



Agenda

SPECIAL CITY COUNCIL WORKSHOP/MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, November 27, 2012

City Council Workshop/Special Meeting 6:00 p.m.

(Discussion Only - City Hall Council Chamber)

Public Hearing:

(Please Limit Public Hearing Comments to 3 Minutes)

1. 2012-2014 Collective Bargaining Agreement for Richland Police Guild
- Gordon Beecher, Human Resources Director
2. 2013-2014 Compensation Plan for Unaffiliated Staff
- Gordon Beecher, Human Resources Director

Consent Calendar:

(Approved in its entirety by single vote or Council may pull Consent items and transfer to Items of Business)

Ordinances - Passage:

1. Ordinance 32-12, Establishing the Kennedy Road LID No.194 Final Assessment Roll
- Pete Rogalsky, Public Works Director
2. Ordinance No. 40-12, Adopting Amendments to the City Comprehensive Plan
- Rick Simon, Development Services Manager

Resolutions - Adoption:

3. Resolution No. 103-12, 2012-2014 Collective Bargaining Agreement for the Richland Police Guild
- Gordon Beecher, Human Resources Director
4. Resolution No. 104-12, 2013-2014 Compensation Plan for Unaffiliated Staff
- Gordon Beecher, Human Resources Director

Items for Approval:

5. Approval of Washington State Department of Transportation Local Agency Agreements for Columbia Point South, Hanford Reach Interpretive Center, Duportail Bridge and City Wide Safety Program
- Pete Rogalsky, Public Works Director
6. Approval of Falconcrest Final Plat
- Rick Simon, Development Services Manager

Award of Bid - Approval:

7. Award of Bid to P.O.W. Contracting, Inc. for North Richland Well Field, E-Well Improvements Project
- Pete Rogalsky, Public Works Director

Workshop Items:

1. Local Revitalization Financing Bond Issue (15 minutes)
 - Gary Ballew, Economic Development Manager
2. Solid Waste Collection Franchise Ordinance Development (15 minutes)
 - Pete Rogalsky, Public Works Director
3. Solid Waste Rates Review (30 minutes)
 - Pete Rogalsky, Public Works Director

Adjournment

Richland City Hall is ADA Accessible with Access and Special Parking Available at the Entrance Facing George Washington Way. Requests for Sign Interpreters, Audio Equipment, or Other Special Services Must be Received 48 Hours Prior to the Council Meeting Time by Calling the City Clerk's Office at 509-7388



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Public Hearing

Agenda Item: PH1

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: 2012-2014 COLLECTIVE BARGAINING AGREEMENT WITH RICHLAND POLICE GUILD

Department: Human Resources

Ordinance/Resolution: 103-12

Reference:

Document Type: Resolution

Recommended Motion:

None.

Summary:

This Public Hearing is held to allow for public input on the 2012-2014 Collective Bargaining Agreement with the Richland Police Guild.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

King, Bill
Nov 21, 10:44:52 GMT-0800 2012



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Public Hearing

Agenda Item: PH2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: 2013-2014 COMPENSATION PLAN FOR UNAFFILIATED STAFF

Department: Human Resources

Ordinance/Resolution: 104-12

Reference:

Document Type: Resolution

Recommended Motion:

None.

Summary:

This Public Hearing is held to allow public input on the 2013-2014 Compensation Plan for Unaffiliated Staff.

Fiscal Impact?

☐ Yes ☒ No

Attachments:

City Manager Approved:

King, Bill
Nov 21, 10:43:28 GMT-0800 2012



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C1

Key Element: Key 2 - Infrastructure & Facilities

Subject: ORDINANCE NO. 32-12: ESTABLISHING THE FINAL ASSESSMENT ROLL FOR THE KENNEDY RD LID #194

Department: Public Works

Ordinance/Resolution: 32-12

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 32-12, establishing the final assessment roll for the Kennedy Road Local Improvement District (LID) No. 194.

Summary:

A public hearing was held on November 5, 2012, to provide citizen input regarding the final construction costs for street and utility improvements on a segment of Kennedy Road. No public input was received.

Construction of the street and utility improvements on Kennedy Road from Duportail Street to the west city limits are complete and final costs have been totaled. The sole LID participant is the Kennewick Irrigation District (KID) who owns property adjacent to the LID boundary.

Total project costs have been totaled, reviewed and approved by the City Engineer and Finance Division staff. Approval of the proposed ordinance will finalize the LID, facilitating payment by the KID of their share of project costs.

Fiscal Impact?

☒ Yes ☐ No

The City financed the construction utilizing a 1/2% interest rate interfund loan from the Equipment Replacement Fund. Prior indication from KID is that they would be paying off their \$421,520.09 LID assessment within the 30 day window following passage of this ordinance.

Attachments:

- 1) ORD 32-12 - Kennedy Rd LID 194-FINAL Assessment
- 2) Kennedy Rd LID 194 - FINAL Assessment Roll
- 3) Kennedy Rd LID 194 - Vicinity Map

City Manager Approved:

King, Bill
Nov 20, 12:45:09 GMT-0800 2012

ORDINANCE NO. 32-12

AN ORDINANCE of the City of Richland approving and confirming the assessments and assessment roll of Local Improvement District No. 194 for the improvement of Kennedy Road from Duportail Street to the west city limits, as provided by Ordinance No. 02-12, and levying and assessing the cost and expense thereof against the several lots, tracts, parcels of land and other property as shown on the assessment roll.

WHEREAS, the assessment roll levying the special assessments against the property located in Local Improvement District No. 194, commonly known as Kennedy Road LID #194 in the City of Richland, Washington ("City"), has been filed with the City Clerk as provided by law; and

WHEREAS, notice of the time and place of hearing thereon and making objections and protests to the roll was published at and for the time and in the manner provided by law fixing the time and place of hearing thereon for the 27th day of November, 2012, local time, in the Council Chambers in the City Hall, located at 505 Swift Boulevard in Richland, Washington, and further notice thereof was mailed by the City Clerk to each property owner shown on the roll; and

WHEREAS, at the time and place fixed and designated in the notice, of the hearing was held, all written protests received were considered and all persons appearing at the hearing who wished to be heard were heard, and the City Council, sitting and acting as a Board of Equalization for the purpose of considering the roll and the special benefits to be received by each lot, parcel and tract of land shown upon such roll, including the increase and enhancement of the fair market value of each such parcel of land by reason of the important, overruled all such protests.

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

Section 1. Council finds that the assessment methodology used by the City in the District is fair, equitable, accurate and ratable, and is the most appropriate means of assessing the properties in the District for special benefits resulting from the improvements. The assessments and assessment roll of Local Improvement District No. 194, which has been created and established for the purpose of constructing street and utility improvements, as provided by Ordinance No. 02-12, as the same now stand shall be and the same are approved and confirmed in all things and respects in the total amount of \$421,520.09.

Section 2. Each of the lots, tracts, parcels of land and other property shown upon the assessment roll is determined and declared to be specially benefited by this improvement in at least the amount charged against the same, and the assessment

appearing against the same is in proportion to the several assessments appearing upon the roll. There is levied and assessed against each lot, tract or parcel of land and other property appearing upon the roll the amount finally charged against the same thereon.

Section 3. The assessment roll as approved and confirmed shall be filed with the City Treasurer for collection and the City Treasurer is authorized and directed to publish notice as required by law stating that the roll is in his/her hands for collection and that payment of any assessment thereon or any portion of such assessment can be made at any time within 30 days from the date of first publication of such notice without penalty, interest or cost, and that thereafter the sum remaining unpaid may be paid in 15 equal annual installments of principal and interest. The estimated interest rate is stated to be 3.50% per annum, with the exact interest rate to be fixed in the ordinance authorizing the issuance and sale of the local improvement bonds or other financing for Local Improvement District No. 194. The first installment of assessments on the assessment roll shall become due and payable during the 30-day period succeeding the date one year after the date of first publication by the City Treasurer of notice that the assessment roll is in his/her hands for collection and annually thereafter each succeeding installment shall become due and payable in like manner. If the whole or any portion of the assessment remains unpaid after the first 30-day period, interest upon the whole unpaid sum shall be charged at the rate as determined above, and each year thereafter one of the installments of principal and interest, together with interest due on the unpaid balance, shall be collected. Any installment not paid prior to expiration of the 30-day period during which such installment is due and payable shall thereupon become delinquent. Each delinquent installment shall be subject to a penalty charge in an amount equal to the bond or installment note interest rate plus five percent (5%), levied upon both principal and interest due on each installment. The collection of such delinquent installments shall be enforced in the manner provided by law.

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 at a regular meeting on the 27th day of November 2012.

JOHN FOX
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

THOMAS O. LAMPSON
City Attorney

Date Published: _____

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 32-12 (the "Ordinance") is a full, true and correct copy of an Ordinance duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 27, 2012, as that Ordinance appears on the minute book of the City; and the Ordinance will be in full force and effect immediately following its adoption; and

2. A quorum of the members of the City Council was present throughout the meeting and a majority of those members present voted in the proper manner for the adoption of the Ordinance.

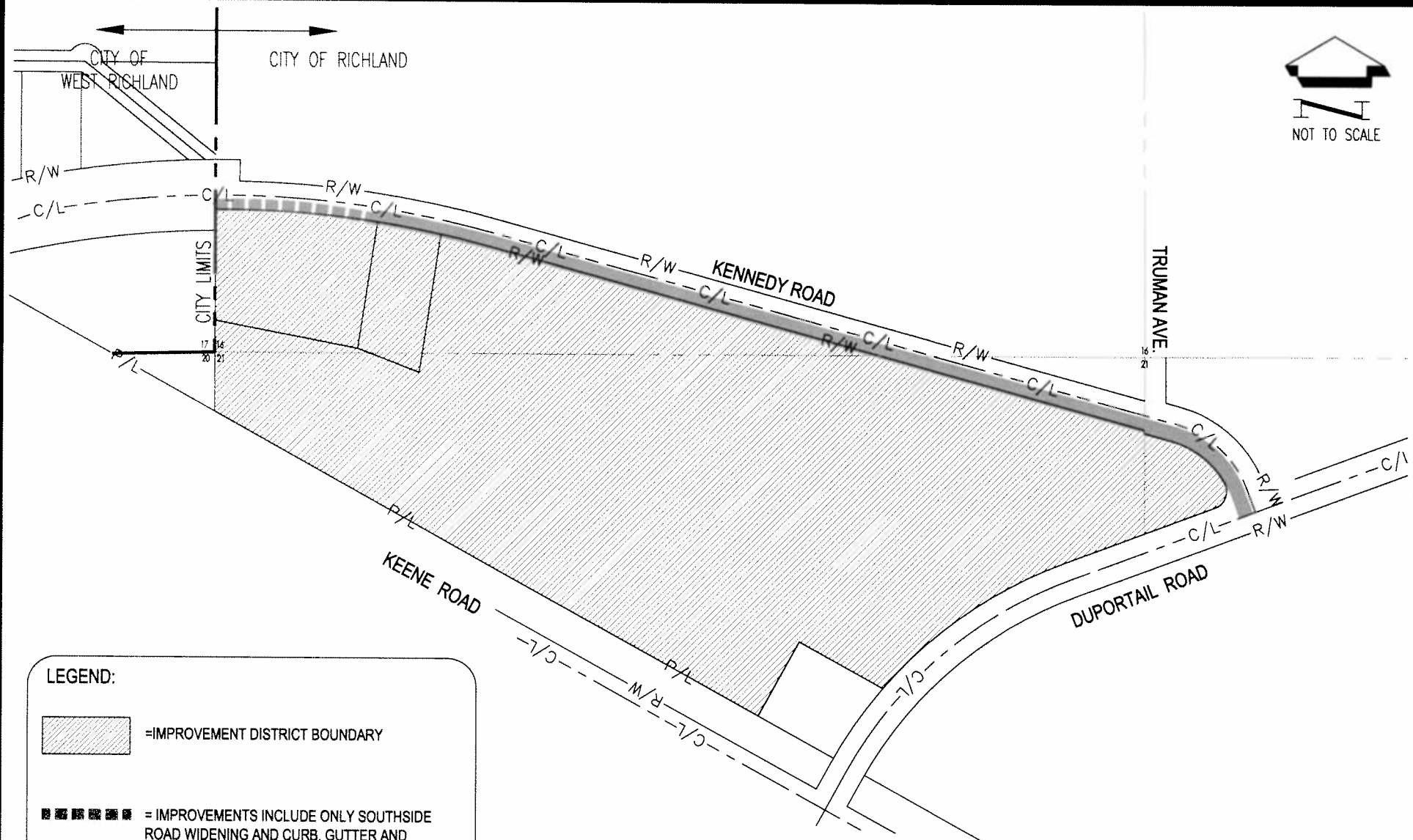
IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November 2012.

CITY OF RICHLAND, WASHINGTON

MARCIA HOPKINS
City Clerk

KENNEDY ROAD LOCAL IMPROVEMENT DISTRICT No. 194
FINAL ASSESSMENT ROLL
November 2012

OWNER & ADDRESS	ATTN:	MAILING ADDRESS	CITY & STATE	PROPERTIES	CONSTRUCTION	ENGINEERING COSTS	CONST SUBTOTAL	INTEREST & CLOSING @ 2%	TOTAL
Kennewick Irrigation District	Attn: Judy Smith	P.O. Box 6900	Kennewick, WA 99336	1-2198-200-0002-003 1-2198-100-0002-018 1-1698-300-0001-003 1-1698-3BP-4176-001	365,690.02	47,564.97	413,254.99	8,265.10	\$421,520.09



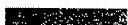
LEGEND:



=IMPROVEMENT DISTRICT BOUNDARY



= IMPROVEMENTS INCLUDE ONLY SOUTHSIDE
ROAD WIDENING AND CURB, GUTTER AND
SIDEWALK



= IMPROVEMENTS INCLUDE ONLY SOUTHSIDE
ROAD WIDENING WITH CURB AND GUTTER

KENNEDY ROAD L.I.D.

EXHIBIT A

DATE: November 28, 2011
DRAWN BY: LD
SCALE: Not to Scale
CAD DWG: kennedy_exhibit





Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C2

Key Element: Key 3 - Economic Vitality

Subject: AMENDING THE CITY'S COMPREHENSIVE PLAN

Department: Community and Development Services

Ordinance/Resolution: 40-12

Reference:

Document Type: Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 40-12, amending the City's Comprehensive Plan.

Summary:

Four amendments have been proposed to the City's comprehensive plan for consideration in the annual 2012 amendment process. Council held a public hearing and granted first reading to the ordinance at their meeting on November 5, 2012. The amendments are described as follows:

1. A proposed change in the land use designation on approximately 45 acres comprised of 8 parcels located south of Reata Road, north of I-82 and east of the Kennewick Irrigation District canal. The property is proposed to change from a Low Density Residential designation to a commercial designation. This is part of a larger area that is proposed for annexation. The Planning Commission, in its review of the annexation proposed the amendment, noted that the proximity of the freeway, the distance to the interchange and the existing uses within the area all pointed to a need for a plan amendment.
2. A proposed change in the land use designation on 4.8 acres located on the north side of Reata Road, just east of Mata Road. This property is owned by the Kennewick School District who applied for the change based on their determination that they no longer need the site for a future elementary school site. The proposed change would designate the property for Low Density Residential uses instead of the present Public Facilities designation.
3. A proposed update to the Housing element of the plan, which has not been amended since 2005. The changes proposed reflect the latest statistical data available through the 2010 Census and the goals and policies contained in the Consolidated Community Development and Affordable Housing Plan for Richland, Kennewick and Pasco.
4. A proposed update to the Capital Facilities plan to add a trails system map and a new policy within the land use element of the plan to encourage the development of a community wide trails system.

Planning Commission held public hearings on these proposed amendments in August and September and has recommend approval of all four. City Council held their own public hearing on November 5, and gave first reading to the adopting ordinance at that same meeting. Passage of Ordinance No. 40-12, will officially incorporate the proposed amendments into the City's Comprehensive Plan.

Fiscal Impact?

☒ Yes ☐ No

The proposed amendments to the Comprehensive Plan will have a future fiscal impact to the City. The Comprehensive Plan changes may facilitate development of properties that will result in an increase in business and property related tax revenue to the City. Development will also increase demand on City services.

Attachments:

- 2) Exhibit A - Reata Rd Map Amendment
- 3) Exhibit B - Kennewick School District Map Amendment
- 4) Exhibit C - Trails Map
- 5) Exhibit D - Land Use Policy
- 6) Exhibit E - Housing Element

City Manager Approved:

King, Bill
Nov 21, 09:58:11 GMT-0800 2012

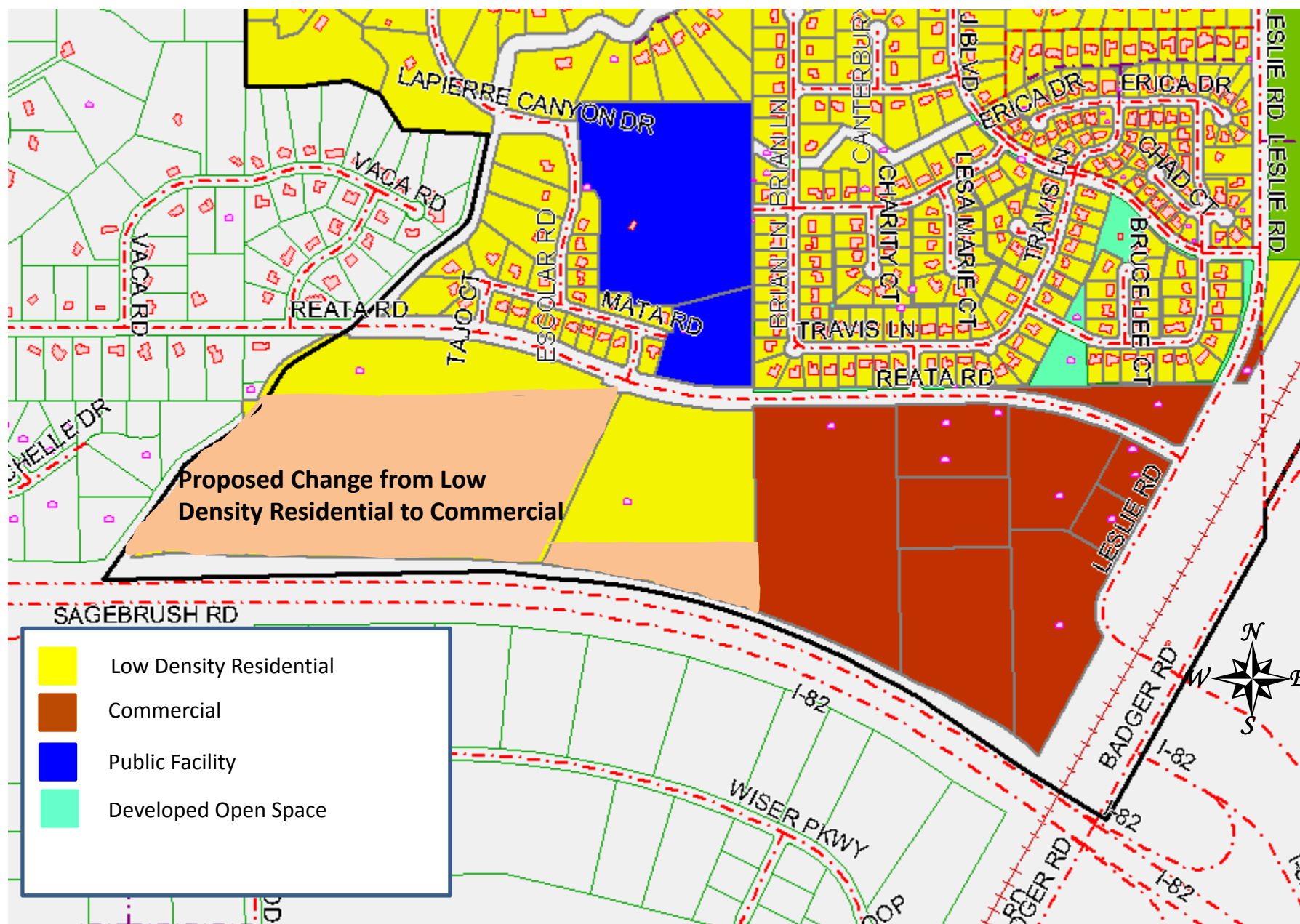


EXHIBIT A – LAND USE MAP AMENDMENT – 45 ACRES SOUTH OF REATA ROAD

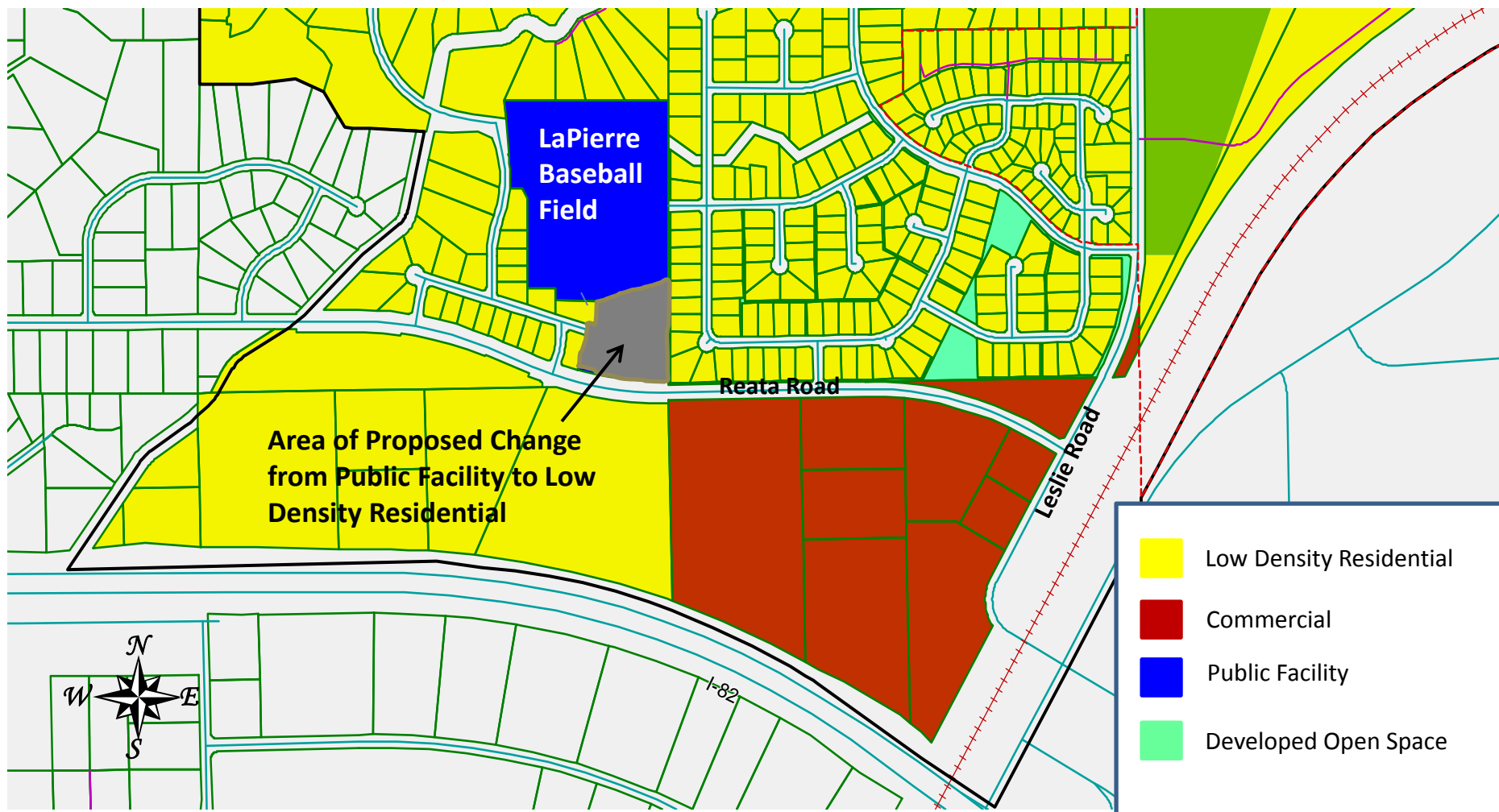
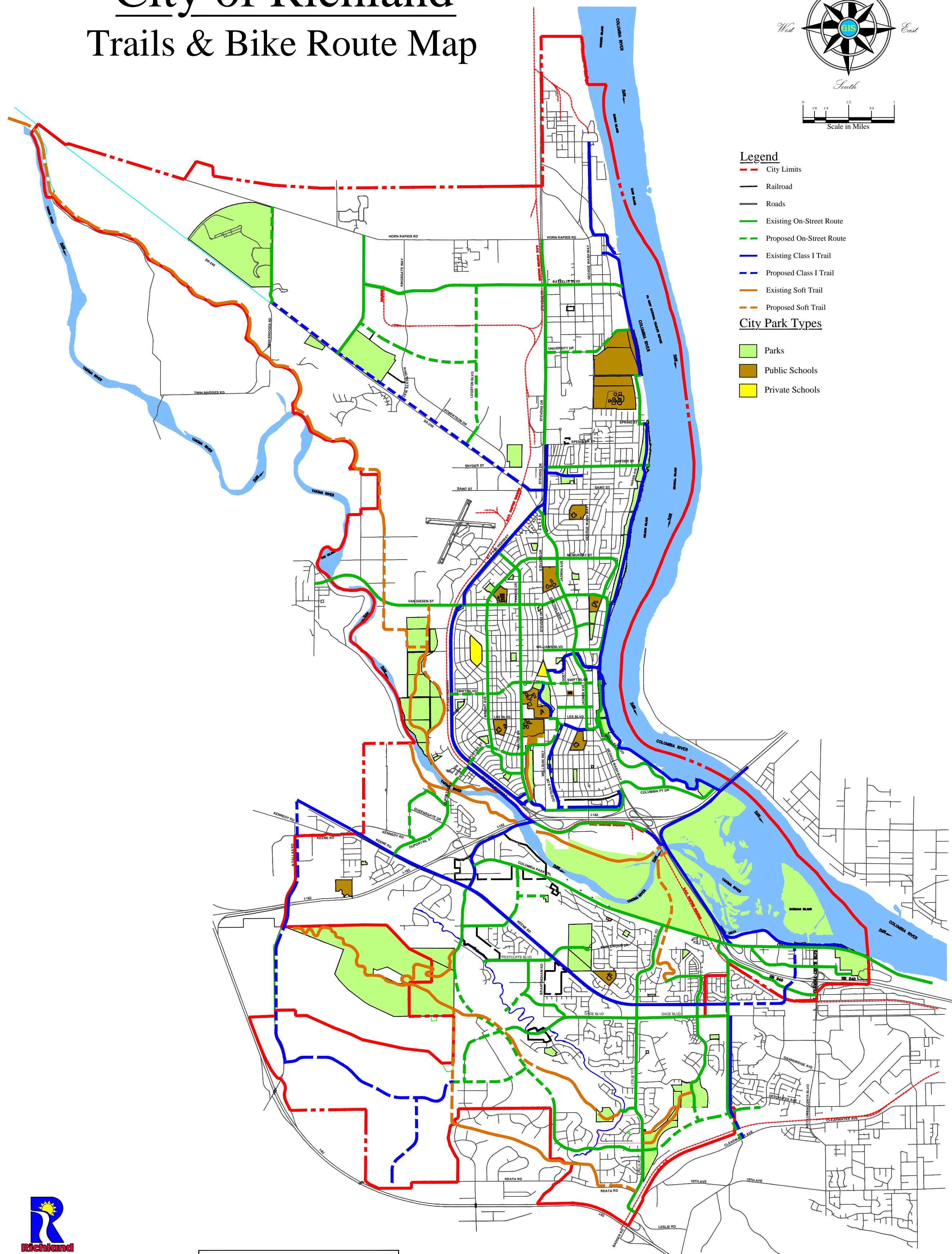
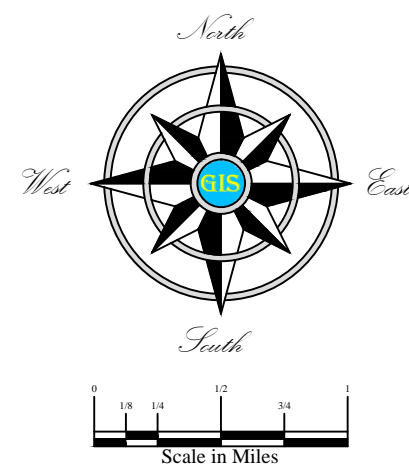


EXHIBIT B – AMENDMENT TO THE LAND USE MAP 4.8 ACRES FOR KENNEWICK SCHOOL DIST.

City of Richland

Trails & Bike Route Map



- Legend**
- City Limits
 - Railroad
 - Roads
 - Existing On-Street Route
 - - - Proposed On-Street Route
 - Existing Class I Trail
 - - - Proposed Class I Trail
 - Existing Soft Trail
 - - - Proposed Soft Trail
- City Park Types**
- Parks
 - Public Schools
 - Private Schools



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Note:
Regional & Community Parks provide Neighborhood Park amenities and are included to depict Neighborhood Park Service areas.

EXHIBIT D

ADDITION OF POLICY #6 TO LAND USE GOAL #6

Land Use Goal 6. The City will protect and conserve its natural resources and critical lands and provide public access based on ability of the resource to support the use.

Policy 1 - The City will make all public river shoreline accessible to the public, subject to regulation protecting public safety, sensitive habitat areas and wildlife.

Policy 2 - The City will encourage development of water-oriented recreational, cultural and related commercial facilities in certain Columbia River locations to enhance and diversify Richland's community recreational resources and its attractiveness to tourists.

Policy 3 - Except as addressed in Policy 2, the City will protect the natural riparian area along the Yakima River and the riparian area along the Columbia River so as not to diminish the quality of the shoreline environment.

Policy 4 - In cooperation with appropriate agencies, the City will identify and regulate the use of wetlands, essential habitat areas and other critical lands within the urban growth area.

Policy 5 - The City will encourage the public and/or private acquisition of the prominent ridges in the south Richland area in order to preserve views, protect shrub-steppe habitat, and to provide non-motorized public access.

Proposed Policy 6 - *The City will work to develop an integrated pedestrian trail system to provide access through the City's important natural features, such as prominent ridges and rivershore areas and provide necessary trail linkages between these natural features.*

HOUSING ELEMENT

SECTION ONE

NOTE: NEW TEXT HIGHLIGHTED IN TAN

INTRODUCTION

The Washington State Growth Management Act established Housing as one of the thirteen planning goals to be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations. The Growth Management Act's adopted goal for Housing states:

"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety residential densities and housing types, and encourage preservation of existing housing stock."

The Housing Element of the city's Comprehensive Plan is intended to provide policy background and broad direction for housing programs and decisions towards meeting the city's goals.

Similar to the other elements of the Comprehensive Plan, the Housing Element provides a framework for future planning decisions, and outlines goals and objectives the city plans to implement in meeting its housing needs.

The Housing Element does not modify land use, establish density or building structure requirements, propose specific controls for residential neighborhoods, nor does it implement any changes to the zoning code.

Why Housing is an Important Issue.

Richland's population is now estimated to be over 49,000 according to the State of Washington's *Office of Financial Management*, as the city continues to be a major employment hub for most of the Benton and Franklin Counties region. Despite the recent economic recession's impacts on many metropolitan areas throughout the country, many industries in Richland continue to thrive, namely through federal programs and in the research and development, medical services and hotel service industries. The rising employment opportunities these industries provide bring with it the increased demand for housing as more people move into the region.

Affordable housing is one of the most significant issues facing the region's housing needs. While rental housing is relatively less expensive than single-family housing, households at the lower income levels (50% of median income or less) are typically priced out of the single-family

homeowner market and face limited opportunities without financial assistance (*2010-2014 Tri-Cities Consolidated Plan*).

Based on the city's continued population growth and rising employment opportunities, Richland must strive to improve affordable housing opportunities for low-income households

Seeking Balance

The Housing Element must be consistent, both internally and externally, with other elements of the Comprehensive Plan. However, it may be found that tension exists between one or more Housing Element's goals with other goals throughout the plan. For example, the demand for more housing and the probable impact new development can have on neighborhoods. To comply with local and state growth management goals, more housing and greater density is required. However, a balance must be also achieved so that growth is shaped so that it is not accomplished at the expense of neighboring residential qualities.

Another area of tension is the relationship between housing and infrastructure. One of the city's goals is to encourage housing in areas where access to infrastructure and services exist. Yet, many properties throughout Richland large enough for affordable housing development are often located in undeveloped areas removed from needed services and employment centers, and require extensive improvement and extension of required infrastructure.

The purpose of the Housing Element is not to eliminate or resolve all areas where an imbalance of goals or policies exists. Rather, it is to provide a framework the city can use in its decision-making while striving to achieve its housing goals and needs.

SECTION TWO

GOALS AND POLICIES

WASHINGTON STATE GROWTH MANAGEMENT ACT: HOUSING GOAL

Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

BENTON COUNTY-WIDE PLANNING POLICIES

The Benton County-Wide Planning Policies have been developed as written policy statements for establishing a county-wide framework from which county and city comprehensive plans are to be developed and adopted. This framework will ensure that city and county comprehensive plans are consistent, as required by the GMA. Policies specific to housing consider the need for affordable housing for all economic segments of the population and parameters for its distribution (RESHB 1025 SEC.2 (3) (e). These policies include the following:

Policy #15 - (to meet the requirements of RESHB 1025 Section 2(3)(e): New housing within urban growth areas shall be compatible in character and standards with that of the adjacent city area.

Policy #16 - (to meet the requirements of RESHB 1025 Section 2(3)(e): Site-constructed, modular, and manufactured housing shall be recognized as needed and functional housing types.

Policy #17 - (to meet the requirements of RESHB 1025 Section 2(3)(e): The County and cities within shall work together to provide housing for all economic segments of the population. All jurisdictions shall seek to create the conditions necessary for the construction of affordable housing at appropriate densities within the cities and County. The following actions should be accomplished:

- a** - Jointly quantify and project total county-wide housing needs by income level and housing type (rental, ownership, senior, farm worker housing, group housing)
- b** - Establish a mechanism whereby the housing effort and programs of each jurisdiction address the projected county-wide need
- c** - Address the affordable housing needs of very low, low, and moderate income households, and of special needs individuals, through the Comprehensive Housing Affordability Strategy
- d** - Develop design standards for implementation within the Comprehensive Plan with special attention given to the residential needs of low- to moderate-income families.

GOALS POLICIES DEVELOPED FOR THE COMPREHENSIVE PLAN

H E 1 Goal. Encourage the improvement of existing housing stock and residential neighborhoods.

Policy 1 - Encourage reinvestment in older residential neighborhoods.

Policy 2 - Support the revitalization of older neighborhoods by keeping the streets and other municipal systems in good repair.

a - Encourage the formation of local improvement districts to upgrade streets and sidewalks.

Policy 3 - Implement the City's affordable housing and weatherization programs.

a - Continue to participate in the Tri-Cities HOME Consortium.

b - Continue to utilize federal Community Development Block Grant and HOME funds for housing rehabilitation and first-time homebuyer opportunities.

Policy 4 - Continue to allow accessory units in low-density single family residential districts.

Policy 5 - Accommodate non-profit and public agencies' efforts to purchase, construct and rehabilitate housing to meet the affordable and other housing needs of the community.

Policy 6 - Strive to increase the rate of owner-occupancy over time.

Policy 7 - Aggressively implement the City's nuisance codes to address signals of neighborhood decline.

Policy 8 - Conduct periodic assessments of the quality of neighborhood housing stock.

Policy 9 - Encourage participation in the City's Crime Prevention Through Environmental Design (CPTED) program.

Policy 10 - Update and implement the Richland Wye/Island View Master Plan to include mixed-use housing and multi-family residential rehabilitation and construction.

Policy 11 - Continue participation in the City Police Department's *Crime Resistant Community Living (CRCL) Program*, which provides free training for property owners and landlords to help provide safe, crime resistant communities for all residents.

H E 2 Goal. Provide a range of housing types for all economic segments of the Richland community.

Policy 1 - Through the comprehensive plan, zoning code, and subdivision code, allow for a variety of housing types and lot configurations including multi-family housing, mixed use development, cluster development, live/work housing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, planned unit development, and non-traditional housing forms such as group homes as alternative means of accommodating residential growth and providing affordable housing options.

a - Allow for a variety of lot sizes in low density residential districts.

b - Allow and encourage a range of housing choices for seniors and special needs households, such as independent living, various degrees of assisted living, and skilled nursing care facilities. Strive to locate new housing along transit routes and near retail and professional service areas.

Policy 2 – Promote and provide incentives (e.g. zoning/rezoning, revised regulations, provision of infrastructure) for infill development and redevelopment of the city’s central core to enhance community character, optimize city investments in infrastructure and community facilities, support increased transit use, promote pedestrian- and bicycle-friendly neighborhoods, increase housing diversity, ensure preservation of historic housing stock, and enhance economic vitality and the promotion of higher density and infill housing located near transportation links.

Policy 3 - Allow the use of modular housing, conforming to the standards of the State of Washington building and energy codes, and manufactured housing, built to standards established by the United States Department of Housing and Urban Development. Modular and manufactured houses shall be permitted on individual lots in any land use zone where residential uses are permitted.

Policy 4 - Promote and foster, where appropriate, innovative and non-traditional housing types.

Policy 5 – Where appropriate and feasible, allow waivers of development fees as a means of promoting the in-fill development of affordable housing.

Policy 6 – Where redevelopment or infill opportunities arise, allow for increased housing density in residential-designated areas that immediately surround the Central Business District.

H E 3 Goal. Accommodate growth and maintain affordability.

Policy 1 - Plan for an adequate supply of land in appropriate land use designations and zoning categories to accommodate projected household growth, while accommodating other commercial, industrial and open space needs of the city.

Policy 2 – Judiciously remove regulatory barriers.

a - Continue to implement an efficient plan review process as an effort to reduce time required to obtain necessary permit approvals.

b - Periodically examine the local housing market to evaluate housing cost, current demand and projected growth.

c - Promote fair and equal access to housing for all persons in accordance with local, state and federal law.

d - Encourage emerging construction and material technologies intended to reduce the cost of housing or to increase energy efficiency.

H E 4 Goal. Implement the Tri-Cities Consolidated Plan: the 2010-2014 Consolidated Community Development and Affordable Housing Plan for Richland, Kennewick and Pasco.

Policy 1 – Provide assistance to lower-income households that participate in local improvement districts for infrastructure projects. Assistance may be limited to selected neighborhoods or to the neediest households based upon a percentage of median income and fund availability.

Policy 2 – Assist infrastructure activities that revitalize and stabilize older or declining neighborhoods, or areas in which the majority of households are lower-income.

Policy 3 – – Improve access for persons with disabilities and the elderly by improving streets and sidewalk systems.

Policy 4 – Access new funding opportunities to revitalize neighborhoods and address other community needs through support for the potential future use of funding options, including possible application for the Section 108 Loan Guarantee Program and/or Float Loans if needed, to complete economic development or related activities.

H E 5 Goal. Improve Public Facilities.

Policy 1 – Support the revitalization of neighborhoods by improving and supporting public facilities that serve lower-income neighborhoods.

Policy 2 – Improve parks and recreation facilities in targeted neighborhoods by supporting a range of improvements to existing or new parks such as building bike and walking paths, constructing water features or swimming

pools, improving public restrooms, landscaping, or installing play equipment in lower-income neighborhoods.

Policy 3 – Support beautification of communities by integrating art into public facilities as needed to address local policies through the inclusion of artwork and beautification efforts in community facilities that serve lower-income neighborhoods.

H E 6 Goal. Improve affordable housing opportunities for lower-income individuals and households.

Policy 1 – Expand the supply of affordable units by developing owner- and renter-occupied housing in in-fill areas or targeted neighborhoods, consistent with comprehensive plan goals.

Policy 2 – Promote the use of mixed-income housing development and mixed-use development that provide both affordable housing and economic opportunities.

Policy 3 – Develop new single-family housing units that create permanent affordable housing, with priority given to projects in targeted areas.

Policy 4 – Sustain or improve the quality of existing affordable housing stock by rehabilitating housing units for homebuyers, current owners, and renters, using the method of purchase/rehabilitation/resale.

SECTION THREE

EXISTING CONDITIONS

POPULATION, EMPLOYMENT and INCOME

POPULATION

The 2010 Census counted 48,058 people living in Richland, while the state of Washington's *Office of Financial Management* has estimated that total to have risen to 49,050 in 2011; both indicating that Richland's population has been steadily rising since 1990 when the overall population actually declined by 1,263 people from the previous census count, as shown in Table H-1.

By the year 2020, the population of Richland is projected to rise to 61,496, amounting to an overall increase of about 12,400 people who will need housing over the next eight years.

TABLE H-1 POPULATION AND HOUSEHOLD CHANGES (1980 - 2010)

	Richland	Kennewick	Pasco	Benton County	Washington State
Population					
1980	33,578	34,397	17,944	109,444	4,132,156
1990	32,315	42,155	20,337	112,560	4,866,692
2000	38,708	54,693	32,066	142,475	5,894,121
2010	48,058	73,917	59,781	175,177	6,724,540
Number of Households					
1980	12,407	12,885	6,666	38,978	1,540,510
1990	13,162	16,074	6,842	42,227	1,872,431
2000	15,549	20,786	9,619	52,866	2,271,398
2010	19,707	27,266	17,983	65,304	2,620,076
Average Household Size					
1980	2.69	2.66	2.65	2.80	2.98
1990	2.44	2.61	2.91	2.65	2.53
2000	2.48	2.60	3.30	3.20	2.50
2010	2.42	2.67	3.30	2.66	2.51

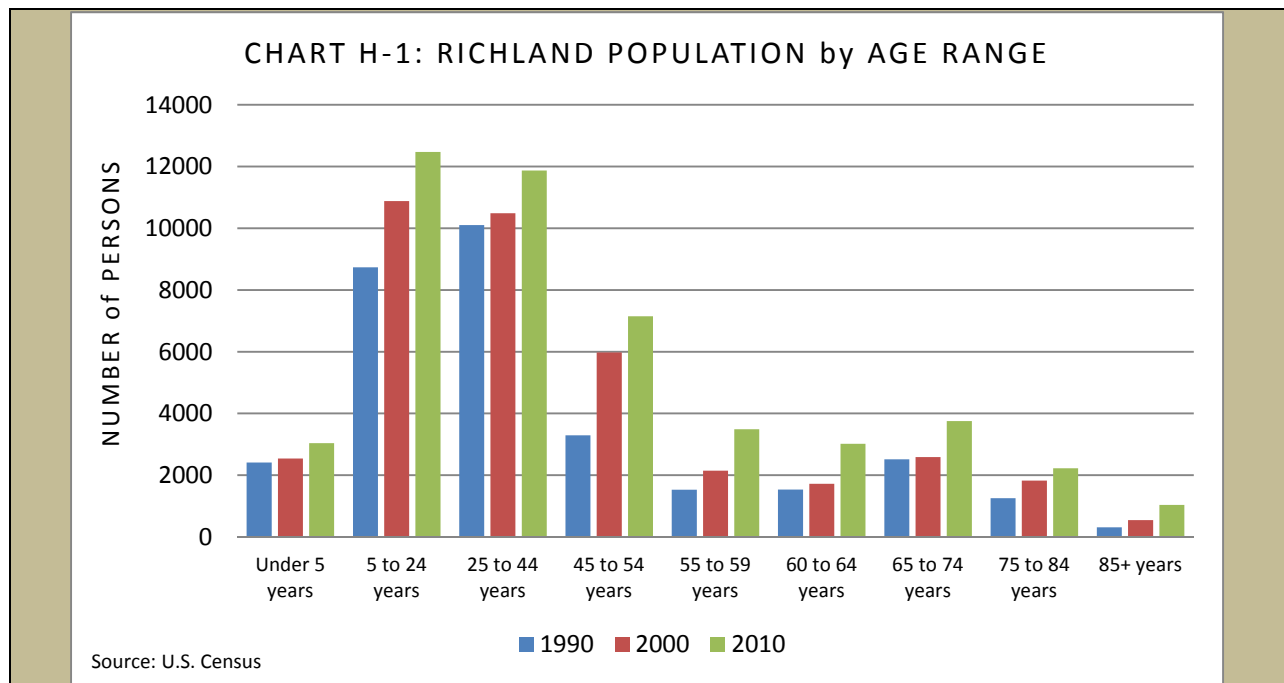
Source: U.S. Census

AGE

Similar to national trends, Richland's population is getting older as the *baby boom* generation ages. Chart H-2 shows the population trends by age range for the city over the past few Census events. The median age for Richland was estimated at 39.4 in the 2010 Census, up from 37.7 in 2000.

In 1990, residents under the age of 5 totaled 2,411, or 7.6% of the city's total population; by 2010 their total had climbed to 3,039; although their percentage of overall city population declined to 6.3% from 7.6% in 1990. The age groups of 5 to 24 and 25 to 44 comprised the smallest gains in population from the other age groups, adding 1,595 and 1,387 people, respectively between 2000 and 2010. As a percentage of overall city population, these age groups experienced the modest declines, falling from 28.1% to 25.9% for the 5 to 24 age group between 2000 and 2010; and from 27.1% to 24.7% for the 25 to 44 age group between 2000 and 2010.

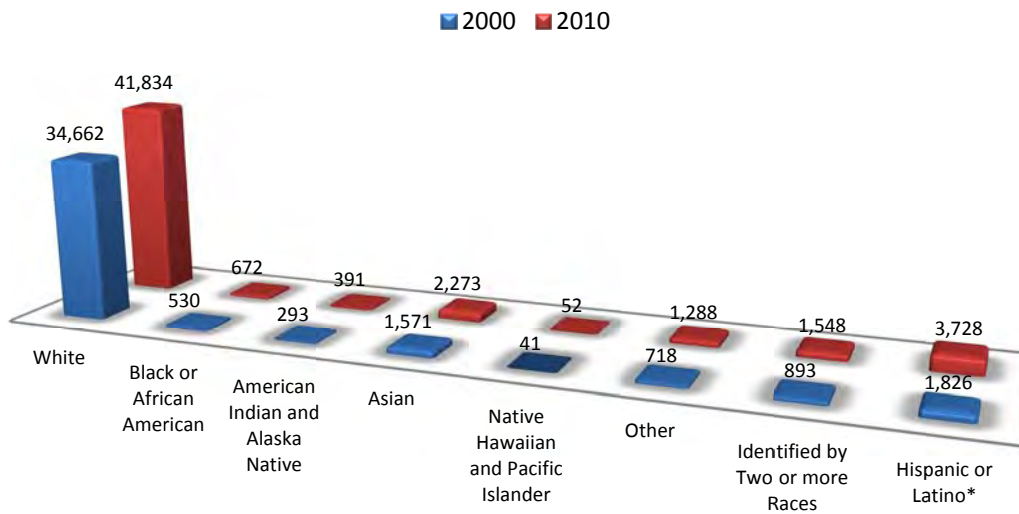
The collective age groups between 55 and 85+ experienced gains in population between 2000 and 2010, rising from a combined total of 8,828 to 13,527 between 2000 and 2010. As a percentage of overall population, these age groups accounted for approximately 28% of the city's population in 2010, up from 22.5% in 1990.



ETHNIC COMPOSITION

While Richland's population is less ethnically diverse than other areas in the Tri-Cities region, the 2010 Census has shown that the city has experienced a subtle shift in its racial/ethnic makeup, as shown in Chart H-2. All non-white racial affiliations increased as a percentage of overall population, growing from a collective 10.46% in 2000 to 12.95% in 2010; while white affiliation decreased by over two percentage points. The proportion of Richland residents identifying with Hispanic/Latino showed the greatest gains, more than doubling in population between 2000 and 2010.

CHART H-2: RICHLAND POPULATION by RACE and ETHNICITY



*Hispanics are counted separately under ethnicity and therefore should not be counted in race calculations.

Source: U.S. Census

EMPLOYMENT

Richland's job growth remains strong as Hanford-related activities continue to have a major impact on regional employment, which directly affects demand for housing as new jobs attract new residents. Job growth in the next twenty years is expected to be strongest in the "Professional and Managerial Services," reflecting continued Hanford-related investments, and the "Health and Educational Services" industry through expansion and development of Kadlec Regional Medical Center, WSU Tri-Cities and Columbia Basin College facilities and programs.

The number of employed residents in Richland has also experienced positive trends in light of Hanford-related industries, and through medical and educational investments, as shown in Table H-2. Over the past twenty years, the unemployment rate of Richland has been relatively better than the state's unemployment rate.

TABLE H-2 RICHLAND EMPLOYMENT TRENDS 1990 - 2012

YEAR	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT	RICHLAND UNEMPLOYMENT RATE	STATE UNEMPLOYMENT RATE
1990	18,536	17,609	927	5.0%	5.7%
2000	20,742	20,030	712	3.4%	5.2%
2010	26,716	25,027	1,689	6.3%	9.7%
FEBRUARY 2008*	24,205	23,121	1,084	4.5%	4.6%
FEBRUARY 2010**	25,475	23,526	1,949	7.7%	10.2%
APRIL 2012	26,839	24,772	2,067	7.7%	8.1%

Source: Bureau of Labor Statistics

*Start of recent employment recession in Washington state

**End of recent employment recession in Washington state

INCOME

The median household income for Richland in 2010 was \$65,502 (Table H-3), a 23% increase from 2000, and a 79% increase from 1990. Median family income rose considerably higher compared to overall household income, increasing by 96% between 1990 and 2010. Compared to state and national median household incomes, Richland was modestly better, comprising an \$8,000 and \$14,000 advantage, respectively; while median family income was \$11,000 and \$17,000 higher than the state and national incomes, respectively.

Median income for Owner-Occupied Households in Richland was \$50,000 more than that of Renter-Occupied Households, a significantly greater disparity compared to state and national estimates for 2010.

Richland's median earnings for female and male full-time workers overall showed similar disparity as the state and national estimates, with female and male earnings separated by more than \$28,000 – even though median income earnings for both females and males have increased more than 30% since 2000. For specific occupations, the disparity between male and female median earnings was even greater, especially in the business and financial management sector, with the median earnings for males outpacing the median earnings for females by nearly \$37,000.

TABLE H-3 INCOME, 2010

	RICHLAND		WASHINGTON		UNITED STATES	
Median Household Income	\$65,502		\$57,244		\$51,914	
Median Family Income	\$80,454		\$69,328		\$62,982	
Median Non-Family Income	\$41,436		\$36,369		\$31,305	
Per Capita Income	\$33,823		\$29,733		\$27,334	
Owner-Occupied Household Median Income	\$87,025		\$72,909		\$65,167	
Renter-Occupied Household Median Income	\$36,627		\$35,132		\$31,548	
Percentage of People below Poverty Level	9.2%		12.1%		13.8%	
Percentage of Families below Poverty Level	6.9%		8.2%		10.1%	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Median Earnings, Full-Time, Year-Round Civilian Employees, by Occupation	\$69,688	\$40,715	\$52,291	\$39,428	\$46,478	\$36,040
Management, Business and Financial	\$101,763	\$64,783	\$80,498	\$57,041	\$75,338	\$54,801
Computer, Engineering, and Science	\$93,537	\$66,841	\$80,740	\$66,204	\$73,830	\$61,444
Education, Legal, Community Service, Arts, Media	\$63,100	\$48,300	\$58,127	\$46,393	\$55,019	\$43,196
Healthcare Practitioner and Technical	\$90,833	\$56,223	\$81,991	\$58,808	\$78,646	\$53,029

Source: U.S. Census 2010; U.S. Census 2006-2010 American Community Survey 5-Year Estimates (Table S2402)

HOUSEHOLD CHARACTERISTICS

According to the 2010 Census, the number of Richland households grew from 13,162 in 1990 to 19,707, an increase of over 6,500, constituting a 49.7% growth (Table H-4).

The average household size in Richland has remained relatively constant at just over 2.4 persons per household, and this average is projected to remain constant through the year 2030.

TABLE H-4 RICHLAND HOUSEHOLD GROWTH TRENDS, 1990 - 2010

	1990	2000	2010
Number of Households	13,162	15,549	19,707
Growth		2,387	4,158
Average Annual Growth		238	415
Percentage Growth		18.1%	26.7%
Average Household Size	2.44	2.48	2.42

Source: U.S. Census

Family households continue to represent a significant majority of all households in Richland (Table H-5), comprising well over 60% of the households over the past twenty years. Family Household is defined by the Census Bureau as a household with people related to the householder by birth, marriage, or adoption.

The 19,707 households in the city equate to the number of occupied housing units. The 2010 Census estimated that the city had a total of 20,074 housing units, 1,169 of which were deemed vacant. The *Benton-Franklin Council of Governments 2010 Projections* estimates that the total number of dwelling units in Richland will grow to 25,150 by 2020, and to 31,636 by 2030, for an annual average of 597 new units over the next 20 years. The vacancy rate for *homeowner* units was 1.6 in 2010 and 5.6 for *rental* units; both down from the 2000 rate of 1.5 and 7.1, respectively.

TABLE H-5 RICHLAND FAMILY and NON-FAMILY HOUSEHOLDS 1990 - 2010

HOUSEHOLD CHARACTERISTIC	1990	2000	2010
All Households	13,162	15,549	19,707
Family Households	9,019	10,687	12,974
As a Percent of All Households	68.5%	68.7%	65.8%
Non-Family Households	4,143	4,862	6,733
As a Percent of All Households	31.5%	31.3%	34.2%
Householder Living Alone	3,679	4,230	5,559
As a Percent of All Households	27.9%	27.2%	28.2%

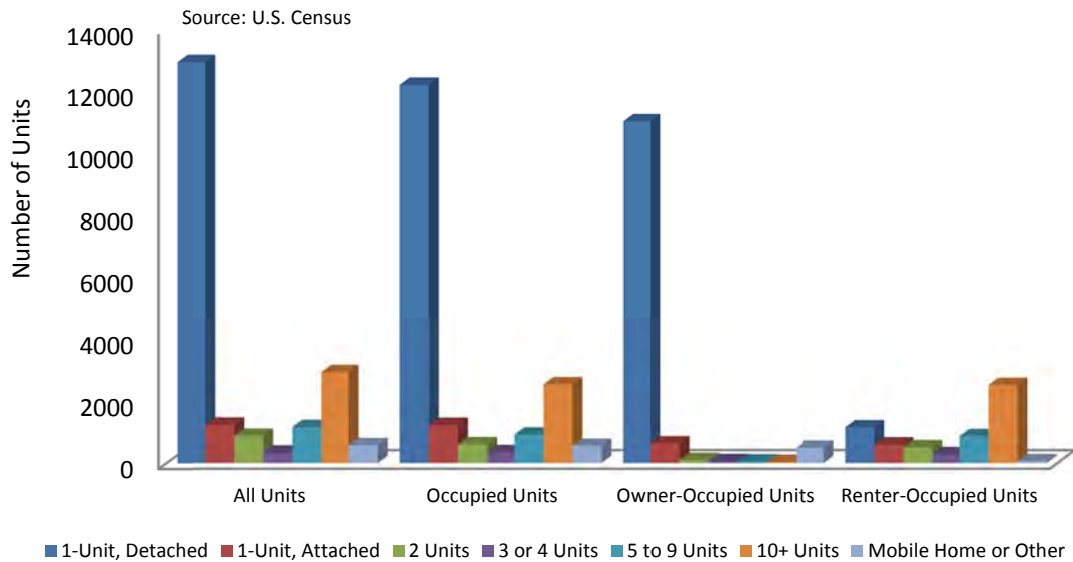
Source: U.S. Census

In 2010, almost 65% of all households in the city were comprised of one or two people. Non-family households in 2010 accounted for 34% (6,733) of the total households, up from 31% in 2000; while householders living alone climbed to 28.2% of all households, up from 27.2% in 2000.

HOUSING STOCK

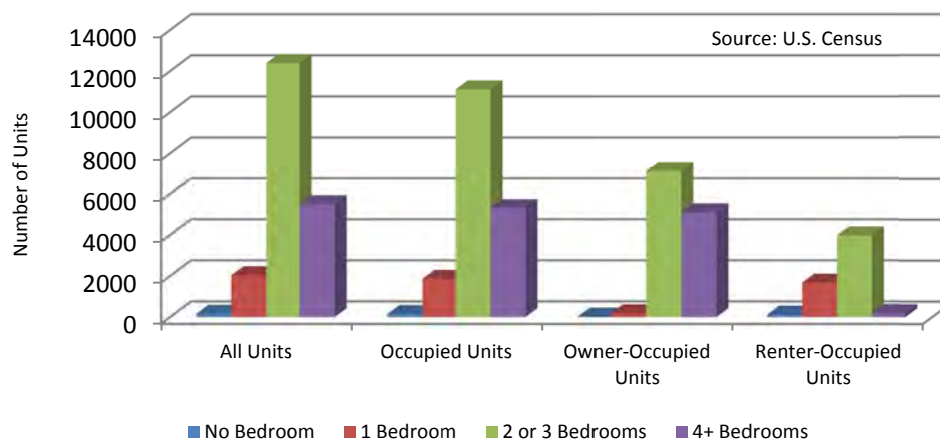
Totaling about 20,074 units (Census 2010), Richland's housing stock is primarily single family, comprising roughly 65% of all housing units in the city. Since 1990, 6,670 new housing units have been added to Richland's housing stock, with the majority of these units being constructed outside of Richland's central core south of the Yakima River and in the Horn Rapids area. Table H-6 provides a summary breakdown of Richland's housing characteristics between 2000 and 2010.

CHART H-3: PHYSICAL HOUSING CHARACTERISTICS



Housing Unit Size and Bedrooms: The 2010 Census showed that nearly 28% of all units in Richland had four or more bedrooms (Chart H-4), with only 11% having one or no bedroom. Renters, who make up more than one-third of all households in the city and tend to have smaller housing units, accounted for over a quarter of renter-occupied units containing one bedroom, compared to just 1.8% of owner-occupied units. 41% of all owner-occupied housing units have four or more bedrooms, compared to 27% of all housing units.

CHART H-4: HOUSING UNITS and NUMBER of BEDROOMS



Age of Housing Stock: Nearly 60% of Richland's housing stock was built prior to 1980 (see Table H-6 below). New construction since 2000 already accounts for 21% of the housing stock up to 2010, with 33% of all units since 1990. Most of Richland's older housing stock, constructed during the build-up of the

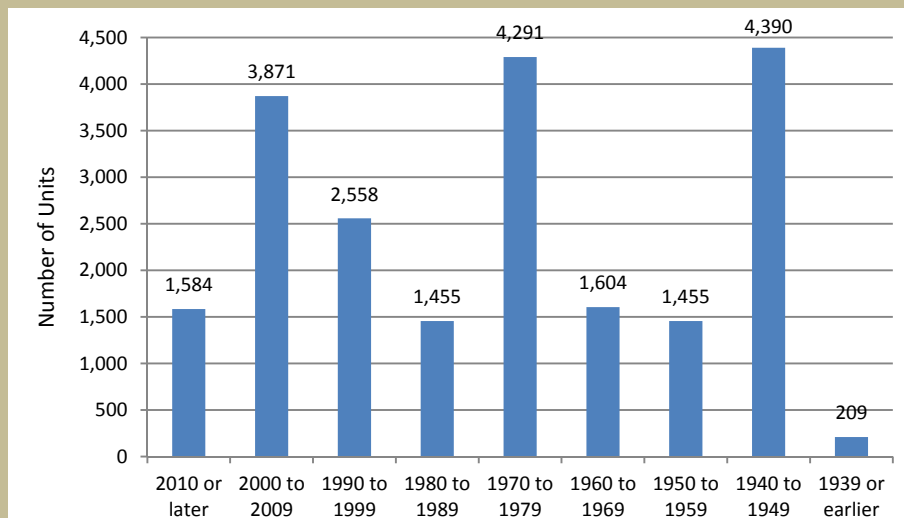
Hanford Nuclear Reservation during World War II, has been preserved, and makes up a significant portion of the housing stock in the central core of the city.

TABLE H-6 RICHLAND HOUSING CHARACTERISTICS

CHARACTERISTIC	ALL UNITS		OCCUPIED UNITS		OWNER-OCCUPIED		RENTER-OCCUPIED	
	2000	2010	2000	2010	2000	2010	2000	2010
STRUCTURE TYPE								
1-Unit, Detached	62.7%	64.5%	64.8%	66.3%	86.4%	88.9%	22.2%	19.3%
1-Unit, Attached	7.3%	6.2%	7.2%	6.7%	4.9%	5.1%	11.6%	10.0%
2 Units	4.5%	4.4%	4.3%	3.3%	1.4%	0.8%	10.1%	8.5%
3 or 4 Units	3.7%	1.7%	3.4%	1.9%	0.2%	0.5%	9.7%	4.8%
5 to 9 Units	3.5%	5.8%	3.4%	5.0%	0.3%	0.4%	9.5%	14.6%
10 or more Units	13.5%	14.5%	12.5%	13.7%	0.7%	0.3%	35.6%	41.9%
Mobile Home	4.5%	2.9%	4.3%	3.0%	5.9%	4.0%	1.2%	0.9%
TOTAL UNITS	16,454	20,074	15,530	18,420	10,295	12,436	5,235	5,984
UNIT SIZE								
No Bedroom	2.1%	0.8%	2.3%	0.8%	0.2%	0.2%	6.3%	2.0%
1 Bedroom	10.5%	10.1%	9.8%	10.1%	2.2%	1.5%	24.9%	27.9%
2 or 3 Bedrooms	60.8%	61.7%	60.0%	60.3%	58.6%	57.3%	62.7%	66.5%
4 or more Bedrooms	26.6%	27.4%	27.9%	28.8%	39.0%	41.0%	6.0%	3.4%
TOTAL	16,454	20,074	15,530	18,420	10,295	12,436	5,235	5,984

AGE OF HOUSING by YEAR BUILT

2010 CENSUS



TOTAL HOUSING UNITS | **20,074**

Source: U.S. Census

GROWTH of HOUSING STOCK, 2000 – 2010

Over the past decade, new single family housing production in Richland seems to have been only slightly affected by the economic downturn at the beginning of the new millennium. The city witnessed a three year downward trend beginning in 2007 and ending in 2009 after a decade low 219 single family housing

units being constructed (see Table H-7). Production of single-family housing has remained constant on an annual basis, accounting for the vast majority of the new housing stock in Richland over the past decade with an annual average of 300 new units per year. New housing construction has added 5,455 total units – for an annual average of 420 units – since 2000 (see Table H-7).

In contrast to single family housing production, construction of multi-family housing of 5 units or more slowed considerably at the height of the economic downturn in the middle of the decade, with no new units being constructed in four of the past six years. Recent trends, however, seem to indicate that multi-family construction is improving as 320 units were constructed in 2010, 342 units in 2011, and the first half of 2012 already seeing 180 multi-family units constructed.

TABLE H-7 NEW HOUSING CONSTRUCTION in RICHLAND, 2000 – 2012

YEAR	Single Family Units	Two Family Units	Three-Four Family Units	Five or More Family Units	YEARLY TOTAL
2000	231	10	24	12	277
2001	383	8	24	122	537
2002	378	10	27	73	488
2003	321	0	0	93	414
2004	296	0	225	55	576
2005	340	0	0	0	340
2006	318	0	0	0	318
2007	296	0	0	176	472
2008	227	0	3	0	230
2009	219	0	0	0	219
2010	344	0	0	320	664
2011	265	0	0	342	607
2012	133	0	0	180	313
Total	3,751	28	303	1,373	5,455

SOURCE: U.S. Census

CONDITION of HOUSING STOCK

Based on a field survey of four residential areas in Richland completed by Common Ground, Consultants for the development of the *2005-2009 Consolidated Community Development and Affordable Housing Plan for Richland, Kennewick, and Pasco, 2004*, most of the housing in Richland is found to be in reasonably good condition. Over one-half of all structures were categorized as being in “excellent” condition. Approximately 20% of the units fell into “fair” to “deteriorated” condition and 304 properties within four neighborhoods being rated “deteriorated” to “poor”. The field survey also found a somewhat higher percentage of multi-family structures (25%) being in need of rehabilitation relative to single-family homes (20%). Three of the four neighborhoods are subsets of central Richland (U.S. Census tracts 102-106) and the fourth is contained in the Island View.

HOUSING TENURE and AFFORDABILITY

OWNER OCCUPIED HOUSING

Homeownership in Richland was estimated in the 2010 Census to be at a rate of 66.2%, virtually unchanged since the 2000 Census of 66.3%, and slightly higher than the national, state and regional rates, as shown in Table H-8.

**TABLE H-8 RICHLAND RATE of
HOMEOWNERSHIP, 2010**

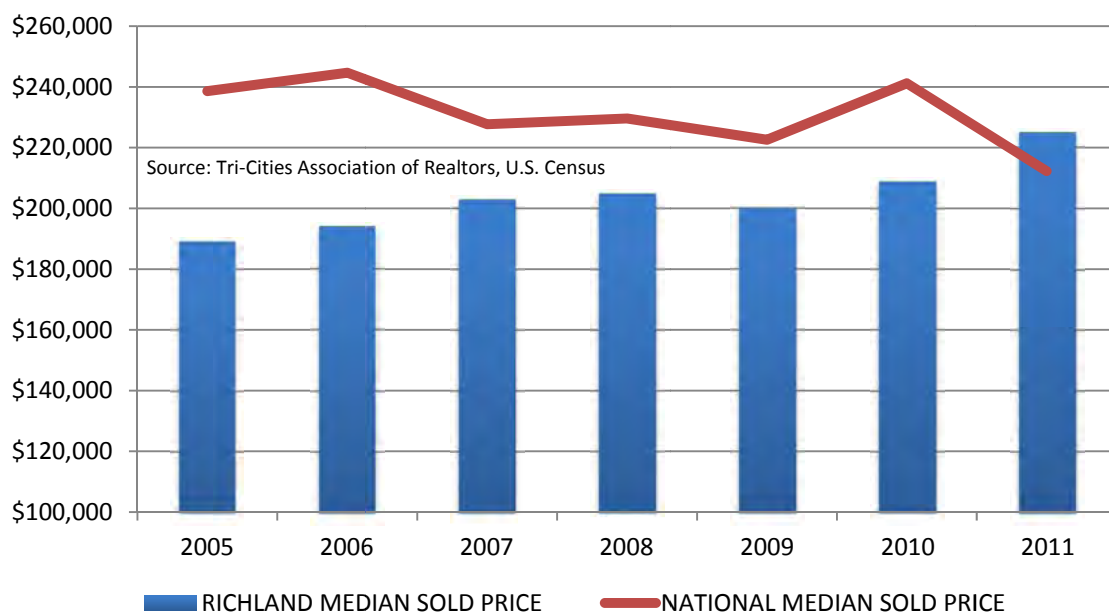
GEOGRAPHIC REGION	
Richland	66.2%
Kennewick	61.3%
Pasco	64.9%
Washington	63.9%
United States	65.1%

Source: U.S. Census

The median price for a single family home in Richland was \$225,000 at the end of 2011, an increase from the \$189,250 median price in 2005.

Compared to other regions around the country that saw housing prices drop amid the national mortgage crisis in 2008, the impact of the mortgage crisis on prices in the Richland appears to have had a muted effect, with only a slight drop in median price occurring in 2009, dropping to \$199,950 from \$205,000 in the previous year, as indicated in Chart H-5 below.

CHART H-5 RICHLAND HOUSING - MEDIAN SOLD PRICE TRENDS



Rising housing prices show that the Tri-Cities continues to own one of the healthiest housing markets in the nation, with some expectations anticipating home prices to grow by about 3.8% percent in 2012 from 2011.

RENTER-OCCUPIED HOUSING

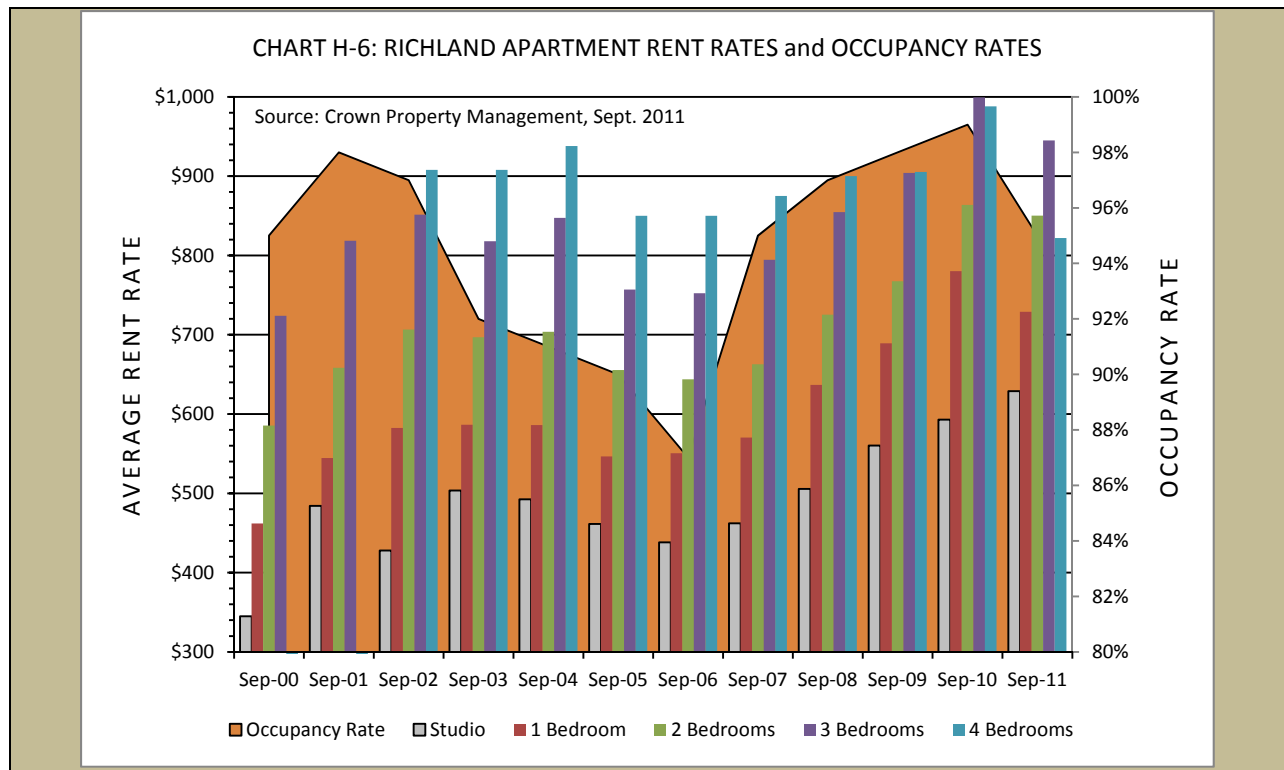
The 2010 Census estimated that renters accounted for about 34% of the 19,707 total occupied housing units in Richland, slightly less than Kennewick (39%) and Pasco (35%), but equivalent to the national rate. The rent rate for a two-bedroom apartment in March 2011 averaged \$892 a month. To afford this level of rent where no more than 30% of income is spent annually on housing and utility costs, a household would need to earn about \$2,974 a month, or \$35,680 annually. Typically, owner-occupied households earn more in annual income than renter-occupied households. The 2010 Census estimated that the median household income of renter-occupied units was \$36,627, just slightly above the annual income needed to afford a two-bedroom apartment.

According to Census 2010 estimates, approximately 2,240 of all renter-occupied units (nearly 39%) paid 30% or more of their income for rent and utilities (Table H-9).

For low income households earning a minimum wage salary, rental affordability continues to be problematic as the rising demand for housing drives up prices, and the strain to afford rent becomes greater. A minimum wage worker earns \$9.04 an hour. To afford the \$892 monthly rent for a two-bedroom apartment, the minimum wage earner must work 76 hours per week, 52 weeks per year; or the household must include 1.9 minimum wage earners working 40 hours per week year-round in order to make the two-bedroom apartment at \$892 a month affordable (derived from National Low Income Housing Coalition, *Out of Reach* 2012).

TABLE H-9 RICHLAND RENTER-OCCUPIED HOUSING UNITS – GROSS RENT AS A PERCENTAGE of HOUSEHOLD INCOME		
GROSS RENT AS PERCENTAGE OF INCOME	TOTAL OCCUPIED HOUSING UNITS PAYING RENT	PERCENT
Less than 15%	1,116	19.3%
15% – 19.9%	818	14.2%
20% – 24.9%	727	12.6%
25% – 29.9%	868	15.0%
30% – 34.9%	361	6.3%
35% or more	1,879	32.6%
Not computed	215	--
Total Units	5,769	100%
Source: U.S. Census, 2006-2010 American Community Survey 5-year Estimates		

Chart H-6 below shows the comparison of average monthly rent rates to occupancy rate trends over the past decade. Apartments in Richland have maintained an occupancy rate of 95% or better since 2006, even though average rent rates for all apartment sizes have steadily climbed over the same period.



MEETING HOUSING NEEDS

RESIDENTIAL CAPACITY

Table H-10 outlines the potential residential development opportunity by land use designation, and provides the build-out capacities for housing development according to permitted residential densities. Within the city limits, there are over 3,800 acres of undeveloped land where 14,163 new housing units could potentially be constructed, plus the capacity for an additional 1,008 units on undeveloped parcels within the city's unincorporated urban growth area.

The high-range estimate of the potential number of residential units is based on allowable densities for the residential land designations in the Land Use Element of the Comprehensive Plan, and includes a 30% set-aside reduction representing a desired future land supply. An additional low-range estimate is provided and represents an additional 30% conservative reduction from the high-range estimate.

TABLE H-10 RESIDENTIAL CAPACITY OF UNDEVELOPED PARCELS by LAND USE DESIGNATION, 2012

Land Use Designation	Within Richland City Limits			In Unincorporated UGA		
	Vacant Acres	Potential Units ¹	Additional Population ²	Vacant Acres	Potential Units	Additional Population
Agriculture	284	52	128	0	0	0
Low Density Residential	1,513	4,763	11,672	320	1,008	2,471
Medium Density Residential	351	2,246	5,504	0	0	0
High Density Residential	120	1,440	2,779	0	0	0
Waterfront	76	912	1,760	0	0	0
Badger Mountain South	1,480	4,750 ³	10,658 ⁴	0	0	0

Total	3,824	14,163	32,228	320	1,008	2,471
High-Range Estimate*	3,824	9,914*	22,560*	320	706*	1,730*
Low-Range Estimate**	3,824	6,940**	15,791**	320	494**	1,211**

1 Assumes 10% of AGR and LDR, and 20% of MDR, HDR and WTF will be allocated to infrastructure.

2 Population based on 2.55 average household size for owner-occupied units with 0.961 occupancy rate, and 2.18 for renter-occupied units with 0.885 occupancy rate.

3 Potential dwelling units based on mid-point of density target range indicated in the Badger Mountain South LUDR.

4 Population based on mid-point of Target Density Units for MF and SF housing in Badger Mountain South LUDR.

*Assumes full-build-out of available land minus 30% representing a minimum desired land supply.

**Assumes full-build-out of available land minus an additional 30% from the High-Range estimate representing a minimum desired land supply.

Approximately 3,352 acres of Richland's undeveloped land, not including the Badger Mountain South Master Planned Community, is designated for residential use. A majority of the undeveloped acreage (94%) is designated for single-family and two-family unit housing, at a density range of up to five dwellings per acre in low density designated areas, and up to ten dwellings per acre for medium density designations. Higher density housing is permitted in the High Density Residential and Waterfront designated areas of the city, which presently accounts for 6% of the undeveloped acreage for residential uses, and allows for densities greater than ten dwellings per acre.

Additional residential development is planned for the Badger Mountain South Master Planned Community in south Richland. Current development target projections anticipate 65% of the residential development will be comprised of single-family units and 35% with multi-family units.

In 2011, the Washington State *Office of Financial Management's* population forecast for the state is estimated to reach 8,154,193 by the year 2030. Historically, Benton County's population has constituted approximately 2.4% of the state's population, amounting to a 2030 estimate of 195,701. For Growth Management Act urban growth area calculations, Richland's population has historically been 27% of the county population, which projects the city's 2030 population at approximately 52,839. Richland's capacity at full build-out of undeveloped land for future residential growth is estimated to accommodate an additional population of 32,228 people, amounting to a total city population estimate of 80,936.

Based on recent development trends and residential densities, Richland has projected its 2030 population to fall within the range of 69,000 – 78,000, well within the residential capacity of Richland's undeveloped land supply.

HOMELESSNESS

An integral part of the city's housing strategy is to support a comprehensive approach to those programs that provide prevention, transitioning, and stabilization services aimed to decrease potential homelessness, stop recurring homelessness, and promote long-term self-sufficiency.

The *Tri-Cities Consolidated Plan for Richland, Kennewick and Pasco* serves as the city's ongoing, coordinated housing program that implements the policies, strategies, programs and resource allocations that effectively address the needs of the homeless throughout the Tri-Cities region, and functions as an ancillary housing element to this comprehensive plan.

INFILL and REVITALIZATION OPPORTUNITIES

Richland has a very limited supply of vacant high density residential land within or surrounding the central core of the city. Most of the development potential of the Central Business District will consist of infill on vacant tracts, redevelopment of existing underdeveloped or under-utilized properties, and the conversion of the large parking lots. According to a recent city study of Richland's Civic Center, multi-family housing is one of the "bright spot" considerations for revitalizing the Central Business District. However, future multi-family development in central Richland will have to compete with the "...nice, new, amenity rich garden-style apartments in other neighborhoods." This will require that multi-family housing development keep rents equal to other developments and deliver equal or better on-site amenities, which may be a constraint for residents seeking affordable housing opportunities within the city's downtown.

To address the lack of affordable high density residential supply, the city will need to continue to encourage infill and redevelopment to provide housing opportunities in areas surrounding the Central Business District in proximity to employment centers, essential services and schools. In addition, the city will need to continue to encourage mixed use incentives and increased densities to promote the production of affordable housing for its residents.

INCLUSION of AFFORDABLE HOUSING

The need for affordable housing is closely tied to jobs provided throughout the city. Planning for affordable housing requires a city-wide approach that reaches beyond just the primary employment centers in the central core of the city. The delicate balance between jobs and affordable housing is reliant upon workers being residents of nearby housing, and that housing costs are affordable to the nearby workforce. Provided that the type and cost of housing constructed are taken into account, housing strategies can address the housing needs of low-income residents while still contributing to the diversity of the city's neighborhoods.

The city encourages innovative market-based programs and practices that enable affordable housing opportunities in new residential development projects and infill of existing neighborhoods throughout the city. Developing housing units that are designed for greater affordability can assist in providing housing to low-income households. Design strategies that can reduce construction costs, such as prefabricated housing and other low-cost construction methods, can help make housing more affordable to low-income households through decreased overall housing costs.

CONSTRAINTS to INCREASING AFFORDABLE HOUSING SUPPLY

Housing production in Richland is affected by a number of factors, both governmental and non-governmental – from local policies and codes, state and federal regulations, and environmental restrictions, to land and infrastructure costs, construction costs, and housing demand.

Non-Governmental Constraints

LAND AVAILABILITY, COSTS and REDEVELOPMENT

Most of Richland's undeveloped residential land supply is located south of the Yakima River and in the Horn Rapids area, primarily allowing for low or moderately low residential densities of one or two unit housing. And while trends for housing affordability for first-time homebuyers has been increasing in the Tri-Cities area in recent years, affordable homeownership has been more challenging for households at

lower income levels. Much of the undeveloped supply of residential land lacks effective proximity to employment centers and public transit, further limiting the affordability of these sites for lower income households.

Another factor affecting the development of multi-family housing in the city's central core is the finite supply of land. Limited undeveloped areas lead to a strong sense of development pressure by the landowner, which may drive up the price for the parcels they own.

Under-developed areas within the city's central core that may be identified as suitable for multi-family housing can also face constraints for redevelopment as owners of these sites may be satisfied with the current state of their property's development; or there is direct competition with other potential developers proposing more profitable commercial projects, and will require complicated redevelopment approaches with increased time and project cost.

Governmental Constraints

The development of housing, single-family or multi-family, is subject to a number governmental regulations, policies, and review procedures, all designed to balance citywide needs and address public concerns. New development is regulated to be consistent with the city's comprehensive plan goals and objectives; and to be compatible with its surrounding environs with respect to density, traffic, open space, and design requirements.

PERMIT PROCESSING

Project permit applications follow a streamlined process established in *RMC Title 19, Development Regulation Administration*. Development permit applications are classified as Type I, Type II, TYPE III or Type IV applications, each requiring a different set of review procedures for approval, ranging from administrative review to Planning Commission and City Council public hearings. All multi-family development proposals of 20 units or more (except for those within the Waterfront zoning district and outside of shoreline jurisdiction) require review before the Planning Commission, which can take six weeks for application review, agency comments, scheduling of meetings, and public notice. Timelines for approval of proposed development projects are also extended if they require an environmental impact statement.

The required processing times for project review can be a constraint to housing development, as additional conditions on development can drive up costs. The city follows an established protocol of application review and processing to ensure that all projects receive equitable treatment and consideration.

PERMIT APPLICATION FEES AND IMPACT FEES

Applications for proposed housing developments require fees for planning department review and building permits – which are based on a project's estimated construction costs. Depending on the location of the proposed development, applications may require additional permits and fees, such as shoreline development review and approval, demolition of existing structures, or further review for variances, zoning amendments or plat approval.

Proposed housing development is also subject to impact fees for roads and parks, which fund public infrastructure and support open space, both of which add to the cost of housing development.

In March 2012, the state legislature passed HB 1398, which allows local governments to exempt impact fees for the development of low-income housing. Under this law, developers may be granted a partial exemption of not more than 80% of the impact fee, in which case there is no explicit requirement to pay the exempted portion of the fee from public funds; or provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds. Developers receiving a waiver from the impact fee are required to record a covenant that prohibits using the property for any purpose other than low-income housing.

MEASURING HOUSING ELEMENT GOALS

Below is a summary of how Richland has addressed the housing needs of its residents under the scope of adopted state and Benton County-wide Planning Goals and Policies. Many of the plans and programs implemented by the city to address low- and moderate-income resident's needs are programmatic in nature and are designed to increase access to, and development of, affordable housing.

Washington State Growth Management Act Housing Goal:

"Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of housing stock."

- Since the adoption of the Growth Management Act in 1990, the majority of new housing in the city has been single family residences, with over 6,600 new units being developed in that timeframe, mainly located in areas south of the Yakima River. However, the city has seen over 1,300 multi-family housing units developed since the year 2000, with many apartments coming on line in the Duportail Street-SR 240 region, and the condominium/townhouse-style houses at Columbia Point.
- In 2012, developers of the *Innovation Center* in north Richland will construct 150 apartment units as part of their 100-acre integrated campus in the *Tri-Cities Research District* that will also include offices, laboratories and retail uses, benefitting the city by reducing traffic-related impacts to surrounding and downtown neighborhoods.
- In 2009, the city adopted the *Central Business District* that allows for mixed use development in the city's downtown core. The new zoning district is designed to encourage the development of high-density housing that, in turn, may foster a more affordable cost of living option for downtown residents who will be in closer proximity to employment centers and needed services.
- In 2004, the city, through the State of Washington's Historic Preservation office, created the *Gold Coast Historic District*, with the intent of preserving a unique segment of Richland's housing stock. *The Gold Coast Historic District* preserves the Manhattan District-era "Alphabet Homes" in the northern portion of the city.
- The city's 2012 Strategic Plan outlines five goals for housing and neighborhoods in the city, which aims to increase safe, livable, and attractive neighborhoods; provide housing opportunities for all

age groups from young professionals to independent seniors; encourage the development of walk-able neighborhoods where needed services are accessible; and revitalize the neighborhoods surrounding the city central business district.

Conclusion: Through its comprehensive plan and zoning regulations, the city has permitted and fostered a variety of housing types to be developed within the city at various densities, while also striving to preserve and restore its older housing stock that provides a more affordable option to residents seeking single family housing. While numerous high density residential properties are scattered throughout the city, a greater supply will more likely be needed to accommodate the growing population of city residents in the future, especially in the areas near or surrounding the downtown core. Although the new *Central Business District* recently adopted for the city's downtown will help add to the variety of housing types through the development of mixed use residences, these housing options will most likely not be affordable to the low- and moderate-income resident. For existing housing stock, the city will need to continue securing funding for the maintenance, upgrade and replacement of its aging infrastructure in its older neighborhoods surrounding the city center; and maintain property values through other means, including crime prevention, code enforcement and housing redevelopment.

Benton County-Wide Planning Policy # 15:

"New housing within urban growth areas shall be compatible in character and standards with that of the adjacent city area."

- Through an agreement with the county, the city reviews proposed residential development projects that are within its unincorporated urban growth area for consistency with its adopted land use designation. Once annexed, residences utilizing an on-site septic system that needs replacing are required to hookup to the city's system if located within 300 feet of a sewer line.

Conclusion: The city and county should work together to develop a set of joint planning policies that govern the physical character of residential neighborhoods to ensure greater compatibility with other neighborhoods within the city upon annexation.

Benton County-Wide Planning Policy # 16:

"Site-constructed, modular, and manufactured housing shall be recognized as needed and functional housing types."

- The city permits accessory apartments, adult family homes, apartments/condominiums, assisted living facilities, manufactured housing/parks, single family residences, duplexes, and senior housing as allowable uses within its residential zoning districts.

Conclusion: The city currently permits a variety of housing types to be developed with varying densities. The city will strive to ensure that future innovations in housing supply and design are included in city plans and regulations to effectively address the housing needs of its citizens.

Benton County-Wide Planning Policy # 17:

"The county, and cities within, shall work together to provide housing for all economic segments of the population. All jurisdictions shall seek to create the conditions necessary for the construction of affordable

*housing at appropriate densities with the cities and county. The following actions should be accomplished: **a** – jointly quantify and project total county-wide housing needs by income level and housing type (rental, ownership, senior, farm worker, group housing); **b** – establish a mechanism whereby the housing effort and programs of each jurisdiction address the projected county-wide need; **c** – address the affordable housing needs of very low-, low- and moderate-income households, and of special needs individuals, through the Comprehensive Housing Affordability Strategy; and **d** – develop design standards for implementation with the Comprehensive Plan with special attention given to residents needs of low- to moderate-income families.”*

- The city participates with the cities of Kennewick and Pasco in addressing regional affordable housing needs and programs for each of the cities. Through the *Tri-Cities Consolidated Plan* (recently adopted for the 2010-2014 planning period), the three cities assess housing and community development issues that focus on the needs of low- and moderate-income residents, and review housing market conditions of the region. The plan then outlines goals and strategies to effectively address these identified needs.
- To address the needs of low- and moderate-income residents, the city has developed an *Affordable Homebuyer Assistance Program* that provides homeownership opportunities for low- and moderate-income and first-time homebuyers. The program strives to make homeownership more affordable by assisting in the preservation of the city’s older neighborhoods, reducing monthly mortgage payments, and reducing the cash needed to purchase a home. The *Good Neighbor Next Door* and the *Infill Homeownership Gap Assistance* programs are also a part of the *Affordable Housing Program* designed to revitalize neighborhoods by offering deep discounts to public servants towards the purchase of eligible properties, and covering the gap in financing a mortgage for the purchase of a home.
- Through the *Infill Homeownership Program*, the city purchases dilapidated residential properties for redevelopment of new single-family housing, which are then sold to income-qualified families on the city’s Infill Homeownership waiting list. Since the program’s inception, eighteen properties have been redeveloped with new homes.

Conclusion: The city will continue to participate with the cities of Kennewick and Pasco to address the affordable housing needs of low- and moderate-income residents through mixed use development, worker housing options, and expansion of “urban villages” throughout the downtown in proximity to employment centers, transit connections and needed services.

MAINTENANCE OF THE HOUSING ELEMENT

The Housing Element is intended to accommodate and encourage balanced housing growth in Richland through 2025. The goals, policies, objectives and data contained herein will require on-going monitoring and periodic maintenance. Changes will be made as warranted and allowed under the State of Washington Growth Management Act.



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C3

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: 2012-2014 COLLECTIVE BARGAINING AGREEMENT WITH RICHLAND POLICE GUILD

Department: Human Resources

Ordinance/Resolution: 103-12

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 103-12, approving the 2012-2014 Collective Bargaining Agreement with the Richland Police Guild.

Summary:

In September 2011, the City entered into negotiations with the Richland Police Guild. The Guild represents 54 of the City's Police Department staff. After six negotiation meetings, the Guild and City agreed to engage in the services of a Public Employment Relations Commission (PERC) mediator. On July 31, 2012, the Guild and City met with a PERC mediator, and a tentative agreement was reached by the parties in November 2012. The terms of the agreement include a 2% base wage increase in both 2012 and 2013, and between a 1% - 2% base wage increase in 2014, with the possibility of a lump sum payment, depending on the June Seattle-Tacoma-Bremerton CPI-W increase reported in July 2013. The Police Guild accepted the City's proposed benefit plan changes as part of the Health Care Cost Containment program.

Fiscal Impact?

☒ Yes ☐ No

\$118,090 to General Fund for increase to base wages for 2012; total fiscal impact is within budget and Council parameters.

\$120,451 to General Fund for increase to base wages for 2013; total fiscal impact is within budget and Council parameters.

Attachments:

- 1) Proposed Resolution No. 103-12
- 2) Proposed 2012-2014 Collective Bargaining Agreement with Police Guild

City Manager Approved:

King, Bill
Nov 21, 10:47:19 GMT-0800 2012

RESOLUTION NO. XX-12

A RESOLUTION of the City of Richland implementing the 2012-2014 Collective Bargaining Agreement with the Richland Police Guild; and making the appropriate budget adjustments related thereto.

WHEREAS, the Richland City Council is desirous of attracting and retaining qualified employees, and maintaining harmonious relations between the City and the Richland Police Guild; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the 2012-2014 Collective Bargaining Agreement with the Richland Police Guild is hereby adopted; and authorizes the appropriate budget adjustments.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 27th day of November, 2012.

JOHN FOX
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

AGREEMENT

Between

CITY OF RICHLAND

and

RICHLAND POLICE GUILD

2012-2014

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PREAMBLE

The provisions contained herein constitute an Agreement between the City of Richland and the Richland Police Guild governing wages, hours, and working conditions for those members of the Richland Police Department who are members of the bargaining unit. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective on the date of signing.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms are defined as follows:

- A. "City" means the City of Richland, Washington.
- B. "Guild" means the Richland Police Guild.
- C. "Employees" means a regular full-time employee in the bargaining unit (as defined in subparagraph "D" hereof) covered by this Agreement.
- D. "Bargaining Unit" as used herein shall include all regular full-time and regular part-time sworn police officers of the Richland Police Department up to and including the rank of Sergeant.
- E. "Department" means the Richland Police Department.
- F. "Base Rate of Pay" means employee's straight pay without any other paid compensation included. Hourly base rate of pay for Police Officers, Police Corporals and Police Sergeants is listed in Appendix A.
- G. "Regular Rate of Pay" means base rate of pay plus assignment pay, education pay, longevity pay and specialty pay for which the employee is eligible. Out of class pay shall also be included when calculating the overtime rate.
- H. "Gross Wage" means the regular rate of pay plus all other types of paid compensation with the exception of clothing and meal allowance.

ARTICLE 2 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining representative of the employees in the bargaining unit (as defined in Article 1, subparagraph "D") for the purpose of establishing wages, hours and working conditions. It is the desire and intent of the City and Guild to maintain the type of communications, which will keep each other informed of matters, which have a significant effect on the working conditions of the employees covered by this Agreement.

ARTICLE 3 - GUILD SECURITY

- A. Employee Rights: Employees shall have the right to join and participate in the activities of the Guild for the purpose of representation on matters of employee relations. 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.
- B. Notwithstanding paragraph A above, any permanent employee who is not a member of the Guild shall, as a condition of employment, pay the Guild a monthly service charge no greater than the monthly Guild dues as may be limited by law. Employees who fail to meet this requirement shall be discharged. The right of non-association of employees, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, are safeguarded in accordance with appropriate PERC procedure. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof that such payment has been made. If the employee and the Guild do not reach agreement on such matter, the Public Employment Relations Commission shall determine the employee's right to non-association status or designate the charitable organization.
- C. The City agrees to deduct membership dues from the wages of those members who request it and forward those dues to the designee of the Guild. The Guild agrees to hold harmless and indemnify the City from all liability it incurs from complying with this section.

ARTICLE 4 - GUILD BUSINESS

A Guild officer who is an employee in the bargaining unit may be granted time off without pay while conducting bona fide Guild business provided: (1) that the employee notifies the City at least forty-eight (48) hours prior to the time off; (2) that the City will have sufficient employees available to man the Department during this time off. Guild officers, when on duty, may use on-duty time for the administration of this agreement.

The City recognizes the Guild's Negotiation Team as the exclusive contract negotiator. The City agrees to discuss contract proposals with the Negotiation Team or the Guild's principal spokesperson only. In the event that contract negotiations are scheduled at a time when any members of the Guild's Negotiation Team are also scheduled to perform their regular duties, such member(s) shall be relieved of their duties, with pay, to attend the contract negotiation session. The City shall recognize three (3) members of the Guild and their designated spokesman (if not an employee) for purposes of bargaining per bargaining session.

ARTICLE 5 - DRUG AND ALCOHOL TESTING POLICY

- A. Reporting to work under the influence of alcohol and/or illegal drugs, of the use, sale, or possession by an employee of illegal drugs is strictly prohibited and may result in disciplinary action, including immediate termination.

Each employee must advise the City if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the City may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The City recognizes a need to provide an opportunity for employees to deal with alcohol related problems through employee assistance programs. Any employee who voluntarily seeks treatment for a personal alcohol problem or for a substance abuse disorder, not involving criminal conduct, may do so through employee assistance programs of the employee's own choosing in complete confidence and without jeopardizing the employee's employment with the City.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws and agencies are charged with enforcing. Therefore, the City reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

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 terms is provided:

Reasonable Suspicion - Is based on specific objective facts and reasonable inferences from those facts in the light of experience, that discovery testing will produce evidence of illegal drug or improper alcohol use by that particular employee.

Under the influence - The following cutoff levels shall be used for the screening of

specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCH)		15
Cocaine metabolites (Benzoylecgonine)	150	100
Phencyclidine (PCP)	25	25
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolites – Codeine/Morphine	2000	
Codeine		2000
Morphine		2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		250

Level of the positive result for ethyl alcohol....0.04 gm/dl

These threshold levels shall change in accordance with the current Dept. of Transportation Standards upon written notification to employees.

Illegal Drugs - are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which sale, purchase, transfer, or unauthorized use or

possession is prohibited by law.

Over-the-Counter Drugs - are those, which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs, which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

B. 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 Guild representative if one is readily available and the employee has requested said conference.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee to the test administrator. The City and a Guild 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 Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the City when the urine specimen is given.
5. All specimen containers and vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the City, employee and the Guild representative and proper chain-of-custody procedures shall be followed.
6. The drug tests of the specimen shall be conducted by the PAML Laboratory in Spokane, Washington.
7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

8. At the employee's or the Guild option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in an arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
 9. The employee and the Guild 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.
- C. 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. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one (1) year.
 - D. 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.

ARTICLE 6 - EMPLOYER RIGHTS AND RESPONSIBILITIES

Subject to the provision of this Agreement and any other Agreement between the City and the Guild, the Guild recognizes (1) the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers, and (2) that the City reserves those rights concerned with the management and operation of the Department which include, but are not limited to, the following:

- A. To recruit, assign, transfer or promote members to positions within the Department. The appointing authority retains the right to make appointments from the top three available candidates. Prior to any promotional test, the parties agree to convene a promotional testing process review committee composed of two management representatives appointed by the Chief and two Guild representatives appointed by the Guild President. Committee recommendations for the test will be reviewed and approved by the City's Personnel Committee.
- B. To suspend, demote, discharge or take other disciplinary actions against members for just cause;
- C. To determine methods, means, and personnel necessary for Department operations;

- D. To control the Department budget; and
- E. To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

ARTICLE 7 PRODUCTIVITY

The City and the Guild shall work together to provide the public with efficient and courteous service; to encourage good attendance of employees; and to promote a climate of employee relations that will aid in achieving a high level of efficiency in the Department.

ARTICLE 8 - PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of his ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slow-down, mass sick call or any other form of work stoppage or interference of normal operation of the Department during the term of this Agreement.

Nothing in this Agreement shall be construed to grant to the City the right to lock out any member of the Guild for any reason.

ARTICLE 9 - HOURS OF WORK

- A. Work Schedules. The normal work schedule shall be established by the City, with shifts not to exceed twelve (12) hours in duration including meal and rest breaks. This section shall not be construed as a waiver of bargaining rights. Two (2) weeks notice will be given to employees prior to changing their shift assignment or change in schedule. However, this provision may be waived upon mutual agreement by the City and the employee.
- B. Work Periods. The normal work period shall be 28 days. The normal workweek for patrol shall be Monday through Sunday on a twelve (12) hour shift schedule. The normal work period for all others shall begin on Monday at 0001 hours.
 - 1. The configuration of the twelve (12) hour shift schedule will be four shifts/squads. There will be two (2) day shifts working from 0630 to 1830 hours and two (2) night shifts working from 1830 to 0630 hours.
 - 2. The sequence will begin on a Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week, the sequence will be two (2) days off, followed by two (2) days on, followed by three (3) days off.

3. Additionally, Squad Supervisors will coordinate schedules with their employees so as to allow for twelve (12) hours off each month, hereafter designated as regular time off (RTO), to be used as a twelve hour day off or split over two days if requested by the employee and approved by their supervisor. These RTO days will be compensation for hours set aside in a regular time worked (RTW) bank of hours. The bank of hours will come from two sources: the five (5) scheduled eight (8) hour training days, and the four (4) extra hours worked in each of the twenty-six (26) yearly pay periods.
Explanation of Annual Accrual Calculation:

5 eight-hour training days equals 40 total hours;
4 hours X 26 (pay periods) = 104 hours.

Adding these two sources equals 144 total RTW hours earned per year. The RTO hours will come from this 144 hour RTW bank. Employees and their supervisors are responsible for ensuring RTW banks end each payroll calendar year with a zero balance.

Prior to the first of each year, the Department will identify the dates for each of four training dates during the year which shall be considered part of the work schedule and worked without additional compensation. There will be sixty (60) day notice prior to the first scheduled training day.

One additional training day will be scheduled during the year which shall be considered part of the work schedule and worked without additional compensation. This day will also be scheduled with sixty (60) day notice and will be in the last quarter of that year.

There will be at least one (1) month separating each of the training days, which will be set for Tuesdays or Thursdays. Only a Division commander may excuse an employee from attending a training day. Should an employee miss a training day, it will be incumbent upon that employee to arrange to attend the other training day that month for the opposite squads.

4. For the purpose of adopting this schedule, the parties agree that the City is adopting a twenty-eight (28) day work period.

C. Meal and Rest Periods.

1. All employees shall be entitled to paid meal and rest periods on each work shift. For employees assigned to work a ten (10) or twelve (12) hour shift, the total time for meal and rest periods shall be one and one-half (1½) hours per shift with a meal period not to exceed

forty-five (45) minutes in duration and the remainder for breaks. For employees assigned to the eight (8) hour work shift, the total time for meal and rest periods shall be one (1) hour per shift with a meal period not to exceed thirty (30) minutes per shift and two (2) fifteen (15) minute breaks.

2. Employees working a scheduled training day and not expected to be available to respond to calls for service shall work eight (8) hours with a one (1) hour duty free unpaid meal period. Twelve (12) hour shift employees will be scheduled for training days on their respective short weeks.

ARTICLE 10 – WAGES & OTHER COMPENSATION

- A. The wages for all employees covered by this Agreement shall be listed in Appendix 'A' attached hereto and by this reference incorporated herein. Appendix A will reflect the hourly base rate of pay.
- B. All employees in the bargaining unit and all former bargaining unit employees who separated from service for any reason between January 1, 2012 and the execution date of this contract and all former bargaining unit employees shall be paid in accordance with the salary schedule attached hereto and marked "Appendix A" retroactive to January 1, 2012 or their date of hire, whichever is later, for any hours worked from or after the first payroll of January 1, 2012

Wages 2012 - Effective the first payroll of January 2012, (December 19, 2011) the base wage shall be increased across the board by 2.0%.

Wages 2013 - Effective the first payroll January 2013, (December 17, 2012) the base wage shall be increased across-the-board by 2.0%

Wages 2014 - Effective the first payroll January 2014 (December 16, 2013) the base wage shall be increased across-the-board as follows:

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July 2013 (for information from June 2013 compared to the 12 months beginning June 2012), is less than 2.0% then the wage increase shall be 1.0% plus a lump sum cash bonus, paid in the first payroll of 2014 of \$500.00; or

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July 2013 is greater than 2.0% but less than 3.0% then the across the board base wage increase shall be 1.5%, plus a lump sum cash bonus, paid in the first payroll of 2014 of \$250.00; or

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July

2013 is greater than 3.0% then the across the board wage increase shall be 2.0%.

- B. Assignment Pay - Any employee on non-permanent, intermittent assignment upgrade to the Detective section or Community Services section in the Support Operations Division or the Administrative Sergeant position in the Field Operations Division and the Training Officer in the Administrative Services division shall receive six percent (6%) assignment pay above their base rate of pay.
- C. Education Incentive Pay – A member of the bargaining unit who has acquired an AA or AS Degree will receive five percent (5%) education incentive pay above their base rate of pay and assignment pay. A member will receive ten percent (10%) above their base rate of pay and assignment pay for a BA or BS Degree. See Article 26 for specific details on the Education Incentive Program.
- D. Longevity Pay – Effective January 1 2007, a member of the bargaining unit who has completed one thousand (1000) hours of training and ten (10) years of service (including prior full-time paid civilian commissioned law enforcement) will receive an additional two percent (2%) of the employee's base rate of pay, assignment pay and education incentive pay.

Effective January 1 2007, a member of the bargaining unit who has completed twenty (20) years of service (including prior full-time civilian commissioned law enforcement) will no longer receive education pay or the two percent (2%) longevity pay referred to above, but will receive twelve percent (12%) of the employee's base rate of pay and assignment pay .

There will be no change to the payroll calculation of this compensation for employees already receiving ten percent (10%) education pay and two percent (2%) longevity pay to ensure employee pay is not reduced.

- E. Specialty Pay - Special assignments eligible for specialty pay include: (1) Swat Team/Hostage Negotiator; (2) Bomb Squad; and (3) Bi-Lingual Certification (certification standard to be approved by the Chief after consultation with the Guild; provided the maximum members eligible for bi-lingual certification pay shall not exceed eight (8)). The maximum specialty pay that any single employee may receive under this Section shall be three percent (3%) even if the employee is assigned to more than one (1) special assignment. Specialty pay shall be three percent (3%) of the employee's base rate of pay, assignments pay, and education incentive pay.
- F. Patrol Training Officer (PTO) Pay - Patrol Training Officers will receive PTO pay for actual hours worked as a Patrol Training Officer at the Corporal E Step pay in addition to any other specialty pay the employee is eligible for.
- G. Out-of-Class Pay for Officers In Charge (OIC) – Police Officers assigned to perform

substantially all of the Corporal's duties for a period exceeding four (4) hours shall be compensated at Corporal E Step pay for all hours worked in the assignment.

- H. Out-of-Class Pay for Sergeants – In the event a Corporal performs substantially the full range of the Sergeant's duties for a period exceeding two (2) calendar weeks, the employee shall be compensated at the next appropriate E step above current pay for all time worked in the assignment.
- I. Out-of-Class Pay for Detective Sergeants – Detectives assigned to perform substantially all of the Detective Sergeant's duties for a period exceeding four (4) hours, shall be compensated at the first step Sergeant's pay for all hours worked in the assignment.
- J. Differential Pay - The base rate of pay for a Police Corporal F Step is seven percent (7%) above the Police Officer F Step. The base rate of pay for a Police Sergeant F Step is fifteen percent (15%) above the Police Officer F Step.
- K. New Classifications – Newly established uniformed positions below rank of Sergeant shall have a salary established by the City provided that the setting of such salary shall establish no labor relations precedent. The Guild may open salary negotiations for the new classification immediately following the appointment of an employee to the classification.

ARTICLE 11 – OVERTIME

- A. Overtime is defined as all work, which is in excess of the person's normal workday or on the employee's regularly scheduled days off.
- B. Exceptions to Overtime. To the extent allowed by applicable State or Federal laws, overtime pay shall not be earned as a result of regularly scheduled shift rotations, approved shift trades, or a full day of attending training courses. Provided, should the City require a full day of in-house training, then such a day of required training by the City would not be considered an exception to overtime, provided however, with two (2) weeks advance notice, the City may alter an employee's schedule so the employee could attend an in-house training without creating overtime liability for the City consistent with the FLSA.
- C. Overtime Compensation and Compensatory Time. Overtime shall be compensated at one and one-half (1½) the employee's regular rate of pay except, all time worked in excess of four (4) hours beyond the employee's regularly assigned shift shall be paid at double (2 times) the employee's regular rate of pay. All other mandatory overtime in excess of fourteen (14) hours in one (1) pay period shall be paid at double (2 times) the employee's regular rate of pay (excludes shift extensions). All voluntary off duty employment shall be paid by the City at time and one half (1½).

At the option of the employee, compensatory time may be earned in lieu of overtime pay. If selected, compensatory time shall accrue at the same rate (1½x or 2x) that the overtime pay would have been earned by the employee. Employees shall not accrue more than eighty (80) hours at any point in time. Compensatory time shall be scheduled in the same manner, and require the same approval, as vacation leave.

- D. Overtime Meal Allowance. Whenever an employee works at least two (2) unscheduled hours beyond the end of their regularly scheduled shift, the appointing authority may authorize a meal allowance. Said meal allowance must be requested by the employee who has worked the overtime. The amount authorized as a meal allowance shall not exceed eight dollars (\$8.00).
- E. Callback Pay. When an employee is specifically called back and authorized to return to duty outside of their regular shift schedule either for regular duty or for court appearances, and this shall not include an extension of the employee's regularly scheduled shift, the employee shall be compensated at one and one-half (1½) times the employee's regular rate of pay, for hours actually worked, but in any event, the employee shall receive a minimum of three (3) hours pay at the overtime rate.
- F. Court Cancellation Procedures. When an employee is scheduled to appear in court outside of their regularly scheduled shift, prior to seventeen hundred hours (5:00 p.m.) on their last regularly scheduled shift preceding the court date, the employee shall call into a designated City employee and check to see if their court appearance has been canceled. If the employee does that and has not been notified at that time that their court appearance has been canceled, and even if the court appearance is later canceled, the employee shall receive the minimum of three (3) hours callback pay as specified in paragraph E above. If an employee fails to call in as required and does not learn, because of that, that the court has been canceled, the employee shall not be entitled to any callback pay for going to court the next day.
- G. Standby Pay. Employees directed to remain on standby status by supervisory or command personnel shall receive two dollars (\$2.00) per hour for each hour of standby time in 2012; in 2013 the standby pay shall increase to three dollars (\$3.00) per hour for each hour of standby time. Employees on standby time shall abide by such conditions and requirements as directed by the Chief as necessary to insure that the officer is available for duty as directed. When the City places restrictions on employees sufficient to constitute being 'engaged to wait' within the meaning of the Fair Labor Standards Act, such time will be paid as overtime.

ARTICLE 12 - CLOTHING AND UNIFORMS

- A. Uniforms. The present practice of the City with regard to furnishing uniforms, footwear and equipment shall be continued with the addition of protective gloves

and glasses.

- B. Each plain clothes officer, as assigned by the Department Director, shall receive eight hundred dollars (\$800.00) per annum clothing and cleaning allowance increasing to eight hundred-sixty dollars (\$860) per annum clothing allowance in 2013. Half of each year's allowance shall be paid the first calendar month of each calendar year and half shall be paid in July.
- C. All employees shall maintain a presentable appearance while on duty.
- D. Uniforms supplied by the City shall be cleaned and maintained by the City.
- E. Personal Equipment. The City shall reimburse employees for the cost of repair or replacement of personal equipment lost, damaged, or destroyed while on-duty without the fault of the employee. To receive coverage under this section, personal equipment shall be pre-approved by the Department.

ARTICLE 13 – HOLIDAYS

- A. The following holidays shall be considered as holidays for full-time employees:

*New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
*Fourth of July	*Day before Christmas
Labor Day	*Christmas Day

- B. Employees working on a holiday shall receive pay for the actual hours worked on the holiday plus one and one half times (1½) times the actual hours worked on the holiday.
- C. Employees who are not regularly scheduled to work on the specified holiday shall receive holiday pay set forth in paragraph B above for one work day on their shift adjacent to the holiday, either before or after, and in the same pay period as the holiday, depending on the scheduled shift.

*Holidays may fall on the weekend and would be different than the City's recognized holidays. In those occurrences, the City's recognized holidays take precedence for pay purposes for employees who are not regularly scheduled to work on the City's recognized holidays.
- D. Holiday Pay previously received by members for a Floating Holiday shall be replaced with a Comp Time Day. Field Operations members will be credited twelve (12) hours of comp time; Support Operations members will be credited eight (8) hours of comp time. Such comp time in lieu of holiday pay shall be credited the first

pay period of each calendar year.

ARTICLE 14 – VACATIONS

- A. Each full-time employee shall accrue vacation time as set forth below, based on their continuous length of service which has accumulated since their most recent anniversary date of employment.

An employee shall not be eligible for a vacation until the employee shall have worked for the City a minimum of six (6) calendar months from his most recent anniversary date of employment.

- B. Vacation Accrual. Vacation time shall accrue on the following basis:

<u>ACCRUAL RATE</u>	
<u>YEARS OF SERVICE</u>	<u>(HOURS/MONTH)</u>
1st - 9 years	12
10th - 15 years	14
16th - 20 years	16
Over 20 years	18

- C. An employee may carry over a maximum of three hundred (300) hours from one (1) year to the next. Although an employee is encouraged to take vacation time when it accrues, an employee may request deferral to the Department Head who will review the request. The approval of the request shall be at the sole discretion of the Chief; unless the employee exceeded the cap through no fault of his/her own.
- D. Vacation time shall be taken in no less than a one (1) hour minimum.
- E. Vacation Bonus Day – Regular full-time employees working one continuous year of service shall be eligible to earn one vacation bonus day (eight (8) hours) after non-use of sick leave and leave without pay collectively.
- F. An employee who ceases to be an employee of the City shall receive a sum of money equal to their number of hours of accrued and unused vacation at their regular rate of pay minus specialty pay. The 300 hour maximum accumulation will be waived at the time an employee leaves the City.
- G. In November of each year, either the City or the employee may convert up to eighty (80) hours of compensatory time or vacation time to cash at the regular rate of pay.
- H. An employee who ceases to be an employee of the City shall receive payment for accrued and unused compensatory time (maximum of 80 hours) at their regular rate of pay.

- I. Vacation Leave Donation/Transfer – The policy of the City is to allow employees to donate vacation leave to co-workers facing personal emergencies who have exhausted all accrued leave.

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

Recipients are limited to receiving two-hundred forty (240) hours of donated leave for any one (1) incident or illness and may not request donated vacation leave more than one(1) time in any concurrent five (5) year period.

The leave recipient must pay insurance premiums while using donated leave, and will not accrue any other leaves while using donated vacation leave.

An eligible employee requiring use of donated vacation leave shall notify his or her Department Director in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The Department Director shall forward the request to Human Resources for approval. The Human Resources Department is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Exhibit ("B")) for organizational wide notification and distribution.

City employees may donate vacation leave to other employees under the following conditions:

1. A vacation balance of at least 100 hours is maintained after the transfer, and employees may not donate more than 100 hours per year of their vacation balance.
2. Vacation is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program. If the recipient does not use all the leave donated, the remainder will be returned to the donors as

nearly as possible in the ratio of each employee's donation to the total amount.

ARTICLE 15 – PENSIONS

Pensions for employees and contribution to pension fund will be governed by the Washington State Statute in existence at any given time during the term of this Agreement.

ARTICLE 16 – DEFERRED COMPENSATION

In accordance with the City's plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in the International City Management Association Retirement Corporation (ICMARC) Internal Revenue Code (IRC) Section 457 plan.

The City shall match employee contributions up to four percent (4%) of the employee's gross wage into the ICMARC IRC 457 plan.

ARTICLE 17 – INSURANCE

- A. The City sponsored Preferred Provider Organization Plus (PPO+) Plan ("Plan") (last modified January 1, 2008) provides coverage to employees and their eligible dependents. The Plan shall remain unchanged for the year 2012 with the exception of plan enhancements related to preventative care due to PPACA. The Plan shall be modified as noted in Appendix C beginning January 1, 2013. Thereafter, for the duration of the Agreement, any subsequent changes to the Plan shall be negotiated.

Effective January 2012 (retroactively), employees will contribute the following tiered amounts for premium costs for medical and dental insurance provided by the City.

<u>Contribution Tier</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Employee Only	\$45.00	\$100.0	\$110.00
Employee & Spouse	\$110.00	\$122.00	\$134.00
Employee & Child/Children	\$100.00	\$110.00	\$121.00
Employee, Spouse & Child/Children	\$125.00	\$137.00	\$150.00

The employee's medical/dental insurance contribution will be split equally and payroll deducted from the first (2) paychecks of each month effective the first month following adoption of this Agreement.

- B. The City's health care package includes a dental plan for the employee and his or her eligible dependents.
- C. The City's health care package also includes a vision plan in which the City will pay for a plan that covers the employee and his or her eligible dependents

- D. The City's health care package also includes a prescription plan in which the City will pay for a plan that covers the employee and his or her eligible dependents.
- E. The City retains the right to choose the insurance carrier(s) and agrees that the level of insurance benefits offered under the insurance plans outlined in Section A of the Article will not be lowered except as modified by Section A effective 2013. Future modifications to the benefit levels of the City's benefit plans may be implemented only by mutual agreement.
- F. ICMARC VantageCare Retirement Health Saving Program (RHS) – refer to Article 24 Section F.
- G. Employees may voluntarily participate in the IRC Section 125 Flexible Spending Account program. The City will pay any administrative fees.
- H. Post-Retirement Insurance - Employees employed on or after January 1, 2003 but prior to January 1, 2013 may participate in the City's Post Employment Health Program in accordance with the Post-Retirement Plan design as modified, effective 2013. (See Appendix D)

The Post Employment Health / Retiree Medical Plan in place for regular full-time employees on January 1, 2003 will no longer accept enrollment for new regular full-time employees hired on or after January 1, 2013. In lieu of eligibility in the Post Employment Health / Retiree Medical Plan, a contribution of one percent (1%) of base salary will be made each payroll period to the Fraternal Order of Police (FOP RHS) if allowed by Plan Design otherwise fund should be deposited in ICMARC RHS Account by both the City and the employee hired on or after January 1, 2013.

Employees as of December 31, 2012 will have the option of remaining eligible for the Post Employment Health / Retiree Medical Plan or choosing to terminate their eligibility and participate in a buy-out program established on the employee's years of service since January 1, 2003 prior to their decision to relinquish future eligibility. The buy-out reimbursement and a City contribution of one percent (1%) of base rate will be made each payroll period to the employee's ICMARC RHS Account (or FOP RHS if allowed by plan design) This buy-out option will be available to employees only during the 2012 and 2013 open enrollment periods for 2013 and 2014 benefits. The City and Guild mutually agreed to extend the buy-out option for 2013 benefits from December 31, 2012 to January 31, 2013. Once an employee chooses the buy-out option, it is an irrevocable decision.

The City and employees who opt to remain eligible for the Post Employment Health / Retiree Medical Plan will share equally in monthly tiered premiums upon employee's enrollment in the Post Employment Health / Retiree Medical Plan.

Grandfather Provision: Retirees at the time the contract is signed will continue to pay one half (½) of the composite rate (City's employee cost) regardless of the number of dependents the retiree has as at the time of retirement. (i.e. 2012 composite rate is \$1350/month; one-half is \$675.00). Retirees may, at their own election, move to the same Post-Employment Health/Retiree Medical Plan offered to current employees hired after January 1, 2003 but prior to January 1, 2013 and pay one-half of the tiered premium rate.

All Retirees at the time the contract is signed will continue to receive the same coverage as active employees.

Retirees in the tiered plan will pay one-half of the monthly premium cost of coverage (rates below were calculated in 2011 for 2012 only):

Estimated Monthly Rates for 2013

Retiree, Spouse or Child Only	\$330.00
Retiree Plus Spouse	\$660.00
Retiree or Spouse Plus 1 Child	\$495.00
Retiree or Spouse Plus 2 Children	\$660.00
Retiree Plus Spouse & Child/Children	\$750.00

The 2013 retirement benefits for employees hired after January 1, 2003 and before January 1, 2013 who chose to remain in the Post-Employment Health/Retiree Medical Plan shall be as set forth in Appendix D.

- I. Life and Accidental Death & Dismemberment Insurance - Effective the first month following adoption of this Agreement, the City will maintain Life and AD&D policies which provide a death benefit equal to two (2) times an employee's annual base rate of pay. The City will pay the entire premium for this coverage.
- J. Fraternal Order of Police RHS Account – All employees will contribute a 2% of base rate of pay (pre-tax deduction) to the FOP RHS effective on a mutually agreeable date in 2013. This 2% is in addition to any other FOP RHS contribution mentioned in the agreement. To expedite implementation of this new provision, City and Guild will convene a committee of at least one Guild representative and one City representative as soon as practical following the ratification of the contract for the purposes outlined in Article 24.D, so long as the deductions qualify under the rules of the plan.

ARTICLE 18 - PREVAILING RIGHTS

With the exception of express negotiated changes, no employee shall suffer any reduction in wages or loss of working conditions because of the adoption of this Agreement.

ARTICLE 19 - BILL OF RIGHTS

PREAMBLE. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Richland Police Guild's Bill of Rights". The wide-ranging powers and duties given to the Department and its members on and off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the action of members. These questions often require investigation by superior officers and/or the Internal Affairs Division. In an effort to insure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

Section I - Internal Affairs Investigations

(The procedures contained in this section apply only to administrative investigations.) The City recognizes and agrees that employees in positions within the bargaining unit are entitled to all rights and privileges accorded ordinary citizens under applicable provisions of the United States and Washington State Constitutions.

Criminal Conduct Investigations. In the case of a criminal investigation, the employee will be advised of the Miranda rights prior to an interview, and afforded immediate opportunity to obtain legal counsel. Prior to being interviewed, the suspect employee will be advised (a) that they are being questioned related to a criminal investigation, (b) that they are free to leave and (c) that refusal to answer any questions will not adversely affect the suspect employee's employment. Once such notice is given, any Guild representative shall not participate in the interview. Invocation of any constitutional or statutory rights shall not be regarded as failure to cooperate in the internal investigation. All aspects of the criminal investigation shall be subject to rules of discovery in a criminal case.

- A. Advanced Notice. Prior to being interviewed regarding an administrative investigation for any reason, which could lead to disciplinary action, an employee shall be:
1. Informed, in writing, of the nature of the investigation and whether the employee is a witness or a suspect, if and when known; informed of other information necessary to reasonably apprise him of the nature of the allegations of the complaint.
 2. The employee shall also be advised in writing of their right to have union representation present during any interview. The employee shall be afforded an opportunity and facilities to contact and consult privately with a representative of the Guild or Guild attorney.
 3. Whenever delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not at issue, advance notice shall be given the officer not less than forty eight (48) hours before the initial interview commences or written reports are required from the officer.

B. Internal Investigations Interview Safeguards

1. In all administrative investigations, the employee will be advised:
 - (a) That possible disciplinary action, up to and including termination of employment, may take place as a result of the investigation.
 - (b) That a failure to fully cooperate by truthfully answering all questions specifically and directly related to the matter under investigation and/or by providing investigators with all potentially relevant information, will result in disciplinary action which may include termination of employment.
 - (c) That the employee has the right to name witnesses to be interviewed by the investigating officer.
2. Any interview of an employee shall be when the employee is on duty unless the seriousness of the investigation dictates otherwise.
3. Interviews shall take place at a Richland Police Station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
4. The employee may have a Guild representative present at the interview.
5. The employee being interviewed shall be informed of the name, rank and command of the officer in charge of the investigation, the interviewing officer, and all other persons present during the interview.
6. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's Constitutional Rights. The employee shall not be subjected to abusive language. No promise of reward shall be made as an inducement to answer questions.
7. Interviews shall not be overly long. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour, if he requests.
8. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the subject investigation.
9. Administrative interviews (following issuance of a formal notice of such interview) shall be electronically recorded absent objection by the subject employee, and the employee, upon request, shall be provided with a copy of the electronic recording of the interview. If the employee refuses to be

recorded, the interviewer's notes will be the record of the interview.

10. Interviews and investigations shall be concluded with no unreasonable delay.

C. Disposition of an investigation

Upon completion of an internal investigation, the investigating officer shall turn over the complete report to the Chief of Police.

The Chief of Police will make a final determination for the disposition of the investigation. Dispositions may be classified into one of the following categories:

1. Unfounded: The complaint was false or not factual.
2. Non-sustained: There is insufficient evidence to either prove or disprove the allegation.
3. Exonerated: the alleged conduct occurred but was lawful and proper.
4. Sustained: The allegation is supported by sufficient evidence.
5. Other Misconduct: The evidence supports a finding of violations other than those alleged in the original complaint.

D. Employee Untruthfulness

If, during the course of an investigation on a complaint made against an employee, it is suspected that an employee was untruthful or dishonest during the investigation, a totally separate investigation will be conducted. A disposition will be reached on the initial complaint, and a disposition will be reached on the complaint of employee untruthfulness or dishonesty. Discipline may be administered for each separate investigative disposition.

E. When The Investigation Results in Charges Being Filed

1. The employee, upon request, will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
2. The employee will be furnished with the names of all witnesses and complainants who will appear against them and/or whose statements will be used against him.
3. The labor representative shall be provided any and all material that the union is entitled to under State law.

F. When Disciplinary Action Results.

1. When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed both in the Personnel Department and Police Department's personnel files.

Section II - Political Activity

Except when on-duty or when acting in his official capacity, no officer shall be prohibited from engaging in political activity.

Section III - Lie Detector Tests

No officer shall be required to take any lie detector or similar tests as a condition of continued employment. Polygraph evidence shall not be admitted in any disciplinary proceeding except through stipulation of the parties to that proceeding.

Section IV - Personnel Records

- A. Location and Employee Review Rights. The City shall maintain personnel records in the Personnel Office for the proper administration of the City's classification plan. Upon request, each employee shall have the right, with reasonable notice to the City, to review their personnel file during normal working hours. The employee may have a copy of any information in the personnel file, however, the City reserves the right to charge a duplication cost. The fees for duplication shall be set by the Finance Department but such fees shall not be unreasonable.
- B. Signing. Each employee shall read and sign any derogatory or critical material that is placed in their personnel file, including merit ratings, evaluations, written reprimands, demotions, suspensions or discharges. Signing acknowledges receipt of such documents. Material of a derogatory or critical nature signed by the employee shall bear the following statement next to the signature line: "Signing Acknowledges Receipt."
- C. Removal and Rebuttal. At the discretion of the Chief, and after written petition by the employee, critical material may be removed from the employee's personnel file. The decision of the Chief not to remove material from the file shall not be grievable. Employees shall have the right to submit rebuttal material to any critical material contained in their personnel file.

Section V - Performance Evaluation

While performance evaluations are not grievable, it is understood that the Guild

representative may consult with the rating officer concerning a challenged non-probationary evaluation report.

ARTICLE 20 - GRIEVANCE PROCEDURE

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

B. Actions submitted to the Personnel Board shall not be considered grievances and subject to the Grievance procedure, and vice versa. Grievances, as herein defined, shall be processed in the following manner:

Step 1: An employee or a group of employees who consider they have a grievance may present such a grievance within fourteen (14) calendar days of when such matter comes to the attention or should have come to the attention of the employee to the employee's supervisor who shall attempt to resolve it within seven (7) calendar days after it is presented to him.

Step 2: If the employee or employees are not satisfied with the solution by the immediate supervisor, the grievance shall be reduced to writing stating the nature of the grievance, the Article and Section violated, the facts of the matter and the remedy sought and signed by the employee. This shall be presented to the Police Chief within fourteen (14) calendar days of the supervisor's response, who shall attempt to resolve it within seven (7) calendar days after it has been presented to him.

Step 3: If the employee or employees are not satisfied with the solution by the Police Chief, the grievance, in writing, together with all other pertinent materials, may be presented to the City Manager by the employee or Guild representative within fourteen (14) calendar days of receipt of the Police Chief's response. The City Manager shall respond to the grievance in writing within fourteen (14) calendar days of his receipt of the grievance.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Guild may refer the grievance to arbitration within seven (7) calendar days after receipt of the City Manager's answer in Step 3. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the American Arbitration Association (AAA) to submit a list of arbitrators according to the procedures of the AAA.

C. The arbitrator shall render his decision based on the interpretation and application of the provisions of the Agreement within thirty (30) calendar days after such hearing.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its legal jurisdiction.

The expenses of the arbitration shall be borne equally by the parties hereto. Each party shall be responsible for its own costs incurred, including witnesses and attorney's fees.

- D. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- E. None of the foregoing is intended to mean that the Guild 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 Guild to so lodge and process a grievance is expressly confirmed. No settlement of a grievance with any employee shall be contrary to the terms of this Agreement or involve mandatory subjects of bargaining.

ARTICLE 21 - MANUAL OF RULES AND PROCEDURES

The City agrees to furnish each employee of the bargaining unit with a copy of the Manual of Rules and Procedures.

ARTICLE 22 - SENIORITY

- A. Seniority shall be defined as follows:
 - 1. Total length of continuous service within a job classification.
 - 2. Total length of continuous service with the City.
- B. The City will provide the Guild with copies of the Seniority List each year, and post the list on the bulletin board provided by the City for Guild notices.
- C. Preference in vacation scheduling and extra days off shall be given to the employees by seniority within their rank and shift in the Department.
- D. An employee shall lose all seniority in the event of termination.

ARTICLE 23 - LAYOFF AND RECALL

- A. Layoff. An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least thirty (30) calendar days notice in advance of the actual layoff date. The City reserves the right to place laid off employees on paid administrative leave during the notice period. Employees shall be laid off in the inverse order of seniority within their

classification. The City may take an exception from laying off the employee with the least seniority and lay off an employee with more seniority only if the City can show that the performance of the least senior was substantially superior to the more senior employee as reflected by the employee's performance evaluations. Employees subject to layoff shall be eligible to bump less senior employees from classifications the more senior employees previously held as a regular position.

- B. Recall. Employees laid off shall be retained on a recall list for not less than twenty-four (24) 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. Any position for which multiple responses are received shall be given to the employee who was most recently laid off.

ARTICLE 24 - SICK LEAVE

- A. LEOFF I Sick Leave Allowance. At the time of twenty (20) or more years regular service retirement, the employee shall receive payment from the City for 25% of the employee's sick leave accrued prior to January 1, 1975. Except as the situation may be altered by the provisions of this Article, each employee shall have eighty (80) hours available at any given time for bona fide sick leave; provided, that after January 1, 1975, sick leave shall no longer accrue, but shall be available as herein provided.
- B. LEOFF I Disability Coverage. In the event that an officer covered by LEOFF I suffers an injury or illness which causes him to miss work in excess of eighty (80) hours, then the officer will immediately make application to the appropriate pension disability board in order to obtain any benefits to which the employee may be entitled. Officers who make timely applications to the pension disabilities board shall not suffer a loss of paid sick time due to the eighty (80) hour maximum set forth in Section A above if those delays are encountered by processing the employee's timely disability benefit request, as long as those delays are not due to the accident or omission of the employee, and said employee shall be granted sick leave time as may be required in order to have the disability board obtain and process any documentation necessary to complete the application. The employee will cooperate fully with the City and the disability board in getting and filling out all applications and submitting to whatever medical exams may be necessary or required.
- C. LEOFF II Sick Leave Accrual and Use. All permanent and probationary LEOFF II officers shall accrue sick leave at a rate of eight (8) hours per month. Sick leave may be used for all periods of actual illness, injury, or disability. Temporary, provisional, and intermittent employees are not eligible for sick leave accrual or use.

Regular part-time employees shall accrue sick leave at a rate proportionate to their hours worked.

- D. LEOFF II Sick Leave Cash Out. Effective January 1, 2007, the City shall cash out fifty percent (50%) of the employee's accrued and unused sick leave at the employee's regular rate of pay minus specialty pay upon any service retirement or twenty (20) years of service with the City. This payment shall not exceed fifteen thousand dollars (\$15,000).
- E. LEOFF II Occupational Disability Allowance. When an employee covered by the LEOFF II Retirement System is disabled as the proximate result of an on-the-job injury as covered by Washington State Worker's Compensation and Industrial Insurance, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and his regular salary for a period not to exceed six (6) months or the termination of the disability, whichever comes first. To accomplish this, the City shall pay the employee his regular salary for said period and the employee shall receipt to the City all time loss payments received from Worker's Compensation.
- F. Effective January 1, 2009, the following sick leave incentive policy will apply. At the end of the last pay period each year, members who have: (1) a sick leave bank with five hundred (500) or more hours; and 2) have used less than forty-eight (48) hours of sick leave during the previous year shall cash in forty (40) hours of sick leave to be deposited in the ICMARC RHS until a mutually agreeable date in 2013, as referenced in Article 17 K, at which time it will be deposited in the FOP RHS.
- G. Employees Responsibilities.
 - 1. Notification to City. Employees who have suffered an illness, injury, or disability shall make all efforts to report their absence to the Department Head, immediate supervisor, or designated representative for reasons for the absence. Such notification shall be provided if practicable at least one (1) hour before the beginning of the employee's first scheduled work day. If the illness extends beyond three (3) days, the employee shall provide updates as to his/her conditions on a reasonable periodic basis as requested by the City.
 - 2. Doctor Certification. If the employee's absence extends beyond four (4) working days, the employee may be required by the Department to submit a medical certificate signed by a physician stating the kind or nature of the sickness, injury, or disability that has rendered the employee unfit for duty.

ARTICLE 25 - MISCELLANEOUS LEAVES

- A. Bereavement and Emergency Leave. Eligible employees may be granted a leave of

absence with pay up to a maximum of forty hours (40) in a calendar year for the purpose of attending the funeral of an immediate family member or for the purpose of providing care for a member of the employee's immediate family who is ill. For the purposes of this subsection, the following definitions will apply:

1. Eligible employee - regular full-time and regular part-time (leave is proportionate to hours worked); probationary status.
 2. The employee must be scheduled to be at work at the time of the requested leave.
 3. Immediate family defined as employee's spouse, son, daughter (include in-laws), brother, sister (includes in-laws), parents and parents-in-law, grandparents, grandchildren.
- B. Leave to Attend Funerals of City Employees. Except for temporary and provisional employees, all city employees may be allowed to take time off necessary with pay at the discretion of the supervisor to attend a funeral of a city employee.
- C. 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, provided said employee turns over compensation received less mileage reimbursements.
- D. Military Leave. Shall be governed by applicable State and Federal law.
- E. Family and Medical Leave. Employees will be allowed to use their paid leave in accordance with the Family Care Rules (WAC-296-130).

Employees will be allowed up to twelve (12) weeks of leave in accordance with the Family and Medical Leave Act.

The provisions of this section are not intended to expand upon the applicable state or federal laws.

- F. Leave of Absence Without Pay.
1. Excluding temporary and provisional employees, a deputy city manager and/or department director may grant a leave of absence without pay up to thirty (30) calendar days.
 2. 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, pursuant to RMC 2.28.885, 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.

3. In the event of injury or illness, the appointing authority may require that the employee submit a certification from the attending physician or a designated physician indicating the nature of the illness or injury with a prognosis for recovery.

ARTICLE 26 - EDUCATION INCENTIVE PROGRAM

The purpose of this program is to provide incentive for police officers who are members of the bargaining unit serving in the Richland Police Department to seek additional education in order to meet the ever-changing needs and demands placed upon a police department.

- A. This program is based on college degrees within the police field. Educational incentive is paid for study in job related fields of Police Science and Law Enforcement, Political Science, Sociology, Psychology, Community Service, Business Administration, Public Administration, or other job related fields mutually agreed upon as being related. Subjects not related directly to the police field but part of the requirements or electives towards a degree shall be counted as a part of this program.
- B. Any police officer who is a member of the bargaining unit having acquired a degree in the police field from either a two (2) year or a four (4) year accredited college shall present their diploma and college transcript to the Human Resources office prior to becoming eligible for credit under this program.
- C. As a prerequisite for qualification to this top step under this incentive program, the officer who is a member of the bargaining unit must first present a copy of their college degree from an accredited college and provide evidence that their major was in one of the police fields as outlined in Article 25(A) above.
- D. The following education incentive pay will be available under this program and will be added to the base rate of pay and assignment pay, and treated as part of, the employee's regular rate of pay:

<u>DEGREE</u>	<u>INCENTIVE</u>
AA/AS	5.0%
BA/BS	10.0%

Education incentive pay ceases after twenty (20) years of service (including longevity service) in the bargaining unit.

- E. All officers of the Richland Police Department who are members of the bargaining unit are eligible to take part in the incentive program.
- F. The following rules will apply for tuition reimbursement for members of the bargaining unit:
 - 1. If the City orders an officer to take a course, City will pay all of the tuition for the course.
 - 2. Once each calendar year an officer may request the City to pay for (fifty percent) 50% of the tuition for a class if the class will enhance the officer's ability to perform his duties. If registration for a class causes the employee to pay the same amount of money as a minimum fee which the employee would pay for multiple classes, then the employee may take as many classes as the employee can sign up for at the same price as one class, if all the classes are approved by the City. If the officer and the Police Chief, or the Police Chief's designee, end up not agreeing as to whether or not the requested course will enhance the officer's ability as a police officer, or if the City can find a less expensive course which will provide substantially the same instruction and the officer disagrees with the City's decision, then that issue will be appealed to the Human Resources Director, whose decision in the area will be final and will not be grievable.

ARTICLE 27 - SPECIALTY TEAMS SELECTION PROCESS

Specialty team selection, assignment and retention shall be governed by the Policy and Procedure Manual and alleged violations of relevant sections shall be subject to the grievance procedure. Any significant changes to the specialty team selection section of the Policy and Procedure Manual shall be subject to the bargaining process.

Training and Equipment for Specialty Units - Subject to available funds, the department will provide equipment and necessary training required by each specific specialty unit.

ARTICLE 28 - NO SMOKING POLICY

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.

ARTICLE 29 - ENTIRE AGREEMENT

The Agreement and all of its articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions.

Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects of bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 30 - SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be held invalid and will remain in full force and effect. Either party may thereafter require the other party to enter into collective bargaining regarding any provision thus affected.

ARTICLE 31 - COLLABORATIVE MEETINGS

At least every two months, representatives of the Guild and the Police Services Department shall meet collaboratively to discuss issues of importance to either party. The purpose of the meetings shall be to increase communication between the parties about issues of concern and to reach solutions in an informal environment. In advance of each meeting, each party shall submit a list of the issues which it wishes to discuss at the meeting. Each December, the Guild President and the Chief of Police or his/her designee shall develop an annual schedule for the collaborative meetings.

If an employee or the Guild has an issue which could be the subject of a grievance, the employee or the Guild shall have the option of submitting the issue in writing to the next collaborative meeting. If such an issue is submitted to the next collaborative meeting, any time limits in the grievance procedure shall be held temporarily in abeyance from the date the issue is submitted to the meeting until 10 days after the conclusion of the meeting.

Nothing in this article shall prevent the parties from reaching solutions to any issue submitted to a collaborative meeting prior to the date of the meeting.

Collaborative meetings are not a replacement for the collective bargaining process.

ARTICLE 32 – PHYSICAL FITNESS PROGRAM

One of the goals of the City and Department is to encourage good physical fitness. With that goal in mind, the parties have agreed to institute a pilot program through a Letter of Understanding (see Appendix E).

ARTICLE 33 - DURATION OF AGREEMENT

A. This Agreement shall be effective on the date signed by the last party and remain

in full force and effect until December 31, 2014 , unless extended by mutual Agreement of the parties.

- B. During the time of negotiations for a successor Agreement, the current Agreement will remain in full force and effect or until it is cancelled by either party upon ten (10) days written notice to the other party.

APPENDIX "A"

2012 – 2013 CLASSIFICATIONS AND WAGES

Effective the 1st payroll period of **2012**, (December 19, 2011), **2.0%** across-the-board wage increase.

	2012	1 YEAR	1 YEAR	6 MONTHS	
		STEP A	STEP C	STEP E	STEP F
	POLICE OFFICER	\$31.74	\$33.39	\$35.07	\$35.98
	POLICE CORPORAL			\$37.73	\$38.49
	POLICE SERGEANT			\$40.55	\$41.37

Effective the 1st payroll period of **2013**, (December 17, 2012), **2.0%** across-the-board wage increase.

	2013	1 YEAR	1 YEAR	6 MONTHS	
		STEP A	STEP C	STEP E	STEP F
	POLICE OFFICER	\$32.37	\$34.06	\$35.77	\$36.70
	POLICE CORPORAL			\$38.48	\$39.26
	POLICE SERGEANT			\$41.36	\$42.20

Effective the first payroll of **2014** (December 16, 2013) the base wage shall be increased across-the-board as follows:

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July 2013 (for information from June 2013 compared to the 12 months beginning June 2012), is less than 2.0% then the wage increase shall be 1.0% plus a lump sum cash bonus, paid in the first payroll of 2014 of \$500.00; or

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July 2013 is greater than 2.0% but less than 3.0% then the across the board base wage increase shall be 1.5%, plus a lump sum cash bonus, paid in the first payroll of 2014 of \$250.00; or

If the bimonthly June Seattle-Tacoma-Bremerton CPI-W increase reported in July

2013 is greater than 3.0% then the across the board wage increase shall be 2.0%.

Final Draft

APPENDIX "B"
PTO/VACATION DONATION TRANSFER FORM

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____ Employee Number: _____

Title: _____ Department/Division: _____

Current PTO/Vacation Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): _____

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: _____ Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$_____) divided by the hourly rate of the requesting employee \$_____ Equals the Total Hours Transferred _____.

☐ Approved

☐ Denied

Human Resources Director or designated representative

Date

cc: Personnel File

APPENDIX “C”

CITY OF RICHLAND HEALTH PLAN MODIFICATIONS THREE COMPONENTS FOR HEALTH CARE COST CONTAINMENT

PPO PLUS PLAN MODIFICATIONS BEGINNING IN 2013			
Deductible	2012: \$200 Individual / \$600 Family <u>2013: \$250 Individual / \$750 Family</u> <u>2014: \$300 Individual / \$900 Family</u>		
<u>Out-patient Diagnostic Services</u> Beginning January 1, 2013 the deductible will apply to all out-patient diagnostic services. After the calendar year deductible is met, eligible diagnostic services will be covered at 90%.			
<u>Out-patient Surgical Procedures</u> Beginning January 1, 2013 all Outpatient Surgical procedures involving the use of a surgical suite or facility are subject to a \$250 Co-payment. Eligible benefits will then be covered at 100% Coinsurance			
PPO PLUS PLAN EMPLOYEE MONTHLY CONTRIBUTION MODIFICATIONS			
FOR CALENDAR YEARS BEGINNING:	2012	2013	2014
Employee Only	\$45.00	\$100.00	\$110.00
Employee & Spouse	\$110.00	\$122.00	\$134.00
Employee & Child /Children	\$100.00	\$110.00	\$121.00
Employee, Spouse & Child /Children	\$125.00	\$137.00	\$150.00
POST EMPLOYMENT / RETIREE PLAN MODIFICATIONS BEGINNING 2013			
<u>Deductible</u>	<u>Coinsurance</u>		
2013: \$500 Individual / \$1500 Family	80% In network 60% Out of network		
<u>Out-of-Pocket Maximum</u>	<u>Rx Benefits and Preventive Care</u>		
\$3,000 Per person	Same coverage as PPO Plus Plan		
All Benefits except Rx & Preventive Care are subject to the annual deductible and coinsurance			
POST EMPLOYMENT / RETIREE PLAN ESTIMATED* TIERED RATES FOR 2013			
Participant monthly contribution is 50% of Actual Tiered Rates as follows:			
Retiree, Spouse or Child ONLY :		\$330.00	
Retiree Plus Spouse:		\$660.00	
Retiree or Spouse Plus 1 Child:		\$495.00	
Retiree or Spouse Plus 2 Children:		\$660.00	
Retiree Plus Spouse & Child / Children:		\$750.00	

*** These rates were calculated in 2011 - underwriting assumptions may vary by end of 2012**

Final Draft

APPENDIX “D”

POST EMPLOYMENT / RETIREE MEDICAL PLAN & RETIREMENT HEALTH SAVINGS (RHS) MODIFICATIONS

NEW EMPLOYEES hired on or after January 1, 2013 will not be eligible for the Post Employment / Retiree Medical Plan. The following rules shall apply:

1. City will contribute 1% of the employee's base rate of pay to a Retirement Health Savings (RHS) Account in lieu of eligibility in the Post Employment / Retiree Medical Plan.
2. Employee will contribute 1% of his/her base rate of pay to a RHS Account in lieu of eligibility in the Post Employment / Retiree Medical Plan.
3. For all other contributions to a RHS Account, Article 17, Section K and Article 24, Sections D & F shall apply.

EXISTING EMPLOYEES will have a choice to Opt-Out of eligibility for the Post Employment / Retiree Medical Plan during Open Enrollment 2012 (to be effective January 2013) or Open Enrollment 2013 (to be effective January 2014).

CHOICE A - for existing employees who choose to remain eligible for the Post Employment / Retiree Medical Plan:

1. City will continue to contribute 1% of the employee's base rate of pay to the Post Employment / Retiree Medical Plan to maintain proper funding.
2. For all other contributions to a RHS Account, Article 17, Section K and Article 24, Sections D & F shall apply.

CHOICE B - for existing employees who choose to Opt-Out of the Post Employment / Retiree Medical Plan in either December 2012 (to be effective January 2013) or December 2013 (to be effective January 2014):

1. An Opt-Out contribution at the employee's base rate of pay and based on years of service after January 1, 2003 will be made to a RHS Account.
2. City will contribute 1% of the employee's base rate of pay to a RHS Account.
3. For all other contributions to a RHS Account, Article 17, Section K and Article 24, Sections D & F shall apply.

APPENDIX “E”

Letter of Understanding between the City of Richland and the Richland Police Guild

PHYSICAL FITNESS PILOT PROGRAM

This Letter of Understanding (LOU) is between the City of Richland Management (City) and the Richland Police Guild (Guild) who are parties to a collective bargaining agreement. (CBA)

The City is very encouraged by the Guild’s interest in promoting the physical fitness of their Membership. This focus area by the Guild matches the City’s desire to enhance the “wellness” of all employees as part of City-wide health initiatives. Thus, the City wants to partner with the Guild in this effort to improve and maintain the physical well-being of its Police Officers and this initiative fits that goal perfectly. Therefore:

Whereas, the parties desire to complete the tentative agreement package proposal for ratification of the 2012-14 CBA and include a jointly developed Physical Fitness component: and

Whereas, one of the goals of the City and Guild discussed during bargaining is to encourage good physical fitness; and

Whereas, the parties desire to enter into a Physical Fitness Pilot Program that promotes the physical fitness and capability of Guild members; and

Whereas, the parties desire to get the Program started on a non-precedent setting basis, as part of the 2012-14 contract ratification process, notwithstanding that the details of the Program standards have yet to be fully or jointly explored;

NOW, THEREFORE, the parties agree that the following procedures governing exercise on duty shall be as follows:

1. Exercise on duty shall be at a City owned exercise facility to help improve overall fitness and health of Guild Members.
2. Employees must coordinate and seek approval from their Division Commander or designee prior to scheduling workouts on duty to assure that exercise on duty does not have a negative impact on the work shift schedules.

3. A Division Commander or designee may allow an employee to workout at their discretion, subject to the Department's operational, scheduling and record keeping requirements.
4. Employees assigned to patrol may be allowed up to a total of six (6) hours of work out time in their 80 hour work set as set forth in Art. 9, Sec. B. of the collective bargaining agreement between the City and the Guild.
5. All employees in non-patrol assignments may be allowed up to three (3) hours work out time during their forty (40) hour work week as set forth in the collective bargaining agreement between the City and the Guild.
6. In no circumstance shall an employee work out more than one (1) hour in any workday.
7. When considering a request to workout, supervisors and employees will consider Department staffing levels, workloads, location of the workout, ability of the employee to respond to calls in emergencies and an employee's work performance.
8. If a Division Commander or designee is faced with competing requests to workout they should consider the documented amount of time each employee has worked out during the work week and then the employee's seniority.
9. The initial pilot program shall be in effect for a mutually acceptable period (target: 6-12 months) and shall be subject to evaluation of operational impacts during that period. It is the intent of the parties to continue workouts on duty thereafter on a mutually acceptable basis.
10. This LOU shall be effective immediately. As a jointly developed pilot program, both the Guild and the City realize that ongoing dialogue needs to take place, preferably during the new Labor/Management collaboration meetings, to ensure the success of this program.

Agreed to this ____ day of November, 2012.

For the City:

Chris Skinner	Date
Police Services Director	

Gordon Beecher	Date
Human Resources Director	

For the Guild:

Tony Striefel	Date
Guild President	

Chris Lee	Date
Guild Vice President	



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C4

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: 2013-2014 COMPENSATION PLAN FOR UNAFFILIATED STAFF

Department: Human Resources

Ordinance/Resolution: 104-12

Reference:

Document Type: Resolution

Recommended Motion:

Adopt Resolution No. 104-12, approving the 2013-2014 Compensation Plan for Unaffiliated Staff.

Summary:

In October 2012, the City provided unaffiliated staff (215 non-represented employees) the opportunity to review and provide feedback to the City's proposed modifications to the 2013-2014 Compensation Plan. The proposed modifications consist of changes to the City's Health Plan and Post Employment / Retiree Medical Plan, and alternatives to the Retirement Health Savings (RHS) Plan. The Compensation Plan allows for annual wage increases based on performance. The 2013 budget for unaffiliated staff wages is proposed at 2.25%. Most of the proposed modifications to the 2013-2014 Compensation Plan were presented to unaffiliated staff in late 2011 for implementation in 2012. However, due to delayed contract negotiations these modifications have been postponed for all employee groups until January 2013.

Fiscal Impact?
☒ Yes ☐ No

A maximum of \$396,462 will be needed from the General Fund and Utility Funds for wage increases in 2013. This amount is within Council's parameters for employee compensation and included in the approved 2013 budget.

Attachments:

- 1) Proposed Resolution No. 104-12
- 2) Proposed 2013-2014 Compensation Plan for Unaffiliated Staff

City Manager Approved:

King, Bill
Nov 21, 10:41:00 GMT-0800 2012

RESOLUTION NO. 104-12

A RESOLUTION of the City of Richland implementing the 2013-2014 Compensation Plan for Unaffiliated Staff; and making the appropriate budget adjustments related thereto.

WHEREAS, the Richland City Council is desirous of attracting and retaining qualified employees into its unaffiliated ranks; and

WHEREAS, amendments to the pay, classification and benefit plan are warranted based on external market and internal conditions; and

WHEREAS, RMC 2.28 provides for regular review and adoption of the City of Richland Compensation Plan for Unaffiliated Staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the 2013-2014 Compensation Plan for Unaffiliated Staff is hereby adopted; and authorizes the appropriate budget adjustments.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 27th day of November, 2012.

JOHN FOX
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

THOMAS O. LAMPSON
City Attorney

CITY OF RICHLAND

COMPENSATION PLAN FOR

UNAFFILIATED STAFF

2013 Through 2014

Adopted November __, 2012



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CITY OF RICHLAND – COMPENSATION PLAN FOR UNAFFILIATED STAFF

Adopted November __, 2012

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Article I. Introduction

As outlined in Chapter 2.28 of the Richland Municipal Code (RMC), this Plan serves to document and govern the wages, hours and conditions of employment for unaffiliated staff. This Plan shall be amended from time to time, typically when collective bargaining agreements are reviewed by staff and City Council. It is understood that the City Manager maintains broad discretion in administering this plan. These rules are subordinate to Chapter 2.28 Title 2 of the RMC, and where conflicts exist, the RMC shall prevail.

Article II. Term

This Plan is adopted by Resolution, and shall remain in effect until such time it is amended by the City Council. This Plan shall be reviewed at least as frequently as each respective collective bargaining agreement.

Article III. Covered Classifications

Exhibit 'A', enumerates the classifications covered by this plan. All classifications have a title, classification status, group status, Fair Labor Standards Act (FLSA) exemption status, and pay grade.

Classification Status is either classified or unclassified as defined by Chapter 2.28 of the RMC. Group Status defines the type of work a classification is responsible for performing and is categorized as Executive, Management, Supervisory, Professional, Technical, Confidential, Clerical, or Hourly. FLSA exemption status is Executive, Administrative, Professional, or Non-exempt as outlined by Federal law. Pay Grade denotes the pay grade and associated minimum, midpoint and maximum, which is assigned to the classification.

The City Manager may add to or delete from this list of classification titles and make changes to Group Status, FLSA exemption status, and Pay Grade, as the needs of the service dictate, provided however, that such changes are within the City-wide budgeted position count authorization. Such amendments shall be ratified by the City Council as a part of the annual budget process, or when this plan is amended from time to time.

Article IV. Performance Management Process

Section 4.01 Performance Assessment System (PAS)

The City implemented a new and improved Performance Assessment System (PAS) in 2010. Although some major changes were made to the PAS, the system continues to base employee compensation on performance.

(a) Competency-based Performance Management Model

The PAS now includes a competency-based performance management model which defines the performance expectations of employees at four levels within the organization: 1) Foundational Competencies; 2) Supervisory Competencies; 3) Managerial Competencies; and 4) Executive Competencies.

(b) Performance Ratings

The PAS performance ratings are defined as follows:

Exceptional	This rating should be interpreted as a job that goes "above and beyond". It is appropriate for employees who have achieved and exceeded expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been exceeded on a consistent basis.
Successful	This rating should be interpreted as a "job well done". It is appropriate for employees who have achieved the expectations on their goals, competencies and the City's Shared Values. This rating means that performance expectations have been met on a consistent basis.
Needs Improvement	An overall rating of Needs Improvement is intended to focus the employee's attention on improving or changing performance. A rating of Needs Improvement on an individual goal means that the goal was not achieved as expected. A Performance Improvement Plan is required for an overall year-end performance ratings of Needs Improvement and may be used for individual goal or competency ratings of Needs Improvement.

(c) Employee Participation in PAS

All regular full-time and part-time unaffiliated employees shall be entitled to participate in the PAS process for the year provided their first day of work commences prior to July 1 of that year. Employees hired July 1 or later of each year are not eligible to participate in the PAS process for their initial year. However, these employees are eligible to participate in following years, and also will be eligible for up to a two percent (2%) salary increase for an "exceptional" rating on his / her initial probationary period or six-month review.

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

(d) Performance Based Salary Adjustments

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

A PAS salary adjustment matrix will be prepared to provide for salary adjustment options based on employee performance. The City Manager has the authority to amend the salary adjustment matrix annually to ensure budget compliance.

(e) Pay Structure

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

Pay Grade	A common pay range which includes a Minimum, Midpoint, and Maximum which may be assigned to many classifications. Each grade has an infinite number of points in between the Minimum, Midpoint, and Maximum.
Pay Range Minimum	The lowest base pay rate payable to an employee. The Minimum is 80% of the Midpoint.
Pay Range Midpoint	The area of the range that most typically represents the prevailing market pay level for a job. The Midpoint is tied to market for like classifications.
Pay Range Maximum	The highest level of base pay an employee can receive in a given job. Employees shall not exceed the Pay Range Maximum. The Maximum is 120% of the Midpoint.
Base Pay	The point within the Pay Range assigned to an employee, exclusive of any one-time performance award. All movement within the range is calculated on Base Pay.

(f) Pay Grade Adjustments

Pay grade adjustments will be made periodically, typically every twelve (12) to eighteen (18) months. These adjustments will be based on market movement and cost of living, with due regard to ranges of pay for other classes, relative difficulty in responsibility of positions in the class, availability of employees in particular occupational categories, prevailing rates of pay for similar employment in private establishments in the Richland area, rates of pay in other jurisdictions, the financial policies of the City, and other economic considerations.

It should be noted that when the range is adjusted, the employee stays at the same pay level, except when he or she is at the minimum.

(g) Placement in Range Upon Hire

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

(h) Progression Through the Range

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

Once earned, all regular increases, up to the maximum, shall be considered base pay and not considered temporary.

(i) Appeals

Utilizing their regular reporting structure, employees may appeal performance assessments or the specific salary increase associated with that assessment up to their respective Department Director.

(j) Position Change

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

- (1) Transfers. An employee will transfer at the same rate of pay when transferred to another position in the same grade.
- (2) Promotion/Reclassification. An employee who is promoted or reclassified shall receive at least the minimum of the new pay grade. All promoted employees shall receive the equivalent of at least a four percent (4%) increase, not to exceed the maximum salary of the new grade.
- (3) Demotion. An employee who is demoted (voluntary or involuntary) shall be placed at a salary level deemed appropriate by the Human Resources Director and the appointing authority.
- (4) Reinstatement. An employee who is reinstated to his/her position, after an authorized leave of absence, or suspension or layoff, shall be paid at the same salary – not to exceed the maximum in the grade for the class that the employee was receiving at the time of the leave of absence, suspension or layoff.
- (5) Rehire. An employee who has resigned from a position in the city service and is subsequently rehired shall be paid in accordance with the rules governing original appointments to a position in the city service.

- (6) Temporary/Acting Assignments. With the approval of the Supervisor and Human Resources, employees serving full-time in an acting capacity or temporarily in a higher capacity (at least one grade) due to the absence of another employee, may be subject to a temporary upgrade in pay. Such assignments may only be considered prospectively after the employee has performed the job for two (2) consecutive weeks. The employee must meet minimum qualifications for the higher classification and substantially fulfill all the responsibilities to qualify for the acting pay. Temporary/Acting Assignment pay shall generally be four percent (4%) or the minimum of the higher grade. At no time will an employee be placed higher than the maximum of the grade for the temporary/acting assignment.

Section 4.02 Individual and Team Awards

Throughout the year, employees, teams and work units may be recognized by their supervisor for significant achievements. Said awards may include Thank You Grams, lunch with the team, gift certificates, articles in City Beat, or a report by the City Manager during a City Council meeting.

Thank You Grams may be utilized by employees, supervisors and others to recognize an employee or team of employees who have demonstrated a willingness to go the extra mile, or that provide a level of service which is above and beyond that which is normally expected. A copy will be placed in the employees personnel file with copies to be sent to the Department Director and City Manager.

Article V. Probationary Period

Except as noted below, all original and promotional appointments for regular full-time and part-time employees shall be tentative and require a probationary period of at least six (6) months (one thousand forty (1040) work hours, not to exceed twelve (12) months total), during which time the employee's work shall be closely observed in order to determine the employee's qualifications for regular appointment. Employees voluntarily transferring to the same or lower level classification within a different department shall be subject to a new probationary period. The 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 employment. Upon successful completion of an original probationary period, the employee will be eligible to apply for internal job opportunities.

The appointing authority may terminate a probationary employee at any time during the probationary period.

Employees with a classification status of Unclassified who were hired on or after July 1, 1999 are considered "at will" and not subject to these provisions. Unclassified employees subject to civil service protections (i.e. Police Captain and Fire and Emergency Services Deputy Chief), and hired after July 1, 1999 are "at will" to the extent permissible by law.

Article VI. Hours of Work and Working Schedules

For all employees covered by this Plan, the regular work schedule shall involve service of eight (8) hour days, five (5) days per week, total not to exceed forty (40) hours per week. Subject to such forty (40) hour per week maximum, Department Directors may vary work schedules within their respective departments upon a determination that a change would increase the efficiency and effectiveness of city service.

Section 6.01 Unclassified Employees

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

Section 6.02 Departure from Schedules

The City Council by resolution, or the City Manager by administrative order, may authorize departure from the working schedules provided in this section for such periods of time as necessary in emergency situations. Except as otherwise provided in this section, the Deputy City Manager and Department Directors, with approval of the City Manager, shall designate work schedules for the employees over whom they have jurisdiction, including those persons employed on a daily or hourly basis.

Article VII. Overtime

Section 7.01 Definition of Terms

(a) Overtime

For full-time non-exempt employees, overtime shall be considered hours worked in excess of employee's scheduled forty (40) hour work week (holiday, sick, paid time off and compensatory leaves are to be considered as hours worked for purposes of overtime calculation).

(b) Call back

Time worked when an employee has left work or is on the employee's day off and is called back to work by the employee's supervisor or an authorized agent.

(c) Compensatory Time (comp time)

Paid time off to reimburse an employee for time worked in lieu of pay.

(d) Standby

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

Section 7.02 Overtime Pay - Non-Exempt

(a) Time and One-half Rate

One and one-half (1 1/2) times the employee's fixed rate of hourly pay times the number of overtime hours worked yields the amount of overtime pay earned at this rate. Time and one-half will be paid for hours in excess of employee's scheduled forty (40) hour work week as defined in Section 7.01(a).

(b) Administration

Overtime worked, as designated and approved by the appropriate authority, will be accrued in tenths of hours (each tenth equals six (6) minutes). Employees working in non-exempt job classifications may choose between compensation (pay) or compensatory leave for overtime worked. Compensatory leave will be subject to the following:

- (1) Leave is earned at a time and one-half rate.
- (2) Leave may be accrued to a maximum of eighty (80) hours.
- (3) Leave to be taken must be done so with supervisory approval.

(c) Call Back

When a non-exempt employee is called back to duty after completion of a normal work schedule or is on a day off, the employee shall be guaranteed a minimum of three (3) hours straight-time whether worked or not, beginning with the time of arrival on the job. All time worked over two (2) hours on call-back assignment shall be compensated at the appropriate overtime rate of time and one-half except if the conditions specified above are applicable, and accrued in increments of one-tenth hours (six (6) minutes).

(d) Meals

The appointing authority may allow reimbursement for meals taken by employees who have worked at least four (4) hours overtime.

(e) Standby Pay

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

Section 7.03 Administrative Leave

Employees in job classifications that are exempt from FLSA regulations, are subject to Administrative Leave. Administrative leave is not intended to compensate employees on an hour for hour basis. Accordingly, exempt employees do not accrue a balance of administrative leave. Administrative leave is not compensated upon separation of employment. Use of administrative leave is to be approved by an individual's supervisor.

In extraordinary cases, the City Manager may approve straight time or lump sum payments to exempt employees when they are required to work additional hours beyond their regular work assignment as a replacement for another staff member.

Article VIII. Reduction in Force

An employee may be laid off for lack of work, lack of funding or reorganization. An employee who is to be laid off will be given at least fourteen (14) calendar days' notice in advance. Payment in lieu of notice shall satisfy this requirement.

In determining which employees shall be laid off, the appointing authority shall give consideration to the employee's job function, documented records of the employee's performance, length of service in the job classification and total length of service with the City.

The name of any employee laid off from the city service shall be placed on a recall list in order of continuous service and retained for a period of ninety (90) days.

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

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

Article IX. Insurance and Benefits

As described herein, the City shall, subject to the availability of funds, maintain certain coverages as a part of employee benefits, 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.

Section 9.01 Health

For regular full-time employees, the City shall contribute a fixed amount per month to a City sponsored Preferred Provider Organization Plus (PPO+), or successor health plans. The plan(s) shall provide coverage for the employee and his or her eligible dependents. As a result of the City's Health Care Cost Containment Committee review, the PPO+ plan will be modified effective January 1, 2013.

CITY OF RICHLAND – COMPENSATION PLAN FOR UNAFFILIATED STAFF

Adopted November __, 2012

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Employees will contribute the following tiered amounts per month towards the employee and dependent health care package provided by the City. The monthly contribution will be split equally and payroll deducted from the employee's first two paychecks of each month.

	2012	2013	2014
Employee Only	\$90.00	\$100.00	\$110.00
Employee & Spouse	\$110.00	\$122.00	\$134.00
Employee & Child /Children	\$100.00	\$110.00	\$121.00
Employee, Spouse & Child /Children	\$125.00	\$137.00	\$150.00

Employees selecting plans with a higher premium than the PPO+ plan (if available) shall be required to pay any additional premium.

Section 9.02 Dental

The City will pay for a plan which covers the employee and all of his or her eligible dependents.

Section 9.03 Vision

The City will pay for a plan which covers the employee and all of his or her eligible dependents.

Section 9.04 Long Term Disability

The City will pay the entire premium for a Long Term Disability policy. The policy shall have an elimination period of 90 days.

Section 9.05 Life and Accidental Death & Dismemberment (AD&D)

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

Employees employed in full-time classifications appropriate to this plan shall be covered by an AD&D policy which covers serious injuries and death resulting from an accident which occurs during a business trip.

Section 9.06 Retirement

Employees covered by this plan shall be subject to the retirement system appropriate to their employment classification and status as provided for by Washington State law.

Section 9.07 Deferred Compensation

In accordance with the City's plan document and limitations of federal law, regular full and part-time employees are eligible to voluntarily participate in the International City Management Association Retirement Corporation (ICMARC) Internal Revenue Code (IRC) section 457 plan.

For regular full-time and part-time unaffiliated employees, the City will match an employee's contribution up to four percent (4%) of base pay into either the ICMARC IRC 457 or IRC 401 (a) plans.

In lieu of a one-to-one match, the employee may elect to contribute on a two-to-one basis to the ICMARC 457 plan; for example, employee may elect to contribute only two percent (2%) to receive the maximum City contribution of four percent (4%). This option is not applicable to the 401 (a) plan due to the irrevocable election required under the plan.

Unaffiliated employees with a Group Status designation of Management or Senior Management, or with a FLSA Status of Exempt, who are not subject to other compensation for time worked, shall receive an additional City paid contribution to either the ICMARC IRC 457 or ICMARC 401 (a) plans. This does not require their participation in the matching plan above.

For employees with a FLSA status of Exempt (and not subject to other compensation for time worked), and a Group Status other than Senior Management or Management, the City will contribute one percent (1%) of base pay to the employee's choice of plans. For employees designated as Management, the City will contribute three percent (3%) of base pay to the employee's choice of plans. For employees designated as Senior Management, the City will contribute four percent (4%) of base pay to the employee's choice of plans.

Section 9.08 Post Employment / Retiree Medical Plan & Retirement Health Savings (RHS) Plan

Unaffiliated regular full-time employees employed as of December 31, 2012 may participate in the City's Post Employment / Retiree Medical Plan in accordance with the recommendations of the Benefits and Services Focus Group of June 28, 2002, and the health plan document. The City and former employee shall share equally in the monthly premium.

The Post Employment / Retiree Medical Plan will no longer accept enrollment for new unaffiliated regular full-time employees hired on or after January 1, 2013. In lieu of eligibility in the Post Employment / Retiree Medical Plan, a contribution of one percent (1%) of base salary will be made each payroll period to a Retirement Health Savings (RHS) Account (ICMA-RC VantageCare) by both the City and the employee hired on or after January 1, 2013.

Incumbent employees as of December 31, 2012 will have the option of remaining eligible for the Post Employment / Retiree Medical Plan or choosing to terminate their eligibility and participate in an Opt-Out program established on the years of service since January 1, 2003 prior to their decision to relinquish future eligibility. The Opt-Out contribution, a City contribution of one percent (1%) of base salary and an employee contribution of one-half percent (0.5%) of base salary will be made each payroll period to the employee's ICMA-RC RHS Account. This Opt-Out option will be available to employees during the 2012 open enrollment period for 2013 benefit changes and again during the 2013 open enrollment period for 2014 benefit changes. Once an employee chooses the Opt-Out option, it is an irrevocable decision.

Employees that opt to remain eligible for the Post Employment / Retiree Medical Plan will contribute one percent (1%) of base salary each payroll period to the employee's ICMA-RC RHS Account. The employee and City will share equally in monthly tiered premiums upon employee's enrollment in the Post Employment / Retiree Medical Plan.

Section 9.09 IRC Section 125 Flexible Spending Account

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

Section 9.10 Optional Coverages

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

Article X. Leaves

Section 10.01 Paid Time Off and Extended Sick Leave Program

Effective January 1, 2001, Paid Time Off and Extended Sick Leave were provided to regular full-time and part-time employees.

(a) Paid Time Off (PTO)

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

Effective the first payroll period of 2009, the accrual rate previously allotted for Holiday Leave (6.67 hours per month) will be separated out from PTO accrual rates. The new PTO accrual rates are stated below. Refer to Section 10.03 for Holiday Leave.

(i) Full-time Accrual Rate

PTO hours accrue based upon the actual number of regular full-time and/or part-time hours worked.

<u>Years of Continuous Service</u>	<u>Hours Per Month</u>
0 months through 6 months	13.33 hours per month
6 months through 9 years	20.33 hours per month
10 years through 15 years	22.33 hours per month
16 years through 20 years	24.33 hours per month
Over 20 years	26.33 hours per month

Employees covered by the LEOFF I pension system shall be eligible for the above PTO accrual, less six (6) hours per month per category. For example, an employee covered by the LEOFF I pension system with over twenty (20) years of service with the City shall be eligible for 20.33 hours of PTO accrual per month.

(ii) Accumulation Limit

Accumulation of PTO shall be limited to 500 hours for PERS I employees and 800 hours for all other employees. Employees will be responsible for ensuring that they do not

exceed the 500/800-hour limit by December 31 of each year. Any balances in excess of 500/800 hours will be reduced to 500/800 hours at that time.

(iii) Pro-ration

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

(iv) Authorized Uses

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

(1) Scheduled

Scheduled uses are those not defined as unscheduled. Requests for scheduled PTO must be submitted at least two (2) weeks in advance. Once PTO has been scheduled, it may not be changed except for reasons authorized by the Department Director or Manager. Depending on the workload of the unit, the supervisor may waive all or part of the two (2) week advance notice requirement. Obtaining prior approval constitutes scheduled leave.

(2) Unscheduled

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

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

With the exception of approved Family Medical Leave Act leaves, unscheduled use of PTO is reviewed as a portion of the annual evaluation and excessive use may be a basis for consideration in pay-for-performance evaluations and disciplinary action.

Prior to submitting a timecard an employee, if requested, must provide his or her Manager with satisfactory explanation/documentation as to the nature and extent of unscheduled PTO uses.

The employee must keep his or her immediate supervisor informed of a medical condition. If the absence is of more than three (3) working days' duration, the employee may be required to submit a medical certificate signed by a physician stating the kind and nature of the sickness or injury and stating that the employee has been incapacitated for work for the period of absence.

Below are eligible unscheduled uses:

Personal Sick

Unscheduled PTO is available for employees who need to take leave for personal illness or non-work related physical disability.

Work Related Illness or Injury

While unscheduled PTO is not intended for work-related injuries, employees may elect to use such leave to cover the first three (3) days of absence due to an industrial injury. Such use is not permitted when income benefits are available for this time period. In addition, employees may use scheduled PTO for follow-up medical appointments related to an industrial injury, or to make up differences between state mandated benefits and regular pay as outlined in the Disability Leave section herein.

Family Sick

Unscheduled PTO is available when employees are required to provide temporary assistance in situations where injury or illness of an immediate family member prevents them from coming to work. Immediate family members include spouse; 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); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin.

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

(1) Optional PTO Cash-out

Regular full-time and part-time employees may cash-out a minimum of forty (40) hours and maximum of eighty (80) hours of PTO per calendar year. The City Manager may override this limit based on exceptional circumstances, anticipated workload and the needs of the service.

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

Approved requests for cash-outs must be submitted as a part of the regular payroll with written approval from the division manager and department director.

Employees are responsible for understanding the tax implications of such a cash-out.

- (2) Optional PTO Buy-out / Transfer to ICMA-RC 457 Deferred Compensation Plan
Regular full-time and part-time employees may buy-out / transfer an additional forty (40) to eighty (80) hours of PTO per year for purposes of funding the ICMA-RC 457 Deferred Compensation Plan.

The employee must have at least 200 hours of PTO remaining in his or her accumulation account after buy-out / transfer.

Approved requests for buy-outs / transfers must be submitted as a part of the regular payroll with written approval from the division manager and department director.

- (3) Mandatory PTO Buy-Out / Transfer to Retirement Health Savings (RHS) Plan
Effective the first pay day of July 2013 and each year at the same time thereafter, only regular full-time employees with current balances as listed below will have an annual PTO buy-out / transfer to a RHS Account. This buy-out / transfer will be processed by the HR Specialist / Payroll.

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

40-hours for employees with a PTO balance of 600-800 hours

All PTO cash-outs and buy-outs / transfers will be made at the employee's base straight time hourly rate of pay.

PTO cash-outs and buy-outs / transfers must not exceed one-hundred sixty (160) hours total. The Mandatory PTO Buy-Out / Transfer to the RHS Plan will be included in this total.

The employee must have taken at least five (5) consecutive scheduled days off in the twelve (12) months preceding eighty (80) hours or more of a PTO cash-out and/or buy-out / transfer to ICMA-RC 457 Deferred Compensation Plan. The Mandatory PTO Buy-Out / Transfer to the RHS Plan does not require the employee to meet this condition.

(vi) Pay-Off Upon Termination

Except for employees serving their initial probationary period, accumulated PTO up to the accumulation limit of 500 hours for PERS I employees and 800 hours for all other employees shall be paid out at the time of termination. Said hours shall be compensated at the employee's straight time base rate of pay.

(vii) Donation and Transfer of Paid Time Off

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

An employee is eligible for Donated Leave when 1) he or she has suffered an extraordinary injury or illness (from other than a work-related cause) which exceeds

sixty (60) calendar days in duration and has exhausted all applicable accumulated leaves; or 2) when an attending physician determines the presence of an employee is necessary because of an immediate family member's medical condition which exceeds sixty (60) calendar days in duration and the employee has exhausted all other available leaves.

Recipients are limited to receiving 240 hours of Donated Leave for any one incident or illness and may not request Donated Leave more than one time in any concurrent five (5) year period.

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

An eligible employee requiring use of Donated Leave shall notify his or her division manager in writing that the use of donated leave is required, explaining and providing written documentation as to the circumstances.

The division manager shall forward the request to Human Resources for approval.

Human Resources is responsible for approving the request and forwarding the PTO/Vacation Donation Transfer Form (see Exhibit 'B') 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 200 hours is maintained after the transfer, and, employees may not donate more than 100 hours per year of their PTO balance.
- (2) PTO is transferred based on the dollar value of said leave. For example, the requesting employee earns \$10.00 per hour base. The donating employee earns \$20.00 per hour, and wishes to transfer ten (10) hours. As a result, \$200 worth of leave is transferred. The requesting employee will be credited with twenty (20) hours (\$200 divided by \$10/hour).

No City employee may intimidate, threaten or coerce any other employee with respect to donating, receiving or using leave under this program.

If the recipient does not use all the leave donated, the remainder will be returned to the donors as nearly as possible in the ratio of each employee's donation to the total amount.

(b) Extended Sick Leave (ESL)

The purpose of ESL is to compensate employees for long-term illness/injury or for grieving and bereavement of a family member. ESL is not available to employees participating in the LEOFF I pension system.

(i) Full-Time Accrual Rate

ESL will accumulate at a rate of four (4) hours per month. New employees will be credited with twenty-four (24) hours of ESL upon successful completion of probation.

(ii) Accumulation Limit

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

(iii) Proration

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

(iv) Authorized Uses

ESL is available when employees are required to provide long-term assistance in situations where injury or illness of self or an immediate family member prevents them from coming to work. Immediate family members include spouse; child (includes step, adopted, natural or adult child); grandchild (includes step, adopted or natural); parent (includes step, adoptive or natural); guardian; grandparent; sibling (includes step, adopted or natural); or in-laws (includes parent-in-law, son-in-law and daughter-in-law). It does not include uncle, aunt, niece, nephew or cousin. This leave is only available once the employee has been on approved leave (for illness/injury) for over ten (10) continuous working days. It may be used retroactively if the condition persists for over ten (10) working days and Paid Leave was originally requested. Under special circumstances and with approval of the Human Resources Director, an employee returning to work from a serious illness / injury may be authorized to use ESL on an intermittent basis to continue treatment / rehabilitation. ESL is authorized for up to forty (40) hours for bereavement purposes (immediate family as defined above) per occurrence for regular full-time employees. ESL is authorized for up to twenty (20) hours for bereavement purposes (immediate family as defined above) per occurrence for regular part-time employees.

Additional time off may be requested using PTO.

(v) Pay-off Upon Termination

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

(vi) Donation of ESL

ESL cannot be donated.

Section 10.02 Treatment of Grandfathered Sick Leave

All existing sick leave accumulated prior to January 1, 2001 is considered "grandfathered". Authorized uses include only Scheduled preventative health and dental appointments, Unscheduled Personal/Family Illness, or long-term illness or injury. Upon service related retirement, twenty-five percent (25%) of unused Grandfathered Sick Leave, not to exceed five thousand dollars (\$5,000.00). Alternatively, upon non-disciplinary termination with five (5) or more years of

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

Section 10.03 City Holidays

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

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

Regular full-time employees receive a total of eighty (80) hours of Holiday Leave. Holiday Leave for regular part-time employees will be pro-rated. An employee approved to work an alternative work schedule will be required to take PTO to make up for a work schedule that allows him/her to work more than eight (8) hours per day.

Non-exempt full-time employees will receive time and one-half pay for working on a holiday only when required to work by their department director.

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

Section 10.04 Occupational Disability Allowances and Restricted Duty

(a) Disability Leave

Any employee injured on the job who is eligible for time loss payments under the State Workers' Compensation Law shall, for the duration of such payment receive only that portion of the employee's accumulated leave pay as elected at the employee's option which together with said time loss payments, will not equal more than 100% of the regular daily rate of pay for any one day.

All applicable payroll deductions, voluntary or otherwise will be subtracted from the accumulated leave allowance in excess of mandated time loss compensation as indicated under the Revised Code of Washington Title 51, Industrial Insurance or paid by employee reimbursement.

For the purposes of this section, leave pay is defined as any accumulated leave available to the employee including PTO, Grandfathered Sick, and ESL.

(b) Restricted Duty Program

Restricted Duty is a temporary modification of an employee's regularly assigned duties, or performance of unrelated duties to accommodate a temporary work related illness or injury. City employees incurring job related injuries with restrictions that cannot be integrated into their regular duties, or, that prohibit the temporary performance of their regular duties may be eligible for modified work assignments, when available. Participation in the program is generally contingent upon being released for modified duties by the occupationally injured employee's attending physician or other qualified physician as appointed by the City.

Eligible employees who are offered and refuse a modified work assignment or incur unexcused non-occupational related absences may suffer the loss of all temporary disability benefits. The Restricted Duty program may not be extended to any employee for more than 260 days inclusive of time loss issued by the Workers' Compensation TPA.

The City may allow employees with non-occupational injuries or illnesses to participate in the Restricted Duty Program when the temporary restrictions as documented by the employees attending physician match the available light duty as approved by the supervisor / manager and the Human Resources Director as needed.

Eligibility is also contingent upon a prognosis that does not exclude the employee's return to his or her former position. Employees must be temporarily injured and expected to return to their regular duties.

Hours worked in the program are considered productive hours in the computation of fringe benefits. It is the employee's responsibility to perform the assignment in a productive, professional manner as expected in any regular assignment. Employees may be transferred to another medically appropriate assignment or removed from the program.

Section 10.05 Leave to Attend Funerals of City Employees

Except for temporary and provisional employees, all City employees may be allowed to take necessary time off with pay, at the discretion of their supervisor, to attend a funeral of a City employee.

Section 10.06 Jury Duty and Witness Service

An employee who is called for jury duty or is subpoenaed as a witness in a case to which the employee is not a party shall be paid during the absence on account of the jury or witness service, salary less the amount of jury or witness pay (exclusive of mileage and other allowable expenses, e.g., lodging and meals) the employee is paid or to which the employee is entitled.

Section 10.07 Military Leave

Any regular, probationary, or temporary employee who is a member of the State National Guard or a Federal Reserve military unit shall be entitled to time off with pay for up to twenty-one (21)

calendar days each fiscal year (October 1st through September 30th), in accordance with RCW 38.40.060, while participating in officially ordered military duty. Regular full-time employees who are called on or volunteer for service with the armed forces of the United States shall be entitled to be considered for reinstatement in accordance with RCW 73.16, provided separation from the service is honorable and return to the position is within three (3) months of separation. Such returning employees may not be considered if circumstances have so changed so as to make it impossible, unreasonable, or against the public interest to do so. Any employee returning from military service shall be entitled to such length of continuous service as would have been credited to the employee had the employee remained for that period of time with the City. An employee who was in a probationary period at the time of leaving for military service shall complete the remaining portion of the employee's probationary period if the employee returns to the city service.

Section 10.08 Family and Medical Leave

Eligible employees will be allowed up to twelve (12) weeks of unpaid leave in accordance with state or federal law. The provisions of this section are not intended to expand upon the federal or state law.

Section 10.09 Leave of Absence Without Pay

Excluding temporary and provisional employees, a Deputy City Manager and/or 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 considered as "laid off" in accordance with the Recall List provisions in the Reduction in Force article of this Plan.

During an approved leave of absence without pay, an employee shall not be eligible for any City paid benefits or leave accrual.

Article XI. Drug and Alcohol Testing

Section 11.01 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 Employer 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 Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Section 11.02 Employee Assistance Program

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 11.03 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.

CITY OF RICHLAND – COMPENSATION PLAN FOR UNAFFILIATED STAFF*Adopted November __, 2012***Page 21**

Under the influence - The following cutoff levels shall be used for the screening of specimens to determine whether they are negative for these drugs or classes of drugs. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL):

DEPARTMENT OF TRANSPORTATION STANDARDS - 49 CFR PART 40 §40.87		
Type of Drug or Metabolite	Initial Test	Confirmation Test
Marijuana metabolites	50	
Delta-9-tetrahydrocannabinol-9-carboxylic acid (TCH)		15
Cocaine metabolites (Benzoylecgonine)	150	100
Phencyclidine (PCP)	25	25
Amphetamines – AMP/MAMP	500	
Amphetamine (AMP)		250
Methamphetamine (MAMP)		250 (specimen must also contain at least 100 ng/mL of amphetamine)
Opiate metabolites – Codeine/Morphine	2000	
Codeine		2000
Morphine		2000
6acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Methylenedioxymethamphetamine (MDMA)	500	250
Methylenedioxyamphetamine (MDA)		250
Methylenedioxyethylamphetamine (MDEA)		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 by law.

Over-the-Counter Drugs - are those which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.

Prescription Drugs - are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section 11.04 Testing Procedure

If an employee is required to submit to a drug test, the following procedure shall be followed:

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 Employer may request urine and/or blood samples.

Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer 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 Employer when the urine specimen is given.

All specimen containers, vials and bags used to transport the specimen shall be sealed to safeguard their integrity, in the presence of the Employer and employee, and proper chain-of-custody procedures shall be followed.

The drug tests of the specimen shall be conducted by the same laboratory utilized in the DOT program.

If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry (GC/MS) tests. The specimen must show positive results on the GC/MS confirmatory test to be considered positive.

At the employee's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the employee for testing. The cost of this test will be paid by the employee. Failure to exercise this option may not be considered as evidence concerning the drug test or its consequences. The results of this second test shall be provided to the City.

Section 11.05 Results Reporting

The employee 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.

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.

Article XII. Aggregate City Service

The initial city service date for each employee shall be the employee's date of hire to a regular full-time or part-time authorized position according to the following provisions:

- (1) Regular full-time or part-time - date of hire.
- (2) Temporary - when a temporary employee changes to regular full-time status provided there is no break in continuous service, the service date shall be the initial date of hire.
- (3) All other types of employment - shall be the date that the employee is hired for a regular full-time or part-time position.

A regular full-time or part-time unaffiliated employee who resigns and is later hired within one (1) year of the employee's termination date may be credited with previous continuous service.

Article XIII. Grievance and Appeal Procedure

Employees covered by this Plan may avail themselves of the grievance and appeal procedures as provided for in RMC 2.28.905.

Article XIV. Exhibits

Section 14.01 **Exhibit ‘A’ – Unaffiliated Staff Classifications, Pay Grades and Salaries** – to be finalized following Council’s adoption of the 2013 – 2014 Compensation Plan.

FINAL DRAFT

Section 14.02 Exhibit 'B' – PTO/Vacation Donation Transfer Form

TO BE COMPLETED BY EMPLOYEE WISHING TO DONATE PTO/VACATION:

Information for Employee Requesting Donated PTO/Vacation

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Information for Employee Donating PTO/Vacation

Name: _____

Employee Number: _____

Title: _____

Department/Division: _____

Current PTO/Vacation Balance (hours): _____

Donation/Transfer Request (not to exceed 100 hours): _____

Balance After Transfer (hours – must be at least 200 PTO/100 Vacation): _____

I hereby request that the above PTO/Vacation hours be transferred and understand that my PTO/Vacation accruals will be reduced by the number of hours indicated above.

Employee Signature: _____

Date: _____

TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT:

Date Request Received: _____

(Hours transferred _____ multiplied by donating employee's hourly rate \$_____) divided by the hourly rate of the requesting employee \$_____ Equals the Total Hours Transferred _____.

☐ Approved

☐ Denied

Human Resources Director or designated representative

Date

cc: Personnel File



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C5

Key Element: Key 2 - Infrastructure & Facilities

Subject: STATE DEPT. OF TRANSPORTATION LOCAL AGENCY AGREEMENTS & FEDERAL AID PROSPECTUS

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize City Manager to sign and execute Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplements for Columbia Point South, Hanford Reach Interpretive Center, and Duportail Bridge, as well as a Local Agency Agreement and Local Agency Federal Aid Prospectus for the Citywide Safety Improvements project

Summary:

The Project Prospectus and Local Agency Agreement set the contractual requirements between the City and WSDOT for use of federal funds on local projects.

On September 18, 2012, Council approved Resolution No. 75-12 amending the 2012 - 2017 Transportation Improvement Program (TIP) to add the unspent balance of federal discretionary money from Columbia Point South Access Road to the Hanford Reach Interpretive Center - Phase 1 project. Federal money was previously obligated for the Columbia Point South project by way of Local Agency Agreement LA - 5989 on November 29, 2005. In order to move the unspent balance from this project to the Hanford Reach project, this federal money needs to be de-obligated. This is a two-part process:

1) Local Agency Agreement LA-5989 Supplement 3 de-obligates the remaining balance of federal money in the Columbia Point South project in the amount of \$503,787.00. These funds were originally obligated to support planning work for the Columbia Point South site. When this site was abandoned, funds were left unspent.

2) Local Agency Agreement LA-7302 Supplement 2 obligates the \$712,716.00 removed from the Columbia Point South project for use in the construction phase of the Hanford Reach project. The total amount consists of the \$503,787.00 originally obligated, but left unspent, and an unobligated amount of \$208,929.00.

Resolution No. 75-12 also allowed for transferring the remaining discretionary money in the two previous SR 240 sound wall projects to the Duportail Bridge project. Local Agency Agreement LA-6480 Supplement 2 obligates the \$325,383.00 remaining in the SR 240 sound wall projects for use in the design phase of the Duportail Bridge project.

On June 5, 2012, the City received \$300,000 of federal funding from WSDOT's 2012 City Safety Program for the Citywide Safety Improvements project. Resolution No. 54-12 amended the 2012-2017 TIP to include this federal money in the project. The TIP amendment was approved at the State level in August 2012. The attached Local Agency Agreement obligates the federal funding for the construction and the Local Agency Federal Aid Prospectus will allow the City to be reimbursed from these federal funds for expenses incurred during construction.

Fiscal Impact?☒ Yes ☐ No

The proposed agreements provide additional funds for the identified City and Public Facility District projects. No matching funds are required. The City-wide safety funds were included in a previous amendment to the 2012 - 2017 Capital Improvement Plan and the other project's funding is indicated in the proposed 2013 - 2018 Capital Improvement Plan, thus no Capital Improvement Plan amendments are necessary.

Attachments:

- 1) CoIPtSouth LAA LA-5989 Supplement 3
- 2) HRIC LAA LA-7302 Supplement 2
- 3) Duportail Bridge LAA LA-6480 Supplement 2
- 4) Citywide Safety Improvements -- Local Agency Agreement
- 5) Citywide Safety Improvements -- Prospectus

City Manager Approved:

King, Bill
Nov 21, 11:01:14 GMT-0800 2012

Agency City of Richland		Supplement Number 3
Federal Aid Project Number STPD-1080(004)	Agreement Number LA-5989	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on November 29, 2005
All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name Columbia Point South Road Improvements Length 0.13 miles

Termini _____

Description of Work ☒ No Change

Reason for Supplement

De-obligate remaining Federal funds and close out project.

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE _____% Federal Aid Participation Ratio for PE	a. Agency	220,000.00	-210,188.00	9,812.00		9,812.00
	b. Other Consultant	545,000.00	-286,134.00	258,866.00		258,866.00
	c. Other					
	d. State	10,000.00	-7,465.00	2,535.00		2,535.00
	e. Total PE Cost Estimate (a+b+c+d)	775,000.00	-503,787.00	271,213.00		271,213.00
Right of Way _____% Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction _____% Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)		775,000.00	-503,787.00	271,213.00		271,213.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By _____

Title City Manager

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

Local Agency Agreement Supplement

Agency City of Richland		Supplement Number 2
Federal Aid Project Number STPD-1080(007)	Agreement Number LA-7302	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on December 2, 2010
All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name Hanford Reach National Monument Interpretive Center -- Phase 1 Length n/a

Termini Columbia Park West

Description of Work ☒ No Change

Reason for Supplement

Obligate additional Construction Funds

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE <u>100</u> % Federal Aid Participation Ratio for PE	a. Agency	170,000.00		170,000.00		170,000.00
	b. Other	83,500.00		83,500.00		83,500.00
	c. Other					
	d. State					
	e. Total PE Cost Estimate (a+b+c+d)	253,500.00		253,500.00		253,500.00
Right of Way <u> </u> % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction <u>100</u> % Federal Aid Participation Ratio for CN	k. Contract	2,753,223.00	712,716.00	3,465,939.00		3,465,939.00
	l. Other Consultant Cultural	30,000.00		30,000.00		30,000.00
	m. Other					
	n. Other					
	o. Agency	150,000.00		150,000.00		150,000.00
	p. State	1,000.00		1,000.00		1,000.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	2,934,223.00	712,716.00	3,646,939.00		3,646,939.00
	r. Total Project Cost Estimate (e+j+q)	3,187,723.00	712,716.00	3,900,439.00		3,900,439.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By _____

Title City Manager

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

Local Agency Agreement Supplement

Agency City of Richland		Supplement Number 2
Federal Aid Project Number STPUS-3440(001)	Agreement Number LA-6480	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on September 6, 2007
All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name Duportail Bridge Length 0.67 miles

Termini Queensgate Drive to SR 240

Description of Work ☒ No Change

Reason for Supplement

Update PE funding for consultant services.

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE <u>86.5</u> % Federal Aid Participation Ratio for PE	a. Agency	15,000.00		15,000.00	2,025.00	12,975.00
	b. Other Consultant	588,925.00	325,383.00	914,308.00	123,432.00	790,876.00
	c. Other Non-Participating	173,075.00		173,075.00	173,075.00	
	d. State	3,000.00		3,000.00	405.00	2,595.00
	e. Total PE Cost Estimate (a+b+c+d)	780,000.00	325,383.00	1,105,383.00	298,937.00	806,446.00
Right of Way ____ % Federal Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
	j. Total R/W Cost Estimate (f+g+h+i)					
Construction ____ % Federal Aid Participation Ratio for CN	k. Contract					
	l. Other					
	m. Other					
	n. Other					
	o. Agency					
	p. State					
	q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)		780,000.00	325,383.00	1,105,383.00	298,937.00	806,446.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By _____

By _____

Title City Manager

Director of Highways and Local Programs

Date Executed _____

Local Agency Agreement

Agency City of Richland

Address 840 Northgate Dr.
Richland, WA 99352

CFDA No. 20.205
 (Catalog of Federal Domestic Assistance)

Project No. _____

Agreement No. _____

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Citywide Safety Improvements Length n/a

Termini Various

Description of Work

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE _____% Federal Aid Participation Ratio for PE	a. Agency			
	b. Other			
	c. Other			
	d. State			
	e. Total PE Cost Estimate (a+b+c+d)			
Right of Way _____% Federal Aid Participation Ratio for RW	f. Agency			
	g. Other			
	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)			
Construction 100 % Federal Aid Participation Ratio for CN	k. Contract	300,000.00		300,000.00
	l. Other			
	m. Other			
	n. Other			
	o. Agency	8,200.00	8,200.00	
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	308,200.00	8,200.00	300,000.00
	r. Total Project Cost Estimate (e+j+q)	308,200.00	8,200.00	300,000.00

Agency Official

By _____

Title City Manager

Washington State Department of Transportation

By _____

Director of Highways and Local Programs

Date Executed _____

Construction Method of Financing (Check Method Selected)

State Ad and Award

- ☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- ☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of
\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- ☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

November 27, 2012, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an 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 any 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as 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 and not more than \$100,000 for each such failure.

Additional Provisions

	Prefix	Route	()
Federal Aid Project Number	HSIP	000S	
Local Agency Project Number		(WSDOT Use Only)	

Date	11/9/2012
Central Contractor Registration Exp. Date	
Federal Employer Tax ID Number	91-6015119

Agency City of Richland		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title Citywide Safety Improvements		Start Latitude N	Start Longitude W
		End Latitude N	End Longitude W
Project Termini From -- To Various		Nearest City Name Richland	Project Zip Code 99352
From: To:	Length of Project n/a	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 1080	County Number 03	County Name Benton
			WSDOT Region South Central Region
Congressional District 4	Legislative Districts 8	Urban Area Number 4	TMA / MPO / RTPO BFCG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.				
R/W				
Const.	\$308,200	\$8,200	\$300,000	December 2012
Total	\$308,200	\$8,200	\$300,000	

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width n/a	Number of Lanes n/a

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) Convert pedestrian display heads at 18 intersestion locations throughout the city to countdown display heads. Upgrade 34 traffic signal controllers throughout the city with ATMS software. Install pedestrian push button activation and warning beacons at a pedestrian trail crossing on Leslie Road.

Local Agency Contact Person Jeff Peters	Title Transportation & Development Manager	Phone (509) 942-7504
Mailing Address P.O. Box 190, MS #26	City Richland	State WA
		Zip Code 99352

By _____		Approving Authority
Project Prospectus Approval	Title City Manager	Date _____

Agency City of Richland	Project Title Citywide Safety Improvements	Date 11/9/2012
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	n/a	n/a
<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector
	<input type="checkbox"/> Rural <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Rural <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency staff	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 97.3 %	Agency 2.7 %

Environmental Classification

<input checked="" type="checkbox"/> Final <input type="checkbox"/> Preliminary	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

Environmental Considerations
NEPA approved on 10/29/2012.

Agency City of Richland	Project Title Citywide Safety Improvements	Date 11/9/2012
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Minor electrical conduit installation and relocation will occur at the trail crossing on Leslie Road. All work will take place within existing city Right of Way.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☒ Yes ☐ No

Remarks

The Richland Airport is located within 2 miles of some of this project's improvements. There will be no effect on the airport operations.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Richland

Date _____

By _____
Mayor/Chairperson



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C6

Key Element: Key 3 - Economic Vitality

Subject: APPROVAL OF FINAL SUBDIVISION PLAT OF FALCONCREST PHASE 1

Department: Community and Development Services

Ordinance/Resolution:

Reference:

Document Type: Plat

Recommended Motion:

Approve the final plat of Falconcrest Phase 1 subject to completion or acceptance of binding financial agreements for completion of all required public infrastructure.

Summary:

The plat of Falconcrest is located beyond the southernmost extension of Morency Drive, south of the Crested Hills neighborhood along the top of the ridge overlooking South Richland. (See the attached vicinity map.) City Council approved the Falconcrest preliminary plat on February 7, 2012, providing for the creation of 44 lots on 20.8 acres. This final plat application, representing the initial phase of the subdivision, totals 27 lots on 14.3 acres. (See the attached plat map.) The average lot size is 17,078 square feet, with lot sizes ranging from 12,050 square feet to 25,520 square feet. Access to the subdivision is provided by an extension of Morency Drive to the site. The plat calls for the dedication of this segment of Morency Drive and the dedication of a new street, Falconcrest Loop. The plat also provides a pedestrian trail across the southern boundary of the plat.

The final plat is consistent with the conditions of the approved preliminary plat (see attached conditions) and with the provisions of the City's subdivision regulations. All of the lots exceed the minimum dimensional requirements of the R-1-10 Single Family zoning district. Public infrastructure has been completed and the developer is currently finishing some punch-list correction items. If approved by Council, all remaining punch-list items will be completed prior to the recording of the final plat, except for two required off-site improvements for which he would enter into binding financial agreements with the City. The applicant, Milo Bauder, would post financial surety to the City for the required extension of Baum Street over the KID irrigation canal. The terms of the agreement call for the improvement to be completed before the irrigation water begins to flow in the canal again this spring. (See attached Public Works agreement.) A second agreement would ensure that improvements are made to the electrical distribution system in the area to support the added loads imposed by the development of lots within the Falconcrest plat. (See attached Energy Services agreement.) Both of these off-site improvements will provide benefits to the surrounding community as well as the Falconcrest subdivision.

Fiscal Impact?

☒ Yes ☐ No

Recording of the final plat creating new residential lots will increase the underlying property value and future housing construction would further increase property value and related tax revenues to the City. Development will increase demand for City services and require ongoing maintenance of the public streets and other public infrastructure within the subdivision.

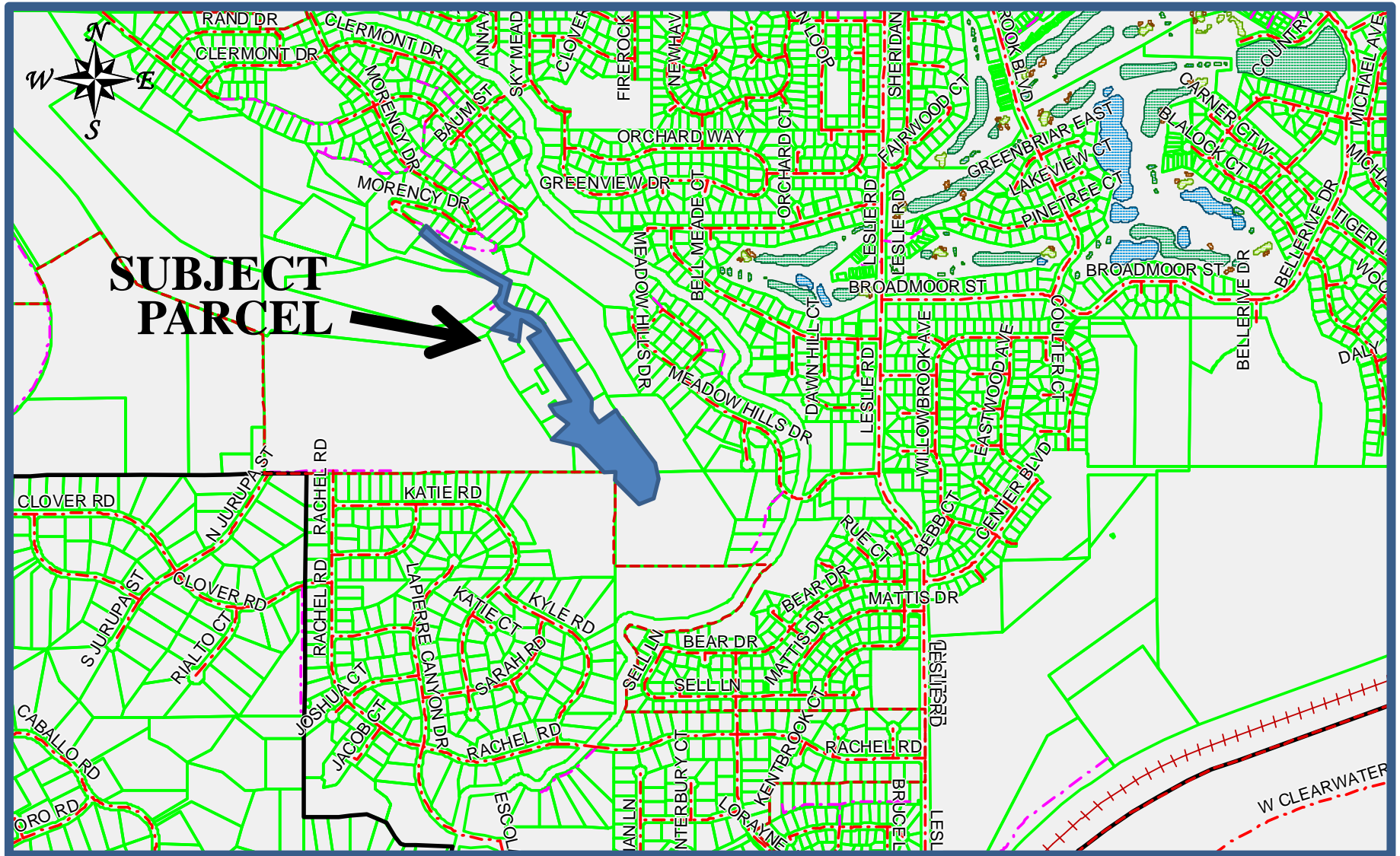
Attachments:

- 1) Vicinity Map
- 2) Final Plat
- 3) Plat Conditions
- 4) Agreement with Public Works
- 5) Agreement with Energy Services

City Manager Approved:

Hopkins, Marcia
Nov 21, 12:53:48 GMT-0800 2012

FALCONCREST PHASE 1



VICINITY MAP

AND ALSO IN A PORTION OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION
FALCONCREST (phase 1)

[illegible][illegible]

CONTAINING 14.37 ACRES.

7. MICHAEL C. FOWLER, A REGISTERED LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG.#34687) HEREBY CERTIFY THAT THE PLAT OF FALCONCREST PHASE 1 AS SHOWN HEREON IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

MICHAEL C. FOWLER DATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, A.D., AT _____
MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF PLATS,
PAGE _____, AT THE REQUEST OF WILCO BALDWIN.

BENTON COUNTY AUDITOR PAY NUMBER

BY DEPUTY

SHEET 1 OF 2

PROJECT: 02012
REVISION: NONE

051

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2011-101)
DECEMBER 15, 2011**

APPLICANT: MILO BAUDER

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
APPROXIMATELY 20.8 ACRES INTO 44 RESIDENTIAL
LOTS (FALCONCREST).

LOCATION: 2600 BLOCK OF MORENCY DRIVE, SOUTH OF THE
PLATS OF CRESTED HILLS AND MEADOW HILLS.

ENGINEER: SPINK ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, and natural gas shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. Secondary emergency vehicle access shall be provided in accordance with City standards and in a location approved by the City Fire Marshal at the time that the first phase of the Falconcrest subdivision is constructed.
3. The street names and addresses shall be finalized at time of final plat submittal and review. Street naming and addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **"Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance."**
4. Portions of the plat are subject to the City's wild land fire protection requirements. To ensure that future lot buyers are properly informed of the specific wild land fire requirements, the following note shall be placed on the final plat: *"The following lots within the plat are subject to the City's Wild Land Fire Protection requirements as delineated in Richland Municipal Code Section 21.01.030 or as they may be modified in the future. Lots 17, 19-29, and 31-44 shall be subject to these requirements. All structures built on these lots must be developed with noncombustible siding, soffit, and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have*

skirting. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage."

5. The project site is not located within the Badger Mountain Irrigation District. The applicant may either annex the Falconcrest plat into the District and extend Badger Mountain Irrigation water to the plat or may utilize City domestic water for irrigation purposes subject to the limitations established under Richland Municipal Code Section 18.16.080. If the applicant chooses to use City domestic water for irrigation purposes, a note shall be placed on the final plat to advise future lot buyers of the limitations contained in Section 18.16.080.
6. Prior to final plat approval for the first phase of development, the applicant shall enter into an agreement with the City to identify responsibilities for trail maintenance, use of the trail easement by future property owners and other related trail issues. Said agreement shall be noted on the final plat.
7. Trail construction along the nature trail easement shall occur in conjunction with the development of each phase of the plat that includes a segment of the trail easement. Trail improvements shall include the grading and compacting of the trail surface to a minimum width of 4 feet. The applicant shall provide a 10 foot wide terrace for the trail and shall provide trail construction plans to the City Parks Department for review and approval prior to trail construction.
8. The applicant shall comply with all mitigation conditions identified in the Mitigated Determination of Non-Significance (EA#22-11) dated November 30, 2011.
9. Preliminary plat approval is subject to compliance with the conditions of approval set forth in the attached memorandum from the Civil and Utility Engineering Division dated December 12, 2011.

**CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS**

DATE: December 12, 2011

TO: JEFF ROLPH, SENIOR PLANNER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
STEVE STAIRS, TRANSPORTATION ENGINEER

PROJECT NAME: FALCONCREST – PRELIMINARY PLAT (S2011-101) – 44 SINGLE FAMILY LOTS

PROJECT LOCATION: WEST OF THE PLAT OF MEADOW HILLS, SOUTH OF THE PLAT OF
CRESTED HILLS

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on October 24, 2011, for the above referenced property and has the following conditions.

General Conditions:

1. All final plans for public improvements shall be submitted on a 24" x 36" format. Addendums are not allowed, all information shall be supplied in 24 x 36 format. When construction of the infrastructure has been substantially completed, the applicant shall provide 3 mil mylar and electronic record drawings to the City. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat. Mylar record drawings of the street lights are also required prior to the final inspection.
2. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) shall be submitted along with the final submittal.
3. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for occupancy.
4. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
5. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
6. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

7. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555."
8. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
9. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - K. Valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A composite utility plan shall be included in the submitted plan set, if the project is phased.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).

- X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.
 - AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
11. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
12. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

13. **SURVEY MONUMENT DESTRUCTION:**
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
 - B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).

- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

14. This plat is located within Zone 1 of the City's South Richland Traffic Impact Fee area and shall be subject to the requirements as codified in RMC 12.03 – Road Impact Fees as currently exist or amended.
15. The traffic study completed for the previous Crest PUD development proposal showed that the extension of Baum Street over the KID canal from Clermont Drive to Sky Meadow Avenue would reduce traffic on Morency Drive by approximately 603 daily trips. The traffic increase as a result of the five approved short plats and the 44 lots in the Falconcrest pre-plat is anticipated to be approximately 600 daily trips. Therefore, construction of Baum Street over the KID canal will sufficiently mitigate the traffic increase from those developments.

Construction of the Baum Street extension shall be completed at the time the first phase of the Falconcrest subdivision is recorded. If the first phase of the Falconcrest Subdivision is completed during the irrigation season and such road extension is not possible, then the developer shall submit construction plans for the Baum Street extension and a financial surety to guarantee construction of the Baum Street extension following conclusion of the irrigation season. The City shall not approve the first phase of the Falconcrest Subdivision unless and until either the Baum Street extension is completed or approved construction plans and an acceptable financial surety are in place to assure the extension of Baum Street.

The developer shall be entitled to and paid any funds that have been previously collected for the Baum Street improvements under MDNS EA25-11. Funds will be paid to the developer within 30 days of said developer providing the City with final construction costs in the form of paid, itemized contractor invoices.

16. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, public walkways, etc.).
17. The proposed private road shall be constructed wide enough for adequate garbage truck & fire truck turning radius. Garbage cans / dumpsters may have to be placed at locations acceptable to City solid waste collection vehicles.
18. A note shall be added to the face of the plat that states: "*The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*" Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
19. All intersections of private roads with City streets shall be standard commercial driveway drops constructed to City standards.

20. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

21. The proposed preliminary plat is located within the Tapteal 5 water pressure zone. Domestic water meters shall be installed within the boundaries of that pressure zone so that a minimum of 40 psi is available to all water services within this plat. If any home pads are constructed higher than the upper limit of the pressure zone, a note will be placed on the final plat stating that the home builder may want to install a pressure tank within the home in accordance with plumbing code.
22. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations.
23. The project site is not located within the Badger Mountain Irrigation District. The applicant may either annex the Falconcrest plat into the District and extend Badger Mountain Irrigation water to the plat or may utilize City domestic water for irrigation purposes subject to the limitations established under Richland Municipal Code Section 18.16.080. If the applicant chooses to use City domestic water for irrigation purposes, a note shall be placed on the final plat to advise future lot buyers of the limitations contained in Section 18.16.080.

Sanitary Sewer:

24. It shall be the responsibility of the developer to extend a sanitary sewer system to serve all properties within this plat and adjacent to it at the time of construction.

Storm Water:

25. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City intends to adopt revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered.
26. A storm sewer system shall be designed to contain a 25-year storm. The applicant shall provide storm drainage calculations based on a 25-year storm using the Benton County Hydrology Manual. Calculations shall be stamped by a professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners. The project will require detailed erosion control plans.
- A. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds.
27. If the storm drain ponds slopes are greater than 25%, then a fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-

inches of compacted gravel, minimum). The city's maintenance of the pond in the future will consist of trimming weeds to keep them below 6-inches, and maintaining the pond for functionality. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

28. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

Final Platting Requirements:

29. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads"*.
30. Any public access and utility easements, such as water, sewer, electrical etc., must be provided prior to final acceptance by the City.
31. Any off-site easements necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
32. Ten foot (or 12-foot) wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
33. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
34. A one-foot "No access / screening easement" will be required along the Morency Drive Right of Way.
35. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
36. If any home pads are constructed higher than the upper limit of the domestic water pressure zone, a note will be placed on the final plat stating that the home builder may want to install a pressure tank within the home in accordance with plumbing code.
37. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
38. Any restricted parking areas shall be indicated on the final plats.

CONDITIONS FOR MITIGATING ENVIRONMENTAL IMPACTS (EA22-11)

- 1) Specific stormwater drainage plans shall be submitted to the City for review and approval. Said plans shall include Best Management Practices for stormwater treatment and/or retention and shall comply with the City's adopted stormwater control ordinances.
- 2) The applicant shall submit engineered plans for their proposed extension of City utility services and any public and private streets. No utility line extensions are authorized until such time as permit approvals have been issued by the City.
- 3) All construction activities, including site grading shall occur in compliance with grading plans approved by the City and under the supervision of a licensed geotechnical engineer.
- 4) Applicants shall apply for and obtain appropriate air quality permits from the Benton County Clean Air Authority.
- 5) Transportation impacts of the project shall be mitigated through the construction of Baum Street across the Kennewick Irrigation District canal, thereby spreading some of the existing traffic in the neighborhood and reducing traffic volumes on Morency Drive.

Construction of the Baum Street extension shall be completed at the time the first phase of the Falconcrest subdivision is recorded. If the first phase of the Falconcrest Subdivision is completed during the irrigation season and such road extension is not possible, then the developer shall submit construction plans for the Baum Street extension and a financial surety to guarantee construction of the Baum Street extension following conclusion of the irrigation season. The City shall not approve the first phase of the Falconcrest Subdivision unless and until either the Baum Street extension is completed or approved construction plans and an acceptable financial surety are in place to assure the extension of Baum Street.

Traffic mitigation fees as required under RMC 12.03 shall be paid as each lot within the Falconcrest plat is developed.

- 6) The applicant has previously dedicated a public trail corridor located along the southern boundary of the proposed Falconcrest plat providing for a pedestrian trail corridor that would run from the proposed extension of Morency Drive across the southern side of Little Badger Mountain to City owned property located southeast of the proposed project site. Concurrent with the development of the Falconcrest plat, the applicant shall construct a pedestrian trail within this easement area.
- 7) A secondary emergency vehicle access (SEVA) road shall be provided and shall be designed to meet the following standards:
 - a) 2-inches compacted gravel minimum for a temporary SEVA and 2-inches of asphalt over 4-inches of gravel for a permanent SEVA;

- b) 2% maximum cross slope;
 - c) 5% maximum slope unless portion of SEVA that exceeds a 5% slope is paved and approved by the Fire Marshal;
 - d) 20 feet in width, unless Fire Marshal approves a 12-foot wide road section with turn-outs as spacing intervals as approved by the Fire Marshal.
- 8) The following note shall be placed on the face of the short plats and upon the lots of the Falconcrest plat that are located along the southerly plat boundary: *"All residential building construction that lies adjacent to unplatted property, shall be subject to compliance with the City of Richland's wild land fire protection requirements as specified in Richland Municipal Code Section 21.010.030."*

Assignment

In lieu of a performance bond at the direction of Mr. Milo Bauder for the proposed construction of Baum Street KID canal crossing City of Richland, Benton County, Washington, Banner Bank is holding funds in the amount of \$ 252,753.00 in Account Number 72143290 for the sole purpose of completing the referenced construction to standards acceptable to the City of Richland.

We have been instructed by (Developer) that these funds are to be used for the sole purpose described above. In the event said principal fails to complete said construction to standards acceptable to the City of Richland said funds at Banner Bank in Account Number 72143290 will be made available to said City of Richland for the sole and specific purpose of completing the above described construction. Failure of the above noted financial institution to hold the minimum required amount until released by the City of Richland will bind the financial institution for the amount owed, and for legal fees and costs necessary to enforce collection of the assignment.

The dollar amount noted above represents 150% of the engineer's estimate of construction costs.

Prior to December 3, 2012, Mr. Bauder agrees to pay all associated permit fees, hire a contractor and attend a pre-construction meeting hosted by the City of Richland, and provide the City with an acceptable construction schedule that will not negatively impact KID canal operations and indicates completion of the canal crossing by March 1, 2013. If construction work on the canal crossing has not commenced by January 2, 2013, the City shall hire its own contractor and complete construction.

If the City proceeds to complete the construction, the Developer agrees to reimburse the City for all project expenses in excess of those held in the above described account.

Signed and dated at Kennelworth, Washington, this 15 day of Nov. 2012.

This authorization to remain in full force and effect until a written release is received from the City of Richland, which shall be at the time the specified construction is completed to standards acceptable to the City of Richland.

Milo B Bauder
Principal (Developer)

Banner Bank
Financial Institution

Milo B Bauder
By Title

Al Thompson UPRM
By Title

ACKNOWLEDGED:

City of Richland

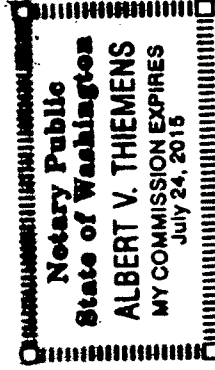
DATE:

BY: John R
Title: Public Works Director

STATE OF WASHINGTON)

County of Benton) SS.

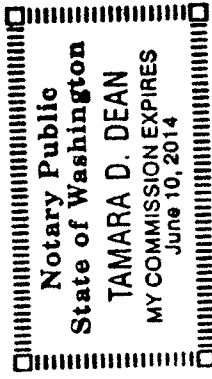
I certify that I know or have satisfactory evidence that Milo B Bauder are the person(s) named above who appeared before me, and said person(s) acknowledged that He signed this instrument, on oath stated that He is/are authorized to execute the instrument. Witness my hand and official seal affixed this day 11-15-12.



Albert V. Thiemens
Notary Public in and for the State of
Washington residing at: Kennelworth
Commission expires: July 24 2015

STATE OF WASHINGTON)
) SS.
County of Spokane)

I certify that I know or have satisfactory evidence that AL THEIEMENS AT
BARBARA BALK are the person(s) named
above who appeared before me, and said person(s) acknowledged that HE signed
this instrument, on oath stated that HE is/are authorized to execute the instrument.
Witness my hand and official seal affixed this day 11-15-12.



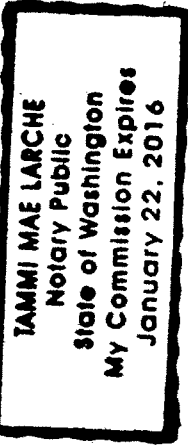
[Signature]

Notary Public in and for the State of
Washington residing at: Spokane
Commission expires: June 10, 2014

STATE OF WASHINGTON)
) SS.
County of Franklin)

I certify that I know or have satisfactory evidence that Peter K. Rogalsky
are the person(s) named
above who appeared before me, and said person(s) acknowledged that He signed
this instrument, on oath stated that He is/are authorized to execute the instrument.
Witness my hand and official seal affixed this day 11-16-12.

Tammi Mae Larche



Notary Public in and for the State of
Washington residing at: PASCO, WA
Commission expires: 1-22-2016

Fee Payment Schedule**FILE COPY**

Mr. Milo Bauder agrees to the following Fee Payment Schedule for the Electrical Facilities Fees for the Falcon Crest Feeder Extension project. The Electrical Facility Fee is calculated to be \$97,988.04, an initial payment of \$20,000 to be paid on or before the end of business on November 26, 2012, with the remainder of the fee \$77,988.04 to be held at Banner Bank in Account Number 2626273016 to be paid to the City of Richland on or before May 31, 2013. 2626273016

We have been instructed by Milo Bauder that these funds are to be used for the sole purpose described above. In the event said principal fails to pay the remainder of the Electrical Facilities Fee to the City of Richland said funds at Banner Bank in Account Number 2626273016 will be made available to said City of Richland after June 1, 2013 for the sole and specific purpose of completing the above described Fee Payment Schedule. Failure of the above noted financial institution to hold the minimum required amount until released by the City of Richland will bind the financial institution for the amount owed, and for legal fees and costs necessary to enforce collection of the assignment.

The Electrical Facilities Fee shall be paid in full before any new land or plat development projects that would utilize the electrical facilities installed, for this project, will be approved by the City of Richland Energy Services Department. The Electrical Facility Fee shall be paid in full by May 31, 2013 or at the time that a total of 15 construction permits for single family residences are issued in the existing Crest Short Plats and Falcon Crest Ph 1.

Signed and dated at Kennewick, Washington, this 21 day of Nov. 2012.

This authorization to remain in full force and effect until a written release is received from the City of Richland, which shall be at the time the specified Electrical Facilities Fee has been paid in full to the City of Richland.

Milo Bauder

Principal (Developer)

Banner Bank

Financial Institution

Milo Bauder

By

Title

Notary Public

Title

ACKNOWLEDGED:

City of Richland

DATE: 11-21-12BY: Robert R. HammondTitle: Director - Energy ServicesSTATE OF WASHINGTONCounty of Benton

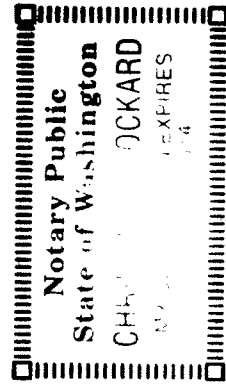
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) SS.

)

I certify that I know or have satisfactory evidence that Milo Bauder

***** are the person(s) named
above who appeared before me, and said person(s) acknowledged that he signed
this instrument, on oath stated that he is/are authorized to execute the instrument.
Witness my hand and official seal affixed this day November 21, 2012.



Christine R. Seal
Notary Public in and for the State of
Washington residing at: Kennewick
Commission expires: 11/21/2014

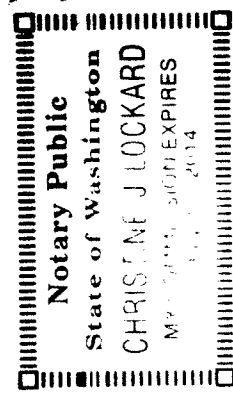
ACKNOWLEDGED:
City of Richland

DATE:

BY: _____
Title: _____

STATE OF WASHINGTON)
County of Benton) SS.

I certify that I know or have satisfactory evidence that Derek Branson
are the person(s) named
above who appeared before me, and said person(s) acknowledged that He signed
this instrument, on oath stated that He is/are authorized to execute the instrument.
Witness my hand and official seal affixed this day 11/21/12



Christine J Lockard
Notary Public in and for the State of
Washington residing at: Kennewick
Commission expires: 5/15/2014

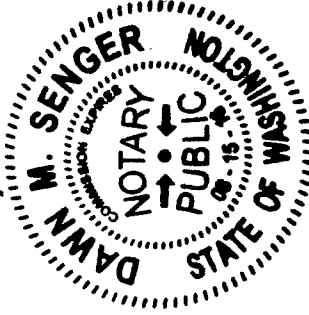
ACKNOWLEDGED:
City of Richland

DATE: 11-21-12

BY: Robert R Hammond
Title: Director - Energy Services

STATE OF WASHINGTON)
County of Benton) SS.

I certify that I know or have satisfactory evidence that Robert R Hammond
are the person(s) named
above who appeared before me, and said person(s) acknowledged that he signed
this instrument, on oath stated that he is/are authorized to execute the instrument.
Witness my hand and official seal affixed this day November 21, 2012



Dawn M Senger
Notary Public in and for the State of
Washington residing at: Benton
Commission expires: 8-15-14



Council Agenda Coversheet

Council Date: 11/27/2012

Category: Consent Calendar

Agenda Item: C7

Key Element: Key 2 - Infrastructure & Facilities

Subject: AWARD OF BID FOR NORTH RICHLAND WELL FIELD E-WELL IMPROVEMENTS PROJECT

Department: Public Works

Ordinance/Resolution:

Reference:

Document Type: Contract/Agreement/Lease

Recommended Motion:

Authorize the City Manager to execute a contract with P.O.W. Contracting in the amount of \$83,163.57 for the North Richland Well Field E-Well Improvements Project. Also, authorize staff to make the appropriate budget adjustments per the attached construction budget summary and amend the 2012 CIP.

Summary:

The North Richland Well Field E-Well Improvements project will bring the existing infrastructure up to date with current standards and automate operations of equipment at the well site.

The engineering design for this project was completed by Public Works staff. Four bids were received on November 15, 2012, with a low bid of \$83,163.57 and a high bid of \$139,940.93. The Engineer's estimate for the project was \$62,922.30.

Project construction should begin in early January, 2013 and be completed by February, 2013.

Fiscal Impact?

☒ Yes ☐ No

Required project funding is identified on the attached Budget Summary. Council has approved \$65,000 in the 2012 CIP page 141. Additional funding in the amount of \$43,480 is needed to cover the higher than anticipated construction cost, project contingency and the cost of design and construction management. It is recommended that funds be moved to this budget from project savings from the North Richland Well Field Old Reservoir Demolition. There is \$66,963 unspent and available in this completed project's budget.

Attachments:

- 1) N.R.W.F. E-Well Improvements - Bid Award
- 2) N.R.W.F. E-Well - Budget Summary
- 3) N.R.W.F. E-Well - Vicinity Map
- 4) Sealed Bids Attachment for BID AWARDS

City Manager Approved:

King, Bill
Nov 20, 16:19:48 GMT-0800 2012

City of Richland

DATE BIDS OPENED: November 15, 2012	SB # 12-16 PW
N.R.W.F. E-WELL IMPROVEMENTS	

				ENGINEER'S ESTIMATE		POW CONTRACTING INC PASCO, WA		SCHNEIDER WATER SRV SAINT PAUL, OR	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
A1	Mobilization.	1	LS	7,000.00	7,000.00	10,000.00	10,000.00	3,500.00	3,500.00
A2	Removal of structures & obstructions.	1	LS	5,000.00	5,000.00	6,500.00	6,500.00	2,750.00	2,750.00
A3	Video inspection of well casing.	2	EA	1,000.00	2,000.00	650.00	1,300.00	750.00	1,500.00
A4	Sonar-jet well cleaning.	60	LF	40.00	2,400.00	90.00	5,400.00	65.00	3,900.00
A5	Well redevelopment by surge block.	8	HR	200.00	1,600.00	700.00	5,600.00	150.00	1,200.00
A6	Provide, install & remove vertical turbine test pump.	1	EA	2,500.00	2,500.00	4,000.00	4,000.00	4,000.00	4,000.00
A7	Well redevelopment by pumping.	12	HR	175.00	2,100.00	195.00	2,340.00	300.00	3,600.00
A8	Disinfection.	1	EA	250.00	250.00	750.00	750.00	500.00	500.00
A9	Well head protection.	1	EA	250.00	250.00	1,500.00	1,500.00	800.00	800.00
A10	Wellhead, piping & vault modifications.	1	LS	35,000.00	35,000.00	39,400.00	39,400.00	66,000.00	66,000.00
SCHEDULE A - BASE BID SUBTOTAL					\$58,100.00	\$76,790.00		\$87,750.00	
8.3% SALES TAX					4,822.30	6,373.57		7,283.25	
SCHEDULE A - BASE BID TOTAL					\$62,922.30	\$83,163.57		\$95,033.25	

City of Richland

DATE BIDS OPENED: November 15, 2012	SB # 12-16 PW
N.R.W.F. E-WELL IMPROVEMENTS	

				ALLSTAR CNST GROUP INC WEST RICHLAND, WA		BESTEBREUR BROS CNST INC SUNNYSIDE, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A - BASE BID									
A1	Mobilization.	1	LS	3,553.73	3,553.73	7,350.00	7,350.00		-
A2	Removal of structures & obstructions.	1	LS	8,578.99	8,578.99	3,720.00	3,720.00		-
A3	Video inspection of well casing.	2	EA	954.00	1,908.00	910.00	1,820.00		-
A4	Sonar-jet well cleaning.	60	LF	116.60	6,996.00	83.00	4,980.00		-
A5	Well redevelopment by surge block.	8	HR	318.00	2,544.00	213.00	1,704.00		-
A6	Provide, install & remove vertical turbine test pump.	1	EA	9,540.00	9,540.00	5,090.00	5,090.00		-
A7	Well redevelopment by pumping.	12	HR	397.50	4,770.00	386.00	4,632.00		-
A8	Disinfection.	1	EA	1,060.00	1,060.00	896.00	896.00		-
A9	Well head protection.	1	EA	2,852.30	2,852.30	6,771.00	6,771.00		-
A10	Wellhead, piping & vault modifications.	1	LS	75,689.28	75,689.28	92,253.00	92,253.00		-
SCHEDULE A - BASE BID SUBTOTAL					\$117,492.30	\$129,216.00		\$0.00	
8.3% SALES TAX					9,751.86	10,724.93		-	
SCHEDULE A - BASE BID TOTAL					\$127,244.16	\$139,940.93		\$0.00	

N.R.W.F. E-WELL IMPROVEMENTS BUDGET SUMMARY

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

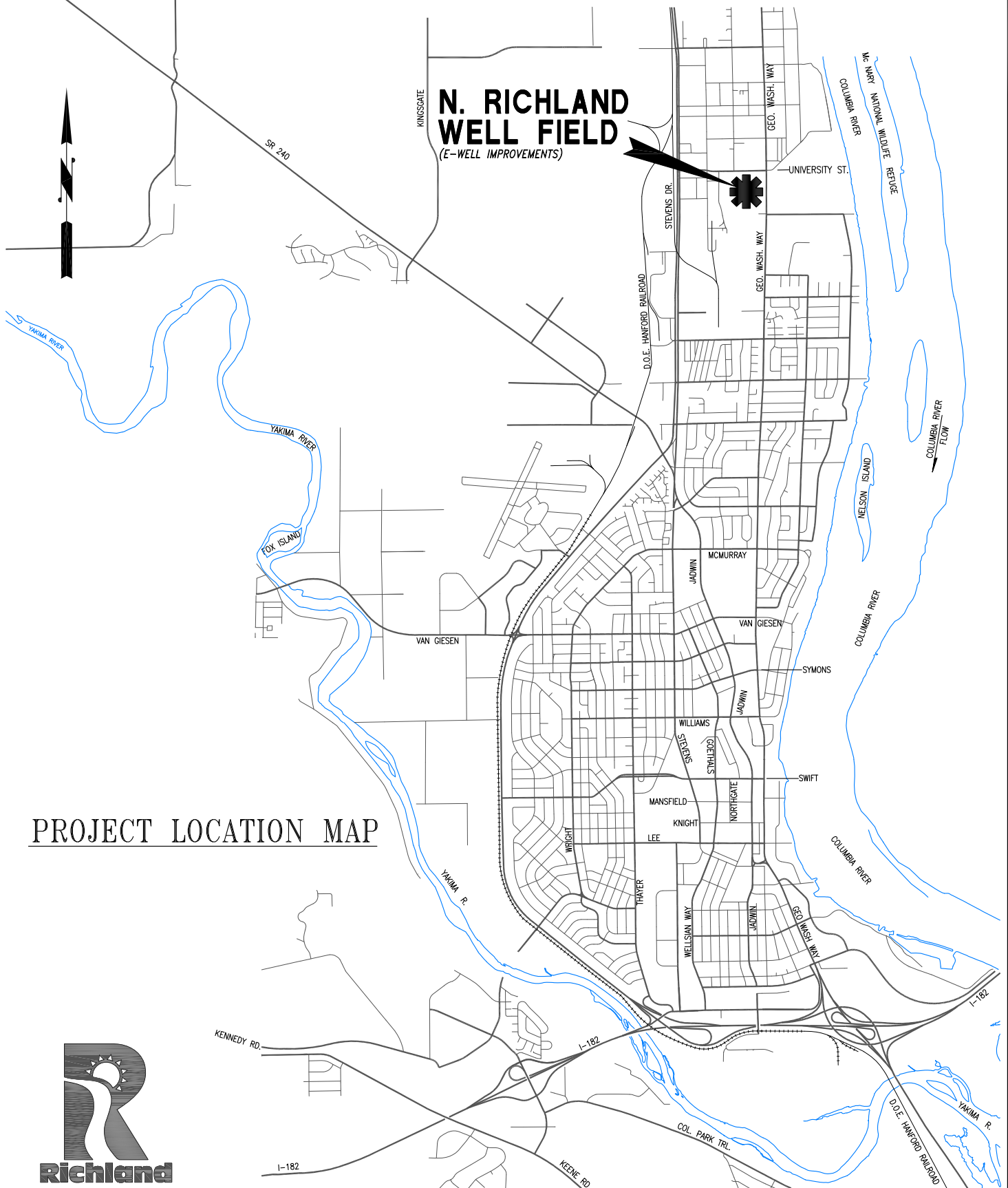
DESIGN & CNST MGMT - PW ENG	\$ 17,000.07
CONSTRUCTION CONTRACT	83,163.57
10% CONTINGENCY	<u>8,316.36</u>
TOTAL PROJECT COSTS	<u><u>\$ 108,480.00</u></u>

PROJECT FUNDING IS PROPOSED AS FOLLOWS:

WATER FACILITY FEES	\$ 65,000.00	<i>2012 CIP pg 141</i>
N. R. W. F. OLD RESERVOIR DEMOLITION	<u>43,480.00</u>	<i>\$66,963 available in project savings</i>
TOTAL PROJECT COSTS	<u><u>108,480.00</u></u>	

NORTH RICHLAND WELL FIELD (2012)

E-WELL IMPROVEMENTS



PROJECT LOCATION MAP



CAD DWG: NRWF_2012 E-WELL_ 8p5x11.dwg
DATE: 10.25.2012
DRAWN BY: S.C.NYBY
SCALE: NONE

Sealed Bids

Per State of Washington public works bid laws (RCW 39) and Richland Municipal Code (RMC 3.04.110) all bids for public works projects where the cost is greater than \$50,000 and \$65,000 in the year 2010 or thereafter, or more shall be submitted to and approved by City Council. The bidding process for these projects shall adhere to the following formal contract procedure;

- Preparation -The contract document shall be prepared by the authorizing department requiring the work under the supervision and approved as to form by the City Attorney.
- Advertising -Calls for bids shall be published in the official newspaper of the City by the Purchasing Department or the authorizing department.
- Bonding - Each bidder shall make a deposit in an amount equal to not less than 5% of the total bid or provide a 5% bid bond. The successful bidder shall furnish a payment and performance bond in an amount equal to the total amount of the contract.
- Bid Opening - Bids shall be submitted sealed to the Purchasing Department and opened in public by the Purchasing Department. The Purchasing Department or the authorizing department shall make a tabulation of all bids. The authorizing department will make formal recommendation.
- Award or Rejection - A staff report with the recommendation of award to the lowest responsible bidder together with the tabulation of bids received shall be forwarded to City Council for approval or rejection. Upon approval by the City Council, the authorizing department shall award the bid to the lowest responsible bidder. Council may, by resolution, reject any and all bids.
- Execution - All such contracts shall be executed by the City Manager.
- Filing - All public works contracts meeting the criteria described above will be filed with the City Clerk.



Council Workshop Coversheet

Council Date: 11/27/2012

Agenda Item : W1

Key Element: Key 3 - Economic Vitality

Subject: LOCAL REVITALIZATION FINANCING BOND ISSUANCE

Department: Community and Development Services

Document Type: Discussion

Summary:

In 2010 the Washington State Department of Finance notified the City that the State had approved the Local Revitalization Financing application and awarded \$330,000 annually in State increment tax revenues. These state dollars were to be matched with \$330,000 in local funding, with \$234,000 coming from the City, \$73,000 from Benton County, and \$23,000 from the Port of Benton. Also, the Richland City Council passed Resolution 68-11, implementing the Revitalization Area for Industry, Science and Education (the "RAISE"), which identified \$8,500,000 in capital improvements.

The \$8,500,000 was a conservative estimate of the size of the bond that could be supported from the anticipated revenue of \$660,000 per year over 25 years. Due largely to lower interest rates, that same amount of revenue will today support a bond of \$11,200,000. The City has several options, including reducing the term of the bonds, reducing the bond payments, or identifying additional capital projects within the RAISE. These decisions could impact our agreements with the State, County and Port and could require renegotiation of a portion or all of these agreements.

Staff will present the financial implications of several scenarios to Council and seek Council direction on a path forward.

Attachments:

Post Council Status Pending

City Manager Approved:

King, Bill
Nov 21, 10:06:44 GMT-0800 2012



Council Workshop Coversheet

Council Date: 11/27/2012

Agenda Item : W2

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SOLID WASTE SERVICE FRANCHISES TO ANNEXED PROPERTIES

Department: Public Works

Document Type: Discussion

Summary:

The purpose of this workshop is to seek Council input regarding solid waste services to annexed properties in light of Washington State requirements related to privately held hauling permits.

Washington State grants solid waste collection permits to qualified private-enterprises. The private waste haulers are regulated by the Washington State Utilities and Transportation Commission (WUTC). Haulers are granted permits for a defined geographical area which often overlaps incorporated cities. State law allows cities authority over solid waste handling within their boundaries and automatically cancels the WUTC-issued permit for properties annexed into a city. State law requires cities to address the permit cancellation in one of three ways:

1. Grant a franchise to the hauler to continue service to the annexed area for seven years.
2. Negotiate a buy-out of the hauler's permit rights at the time of annexation.
3. Condemn the hauler's permit rights through a legal proceeding.

State law also includes language allowing a hauler to claim damages from a City for adversely affecting their permit rights.

The City does not presently have a formal policy or procedure for completing the transition from private hauler service to City service in annexed properties. Staff's recent dialogue with the private waste haulers with WUTC permits about the municipal boundary has suggested that formalizing an annexation policy would be in the parties' best interest. Staff has negotiated the attached draft Memorandum of Understanding (MOU) describing its preferred approach to these issues. Staff's guiding principles for this approach are:

1. Compliance with Washington State law and relevant court decisions defining administration of the law.
2. Minimizing risk of valid claims from state-permitted private waste haulers against the City.
3. Preservation of similar levels of service for Richland residents and businesses.

In dialogue with the state-permitted waste haulers whose permits include property within Richland's Urban Growth Boundary, the issues likely to cause the greatest friction and possibility of claims are the City's regulations of collection rates and the level of service in keeping with the City's Solid Waste Management Plan. Staff has fashioned the proposed MOU to allow the City to assume service, consistent with its Solid Waste Management Plan and adopted rates, to new residential developments in newly annexed properties. Staff believes this will avoid customer service problems for the largest block of customers. The MOU proposes to grant the private haulers franchises to continue service to existing residential developments and either new or existing commercially-zoned areas for a longer period than that required by state law as an offset to the City's early service to new residential areas.

The Utility Advisory Committee reviewed the MOU at its November 13, 2012, voting to endorse its principles, but recommending legal review before executing the document.

Staff sought an independent legal review of the MOU. The review clarified that the MOU would act as an administrative tool to guide development of future franchise agreements. The future franchise agreements would be subject to review and approval by the City Council and hauler management. With that in mind, the MOU lays a groundwork of good faith engagement by the City to comply with state legal requirements, but does carry some risk to both parties as the MOU cannot absolutely bind future agreement terms.

Staff is seeking Council input on the MOU.

Attachments:

1) City of Richland and Basin Disposal MOU

Post Council Status: Pending

City Manager Approved:

King, Bill
Nov 21, 10:05:27 GMT-0800 2012

City of Richland and Basin Disposal, Inc.

**Memorandum of Understanding
Regarding Administration of Solid Waste Disposal Franchises
upon City Annexations**

1. Memorandum of Understanding. This Memorandum of Understanding (MOU) is between the City of Richland (City) and Basin Disposal, Inc. (Basin).

2. Purpose. The City and Basin are committed to the following objectives:

2.1 Professional solid waste collection and disposal practices complying with federal and Washington State laws and regulations.

2.2 Preservation of a climate of cooperation and support for local and regional solid waste programs providing general benefit to residents and solid waste service providers.

2.3 Mutual respect for the success of the City and Basin, including:

2.3.1 Acknowledgement of Basin's business value as represented in its fixed assets, client list, and Washington State Solid Waste hauling permit G-118(Permit), portions of which overlap the City limits and surrounding properties; and

2.3.2 Acknowledgement of the City's rights and obligations to plan, regulate, and implement solid waste programs deemed to be in the City's best interests by its elected decision-making body, the City Council.

2.4 Establishing general parameters under which Basin and the City's solid waste services will be modified as properties are added to the City and removed from Basin's Permit areas by annexation. By establishing the following general parameters, the City and Basin intend to simplify administration of future annexation impacts and reduce the potential for formal conflicts due to perceived harm to the interests of City and Basin. City and Basin acknowledge that this MOU provides a framework for future agreements, but that any such agreement must be approved and executed in conformance with law, including the City Charter and ordinances.

3. Recitals.

3.1 Chapter 70.95 RCW requires cities and counties to plan solid waste programs meeting federal and state requirements and protecting public health and safety.

3.2 The City has prepared and adopted a Solid Waste Management Plan (Plan) to define and guide its solid waste programs.

3.3 The City's Plan has been incorporated into Benton County's Solid Waste Management Plan and approved by the Washington State Department of Ecology.

3.4 The City operates its own solid waste programs, including residential and commercial collection programs, waste diversion and disposal.

3.5 The Richland Municipal Code defines the City's solid waste services, rates and policies, including implementation of the programs described in the City's Solid Waste Management Plan.

3.6 Basin is a Washington State Corporation licensed to provide solid waste disposal services. Basin's operations and rates are regulated by the Washington State Utilities and Transportation Commission for properties not within the incorporated boundaries of cities. Basin's solid waste disposal permit G-118 (Permit) surrounds the City of Richland corporate boundary and overlaps in certain places. Basin's Permit provides the regulatory basis on which a successful service business has been established and operated for many years.

3.7 Washington State law provides processes under which cities may annex properties, thus increasing the geographic area within the city corporate boundary.

3.8 Washington State law allows cities to regulate and/or contract for solid waste disposal services within their boundaries.

3.9 Washington State law provides that property annexed into a city may be removed from the Washington State Utilities and Transportation-issued solid waste permit area.

3.10 Property annexations by cities may reduce the value of an effected solid waste disposal Permit.

3.11 RCW 35A.14.900 provides cities alternative means to address the impact of annexations on the affected solid waste disposal permit.

3.12 The City has from time to time and expects to annex properties affecting Basin's Permit.

3.13 The City and Basin desire and intend to comply with Washington State law and to avoid disputes over the impact to Basin's Permit that results from annexations of properties into the City.

3.14 The City and Basin desire to support the policy goals and objectives formalized in the City's Solid Waste Management Plan and Municipal Code.

3.15 The City and Basin desire to set out guidelines for future agreements addressing the requirements of RCW 35A.14.900 and other applicable law.

4. Approaches for Annexation Agreements.

4.1 RCW 35A.14.900 provides three avenues to address the impact to Basin's Permit caused by City annexations:

4.1.1 The City grants a franchise for Basin to continue servicing the affected area for no less than seven years; and

4.1.2 The City and Basin agree to compensation to Basin in exchange for the City assuming service upon annexation; and

4.1.3 The City compensates Basin after a court determines appropriate compensation for the City assuming service upon annexation.

4.2 The City and Basin agree that a combination of 4.1.1 and 4.1.2 are the most desirable avenues for addressing annexation impacts.

5. Annexation Areas. The City and Basin agree that annexations can vary dramatically in their character and impact to Basin. For example, Exhibit A describes the unincorporated lands currently included in the City's

Urban Growth Boundary and their likely development character if and when they are annexed. The zoning and future development of these lands will be subject to many factors that cannot be conclusively predicted at this time. Exhibit A is included as a tool to describe how this MOU may be implemented at the time of a City annexation and is not representative of commitments by the City and Basin to a particular outcome. Properties that annex into the City often fall into one of three types as it relates to the value of Basin's interests:

5.1 Vacant property occupied by less than ten widely spaced residential dwelling units that may or may not subscribe to voluntary garbage service. These properties often annex into the City with the goal of transforming into urban development. The development is facilitated by the availability of City services.

5.2 Developed residential properties within Benton County - approved rural plats with lot sizes up to one acre. These properties typically subscribe to garbage service under Basin's Permit.

5.3 Developed commercial properties that typically subscribe to garbage service under Basin's Permit.

6. Potential Issue Upon Annexation. The City and Basin acknowledge that a primary issue that could contribute to conflict between City and Basin is the City's adopted waste diversion programs and Basin's ability to profitably provide those programs at the same or similar rate structures as are included in the Richland Municipal Code.

7. **Application of Annexation Issues in Vacant Areas.** The City shall have the following two options as it relates to annexing properties described in MOU Section 5.1. The City's objective for these properties is to initiate service in a newly developing area consistent with its Solid Waste Management Plan and Municipal Code, avoid a future transition of service in these areas, and comply with RCW 35A.14.900.

7.1 The City may assume service to the property and all new customers added after the annexation. The City will grant a franchise allowing Basin to continue service under its Washington State approved tariffs for a period of eight years to existing accounts at the time of annexation, subject to:

7.1.1 Payment of City utility taxes, and

7.1.2 Payment of a landfill surcharge calculated to be that portion of Richland's residential solid waste rate that funds the reduced charge for use of the City's self-haul transfer station for City residents.

7.2 The City may assume service to all existing and future services in the annexed area, provided, that Basin's franchise for other existing services in the City be extended an additional period of time to allow Basin to recover through operations an amount equal to lost revenue for existing services in the annexation area.

8. **Application of Annexation Issues in Residential Areas.** The City shall have the following two options as it relates to annexing properties described in MOU Section 5.2. The City's objective for these properties is to

comply with State law with regards to impacts to Basin's Permit and to defer a transition in service.

8.1 The City may award Basin a franchise to continue service to existing developments under its Washington State approved tariffs for a period not less than eight years (or one year longer than that prescribed by Washington State Law, whichever is longer), subject to the following:

8.1.1 Payment of City utility taxes

8.1.2 Payment of a landfill surcharge calculated to be that portion of Richland's residential solid waste rate that funds the reduced charge for use of the City's self-haul transfer station for City residents.

8.1.3 Agreement that the City and Basin may offer supplementary collection services within the franchise area supporting the waste diversion programs detailed in the City's Solid Waste Management Plan and Municipal Code. The City may offer these services only if the services are not included in a Washington State approved tariff for Basin's permitted service area.

8.2 The City and Basin may agree to extend an existing Basin franchise elsewhere in the City in exchange for the City assuming service to the annexed properties immediately.

9. **Application of Annexation Issues in Commercial Areas.** The City shall have the following two options as it relates to annexing properties described in MOU Section 5.3. The City's objective for these properties is to

comply with Washington State Law with regards to impacts to Basin's Permit and to defer a transition in service.

9.1 The City may award Basin a franchise to continue service to existing developments under its Washington State approved tariffs for a period not less than eight years (or one year longer than that prescribed by Washington State Law, whichever is longer), subject to the following:

9.1.1 Payment of City utility taxes

9.2 The City and Basin may agree to extend an existing City franchise elsewhere in the City in exchange for the City immediately assuming service to the annexed properties.

10. Application of Annexation Issues in Mixed-Development

Areas. For annexations that include properties with characteristics of two or more of the categories described in MOU Sections 5.1, 5.2 and 5.3, the City may use a combination of approaches described in MOU Sections 7, 8 and 9.

11. General.

11.1 Future agreements entered pursuant to this MOU will result in the release of claims including, without limitation, all rights of action, claims and counterclaims alleged or that could have been alleged (including without limitation any claims to or measurable damages under RCW 35A.14.900, RCW 35.02.160 or RCW 35.13.280; claims under chapter 81.77 RCW; and, claims related to the termination and/or reduction of Basin's Permit authority in the City.

11.2 By entering this Memorandum of Understanding, the City and Basin agree to use the guidelines described herein to administer the changes to Basin's Permit upon annexations and to not lodge formal claims or litigation against City for actions complying with this Memorandum of Understanding. This paragraph shall have no application in the case of amendments to related Washington State law that affect Basin's Permit rights or in the case of litigation changing the legal interpretation of Basin's Permit rights.

11.3 The terms of this Memorandum of Understanding are intended to apply to the properties and potential annexations shown on Exhibit A. These terms will not apply to additional properties added to the City's Urban Growth Area unless a written amendment to this MOU is approved by both Basin and the City.

MOU Confirmation By:

Representing Basin:

Darrick Dietrich, CEO
Basin Disposal, Inc.

Date _____

Representing City of Richland:

Peter Rogalsky
Public Works Director
City of Richland

Date _____



Council Workshop Coversheet

Council Date: 11/27/2012

Agenda Item : W3

Key Element: Key 1 - Financial Stability and Operational Effectiveness

Subject: SOLID WASTE RATE AND PROGRAM REVIEW

Department: Public Works

Document Type: Discussion

Summary:

Staff desires to present the results of its recent Solid Waste Utility rate and program review to Council in preparation for consideration of a rate increase ordinance in December. The workshop will provide an opportunity to discuss the rate study and program review in detail prior to Council consideration of the rate proposal.

Staff recently completed a detailed rate and program review of the Solid Waste Utility. A revised and updated rate model was compiled by the City's consultant, Bell and Associates. The Utility Advisory Committee assigned a three-person subcommittee to work closely with staff and the consultant. The Utility Advisory Committee voted, at their November 13, 2012, meeting, to recommend a rate increase to the City Council. The recommended rate increase of \$0.60 per month for residential service is estimated to be adequate to fund operations through the 2015 calendar year, while maintaining Utility reserves at recommended levels. Other proposed rate adjustments are detailed in the attached Utility Advisory Committee staff report.

Staff intends to present a rate increase ordinance to Council in December that would take effect in April, 2013.

Attachments:

- 1) UAC Staff Report - Solid Waste Rate Increase
- 2) Solid Waste Rate Comparison - 2012

Post Council Status: Pending

City Manager Approved:

King, Bill
Nov 20, 16:05:04 GMT-0800 2012



MEMORANDUM

Public Works Department

TO: Utility Advisory Committee

FROM: Pete Rogalsky, Public Works Director

DATE: November 13, 2012

SUBJECT: Solid Waste Utility – Rate Study Results

PURPOSE

The purpose is to seek the Utility Advisory Committee's (UAC) recommendation to Council regarding implementing results of the recent rate study for the Solid Waste Utility.

BACKGROUND

At its September 2012 meeting, the UAC commissioned a subcommittee consisting of Steve Arneson, Jeff Dagle, and Dan Porter to work with staff and its rate consultant to refine a Solid Waste Utility rate model for review by the UAC at its November 2012 meeting. The subcommittee held two meetings, Thursday, October 11 and Monday, November 5.

The result of these meetings is the attached rate study summary page and proposed rate increase. The rate study covers the period from 2012 through 2015. The study aims to maintain operating reserves at or above the 45-day threshold adopted by the UAC and City Council. In addition, the study includes funding to accumulate funds necessary to close the current permitted landfill cell in 2019, which corresponds to the most recent estimate of remaining cell capacity.

The subcommittee reviewed in detail the funding obligations for cell closure and post-closure care, electing to recommend financing post-closure care expenses as an ongoing operating cost after closure construction is complete. This recommendation is based on an analysis comparing prior and ongoing investments in new disposal capacity with the costs of post-closure care.

The rate study documents the need for an overall 2.2% revenue increase to meet the Utility's costs of operation and reserve requirements through 2015. This increase is lower than the increase in the cost of service because the Utility presently has reserves

in excess of City policy and closure requirements. These reserves were accumulated to meet an anticipated landfill closure construction requirement in 2012 or 2013. With the date of closure now estimated at 2019, staff recommends transferring excess accumulated closure reserves into the operating reserve account and using the funds to mitigate the need for a rate increase to meet operating costs. The rate study estimates that excess reserves will be exhausted by the end of 2015.

Staff anticipates that the rate period following 2015 will involve rate increases to prepare for and implement the next disposal operation following closure of the existing landfill cell. Adopting the recommended rate increase will provide rate stability between 2013 and 2015 and allow for a conservative approach to accumulating closure reserve funds. An alternative to the staff recommendation is to defer the current proposed rate increase until 2014, which would exhaust the excess reserves more quickly and require a somewhat larger increase. Deferring the increase would also jeopardize the recommended conservative approach to closure reserve planning.

A detailed cost of service analysis indicates that commercial collection rates are adequate through the rate period to cover the City's costs, but that residential rates are presently below the cost of service and will remain so through the rate period. Staff is not recommending that rates be adjusted to match the cost of service analysis because funds are available to mitigate the need for the increase. The mitigating funds are in the form of excess reserves and landfill revenue from non-Richland customers.

Staff is recommending a 3.6% rate increase to residential and small container commercial collection services and some adjustments to commercial and non-Richland landfill disposal rates, effective April 1, 2013. No changes are proposed to Richland residential disposal rates.

Staff is proposing a reduction in the curbside recycling (blue can) subscription rate. The rate study documented that the current number of subscriptions is not adequate to make the cost of collections meet the previous rate study assumptions, thus the current subscription rate is less than the cost of service. Staff is proposing to use the same funding sources available to mitigate residential garbage collection service to reduce the recommended rate increase for the blue can subscription rate. In addition, staff is proposing to reduce the rate to eliminate the blue can subscribers from funding the community drop box recycling service. The community drop box service will carry an \$84,000 cost to the City beginning in 2013, a cost which is folded into the residential collection rates. In order to prevent the blue can subscribers from paying for both curbside and drop box service staff is recommending a \$0.45 credit off of the blue can rate.

Staff is not recommending changes in service such as universal curbside recycling or every week yard waste service. Both of these services would require rate increases above those recommended with little system effectiveness gained.

Staff is proposing a change in service for the 2013 season. Staff proposes eliminating the community drop box spring and fall cleanup and substituting a fall curbside leaf pickup service.

Staff is seeking a UAC recommendation regarding its proposed rate increase for the Solid Waste Utility. Staff will provide comparable rates for consideration at the meeting.

PREPARED BY: Pete Rogalsky, Public Works Director

Attachments

City of Richland
Solid Waste Utility Funds

Year		2012	2013	2014	2015	\$ ▲ from 12-15	% ▲ from 12-15
Budgeted Revenue							
Collection	A	6,389,000	6,328,100	6,454,662	6,583,755	194,755	3.0%
Disposal	B	1,180,000	1,195,000	1,218,900	1,243,278	63,278	5.4%
Misc. Rev	C	319,600	263,500	138,720	141,494	(178,106)	-55.7%
Total Revenues before Rate Increase	D	7,888,600	7,786,600	7,812,282	7,968,528	79,928	1.0%
Rate Increase			\$ 154,001	\$ 210,723	\$ 214,938		
Total Revenue		\$ 7,888,600	\$ 7,940,601	\$ 8,023,005	\$ 8,183,465		
Budgeted Expenses							
Collection Costs	E	3,338,241	3,475,652	3,589,121	3,725,907	387,666	11.6%
Disposal	F	2,779,797	2,431,881	2,178,188	2,241,145	(538,652)	-19.4%
Administration	G	380,058	364,246	355,563	365,122	(14,936)	-3.9%
Total O&M Expense	H	6,498,096	6,271,779	6,122,872	6,332,174	(165,922)	-2.6%
State Refuse Tax / Utility Tax	I	795,000	804,000	828,120	852,964	57,964	7.3%
Cost Allocations	J	624,139	633,396	638,485	650,177	26,038	4.2%
Debt Service	K	135,013	132,815	135,612	132,738	(2,276)	-1.7%
Total O&M / Tax / Allocations / Debt	L	8,052,248	7,841,990	7,725,088	7,968,052	(84,196)	-1.0%
Net Income (Loss) from Operations	M	(163,648)	98,611	297,917	215,413		
Capital Projects	N	278,863	269,000	160,000	210,000	(68,863)	-24.7%
Min. Operating Reserve Requirement	O	892,878	866,117	848,830	876,533		
Current Reserve Balance	P	1,428,126	985,615	815,226	953,143		
Net Income (Loss) from Operations	Q	(163,648)	98,611	297,917	215,413		
Capital Expense	R	(278,863)	(269,000)	(160,000)	(210,000)		
Cash Balance with Capital Expense	R	985,615	815,226	953,143	958,556		
Ending Fund Percentage		14%	12%	14%	13%		
Reserve days		50	42	51	49	50	
Cash Balance Over / (Under)	S	92,737	(50,892)	104,313	82,023		
Total Revenue Requirement	T	8,238,374	8,161,882	7,780,776	8,096,029		
Net Balance / (Deficit)	U	(349,774)	(221,281)	242,230	87,436		
% of Revenue	V	-4.4%	-2.8%	3.1%	1.1%		
Construction Estimate	W	2,574,808	2,626,304	2,678,830	2,732,407		
Construction Contingency		386,221	393,946	401,825	409,861		
Post Closure Capital Contingency		110,000	112,200	114,444	116,733		
Cell Capacity Utilization		86%	88%	90%	92%		
Liability Accrual		2,628,762	2,746,303	2,867,494	2,992,435		
Closure Fund Balance	X	2,756,251	2,695,103	2,853,834	2,940,006		
Closure Revenue	Y	96,217	280,678	193,250	197,115		
Closure Expenses	Z	(157,365)	(121,947)	(107,079)	(110,249)		
Fund Balance	AA	2,695,103	2,853,834	2,940,006	3,026,873		
(Under) / Over Accrual	BB	66,342	107,532	72,511	34,438		
Total SW Funds Cash Balance	CC	3,680,718	3,669,060	3,893,148	3,985,429		

Service		current rate	2013	2014	2015	\$ ▲	% ▲
Residential SW Collection		\$ 14.45	\$ 15.71	\$ 15.31	\$ 15.84		
Residential YD Collection		\$ 2.45	\$ 4.20	\$ 4.28	\$ 4.37		
Total Residential Service	a	\$ 16.90	\$ 19.92	\$ 19.59	\$ 20.22	\$ 3.32	19.6%
Residential Rec Collection	b	\$ 5.70	\$ 7.43	\$ 7.64	\$ 7.89	\$ 2.19	38.3%
Commercial SW (1 Yd. x 1)	c	\$ 52.25	\$ 54.05	\$ 55.50	\$ 57.15	\$ 4.90	9.4%
Commercial SW (2 Yd. x 1)	c	\$ 80.00	\$ 79.75	\$ 81.50	\$ 83.45	\$ 3.45	4.3%
Commercial SW (6 Yd. x 1)	c	\$ 192.75	\$ 182.90	\$ 185.55	\$ 188.90	\$ (3.85)	-2.0%
Drop Box Exchange	d	\$ 125.00	\$ 116.57	\$ 119.97	\$ 124.20	\$ (0.80)	-0.6%
Drop Box Compactor		\$ 150.00	\$ 139.61	\$ 143.68	\$ 148.74	\$ (1.26)	-0.8%
SW Disposal per Ton	e	\$ 46.00	\$ 47.67	\$ 43.73	\$ 45.94	\$ (0.06)	-0.1%
Compost Cost per Ton		\$ 21.00	\$ 34.45	\$ 34.45	\$ 34.45	\$ 13.45	64.0%

Proposed 2013-15 Solid Waste Collection and Disposal Rates

RESIDENTIAL REFUSE COLLECTION	Current	Proposed	\$ ▲	% ▲
Basic Refuse Service	\$ 16.90	\$ 17.50	\$ 0.60	3.6%
Refuse - No Yard Waste	\$ 16.10	\$ 16.65	\$ 0.55	3.4%
Elective Recycling	\$ 5.70	\$ 5.45	\$ (0.25)	-4.4%
Additional Refuse Container	\$ 7.90	\$ 8.15	\$ 0.25	3.1%
Additional Yard or Recycling Container	\$ 2.00	\$ 2.00	\$ -	0.0%
Residential Call Back	\$ 12.00	\$ 12.00	\$ -	0.0%

DROP BOX CONTAINER SERVICE	Current	Proposed	\$ ▲	% ▲
Drop Box - Permanent				
Haul Fee	\$ 125.00	\$ 125.00	\$ -	0.0%
Disposal Charge per Ton	\$ 46.00	\$ 48.00	\$ 2.00	4.3%
Per Day Rent Charge	N/A	N/A	\$ -	0.0%
Delivery Fee	\$ 45.00	\$ 45.00	\$ -	0.0%
Drop Box - Temporary				
Haul Fee	\$ 125.00	\$ 125.00	\$ -	0.0%
Disposal Charge per Ton	\$ 46.00	\$ 48.00	\$ 2.00	4.3%
Per Day Rent Charge	\$ 5.00	\$ 5.00	\$ -	0.0%
Delivery Fee	\$ 45.00	\$ 45.00	\$ -	0.0%
Drop Box - Tires				
Haul Fee	\$ 125.00	\$ 125.00	\$ -	0.0%
Disposal Charge per Ton	\$ 325.00	\$ 125.00	\$ (200.00)	-61.5%
Per Day Rent Charge	N/A	N/A	\$ -	0.0%
Delivery Fee	\$ 45.00	\$ 45.00	\$ -	0.0%

COMMERCIAL REFUSE COLLECTION	Current	Proposed	\$ ▲	% ▲
96 to 100 gallon				
1 X lift	\$ 18.95	\$ 19.60	\$ 0.65	3.4%
2 X lift	\$ 37.90	\$ 39.20	\$ 1.30	3.4%
3 X lift	\$ 56.85	\$ 58.85	\$ 2.00	3.5%
4 X lift	\$ 75.80	\$ 78.45	\$ 2.65	3.5%
5 X lift	\$ 94.75	\$ 98.05	\$ 3.30	3.5%
Unscheduled Pickup	\$ 18.20	\$ 18.85	\$ 0.65	3.6%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%
300 gallon or 1 yard				
1 X lift	\$ 52.25	\$ 54.10	\$ 1.85	3.5%
2 X lift	\$ 104.45	\$ 108.10	\$ 3.65	3.5%
3 X lift	\$ 156.65	\$ 162.15	\$ 5.50	3.5%
4 X lift	\$ 208.75	\$ 216.05	\$ 7.30	3.5%
5 X lift	\$ 261.00	\$ 270.15	\$ 9.14	3.5%
Unscheduled Pickup	\$ 49.20	\$ 50.90	\$ 1.70	3.5%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%
2 yard				
1 X lift	\$ 80.00	\$ 82.80	\$ 2.80	3.5%
2 X lift	\$ 160.05	\$ 165.65	\$ 5.60	3.5%
3 X lift	\$ 240.05	\$ 248.45	\$ 8.40	3.5%
4 X lift	\$ 320.05	\$ 331.25	\$ 11.20	3.5%
5 X lift	\$ 400.05	\$ 414.05	\$ 14.00	3.5%
Unscheduled Pickup	\$ 28.20	\$ 50.90	\$ 22.70	80.5%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%

COMMERCIAL REFUSE COLLECTION (continued)	Current	Proposed	\$ ▲	% ▲
4 yard				
1 X lift	\$ 145.00	\$ 145.00	\$ -	0.0%
2 X lift	\$ 290.00	\$ 290.00	\$ -	0.0%
3 X lift	\$ 435.00	\$ 435.00	\$ -	0.0%
4 X lift	\$ 579.90	\$ 579.90	\$ -	0.0%
5 X lift	\$ 724.90	\$ 724.90	\$ -	0.0%
Unscheduled Pickup	\$ 48.10	\$ 48.10	\$ -	0.0%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%
5 yard				
1 X lift	\$ 168.80	\$ 168.80	\$ -	0.0%
2 X lift	\$ 337.70	\$ 337.70	\$ -	0.0%
3 X lift	\$ 506.60	\$ 506.60	\$ -	0.0%
4 X lift	\$ 675.40	\$ 675.40	\$ -	0.0%
5 X lift	\$ 844.25	\$ 844.25	\$ -	0.0%
Unscheduled Pickup	\$ 58.30	\$ 58.30	\$ -	0.0%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%
6 yard				
1 X lift	\$ 192.75	\$ 192.75	\$ -	0.0%
2 X lift	\$ 385.50	\$ 385.50	\$ -	0.0%
3 X lift	\$ 578.15	\$ 578.15	\$ -	0.0%
4 X lift	\$ 770.85	\$ 770.85	\$ -	0.0%
5 X lift	\$ 963.55	\$ 963.55	\$ -	0.0%
Unscheduled Pickup	\$ 68.35	\$ 68.35	\$ -	0.0%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%
8 yard				
1 X lift	\$ 221.75	\$ 221.75	\$ -	0.0%
2 X lift	\$ 443.50	\$ 443.50	\$ -	0.0%
3 X lift	\$ 665.25	\$ 665.25	\$ -	0.0%
4 X lift	\$ 887.00	\$ 887.00	\$ -	0.0%
5 X lift	\$ 1,108.75	\$ 1,108.75	\$ -	0.0%
Unscheduled Pickup	\$ 88.40	\$ 88.40	\$ -	0.0%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%

COMMERCIAL RECYCLING	Current	Proposed	\$ ▲	% ▲
96 Gallon - EOW	\$ 5.70	\$ 5.70	\$ -	0.0%
96 Gallon - EOW - call back	\$ -	\$ 12.00	\$ 12.00	100.0%
300 Gallon - EOW	\$ 13.90	\$ 13.90	\$ -	0.0%
300 Gallon - EOW - call back	\$ -	\$ 12.00	\$ 12.00	100.0%
4 Yard - Weekly Service	\$ 116.45	\$ 116.45	\$ -	0.0%
4 Yard - Extra Pickup	\$ 26.90	\$ 26.90	\$ -	0.0%
6 Yard - Weekly Service	\$ 148.10	\$ 148.10	\$ -	0.0%
6 Yard - Extra Pickup	\$ 34.20	\$ 34.20	\$ -	0.0%
8 Yard - Weekly Service	\$ 179.75	\$ 179.75	\$ -	0.0%
8 Yard - Extra Pickup	\$ 41.50	\$ 41.50	\$ -	0.0%
4 Yard - Cardboard Recycling Only				
1 X lift	\$ 40.30	\$ 40.30	\$ -	0.0%
2 X lift	\$ 80.55	\$ 80.55	\$ -	0.0%
3 X lift	\$ 120.80	\$ 120.80	\$ -	0.0%
4 X lift	\$ 160.95	\$ 160.95	\$ -	0.0%
5 X lift	\$ 201.25	\$ 201.25	\$ -	0.0%
Unscheduled Pickup	\$ 24.35	\$ 24.35	\$ -	0.0%
Commercial Call Back	\$ 26.00	\$ 26.00	\$ -	0.0%
Container Size Change Fee	\$ 50.00	\$ 50.00	\$ -	0.0%

UPTOWN/PARKWAY SHARED CONTAINERS	Current	Proposed	\$ ▲	% ▲
Office/Service - 100 gallon	\$ 18.95	\$ 18.95	\$ -	0.0%
Small Retail - 1 yard	\$ 52.25	\$ 52.25	\$ -	0.0%
Medium Retail - 4 yard	\$ 160.05	\$ 160.05	\$ -	0.0%
Large Retail - 6 yard	\$ 192.75	\$ 192.75	\$ -	0.0%
Small Restaurant - 2 yard	\$ 80.00	\$ 80.00	\$ -	0.0%
Medium Restaurant - 4 yard	\$ 160.05	\$ 160.05	\$ -	0.0%
Large Restaurant - 8 yard	\$ 290.00	\$ 290.00	\$ -	0.0%

SELF-HAUL TO RICHLAND LANDFILL				
RESIDENTIAL	Current	Proposed	\$ ▲	% ▲
Resident - Yard Debris	free	free		
Resident - Refuse up to 1,200 lbs. per load	\$ 10.00	\$ 10.00	\$ -	0.0%
Resident - Refuse over 1,200 lbs. per ton	\$ 49.00	\$ 51.10	\$ 2.10	4.3%
Non-Richland Resident - Yard Debris up to 1,200 lbs. - per load	\$ 10.00	\$ 15.00	\$ 5.00	50.0%
Non-Richland Resident - Yard Debris over 1,200 lbs. - per ton	\$ 25.00	\$ 31.25	\$ 6.25	25.0%
Non-Richland Resident - Refuse up to 1,200 lbs. per load	\$ 20.00	\$ 25.00	\$ 5.00	25.0%
Non-Richland Resident - Refuse over 1,200 lbs. per ton	\$ 73.00	\$ 76.15	\$ 3.15	4.3%
Appliances containing CFCs - Benton County Residents Only - per piece	\$ 46.00	\$ 46.00	\$ -	0.0%
White Goods - Benton County Residents Only - per piece	\$ 7.00	\$ 7.00	\$ -	0.0%
Deceased Animals - Benton County Residents Only - Small Animals	\$ 75.00	\$ 75.00	\$ -	0.0%
Deceased Animals - Benton County Residents Only - Large Animals	\$ 150.00	\$ 150.00	\$ -	0.0%

SELF-HAUL TO RICHLAND LANDFILL				
COMMERCIAL	Current	Proposed	\$ ▲	% ▲
Refuse and construction remodel demolition waste				
Richland Commercial - up to 1,200 lbs. - per load	\$ 28.00	\$ 30.00	\$ 2.00	7.2%
Richland Commercial - over 1,200 lbs. - per ton	\$ 49.00	\$ 51.10	\$ 2.10	4.3%
Non - Richland Commercial - up to 1,200 lbs. - per load	\$ 52.00	\$ 54.25	\$ 2.25	4.3%
Non - Richland Commercial - over 1,200 lbs. - per ton	\$ 73.00	\$ 76.15	\$ 3.15	4.3%
Concrete, asphalt, rock and dirt				
Richland Commercial - per ton	\$ 25.00	\$ 25.00	\$ -	0.0%
Non-Richland Commercial - per ton	\$ 49.00	\$ 49.00	\$ -	0.0%
Clean Yard Waste				
Richland Commercial - per ton	\$ 20.00	\$ 25.00	\$ 5.00	25.0%
Non-Richland Commercial - per ton	\$ 25.00	\$ 31.25	\$ 6.25	25.0%
Tires Only				
Car Tires - each	\$ 4.00	\$ 4.00	\$ -	0.0%
Truck Tires - each	\$ 9.00	\$ 9.00	\$ -	0.0%
Heavy Equipment - per ton	\$ 29.00	\$ 125.00	\$ 96.00	
Tires with Rims				
Car Tires - each	\$ 7.00	\$ 7.00	\$ -	0.0%
Truck Tires - each	\$ 12.00	\$ 12.00	\$ -	0.0%
Heavy Equipment - per ton	\$ 29.00	\$ 125.00	\$ 96.00	
Petroleum Contaminated Soil - per ton	\$ 103.00	\$ 103.00	\$ -	0.0%

SOLID WASTE RATE COMPARISON

RESIDENTIAL	Richland Current	Richland Proposed	BDI West Richland	Waste Management City of Kennewick	BDI City of Pasco
MONTHLY RATE (1 - 35 gallon tote)	n/a	n/a	n/a	\$ 14.04	n/a
MONTHLY RATE (2 - 96 gallon totes)	\$ 16.90	\$ 17.50	\$ 18.92	18.12	n/a
MONTHLY RATE (1 - 96 gallon totes)	16.10	16.65	16.65	17.17	\$ 16.87
ADDITIONAL CONTAINER (GARBAGE)	7.90	8.15	2.91		2.16
OPTIONAL CURBSIDE RECYCLING	5.70	5.45	n/a	n/a	n/a
ADDITIONAL CONTAINER (YARD OR RECYCLE)	2.00	2.00	n/a	n/a	n/a
RESIDENTIAL CALL BACK	12.00	12.00		8.42	9.60
EXTRA BAG OR CAN	0.75	0.75		2.49	

COMMERCIAL FRONT LOADER	1X PER WK	1X PER WK	1X PER WK	1X PER WK	1X PER WK
100 GALLON	\$ 18.95	\$ 19.60			
300 GALLON OR 1 YD	52.25	54.10	\$ 91.57		\$ 90.67
2 YARD	80.00	82.80	110.71	\$ 92.73	112.54
4 YARD	145.00	145.00	184.15	156.04	160.37
6 YARD	192.75	192.75	255.38	200.84	205.87
8 YARD	221.75	221.75	311.92	247.56	251.03
4 YD RECYCLING	40.30	40.30			

NOTE: Richland utility tax rate (10.5%), higher than Kennewick (6.5%) and Pasco (8.5%)