with the approval of their BCs.

ARTICLE 13 -- PERSONNEL REDUCTION

- 13.1 In the case of personnel reduction, the employee having the least seniority in the Fire & Emergency Services Department shall be laid off first. Time in the Fire & Emergency Services Department shall be given first and utmost consideration. In the case of reduction in rank, time in position shall be given first consideration. If time in position

is equal, scores on the Certification List(s) shall govern, such that the employee with the lowest score on the most recent certification list shall be reduced-in-rank first. If scores on the certification list are equal, then time in the Fire & Emergency Services Department shall govern such that the employee with the least time shall be reduced-in-rank first.

- 13.2 When employees are laid off, their names shall be placed on an employment list in order of seniority, with the employee having the most seniority at the head of the list, and the person with the least seniority at the bottom. This list shall stand for a period of two (2) years and no new employees may be hired during that period until the laid-off personnel have been given the opportunity to return to work.
- 13.3 Persons being re-promoted to positions held prior to being reduced-in-rank shall be re-promoted in the reverse order from which they were reduced in rank.

ARTICLE 14 -- WORKING OUT OF CLASSIFICATION - EFFECT ON PAY

- 14.1 Any person covered by this Agreement who is required to accept the responsibilities and carry out the duties of the position or rank above that which he normally holds shall be compensated in the following manner:
 - 14.1.1 An employee shall receive compensation per shift for a minimum number of hours worked out-of-classification, as set forth below. In the event two (2) employees work an equal twelve (12) hours out-of-classification for the same position, during a twenty-four (24) hour shift, the employee working the 8:00 a.m. to 8:00 p.m. portion shall receive the out-of-classification pay. No more than the compensation set forth below per position, per shift, shall be paid. Any employee working out-of-classification will be paid the higher amount only for those shifts he works out-of-classification. At the completion of six (6) continuous months out-of-classification, the employee will be entitled to the E step rate of pay in the out-of-classification position, so long as the employee continues to work the out-of-classification position. This provision shall apply to all suppression officer positions covered by this Agreement.

0.75% x F step Firefighter for minimum of 8 hours

14.2 Rank and File Captains working in the Battalion Chief bargaining unit

- 14.2.1 If the Battalion Chief ("BC") position is unable to be filled by a BC, then a qualified off duty Rank and File Captain will be called in to work the position of BC.
- 14.2.2 Pay will correspond to the OT Pay Article in the Collective Bargaining Agreement (CBA) for Rank and File, in addition, the employee will receive "Out of

Classification Pay" any time they work in the BC's position.

- 14.2.3 If an eligible Captain is not available, an eligible on duty Captain will be upgraded to the position of BC with the current call-in policy being utilized to replace the Captain who was upgraded to BC. However, if staffing levels allow for a Captain to be upgraded and enough personnel are on duty that a call-in is not necessary then no call-in will take place.

Note: The upgrading of a Captain to the Position of BC will not impact the ability of on duty Rank and File personnel to utilize accrued leaves. (Ex. If a Captain is upgraded to BC and during the shift somebody would like to utilize an accrued leave then they will have the ability to do so, and another Rank and File member will be called in to replace that employee.)

- 14.2.4 Upgrade pay for the on duty Captain who is required to fill the BC position will be two percent (2%) of the monthly pay for F step Captain for any shift or portion of a shift in which they are required to assume the duties of a BC.

- 14.2.5 If no eligible Captains are available or wish to accept the call-in, Rank and File members shall not be ordered in prior to the BC's being ordered in.

- 14.2.6 Rank and File Captains working in the BC bargaining unit is an arrangement intended to promote succession planning. The Department Director and BCs' representatives will meet to update policies related to this section, including limiting overtime eligibility to Captains who are both interested in BC career progression and who are sufficiently qualified for such progression.

ARTICLE 15 -- VACANCIES AND PROMOTIONS

- 15.1 The right to determine whether or not a vacancy in any position covered by this Agreement is to be filled, and, if so, when, is vested solely in the City.
- 15.2 If a permanent vacancy should occur, the City may not through a series of "out of classification" appointments avoid promoting individuals to gain advantage of the lower pay scale provided by this article.
- 15.3 All vacancies shall be filled through a competitive examination process determined by the City of Richland Personnel Committee.
- 15.4 When it is determined by the City that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If

requested by the employee(s), the appointing authority, for informational purposes only, shall give the passed-over candidate(s) valid written reasons for not being selected.

- 15.5 Promotional testing for Lieutenants and Captains will be conducted in a single test in April of even years. Candidates for either rank will be subject to the same processes during the test, including the same study materials, the same applications requirements (exception: the prerequisites for testing described in the job descriptions for each rank remain), the same test components, but with distinct scoring criteria for each rank. Two (2) lists will be formed from the testing process; one for Lieutenant and one for Captain. Promotional lists shall be in effect for two (2) years. The City may void the list if there are less than three (3) names on the list.

Employees remaining on the list will be given a written valid reason for the cancellation.

- 15.6 The provisions of this Article do not apply to the filling of vacancies in positions not covered by this Agreement. See Section 1.1.

ARTICLE 16 -- GRIEVANCE PROCEDURE

- 16.1 A grievance means a claim or dispute by one employee or group of employees with respect to the interpretation and application of the provisions of this Agreement. Any issue that has been appealed to the Personnel Committee with the approval of the Union shall not be considered a grievance or subject to the grievance procedure herein and vice versa.

- 16.2 Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

- 16.3 Grievances as herein defined shall be processed in the following manner:

- 1) **Preliminary Procedure.** An employee or group of employees, who feel they have a grievance, may present such grievance within thirty (30) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted in writing to the employee's supervisor, preferably on a standard form, who shall attempt to resolve it within twenty one (21) calendar days after it is presented to the supervisor; provided that no grievance in this stage shall be pursued beyond the Fire & Emergency Services Director.
- 2) **Step 1.** If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is

necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Fire & Emergency Services Director in writing within fifteen (15) calendar days who shall attempt to resolve it within twenty one (21) calendar days after it has been presented to the Director. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.

- 3) **Step 2.** If the employee or employees are not satisfied with the response of the Fire & Emergency Services Director, the written grievance may be presented to the City Manager, together with all pertinent materials, by Union representatives within thirty (30) calendar days of receipt of the Fire & Emergency Services Director's response. The City Manager shall attempt to resolve the grievance within twenty one (21) calendar days.
 - 4) **Step 3.** Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the City Manager's answer in step 2. The arbitrator shall be a member of the American Arbitration Association (AAA) or Federal Mediation Conciliation Service (FMCS) and shall be selected in accordance with the established procedures of the AAA or FMCS, depending upon which agency is used. The cost of arbitration shall be borne half (1/2) by the City and half (1/2) by the Union. Each party is responsible for its own costs and attorney's fees. The arbitrator shall render their decision based on the interpretation and application of the Agreement. The decision shall be final and binding upon the parties to the grievance, provided that the decision does not involve action by the City which is beyond its jurisdiction, and provided further that the decision of the arbiter is not arbitrary, nor capricious, nor exceeds their authority.
- 16.4 The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 16.5 Neither the arbitrator 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.
- 16.6 No settlement of a grievance shall be contrary to the terms of this Agreement.

ARTICLE 17 -- WAGES

- 17.1 The types of employment and wages for all employees covered by this Agreement shall be listed in [Appendix "A"](#), attached hereto and by this reference incorporated herein.

- 17.2 When an employee assigned to day shift is promoted and transferred back to an Operations Shift, the aforementioned action will result in that employee being placed in the E step of the appropriate range.

ARTICLE 18 -- HOURS

- 18.1 The hours of duty shall be approximately 48.154 hours per week as presently worked, provided a total of seventeen (17) Kelly Days shall be scheduled off. Ten (10) shifts off will be periodically scheduled on a rotating basis. Seven (7) more shifts may be scheduled off, by the employee, prior to July first, on a manpower available basis, or as scheduled in a vacation pick period. Kelly Days shall be scheduled in accordance with Department Kelly Day and Vacation policies.
- 18.1.1 40-hour per week, day-shift positions shall serve three (3) years in position from the time of appointment unless appointed through the Mandatory Assignment Procedure. A member may serve additional years in position at the discretion of the Fire & Emergency Services Director.
- 18.1.2 For employees classified as day-shift positions the hours of work shall be forty (40) hours per week. The work schedule shall normally be four (4) ten (10) hour days. A schedule of five (5) eight (8) hour days per week may be scheduled with the approval of the Director of Fire & Emergency Services.
- 18.1.3 For recruit Firefighters, the hours of work shall be 48.154 hours a week to be scheduled by the Director.
- 18.2 Employee structured work hours, for scheduled activities, shall be 8:00 a.m. to 5:00 p.m. Monday through Saturday. Structured work hours for Sundays shall be from 8:00 a.m. to 12 noon. Holidays except Christmas and Thanksgiving shall be from 8:00 a.m. to 12 noon. Christmas and Thanksgiving shall be from 8:00 a.m. to 10:00 a.m.
- 18.3 The Union and the City recognize that time sensitive projects, public service and education events, training, and other commitments sometimes dictate that work continue into, or occur during, non-structured hours. Both parties agree to strive for balance in such work and the BCs are authorized to approve time during structured hours to off-set crew time spent working during non-structured hours. Emergency readiness, incident response and associated work shall be performed throughout the shift, regardless of structured hours.

ARTICLE 19 -- FIRE EDUCATION INCENTIVE PROGRAM

- 19.1 The purpose of this program is to provide incentive pay for members of the Fire Department to seek additional education in order to meet the ever-changing needs and demands placed

upon the Fire Department.

19.2 This program is based on college degrees within the Fire & Emergency Medical Services Administration or closely related fields of study.

19.3 All applications for education incentive shall be presented to the Fire & Emergency Services Director for approval. Personnel achieving an approved Associate's or Bachelor's degree shall be paid the percentage indicated in Article 19.5 for said degree.

19.4 Approved degree fields for Education Incentive pay include: Fire Service Administration, EMS Administration, Business Administration, Public Administration, and Healthcare Administration, or equivalent as approved by the Fire & Emergency Services Director. Degrees must be attained from a Regionally Accredited College or University in order to qualify for Education Incentive pay.

19.5 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>BA/BS DEGREE/CREDITS</u>
5%	Approved AA degree or 50% BA/BS credit requirements
10%	Approved BA/BS Degree

19.5.1 Completion of an A.A. or A.A.S. degree within the approved degree fields identified in 19.4, or an A.A.S. degree in Fire Science, or equivalent fire science degree as determined by the Director, is eligible for 5% incentive education pay.

19.5.2 For those programs that do not require an AA degree as part of the Bachelor's degree, upon 50% completion of an approved Bachelor's degree, employees may submit a transcript demonstrating that all classes have been passed with at least a 2.0, and a letter from the institution stating that at least 50% of the Bachelor's degree credits have been successfully completed to qualify for 5% education incentive pay.

19.5.3 Completion of an approved Bachelor's degree qualifies the employee for 10% incentive education pay.

19.5.4 To receive Fire Education Incentive Pay, bargaining unit members must provide a diploma, or transcript and letter of 50% completion as outlined in Section 19.5. from a regionally accredited college or university. The effective date of education incentive pay begins the date that all applicable documentation is submitted to the Fire & Emergency Services Director or their support staff.

19.5.5 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

19.6 Education Incentive Pay Program transition

19.6.1 The program outlined in this CBA becomes fully implemented on January 1, 2019. All employees receiving education incentive pay at previous 1% increments on January 1, 2019 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. However, eligibility for any further increases shall be contingent upon meeting the requirements of the updated program set forth above.

19.6.2 A transition period for incumbent employees (employed as of January 1, 2019) will allow employees to either choose to move to the updated incentive education program or continue under the education incentive program outlined in Section 19.7, Grandfathered Education Incentive Education, below, for the duration of this CBA. On January 1, 2022, education incentive pay will be frozen at the level submitted and approved for those employees who have not completed an approved degree. After that date, additional education incentive pay will be subject to the current program parameters.

19.7 Grandfathered Education Incentive Program

19.7.1 This program is based on college units and college degrees within the Fire Service as defined under a Fire Science/Fire Administration Program curriculum. Subjects not related directly to the fire field but part of the requirements or electives towards a degree shall be counted as a part of this program as defined in Section 19.5.

19.7.2 All applications for education incentive shall be presented to the Fire & Emergency Services Director prior to becoming eligible for credit under this program. Personnel achieving an Associate or Bachelor Degree in Fire Science/Fire Administration shall be paid the percentage indicated in Section 19.5 for said degree.

19.7.3 When a Firefighter has not received a degree, courses/credits completed will be accepted under this program as set forth below.

19.7.4 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>AA DEGREE/CREDITS</u>	<u>BA/BS DEGREE/CREDITS</u>
1%	20% of credit requirements	10% of credit requirements
2%	40% of credit requirements	20% of credit requirements
3%	60% of credit requirements	30% of credit requirements
4%	80% of credit requirements	40% of credit requirements
5%	AA Degree	50% of credit requirements
6%		60% of credit requirements
7%		70% of credit requirements
8%		80% of credit requirements
9%		90% of credit requirements
10%		BA/BS Degree

19.7.5 All employees receiving education incentive pay on January 1, 2007 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. Eligibility for any further increases shall be contingent upon meeting the requirements set forth above.

19.7.6 To receive credits for Fire Education Incentive Pay, bargaining unit members must provide a transcript and Fire Science/Fire Administration curriculum from the college issuing the transcript. A letter from the course administrator is required for determination of appropriate credit allowance. Credits offered for pay under this program must have a "C" grade average.

19.7.7 Requests for pay in excess of the 5% step level must be predicated on upper division level credits for classes that fit into a four (4) year Fire Science/Fire Administration curriculum for a four (4) year college degree. Unused service credits to the maximum of thirty (30) may be used as upper division electives if accepted by the college.

19.7.8 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

ARTICLE 20 -- SICK LEAVE

20.1 Sick Leave for LEOFF II Employees

Full-time LEOFF II employees shall accrue sick leave as follows:

Accrual Rate

40 hour per week employees

7 hours per month

24 hour shift employees:

- 1) With less than 1440 hours accrued sick leave 20 hours per month
- 2) With 1440 or more hours accrued sick leave 10 hours per month

Twenty-five percent (25%) of unused sick leave accrued by each LEOFF II employee will be paid to the employee by the City, up to a maximum payout of \$10,000, when such employee separates from service with fifteen (15) or more years of employment with the Richland Fire Department.

- 20.2 Advance of Sick Leave for New Employees. New employees will be advanced a sick leave allowance of 144 hours which is equal to that which would be accrued in 7.2 months at the LEOFF II accrual rate, and will begin their regular LEOFF II accrual at the end of 7.2 months' employment. An employee whose employment terminates for any reason during the first 7.2 months must repay the City for sick leave used in excess of the LEOFF II accrual rate for the period of actual employment.
- 20.3 Employees shall be allowed to donate accrued sick leave to other employees within the bargaining unit with less than thirty-six (36) months of service. A donating employee may give to more than one employee but not to exceed twenty-four (24) hours per receiving employee per year. Receiving employees can receive unspecified number of hours from various donors. Donation does not impact perfect attendance.
- 20.4 Employees working the 40-hour shift schedule shall accrue Washington's paid sick leave (State Sick Leave) in accordance with City policy. Paid sick leave accruing in accordance with Washington law and the City policy is a subset of existing Sick Leave accruals.

ARTICLE 21 -- PAID LEAVES

21.1 Vacation Leave

Regular full-time employees shall accrue vacation time as set forth below, based on length of service with the City. No employee shall be eligible to use vacation time accrued until he/she has worked for the City a minimum of six (6) calendar months.

- 21.1.1 Employees working a 40-hour base week shall accrue vacation time on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Vacation Credit in Hours</u>
1st through 9 years	12
10th through 15 years	14
16th through 20 years	16
Over 20 years	18

21.2 Accumulation of vacation shall not exceed 339 hours at year's end.

21.2.1 Employees working 24-hour shifts shall accrue vacation time on the following basis:

<u>Length of Service</u>	<u>Monthly Rate of Vacation Credit in Hours</u>
1st through 9 years	14
10th through 15 years	16.25
16th through 20 years	19
Over 20 years	21

21.3 Accumulation of vacation shall not exceed 408 hours at year's end.

21.4 Vacation Bonus Days

Regular full-time employee(s) working a 40-hour base week and with one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively. Regular full-time employee(s) working Firefighter (24-hour) shifts who have completed one continuous year of service shall be eligible to earn one (1) vacation bonus Firefighter shift (24-hours) after non-use of sick leave and leave without pay collectively.

21.5 Family Leave

Regular full-time employees shall be granted family leave for injury, illness, birth or death in the employee's family, when employee's presence is needed.

21.5.1 40-hour week employees shall be granted (forty) (40) hours family leave per year. 24-hour shift employees shall be granted seventy-two (72) hours family leave per year.

21.5.2 Hours needed in excess of the limits listed in 21.5.1 shall be charged to sick leave or vacation per the employee's request after being approved by the on-duty BC or above or as provided by State Statute. Sick leave used to extend family leave shall impact the employee's perfect attendance date, unless prohibited by law.

21.5.3 For Family Leave purposes, "Employee's Family" shall be defined as the employee's

spouse, 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, grandfather-in-law, grandmother, grandmother-in-law, grandchild, or any person permanently residing with the employee. Step relatives of the relations listed shall also be considered as part of the employee's family.

21.6 Personal Business Vacation Leave

Regular full-time employees working twenty- four (24) hour shifts shall be granted up to seventy-two (72) hours of personal business vacation leave annually.

- 21.7 Twenty-four (24) hours of the seventy-two (72) hours may be taken at the employee's discretion. Such time must be taken in blocks of eight (8) hours or more. Vacation shall be charged at the applicable overtime rate against the employee's accrued vacation for each hour taken. Discretionary use of personal leave will impact perfect attendance.

Forty-eight (48) hours of the seventy-two (72) hours may be taken for those situations which require the employee's presence and which cannot be scheduled to another time. Examples include: child care, business appointments. Recreational or other pleasure activities are not included. The determination of whether the situation qualifies for such leave rests solely with the City. The City may request documentation to support the justification for the use of such leave. Vacation shall be charged for the exact amount of leave used.

Employees not using personal business vacation leave in a calendar year shall receive twenty-four (24) hours of bonus vacation accrual to be paid cash compensation in lieu of time off. Employees transferring from days to shifts or vice-versa shall have the bonus prorated for amount of time spent on shift. An employee separating from service shall receive compensation at the prorated rate for time served. New hires shall receive compensation at the prorated rate for time served.

- 21.8 Eligible employees will be allowed up to twelve (12) weeks of unpaid leave in accordance with the Family Medical Leave Act ("FMLA"). The City may require an employee to use any and all accrued leave as part of the FMLA leave. Other State or Federal laws may provide other protected paid or unpaid leave, and the provisions of this section are not intended to expand upon federal or state law.

21.8.1 Employees are entitled to receive notice of their eligibility for and right to use various State and Federal leaves. In order to ensure employees receive the required notifications from Human Resources ("HR"), when employees use paid or unpaid time off for absences due to their own or a family member's illness or injury exceeds three normally scheduled shifts, human resources shall be notified of the absences and anticipated return, if known. Such notification shall be provided by the employee's

command staff. Additionally, the employee may choose to notify HR directly.

21.8.2 Employees on non-occupational sick leave for their own illness or injury who choose to utilize State or Federally protected leave concurrent with sick or other paid time off, or as unpaid leave following use of paid time off, shall be subject to the City's requirements for use of that State/Federal leave and associated City policies, to include City requirements for returning to work.

21.9 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 during the absence on account of the jury or witness service. The employee shall endorse to the City any amount of jury or witness fees (exclusive of mileage) the employee is paid.

21.10 Vacation Leave Donation/Transfer

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

An employee is eligible for donated vacation 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.

Recipients are limited to receiving 240 hours of donated leave for any one incident or illness and may not request donated vacation leave more than one time in any concurrent five (5) year period.

An eligible employee requiring use of donated vacation leave shall notify their department director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval. Human Resources is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (available on the intranet) for City-wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

- 1) A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
- 2) Vacation 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 10 hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with 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 actual donations needed each pay period will be used by Finance during payroll processing. If the recipient does not use all the leave donations offered by employees, the donation forms shall be destroyed by Finance.

ARTICLE 22 -- LEAVE CONVERSION AND MAXIMUM USAGE

- 22.1 Because shift changes are usually accomplished during the first part of the year, Family and Emergency Leave hours shall be restored to the appropriate maximum granted in [Article 21](#) whenever an employee transfers from a 40-hour per week position to a 24-hour shift position, or vice versa.
- 22.2 Whenever an employee changes from 24-hour shifts to days, Sick Leave and Vacation accrual totals shall be multiplied by 0.83088. When changing from days to 24-hour shift, Sick Leave and Vacation shall be multiplied by 1.2035. The multipliers are based on hours worked per week.

The accrual rates shall be changed to reflect the appropriate rate for the position being worked on the last day of each month. Accruals by 40-hour shift employees who then convert to a 24-hour shift shall be managed in accordance with City State Sick Leave policy.

22.3 Leave of Absence Without Pay

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 Fire & Emergency Services Director. Prior to requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, 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.

A regular full-time employee with a minimum of five (5) 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 requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, the employee will not accrue sick leave, vacation leave or any other benefits, and the employee's seniority will be frozen. Upon return from such leave, the employee may 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.

ARTICLE 23 -- OVERTIME PAY

- 23.1 All overtime work for 24-hour shift employees shall be compensated at one and one-half (1.5) times the regular hourly rate of pay, except as provided in Section 23.1.1 and 23.1.2 and subsections thereof.
 - 23.1.1 For Rank and File bargaining unit members regularly working a 40-hour base week, who are on a scheduled leave or day off and assigned to a shift for overtime, shall be paid at 1.5 times the member's current rank equivalent for an Operations Division employee's rate of pay (at the appropriate step) calculated on a 2504 scheduled hours work year (48.154 hours per week x 52 weeks per year). For example, the Assistant Fire Marshal with the rank of Lieutenant at F step shall be paid for overtime worked on a 24-hour shift at the rate of an Operations Fire Lieutenant, F Step.
 - 23.1.2 Classroom time or other related preparation time, outside of normal working hours, for department-*required* training, training related to maintaining EMS, Haz Mat, and TRT certifications as outlined in [Articles 27](#), [33](#), and [38](#), and training required as part of individual staff assignments (i.e. SCBA Technician, Fire Investigator, SME, etc.) shall be compensated at the employee's regular overtime rate. Course registration, fees, travel, or other related costs are addressed by Department policies.
 - 23.1.2.1 Classroom time or other related preparation time, outside of normal working hours, for training that is not *required* but nonetheless the employee has been approved to attend and is directly related to the employee's current work shall be compensated at the Training Rate of one and one-half (1.5) times the current minimum wage rate. Course registration, fees, travel, or other related costs are addressed by Department policies.
 - 23.1.2.2 Classroom time or other related preparation time, outside of normal working hours, which is for purposes of promotional preparation,

development of skills outside the scope of current work, training that is primarily for the benefit of the employee and not the city, attainment of certifications outside the scope of current work, and formal education (i.e. for-credit college courses) shall be non-compensable. Course registration, fees, travel, or other related costs are addressed by Department policies.

23.1.2.2.1 When registration for an otherwise non-compensable course (as described under 23.1.2.2, above) requires the employee to obtain Richland Fire Department approval in order to attend, the Department's approval shall not be construed so as to change the nature of the course from non-compensable to compensable. The employee's attendance at the course does not constitute a work assignment and is non-compensable.

23.1.3 When mutually agreed, the City may grant day shift employees (40 hour per week workers) compensatory time off in lieu of overtime pay. Such compensatory time shall be granted at 1-1/2 times overtime hours worked and shall be scheduled for use at a time, which is mutually agreeable to the City and employee. In no event shall compensatory time accrual exceed two hundred (200) hours; and compensatory time shall either be used, or overtime hours be paid at 1-1/2 times the regular hourly rate of pay, within 12 months of when the overtime was performed.

23.1.4 Minimum overtime pay shall be equivalent to four (4) hours straight pay for all call backs, exception hold over pay.

23.2 The parties agree to the current departmental Overtime Policy, except to the extent it is in conflict with this Article.

ARTICLE 24 -- INSURANCE

24.1 Health Insurance

24.1.1 The City and employee as represented by IAFF Local 1052 shall share the cost for health insurance coverage for employees and their dependents.

24.1.2 During the term of this agreement, unless otherwise indicated per [Appendix C](#), the employee shall contribute 1.75% of "F" step rate of Firefighter monthly base salary towards the cost of the PPO+ Plan and then towards the LEOFF Health and Welfare Trust 6B plan upon its effective date. The City will contribute

the balance of the cost. All bargaining unit members will transfer medical and vision coverage to the LEOFF Trust Plan 6B effective February 1, 2012. IAFF members shall retain the City medical plan for the month of January 2012.

24.1.3 In conjunction with the IAFF members transfer to the LEOFF Trust Plan, an individual Health Reimbursement Account (HRA) shall be established with A.W. Rehn and Associates. Annual contributions will be prorated and contributed monthly by the City for each bargaining unit member as follows:

- a) An HRA annual contribution in the amount of \$4,500.00 will be made by the City for each member with dependent(s) and \$2,250.00 contributed for each member without dependents. HRA set up and annual fees shall be paid by the City, not to include an HRA debit card, which shall be borne by the employee. The HRA contributions will be prorated for all future members hired or terminated during the term of this agreement.

24.1.4 At the end of each annual claim submission period as determined by A.W. Rehn and Associates, excess monies in each HRA account will roll into an individual Health Savings Account ("HAS")/Voluntary Employee Benefit Association ("VEBA") account. All fees associated with said HSA/VEBA will be at the expense of the member.

24.2 Dental Plan

The City will pay for a dental plan which covers the employee and all of the employee's eligible dependents.

24.3 Vision Plan

Vision benefits are included through the LEOFF Health and Welfare Trust 6B Plan. The cost of the City's vision insurance plan will be part of the cost of medical coverage used in [Appendix C](#).

24.4 Post-Employment Health Program

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one-time opportunity to fund a post-employment health program. In lieu of participation and the long term funding requirements for this new benefit program, IAFF Local 1052 elected to take additional wages. As a result, it is understood that IAFF Local 1052 members are not, nor shall at any time in the future be, eligible to participate in the City's post-employment health benefit program.

24.5 Life and Accidental Death & Dismemberment Insurance

The City will maintain basic Life and Accidental Death & Dismemberment ("AD&D") policies which provide an employee death benefit equal to two (2) times an employee's

annual base salary, and a nominal basic life insurance benefit for spouse and child/ren. The City shall offer an employee-paid supplemental life and AD&D benefit.

ARTICLE 25 -- PRODUCTIVITY

- 25.1 The City and the Union shall work together to meet the production requirements of the Fire & Emergency Services Department to provide the public with efficient and courteous service, to encourage good attendance of employees on regular duty; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 26 -- NOTIFICATION OF ABSENCE

- 26.1 Employees not able to report for duty at the beginning of a scheduled shift or shifts for reasons of sickness, disability, or other unscheduled absence causes, shall notify the on-duty shift supervisor prior to 0700 on the date of the scheduled work shift or shifts.
- 26.2 Employees may be excused from multiple notifications if the absence is known or expected to extend beyond the initial shift. Should circumstances preclude or inhibit an employee's ability to make notification of absence prior to 0700, the employee shall make such notification as soon as reasonably possible to do so.
- 26.3 40-hour week employees not able to report for duty at the beginning of a scheduled shift for reasons of sickness, disability, or other unscheduled absence causes shall, prior to 0700, notify the on-duty BC and the employee's supervisor by phone (cell phone). A follow-up e-mail should be sent to the supervisor if possible.

ARTICLE 27 -- MEDICAL CERTIFICATION/RECERTIFICATION & TRAINING

- 27.1 All employees in the Firefighters classification shall, as a condition of employment, be at least EMT certified. This certification must meet the Washington State Department of Health requirements in effect or as amended.
- 27.2 Initial Certification
The cost of tuition and books for any class to achieve any of the initial medical certifications listed in [Appendix "A"](#) and ["B"](#) shall be paid initially by the Employer contingent upon the employee successfully completing the class. Should the employee not successfully complete the class, the costs of the tuition and books shall be reimbursed to the Employer by the employee through payroll deduction, amortized over the next six (6) months. Should the employee terminate employment with the Employer before the total cost is reimbursed, the remaining costs shall be withheld from the employee's final paycheck. The cost for the second and subsequent failed

examinations for initial certifications shall be the sole responsibility of the employee.

27.2.1 Should the employee opt to have the City of Richland fund their paramedic certification, the employee will commit five years as a Paramedic for the Richland Fire & Emergency Services. To be eligible for City paid paramedic training and time, the employee shall provide all forms and documentation required. Should the employee not fulfill their commitment for any reason other than a medical retirement, the employee shall repay the cost of tuition and books on a pro rata basis, as outlined below. The Fire & Emergency Services Director may, in extenuating circumstances, waive repayment of some, or all, of the tuition and book costs.

Day 1	-	Year 1 (inclusive) to Anniversary Date	=	100% (tuition & books)
Day 1	-	Year 2 (inclusive) to Anniversary Date	=	80% (tuition & books)
Day 1	-	Year 3 (inclusive) to Anniversary Date	=	60% (tuition & books)
Day 1	-	Year 4 (inclusive) to Anniversary Date	=	40% (tuition & books)
Day 1	-	Year 5 (inclusive) to Anniversary Date	=	20% (tuition & books)
Day 1	-	Year 6 (inclusive) to Anniversary Date	=	0%

The City shall allow a minimum of one approved outside medical training opportunity, per paramedic, per certification period. Such training opportunity is subject to the provisions of [Article 23](#) Overtime Pay, and in accordance with City travel policy regarding travel expenses.

27.2.2 The City shall relieve Paramedics for ACLS and PALS classes required for certification and recertification in Benton and Franklin County and pay the required tuition and books for said ACLS and PALS classes in addition to the above stated class expenses and time off.

27.2.3 Paramedic students shall not be paid overtime to attend class while off- duty. A Paramedic student who accepts overtime but leaves to attend class will be taken off duty and replaced, if necessary. A Paramedic student who accepts a trade will have to have a replacement trade to attend class. Upon completing one (1) year as a certified paramedic, and annually for the next four (4) years, the paramedic shall receive an annual lump sum payment equal to 1.40% of the top step Firefighter's annual base salary in effect at the time of payment, for a total of five (5) lump sum payments. Prior to each new paramedic class, this amount will be mutually agreed to by the Union and management.

27.3 All approved off-duty class time for officers and Firefighters necessary to achieve an authorized medical certification listed in [Appendix "A"](#) and [Appendix "B"](#) shall be paid for at the base hourly overtime rate of pay except as noted in 27.2.3 . Class time while on-

duty shall be allowed when manpower permits and call in shall be utilized to allow employees to go to class when manpower does not otherwise permit them to go. Class time shall not impact other employees' rights to schedule vacation time off as presently allowed, provided there are sufficient employees available for call in if necessary to cover the student class time.

- 27.4 The City shall pay off-duty paramedics and paramedic students overtime to attend live Ongoing Training and Education Program ("OTEP") and Medical Program Director ("MPD") meetings up to a maximum of eighteen (18) annually. Paramedics shall be paid for required training to maintain certifications (ACLS, PALS, and Advanced Airway Course).
- 27.5 Duties of paramedics shall include teaching Department medical classes as assigned.
- 27.6 Bargaining unit employees who have or will obtain Washington State Paramedic Certification must maintain that Certification and perform paramedic work for the term of that State Certification, unless specifically approved by the Fire & Emergency Services Director.
 - 27.6.1 In the event that a paramedic has a lapse in state certification and/or loses protocol privileges from the Medical Program Director, and is unable to practice as an ALS provider for greater than sixty (60) calendar days, the employee's paramedic pay shall be suspended beginning the 61st calendar day until such time that the state certification is renewed and/or protocol privileges are reinstated by the Medical Program Director. If suspension is due to lacking an ACLS, PALS or an advanced airway class, upon approval of the Fire & Emergency Services Director, suspension of paramedic pay may be deferred up to the next available local class.
 - 27.6.2 Employees with lapsed certification as described in 27.6.1 may be subject to disciplinary action if they do not maintain eligibility to perform paramedic duties for the full three (3) year state certification period as required in 27.6.

ARTICLE 28 -- TERMS OF SUCCESSORSHIP

- 28.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto; or affected, modification, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto; or by the change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 29 -- PROBATIONARY PERIOD

- 29.1 All newly hired employees shall serve a twelve (12) continuous month probationary period. Probationary employees who take any type of continuous paid and/or unpaid leave period greater than ninety (90) calendar days during their probation period shall have their probation extended for the same number of calendar days the employee was on leave, for each 90-day or greater leave period. The City may terminate employment of a new hire probationary employee at any time, without cause, during the probationary period.
- 29.2 Newly promoted officers shall serve a twelve (12) continuous month probationary period. If the six (6) month appraisal is satisfactory, the officer will receive a merit increase to the next higher step. Newly promoted officers who take any type of continuous paid and/or unpaid leave period greater than (90) calendar days during their probation period shall have their probation extended for the same number of calendar days the employee was on leave, for each 90-day or greater leave period. Employees promoted to a higher position in the bargaining unit who fail probation shall have the right to bump to their previous rank.
- 29.3 Temporary or provisional time spent on an upgrade in conjunction with a permanent appointment, if continuous, will be credited towards the probationary period and merit increase. The permanent appointment date establishes the time in grade.

ARTICLE 30 -- TERM OF AGREEMENT

- 30.1 This Agreement shall be and hereby does become effective January 1, 2018, and shall remain in full force and effect up to and including December 31, 2021, and from year-to-year thereafter; provided, that either party wishing to terminate or amend the same, shall notify the other party within the time limits provided by state law.

ARTICLE 31 -- SAVINGS CLAUSE

- 31.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 32 -- LONGEVITY PAY

- 32.1 Members of the bargaining unit that have completed twenty-five (25) years of service with the City shall receive longevity pay equal to five percent (5%) of their base pay.

ARTICLE 33 -- HAZARDOUS MATERIALS TEAM

33.1 The City agrees to pay up to a maximum of nine (9) bargaining unit members specialty pay for participation on the Tri-County Hazardous Materials Response Team ("HMRT"). Such pay shall be equal to three and one-half percent (3.5%) of top step Firefighter pay per month starting the on the date of appointment to the team.

33.2 When there are less than nine (9) Department members on the HMRT, the City shall post openings for a minimum of thirty (30) days. Team members shall be selected from applications received by the Department. Selection and appointment to the team will be based on:

- a) Review of the applicants' qualifications as submitted in their application packet.
- b) A statement of the applicant's commitment in writing.
- c) A written recommendation from a supervising officer.
- d) A written recommendation from at least one current HRMT member.
- e) Approval of the Department Director.

In the event that the appointing authority judges two or more applicants to be equally qualified, the position will go to the member with the highest seniority. The appointment shall be made within ninety (90) days of the written notification of a team opening to the Fire & Emergency Services Director.

Prior to final appointment, the selected applicant must pass a baseline Haz Mat medical physical.

33.2.1 The cost of tuition and books for any class to achieve HMRT status shall be paid by the City, contingent upon the employee successfully completing the class. Classes taken prior to acceptance as a HMRT member trainee, which are requirements for team member status, will not be subject to reimbursement.

Should the employee not successfully complete the class, the cost of tuition and books shall be reimbursed to the City by the employee, through payroll deduction, amortized over the next three (3) months. Should the employee terminate employment with the City before the total cost is reimbursed, the remaining costs shall be withheld from the employee's final paycheck.

33.2.2 All approved off duty class time for officers and Firefighters necessary to achieve HMRT member status, shall be paid at the base hourly overtime rate of pay. Class time, while on duty, shall be allowed when manpower permits, and call-ins shall be utilized to allow employees to go to class when manpower does not otherwise permit them to go. Class time shall not impact other employee's rights to schedule

vacation time off, as presently allowed, provided there are sufficient employees available for call-in, if necessary, to cover the student class time.

33.3 Team members shall remain on the HMRT for a minimum of three (3) years from the date they begin hazardous materials training after they are selected for the HMRT by the City for HMRT training. Team members may be removed from the team if a problem or condition occurs, including failure to meet the minimum required annual training hours, which would reasonably prevent or limit the members' effectiveness on the team, or when a majority of other HMRT members feel the removal is necessary, or other good cause. Members may resign from the team after three (3) years of membership by notifying the Department in writing. Should the City withdraw from participation on the HMRT and cease to provide that service, then members of the team shall be considered as having left the team for cause.

33.4 Off duty team members shall be paid at their regular overtime rate of pay for the following items:

- a) All emergency response time;
- b) Required HMRT meetings;
- c) All required training time (drills and classes).

On- duty members shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit members rights to use their leaves (including moving of Kelly Days).

HMRT members shall be required to attend a minimum of twenty-four (24) hours of team training per year.

33.5 HMRT members shall not be required to carry pagers.

33.6 The responsibility and authority for the operation of the HMRT, including policies and procedures, rest solely with the Board of Directors. The parties recognize the HMRT's Board of Directors right to assign HMRT members to perform functions associated with ensuring the success of the HMRT. Said assignments shall fall under Section 4 of this Article.

33.7 If significant changes to the related conditions or procedures are proposed or enacted, this Article will be reopened at the request of either the City or the Union to negotiate the impact of such changes.

ARTICLE 34 -- AGREEMENT TO BARGAIN

34.1 Nothing in this agreement is to be considered as a waiver by the Union of their rights

to request and require bargaining on any changes initiated by the City which impact hours, wages, or working conditions.

- 34.2 The City Manager or designee is fully authorized to enter into Memorandums of Understanding ("MOU") and Memorandums of Agreement ("MOA") with IAFF Local 1052.

ARTICLE 35 -- GROOMING STANDARDS

The uniformed members of the Richland Fire & Emergency Services Department will maintain a standard of grooming and a reasonable uniformity of appearance, as defined in the Department policy. The policy addresses both safety standards as well as ensuring employees impart to the public we serve, an image of competence, efficiency and pride in the City and the Department. The policy shall ensure employees are groomed in such a way as to inspire confidence by the public.

ARTICLE 36 -- DRUG & ALCOHOL TESTING POLICY

- 36.1 Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee, who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

Such voluntary action must be done prior to any act or reasonable suspicion that would result in being asked to submit to discovery testing and/or disciplinary action.

It is understood between the parties that the disciplinary action referred to here in Article 36.1 of the Collective Bargaining Agreement may be termination of employment if, through the commitment of such an act as described in this article, results in personal injury or death of a City employee or member of the general public; destruction of or damage to City equipment or property; destruction of or damage to public or private property.

Other such infractions as covered by this Article shall be dealt with in accordance with their merits.

- 36.2 Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

- 36.3 For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion:

- 36.3.1 Reasonable Suspicion is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type of Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCHA)	50	15
Cocaine metabolites Benzoylecgonine	150	100
Opiate metabolites Codeine/Morphine Codeine Morphine	2000	2000 2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25

Amphetamines – AMP/MAMP Amphetamine (AMP) Methamphetamine (MAMP)	500	250 250 (specimen must also contain at least 100 ng/ML of amphetamine)
Methylenedioxymethamphetamine (MDMA) Methylenedioxyamphetamine (MDA) Methylenedioxyethylamphetamine (MDEA)	500	250 250

Level of the positive result for ethyl alcohol....0.04 gr/dl

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

36.4 If an employee is required to submit to a drug test, the following procedure shall be followed:

- 1) The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.
- 2) The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Union representative may be present during this discussion.
- 3) The City may request urine and/or blood samples.
- 4) Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee

shall not be observed by the City when the urine specimen is given.

- 5) All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Union representative and proper chain-of-custody procedures shall be followed.
 - 6) The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.
 - 7) If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.
 - 8) At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
 - 9) The City, the employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available by the Medical Review office.
- 36.5 The Medical Review Office shall be chosen and agreed upon between the City and the Union. The role of the Medical Review Office will be to review, interpret and confirm positive test results and communicate the results as previously specified. The Medical Review Office shall review all pertinent medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- 36.6 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.
- 36.7 The employee has the right to challenge any discipline imposed in the same manner that the employee may grieve another Employee action.
- 36.8 Changes to this Article regarding applicable statues and DOT standards pertaining to substance abuse and a drug free workplace will be addressed in labor management.

ARTICLE 38 -- TECHNICAL RESCUE TEAM

- 38.1 The City agrees to pay up to a maximum of nine (9) bargaining unit members specialty pay for participation on the Technical Rescue Team ("TRT"). Such pay shall be equal to three and one half percent (3.5%) of top step Firefighter pay per month starting on the date of appointment to the team.

TRT members shall, at a minimum, be trained to meet the requirements of Technical Ropes, Confined Space Rescue, and Trench Rescue Technician meeting NFPA 1670 and 1006 requirements. Additional disciplines may be added to meet operational needs in the future. In the event that the selected candidate does not already have the minimum required training, the cost of attaining the certification/training shall be covered by the City.

- 38.2 When there are less than nine (9) Department members on the TRT, the City shall post openings for a minimum of thirty (30) days. Team members shall be selected from applications received by the Department. Selection and appointment to the team will be based on:

- 1) Review of the applicants' qualifications as submitted in their application packet.
- 2) A statement of the applicant's commitment in writing.
- 3) A recommendation from a supervising officer.
- 4) A written recommendation from at least one current TRT member.
- 5) Approval of the Department Director.

- 38.3 In the event that the appointing authority judges two or more applicants to be equally qualified, the position will go to the member with the highest seniority. The appointment shall be made within ninety (90) days of the written notification of a team opening to the Fire & Emergency Services Director.

- 38.3 Off-duty team members shall be paid at their regular overtime rate of pay for the following items:

- a) All emergency response time,
- b) Required TRT meetings,
- c) All required training time (drills and classes).

38.3.1 On-duty members shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit member's rights to use their leaves (including moving of Kelly Days).

38.3.2 TRT members shall be required to attend a minimum of twenty-four (24) hours of team training per year.

38.3.3 The TRT Coordinator may recognize up to eight (8) hours of approved outside training in lieu of eight (8) hours of team training.

38.3.4 Approved required team training time, while on duty, shall be allowed when operations permit and call-ins shall be utilized when operations does not permit.

38.4 TRT operational and training policies and procedures will be developed by the Department with input from team members.

38.5 TRT members shall instruct non team members on technical rescue issues on an as needed basis. Should this occur off duty then the TRT member shall be compensated at the applicable overtime rate.

38.6 Non team members shall continue to provide support for team training and operations commensurate with their training. Non team members may be included in team training while on duty.

ARTICLE 39 -- DEFERRED COMPENSATION

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

39.2 Until January 1, 2020, the City shall match employee contributions in deferred compensation to four percent (4%) of top step Firefighter only for the first fifteen (15) years of continuous City service. After fifteen (15) years of service, the City shall continue to pay the four percent (4%) to deferred compensation with no match required from the employee.

39.3 Beginning with the first full pay period of the 2020 payroll year, the City shall match employee contributions in deferred compensation as described in 39.2, above, to four and one quarter percent (4.25%) of top step Firefighter.

39.4 Beginning with the first full pay period of the 2021 payroll year, the City shall match employee contributions in deferred compensation as described in 39.2 above, to four and one half percent (4.50%) of top step Firefighter.

Employees may select either the City's 457 plan or the IAFF-FC Section 457 plan during the City's open enrollment period each year.

ARTICLE 40 -- PERSONNEL RECORDS

Human Resources shall maintain a complete personnel file on each employee. Employees may review this file by setting up an appointment with a member of the Human Resources staff.

ARTICLE 41 -- NO SMOKING

It is understood that the parties (the City of Richland and IAFF Local 1052 Rank and File) have reached an agreement concerning the application of R.M.C. sections 2.58.010 through 2.58.060. The terms of this agreement are as follows:

- a) Except as delineated below, use of tobacco products in municipally owned buildings and vehicles shall be governed by City code, provided that restrictions in the City Code are not applicable to the use of smokeless tobacco products.
- b) IAFF Local 1052 Rank and File shall be responsible for supplying and maintaining appropriate receptacles for disposal of smoked and smokeless tobacco product waste.

ARTICLE 42 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN

- 42.1 Until January 1, 2019, the City shall contribute seventy five dollars (\$75.00) per month per bargaining unit member to the WSCFF Medical Expense Reimbursement Plan ("MERP"). Beginning the first full pay period of the 2019 payroll year, the City's MERP contribution shall increase to one hundred dollars (\$100).
- 42.2 The Union and the Employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.
- 42.3 Under no circumstances whatsoever will the City be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

ARTICLE 43 -- WELLNESS/FITNESS PROGRAM

- 43.1 The City and Union agree to work toward a Wellness/Fitness Program with the IAFF/IAFC Initiative being the template and ultimate goal.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of November, 2018.

CITY OF RICHLAND, WA

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, Local #1052

CYNTHIA D. REENTS Date
City Manager

JOSH PATTERSON Date
President

TOM HUNTINGTON Date
Fire & Emergency Services Director

STEIN KARSPECK Date
Secretary-Treasurer, IAFF Local 1052

ALLISON JUBB Date
Human Resources Director

ATTEST:

MARCIA HOPKINS Date
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY Date
City Attorney

APPENDIX A

2018 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2018 payroll year (December 25, 2017), the wage schedule reflects a 3.00% increase.

Job #	Position	A	C	E	F
1000	FIREFIGHTER EMT	5,194	6,105	6,456	6,745
1009	FIRE LIEUTENANT			7,231	7,555
1049	FIRE CAPTAIN			7,955	8,311
1119	ASST FIRE MARSHAL			7,955	8,311
1139	DEPUTY FIRE MARSHALL				7,555
1142	TRAINING PROGRAM OFFICER			8,750	9,142
1189	EMS PROGRAM OFFICER			8,750	9,142

2019 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2019 payroll year (December 24, 2018), the wage schedule reflects a 3.00% increase.

Job #	Position	A	C	E	F
1000	FIREFIGHTER EMT	5,350	6,288	6,650	6,947
1009	FIRE LIEUTENANT			7,448	7,782
1049	FIRE CAPTAIN			8,193	8,560
1119	ASST FIRE MARSHAL			8,193	8,560
1139	DEPUTY FIRE MARSHALL				7,782
1142	TRAINING PROGRAM OFFICER			9,012	9,416
1189	EMS PROGRAM OFFICER			9,012	9,416

2020 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2020 payroll year (December 23, 2019), the wage schedule reflects a 2.50% increase.

Job #	Position	A	C	E	F
1000	FIREFIGHTER EMT	5,484	6,445	6,816	7,121
1009	FIRE LIEUTENANT			7,634	7,977
1049	FIRE CAPTAIN			8,398	8,775
1119	ASST FIRE MARSHAL			8,398	8,775
1139	DEPUTY FIRE MARSHALL				7,977
1142	TRAINING PROGRAM OFFICER			9,238	9,653
1189	EMS PROGRAM OFFICER			9,238	9,653

2021 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2021 payroll year (December 21, 2020), the wage schedule reflects a 2.50% increase.

Job #	Position	A	C	E	F
1000	FIREFIGHTER EMT	5,621	6,606	6,986	7,299
1009	FIRE LIEUTENANT			7,825	8,176
1049	FIRE CAPTAIN			8,608	8,994
1119	ASST FIRE MARSHAL			8,608	8,994
1139	DEPUTY FIRE MARSHALL				8,176
1142	TRAINING PROGRAM OFFICER			9,469	9,893
1189	EMS PROGRAM OFFICER			9,469	9,893

APPENDIX A -- CONTINUED

OFFICER MEDICAL POSITION PAYS:

EMT Add \$35.00 per month to above rate

OFFICER / FIREFIGHTER PARAMEDIC CERTIFICATION PAYS:

P-1 Add 6% of top Firefighter pay to above rate

P-2 Add 10% of top Firefighter pay to above rate

Pay Steps for lateral and entry level Firefighter are specified in the OJT Administrative Guide.

APPENDIX A -- NOTES

- 1) Above salaries provided 12% differential between Firefighters and Lieutenants; 10% between Lieutenants and Captains;
- 2) Day shift (40 hour per week) rates are set as listed below:

Deputy Fire Marshal – 112% of Firefighter pay

Assistant Fire Marshal - 110% of Lieutenant pay

EMS Program Officer - 110% of E or F Step Captain pay

Training Program Officer – 110% of E or F Step Captain pay
- 3) Firefighter rate includes EMT pay.
- 4) P-1 is 0-1 years of service in the Richland Fire Department as a certified Paramedic. (It is paid at a rate equal to 6% of F Step Firefighter pay in addition to the employee's regular pay).
- 5) P-2 is the 2nd and succeeding years of service in the Richland Fire Department as a certified Paramedic. (It is paid at a rate equal to 10% of F Step Firefighter pay in addition to the employee's regular pay).
- 6) Employees who obtain a Washington State Paramedic Certification will begin receiving paramedic pay when they have been approved by the Medical Program Director. Time without pay will not exceed six (6) months. The effective date of medical position pays shall be the date the Fire Department receives the appropriate written certification. Therefore, when the MPD's Protocols Test is passed and the Washington State Certification is in hand, whichever

date is last is the effective date for beginning P-1 pay.

- 7) Position pays include reimbursement for meetings and recertification time necessary to maintain said certification (except as provided in [Article 27](#)).

FINAL DRAFT

APPENDIX B
PREMIUM PAY

Additional Monthly Pay Per
Certification

IV Endorsement

1.0% x F Step Firefighter (maximum of 2)

AEMT Technician

2.0% x F Step Firefighter (maximum of 12)

Note: With certification, all employees eligible for Appendix B pay, up to a maximum of 16 employees.

APPENDIX C

LEOFF TRUST CONTRIBUTION ANALYSIS

Definitions:

- I. **Scheduled Contribution by Agreement** - 1.75% of F step rate of Firefighter monthly base salary.
- II. **Comparative Cost Analysis** - Comparison of City Self-Insured Medical and Vision costs to LEOFF Trust and HRA costs for bargaining unit members based on same census and calculated annually at renewal.
- III. **Self-Insured Cost Calculation – City** - Self-Insured Medical composite rate plus the maximum liability change as calculated by Conover Insurance plus the composite Vision premium. Calculation to be based on City's lowest deductible health plan.
- IV. **Adjusted Contribution** - LEOFF Trust and HRA expected expenses that exceed the City self-insured cost calculation by comparative cost analysis would be distributed among IAFF members as additional bi-weekly payroll deductions.
 1. Any savings illustrated by the annual evaluation of costs for the coming year will not affect a reduction in contributions below the bargaining unit agreement and will not carry over from year to year.

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 1	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,500.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	4.00%		
COMPARATIVE COST	\$1,560.00	53	\$82,680.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$83,794.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$77,609.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$77,609.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			-\$6,567.62
City Self Insured Plan ANNUAL			\$931,315.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	(= SAVINGS)		\$78,811.44

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 2	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,400.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	0.50%		
COMPARATIVE COST	\$1,407.00	53	\$74,571.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$75,685.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$69,500.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$69,500.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			\$1,541.38
City Self Insured Plan ANNUAL			\$834,007.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	Additional Cost		-\$18,496.56
Divided by 53 Members = \$29.08 per month Additional Contribution			



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Resolutions – Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 163-18, Authorizing the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs

Department:

Administrative Services

Ordinance/Resolution Number:

163-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 163-18, authorizing the City Manager to sign and execute the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs.

Summary:

In September 2017, the City entered into negotiations with the International Association of Fire Fighters Union, Local Union No. 1052, Battalion Chiefs (IAFF-BC). The IAFF-BC represents approximately 5 employees.

The IAFF-BC members ratified the proposed agreement on November 1, 2018.

The terms of the proposed agreement include a total compensation package within the approved Council parameters and clean-up of contract language to align with City policies and changing laws and regulations. Wages and benefits are retroactive back to December 25, 2017.

Staff recommends approval of Resolution No. 163-18.

Fiscal Impact:

Yes

Terms of the proposed agreement fit within the City's adopted 2018 budget and Council's collective bargaining parameters.

Attachments:

1. Resolution No. 163-18
2. Proposed 2018-2021 Collective Bargaining Agreement with IAFF-BC

RESOLUTION NO. 162-18

A RESOLUTION of the City of Richland approving the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, and authorizing periodic memorandums of understanding.

WHEREAS, Richland City Council desires to attract and retain qualified employees, and to maintain harmonious relations between the City and the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs ("IAFF-BC"); and

WHEREAS, the existing Collective Bargaining Agreement ("Agreement") between the City and the IAFF-BC expired on December 31, 2017; and

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

WHEREAS, during the term of the Agreement, the City Manager may desire to enter into memorandums of understanding with the IAFF-RF for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2018-2021 Collective Bargaining Agreement with the International Association of Fire Fighters Union, Local No. 1052 - Battalion Chiefs, is hereby adopted.

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 is authorized, during the term of the Agreement, to enter into memorandums of understanding with the IAFF-BC for operational or administrative purposes, as determined in discretion of the City Manager.

BE IT FURTHER RESOLVED that the wages and benefit rates under the Agreement shall begin effective beginning the 2018 payroll year.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of November, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT BETWEEN

CITY OF RICHLAND

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS UNION
BATTALION CHIEFS, LOCAL No. 1052 BC**

2018 - 2021

January 1, 2018 – December 31, 2021

Resolution No. 163-18, Contract No. 359-18



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FINAL DRAFT

THIS AGREEMENT is entered into by and between the City of Richland, Washington, hereinafter referred to as the City, and the International Association of Fire Fighters Union Local #1052BC, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 -- RECOGNITION

1.1 The City recognizes the Union as the exclusive bargaining agent for all Battalion Chiefs employed by the Fire & Emergency Services Department.

1.2 Communications and Notices

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

To the City

Human Resources Director
505 Swift Blvd., MS-12
Richland, Washington 99352

To the Union

President
Post Office Box 607
Richland, Washington 99352

1.3 Duties and Responsibilities

Battalion Chiefs are supervisors within the Department. As supervisors, Battalion Chiefs agree to perform all supervisory duties.

ARTICLE 2 -- NON-DISCRIMINATION

2.1 Charges of discriminatory conduct by either party to this agreement except claims of discrimination for Union membership or activity are not subject to appeal or disposition through the arbitration procedure set forth herein, but may be taken to other appropriate State and Federal Agencies for adjudication. Nothing in this section shall be deemed to prevent either party from fully representing its constituents and interest in any appropriate forum except arbitration relative to questions of discrimination.

2.2 The City and the Union agree not to discriminate against any employee for his membership or non-union membership in the Union.

2.3 Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 3 -- UNION SECURITY AND PAYROLL DEDUCTION

3.1 Dues Processing

The Union will notify the City of its initiation fees and dues. The City will deduct such initiation fees and Union dues from the wages of the employees who have authorized such deductions in writing, when a copy of the employee's written authorization is provided by the Union to the City. The City will forward collected fees and dues to the Union each pay period, to the address and name provided by the Union, accompanied by a list of dues-paying employees and the amount of their dues and elected Union-provided benefits.

3.2 Revocation

An employee may revoke their authorization for payroll deduction of payments to the Union by the employee providing written notice to the City. The City shall provide the Union a copy of the employee's written notice with the first payroll processed that includes the revocation. The City will process the employee's request to end the deduction as soon as administratively feasible, either effective on the first payroll, but not later than the second payroll, after the City's receipt of the employee's written notice. For purposes of revocation, the employee may provide written notice by email to the City's Human Resources Director or Finance Director or directly to the Union, who will provide the notice to the City.

3.3 Indemnification

The Union will indemnify the City against any and all liability which may arise by reason of the deduction by the City of money for Union membership dues from employee's wages in accordance with copies of the written employee authorizations furnished to the City by the Union.

ARTICLE 4 -- UNION BUSINESS

- 4.1 A Union member who is an employee in the BC bargaining unit will be granted time off without pay while attending Union associated conventions, seminars, meetings, and Union/City litigation matters, provided (1) he notifies the Department Director or above in writing at least forty-eight (48) hours prior to the time off. (2) An employee called in to replace another employee, who is off on Union business (including time spent in face-to-face negotiations), will receive straight time pay and overtime pay as required by the FLSA. The Union will reimburse the City the amount over straight time pay. Members of the negotiating team while on duty at said time they are negotiating shall be paid a total of fifty (50) labor-hours in the aggregate for regular, scheduled on-duty time spent in face to face negotiations with the City for a labor agreement. Time spent in excess of 50 hours while within the City of Richland shall be on-duty available for response.

- 4.2 The Union shall retain the privilege of holding Union Meetings during structured hours, at the on-duty employee's workstation.
- 4.3 No Union member or officer shall conduct any Union business on City scheduled active duty/structured duty work time on the City's premises, except during breaks, lunch, or as provided within Article 4 without consensus of the Fire & Emergency Services Director.
- 4.4 Nothing in this Article shall preclude the two parties from meeting at reasonable times to discuss areas of mutual concern when mutually agreed to.
- 4.5 Professional Standards
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.

ARTICLE 6 -- ILLNESS, INJURY, AND RETURNING TO WORK

- 6.1 Occupational Illness and Injury and Occupational Disability Allowance
The City administers employee leaves associated with occupational illness and injury. The City also administers the process by which employees shall reintegrate into the workplace when in recovery, when released to full duty or when restrictions are placed on the employee's full return to duty. Occupational leaves are administered in accordance with this Agreement, Department policies, and City policies enacted to conform to State and Federal laws.
- 6.2 The City will provide an Occupational Disability Allowance ("ODA") for employees injured or occupationally diseased ("occupational injury") in the line of duty when a claim ("L&I claim") is approved and the employee is determined eligible for time loss payments under State Workers' Compensation Law. ODA shall substitute for time loss payments the employee would be otherwise eligible to receive, until ODA benefits for the employee are exhausted or the employee otherwise becomes ineligible for time loss payments. Employees shall receive ODA only for hours of their normally scheduled shifts during the approved ODA period.
- 6.2.1 The City may choose to provisionally approve an employee's eligibility for ODA until a claim determination is made, including determining whether the injury/disease is an approved L&I claim and determining whether the employee is eligible for time loss payments. If an L&I claim or time loss payments are denied, the ODA received by the employee provisionally must be repaid by the employee through payroll deductions from the employee's other available paid time off or through other arrangements for employee repayment to the City.

- 6.2.2 Approved ODA will continue during absences from regular shifts due to the injury/occupational disease, for as long as such job related injury/occupational disease continues, subject to a maximum limit of one (1) calendar year from the determined L&I Claim Date, plus one day. This calendar year of ODA eligibility includes any amount of time the employee worked on a regular duty or on a light duty assignment during that calendar year. After one calendar year, the employee shall be eligible for consideration of time loss payments for the L&I claim, when time loss is approved by the Department of Labor & Industries, Workers' Compensation division.
- 6.2.3 The shift of injury is considered hours worked and is paid at one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits. This day is not counted against the ODA one-year maximum.
- 6.2.4 The employee shall receive one hundred percent (100%) of the employee's straight time wages and normal additional pay and benefits after the employee has missed two (2) scheduled shifts for 24-hour shift employees, or four (4) scheduled shifts for forty (40) hour employees, retroactive back to the first full shift missed. If an employee is not absent for more than two (2) scheduled shifts or four (4) scheduled shifts as described above, the employee shall not be eligible for ODA benefits for the days missed, unless the employee later misses shifts which trigger eligibility within the one calendar year eligibility period of the claim.
- 6.2.5 For the remaining shifts within the ODA calendar year, ODA benefits shall be equal to eighty percent (80%) of regular straight time wages plus normal additional pay and benefits for shifts missed. The employee may choose to make up the remaining twenty percent (20%) of the regular straight time wages with accrued or accumulated sick leave, vacation leave, or State Sick Leave.
- 6.2.6 During the period of ODA, the employee shall continue to accrue all leaves they would have otherwise accrued at a full, unreduced accrual level when the employee is on one hundred percent (100%) pay. When the employee is on eighty percent (80%) pay, their leave accruals shall be reduced to eighty percent (80%) of normal accrual, unless the employee elects to supplement their pay to one hundred percent (100%) using available leaves.
- 6.2.7 Employees on ODA shall receive full, unreduced holiday pay when a holiday occurs while on ODA. The occurrence of a holiday during an employee's ODA leave does not extend the one (1) calendar year ODA maximum by an additional day.
- 6.2.8 The ODA wage is considered "kept on salary" for purposes of time loss compensation. Therefore, applicable payroll deductions and contributions, voluntary or otherwise, will only be subtracted from the portion of ODA which is in

excess of time loss benefits, and from any optional leave supplement to ODA the employee may have elected when at the eighty percent (80%) ODA benefit level.

- 6.2.9 Except for taxes and LEOFF retirement contributions, all other applicable payroll deductions and contributions, voluntary or otherwise, shall be subtracted from ODA wages that are equal to time loss benefits. Employees may elect to make LEOFF retirement contributions from ODA wages and thereby continue to earn service credit hours for the ODA wage periods.
- 6.2.10 ODA wages in excess of time loss benefits, and optional leave supplement to ODA the employee may have elected when at the eighty percent (80%) ODA benefit level, are taxable wages and subject to required LEOFF retirement contributions.
- 6.2.11 When the employee has insufficient eligible wages to cover the employee's deductions and contributions, the employee shall pay the balance of only the required deductions and contributions directly to the City each pay period. Voluntary contributions shall cease until and unless the employee's eligible wages are sufficient each pay period.
- 6.2.12 The City may elect to pay the required deductions and contributions on the employee's behalf. Such payment is contingent upon the employee providing written pre-authorization for the City to deduct from the employee's future wages or the cash value of other available benefits. The employee must also agree in advance to repay the City for required deductions paid on the employee's behalf by direct payment to the City, should insufficient wages or benefits be available with which to repay the City. Such repayment shall occur upon the employee's return to work or separation from employment, in accordance with a schedule determined by the City.

6.3 Returning to Work from Occupational Leave

Employees absent from any portion of one or more normally scheduled shifts due to an approved or pending-approval of an occupational illness or injury leave must receive clearance by the City before returning to duty. Clearance process and documentation requirements are determined by the City, and may include documentation from the employee's healthcare provider(s) and/or, at the City's expense and choice, documentation from the City's choice of designated healthcare provider(s) when the City determines a medical second opinion is appropriate.

- 6.3.1 Employees may be returned to full and unrestricted duty, modified duty, or full duty within a work hardening progression. If more than one employee is eligible for and agrees to an occupational modified duty assignment, the City shall split available work as evenly as possible among the eligible employees assigned to modified duty.

- 6.3.2 Work hardening progression occurs for a period of no more than two (2) weeks, during which the employee shall gradually increase their performance of full duty assignments on their normal shift. Work hardening is not used when the employee is restricted from their normal duty. Rather, work hardening is a brief period during which the employee is released to return to full duty but is required to gradually progress to full, performance of duties at a gradually increasing pace within the two (2) week period approved by the designated healthcare provider(s). Employees on work hardening progressions are not considered part of minimum staffing.
- 6.3.3 Modified duty may include reduced hours; reduced work tasks; reassignment temporarily to work tasks not normally performed by the employee; medical rehabilitation to a maximum of two hours per day; or other approved job modifications; and shall not last longer than three (3) calendar months unless approved by the Human Resources Director and Department Director. Modified duty assignments are completed on the employee's regular shift or, upon approval of the healthcare provider(s) and the Department Director, on an alternate shift. Shift employees assigned to a day schedule on a modified duty assignment while on occupational disability allowance shall revert to the day shift accrual rates for the duration of the day shift assignment, and shall follow the formula for leave conversion as defined in [Article 23](#), and shall receive State Sick Leave accrual from the beginning of the modified duty assignment. Employees on modified duty are not considered part of minimum staffing.
- 6.3.4 A modified duty job description detailing the proposed work the employee shall perform is developed from the designated healthcare provider(s) report detailing the employee's limitations and restrictions, as well as operational needs. The modified duty hours shall not exceed the employee's normal scheduled hours each shift. The designated healthcare provider and the City must approve the modified duty job description. Following this approval, the modified duty assignment must be offered and accepted by the employee prior to the employee returning to work.
- 6.3.4.1 Employees declining modified duty job description assignments shall lose eligibility for time loss, and, as a consequence, shall lose eligibility for ODA. These employees shall remain eligible for other benefits allowed under the claim.
- 6.3.5 Employees shall not be required to report for modified duty assignments during any period that the employee had, prior to the disability, scheduled as a first (1st) or second (2nd) pick of vacation, as provided by the department vacation policy. The employee, at their option, shall be placed on vacation leave as previously scheduled and shall use accrued vacation leave for all hours of those scheduled days off.

6.3.6 Employees must comply with the requirements of the modified duty or may be removed from the assignment, in order to protect the employee from potential re-injury, aggravation of injury, or slowing of the employee's recovery and reintegration into the workforce.

6.3.6.1 Employees who do not comply with modified duty or work hardening assignments and requirements shall lose eligibility for continued ODA benefits. These employees will also not be eligible for time loss benefits but shall remain eligible for other benefits allowed under the claim.

6.4 Reoccurrence of Occupational Illness or Injury

When an employee has returned to full, unrestricted duty from an occupational claim that has been closed by the Department of Labor & Industries ("L&I"), and L&I subsequently reopens the original claim, the reopened claim shall be treated as a new claim for purposes of ODA benefits.

6.5 Occupational Illness or Injury Extending Past One Year

6.5.1. When an employee's occupational illness or injury leave extends beyond one (1) calendar year, the employee shall no longer receive ODA, and shall be eligible for time loss benefits when approved under the claim.

6.5.1.1 While on time loss benefits, neither the City nor the employee shall make LEOFF retirement plan contributions, and the employee shall not earn service credit. The employee may choose to "buy back" service credit when allowed by the Department of Retirement Systems rules.

6.5.2 When an employee has been determined through the claim process to be unable to return to the job they held when they were injured/illness, the City will retain the employee through their period of ODA benefit entitlement. The employee may choose to initiate separation of their employment for medical reasons, and in such cases the City shall provide the employee the remaining ODA wage benefits that are in excess of time loss wages, and proceed with separation of the employee. The employee may then receive time loss wages and other benefits if authorized through the claim.

6.5.3 An employee who has exceeded one (1) calendar year on an occupational leave shall retain continued employment only when on a medical leave approved by the Human Resources Director and Department Director. The decision to continue employment shall include considerations of operational need, the prognosis of and timeframe anticipated for returning to the employee's job of injury/illness, the employee's skillset and potential for performance of other jobs in the City or Department, and other considerations of the City. A decision to continue employment under this

Section is not binding, and may be amended or rescinded by the City as deemed appropriate at any time.

6.5.3.1 An employee who's employment has not been extended as described in 6.5.2 may be retained as an employee with no entitlement to the employee's job of injury, while a determination and decision is made regarding the availability and appropriateness of other employment and rehabilitation options.

6.6 Non-occupational Illness, Injury and Returning to Work

The City provides and administers various forms of paid and unpaid leave for employees ill or injured in non-occupational circumstances. Employees are entitled to paid time off as specified in this Agreement, to include sick leave and vacation leave or other time off as provided. Employees may also be entitled to State and/or Federal leave, as referenced in [Article 22](#).

6.6.1 Employees on a non-occupational illness or injury who desire modified duty assignment or work hardening progression shall be subject to the same return to work process and approvals as described in this Article for occupational illness or injury and returning to work, when available and at the discretion of the Department Director. Additionally, priority for modified duty is always given to employee(s) on occupational modified duty, and employees on approved non-occupational modified duty may have their assignment ended should the need for an occupationally-injured employee arise. Such employees shall be paid their regular wage during hours they are assigned to an approved non-occupational modified duty or work hardening progression assignment.

6.6.2 Modified duty for non-occupational illness or injury is available only to employees having sick or annual leave time available and shall not constitute a position nor extend beyond available paid leave time.

ARTICLE 7 -- HOLIDAYS

7.1 Except as provided in Section 7.6 for employees working forty (40) hours per week, it shall be the practice of the City to pay cash compensation in lieu of time off for holidays.

7.2 The following holidays are recognized:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas

Floating Holiday

Each of the above-listed holidays, except for Christmas and New Year's Day, shall be observed on the same day that the City observes the holiday. The Christmas holiday shall be observed on December 25th of each calendar year, and the New Year's Day holiday shall be observed on January 1st of each calendar year.

- 7.3 The floating holiday shall be paid during the pay period of the employee's choice, as indicated on the employee's time card. All employees shall schedule their floating holiday in a pay period in the year it is accrued. The employee receiving the holiday pay shall be on the same work routine as the remainder of the shift.
- 7.4 Twenty-four (24) hour shift personnel shall be paid fourteen (14) hours pay at their regular rate of pay for each recognized holiday during the pay period in which the holiday falls, in addition to the employee's regular pay.
- 7.5 An employee on any leave except "leave without pay" shall receive holiday pay for any and all holidays occurring during the term of said leave (this includes Occupational Disability Allowance Time listed in [Article 6](#)).
- 7.6 Forty (40) hour week (day-shift) personnel shall receive the above holidays (Section 7.2) off. In the event a holiday should fall on the employee's regularly scheduled day off, the employee shall receive another regularly scheduled workday off in lieu of the holiday.

ARTICLE 8 -- UNION BULLETIN BOARDS

- 8.1 The City agrees to furnish and maintain suitable boards in a convenient place in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 9 -- CITY RIGHTS AND RESPONSIBILITIES

- 9.1 Subject to the provisions of this Agreement, the Union recognizes:
 - A. The prerogatives of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and powers and;
 - B. That the City reserves those rights concerned with the management and operation of the department which includes, but is not limited to the following:
 - a) To recruit, assign, transfer, and promote members to the positions within this department,

- b) To suspend, demote, discharge, or take other disciplinary actions against members for just cause,
- c) To determine methods, means, and personnel necessary for the department operations,
- d) To control the Department Budget,
- e) To take lawful actions, not in violation of this Agreement, in order to assure the proper functions of the Department.

ARTICLE 10 -- PREVAILING RIGHTS

10.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner. These rights and privileges shall include but not be limited to the following:

- a) Employees shall have the right to retain store call in its present form, provided that shift officers shall consider energy conservation in scheduling and implementing store call.
- b) Employees shall maintain the right to use "crew room" during leisure hours.
- c) Employees shall maintain kitchen and sleeping rights.
- d) Employees shall retain guest and personal telephone privileges in local area and agree to charge all personal long distance calls to a non-City number.

ARTICLE 11 -- PERFORMANCE OF DUTY - RULES AND REGULATIONS

- 11.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement.
- 11.2 The Union agrees that it will not condone or cause any strikes, slowdowns, mass sick call or any other form of work stoppage, or interference of normal operations of the Department during the term of this Agreement.
- 11.3 The Union agrees that its members shall comply in full with the Fire & Emergency Services Department Rules and Regulations, including those related to conduct and work performance.
- 11.4 The City agrees that the Department Rules and Regulations, Policies and Procedures, and Guidelines, promulgated after the effective date of this Agreement, which affect working conditions and performance, shall be posted on the Union bulletin boards, and shall be subject to the grievance procedure, if brought within fifteen (15) days of the date the order is posted on the Union bulletin boards.
- 11.5 The Union recognizes the City's right to establish minimum qualifications that must be met by newly hired Battalion Chiefs. A copy of these established minimum qualifications shall be

furnished to the Union, and any changes to said qualifications shall be provided to the Union at least thirty (30) days prior to implementation of the change or changes.

ARTICLE 12 -- UNIFORMS

- 12.1 All uniforms, protective clothing, devices required of employees in performance of their duties and cleaning thereof shall be furnished by the City, except dress shoes, shorts, undershirts, socks, and belts, unless the City requires they be worn.
- 12.2 City shall provide four (4) new T-shirts every year and one (1) sweatshirt every other year. They will be laundered by employee.

ARTICLE 13 -- SHIFT TRADES

- 13.1 Employees shall have the right to exchange shifts with qualified employees. The Union agrees qualified employees of a lower rank may fill in for shift trades.

ARTICLE 14 -- PERSONNEL REDUCTION

- 14.1 In the case of personnel reduction, the employee having the least seniority in the classification of Battalion Chief shall be reduced in rank to the prior rank of each employee impacted. If time in position is equal, scores on the certification list(s) shall govern, such that the employee with the lowest score on the most recent certification list shall be reduced in rank first. If scores on the certification list are equal, then time in the Fire & Emergency Services Department shall govern such that the employee with the least time shall be reduced in rank first.
- 14.2 When employees are laid off, their names shall be placed on an employment list in order of seniority, with the employee having the most seniority at the head of the list, and the person with the least seniority at the bottom. This list shall stand for a period of two (2) years and no new employees may be hired during that period until the laid-off personnel have been given the opportunity to return to work.
- 14.3 Persons being re-promoted to positions held prior to being reduced-in-rank shall be re-promoted in the reverse order from which they were reduced in rank.

ARTICLE 15 -- WORKING OUT OF CLASSIFICATION - EFFECT ON PAY

- 15.1 Upon receiving a delegation of authority from the Department Director to assume responsibilities of the Department Director for more than twelve (12) consecutive hours Battalion Chiefs shall receive one-hundred dollars (\$100) per shift for working out of classification. A shift is a twenty-four (24) hour period.

- 15.2 Day shift Battalion Chiefs delegated to serve as Department Director shall be compensated at overtime rate for duties assigned outside normal working hours.

ARTICLE 16 -- VACANCIES AND PROMOTIONS

- 16.1 The right to determine whether or not a vacancy in any position covered by this Agreement is to be filled, and, if so, when, is vested solely in the City.
- 16.2 If a permanent vacancy should occur, the City may not through a series of "out of classification" appointments avoid promoting individuals to gain advantage of the lower pay scale provided by this Article.
- 16.3 All vacancies shall be filled through a competitive examination process determined by the City of Richland Personnel Committee. Promotional testing for the rank of Battalion Chief shall be conducted every other May, beginning May 2019. Upon notice to the Union, the month of the promotional testing may be moved to an alternate month or cancelled for that year.
- 16.4 When it is determined by the City that a vacancy in a position covered by this Agreement is to be filled, appointment to the position shall be made by the appointing authority from among the top three (3) names on the certification list established for the position. If requested by the employee(s), the appointing authority, for informational purposes only, shall give the passed-over candidate(s) valid written reasons for not being selected.
- 16.5 The provisions of this Article do not apply to the filling of vacancies in positions not covered by this Agreement. See Section 1.1.
- 16.6 Should a member choose to relinquish their rank of Battalion Chief, they shall be reduced in rank to the rank they held prior to their promotion to Battalion Chief. The reduction in rank shall not occur until the Director has selected a replacement Battalion Chief. Such a relinquishment will not result in an additional FTE for the Department, unless approved by the Director and City Manager.

ARTICLE 17 -- GRIEVANCE PROCEDURE

- 17.1 A grievance means a claim or dispute by one (1) employee or group of employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been submitted to the Personnel Committee shall not be considered a grievance or subject to the grievance procedure herein and vice versa.
- 17.2 Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.

17.3 Grievances as herein defined shall be processed in the following manner:

- 17.3.1 **Preliminary Procedure.** An employee or group of employees, who feel they have a grievance, may present such grievance within thirty (30) calendar days of when such matter comes to the attention of the employee. Such grievance should be submitted to the employee's supervisor who shall attempt to resolve it within twenty-one (21) calendar days after it is presented to the supervisor; provided that no grievance in this stage shall be pursued beyond the Department Director.
- 17.3.2 **Step 1.** If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, preferably on a standard form, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Department Director in writing within fifteen (15) calendar days who shall attempt to resolve it within twenty-one (21) calendar days after it has been presented to the Director. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.
- 17.3.3 **Step 2.** If the employee or employees are not satisfied with the response of the Department Director, the written grievance may be presented to the City Manager, together with all pertinent materials, by such Union representatives within thirty (30) calendar days of receipt of the Department Director's response. The City Manager shall attempt to resolve the grievance within twenty-one (21) calendar days.
- 17.3.4 **Step 3.** Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the City Manager's answer in Step 2. The arbitrator shall be a member of the American Arbitration Association ("AAA") or Federal Mediation Conciliation Service ("FMCS") and shall be selected in accordance with the established procedures of the AAA or FMCS, depending upon which agency is used. The cost of the arbitration and the cost of the arbitrator shall be borne one-half (1/2) by the City and one-half (1/2) by the Union. Each party is responsible for its own costs and attorney's fees. The arbitrator shall render his decision based on the interpretation and application of the Agreement. The decision shall be final and binding upon the parties to the grievance, provided that the decision does not involve action by the City which is beyond its jurisdiction, and provided further that the decision of the arbiter is not arbitrary, nor capricious, nor exceeds his authority.

Failure to appeal in accordance with the timelines set forth in Section 17.3 shall be a waiver of any right to further grieve or arbitrate the issue.

- 17.4 The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 17.5 Neither the arbitrator 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.
- 17.6 No settlement of a grievance shall be contrary to the terms of this Agreement.

ARTICLE 18 -- WAGES

- 18.1 The types of employment and wages for all employees covered by this Agreement shall be listed in [Appendix "A"](#), attached hereto and by this reference incorporated herein.

ARTICLE 19 -- HOURS

- 19.1 The hours of duty shall be approximately 48.154 hours per week as presently worked provided a total of seventeen (17) Kelly Days shall be scheduled off. Ten (10) shifts off will be periodically scheduled on a rotating basis. Seven (7) more shifts may be scheduled off, by the employee, prior to July 1, or as scheduled in a vacation pick period. Kelly Days shall be scheduled in accordance with Kelly Day and vacation policies.
 - 19.1.1 The work of day shift Battalion Chiefs shall be forty (40) hours per week. The work schedule shall normally be four (4) ten- (10) hour days. A schedule of five (5) eight- (8) hour days per week may be scheduled with the approval of the Department Director.
- 19.2 Employee structured work hours, for scheduled activities, shall be 8:00 a.m. to 5:00 p.m. Monday through Saturday. Structured work hours for Sundays shall be from 8:00 a.m. to 12 noon. Holidays except Christmas and Thanksgiving shall be from 8:00 a.m. to 12 noon. Christmas and Thanksgiving shall be from 8:00 a.m. to 10:00 a.m.
- 19.3 The Union and management recognize that time-sensitive projects, public service and education events, training and other commitments sometimes dictate that work continue into or occur during non-structured hours. Both parties agree to strive for balance in such work and the Director may authorize time during structured hours to offset time spent working during non-structured hours. Emergency readiness, incident response, and associated work shall be performed throughout the shift regardless of structured hours.

ARTICLE 20 -- FIRE EDUCATION INCENTIVE PROGRAM

- 20.1 The purpose of this program is to provide incentive pay for members of the Fire Department to seek additional education in order to meet the ever-changing needs and demands placed upon the Fire Department.
- 20.2 This program is based on college degrees within the Fire & Emergency Medical Services Administration or closely related fields of study.
- 20.3 All applications for education incentive shall be presented to the Fire & Emergency Services Director for approval. Personnel achieving an approved Associate's or Bachelor's degree shall be paid the percentage indicated in Article 20.4 for said degree.
- 20.4 Approved degree fields for Education Incentive pay include: Fire Service Administration, EMS Administration, Business Administration, Public Administration, and Healthcare Administration, or equivalent as approved by the Fire & Emergency Services Director. Degrees must be attained from a Regionally Accredited College or University in order to qualify for Education Incentive pay.
- 20.5 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>BA/BS DEGREE/CREDITS</u>
5%	Approved AA degree or 50% BA/BS credit requirements
10%	Approved BA/BS Degree

- 20.5.1 Completion of an A.A. or A.A.S. degree within the approved degree fields identified in 20.4, or an A.A.S. degree in Fire Science, or equivalent fire science degree as determined by the Director, is eligible for 5% incentive education pay.
- 20.5.2 For those programs that do not require an AA degree as part of the Bachelor's degree, upon 50% completion of an approved Bachelor's degree, employees may submit a transcript demonstrating that all classes have been passed with at least a 2.0, and a letter from the institution stating that at least 50% of the Bachelor's degree credits have been successfully completed to qualify for 5% education incentive pay.
- 20.5.3 Completion of an approved Bachelor's degree qualifies the employee for 10% incentive education pay.
- 20.5.4 To receive Fire Education Incentive Pay, bargaining unit members must provide a diploma, or transcript and letter of 50% completion as outlined in Article 20.5 from

a regionally accredited college or university. The effective date of education incentive pay begins the date that all applicable documentation is submitted to the Fire & Emergency Services Director or their support staff.

20.5.5 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

20.6 Education Incentive Pay Program transition

20.6.1 The program outlined in this CBA becomes fully implemented on January 1, 2019. All employees receiving education incentive pay at previous 1% increments on January 1, 2019 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. However, eligibility for any further increases shall be contingent upon meeting the requirements of the updated program set forth above.

20.6.2 A transition period for incumbent employees (employed as of January 1, 2019) will allow employees to either choose to move to the updated incentive education program or continue under the education incentive program outlined in Section 20.7, Grandfathered Education Incentive Education, below, for the duration of this CBA. On January 1, 2022, education incentive pay will be frozen at the level submitted and approved for those employees who have not completed an approved degree. After that date, additional education incentive pay will be subject to the current program parameters.

20.7 Grandfathered Education Incentive Program

20.7.1 This program is based on college units and college degrees within the Fire Service as defined under a Fire Science/Fire Administration Program curriculum. Subjects not related directly to the fire field but part of the requirements or electives towards a degree shall be counted as a part of this program as defined in Section 20.5.

20.7.2 All applications for education incentive shall be presented to the Fire & Emergency Services Director prior to becoming eligible for credit under this program. Personnel achieving an Associate or Bachelor Degree in Fire Science/Fire Administration shall be paid the percentage indicated in 20.5 for said degree.

20.7.3 When a Battalion Chief has not received a degree, courses/credits completed will be accepted under this program as set forth below.

20.7.4 Requirements for Education Incentive Pay

<u>% OF BASE PAY</u>	<u>AA DEGREE/CREDITS</u>	<u>BA/BS DEGREE/CREDITS</u>
1%	20% of credit requirements	10% of credit requirements
2%	40% of credit requirements	20% of credit requirements
3%	60% of credit requirements	30% of credit requirements
4%	80% of credit requirements	40% of credit requirements
5%	AA Degree	50% of credit requirements
6%		60% of credit requirements
7%		70% of credit requirements
8%		80% of credit requirements
9%		90% of credit requirements
10%		BA/BS Degree

20.7.5 All employees receiving education incentive pay on January 1, 2007 shall not suffer a reduction in existing percentage of compensation because of the agreed upon revisions. Eligibility for any further increases shall be contingent upon meeting the requirements set forth above.

20.7.6 To receive credits for Fire Education Incentive Pay, bargaining unit members must provide a transcript and Fire Science/Fire Administration curriculum from the college issuing the transcript. A letter from the course administrator is required for determination of appropriate credit allowance. Credits offered for pay under this program must have a "C" grade average.

20.7.7 Requests for pay in excess of the 5% step level must be predicated on upper division level credits for classes that fit into a four (4) year Fire Science/Fire Administration curriculum for a four (4) year college degree. Unused service credits to the maximum of thirty (30) may be used as upper division electives if accepted by the college.

20.7.8 All members of the bargaining unit in classifications covered by this labor agreement are eligible to participate in the Education Incentive Program.

ARTICLE 21 -- SICK LEAVE

21.1 Sick Leave for LEOFF II Employees

Full-time and temporary LEOFF II employees shall accrue sick leave as follows:

	<u>Accrual Rate</u>
40 hour per week employees	8 hours per month
24 hour shift employees:	
1) With less than 1440 hours accrued sick leave	24 hours per month
2) With 1440 or more hours accrued sick leave	12 hours per month

Twenty-five percent (25%) of unused sick leave accrued by each LEOFF II employee will be paid to the employee by the City, up to a maximum payout of \$12,000, when such employee separates from service with fifteen (15) or more years of employment with the Richland Fire Department.

21.2 Advance of Sick Leave for New Employees

New employees will be advanced a sick leave allowance equal to that, which would be accrued in six (6) months at the LEOFF II accrual rate, and will begin their regular LEOFF II accrual at the end of six (6) months' employment. An employee whose employment terminates for any reason during the first six (6) months must repay the City for sick leave used in excess of the LEOFF II accrual rate for the period of actual employment. For temporary employees, sick leave advancement shall be limited to the amount that they would normally accrue during their period of employment.

21.3 Employees shall be allowed to donate accrued sick leave to other employees within the bargaining unit with less than thirty-six (36) months of service. A donating employee may give to more than one (1) employee but not to exceed twenty-four (24) hours per receiving employee per year. Receiving employees can receive unspecified number of hours from various donors. Donation does not impact perfect attendance.

21.4 At the beginning of each year the City shall deposit twelve (12) hours per 24 Hour Shift bargaining unit position per year into the Union's Business Leave Bank. This will be funded by a corresponding reduction of 12 hours of sick leave from each member's accrued sick leave balance. At the beginning of each year the City shall deposit ten (10) hours per 40 Hour Day Shift bargaining unit position per year into the Union's Business Leave Bank. This will be funded by a corresponding reduction of 10 hours of sick leave from each member's accrued sick leave balance.

21.5 This bank will be used, at the discretion of the principal officers of the Union, to offset the cost of time off for Union business (attendance at the Union's associated conventions, seminars, meetings, etc.). Union Business Leave taken will be paid to the applicable employee on approved Union leave (during a normally scheduled shift) from the Union Business Leave Bank balance on an hour-for-hour basis. If the Union Business leave causes

overtime, it will be taken from the Union Business Leave Bank at the overtime rate. In the event there is insufficient balance of Union Business Leave available, the employee must arrange for time off of their normal shift. Employees taking Union Business Leave are responsible for following the normal process and timing for requesting time off.

- 21.6 Employees working the 40-hour shift schedule shall accrue Washington's paid sick leave (State Sick Leave) in accordance with City policy. Paid sick leave accruing in accordance with Washington law and the City policy is a subset of existing Sick Leave accruals.

ARTICLE 22 -- PAID LEAVES

22.1 Vacation Leave

Regular full-time employees shall accrue vacation time as set forth below, based on length of service with the City. No employee shall be eligible to use vacation time accrued until they have worked for the City a minimum of six (6) calendar months.

- 22.1.1 Employees working a 40-hour base week shall accrue vacation time on the following basis:

<u>Length of Service</u>	Monthly Rate of Vacation <u>Credit in Hours</u>
1st through 9 years	12
10th through 15 years	14
16th through 20 years	16
Over 20 years	18

Accumulation of vacation shall not exceed 339 hours at year's end.

- 22.1.2 Employees working 24-hour shifts shall accrue vacation time on the following basis:

<u>Length of Service</u>	Monthly Rate of Vacation <u>Credit in Hours</u>
1st through 9 years	14
10th through 15 years	16.25
16th through 20 years	19
Over 20 years	21

Accumulation of vacation shall not exceed four-hundred eight (408) hours at year's end.

22.2 Vacation Bonus Days

Regular full-time employee(s) working a 40-hour base week and with one (1) continuous year of service shall be eligible to earn one (1) vacation bonus day (ten (10) hours) after non-use of sick leave and leave without pay collectively. Regular full-time employee(s) working Firefighter 24-hour shifts who have completed one (1) continuous year of service shall be eligible to earn one (1) vacation bonus Firefighter 24-hour shift after non-use of sick leave and leave without pay collectively.

22.3 Family Leave

Battalion Chiefs shall be granted family leave for injury, illness, birth or death in the employee's family, when employee's presence is needed.

22.3.1 40-hour week employees shall be granted forty (40) hours family leave per year. 24-hour shift employees shall be granted seventy-two (72) hours family leave per year.

22.3.2 Hours needed in excess of the limits listed in 22.4.1 shall be charged to sick leave or vacation per the employee's request after being approved by the Department Director or above or as provided by State Statute. Sick leave used to extend family leave shall impact the employee's perfect attendance date unless prohibited by law.

22.3.3 For Family Leave purposes, "Employee's Family" shall be defined as the employee's spouse, 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, grandfather-in-law, grandmother, grandmother-in-law, grandchild, or any person permanently residing with the employee. Step relatives of the relations listed shall also be considered as part of the employee's family.

22.4 Personal Business Vacation Leave

Battalion Chiefs working 24-hour shifts shall be granted up to seventy-two (72) hours of personal business vacation leave annually. Battalion Chief's working a forty- (40) hour week shall be granted forty (40) hours of personal business vacation leave annually.

22.5 Twenty-four hours / ten hours (24 hrs Shift / 10 hrs Days) of the seventy-two / forty (72/40) hours may be taken at the employee's discretion. Such time must be taken in blocks of eight (8) hours or more. Vacation shall be charged at the applicable overtime rate against the employee's accrued vacation for each hour taken. Discretionary use of personal leave will impact perfect attendance. Employees transferring from days to shifts or vice-versa shall have the bonus prorated for the amount of time spent on shift.

Forty-eight / thirty (48/30) hours of the seventy-two / forty (72/40) hours may be taken for those situations, which require the employee's presence and which cannot be scheduled to another time. Examples include: childcare, business appointments. Recreational or other

pleasure activities are not included. The determination of whether the situation qualifies for such leave rests solely with the City. The City may request documentation to support the justification for the use of such leave. Vacation shall be charged for the exact amount of leave used.

Battalion Chiefs not using personal business vacation leave in a calendar year shall receive Twenty-four/Ten (24/10) hours of bonus vacation accrual to be paid cash compensation in lieu of time off.

- 22.6 Eligible employees will be allowed up to twelve (12) weeks of unpaid leave in accordance with the Family Medical Leave Act. The City may require an employee to use any and all accrued leave as part of the FMLA leave. Other State or Federal laws may provide other protected paid or unpaid leave, and the provisions of this section are not intended to expand upon federal or state law.

22.6.1 Employees are entitled to receive notice of their eligibility for and right to use various State and Federal leaves. In order to ensure employees receive the required notifications from Human Resources (HR), when employees use paid or unpaid time off for absences due to their own or a family member's illness or injury exceeds three normally scheduled shifts, human resources shall be notified of the absences and anticipated return, if known. Such notification shall be provided by the employee's command staff. Additionally, the employee may choose to notify HR directly.

Employees on non-occupational sick leave for their own illness or injury who choose to utilize State or Federally protected leave concurrent with sick or other paid time off, or as unpaid leave following use of paid time off, shall be subject to the City's requirements for use of that State/Federal leave and associated City policies, to include City requirements for returning to work.

22.7 Military Leave

Any regular, probationary, or temporary employee who is a member of the State National Guard or a federal reserve military unit shall be entitled to time off in accordance with governing law.

22.8 Vacation Leave Donation/Transfer

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

An employee is eligible for donated vacation leave when 1) they 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.

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one (1) time in any concurrent five (5) year period.

An eligible employee requiring use of donated vacation leave shall notify their Department Director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval.

City employees may donate vacation leave to other employees under the following conditions:

- 1) A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
- 2) Vacation 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 actual donations needed each pay period will be used by Finance during payroll processing. If the recipient does not use all the leave donations offered by employees, the donation form shall be destroyed by Finance.

ARTICLE 23 -- LEAVE CONVERSION AND MAXIMUM USAGE

- 23.1 Because shift changes are usually accomplished during the first part of the year, Family and Emergency Leave hours shall be restored to the appropriate maximum granted in [Article 22](#) whenever an employee transfers from a 40-hour per week position to a 24-hour shift position, or vice versa.
- 23.2 Whenever an employee changes from 24-hour shifts to days, Sick Leave and Vacation accrual totals shall be multiplied by 0.83088. When changing from days to 24-hour shift, Sick Leave and Vacation shall be multiplied by 1.2035. The multipliers are based on hours worked per week.

The accrual rates shall be changed to reflect the appropriate rate for the position being worked on the last day of each month. Accruals by 40-hour shift employees who then convert to a 24-hour shift shall be managed in accordance with City State Sick Leave policy.

23.3 Leave of Absence Without Pay

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 Department Director. Prior to requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, 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.

A regular full-time employee with a minimum of five (5) 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 requesting such leave, the employee must have exhausted all of the employee's paid leave. During such leave, the employee will not accrue sick leave, vacation leave or any other benefits, and the employee's seniority will be frozen. Upon return from such leave, the employee may 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.

ARTICLE 24 -- OVERTIME PAY

24.1 All overtime work for 24-hour shift employees shall be compensated at one and one-half (1.5) times the regular hourly rate of pay, except as provided in Section 24.1.1 and 24.1.2 and subsections thereof.

24.1.1 For bargaining unit members regularly working a 40-hour base week, who are on a scheduled leave or day off and assigned to a shift for overtime, shall be paid at 1.5 times their current rank equivalent for an Operations Division employee's rate of pay (at the appropriate step) calculated on a 2504 scheduled hours work year (48.154 hours per week x 52 weeks per year).

24.1.2 Classroom time or other related preparation time, outside of normal working hours, for department-*required* training, training related to maintaining EMS, Haz Mat, and TRT certifications as outlined in [Articles 28, 34](#), and [38](#), and training required as part of individual staff assignments (i.e. SCBA Technician, Fire Investigator, SME, etc.) shall be compensated at the employee's regular overtime rate. Course registration, fees, travel, or other related costs are addressed by Department policies.

24.1.2.1 Classroom time or other related preparation time, outside of normal working hours, for training that is not *required* but nonetheless the

employee has been approved to attend and is directly related to the employee's current work shall be compensated at the Training Rate of one and one-half (1.5) times the current minimum wage rate. Course registration, fees, travel, or other related costs are addressed by Department policies.

24.1.2.2 Classroom time or other related preparation time, outside of normal working hours, which is for purposes of promotional preparation, development of skills outside the scope of current work, training that is primarily for the benefit of the employee and not the city, attainment of certifications outside the scope of current work, and formal education (i.e. for-credit college courses) shall be non-compensable. Course registration, fees, travel, or other related costs are addressed by Department policies.

24.1.2.2.1 When registration for an otherwise non-compensable course (as described under 24.1.2.2, above) requires the employee to obtain Richland Fire Department approval in order to attend, the Department's approval shall not be construed so as to change the nature of the course from non-compensable to compensable. The employee's attendance at the course does not constitute a work assignment and is non-compensable.

24.1.3 When mutually agreed, the City may grant day shift employees (40 hour per week workers) compensatory time off in lieu of overtime pay. Such compensatory time shall be granted at 1-1/2 times overtime hours worked and shall be scheduled for use at a time, which is mutually agreeable to the City and employee. In no event shall compensatory time accrual exceed two hundred (200) hours; and compensatory time shall either be used, or overtime hours be paid at 1-1/2 times the regular hourly rate of pay, within 12 months of when the overtime was performed.

24.1.4 Minimum overtime pay shall be equivalent to four (4) hours straight pay for all call backs, exception hold over pay.

24.2 The parties agree to the current departmental Battalion Chief Overtime Policy, except to the extent it is in conflict with this Article.

24.3 In the absence of the Operations Battalion Chief scheduled to be on duty, resultant overtime shall first be offered to a qualified Battalion Chief at the Shift Battalion Chief overtime rate listed in Section 24.1. If a qualified Battalion Chief does not fill the position, then a qualified member of the Firefighters' (Rank and File) bargaining unit may fill the position.

24.3.1 The requisite demonstrated task proficiencies for department members to perform as Operations Battalion Chief is described in the Battalion Chief: Performance Proficiency Tasks Policy. This policy will detail the requirements to be "qualified".

24.3.2 The terms, conditions, and mechanisms for calling in and documenting Battalion Chiefs' overtime is described in the Battalion Chief Overtime Policy.

ARTICLE 25 – INSURANCE

25.1 Health Insurance

The City and employee as represented by IAFF Local 1052-BC shall share the cost for health insurance coverage for employees and their dependents.

25.1.1 During the term of this agreement, unless otherwise indicated per [Appendix "B"](#), the employee shall contribute 1.75% of "F" step rate of firefighter/EMT monthly base salary towards the cost of the PPO+ Plan and then towards the LEOFF Health and Welfare Trust 6B plan upon its effective date. The City will contribute the balance of the cost. Additionally, unless otherwise indicated per [Appendix "B"](#), the City will cover the 1.75% cost of an employee only designation. All bargaining unit members will transfer medical and vision coverage to the LEOFF Trust Plan 6B effective February 1, 2012. IAFF members shall retain the City medical plan for the month of January 2012.

25.1.2 In conjunction with the IAFF members transfer to the LEOFF Trust Plan, an individual Health Reimbursement Account ("HRA") shall be established with A.W. Rehn and Associates. Annual contributions will be prorated and contributed monthly by the City for each bargaining unit member as follows:

- a) An HRA annual contribution in the amount of \$4,500.00 will be made by the City for each member with dependent(s), \$2,250.00 contributed for each member without dependents. HRA set up and annual fees shall be paid by the City, not to include an HRA debit card, which shall be borne by the employee. The HRA contributions will be prorated for all future members hired or terminated during the term of this agreement.

25.1.3 At the end of each annual claim submission period as determined by A.W. Rehn and Associates, excess monies in each HRA account will roll into an individual Health Savings Account ("HSA")/Voluntary Employee Benefit Association ("VEBA") account. All fees associated with said HSA/VEBA will be at the expense of the member.

25.2 Dental Plan

The City will pay for a dental plan which covers the employee and all of the employee's eligible dependents.

25.3 Vision Plan

Vision benefits are included through the LEOFF Health and Welfare Trust 6B Plan. The cost of the City's vision insurance plan will be part of the cost of medical coverage used in [Appendix "B"](#).

25.4 Life and Accidental Death & Dismemberment Insurance

The City will maintain basic Life and Accidental Death & Dismemberment ("AD&D") policies which provide an employee death benefit equal to two (2) times an employee's annual base salary, and a nominal basic life insurance benefit for spouse and child/ren. The City shall offer an employee paid supplemental life and AD&D benefit.

25.5 Post-Employment Health Program

During discussions for contracts effective in 2003, the City offered all bargaining units an irrevocable and one time opportunity to fund a post-employment health program. In lieu of participation and the long term funding requirements for this new benefit program, IAFF Local 1052 elected to take additional wages. As a result, it is understood that IAFF Local 1052 members are not, nor shall at any time in the future be, eligible to participate in the City's post-employment health benefit program.

ARTICLE 26 -- PRODUCTIVITY

- 26.1 The City and the Union shall work together to meet the production requirements of the Fire & Emergency Services Department to provide the public with efficient and courteous service, to encourage good attendance of employees on regular duty; and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 27 -- NOTIFICATION OF ABSENCE

- 27.1 Employees not able to report for duty at the beginning of a scheduled shift or shifts for reasons of sickness, disability, or other unscheduled absence causes, shall notify the on-duty shift supervisor prior to 0730 on the date of the scheduled work shift or shifts.
- 27.2 Employees may be excused from multiple notifications if the absence is known or expected to extend beyond the initial shift. Should circumstances preclude or inhibit an employee's ability to make notification of absence prior to 0730, the employee shall make such notification as soon as reasonably possible to do so.
- 27.3 40-hour week employees not able to report for duty at the beginning of a scheduled shift for reasons of sickness, disability, or other unscheduled absence causes shall, prior to 07:00, notify the Chief or their designee by phone (cell phone).

ARTICLE 28 -- MEDICAL CERTIFICATION/RECERTIFICATION AND TRAINING

Battalion Chiefs eligible for EMT basic pay with proper certification will receive \$35.00 per month per [Appendix "A"](#). The current employees with paramedic certification will continue to receive paramedic pay consistent with [Appendix "A"](#), provided the employees maintain proper certification.

The City shall pay off-duty paramedics and paramedic students overtime to attend live Ongoing Training and Education Program ("OTEP") and Medical Program Director ("MPD") meetings up to a maximum of eighteen (18) annually. Paramedics shall be paid for required training to maintain certifications (ACLS, PALS, and Advanced Airway Course).

ARTICLE 29 -- TERMS OF SUCCESSORSHIP

29.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto; or affected, modification, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto; or by the change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 30 -- PROBATIONARY PERIOD

30.1 Newly promoted Battalion Chiefs shall serve a twelve (12) continuous month probationary period. If the six (6) month appraisal is satisfactory, the officer will receive a merit increase to the next higher step. Probationary employees who take any type of continuous paid or unpaid leave greater than ninety (90) calendar days during their probationary period shall have their probation extended for the same number of calendar days the employee was on leave, for each 90-day or greater leave period.

ARTICLE 31 -- TERM OF AGREEMENT

31.1 This Agreement shall be for a term of four (4) years commencing January 1, 2018, through December 31, 2021.

ARTICLE 32 -- SAVINGS CLAUSE

32.1 If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 33 -- LONGEVITY PAY

- 33.1 Members of the bargaining unit that have completed twenty-five (25) years of service with the City shall receive longevity pay equal to five percent (5%) of their base pay.

ARTICLE 34 -- HAZARDOUS MATERIALS TEAM

- 34.1 The City agrees to pay for one (1) bargaining unit member specialty pay for leadership on the Tri-County Hazardous Materials Response Team ("HMRT"). Such pay shall be equal to three and one-half percent (3.5%) of top step Firefighter pay per month starting the date the Director assigns the BC to the HMRT team. The BC shall play a leadership, liaison, and coordinator role on the team, though may elect to participate in various training required of regular team members selected from the Rank and File Unit.
- 34.2 When there is no BC member on the HMRT, the City shall post a notification of an opening for a period of two (2) weeks (14 calendar days). A BC shall be selected from applications received by the Director, who shall determine the manner of the application and related materials to be submitted. Selection of a Battalion Chief shall be at the sole discretion of the Director.
- 34.3 The selected BC shall remain on the HMRT for a minimum of two (2) years. The BC may be removed from the team if a problem or condition occurs, at the discretion of the Director. A BC may resign from the team prior to two years of membership by notifying the Director in writing. Should the City withdraw from participation on the HMRT and cease to provide that service, then the BC shall cease to receive the additional pay for membership on this team.
- 34.4 Off-duty BC team members shall be paid at their regular overtime rate of pay for the following items:
- a) All emergency response time;
 - b) Required HMRT meetings;
 - c) All required training time (drills and classes).

An on-duty BC of the HRMT shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other BC bargaining unit member's rights to use their leaves (including moving of Kelly Days).

- 34.5 The responsibility and authority for the operation of the HMRT, including policies and procedures, rests solely with the Board of Directors.

- 34.6 If significant changes to the related conditions or procedures are proposed or enacted, this Article will be reopened at the request of either the City or the Union to negotiate the impact of such changes.

ARTICLE 35 -- AGREEMENT TO BARGAIN

- 35.1 Nothing in this agreement is to be considered as a waiver by the Union of their rights to request and require bargaining on any changes initiated by the Employer, which impact hours, wages, or working conditions.

ARTICLE 36 -- GROOMING STANDARDS

- 36.1 The uniformed members of the Richland Fire & Emergency Services Department will maintain a standard of grooming and a reasonable uniformity of appearance, as defined in the Department policy. The policy addresses both safety standards as well as ensuring employees impart to the public we serve an image of competence, efficiency and pride in the City and the Department. The policy shall ensure employees are groomed in such a way as to inspire confidence by the public.

ARTICLE 37 -- DRUG & ALCOHOL TESTING POLICY

- 37.1 Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

Such voluntary action must be done prior to any act or reasonable suspicion that would result in being asked to submit to discovery testing and/or disciplinary action.

It is understood between the parties that the disciplinary action referred to here in Section 37.1 of the Collective Bargaining Agreement may be termination of employment if, through the commitment of such an act as described in this Article, results in personal injury or death of a City employee or member of the general public; destruction of or damage to City equipment or property; destruction of or damage to public or private property.

Other such infractions as covered by this Article shall be dealt with in accordance with their merits.

- 37.2 Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs, or is using illegal drugs, the employee in question will be asked to submit to discovery testing including, breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or illegal drugs.

An employee who refuses to submit to discovery testing for alcohol and/or illegal drugs shall be presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

- 37.3 For the purpose of administering this Article the following definition of terms is provided:

Reasonable Suspicion:

Reasonable Suspicion is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the influence - The following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type of Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCHA)	50	15
Cocaine metabolites Benzoyllecgonine	150	100
Opiate metabolites Codeine/Morphine Codeine Morphine	2000	2000 2000

6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Amphetamines – AMP/MAMP Amphetamine (AMP) Methamphetamine (MAMP)	500	250 250 (specimen must also contain at least 100 ng/ML of amphetamine)
Methylenedioxymethamphetamine (MDMA) Methylenedioxyamphetamine (MDA) Methylenedioxyethylamphetamine (MDEA)	500	250 250

Level of the positive result for ethyl alcohol....0.04 gr/dl

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or possession is prohibited by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

37.4 If an employee is required to submit to a drug test, the following procedure shall be followed:

- 1) The employee shall be given an opportunity to confer with a Union representative if one is readily available and the employee has requested said conference.
- 2) The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Union representative may be present during this discussion.
- 3) The City may request urine and/or blood samples.
- 4) Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The City shall transport the employee to the collection site. The City and/or

Union representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.

- 5) All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Union representative and proper chain-of-custody procedures shall be followed.
 - 6) The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.
 - 7) If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.
 - 8) At the employee's or the Union's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Union for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
 - 9) The City, the employee and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available by the Medical Review Officer (MRO).
- 37.5 The Medical Review Officer shall be chosen and agreed upon between the City and the Union. The role of the MRO will be to review, interpret and confirm positive test results and communicate the results as previously specified. The MRO shall review all pertinent medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- 37.6 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, or reported to work while under the influence of alcohol, the employee may be subject to discipline including immediate discharge.
- 37.7 The employee has the right to challenge any discipline imposed in the same manner that the employee may grieve another Employee action.
- 37.8 Changes to this Article regarding applicable statues and DOT standards pertaining to substance abuse and a drug free workplace will be addressed in labor management.

ARTICLE 38 -- TECHNICAL RESCUE TEAM

- 38.1 The City agrees to pay specialty pay for one (1) bargaining unit member's participation on the Technical Rescue Team ("TRT"). Such pay shall be equal to three and one-half percent (3.5%) of top step Firefighter pay per month. The Director assigns the BC to the TRT. The BC shall play a leadership, liaison, and coordinator role on the team, though may elect to participate in various training required of regular team members.
- 38.2 When there is no BC member on the TRT, the City shall post an opening for a minimum of two weeks (fourteen (14) calendar days). A BC shall be selected from applications received by the Director. Selection of a BC shall be at the sole discretion of the Director.
- 38.3 The selected BC shall remain on the TRT for a minimum of two (2) years. The BC may be removed from the team if a problem or condition occurs, at the discretion of the Director.
- 38.4 A BC may resign from the TRT prior to two (2) years of membership by notifying the Director in writing. Should the City withdraw from participation in the TRT and cease to provide that service, then the BC shall cease to receive the additional pay for membership on this team.
- 38.5 Off-duty BC team members shall be paid at their regular overtime rate of pay for the following items:
- a) All emergency response time;
 - b) Required TRT meetings;
 - c) All required training time (drills and classes).
- An on-duty BC of the TRT shall be replaced as needed for required meetings and required training. Said training and meetings shall not impact other bargaining unit member's rights to use their leaves (including moving of Kelly Days).
- 38.6 TRT operational and training policies and procedures will be developed by the Department with input from TRT members.
- 38.7 The BC on the TRT shall instruct non team member BCs on technical rescue issues on an as needed basis. Should this occur off duty then the team member shall be compensated at the applicable overtime rate.

ARTICLE 39 -- DEFERRED COMPENSATION

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

The City shall match employee contributions in deferred compensation up to four percent (4%) of the rate of pay of the Battalion Chief or based on [Appendix "A"](#) only for the first fifteen (15) years of continuous City service. After fifteen (15) years of service, the City shall continue to pay the four percent (4%) to deferred compensation with no match required from the employee.

Employees may select either the City's 457 plan or the IAFF-FC Section 457 plan during the City's open enrollment period each year.

ARTICLE 40 -- WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN

- 40.1 The City shall contribute \$75 per month, per BC bargaining unit member to the Washington State Council of Firefighters Medical Expense Reimbursement Plan ("MERP").
- 40.2 The maximum contribution by the City is fixed at \$75 per month per BC bargaining unit member, and shall not increase at any time.
- 40.3 The Union and the Employees agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, demands, lawsuits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and Employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the MERP. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP.
- 40.4 Under no circumstances whatsoever will the Employer be liable for direct pay any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

ARTICLE 41 -- PERSONNEL RECORDS

Human Resources shall maintain a complete personnel file on each employee. Employees may review this file by setting up an appointment with a member of the Human Resources staff.

ARTICLE 42 -- NO SMOKING

It is understood that the parties (the City of Richland and IAFF Local 1052 BC) have reached an agreement concerning the application of R.M.C. sections 2.58.010 through 2.58.060. The terms of this agreement are as follows:

- a) Except as delineated below, use of tobacco products in municipally owned buildings and vehicles shall be governed by City code, provided that restrictions in the City Code are not applicable to the use of smokeless tobacco products.

- b) IAFF Local 1052 BC shall be responsible for supplying and maintaining appropriate receptacles for disposal of smoked and smokeless tobacco product waste.

ARTICLE 43 -- WELLNESS/FITNESS PROGRAM

The City and Union agree to work toward a Wellness/Fitness Program with the IAFF/IAFC Initiative being the template and ultimate goal.

FINAL DRAFT

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of November, 2018.

CITY OF RICHLAND, WA

IAFF,
BATTALION CHIEFS, Local No. 1052 BC

CYNTHIA D. REENTS Date
City Manager

MIKE WROOLIE Date
Battalion Chief Representative,
IAFF Local #1052 BC

JON AMUNDSON, ICMA-CM Date
Assistant City Manager

JOSH PATTERSON Date
President, IAFF Local #1052

ALLISON JUBB Date
Human Resources Director

STEIN KARSPECK Date
Secretary-Treasurer, IAFF Local #1052

Tom Huntington Date
Fire & Emergency Services Director

Cathleen Koch Date
Administrative Services Director

ATTEST:

MARCIA HOPKINS Date
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY Date
City Attorney

APPENDIX A

2018 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2018 payroll year (December 25, 2017), the wage schedule reflects a ten percent (10%) base wage increase above Captain base wages/steps (Note: Captain base wage increased by 3.0%).

Position	E	F
BATTALION CHIEF(24 hour)	8,750	9,142
BATTALION CHIEF(40 hour)	9,625	10,056

2019 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of 2019 payroll year (December 24, 2018), the wage schedule reflects a ten percent (10%) base wage increase above Captain base wages/steps (Note: Captain base wage increased by 3.0%).

Position	E	F
BATTALION CHIEF(24 hour)	9,012	9,416
BATTALION CHIEF(40 hour)	9,913	10,358

2020 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2020 payroll year (December 23, 2019), the wage schedule reflects a ten percent (10%) base wage increase above Captain base wages/steps (Note: Captain base wage increased by 2.5%).

Position	E	F
BATTALION CHIEF(24 hour)	9,238	9,653
BATTALION CHIEF(40 hour)	10,162	10,618

2021 CLASSIFICATIONS & WAGES

Effective the 1st payroll period of the 2021 payroll year (December 21, 2020), the wage schedule reflects a ten percent (10%) base wage increase above Captain base wages/steps (Note: Captain base wage increased by 2.5%)

Position	E	F
BATTALION CHIEF(24 hour)	9,469	9,893
BATTALION CHIEF(40 hour)	10,416	10,882

APPENDIX A -- CONTINUED

MEDICAL POSITION PAYS:

EMT	Add \$35.00 per month to above rate
P-1	Add 6% of top Firefighter pay to above rate
P-2	Add 10% of top Firefighter pay to above rate

FINAL DRAFT

APPENDIX B

LEOFF TRUST CONTRIBUTION ANALYSIS

Definitions:

- I. **Scheduled Contribution by Agreement** - 1.75% of F step rate of Firefighter / EMT monthly base salary.
- II. **Comparative Cost Analysis** - Comparison of City Self-Insured Medical and Vision costs to LEOFF Trust and HRA costs for bargaining unit members based on same census and calculated annually at renewal.
- III. **Self Insured Cost Calculation – City** - Self-Insured Medical composite rate plus the maximum liability change as calculated by Conover Insurance plus the composite Vision premium. Calculation to be based on City's lowest deductible health plan.
- IV. **Adjusted Contribution** - LEOFF Trust and HRA expected expenses that exceed the City self-insured cost calculation by comparative cost analysis would be distributed among IAFF members as additional bi-weekly payroll deductions.
 1. Any savings illustrated by the annual evaluation of costs for the coming year will not affect a reduction in contributions below the bargaining unit agreement and will not carry over from year to year.

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 1	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,500.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	4.00%		
COMPARATIVE COST	\$1,560.00	53	\$82,680.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$83,794.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$77,609.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$77,609.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			-\$6,567.62
City Self Insured Plan ANNUAL			\$931,315.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	(= SAVINGS)		\$78,811.44

FINAL DRAFT

EXAMPLE OF COMPARATIVE COST EQUATION VS. LEOFF TRUST COST			
FOR ANALYSIS # 2	FOR ILLUSTRATION ONLY		
City Self-Insured Monthly HYPOTHETICAL COMPOSITE RATE	\$1,400.00	Employee Count	MONTHLY TOTALS
Conover Benefits, Inc. % of change in the Fixed + Maximum Liability from 2011 to 2012 Based on HYPOTHETICAL RENEWAL PROPOSAL	0.50%		
COMPARATIVE COST	\$1,407.00	53	\$74,571.00
Plus Monthly Vision Costs	\$21.03	53	\$1,114.59
SUB TOTAL			\$75,685.59
Minus Monthly Tiered Contributions			
EE Only	\$90.00	5	\$450.00
EE Plus Spouse	\$110.00	6	\$660.00
EE Plus Child / Children	\$100.00	7	\$700.00
EE Plus Spouse Plus Child / Children	\$125.00	35	\$4,375.00
		TOTAL	\$6,185.00
TOTAL MONTHLY COST			\$69,500.59
LEOFF TRUST PREMIUM 2012 - NEW RATE STRUCTURE		Estimated Census	
Employee, Spouse, Child	\$1,158.98	12	\$13,907.76
Employee, Spouse, Children	\$1,296.94	23	\$29,829.62
Employee only	\$420.82	5	\$2,104.10
Employee plus Spouse	\$896.82	6	\$5,380.92
Employee plus Child	\$682.98	3	\$2,048.94
Employee plus Children	\$820.94	4	\$3,283.76
			\$56,555.10
Plus HRA Set up \$600 / 12	\$50.00		\$50.00
Plus HRA Monthly Admin	\$5.25 ppm	53	\$278.25
Plus HRA Monthly Contribution by City			
EE Only \$2250.00 / 12	\$187.50	5	\$937.50
EE Plus Family \$4500.00 / 12	\$375.00	48	\$18,000.00
SUB TOTAL			\$75,820.85

Minus Monthly Contributions	\$0.00	5	
2011 1.75% F Step ESTIMATE	\$99.56	48	\$4,778.88
TOTAL MONTHLY COST			\$71,041.97
City Self Insured Plan MONTHLY			\$69,500.59
LEOFF Trust MONTHLY			\$71,041.97
MONTHLY DIFFERENCE			\$1,541.38
City Self Insured Plan ANNUAL			\$834,007.08
LEOFF Trust ANNUAL		Minus	\$852,503.64
ANNUAL DIFFERENCE	Additional Cost		-\$18,496.56
Divided by 53 Members = \$29.08 per month Additional Contribution			

APPENDIX C

IAFF MOA#: 2018-01-IAFF BC

Memorandum of Agreement

Restructure of Bargaining Unit Work and Fire Department Personnel Structure

May 8, 2018

The Richland Fire & Emergency Services Department ("RFD") projects continued growth necessary to serve our community over the next five (5) years and beyond. This growth potentially results in additional fire stations, greater operational leadership need, and other transitions. Also, the current Battalion Chiefs ("BCs") are all within a narrow window of projected retirements, which would result in the need for an entirely new BC team. Combined, these circumstances create the ideal opportunity to examine a restructure of RFD to maximize the effective of administrative work currently performed by BCs.

The parties recognize that transitioning bargaining unit administrative work to management is a mandatory subject of bargaining. Historically, a substantial portion of the BC unit's administrative duties were performed by unaffiliated City employees. When those unaffiliated position vacancies were not filled due to a planned restructure, the administrative work shifted to BCs. City may choose to restructure the Department to add future unaffiliated leadership position(s), and the City desires to move certain administrative work currently performed by BCs to unaffiliated management.

This MOA fully addresses the decision, impacts and effects of the unit's loss of such administrative work for the existing BCs. As identified below, the existing BCs shall receive the benefits identified herein beginning January 1, 2018, until otherwise negotiated by the parties.

During the period of this MOA, the City may choose to allow BCs, on a non-precedence-setting basis, to continue to perform the administrative work that has been assigned to management through this MOA. The City's decision to assign BCs to perform this administrative work after execution of this MOA shall rest solely and unilaterally with management, whether or not the City independently and unilaterally decides to implement changes in departmental structure creating unaffiliated leadership personnel.

Key Understandings and Parameters

1. All restructure changes are the sole and unilateral decision of the City, except transferring unit administrative work from BCs to unaffiliated position(s). It is recognized by the parties that the City will likely need one additional FTE in a leadership role. The intent of this MOA is to add that position to unaffiliated management personnel.

Based on current workloads, there are currently no plans for reducing the number of Unit members (currently at five (5) Battalion Chiefs). It is also understood that no guarantees of future staff levels are being made through this MOA.

2. Should the City choose to employ unaffiliated management-level personnel, they will assume work of multiple areas of work currently recognized by the parties as part of Unit administrative duties, examples of which are listed below. This enables the BCs to focus more on operational matters, while remaining involved in some aspects of the administrative duties, including at the level of operational impact.
3. BC work that shall be reassigned to management includes but is not limited to:
 - a) Fire Marshal duties – it is understood that the unit will retain the Fire Marshal title and duties, and unaffiliated personnel may perform some or all of the duties without grievance or Unfair Labor Practice Charge. Oversight of the Fire Marshal shall remain outside the Unit, and it is understood that, for practical purposes, members of the Unit shall perform much of the Fire Marshal work (investigations, inspections, etc.). Further, it is understood that Rank and File personnel perform certain Fire Marshal duties, and is not impacted in any way by the transfer of work from the Unit (BCs) to management.
 - b) Oversight of the selection / assessment processes for department vacancies and special teams.
 - c) Labor relations including grievance management at the direction of the Director.
 - d) Oversight of performance management and disciplinary matters; oversight of investigations; maintenance and updating of personnel policies.
 - e) Acting Fire Chief.
 - f) Incident Command System responsibilities.
 - g) Public relations and community outreach.
 - h) Partnership and coordination with other emergency agencies related to emergency response plans.

- i) Organizational development; training and leadership development of command staff; general oversight of the training and development programs of other RFD staff.
 - j) Develop and participation in Annual Budget and Capital planning.
 - k) Analyze existing facilities, equipment and other resources and make recommendations related to long-term planning.
 - l) Liaison with other City departments, including Police, Finance, and other internal partners.
 - m) Oversight of various special projects.
4. Work in the above areas is hereafter defined, by this MOA, as unaffiliated management work. The performance of such work by individual(s) not represented by the IAFF shall not result in a grievance or an Unfair Labor Practice charge.
5. It is understood and agreed by both parties that if BCs are delegated work or participate in the execution of the above work, such work does not become work of the bargaining unit, and each instance of BCs performing such work is non-precedence setting.

Benefits in Consideration for the Transition of Work to Management

In consideration of the above transition, the Unit members shall receive the following, to be defined by the CBA, unless and until the benefits are otherwise negotiated:

Sick Leave Annual Cash Out funding VEBA Contribution

All BCs are required to participate in the annual cash out of sick leave as follows:

- i. Every December, within a payroll period defined by management, those BCs assigned to a 24-hour Shift during the designated pay period, and who have a Sick Leave balance of over 1440 hours, shall sell back 50% of the hours over 1440, to a maximum of 150 hours, which shall be placed in the members' established VEBA account.
- ii. Every December, within a payroll period defined by management, those BCs assigned to a Day Shift during the designated pay period, and who have a Sick Leave balance of over 1196 hours, shall sell back 50% of the hours over 1196, to a maximum of 124 hours, which shall be placed in the members' established VEBA account.

- iii. The above maximum hours presumes the conversion method identified in Section 23.2 has been applied.
- iv. No individual elections or opt-outs are allowed.

For the City of Richland:

For the IAFF, Local No. 1052:

Cynthia D. Reents, ICMA-CM
City Manager

Josh Patterson
President

Allison Jubb
Human Resources Director

Stein Karspeck
Secretary/Treasurer

Tom Huntington
Fire & Emergency Services Director

FINAL DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Items for Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Library Board: Phoenix Danz and Emily Booth

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Phoenix Danz to Position No. 4 and Emily Booth to Position No. 5 on the Library Board.

Summary:

Position Nos. 4 and 5 on the Library Board are currently vacant. Position No. 4 has an unexpired term until September 30, 2019, and Position No. 5 has an unexpired term until September 30, 2024.

Chair Lunstad and Council Liaison Lukson recommend the appointments of Phoenix Danz to Position No. 4 and Emily Booth to Position No. 5.

The term for Position No. 4 is effective November 20, 2018 through September 30, 2019. The term for Position No. 5 is effective November 20, 2018 through September 30, 2024.

Candidate application packets are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. Library Board Recommendations

From: [Barada, Kylie](#)
To: [Barham, Debby](#)
Subject: Library Board Recommendation
Date: Wednesday, October 31, 2018 9:42:52 AM

Good morning Debby,

Library Chair, Jana Kay Lunstad, and Council Liaison, Ryan Lukson, recommend Phoenix Danz to Position No. 4 of the Richland Public Library Board and Emily Booth to Position No. 5 of the Richland Public Library Board.

Thank you,

Kylie Barada | Support Specialist

Richland Public Library

955 Northgate Drive

Richland, WA 99352

509.942.7450

kbarada@ci.richland.wa.us



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/20/2018

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from October 29, 2018 - November 9, 2018 for \$9,506,867.62 including Check Nos. 262093-262427, Wire Nos. 7184-7207, Payroll Check Nos. 140374-140907, and Payroll Wire/ACH Nos. 10710-10732

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from October 29, 2018, to November 9, 2018 in the amount of \$9,506,867.62.

Summary:

Breakdown of Expenditures:

Check Nos.	262093-262427	1,513,289.13
Wire Nos.	7184-7207	5,482,366.06
Payroll Check Nos.	140374-140907	21,558.56
Payroll Wires/ACH	10710-10732	2,489,653.87
TOTAL		\$9,506,867.62

Fiscal Impact:

Yes

Total Disbursements: \$9,506,867.62. Disbursements (wire transfers) include \$4,739,295.53 for principal and interest bond payments to US Bank Trust.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
OCTOBER 29 - NOVEMBER 9, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 7184 to 7207		
AW Rehn Insurance	Fire Health Reimbursement Account	21,000.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	479,748.09
Discovery Benefits	Section 125	7,647.07
LEOFF Trust	Fire Health Premiums	82,696.62
Payment Processing, Inc.	Landfill Merchant Service Fees	2,278.81
Richland Golf Management Corporation	Col. Pt. Operating Reimb	149,699.94
US Bank Trust	Principal/Interest Bonds	4,739,295.53
	Total Claim Wire Transfers	\$ 5,482,366.06
Payroll Wires & Direct Deposits (ACH) - Wire No. 10710 to 10732		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,489,653.87
Total Claim & Payroll Wires/ACH		\$ 7,972,019.93

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	000	UNASSIGNED			
RECWARE REFUND		092518	262100	DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$425.00
			262103	DEPOSIT REFUND	\$425.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$150.00
			262136	DEPOSIT REFUND	\$150.00
				DEPOSIT REFUND	\$200.00
				DEPOSIT REFUND	\$425.00
WEST SIDE CHURCH		060718BUSLIC	262175	BUS LIC OVRPMT EMP CNT REFUND	\$420.00
WHITBY, JARIN		18-274 WHITBY	262311	18-274 NTOA CONFERENCE	\$148.50
UNASSIGNED TOTAL ****					\$2,893.50
Division:	100	CITY MANAGER			
BOGNER RENTALS		10.3.18COR	262329	AUDIO/VISUAL COMMUNITY MTG	\$200.00
REENTS, CYNTHIA		18-408 REENTS	262155	18-408 ICMA	\$893.30
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$62.43
CITY MANAGER TOTAL ****					\$1,194.37
Division:	101	CITY CLERK			
CODE PUBLISHING INC		61528	262337	WEB UPDATE 10/09/2018	\$387.19
TRI CITY HERALD	S018104	0003842218	262171	ORD 46-18 RAN ON 9/9/18	\$61.80
	S018104	0003853290		MTG NOTICE 092018 COUNCIL RAN	\$34.61
	S018104	0003860988		PHN 100218 COUNCIL RAN ON 9/23	\$56.85
	S018104	000386099		PHN 100218 COUNCIL RAN ON 9/23	\$69.21
	S018104	0003861046		PHN 100218 COUNCIL RAN ON 9/23	\$69.21
	S018104	0003861050		PHN 100218 COUNCIL RAN ON 9/23	\$69.21
	S018104	0003864281		ORD 47-18 ACM RAN ON 9/23/18	\$29.66
	S018104	0003864318		ORD 48-18 ACM RAN ON 9/23/18	\$29.66
CITY CLERK TOTAL ****					\$807.40
Division:	102	CITY ATTORNEY			
BENTON COUNTY TREASURER		SEPT 2018	262190	DISTRICT COURT/OPD-AUGUST 2018	\$67,208.94
JOYCE ZIKER PARKINSON PLLC		51205	262249	TRAVELERS LITIGATION	\$1,168.50
KINTZLEY, HEATHER		18-363 KINTZLEY	262141	18-363 WCIA	\$18.00
OGDEN MURPHY WALLACE, PLLC		817441	262269	WIRELESS CODE	\$2,766.90
THOMSON REUTERS-WEST		839001135	262301	INFORMATION CHARGES-SEPT 2018	\$2,215.32
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$38.64
	P059694			AUGUST WIRELESS CHARGES	\$38.64



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P059695	9815508154	262174	SEPTEMBER WIRELESS CHARGES	\$38.64
	P059695			SEPTEMBER WIRELESS CHARGES	\$38.64
CITY ATTORNEY TOTAL ****					\$73,532.22
Division:	110	ASSISTANT CITY MANAGER			
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$38.64
ASSISTANT CITY MANAGER TOTAL ****					\$77.28
Division:	111	COMMUNICATIONS & MARKETING			
MACHART, KELLY		102618	262143	REIMB MILEAGE 9/19-10/25/18	\$100.28
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$76.09
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$77.86
COMMUNICATIONS & MARKETING TOTAL ****					\$254.23
Division:	112	CABLE COMMUNICATIONS			
HALL, JAMES H	P059716	101818	262362	MODERATOR FOR RICHLAND TOWN HA	\$400.00
SIGHT & SOUND SERVICES	P059728	00000146	262408	AUDIO SERVICES FOR TOWN HALL A	\$543.00
CABLE COMMUNICATIONS TOTAL ****					\$943.00
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-SB-626	262381	SPEAKERS BUREAU - OCTOBER	\$320.00
HANFORD COMMUNITIES TOTAL ****					\$320.00
Division:	120	FIRE			
BENTON RURAL ELECTRIC ASSOCIATION		09/18-74170526	262101	COLLINS RD RADIO TOWER-ELECTRI	\$27.71
BRUTZMAN'S INC		0000803369	262107	CREDENZA DESKS (2)	\$1,891.24
COLUMBIA FITNESS		M819	262113	SERVICE/PARTS	\$150.05
LN CURTIS & SONS	P059497	INV217372	262380	CAIRNS BLACK 1044 HELMET	\$260.37
	P059497			SHIPPING	\$12.62
	P059497	INV219864		CAIRNS STANDARD FLANNEL CUSHIO	\$123.64
	P059497			SHIPPING	\$14.02
	P059497	INV222782		CAIRNS BLACK 1044 HELMET	\$260.37
	P059497			SHIPPING	\$19.32
PUBLIC SAFETY TESTING INC		2018-8680	262278	3RD QTR 2018 SUBSCRIPTION FEES	\$291.51
RICHLAND ACE HARDWARE		64365/1	262158	SPRAY PNT TEXTURE	\$38.18
		64424/1		ACETONE	\$9.76
		64434/1		BULB 2PK	\$32.55
		64483/1		PAINT STRAINER, ROLLER, CAN	\$17.56
RINGOLD EMBROIDERY		676	262160	JACKET - MCCABE	\$45.07
SEA WESTERN INC	P059516	208588	262406	SEAWESTERN RAINIER SPEC LION	\$1,483.31
	P059516			ESTIMATED FREIGHT CHARGES	\$19.66
	P059516			SEAWESTERN RAINIER SPEC LION	\$977.62
	P059516			SEAWESTERN RAINIER SPEC LION	\$1,091.65
	P059516			SEAWESTERN RAINIER SPEC LION	\$1,771.10



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UPTOWN CLEANERS		092818	262173	LINEN/UNIFORM LAUNDRY SRVCS	\$267.98
		88555		LINEN/UNIFORM LAUNDRY SRVCS	\$269.07
		88586		LINEN/UNIFORM LAUNDRY SRVCS	\$312.13
		88652		LINEN/UNIFORM LAUNDRY SRVCS	\$288.77
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$527.60
	P059694			AUGUST WIRELESS CHARGES	\$775.67
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$527.60
	P059695			SEPTEMBER WIRELESS CHARGES	\$782.80
XEROX CORPORATION	P059715	094729194	262427	OFFICE COPIER LEASE/USAGE (SEP	\$344.64
	P059715	094729195		ST 73 MFD - QTRLY MAINT PLAN	\$35.84
FIRE TOTAL ****					\$12,669.41
Division:	130	POLICE			
BENJAMIN'S CARPET ONE	P059558	CG805146	262098	ACQUIRE AND INSTALL HUNTER DOU	\$2,136.23
CASCADE NATURAL GAS CORP		10/18-75997100005	262202	NAT GAS 871 GW WAY 9/18-10/18	\$544.83
CHARTER COMMUNICATIONS		0309703102018	262206	RPD INTERNET SRVCS 10/29-11/28	\$78.96
CITY OF PASCO		2018-000000026	262207	COP-ANIMAL CONTROL SERV-OCT	\$21,599.25
CITY OF RICHLAND		18-172 TAYLOR	262209	18-172 IACP CONFERENCE	\$420.91
		18-180 SMITH		18-180 IACP CONFERENCE	\$380.00
		18-274 WHITBY		18-274 NTOA CONFERENCE	\$148.50
		18-410 BENSON		18-410 NW REGIONAL ICAC CON	\$1,159.08
DELTA HEATING & COOLING INC		036802	262222	PREVENTATIVE MAINT - RPD RANGE	\$31.39
DOMESTIC VIOLENCE SERVICES		25161	262224	DOMESTIC VIOLENCE SRVCS-SEP 18	\$888.50
LARSEN GUNSMITHING & FIREARMS	P059602	9499	262377	SUREFIRE DG-11 PRESSURE SWITCH	\$646.71
LIBERTY CAR WASH		344	262258	ALPR VEHICLE WASH	\$54.00
LN CURTIS & SONS	P059486	INV226316	262379	FREIGHT	\$14.78
	P059486			SCA-SM02-3A-M-SAFARI - SUMMIT	\$863.37
MISTER CAR WASH		137446	262262	RPD VEHICLE WASHES-MAR 2018	\$5.60
		139692		RPD VEHICLE WASHES-MAY 2018	\$11.20
		140679		RPD VEHICLE WASHES-JUN 2018	\$22.40
		143549		RPD VEHICLE WASHES-AUG 2018	\$11.20
MOON SECURITY SERVICES INC		948813	262264	RPD RANGE MONITORING	\$59.90
RINGOLD EMBROIDERY		687	262286	LADIES POLO AND JACKETS	\$187.53
		696		SHIRTS AND NAME PATCHES	\$145.63
		698		PATROL INVESTIGATOR PATCHES	\$25.52
RIVER CITY TOWING INC		16534	262287	TOW CHARGE	\$48.87
		16536		TOW CHARGE	\$48.87
		16537		TOW CHARGE	\$48.87
		16631		TOW CHARGE	\$48.87
		16639		TOW CHARGE	\$48.87
		16646		TOW CHARGE	\$48.87
SOUND UNIFORM GROUP LLC	P059168	201810B076	262409	JMP93DN WINTER WIGHT JUMPSUIT	\$428.97



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOUND UNIFORM GROUP LLC	P059168	201810B076	262409	UAZIPS - UNDERARM ZIPPERS W VE	\$54.30
	P059168			SHIPPING	\$24.44
	P059168			EMBNTAG - EMBROIDERED NAME TAG	\$17.38
	P059168			ZIPA PKTS - ZIPPER SIDE ENTRY	\$26.06
	P059168			JMP93LTDN - SUMMER WEIGHT JUMP	\$407.25
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$4,872.15
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$4,916.65
WHITBY, JARIN		18-274 WHITBY	262311	18-274 NTOA CONFERENCE	\$270.00
POLICE TOTAL ****					\$40,745.91
Division:	210	ADMINISTRATIVE SERVICES			
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$116.43
ADMINISTRATIVE SERVICES TOTAL ****					\$155.07
Division:	211	FINANCE			
BRIMACOMBE, RYAN		18-406-BRIMACOMBE	262106	18-406 WFOA CONFERENCE	\$629.55
POSTMASTER		PERMIT 153-9/27	262390	POSTAGE 09/27 - 10/31/18	\$12,465.41
SUCHY, BRANDON		18-396 SUCHY-	262165	18-396 WFOA CONFERENCE	\$629.55
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$48.84
	P059694			AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$49.35
	P059695			SEPTEMBER WIRELESS CHARGES	\$38.64
FINANCE TOTAL ****					\$13,899.98
Division:	212	PURCHASING			
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$19.33
	P059694			AUGUST WIRELESS CHARGES	\$28.20
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$28.20
	P059695			SEPTEMBER WIRELESS CHARGES	\$19.33
PURCHASING TOTAL ****					\$95.06
Division:	213	INFORMATION TECHNOLOGY			
APOLLO INC	P059707	940001350	262183	GENERATOR REPAIR FOR TRIPPING	\$238.92
	P059708	940004055		SMOKE ALARM AND AIR FILTERS RE	\$333.11
CERIUM NETWORKS INC	P059700	I071944	262205	ENGINEER REMOTE SYSTEM PROGRAM	\$304.08
	P059581	I072258		CCX PHONE SYSTEM UPDATE	\$3,127.68
COLUMBIA BASIN INFORMATION TECHNOLOGY	P058663	1784	262340	MONTHLY SERVICE FEE INTERNET	\$800.00
DELL COMPUTER CORPORATION	P059644	10273979557	262221	POWEREDGE R740XD SERVER FOR	\$22,956.41
TECH POWER SOLUTIONS INC	P059653	55021	262415	HPE 10 Gb 2P 560SFP+ ADAPTER,	\$538.30
	P059657	55042		HPE 10TB 12G SAS 7.2K LFF 512e	\$1,196.77
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$15.02
	P059694			AUGUST WIRELESS CHARGES	\$273.52
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$15.02



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P059695	9815508154	262174	SEPTEMBER WIRELESS CHARGES	(\$12.99)
	P059695			SEPTEMBER WIRELESS CHARGES	\$301.61
INFORMATION TECHNOLOGY TOTAL ****					\$30,087.45
Division:	220	HUMAN RESOURCES			
CANON FINANCIAL SERVICES, INC		19330980	262200	CANON-IRC55501-XLG04984-OCT	\$290.57
		19330981		CANON-PAPERDECK-XLG04987-OCT	\$28.00
EMPLOYMENT SCREENING SERVICES, INC		40748041194	262350	BACKGROUND/REFERENCE CHECKS	\$26.00
		40748541262		BACKGROUND/REFERENCE CHECKS	\$93.00
		40749741337		BACKGROUND/REFERENCE CHECKS	\$114.50
		40751241563		BACKGROUND/REFERENCE CHECKS	\$29.00
FEDERAL EXPRESS CORP		6-343-82792	262353	HR SHIPPING CHARGES	\$17.93
INDUSTRIAL HEARING SERVICE INC		18902	262371	2018 HEARING CONSERVATION PROG	\$1,525.00
THE WESLEY GROUP	P058920	21465	262416	AMENDMENT #1 EXTEND NEGOTIATIO	\$4,000.00
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$53.47
HUMAN RESOURCES TOTAL ****					\$6,216.11
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
CITY OF RICHLAND		18-332 JENSEN	262209	18-332 PLANNIN CONF	\$433.40
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$85.09
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$78.88
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$597.37
Division:	301	DEVELOPMENT SERVICES			
AVANTECH INC	S018034	18-3107	262096	TRACEY PELOQUIN - CLERICAL	\$759.62
BENTON CLEAN AIR AUTHORITY		2018-COR-Q4	262325	4TH QTR 2018 ASSESSMENT PYMT	\$14,869.22
RGW ENTERPRISES PC	P058953	09/18-PM HOURS	262156	AMD #1 - INCREASE FEE FOR SERV	\$5,900.00
TRI CITY HERALD	S018104	0003858811	262171	PHN 092618 RAN ON 9/19/18	\$50.71
	S018104	003853264		DNS 082718 RAN ON 9/15/18	\$51.91
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$502.81
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$502.03
DEVELOPMENT SERVICES TOTAL ****					\$22,636.30
Division:	303	LIBRARY			
CAMPBELL-HIME, LESLIE		18-436 CAMPBELL H	262109	18-436 JCLC CONFERENCE	\$280.00
COLUMBIA INDUSTRIES SUPPORT LLC		0072123	262114	ON SITE SHREDDING WO #0119329	\$87.15
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-599208	262344	LIGHTS FOR RPL	\$22.72
OCLC INC		0000626155	262148	CATALOGING SRVCS - SEPT	\$1,099.67
STONEWAY ELECTRIC SUPPLY		S102533526.002	262412	LIGHTS FOR RPL	\$373.95
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$112.57
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$114.36
XEROX CORPORATION		094729106	262178	7HB-469027 BASE/PRINTS-OCT	\$10.86



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		094729200	262178	LX5-692917 BASE/PRINTS-SEPT	\$333.97
		094729201		LX5-692939 BASE/PRINTS-SEPT	\$177.01
		094729202		LX5-692943 BASE/PRINTS-SEPT	\$153.63
		094729203		LX5-692946 BASE/PRINTS-SEPT	\$339.26
LIBRARY TOTAL ****					\$3,105.15
Division:	330	PARKS & RECREATION ADMIN			
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$1,268.14
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$1,287.45
PARKS & RECREATION ADMIN TOTAL ****					\$2,555.59
Division:	331	PARKS & REC - RECREATION			
AVANTECH INC	S018048	18-3109	262096	DAWN MACDONALD, INSTRUCTOR	\$254.77
CAMARENA LATIN RHYTHMS		OCTOBER 2018	262332	SALSA INSTRUCTOR-OCTOBER	\$1,157.20
HEALTHY FEET LLC			262364	FOOT CARE CLASSES-OCTOBER	\$993.60
RICHLAND ACE HARDWARE		62717/1	262394	SPRAY ADHESIVE	\$9.33
PARKS & REC - RECREATION TOTAL ****					\$2,414.90
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		12727475	262094	JANITORIAL SRVCS-AUGUST	\$590.30
				JANITORIAL SRVCS-AUGUST	\$2,406.15
				JANITORIAL SRVCS-AUGUST	\$2,793.83
				JANITORIAL SRVCS-AUGUST	\$3,255.03
		12858155		JANITORIAL SRVCS-SEPT	\$590.30
				JANITORIAL SRVCS-SEPT	\$2,406.15
				JANITORIAL SRVCS-SEPT	\$2,793.83
				JANITORIAL SRVCS-SEPT	\$3,255.03
		12988257		CARPET CLEANING	\$625.65
		09/18 WORKCREW II	262326	WORK CREW II-SEPT 2018	\$15,505.05
BUILDERS HARDWARE & SUPPLY CO INC		S3666155.001	262108	BLACK RIM STRIKE	\$114.03
CITY OF RICHLAND		2018-003344	262335	WATER METER-350 KEENE 181029-1	\$5,095.00
GARCIA, TOMMY		101118GARCIA	262128	REIMB MEAL TURF CONF	\$16.00
GROW, BRYAN		101118GROW	262131	REIMB MEAL TURF CONF	\$16.00
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITYY CEL	\$22.26
HARPER, SHAWN		101118HARPER	262132	REIMB MEAL TURF CONF	\$16.00
HD FOWLER COMPANY INC		C457952	262134	ROMAC GASKET RET CREDIT	(\$10.29)
		I4974422		ROMAC GASKET	\$10.29
		I4978616		IRRIGATION FILTER GALA PRK	\$2,125.15
		463276	262140	TURFMAN SUN	\$249.02
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		101118MELVILLE	262145	REIMB MEAL TURF CONF	\$16.00
MELVILLE, ANNETTE		101118MENDOZA	262146	REIMB MEAL TURF CONF	\$16.00
MENDOZA, RICHARD		44720	262147	POL RENTAL GOETHALS PARK	\$88.00
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		44721		HS RENT LYNWOOD PARK	\$88.00



City Of Richland

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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		44722	262147	POL RENTAL COL PT MARINA DR	\$783.00
MOON SECURITY SERVICES INC		948538	262264	BASIC FIRE MONITOR LIBRARY	\$36.00
		949267		ST#74 CELL GSM FIRE B/U	\$50.00
		949640		BASIC FIRE MONITORING CREST	\$59.00
		950933		BASIC FIRE MONITORING	\$33.00
				BASIC FIRE MONITORING	\$36.00
RICHLAND ACE HARDWARE		216489	262158	THREADLOCKER	\$9.33
		216494	262394	CLAYBELL BENCH PAD	\$30.16
		216539		CLAYBELL BENCH INSTALL	\$30.16
		216551		PLUMBING PARTS	\$30.16
		64492	262158	MOUSE TRAP, PAINT	\$15.18
		64504		SLEDGE HAMMER, TAPE MEASURE	\$33.64
		64519		ANTI-FREEZE - SPRAYER	\$76.02
		64540		MOUSE TRAPS	\$4.33
		64543	262394	RCC ROOF REPAIR PARTS	\$45.88
		64551	262158	FIELD PREP SUPPLIES	\$8.46
		64565		RAGS - WASHING RCC	\$9.76
		64575		PIC HANGING STRIP	\$13.01
		64577	262394	LIBRARY DOOR REPAIR	\$7.70
		64581		FASTENERS, BLADES	\$44.71
		64623		IRRIGATION PARTS - FRANKFOR	\$27.11
		64629		HEX KEY SET, BATTERY	\$25.61
		64633		IRRIGATION PARTS - FRANKFOR	\$9.76
		64663		IRRIGATION MARKING PAINT	\$6.51
		64691		LIGHT BULBS, GLOVES, FASTEN	\$50.02
		64696		TOILET SEAT	\$29.31
		64710		ANTI-FREEZE	\$19.01
		64712		BLADES, ROD	\$26.04
ROOS, MICHAEL CODY		101118ROOS	262161	REIMB MEAL TURF CONF	\$16.00
STEEBER'S LOCK SERVICE		285778	262163	REMOVE BRKN KEY, NEW KNOB	\$214.92
TRI CITIES BATTERY & AUTO REPAIR		127658	262170	6V BATTERY 703 BLDG	\$21.55
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$43,884.12
Division:	338	PARKS & REC - PROJECT ADMIN			
AVANTECH INC	S018033	18-3108	262096	SEASONAL PARK RANGERS 2018	\$614.94
BEDROCK SPECIALTY STONE PRODUCTS		47985	262097	BASALT BALLAST	\$2,391.37
PARKS & REC - PROJECT ADMIN TOTAL ****					\$3,006.31
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1703	262184	ARBAUGH CONTRACT FEES-SEPT 18	\$1,495.11
NON-DEPARTMENTAL TOTAL ****					\$1,495.11
GENERAL FUND Total ***					\$263,585.84



City Of Richland

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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
3M	S018090	9402441171	262317	REFLECTIVE SHEETING, FLUORESC	\$1,909.35
ADVANCED SIGNAL & CONTRACTING LLC	P058698	2689	262319	2018 RAILROAD CROSSING INSPECT	\$370.00
ECONOLITE CONTROL PRODUCTS INC	P059605	146004	262124	PELCO ASTRO Bracket SS HW, PAR	\$1,737.60
GRANITE CONSTRUCTION COMPANY	P059704	1476338	262359	ASPHALT, INV #1476338 9/28/18	\$1,862.87
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITY CEL	\$14.24
HERC RENTALS INC		30343640-001	262240	LIQUID PROOPANE 7 GAL	\$30.33
		30353203-001		LIQUID PROPANE 10.5 GAL	\$45.50
		30362030-001	262365	LIQUID PROPANE 9.5 GAL	\$41.17
		30372045-001		LIQUID PROPANE 3 GAL	\$13.00
INLAND ASPHALT CO	P059732	2693229	262372	ASPHALT, INV #23693229 9/24/1	\$295.85
	P059732			ASPHALT, INV #23693229 9/24/1	\$267.64
	P059705	2701538		ASPHALT, INV #2701538 10/8/18	\$248.48
	P059732	2705291		TACK OIL, INV #2705291 10/15/	\$929.51
	P059731	2705292		ASPHALT TOWNSEN CT, INV #27052	\$5,932.38
	P059731			ASPHALT PERRY CT, INV #2705292	\$3,644.72
NORTHWEST SIGN RECYCLING LLC		3144 CM	262385	SCRAP CREDIT LBS	(\$31.24)
		3168		HYDROSEEDING	\$422.31
TRAFFIC SAFETY SUPPLY CO INC	S018075	INV007261	262169	FREIGHT	\$133.73
	S018075			.080 ALUMINUM SIGN BLANK, 12"	\$390.96
	S018075			DELINEATOR, SUPER DUCK, 36" YE	\$1,292.34
	S018089	INV007262	262418	2" SIGN CAP W/12" RECEIVER FOR	\$371.41
	S018089			3/4" X 36" SS BANDING, ITEM	\$407.03
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$277.81
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$280.05
STREETS MAINTENANCE TOTAL ****					\$20,887.04
CITY STREETS Total ***					\$20,887.04
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1703	262184	ARBAUGH CONTRACT FEES-SEPT 18	\$152.56
RGW ENTERPRISES PC	P058952	09/18-ENG/DRF HR	262156	IDF ENGINEERING SERVICES 2018	\$1,350.00
ECONOMIC DEVELOPMENT TOTAL ****					\$1,502.56
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
BOYD'S TREE SERVICE LLC		6575	262195	SHILO'S TREE REMOVAL	\$6,884.84
PERMIT SURVEYING INC		17015-2.INV	262276	HR INDUSTRIAL COMPLEX SURVEY	\$540.00
RGW ENTERPRISES PC	P058952	09/18-ENG/DRF HR-	262156	ENGINEERING RELATED TO LAND SA	\$8,805.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$16,229.84



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INDUSTRIAL DEVELOPMENT FUND Total ***					\$17,732.40
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
CITY OF RICHLAND		18-411 BICKFORD	262209	18-411 NW REGIONAL ICAC CON	\$1,460.85
		18-412 JUDGE		18-412 NW REGIONAL ICAC CON	\$1,439.85
PUBLIC SAFETY TESTING INC		2018-8680	262278	3RD QTR 2018 SUBSCRIPTION FEES	\$424.00
SOUND UNIFORM GROUP LLC	P059171	201810SU194	262409	UAZIPS - UNDERARM ZIPPERS W VE	\$54.30
	P059171			TASER POCKET - X-26P - FANCHER	\$97.74
	P059171			JMP93LTDN - SUMMER WEIGHT JUMP	\$407.25
	P059171			ZIPPER SIDE ENTRY POCKET @ A	\$26.06
	P059171			SHIPPING	\$24.44
	P059171			EMBNTAG - EMBROIDERED NAME TAG	\$17.38
	P059171			JMP93DN - WINTER WEIGHT JUMPSU	\$428.97
CJST POLICE ACTIVITY TOTAL ****					\$4,380.84
CRIMINAL JUSTICE SALES TAX Total ***					\$4,380.84
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		156403	262304	TCVCB MONTHLY DUES-SEPT 18	\$19,134.14
HOTEL/MOTEL TAX TOTAL ****					\$19,134.14
HOTEL/MOTEL FUND Total ***					\$19,134.14
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		SEPTEMBER 2018	262304	SPECIAL LODGING ACCESS SEP 18	\$49,447.78
TOURISM PROMOTION AREA TOTAL ****					\$49,447.78
SPECIAL LODGING ASSESSMENT Total ***					\$49,447.78
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
ELIJAH FAMILY HOMES		915	262233	TRANSITION TO SUCCESS #01-18	\$1,939.45
THE ARC OF TRI CITIES		001	262299	PROGRAM #03-18 THERAPEUTIC REC	\$11,800.00
CDBG PROGRAM TOTAL ****					\$13,739.45
COMMUNITY DEV BLOCK GRANT Total ***					\$13,739.45
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
INTERMOUNTAIN SLURRY SEAL INC	P059086	113-18/PMT 1-F	262243	RETAINAGE	(\$11,846.38)
WHEELER EXCAVATION LLC		C150-17/RETAINAGE	262310	RETAINAGE	\$2,057.78



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNASSIGNED TOTAL ****					(\$9,788.60)
Division:	402	ARTERIAL STREETS			
AAA CONCRETE, INC	P059703	286	262093	CONCRETE, INV #286 9/30/18	\$477.84
	P059703			CONCRETE, INV #286 9/30/18	\$955.68
	P059730	341	262318	SHORT LOAD CHARGE, INV #341	\$135.75
	P059730			CONCRETE, INV #341 10/18/18	\$238.92
	P059730			CONCRETE, INV #341 10/18/18	\$477.84
ALPINE PRODUCTS INC	S018086	TM-180957	262095	PREFORMED MARKING TAPE, LOW SP	\$552.62
	S018086			PREFORMED MARKING TAPE, 12" X	\$1,754.98
	S018086			PREFORMED MARKING TAPE, LOW SP	\$181.62
	S018086			PREFORMED MARKING TAPE, 24" X	\$6,993.84
	S018086			PREFORMED MARKING TAPE, LOW SP	\$1,089.74
	S018060	TM-181017		PREFORMED MARKING TAPE, 24" WH	\$3,496.92
	S018060			FREIGHT	\$168.33
BERGER ABAM ENGINEERS INC	S054546	324366	262102	CO #4 - CONSTRUCTION SUPPORT	\$12,320.92
CULBERT CONSTRUCTION INC	P059082	C109-18/PMT 6	262118	QUEENSGATE/COLUMBIA PARK TRAIL	\$55,374.43
HOPKINS, MARCIA		1073	262369	SDEWLK REP AT 25% 1935 DAVISON	\$282.50
IMT INC	P059084	10134	262135	DUPORTAIL BRIDGE - 2018 MATERI	\$3,633.50
INTERMOUNTAIN SLURRY SEAL INC	P059086	113-18/PMT 1-F	262243	CO #1 - INSTALL TEMPORARY PAVE	\$2,898.70
	P059086			2018 MICROSURFACING - 113-18:	\$234,028.90
RHIZA A+D ARCHITECTURE + DESIGN	P059102	18-QRPA-04	262393	QUEENSGATE/COLUMBIA PARK TRAIL	\$24,000.00
SHANNON & WILSON INC		103240	262407	MITIGATION/OBSERV C248-15	\$2,337.50
		103241		C248-15 3 TASK 8	\$4,427.50
TRI CITY HERALD	S018104	0003841639	262171	CALL FOR BID "SWIFT BLVD CORRI	\$282.59
WA STATE DEPT OF TRANSPORTATION	P058735	RE313ATB81015031	262423	SR 240/KINGSGATE TRAFFIC SIGNA	\$11,996.59
	P058911	RE313ATB81015041		JADWIN APPROACH SLAB REPLACEME	\$30,635.88
ARTERIAL STREETS TOTAL ****					\$398,743.09
STREETS CAPITAL CONSTRUCTION Total ***					\$388,954.49
FUND	380	PARK PROJECT CONSTRUCTION			
Division:	337	PARKS & REC PROJECTS			
AMERICAN ROCK PRODUCTS INC	P059733	380357	262321	5/8" TOP COURSE - MEMORIAL BEN	\$39.91
FAMILY FARMS DBA	P059560	C268-18/PMT 1	262351	RIVERFRONT TRAIL RECONSTRUCTIO	\$43,418.76
	P057689	C80-17/RETAINAGE		GEORGE PROUT POOL SIDEWALK FOR	\$1,583.87
	P057689			CHANGE ORDER	\$1,088.68
	P059511	HAPBS-1RET	262125	HOWARD AMON PARK BANK	\$390.00
RICHLAND ACE HARDWARE		64520	262158	CONCRETE - MEMORIAL BENCHES	\$47.70
		64529		FASTENERS - MEMORIAL BENCHE	\$25.54
		64566		FASTENERS - MEMORIAL BENCHE	\$11.89
		64585		IRR PARTS - FOOTBALL FIELD	\$17.31



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		64595	262394	IRRIGATION PARTS - COL PT	\$27.05
		64602		IRRIGATION PARTS - COL PT	\$117.78
		64617		IRRIGATION PARTS - COL PT	\$8.68
SUNBELT RENTALS INC		82778718-0002	262166	EXCAVATOR FOOTBALL FIELD	\$889.77
PARKS & REC PROJECTS TOTAL ****					\$47,666.94
PARK PROJECT CONSTRUCTION Total ***					\$47,666.94
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	000				
LEONE & KEEBLE INC		16-292 ESCROW#18-	262142	11027513-RICHLAND CITY HALL(2)	\$17,342.30
UNASSIGNED TOTAL ****					\$17,342.30
Division:	900	NON-DEPARTMENTAL			
GPI	P059080	GPI180590	262358	PROVIDE GEOTECHNICAL SERVICES	\$1,360.00
HILL INTERNATIONAL INC	P056666	0000028	262367	DESIGN-BUILD OVERSIGHT SERVICE	\$1,985.51
NON-DEPARTMENTAL TOTAL ****					\$3,345.51
GENERAL GOVT CONSTRUCTION Total ***					\$20,687.81
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ADVANCED TRAFFIC PRODUCTS INC	P059512	0000022346	262320	LAMP TRAFFIC 12"GREEN BALL LED	\$915.72
	P059512			ADJUST TAX	(\$0.01)
	P059512			LAMP TRAFFIC 12" RED ARROW LED	\$521.28
	P059512			LAMP TRAFFIC 12" YELLOW ARROW	\$406.60
ANIXTER INC	P059611	4033537-01	262322	METER, JUMPER, EKSTROM	\$422.45
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059542	3627-598106	262344	BALLAST, ELECTRONIC, CFT 13W	\$34.43
	P059542			BALLAST, 277V 2F32T8, INSTANT	\$29.91
	P059542			ADJUST FOR TAX	(\$0.01)
	P059542			BALLAST, ELECTRONIC, CFQ-26W	\$57.40
	P059542			BALLAST, 277V, INSTANT START,	\$74.17
	P059542			BALLAST, NEMA PREMIUM 120-277V	\$105.56
	P059542			BALLAST, 277V 4F32T8, INSTANT	\$168.33
	P059542			BALLAST, WHS & EQUIP HI-BAY	\$299.08
	P059542			BALLAST, ELECTRONIC, DIMMABLE	\$572.54
	P059542			BALLAST, ELECTRONIC, CFM, NON-	\$86.07
	P059614			LUMINAIRE, LED, 70 W EQUIV,	\$5,391.99
GENERAL PACIFIC INC	S018011	1316213	262355	METER, FM2S, 240V, CL200, 1PH	\$1,810.23
	P059531	1316955		CABLE, POWER, 750 MCM AL.	\$42,937.17
	P059531	1316956		CABLE, POWER, 750 MCM AL.	\$135,342.95
PERMIT REFUND		2018.000029	262279	132 SPRING OVERPMT	\$210.72
STONEWAY ELECTRIC SUPPLY	P059540	S102510145.001	262412	STANDARD, UPTOWN, 12 FT	\$1,058.85



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTAL ****					\$190,445.43
Division: 501	BUSINESS SERVICES				
ARBAUGH & ASSOCIATES INC		1703	262184	ARBAUGH CONTRACT FEES-SEPT 18	\$854.34
CITY OF RICHLAND		18-312 SCHENNUM	262209	18-312 WSTRN PROT RELY CONF	\$471.06
		18-398 WHITNEY		18-398 PPC MEETING	\$661.97
UNITED PARCEL SERVICE	S018114	000986641448	262421	GROUND PKG TO HJ ARNETT FOR PO	\$7.30
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$118.96
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$145.71
BUSINESS SERVICES TOTAL ****					\$2,259.34
Division: 502	ELECTRICAL ENGINEERING				
DAILY JOURNAL OF COMMERCE	S018105	33411339	262120	PREQUALIFICATION OF ELECTRICAL	\$228.00
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$482.12
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$395.85
ELECTRICAL ENGINEERING TOTAL ****					\$1,105.97
Division: 503	POWER OPERATIONS				
AMERICAN ROCK PRODUCTS INC	P059727	372809	262321	TOP COURSE 5/8", INV #372809	\$162.92
	P059727			DELIVERY FEE, INVOICE #372809	\$217.20
BOYD'S TREE SERVICE LLC	P058846	6594	262330	TREE PRUNING AND VEGETATION MG	\$7,978.48
	P058846	6613		TREE PRUNING AND VEGETATION MG	\$7,978.48
	P058846	6634		TREE PRUNING AND VEGETATION MG	\$7,978.48
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S018083	3627-599464	262344	FREIGHT	\$41.92
	S018083			ADJUST TAX	(\$0.01)
	S018083			DROP REFRACTOR FOR 70 WATT	\$19.01
	S018083			HOUSE SIDE SHIELD FOR 70 WATT	\$27.42
	S018083			LIGHT TRESPASS SHIELD FOR 100	\$102.63
	S018083			LIGHT TRESPASS SHIELD FOR 70 W	\$26.61
GENERAL PACIFIC INC	S018066	1316130	262129	PRESS, HYD BATTERY OPERATED,	\$4,327.63
HERC RENTALS INC		30325721-001	262240	WATER TRUCK RENTAL	\$354.04
HJ ARNETT INDUSTRIES LLC	S018024	INV57270	262368	BURNDY PATRIOT PRESS #PAT46LWL	\$614.53
	S018018	INV57271		BURNDY PATRIOT PRESS FOR REPAI	\$549.56
JOB'S NURSERY		I-108265	262245	ARM-1767 BUCKSKIN	\$200.00
KELLEY'S TELE-COMMUNICATIONS INC	P058682	022410012018	262375	AFTER HOURS EMERGENCY CALL SVC	\$459.20
PARADISE BOTTLED WATER CO	P058678	09/18 POWER OPS	262389	2018 BOTTLED WTR-POWER OPERATI	\$65.85
RICHLAND ACE HARDWARE		64356/1	262284	POP UP SPRINKLER	\$16.28
TYNDALE ENTERPRISES INC	P058683	1570373	262420	FIRE RETARDANT CLOTHING-2018	\$3,592.86
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$302.41
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$301.14
POWER OPERATIONS TOTAL ****					\$35,316.64
Division: 504	SYSTEMS DIVISION				
BLUEROOM	P058679	2834726	262328	2018 POL SERVICE-1032 UNIVERSI	\$81.00



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONNELL OIL INC		0234110-IN	262217	EQUIP RENTAL FLUSH	\$977.40
ELR CONSULTING INC	P058736	3177	262349	SCADA SOFTWARE INTEGRATION SUP	\$2,129.72
OXARC INC		30476078	262272	NITROGEN	\$15.95
	P058677	60244140	262387	RENTAL MULTIPLE GAS CYLINDERS	\$64.40
PRATER ELECTRIC INC	P059573	313-1	262153	C/O 1 - PT AND IRIG- B ANTENNA	\$881.83
	P059573			RETAINAGE	(\$2,417.05)
	P059573			LESLIE RD SUB EQUIPMENT TESTIN	\$51,616.49
	P059573	313-2		RETAINAGE	(\$669.40)
	P059573			CO 2 - CONDUIT ROUTING FROM ST	\$14,539.37
RICHLAND NAPA		420935	262285	GASKET/SEALANT	\$35.58
		420938		JB WELD	\$7.27
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$242.56
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$235.52
SYSTEMS DIVISION TOTAL ****					\$67,740.64
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		18-0040	262180	90 ARMISTEAD-REBATE-WINDOWS	\$204.00
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	P058670	2018Q3-CR-LIECP	262327	LOW-INCOME ENERGY EFFICIENCY	\$20.00
BOB RHODES HEATING & A/C INC		98112	262193	1624 DAVISON-REBATE-HP	\$1,000.00
BRUCE INC		18-0639.2	262331	1210 COUNTRY RIDGE-REBATE-HP	\$1,000.00
CITY OF RICHLAND		221180	262210	2126 AUSTIN-REBATE-HP	\$1,000.00
		771220		535 CARNER-REBATE-HP	\$1,000.00
		782960	262336	326 GREENBROOK-REBATE-HP	\$1,000.00
		792440	262210	2656 EASTWOOD-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR		71982	262347	149 HILLVIEW-REBATE-HP	\$1,000.00
	P059592	72869	262122	WEATHERWISE LOAN: JONES, 326	\$10,167.13
		72907	262347	113 BEBB-REBATE-HP	\$1,000.00
	P059654	72908	262122	WEATHERWISE LOAN: POTTER, 535	\$9,609.93
		72915	262347	232 WALLACE-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		25753	262222	1963 MARSHALL-REBATE-HP	\$1,000.00
	P059587	25757	262123	WEATHERWISE LOAN: GLATT, 2126	\$7,602.00
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21810085	262354	COSA & RATE DESIGN SUPPORT PER	\$3,422.50
M CAMPBELL & COMPANY INC		216441	262382	1210-REBATE-HP	\$1,000.00
TOTAL ENERGY MANAGEMENT INC		58919WWR	262303	1231 GENEVA-REBATE-HP	\$1,000.00
		58921WWR		1218 ADAIR-REBATE-HP	\$1,000.00
ENERGY POLICY MGMT TOTAL ****					\$44,025.56
Division:	506	TECHNICAL SERVICES			
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITYY CEL	\$44.52
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$272.67
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$279.02
TECHNICAL SERVICES TOTAL ****					\$596.21



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ELECTRIC UTILITY FUND Total ***					\$341,489.79
FUND 402	WATER UTILITY FUND				
Division:	000				
CORE & MAIN LP	P059509	J506021	262116	COUP MIP X CTS PACK JNT 1-1/2"	\$366.89
	P059509			COUP CTS X GALV PKJNT 1 X 3/4"	\$22.39
	P059509			ANGLE BALL METER VALVE 1",	\$9,662.58
	P059509			ANGLE METER COUPLING, 1" METER	\$3,274.68
	P059509			VALVE CORP STOP 1" MIP X CTS	\$470.89
	P059509			VALVE CURB STOP, 1" CTS QUICK	\$460.52
	P059509			COUP CTS PACK JOINT, 1-1/4"	\$133.45
	P059509			COUP FIP X CTS PACK JT, 1-1/4"	\$73.31
	P059509			COUP FIP X CTS PACK JT, 1-1/4"	\$51.06
ROTSCHY INC	P059441	C182-18/PMT 2	262292	RETAINAGE	(\$2,540.82)
WHEELER EXCAVATION LLC		C150-17/RETAINAGE	262310	RETAINAGE	\$13,836.71
UNASSIGNED TOTAL ****					\$25,811.66
Division:	410	WATER CAPITAL PROJECTS			
CULBERT CONSTRUCTION INC	P059082	C109-18/PMT 6	262118	QUEENSGATE/COLUMBIA PARK TRAIL	\$6,847.45
IMT INC		10179	262370	M18202 WTP FILTER REPLACEMENT	\$833.00
RH2 ENGINEERING INC	P059438	71455	262157	WTP FILTER #6 REPLACEMENT - EN	\$8,318.58
	P059490	71457		WTP INTAKE SCREEN UPGRADE: 22	\$2,414.16
ROTSCHY INC	P059441	C182-18/PMT 2	262292	WTP FILTER #6 EMERGENCY REPAIR	\$55,186.67
TRI CITY HERALD	S018104	0003868978	262171	RFQ "WTP SOLIDS HANDLING	\$227.99
WATER CAPITAL PROJECTS TOTAL ****					\$73,827.85
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1703	262184	ARBAUGH CONTRACT FEES-SEPT 18	\$549.22
RH2 ENGINEERING INC	P058955	71126	262392	AMENDMENT #2 - ADDITIONAL SERV	\$649.47
WATER ADMINISTRATION TOTAL ****					\$1,198.69
Division:	412	WATER OPERATIONS			
CASCADE NATURAL GAS CORP		01/18-28638100009	262333	NAT GAS 110 SAINT 9/18-10/17	\$14.11
DAILY JOURNAL OF COMMERCE	S018105	3341246	262120	CALL FOR BID "BULK SODIUM CHLO	\$80.04
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITYY CEL	\$37.39
KEMIRA WATER SOLUTIONS INC	S017733	9017608193	262139	ANNUAL PO FOR THE PURCHASE OF	\$12,344.40
RICHLAND ACE HARDWARE		64670/1	262394	MOTOR OIL/COLD WELL FILLER	\$18.65
STEP SAVER INC	P059717	T492740	262411	STOP OFF / RE-DIRECT FEE	\$50.00
	P059717			PTO &/OR DELIVERY	\$245.10
	P059717			BULK, SODIUM CHLORIDE (NACL) 9	\$946.35
	P059717			FREIGHT / SHIPPING CHARGE	\$740.63
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$191.25
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$190.44



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER OPERATIONS TOTAL ****					\$14,858.36
Division: 413	WATER MAINTENANCE				
AMERICAN ROCK PRODUCTS INC	P059729	373518	262321	5/8" TOP COURSE, INV #373518	\$185.93
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-599790	262218	20A 1P CKT BRKR	\$74.07
		3627-600228	262344	WALL HEATER	\$222.49
FASTENAL COMPANY		WARIC79059	262352	SCREW	\$11.80
		WARIC79291	262235	HEX CAP SCREW	\$19.90
RICHLAND ACE HARDWARE		216465	262158	WILLOWBROOK WELL ROOF	\$35.79
		64495		WILLOWBROOK WELL ROOF	\$26.41
		64505		IRR INTAKE HVAC PARTS	\$26.68
		64625/1	262394	HOLE SAW	\$15.19
		64708/1		KEY SPRINKLER VALVE	\$6.51
UNITED PARCEL SERVICE	S018114	000986641448	262421	GROUND PKG TO BADGER METER FOR	\$10.71
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$459.44
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$422.50
WATER MAINTENANCE TOTAL ****					\$1,517.42
WATER UTILITY FUND Total ***					\$117,213.98
FUND 403	WASTEWATER UTILITY FUND				
Division: 000					
FRONTIER FENCE INC		40049RETAINAGE	262237	HRN RAPDS ATHC COMP MISAPPRET	\$2,638.62
UNASSIGNED TOTAL ****					\$2,638.62
Division: 421	SEWER CAPITAL PROJECTS				
CULBERT CONSTRUCTION INC	P059082	C109-18/PMT 6	262118	QUEENSGATE/COLUMBIA PARK TRAIL	\$80.79
GRAY & OSBORNE INC	P057512	13	262360	AMD #1 CONSTRUCTION MANAGEMENT	\$1,901.76
	P057512	20		WWTF INFLUENT UPGRADES - DESIG	\$8,224.63
IRON HORSE VAC LLC	P059432	3904RETAINAGE	262373	2018 WWTF DIGESTER TANK #1	\$1,374.00
SEWER CAPITAL PROJECTS TOTAL ****					\$11,581.18
Division: 422	SEWER OPERATIONS				
ABM JANITORIAL NORTHWEST		12727475	262094	JANITORIAL SRVCS-AUGUST	\$966.83
		12858155		JANITORIAL SRVCS-SEPT	\$966.83
BENTON COUNTY SHERIFF'S OFFICE		09/18 WORKCREW II	262326	WORK CREW II-SEPT 2018	\$4,044.60
BREWER, STEVE		18-371 BREWER	262105	18-371 PACIFIC NW CLN WA	\$39.00
DAILY JOURNAL OF COMMERCE	S018105	3341246	262120	CALL FOR BID "BULK SODIUM CHLO	\$53.36
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITYY CEL	\$37.39
HATKE, STEVEN L		18-370 HATKE	262133	18-370 PACIFIC NW CLN WA	\$39.00
SOLENIIS LLC	P059606	131363831	262162	POLYMER, PRAESTOL K295FL, IN 2	\$6,366.57
	P059606	131364299		POLYMER, PRAESTOL K260FL, IN 1	\$3,183.28
STEP SAVER INC	P059717	T492740	262411	STOP OFF / RE-DIRECT FEE	\$50.00
	P059717			PTO &/OR DELIVERY	\$245.09



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STEP SAVER INC	P059717	T492740	262411	BULK, SODIUM CHLORIDE (NACL) 9	\$598.65
	P059717			FREIGHT / SHIPPING CHARGE	\$740.62
UNITED PARCEL SERVICE	S018111	000986641438	262172	NDA PKG TO ALS FOR WWTP OPS	\$75.84
	S018111			WEIGHT CORRECTION FOR PKG TO A	\$17.45
	S018111			ADD'L HANDLING FOR PKG TO ALS	\$9.45
	S018114	000986641448	262421	2 GROUND PKGS TO ALS FOR WWTP	\$42.18
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$189.02
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$197.29
SEWER OPERATIONS TOTAL ****					\$17,862.45
Division:	423	SEWER MAINTENANCE			
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$99.15
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$99.27
SEWER MAINTENANCE TOTAL ****					\$198.42
WASTEWATER UTILITY FUND Total ***					\$32,280.67
FUND 404		SOLID WASTE UTILITY FUND			
Division:	430	CAPITAL PROJECTS			
HD FOWLER COMPANY INC		I4986644	262363	PVC PIPE	\$261.29
CAPITAL PROJECTS TOTAL ****					\$261.29
Division:	431	SOLID WASTE ADMINISTRATION			
JOYCE ZIKER PARKINSON PLLC		51203	262249	LANDFILL CONTAM-INS COV SEP 18	\$1,054.50
PARAMETRIX INC	P058444	05302	262150	CO #1 - 2018 BUDGET TO FULFILL	\$5,816.48
SOLID WASTE ADMINISTRATION TOTAL ****					\$6,870.98
Division:	432	SOLID WASTE COLLECTION			
GTP INVESTMENTS LLC	P058743	405599382	262361	BADGER MTN LEASE FOR CITYY CEL	\$22.26
RULE STEEL TANKS INC	S018061	0034316-IN	262404	DURAFLEX DOUBLE-WALL LID #3658	\$1,617.00
	S018061			FREIGHT	\$200.00
TOTER INC	S018087	65559234	262417	TORX FASTENER FOR LID	\$34.75
	S018087			TOTER 96 GALLON GEN II LID (94	\$3,729.32
	S018087			STRAP CLAW HINGE FOR LID	\$99.91
	S018087			SHIPPING	\$812.08
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST MONTHLY CHARGES	(\$318.00)
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$185.35
WONDRACK DISTRIBUTING INC	S006207	0307685	103118	PRESSURE NOZZLE, DIESEL #OPW7H	\$90.65
SOLID WASTE COLLECTION TOTAL ****					\$6,473.32
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		12727475	262094	JANITORIAL SRVCS-AUGUST	\$835.63
		12858155		JANITORIAL SRVCS-SEPT	\$835.63
BLAIR, JEANNETTE		103018	262191	REIB OCT 2018 MILEAGE	\$74.77
MOON SECURITY SERVICES INC		950933	262264	BASIC FIRE MONITORING	\$33.00



City Of Richland

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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ORRCO		414286	262270	USED OIL TESTING/PICK-UP/HAUL	\$280.00
		414450	262386	USED OIL TESTING/PICK-UP/HAUL	\$330.00
PARAMETRIX INC	P059068	05305	262150	2018 LANDFILL MONITORING,SAMPL	\$4,893.61
SPRAGUE PEST SOLUTIONS		3653672	262410	OCT MONTHLY SVCS-SW DISPOSAL	\$99.91
TESTAMERICA LABORATORIES INC	P059114	5800001671	262168	2018 LANDFILL MONITORING - LAB	\$6,790.50
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$67.62
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$82.97
SOLID WASTE DISPOSAL TOTAL ****					\$14,323.64
SOLID WASTE UTILITY FUND Total ***					\$27,929.23
FUND 405	STORMWATER UTILITY FUND				
Division:	000				
WHEELER EXCAVATION LLC		C150-17/RETAINAGE	262310	RETAINAGE	\$7,590.82
UNASSIGNED TOTAL ****					\$7,590.82
Division:	441	STORMWATER			
AMERICAN ROCK PRODUCTS INC	P059734	377354	262321	5/8-INCH TOP COURSE, INVOICE	\$241.28
	P059734			HAUL CHARGE (PER LOAD), INVOIC	\$125.00
BENTON COUNTY SHERIFF'S OFFICE		09/18 WORKCREW II	262326	WORK CREW II-SEPT 2018	\$5,617.50
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$8.89
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$8.89
STORMWATER TOTAL ****					\$6,001.56
STORMWATER UTILITY FUND Total ***					\$13,592.38
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
BIRCH, TIMOTHY		18-415 BIRCH-	262104	18-415 RESUSCITATION CONFER	\$202.00
BRUTZMAN'S INC		0000803369	262107	CREDENZA DESKS (2)	\$650.00
CARDINAL HEALTH 411 INC		3513331	262110	NALOXONE/SOLUMEDROL	\$640.23
		3535621		QUELICIN/DEXTROSE	\$495.11
COLUMBIA BASIN COLLEGE	P059714	01-001287	262339	PARAMEDIC STUDENT MATERIALS	\$58.10
	P059714	01-003557		PARAMEDIC STUDENT MATERIALS	\$58.10
	P059714	01-004997		PARAMEDIC STUDENT MATERIALS	\$116.20
	P059719	29018	262338	ACLS OTEP FEES - SUMMER QTR 20	\$1,108.80
	P059719	29018-		ALS OTEP W/ACLS/PALS/AIR - SUM	\$268.80
	P059719	29018.		ALS OTEP W/ACLS/PALS/AIR - FAL	\$151.20
	P059719	29075		ACLS/PALS/AIRWAY - FALL QTR '1	\$50.40
COLUMBIA INDUSTRIES SUPPORT LLC		0071797	262114	ON SITE SHREDDING WO #0119686	\$34.65
FINANCIAL CONSULTING SOLUTION GROUP	P059341	2844-21807043	262127	AMBULANCE COST OF SERVICE AND	\$415.00
	P059341	2844-21808055		AMBULANCE COST OF SERVICE AND	\$2,260.00
	P059341	2844-21809024		AMBULANCE COST OF SERVICE AND	\$7,135.00



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KARSPECK, STEIN		18-417 KARSPECK-	262138	18-417 RESUSCITATION CONFER	\$202.00
OXARC INC		30455795	262149	MEDICAL OXYGEN	\$28.27
		30460467		MEDICAL OXYGEN	\$43.80
		30467593		MEDICAL OXYGEN	\$28.27
		30472386		MEDICAL OXYGEN	\$49.88
PEMBERTON, DAVID		090518	262151	REIMB PARMDC PRO BKGRD CK	\$144.75
		091118		REIMB PARMDC TUITN/BKS	\$2,764.45
PHYSIO-CONTROL INC		418200663	262152	12 LEAD CABLE	\$356.22
PUBLIC SAFETY TESTING INC		2018-8680	262278	3RD QTR 2018 SUBSCRIPTION FEES	\$132.49
STRYKER SALES CORPORATION		2498884M	262164	24V NI-CAD COT BATTERY	\$769.79
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$35.10
	P059694			AUGUST WIRELESS CHARGES	\$351.73
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$35.10
	P059695			SEPTEMBER WIRELESS CHARGES	\$351.73
XEROX CORPORATION	P059715	094729126	262427	AMB BILLING 3RD QTR COPIER MAI	\$35.84

AMBULANCE TOTAL ****

\$18,973.01

MEDICAL SERVICES FUND Total ***

\$18,973.01

FUND 502

EQUIPMENT MAINTENANCE FUND

Division:

214

EQUIPMENT MAINTENANCE

A & E TOWING LLC	3474	262179	TOW WMILEAGE VEH 3324 WO 52180	\$118.37
ATOMIC AUTO BODY INC	34428	262185	REPAIR VEH 3303 WO 51770	\$2,192.21
AUTOZONE	3733361753	262186	SHOP SUPPLY	\$32.45
	3733361755		SHOP SUPPLY	\$32.45
	3733362514		BK CLEANER VEH 3284 WO 51825	\$32.45
	3733362515		BRK CLEANER VEH 2417 WO 51932	\$32.45
	3733365436		DIESEL CLN VEH 3335 WO 52118	\$40.79
	3733365447		FROST PLUG VEH 4084 WP 52117	\$19.54
	3733368446	262324	WIPER BLADES VEH 3322 WO 52070	\$9.97
	3733370854		BRAKES VEH 3336 WO 52176	\$32.45
	3733371380		SHOP TOOLS	\$320.36
	3733371886		WRONG PART	\$21.71
	3733373323		WRONG PART	(\$21.71)
	3733375643		BRAKES VEH 7090 WO 52240	\$32.45
BLUE TARP FINANCIAL INC	41300170	262192	INVERTER VEH 2399 WO 52185	\$578.38
BRAUN NORTHWEST INC	23273	262196	LIGHT STOP VEH 5043 WO 51905	\$430.27
CENTRAL HOSE & FITTINGS INC	C020317	262203	COUPLINGS VEH 3320 WO 52159	\$88.50
COLEMAN OIL COMPANY	0486549-IN	262215	LANDFILL DIESEL DYED	\$3,016.58
	CL31984		CARD LOCK FUEL 10/15-10/21/18	\$18,401.96
COMMERCIAL TIRE INC	19-258826	262216	TIRES SVC VEH 3283 WO 51968	\$356.21
	19-258979	262115	FLAT REPAIR VEH 3342 WO 52161	\$52.67



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMMERCIAL TIRE INC		258852	262216	TIRES VEH 7152 WO 52153	\$907.51
		258979	262115	FLAT REP VEH 3342 WO 52173	\$52.67
		258980		FLA REP VEH 3296 WO 52174	\$52.67
		259077		FLAT REP VEH 3204 WO 52172	\$167.24
		259079		TIRES VEH 6579 WO 51779	\$372.34
		259084		TIRES VEH 4146 WO 52170	\$186.16
		259089		FLAT REP VEH 3332 WO 52175	\$52.67
		259192	262341	SVC CALL VEH 3240 WO 52229	\$161.82
		259193		TIRES VEH 3335 WO 52225	\$1,673.81
		259197		TIRE CHANGE VEH 3339 WO 52224	\$436.13
		259203		CHAINS VEH 6000 WO 52222	\$347.48
		259281		TIRES VEH 3284 WO 52223	\$1,875.17
		259349		ROTATION VEH 3332 WO 52281	\$104.26
		259350		SVC CALL VEH 6000 WO 52282	\$200.51
		259498		TIRE CHANGE VEH 3203 WO 52284	\$53.16
		259500		ROTATION VEH 3280 WO 52285	\$106.97
		259512		ROTATION VEH 3311 WO 52283	\$106.97
		259513		ROTATION VEH 3337 WO 51966	\$106.97
		259524		TIRE VEH 3324 WO 52180	\$166.84
		259527		TIRES VEH 3288 WO 51950	\$362.09
		29206		TIRES VEH 3330 WO 52234	\$714.90
		29207		TIRES VEH 3323 WO 522368	\$357.46
		29216		TIRES VEH 2445 WO 52233	\$720.12
		29227		TIRES VEH 2399 WO 52237	\$1,355.86
		29228		TIRES VEH 1212 WO 52236	\$707.96
		29229		FLAT REPAIR VEH 2402 WO 52235	\$18.19
		29243		TIRES VEH 3264 WO 52231	\$681.30
		29244		ALIGNMENT VEH 3319 WO 52232	\$75.97
		29273		TIRES VEH 2447 WO 52280	\$540.09
		29305		TIRES VEH 2415 WO 52298	\$603.35
CONNELL OIL INC		0236444-IN	262343	SHOP OIL/LUBE	\$1,908.15
		0237341-IN		HYD OIL VEH 6606 WO 52251	\$115.57
		0237648-IN		GEAR OIL VEH 3313 WO 52254	\$125.68
		0238004		SHOP LUBE	\$461.32
CORWIN OF PASCO LLC		426315	262219	MIRROR VEH 3334 WO 52104	\$671.43
		426373		KIT B VEH 3329 WO 52103	\$157.97
		426397		SOR VEH 2398 WO 51827	\$23.19
		426412		SENSOR VEH 2447 WO 52106	\$89.28
		426413		PAN ASY VEH 2398 WO 51827	\$46.75
		426457	262117	LIFT VEH 2398 WO 51827	\$51.82
		426598		SEAL KIT RETURNED CREDIT	(\$29.54)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORWIN OF PASCO LLC		426995	262345	ROTORS VEH 3329 WO 52103	\$353.34
		427011		ROTORS VEH 3329 WO 52103	\$291.87
		CM425949	262219	LAMP VEH 2417 CREDIT	(\$235.89)
CUMMINS, INC		09-1283-	262119	INJECTOR VEH 3333 WO 51687	\$3,692.49
		09-1323		INJECTOR CORE CREDIT	(\$678.76)
		09-1491	262346	HEAD VEH 3283 WO 51875	\$331.28
		100656	262348	WRENCH VEH 0072 WO 52213	\$5.42
EFC EQUIPMENT LLC		139-58195	262126	2" PREMIUM VEH 3303 WO 52166	\$27.15
GENUINE AUTO GLASS OF TRI CITIES LLC		633317	262130	WNDSHLD REPR VEH 2415 WO 52162	\$32.58
		633382		WINDSHLD REP VEH 2415 WO 52162	\$32.58
		633564	262356	WS REPAIR VEH 1382 WO 52249	\$32.58
		633567		WS REPAIR VEH 1384 WO 52250	\$32.58
GLOBALINDUSTRIAL.COM		113363371	262357	SHOP SUPPLY	\$221.42
		113373975		SHOP SUPPLY	\$94.83
JIM'S PACIFIC GARAGES INC		X100144029:1	262137	SHACKLE VEH 3248 WO 52167	\$867.26
		X100144556:01	262244	OPL GRY VEH 3313 WO 52067	\$453.47
		X100144646:01		GOVERNOR VEH 3255 WO 51944	\$16.43
		X100145099:01		VALVE VEH 3255 WRNG PRT CREDIT	(\$143.34)
		X100146282:01		HOOD HOOK VEH 3315 WO 52186	\$31.34
		X100147165:01		VALVE VEH 3240 WO 52255	\$90.59
		X100147695:01	262374	BRACKET VEH 3248 WO 52167	\$58.99
KENWORTH SALES COMPANY		PASCM13072671	262251	NUT AXLE RETURN CREDIT	(\$39.81)
		PASIN3041879		LENS VEH 3251 WO 51936	\$9.52
		PASIN3053515		AUTOSOCK VEH 3203 WO 52143	\$186.79
		PASIN3053521		AUTOSOCK VEH 3222 WO 52142	\$186.79
		PASIN3053524		AUTOSOCK VEH 3280 WO 52141	\$186.79
		PASIN3053525		AUTOSOCK VEH 3283 WO 52140	\$186.79
		PASIN3053526		AUTOSOCK VEH 3284 WO 52139	\$186.79
		PASIN3053533		AUTOSOCK VEH 3285 WO 52138	\$186.79
		PASIN3053536		AUTOSOCK VEH 3292 WO 52137	\$186.79
		PASIN3053539		AUTOSOCK VEH 3296 WO 52136	\$186.79
		PASIN3053542		AUTOSOCK VEH 3311 WO 52135	\$186.79
		PASIN3053550		AUTOSOCK VEH 3312 WO 52134	\$186.79
		PASIN3053552		AUTOSOCK VEH 3315 WO 52133	\$186.79
		PASIN3053558		AUTOSOCK VEH 3320 WO 52131	\$186.79
		PASIN3053561		AUTOSOCK VEH 3333 WO 52130	\$186.79
		PASIN3053563		AUTOSOCK VEH 3335 WO 52129	\$186.79
		PASIN3053565		AUTOSOCK VEH 3336 WO 52128	\$186.79
		PASIN3053568		AUTOSOCK VEH 3337 WO 52127	\$186.79
		PASIN3053573		AUTOSOCK VEH 3339 WO 52126	\$186.79
		PASIN3053575		AUTOSOCK VEH 3340 WO 52125	\$186.79



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KENWORTH SALES COMPANY		PASIN3053580	262251	AUTOSOCK VEH 3341 WO 52124	\$186.79
		PASIN3053582		AUTOSOCK VEH 3342 WO 52123	\$186.79
		PASIN3053584		AUTOSOCK VEH 6000 WO 52122	\$186.79
		PASIN3067406	262376	ALTERNATOR VEH 3296 WO 52132	\$198.13
		PASIN3074189		KING PIN VEH 3311 WO 52283	\$669.50
LIBERTY LAWN & SAW SHOP		4113	262378	CARBURETOR VEH 4000 WO 52268	\$124.83
MCCURLEY CHEVROLET		953739	262144	CABLES VEH 3289 WO 52151	\$65.70
		954035	262383	VALVE VEH 3302 WO 52201	\$61.82
		954132		SWITCH VEH 3293 WO 52217	\$17.60
		954431		VEH 1210 WO 52299	\$64.43
		CM953739	262144	CABLE VEH 3289 WO52151 CREDIT	(\$28.68)
MOBILE FLEET SERVICE INC		01P100228	262263	FILTERS VEH 3341 WO 52025	\$190.16
		01P100234		FILTERS VEH 3342 WO 52026	\$215.59
		123890H	262268	SEALING RING VEH 3230 WO 51367	\$68.28
NORTHWEST EQUIPMENT SALES, INC		01-62174	262273	BELTS VEH 4000 WO 52179	\$149.71
PACIFIC POWER PRODUCTS COMPANY LLC		10841149-	262274	RET CHARGE VEH 6544 WO 52152	\$6.56
		11197245		GAS OPERATE VEH 7151 WO 52078	\$82.13
		11211075	262388	WINDOW VEH 7109 WO 52259	\$141.52
		11211082		WINDOW VEH 7109 WO 52259	\$343.63
		P85758	262281	FILTERS VEH 6595 WO 51924	\$193.58
RDO EQUIPMENT CO		P86033	262154	DRIVE SHAFT VEH 6595 WO 52077	\$566.79
		P86597	262391	HYGARD VEH 7116 WO 51855	\$83.45
		W61459		REPAIR VEH 7141 WO 51529	\$4,228.37
RICHLAND NAPA		421503	262396	WHEEL FLAP VEH 3339 WO 5173	\$85.01
		421605		GREASE VEH 3285 WO 52150	\$37.73
		421652		VENT VEH 2325 WO 52099	\$29.52
		421816		GREASE VEH GREASE GUN WO FI	\$55.93
		421817		BATTERY VEH 4084 WO 52117	\$185.13
		421821		ANTI-FREEZE VEH 30 WO 52160	\$89.73
		421824		VIRTUAL KIT VEH 2440 WO 521	\$158.13
		421888		TAPE VEH 3269 WO 52095	\$5.96
		421889		MOLDING TPE VEH 3269 WO 520	\$9.18
		421893		BEAM BLDS VEH 1206 WO 51975	\$17.35
		421908		BEAM BLDS VEH 2364 WO 52058	\$17.35
		421935		BEAM BLDS VEH 2440 WO 52149	\$34.71
		421955		TRA CABL VEH 4144 WO 52168	\$50.16
		421956		BEAM BLDS VEH 3320 WO 52159	\$78.15
		421957		CLAMPS VEH 3320 WO 52159	\$17.35
		421981		LAMP VEH 3320 WO 52159	\$9.33
		422016		OEM TERMINALS VEH 5043 WO 5	\$5.54
		422017		CONNECTOR VEH 6611 WO 52155	\$11.94



City Of Richland

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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		422028	262396	BATTERY VEH 2371 WO 52178	\$150.58
		422031		SEAL/OIL VEH 3320 WO 52159	\$101.02
		422032		CORE DEP VEH 2371 WO CORE C	(\$19.55)
		422033		BATTERY VEH 1207 WO 52148	\$156.53
		422045		LAMP VEH 3213 WO 52177	\$13.76
		422090		BLADE EXACTFIT VEH 2371 WO	\$22.78
		422091		BRK LUBE VEH 1212 WO 52182	\$24.49
		422104		VIRTUAL VEH 1212 WO 52182	\$283.74
		422111		LAMP VEH 2411 WO 52205	\$81.11
		422211		FILTER VEH 3276 WO 52060	\$3.80
		422213		DISC PAD VEH 3276 WO 52206	\$38.12
		422221		HDLGHT RSTRN KIT VEH 3302	\$42.70
		422224		POLISH VEH 3302 WO 52201	\$20.07
		422241		CLN SAND DISC VEH 3302 WO 5	\$38.55
		422267		LAMP VEH 4166 WO 52209	\$10.37
		422272		ELEC BATT A23 VEH 2399 WO 5	\$13.27
		422273		INDICATOR VEH 3296 WO 52132	\$8.11
		422279		SHOP TOOLS - WARRANTY	\$0.00
		422301		ADAPTER VEH 3303 WO 52228	\$32.57
		422304		BATTERY VEH 3276 WO 52219	\$116.75
		422307		GASKET VEH 4128 WO 52203	\$7.69
		422317		CREDIT WARRNTY VEH CREDIT W	(\$74.29)
		422329		FUEL FILTER VEH 800 (FUEL T	\$15.26
		422335		FILTERS VEH 7137 WO 52216	\$111.40
		422361		POST VEH 4128 WO 52203	\$84.26
		422362		EYE 3" ID 3 PST VEH 2399 WO	\$103.81
		422364		CHAIN OIL VEH 72 WO 52213	\$3.79
		422367		CONNECTOR VEH 4170 WO 52239	\$11.94
		422368		BLADES VEH 1385 WO 51983	\$17.35
		422370		BATTERY VEH 1378 WO 52242	\$113.70
		422372		FILTERS VEH 1378 WO 52243	\$11.11
		422397		BXED MINIATURES VEH 2382 WO	\$10.43
		422398		BXED MINIATURES VEH SHOP WO	\$26.50
		422404		BLADE EXACTFIT VEH 2420 WO	\$24.96
		422407		STROBE BEACON VEH 3293 WO 5	\$188.75
		422408		STROBE BEACON VEH 3293 WO 5	\$188.75
		422415		LAMP VEH 3279 WO 52241	\$10.79
		422418		LICENSE KIT VEH 4128 WO 522	\$5.39
		422422		BATTERY ON WARRANTY VEH 239	\$66.18
		422423		SHOP SUPPLY	\$0.00
		422432		PRE MIX FUEL VEH 4000 WO 52	\$2,342.63



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		422459	262396	BLADE EXACTFIT VEH 1378 WO	\$28.20
		422474		TRANS FL VEH 3268 WO 52253	\$25.98
		422477		BRK ROTOR VEH 3288 WO 51950	\$179.75
		422478		FILTER VEH 3240 WO 52255	\$64.03
		422482		OIL SEAL VEH 3329 WO 52103	\$29.17
		422486		BOLT VEH 3288 WO 51950	\$47.96
		422496		CONNECTOR VEH 2399 WO 52220	\$61.17
		422502		LAMP VEH 1382 WO 51981	\$12.97
		422507		BLADE EXACTFIT VEH 2434 WO	\$24.96
		422508		CONNECTOR VEH 2399 WO 52256	\$10.63
		422541		WIL SEAL VEH 3329 WO 52103	\$29.17
		422567		FILTER VEH 2420 WO 52273	\$14.31
		422570		REAR WHEEL SEAL VEH 3329 WO	\$103.45
		422573		OIL SEAL VEH 3329 WO 52103	(\$58.34)
		422575		HAMMER/OIL VEH 3288 WO 5195	\$187.41
		422601		FILTER VEH 2437 WO 52001	\$12.50
		422613		SCREW/LAMPS VEH 3222 WO 522	\$125.79
		422617		SCOTSEAL VEH 3311 WO 52283	\$241.50
		422623		DEXVIATF VEH 3268 WO 52253	\$39.01
		422711		BRAKECLNR/THRDLOCK VEH 3329	\$136.40
		422731		BRAKE PADS VEH 1210 WO 5229	\$154.46
		422749		INT DOOR HNDL VEH 2290 WO 5	\$26.38
		422757		ROTORS VEH 1210 WO 52299	\$213.57
		422759		TRANS FL VEH CREDIT WO -	(\$25.98)
		422793		MULTI PURP LAMP VEH 3213 WO	\$13.76
		422794		HITCHPIN VEH 4000 WO 52311	\$13.25
		422795		AIR FILTER VEH 3248 WO 5216	\$32.02
		422831		AIR FILTER VEH 3341 WO 5202	\$46.08
		422857		SILICON,TAPE VEH 5049 WO 51	\$18.61
		422858		BATTERY VEH 7112 WO 52319	\$116.75
		422861		SWITCH VEH 3293 WO 52217	\$6.99
		422865		BATTERY VEH 7127 WO 52323	\$212.36
		422867		FLOOR DRY VEH 3336 WO 52321	\$39.14
		422875		BATTERY VEH 2468 WO 52324	\$122.13
RMT EQUIPMENT	P01854		262288	PARTS VEH 7145 WO 51932	\$1,322.51
	P01891		262403	WRONG ORDER	\$0.00
	P01911			SPACER VEH 7145 WO 52147	\$154.07
RWC INTERNATIONAL LTD	50547Y		262405	BLOWER VEH 3142 WO 52214	\$201.22
TACOMA SCREW PRODUCTS INC	22225140		262297	SHOP SUPPLY	\$90.68
	22225283			SHOP SUPPLY	\$215.67
	22225284		262167	BRANCH TEE VEH 3333 WO 51687	\$29.34



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22225933	262414	HEX NUT VEH 3276 WO 52206	\$0.41
		22226172		SHOP SUPPLY	\$1,408.04
		22226207		SHOP SUPPLIES	\$22.71
		22226473		SHOP SUPPLY	\$112.63
		22226586		SHOP SUPPLIES	\$65.26
		22226587		HEX FLANGE VEH 3248 WO 52167	\$78.12
		22226602		HINGE HANDLE VEH 3248 WO 52167	\$97.28
TIRE FACTORY INC		03-132875	262302	TRK REPAIR VEH 5043 WO 52190	\$22.75
TRUCKPRO HOLDING CORPORATION		06 264140	262305	WORKLAMP VEH 3315 WO 52096	\$136.80
		06 264335		BEARING VEH 3320 WO 52159	\$111.05
		06 264438		BRAKES VEH 4128 WO 52203	\$477.02
		06 264587	262419	BRAKES VEH 3334 WO 52286	\$1,635.69
VERIZON WIRELESS	P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$245.04
	P059694			AUGUST WIRELESS CHARGES	\$38.64
	P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$38.64
	P059695			SEPTEMBER WIRELESS CHARGES	\$247.64
VERMEER ROCKY MOUNTAIN INC		P19248	262422	SHAFT VEH 7118 WO 52211	\$1,163.35
		P19270		STABILIZER VEH 7118 WO 52211	\$601.30
WESTERN PETERBILT INC		028P283922	262308	WIPERS VEH 3333 WO 51964	\$109.58
		028P283928		SCREEN-FLTE VEH 3333 WO 51687	\$249.44
		028P283929	262424	FILTER VEH 3333 WO 51687	\$166.29
		028P284111	262176	HOSE RAD VEH 3340 WO 52157	\$271.91
		028P284289	262424	FENDER SKIRT VEH 3333 WO 51687	\$313.76
		028P284392		SENSOR VEH 3283 WO 52208	\$46.49
		028P284393		THROTTLE VEH 3283 WO 52208	\$949.78
		028P284434		SPEAKER VEH 3340 WO 52258	\$16.65
		028P284612		KNUCKLE VEH 3311 WO 52283	\$1,803.03
		028R280750	262176	ACTUATR CORE VEH 3332 WO 51934	\$3,554.08
		CM00059651	262425	WRONG PART VEH 7090	(\$7.49)
		IN000782072		TUBE VEH 7138 WO 51887	\$298.47
		IN000783389		COUPLING VEH 3315 WO 51676	\$105.89
WESTERN STATES EQUIPMENT COMPANY		IN000787100		COUPLING VEH 3248 WO 51911	\$58.54
		IN000788439		FILTER VEH 7138 WO 52100	\$244.13
		IN000788445		FILTERS VEH 7104 WO 52101	\$299.02
		IN000788446		COUPLING VEH 3248 WO 51911	\$123.50
		IN000788473		PIN VEH 3311 WO 51951	\$2.04
		IN000789066	262177	REPAIR AC VEH 7138 WO 52164	\$973.96
		IN000789713		COUPLING VEH 3248 WO 51911	\$133.30
		IN000791740		INSPECT VEH 6577 WO 51916	\$268.79
		IN000791768	262309	INSPECT VEH 6591 WO 51917	\$274.90
		IN000791812	262177	INSPECT VEH 6592 WO 51918	\$274.89



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount	
WESTERN STATES EQUIPMENT COMPANY		IN000792336	262425	LEVER VEH 7090 WO 52154	\$147.52	
		IN000797854	262309	REPAIR VEH 7090 WO 52184	\$788.56	
		IN000797859		REPAIR VEH 7138 WO 52183	\$2,910.31	
		IN000798319	262425	SPRING VEH 7090	\$7.49	
		IN000799859		VALVE BALL VEH 7090 WO 52240	\$825.85	
		IN000802042		ORING VEH 7090 WO 52240	\$25.09	
		IN000803158		SEAL KIT VEH 7090 WO 52240	\$263.02	
		IN000803165		NIPPLE VEH 7090 WO 52240	\$116.92	
WESTERN SYSTEMS & FABRICATION INC		24733	262426	REBUILD VEH 3285 WO 52188	\$1,727.70	
		24783		SWITCH VEH 3284 WO 52248	\$103.90	
		24788		FILTERS VEH 3296 WO 52132	\$99.67	
		24805		SWITCH VEH 3283 WO 51968	\$161.33	
		24820		FILTER VEH 3315 WO 52269	\$122.12	
EQUIPMENT MAINTENANCE TOTAL ****					\$93,613.58	
EQUIPMENT MAINTENANCE FUND Total ***					\$93,613.58	
FUND	505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING				
IMT INC		P059100	10137	262135	MATERIALS TESTING-PRIVATE	\$1,074.00
		P059100	10169	262370	MATERIALS TESTING-PRIVATE	\$433.50
		P059100	10175	262135	MATERIALS TESTING-PRIVATE	\$2,059.50
VERIZON WIRELESS		P059694	9813646126	262174	AUGUST WIRELESS CHARGES	\$414.26
		P059695	9815508154		SEPTEMBER WIRELESS CHARGES	\$448.81
PW ADMIN & ENGINEERING TOTAL ****					\$4,430.07	
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$4,430.07	
FUND	520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM				
MAGELLAN BEHAVIORAL HEALTH		NOV 2018	262260	EAP PREMIUMS-NOVEMBER	\$725.63	
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$725.63	
HEALTH CARE/BENEFITS PLAN Total ***					\$725.63	
FUND	611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION				
BAKER, MARSHALL R		NOV 2018	262187	MEDICARE PREMIUM/BAKER	\$129.00	
BENTON COUNTY FIRE DIST 1		2018-43	262099	FIRE PENSION SEPT 2018	\$712.00	
BOWLS, DAVID		NOV 2018	262194	MEDICARE PREMIUM/BOWLS	\$104.90	
CANFIELD, HARRY R			262199	MEDICARE PREMIUM/CANFIELD	\$119.00	
CARRICK, HENRY			262201	MEDICARE PREMIUM/CARRICK	\$134.00	
CLARK, FRANK M			262211	MEDICARE PREMIUM/CLARK	\$104.90	



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DOWNS, DANNY		NOV 2018	262227	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			262232	MEDICARE PREMIUM/ELIASON	\$134.00
ESTY, RAYMOND J			262234	MEDICARE PREMIUM/ESTY	\$120.00
FERRIANS, ALLEN LARRY			262236	MEDICARE PREMIUM/FERRIANS	\$130.00
HOUCHIN, EARL			262242	MEDICARE PREMIUM/HOUCHIN	\$118.00
JOHNSON, NEILS E			262246	MEDICARE PREMIUM/JOHNSON	\$110.00
JONES, HAROLD			262247	MEDICARE PREMIUM/JONES	\$123.00
KEYS, JACK D			262253	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			262254	MEDICARE PREMIUM/LAHTI	\$104.90
MURRAY, DAVID			262266	MEDICARE PREMIUM/MURRAY	\$110.00
MYERS, EDWARD A			262267	MEDICARE PREMIUM/MYERS	\$119.00
OWEN, MICHAEL			262271	MEDICARE PREMIUM/OWEN	\$110.00
POLLARD, JAMES			262277	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			262291	MEDICARE PREMIUM/RONEY	\$113.00
SIEMENS, DONALD			262293	MEDICARE PREMIUM/SIEMENS	\$125.00
WEST, ROYAL			262307	MEDICARE PREMIUM/WEST	\$116.00
WILLIAMSON, CRAIG E			262313	MEDICARE PREMIUM/WILLIAMSON	\$108.00

FIRE PENSION TOTAL ****

\$3,317.60

FIREMAN'S PENSION Total ***

\$3,317.60

FUND 612

POLICEMEN'S PENSION

Division:

217

POLICE PENSION

ANDERS, PETER	NOVEMBER 2018	262182	MEDICARE PREMIUM/ANDERS	\$121.00
BATES, LAURIE VERN JR		262188	MEDICARE PREMIUM/BATES	\$129.00
BEDEN, LARRY		262189	MEDICARE PREMIUM/BEDEN	\$129.00
BRUNSON, DALE A		262197	MEDICARE PREMIUM/BRUNSON	\$111.00
BUSH, LEE		262198	MEDICARE PREMIUM/BUSH	\$116.00
CLEAVENGER, MICHAEL		262212	MEDICARE PREMIUM/CLEAVENGER	\$134.00
CLEAVENGER, WILL J		262213	MEDICARE PREMIUM/CLEAVENGER	\$120.00
CLEMENTS, JOHN M		262214	MEDICARE PREMIUM/CLEMENTS	\$118.00
COUCH, LARRY		262220	MEDICARE PREMIUM/COUCH	\$133.00
DEMYER, JAMES J		262223	MEDICARE PREMIUM/DEMYER	\$134.00
DRIVER, DOUGLAS D		262228	MEDICARE PREMIUM/DRIVER	\$134.00
DUCHEMIN, ROGER		262229	MEDICARE PREMIUM/DUCHEMIN	\$127.00
GANLEY, JOHN M		262238	MEDICARE PREMIUM/GANLEY	\$119.00
GILL, JAMES GREG		262239	MEDICARE PREMIUM/GILL	\$134.00
HIGGINS, FRED C		262241	MEDICARE PREMIUM/HIGGINS	\$111.00
LARSON, SCOTT K		262256	MEDICARE PREMIUM/LARSON	\$134.00
LEWIS, DAVID L		262257	MEDICARE PREMIUM/LEWIS	\$109.00
MOORE, ROBERT		262265	MEDICARE PREMIUM/MOORE	\$114.00
SPARKS, DAVID W		262294	MEDICARE PREMIUM/SPARKS	\$118.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TAYLOR, RANDAL L		NOVEMBER 2018	262298	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			262300	MEDICARE PREMIUM/THOMAS	\$118.00
TURNER, ROY			262306	MEDICARE PREMIUM/TURNER	\$127.00
WILMOTH, ROD			262314	MEDICARE PREMIUM/WILMOTH	\$132.00
ZIMMERMAN, GERALD			262316	MEDICARE PREMIUM/ZIMMERMAN	\$118.00
POLICE PENSION TOTAL ****					\$2,974.00
POLICEMEN'S PENSION Total ***					\$2,974.00
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
CHARTER COMMUNICATIONS		0706114102018	262334	CABLE SERVICE 10/30-11/29/18	\$29.86
CITY OF RICHLAND		4918178	262208	BCES UTILITY SRVC 09/01-10/01	\$391.93
SPRAGUE PEST SOLUTIONS		3638732	262295	OCT 2018 MONTHLY SERVICE-BCES	\$11.05
STATE / LOCAL ASSISTANCE TOTAL ****					\$432.84
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
CHARTER COMMUNICATIONS		0706114102018	262334	CABLE SERVICE 10/30-11/29/18	\$29.86
CITY OF RICHLAND		4918178	262208	BCES UTILITY SRVC 09/01-10/01	\$391.93
DYNAMIC LANGUAGE CENTER, LTD		396545	262230	TRANSLATION SVCS FOR CALENDAR	\$100.98
SPRAGUE PEST SOLUTIONS		3638732	262295	OCT 2018 MONTHLY SERVICE-BCES	\$11.05
UNITED PARCEL SERVICE	S018114	000986641448	262421	GROUND PKG TO ARROW TECH FOR B	\$234.42
	S018114			GROUND PKG TO LUDLUM INSTRUMEN	\$67.91
	S018114			WEIGHT CORRECTION FOR PKG TO	\$4.71
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$840.86
Division:	622	DOE EMERGENCY PREPAREDNESS			
CHARTER COMMUNICATIONS		0706114102018	262334	CABLE SERVICE 10/30-11/29/18	\$29.85
CITY OF RICHLAND		4918178	262208	BCES UTILITY SRVC 09/01-10/01	\$391.93
SPRAGUE PEST SOLUTIONS		3638732	262295	OCT 2018 MONTHLY SERVICE-BCES	\$11.05
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$432.83
Division:	623	JURISIDICITION			
APOLLO SHEET METAL INC	P059677	940017306	262323	ADJUST FOR TAX	\$0.01
	P059677			HVAC REPAIRS - MATERIAL	\$927.92
	P059677			HVAC REPAIR - LABOR	\$205.25
CHARTER COMMUNICATIONS		0706114102018	262334	CABLE SERVICE 10/30-11/29/18	\$29.85
CITY OF RICHLAND		4918178	262208	BCES UTILITY SRVC 09/01-10/01	\$391.93
MOON SECURITY SERVICES INC		947737	262384	WWTP-TEGRIS FILING FEE	\$12.50
SPRAGUE PEST SOLUTIONS		3638732	262295	OCT 2018 MONTHLY SERVICE-BCES	\$11.05
JURISIDICITION TOTAL ****					\$1,578.51
EMERGENCY MANAGEMENT Total ***					\$3,285.04



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From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 644		MICRO-WAVE			
Division:	611	MICROWAVE			
DAY WIRELESS SYSTEMS	P059688	462264	262121	DEPOT REPAIR AT JUMP OFF JOE S	\$599.23
				MICROWAVE TOTAL ****	\$599.23
				MICRO-WAVE Total ***	\$599.23
FUND 645		SECOMM CONSOLIDATED			
Division:	600	SECOMM OPERATIONS GENERAL			
CENTURYLINK		1018 509-624-3863	262204	GENERAL 10/16-11/16/18	\$7.32
CHARTER COMMUNICATIONS		0706114102018	262334	CABLE SERVICE 10/30-11/29/18	\$29.85
CITY OF RICHLAND		4918178	262208	BCES UTILITY SRVC 09/01-10/01	\$2,351.59
SPRAGUE PEST SOLUTIONS		3638732	262295	OCT 2018 MONTHLY SERVICE-BCES	\$44.21
				SECOMM OPERATIONS GENERAL TOTAL ****	\$2,432.97
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P059677	940017306	262323	HVAC REPAIR - MATERIAL	\$927.51
	P059677			HV REPAIR - LABOR	\$205.25
MOON SECURITY SERVICES INC		947737	262384	WWTP-TEGRIS FILING FEE	\$12.50
				SECOMM AGENCY TOTAL ****	\$1,145.26
				SECOMM CONSOLIDATED Total ***	\$3,578.23
FUND 803		UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15985	262289	Customer Refund	\$7.81
		CISPAY15986	262283	Customer Refund	\$159.68
		CISPAY15987	262275	Customer Refund	\$162.15
		CISPAY15988	262290	Customer Refund	\$121.75
		CISPAY15989	262231	Customer Refund	\$3.95
		CISPAY15990	262250	Customer Refund	\$153.97
		CISPAY15991	262248	Customer Refund	\$180.58
		CISPAY15992	262312	Customer Refund	\$111.01
		CISPAY15993	262259	Customer Refund	\$264.30
		CISPAY15994	262280	Customer Refund	\$60.12
		CISPAY15995	262261	Customer Refund	\$87.87
		CISPAY15996	262296	Customer Refund	\$273.00
		CISPAY15997	262282	Customer Refund	\$65.78
		CISPAY15998	262226	Customer Refund	\$112.16
		CISPAY15999	262181	Customer Refund	\$82.77
		CISPAY16000	262225	Customer Refund	\$229.47
		CISPAY16001	262255	Customer Refund	\$72.67



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY16002	262315	Customer Refund	\$109.69
		REISSUE #236216	262111	REISSUE REFUND TO ACC BALANCE	\$40.49
		REISSUE#246113	262112	REISSUE REFUND TO ACCT BAL	\$770.74
UNASSIGNED TOTAL ****					\$3,069.96
UTILITY BILL CLEARING FUND Total ***					\$3,069.96



City Of Richland

VL-1 Voucher Listing

From: 10/29/2018 To: 11/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,513,289.13

Number of Invoices

Amount

Vouchers In Richland	192	\$72,342.16
Vouchers In Tri Cities	123	\$400,124.36
Vouchers In WA	172	\$356,075.75
Vouchers Outside WA	427	\$684,746.86
Vouchers Final Total.....	914	\$1,513,289.13

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$14,909.72	0.99%
3	SUPPLIES	\$184,952.54	12.22%
4	OTHER SERVICES & CHARGES	\$430,687.70	28.46%
5	INTERGOVERNMENTAL SERVICES	\$98,471.71	6.51%
6	CAPITAL PROJECTS	\$539,168.77	35.63%
	REFUNDS	\$3,069.96	0.2%
9	INTERFUND SERVICES	\$5,095.00	0.34%
	INVENTORY PURCHASES	\$236,933.73	15.66%
	Total	\$1,513,289.13	