



Agenda
City Council Regular Meeting
Tuesday, November 3, 2020 - 5:45 p.m.
Join the Zoom meeting [here](#)
Public Telephone Access: (206) 337-9723 or (253) 215-8782
Meeting ID No. 969 7756 8067

Pursuant to Resolution No. 100-20, this meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192 and at ci.richland.wa.us. If you wish to provide comments for the Public Hearing and/or Public Comments portion of the meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the 4:00 p.m. deadline will be permitted to speak or have their comments read into the record during the meeting. Written comments that exceed two minutes when read aloud may not be read in their entirety, but will be available in the record for Council review.

Closed Session - 5:45 p.m. via Zoom

- I. Closed session to discuss bargaining per RCW 42.30.140(4)(b) (15 minutes)
 - Cathleen Koch, Administrative Services Director

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations

2. COVID-19 Update
 - Cindy Reents, City Manager

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

3. Proposed 2021 Budget and 2021-2026 Capital Improvement Plan, Ordinance No. 46-20
 - Cathleen Koch, Administrative Services Director
4. Proposed 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild, Resolution No. 148-20
 - Cathleen Koch, Administrative Services Director
5. Proposed 2021 Collective Bargaining Agreement with the International Union of Operating Engineers, Resolution No. 149-20
 - Cathleen Koch, Administrative Services Director

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

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes

6. Approval of the October 20, 2020 Council Meeting Minutes and the October 27, 2020 Council Workshop Minutes
 - Heather Kintzley, City Attorney.

Ordinances - First Reading

7. Ordinance No. 46-20, Approving the 2021 Budget and the 2021-2026 Capital Improvement Plan
 - Cathleen Koch, Administrative Services Director
8. Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code
 - Heather Kintzley, City Attorney.

Ordinances - Second Reading & Passage

9. Ordinance No. 35-20, Amending the 2020 Budget to Increase Appropriations in the General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund
 - Pete Rogalsky, Public Works Director
10. Ordinance No. 37-20, Amending Richland Municipal Code Section 18.16.080 related to the Restricted Use of Water for Irrigation Purposes
 - Pete Rogalsky, Public Works Director
11. Ordinance No. 38-20, Approving the 2021 Ad Valorem Tax and Property Tax Levies
 - Cathleen Koch, Administrative Services Director
12. Ordinance No. 39-20, Determining Substantial Need in Setting the Limit Factor for the 2021 Tax Levy
 - Cathleen Koch, Administrative Services Director
13. Ordinance No. 40-20, Approving a Change to the 2021 Ad Valorem Tax over the Prior Year
 - Cathleen Koch, Administrative Services Director
14. Ordinance No. 41-20, Amending Richland Municipal Code Section 9.26.020 related to Discharging Firearms
 - Heather Kintzley, City Attorney
15. Ordinance No. 42-20, Amending Chapter 12.16 of the Richland Municipal Code related to Cleaning and Maintenance of Sidewalks and Property within the Public Rights-of-Way
 - Heather Kintzley, City Attorney
16. Ordinance No. 43-20, Amending Richland Municipal Code Section 7.03.010 related to the Definition of Potentially Dangerous Animal
 - Heather Kintzley, City Attorney
17. Ordinance No. 44-20, Amending Richland Municipal Code Section 9.06.075 related to Second Degree Criminal Trespass
 - Heather Kintzley, City Attorney

18. Ordinance No. 45-20, Amending Richland Municipal Code Section 5.36.010 related to Special Lodging Assessments
- Cindy Reents, City Manager.

Resolutions - Adoption

19. Resolution No. 126-20, Authorizing a Consultant Agreement with Commonstreet Consulting, LLC for Right-of-Way Acquisition Services
- Pete Rogalsky, Public Works Director
20. Resolution No. 139-20, Approving the 2021 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan
- Cindy Reents, City Manager
21. Resolution No. 145-20, Approving a Second Amendment to the Interlocal Agreement for Establishment of a Tri-City Regional Tourism Promotion Area
- Cindy Reents, City Manager
22. Resolution No. 146-20, Updating Council Assignments for the 2020-2021 Calendar Years
- Heather Kintzley, City Attorney
23. Resolution No. 148-20, Approving the 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild
- Cathleen Koch, Administrative Services Director
24. Resolution No. 149-20, Approving the 2021 Collective Bargaining Agreement with the International Union of Operating Engineers
- Cathleen Koch, Administrative Services Director
25. Resolution No. 150-20, Adopting the City of Richland's 2021 Legislative Priorities
- Jon Amundson, Assistant City Manager
26. Resolution No. 151-20, Adopting the Street Light Standards Update Plan
- Pete Rogalsky, Public Works Director
27. Resolution No. 152-20, Authorizing a Grant Agreement with the Washington Traffic Safety Commission for Pedestrian Safety Funding
- John Bruce, Chief of Police
28. Resolution No. 153-20, Authorizing the Renewal Agreement for the Promotion of Tourism with the Tri-Cities Visitor and Convention Bureau
- Cindy Reents, City Manager.

Items - Approval

Expenditures - Approval

Items of Business

29. Resolution No. 147-20, Authorizing a Funding Agreement with Benton County for the Center Parkway-North - Gage to Tapteal Project
- Pete Rogalsky, Public Works Director

Reports and Comments

1. City Manager
2. City Council
3. Mayor

Executive Session

30. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Retained Legal Counsel (30 minutes)
 - Ryan Lukson, Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Closed Session - 5:45 p.m. via Zoom

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Closed session to discuss bargaining per RCW 42.30.140(4)(b) (15 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:
COVID-19 Update

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Public Hearing

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proposed 2021 Budget and 2021-2026 Capital Improvement Plan, Ordinance No. 46-20

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

RCW 35.33 requires the City to hold budget hearings prior to adoption of the 2021 Budget ordinance. Hearings were held on October 20, 2020 with an additional hearing on November 3, 2020.

Council received the City Manager's Proposed 2021 Budget and the 2021-2026 Preliminary Capital Improvement Plan on October 1, 2020. The City Manager presented the 2021 Budget message at the October 6, 2020 Council meeting, which was followed by a public hearing on revenue sources on October 20, 2020. A budget video presentation was uploaded to the City's website on October 27, 2020.

The first reading of the 2021 Budget ordinance is scheduled to occur at tonight's meeting. Second reading and passage is scheduled for November 17, 2020.

Fiscal Impact:

The proposed budget for 2021 reflects an appropriation of \$288,088,291.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Public Hearing

Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild, Resolution No. 148-20

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the proposed 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild.

Resolution No. 148-20 is being presented for Council consideration and approval on the agenda. Please see the staff report accompanying Resolution No. 148-20 for more information.

Fiscal Impact:

See the staff report accompanying Resolution No. 148-20 for more information.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Public Hearing

Key I - Financial Stability & Operational Effectiveness

Subject:

Proposed 2021 Collective Bargaining Agreement with the International Union of Operating Engineers, Resolution No. 149-20

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

This public hearing is held to allow for input on the proposed 2021 Collective Bargaining Agreement with the International Union of Operating Engineers.

Resolution No. 149-20 is being presented for Council consideration and approval on the agenda. Please see the staff report accompanying Resolution No. 149-20 for more information.

Fiscal Impact:

See the staff report accompanying Resolution No. 149-20 for more information.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the October 20, 2020 Council Meeting Minutes and the October 27, 2020 Council Workshop Minutes

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the regular Richland City Council meeting held on October 20, 2020, and the regular Richland City Council workshop held on October 27, 2020.

Summary:

Draft meeting minutes from the Richland City Council meeting held on October 20, 2020, and the Richland City Council workshop held on October 27, 2020 are presented for Council's consideration and approval.

Fiscal Impact:

None.

Attachments:

1. Draft October 20, 2020 City Council Meeting Minutes
2. Draft October 27, 2020 City Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, October 20, 2020

Zoom – Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 969 0152 3221

City Council Workshop - 5:00 p.m.

Mayor Lukson called the remote workshop to order at 5:00 p.m.

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

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, City Clerk Rogers, City of Pasco City Manager Zabell, City of Pasco Administrative & Community Services Director Ratkai, and Consultants David Robison and Kim Harvey.

Agenda Item

1. Tri-Cities Animal Control Authority Shelter Update

City of Pasco City Manager Dave Zabell introduced Administrative & Community Services Director Zach Ratkai, who provided a recap of the status of building a new facility for Tri-Cities Animal Control. Topics discussed included current options and preferred options for the design and construction of a new facility, the current interlocal agreement for design and construction, outside organization options for partnerships, cost estimations, and the benefits to the preferred on-site option.

Throughout the update, Council provided comments and engaged in a question and answer session with city staff, Zach Ratkai, David Robison and Kim Harvey.

COUNCIL ADJOURNED THE WORKSHOP AT 6:01 AND ANNOUNCED A FIVE-MINUTE BREAK BEFORE CALLING THE REGULAR MEETING TO ORDER.

City Council Regular Meeting - 6:06 p.m.

Mayor Lukson called the Council meeting to order at 6:06 p.m.

Welcome and Roll Call

Mayor Lukson welcomed those attending the virtual meeting.

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

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Rogers.

Pledge of Allegiance

Members of Girl Scout Troop No. 5351 led Council and the audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

PRIOR TO APPROVAL OF THE AGENDA, MAYOR LUKSON PULLED ITEM NO. 24 FROM THE CONSENT CALENDAR DUE TO A POTENTIAL CONFLICT. ITEM NO. 24, RESOLUTION NO. 144-20, AUTHORIZING A GRANT AGREEMENT WITH THE WASHINGTON TRAFFIC SAFETY COMMISSION FOR HIGH VISIBILITY ENFORCEMENT FUNDING, WAS MOVED TO ITEM NO. 2 UNDER ITEMS OF BUSINESS.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE AGENDA AS AMENDED. THE MOTION CARRIED 7-0.

Presentations

2. "Extra Mile Day" Proclamation

Mayor Lukson read aloud the "Extra Mile Day" Proclamation.

3. COVID-19 Update

City Manager Reents announced that Benton and Franklin Counties have transitioned into Phase 2 of Washington's *Safe Start* reopening plan. Detailed information and guidance regarding allowable activities are outlined on Governor Inslee's website. Ms. Reents briefly described some of the allowable activities and services, and added that Governor Inslee will release additional phasing guidelines in the near future.

City Manager Reents shared some highlights from a recent Benton-Franklin Health District meeting, and reported that Richland has disbursed \$87,618 in CARES Act funds to residents and businesses most affected by the pandemic for utility payment assistance.

The Greater Columbia Accountable Community of Health (GCACH) Organization will form a Community Resiliency Campaign to work with mental health professionals to educate and provide aid to the community relating to the impacts of the pandemic.

The Benton County Board of Commissioners have authorized up to \$1.3 million in CARES Act funding to provide childcare assistance. The grant eligibility requirements, criteria, application and application deadline are available on Benton County's website.

City Manager Reents reported that, as of August, the City has received approximately \$1.08 million in sales tax, and that the City is on target with regard to the anticipated August sales tax revenue.

Councilmember Christensen questioned when in-person council meetings would resume. City Manager Reents advised that in-person meetings are scheduled to resume in Phase 3 of Governor Inslee's *Safe Start* plan. Mayor Lukson spoke favorably of holding in-person meetings since other businesses are open to a certain degree, and added that this topic will be discussed in a meeting with Governor Inslee.

Councilmember Thompson shared his thoughts and voiced frustrations with the inconsistent targets imposed by Governor Inslee. Mayor Lukson replied that it appears that the goal is to reduce transmission rates as much as possible and balance it with the opening industries. Mayor Lukson reiterated that the phases will be revised and will be made available in the near future. In response, Councilmember Thompson shared additional thoughts regarding the impacts of the pandemic.

Public Hearing

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

4. 2020 Budget Amendment in the General Fund, Stormwater Fund, Wastewater Fund and Industrial Development Fund, Ordinance No. 35-20

Public Works Director Pete Rogalsky provided an overview of the proposed budget amendment.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 6:35 p.m.

5. Proposed 2021 Revenue Sources Including Property Tax, Ordinance Nos. 38-20, 39-20 and 40-20

Finance Director Brandon Allen presented on the estimated revenue sources and property taxes for the 2021 Budget. A question and answer session with Council ensued.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 7:08 p.m.

6. Proposed Surplus of Equipment, Resolution No.142-20

Administrative Services Director Cathleen Koch presented a list of items surplus to the City's needs.

No individuals signed up to provide testimony for this public hearing item. Mayor Lukson opened and closed the public hearing at 7:11 p.m.

Public Comments

City Clerk Rogers read public comments submitted by the following individuals:

Guy Steen - 126 Cimarron Street, Richland, WA 99352: Mr. Steen stated concerns with Waste Management's plan not to collect bio-material this fall. Mr. Steen requested that a billing adjustment be made to accommodate expenses incurred by residents having to transport the debris to the landfill.

Tim Taylor - 462 Palm Drive, Richland, WA 99352: Mr. Taylor reminded Council that new animal control facility is still needed, and encouraged Council to take action to build a facility to meet the needs of the growing communities.

Charles Robertson, owner of American Cruise Lines, stated that he has been working with the City to increase the number of times the American Cruise Lines cruise ships dock at the city. A proposed agreement to support this effort will be presented in the near future for Council's consideration and approval.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. THE MOTION CARRIED 7-0.

Minutes

7. Approval of the October 6, 2020 City Council Meeting Minutes

Ordinances - First Reading

8. Ordinance No. 35-20, Amending the 2020 Budget to Increase Appropriations in the General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund
9. Ordinance No. 37-20, Amending Richland Municipal Code Section 18.16.080 related to the Restricted Use of Water for Irrigation Purposes

10. Ordinance No. 38-20, Approving the 2021 Ad Valorem Tax and Property Tax Levies
11. Ordinance No. 39-20, Determining Substantial Need in Setting the Limit Factor for the 2021 Tax Levy
12. Ordinance No. 40-20, Approving a Change to the 2021 Ad Valorem Tax over the Prior Year
13. Ordinance No. 41-20, Amending Richland Municipal Code Section 9.26.020 related to Discharging Firearms
14. Ordinance No. 42-20, Amending Chapter 12.16 of the Richland Municipal Code
15. related to Cleaning and Maintenance of Sidewalks and Property within the Public Rights-of-Way
16. Ordinance No. 43-20, Amending Richland Municipal Code Section 7.03.010 related to the Definition of Potentially Dangerous Animal
17. Ordinance No. 44-20, Amending Richland Municipal Code Section 9.06.075 related to Second Degree Criminal Trespass
18. Ordinance No. 45-20, Amending Richland Municipal Code Section 5.36.010 related to Special Lodging Assessments

Ordinances - Second Reading & Passage

19. Ordinance No. 32-20, Authorizing a Franchise Agreement with New Cingular Wireless PCS, LLC d/b/a AT&T Mobility
20. Ordinance No. 33-20, Authorizing the Vacation of a Portion of Robertson Drive
21. Ordinance No. 34-20, Amending Chapter 12.02 of the Richland Municipal Code related to the Street Functional Classification Plan
22. Ordinance No. 36-20, Amending Title 23 and the Official Zoning Map to Change Zoning on 7.4 Acres from Retail Business (C-2) to Limited Business (C-LB)

Resolutions - Adoption

23. Resolution No. 142-20, Approving the Sale of Surplus Property and Equipment
24. Resolution No. 143-20, Authorizing a Purchase Agreement with Myers Power Products, Inc. for Procurement of the Gateway Substation Metalclad Switchgear
25. Resolution No. 144-20, Authorizing a Grant Agreement with the Washington Traffic

Safety Commission for High Visibility Enforcement Funding (PULLED AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 2.)

Items - Approval

None.

Expenditures - Approval

26. Expenditures from September 1, 2020 to September 30, 2020 for \$33,279,719.14 including Check Nos. 282649-283462, Travel Check Nos. 19933-19945, Wire Nos. 8261-8263, 8267-8297, and 8300-8302, Payroll Check Nos. 169110-170181, Payroll Wire/ACH Nos. 11680-11725, and Pension Check Nos. 5597-5625

Items of Business

27. Council Assignments

City Manager Reents stated that former councilmember Brad Anderson's resignation from City Council created council liaison/representative vacancies on several boards, commissions and committees: Arts Commission, Code Enforcement Board, Lodging Tax Advisory Committee, Benton County Mosquito Control Board, and Benton County Solid Waste Advisory Committee.

Councilmember Christensen provided reasoning for his willingness to serve as liaison to the Lodging Tax Advisory Committee. Councilmember Christensen added that he resigned from Tri-Cities Girls Fastpitch Softball Association (TCGFSA), which removes any conflict of interest. Councilmember Thompson asked Councilmember Christensen if he will agree to recuse himself from any actions involving softball if Council reappoints him to the Lodging Tax Advisory Committee. Councilmember Christensen replied in the affirmative.

COUNCILMEMBER THOMPSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO APPOINT COUNCILMEMBER CHRISTENSEN TO THE LODGING TAX ADVISORY COMMITTEE, CONTINGENT ON COUNCILMEMBER CHRISTENSEN'S COMMITMENT TO RECUSE HIMSELF ON ANY ACTIONS INVOLVING SOFTBALL. THE MOTION CARRIED 7-0.

At the conclusion of Council's action regarding appointment to the Lodging Tax Advisory Committee, Council discussed its intent to transfer all of former Councilmember Brad Anderson's council assignments, excluding the Lodging Tax Advisory Committee, to Councilmember Boring, and to transfer Mayor Pro Tem Kent's TRIDEC assignment to Mayor Lukson. An updated resolution reflecting these appointments will come forward for Council consideration at the next regular meeting.

28. Resolution No. 144-20, Authorizing a Grant Agreement with the Washington Traffic Safety Commission for High Visibility Enforcement Funding **(PULLED FROM CONSENT CALENDAR)**

Mayor Lukson recused himself from voting on this matter as he provided legal review on the same agreement for Benton County.

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE RESOLUTION NO. 144-20. ALL IN FAVOR: MAYOR PRO TEM KENT AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND KENT. MAYOR LUKSON DID NOT VOTE DUE TO HIS RECUSAL. THE MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Reents congratulated Sergeant Henry and Sergeant Florence on their recent promotions to Captain in the Richland Police Department, and also congratulated Officer Murstig to his promotion to Sergeant.

City Manager Reents also shared that, in April 2017, the State of Washington purchased a 40-acre parcel from the City of Richland valued at \$1.6 million in the Horn Rapids Industrial Park for the purpose of constructing a Military Readiness Center. The project pre-application process is scheduled for next week. The Readiness Center will be constructed near the Preferred Freezer project. City Manager Reents provided additional project details, and then answered questions from Council.

City Council

Councilmember Thompson shared his observations regarding what he perceives as the moving targets of the reopening process in Washington. Councilmember Thompson also welcomed Councilmember Boring.

Councilmember Christensen shared his thoughts on the current political use of science as it relates to the pandemic.

Councilmember Alvarez spoke of his desire to advance to Phase 3 for the purposes of resuming in-person council meetings. Councilmember Alvarez also thanked the Girl Scouts for leading the Pledge of Allegiance.

Councilmember Boring thanked the Girl Scouts for leading the Pledge of Allegiance, and encouraged everyone to remain safe and positive during the pandemic.

Mayor Pro Tem Kent shared that she recently participated in Parks & Recreation and Library Board meetings, and offered kudos to staff for continuing to find ways to bring

meaningful and socially distanced programming to the community during the pandemic. Mayor Pro Tem Kent encouraged the public to check the City's website for available services and activities, particularly for children.

Mayor

Mayor Lukson shared his thoughts regarding the moving targets of Washington's *Safe Start* plan. Mayor Lukson advised that City leaders will continue to advocate for the opening of additional businesses and industries.

Mayor Lukson also shared that he recently toured Rattlesnake Mountain with Congressman Newhouse and other local officials to determine how to allow public access to Rattlesnake Mountain throughout the year.

Executive Session

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

Council convened in executive session at 7:48 p.m. for thirty (30) minutes. Those virtually present included Mayor Lukson, Mayor Pro Tem Kent, Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson, City Manager Reents, City Attorney Kintzley, Public Works Director Rogalsky, and retained counsel Ken Harper.

COUNCIL EXITED EXECUTIVE SESSION AT 8:13 P.M.

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

Council convened in executive session at 8:13 p.m. for sixty (60) minutes. Those virtually present included Mayor Lukson, Mayor Pro Tem Kent, Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson, and retained counsel Ann Marie Soto.

***EXTENSION OF THE EXECUTIVE SESSION FOR AN ADDITIONAL 45 MINUTES WAS ANNOUNCED AT 9:13 P.M.**

COUNCIL EXITED EXECUTIVE SESSION AT 9:50 P.M.

***Adjournment**

Mayor Lukson adjourned the meeting at 9:50 p.m.

These announcements were made live during the Zoom meeting, but are not included in the City's recorded broadcast of the meeting on the City's website.

APPROVED:

Ryan Lukson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:

Draft



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, October 27, 2020 – 6:00 p.m.

Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 966 8333 0138

City Council Workshop - 6:00 p.m.

Mayor Lukson called the remote workshop to order at 6:00 p.m.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Lemley and Thompson were present. Councilmember Christensen was absent.

Also remotely present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Development Services Director Jensen, Public Works Director Rogalsky, Transportation & Development Manager West, Marketing Specialist Wallner, Energy Services Director Whitney, City Clerk Rogers, and consultant Adam Miles with DOWL, LLC.

Agenda Items

1. Street Light Standards Update

Public Works Director Rogalsky provided Council with a briefing on the update to the existing street lighting standards policy. Public Works Director Rogalsky introduced Adam Miles, a consultant with DOWL, LLC, who provided a more in-depth presentation on the topic.

During the workshop session, Council was asked to give direction on whether to proceed with a continuous or non-continuous lighting standard on residential streets. The Richland Planning Commission recommended continuous lighting, whereas an online survey of city residents indicated a preference for non-continuous lighting after observing a field demonstration. Councilmember Boring provided insight into the Planning Commission's recommendation, citing limitations with the online survey and field demonstration. Public Works Director Rogalsky and Mr. Miles addressed questions from Council throughout the presentation. At the conclusion of the presentation, City Council expressed a preference consistent with the Planning Commission to adopt a continuous lighting standard for local residential streets. Public Works Director Rogalsky advised that a resolution adopting the updated lighting standards policy would come forward on the November 3, 2020 regular council meeting agenda.

2. Update: 505 Swift Boulevard (Former City Hall Site)

Development Services Director Jensen provided a timeline of progress for the 505 Swift Boulevard site beginning in February 2019 to the present. Development Services Director Jensen also provided a high-level overview of the two (2) project proposals received, and shared community feedback regarding various uses the public would like to see at the location. Council and staff engaged in a question and answer session throughout the presentation.

Adjournment

Mayor Lukson adjourned the meeting at 7:20 p.m.

APPROVED:

Ryan Lukson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 46-20, Approving the 2021 Budget and the 2021-2026 Capital Improvement Plan

Department:

Administrative Services

Ordinance/Resolution Number:

46-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 46-20, approving the 2021 Budget and the 2021-2026 Capital Improvement Plan.

Summary:

Richland City Council received the proposed 2021 Budget and 2021-2026 Capital Improvement Plan on October 1, 2020. On October 6, 2020, the City Manager presented the budget message to Council during a regularly scheduled public meeting. A revenue hearing was also conducted at the October 20, 2020 City Council meeting. The final hearing and presentation will be held at the City Council meeting on November 3, 2020.

The first reading of the ordinance adopting the 2021 Budget is scheduled for November 3, 2020. Second reading and passage of the 2021 Budget ordinance is scheduled for November 17, 2020.

Staff recommends approval of Ordinance No. 46-20 for first reading, by title only.

Fiscal Impact:

The proposed 2021 budgeted appropriations for all funds total \$288,088,291.

Attachments:

- I. Ordinance No. 46-20

ORDINANCE NO. 46-20

AN ORDINANCE of the City of Richland adopting the 2021 Annual Budget of the City of Richland, including the 2021-2026 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 2021, including the 2021-2026 Capital Improvement Plan, and each and every fund thereof as fixed and determined in the Proposed Budget for the year 2021, as revised by the City Council, is hereby adopted as the Budget of the City for the calendar year 2021. 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	\$ 59,273,093	\$ 5,594,059	\$ 64,867,152	\$ 64,867,152
Special Revenue Funds:				
City Streets	3,012,380	446,121	3,458,501	3,458,501
Transportation Benefit District	400	-	400	400
Park Reserve	499,935	809,070	1,309,005	1,309,005
Industrial Development	4,802,680	1,766,810	6,569,490	6,569,490
Criminal Justice	87,826	-	87,826	87,826
Public Safety Sales Tax	1,902,450	530,910	2,433,360	2,433,360
BCES Operations	6,452,862	-	6,452,862	6,452,862
Hotel/Motel Tax	806,700	125,000	931,700	931,700
Special Lodging Assmnt	375,000	-	375,000	375,000
Community Dev. Block Grant	405,207	65,000	470,207	470,207
HOME	895,349	-	895,349	895,349
Debt Service Funds:				
LTGO Bonds	1,530,190	-	1,530,190	1,530,190
Fire Station 74	667,381	-	667,381	667,381
Library Remodel	1,515,075	900	1,515,975	1,515,975
LRF Debt Service	656,235	-	656,235	656,235
LID Guaranty	12,500	-	12,500	12,500
Special Assessment	33,000	-	33,000	33,000
Capital Projects Funds:				
Streets Capital Projects	13,184,850	-	13,184,850	13,184,850
Capital Improvement	1,805,000	3,250,337	5,055,337	5,055,337
Parks Capital Projects	3,775,000	-	3,775,000	3,775,000
General Government	642,500	-	642,500	642,500

Funds	Total Estimated Revenues	Appropriated Beginning Fund Balances	Est. Revenues & Approp. Fund Balance	Total Appropriations
Enterprise Funds:				
Electric	74,584,579	10,896,081	85,480,660	85,480,660
Water	16,772,595	-	16,772,595	16,772,595
Wastewater	11,269,082	5,702,464	16,971,546	16,971,546
Solid Waste	9,918,895	3,351,172	13,270,067	13,270,067
Stormwater	2,604,669	-	2,604,669	2,604,669
Golf Course	1,984,475	71,545	2,056,020	2,056,020
Medical Services	4,898,566	1,014,377	5,912,943	5,912,943
Broadband	368,400	53,198	421,598	421,598
Internal Service Funds:				
Equipment Maintenance	4,414,592	-	4,414,592	4,414,592
Equipment Replacement	4,069,585	555,578	4,625,163	4,625,163
Public Works Adm & Eng.	4,000,806	221,960	4,222,766	4,222,766
Workers Compensation	701,658	666,368	1,368,026	1,368,026
Employee Benefits	13,226,554	-	13,226,554	13,226,554
Unemployment	85,407	46,459	131,866	131,866
Post Employment Benefit	1,646,940	38,466	1,685,406	1,685,406
Totals	\$ 252,882,416	\$ 35,205,875	\$ 288,088,291	\$ 288,088,291

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. In the interests 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.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 47-20, Amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code

Department:

City Attorney

Ordinance/Resolution Number:

47-20

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 47-20, amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and eliminate conflicts.

Chapter 2.04 RMC was originally enacted in 1960 for the purpose of fulfilling Council's power under the Richland City Charter to establish city departments and their related duties. As community priorities change, the City has seen many departments and positions also change over the past 60 years.

Chapter 2.04 RMC also further defines the duties of the City Manager, City Clerk and City Attorney, three positions created by the Richland City Charter.

Due to restructuring and various staff changes, Chapter 2.04 is in need of a housekeeping update to bring the code into alignment with current practices. Gender specific pronouns have also been removed throughout.

Staff recommends approval of Ordinance No. 47-20 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 47-20

ORDINANCE NO. 47-20

AN ORDINANCE of the City of Richland amending Chapter 2.04 of the Richland Municipal Code related to the City of Richland's Administrative Code.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguities and align with current practices; and

WHEREAS, due to changes in staffing and organizational structure, many of the references in Chapter 2.04 RMC have become obsolete; and

WHEREAS, this housekeeping ordinance is necessary to bring the Richland Municipal Code into alignment with current municipal operations.

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

Section 1. Chapter 2.04 of the Richland Municipal Code, entitled Administrative Code, as first enacted by Ordinance No. 125, and last amended by Ordinance No. 07-20, is hereby amended as follows:

Chapter 2.04 ADMINISTRATIVE CODE

Sections:

- 2.04.010 Purpose.**
- 2.04.020 Charter defined.**
- 2.04.030 City manager – Responsibilities.**
- 2.04.040 City manager – Duties.**
- 2.04.050 City manager – Administrative supervision.**
- 2.04.060 City manager – Administrative rules.**
- 2.04.070 City manager – Staff.**
- 2.04.080 City manager – Reports to the council.**
- 2.04.090 City manager – Absence or disability.**
- 2.04.100 Groups, departments, and officers established.**
- 2.04.110 Boards, commissions and committees.**
- 2.04.115 Ad hoc citizens committees.**
- 2.04.120 Procedure for filling vacancies on boards, commissions, and committees.**
- 2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.**
- ~~**2.04.127 Deputy city manager for community and development services.**~~
- 2.04.128 Assistant city manager.**
- 2.04.130 City clerk.**
- 2.04.140 City attorney.**
- ~~**2.04.150 Administrative services group.**~~

- 2.04.155 Administrative services department.
- 2.04.160 ~~Community and d~~Development services department. ~~group.~~
- 2.04.161 Parks & public facilities ~~and recreation~~ department.
- ~~2.04.165 Utility and public works group.~~
- 2.04.170 Public works department.
- 2.04.180 Energy services department.
- ~~2.04.200 Public safety group.~~
- 2.04.205 Fire & and emergency services department.
- 2.04.210 Police ~~services~~ department.
- ~~2.04.220 Benton County emergency services department.~~
- 2.04.260 Severability.
- 2.04.270 Interpretation.

2.04.010 Purpose.

This chapter is adopted pursuant to Article II, Section 2.07(K11) of the Richland City Charter authorizing Council to adopt an administrative code to govern the administration of the city, to create or eliminate departments, offices, and positions of employment, not created by the Charter, and to determine the powers and duties of any department and office. ~~establish an organization to administer the functions of the city under the Charter and is a part of the administrative code.~~

2.04.020 Charter defined.

“Charter” when used in this chapter means the Richland City Charter.

2.04.030 City manager – Responsibilities.

The city manager shall be the chief administrative officer of the general city government and shall supervise and be responsible for the effective management of the administrative and financial affairs of the city, and shall supervise all city departments and offices, except as ~~is~~ otherwise provided by the Charter, general laws or ordinances. ~~He~~ The city manager ~~is shall be~~ responsible for the proper execution of the policies set by the city council and the enforcement of all laws and ordinances. ~~He~~ The city manager is shall be responsible to the city council for the efficient operation of all city departments and offices under ~~his~~ the manager's jurisdiction, and, ~~as city comptroller, he~~ shall likewise be responsible to the city council for the economical conduct and operation of all city departments and offices under ~~his~~ the manager's jurisdiction.

2.04.040 City manager – Duties.

The city manager shall:

- A. Keep the council informed of the conditions and needs of the city;
- B. Make such reports and recommendations as the manager ~~he may~~ deems desirable or as may be requested ~~of him~~ by the council;
- C. Prepare and submit to the council the proposed annual ~~preliminary~~ budget for the city;

D. Prepare and submit annually to the council a five-year capital expense budget;

E. ~~As comptroller, c~~Control city expenditures so that actual expenditures do not exceed amounts available for expenditures;

F. Supervise the purchase, lease, rental, use, maintenance and assignment of city property required by ~~the various departments and offices of the general government of~~ the city;

G. Appoint, remove, suspend or discipline all officers and employees of the city under the city manager's ~~his~~ jurisdiction, subject to ~~the personnel rules and civil service provisions of~~ the Charter, ~~and~~ ordinances or general laws; provided, that ~~he~~ this authority may be delegated by the city manager, in the city manager's discretion, to a department head or department director; ~~may, at his discretion, authorize the head of a department or office responsible to him to appoint, suspend, discipline or remove subordinates in such department or office;~~

H. Fix and establish the number of employees in the various city departments and offices under ~~his~~ the manager's jurisdiction and determine their duties and compensation, subject to the ~~pay~~ compensation plan and appropriations adopted by the city council;

I. Exercise all powers conferred by law upon the city but not specifically conferred upon any official or the city council;

J. Negotiate and sign, on behalf of the city, contracts duly authorized by the council or by ordinance and administer the provisions of such contracts;

K. Take or cause to be taken or recommend to the city council in the proper case all and every action necessary to protect the best interests and promote the welfare of the city;

L. Represent the city at meetings with other governmental units, agencies, commissions, and associations as deemed necessary or as directed by the city council;

~~L~~M. Perform such other duties and have and exercise such other powers as may be prescribed by law.

2.04.050 City manager – Administrative supervision.

The city manager, in exercising general control over the administrative affairs of the general government of the city, shall deal insofar as it is possible through the administrative officers of the general government designated by this code, and except as otherwise provided by Charter or general law, all such officers shall be directly and exclusively responsible to the city manager, ~~him,~~ and to no other person or body, for the efficient or economical conduct of their respective departments and offices.

2.04.060 City manager – Administrative rules.

The city manager is authorized to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the city, outlining the general procedures for the administration of city activities under ~~his~~ the city manager's jurisdiction, and ~~he~~ may provide for a system of administrative regulations to be issued by the heads of the various departments and offices of the city's general government.

2.04.070 City manager – Staff.

The city manager may, within the limits of the annual budget adopted by the city council, appoint administrative assistants or designate employees of the city as such whose duties shall be to assist the city manager in such a manner as the city manager ~~he~~ may designate and to conduct studies and research into the most advantageous administrative practices and other matters affecting the city, its government and its administration, the application of which will improve the administration of the city government. The city manager may, within the limits of the annual budget adopted by the city council, determine appropriate staffing levels for ~~his~~ the city manager's office and for the other departments and divisions of the city.

2.04.080 City manager – Reports to the council.

The city manager shall prepare and submit to the city council annually, at the close of each fiscal year, a complete report of the city's administrative activities and finances for the preceding year, which report shall be made available for public distribution. ~~He~~ The city manager shall prepare and present such other reports as the city council may require or as ~~he~~ the manager deems advisable. The city manager, as part of the adoption of the annual budget, shall provide to city council a current organizational chart. ~~maintained said chart to be maintained by the city clerk's office and made available to the public. Any significant modifications to the organizational structure shall be adopted by the city council by resolution and incorporated into the organizational chart by the city clerk within 30 days of council's resolution.~~

2.04.090 City manager – Absence or disability.

Whenever the city manager is unable to perform the duties of ~~his~~ the office because of a temporary disability or ~~of his~~ absence from the city for not more than ~~15~~ 30 calendar days, ~~he~~ the city manager may designate ~~some other~~ another city official to serve in ~~his~~ the city manager's place. The official so designated shall supervise and be responsible for the effective management of the administrative affairs of the city, but shall have only such powers as are necessary to deal with the administrative affairs of the city until the city manager's ~~recovery or~~ return, not including, however, the power to appoint and remove heads of departments or subordinates. Whenever the city manager's disability appears to be of a continuing nature or ~~his~~ the absence exceeds ~~15~~ 30 calendar days, the city council shall appoint a qualified administrative officer to perform the duties of the office until the manager returns to duty.

2.04.100 Groups, departments, and officers established.

Administrative services of the city shall be organized into departments and officers whose titles are created and established as follows:

Department/Office	Administrative Officer
City Manager's Office	City Manager
City Clerk's Office	City Clerk
City Attorney's Office	City Attorney
Administrative Services Group	Administrative Services Director
Administrative Services Department	Administrative Services Director
Community and Development Services Department Group	Development Services Director Deputy City Manager for Community and Development Services
Parks and Recreation & Public Facilities Department	Parks and Recreation & Public Facilities Director
Utilities and Public Works Group	City Manager Designee
Public Works Department	Public Works Director
Energy Services Department	Energy Services Director
Public Safety Group	City Manager Designee
Fire and & Emergency Services Department	Fire Chief and Emergency Services Director
Police Services Department	Chief of Police Services Director
Benton County Emergency Services Department	Police Services Director

2.04.110 Boards, commissions and committees.

A. Boards, Commissions and Committees Created. There shall be boards, commissions and committees as defined in this title and such other boards, commissions and committees as have been or are hereafter established by ordinance or by general laws. Each board, commission or committee shall be so organized and shall have such powers as are conferred and such duties as are required by general laws, the Charter and ordinances.

B. Applicability. This section shall apply to all boards, commissions and committees except the firemen's pension board and the police relief and pension board.

C. Officers, Liaisons, Staff Assistance.

1. Officers. The board, commission or committee shall elect its own chairperson and vice chairperson and create and fill such other offices as it may determine it requires.

2. Council Liaisons. Except as otherwise provided in this title, all boards, commissions and committees shall have a liaison appointed from the council who shall serve consistent with RMC 2.04.125(A).

3. Staff Liaisons. The administrative officer of the department or offices most closely connected with the activity of a board, commission or committee shall serve as a staff liaison to that board, commission or committee. To the extent such communication is warranted, the staff liaison is responsible for facilitating communication between the assigned board, commission or committee and city employees, consultants, contractors, customers, applicants, city manager, city council, and members of the public.

4. Liaisons shall not be members of the board, commission or committee to which they are appointed and shall fulfill the role of facilitation and transfer of information between the respective board, committee and commission.

D. Membership.

1. Appointment. All board, commission and committee members shall be appointed by the council. The appointment procedure referenced in RMC 2.04.120 shall be used to recruit and evaluate candidates for appointment.

2. Compensation and Political Affiliation. All board, commission and committee members shall serve without compensation and without regard to political affiliation.

3. Membership Limitations. Excepting the personnel committee, a board, commission or committee member is limited to membership on two boards, commissions or committees, including ad hoc or temporary committees in existence for a period exceeding six months. See RMC 2.28.125 for limitations on members of the personnel committee.

E. Residency Qualification. Except as provided herein, all board, commission and committee members shall reside within Richland city limits, both at the time of appointment and for the duration of the member's term. Youth members of the arts commission and the parks and recreation commission must reside within the boundaries of the Richland School District. Members of the lodging tax advisory committee and economic development committee must be corporate citizens of Richland. Three members of the Americans with disabilities citizens review committee may reside outside Richland city limits.

F. Term Limits. Except for the library board and personnel committee, all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee. See RCW 27.12.190 for library board terms and RMC 2.28.125 for personnel committee terms. With the exception of the library board of trustees, the council may waive this limitation for any member of any board, commission or committee by majority vote. All board, commission and committee members shall continue to serve until their successors are appointed by the council.

G. Removal.

1. A board, commission or committee may, by majority vote, recommend to the council that an appointed member be removed upon such grounds as may be deemed appropriate by the board, commission or committee. The council shall take action to approve or deny the recommendation.
2. The council may, on its own motion and by majority vote, remove any appointed member of a board, commission or committee upon such grounds as it may deem appropriate and declare the position vacant.
3. A commission or committee member shall be removed upon absences from three consecutive regular meetings or four regular meetings within a 12-month period. For purposes of this subsection, workshops are excluded from the definition of "regular meeting."

H. Vacancies.

1. Vacancies occurring other than by expiration of a term shall be filled for any unexpired term in the manner used for regular appointments. For purposes of determining the number of terms served by a member, service in excess of one year shall qualify as a full term.
2. If a member's residence status changes during his or her term such that the member no longer complies with the residency qualification, the member must immediately vacate his or her position on the board, commission or committee.
3. Vacancies shall be filled using the appointment procedure referenced in RMC 2.04.120.

I. Training. Each new board, commission and committee member shall take the state-required open government training within 90 days of appointment. Board, commission and committee members are required to repeat this training every four years. This training shall be coordinated and monitored for compliance by the city clerk's office.

J. Expenditures. Any approved expenses incurred by a board, commission or committee shall be paid from the affiliated department's annual budget.

K. Open Meetings – Executive Session. All meetings shall comply with Chapter 42.30 RCW, the Open Public Meetings Act.

L. Parliamentary Procedure. Boards, commissions and committees shall follow Robert's Rules of Order when conducting meetings and making decisions.

M. Quorum – Voting – Tie.

1. Quorum. Except for the lodging tax advisory committee, a majority of any members of a board, commission or committee present at a meeting shall constitute a quorum allowing for the transaction of business. Quorum for the lodging tax advisory committee shall be as provided in RMC 2.15.030(B).

2. In the event of a vacancy or vacancies, the majority of any of the remaining members shall constitute a quorum for the transaction of business; provided, however, that at least three members must be present to constitute a quorum of the planning commission, library board and the Americans with disabilities citizens review committee.

3. A majority vote of the quorum shall be sufficient to accomplish an action; provided, however, that board of adjustment, library board and code enforcement board action requires at least three affirmative votes of those present.

4. Members not present for a hearing held by the board, commission or committee shall not participate in the decision unless the member first reads and reviews the full record made at the hearing.

5. All members present participate in a vote, including youth members and the chair, unless a member has recused himself or herself due to a real or apparent conflict of interest or has been disqualified based on an appearance of fairness concern. In the case of a tie vote, the action fails. Members must be ~~physically~~ present at the meeting to participate in a vote.

N. Records. All boards, commissions, committees and ad hoc committees shall prepare, for each meeting, special meeting or workshop, an agenda and agenda packet for publication on the city's website. Meeting minutes shall be prepared for each meeting and, once approved, shall be published on the city's website. All agendas, agenda packets and meeting minutes shall be prepared pursuant to the procedures adopted by the city. Such records shall be maintained according to the state-mandated retention schedule and the city's established retention policies. All records shall be open to public inspection.

2.04.115 Ad hoc citizens committees.

An ad hoc citizens committee may be constituted upon the motion of the city council.

A. At the time of passing the motion establishing the committee, the following shall be made a part of the motion:

1. A written statement of purpose for the committee.

2. A written description of recommendations which the council expects from the committee.

3. The specific due date of material and recommendation back to the council.

4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.
6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will provide oral or written statements to nominated members of the ad hoc committee relating the purpose of the committee, a description and due date of recommendations back to the council and the anticipated date of completion of the committee assignment.
2. Ad hoc committee members shall normally be nominated by members of the city council. Appointment of ad hoc committee members shall be by majority vote of the city council.
3. The ad hoc committee shall appoint a chairperson, vice-chairperson and other officers as they see fit from the membership of the committee. Council may choose to assign a council liaison consistent with the process identified in RMC 2.04.125.
4. Repealed by Ord. 03-20.
5. City staff shall provide assistance to the committee as appropriate.
6. A quorum of the ad hoc committee must be present to conduct business. A quorum shall consist of the lowest number of members of the committee that exceeds one-half the stated number of members of the committee.
7. Unless otherwise directed by city council, formal minutes need not be kept except for formal motions.
8. Written reports issued by the ad hoc committee activities shall be approved by majority vote of the committee and signed or initialed by the ad hoc committee chairperson.

2.04.120 Procedure for filling vacancies on boards, commissions, and committees.

The procedure for filling vacancies on boards, commissions and committees shall be kept on file with the city clerk's office and made available for public inspection upon request and by posting on the city's website.

2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.

Biennially, generally at the first workshop after newly elected councilmembers take office, the council shall choose from among its members those who will serve as council liaisons

to the various boards, commissions, committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. The recommendations generated during the workshop will be presented by resolution to the full city council for approval. Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

B. Liaison Assignment to Non-City Organization – Nonparticipant. Councilmembers shall not be voting members of non-city organizations in these kinds of assignments. The councilmember's purpose is primarily to communicate council policy to the organization and to take back to the council recommendations and questions. The councilmember shall also gather information about the organization and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of organizations to which they are assigned.

C. Assignment to Non-City Organization – Board Member. Councilmembers may be voting members of non-city organizations in these kinds of assignments. However, councilmembers shall not participate as officers of the assignee organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate that information to the council when appropriate.

D. Assignment to Non-City Organization – Board Member/Officer. Councilmembers may be voting members and participate as officers of non-city organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and bring recommendations and questions back to the council; the councilmember shall also encourage implementation of city objectives. The councilmember shall also gather information about the organization and communicate to the council when appropriate.

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, submit a request for consideration during the council

assignments discussion. Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to RMC 1.01.040.

F. The category of each assignment signals the level of participation required of the councilmember as to each organization or board to which the councilmember is assigned. A roster reflecting the category of each assignment will be kept on file in the city clerk's office.

~~2.04.127 Deputy city manager for community and development services.~~

~~The deputy city manager for community and development services, under the direction of the city manager and subject to the provisions of the Charter and general laws, shall be responsible for the community and development services group, which is set forth in RMC 2.04.160, and other duties as assigned not inconsistent with position of deputy city manager for community and development services.~~

2.04.128 Assistant city manager.

An assistant city manager may be appointed by the city manager and shall have such duties as shall be assigned to him or her by the city manager. The office of assistant city manager may, at the direction of the city manager, be combined with the office of any city official described in the city code.

~~The assistant city manager, under the direction of the city manager, and subject to the provisions of the Charter and general laws, shall be responsible for Hanford communities, public information, administration of the city manager's office, task tracking system management, values implementation, council goals, special projects and/or assignments, state legislative services and other duties as assigned not inconsistent with the position of assistant city manager.~~

2.04.130 City clerk.

The city clerk, subject to the provisions of the Charter, general laws and ordinances, shall be responsible for the publication, filing, indexing and safekeeping of all the records of all the proceedings of the council; record and certify all ordinances and resolutions; serve as custodian of the city seal and official city records; prescribe and furnish sample forms for all petitions provided for by Charter and ordinances; serve as registrar of voters for the city, and keep and maintain all election records and have custody of all property in connection with elections and perform such other duties in relation to registration of voters and elections as required by Charter and general law; publish all legal notices unless otherwise provided by general law or ordinance; and perform other duties as may be required by the Charter, the general laws, ordinances, the city council, or the city manager. The city clerk shall attend all meetings of the council and keep a permanent journal of its proceedings.

2.04.140 City attorney.

The city attorney, subject to the provisions of the Charter and general laws, shall advise and assist in the preparation of, and prepare in final form and review for legal correctness, all ordinances, resolutions and regulations; prepare and review for legal correctness all contracts, bonds, franchises and other instruments to which the city is a party; attend all

regular and special council sessions unless excused ~~by the mayor~~; advise the council, the city manager, all department heads and other administrative officials and all boards, commissions and committees as to the legality of any proposed action; be responsible for all prosecutions for violations of ordinances, unless the manager, with the approval of the council, otherwise provides; represent the city in all legal proceedings in which the city is a party or has an interest, before any court or judicial, administrative or other tribunal, unless the manager, with the approval of the council, otherwise provides; settle or compromise, with the approval of the council, claims or suits at law or in equity to which the city may be a party; and preserve in the office of the city attorney copies of all legal opinions rendered.

~~2.04.150 Administrative services group.~~

~~The administrative services director shall be the lead for the administrative services group. The administrative services group shall be responsible for human resources and the administrative services department. The unit is generally responsible for administration of Chapter 2.28 RMC, Personnel Plan, and RMC Titles 3 (Finance) and 5 (Licensing and Taxation).~~

2.04.155 Administrative services department.

The administrative services department, under the direction of the administrative services director, shall be responsible for internal city services such as purchasing, warehousing, equipment maintenance, fleet management, human resources, licensing and taxation, ~~information systems~~, and all finance functions including financial and utility reporting, budget, and cash and investment management including debt financing.

2.04.160 ~~Community and d~~Development services department. ~~group.~~

The ~~deputy city manager for community and~~ development services department, ~~under the direction of the development services~~ director, ~~shall be the lead for the community and development services group.~~ The community and development services group shall be responsible for land use planning, development, permits, building inspections, redevelopment and neighborhood improvement, and library, business and economic development, ~~and the parks and recreation department.~~ The unit is responsible for administration of Chapter 2.12 RMC (Library Board) and RMC Titles 19 (Development Regulation Administration), 21 (Buildings and Construction), 22 (Environment), 23 (zoning), 24 (Plats and Subdivision), 26 (Shoreline Management), and 27 (Signs).

2.04.161 Parks & public facilities ~~and recreation~~ department.

The parks & public facilities ~~and recreation~~ department, under the direction of the parks & public facilities ~~and recreation~~ director, shall be responsible for construction and maintenance of certain city facilities, ~~the~~ implementation of recreation and enrichment programs for citizens of all ages, physical park planning, ~~coordination of services to the parks and recreation commission~~, maintenance of park areas and related facilities, library, municipal golf, and such other duties as may be assigned.

~~2.04.165 Utility and public works group.~~

~~There is created a working group which consists of the energy services department and the public works department under the direction of the city manager's designee and which shall report to the city manager, being responsible for the services provided by the energy services department and the public works department.~~

2.04.170 Public works department.

~~There is created a~~ The public works department, under the direction ~~administrative supervision~~ of the public works director, ~~which~~ shall be responsible for ~~civil and utility~~ engineering and, utility operations of water, sewer, stormwater, and solid waste, transportation planning, and road maintenance. ~~The department is responsible for general administration of RMC Titles 8 (Health and Sanitation), 12 (Streets and Sidewalks), 15 (Solid Waste), 16 (Stormwater), 17 (Sewers), and 18 (Water).~~

2.04.180 Energy services department.

The energy services department, under the direction of the energy services director, shall be responsible for the provision of energy services. ~~and the general administration of the RMC Title 14 (Electricity).~~

~~2.04.200 Public safety group.~~

~~There is created a working group which consists of police services department, Benton County emergency services department, and the fire and emergency services department, under the direction of the city manager's designee, and which designee shall coordinate the activities of the public safety group and report directly to the city manager, being responsible for the services provided by the police services department, Benton County emergency services department and the fire and emergency services department as set forth in this chapter.~~

2.04.205 Fire & and emergency services department.

The fire and emergency services department, under the direction ~~supervision~~ of the ~~a fire and emergency services director (fire chief)~~, shall be responsible for emergency medical services, fire prevention, fire operations and fire training. ~~The department is responsible for general administration of RMC Title 20 (fire).~~

2.04.210 Police ~~services~~ department.

The police ~~services~~ department, under the ~~supervision~~ direction of ~~a~~ the chief of police, ~~police services director (police chief)~~ shall be responsible for patrol, investigations, code enforcement and community relations. ~~The department is responsible for general administration of RMC Title 9 (Crime).~~

~~2.04.220 Benton County emergency services department.~~

~~The Benton County emergency services department, under the supervision of the police services director, shall be responsible for directing and administering emergency communications and emergency management services within the city and between and among the numerous jurisdictions utilizing the services of the Benton County emergency services department.~~

2.04.260 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 the ordinance codified herein or the validity of its application to other persons or circumstances.

2.04.270 Interpretation.

A. Conflicts. In any case where the change of department or position title causes a question or conflict in the responsibility or function to be administered, the city manager shall review the matter and clarify the assignment of responsibility among the departments and officials established by this chapter.

B. Salaries. In cases of reassignment of duties or establishment of positions, the city manager shall review the responsibilities and recommend appropriate salary ranges or adjustments as a part of the annual budget process. Where individuals are assigned temporary acting responsibilities significantly different from their present responsibilities, the city manager, within existing budgetary appropriations, may make interim compensation adjustments as allowed under the personnel rules.

C. Benefits. Notwithstanding the current ~~pay~~ compensation plan for unaffiliated employees, the city manager, within existing budgetary appropriations, is authorized to approve provision of benefits as provided herein to limited term employees when such employees are hired for the specific purpose of supporting a recognized project-based initiative. Access to medical, dental, vision, deferred compensation, paid time off/sick leave and all other benefits for a limited term employee shall be on the same terms and conditions as they are made available to unaffiliated city employees. The city manager shall determine when a city project qualifies as a recognized "project-based initiative" such that this section applies. Nothing herein shall be construed so as to require the city manager to approve provision of such benefits to any limited term employee. In the event of a conflict between this section and any other section in this title, this section shall prevail.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 35-20, Amending the 2020 Budget to Increase Appropriations in the General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund

Department:
Public Works

Ordinance/Resolution Number:
35-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 35-20, increasing the 2020 budget appropriation in the General, Stormwater, Wastewater and Industrial Development Funds.

Summary:

In early 2020, Council approved a FEMA Assistance to Firefighters Grant (AFG) application to replace aged radio equipment. Funds were not allocated for this purpose in the 2020 Budget because a grant award to cover the cost was anticipated. However, after the AFG application period closed, staff discovered that the City's grant request was not supported by FEMA's funding priorities.

The current radio equipment is end of life, and equipment failures are now presenting as unrepairable since the manufacturer no longer supports the platform. Because reliable radio equipment is mission critical, and no federal funding will be forthcoming, staff recommends a budget adjustment from the General Fund for radio equipment replacement.

In 2020, unanticipated issues affecting the Stormwater Fund included large tree management issues along the Keene Road drainage ditch east of Westcliffe Blvd. and the ditch between Van Giesen and McMurray Street, and an undermaintained infiltration pond at the intersection of Melissa Street and Bolleana Ave. To address these issues, large scale tree trimming, site clean-up and fencing are needed. These unanticipated expenses were not budgeted in the 2020 Stormwater Fund. Staff recommends adding \$136,000 in unappropriated fund balance to the current year budget to fund these expenses.

Additionally, an emergency generator is needed for the wastewater treatment plant until the City is able to complete the procurement process for a permanent replacement. Staff recommends a transfer from unappropriated fund balance in the Wastewater Fund to cover this expense.

Finally, on August 18, 2020, Council authorized a Repurchase Agreement for City View property from Energy Northwest for \$555,400. A budget adjustment is necessary to complete the transaction. The Industrial Development Fund will recoup the cost when the property is sold at a higher market rate in the future.

Fiscal Impact:

The following will be appropriated from undesignated fund balance in each respective fund:
\$178,352 in the General Fund; \$136,000 in the Stormwater Fund; \$120,000 in the Wastewater Fund; and \$560,000 in the Industrial Development Fund. All funds listed have sufficient unappropriated fund balances to absorb these budget adjustments.

Attachments:

I. Ordinance No. 35-20

ORDINANCE NO. 35-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations and declaring a public emergency in the City's General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund.

WHEREAS, on November 19, 2019, Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, on February 18, 2020, through Resolution No. 29-20, Richland City Council approved an application to FEMA for grant funding in 2021 through the Assistance to Firefighters Grant (AFG) program for emergency radio and communications equipment; and

WHEREAS, after the AFG application period, staff learned that radio and communication equipment does not meet FEMA's AFG funding priorities; and

WHEREAS, the ability to operate for another budget cycle with the current radio equipment is untenable; and

WHEREAS, no funds were appropriated in the General Fund for replacement of emergency communications equipment; and

WHEREAS, sufficient unappropriated funds are available in the General Fund to support the required budget adjustment; and

WHEREAS, in the Stormwater Fund, unanticipated vegetation management issues emerged this year along Keene Road east of Westcliffe Boulevard, along the drainage ditch between Van Giesen Street and McMurray Street, and at an infiltration pond at the intersection of Melissa Street and Bolleana Avenue; and

WHEREAS, to address these issues, large scale tree trimming, site clean-up, and fencing are needed; and

WHEREAS, no funds were appropriated in the Stormwater Fund for large scale vegetation management; and

WHEREAS, sufficient unappropriated funds are available in the Stormwater Fund to support the required budget increase; and

WHEREAS, in the Wastewater Fund, the emergency generator required to support operations during electric supply outages failed in December of 2019; and

WHEREAS, state regulations applied to the Wastewater Treatment Plant require that emergency generation be available to support a minimum level of wastewater treatment; and

WHEREAS, the only means available to comply with the regulatory requirement is to use a rental generator until a permanent replacement generator is procured and installed; and

WHEREAS, replacement of the generator is a time-consuming process involving an engineering phase and long procurement period;

WHEREAS, no funds were appropriated in the Wastewater Fund for emergency generator rental; and

WHEREAS, sufficient unappropriated funds are available in the Wastewater Fund to support the required budget increase; and

WHEREAS, in the Industrial Development Fund, on August 18, 2020, Richland City Council approved Resolution No. 45-20 authorizing the repurchase of property from Energy Northwest; and

WHEREAS, no funds were appropriated in the Industrial Development Fund for the repurchase transaction; and

WHEREAS, sufficient unappropriated funds are available in the Industrial Development Fund to support the required budget adjustment; and

WHEREAS, on October 6, 2020, a public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balance in the Stormwater Fund and the Industrial Development Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this Ordinance were not anticipated when the 2020 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, Richland City Council declares that a public emergency exists in the General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund.

Section 3. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the General Fund, Stormwater Fund, Wastewater Fund, and Industrial Development Fund from unappropriated fund balance as follows:

General Fund

Current Appropriation: \$ 63,290,514
Increase in Appropriation: \$ 178,352
Amended Appropriation: \$ 63,468,866

Stormwater Fund

Current Appropriation: \$ 5,069,224
Increase in Appropriation: \$ 136,000
Amended Appropriation: \$ 5,205,224

Wastewater Fund

Current Appropriation: \$ 16,613,528
Increase in Appropriation: \$ 120,000
Amended Appropriation: \$ 16,733,528

Industrial Development Fund

Current Appropriation: \$ 5,411,935
Increase in Appropriation: \$ 560,400
Amended Appropriation: \$ 5,972,335

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 37-20, Amending Richland Municipal Code Section 18.16.080 related to the Restricted Use of Water for Irrigation Purposes

Department:
Public Works

Ordinance/Resolution Number:
37-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 37-20, amending Richland Municipal Code Section 18.16.080 related to the restricted use of water for irrigation purposes.

Summary:

Richland Municipal Code Section 18.16.080 directs the use of water resources in the most efficient manner available. Where untreated irrigation water is available to properties, the municipal code restricts the use of treated water to indoor uses and nominal outdoor use. This section of the municipal code was first created in the 1970s to guide the extension of land development and city water service in the area of the City south of the Yakima River. The required leveraging of untreated irrigation water service from several irrigation districts has enabled the City to extend the capacity available in its treated water resources for the past fifty years, and for several decades into the future.

This section of the municipal code uses a map to designate areas where limits are placed on the use of treated City-provided water. The original map did not comprehensively plan for all available developable property. As infill development has occurred, the service areas of the irrigation districts have adjusted, and the City has dedicated several of its water sources to untreated irrigation service. In the 1980s and 1990s, the City established untreated irrigation service capability to some properties north of the Yakima River, namely the Horn Rapids area and the Columbia Point area.

Earlier this year, a preliminary plat application was reviewed with respect to RMC 18.16.080. The City's Hearing Examiner noted difficulty in clearly applying the outdated map and language in the code.

Ordinance No. 37-20 resolves the lack of clarity noted by the Hearing Examiner and updates the reference map to reflect the availability of untreated irrigation water sources at the present time. This updated municipal code provision will preserve the City's long-standing practice of applying the most efficient use of water resources to developed property, and will allow clear application of the code in the future.

Staff recommends approval of Ordinance No. 37-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 37-20

ORDINANCE NO. 37-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 18.16.080 related to restrictions in the use of treated potable water for landscape irrigation.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate ambiguity and align with current practices; and

WHEREAS, the City's Water Utility is the provider of treated potable water to properties within Richland city limits and to some properties outside the city limits, but within the City's urban growth boundary; and

WHEREAS, the City's best interests are served by applying water resources and treatment technology in the most cost-effective manner; and

WHEREAS, where untreated non-potable water supplies are available for landscape irrigation, it is most cost-effective to fully leverage these resources rather than apply potable water treatment resources to landscape irrigation use; and

WHEREAS, RMC 18.16.080, codified in 1979, restricts the use of treated potable water for landscape irrigation purposes for large portions of the City south of the Yakima River; and

WHEREAS, the limitations codified in RMC 18.16.080 allowed the City to construct and operate potable water distribution facilities for portions of the City south of the Yakima River at lower cost and capacity than would be needed to supply all landscape irrigation water with potable water resources; and

WHEREAS, the City also developed untreated landscape irrigation supply systems at Columbia Point, Horn Rapids, and at a small area near Hanford Street; and

WHEREAS, both the text and the map found in RMC 18.16.080 are outdated; and

WHEREAS, amendment is necessary to ensure clear and accurate regulations that identify the most cost-effective water resources needed to support orderly development as identified in the City of Richland's Comprehensive Land Use Plan.

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

Section 1. Richland Municipal Code Section 18.16.080, entitled Use for irrigation purposes restricted, as first enacted by Ordinance No. 96-79, and last amended by Ordinance No. 06-10, is hereby amended to read as follows:

18.16.080 Use for irrigation purposes restricted – Penalties.

The furnishing of potable water service to single family residential properties ~~users~~ in the area indicated as Lands with Restricted Potable Water Use for Residential Landscape Irrigation on ~~the map titled~~ **Exhibit A** attached to the ordinance codified in this section is for indoor sanitary domestic, culinary and limited outdoor irrigation use only. ~~and it~~ is unlawful for the owner or occupant of any premises supplied with city potable water service ~~in~~ outside these areas of Richland ~~south of the Yakima River~~ to use potable ~~any~~ water supplied by the city ~~in~~ for any automatic water sprinkling or irrigation system. ~~and it is further unlawful in such area for any person to make any connection to the water service line between the water meter and the residence served.~~

~~Single-family residential lots containing less than 1,000 square feet of pervious area, and located on ground sloped at greater than six percent, or property zoned for commercial uses, are exempted from the above paragraph.~~

The city may refuse to supply potable water and may disconnect the potable water service to any premises upon which a connection is made or water is used in violation of this section, and in addition to any penalty imposed under RMC 18.32.040, any person in violation of this section shall be liable for the cost and expense of such disconnection, which shall be recovered by the city in any action brought for such violation.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020

EXHIBIT A - 18.16.080

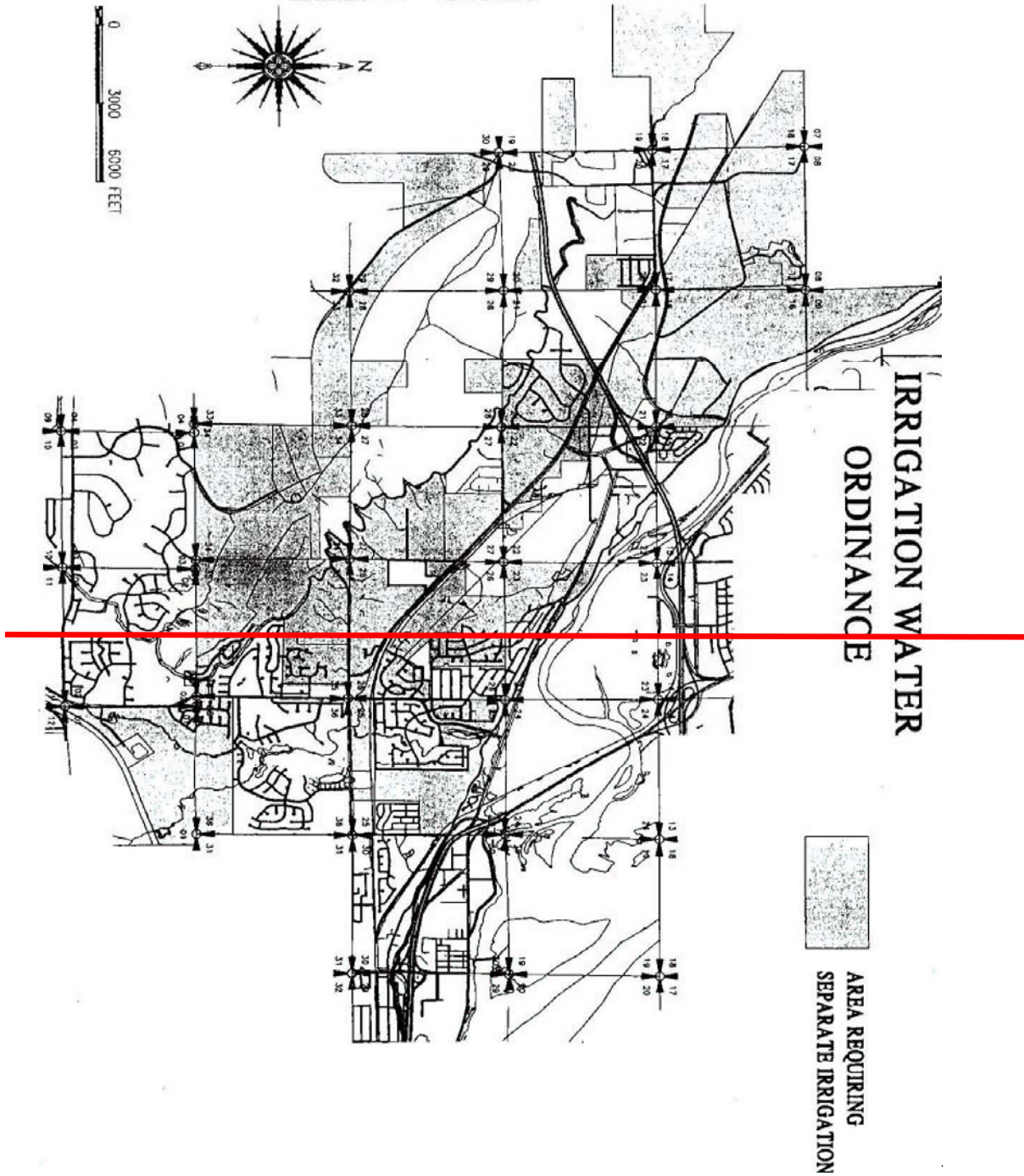
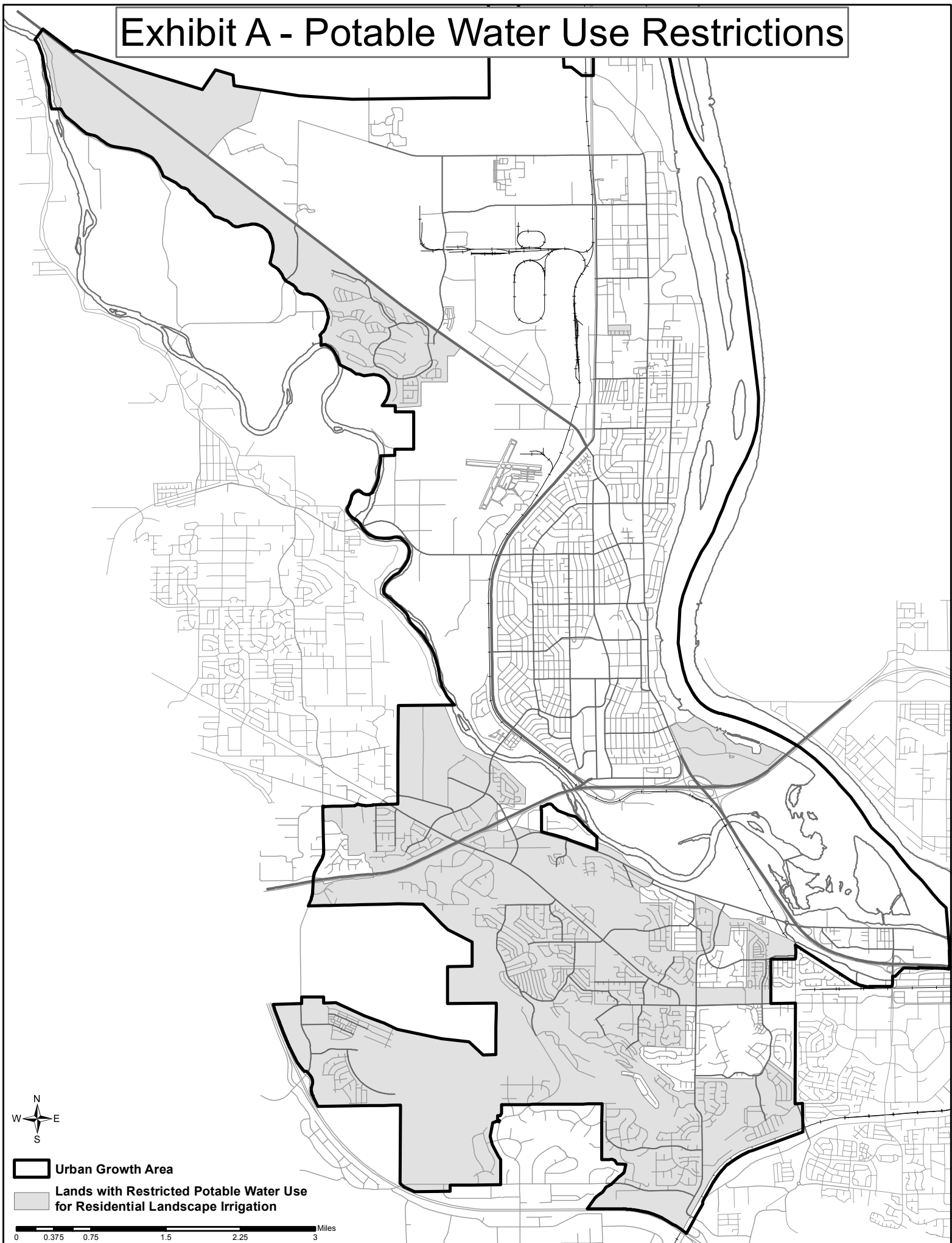


Exhibit A - Potable Water Use Restrictions





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 38-20, Approving the 2021 Ad Valorem Tax and Property Tax Levies

Department:

Administrative Services

Ordinance/Resolution Number:

38-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 38-20, approving the 2021 ad valorem tax and property tax levies.

Summary:

City Council sets the property tax levy during the annual budget process. Ordinance No. 38-20 establishes the estimated dollar amount of the regular levy, the refund levy, and the voted library construction bond levy. They also authorize the levies to be certified to the Benton County Board of Commissioners and the Benton County Assessor.

The amounts in the ordinance are based on preliminary numbers received from the Benton County Assessor. Amounts certified to Benton County limit the final calculated levy, so care must be taken to avoid locking in a levy amount that is too low before the values for all add-ons are known. Attached is an analysis of three options for the levy: a 1% increase, a 0% increase, and the maximum lawful levy.

For 2021, Ordinance No. 38-20 includes an increase in the regular levy by 1%. This increase is in addition to increases arising from new construction value, annexations, refunds, and increases in state-assessed property ("add-ons").

Staff recommends approval of Ordinance No. 38-20, for second reading and passage.

Fiscal Impact:

At this time, the state-assessed property values and new construction values are still preliminary. As such, the estimated 2021 levy is still subject to change. However, any changes at this point should be relatively minor.

Attachments:

1. Ordinance No. 38-20
2. 2021 Ad Valorem Tax Options - 2nd Prelim Values

ORDINANCE NO. 38-20

AN ORDINANCE of the City of Richland relating to the
ad valorem property tax levied for the calendar year 2021.

WHEREAS, pursuant to RCW 84.55.120, the City of Richland has duly noticed the public hearing held on October 20, 2020 to consider the City of Richland's revenue sources for the City's following year current expense budget; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, any refunds, improvements to property, and any increase in the value of State-assessed property in order to discharge, in its best interests, the expected expenses and obligations of the City of Richland.

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

Section 1. In accordance with RCW 84.52.020, the City Clerk is hereby directed to certify to the Benton County Board of Commissioners and the Benton County Assessor that the Richland City Council requests the following levy amounts be collected in 2021 as provided in the City's budget, which was adopted after the October 20, 2020 public hearing:

Regular Levy:

General Fund and

RAISE Area Debt Service Fund \$18,700,000 (Preliminary Estimate)

Library Debt Service Fund \$ 1,515,975

TOTAL \$20,215,975 (Estimated)

Section 2. The taxes shall be collected and paid to the City Treasurer at the same time and in the same manner as provided by the laws of the State of Washington relating to collection of taxes in the cities of the first class.

Section 3. This Ordinance shall become effective on the day following the date of its publication in the official newspaper of the City of Richland.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020

CITY OF RICHLAND
2021 AD VALOREM PROPERTY TAX OPTIONS - PRELIMINARY
FOR REGULAR LEVY AND SPECIAL LEVIES

		City Manager's Budget		Option 2	Option 3
		Option 1		No Increase	Current Max
		1% Increase		Current Tax + 0%	
		Current Tax + 1%		Current Tax + 0%	
		(+ New Const \$638,386)		(+ New Const \$638,386)	\$19,223,350 +0.602%
		(+ Annexations \$0)		(+ Annexations \$0)	(+ New Const \$638,386)
		(+ Admin. Refund \$116,849)		(+ Admin. Refund \$116,849)	(+ Annexations \$0)
Home Value	2020 Current Tax Dollars & Rate				(+ Admin. Refund \$116,849)
\$300,000	\$747	\$734	\$727	\$785	
\$250,000	\$622	\$612	\$606	\$654	
\$200,000	\$498	\$489	\$485	\$524	
\$150,000	\$373	\$367	\$364	\$393	
\$100,000	\$249	\$244	\$242	\$261	
\$85,000	\$212	\$208	\$206	\$223	
Regular Levy:					
Tax Dollars	\$17,748,204 *	\$18,680,922	\$18,503,440	\$20,094,310	
Levy Rate	\$2.3013	\$2.2622	\$2.2407	\$2.4334	
Regular Levy Assessed Valuation	\$7,712,338,099	\$8,257,751,180	\$8,257,751,180	\$8,257,751,180	
Special Levy:					
Tax Dollars - Library	\$1,453,975 *	\$1,515,975	\$1,515,975	\$1,515,975	
Levy Rate	\$0.1893	\$0.1843	\$0.1843	\$0.1843	
Special Levy Assessed Valuation	\$7,682,242,539	\$8,227,655,620	\$8,227,655,620	\$8,227,655,620	
Grand Total All Levies					
Tax Dollars	\$19,202,179	\$20,196,897	\$20,019,415	\$21,610,285	
Levy Rate	\$2.4905	\$2.4465	\$2.4250	\$2.6177	
Regular Levy Tax \$ Differential (Option vs. Recommended):		\$0	-\$177,482	\$1,413,389	

(*) Final levy. Amount levied by ordinance may differ due to appeals and cancellations. Original levy limit calculation is modified after appeals are processed by the County. All 2021 rates are based on estimated valuations and are subject to change.

New Construction = \$247,057,650 x 2.301274/1000 =

638,386 Preliminary Estimate

Annexations = None in 2020

- None in 2020

Increase in State Assessed Property = \$0 x 2.301274/1000 =

- Info Pending

Administrative Refund Levy

116,850 Preliminary Estimate

Current MAX depicts the maximum allowable levy, including banked levy from previous years and can be found on the property tax calculation sheet that comes from Benton County



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 39-20, Determining Substantial Need in Setting the Limit Factor for the 2021 Tax Levy

Department:

Administrative Services

Ordinance/Resolution Number:

39-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 39-20, determining substantial need in setting the limit factor for the 2021 tax levy.

Summary:

On October 6, 2020, Richland City Council met and considered the proposed 2021 budget. Council determined that in order to meet the ongoing and future operations and maintenance needs of the City, there is a need to increase the regular property tax limit factor above the rate of inflation.

As background, the limit factor for increasing the 2021 tax levy over the prior year for a taxing jurisdiction such as Richland is the lesser of 101% or 100% plus the rate of inflation, as measured by the Implicit Price Deflator (IPD). The IPD to be used by Washington taxing jurisdictions for 2021 was measured at 0.602%. Ordinance No. 39-20 declares that Richland has a need to utilize the 1% increase rather than being limited to the .602% increase.

Staff recommends approval of Ordinance No. 39-20 for second reading and passage.

The limit factor shall be established at one hundred one percent (101%) for the tax year 2021.

Fiscal Impact:

Attachments:

- I. Ordinance No. 39-20

ORDINANCE NO. 39-20

AN ORDINANCE of the City of Richland relating to a determination of substantial need in setting the limit factor for the 2021 tax levy.

WHEREAS, the Richland City Council has met and considered its budget for the calendar year 2021; and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population over 10,000 for increasing the 2021 tax levy over the prior year is the lesser of 101% or 100% plus the rate of inflation as measured by the Implicit Price Deflator (IPD); and

WHEREAS, the IPD to be used by Washington taxing jurisdictions for 2021 is measured at 0.602%; and

WHEREAS, the population of the City of Richland is more than 10,000; and

WHEREAS, the Richland City Council has determined that, in order to meet the ongoing and future operational and maintenance needs of the City, the City Council finds that there is a need to increase the regular property tax limit factor above the rate of inflation.

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

Section 1. The limit factor for the tax year 2021 shall be one hundred one percent (101%).

Section 2. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Benton County Board of Commissioners and the Benton County Assessor.

Section 3. This Ordinance shall become effective on the day following the date of its publication in the official newspaper of the City of Richland.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 40-20, Approving a Change to the 2021 Ad Valorem Tax over the Prior Year

Department:

Administrative Services

Ordinance/Resolution Number:

40-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 40-20, approving the 2021 ad valorem tax increase over the prior year.

Summary:

City Council sets the property tax levy during the annual budget process. For 2021, it is proposed that the City approve an increase to the regular levy of 1%. The 1% increase is prior to changes arising from new construction value, annexations, refunds, and increases in state-assessed property ("add-ons").

Ordinance No. 40-20 authorizes, as required by statute, the increase of the regular levy over the prior year in terms of dollar amount and percentage. Upon approval, the City Clerk is directed to certify the increase to the Benton County Board of Commissioners and the Benton County Assessor by providing a certified copy of the ordinance.

Staff recommends approval of Ordinance No. 40-20 for second reading and passage.

Fiscal Impact:

Approval of Ordinance No. 40-20 will increase the base regular levy for 2021 by \$177,482 before new construction, annexations, refunds and increases in state-assessed property.

Attachments:

I. Ordinance No. 40-20

ORDINANCE NO. 40-20

AN ORDINANCE of the City of Richland relating to the increase in the calendar year 2021 ad valorem property tax levy over the amount levied in the previous year.

WHEREAS, the Richland City Council has met and considered its budget for the calendar year 2021; and

WHEREAS, the Richland City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Richland requires an increase in property tax revenue from the previous year, in addition to increases resulting from the addition of new construction, annexation, refunds and improvements to property and any increase in the value of State-assessed property, in order to discharge the expected expenses and obligations of the City of Richland and in its best interest; and

WHEREAS, the City of Richland's actual regular levy amount from the previous year was \$17,748,204; and

WHEREAS, the population of the City of Richland is more than 10,000.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2021 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be one hundred seventy-seven thousand, four hundred eighty-two dollars (\$177,482) which is a percentage increase of one percent (1%) from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of State-assessed property, any annexations that have occurred and refunds made.

Section 2. The City Clerk is hereby directed to provide a certified copy of this Ordinance to the Benton County Board of Commissioners and the Benton County Assessor.

Section 3. This Ordinance shall become effective on the day following the date of its publication in the official newspaper of the City of Richland.

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 41-20, Amending Richland Municipal Code Section 9.26.020 related to Discharging Firearms

Department:
City Attorney

Ordinance/Resolution Number:
41-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 41-20, amending Richland Municipal Code Section 9.26.020 related to discharging weapons within the city limits.

Summary:

The Port of Benton has asked the City of Richland to amend the Richland Municipal Code to remove a legislative barrier that currently prohibits trained Richland Airport personnel from performing wildlife hazard mitigation by various methods, including the discharge of firearms. The Richland Municipal Code currently prohibits the discharging of firearms within the city limits with exceptions such as police officers and landfill personnel.

The Port of Benton advises that current wildlife mitigation is accomplished by contract with the U.S. Department of Agriculture (USDA). USDA may perform mitigation on a weekly or even daily basis depending on the time of year. Both lethal and non-lethal measures are used. Shotguns and air rifles have been used in the past, along with other less intense methods. The Port of Benton prefers to provide mitigation in-house by trained airport personnel, which would represent a significant cost savings. If allowed, mitigation services by the Port would include measures such as live traps, pyrotechnics, lasers, shotguns, air rifles, and .22 caliber rifles. Lethal methods of mitigation take place only as a last option.

Richland Police Department administration has been consulted on the proposed change.

Staff recommend approval of Ordinance No. 41-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 41-20

ORDINANCE NO. 41-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 9.26.020 related to discharging firearms.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to bring the code into alignment with applicable state law, to eliminate or clarify ambiguity, or to align with current practices; and

WHEREAS, the Port of Benton desires to engage in wildlife mitigation efforts at the Richland Airport, including the discharge of small caliber firearms, as necessary to mitigate hazards posed by wildlife to aircraft safety; and

WHEREAS, amendment to the Richland Municipal Code is necessary to add the Richland Airport as a location where firearms may be discharged by designated airport personnel for the limited purposes of air traffic or aircraft safety.

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

Section 1. Richland Municipal Code Section 9.26.020, entitled Discharging firearms, as first enacted by Ordinance No. 99-76, and last amended by Ordinance No. 22-16, is hereby amended as follows:

9.26.020 Discharging firearms.

It is unlawful for any person willfully and without lawful authority to fire, set off, or discharge any bomb, gun, pistol or firearm of any kind in the city. Any person violating any provision of this section shall be guilty of a gross misdemeanor, except that this section shall not apply to:

- A. Police officers while in the discharge of their lawful duties;
- B. Persons practicing target shooting in a duly licensed shooting gallery or at a target range maintained and operated by a law enforcement agency or by an organized rifle or gun club affiliated with a national shooting organization;
- C. Persons firing, setting off or discharging shotguns in areas within the city limits designated by the city council by resolution as areas in which hunting with shotguns is permitted and at times during which hunting is legally permitted; or
- D. Designated city staff performing authorized bird management activities with approved firearms at the Horn Rapids Sanitary Landfill.

[E. Designated Richland Airport personnel engaged in authorized wildlife management for purposes of air traffic or aircraft safety in accordance with U.S. Fish and Wildlife \(USFW\) and Federal Aviation Administration \(FAA\) authorizations.](#)

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 42-20, Amending Chapter 12.16 of the Richland Municipal Code related to Cleaning and Maintenance of Sidewalks and Property within the Public Rights-of-Way

Department:
City Attorney

Ordinance/Resolution Number:
42-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 42-20, amending Chapter 12.16 of the Richland Municipal Code to codify a sidewalk repair rebate program.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to bring it into alignment with current practices.

For many years, the City has offered a rebate program intended to incentivize owners of single family residences to proactively remove and replace sidewalk to correct unsafe conditions. The program allows a qualified applicant to receive up to 25% of the approved expenses, including construction expenses and permit fees.

At this time, the City's best interests are served by codifying the program to give it visibility, and to establish the City's authority to expend budget funds in this manner.

Staff recommends approval of Ordinance No. 42-20 for second reading and passage.

Fiscal Impact:

There is no fiscal impact associated with approving Ordinance No. 42-20. Adequate funding in the Streets budget is a prerequisite for rebate eligibility, and codifying the rebate program does not create any substantive legal right.

Attachments:

- I. Ordinance No. 42-20

ORDINANCE NO. 42-20

AN ORDINANCE of the City of Richland amending Chapter 12.16 of the Richland Municipal Code related to cleaning and maintenance of sidewalks and property within the public rights-of-way.

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

WHEREAS, for many years, the City has offered a rebate program intended to incentivize owners of single family residences to proactively remove and replace sidewalk to correct unsafe conditions; and

WHEREAS, the City's best interests are served by codifying the program to give it visibility, and to establish the City's authority to expend budget funds in this manner.

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

Section 1. Chapter 12.16 of the Richland Municipal Code, entitled Cleaning and Maintenance of Sidewalks and Property within Public Rights-of-Way, as first enacted by Ordinance No. 157, and last amended by Ordinance No. 13-14, is amended to add a new section as follows:

Chapter 12.16 CLEANING AND MAINTENANCE OF SIDEWALKS AND PROPERTY WITHIN PUBLIC RIGHTS-OF-WAY

Sections:

12.16.010 Keeping sidewalks and rights-of-way clean and maintained.

12.16.015 Sidewalk Rebate Program.

12.16.020 Snow and ice removal.

12.16.030 Violations – Penalties.

12.16.010 Keeping sidewalks and rights-of-way clean and maintained.

It shall be the duty of every person or entity having charge or control of any premises within the city to keep the public sidewalks or sidewalks along such property in the street or streets adjacent thereto cleaned and maintained in a reasonable and safe condition. Maintenance of the sidewalk shall include correction of any unsafe condition that impairs the use of the sidewalks by pedestrians, up to and including removal and replacement of the sidewalk. It shall also be the duty of every person or entity having charge or control of property in the city to maintain the planting strip or public right-of-way fronting or adjoining their property, including alleys. No person or entity having charge or control of any property in the city may allow a public sidewalk, planting strip, or public right-of-way fronting or adjoining their property to fall into disrepair or become weed-infested, dangerous, or noncompliant with city nuisance code. The area of responsibility shall be

between the existing curb lines, edge of maintained asphalt pavement, or edge of city-maintained gravel shoulder, whichever is applicable, and a given property line. Exception shall exist only where a city-maintained and irrigated landscape strip exists, or where an agreement between the city and the property owner indicates the maintenance of the property frontage is the responsibility of the city. For purposes of this section, "planting strip" shall be defined as provided in RMC 22.14.020.

12.16.015 Sidewalk rebate program.

A. Persons or entities having charge or control over single family residential properties completing removal and replacement of sidewalks to correct an unsafe condition may qualify for a partial rebate of up to 25% of the cost of the work. To qualify, the following criteria must be met:

1. Adequate funding must be available in the City's Streets Fund budget;
 2. The unsafe condition must be confirmed by the Public Works Director or designee;
 3. The applicant must obtain a right-of-way construction permit in accordance with Chapter 12.08 RMC;
 4. The scope of removal and replacement must be limited to the work necessary to correct the unsafe condition, as determined by the Public Works Director or designee;
 5. The applicant must complete the work in compliance with the permit requirements, including all inspections;
 6. The applicant must submit adequate documentation of actual expenses to complete the work, which expenses must be reasonable as determined by the Public Works Director or designee;
- B. The rebate is limited to 25% of the expenses approved by the Public Works Director, including construction expenses and permit fees.
- C. The sidewalk rebate program does not create a substantive right, and the Public Works Director's decision to deny all or a portion of the rebate is not subject to appeal.

12.16.020 Snow and ice removal.

It shall be the duty of every person or entity having charge or control of any premises located within the city to remove or cause to be removed from the public sidewalk or sidewalks along said property in the street or streets adjacent thereto all snow or ice which has been deposited or formed thereon within a reasonable time after the snow or ice have been deposited or formed.

12.16.030 Violations – Penalties.

Any person or entity in violation of any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

Each day's violation of any provision of this chapter shall constitute a separate offense and shall subject the offender to the above penalties for each offense.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 43-20, Amending Richland Municipal Code Section 7.03.010 related to the Definition of Potentially Dangerous Animal

Department:

City Attorney

Ordinance/Resolution Number:

43-20

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 43-20, amending Richland Municipal Code Section 7.03.010 related to the definition of potentially dangerous animal.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguities.

The cities of Richland, Pasco and Kennewick contract with a third party for the provision of animal control services. Chapter 7.02 RMC is the City of Richland's animal control code. The RMC gives the third-party animal control authority the power to impound animals and declare them as dangerous or potentially dangerous under certain circumstances.

The Richland City Prosecutor has identified a deficiency in the existing definition of "potentially dangerous animal" provided in RMC 7.03.010. As currently defined, the code would allow an animal to, without provocation, chase or approach a person in a menacing manner or apparent attitude of attack on the private property of another without being subject to being declared a potentially dangerous animal. As written, the same behavior on public property would warrant declaring the animal as potentially dangerous, but no protections are afforded for the same conduct on the private property of another.

Edits are proposed in Ordinance No. 43-20 to remedy this deficiency.

Staff recommends approval of Ordinance No. 43-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 43-20

ORDINANCE NO. 43-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 7.03.010 related to the definition of potentially dangerous animal.

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

WHEREAS, the Richland City Prosecutor has identified a deficiency in the definition of “potentially dangerous animal” under the City’s Animal Control code; and

WHEREAS, amendment is necessary to correct the deficiency.

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

Section 1. Richland Municipal Code Section 7.03.010, entitled Definition of terms, as first enacted by Ordinance No. 32-98, and last amended by Ordinance No. 24-19, is hereby amended to read as follows:

7.03.010 Definition of terms

As used in this chapter, unless the context indicates otherwise:

“Abandon” means the knowing or reckless desertion of an animal by its owner or the causing of the animal to be deserted by its owner, in any place, without making provisions for the animal’s adequate care. An animal left without adequate care for three or more days shall be prima facie evidence that the animal has been abandoned.

“Animal” includes but is not limited to dogs and cats.

“Animal control authority” refers to the joint power authority formed by interlocal agreement of the cities of Richland, Pasco and Kennewick to implement and provide animal control and sheltering services within the respective cities.

“Animal control officer” or “chief animal control officer” refers to that person employed by or under contract to the city to enforce the provisions of this title.

At Heel. A dog shall be deemed to be “at heel” during such times as the dog is positioned and controlled in such a manner so as to remain within a distance of two feet from its owner or other competent person having charge of such dog.

“At large” means off the premises of the owner or upon the public streets, alleys, public grounds, school grounds or parks within the city. A dog shall not be deemed at large if:

1. It is attached to a leash or chain of sufficient strength to restrain the dog and not more than eight feet in length, when said leash or chain is held by a person

competent to restrain and control the dog off the owner's premises;

2. It is properly restrained within a motor vehicle or housed in a veterinary hospital;

3. It is accompanied by and at heel beside the owner or a competent responsible person;

4. The dog or dogs are left unattended on the owner's premises, and it or they shall be so confined, tied or restrained as to be unable to range beyond the owner's premises.

"Cat" means and includes female, spayed female, male and neutered male cats.

"Commercial kennel" means any lot, premises, building or structure where six or more dogs, cats, and/or household pets over the age of six months of age are kept.

"Competent person" means any person who, by reason of age and physical ability, and training, is capable of maintaining control of an animal to the extent required by this chapter.

"Dangerous animal" means any animal that:

1. Has inflicted severe injury on a human being without provocation; or

2. Has killed a domestic or livestock animal without provocation; or

3. Has been previously found to be potentially dangerous, the owner having received notice of such, and the animal again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

"Dog" means and includes female, spayed female, male and neutered male dogs.

"Domestic animal" means a tame animal in the house or home, or on the property, living with or used by people for companionship, work and/or a food source.

"Health officer" includes any person designated as such by the Benton-Franklin district health office, or any other person designated as such by the city council.

"Household pets" means any dogs, cats, rabbits, chickens (except for roosters), ducks, geese, pigeons, or other similar domestic animals over the age of six months.

"Livestock" includes, but is not limited to, horses, mules, ponies, cattle, sheep, pigs, hogs, goats, llamas, fowl, oxen or other hoofed animals kept or raised on a farm, ranch or other spread of land which are raised for home use, profit or hobby.

“Owner” means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having control or custody of an animal for three consecutive days or more. An animal is deemed to be harbored if it is fed or sheltered for three consecutive days or more and knowingly permitted to remain on the premises occupied by that person. If the owner of the animal is a juvenile, a parent or other custodian of such juvenile shall, for the purposes of this chapter, be treated as the owner of the animal.

“Person” includes any person, partnership, corporation, trust or association of persons.

“Potentially dangerous animal” means any animal that, without provocation, inflicts injury on a human or a domestic animal or livestock either on public or private property, other than ~~that of~~ the owner’s property ~~owner~~; or chases or approaches a person upon the streets, sidewalks, or any public grounds or private property, other than the owner’s property, in a menacing fashion or apparent attitude of attack, or any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury, or otherwise to threaten the safety of humans or domestic animals.

“Poundmaster” means the chief officer appointed by the animal control authority for the enforcement of animal control laws and regulations. The poundmaster may include or employ animal control officer(s) and/or a chief animal control officer.

“Proper enclosure” means, while on the owner’s property, a dangerous, or potentially dangerous, animal shall be securely confined indoors or in an outside securely enclosed and locked pen or structure, resistant to tunneling, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides not less than five feet high and a secure top, and shall provide protection from the elements for the animal. The requirement for a secure top on the enclosure may be waived by the poundmaster upon showing that it is unnecessary.

This definition shall not apply to guard dogs or watch dogs utilized to secure premises enclosed by a fence or wall not less than five feet high and resistant to tunneling, located within an industrial or commercial zone.

“Severe injury” means any physical injury that results in death, broken bones or disfiguring lacerations requiring one or more sutures or cosmetic surgery.

“Show dog or cat” means any dog or cat that meets the requirements as set forth on a form provided by the Richland finance department as a certified/registered show dog or cat.

“Veterinary hospital” means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of diseases and injuries of animals.

“Welfare check” means tending to the well-being of an animal.

Whenever a power is granted to, or a duty is imposed upon, the poundmaster or chief animal control officer or other public officer, the power may be exercised or the duty performed by an agent of the officer or by any person duly authorized unless this chapter expressly provides otherwise.

All other words or phrases used in this chapter will have their commonly accepted meanings.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 44-20, Amending Richland Municipal Code Section 9.06.075 related to Second Degree Criminal Trespass

Department:
City Attorney

Ordinance/Resolution Number:
44-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 44-20, amending Richland Municipal Code Section 9.06.075 related to second degree criminal trespass.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to eliminate ambiguities or remedy deficiencies.

The City Prosecutor has identified a deficiency in the City's ordinance related to second degree criminal trespass in that it fails to define "premises."

Ordinance No. 44-20 proposes to remedy the deficiency by defining "premises" as "any real property (fenced or unfenced), vehicle, railway car, cargo container, or other similar structure." This definition will eliminate ambiguity between second degree criminal trespass and first degree criminal trespass, which provides that it is unlawful for any person to knowingly enter or remain, unlawfully, in a building of another.

This definition is consistent with the Washington State Supreme Court's ruling in *State v. Joseph*, 189 Wn.2d 645 (2017).

Staff recommends approval of Ordinance No. 44-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 44-20

ORDINANCE NO. 44-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 9.06.075 related to second degree criminal trespass.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with state law or eliminate ambiguity; and

WHEREAS, the Richland City Prosecutor has identified a deficiency in RMC Section 9.06.075 in its failure to define the term “premises”; and

WHEREAS, amendment is necessary to remedy the deficiency.

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

Section 1. Richland Municipal Code Section 9.06.075, entitled Trespass – Second degree, as first enacted by Ordinance No. 20-11, and last amended by Ordinance No. 02-13, is hereby amended to read as follows:

9.06.075 Trespass – Second degree.

It is unlawful for any person to knowingly enter or remain, unlawfully, upon the premises of another. For the purpose of this section, a person “enters or remains, unlawfully,” in or upon the premises of another when he is not then licensed, invited, or otherwise privileged to so enter or remain. “Premises” includes any real property (fenced or unfenced), vehicle, railway car, cargo container, or other similar structure.

Trespass in the second degree shall be a misdemeanor.

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

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

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 45-20, Amending Richland Municipal Code Section 5.36.010 related to Special Lodging Assessments

Department:
City Manager

Ordinance/Resolution Number:
45-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 45-20, amending Richland Municipal Code Section 5.36.010 related to special lodging assessments.

Summary:

On June 1, 2004, the cities of Kennewick, Pasco and Richland entered into an Interlocal Agreement for Establishment of a Tri-City Regional Tourism Promotion Area (TPA). The interlocal agreement established a Special Lodging Assessment (SLA) for all Class A lodging businesses of \$1.50 per night stay. On October 15, 2013, Richland City Council adopted Ordinance No. 29-13, increasing the SLA to \$2.00 per night stay.

The combined revenues from the SLA are used by Visit Tri-Cities to conduct specified promotional activities on behalf of the entire region. Changes to the Tri-City Regional SLA rate must be initiated by recommendation of the Tri-City Regional Hotel-Motel Commission, and thereafter approved by each jurisdiction within the Tri-City Regional TPA.

Ordinance No. 45-20 will increase the SLA from \$2.00 to \$3.00 consistent with the recommendation of the Tri-City Regional TPA.

Staff recommends approval of Ordinance No. 45-20 for second reading and passage.

Fiscal Impact:

This change has no impact to the City's budget since the funds pass through to the Regional TPA.

Attachments:

I. Ordinance No. 45-20

ORDINANCE NO. 45-20

AN ORDINANCE of the City of Richland amending Richland Municipal Code Section 5.36.010 related to authorization of special lodging assessments.

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

WHEREAS, in 2004, the City of Richland became a member of the Tri-City Regional TPA; and

WHEREAS, the Tri-City Regional TPA has determined to increase the special lodging assessment from \$2.00 to \$3.00 per night of stay; and

WHEREAS, amendment to RMC 5.26.010 is required to implement the new assessment.

WHEREAS, the cities of Richland, Pasco and Kennewick have, contemporaneously herewith, adopted the Second Amendment to the Interlocal Agreement for Establishment of a Tri-City Regional Tourism Promotion Area to provide for the increase in Special Lodging Assessment.

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

Section 1. Richland Municipal Code Section 5.36.010, entitled Authorization of special lodging assessment, as first enacted by Ordinance No. 29-13, and last amended by Ordinance No. 17-04, is hereby amended as follows:

5.36.010 Authorization of special lodging assessment.

There is hereby assessed, pursuant to RCW 35.101.050, a special lodging assessment as a charge for the furnishing of lodging by lodging businesses located within the Richland tourism promotion area in the amount of:

- A. ~~Two~~ Three dollars per night of stay at each Class A lodging business as defined below.
- B. No charge per night of stay at each Class B lodging business as defined below.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: November 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 126-20, Authorizing a Consultant Agreement with Commonstreet Consulting, LLC for Right-of-Way Acquisition Services

Department:
Public Works

Ordinance/Resolution Number:
126-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 126-20, authorizing the City Manager to sign and execute an agreement with Commonstreet Consulting, LLC for right-of-way acquisition services.

Summary:

The City's Capital Improvement Plan (CIP) includes a number of transportation improvement projects that will require property acquisition. Among these are Center Parkway, the Vantage Highway Path - Phase 2, South George Washington Way Intersection Improvements, Van Giesen/Thayer Intersection Improvements, and Gage Boulevard Improvements. State and federal regulations applicable to these projects require certain professional services not present in staff's skillset. Although staff has completed property acquisition activities in the past, staff turnover has left the City with no qualified staff available to execute these transactions. In addition, the regulatory burden attached to these transactions has increased. Staff proposes to accomplish the needed property acquisitions through a full-service property acquisition provider.

A competitive Request for Proposals (RFP) process was conducted in compliance with the City's purchasing policies to solicit the professional services for real estate appraisal, acquisition, relocation and funding estimates. The City received three (3) responses to the RFP. Commonstreet Consulting, LLC presented as the most qualified and cost-effective vendor.

Staff recommends contracting with Commonstreet Consulting, LLC to provide right-of-way related services. The form of the proposed agreement is a Washington State Department of Transportation standard master agreement because a number of these projects include federal grant funds as part of their funding. Work on each specific project will be authorized by a project-specific Task Order that will include a scope of work and budget reflecting the services needed on each particular project. Resolution No. 126-20 will authorize the City Manager to execute project-specific Task Orders as an administrative matter. All real estate transactions resulting from this work will require Council authorization.

Staff recommends adoption of Resolution No. 126-20.

Fiscal Impact: Funding for right-of-way acquisition services will be on a project-by-project basis and will come from the capital project budgets as identified in the annual Capital Improvement Plan (CIP).

Attachments:

1. Resolution No. 126-20
2. Consultant Contract - Right-of-Way Services
3. Task Order No. 1 - Thayer & Van Giesen Intersection
4. Task Order No. 2 - Center Parkway North



RESOLUTION NO. 126-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with Commonstreet Consulting, LLC.

WHEREAS, several of the City's upcoming capital improvement projects require right-of-way acquisition; and

WHEREAS, right-of-way acquisition is a highly regulated and time-consuming activity that requires specialized professional knowledge; and

WHEREAS, current and anticipated workload in the Public Works Department indicates that supplementary services are warranted to ensure timely delivery of important projects; and

WHEREAS, the City's best interests are served by acquiring professional support to execute these activities; and

WHEREAS, after a published solicitation conforming to City purchasing policies, Commonstreet Consulting, LLC was determined by City staff to be the most qualified vendor to perform these services; and

WHEREAS, a Master Agreement has been negotiated with Commonstreet Consulting, LLC that identifies right-of-way services and rates for a specific list of upcoming transportation projects that are planned over the coming several years; and

WHEREAS, the projects included in the agreement are:

- Center Parkway – North – Gage Boulevard to Tapteal Drive;
- Van Giesen/Thayer Drive Intersection Improvements;
- South George Washington Way Intersection and Pedestrian Crossing Improvements;
- Vantage Highway Pathway – Phase 2;
- Shelterbelt Trail Crossing at Van Giesen; and
- Gage Boulevard Improvements; and

WHEREAS, Commonstreet Consulting, LLC's work on each project will require separate authorization of a Task Order based on a detailed scope of work and budget; and

WHEREAS, the Van Giesen/Thayer Drive Intersection Improvements project is a grant-funded safety improvement included in the 2020 – 2025 Capital Improvement Plan (CIP); and

WHEREAS, a Task Order scope of work and budget has been prepared for the Van Giesen/Thayer Drive Intersection Improvements project that will complete the necessary work for this project within the available project funds; and

WHEREAS, the Center Parkway – North – Gage Boulevard to Tapteal Drive project has been in the City's CIP for many years; and

WHEREAS, staff intends to present funding agreements for the Center Parkway project to Richland City Council within the next thirty (30) days; and

WHEREAS, a Task Order scope of work and budget has been prepared for the Center Parkway – North – Gage Boulevard to Tapteal Drive project that will complete the necessary work within the planned project funding; and

WHEREAS, each right-of-way acquisition transaction will be presented to Richland City Council for approval by resolution.

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 Master Agreement with Commonstreet Consulting, LLC for right-of-way acquisition services.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute project specific Task Orders authorizing a scope of services and fees for each of the projects herein upon the City Manager's determination that adequate funding has been appropriated by Council to support the work, and that Council authorization for project work has been granted through budget authorization or project-specific action.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Commonstreet Consulting, LLC			
Address 100 South King Street, Suite 100, Seattle, WA 98104		Federal Aid Number	
UBI Number 604-107-152		Federal TIN 82-1456894	
Execution Date		Completion Date December 31, 2023	
1099 Form Required ☒ Yes ☐ No		Federal Participation ☒ Yes ☐ No	
Project Title City of Richland - Right of Way Services - Multiple Projects			
Description of Work Right of way services for real estate appraisal, acquisition, relocation and funding estimate support. The City has several upcoming Capital Improvement Projects which will require right of way acquired in accordance with federal and state regulations following the Washington State Department of Transportation guidelines for federal right-of-way certification.			
☐ Yes	%	☒ No DBE Participation	Total Amount Authorized: \$245,000 Management Reserve Fund: 0 Maximum Amount Payable: \$245,000
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, is required to enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Julie West, Trans & Develop Manager
Agency: City of Richland Public Works
Address: 625 Swift Blvd
City: Richland State: WA Zip: 99352
Email: jwest@ci.richland.wa.us
Phone: (509) 942-7461
Facsimile: (509) 942-7468

If to CONSULTANT:

Name: Tami Judge
Agency: Commonstreet Consulting, LLC
Address: 100 S King St Ste 100
City: Seattle State: WA Zip: 98104
Email: tami@csrow.com
Phone: (509) 714 - 0843
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT' Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish a MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J." In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Julie West
Agency: City of Richland
Address: 625 Swift Blvd
City: Richland State: WA Zip: 99352
Email: jwest@ci.richland.wa.us
Phone: (509) 942-7461
Facsimile: (509) 942-7468

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

Agreement Number:

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

Agreement Number:

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A Scope of Work

Federal Aid No.

See Attached Scope of Work Exhibit A-1.

Draft

Agreement Number:



EXHIBIT A-1

City of Richland Contract Scope Elements – Right of Way Services Master /Task Order Consultant Agreement

Summary

The Consultant will identify owners of record and prepare Agency-approved conveyance documents and offer packages, review title and clear title encumbrances, present offers and negotiate purchases, prepare administrative settlement memorandums and condemnation memorandums, facilitate relocation services for personal property and/or displacements, prepare ROW acquisition documents for execution, process executed documents through the Agency and facilitate WSDOT Right of Way Certification through WSDOT Local Programs.

Agency staff will establish task orders to activate specific scopes of work for each grouping of parcels to be acquired. The Agency may issue scopes of work for the following projects, in addition to other, Agency funded projects not included in this list:

Center Parkway – North
Thayer/VanGiesen Roundabout
South George Washington Way (Intersection)
South George Washington Way (Ped Crossing)
Vantage Highway Pathway – Ph 2
Shelterbelt Trail Crossing at Van Giesen
Gage Blvd Improvements

Task Orders

Task orders shall be used to describe the parties' mutual agreement on the scope of the services, schedule, compensation and other Project requirements. Task Orders shall be in the general form attached as Exhibit A-2 to this Agreement. Task Orders are binding upon written approval by both Agency and Consultant. In the event of a conflict between this Agreement and any Task Order, the terms and conditions of this Agreement shall prevail.

Project Management

- Prepare for and lead monthly Right of Way Task Force Meetings
- Respond to inquiries and needs identified by Agency and/or Project Stakeholders
- Provide written and oral status updates on parcel acquisitions and relocations
- Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks
- Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations
- Review Agency's approved Right of Way Procedures
- Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements
- Maintain quality control/quality assurance protocols in the execution of the right of way task
- Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed

Assumptions:

- Partial and/or permanent rights will be required for up to 31 parcels.

Deliverables:

- Monthly Right of Way Status Reports

Title and Documents Preparations

- Create state and federal compliant project files for each parcel requiring property rights.
- Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared.
- Request new and/or updates to existing title commitments through the Agency.
- Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction.
- Prepare documents needed to clear liens or encumbrances.
- Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests.
- Review Agency-prepared templates as to State and Federal compliance.

Assumptions:

- Agency will provide approved real estate forms for the Consultant use.
- Agency will provide approved legal descriptions and exhibits for Consultant use.
- Title reports and policies will be required for all assigned parcels and provided by the Agency.
- Title reports/policies, escrow, recording fees and related costs will be paid for directly by the Agency.

Deliverables:

- Title clearance recommendation memorandums
- Determinations of Just Compensation, conveyance documents, supporting offer package documents

Negotiations

- Review appraisal/valuation reports for each affected parcel, review design elements with Agency's design team.
- Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person.
- Negotiate settlements on compensation and conveyance documents terms.
- As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements.
- Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording

Assumptions:

- Partial and/or permanent rights will be required for up to 31 parcels.

Deliverables:

- When/if property owners agree to settlement, executed offer packages.

Relocation Services

- Prepare, **or revise**, relocation plan for WSDOT approval, if applicable
- Conduct interviews of displacees/tenants
- Prepare and present General Notice Letters
- Conduct inventory of personal property
- Obtain move estimates
- Prepare recommendation of move costs
- Prepare Notices of Eligibility and 90-day assurance letters
- Coordinate move of personal property
- Assist businesses with reestablishment
- Coordinate payments to displacees
- Prepare relocation documentation as necessary
- Provide on-going advisory services to displace
- Provide completed relocation file to Agency

Assumptions:

- All relocation tasks will be conducted in accord with WSDOT certification requirements and the Uniform Act

Deliverables:

- Relocation plan (if required)
- General Information Notices, Notices of Eligibility, 90 Day Assurance Letters, payment vouchers and supporting documentation

Project Close-Out and WSDOT Certification

- Submit completed acquisition/relocation files to WSDOT Local Area Coordinator (LAC) for review and approval
- Address issues and concerns raised by LAC
- Facilitate completion of WSDOT Certification Approval, provide to Agency
- Prepare finalized acquisition and relocation files (electronic and/or hard copy) to Agency

Assumptions:

- All recording and payment processing will be completed by Agency staff

Deliverables:

- Completed acquisition and relocation files

Exhibit A-2 - Task Order

TASK ORDER NUMBER _____

This Task Order No. ("Task Order") is entered into between **City of Richland (AGENCY)** and **Commonstreet Consulting, LLC (CONSULTANT)** on ____, 20____, under the terms and conditions established in the MASTER/TASK ORDER CONSULTANT AGREEMENT between AGENCY and CONSULTANT dated ____, 20____, (the "Agreement"), including any amendments or supplements thereto. Defined terms shall have the same meaning as set forth in the Master Agreement unless stated otherwise.

SECTION A – SCOPE OF SERVICES

1. A.1. CONSULTANT shall perform the following Services:

2. A.2. CONSULTANT shall provide the following deliverables to AGENCY:

SECTION B - SCHEDULE

CONSULTANT shall perform the Services according to the following schedule:

Consultant shall begin work after final execution of this task order. Work to be completed by _____.

SECTION C - COMPENSATION

The total amount payable by AGENCY under this Task Order resulting from the Services is \$_____ and shall be paid according to the terms of the master agreement.

AGENCY and CONSULTANT hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

City of Richland
(AGENCY)

Commonstreet Consulting, LLC
(CONSULTANT)

Signature

Signature

Name

Name

Title

Title

N/A

Draft

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

The City shall be provided an opportunity to review all products prior to final submittal.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached Scope of Work Exhibit A-1.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached Scope of Work Exhibit A-1.

Agreement Number:

II. Any Other Electronic Files to Be Provided

Final right of way files to be provided upon right of way certifications.

III. Methods to Electronically Exchange Data

Email electronic data to the project manager when possible. Files too large for email may be placed on a web based transfer site or thumb drive.

A. Agency Software Suite

Microsoft Office Suite

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

pdf, xls

Exhibit D
Prime Consultant Cost Computations

See attached Cost Exhibit D.

Draft

Agreement Number:

EXHIBIT D

CONSULTANT COST COMPUTATIONS

	City of Richland	Solicitation Number: RFP 20-0066
Attachment B Estimated Time and Costs for Right-of-Way Processes		

Consultants will be selected based upon the qualifications they present. Fees may be considered as an evaluation factor in the professional series selection process. However, this is not a "low-bid" consultant selection.

Please provide the information below based on a typical parcel acquisition where the property owner provides up to two counteroffers before agreeing to a purchase and sale agreement. Appraised parcel assume an offer of \$75,000 and an AOS parcel less than \$10,000. Costs should include all associated overhead and fees.

Activity	Average Hours	Average Cost
Appraisal (\$75,000 offer)	15	\$2,250
Appraisal Review (of above parcel)	10	\$1,750
Acquisition Negotiations (Appraisal \$75,000 offer)	25	\$3,375
Administrative Offer Settlement (Less than \$10,000 offer)	6	\$810
Acquisition Negotiations (AOS less than \$10,000 offer)	20	\$2,700
Relocation (Single family home with three bedrooms)	40	\$5,800
Project Funding Estimate (5 parcels)	25	\$3,375



COMMONSTREET

CONSULTING

Formula/Basis: WSDOT Approved 110%/30% (Home)
Status: Approved
Effective Date: 2/24/20
Renewal Date:

Project Rates

Classifications	110%		30%		Billing Rate
	Direct Labor ANTE	ICR	Fixed Fee		
Right of Way Technician	\$ 26.39	\$ 29.03	\$ 7.92	\$	63.35
Project Support Specialist	\$ 31.67	\$ 34.84	\$ 9.50	\$	76.01
Senior Project Support Specialist	\$ 52.79	\$ 58.07	\$ 15.84	\$	126.69
Senior Controller	\$ 73.60	\$ 80.95	\$ 22.08	\$	176.63
Right of Way Agent	\$ 58.37	\$ 64.21	\$ 17.51	\$	140.10
Senior Right of Way Agent	\$ 65.35	\$ 71.89	\$ 19.61	\$	156.85
Acq Project Manager	\$ 65.35	\$ 71.89	\$ 19.61	\$	156.85
Relo Project Manager	\$ 63.45	\$ 69.79	\$ 19.04	\$	152.27
Property Manager	\$ 63.45	\$ 69.79	\$ 19.04	\$	152.27
Senior Project Manager	\$ 76.14	\$ 83.75	\$ 22.84	\$	182.73
Principal/Senior Advisor	\$ 83.40	\$ 91.74	\$ 25.02	\$	200.17

Classification	Employee	Billing Rate
Project Support Specialist	Kelly Skove	\$ 76.01
Right of Way Agent	Richard Rice	\$ 86.54
Senior Project Support Specialist / Right of Way Agent	Megan Burlingame	\$ 92.33
Senior Project Support Specialist	Michelle Harvard	\$ 92.33
Senior Project Support Specialist	Tina Thorson	\$ 92.33
Senior Project Support Specialist	Bri Welk	\$ 92.33
Right of Way Agent	Brendan Perko	\$ 96.00
Right of Way Agent	Ingrid Williams	\$ 101.54
Senior Right of Way Agent / Acq Project Manager	Tamisha Schunk	\$ 120.00
Senior Project Support Specialist	Michele Burdett	\$ 126.69
Senior Right of Way Agent	Michael Masse	\$ 141.10
Senior Right of Way Agent / Acq Project Manager	Morgan Bishop	\$ 151.44
Senior Right of Way Agent / Relo Project Manager	De Ressa	\$ 151.44
Senior Project Manager	Jason Motland	\$ 155.78
Senior Project Manager	Chris LaBonte	\$ 161.54
Senior Project Manager	Kari Lowe	\$ 167.33
Senior Project Manager	Cindy Tremblay	\$ 168.00
Senior Controller	Tami Judge	\$ 176.63
Senior Project Manager	Casey Hodges	\$ 182.73
Principal/Senior Advisor	Tom Boyd	\$ 200.17
Principal/Senior Advisor	Hutch Goodman	\$ 200.17
Principal/Senior Advisor	Todd Hudak	\$ 200.17

Exhibit E
Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

N/A

Draft

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Draft

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Commonstreet Consulting, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of N/A

I hereby certify that I am the:

☐

☒ Other

of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Commonstreet Consulting, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Commonstreet Consulting, LLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date _____

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Commonstreet Consulting, LLC

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Task Order #1

Thayer Drive and Van Giesen Street Intersection Improvements

This Task Order No. (1 – Thayer Drive and Van Giesen Street Intersection Improvements) is entered into between **City of Richland (AGENCY)** and **Commonstreet Consulting, LLC (CONSULTANT)** on _____, 20____, under the terms and conditions established in the MASTER/TASK ORDER CONSULTANT AGREEMENT between AGENCY and CONSULTANT dated _____, 20____, (the “Agreement”), including any amendments or supplements thereto. Defined terms shall have the same meaning as set forth in the Master Agreement unless stated otherwise.

SECTION A – SCOPE OF SERVICES

See attached Scope of Work

SECTION B - SCHEDULE

CONSULTANT shall perform the Services according to the following schedule:

Consultant shall begin work after final execution of this task order. Work to be completed by March 31, 2021.

SECTION C - COMPENSATION

The total amount payable by AGENCY under this Task Order resulting from the Services is \$27,304.96 and shall be paid according to the terms of the master agreement.

AGENCY and CONSULTANT hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

City of Richland
(AGENCY)

Commonstreet Consulting, LLC
(CONSULTANT)

Signature

Signature

Name

Name

Title

Title



Julie West, PE

Transportation and Development Manager
625 Swift Blvd., MS-26
Richland, WA 99352

**Re: Request for Real Estate Services for Thayer Drive and Van Giesen Street
Intersection Improvements**

Dear Ms. West:

On behalf of the team at Commonstreet Consulting, LLC, we are pleased to provide our professional services to support the City of Richland with real estate services to execute your Thayer and Van Giesen project. Morgan Bishop will be your main contact. He has extensive experience in acquiring right of way per WSDOT/FHWA standards. Commonstreet is prepared to initiate the project immediately upon the City's issuance of the Notice to Proceed.

SCOPE OF WORK

Commonstreet Consulting understands that the City is anticipating the following real estate services and right of way tasks need to be performed for four (4) parcels with four (4) ownerships. Commonstreet's Project Manager, Morgan Bishop, will facilitate the City's project goals by managing these services from start to finish. Commonstreet will provide the following:

Project Management

- Prepare for and lead monthly Right of Way Task Force Meetings;
- Respond to inquiries and needs identified by your Agency and/or Project Stakeholders;
- Provide written and oral status updates on parcel acquisitions;
- Provide oversight to all aspects of the right of way program including title, negotiations, closing preparations and certification tasks;
- Coordinate with WSDOT Local Programs to establish project set-up and certification expectations;
- Review Agency's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with Uniform Act and WSDOT requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way task;
- Coordinate/prepare Appraisal Waivers as needed.

Title and Document Preparations

- Create state and federal compliant project files for each parcel;
- Review title reports for each parcel and recommend clearance/acceptance of each exception;
- Request the City order new and/or updates to existing title commitments;
- Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction;
- Prepare documents needed to clear liens or encumbrances;
- Prepare Determinations of Just Compensation, Purchase and Sale Agreements, offer letters and all documents needed to convey temporary and/or permanent property interests;
- Review City-prepared templates for State and Federal compliance.

Negotiations

- Review valuation reports for each affected parcel, review design elements with City's design team;
- Make at least (3) meaningful contacts, preferably in person, in attempt to reach settlement with property owner;
- Negotiate compensation settlement and terms of conveyance documents;

- As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements;
- Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.

Project Close-Out and WSDOT Certification

- Submit completed acquisition/relocation files to WSDOT Local Area Coordinator (LAC) for review and approval;
- Address any issues or concerns raised by LAC;
- Facilitate completion of WSDOT Certification Approval, provide to Agency;
- Prepare finalized acquisition files (electronic and/or hard copy) to Agency.

Appraisal Coordination

- Coordinate any valuation tasks with any subconsultants if necessary. Provide all documentation required to complete administrative offer summary reports and integrate findings into offer packages;
- Review valuation reports for each affected parcel;
- Review design elements with City's design team.

ASSUMPTIONS

- City to provide legal descriptions of areas to be acquired;
- City to provide right of way maps or exhibits;
- Title reports and policies will be required for all assigned parcels and provided by the City;
- Title reports/policies, escrow, recording fees and related costs will be paid for directly by the City;
- Agency will provide approved real estate forms for Consultant use;
- Partial and/or permanent rights will be required for up to 4 parcels;
- All recording and payment processing will be completed by Agency staff;
- Assumes 4 Administrative Offer Summaries (AOS), including data package, and PFE's. Appraisal fees are based on fee schedule of available appraisers at the time of the assignment;
- Assumes no relocation

Deliverables

- When/if property owners agree to settlement, consultant will provide executed offer packages;
- Completed acquisition files that adhere to WSDOT/FHWA standards for certification.

PARCEL Acquisition 1-0398-102-0741-001 Charis Homes, LLC Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed	Acquisition Project Manager @ 151.44 @ 8 hours	\$1,211.52
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.30
Administrative Offer Summary (AOS) - Valuation Services It is assumed (1) acquisition is less than \$25,000 and uncomplicated, therefore will not require Appraisal and Appraisal Review reports. Therefore, the valuation report will consist of an AOS, to be completed per State and Federal Guidelines. Task includes comparable property research, site visit, valuation analysis and land and improvements valuation determinations.	Senior Right of Way Agent @ \$151.44 @ 13 hours	\$1,968.72
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording. Work with both property owner and contract holder to acquire parcel.	Senior Right of Way Agent @ \$151.44 @ 16 hours	\$2,423.04
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$6,711.24
ODC's Mileage: 200 miles @ \$0.575		115.00
Total		\$6,826.24

PARCEL Acquisition 1-0398-102-0331-018 John and Melba Willis Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed	Acquisition Project Manager @ 151.44 @ 8 hours	\$1,211.52
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Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$6,711.24
ODC's Mileage: 200 miles @ \$0.575		115.00
Total		\$6,826.24

PARCEL Acquisition 1-0398-402-0329-021 Sam Duy Nguyen Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed	Acquisition Project Manager @ 151.44 @ 8 hours	\$1,211.52
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.30
Administrative Offer Summary (AOS) - Valuation Services It is assumed (1) acquisition is less than \$25,000 and uncomplicated, therefore will not require Appraisal and Appraisal Review reports. Therefore, the valuation report will consist of an AOS, to be completed per State and Federal Guidelines. Task includes comparable property research, site visit, valuation analysis and land and improvements valuation determinations.	Senior Right of Way Agent @ \$151.44 @ 13 hours	\$1,968.72
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 16 hours	\$2,423.04
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$6,711.24
ODC's Mileage: 200 miles @ \$0.575		115.00
Total		\$6,826.24

PARCEL Acquisition 1-0398-402-0723-011 D7 Properties, LLC Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed	Acquisition Project Manager @ 151.44 @ 8 hours	\$1,211.52
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.30
Administrative Offer Summary (AOS) - Valuation Services It is assumed (1) acquisition is less than \$25,000 and uncomplicated, therefore will not require Appraisal and Appraisal Review reports. Therefore, the valuation report will consist of an AOS, to be completed per State and Federal Guidelines. Task includes comparable property research, site visit, valuation analysis and land and improvements valuation determinations.	Senior Right of Way Agent @ \$151.44 @ 13 hours	\$1,968.72
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 16 hours	\$2,423.04
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$6,711.24
ODC's Mileage: 200 miles @ \$0.575		115.00
Total		\$6,826.24

Total Fees by Parcel	
1-0398-102-0741-001 Charis Homes, LLC	\$6,826.24
1-0398-102-0331-018 John and Melba Willis	\$6,826.24
1-0398-402-0329-021 Sam Duy Nguyen	\$6,826.24
1-0398-402-0723-011 D7 Properties, LLC	\$6,826.24
Total	\$27,304.96

Task Order #2

Center Parkway North Project

This Task Order No. (2 - Center Parkway North) is entered into between **City of Richland (AGENCY)** and **Commonstreet Consulting, LLC (CONSULTANT)** on _____, 20____, under the terms and conditions established in the MASTER/TASK ORDER CONSULTANT AGREEMENT between AGENCY and CONSULTANT dated _____, 20____, (the "Agreement"), including any amendments or supplements thereto. Defined terms shall have the same meaning as set forth in the Master Agreement unless stated otherwise.

SECTION A – SCOPE OF SERVICES

See attached Scope of Work

SECTION B - SCHEDULE

CONSULTANT shall perform the Services according to the following schedule:

Consultant shall begin work after final execution of this task order. Work to be completed by December 31, 2021.

SECTION C - COMPENSATION

The total amount payable by AGENCY under this Task Order resulting from the Services is \$113,538.70 and shall be paid according to the terms of the master agreement.

AGENCY and CONSULTANT hereby agree to the terms and conditions of this Task Order as of the date set forth above. The individuals signing this Task Order represent and warrant that they have the power and authority to enter into this Task Order and bind the parties for whom they sign.

City of Richland
(AGENCY)

Commonstreet Consulting, LLC
(CONSULTANT)

Signature

Signature

Name

Name

Title

Title



Julie West, PE

Transportation and Development Manager
625 Swift Blvd., MS-26
Richland, WA 99352

Re: Request for Real Estate Services for Center Parkway

Dear Ms. West:

On behalf of the team at Commonstreet Consulting, LLC, we are pleased to provide our professional services to support the City of Richland with real estate services to execute your Center Parkway Project. Morgan Bishop will be your main contact. He has extensive experience in acquiring right of way per WSDOT/FHWA standards. Commonstreet is prepared to initiate the project immediately upon the City's issuance of the Notice to Proceed.

SCOPE OF WORK

Commonstreet Consulting understands that the City is anticipating the following real estate services and right of way tasks need to be performed for four (4) parcels with four (4) ownerships. Commonstreet's Project Manager, Morgan Bishop, will facilitate the City's project goals by managing these services from start to finish. Commonstreet will provide the following:

Project Management

- Prepare for and lead monthly Right of Way Task Force Meetings;
- Respond to inquiries and needs identified by your Agency and/or Project Stakeholders;
- Provide written and oral status updates on parcel acquisitions and relocations;
- Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks;
- Coordinate with WSDOT Local Programs to establish project set-up and certification expectations;
- Review Agency's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with Uniform Act and WSDOT requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way task;
- Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed.
- Complete Project Funding Estimate (PFE) for up to (4) parcels.

Title and Document Preparations

- Create state and federal compliant project files for each parcel;
- Review title reports for each parcel and recommend clearance/acceptance of each exception;
- Request the City order new and/or updates to existing title commitments;
- Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction;
- Prepare documents needed to clear liens or encumbrances;
- Prepare Determinations of Just Compensation, Purchase and Sale Agreements, offer letters and all documents needed to convey temporary and/or permanent property interests;
- Review City-prepared templates for State and Federal compliance;

Negotiations

- Review appraisal/valuation reports for each affected parcel, review design elements with City's design team;
- Make at least (3) meaningful contacts, preferably in person, in attempt to reach settlement with property owner;
- Negotiate compensation settlement and terms of conveyance documents;

- As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements;
- Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.

Relocation Services

- Prepare relocation plan for WSDOT approval;
- Conduct interviews with displacees/tenants;
- Prepare and present General Notice Letters;
- Conduct inventory of personal property;
- Obtain move estimates from commercial movers;
- Prepare recommendation of move costs;
- Prepare Notices of Eligibility and 90-day assurance letters;
- Coordinate move of personal property;
- Assist businesses with reestablishment;
- Coordinate payments to displacees;
- Prepare other relocation documentation as necessary;
- Provide on-going advisory services to displacee;
- Provide completed relocation file to Agency.

Project Close-Out and WSDOT Certification

- Submit completed acquisition/relocation files to WSDOT Local Area Coordinator (LAC) for review and approval;
- Address any issues or concerns raised by LAC;
- Facilitate completion of WSDOT Certification Approval, provide to Agency;
- Prepare finalized acquisition and relocation files (electronic and/or hard copy) to Agency.

Appraisal Coordination

- Coordinate appraisal task with any subconsultants as necessary. Provide all documentation required to complete appraisal reports and integrate findings into offer packages;
- Review appraisal/valuation and appraisal review reports for each affected parcel;
- Review design elements with City's design team.

ASSUMPTIONS

- City to provide legal descriptions of areas to be acquired;
- City to provide right of way maps or exhibits;
- Title reports and policies will be required for all assigned parcels and provided by the City;
- Title reports/policies, escrow, recording fees and related costs will be paid for directly by the City;
- Agency will provide approved real estate forms for Consultant use;
- Partial and/or permanent rights will be required for up to 4 parcels;
- All recording and payment processing will be completed by Agency staff;
- Assumes 3 before and after appraisals, 3 appraisal reviews and 1 Administrative Offer Summary (AOS). Appraisal fees are based on fee schedule of available appraisers at the time of the assignment;
- Assumes two full commercial relocations and up to 215 personal property displacements;
- All relocation tasks will be conducted in accordance with WSDOT certification requirements and the Uniform Act.

Deliverables

- When/if property owners agree to settlement, consultant will provide executed offer packages;
- Prepare relocation plan for approval by WSDOT;
- General Information Notices, Notices of Eligibility/90 Day Assurance letters, payment vouchers and supporting documentation for all relocation files;
- Completed acquisition and relocation files that adhere to WSDOT/FHWA standards for certification.
- Project Funding Estimate, per WSDOT specifications.

PARCEL Acquisition/Relocation 1-3099-400-0010-000 McCoy Family Investments, LLC Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed.	Acquisition Project Manager @ 151.44 @ 15 hours	\$2,271.60
	Relocation Project Manager @ 182.73 @ 4 hours	\$730.92
Sr. Relocation Agent Relocation/Full move of two businesses, up to 198 mailbox tenants Conduct interviews of displacees/tenants for two businesses and up to 198 mailbox tenants. Prepare and present General Notice Letters. Conduct inventory of personal property. Obtain move estimates. Prepare recommendation of move costs. Prepare Notices of Eligibility and 90-day assurance letters. Coordinate move of personal property. Assist businesses with reestablishment. Coordinate payments to displacees. Prepare relocation documentation as necessary. Provide on-going advisory services to displacee. Provide completed relocation file to Agency.	Right of Way Agent @ \$151.44 @ 75 hours	\$11,358.00
Relocation (Right of Way) Agent Occupancy Surveys, inventory, document preparation, assist with inventory and commercial mover coordination, interaction with approximately 198 mailbox tenants.	Right of way agent @ \$92.33 @ 325 hours	\$30,007.25
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.33
Appraisal and Appraisal Review Coordination Tasks include coordinating appraisal task and any subconsultants, as necessary; providing all documentation required to complete appraisal reports and integrating findings into offer packages. Review appraisal/valuation reports for each affected parcel, review design elements with City's design team.	(1) Full Appraisal @ \$3,250	\$3,250.00
	(1) Appraisal Review @ \$1,750	\$1,750.00
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 30 hours	\$4,543.20
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 4 hours	\$369.32
Subtotal		\$55,203.62
ODC's Mileage: 1200 miles @ \$0.575 Mailings: Up to 200 Certified Mailings		\$690.00
		\$4,000.00
Total		\$59,893.62

PARCEL 1-3099-401-0192-001 Victor and Christina Gomez Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed.	Acquisition Project Manager @ \$151.44 @ 8 hours Sr. Relo Project Manager @ \$182.73 @ 2 hours	\$1,211.52 \$356.46
Relocation (Right of Way) Agent Personal property only displacement Conduct interviews of displacees/tenants. Prepare and present General Notice Letters. Conduct inventory of personal property. Obtain move estimates. Prepare recommendation of move costs. Prepare Notices of Eligibility and 90-day assurance letters. Coordinate move of personal property. Coordinate payments to displacees. Prepare relocation documentation as necessary. Provide on-going advisory services to displacee. Provide completed relocation file to Agency.	Right of Way Agent @ \$92.33 @ 20 hours	\$1,846.60
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.33
Administrative Offer Summary (AOS) - Valuation Services It is assumed (1) acquisition is less than \$25,000 and therefore will not require Appraisal and Appraisal Review reports. Therefore, the valuation report will consist of an AOS, to be completed per State and Federal Guidelines. Task includes comparable property research, site visit, valuation analysis and land and improvements valuation determinations.	Senior Right of Way Agent @ \$151.44 @ 15 hours	\$2,271.60
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 16 hours	\$2,423.04
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$9,217.21
ODC's Mileage @ 300 miles @ \$0.575 Mailings		\$172.50 \$20.00
Total		\$9,409.71

PARCEL 1-3099-304-0009-000 Columbia Center Estates Homeowners		
Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed.	Acquisition Project Manager @ 151.44 @ 12 hours	\$1,817.28
	Sr. Relo Project Manager @ \$182.73 @ 2 hours	\$365.46
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.33
Relocation (Right of Way) Agent Personal property only displacement Conduct interviews of displacees/tenants. Prepare and present General Notice Letters. Conduct inventory of personal property. Obtain move estimates. Prepare recommendation of move costs. Prepare Notices of Eligibility and 90-day assurance letters. Coordinate move of personal property. Coordinate payments to displacees. Prepare relocation documentation as necessary. Provide on-going advisory services to displacee. Provide completed relocation file to Agency. <i>* Relocation assumes displacement of up to 15 RV's, scope and fee subject to change when/if this assumption changes.</i>	Right of Way Agent @ \$92.33 @ 65 hours	\$6,001.45
Appraisal and Appraisal Review Coordination Tasks include coordinating appraisal task and any subconsultants, as necessary; providing all documentation required to complete appraisal reports and integrating findings into offer packages. Review appraisal/valuation reports for each affected parcel, review design elements with City's design team.	(1) Full Appraisal @ \$3,250	\$3,250.00
	(1) Appraisal Review @ \$1,750	\$1,750.00
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 30 hours	\$4,543.20
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$18,835.38
ODC's Mileage @ 300 miles @ \$0.575 Mailings: Standard USPS and/or UPS Documents Mailings		\$172.50 \$20.00
Total		\$19,027.88

PARCEL 1-3099-400-0009-000 Vista Substation, Benton County P.U.D. Project Management Prepare for and lead monthly Right of Way Task Force Meetings. Respond to inquiries and needs identified by Agency and/or Project Stakeholders. Provide written and oral status updates on parcel acquisitions and relocations. Provide oversight to all aspects of the right of way program including title, negotiations, relocations, closing preparations and certification tasks. Coordinate with WSDOT Local Programs in establishing project set-up and certification expectations. Review Agency's approved Right of Way Procedures. Develop and execute right of way program in compliance with Uniform Act and WSDOT requirements. Maintain quality control/quality assurance protocols in the execution of the right of way task. Coordinate appraisal and appraisal review tasks/prepare Appraisal Waivers as needed.	Acquisition Project Manager @ 151.44 @ 10 hours	\$1,514.40
Title Review and Conveyance Documents Drafts Create state and federal compliant project files for each parcel requiring property rights. Review title reports for each parcel and recommend which exceptions should be acquired subject to or cleared. Request new and/or updates to existing title commitments through the City. Once a parcel's title interest has been reviewed, identify method of clearance per Agency direction. Prepare documents needed to clear liens or encumbrances. Prepare Determinations of Just Compensation, Purchase and Sale Agreements, Offer Letters and all documents needed to convey temporary and/or permanent property interests. Review City-prepared templates as to State and Federal compliance.	Right of Way Agent @ \$92.33 @ 10 hours	\$923.33
Appraisal and Appraisal Review Coordination Tasks include coordinating appraisal task and any subconsultants, as necessary; providing all documentation required to complete appraisal reports and integrating findings into offer packages. Review appraisal/valuation reports for each affected parcel, review design elements with City's design team.	(1) Full Appraisal @ \$3,250 (1) Appraisal Review @ \$1,750	\$3,250.00 \$1,750.00
Negotiations, Administrative Settlements, and QA/QC Review appraisal/valuation reports for each affected parcel, review design elements with City's design team. Make at least (3) meaningful contacts in attempt to reach property owners for settlement, preferably in person. Negotiate settlements on compensation and conveyance documents terms. As needed, prepare Administrative Justifications compliant with Agency and WSDOT requirements. Facilitate execution of offer package/conveyance documents, deliver executed offer package to Agency for payment processing and recording.	Senior Right of Way Agent @ \$151.44 @ 30 hours	\$4,543.20
Sr. Project Control Specialist File set up, document control.	Sr. Project Control Specialist @ \$92.33 @ 2 hours	\$184.66
Subtotal		\$12,165.59
ODC's Mileage @ 260 miles @ \$0.575 Mailings		\$149.50 \$20.00
Total		\$12,335.09

Total Fees by Parcel	
1-3099-400-0010-000 McCoy Family Investments, LLC	\$59,893.62
1-3099-401-0192-001 Victor and Christina Gomez	\$9,409.71
1-3099-304-0009-000 Columbia Center Estates Homeowners	\$19,027.88
1-3099-400-0009-000 Vista Substation, Benton County P.U.D.	\$12,335.09
Subtotal	\$100,666.30
Prepare or revise Relocation plan as needed: Sr. Relocation agent @ \$151.44 @ 40 hours	\$6,057.60
Review of up to 3 previously acquired ROW files for WSDOT certification. Advise and assist agency on any remediation to certify parcels as needed: Sr. Acquisition agent @ \$151.44 @ 45 hours	\$6,814.80
Total	\$113,538.70



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 139-20, Approving the 2021 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan

Department:
City Manager

Ordinance/Resolution Number:
139-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 139-20, approving the 2021 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan.

Summary:

In 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities in the Tri-Cities area, and that, via an interlocal agreement, the assessments be pooled for use by the Tri-Cities Visitor and Convention Bureau to conduct specified promotional activities on behalf of the entire region. On June 15, 2004, Council passed Ordinance No. 17-04, establishing the City of Richland TPA as part of the Tri-City Regional TPA.

Under the management contract with the City, the TPA must submit an annual business plan and budget. Approval of the business plan and budget by Richland and the other participating agencies is necessary in order to accept and implement the plan for 2021.

Additionally, the City recognizes and promotes the TPA as a possible funding program for event organizers, and considers it one of the funding resources within the City's tourism sponsorship program.

Approval of the 2021 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan will allow the TPA to spend funds collected from area hoteliers to support tourism.

Staff recommends approval of Resolution No. 139-20.

Fiscal Impact:

There is no direct fiscal impact to approving the 2021 Tri-City Regional Hotel-Motel Commission Budget and Marketing Plan. If successful, these marketing efforts will help boost hotel stays resulting in additional tax revenue for the City.

Attachments:

1. Resolution No. 139-20
2. TPA 2021 Budget & Marketing Plan

RESOLUTION NO. 139-20

A RESOLUTION of the City of Richland approving the 2021 Tri-City Hotel-Motel Commission Budget and Marketing Plan.

WHEREAS, in 2004, the Tri-Cities Area Hotel and Lodging Association proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities constituting the Tri-Cities; and

WHEREAS, by interlocal agreement, the assessments are pooled for use by Visit Tri-Cities Washington to conduct identified promotional activities on behalf of the region; and

WHEREAS, on June 16, 2004, Richland City Council passed Ordinance No. 17-04, authorizing the City of Richland TPA to become part of the Tri-City Regional TPA; and

WHEREAS, on October 6, 2020, the 2021 Tri-City Hotel-Motel Commission Budget and Marketing Plan was presented to Richland City Council at an open public meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2021 Tri-City Hotel-Motel Commission Budget and Marketing Plan is hereby approved.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Tri-City Regional Hotel-Motel Commission

2021 BUDGET & MARKETING PLAN

OPTION B

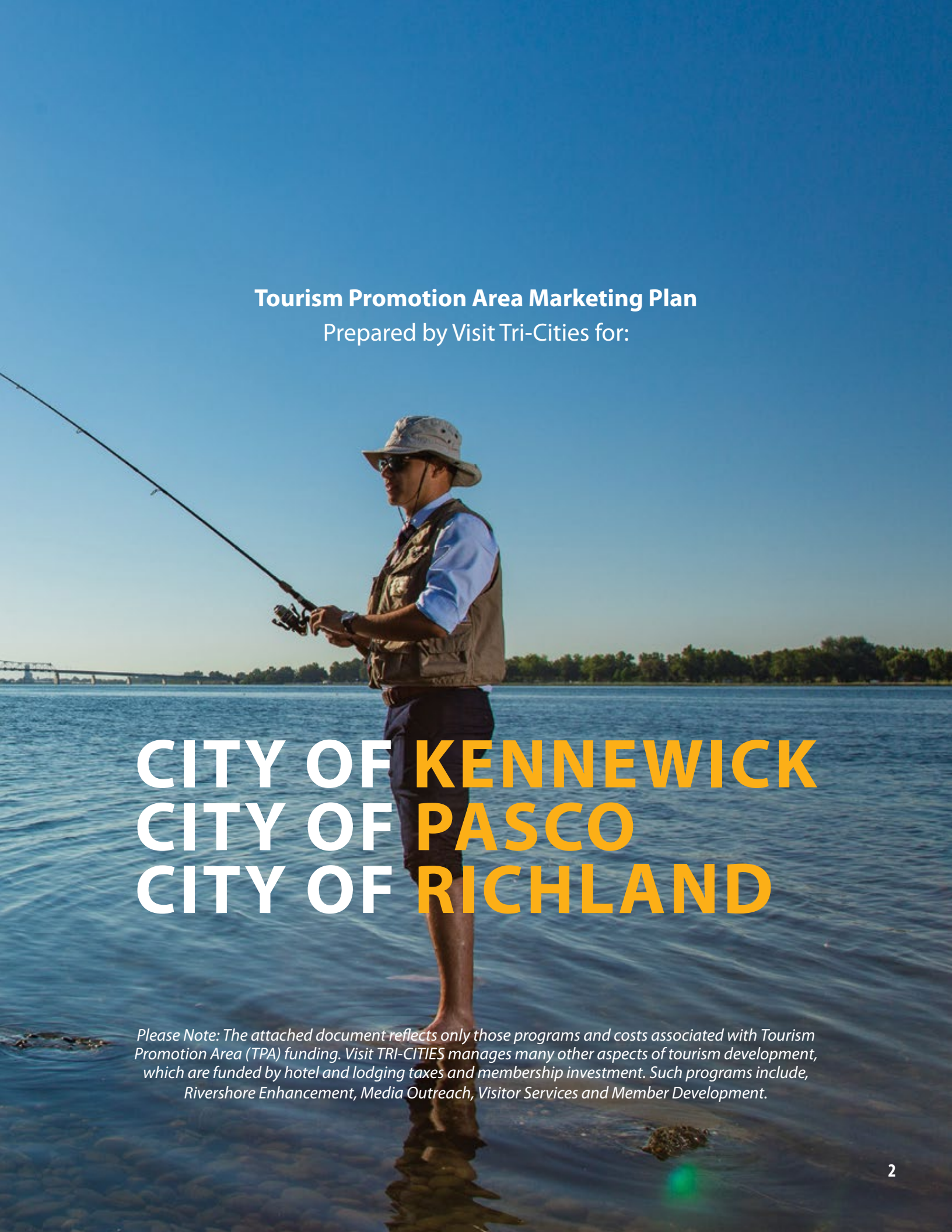


MISSION

To promote, market and sell the region as a preferred destination to visitors. We will develop incremental visitation by promoting our destination products, programs and activities; the overall economic vitality of our communities and the quality of life for our citizens.

VISION

To be an industry leader for destination marketing in the Pacific Northwest; the primary source of visitor information and the lead advocate for visitor industry development in the Tri-Cities region.

A man wearing a hat, sunglasses, and a fishing vest is standing in shallow water, holding a fishing rod. The background shows a wide river and a distant bridge under a clear blue sky.

Tourism Promotion Area Marketing Plan

Prepared by Visit Tri-Cities for:

CITY OF KENNEWICK
CITY OF PASCO
CITY OF RICHLAND

Please Note: The attached document reflects only those programs and costs associated with Tourism Promotion Area (TPA) funding. Visit TRI-CITIES manages many other aspects of tourism development, which are funded by hotel and lodging taxes and membership investment. Such programs include, Rivershore Enhancement, Media Outreach, Visitor Services and Member Development.

PRESIDENT & CEO

MESSAGE

It is with great pleasure that I present the Visit Tri-Cities Destination Marketing plan for use of Tourism Promotion Area funds. This plan provides a detailed overview of the state of our industry and our planned endeavors to drive economic impact through visitor spending. Included you will find strategies to rebuild our meetings & conventions business, sports events, and leisure travel after the adverse effects experienced due to COVID-19. The good news is that wanderlust is alive and well; there is pent up demand for travel and the strategies outlined in this plan have been designed to capitalize on this.

Tourism is the tip of the spear as it relates to economic recovery and the Tri-Cities is poised to capitalize on this as industry recovery is expected to happen via drive markets. It's the return of the road trip. The Puget Sound is our primary drive market. Portland, Spokane and Boise are also drive markets for the Tri-Cities. Our community makes for an ideal drive destination when you consider our wide-open spaces, magical places (think the Heart of Washington Wine Country) and our incredible weather.

The activities outlined in this plan also help with traditional economic development endeavors as it all begins with a visit. The quality of life Visit Tri-Cities' endeavors foster helps aid in the recruitment of talent, the recruitment of businesses and the retention of talent, which is a boon for our region. The visitor economy also helps support local businesses, which creates a healthy business climate that fosters new business investment. The visitor economy also supports approximately 6,000 jobs locally.

Visitor spending this past year was roughly half-a-billion dollars. These dollars, along with the associated tax revenue generated by visitors, help to fund emergency services like police and fire, it supports teachers' salaries and the funding of our schools, it aids in the maintenance of our roads, our parks and so much more. In short, the visitor economy helps build a safe community, and educated community, an employed community and a beautiful community filled with many amenities for all residents of our region to enjoy.

Our entire team at Visit Tri-Cities is looking forward to rebuilding our tourism economy after the devastating impacts of the pandemic. We are launching numerous new digital platforms and a new website. We are also enhancing the abilities of our team with new skill sets and talents. All of this is being done for the benefit of our community as we grow our geographic reach, increase visitor engagement and drive visitor spending. We cannot wait to share our amazing community with a world that is eager to travel.





ACKNOWLEDGMENTS

We greatly appreciate the time and dedication of our city partners and hoteliers who meet monthly to provide Visit Tri-Cities with support and direction on how to invest the proceeds from the tourism promotion assessments collected in Kennewick, Pasco and Richland.

TRI-CITY REGIONAL HOTEL-MOTEL COMMISSION

Kennewick

Mark Blotz, *Clover Island Inn*

Jerry Beach, *SpringHill Suites by Marriott*

Marie Mosley, *Ex Officio, City of Kennewick*

Pasco

Monica Hammerberg, *Hampton Inn & Suites Pasco / Tri-Cities*

Vijay Patel, *A-1 Hospitality*

Dave Zabell, *Ex Officio, City of Pasco*

Richland

Wendy Higgins, *The Lodge at Columbia Point*

Andrew Lucero, *Richland Courtyard by Marriott*

Cindy Reents, *Ex Officio, City of Richland*

The Tourism Promotion Area is Managed by Visit Tri-Cities

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TOURISM 2021:

NATIONAL OUTLOOK

The effects of the pandemic on the tourism industry were both immediate and severe. At the end March the term “shuttering” became common speak as hotels in every market closed their doors. Perhaps hardest hit was Hawaii with a 90.7% drop in occupancy to 7%. During this same time STR reported that three quarters of all hotel rooms across the country were sitting vacant. There has been slight recovery in the third quarter of the year, but 2020 year-end forecasts still predict a 37.1% decline over 2019.

Furthermore STR predicts that U.S. hotel demand will not return completely to pre-pandemic levels until 2023, in fact “we expect it to take 11 quarters for the number of room nights sold to rise to the corresponding levels of 2019,” said Jan Freitag, STR’s senior vice president of lodging insights.

U.S. Forecast - % Change (June 2020 Update)

Key Performance Indicators (% Change vs. Prior Year)
2019A-2020F-2021F

Metric	2019 Actual	2020 Forecast	2021 Forecast
Supply	+2.0%	-4.4%	+5.5%
Supply (Total Room Inventory)*	+2.0%	+1.4%	+1.3%
Demand	+1.9%	-36.2%	+35.4%
Occupancy	-0.1%	-37.1%	+33.7%
ADR	+0.9%	-21.4%	+5.2%
RevPar	+0.8%	-50.6%	+40.6%

Source: ` , 2020 © CoStar Reality Information, Inc

REGIONAL OUTLOOK

What were originally believed to be the very first cases of COVID 19 in the U.S. were discovered in Seattle around the first of March 2019. Demand for business and leisure travel quickly plummeted and by the first week of April hotel occupancies were hovering at around 10%. Soon other large cities in the Northwest experienced similar declines, although none quite as severe as Seattle. The pandemic, coupled with civil unrest, has hampered the already slow recovery for large cities as traveler sentiments favor rural destinations, which are viewed as safe and provide wide open spaces.

The economic effects are devastating. Tourism Economics, an Oxford Economics Company, provided the below analysis for the eight-week period between June 7 and August 1, 2020 as reported by the U.S. Travel Association:

Weekly Year on Year Change in Visitor Spending for Washington State (in millions)

Week ending	June 13	June 20	June 27	July 4	July 11	July 18	July 15	August 1
Visitor spending	-\$273	-\$265	-\$255	-\$214	-\$247	-\$245	-\$244	-\$222

The loss in state taxes due to the fall out in visitor spending over the same time period, just eight short weeks, is estimated at \$24 million.



TRI-CITIES AREA OUTLOOK

The impact of the pandemic has been challenging for all communities, but the Tri-Cities was especially hard hit. In April, confirmed cases of the virus in Benton and Franklin Counties lagged behind the rest of the state. By mid-May the number of residents infected per capita rose rapidly.

As the summer months began Benton and Franklin Counties found themselves in the unenviable position of being identified as a “hot spot” in Washington State and not suitable for moving to the more desirable phases of the Governor’s Safe Start Washington recovery plan. This hit the tourism industry especially hard as the modified Phase 1 prohibited most non-essential travel, all inside dining, and for months only take-out was allowed for restaurants and wineries.

Visit Tri-Cities took proactive measures, promoting tourism related businesses to local residents and encouraging increased patronage to create financial support for the industry. The return of visitors has been slow but continues to inch forward.

The positive news is that studies show traveler sentiments indicate that once they are able to travel, visitors are looking forward to family trips to locations that can be reached by car and that feature outdoor recreation, wide open spaces and clean and safe facilities.

We will continue our efforts to secure conventions and sporting events but will refocus new campaigns on the leisure traveler with features such as Bandwango packaged experiences and community passes.



2020 Performance January - August				
	OCC	ADR	RevPar	RevPar vs Prior Year
Seattle	36.8%	\$133.49	\$49.17	-67.5%
Spokane	41.9%	\$90.59	\$37.95	-52.3%
Tacoma	51.9%	\$91.42	\$47.47	-39.5%
Tri-Cities	40.3%	\$83.90	\$33.78	-44.8%
Vancouver	50.3%	\$91.61	\$46.06	-45.5%
Yakima	34.2%	\$82.97	\$28.37	-48.1%

COMPETITIVE SITUATION ANALYSIS

In order to promote the Tri-Cities as a preferred destination for group, business and leisure travelers, it is important to recognize both the strengths and challenges within our community and to set sales strategies accordingly.

CONVENTION & SPORTS

Destination Strengths

- Variety of Hotels
- Sports infrastructure
- Positive Relationship Between Hotels and Meeting Venues
- Three Rivers Convention Center
- HAPO Center
- Strong Sports Council
- Competitive Pricing
- Complimentary parking and wi-fi offered at all hotels and meeting venues
- Opportunity Funds Available

Destination Challenges

- Lack of Hotel Capable for 300+ Room Block
- Meeting venues with larger meeting space in competing locations
- Lack of Resort-Style Hotels with Meeting Space
- Number of Meeting Rooms & Exhibit Space Available Under One Roof at Large Facilities
- Lack of sports officials
- Lack of Multi-Use Sports Facilities
- Number of hotel rooms within walking distance of Convention Centers
- Planners inability to make decisions in the current COVID-19 environment
- Lack of sports field availability
- Distance from I-5 corridor vs. competition
- Destinations at more advanced Safe Start Washington Phases than Tri-Cities are able to allow groups to gather, including larger sized groups.

LEISURE TRAVEL

Destination Strengths

- Heart of Washington Wine Country
- Agritourism Assets: Farmers' Markets and Festivals
- Travel Writer Outreach
- STEM Tourism Assets
- Hanford B Reactor Tours
- Water2Wine Cruise
- Trail Systems
- Weather
- Water Recreation
- Quality Restaurants & Retail Businesses
- Riverfront Amenities

Destination Challenges

- Seasonal Demand
- Mountain & Snow Winter Driving
- Difficult to Track
- Budget Sensitive
- Heavy Weekend Traffic on I-90
- Perceived Lack of Family Activities
- Price of Airfare / Inconvenience of Air Travel



BUSINESS TRAVEL

Destination Strengths

- Less Price Sensitive for Airfare and Hotels
- Recently Expanded Tri-Cities Airport
- Mid-week Demand Complements Weekend and Convention Groups
- Direct Flights From Denver, Salt Lake City, Seattle, Mesa/Phoenix, San Francisco and Minneapolis

Destination Challenges

- Destination Choice not Influenced by Outside Forces
- Very Dependent on Hanford Business Trends
- Some flights cancelled in 2020 may be slow to return
- Mostly Mid-Week Travel
- Business travel reductions due to Covid-19

GUEST ROOM PRODUCTIVITY

Market Segments	2019 Actuals	2020 Forecast*	2021 Goals
Convention Bookings	20,955	18,221	18,000
Conventions Cancelled due to COVID		-20,166	
Sports Bookings	25,085	9,331	20,000
Sports Cancelled due to COVID		-23,605	
Total Sports & Conventions	46,040	-16,219	38,000

REQUEST FOR PROPOSAL (RFP) PRODUCTION

	2019	2020	2021
Leads Issued			
Qtr 1	40	60	45*
Qtr 2	64	18	55*
Qtr 3	74	30*	60*
Qtr 4	87	42*	75*
Total	265	150	235

* Estimated Production

MEETINGS & CONVENTIONS



18,000
GUEST ROOMS BOOKED



\$4,800,950
ECONOMIC IMPACT



\$2,160,000
DIRECT HOTEL SPENDING

CONVENTION SALES

The outlook for large conventions in the near term (2021) is somewhat concerning. The pandemic has turned the meetings industry upside down. Visit Tri-Cities has worked on the local and state level to create a path forward to allow groups to meet when protocols are observed, but the progress has been slow. Without a clear definition of when people can congregate, meeting planners are unable to make decisions. However, the recent turn of events has taught us that people need social interaction and the meetings and conventions segment will recover, albeit slower than business, leisure, and tournament-based travel. Destination Analysts conducted a national survey of 300 meeting planners in June of 2020 and they found that for those planners postponing events due to the pandemic, over 60% indicated it would be April of 2021 or later before the events take place and 48.5% indicated that at least a portion of any live event would include a virtual component. Furthermore, the sentiment by 71% of planners was that it will be the second half of 2021 or beyond before meetings return to normal. The typical booking window for conventions in the Tri-Cities is one to two years out on average, which will mean the competition will be fierce in 2021, not only to book events taking place in 2021, but to secure events for 2022 and beyond in what will clearly be a "buyer's market".

2021 ACTIONS

Sales Blitzes: Develop two separate multi-day sales blitzes in Spring (Olympia) and Fall (location to be determined). If face to face sales appointments are not feasible, virtual events with meeting planners may be substituted.

Customer Events: Organize meeting planner customer luncheon in the spring to promote the Tri-Cities as a destination. Event to be held in conjunction with Spring Sales Blitz.

Arrange and host an offsite dinner and reception to be held during the Washington Society of Association of Executives 2021 Annual Conference taking place in the Tri-Cities June 9-11, 2021.

Meeting Planner FAM Tours: Host qualified meeting planners for individuals, customized FAM tours.

Relationships: Continue staff attendance at Washington Society of Association Executives (WSAE) and Meeting Professionals International (MPI) Washington Chapter and Professional Convention Management Association (PCMA) monthly/quarterly meetings to strengthen relationships with key meeting planners.

Opportunity Fund: Utilize the opportunity fund specifically to offset costs for groups that block more than 300 rooms per night city-wide.

Regional/State/National Conferences and Tradeshow: Attend the 2021 National Tour Association (NTA), Washington Society of Association Executives (WSAE) and Meeting Professionals International (MPI) Cascadia Annual Conferences. Participate in additional sponsorship opportunities at each of these events for increased exposure.

CONVENTION SALES PROGRAM TOTAL: **\$56,010**

Advertising

Misc. Ad projects: \$600 in Feb, July, Sept = \$1,800

Cvent – enhanced listing on meeting planner website = \$6,000 (Sept)

DMAI –EmpowerMINT = \$3,200 (Jan)

Northwest Meetings and Events: (\$2,500 each in Jan, Apr, July and Oct) = \$10,000

Meetings News Northwest: Book of Lists (Oct) = \$4,500

Trade Shows

Meeting Planner Intl.: Registration (\$300), buyer program (\$675) fees = \$975 (Jan)

Meeting Planner Intl.: Sponsorship = \$1,000 (Feb)

Washington Society of Association Executives: Convention registration for 2 staff @ \$400 each = \$800 (May)

Society of Government Meeting Professionals Winter Workshop: registration = \$100 (Jan)

National Tour Association = \$1,600 (Oct)

Travel

Mileage for site inspections when VTC mobile is not available = \$800 per year

Professional Convention Management Association: attend 2 meetings per year; Apr and June at \$500 each = \$1,000 Washington

Society of Association Execs: attend 2 meetings per year; May and Oct at \$500 each = \$1,000

Meeting Planners Intl.: Annual Convention: hotel, meals, and flight = \$1,000 (Mar)

Olympia Spring Sales Blitz: \$500 per staff person, 4 people = \$2,000 (Mar)

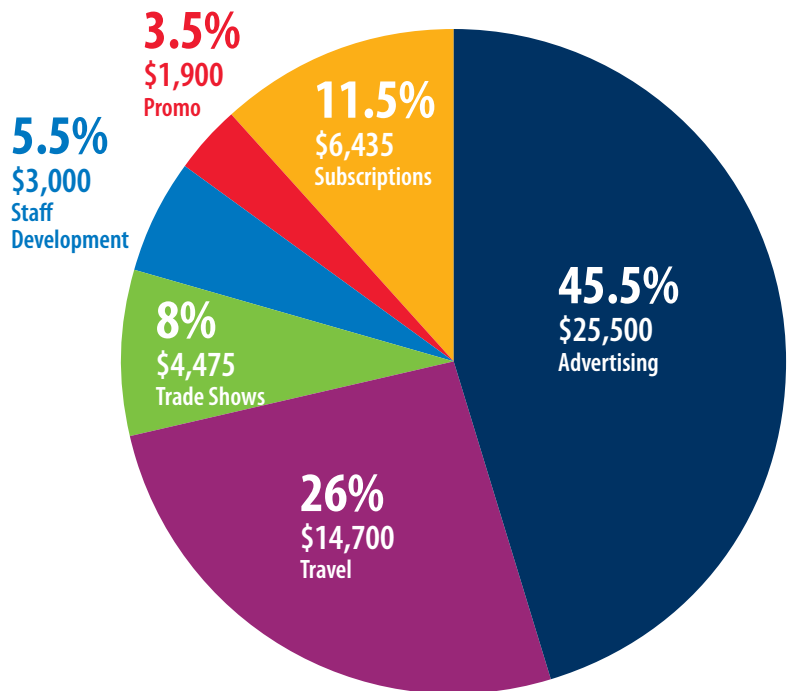
Fall Sales Blitz: \$500 per staff, 4 people = \$2,000 (September)

Washington Society of Association Execs Convention: hotel, meals, travel for 2 staff @ \$500 each = \$1,000 (Jun)

Training Classes: continuing education courses for 2 staff, hotel, meals and travel @ \$2,000 per session (May and Aug) = \$4,000

Society of Government Meeting Professionals Winter Workshop: hotel, meals, travel= \$300 (Feb)

National Tour Association: hotel, meals, travel = \$1,600 (Oct)



Promo Items

Amenities: \$400: April, July and Sept = \$1,200

Logo'd items: \$350 in Feb and Aug = \$700

Staff Development

Continuing Education Training Courses: 3 staff to attend, \$1,000 registration in March, May and Aug = \$3,000

Dues & Subscriptions

Washington Society Association Executives Sapphire level sponsorship \$2,550 (Jan)

Washington Society Association Executives Dues \$265 each for 2 staff due = \$530 (June)

Meeting Planners International Dues \$375 (Dec)

Society Government Meeting Professionals Dues \$400 (Apr)

Religious Conference Management Association Dues \$195 (May)

Professional Conference Management Association Dues \$485 (Mar)

National Tour Association Dues \$700 (Feb)

Christian Meetings & Conventions Association Dues \$250 (Jan)

Military Reunion Connection Dues \$250 (Feb)

NTA Sponsorship \$700 (Oct)

SPORTS EVENTS



20,000

GUEST ROOMS BOOKED



\$6,250,000

ECONOMIC IMPACT



\$2,200,100

DIRECT HOTEL SPENDING

The outlook for sporting events and tournaments is a little brighter, perhaps in part because the attendees are so eager to return to normalcy. Coupled with this is the fact that many sporting events take place outdoors where it is easier to practice healthy protocols. There will be challenges to accommodate the changing schedule of events as high school state athletics move fall sports from 2020 to spring of 2021, creating scheduling conflicts and compression for the demand of facilities.

2021 ACTIONS

- **Sports Council:** Organize and administer activities for the Tri-Cities Sports Council.
- **Advertising:** Place print and digital advertising as appropriate in publications such as: Sports Events, Sports Destination Management, and Connect Sports.
- **Sales Blitz:** Conduct two days of dedicated face to face sales calls in October.
- **Promote Resources:** Update the sports facilities guide.
- **FAM Tours & Services:** Arrange both virtual and in-person site inspections for tournament planners, provide tools and information for promotional purposes and provide on-site support to tournament planners during their events.
- **Opportunity Fund:** Utilize the opportunity fund specifically to offset tournament costs for groups that block more than 300 rooms per night city-wide.
- **Tradeshows:** Promote the Tri-Cities as a premier sports destination at National Tradeshows Events such as TEAMS, S.P.O.R.T.S, Esports Travel Summit, and Sports ETA.
- **Customer Events:** Sponsor events at annual national sports tradeshows.
- **Bidding Fees:** Bid on new regional/national level tournaments that demand bidding fees to host events.

SPORTS PROGRAM TOTAL: \$71,910

Advertising

Miscellaneous Ads to support tournaments: \$925
(\$100 Jan; \$150 Mar; \$325 May; \$200 Nov; \$150 Dec)

Sports Events Magazine Featured Listing = \$1,000 (Dec)

Printed Sports Facilities Map = \$800 (Jun)

Bid Fees

USTA Tennis = \$5,000 (Aug)

National Association of Intercollegiate Athletics, Softball Opening Rounds = \$5,000 (May)

Iron Man Triathlon = (\$15,000 in July)

Promo Items

Sports Amenities: \$600 (Apr, Sept) = \$1,200

Trade Shows

TEAMS Conference: registration = \$2,600 (Feb)

TEAMS Conference: sponsorship = \$7,400 (Feb)

S.P.O.R.T.S-Relationship Conference: registration \$1,400, sponsorship \$4,500 = \$5,900 (Mar)

National Association of Sports Commissions (NASC) Symposium: \$1,395 for staff #1, \$995 for staff #2 = \$2,390 (Dec)

Connect Sports Marketplace: registration \$4,250, sponsorship \$6,750 = \$11,000 (Mar)

eSportsTravel Summit: registration = \$1,400 (Feb)

Travel

National Association of Sports Commissions (NASC) Symposium: \$1,420 per staff (Hotel-\$180 x 4 = \$720; Airfare-\$575; Meals-\$125) = \$1,420 (Apr)

TEAMS Conference: (Hotel-\$180 x 4 = \$720; Airfare-\$875; Meals-\$150) = \$1,745 (Oct)

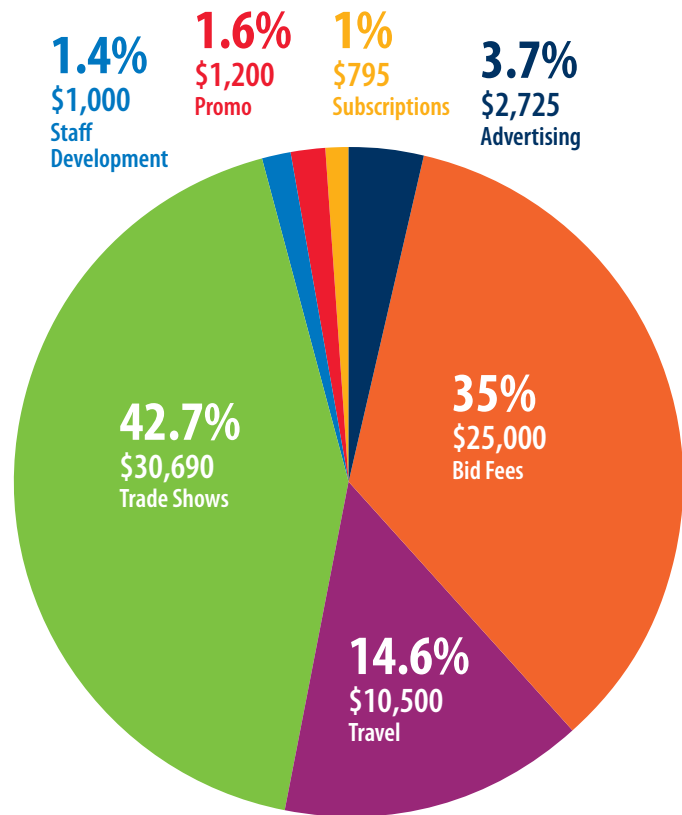
S.P.O.R.T.S-Relationship Conference: (Hotel-\$180 x 4 = \$720; Airfare-\$875; Meals-\$150) = \$1,745 (Sept)

Connect Sports Marketplace: (Hotel = \$950, Airfare = \$700, Meals = \$150) = \$1,800 (Aug)

eSportsTravel Summit: (Hotel-\$180 x 3 = \$540; Airfare-\$800; Meals-\$150) = \$1,490 (July)

Staff Development, Continuing Education Travel: \$2,000 in May = \$2,000

Mileage for site inspections when VTC mobile is not available = \$300 per year



Staff Development

Continuing Education Training Courses: \$1,000
registration in July = \$1,000

Dues & Subscriptions

National Association of Sports Commissions (NASC) Membership: \$795 (Dec)

TOURIST DEVELOPMENT

2021 ACTIONS

- **Website:** The Visit Tri-Cities website, VisitTri-Cities.com, is the one of the organization's primary marketing tools and all campaigns direct consumers to the website. In early 2021 Visit Tri-Cities will launch a newly designed website featuring improved digital technology and user interface/user experience capabilities.
- **Promote the Destination:** Promote increased leisure travel through development of campaigns targeting wine enthusiasts, golfers, outdoor adventurers and STEM tourism; particularly those visitors residing within a few hours drive.
- **TBEX:** In August the Tri-Cities will host TBEX, which will attract 550-600 travel bloggers to the region. While here they will enjoy four days of activities and 50 select bloggers will be hosted for pre-conference familiarization experiences. The exposure the community will receive as these 550 content creators share their experiences with their followers is invaluable and unparalleled to previous media outreach efforts.
- **Travel Trade Shows:** Target wine enthusiasts through Taste Washington (tentative) and Vintage Spokane.
- **Materials:** Develop marketing materials including the Official Tri-Cities Visitor Guide. In 2021 we will migrate to digital publications, reducing the number of hard copy marketing pieces produced. Most visitors access information digitally and in a post-Covid environment many people are leary of traditional paper publications. Digital publications are also easier to update and keep current, which benefits the user as well as tourism-based businesses and attractions.
- **Advertise:** Digital and social media advertising will supplement the traditional advertising. The advertising budget calls for a little more flexibility to target not only seasonal needs as they arise, but to allow for flexibility. Government regulations for travel are uncertain and consumer sentiment may change the way people travel and what attractions are popular. Our marketing strategies and campaigns will be nimble and will primarily focus on drive-in markets until consumer confidence in air travel returns. The Puget Sound region will continue to be key for regional campaigns because the largest population is centered there. National campaigns will be added where it makes sense.
- **Social Media:** Visit TRI-CITIES promotes the destination through Tri-Cities WA (24,976 followers) on Facebook, as well as through Twitter, Instagram, and Pinterest.
- **Technology:** We will continue to lead the industry in technology and improve visitor experience by investing in programs and platforms such as Bandwango (visitor passes and packages); SkyNav (virtual 360 tours of community attractions) See Source (consumer analytics) and Kuula (virtual site inspections for meeting and sports facilities).
- **Tri-Cities Wine Tourism Council:** There has long been the need to assist wine industry related businesses in becoming more cohesive and organized in order to market the region. Visit Tri-Cities staff provides management and leadership for the Tri-Cities Wine Tourism Council, which works on marketing projects designed to increase wine tourism.
- **Packages:** Work with member hotels to showcase their existing packages to travel media and on the Visit Tri-Cities website.
- **Consumer e-News:** User generated content on the website and social media channels will be supplemented by quarterly consumer newsletters targeted to interest groups (outdoor recreation, wine, science) to compel readers to plan leisure travel to the region.

TOTAL TOURISM DEVELOPMENT PROGRAM COST: \$612,175

Advertising

WTA State Official Visitor Guide: \$3,900 (Nov)
(Remainder Paid by Hotel-Motel Tax)

Social Media/Google Ads = \$1,000 (Jan, June,
Nov) \$2,000 (Feb, Mar, Apr, May, July, Aug, Sept,
Oct) \$600 (Dec) = \$19,600

Television Commercials in Puget Sound Region
\$25,000 each for Spring (May/June) and Fall (Aug/
Sept) = \$50,000

Digital Ad Campaigns targeting group, sports,
leisure travel, varying by market and time frame
as needed = \$450,000 (\$112,500 per quarter,
Mar, June, Sept, Dec)

Trade Shows

Spokane Wine Show "Vintage Spokane" in May =
\$2,065

Travel

Tri-Cities Wine Tourism Council: Travel allowance
to support Tradeshows \$600 each show, 1 staff
member (Mar, Sept) = \$1,200

Training Classes: continuing education courses
for 3 staff, hotel, meals and travel @ \$2,000 per
session (Mar, May, and Sept) = \$6,000

Staff Development

Continuing Education Training Courses: 4 staff to
attend, \$1,000 registration in Mar, May, July and
Sept = \$4,000

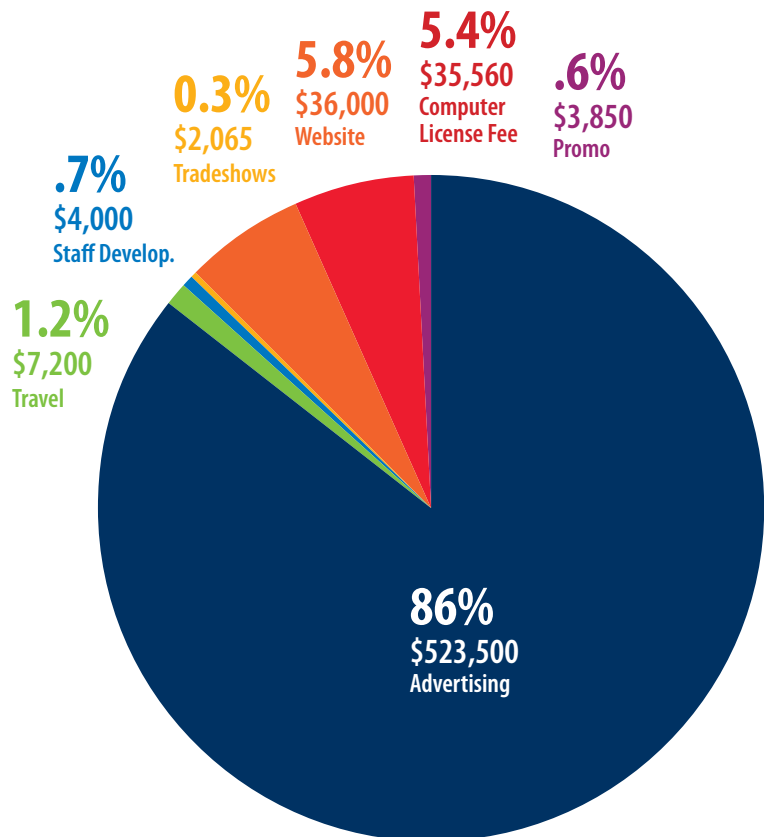
Website / Internet Marketing

Invest in Search Engine Optimization for new
website: SEO Package \$9,000 a quarter (Jan, Apr,
July, Oct) = \$36,000

Promo Items

Registration Bags in Feb = \$1,450

Logo'd Swag \$1,200 in Apr and Aug = \$2,400



Computer Licensing Fee

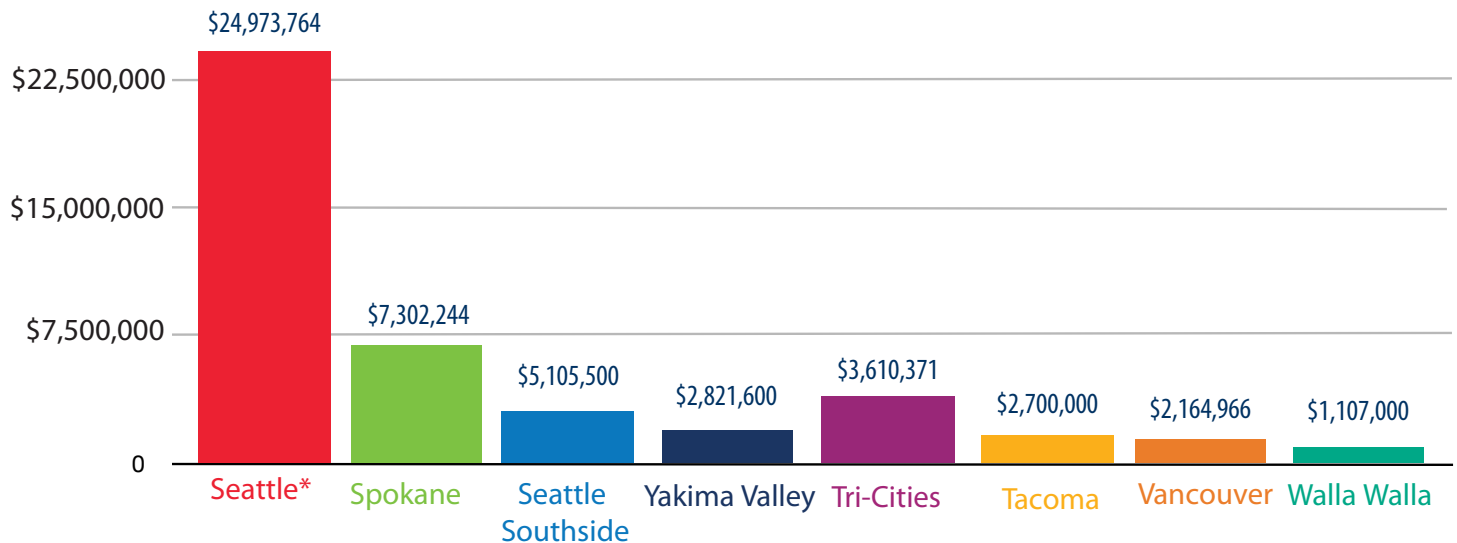
Website Hosting Fee: \$25,000 annually = (\$6,250
a quarter, March, June, Sept, Dec)

iDss: \$2,250 per quarter (March, June, September,
December)

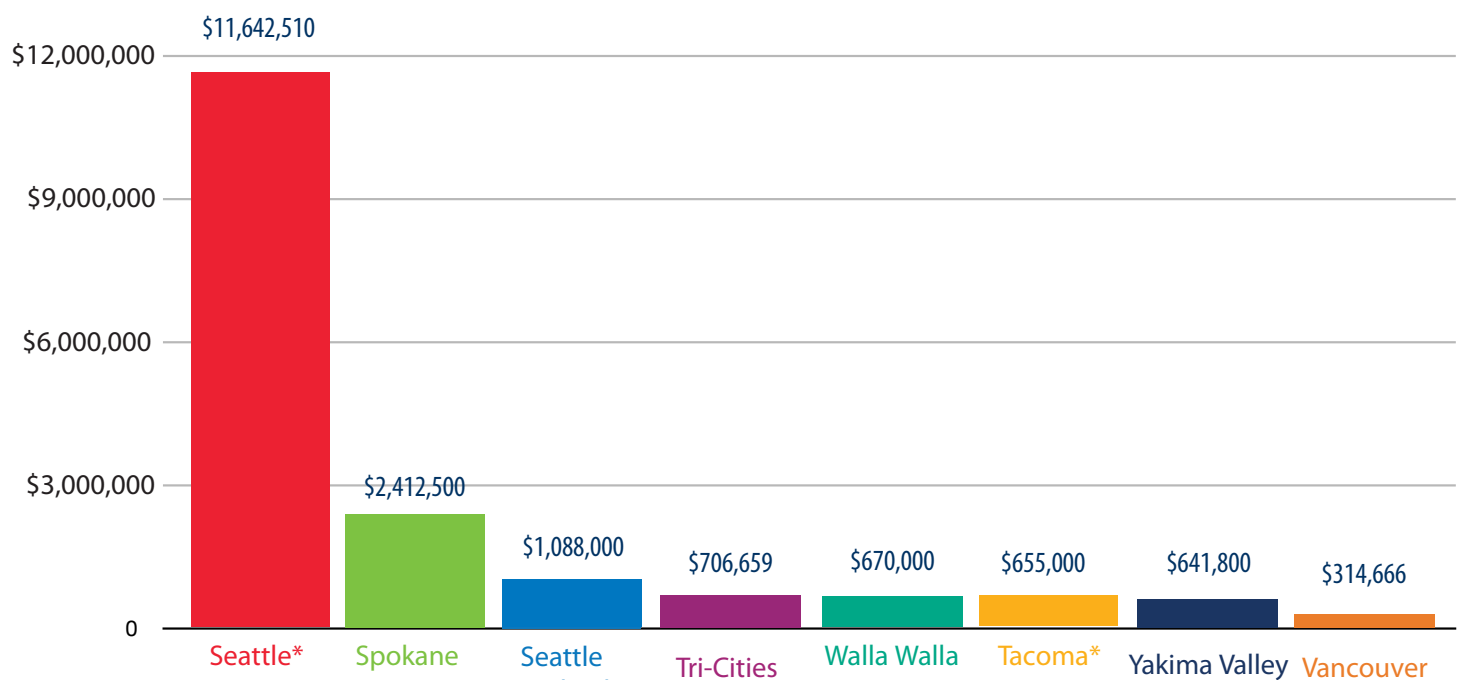
Blue Buzzard: \$130 monthly = \$1,560

DESTINATION MARKETING ORGANIZATION (DMO) FUNDING COMPARATIVE

The following chart provides historical look at a total budget comparative (including Hotel Motel Tax, Membership Investments and Tourism Promotion Assessment) in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:



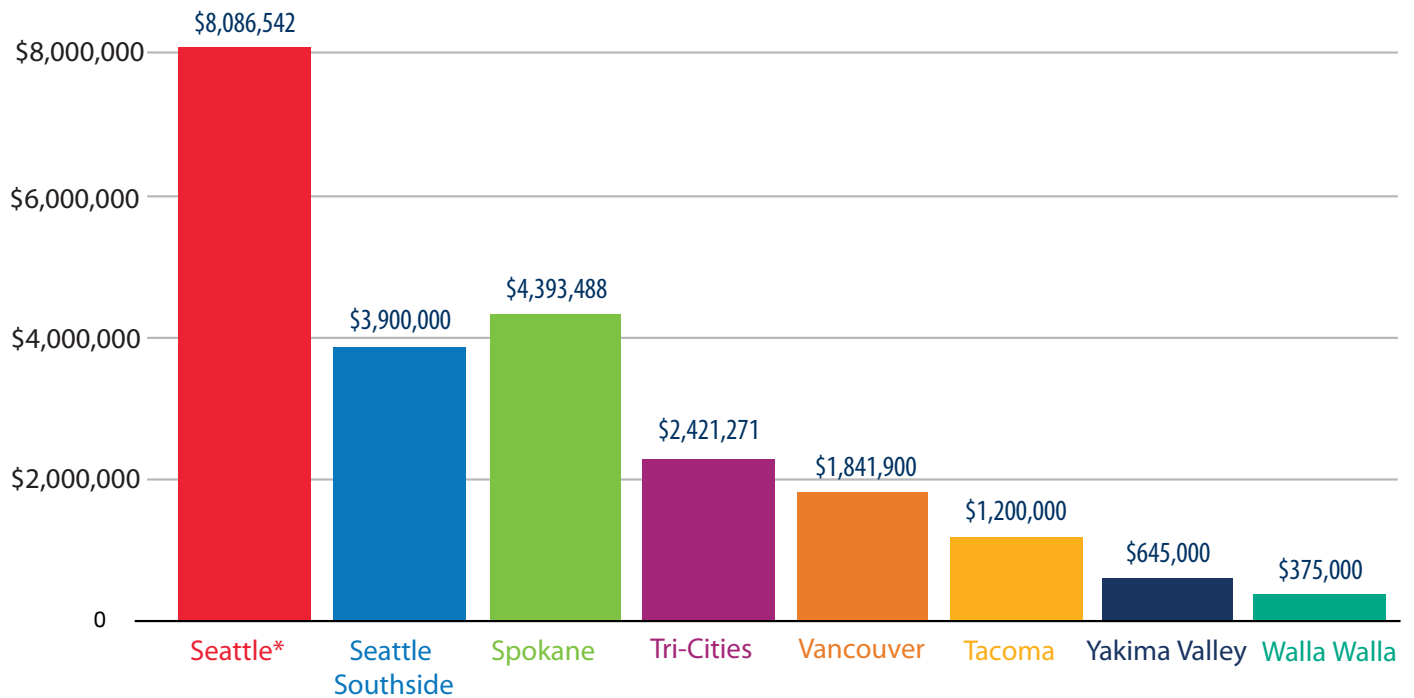
The following chart provides historical look at hotel-motel tax investments in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:



* Includes Sports Council



The following chart provides historical look at a tourism promotion assessments in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:





APPENDIX

CONVENTION, TOUR, & GROUP SALES

APPENDIX

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Advertising	\$5,700	\$600	\$0	\$2,500	\$0	\$0	\$3,100	\$0	\$6,600	\$7,000	\$0	\$0	\$25,500
Travel	\$800	\$300	\$3,000	\$500	\$2,500	\$1,500	\$0	\$2,000	\$2,000	\$2,100	\$0	\$0	\$14,700
Trade Show	\$1,075	\$1,000	\$0	\$0	\$800	\$0	\$0	\$0	\$0	\$1,600	\$0	\$0	\$4,475
Staff Development	\$0	\$0	\$1,000	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$3,000
Promo items	\$0	\$750	\$0	\$0	\$0	\$0	\$400	\$350	\$400	\$0	\$0	\$0	\$1,900
Dues/Subsc.	\$2,800	\$950	\$485	\$400	\$195	\$530	\$0	\$0	\$0	\$700	\$0	\$375	\$6,435
Totals:	\$10,375	\$3,600	\$4,485	\$3,400	\$4,495	\$2,030	\$3,500	\$3,350	\$9,000	\$11,400	\$0	\$375	\$56,010

Advertising:

Misc. Ad projects: \$600 in Feb, July, Sept = \$1,800
 Cvent – enhanced listing on meeting planner website = \$6,000 (Sept)
 DMAI –EmpowerMINT = \$3,200 (Jan)
 Northwest Meetings and Events: (\$2,500 each in Jan, Apr, July and Oct) = \$10,000
 Meetings News Northwest: Book of Lists (Oct) = \$4,500

Travel:

Mileage for site inspections when VTC mobile is not available = \$800 per year
 Professional Convention Management Association: attend 2 meetings per year; Apr and June at \$500 each = \$1,000 Washington
 Society of Association Execs: attend 2 meetings per year; May and Oct at \$500 each = \$1,000
 Meeting Planners Intl.: Annual Convention: hotel, meals, and flight = \$1,000 (Mar)
 Olympia Spring Sales Blitz: \$500 per staff person, 4 people = \$2,000 (Mar)
 Fall Sales Blitz: \$500 per staff, 4 people = \$2,000 (September)
 Washington Society of Association Execs Convention: hotel, meals, travel for 2 staff @ \$500 each = \$1,000 (Jun)
 Training Classes: continuing education courses for 2 staff, hotel, meals and travel @ \$2,000 per session (May and Aug) = \$4,000
 Society of Government Meeting Professionals Winter Workshop: hotel, meals, travel= \$300 (Feb)
 National Tour Association: hotel, meals, travel = \$1,600 (Oct)

Trade Shows:

Meeting Planner Intl.: Registration (\$300), buyer program (\$675) fees = \$975 (Jan)
 Meeting Planner Intl.: Sponsorship = \$1,000 (Feb)
 Washington Society of Association Executives: Convention registration for 2 staff @ \$400 each = \$800 (May)
 Society of Government Meeting Professionals Winter Workshop: registration = \$100 (Jan)
 National Tour Association = \$1,600 (Oct)

Staff Development:

Continuing Education Training Courses: 3 staff to attend, \$1,000 registration in March, May and Aug = \$3,000

Promo Items:

Amenities: \$400: Feb, July and Sept = \$1,200
 Logo'd items: \$350 in Feb and Aug = \$700

Dues and Subscriptions:

Washington Society Association Executives Sapphire level sponsorship: \$2,550 (Jan)
 Washington Society Association Executives Dues: \$265 each for 2 staff due = \$530 (June)
 Meeting Planners International Dues: \$375 (Dec)
 Society Government Meeting Professionals Dues: \$400 (Apr) Religious
 Conference Management Association Dues: \$195 (May) Professional
 Conference Management Association Dues \$485 (Mar) National Tour
 Association Dues \$700 (Feb)
 Christian Meetings & Conventions Association Dues: \$250 (Jan)
 Military Reunion Connection Dues: \$250 (Feb)
 NTA Sponsorship: \$700 (Oct)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Advertising	\$100	\$0	\$150	\$0	\$325	\$800	\$0	\$0	\$0	\$0	\$200	\$1,150	\$2,725
Bidding Fees	\$0	\$0	\$0	\$0	\$5,000	\$0	\$15,000	\$5,000	\$0	\$0	\$0	\$0	\$25,000
Travel	\$300	\$0	\$0	\$1,420	\$2,000	\$0	\$1,490	\$1,800	\$1,745	\$1,745	\$0	\$0	\$10,500
Trade Show	\$0	\$11,400	\$16,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,390	\$30,690
Staff Development	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,000
Promo items	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$1,200
Dues/Subsc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$795	\$795
Totals:	\$400	\$11,400	\$17,050	\$2,020	\$7,325	\$800	\$17,490	\$6,800	\$2,345	\$1,745	\$200	\$4,335	\$71,910

Advertising:

Miscellaneous Ads to support tournaments: \$925 (\$100 Jan; \$150 Mar; \$325 May; \$200 Nov; \$150 Dec)
Sports Events Magazine Featured Listing = \$1,000 (Dec)
Printed Sports Facilities Map = \$800 (Jun)

Bidding Fees:

USTA Tennis = \$5,000 (Aug)
National Association of Intercollegiate Athletics, Softball Opening Rounds = \$5,000 (May)
Iron Man Triathlon = (\$15,000 in July)

Travel:

National Association of Sports Commissions (NASC) Symposium: \$1,420 per staff (Hotel-\$180 x 4 = \$720; Airfare-\$575; Meals-\$125) = \$1,420 (Apr)
TEAMS Conference: (Hotel-\$180 x 4 = \$720; Airfare-\$875; Meals-\$150) = \$1,745 (Oct)
S.P.O.R.T.S-Relationship Conference: (Hotel-\$180 x 4 = \$720; Airfare-\$875; Meals-\$150) = \$1,745 (Sept)
Connect Sports Marketplace: (Hotel = \$950, Airfare = \$700, Meals = \$150) = \$1,800 (Aug)
eSportsTravel Summit: (Hotel-\$180 x 3 = \$540; Airfare-\$800; Meals-\$150) = \$1,490 (July)
Staff Development, Continuing Education Travel: \$2,000 in May = \$2,000
Mileage for site inspections when VTC mobile is not available = \$300 per year

Trade Show:

TEAMS Conference: registration = \$2,600 (Feb)
TEAMS Conference: sponsorship = \$7,400 (Feb)
S.P.O.R.T.S-Relationship Conference: registration \$1,400, sponsorship \$4,500 = \$5,900 (Mar)
National Association of Sports Commissions (NASC) Symposium: \$1,395 for staff #1, \$995 for staff #2 = \$2,390 (Dec)
Connect Sports Marketplace: registration \$4,250, sponsorship \$6,750 = \$11,000 (Mar)
eSportsTravel Summit: registration = \$1,400 (Feb)

Staff Development:

Continuing Education Training Courses: \$1,000 registration in July = \$1,000

Promo Items:

Sports Amenities: \$600 (Apr, Sept) = \$1,200

Dues and Subscriptions:

National Association of Sports Commissions (NASC) Membership: \$795 (Dec)

TOURISM DEVELOPMENT

APPENDIX

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Advertising	\$1,000	\$2,000	\$114,500	\$2,000	\$14,500	\$126,000	\$2,000	\$14,500	\$127,000	\$2,000	\$5,500	\$112,500	\$523,500
Travel	\$0	\$0	\$2,600	\$0	\$2,000	\$0	\$00	\$0	\$2,600	\$0	\$0	\$0	\$7,200
Staff Development	\$0	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$4,000
Trade Show	\$0	\$0	\$0	\$0	\$2,065	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,065
Website	\$9,000	\$0	\$0	\$9,000	\$0	\$0	\$9,000	\$0	\$0	\$9,000	\$0	\$0	\$36,000
Licensing Fees	\$130	\$130	\$8,630	\$130	\$130	\$8,630	\$130	\$130	\$8,630	\$130	\$130	\$8,630	\$35,560
Promo Items	\$0	\$1,450	\$0	\$1,200	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$3,850
Totals:	\$10,130	\$3,580	\$126,730	\$12,330	\$19,695	\$134,630	\$12,130	\$15,830	\$139,230	\$11,130	\$5,630	\$121,130	\$612,175

Advertising:

WTA State Official Visitor Guide: \$3,900 (Nov) (Remainder Paid by Hotel-Motel Tax)

Social Media/Google Ads = \$1,000 (Jan, June, Nov) \$2,000 (Feb, Mar, Apr, May, July, Aug, Sept, Oct) \$600 (Dec) = \$19,600

Television Commercials in Puget Sound Region \$25,000 each for Spring (May/June) and Fall (Aug/Sept) = \$50,000

Digital Ad Campaigns targeting group, sports, leisure travel, varying by market and time frame as needed = \$450,000

(\$112,500 per quarter, Mar, June, Sept, Dec)

Trade Shows:

Spokane Wine Show "Vintage Spokane" in May = \$2,065

Travel:

Tri-Cities Wine Tourism Council: Travel allowance to support Tradeshow \$600 each show, 1 staff member (Mar, Sept) = \$1,200

Training Classes: continuing education courses for 3 staff, hotel, meals and travel @ \$2,000 per session (Mar, May, and Sept) = \$6,000

Staff Development:

Continuing Education Training Courses: 4 staff to attend, \$1,000 registration in Mar, May, July and Sept = \$4,000

Website/ Internet Marketing:

Invest in Search Engine Optimization for new website: SEO Package \$9,000 a quarter (Jan, Apr, July, Oct) = \$36,000

Computer Licensing Fee:

Website Hosting Fee: \$25,000 annually = (\$6,250 a quarter, March, June, Sept, Dec)

iDss: \$2,250 per quarter (March, June, September, December)

Blue Buzzard: \$130 monthly = \$1,560

Promo Items:

Registration Bags in Feb = \$1,450

Logo'd Swag \$1,200 in Apr and Aug = \$2,400

2021 TPA BUDGET

APPENDIX

2021 TPA Budget							
Revenue		2020 Budget	2020 Forecast	2021 Projected Budget		Variance to 2020 budget	Variance to 2020 F/C
	City of Kennewick	\$ 694,098	\$ 425,841	\$ 772,273		78,175	\$ 346,432
	City of Pasco	\$ 338,978	\$ 193,766	\$ 395,117		56,139	\$ 201,351
	City of Richland	\$ 581,105	\$ 335,272	\$ 628,596		47,491	\$ 293,324
1000	Total Revenues:	\$ 1,614,181	\$ 954,879	\$ 1,795,986		181,805	\$ 841,107
						0	\$ -
Expense						0	\$ -
5010	Salaries	\$ 688,727.00	\$461,261	\$ 563,837		-124,890	\$ 102,576
5012	401k	\$ 27,602.00	\$14,668	\$ 22,553		-5,049	\$ 7,885
5015	Health Insurance	\$ 110,793.00	\$77,446	\$ 86,753		-24,040	\$ 9,307
5030	Payroll Taxes	\$ 61,986.00	\$44,648	\$ 50,745		-11,241	\$ 6,097
5035	Accounting Services	\$ 24,747.00	\$24,705	\$ 24,747		0	\$ 42
5050	Telephone & Toll free	\$ 7,500.00	\$8,278	\$ 7,500		0	\$ (778)
5060	Office Expense	\$ 12,000.00	\$8,777	\$ 10,000		-2,000	\$ 1,223
5070	Office Insurance	\$ 4,800.00	\$3,562	\$ 4,200		-600	\$ 638
5080	Postage	\$ 7,500.00	\$6,201	\$ 7,000		-500	\$ 799
5085	VTC Mobile	\$3,660	\$1,566	\$ 3,660		0	\$ 2,094
5090	Equipment Upkeep	\$ 22,500.00	\$15,171	\$ 22,000		-500	\$ 6,829
5095	Capital Expenditures	\$ 8,500.00	\$3,344	\$ 10,000		1,500	\$ 6,656
5100	Office Rent	\$ 63,000.00	\$43,629	\$ 63,000		0	\$ 19,371
5105	Legal/Professional	\$ 2,000.00	\$1,916	\$ 2,500		500	\$ 584
5110	Dues & Subscriptions	\$ 7,200.00	\$5,485	\$ 7,200		0	\$ 1,715
5112	Platform Fees	\$ -	\$0	\$ 41,500		41,500	\$ 41,500
5115	Computer Licensing Fee	\$ 23,000.00	\$20,024	\$ 36,000		13,000	\$ 15,976
5225	Website Maintenance	\$ 20,000.00	\$21,968	\$ 36,000		16,000	\$ 14,032
5230	Training	\$ 10,000.00	\$0	\$ 9,000		-1,000	\$ 9,000
5290	Advertising/Marketing	\$ 312,236.00	\$180,333	\$ 552,091		239,855	\$ 371,758
5300	Promo Items *	\$ 7,000.00	\$5,700	\$ 7,000		0	\$ 1,300
5310	Bid Fees	\$ 13,000.00		\$ 25,000		12,000	\$ 25,000
5313	Customer Events *		\$0	\$ -		0	\$ -
5315	Travel	\$ 43,520.00	\$2,500	\$ 37,200		-6,320	\$ 34,700
5317	Trade Shows	\$ 42,830.00	\$ 12,595	\$ 46,500		3,670	\$ 33,905
5500	Opportunity Fund	\$ 90,000.00	\$ 16,000	\$ 120,000		30,000	\$ 104,000
Total Expenses		\$ 1,614,101	\$1,064,811	\$ 1,795,986			

DESTINATION MARKETING FUNDING COMPARATIVE

APPENDIX

The following chart provides historical look at a **total budget** comparative (including Hotel Motel Tax, Membership Investments and Tourism Promotion Assessment) in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:

Competing City	Bureau Budget	Number of Hotel Rooms	\$ Spent per Room
Visit Seattle & Sports Council	\$24,973,764	14,393	\$1,735
Visit Spokane	\$7,302,244	8,167	\$894
Seattle Southside Tourism Authority	\$5,105,500	8,786	\$581
Visit Tri - Cities	\$3,610,371	4,506	\$801
Yakima Valley Tourism	\$2,821,600	2,424	\$1,164
Travel Tacoma & Sports Council	\$2,700,000	7,200	\$375
Visit Vancouver USA	\$2,164,966	2,900	\$747
Walla Walla Tourism	\$1,107,000	1,000	\$1,107

The following chart provides historical look at **hotel-motel tax investments** in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:

Competing City	Hotel Motel Tax	Number of Hotel Rooms	\$ Spent per Room
Visit Seattle & Sports Council	\$11,642,510	14,393	\$809
Visit Spokane	\$2,412,500	8,167	\$295
Seattle Southside Tourism Authority	\$1,088,000	8,786	\$124
Visit Tri - Cities	\$706,659	4,506	\$157
Walla Walla Tourism	\$670,000	1,000	\$670
Travel Tacoma & Sports Council	\$655,000	7,200	\$91
Yakima Valley Tourism	\$641,800	2,424	\$265
Visit Vancouver USA	\$314,666	2,900	\$109

The following chart provides historical look at a **tourism promotion assessments** in key competitive markets. These figures are based on 2019 projections since it is difficult to forecast for 2020 or 2021 with any degree of accuracy:

Competing City	TPA Collection	Number of Hotel Rooms	\$ Spent per Room
Visit Seattle & Sports Council	\$8,086,542	14,393	\$562
Visit Spokane	\$4,393,488	6,008*	\$731
Seattle Southside Tourism Authority	\$3,900,000	8,786	\$444
Visit Tri - Cities	\$2,421,271	4,506	\$537
Visit Vancouver USA	\$1,841,900	2,900	\$635
Travel Tacoma & Sports Commission	\$1,200,000	7,200*	\$167
Yakima Valley Tourism	\$645,000	2,424	\$266
Walla Walla Tourism	\$375,000	930*	\$403

**Not all hotels contribute to the Hotel Motel Tax and/or Tourism Promotion Assessment.*



7130 W. Grandridge Blvd., Ste. B
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 145-20, Approving a Second Amendment to the Interlocal Agreement for Establishment of a Tri-City Regional Tourism Promotion Area

Department:
City Manager

Ordinance/Resolution Number:
145-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 145-20, authorizing the City Manager to sign and execute a second amendment to the interlocal agreement creating a Tri-City Regional Tourism Promotion Area.

Summary:

In 2004, the cities of Richland, Pasco and Kennewick (the "Cities") formed a Tri-City Regional Tourism Promotion Area (TPA) through interlocal agreement, and established a Special Lodging Tax Assessment at \$1.50 per night of stay. In October 2013, the SPA rate increased to \$2.00, and has remained unchanged since that time.

By Resolution received by the Tri-City Regional Hotel-Motel Commission, the Commission is recommending an increase in the Special Lodging Assessment from \$2.00 to \$3.00 per night of stay as permitted by RCW 35.101.050.

The SPA increase can occur only upon approval of all of the Cities, and with amendment to each city's respective ordinance establishing the assessment.

The Cities must also amend the interlocal agreement forming the Tri-City Regional TPA to reflect the \$1.00 increase.

Staff recommends adoption of Resolution No. 145-20.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 145-20
2. Proposed Second Amendment to Tri-City Regional Tourism Promotion Area Interlocal Agreement
3. Tri-City Regional Hotel-Motel Commission Resolution No. 103-20 Increasing the Special Lodging Assessment

RESOLUTION NO. 145-20

A RESOLUTION of the City of Richland authorizing a Second Amendment to the Interlocal Agreement establishing the Tri-City Regional Tourism Promotion Area.

WHEREAS, in 2004, the cities of Richland, Pasco and Kennewick (the "Cities") formed a Tri-City Regional Tourism Promotion Area (TPA) through interlocal agreement, and established a Special Lodging Tax Assessment at \$1.50 per night of stay (see Contract No. 101-04); and

WHEREAS, in October 2013, the SPA rate was increased to \$2.00, and has remained unchanged since that time; and

WHEREAS, by Resolution received by the Tri-City Regional Hotel-Motel Commission, the Commission is recommending an increase in the Special Lodging Assessment from \$2.00 to \$3.00 per night of stay as permitted by RCW 35.101.050; and

WHEREAS, the SPA increase can occur only upon approval of all of the Cities, and with amendment to each city's respective ordinance establishing the assessment; and

WHEREAS, amendment of the interlocal agreement forming the Tri-City Regional TPA to reflect the \$1.00 increase is also required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Second Amendment to the Interlocal Agreement establishing a Tri-City Regional Promotion Tourism Area.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
FOR ESTABLISHMENT OF
TRI-CITY REGIONAL TOURISM PROMOTION AREA
PROVIDING FOR THE INCREASE IN THE
LEVY OF THE SPECIAL LODGING ASSESSMENT
ON LODGING BUSINESSES WITHIN THE
TRI-CITY REGIONAL TOURISM PROMOTION AREA**

BY THIS SECOND AMENDMENT to that Interlocal Cooperation Agreement for Establishment of Tri-City Regional Promotion Area dated the 1st day of June, 2004, entered into by and among the City of Kennewick, the City of Pasco, and the City of Richland, Washington, the parties agree to the following:

WHEREAS, the Special Lodging Assessment was established in 2004 at \$1.50 per night of stay; and

WHEREAS, in 2013, by Resolution received from the Tri-City Regional Hotel-Motel Commission, the Commission recommended an increase in the Special Lodging Assessment from \$1.50 to \$2.00 per night of stay as permitted by RCW 35.101.050; and

WHEREAS, on October 17, 2013 the City of Kennewick, City of Pasco, and the City of Richland, formally approved the increase in the Special Lodging Assessment from \$1.50 to \$2.00 per day, which has since that time remained unchanged, and in doing so the cities amended the Interlocal Cooperation Agreement for Establishment of Tri-City Regional Promotion Area to reflect that change; and

WHEREAS, in 2020, the Washington Legislature approved the amendment of RCW 35.101 by adding RCW 35.101.057 which allows for an increase in the Special Lodging Assessment in excess of the prior limit of two dollars per night of stay allowing up to an additional three dollars per night of stay, upon receipt of signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed charges; and

WHEREAS, a proposal was made to increase the Special Lodging Assessment from \$2.00 to \$3.00 per day of stay as permitted by RCW 35.101.057 and the Tri-City Regional Hotel-Motel Commission has received the requisite signatures as well as the proposed uses and projects to which the proposed revenue from the additional charge shall be put, the total estimate costs, and the estimated rate for the charge as required by RCW 35.101.057; and

WHEREAS, by Resolution received from the Tri-City Regional Hotel-Motel Commission, the Commission is recommending an increase in the Special Lodging Assessment from \$2.00 to \$3.00 per night of stay as permitted by RCW 35.101.057; and

WHEREAS, the increase of the Special Lodging Assessment can only be enacted upon the approval of all of the cities, and amendment of the respective Ordinances establishing the assessment by a majority plus one of each of the City Councils.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the cities agree as follows:

1. That Section 3.A of the Interlocal Cooperation Agreement shall be and hereby is amended and shall read as follows.

3. Levy of Special Lodging Assessments on Lodging Businesses within the Tri-City Regional Tourism Promotion Area.

A. The City Council of each of the Cities shall levy a Special Lodging Assessment on the Operators of Lodging Businesses within their jurisdictions uniformly throughout the Tri-City Regional Tourism Promotion Area as follows:

Classification A:	\$2.00 <u>3.00</u>
Classification B:	\$ -0-

2. All remaining terms, sections, subsections, and conditions of the Interlocal Cooperation Agreement for Establishment of the Tri-City Regional Tourism Promotion Area, dated the 1st day of June, 2004, including all prior amendments thereof, not inconsistent herewith, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Kennewick, the City of Pasco, and the City of Richland, Washington, by their authorized officials have executed this Agreement pursuant to all requirements of law on this __ day of _____, 2020.

CITY OF KENNEWICK

By: _____
Don Britain, Mayor

Attest: _____
Terri L. Wright, CMC, City Clerk

Approved as to form:

Lisa Beaton, City Attorney

CITY OF PASCO

By: _____
Saul Martinez, Mayor

Attest: _____
Debby Barham, City Clerk

Approved as to form:

Eric W. Ferguson, City Attorney

CITY OF RICHLAND

By: _____
Ryan Lukson, Mayor

Attest: _____
Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

RESOLUTION NO. 103-20

**A RESOLUTION FOR THE INCREASE IN THE SPECIAL
LODGING ASSESSMENT**

WHEREAS, a proposal has been submitted to the Commission to recommend an increase in the Special Lodging Assessment rates; and

WHEREAS, the current assessment of \$2.00 per room per day has not been changed since 2014; and

WHEREAS, increasing the marketing funds available from \$2.00 per room per day to \$3.00 per room per day to promote the Tri-Cities as a premier destination will translate into increased visitor spending and economic development for the entire region; and

WHEREAS, the revenues resulting from the increase from \$2.00 to \$3.00 are to be invested in the recruitment of conventions and sports tournaments, and leisure travel for the Tri-Cities region; and

WHEREAS, RCW 35.101.057 now permits an assessment rate in excess of \$2.00 per night of stay and up to \$5.00 per night of stay; and

WHEREAS, any change in the Special Lodging Assessment rate above \$2.00 per night of stay must be initiated by the signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed charges, and such signatures have been collected; and

WHEREAS, any change in the Special Lodging Assessment rate must also be initiated by the affirmative recommendation of the Tri-City Regional Hotel-Motel Commission, and thereafter, approved by the affirmative vote of a majority plus one of each City Council with the cities within the Tourism Promotion area; and

WHEREAS, after due consideration to the proposal, NOW, THEREFORE

IT IS RESOLVED that signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed charges have been provided, and the Tri-City Regional Hotel-Motel Commission recommends to the City Councils of the cities of Kennewick, Pasco, and Richland to, by appropriate legislation, amend the Special Lodging Assessment upon all Class A lodging businesses from \$2.00 per night of stay to \$3.00 per night of stay; and amend the Interlocal Cooperation Agreement for establishment of the Tri-City Regional Tourism Promotion Area, as amended October 17, 2013.

IT IS FURTHER RESOLVED that the Secretary transmit to the City Councils of the City of Kennewick, Pasco, and Richland a copy of this Resolution requesting their affirmative approval.

The number of those voting in favor of the Resolution are 6.

The number of those voting in opposition of the Resolution are 0.

The Resolution is x approved rejected.

By . Secretary



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 146-20, Updating Council Assignments for the 2020-2021 Calendar Years

Department:
City Attorney

Ordinance/Resolution Number:
146-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 146-20, updating the Council assignments for the 2020-2021 calendar years and repealing Resolution No. 24-20.

Summary:

During the regular meeting on October 20, 2020, Council discussed and decided on a number of revisions to the current Council assignments. Resolution No. 146-20 is a housekeeping measure that ratifies the decisions made by Council on October 20, 2020.

The changes include appointment of Councilmember Boring to assignments previously held by former Councilmember Anderson, with the exception of the Lodging Tax Advisory Committee, which will be assigned to Councilmember Christensen. Further, Mayor Lukson will take Mayor Pro Tem Kent's assignment to TRIDEC.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 146-20

RESOLUTION NO. 146-20

A RESOLUTION of the City of Richland updating the Council assignments for the 2020-2021 calendar years and repealing Resolution No. 24-20.

WHEREAS, Richland City Council adopted Resolution No. 24-20 to establish Council liaison/representative assignments for the 2020-2021 calendar years; and

WHEREAS, amendments to the 2020-2021 Council liaison/representative assignments are necessary in light of the appointment of Councilmember Boring to Position No. 2 upon former Councilmember Brad Anderson's resignation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the following councilmembers shall serve as liaison/representative to the following agencies, boards, commissions and committees for the remainder of 2020 and through 2021:

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Councilmember Boring
Code Enforcement Board	Councilmember Boring
Economic Development Committee	Councilmember Christensen
Emergency Operations Board	Mayor Lukson Mayor Pro Tem Kent
Firefighters' Pension Board (Per RCW)	Mayor Lukson, Chair
Library Board	Mayor Pro Tem Kent
Lodging Tax Advisory Committee	Councilmember Christensen*
Parks & Recreation Commission	Mayor Pro Tem Kent
Planning Commission	Councilmember Alvarez
Police Pension Board (Per RCW)	Mayor Lukson, Chair Mayor Pro Tem Kent
Utility Advisory Committee	Councilmember Lemley

*Subject to recusal on any actions involving softball.

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Port of Benton.....	Councilmember Christensen
Port of Kennewick.....	Councilmember Alvarez
Tri-City Regional Chamber of Commerce.....	Councilmember Alvarez

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board	Councilmember Lemley
Benton County 2060 Affordable Housing Steering Comm.	Councilmember Christensen
Benton-Franklin Community Action Committee	Councilmember Alvarez
Benton-Franklin Council of Governments	Mayor Lukson
Benton County Mosquito Control Board	Councilmember Boring
Visit Tri-Cities	Councilmember Lemley
Tri-Cities Development Council (TRIDEC).....	Mayor Lukson

LOCAL, REGIONAL, NATIONAL ORGANIZATIONS

Benton County Solid Waste Advisory Committee	Councilmember Boring
Energy Communities Alliance.....	Mayor Lukson Councilmember Thompson Councilmember Christensen
Hanford Area Economic Investment Fund Committee.....	Councilmember Lemley
Hanford Communities Governing Board.....	Councilmember Thompson
Richland Public Facilities District.....	Councilmember Lemley
Tri-Cities Regional Public Facilities District.....	Mayor Lukson Councilmember Christensen

AD HOC COUNCIL COMMITTEES

Capital Facilities/Improvement Plan Annual Review.....	Mayor Lukson Councilmember Christensen Councilmember Alvarez
--	--

BE IT FURTHER RESOLVED that Resolution No. 24-20 is hereby repealed.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 148-20, Approving the 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild

Department:

Administrative Services

Ordinance/Resolution Number:

148-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 148-20, authorizing the City Manager to sign and execute the 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild.

Summary:

In August 2020, the City entered into negotiations with the Southeast Washington Telecommunicators Guild (SEWTG). SEWTG represents approximately 40 City employees staffing the SECOMM section of Benton County Emergency Services (BCES).

The SEWTG members ratified the proposed agreement on October 9, 2020. The proposed agreement includes a total compensation package within the parameters previously set by City Council. The terms of the agreement are as follows:

* Contract term rolls forward for one (1) year.

* Union members will not absorb any increase in health insurance in 2021 only and cost increases will be covered by the City.

A public hearing will be held on November 3, 2020 to take public comment on the proposed agreement pursuant to Article VI of the Richland City Charter.

Staff recommends adoption of Resolution No. 148-20.

Fiscal Impact:

Terms of the proposed agreement fit within the City's 2021 Budget and City Council's collective bargaining parameters.

Attachments:

1. Resolution No. 148-20
2. Proposed 2021 SEWTG Collective Bargaining Agreement

RESOLUTION NO. 148-20

A RESOLUTION of the City of Richland adopting the 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild and authorizing periodic memorandums of understanding.

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the Southeast Washington Telecommunicators Guild ("SEWTG"); and

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

WHEREAS, the City Manager may desire to enter into memorandums of understanding periodically throughout the term of the agreement with the SEWTG for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2021 Collective Bargaining Agreement with the Southeast Washington Telecommunicators Guild is hereby approved.

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

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the SEWTG for operational or administrative purposes during the term of this Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT BETWEEN
THE CITY OF RICHLAND, WASHINGTON
AND
THE SOUTHEAST WASHINGTON TELECOMMUNICATORS
GUILD

December 21, 2020 through December 19, 2021

Adopted by Resolution No. 148-20, November 3, 2020
Contract # XXX-XX



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Article I. Preamble

This AGREEMENT is entered into by and between the City of Richland, hereinafter referred to as City, and the Southeast Washington Telecommunicators Guild, hereinafter referred to as Guild. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Guild, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, benefits and other terms and conditions of employment.

Article II. Recognition**Section 2.01 *Personnel Ordinance and City Policies***

Richland Municipal Code Title 2, Chapter 28, Personnel Plan, as amended, is incorporated herein by reference and considered a part of this Agreement. In the event of conflict, this Agreement shall prevail.

It is understood that this section in no way restricts the Guild's right to bargain the impacts of any changes to the Personnel Ordinance. The Guild will be provided with draft copies of any proposed changes for review and comment at least 30 days prior to consideration by City Council.

Where City policies are referenced in this Agreement, such policies are available on the City's employee intranet under the policies index.

Section 2.02 *Unit Description*

The City hereby recognizes the Guild, as the exclusive bargaining agent for full-time and part-time classifications enumerated in Exhibit 'A', excluding supervisors.

It is understood that part-time employees shall be subject only to statutory benefits and a prorated share of vacation and sick leave in accordance with this Agreement.

Section 2.03 *Communications and Notices*

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

To the City

Human Resources Manager
City of Richland
625 Swift Blvd. MS-12
Richland, Washington 99352

To the Guild

Emmal, Skalbania and Vinnedge
4241 21st Avenue W., Suite 104
Seattle, Washington 98199-1271

SEWTG President
c/o SECOMM
651 Truman Avenue
Richland, Washington 99352

Article III. Term and Renewal

This Agreement shall be for a term of one (1) year commencing December 21, 2020, and ending the last payroll period of 2021 (December 19, 2021).

Either the City or Guild may request to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than 90 days prior to expiration.

Article IV. Scope and Prevailing Rights**Section 4.01 Basic Agreement**

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Section 4.02 No Discrimination

The City and Guild understand that state and federal law prohibit discrimination, and shall abide by and support Richland Municipal Code section 2.28.105 related to Equal Opportunity Employment.

The City and Guild also agree not to discriminate against any employee because of membership or non-membership in the Guild.

Section 4.03 Management Rights Reserved

All management rights and functions except those which are clearly and expressly limited in this Agreement shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Establish and schedule working hours.
- b. Establish, modify, or change work schedules or standards.
- c. Institute changes in procedures.
- d. Direct the work force, including the right to hire, promote, demote, transfer, reassign, suspend, discipline or discharge any employee. Non-probationary employees shall not be suspended, disciplined or discharged without just cause. Language contained herein and in Section 16.01 will take precedence over any inconsistent language contained in Exhibit 'B'.
- e. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- f. Determine services to be rendered and frequency thereof.
- g. Determine the layout of buildings and equipment, and materials to be used therein.
- h. Determine processes, techniques, methods, and means of performing work.
- i. Determine the size, character and use of inventories.

- j. Determine the administrative organization of the system.
- k. Determine selection, promotion, or transfer of employees.
- l. Determine the size and characteristics of the work force.
- m. Determine the allocation and assignment of work to employees.
- n. Determine policy affecting the selection of new employees.
- o. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- p. Determine administration of discipline.
- q. Determine control and use of City property, materials, and equipment.
- r. Schedule work periods and determine the number and duration of work periods.
- s. Establish, modify, eliminate or enforce rules and regulations.
- t. Place non-bargaining unit work with outside firms.
- u. Determine the kinds and numbers of personnel necessary to execute the City mission.
- v. Determine the methods and means by which such operations are to be conducted.
- w. Require employees, where necessary, to take in service training courses during working hours.
- x. Administer the employee benefits program including but not limited to determining and or modifying premiums, premium structure, eligibility, plan design, benefit levels, deductibles and co-payments; as well as selection of broker, carriers, network and third party administrator.
- y. Determine duties and minimum qualification requirements to be included in any job classification.
- z. Determine the amount, necessity and assignment (compulsory and discretionary) of overtime.
- aa. Take any necessary action to carry out the mission of the City in cases of an emergency or other unusual situation.
- bb. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Article V. Guild Membership And Security

Section 5.01 Guild Membership

Employees shall have the right to refuse to join or participate in the activities of the Guild. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

Section 5.02 Deduction Of Guild Dues

The Guild will notify the City of its dues/fees and assessments. The City will deduct Guild dues/fees and assessments 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 Guild to the City. The City will forward dues/fees and assessments to the Guild each pay period, to the address

and name provided by the Guild, accompanied by a list of dues-paying employees and the amount of their dues and elected Guild-provided benefits.

The Guild hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action arising from the operation of this provision of this Agreement. It is also agreed that neither any employee nor the Guild shall have any claim for error against the City for any deductions made or not made, as the case may be.

Section 5.03 *Revocation of Guild Payment Authorization*

An employee may revoke their authorization for payroll deduction of payments to the Guild by the employee simultaneously providing written notice to the City and the Guild. 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 Manager or Finance Director or directly to the Guild, who will provide the notice to the City.

Section 5.04 *Guild Stewards*

The City recognizes the right of the Guild to designate one (1) president and four (4) additional shift stewards (one (1) per shift) from among the employees covered by this Agreement. It is understood that the Guild may deviate from this arrangement with written consent from the City as long as the total stewards do not exceed the five (5) listed herein. The purpose of these stewards is to administer this Agreement, negotiate new labor agreements and to assist represented employees with the grievance procedure. Except as provided herein, stewards shall not utilize City paid time to carry out their Guild responsibilities.

In addition to the grievance procedure, it is understood that a represented employee may request the presence of a Guild steward during an employer-employee conference when one or more of the following apply: 1) as a part of an investigational interview which may result in a disciplinary action against the employee or another employee; 2) when in the best interest of all involved as determined by the supervisor and steward (disagreements shall be resolved by the SECOMM Manager or Director of Human Resources); and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

When employees request a meeting with a supervisor, he or she may elect to bring a steward or other Guild member along for support, or to act as a witness. If the supervisor wishes to have a one on one meeting with an employee without Guild representation, the employee may request that the supervisor commit to writing that the subject meeting is not investigatory in nature and will not lead to disciplinary action.

Section 5.05 *Guild Release Time*

On a calendar basis, the City shall provide a total amount equal to no more than two (2) hours per represented member of paid time off for stewards to conduct Guild business. For example, a Guild with representation of 50 members shall receive a total of 100 hours of Guild release time on an annual basis. Guild business shall be defined as pursuing the grievance procedure; attendance at labor/management and related meetings; negotiating new/successor labor agreements as well as

permitted employee conferences. It is understood that such release time should not result in an overtime liability. However, due to inadequate staffing situations, the SECOMM Manager and Human Resources Director may determine that such overtime may be incurred as a result of Guild release time. A list of eligible officers and stewards who may draw from the total available Guild release time shall be provided to the City by January 1 of each year.

For the purposes of negotiating new/successor labor agreements, the Guild negotiation team will be provided an additional two (2) hours of total Guild release time per represented employee to be shared among all Guild negotiating team members. A list of eligible negotiating team members shall be provided to the City prior to the hours becoming available for use.

Shift trades may be utilized for the purposes of negotiating new/successor labor agreements. The shift trade between a Guild representative and a Guild member will not count towards their twenty-four (24) allotted shift trades per year.

Eligible officers and stewards shall obtain approval from the immediate supervisor or Manager prior to utilizing Guild Release Time.

When requested by the steward and approved by the City, employees may use their regular paid time off in excess of Guild release time, to attend training, conferences or participate in special projects. Such leave shall be granted with due regard for the needs and staffing of the City's service.

Section 5.06 *Guild Visits*

The City agrees to grant the Guild representative access to employee break areas with advance notice for the purpose of administering this Agreement. In the event the Guild representative requests access to other areas, such access may be granted only when accompanied by a representative of the City. Any employee called away from his workstation (including Guild stewards) to confer with the Guild representative must do so on non-City paid time and remain in such an unpaid status for the duration of the interview. Permission for an employee to leave their workstation must be received in advance from the supervisor.

The Guild agrees to defend, indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

Section 5.07 *Bulletin Boards*

The City shall provide a bulletin board for the Guild's use in an area conveniently accessible to bargaining unit employees. The Guild may maintain the Board for the purpose of notifying employees of matters pertaining to Guild business. All notices shall be signed by a representative of the Guild who is authorized by the Guild to approve Guild notices. Such notices shall not be critical of the City, its employees, management or governing authorities.

Section 5.08 *Professional Standards*

In keeping with professional ideals and standards, neither the Guild 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 VI. Savings Clause**Section 6.01 *State And Federal Obligations***

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.

Section 6.02 *Court Actions*

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 6.03 *Binding*

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed or altered in any way whatsoever except by provision of notice and meeting and conferring prior to implementation of any changes

Due to the inter-local nature of BCES and SECOMM, it is understood that this Agreement shall not be binding on successors or assigns.

Article VII. Full Understanding, Modifications, Waiver

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

It is understood that prior practices which do not conflict with this Agreement shall continue without interruption. Prior practices shall be defined as a practice which has been: 1) unequivocal; and 2) clearly enunciated and acted upon by both parties; and 3) readily ascertainable over a reasonable period of time as fixed and an established practice; and 4) is not in conflict with the Management Rights section of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Consistent with the Preamble Article herein, it is understood that this Article is not intended to thwart routine discussions between the City and Guild regarding the variety of issues which arise from time to time.

Article VIII. Performance of Duty

The City and Guild agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the City agrees it will not lockout its employees and the Guild agrees that there will not be any strikes, slowdown, boycott, blue-flu, mass sick call, work stoppage, or other interference with City functions during the life of this Agreement or any extension thereof.

It is recognized that due to the uniqueness of this City and its emergency police, fire, and medical dispatching responsibilities, a work stoppage at the agency resulting from a secondary picket line will directly place in extreme jeopardy the lives, property, and safety of all citizens served by the City.

In the event any secondary picket line is established at a City location, the Guild shall specifically authorize, direct, and assist said dispatch center employees to cross such picket line, report for work, and carry out their assigned responsibilities. Any refusal to work or failure to cross such picket lines by the members of the bargaining unit shall be a violation of this Agreement and such employees may be disciplined and/or discharged for such action.

Employees who engage in any work stoppages or variations thereupon as stipulated in this Article shall lose all accrued benefits at the time of such action without the right of appeal. Employees shall not be entitled to any benefits or wages whatsoever while engaged in a strike, boycott, slowdown, blue-flu, work stoppage, refusal to perform duties or other interruption of work.

Article IX. Seniority

Section 9.01 Definition

For the purpose of this Agreement, seniority shall be defined as the length of the employee's continuous service with the City, which includes recognition of prior service with the Southeast Communications Center (SECOMM) established under Interlocal Agreement. An employee who is laid off, or takes a position as a non-represented City employee and who has been reinstated or re-appointed at the dispatch center as a represented City employee within six (6) months thereafter shall be deemed to have continuous service. Effective December 24, 2018, the seniority list shall be amended to reflect this section.

Section 9.02 Probationary Period

All original, transfer and promotional appointments shall be tentative and require a probationary period of twelve (12) months, during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees requiring a specialized instruction or a course of training shall have their probationary period extended by an amount of time equal to the time required to complete said training. The appointing authority shall

make a periodic written performance evaluation during the probationary period as required to fully and fairly evaluate satisfactory performance for eligibility for regular full-time employment. Absences of any type that exceed thirty (30)-continuous calendar days shall extend the twelve (12)-month probation by the same duration.

The appointing authority may terminate a probationary employee at any time, without cause, during the probationary period. With the exception of Lead Emergency Communications Dispatcher/Certified Training Officer, employees who fail probation shall not have the right to bump back to their previous or any other position. Said employees may be reinstated by the City Manager, based on a recommendation of the Chief of Police and available vacancy.

Section 9.03 *Layoff*

Employees shall be laid-off in the inverse order of seniority within their classification. In the event of a layoff in the Lead classification, the effected employee or employees shall have the right to “bump” back into the Dispatcher classification based on his or her seniority. Thereafter the least senior employee in the Dispatcher classification shall be laid off. Nothing in this section shall limit the City’s ability to reduce hours, demote or utilize other means of responding to issues related to lack of work, reorganization, or lack of funds.

Section 9.04 *Recall*

Employees laid off in accordance with the Lay Off section of this article shall be retained on a recall list for not less than twelve (12) months following their layoff during which time the City may not hire any new employees into a classification in which layoffs occurred until all employees on recall status have had the opportunity to return. If openings arise, all recall status employees shall be so notified by registered mail to the employee's last known address. If the employee wishes to accept the opening, the employee shall so notify the City within fifteen (15) days of the date of the notice. If the employee fails to respond or does not accept the job, the employee will forfeit all recall rights and be considered to have voluntarily separated from employment. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

Section 9.05 *Termination of Seniority*

Seniority and the employment relationship shall be terminated when an employee: 1) quits, or; 2) is discharged for just cause; or 3) is absent for three (3) consecutive work days without notifying the City; or 4) is laid off and fails to report within fifteen (15) days after having been recalled; or 5) fails to report for work within twenty-four (24) hours after expiration of an authorized leave of absence; or 6) is laid off in excess of one (1) year; or 7) retires or is retired.

Article X. *Hours of Work and Working Schedules*

It is understood that in accordance with the Management Rights section of this agreement, the City reserves the right to change the schedules and times contained in this section. Except when necessitated by unforeseen circumstances or when in the best interest of the service, management will provide two (2) weeks’ notice prior to any change.

Section 10.01 Work Period

Employees working eight (8) and ten (10) hour shifts, the work week shall commence Sunday midnight of the current week and end at midnight on the following Sunday.

Employees working twelve (12) hour shifts, the workweek shall be as follows:

- (1) Day Shift: shall commence on Saturday at 1500 hours and end the following Saturday at 1500 hours.
- (2) Night Shift: shall commence on Sunday at 0300 hours and end the following Sunday at 0300 hours.

Section 10.02 Work Schedules

The work schedule will consist of a six (6) week rotation. The City reserves the right to adjust the schedule as necessary to maintain proper coverage. The work schedule will accommodate the need of the communications center to provide adequate coverage. The accommodation will be noted as multi-start, stop times for employees, a combination of eight (8), ten (10) and twelve (12) consecutive hour shifts.

Section 10.03 Meal Periods

Employees shall be allowed a thirty (30)-minute paid lunch break when working a shift in excess of six (6) consecutive hours. Once an employee's shift supervisor has approved an employee to go on a fifteen (15)-minute break or a thirty (30)-minute lunch break, the employee will be allowed to leave the communications center during approved breaks, with the understanding that there will be times when an employee may be able to take a break but not leave the premises. If the employee is needed in the communications center, the employee will return as requested by the shift supervisor.

Employees must be physically present for more than six (6) hours during any particular shift in order to be entitled to receive a paid lunch break during that shift. Employees working six (6) hours or less will not receive a paid lunch.

Section 10.04 Rest Periods

Employees working eight (8), ten (10), and twelve (12)-hour shifts shall be allowed a fifteen (15)-minute break during the first half of the shift and a fifteen (15)-minute break during the second half of the shift as allowed by the activity of the communications center. The rest period cannot be combined with another rest period or lunch break, nor used as time to leave the shift early or to arrive to work late.

Section 10.05 Daylight Savings Time

Employees that are on duty for thirteen (13) hours when the daylight savings time switches will be compensated for one (1) hour of overtime at one and one half (1 1/2) times their normal rate of pay. Employees who are short one (1) hour for their scheduled work week will have the option to 1) remain at work to make up their hour; 2) use vacation; or 3) take leave without pay.

Article XI. Wages and Overtime**Section 11.01 Wages**

All employees covered by this Agreement shall receive wages per Exhibit 'A' attached hereto. Progression through the range shall be based on a review of performance and merit, in no less than six (6)-month intervals. Employees shall be eligible for progression based on a “meets” or “exceeds” performance evaluation and the recommendation of his or her supervisor. All such increases shall take effect at the first of the pay period following recommendation by the supervisor.

Any employee assigned CTO duty shall receive ten percent (10%) differential pay over their base pay for the actual hours that he or she is assigned.

Section 11.02 Temporary Work In A Higher Classification (Acting Pay)

An employee who is temporarily upgraded and/or placed into an acting Lead position, such as the Emergency Communications Dispatcher Lead position by the supervisor or manager, will receive an additional ten percent (10%) of regular base pay for actual hours worked in that upgrade capacity.

Section 11.03 Overtime and On-Call**(a) Application**

In order to provide service, it is understood that a system shall be in place to ensure adequate coverage, and distribute overtime and on-call responsibilities.

All overtime shall be administered in accordance with the Fair Labor Standards Act and state law where applicable. All overtime shall be compensated at a rate of one and one-half times the employee's normal rate of pay (unless a higher rate is called for by the specific provisions of this Agreement in a particular instance).

For the purposes of overtime calculation, “hours worked” shall include holiday, vacation, and sick leave. For the purposes of overtime eligibility, any leave without pay shall not be counted as hours worked. Except for holidays, all time worked as a result of a call-in shall be paid at time and one-half. It is understood that holidays will be compensated at double time and one-half.

Overtime worked will be accrued in tenths of hours (each tenth equals six (6) minutes). All overtime shall be compensated in the form of pay.

Employees shall receive a minimum of one (1) hour of overtime pay for reporting to work, whether or not the employee was needed for work.

Effective 1/1/2020, employees will be compensated fifty dollars (\$50.00) for each twelve (12) hour shift period they are responsible for on-call coverage.

It is understood that employees will respond to calls and be available to report to work within one (1) hour. Failure to report as outlined, or reporting to work in an unfit state, may result in disciplinary action, up to and including termination.

It is understood that while being on-call, employees are free to engage in personal activities, and on-call time is not considered “hours worked”.

(b) Overtime and On-Call Posting

The on-call calendar will be posted prior to December 1 of the preceding year. Employees are expected to ensure their contact information and preferences are updated each year. On-call coverage will be posted in conjunction with the twelve (12)-hour shifts (day shift 0700-1900 and 1900-0700).

Overtime that is anticipated and known to the supervisor will be posted for employees a minimum of thirty (30) days in advance of the needed date. Overtime hours/slots will be posted within the twelve (12)-hour shift time frames, with the following considerations: skill level, need, and short day or alternate schedule coverage availability. Should there be no exception, the full slot will be posted.

Employees will be offered the opportunity to volunteer for posted overtime and on-call coverage. However, it is understood that compulsory assignments will be made absent voluntary selections.

(c) Distribution System

It is understood that, except in extreme cases, employees not assigned to on-call duty will not be called for compulsory overtime.

On-call assignments will be made prior to overtime assignments for the same day. Assignments of overtime or on-call will be given in writing or electronically.

On-call and overtime assignments will be made between seven (7) and fourteen (14) calendar days prior to the date of coverage. When unanticipated coverage is needed, notice shall be five (5) calendar days. After the compulsory assignment is made, a volunteer may arrange with the assigned to take the assignment.

Compulsory overtime and on-call will be assigned to the employee who is scheduled to work the overtime or on-call the furthest date back from the date of need, inclusive of dates that have not yet occurred. If two (2) employees have the same date as their furthest date back from the date of need, and both are available to work the same slot, the employee with the next furthest date back from the date of need will be assigned the overtime.

Overtime adjacent to short day or alternate shift hours will be assigned to those working the shift before assigned to someone on their RDO. The same assignment criteria noted in this section will apply.

Overtime and on-call will not be assigned to those on approved vacation (full shift) or scheduled sick leave adjacent to the overtime assignment.

When a block of overtime or on-call is needed, the same employee will not be given more than one (1) day in that block, or be required to work back- to- back shifts in that block if at all possible. If multiple slots exist in the same pay week, the overtime/on-call will be distributed if at all possible. The intent is to rotate through the shift, starting with the employee that had the worked overtime the furthest date back from the date of need.

It will be a priority consideration on the part of the SECOMM that an employee will not have to work more than six (6) days in a row, or work with less than eight (8) hours of rest between shifts. There may be extenuating circumstances in which one or both of these situations may be necessary from time to time.

Section 11.04 Longevity Pay

Effective 1/1/2020, employees are entitled to an increase in their base pay after reaching the following thresholds:

<u>Years of Service Percentage</u>	
10 years	\$50 per month
15 years	\$75 per month
20 years	\$100 per month
25 years	\$125 per month

Longevity pay will be paid on the first paycheck of the month for the prior month.

Article XII. Insurance and Benefits

For full-time employees, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, where appropriate. 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.

The Guild will be notified in writing of any changes in available service, decreases in benefits or increases in premiums. It is understood that significant changes will be subject to consultation and face to face meetings with Guild representatives prior to implementation.

Section 12.01 Health

The City shall contribute to City sponsored Preferred Provider Organization Plus (PPO+) Plan or successor health plans. The plans shall provide coverage for the employee and his or her eligible dependents.

Employees will contribute the following tiered percentages per month towards the employee and dependent health care package provided by the City. The City will contribute the balance of the contribution. The monthly contribution will be split equally and payroll deducted from the employee's first two (2) paychecks of each month.

Employee Medical Contributions by Tier

Employee Only	12%
Employee & Spouse	12%
Employee & Child/Children	12%
Employee, Spouse & Child/Children	12%

Employees selecting a plan with a higher premium than the PPO+ plan (if available) shall be required to pay any additional premium. If the City adopts a High Deductible Health Plan, employees shall be afforded an opportunity to elect such plan.

Effective 1/1/2015, the City shall end Mental Health Parity Opt Out.

Effective 1/1/2016, the PPO+ plan shall be modified as follows:

1. Office and Specialty Co-pays shall be \$20
2. Deductibles shall be \$500 individual and \$1500 family.

Section 12.02 Dental

The City will pay for a plan which covers the employee and all of his or her eligible dependents. Effective 1/1/2016, employees shall have an independent election option for dental.

Section 12.03 Vision

The City will pay for a plan which covers the employee and all of his and her eligible dependents. Effective 1/1/2016, employees shall have an independent election option for vision.

The City reserves the right to select the health care carrier, administrators and network of said health care benefit program.

Section 12.04 Post-Employment Health

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, the Guild elected to take additional wages. As a result, it is understood that Guild members are not, nor shall at any time in the future, be eligible to participate in the post-employment health benefit program.

Section 12.05 IRC Section 125 Flexible Spending Account

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program if offered by the City. The City will end the program prior to 2018 if it is deemed subject to excise tax calculations under the ACA. If the program is offered, the City will pay the administrative fee for processing claims.

Section 12.06 Long Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have a benefit of up to sixty percent (60%) of the monthly base salary with an elimination period of 90 days. The maximum monthly benefit shall be \$7,500.

Section 12.07 *Life and Accidental Death & Dismemberment*

The City will maintain a policy which provides a death benefit equal to two (2) times an employee's annual base salary. The City will pay the entire premium for this coverage.

Section 12.08 *Retirement*

Employees in the bargaining unit shall be subject to the retirement system appropriate to their employment classification and status as provided for by state law.

Section 12.09 *Deferred Compensation*

In accordance with the City's plan document and limitations of federal law, regular full-time employees are eligible to voluntarily participate in the International City Management Association Retirement Corporation (ICMARC) Internal Revenue Code (IRC) section 457 plan.

Upon completion of probation, the City will match an employee's contribution of up to three percent (3%) of base pay into either the ICMARC IRC 457 or IRC 401 (a) plans.

Section 12.10 *ICMARC VantageCare Retirement Health Savings (RHS) Plan*

If RHS contributions are deemed to be subject to excise tax the program will be discontinued prior to 2018.

Section 12.11 *Optional Coverages*

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that the City may unilaterally add, delete, increase or decrease optional plans or benefits at any time without prior notice or consent.

Article XIII. Leaves**Section 13.01 *Vacation***

Each full-time employee shall accrue vacation time as set forth below, based on his or her continuous length of service, which has accumulated since his or her most recent anniversary date of employment.

An employee's request for vacation shall be affirmed or denied by the supervisor or manager within seven (7) calendar days of the employee's initial written request.

(a) *Accrual and Use*

An employee shall not be eligible for a vacation until the employee has worked for the City for a minimum of six (6) calendar months from his or her most recent anniversary date of employment.

Vacation accrual rates are listed below:

<u>Years of Service</u>	<u>Accrual Rate (hours per month)</u>
1st through 5th year	12.67
6th through 9th year	13.67

10th through 15th year	15.67
16th through 20th year	17.67
Over 20 years	20.67

An employee's vacation balance shall be at a maximum of three hundred (300) hours by December 31 of each year. On an annual basis, an employee may sell no less than twenty (20) hours and up to sixty (60) hours of vacation pay, provided that he or she maintains a balance of 80 hours of vacation after the transaction. The buy-out may be taken as: 1) pay; 2) funding an ICMARC 457 Deferred Compensation Plan; or 3) a combination of the above.

Approval of such requests is at the discretion of the manager. Based on extraordinary circumstances or when the employee has not been permitted to take vacation due to lack of staffing or workload, the department head, in consultation with the City Manager, may allow an increase in the annual buyout, or a rollover of hours exceeding three hundred (300) hours.

Upon termination, an employee with more than six (6) months of service shall be paid for any accumulated vacation, (up to 300 hours) at his or her final base straight time rate of pay. Vacation time shall be taken in no less than one-half (1/2) hour increments, or as applicable by law.

With the exception of FMLA or other qualifying protected leaves, vacation hours shall not be used to cover sick hours.

Approved vacation may be rescinded based on the needs of the service, such as activation of the Emergency Operations Center, or other emergency conditions.

(b) Vacation Picks

The vacation pick process will begin the Monday of the week of October 15 each year. Bargaining unit members will have the opportunity to select two (2) separate vacation picks of not less than twenty-four (24) and up to eighty (80)-consecutive hours. This vacation selection is defined as a vacation pick.

SECOMM employees are divided into two sides for scheduling purposes, the "A" side and the "B" side. The "A" side consists of two shifts: "A1" and "A2". The "B" also consists of two shifts: "B1" and "B2". A total of three (3) bargaining unit members per side may be on a scheduled vacation pick at any given time, however, only a maximum of two (2) bargaining unit members that are on the same shift (A1, A2, B1 or B2) can be on their scheduled vacation pick at any given time.

Vacation picks will be made in order of seniority by shift assignment side (A and B), with the more tenured employee first. Each employee will have four (4) of their scheduled workdays to complete their bid.

Employees that are absent from work at the time of their bid will be contacted at their phone number on record and advised they have four (4) days to complete their bid or forfeit their bid. Should an employee anticipate their absence during the bid process, they can identify a proxy to

management in writing who will make the bid on their behalf. At management's discretion, exceptions can be made in extreme circumstances.

After the last bargaining member on the seniority list has selected vacation picks, employees may elect to select one optional "Flex" pick. This "Flex" pick will be a minimum of twenty-four (24) hours and a maximum of eighty (80) hours. The Flex pick start date must be between thirty (30) and ninety (90) calendar days from the date of request and is made on a first come, first served basis. All "Flex" picks shall not conflict with the vacation pick parameters.

Vacation picks are guaranteed provided the employee has the entire balance of vacation time available at the beginning of the scheduled vacation pick. In the event the entire vacation balance is not available, an adjustment may be made to not exceed the vacation balance available prior to the pick or taking vacation.

Employee requested cancellations of any part of a vacation pick require a fourteen (14) calendar day written notice. Vacation picks not cancelled within parameters defined will still count as a pick and the employee will not be allowed to work during the vacation pick time that was not cancelled.

In the event that a vacation pick is cancelled voluntarily by an employee, or an employee terminates their employment, other employees will be given the opportunity to switch one of their vacation picks to the vacated days that become available, based on seniority. Employees interested must respond via email to supervisor within thirty (30) days. Decisions will be based on seniority.

Outside of vacation picks, individual requests for vacation usage will not be accepted more than sixty (60) days in advance.

(c) Donation and Transfer

The policy of the City is to allow employees to donate vacation 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 vacation 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.

The vacation leave recipient must pay insurance premiums while using donated vacation leave, and will not accrue sick or vacation leave while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify Human Resources in writing that the use of donated vacation leave is required, explaining and providing written documentation as to the circumstances. 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 200 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 donations will not be applied to the recipient's account.

Section 13.02 Holidays

The following are official holidays for all employees:

- (1) New Year's Day (January 1);
- (2) President's Day (the third Monday of February);
- (3) Memorial Day (last Monday in May);
- (4) Fourth of July;
- (5) Labor Day (First Monday in September);
- (6) Veterans Day (November 11);
- (7) Thanksgiving Day (fourth Thursday in November);
- (8) Day after Thanksgiving;
- (9) Christmas Eve;
- (10) Christmas Day (December 25);

Employees working a scheduled shift on any official City holiday shall receive 2½ times the regular rate of pay for **all hours worked on the shift**.

Employees scheduled to work a holiday, but request time off, are charged applicable vacation leave for that day.

Employees not scheduled to work on any of the above holidays shall receive eight (8) hours of holiday pay.

When called in to work on the holiday, an employee shall be paid 1½ times for hours actually worked on the holiday plus the eight (8) hours of holiday pay. Hours worked in excess of eight (8) hours of the holiday shall be paid at the rate of 2½ times the regular rate of pay.

In order to receive holiday pay, the employee must work the employee's entire last scheduled workday prior to the holiday and the employee's entire first scheduled workday after the holiday, or the employee must have an excused absence or an approved day off.

Section 13.03 Sick Leave

The parties agree that sick leave should be viewed as insurance rather than a vested leave benefit and the use is subject to conditions and restrictions as defined herein.

Sick leave shall be accrued at a rate of eight (8) hours per month of employment except that sick leave will not be accrued during an unpaid leave of absence. There is no limitation on the number of hours that an employee may accrue.

Employees unable to report for work shall notify the appropriate supervisor in accordance with procedures established at the division level. Employees who know in advance that they will be utilizing sick leave for a particular purpose (i.e. hospitalization, surgery) shall give notice of sick leave as far in advance as practically possible. Sick leave shall be used for absence from work due to illness, injury or medical provider appointments. Misuse of sick leave will be subject to disciplinary action. The City may require a doctor's verification if an employee is absent from work because of injury or illness for three (3) or more consecutive shifts, or when the employee has met the criteria set forth in Section 15.02, subsection a (Absenteeism), as amended by mutual agreement of the parties.

The City will pay to each employee who separates their employment with the City or takes a regular PERS II or PERS III service retirement twenty-five percent (25%) of the employee's unused sick leave. The employee must have a minimum of five (5) years of service. Payment shall not exceed \$4,000.00 dollars.

Section 13.04 State Sick Leave

Employees 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.

Section 13.05 Bereavement Leave

An employee may be granted bereavement leave with pay up to a maximum of thirty-six (36) hours for the death of a member of the employee's immediate family provided the employee was scheduled to be at work.

Immediate family members include spouse; child (includes step, adopted, natural or adult child) or grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural), guardian or grandparent; sibling (step, natural or adopted); in-laws (includes parent-in-law, son-in-law and daughter-in-law); or domestic partner. It does not include uncle, aunt, niece, nephew or cousin. However, nothing shall prohibit an employee from using vacation leave or shift trades

for bereavement due to the death of not so immediate family members, e.g. nieces, nephews, aunts, uncles, cousins, other in-laws.

All time off in excess of thirty-six (36) hours, must be approved by the Manager and shall be charged to vacation leave.

Section 13.06 *Occupational Disability Allowances and Restricted Duty*

(a) Disability Leave

Any employee injured on the job who is eligible for time loss payments under the Workers' Compensation Law shall, for the duration of such payment, receive only that portion of the employee's accumulated sick leave pay as elected at the employee's option which together with said time loss payments, will not equal more than 100% of the regular daily rate of pay for any one regular work day, excluding overtime. The City will inform the employee of the available option at the time the employee meets with Human Resources to complete the required paperwork.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the optional sick 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.

(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 a City appointed physician. On a case by case basis when approved by the Department Director and the Human Resources Director, the City may allow employees with non-industrial injuries or illnesses to participate in the Restricted Duty Program.

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. At the City's sole discretion, a Restricted Duty program may be extended to an employee for more than ninety (90) days. Employee's may be transferred to another medically appropriate assignment or removed from the program by the Human Resources Director based on inadequate performance.

Hours worked in the program are considered productive hours in the computation of fringe benefits and seniority. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment.

Eligible employees who are offered and refuse a modified work assignment or incur unexcused non-industrial related absences may suffer the loss of all temporary disability benefits.

Employees on restricted duty will be compensated at eighty percent (80%) of the regular base hourly rate for their regular position in lieu of the lower Workers' Compensation temporary disability income. Differentials do not apply while on Restricted Duty.

Section 13.07 *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 pay at the discretion of their supervisor to attend a funeral of a City employee.

Section 13.08 *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, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled. In accordance with the Hours of Work and Management Rights sections of this Agreement, the SECOMM Manager may modify schedules to assist employees in providing this valuable public service.

Section 13.09 *Military Leave*

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

Section 13.10 *Family and Medical Leave*

The city retains the right to administer medical leave using policies and procedures deemed by the City to be the most efficient methods to comply with the terms of this agreement and applicable medical leave regulations.

Section 13.11 *Leave of Absence Without Pay*

Excluding temporary and provisional employees, a Department Director may grant a leave of absence without pay up to thirty (30) calendar days. Except for temporary and provisional employees, the City Manager may authorize an unpaid leave of absence up to a maximum of one (1) year. Leave necessitated by service with the U.S. Armed Forces shall, be extended for the full period of such service. Failure of an employee to report for work at the expiration of a leave of absence shall be regarded as a voluntary resignation, provided that an employee serving in the armed forces shall report for work within three (3) months of separation from the service.

In the event of injury or illness, the appointing authority may require that the employee submit a certificate from the attending physician or a designated physician indicating the nature of the illness or injury with a prognosis for recovery.

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 terminated.

During an approved leave of absence without pay, an employee shall not accrue any leave time, benefits or seniority for which the employee was eligible before the leave without pay began, providing accrual of such leaves shall resume upon return of the employee to his or her job.

Section 13.12 *Faith Based Leave*

The City's policy on Faith Based Leave shall be applicable to employees in the bargaining unit.

Article XIV. Drug and Alcohol Testing

The City retains the right to administer drug and alcohol testing using policies and procedures deemed by the City to be the most efficient methods to comply with the terms of this agreement and applicable drug and alcohol testing regulations. The parties agree to meet and discuss impacts when a policy is implemented by the City.

Section 14.01 *Employee Assistance Program Available*

The City recognizes a need to provide an opportunity for employees to deal with alcohol or substance abuse 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.

Article XV. Miscellaneous**Section 15.01 *Personnel Records***

The Human Resources Department shall maintain a complete personnel file on each employee. However, any documented discipline will not be used for progressive disciplinary purposes after twenty-four (24) months if no further related disciplinary action is taken. Supervisory files will be purged annually after performance reviews. Access to personnel files shall be limited to the employee, the employee's authorized representative, officials of the City who have a business need for the access or as required by public records and freedom of information laws at the federal or state level. Employees have the right to review their files after providing reasonable advance notice, and shall have the right to attach reasonable materials in explanation or rebuttal to adverse materials. Adverse materials shall not be placed in the personnel file without the knowledge of the employee.

Section 15.02 *Attendance Policy*

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

(a) *Absenteeism*

Absences from work may be scheduled or unscheduled. For leave not statutorily protected, employees may be subject to disciplinary action for habitual unscheduled absence and/or sick leave abuse. Sick leave abuse occurs when sick leave is taken for other than approved reasons or the employee fails to comply with required notification or documentation procedures. Habitual absence refers to the employee who is excessively absent from work on an unscheduled basis.

(b) Progressive Steps of Discipline

Progressive discipline will apply to any employee who meets either one of the above thresholds. Once progressive discipline is initiated, any discipline issued within the ensuing twenty-four (24) month period shall be used for progressive disciplinary purposes.

- 1) Action Step 1: If an employee exceeds any of the thresholds, the immediate supervisor will review the attendance record to determine that an employee has a problem with habitual absence. Should that problem exit, the supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. The meeting may constitute a verbal warning.
- 2) Action Step 2: Should the unscheduled attendance problem continue without acceptable progress, the Supervisor may initiate actions of progressive discipline in accordance with acceptable standards of reasonable judgment as established by the parties to this Agreement. A second offense constitutes a written warning; a third offense constitutes a one (1) day suspension; a fourth offense constitutes a three (3) day suspension; and a fifth offense constitutes termination.

In lieu of a suspension, the employee's manager or supervisor may substitute a one (1) pay period reduction in hourly pay equal to the suspension, or a combination of both suspension and pay reduction. For example, an employee who earns \$20.00 per hour is subject to a one (1) day suspension. In lieu, the manager or supervisor may temporarily reduce the employee's hourly rate of pay from \$20.00 to \$18.00 for one (1) pay period.

Section 15.03 No Smoking

The Guild acknowledges and supports RMC 2.58, as amended, relating to No Smoking and use of Tobacco Related Products, including vaping devices, in the Work Environment.

Section 15.04 Training

The scheduling of any and all training courses will be done by the SECOMM Manager or his or her designee. Employees shall attend training courses as assigned by the City. The City shall pay for the actual cost of all materials, tuition and fees associated with a training course the City is requiring an employee to attend. The material shall remain the property of the City.

Reimbursement for travel and subsistence for official trips shall conform to guidelines set forth in the City's Business Travel and Expense Policy, Index No. 1420. In any case, reimbursement shall only be for the amount of actual and reasonable expenses as determined by the City.

Time spent in class by an employee required by the City as assigned training shall be counted as time worked and compensated accordingly. Payment for related travel time shall be governed by the Fair Labor Standards Act.

Employees will be required to obtain and maintain a level of proficiency and competency as outlined in the City's Training Manual, Policy and SGM Manuals. Successful completion of a proficiency review shall be accomplished annually by each employee. Failure to successfully complete the review may result in disciplinary action.

Section 15.05 *Shift Trades*

Employees covered by this Agreement may engage in up to twenty-four (24) shift trades in 2019. Starting in 2020, employees covered by this Agreement may engage in up to eighteen (18) shift trades per calendar year. With supervisor approval, probationary employees are also eligible for shift trades.

Shift trade hours shall not constitute hours for calculating overtime and will not cause any extra cost to the Employer.

A shift trade will be considered to count towards the per year maximum as described above regardless of how many hours are involved in the trade (i.e., a trade of a partial shift will count as one full trade, just as a trade of a full shift will also count as one full trade).

A shift trade may not cause an employee to work more than seven (7) consecutive days. Shift trades may only be used for a maximum of seven (7) consecutive days.

Employees may not work more than twelve (12)-consecutive hours as a result of a shift trade. Shift trades will not be requested more than sixty (60) days in advance. The employee is responsible for ensuring that all shift trades are repaid within six (6) months.

All shift trades must be submitted by the employee and approved by the supervisor in applicable scheduling software and shall not interfere with business operations. Qualifications to perform the work will be considered in approving the request. The supervisor must be notified if both employees agree to cancel the trade.

If an employee calls in sick when they are scheduled to work a trade, it will come out of their sick leave and count as an occurrence. If an employee who is scheduled to work a trade fails to work for any reason other than calling in sick, the employee will be charged from their vacation bank. If the substituting employee fails to work the shift, the employee who requested the shift trade, if at work, must remain at work and work the shift.

If an employee is scheduled to work a trade and there is enough staffing, the employee can use their own vacation time.

Exchanging short days outside of the current pay period is also considered a shift trade and will count towards the eighteen (18) shift trades per year maximum described above. A short day exchange within a current pay period will not be counted as a shift trade.

A certified training officer (CTO) may not trade shifts, if at the time of the trade request, it appears as if the requested trade will cause the CTO to miss a shift during a period of time when the CTO is actively training another employee, unless the requested shift trade is with another CTO, in which case the trade will be allowed if it otherwise fulfills the pre-requisites as set forth in this section.

A lead dispatcher may trade shifts as long as the person they are trading with is another lead dispatcher, qualified to work as a temporary upgrade, or there is a person already scheduled who

is qualified to work as a temporary upgrade. It is understood that if the trade is with someone who is qualified to work as a temporary upgrade they will not be compensated. If someone is assigned to be in a temporary upgrade, they will be compensated as defined in Section 11.02.

Exchange of scheduled hours worked on the same day shall constitute a shift swap. An employee scheduled on day shift can swap shifts with an employee scheduled on graveyards if that swap occurs on the same day, and vice versa. Shift swaps will not be considered a shift trade. Shift swaps will only occur if supervisors on both shifts approve the request.

It is understood that all applicable state and federal wage and hour laws will be complied with, and under no circumstances shall the continuation of shift trades obligate the City to pay overtime due to shift trades. It is also understood that if at any time in the future a relevant state or federal agency issues a definitive ruling to the effect that any aspect of the shift trade practice is in violation of such state and/or federal wage and hour laws, the City and the Guild will reopen this section for further bargaining.

Article XVI. Grievance and Appeal Procedure

Section 16.01 *Basic Process*

Employees covered by this Agreement may avail themselves of the grievance and appeal procedures as provided for in RMC 2.28.905, attached hereto as Exhibit 'B'. However, the parties hereby agree that different timelines should be utilized to file and process grievances that are brought pursuant to this Agreement than the timelines that are set forth in Exhibit 'B'. The timelines for filing and processing grievances brought pursuant to this Agreement are all to be calculated by doubling the timelines set forth in Exhibit 'B', and also by using calendar days (excluding City-recognized holidays) rather than working days. Thus, all references to "ten (10) working days" contained in Steps 1 through 4 of the grievance process that is outlined in Exhibit 'B' should be modified to read "twenty (20) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement. Likewise, all references in Exhibit 'B' to "five (5) working days" should be modified to read "ten (10) calendar days (excluding City-recognized holidays)" for the purposes of filing and processing grievances pursuant to this Agreement.

Although the Guild may initiate an action in consideration of time limitations without signatures, employees shall be responsible for signing and dating all grievances and appeals at their earliest convenience. Employees may be accompanied by a Guild representative during any hearing process. If a Guild steward is not available, any Guild member can accompany the employee. Stewards may initiate and sign grievances related to items contained in this collective bargaining agreement.

Section 16.02 *Arbitration Option*

At step four (4) of the aforementioned process, the grievant may make an irrevocable decision to pursue arbitration in lieu of a Personnel Committee hearing. When a grievance has been timely referred to arbitration, the parties shall promptly meet and attempt to mutually agree upon an arbitrator. Should an expeditious selection of arbitrator not be possible, either party may request

from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrator's names, experience, education, (vita) and fees charged.

Upon receipt of the FMCS list, the parties shall meet and strike names, with a coin toss determining who strikes first. Names shall be eliminated alternately until only one (1) name remains. The arbitrator whose name is thus selected shall hear the dispute and render a decision subject to the limitations imposed in this Article.

In the event the arbitrator finds he has no authority or power to rule the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. In any grievance in which there is a dispute as to the substantive grievability or arbitrability of the matter at hand, the arbitrator shall rule first on this issue.

The arbitrator shall only consider and render a decision with respect to the specific issue originally grieved and submitted, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall have no authority to make or impose a decision which is inconsistent with State, Federal law, City ordinance or this Agreement. The arbitrator shall have no power or authority to award punitive damages.

The arbitrator shall render a decision within thirty (30) days after the hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction. The expense of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for their respective legal and other expenses.

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, modify, amend, add to, subtract from, or otherwise alter the present provisions of this Agreement.

The parties hereto have caused this Agreement to be executed this ____ day of _____, 2020.

Southeast Washington Telecommunicators Guild

Alex Skalbana _____ Date _____
 Guild Representative

Joshua Childress Guild President	Date
-------------------------------------	------

ATTEST:

APPROVED TO FORM:

Heather Kintzley	Date
City Attorney	

Article XVIII. Exhibits**Section 18.01 Exhibit 'A' – Represented Classifications and Wages****2021**

Effective the 1st payroll period of 2021 (December 21, 2020), the wage schedule reflects a 2.0% increase over 2020 rates.

<u>Classification Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Emergency Communications Dispatcher	\$22.07	\$22.85	\$23.74	\$25.83	\$26.69	\$30.47	\$31.51
Lead Emergency Communications Dispatcher/ Certified Training Officer	N/A	N/A	N/A	N/A	\$28.02	\$31.99	\$33.09

Section 18.02 Exhibit 'B' – RMC 2.28.905 Grievance and Appeal Procedure**(a) Definition:**

- (1) Appeals are actions filed by a classified employee concerning any adverse personnel action which results in the employee's suspension for more than thirty (30) days, reduction in pay, or discharge from city employment;
- (2) Grievances are actions by an employee alleging improper application of the provisions of this chapter and complaints on other matters concerning the employee's working conditions, misapplication of policies and procedures and related conditions. Excluded are matters alleging employment discrimination as defined in Section 2.28.105 and the substance of performance evaluations and oral reprimands;
- (3) Investigations in matters related to conditions of employment, examinations and other sundry matters which may be conducted by the personnel committee at the request of the human resources manager or upon its own motion with the view of making determinations and recommendations as appropriate to the city manager for corrective action or changes in policies and procedures.

(b) Requirements for adverse actions

No classified employee may be suspended for more than thirty (30) days, reduced in pay or discharged from city employment except for cause. In such cases, the city shall advise the employee in writing of the charges and an explanation of the evidence upon which the proposed action is based. The employee would then have an opportunity for a pre-disciplinary and/or pre-termination hearing. The city after consideration of the facts and materials presented at the hearing shall provide the employee with a written decision of termination, suspension or demotion in pay. Within ten (10) days after receipt of the employer's decision, the employee shall have the right to appeal to the personnel committee.

(c) Procedure for processing grievances**(1) Step 1**

Grievances must be made known to the employee's supervisor in writing within twenty (20) calendar days (excluding city-recognized holidays) after the basis for the complaint is known or should have become known to the employee. All grievances must include the specific policy or provision which the employee feels is being violated, as well as the requested remedy.

The immediate supervisor shall discuss the grievance with the employee and render a written decision within twenty (20) calendar days (excluding city-recognized holidays) of receipt of the original grievance. If the employee is not satisfied with the supervisor's response, he or she may proceed to Step 2.

(2) Step 2

The employee shall reduce the grievance to writing within twenty (20) calendar days (excluding city-recognized holidays) from the initial discussion and present it to his or her division manager. The division manager shall arrange to discuss the grievance within ten (10) calendar days (excluding city-recognized holidays) after so notified.

Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the division manager will respond in writing. If the matter is not resolved at step 2, the employee may proceed to step 3.

(3) Step 3

Within twenty (20) calendar days (excluding city-recognized holidays) of the division manager's decision, the employee may request in writing that the grievance be reviewed by his or her department director and/or deputy city manager. The department director and/or deputy city manager shall arrange to discuss the grievance within ten (10) calendar days (excluding city-recognized holidays) after so notified. Within twenty (20) calendar days (excluding city-recognized holidays) of such meeting, the department director and/or deputy city manager will respond in writing. If the matter is not resolved at step 3, the employee may proceed to step 4.

(4) Step 4

If the grievance is still unresolved, the employee may appeal to the personnel committee within twenty (20) calendar days (excluding city-recognized holidays) after receipt of the department director's/deputy city manager's response.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 149-20, Approving the 2021 Collective Bargaining Agreement with the International Union of Operating Engineers

Department:

Administrative Services

Ordinance/Resolution Number:

149-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 149-20, authorizing the City Manager to sign and execute the 2021 Collective Bargaining Agreement with the International Union of Operating Engineers.

Summary:

In August 2020, the City entered into negotiations with the International Union of Operating Engineers (IUOE). IUOE represents approximately 100 City employees.

The IUOE members ratified the proposed agreement on October 19, 2020. The proposed agreement includes a total compensation package within the parameters previously set by City Council. The terms of the agreement are as follows:

- * Contract terms rolls forward for one (1) year.
- * Union members will not absorb any increase in health insurance in 2021 only and cost increases will be covered by the City.

A public hearing will be held on November 3, 2020 to take public comment on the proposed agreement pursuant to Article VI of the Richland City Charter.

Staff recommends adoption of Resolution No. 149-20.

Fiscal Impact:

Terms of the proposed agreement fit within the City's 2021 Budget and City Council's collective bargaining parameters.

Attachments:

1. Resolution No. 149-20
2. Proposed 2021 IUOE Collective Bargaining Agreement

RESOLUTION NO. 149-20

A RESOLUTION of the City of Richland adopting the 2021 Collective Bargaining Agreement with the International Union of Operating Engineers and authorizing periodic memorandums of understanding.

WHEREAS, the Richland City Council desires to attract and retain qualified employees and maintain harmonious relations between the City and the International Union of Operating Engineers ("IUOE"); and

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

WHEREAS, the City Manager may desire to enter into memorandums of understanding periodically throughout the term of the agreement with the IUOE for operational and administrative purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2021 Collective Bargaining Agreement with the International Union of Operating Engineers is hereby approved.

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

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to enter into periodic memorandums of understanding with the IUOE for operational or administrative purposes during the term of this Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

DRAFT

AGREEMENT BETWEEN

**THE CITY OF RICHLAND,
WASHINGTON**

AND

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 280
2021**

Resolution No. 149-20, Contract No. XXX-20



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ARTICLE I PREAMBLE

This agreement is entered into by and between the City of Richland, hereinafter referred to as City, and the International Union of Operating Engineers Local 280, hereinafter referred to as 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 wages, benefits and other terms and conditions of employment.

ARTICLE II RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for the purposes stated in Chapter 41.56 RCW of all regular full-time and part-time employees employed within the bargaining unit and job classifications listed in this Agreement. The classifications recognized as bargaining unit positions covered by this agreement shall be listed with pay rates in Appendix A of this agreement.

Section 2.01 Unit Description

For the purposes of this Agreement regular full-time employees shall mean employees occupying budgeted positions, working a regular schedule of two thousand eighty (2080) hours in a calendar year in classifications listed in Appendix A of the Agreement.

Section 2.02 Temporary and Limited Term Employment

A. Temporary

The City may employ temporary employees to assist with seasonal work, unusually high workloads, and temporary job vacancies due to injuries, illnesses, and other extenuating circumstances. A temporary employee will not be employed more than eight (8) months (approximately one thousand three hundred and eighty-five [1385] hours) in a calendar year or consecutively for more than eight (8) months (approximately 1385 hours) without an approved Request To Extend Temporary Employment (see Exhibit 'A').

Temporary employees shall be provided statutory benefits. Additionally, such employees are eligible for Paid Time Off (PTO) accrual as specified in Section 13.01, except as modified by the City's Paid State Sick Leave policy, and Holiday pay as specified in Section 13.04.

Temporary employees are not covered by the provisions of this Agreement unless stated specifically in writing, and are not subject to any conditions or benefits provided for in this Agreement including, but not limited to, access to the grievance procedure.

B. Limited Term

When the City has a need to extend temporary employment beyond eight (8) months, the temporary employee will be re-categorized as a limited term employee. A limited term employee is defined as a temporary employee whose tenure is greater than eight (8)

months but no longer than twenty-four (24) months. Limited term employees have no right to steady employment, prior notice of termination or preference for regular full-time job openings.

Limited term employees shall be subject to statutory benefits. Additionally, such employees are eligible for Paid Time Off (PTO) accrual as specified in Section 13.01, except as modified by the City's Paid State Sick Leave policy, and Holiday pay as specified in Section 13.04.

Limited term employees are not covered by the provisions of this Agreement unless stated specifically in writing, and are not subject to any conditions or benefits provided for in this Agreement including, but not limited to, access to the grievance procedure.

C. Meter Readers – Limited Term

Meter Reader vacancies may be filled with a limited term employee from the beginning of their assignment / employment, as part of the transition to Automated Metering Infrastructure (AMI).

Regular, full time Meter Reader vacancies may be filled with limited term employees, in recognition of the transition to Advanced Metering Infrastructure (AMI), after which it is anticipated the City will have fully deployed automatic meters that normally will not require field reading.

Incumbent Meter Readers are encouraged to seek alternate City employment in anticipation of upcoming reduction of Meter Reader positions. To support incumbent Meter Reader employees in their career transitions within or outside the City, the City shall allow use of the Tuition Reimbursement policy, without repayment obligation, whether the employee finds employment inside or outside of the City, or is laid off by the City.

Section 2.03 Communications and Notices

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

To the City

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

To the Union

Business Representative
Post Office Box 807
Richland, Washington 99352

ARTICLE III TERM AND RENEWAL

This Agreement shall be for a term of one (1) year commencing the first payroll period of 2021 and ending the last payroll period of 2021.

The City and the Union agree to enter into negotiations for a succeeding agreement by notifying the other party in writing no later than June 30, 2021, unless mutually agreed.

ARTICLE IV SCOPE AND PREVAILING RIGHTS

Section 4.01 Basic Agreement

It is the intent and purpose of the Agreement to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Section 4.02 No Discrimination

The City and Union understand that state and federal law prohibit discrimination, and shall abide by and support Richland Municipal Code section 2.28.105 related to Equal Opportunity Employment.

The City and Union also agree not to discriminate against any employee because of membership or non-membership in the union.

Section 4.03 Management Rights Reserved

Any and all rights concerned with the management, authority and operation of the City are exclusively that of the City and remain exclusively vested in the City except as modified by the expressed provisions of this Agreement. Examples of these rights include:

- a) To plan, direct, control and determine the operations and services to be performed by employees of the City;
- b) To determine the methods, means, number of personnel needed to carry out the aforementioned operations and services;
- c) To hire, transfer and promote including determination of qualifications, and development of job descriptions;
- d) To discipline and discharge regular full-time employees for just cause;
- e) To discipline and discharge probationary employees for any lawful reason;
- f) To enforce code of conduct;
- g) To determine standards for employee performance and conduct;
- h) To evaluate employees including use of or modification of performance appraisal programs;
- i) To provide coaching of employees in the proper use of equipment and performance of job responsibilities which may include supervisory training in the operation of equipment or other tools;
- j) To take all actions necessary to carry out the mission of the City in emergencies. An emergency means any unanticipated event threatening the health or safety of the City's employees or the public, or to mitigate the imminent potential for property damage when IUOE resources are not immediately available.

Except as provided in this Article or elsewhere in this Agreement, the City acknowledges its obligation to bargain with the Union over the effects and impacts of Management decisions that affect wages, hours and/or working conditions, upon written request of the Union.

ARTICLE V UNION MEMBERSHIP AND SECURITY

Section 5.01 Union Membership

All employees covered by this Agreement shall as of the effective date of this Agreement be required to share in the cost of maintaining and operating the Union as their collective bargaining agency, in accordance with lawfully adopted Union rules, and as may be limited by law, and shall be members thereof, in good standing. The foregoing provision shall not be construed as denying the City to the right to hire employees regardless of whether such employees are members of the Union, but is the intent of the parties that newly hired employees shall become members in good standing of the Union within thirty (30) days after the date of their employment.

In the event an employee member of the Union fails to maintain their membership or fair share payment to the Union, the Union will notify the City in writing as specified in Article 2 of such employee's delinquency. The City agrees to give notice to the employee within five (5) working days that the employee's employment status with the City is in jeopardy and that failure to meet the employee's membership obligation within fifteen (15) calendar days from the date such notice is received will result in termination. The Union will advise the City if the employee meets his/her membership obligation(s).

The City will provide the union a list of unit employees including the designation of their employment. Said list shall be provided on a monthly basis.

Section 5.02 Deduction of Union Dues

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Union dues monthly for employees who have signed such written authorization. The amounts to be deducted for Union dues shall be certified to the City by the appropriate Union official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City will submit a monthly accounting of such deduction giving the amount deducted opposite the employee's name.

Employees working less than full-time will be required to pay service dues as a condition of employment to the Union equal to regular Union dues. The requirement to pay monthly service dues will commence thirty (30) calendar days from the date of employment. Temporary employees will be able to participate in the dues checkoff. Temporary employees will not be otherwise covered or entitled to any provisions except as specified in the Agreement.

The Union agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions and other forms of liability, monetary or otherwise, arising from the application and enforcement of this section.

Section 5.03 Union Stewards

The City recognizes the right of the Union to designate eleven (11) stewards from among the employees covered by this Agreement. In addition to a Chief Steward, one (1) job steward may be designated from each of the following areas: 1) Solid Waste Collection; 2) Solid Waste Disposal; 3) Water Maintenance; 4) Waste Water Maintenance; 5) Equipment Maintenance/Warehouse; 6) Water Operations; 7) Waste Water Operations; 8) Parks and Facilities; 9) Streets; and 10) Meter Reading.

In addition to the grievance procedure, it is understood that a bargaining unit employee may request the presence of a union representative during a City-employee conference when one or more of the following apply: 1) as a part of an investigational interview or any meeting which could reasonably be expected to lead to or involve disciplinary action against the employee; 2) when in the best interest of all involved as determined by the supervisor; and 3) as provided for by applicable statute or case law. However, employees shall retain the right to decline representation.

Section 5.04 Union Release Time

After receiving permission from their supervisor and notifying supervisor of the employee to be visited, union Stewards may visit the work locations of employees covered by this Agreement for the purpose of investigating any grievance.

All union business shall be conducted during off-duty hours, except as provided in this Article. There shall be no solicitation of or for membership or collection or checking of dues or any other union activity during work hours. Work hours shall not be used by officers, employees or business agents to conduct union business or promote union affairs other than provided herein. This prohibition shall extend to all City-owned equipment and facilities including mail distribution systems, voice and electronic mail, personal computers, computer software and copying machines.

The steward or employee involved in investigating a grievance during the employee's regular working hours shall not lose pay for reasonable time, as determined by the employee's non-union supervisor. International Union representatives may participate as deemed necessary by the Union. Additional non-City union representatives may participate in grievance meetings with prior notice to the Human Resources Director.

The City agrees to pay a total of fifty (50) hours to each employee sitting on the Union negotiating team while they are on duty and engaged in face-to-face labor agreement negotiations with the City. No more than four (4) employees shall sit on the Union negotiating team.

Section 5.05 Union Visits

The designated business agent and/or other union representatives will be allowed access and visitation rights to City property and facilities provided advance notification of such visit is given to the appropriate supervisor and the visitation will not disrupt the workplace nor interfere with productivity.

Any employee called away from his work station (including Union stewards) to confer with the Union Business Representative must do so on non-City paid time and remain in such an unpaid status for the duration of the interview. Permission for an employee to leave their work station must be received in advance from the supervisor.

The Union agrees to indemnify and hold harmless the City for any loss, damages or claim arising out of such visits.

Section 5.06 Bulletin Boards

The City agrees to maintain a bulletin board during the term of this Agreement. Space on the bulletin board will be made available to the Union. Postings by the Union on such board are to be confined to official business of the Union, and must be initialed by a union steward prior to posting.

Section 5.07 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 VI SAVINGS CLAUSE**Section 6.01 State and Federal Obligations**

This Agreement shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein. The City agrees that it will notify and meet with the union regarding any changes to this agreement.

Section 6.02 Court Actions

If any provision of this Agreement or its application should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 6.03 Binding

Except as provided in the above preceding paragraphs, the parties hereto agree this Agreement cannot be modified, changed or altered in any way whatsoever except by provision of notice, and meeting and conferring prior to implementation of any changes. It is understood that this agreement is not binding on successors or assigns.

ARTICLE VII FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council and union membership.

The City Manager or designee is fully authorized to enter into Memorandums of Understanding (MOUs) and/or Memorandums of Agreement (MOAs) with the IUOE.

Non-conflicting prior practices shall continue without interruption as a prior practice until notice of discontinuation is provided. A prior practice shall be defined as a practice which has been 1) unequivocal; and 2) clearly enunciated and acted upon by both parties; and 3) readily ascertainable over a reasonable period of time as fixed and an established practice.

The waiver or breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Exhibits 'B' and 'C' attached hereto are agreements between the City, International Brotherhood of Electrical Workers, Local 77, and International Union of Operating Engineers, Local 280 relating to Warehouse staffing. Said agreements are incorporated herein by reference.

ARTICLE VIII PERFORMANCE OF DUTY

The City and Union agree that public interest requires the effective and uninterrupted performance of public and emergency services. Nothing in this agreement shall be construed to give an employee the right to strike or refuse to pass through an official AFL/CIO sanctioned picket line associated with any City services. With respect to other official AFL/CIO sanctioned picket lines, employees shall be required to pass through when health, safety or emergency issues exist, or when a qualified supervisor is not available to perform the work.

No employee shall strike or refuse to perform their duties to the best of their ability during the term of this agreement. Neither the Union nor any of its members shall cause, encourage, or

participate in any strike, picketing, slowdowns, sick outs, walkouts, or any other work stoppage or interference with the City's services or operations.

ARTICLE IX PROBATIONARY PERIOD, SENIORITY, PROMOTIONS AND TRANSFERS, LAYOFFS AND RECALLS

Section 9.01 Probationary Period

The first twelve (12) months of employment shall constitute a probationary period, during which time the seniority provisions of this Agreement will not apply. After satisfactory completion of the probationary period, all names must appear on a seniority list as of the first date of employment.

An extension to the twelve (12) month probationary period will be required when an employee is promoted or transferred prior to his/her successful completion of a twelve (12) month probationary period. In this case, the promoted or transferred employee shall complete six (6) months of probation in the new classification (refer to Section 9.03 Promotion and Transfers).

Supervisors shall be responsible for meeting with the probationary employee and conducting written performance evaluations following the sixth (6th) month and twelfth (12th) month, or more often if needed. Upon successful completion of probation, the employee shall be considered "regular full-time".

Section 9.02 Seniority

Seniority shall for the purpose of this Agreement be defined as an employee's length of continuous regular, full-time service since their last date of hire, less any adjustments due to layoff or any other breaks in service, excluding approved absences associated with medical or disability of the employee or qualified family member, or other lawfully protected absences. Seniority within the Division will be as of the first day of regular employment in the Division.

A. Seniority List Divisions

Water (Water Operations and Water Maintenance; includes Meter Service Worker)
Waste Water (Waste Water Operations/Waste Water Maintenance/Storm Water
Maintenance)
Equipment Maintenance
Parks and Facilities
Street Maintenance
Warehouse
Solid Waste (Solid Waste Collection and Solid Waste Disposal)
Meter Reader

Seniority lists for Divisions listed above shall be updated by Human Resources and reviewed by IUOE stewards annually. The lists shall show relative position based upon:

- 1) Continuous service within the Division.
- 2) In the event of a tie on one (1) above, length of service within the classification shall determine position on the list.
- 3) In cases where two (2) or more employees start to work on the same day, the date of application for employment shall establish priority of position on the seniority lists.

B. Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee: 1) quits or; 2) is discharged for just cause; or 3) is absent for three (3) consecutive work days without notifying the City providing that the employee was able to do so; or 4) is laid off and fails to report within seven (7) calendar days after having been recalled by certified mail sent to last known address on record; or 5) fails to report for work within one (1) work day after termination of an authorized leave of absence; or 6) is laid off in excess of two (2) years; or 7) retires.

Section 9.03 Promotions and Transfers

All qualified, regular full-time City employees covered by this Agreement may apply for job vacancies for the classifications listed in Appendix A of this Agreement. The City shall internally post each job vacancy and provide qualified, regular full-time City employees covered by this Agreement first consideration over all other City employees and non-employees. Provided, the seeking of qualified applicants by posting vacancies inside and outside the City shall not be considered a violation of this agreement.

Probationary employees are not considered regular full-time employees until successfully completing a twelve (12) month probationary period; however, probationary employees are eligible to apply for promotions and/or transfers upon completion of at least six (6) months of the probationary period. An employee who is promoted or transferred prior to completion of a twelve (12) month probationary period, must successfully complete at least six (6) months of probation in the new position before becoming a regular full-time employee.

Applicants must meet the minimum qualifications for the posted job classification in order to participate in the examination process. Actual job performance, knowledge, skills, abilities, training and experience shall be considered in any examination used to determine qualifications and fitness of candidates. If the qualifications and fitness of the applicants covered by this Agreement are relatively equal, the following factors shall be considered respectively:

- 1) Length of continuous service within the Division (see Section 9.02 Seniority).
- 2) Length of continuous service within the IUOE bargaining unit.

It is understood by the parties hereto that if examinations are utilized, they will be given to all those applying for the position.

After complying with the provisions as stated above and a vacancy still exists, first consideration will be given to part-time and temporary employees who have successfully completed at least one season of employment with the City, or who receive the recommendation of their supervisor. This is not a guarantee of an offer of regular employment, and the City reserves the right to open up the application process to all other City employees and non-employees at the same time.

When an employee is promoted into a higher classification, the employee shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a seventy-five dollar (\$75.00) per month increase over the employee's base rate, but in no case will it exceed the top step of the higher classification.

When an employee is transferred to another classification, the employee shall receive the same compensation unless a higher step is required to avoid a reduction in the employee's base rate of pay. However, in no case will the employee's base rate exceed the top step of the new classification.

When an employee has been transferred or promoted into any position in which the employee has had limited experience, the employee shall be given a thirty (30) calendar day training period.

Immediately following the transfer or promotion, the employee and supervisor shall review a written summary of anticipated job duties and expectations (standards) for performance.

On or about two (2) weeks into the training period, the supervisor will meet with the employee to review and discuss the employee's Training Period Performance Review. In addition, the supervisor and employee will discuss job duties and expectations as outlined at the time of the promotion or transfer, and whether training has been adequate for the employee to learn the specific job duties encountered during the first two (2) weeks of training.

If within five (5) days before the end of the training period it is determined that the employee will not be successful in the new position based on two (2) Training Period Performance Reviews, the employee will be returned to his/her previous position. A probationary employee is not guaranteed a return to his/her previous position. If it is determined by the City that an extension of the training period is necessary to afford the promoted or transferred employee exposure to other aspects of the work as specified in the original written duties and expectations, the employee shall be notified within the time frame noted above.

It is understood that the City will not fill the vacated position with a regular full-time employee while the promoted or transferred employee is undergoing his/her training period. The vacated position may be filled temporarily by an upgrade, or a provisional appointment may be made. At

such time as the employee has completed a successful training period, the vacant position may be filled in accordance with this section.

The promoted or transferred employee shall retain seniority in his/her previous seniority group until such date that a final decision is reached on successful completion of the training period.

Section 9.04 Layoffs and Recalls

When by reason of lack of work, budgetary consideration, or any other reason, it is necessary to lay off employee(s) in a given job classification within a Division, the employee with the least seniority in the classification within the Division shall be dispositioned first.

Employees being dispositioned may choose to transfer (bump) to a lower or equal paying bargaining unit classification provided:

- 1) The employee has more seniority in the bargaining unit than the incumbent.
- 2) Employee meets the current minimum job requirements of the classification.
- 3) The employee has previously worked in that classification or a higher level in the classification series within a Division (e.g., Maintenance Craftworker I and Maintenance Craftworker II; Utility Craftworker and General Craftworker, etc.) at an effective performance level which will be determined by a review of employee's official personnel record by Human Resources.

Employees laid off will retain recall rights for a two (2) year period; however, prior to using the recall list, each job opening will be posted to regular full-time IUOE employees first. If there are no qualified candidates, the recall list will be used.

Employees laid off shall be recalled in the reverse order to that of the layoff. Employees recalled and reinstated will retain established bargaining unit seniority for the purpose of PTO accrual and other seniority related provisions of this agreement. Accrued Grandfathered Sick Leave at the time of layoff will be credited to the employee at the time of recall/reinstatement.

ARTICLE X HOURS OF WORK AND WORKING SCHEDULES

This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing unless expressly contained within this Agreement, shall prevent the City from restructuring the normal workday or workweek for the purposes of promoting the efficiency of municipal government.

Section 10.01 Work Day

Eight (8), ten (10), or twelve (12) hour days may be considered standard work shifts for bargaining unit personnel. Division managers shall have full authority in establishing appropriate workweeks, work days and work shifts. Employees will report for work on time and ready to begin work at the designated starting time.

The workday shall be defined as commencing at the start of an employee's regular shift and shall end at the start of the employee's next regularly scheduled shift. This shall not apply to plant operators who work a non-traditional work schedule.

Section 10.02 Work Week

Forty (40) hours shall constitute the normal workweek for all regular full-time employees. The work week shall commence Sunday midnight of the current week and end midnight the following Sunday.

Section 10.03 Rest Periods

Employees shall be allowed fifteen (15) minutes of break time for each one-half (1/2) shift.

Section 10.04 Work Shift

The normal work shift shall start at 7:00 a.m. and continue until 3:30 p.m., unless modified to accommodate a ten- (10) or twelve- (12) hour shift or modified by other provisions of this Agreement.

Employees will be allowed a ten (10) minute clean-up time prior to the end of their work shift, to the extent ten (10) minutes are needed to clean up.

Employees shall travel from shop to shop on City time and shall report at the shop headquarters in which they are regularly employed in time to begin work promptly at the designated starting time.

It is recognized that at times emergency conditions experienced in the City's service area are beyond that in which an employee can safely and efficiently work. It is agreed that under such conditions the employees may be assigned alternate duties in a protected area or relieved from duty per Section 10.07 and authorized to utilize available paid time off for subsequent whole day instances. The intent of this provision is to reaffirm the willingness of the City and Union to emergency conditions may provide a valid reason for a supervisor to assign alternate duties. The Union recognizes that emergency work involving danger to life or property must be performed regardless of the emergent conditions.

Where possible, employees will be provided at least seven (7) calendar day notice of shift changes that will be in excess of one (1) week in duration. Individual employee(s) affected by such changes and the division steward will be notified. Temporary shift changes will be with at least a twenty-four (24) hour notice, except in cases of natural or civil disaster, or inclement weather compromising the safe performance of assigned work. Such conditions may result in delayed start, shift change, or work cancellations as determined by the Department Director (communicated by Supervisor or designee), as long as notice is provided before the start of the employee's regular shift.

Section 10.05 Meal Periods

The City retains the right to manage breaks and meal periods within State and Federal rules and regulations except that a break shall be defined as fifteen (15) minutes in accordance with Section 10.03.

The total amount of unpaid time to be allowed for the lunch period shall be one-half (1/2) hour, between 11:00 a.m. and 1:00 p.m. Employees will be allowed up to a ten (10) minute clean-up time prior to the start of their meal period. Meal periods shall normally be taken in the field for employees who normally work in the field. If a restroom is not available at the job site then employees may drive to the nearest public restroom available. Breaks and meal periods will not be combined nor stacked at the end of a shift. The one-half (1/2) hour may be changed to one (1) hour by agreement between the City and the Union.

If an employee works through his or her designated lunch period at the direction of his or her supervisor, a one-half (1/2) hour lunch period will be paid at straight time if the employee commences lunch at 12:45 p.m. or later.

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

Lunchtime for irregular shifts shall normally be at mid-shift.

Section 10.06 Call Outs

A voluntary call out list will be established for each operating division as required. The list will be established for a seven (7) day period, which may fluctuate during weeks in which holidays occur.

Employees who volunteer will be called out in seniority order. Subsequent call outs will commence with the next employee listed after the employee who reported for the previous call out assignment.

Employees who volunteer will be expected to report when called out. However, should an employee be unable to report and the list is exhausted, the least senior qualified employee is required to respond to such call out.

The right of the City to require such call out work is expressly affirmed by the Union.

Section 10.07 Relief From Duty

Employees relieved from duty during the first half of the day or shift shall receive not less than one-half (1/2) day's pay. If relieved after having been on duty more than one-half (1/2) day, they shall then receive a full day's pay. This clause will not apply to employees relieved from duty due to disciplinary action.

ARTICLE XI WAGES, SHIFT DIFFERENTIALS, STANDBY, OVERTIME AND PAYDAY

Section 11.01 Wages

All employees covered by this Agreement and on the payroll as of the effective date of this agreement shall receive wages per Appendix 'A' attached hereto. Time worked and/or paid, and benefits accrued, will be in increments of tenths of hours (each tenth equaling six [6] minutes). Regular full-time employees shall be eligible for progression based on the recommendation of his or her supervisor (which may be based on performance appraisals, discipline, etc.). Progression through the range shall be in six (6) month intervals, subject to satisfactory performance. Withholding of progression shall only occur when supporting documentation of unsatisfactory performance is in a performance appraisal or disciplinary action. All such increases shall take effect at the first of the pay period following the six (6) month interval.

Section 11.02 Shift Differentials

All employees, except plant operators, who commence their shift on or after 12:00 p.m. and before 2:00 p.m., shall receive an additional forty-five cents (\$.45) per hour for all hours worked on that shift after 2:00 p.m. This rate shall be increased to fifty cents (\$.50) per hour when the shift commences on or after 10:30 p.m. and before 5:00 a.m. Shift differential shall not be applied to call out hours worked.

- a) Shift differentials for Plant Operators are included in the wage associated with that classification.
- b) Shift differentials are not applicable when Public Works employees are engaged in snow and ice control and removal, as described in Section 11.04(e).

Section 11.03 Temporary Work In A Higher Classification (Acting Pay)

A qualified employee placed on a temporary assignment to a higher classification shall receive compensation at the appropriate step in the higher classification. The appropriate step shall be one that will make at least a sixty dollar (\$60.00) per month increase over the employee's base rate, but in no case will it exceed the top of the higher classification scale. Such compensation will be made on an hourly basis for actual hours worked in the higher classification.

Criteria for selection of a qualified employee shall be made as follows:

- 1) Upgrades will be on a rotational basis among qualified employees beginning with the most senior employee.
- 2) In order to maintain the upgrade, the employee must demonstrate satisfactory performance in the upgrade position.
- 3) The employee may be removed from the upgrade if performance is unsatisfactory. The employee will be given reason(s) for unsatisfactory performance.
- 4) Employees may refuse an upgrade.

- 5) If all qualified employees refuse the upgrade, the least senior qualified employee will be upgraded.

An employee who works one thousand forty (1040) cumulative hours in an upgrade position is eligible for a within range increase in the upgrade position. The employee's supervisor shall be responsible for maintaining records of cumulative hours in upgraded positions, and such information shall be available to the employee upon request.

Section 11.04 Overtime

Authorized work performed by employees, which exceeds the standard work schedules may be compensated as set forth in "A" and "B" below. Overtime pay shall be calculated on the base rate of the position in which the authorized overtime was worked. Overtime worked is recorded in increments of tenths of hours (each tenth equaling six [6] minutes). All overtime shall be paid in the form of dollars and cents only.

- A. Time and one-half (1-1/2) will be paid for:
 - 1) Hours worked on the first scheduled day of rest;
 - 2) Hours in excess of the regularly scheduled full time workshift.
- B. Double time will be paid for:
 - 1) Hours worked on the second scheduled day of rest;
 - 2) Call-out hours during the period commencing at 12:00 midnight and ending at 7:00 a.m. or the beginning of the regular work shift, whichever is earlier;
 - 3) Cumulative hours worked in excess of twelve (12) in any single workday; and until six (6) hours of rest.
- C. Employees assigned to work schedules which provide for consecutive days of rest in excess of two days shall be compensated as follows:
 - 1) Time and a half for all hours worked on the first day of rest.
 - 2) Double time for all hours worked on the second day of rest.
- D. For overtime worked on subsequent days of rest, compensation shall be as follows:
 - 1) If the overtime worked is the first occasion during the rest day period, compensation shall be at time and a half.
 - 2) If the overtime worked is on the second or subsequent consecutive days after the first occasion of overtime work, compensation shall be at doubletime.
 - 3) If a break in work schedule occurs, the cycle shall commence accordingly as a first day of rest.

- E. Overtime worked by Public Works employees assigned to snow and ice control and removal on the driving surfaces of public streets shall be at the overtime rate of 1.75 times the employee's base rate of pay. This higher overtime rate combines both overtime and shift differential pay. This provision supersedes Sections 11.04 (A-D), above.

Section 11.05 Call-out Pay

Upon acceptance of the call-out assignment, pay for call-out time shall not be less than the equivalent of four (4) hours pay at straight time rate, unless such call-out time extends into the employee's regular scheduled shift, in which case pay shall be only for the period of time between the beginning of the call-out work and the beginning of the shift. Call-out pay shall begin at the time the employee accepts the call-out. A thirty (30) minute response time is required for call-outs.

The guarantee of a minimum of four (4) hours pay at straight time shall apply only to a two and one-half (2-1/2) hour period initiated by a call-out, regardless of how many subsequent call-outs may occur during that two and one-half (2-1/2) hour period.

A subsequent two and one-half (2-1/2) hour period initiated by a call-out. a) Occurring after completion of work and return home from a previous call-out and b) occurring after elapse of the previous two and one-half (2-1/2) hour period initiated by the first call-out, will be granted an additional guarantee of four (4) hours straight time pay regardless of how many call-outs are made during that two and one-half (2-1/2) hour period.

This procedure is repeated as necessary. After 12:00 midnight the two and one-half (2 1/2) hours referenced will become a two (2) hour period.

Section 11.06 Scheduled Overtime

Scheduled overtime shall be offered to senior qualified employee(s) on a rotational basis, and is not subject to the four (4) hour call-out provision outlined in Section 11.05, nor is an employee eligible for meals provided for in Section 10.05 of this Agreement. However, an employee shall work and be paid, at the appropriate overtime rate, for a minimum of four (4) hours for any overtime scheduled on a day of rest.

Refusal of scheduled overtime shall be charged as overtime hours worked for record keeping purposes.

The City will provide notice to affected employees no less than twelve (12) hours in advance of such scheduled overtime, except in cases of emergency.

Section 11.07 Shift Extension Overtime

Overtime, which is the extension of a shift at its end, is not to be treated as call-out or scheduled overtime but rather paid pursuant to the provisions of Article 11.0. An extension of the beginning of a shift shall not be treated as a call-out and paid accordingly.

Section 11.08 Required Overtime

In the event qualified employees do not volunteer to perform required overtime, least senior qualified employees will be required by the City to perform such required overtime work. The right of the City to require such overtime work is expressly affirmed by the Union.

Section 11.09 Meal Allowance

An employee shall be allowed a meal when 1) he or she has been called out and works a minimum of three (3) hours or; 2) he or she is called out and the call-out extends into the employees regularly scheduled shift, or; 3) his or her shift is extended a minimum of two (2) hours.

The time allowed for meals shall be non-compensable. The meal period shall be on City time in all circumstances when the employee is required to remain on duty during the meal period. Meal allowances will be paid in accordance with the City's Travel Policy per diem schedule in effect on the date of the meal. The City's per diem schedule will be updated as the General Services Administration (GSA) establishes new rates. Employees shall pay directly for their meals eaten and are not required to submit meal receipts. Employees may choose a meal of greater or lesser value than the established per diem in effect, however, their meal allowance shall nonetheless equal the per diem meal rate.

The following meal periods will determine the appropriate meal allowance:

<u>Meal</u>	<u>Meal Period</u>
Breakfast	12:01 a.m. - 8:00 a.m.
Lunch	8:01 a.m. - 4:00 p.m.
Dinner	4:01 p.m. - 12:00 a.m.

The time the employee becomes entitled to a meal determines the per-diem rate to be used. If an employee, for example, is called out at 8:30 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 11:30 p.m. (three [3] hours after the call-out) at the dinner rate. However, if an employee is called out at 10:00 p.m. and works until 1:30 a.m., the employee is entitled to a meal at 1:00 a.m. at the breakfast rate.

An employee shall be entitled to a second meal in the event he/she works an additional four (4) hours, without being sent home, on overtime or on his/her normal shift after he/she was entitled to the first meal.

If an employee is unable to take their meal during the meal period occurring outside their regular work schedule, the employee shall still be entitled to the applicable per diem allowance as though the employee took a meal.

Section 11.10 Payday

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

ARTICLE XII INSURANCE AND BENEFITS**Section 12.01 Health and Life Insurance Benefits**

The medical, dental, and vision benefit plan components shall remain unchanged for the duration of the Agreement, except as noted in this Article as related to federal healthcare legislation. Thereafter, for the duration of the Agreement, any subsequent changes to the Plans shall be negotiated.

If it is determined that a federal excise tax must be imposed upon the City because of healthcare costs, the Employer will provide written notice to the Union. The parties recognize the City may need to make benefit plan changes as are reasonably necessary to comply with the provisions of the federal healthcare initiative. Changes may include those intended to avoid the incurring of any federal excise tax liability imposed on the City under a federal healthcare initiative.

A. Medical Plan – Preferred Provider Organization

The City-sponsored Preferred Provider Organization (PPO) Plan ("Plan") provides medical coverage ("medical coverage" includes imbedded prescription coverage) and a separate PPO dental coverage for employees and their eligible dependents.

Employee Medical Premium Contributions by Tier*

Employee Only	12.0%
Employee & Spouse	12.0%
Employee & Child/Children	12.0%
Employee, Spouse & Child/Children (Family Tier)	12.0%

The employee's medical insurance contribution will be split equally and deducted from the first (2) paychecks of each month.

**Beginning January 2018 through August 2018, the employee portion of medical premium contributions shall equal the 2017 IUOE employee contributions for all tiers.*

Effective September 2018 through December 2019, the employee portion of medical premium contributions shall equal those of the 2018 Unaffiliated and IBEW employee contribution for all tiers.

Beginning January 2020, the employee portion of medical premium contributions shall equal the provisions of Article 12, Section 12.01 (A).

B. Prescription Plan

The City's health care package includes a prescription plan imbedded in the Medical plan (referred to as the Medical Plan).

C. Minimum medical and dental healthcare coverage – Essential Plan or Primary (PPO) Plan

When statutory benefits are required under federal healthcare initiatives for employees working thirty-five (35) or more hours per week (defined as "Regular, Full-time" under federal legislation), these employees shall be eligible for the Primary PPO and Dental plan benefits of regular, full-time employees. For temporary and other employees defined as eligible for healthcare benefits under federal healthcare initiatives, other than those defined as regular, full-time, the City shall provide Essential Plan medical and dental eligibility. The City shall define the Essential Plan and the rates. The employee may opt out of employee and dependent coverage. The employee and the City each shall pay fifty percent (50%) of the employee and the child or children medical and/or dental premiums. The employee shall pay one hundred percent (100%) of the spouse premium, if elected.

D. Retiree Medical Insurance for employees retired prior to January 1, 2013

Employees who retired prior to January 1, 2013 who enrolled and remain enrolled in Retiree Insurance for themselves and/or eligible dependents will continue to pay one half (½) of the composite rate in effect for the Open Access Plan (OAP) 2 Retiree Insurance plan, regardless of the number of eligible dependents the retiree has enrolled in the plan.

All retirees and dependents enrolled in OAP 2 will continue to receive the same coverage (plan design) as active employees enrolled in OAP 1, provided they maintain all premium payment and other eligibility requirements.

Retirees (or their surviving spouse or surviving dependents, if there is no surviving spouse) may, at their own election, at any time during the calendar year, elect enrollment in the OAP 3 Retiree Insurance plan, and pay one-half of the tiered premium rate in effect. Enrollment in OAP 3 is effective the first day of the month following the new election. The election to move from OAP 2 to OAP 3 is irreversible.

E. Retiree Medical Insurance for employees employed as of December 31, 2012, and who did not opt out of Retiree Insurance eligibility

Employees who did not opt out of Retiree Insurance eligibility and who retired/will retire January 1, 2013 or later are eligible to enroll in the OAP 3 Retiree Insurance Plan for themselves and eligible dependents. The City and enrolled retirees (or their surviving spouse or surviving dependents) share equally in the monthly premium in effect for the tier elected.

F. Retiree benefits for regular full-time employees as of December 31, 2012 who chose to opt out of Retiree Insurance eligibility

Employees who were employed as of December 31, 2012 and who chose to opt out of Retiree Insurance eligibility are eligible for certain retiree benefits in lieu of Retiree

Insurance. These employees have already received a buyout, which they were eligible for as a result of their decision to opt out. The City shall contribute one percent (1%) of base salary each payroll period to the employee's ICMA-RC RHS account.

G. Retiree benefits for regular full-time employees hired on or after January 1, 2013

In lieu of eligibility for Retiree Insurance, employees hired on or after January 1, 2013 are eligible for certain retiree benefits. Both the City and the employee shall each contribute one percent (1%) of base salary each payroll period in the employee's ICMA-RC Retirement Health Savings (ICMA-RC RHS) account. The City may redirect both City and employee contributions to an alternative savings account agreed to between the parties if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.

H. Dental Plan

The City's health care package includes a dental plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Dental PPO Plan, except for those enrolled in the Essential Plan (see Article 12, Section 12.01 [C], above).

I. Vision Plan

The City's health care package also includes a vision plan for the employee and his or her eligible dependents. This plan has a separate enrollment election from the medical plan. The City pays the full cost of the Vision Plan.

J. Flexible Spending Account – Section 125

Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program, to include medical expenditures and/or dependent care expenditures. The City will pay any administrative fees. The City may eliminate the medical plan component of this program if the City must include this program as a part of medical plan value in the calculation of excise tax liability under a federal healthcare initiative.

K. Insurance Committee

The City may form an insurance advisory-only committee to explore consumerism, wellness, and healthcare cost mitigation measures during the term of this Agreement. If formed, the IUOE may designate members to participate on the Committee.

L. Life and Accidental Death & Dismemberment (AD&D) Insurance

The City will pay for Basic Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay (rounded to nearest \$1000), basic spouse and basic dependent life insurance as specified in plan documents, and coverage for employee AD&D. The City will pay the entire premium for Basic Life and Basic AD&D coverage for employees and eligible dependents. Employees may elect supplemental (voluntary) additional life and/or supplemental (voluntary) AD&D benefits for themselves and eligible dependents, subject to plan requirements and limitations.

M. Administration

The City retains the right to choose the insurance carrier(s), administrators and networks and other administrative consultants for the Plans' management.

N. High Deductible Health Plan (HDHP)

The IUOE and the City shall allow employees to enroll in a HDHP if the City implements such a plan during the term of this Agreement, as an addition to the PPO plan offered to eligible employees. The HDHP may have a health savings or health reimbursement component.

Section 12.02 Deferred Compensation

A. Voluntary Program

In accordance with the limitations of federal law, regular full-time employees are eligible to voluntarily participate in a City Internal Revenue Code (IRC) section 457 Plan.

B. City Matching Program

For regular full-time employees, the City will match an employee's contribution of up to three percent (3.0%) of base pay into either a City IRC 457 Plan or a City 401(a) Plan. The 401(a) plan must be elected within sixty (60) days of initial eligibility for that plan.

The City will match an employee's contribution to a two-to-one match, up to three percent (3%). This match allows employees the opportunity to reduce their contributions to the IRC 457 plan to help offset increases in health insurance premium share. For example:

<u>Employee</u>	<u>City</u>	<u>Total</u>
0.5%	1.0%	1.5% of Base Pay
1.0%	2.0%	2.0% of Base Pay
1.5%	3.0%	4.5% of Base Pay

This match modification is not applicable to the 401(a) plan due to the irrevocable election required under the 401(a) plan.

Section 12.03 Transition from RHS

Transition from RHS to Section 401(a) or Section 457 due to Federal Healthcare Legislation:

If federal healthcare legislation results in the RHS plan contributing to the calculation for excise tax on healthcare benefits, then, effective the tax year impacted by excise tax, both the employees' and any/all City RHS contributions addressed in this Agreement shall be discontinued, and the City shall establish an equivalent-contribution program to an IRC Section 401(a) plan, if allowed by IRS guidelines.

If these City and employee contributions cannot be made to a Section 401(a) plan, the City shall instead establish an IRC Section 457 plan instead, for both City and Employee contributions, except that the employee one percent (1%) contribution shall be voluntary by the employee. The RHS contributions shall continue if the RHS program is not considered a medical plan for excise tax calculation purposes, unless otherwise negotiated in a successor agreement.

Section 12.04 Retirement Health Savings Program.

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

Upon service retirement from the City, employees shall contribute all unused Grandfathered Sick Leave within the limits of this agreement to the RHS Program (refer to Section 13.03 Treatment of Grandfathered Sick Leave).

Section 12.05 Retirement

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

Section 12.06 Optional Coverages

Subject employees may voluntarily contribute to and participate in other optional benefits offered by the City, included but not limited to the Employee Wellness and Employee Assistance Programs. It is understood that optional benefits may change or be discontinued at any time at the City's discretion.

ARTICLE XIII LEAVES**Section 13.01 Paid Time Off and Extended Sick Leave Program**

Paid Time Off (PTO) is provided to regular full-time employees in lieu of Vacation and Sick Leave. In addition to PTO, an Extended Sick Leave (ESL) bank is created.

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

With the implementation of PTO and ESL, the following was eliminated: 1) vacation bonus day (eight (8) hours is included in the PTO accrual rate calculation; 2) floating holiday (eight (8) hours is included in the PTO accrual rate calculation); 3) doctor and dentist appointment leave (ten (10) hours is included in the PTO accrual rate calculation); and 4) bereavement leave.

A. Paid Time Off (PTO)

Regular full-time employees shall accrue PTO as follows:

1. Accrual and Use

PTO hours accrue based upon the actual number of regular hours worked, or other non-worked hours entitled to PTO accrual when defined in this Agreement.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0-9	20.17
10-15	22.17
16-20	24.17
20+	26.17

Temporary employees shall earn PTO pay at a rate of four (4) hours per month of service to be paid upon completion of the temporary assignment. This PTO shall be utilized to meet the statutory requirements of Paid State Sick Leave as described in Article 2, Section 2.01 (A).

Limited term employees shall accrue PTO at a rate of twelve (12) hours per month of service. Limited term employees shall be eligible for use of PTO upon approval of the supervisor and shall be eligible for payout of PTO upon separation.

Upon completion of six (6) months of employment, probationary employees shall be eligible for payout of PTO upon separation.

2. Accumulation Limit

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

3. Pro-ration

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

4. Authorized Uses

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

a. Scheduled

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

b. Unscheduled

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

An employee who is unable to report to work due to an unscheduled absence must contact their division supervisor in accordance with department/division policy, or, absent such a policy, no later than two (2) hours after the beginning of his/her scheduled work shift.

Prior to submitting a timecard, an employee, if requested, must provide his or her division supervisor with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses, except that an employee is not required to provide their supervisor with specific medical information regarding their own or a qualified family member's condition necessitating the absence(s).

The employee must keep his or her division supervisor generally informed that their absence relates to a medical or other condition for themselves or a qualified family member, or that the absence is a result of a previously-approved FMLA case (as approved by Human Resources). If the absence is more than three (3) working days' duration, the employee may be required by Human Resources to submit a medical certification to Human Resources. The required certification may include a qualified healthcare provider's statement and/or certification and statement that the employee has been or will be unable to work for the period of absence of their own or a qualified family member's condition.

If the absence is due to the employee's own condition, a certification by the treating healthcare provider may be required by Human Resources indicating the employee

is cleared to return without need for any restrictions or job shift modification. If needed, Human Resources will work with the employee's supervisor to consider accommodating the healthcare provider's request for light duty or modified work hours/schedule in lieu of denying an employee's return to work.

Below are eligible unscheduled uses that do not constitute an attendance infraction:

i. Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work-related physical disability, when such leave is authorized by policy and/or Human Resources as "excused".

ii. Work-Related Illness or Injury

After returning to work, employees must use scheduled PTO, when available, for follow-up medical appointments related to an industrial injury. Employees may elect to make up differences between state mandated benefits and regular pay as outlined in Section 13.05 Occupational Disability Allowance herein.

iii. 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, or when other allowed absences occur, such as when providing assistance related to a domestic violence matter. Immediate family members include spouse; child or grandchild (natural, adopted, foster and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); and opposite-sex registered domestic partner. It does not include uncle, aunt, niece, nephew or cousin. Other additional family members may be qualified if required by law.

5. Annual Buy-Out

With written approval from the division head and department director, an employee may buy-out a portion of his or her accumulated PTO on an annual basis. Said buy-out will be made at the employee's base straight time hourly rate of pay and is subject to the following:

- 1) The employee must have at least two hundred (200) hours of PTO remaining in his or her accumulation account after said buy-out;
- 2) The employee must have used at least forty (40) consecutive hours of scheduled PTO in the twelve (12) months preceding the effective date of buy-out. No other form of unpaid or paid time (holiday, comp time, etc.) shall qualify as part of this forty (40) consecutive PTO hour requirement.;
- 3) The minimum cash buy-out is twenty (20) hours and the maximum is forty (40) hours of PTO; limited to one (1) time per calendaryear;

- 4) Employees may buy out an additional twenty (20) to forty (40) hours of PTO for purposes of funding the ICMA-RC 457 Deferred Compensation plan; limited to one (1) time per calendar year;
- 5) Approval of the buy-out is discretionary on the part of the employee's department director who may approve all, a portion or none of the request depending upon available funds, and anticipated workload of the employee as determined by the City;
- 6) Approved requests for buy-outs must be submitted as a part of the regular payroll (no special requests) as an entry on the employee's timecard;
- 7) Employees are responsible for understanding the tax implications of such a buy-out.

6. Pay-Off Upon Termination

Except for employees serving their initial probationary period, or as otherwise provided for in this Agreement, accumulated PTO up to the accumulation limit of five hundred (500) hours shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

7. Donation and Transfer

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 PTO 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 two hundred forty (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 insurance premiums while using donated leave, and will not accrue any other leaves 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. The Human Resources Department is responsible for approving the request and forwarding

the PTO/Vacation Donation Transfer Form (see Exhibit 'D') to the respective division for organizational wide notification and distribution.

City employees may donate PTO leave to other employees under the following conditions:

- 1) A PTO balance of at least two hundred (200) hours is maintained after the transfer, and, employees may not donate more than one hundred (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 ten dollars (\$10.00) per hour base. The donating employee earns twenty dollars (\$20.00) per hour, and wishes to transfer ten (10) hours. As a result, two hundred dollars (\$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.

Section 13.02 Extended Sick Leave (ESL)

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

A. Full-Time Accrual Rate

Effective December 19, 2012, ESL will accumulate at a rate of four (4) hours per month. Regular full-time employees will be credited with forty-eight (48) hours of ESL upon successful completion of probation.

B. Accumulation Limit

There is six hundred (600) hour limit of ESL that an employee can accrue.

C. Proration

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

D. 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; child and grandchild (natural, adopted and step); parent, guardian, grandparent and sibling (natural, adopted, step and in-laws); opposite-sex registered domestic partner. It does not include uncle, aunt, niece, nephew, or cousin. This leave is only available once the employee has been on approved

leave (for illness/injury) for over eighty (80) continuous regularly scheduled working hours. It may be used retroactively if the condition persists for over eighty (80) regular work hours and Paid Leave was originally requested.

With the Human Resources Director's approval, an employee returning to work from a serious illness/injury may be eligible to use ESL on an intermittent basis to continue treatment/rehabilitation.

ESL is authorized up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence. Additional time off may be requested using PTO.

E. Pay-off Upon Termination

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

F. Donation of ESL

ESL cannot be donated.

Section 13.03 Treatment of Grandfathered Sick Leave

All existing sick leave accumulated prior to the first payroll period of 2009 (December 22, 2008) is considered "grandfathered". Authorized uses include only scheduled preventative health and dental appointments, unscheduled personal/family illness, or long-term illness or injury. Upon service related retirement, employees shall contribute all unused Grandfathered Sick Leave to the RHS Plan as follows:

Less than 500 unused hours	- 25% of total hours
500-999 unused hours	- 30% of total hours (not to exceed \$7,500)
1000 unused hours or more	- 35% of total hours (not to exceed \$10,000)

Section 13.04 Holidays

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

New Year's Day (January 1);
President's Day (Third Monday of February);
Memorial Day (Last Monday in May);
Fourth of July (July 4);
Labor Day (First Monday in September);
Veterans Day (November 11);
Thanksgiving Day (Fourth Thursday in November);
Day after Thanksgiving;
Christmas Eve (December 24);
Christmas Day (December 25).

Each holiday listed above shall be within a single twenty-four (24) hour period commencing at 12:01 a.m. (midnight) on the calendar day on which the City observes the holiday and shall end at 12:00 midnight on that same calendar day. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls within an employee's vacation (scheduled PTO) period, the holiday shall extend the vacation (scheduled PTO) period.

All personnel employed temporarily, including Limited Term employees, by the City for work on a full-time basis shall receive pay for all regularly paid holidays provided the holiday falls on the employee's tour of duty.

Employees not scheduled to work on a holiday shall receive eight (8) hours of holiday pay at the regular straight base rate of pay.

Employees scheduled to work a City recognized holiday and who works in excess of five (5) hours will be paid a minimum of eight (8) hours pay at a rate of time and one-half (1½).

Employees working a holiday shall be paid time and one-half (1½) for all hours worked on the holiday, plus eight (8) hours holiday pay at straight time.

Holiday Scheduling: Rotational selection by seniority, rotate until all holidays scheduled for Solid Waste.

Holidays will be observed for Water Operations and Waste Water Operations (Plant Operators Only) on the actual holiday and Plant Operators will be compensated in accordance with the parties' Memorandum of Understanding from June 2007.

Section 13.05 Occupational Disability Allowances

In the case of any disability which is covered by State Industrial Insurance or Worker's Compensation, the City will pay to such disabled employee an occupational disability allowance equal to one hundred percent (100%) of the employee's regular straight-time wages for the first forty (40) regularly scheduled hours of inability to work due to a covered disability. The City will continue to pay eighty percent (80%) of the employee's regular straight-time wages for an additional maximum period of three hundred and sixty five (365) continuous calendar days from the date of injury (combining the first forty [40] hours at 100% and the remaining calendar days at 80%).

Light duty assignments during the initial 365 from the date of injury do not extend the 365-day entitlement to Occupational Disability pay. Time worked in light duty assignments is paid at the employee's regular wage. Additionally, light duty assignments may extend past the initial 365 days, as determined by the treating healthcare provider, the City and the Worker's Compensation administrator.

Cumulative PTO, Grandfather Sick or ESL may be used to make up the difference between eighty percent (80%) of the regular straight-time wages and one hundred percent (100%) base salary at the employee's option. At no time will the 100% or 80% wages be less than the net mandated time loss compensation as indicated under the RCW Title 51, Industrial Insurance.

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

Section 13.06 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 pay at the discretion of their supervisor to attend a funeral of a City employee.

Section 13.07 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, salary less the amount of jury or witness fees (exclusive of mileage) the employee is paid or to which the employee is entitled.

Section 13.08 Military Leave

Employees shall be subject to the City's policy regarding Military Leave, ensuring State and Federal military leave laws and entitlements are followed.

Section 13.09 Family and Medical Leave

Employees shall be subject to the City's policy regarding Family and Medical Leave, ensuring State and Federal leave laws and entitlements are followed.

Section 13.10 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 employee's Department Director. If such a leave is approved, the employee will be considered to be active at work and entitled to the privileges and benefits as specified by this Agreement. If the employee fails to return from said leave, the employee will be considered as having abandoned the employee's job and be subject to termination.

A regular full-time employee with a minimum of two (2) years of service may be granted an unpaid leave of absence of up to one (1) calendar year with the approval of the City Manager. Prior to approval of such leave, the employee must have exhausted all the employee's PTO and ESL leave. During such leave, the employee will not accrue PTO or ESL leave or any other benefits, and the employee's seniority will be frozen.

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

An employee appointed or elected to office in the Union which requires a part or all of the employee's time shall not lose his/her established seniority with the City and shall be granted leave of absence upon application. Leave of absence under this clause shall be limited to one (1) year except that the City may grant extensions in increments of one (1) year for as long as the City deems practical.

ARTICLE XIV DRUG AND ALCOHOL TESTING

Section 14.01 At Work Influence Prohibited

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.

Section 14.02 Employee Assistance Program Available

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.

Section 14.03 Suspicion of Influence

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 conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article.

For the purpose of administering this Article the following definition of reasonable suspicion is provided:

- 1) Management personnel concludes through objective observation, investigation and evaluation that an employee is under the influence or impaired by the use of alcohol, drugs and/or controlled substances;
- 2) Where an employee is involved in an accident due to the action, inaction or inattention of the employee;
- 3) Where the City receives reliable information based upon personal knowledge of an individual, including but not limited to other employees of the City, the medical community, or law enforcement personnel, of involvement by the employee with alcohol and/or controlled substances.

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:

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 (TCH)	50	15
Cocaine metabolites (Benzoyllecgonine)	150	100
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)
Opiate metabolites – Codeine/Morphine Codeine Morphine	2000	2000 2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA) Methylenedioxyamphetamine (MDA) Methylenedioxyethylamphetamine (MDEA)	500	250 250 250

Level of the positive result for ethyl alcohol....0.04 gm/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 bylaw.

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.

Section 14.04 Testing Procedure

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 testing 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, 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 same laboratory utilized in the DOT program.
- 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.

Section 14.05 Results Reporting

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.

The City shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the City. The MRO shall have the responsibility to determine when an individual has failed a drug test in accordance with the standards enumerated herein.

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.

When applicable, additional testing may be required under the City's DOT policy.

Section 14.06 City Policy Impacts

If the City issues a separate substance abuse policy the parties shall meet in labor management to discuss impacts of implementation, with the intent that the policy shall reflect State and Federal requirements for a Drug Free Workplace, drug testing, and CDL/DOT requirements when applicable. It is agreed that disciplinary action taken for violation of the City's policy shall be subject to the grievance procedure. The City shall provide written notice to the Union if amendments are needed during the term of this Agreement.

ARTICLE XV MISCELLANEOUS**Section 15.01 Attendance Policy**

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

A. Absenteeism

Absences from work may be scheduled or unscheduled; both scheduled and unscheduled absences may be authorized and not subject to discipline.

Employees may be subject to disciplinary action for unscheduled absences, except when they are associated with medical, FMLA, military leave, or other protected leave as approved by Human Resources. Additionally, unscheduled absences may be subject to disciplinary action when the sick leave is taken for reasons other than those allowed by policy, or other than reasons approved by Human Resources, or when the employee fails to comply with required notification or documentation procedures of department, division or City policy or Human Resources procedures.

Employees may be subject to disciplinary action for habitual absences, including when the employee is excessively absent from work on an unscheduled basis without an authorized reason.

Discipline for unscheduled absences must meet the following criteria:

- 1) Unscheduled use of PTO or leave without pay on more than eight (8) normally-scheduled or scheduled overtime days in a rolling calendar year; or
- 2) Unscheduled use of PTO or leave without pay on days connected to scheduled PTO or holidays which substantiate a pattern of abuse (may be less than eight (8) total unscheduled days).

B. Progressive Steps of Discipline

1. Action Step 1

If an employee exceeds any of the thresholds, the immediate supervisor will review the attendance record to determine that an employee has a problem with use of unscheduled PTO or other time off. Should that problem exist, the supervisor will meet with the employee, discuss the problem and agree upon expectations for correcting the problem. The meeting may constitute a verbal warning.

2. Action Step 2

Should the unscheduled attendance problem continue, the Supervisor may initiate actions of progressive discipline in accordance with acceptable standards of reasonable judgment as established by the parties in the City's Progressive Discipline Policy.

In lieu of a suspension, the employee's manager or supervisor may substitute a one (1) pay period reduction in hourly pay equal to the suspension, or a combination of both suspension and pay reduction. For example, an employee who earns \$20.00 per hour is subject to a one (1) day suspension. In lieu, the manager or supervisor may temporarily reduce the employee's hourly rate of pay from \$20.00 to \$18.00 for one (1) pay period.

Section 15.02 Discipline

Probationary employees, as defined in Section 9.01 of this Agreement, are subject to discipline or discharge with or without cause and said discipline or discharge shall not be subject to the grievance procedure.

Regular full-time employees will be disciplined using methods of progressive discipline in the form of verbal and/or written warnings, suspension and discharge for just cause.

Verbal warnings shall not be considered a subject of a grievance.

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

Copies of written reprimands and suspension will be provided to the employee, the Union and will become a part of the employee's personnel file.

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

Section 15.03 Personnel Records

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

Written warnings shall be removed after eighteen (18) months if there is no further related disciplinary action taken.

Disciplinary suspensions shall be removed after twenty-four (24) months if there is no further related disciplinary action taken.

Section 15.04 Work Attire

The City will not require uniforms during the term of this Agreement. However, employees will wear clothing appropriate to their work. This shall include clothing that meets safety and reasonable appearance standards of the City. Note: Examples of inappropriate attire include cutoffs, tennis shoes, sandals, indiscreet lettering on shirts/jackets, tank tops, ragged clothes, etc.

Rain gear shall be made available from a central pool per employee's request.

Section 15.05 No Smoking

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

Section 15.06 Tools and Instruments

The City will provide all tools and instruments for all full-time employees. Part-time and temporary employees may be required to provide their own tools and instruments.

Section 15.07 Contracting

It is the general policy of the City to utilize its employees to perform work that is considered work normally performed by the job classifications contained in Appendix 'A' of this Agreement. Such work shall include all facilities and grounds maintenance; maintenance, plant additions, alterations and changes to water and waste water systems and operational facilities of the City of Richland. However, the City reserves the option to contract out any work it deems necessary in the interest of economy, ability and capability of the work force, availability of City equipment, applicable State and Federal laws and emergency conditions.

Should the City determine to contract out customary bargaining unit work, the City shall strive to absorb displaced workers in other City classifications wherever possible.

Except where an emergency condition exists or natural man-made disasters, the City shall notify the union in writing of any consideration to contract. Should the union desire to enter into negotiations over the City's decision, or its impacts, the union shall provide, within fifteen calendar days, written notice to the City.

Section 15.08 Safety

The City will provide safety measures and safety rules for the purpose of preventing accidents and health hazards to the employees during the hours of their employment. The Union and employees agree to accept their full share of the responsibility and to cooperate with the City so that the employees will use such safety equipment when so provided and observe such safety and health regulations as required by the City.

Section 15.09 Education Benefits

Employees required by the State of Washington and/or the City to maintain certification(s) as a condition of employment shall be offered training in addition to safety and first aid training at City expense, sufficient for the employee to earn at least the minimum number of CEU's required to maintain their State Certification for the position the employee holds with the City.

"At City expense" as used herein means the employee will be paid for time spent in a seminar, class or other City selected training where CEU's are earned and the cost of registration and required materials, and the actual cost of transportation (if outside the Tri-City area). No overtime will be claimed unless mandated by the FLSA or State law. Travel time to and from any City offered training is not compensable unless required by the FLSA.

Travel shall be in accordance with City General Administration Travel policy 2910.

Section 15.10 Commercial Driver's License

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

All regular full-time employees required by job description to maintain a Class B CDL will receive an additional twenty cents (\$.20) per hour for all hours worked plus leave hours. All regular full-time employees required by job description to maintain a Class A CDL will receive an additional forty cents (\$.40) per hour for all hours worked plus leave hours. Employees hired on or before December 31, 2014, and who possess a Class A CDL but who are in a position which requires a Class B CDL, shall receive the Class A CDL additional forty (\$.40) per hour as long as the Class A CDL is maintained and they are in the position requiring a Class B CDL.

CDL pay does not apply to leave cash-outs or buy-outs.

Effective January 1, 2015, all waste water and water treatment plant operators shall no longer be required to maintain a CDL.

Section 15.11 Education Requirements for Certification

The City shall provide director-approved training to prepare employees for certification exams or to support accumulation of required professional experience toward certification requirements. The City shall pay for up to two attempts by each employee to take each certification exam. Provision of training and professional experience shall be subject to budgetary capacity and management determination of staff assignments to meet operational needs, both of which are at the sole discretion of management.

- a) An employee who fails to pass a certification exam after a second attempt will be responsible for the costs and associated time (by utilizing PTO) with any future training and attempts to pass that exam.
- b) The City shall provide training opportunities required for employees to accumulate continuing education units required to maintain certifications. The City will, at the discretion of the Director, assign employees to qualifying training sessions, some of which may require out of town travel. The City shall cover the cost of training and travel.

Section 15.12 Meter Readers

If it becomes necessary to do future mass meter readings, the Union agrees that such work may be assigned by the City to other personnel provided that no meter readers will lose any work as a result of such decision.

ARTICLE XVI GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" as used in this Agreement means a claim by an employee or group of employees that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of the terms of this Agreement. The time lines set forth in this Article are to be strictly followed, unless waived by mutual agreement.

None of the foregoing is intended to mean that the union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the

provisions hereof. The right of the union to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the union. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement unless such change is mutually agreed upon by both parties to this Agreement.

Section 16.01 Informal Process

An employee or group of employees, or their designated representative, who consider they have a grievance shall discuss the grievance within fifteen (15) working days of the alleged occurrence with the immediate supervisor. The supervisor shall have five (5) working days to resolve the grievance. If no mutually satisfactory resolution or remedy is reached, he or she may then proceed to Formal Step 1, within ten (10) working days of the supervisor's response.

Nothing in this section shall preclude communications between stewards and manager level staff in an attempt to resolve grievances prior to initiation of the Formal Process.

Section 16.02 Formal Process

All Formal grievances shall be reduced to writing. Formal grievances shall be signed by the grievant or the employee's authorized representative (shop steward or business representative). All Formal grievances shall state the issue being grieved, reference the applicable section of the Agreement allegedly violated, enumerate all facts pertaining to the matter, and outline the remedy sought. All appeals shall include pertinent materials provided and presented at previous steps.

At each step of the Formal process, the City representative (Division Manager, Department Director, etc.) is responsible for immediate forwarding a copy of the grievance and any related material to the Human Resources Director.

A. Formal Step 1

Formal Step 1 grievances shall be presented to the appropriate next level, typically the Division Manager, or Department Director. Grievances dealing with written warnings shall commence at this step.

The City shall attempt to resolve the grievance within ten (10) working days of receipt. If the grievant is not satisfied with the Formal Step 1 outcome, the grievant may submit the signed Report of Grievance to proceed to Formal Step 2 within ten (10) working days of the Formal Step 1 response.

B. Formal Step 2

Formal Step 2 grievances shall be presented to the next level, typically the Department Director or Deputy City Manager. Grievances dealing with disciplinary suspensions shall commence at this step.

The Department Director or Deputy City Manager shall attempt to resolve the matter within ten (10) working days after it has been presented. If the grievant is not satisfied with the Formal Step 2 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 3 within ten (10) working days of the Formal Step 2 response.

C. Formal Step 3

Formal Step 3 grievances shall be presented to the City Manager. Grievances relating to termination of an employee will commence at Formal Step 3.

The City Manager shall attempt to resolve the matter within twenty-one (21) working days after it has been presented. If the grievant is not satisfied with the Formal Step 3 outcome, the grievant, with the assistance of the union, may submit a written notice to proceed to Formal Step 4 within thirty (30) calendar days from receipt of the City Manager's response.

D. Formal Step 4

At Formal Step 4, the grievant or union may make a decision to appeal the matter to an arbitrator. Any decision resulting from Formal Step 4 shall be final and binding upon the parties to the grievance, unless the decision involves an action by the City which is beyond the arbiter's jurisdiction. The expenses related to Formal Step 4 (fees and charged expenses) shall be borne equally by the parties hereto. Each party will be responsible for its own expenses and legal fees incurred during the preparation and the presentation of any grievance.

The arbiter or any other person or persons involved in the grievance procedure shall not have the power to negotiate new agreements or to change any of the provisions of this Agreement.

The process for arbitration is detailed below:

1) Arbitration

Upon selection of arbitration, the parties shall attempt to agree to the selection of an arbitrator. In the event that a mutually acceptable arbiter cannot be selected by the parties within fourteen (14) calendar days following the demand for arbitration, a request may be filed with the Federal Mediation Conciliation Service (FMCS). The arbiter shall be selected according to FMCS procedures. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance.

The arbiter shall render his or her decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after the completion of such hearing.

SIGNATURES

The parties hereto have caused this Agreement to be executed this _____ day of _____, 2020.

City of Richland, Washington

IUOE Local 280

Cynthia D. Reents
City Manager

Date

Dean Bushey
Business Manager

Date

Cathleen Koch
Administrative Services Director

Date

Paul Pardini
Chief Steward

Date

Pete Rogalsky
Public Works Director

Date

Josh Carter
Recording Secretary

Date

ATTEST:

Jennifer Rogers
City Clerk

Date

APPROVED TO FORM:

Heather Kintzley City Attorney	Date
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APPENDIX A – 2021 CLASSIFICATIONS AND WAGES

2021 Increase - Effective the first day of the 2021 payroll year – 2% base wage increase.

Miscellaneous:

- A. Treatment Plant Mechanic will be compensated at five percent (5%) above base wage (plus CDL pay, if applicable) for all hours worked in a temporary Lead assignment.
- B. The following amendments to duties will be incorporated into job descriptions:
 - 1) Changes to certain Laborer and Construction Maintenance Job Descriptions, as follows:
 - a) Laborer 1 – (Parks & Public Facilities) add push spreader fertilizing, graffiti abatement; (Public Works) add assists in paving, asphalt dig-outs, concrete finishing, crack sealing, pavement marking, raking and grading, traffic control set up.
 - b) Construction and Maintenance Worker (CMW) I – (Parks & Public Facilities) remove “over-seeding”; add large equipment fertilizing.
 - c) CMW II – (Parks & Public Facilities) no changes.
 - 2) Public Works certifications - Job descriptions for public works employees may include various certifications deemed necessary to satisfy regulatory requirements, support essential duties of a position, and / or support staff development and professionalism.

The City of Richland recognizes there are costs associated with obtaining and maintaining the certifications identified in job descriptions the City shared with the IUOE referenced above. As a result of bargaining the impacts to these newly-required certifications, the City and the IUOE reached various the terms, hereby incorporated into this Agreement.

- a. The City agrees to provide director-approved training to prepare employees for certification exams, to support accumulation of required professional experience toward certification requirements, and to pay the cost of up to two attempts by each employee to take each certification exam. Provision of training and professional experience shall be subject to budgetary capacity and management

determination of staff assignments to meet operational needs, both of which are at the sole discretion of management.

- i. An employee who fails to pass a certification exam after a second attempt will be responsible for the costs and time associated with any future training and attempts to pass the exam.
- b. The City agrees to provide training opportunities required for employees to accumulate continuing education units required to maintain certifications. The City may, at its discretion, assign employees to qualifying training sessions, including some that may require out of town travel. The City will cover the costs of training and travel.
- c. Incumbent employees (those continuing to hold an impacted position) who are employed by the City as of the effective date of this agreement will not face termination ("job jeopardy") for failure to meet the certification requirements of his /her position, except for the incumbents in Operator in Training positions described below.
- d. Employees hired, promoted or moved laterally into the impacted positions listed in this Agreement *after* the effective date of 08/08/2017 (which was the date of the originating MOU # 2017-03-IUOE containing these provisions) must meet the qualifications of the job description*. **See Appendix A*
 - i. The exception to this is Wastewater Division Operator in Training incumbent (and future) employees. These incumbent and future employees are required under this Agreement to obtain the certifications required on their respective job descriptions, under the conditions specified above. If they fail to achieve and maintain the required certification levels, these employees will face termination ("job jeopardy").

APPENDIX A – 2021 CLASSIFICATION & WAGE TABLE

Effective 12/21/20 2% Increase

Job #	Description	Step A	Step B	Step C	Step D	Step E	Step F
3044	CONST & MAINTENANCE WKR I	\$25.29	\$26.10	\$26.93	\$27.73	\$28.38	\$29.17
3045	CONST & MAINTENANCE WKR II		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3000	CUSTODIAN I	\$13.77	\$14.60	\$15.50	\$16.38	\$17.28	
3001	CUSTODIAN II	\$16.38	\$18.21	\$19.14	\$20.04	\$20.95	\$21.85
3002	EQUIPMENT OPERATOR	\$28.56	\$29.51	\$30.42	\$31.53	\$32.49	\$33.61
3003	EQUIPMENT SERVICER	\$24.24	\$25.18	\$25.76	\$26.43	\$27.07	\$27.67
3024	EQUIPMENT TECHNICIAN	\$29.51	\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3004	FACILITIES CRAFTSWORKER		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3005	FUELER		\$13.77	\$14.60	\$15.50	\$16.38	\$17.28
3006	GENERAL CRAFTSWORKER		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3040	HOUSEHOLD HAZ WASTE ATTENDANT	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92	\$31.79
3007	HVAC TECHNICIAN	\$32.24	\$33.28	\$34.32	\$35.29	\$36.28	\$37.26
3009	LABORATORY TECHNICIAN I	\$27.94	\$29.28	\$30.69	\$32.13	\$33.69	\$35.25
3010	LABORATORY TECHNICIAN II	\$29.02	\$30.39	\$31.82	\$33.38	\$34.97	\$36.62
3043	LABORER I	\$19.54	\$20.38	\$21.27	\$22.07	\$22.94	\$23.70
3053	LABORER II (TEMPORARY)	\$17.85	\$18.36	\$18.87	\$19.38		
3011	LABORER-TEMPORARY	\$14.79	\$15.79	\$16.79			
3039	LANDFILL OP I/TRANSFER STATION ATTENDANT	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92	\$31.79
3055	LANDILL OPERATOR II	\$28.56	\$29.51	\$30.42	\$31.53	\$32.49	\$33.61
3012	LEAD CONSTRUCTION & MAINT WKR	\$28.25	\$30.05	\$31.82	\$33.59	\$35.39	\$37.17
3013	LEAD CRAFTSWORKER (STREETS/WW)	\$27.91	\$29.61	\$31.35	\$33.07	\$34.89	\$36.62
3052	LEAD CRAFTSWORKER (WATER MAINT)	\$32.82	\$33.84	\$34.88	\$35.88	\$36.84	\$37.82
3014	LEAD CUSTODIAN	\$22.46	\$23.59	\$24.77	\$25.99	\$27.29	\$28.68
3016	LEAD EQUIP TECH	\$32.24	\$33.28	\$34.32	\$35.29	\$36.28	\$37.26
3015	LEAD LANDFILL OPERATOR	\$30.78	\$31.77	\$32.81	\$33.84	\$34.83	\$35.89
3041	LEAD METER READER					\$30.92	\$31.79
3017	LEAD PLANT OPERATOR	\$32.82	\$33.84	\$34.88	\$35.88	\$36.84	\$37.82
3054	LEAD PLANT OPERATOR (UPGRADE)	\$32.24	\$33.28	\$34.32	\$35.29	\$36.28	\$37.26
3019	LEAD TRUCK DRIVER	\$30.35	\$31.32	\$32.43	\$33.35	\$34.39	
3018	LEAD WAREHOUSE WORKER						\$35.96
3020	MAINTENANCE CRAFTSWORKER I	\$26.81	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92
3021	MAINTENANCE CRAFTSWORKER II		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3022	MAINTENANCE WORKER I	\$24.71	\$25.43	\$26.17	\$26.91	\$27.61	\$28.43
3023	MAINTENANCE WORKER II	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92	\$31.79
3025	METER READER	\$25.69	\$26.49	\$27.37	\$28.16	\$28.97	\$29.86
3026	METER SERVICE WORKER	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92	\$31.79
3046	PLANT OIT WITH LEVEL1 OP CERT	\$25.45	\$26.19	\$26.90	\$27.67	\$28.36	\$29.18
3047	PLANT OIT WITH LEVEL2 OP CERT	\$26.21	\$26.92	\$27.66	\$28.41	\$29.11	\$29.93
3048	PLANT OIT WITH LEVEL3 OP CERT	\$27.70	\$28.42	\$29.15	\$29.91	\$30.59	\$31.42
3028	PLANT OPERATOR	\$29.52	\$30.45	\$31.38	\$32.49	\$33.44	\$34.57
3029	PLANT OPERATOR-IN-TRAINING	\$24.71	\$25.43	\$26.17	\$26.91	\$27.61	\$28.43
3030	PRETREATMENT COORDINATOR	\$27.37	\$29.09	\$30.80	\$32.49	\$34.22	\$35.96
3031	PRETREATMENT INSPECTOR	\$29.52	\$30.45	\$31.38	\$32.49	\$33.44	\$34.57
3032	SERVICE WRITER	\$26.81	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92
3050	TREATMENT PLANT MECH I (WWM)		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3049	TREATMENT PLANT MECH I (WM)		\$30.35	\$31.32	\$32.43	\$33.35	\$34.39
3051	TREATMENT PLANT MECH II (WWM)	\$32.24	\$33.28	\$34.32	\$35.29	\$36.28	\$37.26
3037	TREATMENT PLANT MECH II (WM)	\$32.24	\$33.28	\$34.32	\$35.29	\$36.28	\$37.26
3034	TRUCK DRIVER-HEAVY	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92	\$31.79
3035	UTILITY CRAFTSWORKER	\$26.81	\$27.67	\$28.56	\$29.39	\$30.07	\$30.92
3038	WAREHOUSE WORKER I	\$24.23	\$25.47	\$26.72	\$28.05		
3033	WAREHOUSE WORKER II			\$29.13	\$30.62	\$32.04	\$33.74
3036	WATER QUALITY COORDINATOR	\$27.37	\$29.09	\$30.80	\$32.16	\$32.49	\$35.96

APPENDIX A – 2021 WAGES FOR SEASONAL/TEMPORARY LABORERS**A. Laborer wage scale is as follows:**

- 1) Bottom of wage scale shall be no lower than \$1.00 over the minimum wage in effect while employed. This wage shall represent the bottom of the wage scale, and the top of the wage scale shall be no greater than \$2.00 over the bottom of the wage scale (above).
- 2) City may place new or returning temporary laborers at any point in the temporary wage range described above.
- 3) Seasonal or returning temporary laborers or other temporary employees who begin an assignment with less than a thirteen-(13) week break in employment from the last day of their previous City temporary/seasonal assignment shall be offered Essential Plan medical benefits, when required by federal healthcare law or regulation.

B. Seasonal/Temporary employees and Limited Term employees employed in a position other than a Laborer are assigned the applicable wage for their assigned position as specified in the wage table for regular, full-time employees in Appendix A.

DRAFT

EXHIBIT 'A' - REQUEST TO EXTEND TEMPORARY EMPLOYMENT

_____ requests an extension for

Division/Department

_____ from _____ to _____

Temporary Employee

Start Date

Estimated End Date

The extension is requested for the following reason(s):

For the City:

For the Union:

Requesting Supervisor/Manager Date

IUOE Chief Steward Date

Department Head Date

IUOE Business Manager Date

Human Resources Date

I understand that my temporary employment with the City is being extended as requested above. I further understand that this extension does not entitle me to any additional benefits unless specifically stated in the current Collective Bargaining Agreement between the City of Richland and the International Union of Operating Engineers, Local 280.

Employee Date

**EXHIBIT 'B' - MEMORANDUMS OF UNDERSTANDING / MEMORANDUMS OF
AGREEMENT IN EFFECT AS OF 2021**

MOU-1996-01-IUOE

SETTLEMENT AGREEMENT

The City of Richland ("the City"), the International Union of Operating Engineers, Local 280 ("Local 280") and the International Brotherhood of Electrical Workers, Local 77 ("Local 77") wish to settle their dispute regarding the unit placement of "warehouse assistants." In furtherance of this settlement, the parties agree as follows:

1. As soon as practicable after the execution of this Settlement Agreement by all parties Local 280 will withdraw its Unit Clarification petition filed with PERC on or about April 16, 1996, CASE 12447-C-96-777.

2. Warehouse assistant positions shall be split 50/50 between Local 280 and Local 77. Provided, however, that the current warehouse assistants, Debbie Johns and Joe Wright, will remain members of Local 77 so long as they remain warehouse assistants, or occupy another position in the Local 77 bargaining unit.

3. After the City reaches a 50/50 split of warehouse assistants between the unions, and while it remains at such a split, additional hires shall be allocated as follows: odd numbered hires shall be Local 77 hires; even numbered hires shall be Local 280 hires.

4. Temporary warehouse assistants employed on the date this Agreement is executed shall become members of Local 280 within thirty days of that execution, unless the temporary warehouse assistant position has expired. Should such warehouse assistants remain in the City's employ beyond thirty days and therefore be allocated to Local 280, this allocation will not affect application of paragraphs 2 and 3 above to instances of hiring regular warehouse assistants.

5. Temporary warehouse assistants hired after the date of the execution of this Agreement shall be allocated between the unions as follows:

- a. temporary warehouse assistants hired to fill-in for an absent regular warehouse assistant shall be allocated to the same union as the employee they are replacing;
- b. temporary warehouse assistants hired to cover periods of excessive workload or for other reason not entailing replacement of a regular warehouse assistant shall be allocated to the appropriate union in compliance with paragraphs 2 and 3 above and in compliance with the applicable union security clause;
- c. provided, however, that the allocation of a temporary warehouse assistant to a particular union will not affect application of paragraphs 2 and 3 above to instances of hiring regular warehouse assistants.

6. The City may assign warehouse assistants to perform their duties regardless of union affiliation as necessary to cover absences or workloads.

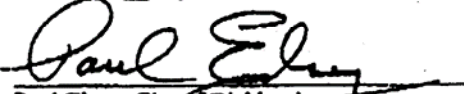
7. Local 280 and Local 77 agree that their members will accept delivery of warehouse items from any warehouse assistant, regardless of union affiliation.

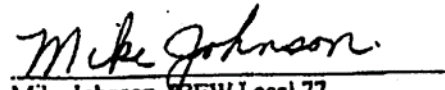
8. All parties expressly reserve all rights, positions and arguments with respect to disputes not covered by this Agreement, and this Agreement shall have no effect on those other disputes.

9. This Agreement is in full settlement of the issues addressed in Local 280's unit clarification petition. The parties hereby release and forever discharge each other from any claims, grievances, suits, petitions or actions of any kind embodied within or related to the issues raised in the UC petition.

10. Disputes regarding the interpretation or application of this Settlement Agreement shall be resolved pursuant to the grievance and arbitration provisions of the collective bargaining agreement of the first union to grieve. All parties agree that the non-grieving (or later grieving) union will be entitled to participate fully in all proceedings on the grievance, including arbitration. If more than one arguably distinct grievance is filed, all grievances will be consolidated into the proceeding related to the first-filed grievance. The arbitrator's decision shall be final and binding upon all parties on all the grievances.

Dated this 24 day of November, 1996.


Paul Elsey, City of Richland
Human Resources Manager


Mike Johnson, IBEW Local 77
Business Agent


Larry Johnston, IUOE Local 280
Business Representative

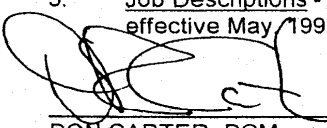
EXHIBIT 'C' - MEMORANDUMS OF UNDERSTANDING / MEMORANDUMS OF AGREEMENT IN EFFECT AS OF 2021

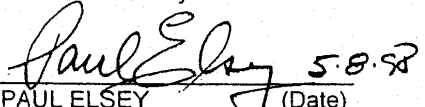
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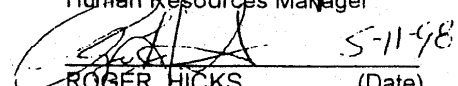
MEMO OF UNDERSTANDING

The City of Richland, International Brotherhood of Electrical Workers, Local 77 and International Union of Operating Engineers, Local 280, hereinafter known collectively as the parties, agree on the following. This memo reflects the efforts of the parties in reaching an understanding and agreement on issues which were an outgrowth of ULP 12860-U-96-03099.

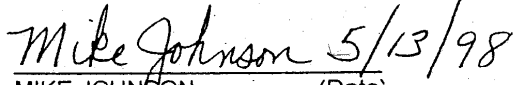
1. Promotion - Rip McLeod is to be promoted to Lead Storekeeper at 92.5% of 100% Journeyman Lineman's rate (\$22.32).
2. Incumbent Warren Hyland will remain classified and in the position of Storekeeper per IBEW/COR collective bargaining agreement.
3. Ron Alexander is promoted to position of Storekeeper per ULP 2860-U-96-0399 and in accordance with Appendix A of IUOE/COR collective bargaining agreement.
4. Upgrades
 - a. When the Lead Storekeeper is absent from work, should the Warehouse Supervisor elect to replace the position, Storekeeper W. Hyland will be selected. Should W. Hyland not be available, Storekeeper R. Alexander will be selected.
 - b. When R. Alexander is upgraded, the pay rate will be that rate as shown in Appendix A of IUOE/COR collective bargaining agreement.
5. Job Descriptions - Job descriptions for each position have been revised effective May 1998 and are agreed upon by the parties.

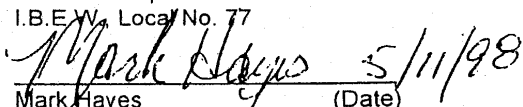

DON CARTER, DCM, (Date)
Utilities and Physical Services

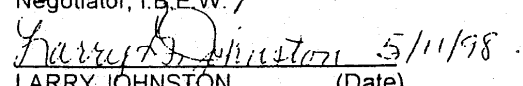

PAUL ELSEY (Date)
Human Resources Manager

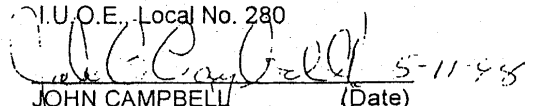

ROGER HICKS (Date)
Maintenance Superintendent


MARVIN MOORE (Date)
Warehouse Supervisor


MIKE JOHNSON (Date)
Business Representative
I.B.E.W., Local No. 77


Mark Hayes (Date)
Negotiator, I.B.E.W.


LARRY JOHNSTON (Date)
Business Representative
I.U.O.E., Local No. 280


JOHN CAMPBELL (Date)
Chief Steward, I.U.O.E.

DRAFT

EXHIBIT 'D' – PTO/VACATION DONATION TRANSFER FORM

Current version of form is on corCompass. Return completed form to Payroll for processing, once approved.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 150-20, Adopting the City of Richland's 2021 Legislative Priorities

Department:

Assistant City Manager

Ordinance/Resolution Number:

150-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 150-20, establishing the City of Richland's legislative priorities for the 2021 Washington State legislative session.

Summary:

The 2021 Washington State legislative session commences on January 11, 2021. On October 28, 2020, the Richland City Council received the proposed legislative priorities for the upcoming legislative session.

The City's 2021 legislative priorities include items specific to the City Strategic Leadership Plan, and promote both long and short-term objectives. In particular, the City is advocating for specific legislation and funding opportunities in the following areas:

1. Public Safety
2. Transportation
3. Economic Development & Infrastructure Financing
4. Public Works Trust Fund
5. Bateman Island Causeway (Yakima River)

Additionally, the City supports legislation that provides new revenue options and greater flexibility in the use of existing revenues. The City opposes legislation that imposes unfunded mandates or preempts authority or discretion traditionally exercised at the local level.

Staff recommends adoption of Resolution No. 150-20.

Fiscal Impact:

The fiscal impacts of future legislative action is currently undetermined. There is no financial impact associated with adopting the proposed 2021 legislative priorities.

Attachments:

- I. Resolution No. 150-20

RESOLUTION NO. 150-20

A RESOLUTION of the City of Richland adopting the City's legislative priorities for the 2021 Washington State legislative session.

WHEREAS, the 2021 Washington State legislative session will begin on January 11, 2021; and

WHEREAS, actions taken by the Washington State Legislature significantly impact the City of Richland's ability to provide basic municipal services to its citizens; and

WHEREAS, the City of Richland supports legislation that promotes the Richland City Council's Strategic Leadership Plan; and

WHEREAS, the City of Richland opposes legislation that would preempt authority or eliminate discretion that is traditionally and historically vested in local jurisdictions; and

WHEREAS, the City seeks to work with the Washington State Legislature to strengthen partnerships between state and local government, and to advocate for legislation and funding that would enhance the quality of life for the citizens of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City's legislative priorities for the 2021 Washington State legislative session are as set forth on attached **Exhibit A**.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY OF RICHLAND

LEGISLATIVE PRIORITIES

Exhibit A to Resolution No. 150-20



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The following items are the top priority legislative objectives of the City of Richland.

General Principles

Richland supports legislation that promotes the City Council's Strategic Leadership Plan and protects the City's ability to provide basic municipal services to its citizens.

Richland opposes legislation that would either preempt authority or discretion that is traditionally and historically vested with local governments, or which would impose new or additional unfunded mandates upon local jurisdictions.

Richland seeks to work with the Legislature to strengthen the state and local government partnership and protect current revenue sources available to the City, provide new revenue options and to provide flexibility in the use of existing revenues.

Public Safety

Richland is dedicated to public safety and takes a proactive role in ensuring we can consistently meet the needs of our growing community. The City identifies the need of a responsive funding model for the Criminal Justice Training Commission to ensure law enforcement officers have timely access to basic and continuing training.

Additionally, Richland supports modifications to state's wildland fire response, including full reimbursement for mobilization costs, pre-positioning for mobilization and an increase to wildland fire funding. Increased wildland fire funding supports quicker, more robust response, increased prevention efforts, and better forest health practices.

The City supports the Washington State Association of Fire Marshals' on issues including food truck safety, townhome fire safety and adult family home safety.

Lastly, the City supports stable funding and revenue for fire service agencies by urging the passage of House Bill 1169.

Transportation

The City is leading a regional effort to acquire an investment in SR240 to reduce existing congestion, support economic growth, and improve safety for all users. The investment should include the SR240 – Aaron Drive Flyover Interchange Improvements, estimated to cost \$30 million. The second requested improvement is the SR240 / SR224 / Van Giesen Street Interchange, estimated to cost \$45 million

Richland, along with many other impacted local governments, seeks action by the legislature to establish a stable and increased level of funding for local transportation needs, particularly system preservation.

Economic Development and Infrastructure Financing

The City of Richland needs additional economic development tools to assist in maintaining, expanding, and modernizing local infrastructure to spur local private sector investment. Richland supports legislation, such as the Building Business Ecosystems Act from the previous legislative session, which supports the city's goals of enhancing and diversifying our economy.

Public Works Trust Fund

The City requests that the legislature support full funding of the Public Works Assistance Account loan program. In the coming year the City anticipates applying for funding through this program to retrofit its street lights to LED technology and to construct infrastructure to prepare the 1,341 Acre Industrial Development Sites for marketing.

Bateman Island Causeway

The City seeks to ensure adequate funding to address offsite impacts of any State sponsored project to improve the water quality in the mouth of the Yakima River, up to, and including the relocation of the public and private marinas.

Bateman Island is located at the mouth of the Yakima River at its confluence with the Columbia River. The Island is owned by the United States Army Corps of Engineers and leased by the City of Richland for recreational purposes. The Washington State Department of Natural Resources owns a narrow strip of land providing the only access to the island known as the Bateman Island Causeway.



A private environmental organization commissioned a study that identifies poor water quality conditions in the mouth of the Yakima River because of the Causeway. The Washington State Department of Fish and Wildlife is now the project sponsor to evaluate solutions to improve the water quality.

A coalition of Tribes, federal and state agencies, local property owners and private stakeholders has been formed to work together to develop a mutually beneficial solution. The United States Department of the Army Corps of Engineers has approved the project as part of their 1135 program and has begun the public participation and project scoping phase of the project. The state is expecting this project to be funded and constructed in the 23-25 biennium.

City Utilities

The City of Richland supports legislation similar to Senate Bill 6030, introduced in 2018, simplifying the process of excessing low-value (<\$50k) surplus property and/or materials owned by a City Utility. Current law requires all City utility assets go through a public hearing and adoption of Council resolution to be declared surplus. Legislation supporting elimination of this process for low-value surplus would simplify government processes and enhance in the City's ability to operate more effectively.

The City supports repeal of RCW 19.29A.090 requiring options to purchase qualified alternative energy resources. With public power over 98% carbon free and the Clean Energy Transformation Act (CETA), RCW 19.29A.090 is obsolete.

The coronavirus pandemic has introduced new financial uncertainties for many Washingtonians. The City proactively adopted a number of customer support efforts to reduce the economic impacts of COVID-19, and will continue to proactively seek out ways to help our customers. However, utilities must remain financially sustainable. We believe financial support for our customers in need is vital to maintain critical utility service and infrastructure and encourage the state to move expeditiously to provide any relief possible.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 151-20, Adopting an Updated City Street Lighting Policy

Department:
Public Works

Ordinance/Resolution Number:
151-20

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 151-20, adopting an updated street lighting policy.

Summary:

The City last updated its street lighting standards in 2014. The 2014 standards were the first to require use of light emitting diode (LED) technology. The 2014 standards have been used for all new land development projects and City capital improvements since that time, with staff receiving feedback from residents and builders over that time.

Many communities have taken on projects to replace older technology street lights with LED technology lights. This is generally done to reduce energy consumption, improve reliability, and reduce maintenance burden. City staff believe these benefits would be available to the City.

The 2020 Budget included funds earmarked to update the City's street light standards. In March, Richland City Council authorized a contract with DOWL, LLC to update the City's street light standards, and to create a plan for a retrofit project that will replace the older technology lights with LED technology. DOWL's work included a public process to gather general public input, and also included consultation with the Richland Planning Commission. The results of that work were presented to City Council in a workshop on October 27, 2020.

The proposed resolution will adopt an updated street light policy that will guide all future changes and additions to the City's street lighting system, including a potential future retrofit of the entire City to LED technology. This updated policy is a significant improvement over the 2014 policy in that it recognizes that a variety of lighting approaches are desirable based on the context of the street. Staff has not yet proposed the retrofit project to Council since the funding strategy for the project is not mature. Once a sound funding strategy has been identified, the retrofit project will be presented to City Council for consideration and approval.

Staff recommends adoption of Resolution No. 151-20.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 151-20
2. Proposed 2020 Street Lighting Policy

RESOLUTION NO. 151-20

A RESOLUTION of the City of Richland adopting an update to the City of Richland's Street Lighting Policy.

WHEREAS, the City owns and operates a system of street lights intended to enhance community safety; and

WHEREAS, in the absence of prescriptive federal and state street lighting standards, many communities establish context-specific local standards for street lighting; and

WHEREAS, the City last updated its street light policy in 2014, at which time light emitting diode (LED) technology was adopted for all new street light installations; and

WHEREAS, LED street lighting technology is broadly preferred because of its low energy demands, low maintenance burden, and high reliability; and

WHEREAS, in recent years, maintenance replacement of street lights has been completed with LED fixtures conforming to the 2014 policy; and

WHEREAS, community feedback on LED lighting has identified concerns with color, glare, and overall high lighting level of lights conforming to the 2014 standards; and

WHEREAS, the 2020 Budget included funding for an engineering study to update the City's street lighting standards, and to create a plan to retrofit the existing system to LED technology; and

WHEREAS, on March 17, 2020, Richland City Council authorized a consultant agreement with DOWL, LLC to complete the City's street lighting retrofit and standards update; and

WHEREAS, DOWL, LLC recommends an approach to lighting that applies lighting differently depending on the street classification and land use zoning; and

WHEREAS, the Richland Planning Commission and DOWL, LLC recommend the same lighting approach to arterial and collector streets in all land uses, and to local street lighting in commercial, agricultural, industrial, and public facility areas; and

WHEREAS, public engagement provided input to the policy development via a field demonstration of available light fixtures, followed by an online public survey and review by the Richland Planning Commission; and

WHEREAS, although the public survey indicated a preference for non-continuous lighting on local residential streets, the Richland Planning Commission recommended that

City Council adopt a policy that includes continuous lighting on local residential streets based on limitations associated with the online survey and the field demonstration; and

WHEREAS, DOWL, LLC recommends adoption of a policy that includes non-continuous lighting on local residential streets; and

WHEREAS, continuous lighting of local residential streets maximizes the safety benefits of lighting and compromises on community appearance and energy savings; and

WHEREAS, the City's best interests are served by adopting the update to the Street Lighting Policy prepared by DOWL, LLC, to include continuous lighting on residential streets, as it will provide a consistent context-sensitive policy for lighting across the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the Street Lighting Policy Report prepared by DOWL, LLC with a continuous lighting approach to local residential streets is hereby adopted as the guidance document for public street lighting in new construction, and for a lighting system retrofit to LED technology.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

Street Lighting Policy

Prepared by



October 2020

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EXECUTIVE SUMMARY

This report serves as a policy-level document for the City of Richland on light levels for all street classifications based on performance, aesthetics, brightness, and color. The policy is intended to provide a quick reference on how, and where the City of Richland will construct, operate, and maintain public street lighting. This policy will be broken down into 3 key sections:

- Background and Prior Policy
- Street Lighting Policy
- Technical Specifications

BACKGROUND AND PRIOR POLICY

Prior to 2014, the City of Richland maintained a typical street lighting standard that focused on High Pressure Sodium (HPS) lighting with light levels structured around land use and roadway functional classification. General land use designations included in the lighting standard were commercial, intermediate, or residential. The standard included the IESNA RP-8-00 recommendations for roadways as well as intersections based on an illuminance method calculation.

In 2014, the City of Richland updated their lighting standards with LED luminaires and pedestrian activity level was added to the standards criteria, consistent with IESNA RP-8-00 and RP-8-14.¹ The roadway calculations were updated to reflect a luminance method calculation which places focus on the amount of light on the road from an observer (driver) position upstream of the measured location. Intersection calculations were maintained under the illuminance calculation method.

This update set in place a new standard for LED installation and maintenance replacements. Current GIS data provided by City staff indicates approximately 30% of Richland's streetlights are LED in 2020, which has largely occurred with new installations and ongoing maintenance replacements for the city. Table 1 shows the current breakdown of existing streetlight types. As shown, the HPS technology still represents the majority of light installations. Of these, the City maintains three basic light output levels (100W, 200W, and 400W) for varying roadway classifications.

Table 1: Street Light Type Summary²

Street Light Type	Number of lights
High Pressure Sodium (HPS)	
100W/150W	2,496
200W/250W	777
310W/400W	490
Unknown/Decorative	149
Light Emitting Diode (LED)	
20-60W	683
70-160W	695
170-210W	205
Unknown/Decorative	148
Total	5,643

¹ ANSI/IES RP-8-14 Roadway Lighting, Illuminating Engineering Society of North America (IESNA), 2014.

² Based on 2020 GIS Data provided by City of Richland.



**Figure 1. City of Richland Street Light Examples
(Google Earth Street View Imagery, 2020)**

Typical Materials

The City material specification required luminaires be of the general “cobra-head” style and designed/constructed to meet the requirements of ANSI C136.37. Light Emitting Diode (LED) luminaires have been required since 2014 with expected LED life of 20+ years^{3,4}, and a minimum 10-year warranty.

Street lighting is installed on wood poles, concrete poles, and galvanized steel poles as listed in the City of Richland’s standard drawings and street lighting material specification. The street lighting system is owned by the city’s Public Works Department and is maintained by the Energy Services Department. Approved pole dimensions by Public Works are 30ft to 40ft in height with an arm length of 6ft to 12 ft with a concrete base on collectors and arterials, and a direct bury base for local streets. Steel Poles shall be galvanized steel (Round Tapered), and all fasteners and non-aluminum attaching devices shall be galvanized in accordance with ASTM designation A153.^{5,6}

³ City of Richland, Public Works Material Specification for Street Lighting, 2019.

⁴ Service life was calculated assuming a 100,000-hour expected LED life, average 10 hours of evening use, and 365 days in a year.

⁵ City of Richland, Public Works Material Specification for Street Lighting, 2019.

⁶ City of Richland Street Lighting Details, SL-1, SL-3, SL-4, 2015.

STREET LIGHTING POLICY

The goal of this section is to cover all the major lit environments within the city of Richland’s right of way with a policy that accounts for the primary end-user and city residents. Generally speaking, a lighting policy has two typical end-users: vehicles and pedestrian/bicyclists. Street lighting is designed for safe driving at night by providing adequate sight distance and object recognition to drivers. Pathway/sidewalk lighting is designed for pedestrian/bicyclists and focuses on visual recognition of other pedestrians and object detection on the sidewalk surface to prevent slips, trips, and falls.

Street Lighting

For this update, the City examined the context of the street environment through the applicable zoning and roadway classification. Studies have shown vehicle headlights can provide adequate illumination for the driving condition at speeds lower than 30 mph with low pedestrian activity.⁷ In addition, citizen feedback has indicated a strong desire for lower “yellow” correlated color temperature (CCT) fixtures around 3,000K.⁸ Recent studies do indicate there may be a significant benefit in object detection provided by “white” LED light with a CCT of 4,100K.⁹ As a result, Richland’s street lighting policy seeks to allow lower CCT and less lighting overall on lower activity roadways. As the activity of the zone or roadway increases more light is added and a transition to 4,000K CCT light occurs. Table 3 summarizes this policy, and Figure 2 illustrates how this applies throughout the City using existing roadway and zoning classifications.

Table 2: Street Lighting Policy Matrix

Road Classification	Zoning			
	Residential	Commercial	Agriculture/Industrial	Public Facilities
Arterial	4K C ^a	4K C	4K C	4K C
Collector	3K C	4K C	4K NC ^b	3K C
Local	3K C	4K C	4K NC	3K C

^a Continuous Lighting = “C”

^b Non-Continuous Lighting = “NC”

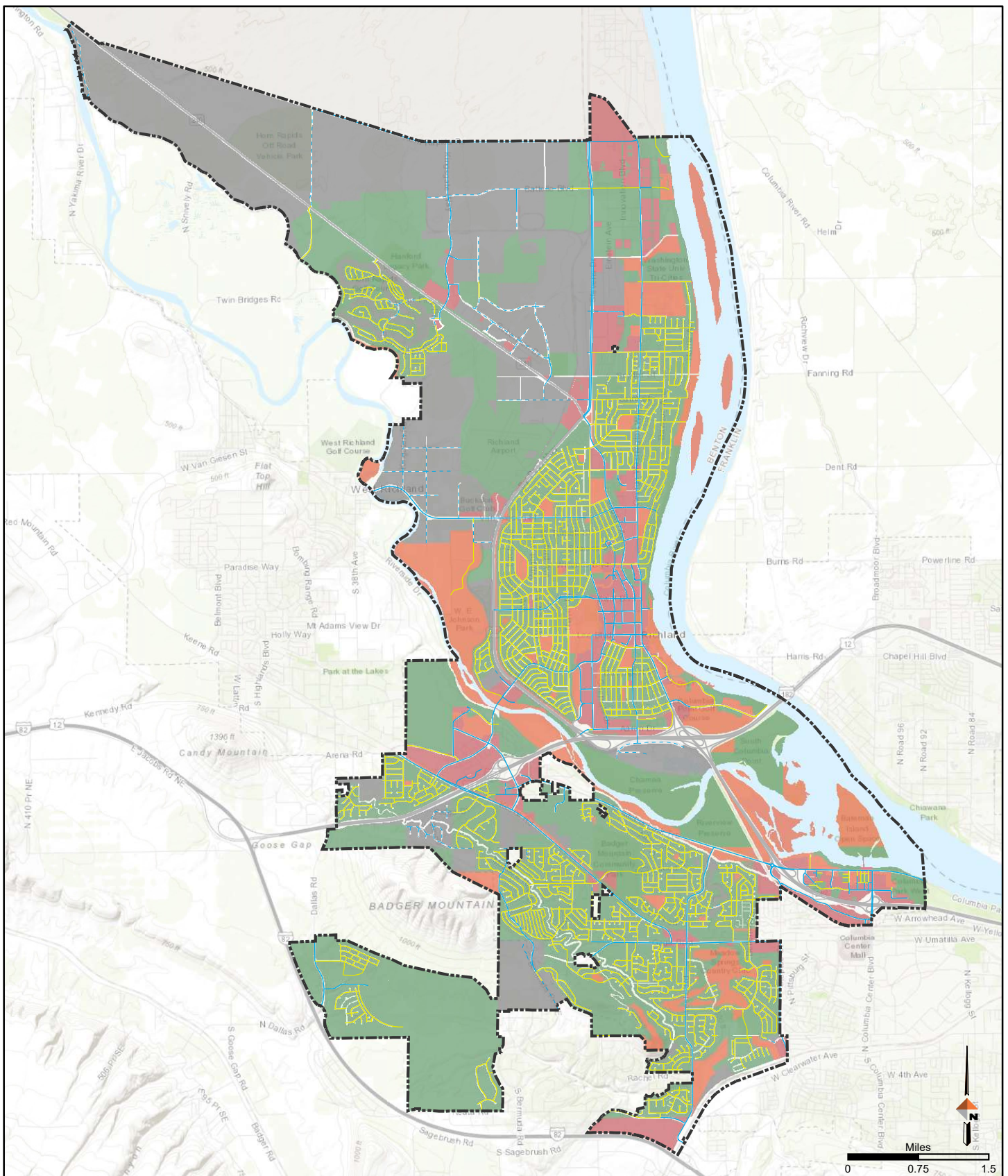
Non-Continuous Environments (NC)

In agricultural and industrial zones, local roads are to have non-continuous lighting. The purpose of lighting in this environment is to simply mark the presence of an intersection or provide a mid-block presence for longer blocks. Additional mid-block lights may be installed on long blocks, with an approximate spacing of 300 feet apart. Lighting shall be provided at dead ends and the ends of cul-de-sacs, unless decided otherwise by the City Engineer.

⁷ Section 3.1.8, ANSI/IES Recommended Practice for Roadway and Parking Facility Lighting (RP-8-18), IESNA, 2018.

⁸ Residential Street Lighting Demonstration Survey, City of Richland, June 2020.

⁹ Section 2.3.4.2, RP-8-18, IESNA, 2018.



Street Light Designation

- 3K Continuous
- 4K Continuous
- - - 4K Non-Continuous

General Zoning

- Commercial
- Agriculture/ Industrial
- Public Facilities
- Residential

- State Owned Road
- Richland City Limits

Street Lighting Policy Map

Richland Street Lighting Retrofits



Date: October 2020

Figure 2

Continuous Environments (C)

A continuously lit environment is recommended for roadway classifications of increased vehicle and pedestrian activity. Roadways in this category should achieve both intersection and roadway lighting metrics provided in Table 3 and Table 4.^{10,11} A roadway lighting design layout should be provided to Public Works for approval detailing spacing for lighting. Deviations from the recommended light levels should be approved by Public Works prior to installation.

The luminance method is the preferred analysis method for continuously lit roadway segments. Lighting metrics include the average luminance, average uniformity, maximum uniformity, and maximum veiling luminance ratio. Each metric pertains to its own unique purpose.

- Average Luminance: Is there enough light on the roadway?
- Average Uniformity: Is the light distributed evenly?
- Maximum Uniformity: Are the extremes still within the normal adaptation range of the eye?
- Veiling Luminance Ratio: Is the light source too bright compared to the roadway, creating disability glare?

Table 3: Continuous Street Lighting Design Criteria

Street Classification	Pedestrian Activity Classification ^a	Average Luminance L_{avg} (cd/m^2)	Average Uniformity Ratio L_{avg} / L_{min}	Maximum Uniformity Ratio L_{max} / L_{min}	Maximum Veiling Luminance Ratio $L_{v,max} / L_{avg}$
Arterial	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4
Local	High	0.6	6.0	10.0	0.4
	Medium	0.5	6.0	10.0	0.4
	Low	0.3	6.0	10.0	0.4

^aPedestrian Activity Classification defined under Intersection Lighting.

¹⁰ Adapted from Table 11-1, RP-8-18, IESNA, 2018.

¹¹ Adapted from Table 12-1, RP-8-18, IESNA, 2018.

Intersection Lighting

When lighting an intersection in a continuously lit environment, key decision points and conflict points should be illuminated, and crosswalks should be considered part of the intersection.¹² The pedestrian activity level classification should be confirmed with the City Engineer as often times it comes down to an engineering decision, basic guidelines for the pedestrian conflict to peak pedestrian volume¹³ are as follows:

- **Low:** Applies to areas where fewer nighttime pedestrians are expected to be crossing the street (local, suburban and rural streets). Typical areas with low pedestrian activity will have 10 or fewer pedestrians over the one-hour period with highest annual nighttime pedestrian volume.
- **Medium:** Applies to the vast majority of urban/suburban arterials and collectors. Areas where a moderate number of pedestrians are expected to be crossing the streets during night hours. Typical areas with medium pedestrian activity will have 10 to 100 pedestrians over the one-hour period with the highest average annual nighttime pedestrian volume.
- **High:** Applies to areas with significant numbers of pedestrians expected to be crossing the street at night (urban cores, downtowns, city or event centers). Typical areas with consistently high pedestrian activity will have 100 or more pedestrians over the one-hour period with the highest average annual nighttime pedestrian volume.

Table 4: Intersection Illuminance Criteria

Illuminance for Intersections				
Functional Classification	Average Maintained Illuminance in foot-candles (fc) by Pedestrian Activity Level Classification			Average Uniformity E_{avg}/E_{min}
	High	Medium	Low	
Arterial/Arterial	3.2	2.4	1.7	3.0
Arterial/Collector	2.7	2.0	1.4	3.0
Arterial/Local	2.4	1.9	1.2	3.0
Collector/Collector	2.2	1.7	1.1	4.0
Collector/Local	2.0	1.5	0.9	4.0
Local/Local	1.7	1.3	0.7	6.0

The design area of an intersection should include all marked or unmarked crosswalks and the entire intersection area. Depending on roadway width (intersection legs wider than three lanes) the intersection design area should extend up to 25 feet before the corresponding stop bar, unless decided otherwise by the City Engineer.^{14,15}

¹² Section 3.5.6, American Association of State Highway and Transportation Officials (AASHTO) Roadway Lighting Design Guide, 7th edition, 2018.

¹³ Adapted from Section 12.1.3, RP-8-18, IESNA, 2018.

¹⁴ Design Manual (M 22-01.18), WSDOT, 2019.

¹⁵ Section 3.5.6, AASHTO Roadway Lighting Design Guide, 7th edition, 2018.

Pedestrian Environments

Pathways, sidewalks, and crosswalks are lit based on two important visual tasks. The first involves navigating the pedestrian environment without slipping, tripping, or falling. This leads to recommendations for horizontal illuminance and uniformity to ensure there is adequate lighting distributed evenly on the pathway. Second, vertical illumination ensures pedestrians are seen by vehicles and each other. This helps with safety and threat detection. Vertical illuminance is typically measured at a point five (5) feet above the road/pathway surface. Table 5 summarizes the pedestrian environment recommendations for various levels of pedestrian activity and potential for interaction with vehicles.¹⁶

Table 5: Pedestrian Environment Lighting Design Criteria

Maintained Illuminance Values for Pedestrian Only Walkways/Bikeways			
Pedestrian Environment	Horiz. Illuminance E_{avg} (fc)	Horiz. Illuminance Average Uniformity E_{avg}/E_{min}	Vertical Illuminance $E_{v,min}$ (fc)
Mixed-Use ROW (Vehicle and Pedestrian)	2.0	4.0	1.0
Pedestrian Only			
High Activity	1.0	4.0	0.5
Med Activity	0.5	4.0	0.2
Low Activity	0.5	5.0	-
Mid-Block Pedestrian Crossing			
High Activity	---	---	4.0
Med Activity			3.0
Low Activity			2.0

¹⁶ Adapted from Table 16-1, Table 16-2, and Section 12.6, RP-8-18, IESNA, 2018.

TECHNICAL SPECIFICATIONS

Poles and fixtures used shall be chosen from the pre-approved list of manufacturers found in the City of Richland, Public Works “Material Specification for Street lighting” document or be approved separately by city staff.

Street Lighting

LED cobra-head fixtures shall meet the following technical requirements:

- All roadway luminaires shall be a Type II or Type III distribution, IP66 rated or better, and be fitted with a 7-pin photocell receptacle.
- The appropriate CCT will be selected based on the Street Lighting Policy Matrix (See Table 2) and Street Lighting Policy Map (See Figure 2). All luminaires shall have a CCT within $\pm 200K$ of the selected CCT.
- Manufacturers not listed on the pre-approved list shall submit fixture LM-79 and LM-80 reports in conjunction with the luminaire cut sheet. Luminaires shall meet or exceed the efficiency and longevity benchmarks shown in Table 6.

Table 6: LED Luminaire Efficiency and Longevity Benchmarks

Minimum Luminous Efficacy	Minimum Expected Lamp Life (hours)	Minimum Lumen Maintenance Factor (25°C) @ 50,000 hours
100 lumens/Watt	100,000	0.85 ¹⁷

BUG Rating (Maximum)		
B: 2	U: 0	G: 3

- For non-continuous lighting, a lumen output of approximately 5,000 lumens is expected. Continuous lighting applications should include luminaires with a lumen output of approximately 11,000-13,000 lumens.

The City of Richland Standard Plans specify approved pole type, mounting height, and luminaire arm configurations. For utility, wood pole mounted luminaires the typical installation shall be a 30' mounting height with 6' luminaire arm. Installed mounting height and arm length will vary based on pedestrian environment/activity level, and clearance to overhead power lines.

Lighting Controls

The City of Richland is currently in the process of evaluating a comprehensive street lighting controls system for the purpose of improved maintenance and streetlight dimming capability. This section will be updated once a selection has been made.

Existing streetlights are controlled with individual, long-life 3-pin photocells.

¹⁷ Lumen maintenance factor based upon Lamp Lumen Depreciation (LLD) = 0.95, Lamp Dirt Depreciation (LDD) = 0.90



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 152-20, Authorizing a Grant Agreement with the Washington Traffic Safety Commission for Pedestrian Safety Funding

Department:

Police Services

Ordinance/Resolution Number:

152-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 152-20, authorizing a grant agreement with the Washington Traffic Safety Commission for funding to support pedestrian safety enforcement activities by the Richland Police Department.

Summary:

The Washington Traffic Safety Commission Region 14 Traffic Safety Task Force has been awarded a grant to support collaborative efforts to conduct overtime high visibility enforcement (HVE) for pedestrian safety. With this agreement, the Richland Police Department is able to seek reimbursement of approved overtime expenses incurred as a participant in the region's HVE grant.

The grant period is October 1, 2020 to September 30, 2021.

Staff recommends adoption of Resolution No. 152-20.

Fiscal Impact:

\$27,000 available shared amongst other participating agencies.

Attachments:

1. Resolution No. 152-20
2. Proposed Richland Police MOU 2020-2021

RESOLUTION NO. 152-20

A RESOLUTION of the City of Richland authorizing a grant agreement with the Washington State Traffic Safety Commission for funding to support high visibility enforcement actions by Richland Police Department.

WHEREAS, the City of Richland is being offered grant funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA), to conduct high visibility enforcement activities to improve pedestrian safety; and

WHEREAS, the grant was awarded to the Region 14 Traffic Safety Task Force to support collaborative efforts to conduct overtime high visibility enforcement throughout Washington; and

WHEREAS, if approved, the Richland Police Department will seek reimbursement of approved overtime expenses incurred as a participant in the region's HVE grant to and through September 30, 2021.

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 grant agreement with the Washington State Traffic Safety Commission for funding in support of high visibility enforcement actions by the Richland Police Department.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**Memorandum of Understanding between
the Washington Traffic Safety Commission
Region 14 Target Zero Task Force
and the Richland Police Department**

This Memorandum of Understanding (MOU) is made and entered into by and between the Washington Traffic Safety Commission (WTSC) Region 14 Target Zero Task Force, hereinafter referred to as the "TASK FORCE"; and the Richland Police Department, hereinafter referred to as the "AGENCY." The TASK FORCE and AGENCY are hereafter referred to collectively as the "PARTIES."

AGENCY contact information:

Contact Name: Officer Doug Doss
Address: 871 George Washington Way, Richland, WA, 99352
Phone: 509-942-7495
Email: ddoss@ci.richland.wa.us
EIN#: 91-6015119

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the PARTIES mutually agree as follows:

1. THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

The purpose of this MOU is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.600, for work to be accomplished under this traffic safety grant project for pedestrian safety.

The WTSC has awarded \$27,000.00 to the TASK FORCE for the purpose of supporting enforcement of laws to improve pedestrian safety. The WTSC will manage expenses for the project and will reimburse the AGENCY for participating in pedestrian safety activities authorized by the TASK FORCE.

2. PERIOD OF PERFORMANCE

The period of performance of this MOU shall commence upon the date of execution by both PARTIES or October 1, 2020, whichever is later, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The AGENCY shall carry out the provisions of the MOU described here as the Statement of Work (SOW):

The TASK FORCE will identify areas within Benton and Franklin Counties that require additional pedestrian safety education and enforcement. Agencies or individual law enforcement officers wishing to participate in pedestrian safety enforcement activities will submit a request in writing to the Target Zero Manager (TzM) at least ten (10) working days prior to the patrol, unless otherwise arranged. Pedestrian safety efforts will feature both educational outreach and enforcement activities conducted by law enforcement agencies as outlined in the scope of work in the Intra-agency Agreement between WTSC and the TASK FORCE.

The TzM has sole approval authority for requested projects following input from task force members. Upon approval of the request, the AGENCY will coordinate with the TzM on the dates and times of educational and enforcement activities.

The AGENCY agrees to identify and assign a representative to the task force for the period of this agreement. The representative is strongly encouraged to attend monthly task force meetings that occur on second Tuesdays each month.

4.MILESTONES AND DELIVERABLES

The AGENCY shall meet the milestones and make the deliverables as set forth in this section.

Participate in pedestrian safety enforcement events authorized by the TASK FORCE

Submit billings for reimbursement of payments for overtime in accordance with paid overtime policies

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

5.ACTIVITY REPORTS

Officers participating in the grant activity (project) will keep patrol logs documenting the number and type of contacts made. During the enforcement phase of the project, patrol logs will be submitted to the Program Manager (or TzM) within 48 hours of the conclusion of project activity. Additionally, the Target Zero Manager will submit a short-written report at the conclusion of the grant activity outlining all enforcement activity conducted during the project. Reporting templates and patrol logs will be provided by the Program Manager (or TzM).

6.BILLING PROCEDURE

The WTSC agrees to reimburse overtime that has been approved by the TASK FORCE and is distributed in the AGENCY according to the AGENCY'S internal approval process that is associated with participating in pedestrian safety activities.

Only overtime associated with grant project activities and pre-approved by the Program Manager (or TZM) will be reimbursed. No backfill reimbursement is allowed. If the AGENCY is called away from grant activities to assist regular or emergency patrol duties during the course of the project, the WTSC will not reimburse those costs and the AGENCY agrees to cover overtime costs not related to grant project activity. The AGENCY agrees to submit an invoice packet to the Program Manager (or TZM) within 14 days of the conclusion of the project.

Invoices for reimbursable expenses shall be submitted by the AGENCY through the WEMS system. Once reviewed and approved by the TZM, the WTSC Program Manager shall authorize the invoice for payment.

Each reimbursement billing shall contain:

1. A-19 Form Invoice detailing hourly overtime activity costs (including benefits as allowed in the interagency Agreement between WTSC and AGENCY) for each officer working the project.
2. Washington State overtime certification form for each officer included in the reimbursement billing.
3. All patrol logs related to project activities for each officer included in the reimbursement billing.

The WTSC will reimburse AGENCY within 60 days of receipt of complete invoice packet submission.

7.DISPUTES

Any disputes arising in regard to this Memorandum of Understanding will be submitted in writing to the Program Manager (or TZM) for review. The Program Manager (or TZM) will bring forward the dispute at the next Task Force meeting and any required decisions will be voted on by the Task Force. A simple majority will be required to pass the vote and will be final.

8.DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the PARTIES for all communications, notices, and reimbursements regarding this MOU:

The Contact for the AGENCY is:	The Contact for WTSC is:
Officer Doug Doss 509-942-7495 ddoss@ci.richland.wa.us	Scott Waller (360) 725-9885 swaller@wtsc.wa.gov

9. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this MOU and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES have executed this MOU.

City of Richland - Richland Police Department

Signature

Printed Name

Title

Date

Washington Traffic Safety Commission

Signature

Printed Name

Title

Date



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 153-20, Authorizing a Renewal Agreement with the Tri-Cities Visitor and Convention Bureau for the Promotion of Tourism

Department:
City Manager

Ordinance/Resolution Number:
153-20

Document Type:
Contract/Agreement/Lease

Recommended Motion:

Adopt Resolution No. 153-20, authorizing the City Manager to sign and execute an agreement with the Tri-Cities Visitor and Convention Bureau, d/b/a "Visit TRI-CITIES" for the promotion of tourism.

Summary:

On December 31, 2020, the five-year contract between the City of Richland and the Tri-Cities Visitor and Convention Bureau (d/b/a "Visit TRI-CITIES") for the promotion of tourism is scheduled to expire. By contracting with Visit TRI-CITIES, the City of Richland receives a multi-faceted approach to marketing Richland to visitors, business investors, and those looking to relocate. Further, Visit TRI-CITIES dedicates resources to focusing on increasing tourism related to sports, business travel and leisure.

In the proposed renewal agreement, the funding formula is unchanged from prior contracts. The only significant change is the inclusion of the Provision for Economic Downturn under Section II. The provision outlines the contractual process for a potential contract payment adjustment as the result of unexpected economic downturn.

The City's partnership with Visit TRI-CITIES is vital to the promotion of tourism in Richland and the success of Visit TRI-CITIES' programs.

Staff recommends adoption of Resolution No. 153-20.

Fiscal Impact:

The City agrees to pay the Bureau fifty percent (50%) of the annual average hotel/motel tax receipts of the City collected from the first two percent (2%) levied for the five-year period immediately preceding each year of the contract period.

Attachments:

1. Resolution No. 153-20
2. Proposed Visit Tri-Cities Promotion of Tourism Agreement

RESOLUTION NO. 153-20

A RESOLUTION of the City of Richland authorizing the execution of a Renewal Agreement for the Promotion of Tourism with the Tri-Cities Visitor and Convention Bureau.

WHEREAS, the City of Richland entered into a five-year agreement for the promotion of tourism with the Tri-Cities Visitor and Convention Bureau (hereinafter "Bureau") on October 19, 2010 (see Contract No. 99-10); and

WHEREAS, on August 15, 2015, City Council approved a five-year extension through December 31, 2020; and

WHEREAS, City staff recommends renewing the agreement for another five-year period through December 31, 2025; and

WHEREAS, the Bureau agrees to perform promotional services for the City, including but not limited to advertising, publicizing, and otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion to and within the City of Richland; and

WHEREAS, the City agrees to pay the Bureau fifty percent (50%) of the annual average hotel-motel tax receipts of the City collected from the first two percent (2%) levied for the five-year period immediately preceding each year of the contract period for the aforementioned services for tourism promotion; and

WHEREAS, both parties benefit from renewal of the agreement for promotional tourism with the Bureau.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the Renewal Agreement for the Promotion of Tourism between the City and the Tri-Cities Visitor and Convention Bureau.

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 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

RENEWAL AGREEMENT FOR THE PROMOTION OF TOURISM

THIS RENEWAL AGREEMENT is entered into between the CITY OF RICHLAND, a municipal corporation, hereinafter referred to as the "City", and the TRI-CITIES VISITOR AND CONVENTION BUREAU, a Washington non-profit corporation, doing business as "Visit TRI-CITIES," hereinafter referred to as the "Bureau."

IN CONSIDERATION of the mutual covenants as set forth herein, the parties agree as follows:

- I. The Bureau agrees to perform promotional services for the City including, but not limited to, advertising, publicizing and otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion to and within the City. In providing such services the Bureau shall:
 1. Develop and implement a marketing and promotional plan that advertises and promotes the Tri-Cities and the City for the purpose of attracting visitors. Appropriate activities would include the production and distribution of a visitor guide, brochures, participation in travel shows, conducting advertising campaigns and other activities designed to promote the attractions of this area in targeted markets.
 2. Manage and execute a comprehensive website and digital marketing campaigns designed to educate travelers, drive demand, assist local businesses in staff recruitment & relocation efforts, and complement City economic development strategies.
 3. Provide City staff with accurate and detailed information on tourism statistics including but not limited to hotel occupancies, economic impact figures, and group histories to support the City's efforts to recruit businesses within the hospitality industry.
 4. Act as a membership organization and liaison to small businesses located in the City of Richland that are dependent on tourism spending for financial success.
 5. Solicit convention business and sports tournaments for the Tri-Cities and the City at the regional and state level through activities such as:
 - A. Making contact with convention and sports planners and executives of organizations and groups to solicit sports, meetings and conventions in the Tri-Cities and the City.
 - B. Researching convention and sports leads and contacting convention representatives of association groups and tournament representatives of sports groups, promoting the Tri-Cities and the City and offering

convention and sports planning assistance.

- C. Preparing and distributing invitational convention and sports bid packets including information on the Tri-Cities and the City and the convention and sports facilities available therein.
 - 6. Provide prospective sports organization and convention representatives with familiarization tours of venues and convention hotel facilities in the Tri-Cities and the City for the purpose of assisting in the selection of a hotel(s) and/or other venues in which to hold sports tournaments, conventions and meetings.
 - 7. Provide convention chairpersons and/or association executives and sports tournament directors with a bid packet and a planner's workbook to assist in planning conventions and/or sports tournaments.
 - 8. Assist future conventions and sporting events in maximizing attendance through pre-event promotion. Produce promotional videos, collateral material, press releases, display booths and marketing materials to be used twelve to eighteen months prior to the event to increase awareness and create enthusiasm for attendance at Tri-Cities events.
 - 9. Operate a visitor information center in the Tri-Cities to promote the Tri-Cities as a destination of choice and encourage visitors to enjoy local attractions and amenities, driving economic impact.
 - 10. Include advertising material in promotional packets and other releases promoting regular tourism related Tri-City activities and events.
 - 11. Reserve a seat on the Bureau's Board of Directors for representation by the City Manager or City Council Member.
 - 12. Specific activities to be undertaken by the Bureau each year reflecting actions to be taken in the above-noted categories of service shall be detailed in an annual work plan. The work plan will be presented to the City for approval in March of each year.
- II. For the services herein contemplated and more fully described in the annual work plan, the City agrees to pay the Bureau fifty percent (50%) of the annual average hotel/motel tax receipts of the City collected from the first two percent (2%) levied for the five-year period immediately preceding each year of the contract period. The Bureau shall invoice the City for such services on a monthly basis on the 1st of each month for the services provided the month prior.
- 1. Provision for Economic Downturn: In the event of an economic downturn wherein there is a -15% decline in hotel/motel taxes over a period of six months, the parties agree to a payment for services as described herein.

- A. The base for comparison will be the same six-month period during the prior year, or the average of 2017, 2018 and 2019 (whichever is greater).
 - B. The -15% reduction in hotel/motel taxes will trigger a joint conversation between all parties to this contract to establish, in good faith, a mutually agreeable annual contract payment amount.
 - C. Should the parties be unable to come to an agreement, the annual contract payment will be adjusted by the same percentage decline experienced over the six-month period identified above.
 - D. The duration of Payment Adjustment will be a minimum of six months. A new calculation will be performed at the end of six months to determine if another six-month adjustment is warranted. If not, normal payment amounts will resume under the normal contract payment amount and be the basis for monthly invoices from the Bureau.
 2. Future Annual Contract Payment Calculations – For purposes of calculating the five-year average used to determine the annual contract payment, the annual hotel/motel tax amount for any year in which the provision for an economic downturn is enacted would be replaced with the prior year's annual hotel/motel tax, assuming it is a higher amount, and would serve as the adjusted future annual contract payment amount supporting the basis for monthly invoices from the Bureau.
 3. On or before August 15 each year, the Bureau shall deliver a mid-year review and provide a written status report detailing the services provided and the activities and accomplishments of the Bureau. A formal presentation to the City Council will be made if requested.
- III. Pursuant to the governing statute, (Ch. 67.28 RCW), restrictions have been placed on the use of hotel/motel tax funds as set forth in relevant part as follows: "... used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities." RCW 67.28.1815

Funding is conditioned upon the Bureau entering into this Agreement setting forth the purposes for which the funds will be used, providing a procedure for a project-end accounting and insuring compliance with the statute.

To this end, the parties agree as follows:

1. The Bureau agrees to expend such funds to promote tourism in compliance with Ch. 67.28 RCW.
2. At the conclusion of the calendar year, the Bureau shall provide a complete accounting of the expended funds and the purposes therefore.

3. In the event the accounting indicates that funds were used for purposes not permitted by law, the Bureau shall, within 30 days of notification by City to the Bureau of such improper expenditures, remit the disallowed amount back to the City.
 4. The Bureau shall maintain accurate records, regarding expenditure of funds related to its purpose of promoting tourism in compliance with RCW 67.28, to support its annual accounting for a calendar year, which shall be subject to inspection by the City upon 30 days' notice of its intent to inspect the same.
 5. Failing of the Bureau to either provide the accounting or remit disallowed funds as required herein shall constitute a breach of this Agreement. The remedies available to the City shall include but not be limited to, return of all funds delivered to the Bureau and denial of the right of the Bureau to apply for any future funding.
 6. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.
- IV. This Agreement shall be effective on January 1, 2021, and shall expire on December 31, 2025; provided, however, the City may terminate the Agreement with at least one (1) year written notice delivered to the Bureau.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this ____ day of November, 2020.

CITY OF RICHLAND:

APPROVED AS TO FORM:

Cynthia D. Reents, City Manager

Heather Kintzley, City Attorney

TRI-CITIES VISITOR AND
CONVENTION BUREAU,
a Washington non-profit corporation
d/b/a Visit Tri-Cities

APPROVED AS TO FORM:

Michael Novakovich, President & CEO

Kerr Ferguson Law, PLLC



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 147-20, Authorizing a Funding Agreement with Benton County for the Center Parkway - North - Gage to Tapteal Project

Department:
Public Works

Ordinance/Resolution Number:
147-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 147-20, authorizing the City Manager to sign and execute a funding agreement with Benton County for the Center Parkway - North - Gage to Tapteal project.

Summary:

The Center Parkway - North - Gage Boulevard to Tapteal Drive project has been a high priority capital improvement for many years. After executing a settlement agreement with the Tri-City Railroad Company (TCRY) that resulted in the City acquiring the necessary property rights and project approvals, the City has a clearer path to completing this project. Remaining work includes assembling funding, acquiring necessary property interests from several other property owners, engineering design, and construction.

Staff has engaged regional partnering agencies for funding support. As a result, interlocal agreements with the Port of Benton and Port of Kennewick are scheduled for action at the November 17, 2020 City Council meeting.

In addition, through Resolution No. 117-20, Council authorized application to Benton County's Rural County Capital Fund for funds from both the City's allocation and the County's allocation of this program. The proposed draft agreement provided with Resolution No. 147-20 indicates Benton County's approval of that application.

If the interlocal agreements with the Ports of Kennewick and Benton are approved, along with the Benton County RCCF agreement, the project will be fully funded and on a schedule for completion in 2022.

Staff recommends adoption of Resolution No. 147-20.

Fiscal Impact:

The proposed agreement will secure \$1,240,000 from the Benton County Rural County Capital Fund for this project. Of this amount, \$260,000 is from Benton County's allocation. The City will receive an additional \$1,035,000 from this funding source through a future agreement or amendment to this agreement once those funds have accumulated in the City's allocation in this program.

Attachments:

- I. Resolution No. 147-20

RESOLUTION NO. 147-20

A RESOLUTION of the City of Richland authorizing a Rural County Capital Funds funding agreement with Benton County in support of the Center Parkway – North – Gage Boulevard to Tapteal Drive project.

WHEREAS, the City's Transportation Improvement Program (TIP) and 2020 – 2025 Capital Improvement Plan (CIP) includes the Center Parkway – North – Gage Boulevard to Tapteal Drive project (the "Project"); and

WHEREAS, the Project, when completed, will enhance the economic development opportunities in a potentially highly productive commercial area; and

WHEREAS, by a 2001 interlocal agreement, the cities of Richland and Kennewick are partners in the Project with Richland acting as the lead agency; and

WHEREAS, the Project requires additional funding for right-of-way acquisition and construction; and

WHEREAS, Benton County established the Rural County Capital Fund to fund projects leading to enhanced economic development; and

WHEREAS, Richland City Council authorized an application to the Benton County Rural County Capital Fund by approval of Resolution No. 117-20; and

WHEREAS, Benton County, after review of the City's funding application, has offered Rural County Capital Funding for the project, including funds from both the City's designated share and the County's share; and

WHEREAS, the City's best interests are served by leveraging this available funding source to complete the Center Parkway – North – Gage Boulevard to Tapteal Drive project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Rural County Capital Fund agreement with Benton County, in substantially the form provided in the attached **Exhibit A**, in support of the Center Parkway – North – Gage Boulevard to Tapteal Drive project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of November, 2020.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, between Benton County (hereinafter "County") and the City of Richland (hereinafter "City") shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the purpose of this Agreement is to fund the extension of Center Parkway from Gage Boulevard to Tapteal Drive to improve access into and circulation throughout the Tapteal Business Park, which currently has 33 acres of undeveloped, high-visibility, commercially-zoned property, by extending Center Parkway from the traffic circle at Gage Boulevard across the railroad tracks and down the hill to a new connection at Tapteal Drive, thereby providing a missing north-south link to the undeveloped Tapteal Drive properties from the Columbia Center Mall area. This work will consist of: acquisition of property rights to establish the street right of way, engineering design, demolition of existing improvements, construction of water and sewer mains, conduit for other utilities, relocation of existing overhead utility lines, an at-grade railroad crossing system, street improvements consisting of curb, gutter, and sidewalk, subgrade preparation, crushed rock base, asphalt pavement, pavement markings and signs, street lights, and stormwater management facilities (hereinafter, the "Project"); and,

WHEREAS, the purpose of the Project is to facilitate commercial site development and redevelopment near the new street segment in both Richland and Kennewick; and,

WHEREAS, upon completion the new street connectivity is predicted to support development of 33 acres of commercially zoned property with high visibility from SR240 and close proximity to the vibrant Columbia Center area. The Project is predicted to draw more than \$200 million in private capital investment and lead to more than 900 new jobs. In addition a number of presently vacant properties near the new street segment are likely to be redeveloped or reoccupied adding additional investment and employment; and,

WHEREAS, the City has requested \$2,275,000 for the Project from the Fund; and,

WHEREAS, the City's current available allocation from the Fund is \$980,000; and,

WHEREAS, the City has requested and the County has agreed to provide up to \$260,000 from the County's own allocation of the Fund in addition to the City's \$980,000 allocation from the Fund; and,

WHEREAS, the County's evaluation of the Project confirms funding eligibility, and,

WHEREAS, because the City's current available balance in the Fund is only \$980,000, the City is limited to receiving that amount plus the agreed amount of up to \$260,000 from the County's allocation, for a total funding amount under this Agreement of \$1,240,000.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to \$1,240,000 of qualified direct costs incurred by the City for the Project *after* the execution of this Agreement from a combination of the City's allocation (\$980,000) and the County's allocation (\$260,000); contingent upon: (i) the City having \$980,000 in its Fund allocation at the time of execution of this Agreement and that amount shall be disbursed prior to any disbursement from the County's allocation of the Fund; and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.
4. The estimated Project schedule and a disbursement schedule are attached hereto as Exhibit A. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project. The City will keep the County informed of changes to the schedule as the Project progresses.
5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office
ATTN: Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

Richland City Hall
625 Swift Boulevard
Richland, Washington 99352

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.
11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. This Agreement shall terminate and the County's obligation to disburse funds under this Agreement shall cease at any time that any aspect of the Project falls thirty-six (36) months or more behind the schedule set forth in Exhibit A. In such case, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law. The County will make a good faith effort to notify the City whenever it believes any aspect of the Project is thirty (30) months or more behind schedule; provided that maintaining the Project on schedule is the Port's responsibility and the City shall have no recourse against the County if such notice is not provided.

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

Jim Beaver, Commission Chairman

Date: _____

ATTEST:

Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

Ryan K Brown

Chief Deputy Prosecuting Attorney

CITY OF RICHLAND

Cindy Reents, City Manager

Date: _____

ATTEST:

Jennifer Rogers, City Clerk

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A

ESTIMATED PROJECT COMPLETION AND FUND DISBURSEMENT SCHEDULE

Projected schedule and expenses, in dollars. Disbursement schedule is depicted quarterly, with Sales Taxes and Contingencies included. Work on the Project is expected to begin in November 2020, and is projected to be completed in October, 2022, contingent upon funding, property acquisition process, weather, construction delays, or other unexpected events.

Project Items	2020	2021				2022		TOTALS
	10/1 – 12/31	1/1 – 3/31	4/1 – 6/30	7/1 – 9/30	10/1 – 12/31	1/1 – 3/31	4/1 – 6/30	
Appraisals	\$16,000							\$16,000
Negotiations		\$16,000						\$16,000
Acquisitions			\$300,000	\$300,000				\$600,000
Relocations				\$170,000	\$170,000			\$340,000
Engineering Design				\$25,000	\$25,000			\$50,000
Mobilization						\$75,000		\$75,000
Demolition						\$70,000		\$70,000
Water						\$32,000		\$32,000
Sewer						\$15,000		\$15,000
Other Utilities						\$1,000		\$1,000
Construction Management fees to Third Party						\$20,000	\$5,000	\$25,000
TOTALS	\$16,000	\$16,000	\$300,000	\$495,000	\$195,000	\$213,000	\$5,000	\$1,240,000



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 11/3/2020

Agenda Category: Executive Session

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Retained Legal Counsel (30 minutes)

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Executive Session Item

Recommended Motion:

None.

Summary:

Fiscal Impact:

Attachments: