

Televised Live and Streamed at the link below:

<https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2>

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Proclamation

- a. [Honoring the Top-Hi Wildcats Girls Wrestling Team, Five Boy Wrestlers, Team Coaches, and Volunteer Coaches for Winning the 2025 State Girls Wrestling Team Championship Title, the Five Boy Wrestlers Winning Individual Championship Titles, and the Four Girl Wrestlers Winning Individual Championship Titles](#)

4. Presentation

- a. [Receive Yakima Valley Conference of Governments 2024 Annual Report](#)

5. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

6. Consent Agenda

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. [Approve Minutes of the March 10, 2025, Regular Meeting](#)
- b. [Approve Claims Checks Numbers 100419 through 100468 and Bank Draft DFT43 through DFT45 in the total amount of \\$159,681.18 dated March 24, 2025, and void check 100437](#)
- c. [Approve Payroll Check Numbers 36943 through 36950, and Electronic Transfers EFTPR3464 through EFTPR3474 in the total amount of \\$287,615.85 dated March 21, 2025](#)

7. New Business

- a. [AB 25-016: \[Proposed\] Resolution 2025-013, Accept Agreement with Rio Foltz, PLLC for Hearing Examiner Services.](#)
- b. [AB 25-017: \[Proposed\] Resolution 2025-014, Accept Comprehensive Plan Update Public Participation Plan](#)

- c. [AB 25-018: \[Proposed\] Resolution 2025-15, Approve Teamsters General Collective Bargaining Agreement](#)

8. Council Meeting Reports and Community Announcements

9. Adjournment

Next Council Meeting Will Be Held on April 7, 2025

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

**PROCLAMATION HONORING THE
TOP-HI WILDCATS GIRLS WRESTLING TEAM, FIVE BOY WRESTLERS, TEAM
COACHES, AND VOLUNTEER COACHES**

**FOR WINNING THE 2025 STATE GIRLS WRESTLING TEAM CHAMPIONSHIP TITLE, THE
FIVE BOY WRESTLERS WINNING INDIVIDUAL CHAMPIONSHIP TITLES, AND THE
FOUR GIRL WRESTLERS WINNING INDIVIDUAL CHAMPIONSHIP TITLES**

WHEREAS, fifteen young women of the Toppenish High School Girls Wrestling Team participated in the 2025 State Wrestling Championship Tournament in Tacoma, including Jade Johnson, Aaliyah Gonzalez, Sophia Torrez, Adalyne Montiel, Shaniya Tarula, Linsey Ortega, Jocelyn Chavez, Jazmine Botello, Tayen Grover, Sara Ortega, Octavea John, Makayla Torres, Jordynn Zuniga, Evette Esquivel, and Charlene Underwood, and

WHEREAS, five young men of the Toppenish High School Boys Wrestling Team won individual 2025 State Wrestling Championship Titles at the Tournament in Tacoma, including first-time State Champion Isaiah Rios, three-time State Champions Steve Romero Jr., Justyce Zuniga, and Anthony Nava, and Top-Hi record setting four-time State Champion Kiyanno Zuniga, and

WHEREAS, four young women of the Toppenish High School Girls Wrestling Team won individual 2025 State Wrestling Championship Titles at the Tournament in Tacoma, including first-time State Champion Sara Ortega, and three-time State Champions Sophia Torrez, Adalyne Montiel, and Makayla Torres, and

WHEREAS, both teams succeeded from the dedicated efforts of team coaches Jose Pepe Segovia, Sergio Morales, Austin Kintner, Zechariah Romero, Jefferson Stancliffe, Jennifer Gonzalez, and volunteer coaches Manuel Arambul, Anthony Zuniga, Mike Torrez, Abel Nava, Steve Romero, Miguel Montiel, and Jose Vela, and

WHEREAS, the achievements of these Toppenish Wildcats exemplify the power of teamwork, perseverance, and a “will do” attitude that lead to personal success and championship victories, and

WHEREAS, the Top-Hi Wildcats Girls Wrestling Team’s 2025 State Wrestling Team Championship Title, along with the five individual Boy Wrestling Champions, have garnered positive recognition for themselves, their school, and the Toppenish community, filling us with pride for the youth of our City,

NOW THEREFORE, we hereby give recognition to the outstanding athletic achievement of these young women, young men, team coaches, and volunteer coaches by proclaiming March 24, 2025, through March 28, 2025 to be:

“TOP-HI WILDCATS GIRLS & BOYS WRESTLING WEEK”

we encourage the Toppenish community to congratulate these young women, young men, team coaches and volunteer coaches for their remarkable accomplishments in winning 2025 State Wrestling Championship Titles and bringing these honors to our community.

THE OFFICE OF THE MAYOR, I have hereunto set my hand and caused the Seal of the City of Toppenish to be affixed this 24th day of March, 2025.

Elpidia Saavedra, Mayor



Your Trusted Partner Since 1966

2024 Members’ Report



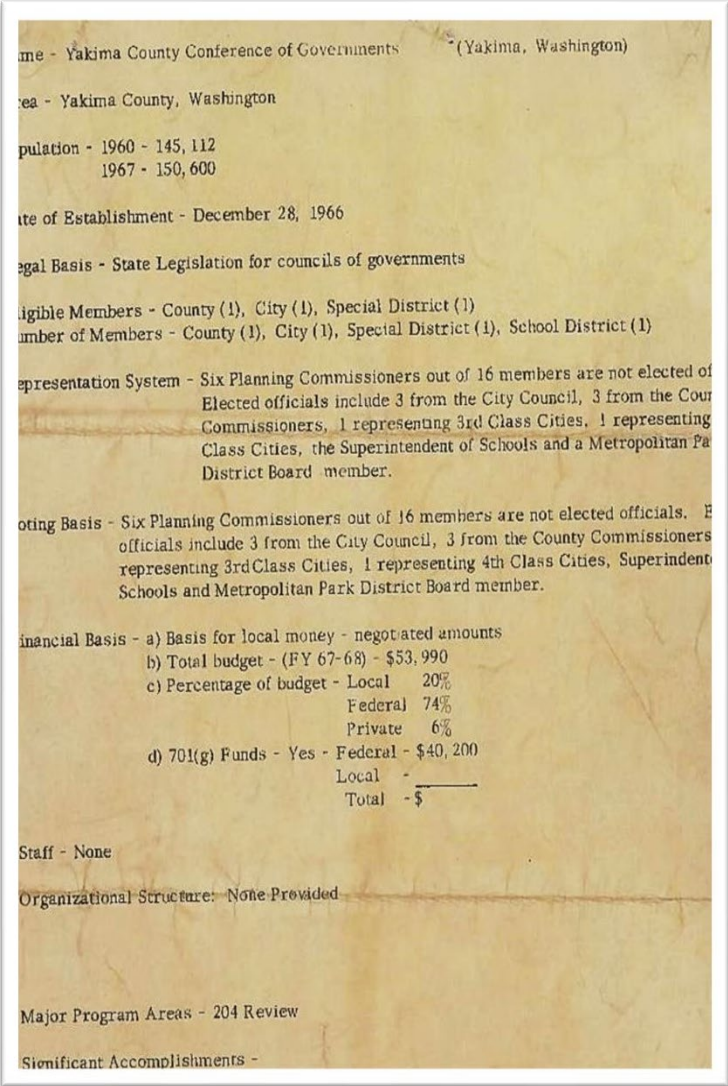
Purpose

Your Trusted Partner since 1966! Yakima County Conference of Governments was born with sixteen members and a budget of \$53,990! Yes... Yakima County Conference of Governments which eventually became Yakima Valley Conference of Governments to recognize the *independence* of the COG representing all municipalities.

Each municipality appoints an elected official to represent their municipality on the YVCOG General Membership. The General Membership then votes on an Executive Committee to govern the day-to-day operations at YVCOG.

At the time of conception, COG was established for elected officials to work on issues together and address concerns in a collaborative manner. This structure allowed them to maintain authority within their own jurisdictional boundaries, cut budget costs, and oversee programs and projects that crossed jurisdictional boundaries.

Yakima Valley Conference of Governments became the designated Federal Transportation Planning Organization in 1972 and the state Transportation Planning Organization in 1990 for the Yakima Valley. A Transportation Policy Board was established to govern the transportation program, housed within YVCOG. The Transportation Policy Board consists of the YVCOG



WSDOT, a public transit agency, and an economic development

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Message from Our Chair



On behalf of the Yakima Valley Conference of Governments, it is my honor to submit to you the YVCOG 2024 Annual Report. This report highlights the work accomplished during the year on behalf of our membership and the valley.

This past year was a challenging time for the Yakima Valley and that was true for the YVCOG as well. We saw numerous programs and initiatives advance, including the expansion of our locally owned and operated crime lab with the addition of Rapid DNA and cell phone investigations.

Through our partnerships with our members, county and state agencies, we were able to move our priorities on transportation, housing, and crime prevention forward by investing time, effort, and resources focused on solutions.

As your chairman, I could not be prouder of the work accomplished by our YVCOG staff, they went above and beyond, to ensure that our members received the resources and funding they needed to achieve their goals.

As we continue to work together to strengthen our valley, each member's voice is equally important. What one community does will affect its neighbors. As we share knowledge and resources, we will continue to provide solutions to our members' issues and challenges.

I am looking forward to what we can accomplish together in the new year!

James A. Restucci
Executive Chairman, YVCOG

2024 Outstanding Service Award



Senator Curtis King was awarded the YVCOG 2024 Outstanding Service Award.

Senator Curtis King represents South Central Washington’s 14th Legislative District, comprised of Bickleton, Centerville, Finley, Glenwood, Grandview, Lyle, Pasco, Roosevelt, Sunnyside, Toppenish, Wapato, and Yakima in the Washington State Senate. Since his original appointment to the Legislature in 2007, he has been a member of the Senate Transportation Committee on which he currently serves as the Ranking Minority Member. He is also the Ranking Minority Member on the Senate Labor & Commerce and serves on the Rules Committee.

King served as chair of the Senate Transportation Committee from 2015 through 2017, following two years as a bipartisan co-chair. During that time, he was the primary sponsor of the first successful

transportation revenue package in more than a decade. The \$16 billion infrastructure package funds six transportation megaprojects, more than 140 regional congestion-relief and road safety projects, and invests \$1.4 billion for the maintenance and preservation of existing roads and bridges.

King is a past president of the Central Washington State Fair Board and has served as an active member for 16 years. He ran a commercial cabinet shop with his father and brother, growing it into a successful company with 40 employees.

Supplemental transportation budget



As ranking Republican on the Senate Transportation Committee, I was involved in developing the supplemental transportation budget, and am pleased the budget was approved unanimously by the Senate and House. The transportation budget provides \$100 million for maintenance and preservation of our state's roads and highways. Another \$31 million is for public safety, including additional Washington State Patrol cadet classes, DUI enforcement grants, wrong-way driver prevention and more. Several projects in the 14th District were added or funding was continued in the supplemental budget. The most significant project is the Columbia River Bridge replacement between **White Salmon** and **Hood River**. Other projects include a new underpass for State Route 14 in **Bingen**, pedestrian and bicycle paths in **West Yakima** and **White Salmon**, repair of the State Route 241 Bridge in **Mabton**, and Interstate 82 economic development improvements between **Yakima** and **Union Gap**.

The seven bills he proposed during the 2024 session have been signed into law:

- SSB 5919: Allows public utility districts to sell biogenic carbon dioxide.
- ESB 5997: Adjusts plumbing trainee hours reporting.
- ESB 6087: Increases funding for the fire service training account.
- SSB 6089: Improves electrical inspector requirements and pathways.
- SSB 6108: Modifies prompt payment rules for retainage in construction contracts.
- SSB 6115: Establishes speed safety camera policies.
- SSB 6192: Modifies prompt payment rules for change orders in construction contracts

The 2024 supplemental state capital budget included major funding increases in K-12 school construction, behavioral-health facilities, affordable housing, water infrastructure, parks and more.

- Bringing It Home II 24-Hour Domestic Violence Shelter - \$8.72 million
- Perry Technical Institute Electrical Program - \$5 million
- West Klickitat Assisted Living Facility - \$3 million
- Triumph Mental Health Treatment Center - \$2.5 million
- Wishram School District Portable Buildings - \$975,000
- Yakama Nation Detox Center - \$900,000
- Yakima Drop-In Center - \$800,000
- Kittitas Valley Hospital Hydrogen Storage System - \$300,000

Yakima Valley Crime Lab Facility \$200,000

- Swan Graphics Equipment and Furnishings - \$108,000
- Filipino American Community of Yakima Valley Building - \$103,000
- Mountain View Grange Improvements - \$100,000
- Columbia Grange #87 Improvements - \$25,000
- School Modernization Grants for Glenwood School District (\$35,000), Roosevelt School District (\$35,000) and Goldendale School District (\$32,000)

2024 Executive Committee & Transportation Policy Board

Section 4, Item a.



Jim Restucci, Member-At-Large



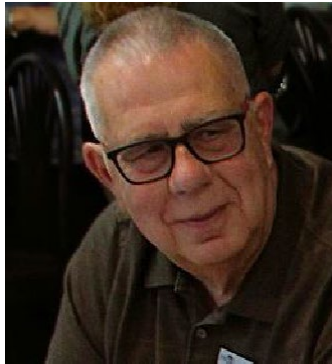
John Hodkinson, Union Gap



Janice Gonzales, Zillah



LaDon Linde, Yakima County



Bill Moore, Grandview



Patricia Byers, Yakima



Julia Hart, Sunnyside



Madelyn Carlson, PFP



Jon Smith, YCDA



Brian White, WSDOT

2024 General Membership

Grandview: Bill Moore, Council Member
Granger: Ryan Stonemetz, Council Member
Harrah: Pat Krueger, Mayor
Mabton: Rachel Ruelas, Mayor
Moxee: Rob Layman, Council Member
Naches: Denny Carroll, Council Member
Selah: David Monaghan, Council Member
Sunnyside: Vicki Ripley, Council Member

Tieton: Ed Marquand, Council Member
Toppenish: Naila Duval, Council Member
Union Gap: Jack Galloway, Council Member
Wapato: Margaret Estrada, Mayor
Yakima: Patricia Byers, Mayor
Yakima County: LaDon Linde, Commissioner
Zillah: Janice Gonzales, Council Member

Meet Your 2024 Staff

Section 4, Item a.

Chris



Vicki



Byron



Raquel



Alan



Kathy



Geoff



Angelica



Jodi



Charity



Jeff



Mikaela



Maria



Alma



Tami



Shane



Albert



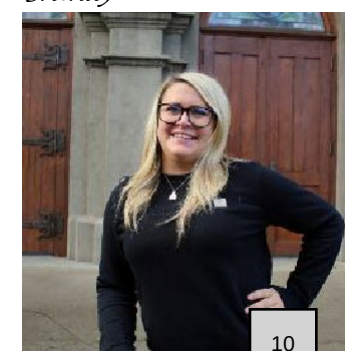
Keelan



Debbie



Brandy



The Yakima Valley Local Crime Laboratory

Section 4, Item a.



FIRST FULL OPERATIONAL YEAR!! The team at the local crime laboratory as well as our colleagues and administrators at the YVCOG are honored to be a part of this great endeavor to bring forensic technology to our rural law enforcement agencies.

Crime lab staff toured multiple interested parties through the local facility. The interest for how the Yakima Valley has collaborated to fight crime continues to increase. Governor Inslee was impressed with the ability for the lab to process

evidence rapidly for the valley and the results this lab producing. The discussion for reducing gun violence and other crimes in the valley was high on his list for needing solutions like this. He was enthralled with the collaboration between the local communities to embark on an endeavor like this.

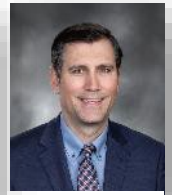


Federal, State and local elected officials toured the lab to learn about the results being produced.

Representative Chris Corry and Representative Steve Bergquist sat down with Kathy, Vicki, and Kristen after the tour to ask how they could help the lab to be a success. Our needs in 2024 consisted of funding for a new facility and funding to support three projects: analysis and data collection of firearms crimes, support for investigations for deaths related to fentanyl, and to support the rapid DNA work group. With the support of Representative Corry, the LCL received \$200,000 capital funding to help with design and remodel costs for a new facility located in Zillah. We also received \$375,250 to fund the three additional projects listed above.



Rep. Chris Corry
(R) 15th Dist.



Steve Bergquist
(D) 11th Dist.

Since October 2024, the YVLCL has been using a paperless laboratory management system (xBit) full-time, and staff will be training user agencies to access the online portal for laboratory requests in January of 2025. The laboratory management system will allow member agencies to submit and track evidence while it is being processed.



Current Size of Local Crime Lab

The laboratory team has also developed an online training platform to host training videos related to collection of evidence, packaging evidence to be submitted to the lab, Spillman coding, and other various trainings relevant to law enforcement needs. Videos will be released in 2025.

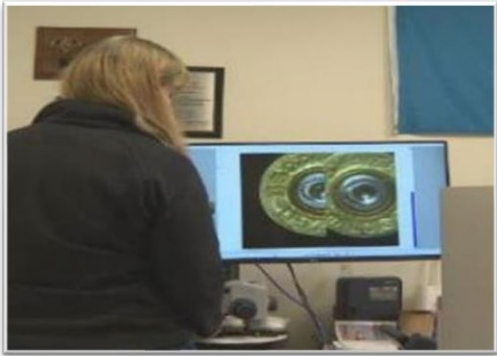
Forensics at Work

In 2024, officers responded to the local hospital in response to a shooting victim that had just arrived.

The victim provided a

statement, and officers recovered physical evidence at the reported scene location and video evidence to corroborate statements. Additionally, the Flock system was used to identify the suspect vehicle providing vital investigative information for follow up. Probable cause was established and a warrant for the suspect vehicle was granted. The suspect vehicle was located and involved in a pursuit. The vehicle fled through a hop field and officers lost visual of it.





The recovered fired cartridge cases from the crime scene were entered into NIBIN and had multiple associations with shooting events. One of the shooting incidents was significant in the number of casings recovered totaled 46 and were of different calibers. Technology used for this case included but is not limited to: NIBIN, DRONE, and FLOCK, combined with the timely response and processing of this data provided the needed probable cause for the vehicle warrant as well as the investigative lead for follow up for the officers and detectives involved.

The direct congressional funding received to support the rapid DNA work group allowed staff to continue to coordinate a state-wide Rapid DNA work group. With Rapid DNA being a new tool in Washington State, writing policies and procedures that align with state and federal best practices is imperative. Rapid DNA testing has been successfully used for years in other states, and Washington state is engaging in this space. The Yakima Valley LCL was the first to have the equipment running and verified, statewide.

The Yakima Valley LCL successfully receiving(ed) the Local Heroes Grant from GESA Credit Union. The funding received was used to help purchase lab supplies, DNA kit supplies, and web-based applications. Through the award and recognition from GESA, the LCL members were able to save \$8,000 in costs for supplies. The Yakima Valley LCL was also successful in being awarded the Yakama Cares grant for \$3,000. The award assisted in operation expenses including the cost of trainings, lab supplies, and online web applications.



Working with YACORPS, lab staff is currently facilitating a work group to review Spillman coding for gun crimes. The working group is coordinating and working to establish a universal coding system to pull accurate data and reporting to ensure data collection is efficient and reported accurately.

Since the local crime lab opened its doors, measuring success and accurately reporting data is a top priority. The 2023 and 2024 statistics for the Yakima Valley are:

2023 STATISTICS	
# of firearms/test fires:	96
# of cartridge cases:	465
# of NIBIN entries:	173
# of NIBIN leads:	107
NIBIN Lead rate:	62%
Cell phone analysis:	18
Investigative assistance:	16
Case Investigative Assistance:	16

2024 STATISTICS	
# of firearms/test fires:	279
# of cartridge cases:	1181
# of NIBIN entries:	469
# of NIBIN leads:	176
NIBIN Lead rate:	38%
Cell phone analysis:	86
Investigative assistance:	44
Case Investigative Assistance:	16
Rapid DNA samples:	16

What is “# of firearms/test fires”?

If a firearm is in law enforcement custody, trained staff shoots the firearm, in a controlled setting. The test fires provide a cartridge case to enter into the NIBIN instrument at the Lab. Agencies may submit test fires from a firearm or the firearm.

What is “# of cartridge cases”?

Evidence cartridge cases submitted from shooting scenes are screened into groups. A representative from the group is entered into the NIBIN.

What is “# of NIBIN entries”?

NIBIN is the National Integrated Ballistic Information Network controlled by Alcohol, Tobacco & Firearms (ATF). Trained staff insert the evidence or test fired cartridge case into the lab's NIBIN instrument. The NIBIN instrument takes high-resolution images exposing the markings stamped (like a fingerprint) on the cartridge case. These images are uploaded into the national database to cross reference similar images to reveal investigative leads.

What is a NIBIN lead?

Leads are unconfirmed associations between two or more cartridge case entries. Leads assist law enforcement to work together to investigate other gun crimes that could be associated with the same gun used in the investigation they are working on. NIBIN offers ballistic evidence giving law enforcement information they can then follow up during their investigation. This forensic evidence allows law enforcement to quickly piece evidence together when working on a crime involving a gun.

What does the “NIBIN Lead rate” mean?

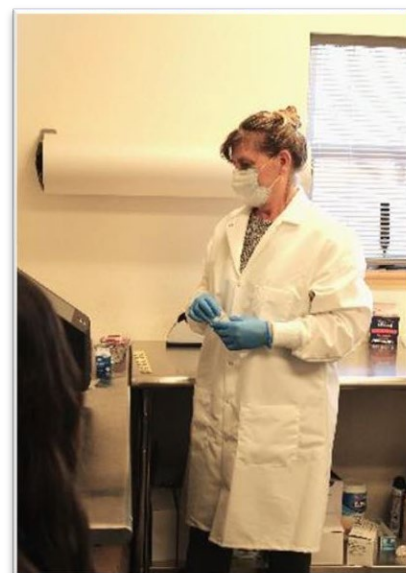
The lead rate determines the number of unconfirmed associations divided by the number of NIBIN entries. This indicates the possibility of multiple crimes connected in the Yakima Valley. The national average for NIBIN lead rates is 28%. Yakima Valley is 62% which could mean the same gun is used during different gun related crimes.

What is “cell phone analysis”?

Cell phone analysis assists law enforcement with extracting data from a phone, which is then given to law enforcement to assist them with gathering additional evidence.

What does “investigative assistance” mean?

Investigative assistance is the leg work provided to gather information, data, and forensic evidence for law enforcement with cases they are working on. Law enforcement can review information provided to them to determine if they would like to follow up on this information.



Strategic Facilitation



YVCOG assisted Selah by facilitating their Board Retreat in 2024. Selah had a new City Administrator and Councilmembers eager to learn about the direction Selah was heading. This process allowed discussions of the history of Selah's achievements, key people who made were instrumental

in successes, major projects completed, education of projects, resources available to them, how decisions they make impact the people they serve, and an opportunity to determine priorities. Through the process, the council did identify their goals and priorities. By envisioning what success would look like, the council outlined projects with timelines and how they would measure success.



The process permitted the administrator to have a greater understanding of the council's expectations. The council was able to share with their new administrator the preferred communication and processes they expect when they are asked to make decisions for the city.



It was an honor to serve **Selah** in this capacity. We look forward to watching their achievements in the future!



YVCOG was grateful to facilitate **Union Gap's Board Retreat**. Council members identified the required needs of the community and listed some of the wants they believed the residents have. They discussed the current climate in Union Gap. By identifying current political factors, and regulatory trends, they were able to discuss how this can play a part in their ability to perform their role.

The council members then discussed and identified the actual role and responsibilities for a governing body. This allowed them the opportunity to understand what the community and staff need from the elected officials to perform their duties.

The council members and senior staff discussed the strengths of staff, community groups, leadership, and assets. They acknowledged ways to improve Union Gap by viewing the problems identified as opportunities in the future.



The participants were able to identify multiple opportunities within the City of Union Gap after this exercise. The discussion centered around outstanding staff, great partnerships, and their commitment to focus on the needs of the community.



After discussing the opportunities they identified, there was excitement for the future. Union Gap made the decision to identify two long-term goals and two short-term goals. As they agreed to these terms, they took time to envision the future once their goals were met.

It is a pleasure to work with **Union Gap** to achieve their identified goals and priorities for years to come!





YVCOG has had to honor to facilitate **Grandview’s Board Retreat** for the past three years. Watching Grandview to achieve the goals they set for staff has been exciting! Grandview has continued to demonstrate a clear focus on the goals and direction of the city. The council began the retreat by reviewing accomplishments from the past year.

Revisiting the previous year’s decisions and goals identified during the 2023 retreat provided accountability for the past year’s actions taken by Council.

Department heads completed a SPOT (strengths, problems, opportunities, and threats) with their staff and provided this information upfront to the City Manager and for the retreat.

The retreat allowed each department to share strengths with the Council before beginning to discuss their budget requests for 2025.

All the departments mentioned dedicated staff and partnerships as a strength.

The problems and threats identified for each department became opportunities for growth. By recognizing these issues, Grandview will have an opportunity to continue to move forward as a sought-after and desirable city to live in.



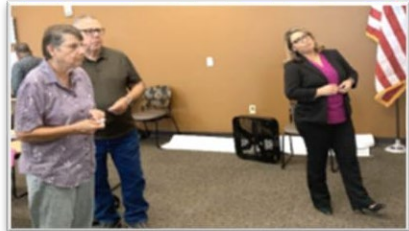
The council took the time to discuss the opportunities staff presented for each department and continued to discuss other opportunities they may have. The council recognizes the growth for the city will require an investment in staffing, services, equipment, water, sewer services, roads, infrastructure, recreation, public safety, emergency services, housing, and economic development opportunities.



Council discussed *Community Education* vs. *Community Engagement*. Wanting to be transparent and informing the community about events is important to those who were in attendance.

The council had a presentation regarding the American Rescue Plan Act projects, funds that needed to be spent, and how to spend the remaining ARPA funds within the final guidance eligibility rules. and for the final guidance.

Once the retreat was finished, they had set their 2025 priorities. Working with **Grandview** is always a pleasure!



YVCOG structures facilitations to fit the needs of each municipality. Depending on the desired outcomes for the meeting, YVCOG brings in different exercises for the group to participate in. By the end of the meeting, the group will have actionable steps to accomplish their priorities or goals determined by the group participating.

Multimedia

YVCOG created a means for members to engage the public using media. Knowing the importance of keeping the public current on the projects or priorities in government, we knew we could assist by sharing many of the incredible things that we do in our communities. Ranging from Land Use Planning to Transportation to Housing to Community Engagement and so on!

YVCOG was able to offer many types of media coverage.

Photography/Videography

Shane, Media Specialist, was able to travel to most outreach events that YVCOG participated in, capturing footage. Our focus is to spotlight what is happening in your communities and how people can participate.

Shane also has the task of taking professional headshots for our staff. If this is something you would be interested in having him perform for your elected officials and or staff, please reach out to me.

CogCast

Chris has been hosting CogCast. We have produced 6 episodes. Averaging 65 views per episode, we expect the views to increase as people learn they can learn about what is going on in the City/Town/County.

Our first 4 guests were COG employees:

- Vicki Baker
- Byron Gumz
- Jeff Watson
- Angelica Saldivar



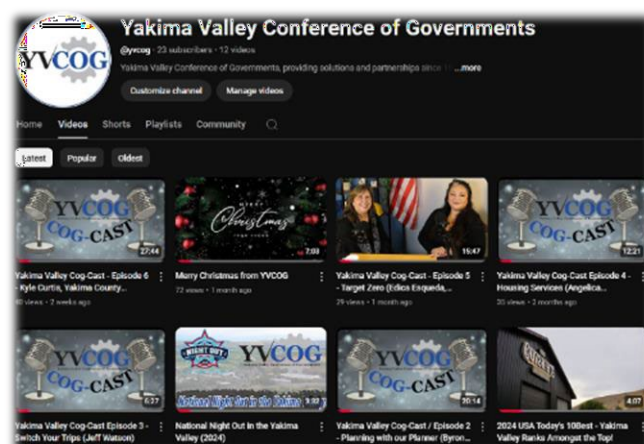
Our last 2 CogCasts are from outside of our organization:

- Edica Esqueda, Impaired Driving Program Manager
- Commissioner Kyle Curtis, Yakima County



Social Media

Shane managed our Facebook and YouTube accounts. He has attended government based social media trainings/webinars. We made daily/weekly posts on our platforms. Our focus was to continue growing an online presence for YVCOG and to engage with our communities using this modern form of outreach.



YVCOG Website



YVCOG YouTube



YVCOG Facebook

20-YEAR REGIONAL TRANSPORTATION PLAN ADOPTED!

YVCOG adopted its new 2024-2045 Metropolitan & Regional Long Range Transportation Plan (M/R LRTP). The LRTP document addressed our region’s jurisdictions and transportation agencies’ current and future planning opportunities over the next 20 years. In a myriad of transportation areas including

- Road/Bridge Maintenance, Preservation, Construction and Expansion
- Airport Facilities and Services
- “Potential” return of Passenger Rail Services lost in 1981.
- Trails, Pathways and Bicycle Facilities
- Environmental and Wildlife Mitigation and Protection
- Local/Regional/National/International Freight Movement
- Public Transportation (Regional and Intercity Transit Services / Micro-Transit / Active Transportation
- Electric/Hydrogen Vehicles and Fueling infrastructure / Automation Technologies.



The document anticipates over \$2.937 Billion in needed transportation investments over the planning period to keep the region’s comprehensive (multi-jurisdictional) transportation system(s) in a “state of good repair”, accessible to all users, and sustainable.

YVCOG ENGAGED IN STATEWIDE AND MULTI-STATE TRANSPORTATION PLANNING

2024 was in very active year for YVCOG Staff in participating in Local, State, and Multi-State Transportation issues with significant impact to our member jurisdictions.

SR12 / Naches Active Transportation Corridor Study:

YVCOG sponsored this WSDOT/Naches/YVCOG partnership effort that identifies performance gaps in active transportation, access management, mobility, and safety along and across US 12 in and adjacent to the Town of Naches.



WSDOT Intercity Bus Plan Update:

YVCOG’s Transportation Manager was a steering committee member of the update of 2019 document, the IBP evaluated existing intercity transit services statewide, revisited potential route expansion alternatives that came out of the 2019 update, explored how to restore meaningful service across the state, and examined the feasibility of adding service in the Yakima Valley and along the 1-90 corridor.

Federal Rail Administration’s (FRA) Long Distance Route Study:

YVCOG’s Transportation Manager was a participant in the (7-state) NW Regional Workgroup that evaluated the restoration of daily intercity passenger rail service and the potential for new Amtrak long distance routes. With a long-term vision for long-distance passenger rail service and identify capital projects and funding needed to implement that vision. The former “Stampede Pass” rail corridor between Auburn and Pasco (via the Kittitas and Yakima Valley’s) was identified as one of 15 corridors nationwide that will be further considered for planning and future funding opportunities.

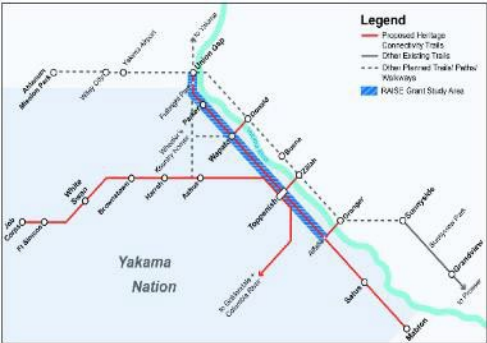


Commercial Aviation Coordination Commission (CACC):

The CCAC was created by the state legislature in 2019 to solve a forecasted shortage of capacity for commercial air passenger service, air cargo, and general aviation, including recommending an ideal location for a new international airport. YVCOG is providing regional multimodal transportation planning support to the City of Yakima’s efforts as a potential candidate airport for CCAC consideration. YVCOG’s Transportation Manager is in consideration as a metropolitan planning organization representative on the committee.

Yakama Nation Heritage Connectivity Trail (HCT):

The HCT is a multi-agency cooperative effort of the Yakama Nation along with WSDOT, Washington Traffic Safety Commission, National Park Service, Yakima County, Yakima Health District, Eastern Washington University, and YVCOG focusing on addressing priorities reducing potential for vehicle and pedestrian crashes in support of reconnecting cultural, spatial, and recreation areas within the Yakama Nation boundaries and neighboring communities. YVCOG staff provides technical and regional planning assistance to member jurisdictions and is a member of the HCT Steering Committee.



Yakima Greenway Master Plan Update:

The 2024 Greenway Master Plan Update addresses historic mission goals of preserving and enhancing the Yakima River, its tributaries, and surrounding landscapes since 1980. The Greenways master plan was last updated in 1995 and is addressing an expansion of the greenway’s service area, capital & land use needs, and impacts/strategies caused by to environment, ecological and user issues. YVCOG Transportation Program is an ex-officio member of the Yakima Greenway Board of Directors. Staff provides technical and regional planning assistance to the Greenway staff and board

\$7.75 Million in Federal Funding Awards in 2024

Member jurisdictions were awarded **\$7,748,335** in Surface Transportation Block Grant (STBG), Congestion Mitigation & Air Quality (CMAQ) and Transportation Alternatives Program (TAP) in 2024. Funding awarded included:

STBG – Surface Transportation Block Grant

• City of Grandview – Old Inland Empire Hwy - Construction (Augmentation Award)	--	\$ 63,000
• Town of Naches – Naches Trail Improvements – Construction (Augmentation Award)	--	\$ 225,000
• City of Selah – First Street Resurfacing	--	\$ 714,012
• City of Sunnyside – 1 st Street & YHV Intersection Improvements (partial)	--	\$1,221,478
• City of Tieton – Wisconsin Ave Reconstruction	--	\$1,717,950
• City of Union Gap – Regional Beltway Phase 2 Stage 2b – Right of Way	--	\$1,623,705
• City of Yakima – E Nob Hill & Fair Ave Intersection (Augmentation of 2013 Award)		-\$1,000,000

CMAQ – Congestion Mitigation and Air Quality

• City of Union Gap – Regional Beltway Phase 2 Stage 2b – Right of Way	--	\$ 696,225
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TAP – Transportation Alternatives Program

Section 4, Item a.

- Town of Naches – Naches Trail Improvements – Construction (Augmentation Award) -- \$ 65,000
- City of Yakima – Bicycle Traffic Markings (aka “Green Paint”) Project -- \$ 46,965
- City of Yakima – Yakima Valley Trolley Bridge Rehabilitation -- \$ 375,000

In December 2024, YVCOG announced a new call for projects for the CMAQ program that would award Federal Fiscal Year 2025 and 2026 funds. YVCOG’s MPO jurisdictions are eligible for CMAQ funding.

Also, the new [Federal] **Carbon Reduction Program (CRP)** grant was announced in December. The CRP Grant provides funding for transportation projects designed to reduce carbon dioxide emissions. The CRP is the first federal funding programs in which metropolitan **and rural** jurisdictions are eligible for carbon emissions funding.

YVCOG Member Jurisdictions Moving Transportation Forward

Six Projects Obligated

\$ 2,021,535 in YVCOG administered federal funds in 2024

- \$861,435 - Jurisdictional sidewalks, pathways, and trail improvements
- \$600,000 - Regional Planning (traffic modeling, count, various studies, multimodal workgroups)
- \$450,000 - Air Quality (dust abatement) paving
- \$110,100 - Pedestrian (crossing) Safety

TRAFFIC COUNTS:



YVCOG again contracted with a traffic counting firm to provide regional traffic counts for our members. In 2024, the Regional Traffic Count Program performed 242 tube counts, turning movements, and pathway video counts for all 14 municipalities.

Member jurisdictions use this data to determine traffic volumes on street systems, project effects of land use changes, and measure mobility impacts. They then use this data to help determine different future project needs for roads, sidewalks, trails, and transit corridors.

The Traffic Count Program will be extended through 2025 to assist members with their needs.

Other Highlights:

- ❖ YVCOG updated and adopted its [Federal] Title VI Plan in September
- ❖ Performed Request for Proposals (RFPs) and selected consultant (TranspoGroup) for both:
 - The Yakima Valley Regional Safety Action Plan developing federal funding eligible safety projects and programs benefitting all member jurisdictions, Yakama Nation, WSDOT, and other transportation stakeholders (to be completed by Summer 2026)
 - Update the 2015 Commute Trip Reduction Regional (YVCOG) and Jurisdictional (Yakima, Selah, Union Gap, Moxee, Yakima County, and Toppenish) Plans for adoption in Spring 2025
- ❖ Develop and submitted a WSDOT Public Transportation Consolidated Grant to fund the ***Yakima Valley Regional Transit Feasibility Study Phase III***, that will look at opportunities and strategies in developing new public transportation revenues and operations.
- ❖ Continued participation in numerous transportation stakeholder and jurisdictional transportation groups addressing multiple multimodal transportation topics including:
 - City of Yakima Pedestrian & Bicycle Advisory Committee
 - City of Yakima (Transit) Citizen’s Advisory Committee
 - WSDOT Commute Trip Reduction / Transportation Demand Management (CTR/TDM) Executive Committee, Technical Committee (member), and Implementer Committee (member)
 - Yakama Nation Tribal Transportation Safety Committee
 - Statewide MPO Committee and RTPO Committee
 - Washington State Courts “Transportation Access to Services” Workgroup (Yakima County Area)
 - Yakima County Local Emergency Planning Committee (LEPC)
 - Yakima Bikes and Walks Citizens committee
 - Statewide Wheel Options “Switch Your Trips” Committee
 - DRYVE & TRANS-Action Transportation Advocacy Committees



Switch your Trips Activity October 1 – 31, 2024

FY 2024 Budget vs. Actual Expenditure Comparison Table				
	Task	FY 2024 Planning Budget	Actual Expended	Budget vs. Expended Variance
1	Program Administration	\$ 588,187.00	\$ 642,048.26	\$ (53,861.26)
2	Data Collection and Analysis	\$ 432,705.00	\$ 205,354.36	\$ 227,350.64
3	Develop SFY 2024 UPWP / Annual Reports & Updates	\$ 25,511.00	\$ 83,235.36	\$ (57,724.36)
4	SRTS/CS/PM Jurisdictional Assistance Activities	\$ 66,189.00	\$ 90,590.96	\$ (24,401.96)
5	HSTP Activities & Planning / Consolidated Grant	\$ 21,280.00	\$ 5,452.49	\$ 15,827.51
6	Yakima County Transit Feasibility Study – Ph 2	\$ 5,000.00	\$ 6,109.91	\$ (1,109.91)
7	Commute Trip Reduction [CTR]	\$ 162,889.00	\$ 57,055.92	\$ 105,833.08
8	Regional Corridor Studies / Multi-modal Activities	\$ 374,645.00	\$ 23,771.27	\$ 350,873.73
	Totals	\$ 2,079,869.00	\$ 1,113,676.49	\$ 966,192.51

SWITCH YOUR TRIPS WA

Leave the car at home during October and reap the benefits of trying other modes of transportation! Complete and log at least ten trips using a qualifying travel option and be automatically entered to win amazing prizes.

Oct. 1-31

\$1,500 GRAND PRIZE

E-bike, \$500, \$250, \$50, \$25 prizes, social media prizes, and more!

Learn more at SwitchYourTrips.com

Contact Jeff Watson, YVCOG, at jeff.watson@yvcog.us or (509)759-7909

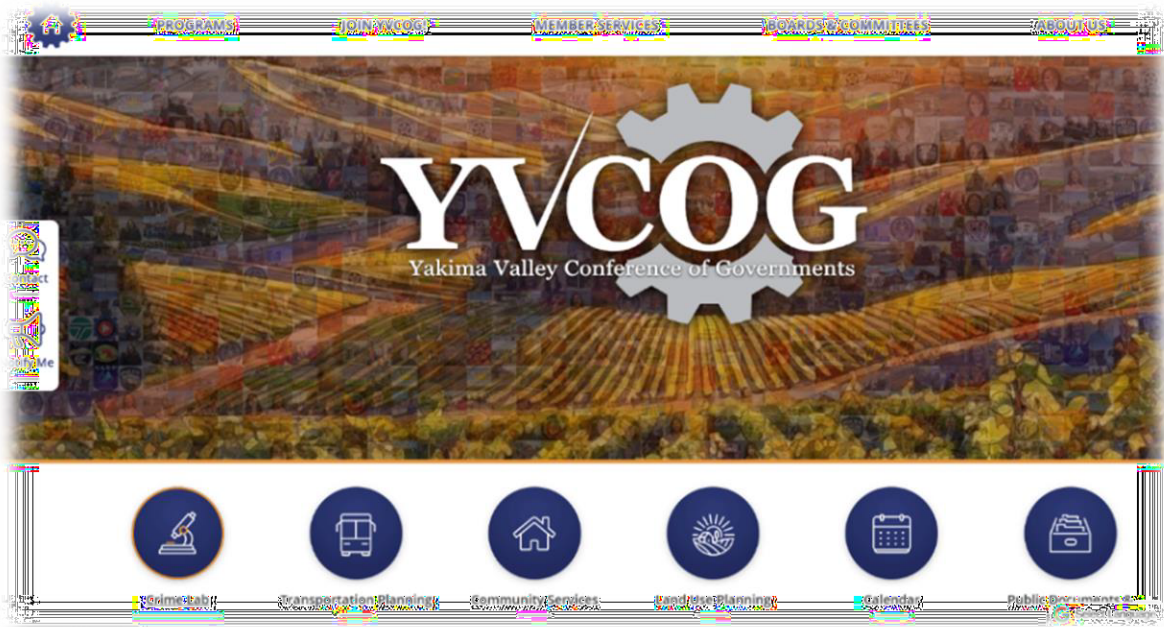
Eligible modes include: Carpool, vanpool, bus, train, light rail, foot ferry, bicycle, walking, rickshaw, skateboarding. Qualifying trips include: Commutes, errands, and any trip where you would have usually driven alone but are instead choosing a sustainable trip mode. You must be traveling to and from a destination.

YVCOG Website

yvcog.us

YVCOG went through a complete overhaul of our website. This was one of our goals for 2024 and the site launched mid-2024. We believe it to be more user friendly and easier on the eye. While we are constantly making improvements, we would like to hear from you.

What would you like to see on our website? Are you having any issues navigating the page? Can't find something? Do you have any suggestions?



Website Maintenance & Development

Jodi, our Communications Specialist, has played the biggest part in the development of our refined YVCOG website. It was a long process that took much time and effort focusing on developing something fresh and appealing to our viewers!

Jodi continues to make webpage updates daily, keeping our links up to date, agendas posted, information cycling, fun images to bring life to our page, and so much more!

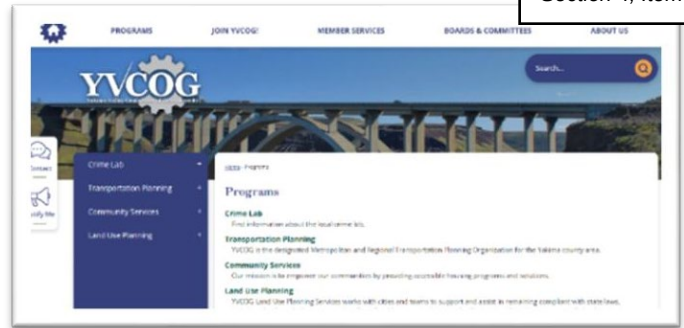
This year we were able to get several employees cross-trained to also update the webpage as needed.



Programs

All our programs are featured on the website:

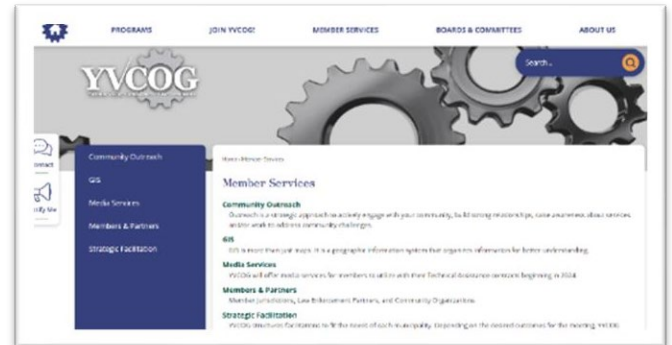
- Crime Lab
- Transportation
- Community Services
- Land Use Planning



Services

Similarly to programs, we also choose to feature each of the services that YVCOG provides to members. Within each of these services you will find a linked page that has an overview.

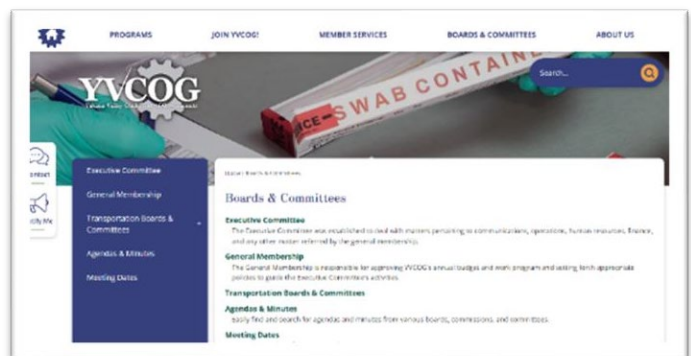
- Media Services
- GIS
- Community Outreach
- Members & Partnerships
- Strategic Facilitation



Boards & Committees

Each of these boards has their own page, with an overview highlighting the Members, Agendas and Minutes.

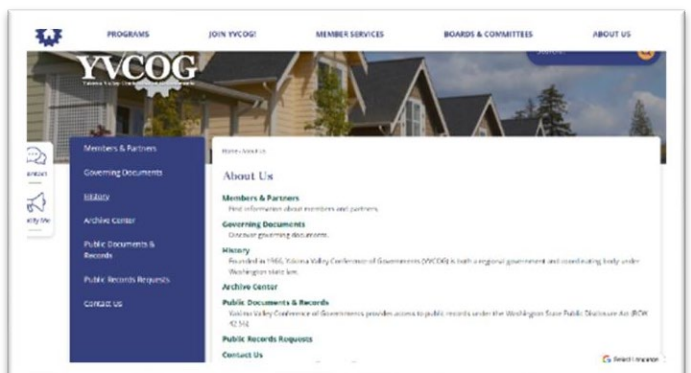
- Executive Committee
- General Membership
- Transportation Boards & Committees
- Agendas & Minutes
- Meeting Dates



About Us

Here is where you will find everything else. Each link taking you to a page of its own!

- Members & Partners
- Governing Documents
- History
- Archive Center
- Public Documents & Request
- Contact Us



Land Use Planning

Planning for anticipated population growth under the Washington State Growth Management Act (GMA).

In 2024, two major Land Use Planning efforts began: the Periodic Update and the Climate Element. These projects started in 2024 and will continue into 2026. The Periodic Update is mandated by the Washington State Growth Management Act (GMA) to make sure that all of the changes to the law over the last 8 years are reflected and are within each jurisdiction’s Comprehensive Plan, Critical Areas Ordinance, Subdivision Ordinance, and Zoning Ordinance. YCVOG is assisting Grandview, Granger, Harrah, Mabton, Naches, Tieton, Union Gap, and Wapato with this update effort.

Deliverable
D1: Periodic update work plan
D2: Public participation plan
D3: Critical Areas Checklist
D4: Comprehensive Plan Checklist
D5: Population allocation and Housing allocation
D6: Land Capacity Analysis



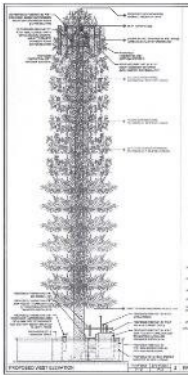
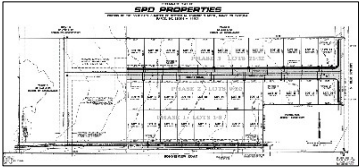
The Climate Element is a new element within each jurisdiction’s Comprehensive Plan. The purpose of the Climate Element is to identify ways in which each city or town can be resilient when reacting to impacts from changing weather and climate. A community survey was conducted in 9 of our cities and towns to identify what impacts the citizens are experiencing firsthand. YVCOG is assisting Grandview, Granger, Harrah, Mabton, Naches, Selah, Tieton, Union Gap, and Wapato with their Climate Elements. Wildfire, drought, flooding, and extreme temperatures are some of the impacts that have been identified so far.

YVCOG provided land use planning for many of our communities throughout 2024 to ensure that they remained compliant with the Growth Management Act (GMA), their Comprehensive Plans, and their development regulations. Some of the services we provided included processing conditional use permits, subdivisions, annexations, rezones, and text amendments to Comprehensive Plans and development regulations.

Some of the specific projects we worked on are listed below:



In **Grandview**, we updated development standards for the R-1P Zoning District to allow for residential development on existing lots, we rezoned 180 acres for future residential development, permitted a 100-foot communication tower, and processed a 32-lot subdivision. We also saw several inquiries into multifamily development and local retail and service businesses.



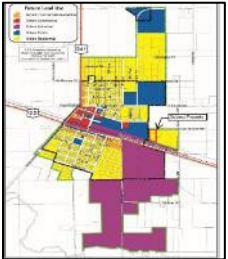
Granger had a busy 2024, with six subdivisions creating 15 lots being processed, permitting a residential mini-storage facility, assisting with boundary line adjustments, and permitting a new brew pub near the city center. There were several inquiries into retail development, such as a flea market and a strip mall, as well.



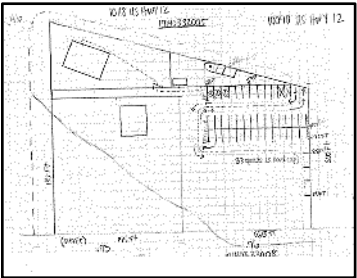
YVCOG’s planning team worked with **Harrah** in 2024 on the Periodic Update and Climate Element.



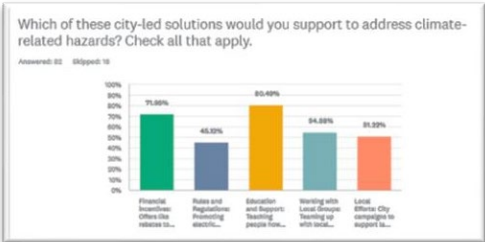
Mabton projects this past year varied, they included: boundary line adjustments to annexations and subdivisions. The city annexed 5 acres of land that will be subdivided into 21 new lots. Mabton is also working with a property owner to create 31 lots for residential development. There have also been several requests for assistance with development on existing lots, including single-family residences and accessory dwelling units.



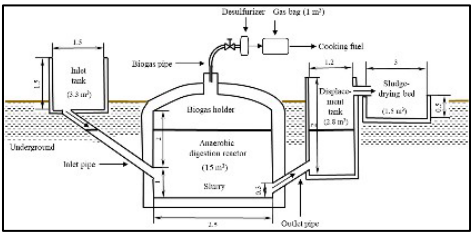
Naches requested assistance with a proposal to re-purpose a service station into a café. We assisted with a review of parking requirements and potential issues with Shoreline jurisdiction of the Naches River.



YVCOG is assisting **Selah** with the creation of their Climate Element.



YVCOG’s Land Use Planning assistance for **Sunnyside** was related to a review of environmental documents for an anaerobic digester to be located within the city, as well as providing guidance on a multifamily development application and potential wetland issues for development of a property within the city.





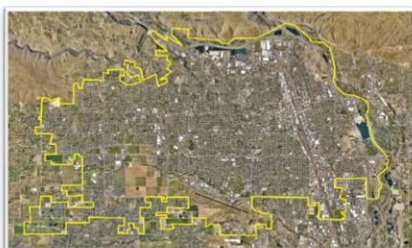
YVCOG worked with **Tieton** to obtain a grant to update its Zoning Ordinance to allow Middle Housing within the city. We also processed an application to place a 120-foot communication tower within the city.



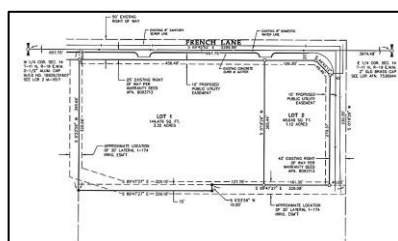
Union Gap saw a lot of development in 2024, including new warehouses and shipping and receiving facilities for new and expanding businesses, several RV and boat storage facilities, a carwash, new restaurants, the expansion of a manufacturing plant, and a clinic. There were four subdivisions approved that created 8 new lots for industrial and manufacturing uses. We also assisted with updating the Flood Hazard Ordinance and updating development regulations within the Airport Safety Overlay.



YVCOG worked with **Wapato** throughout 2024 to update its Parks and Recreation Comprehensive Plan. We also permitted a new daycare facility and the expansion of another daycare, processed a rezone to allow residential development, and approved a subdivision for the construction of homes.



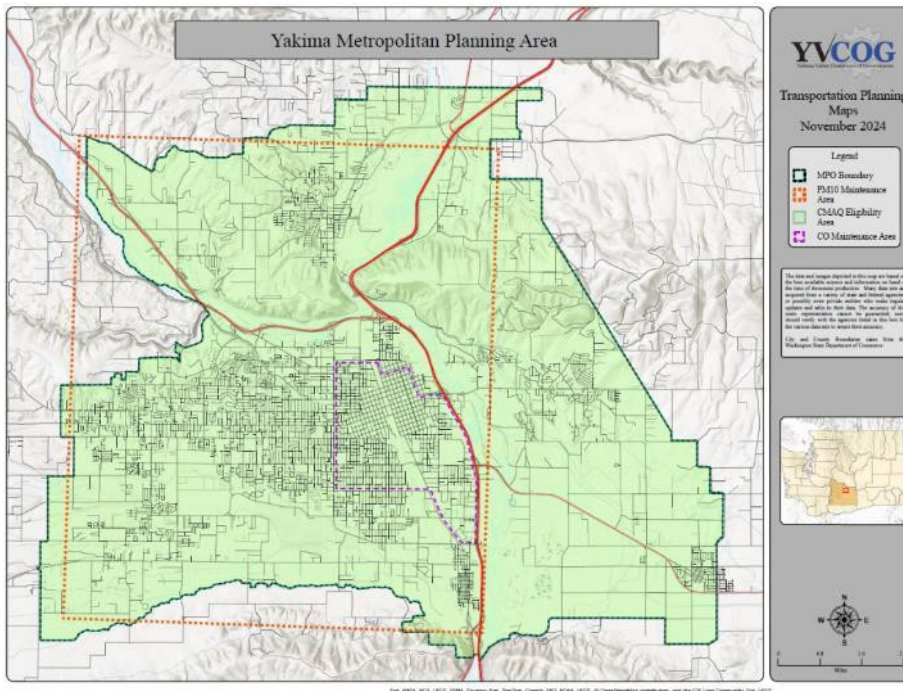
Yakima requested that YVCOG staff present training at a Planning Commission meeting.



YVCOG took 2024 as an opportunity to migrate to an enterprise account that will allow our members to create different scenarios with their data. 2024 was between the new Unified Planning Work Program (UPWP) for transportation and the Periodic Updates (Comprehensive Plans). Moving into this new environment provides our members more access to their data and our hope is, to make mapping more convenient.



As we transitioned to this new platform, we continued to produce maps needed by our members or within the specific programs here at the COG.

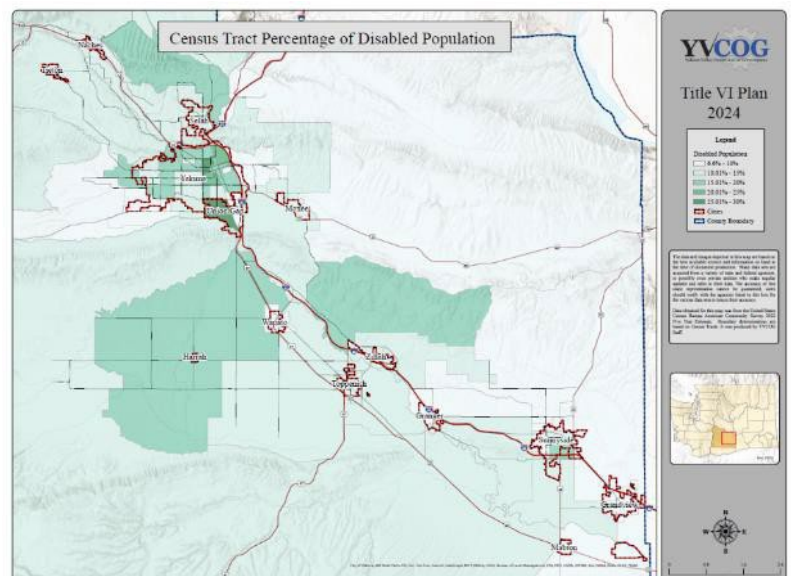


The map to the left shows the metropolitan planning area (MPO) in the Yakima Valley. The jurisdictions in the MPO includes Moxee, Naches, Yakima, Selah, Union Gap, and Yakima County.

The map below is a visual of the census tract identifying the disabled population living in the Yakima Valley. This information is important as we look at being able to support our members who provide services to these individuals.

GIS responsibilities include analyzing, planning, organizing and managing databases; writing and maintaining application programs; and creating maps, graphs, charts, and/or web-based applications and interfaces used in meeting the needs of the YVCOG/YVLCL (Yakima Valley Local Crime Lab) programs.

We create maps and dashboards, while maintaining an orderly GIS database with our members most current information



In 2024 YVCOG's mission remained steadfast in fostering stronger, safer communities through direct engagement with local communities and law enforcement. Our focus was on building partnerships, improving community resilience and ensuring a safer environment for communities. Our key activities included facilitating community block watch groups, coordinating neighborhood cleanups, community engagement activities and addressing graffiti abatement beautification areas.



- Block Watch- We worked closely with law enforcement and community members to create community block watch groups. These groups have empowered residents to take an active role in their own safety and learned the importance of collaboration with law enforcement.



- Community Cleanups- We worked closely with the City of Sunnyside and collaborated with various partners to host a community cleanup this past fall. It was a successful event that allowed community members to have a sense of community pride.
- Community engagement- We attended an estimate of 26 community engagement activities throughout 2024 and engaged with an estimate of 2,000 community members.
- Graffiti Abatement and Prevention- We have been working with various communities in identifying hotspot areas for graffiti. We continue to work with law enforcement community members and local artists to collaborate on prevention and abatement efforts.



The collective efforts of community members, local businesses, law enforcement and YVCOG have led to significant improvements in neighborhood safety, community pride and unity. We look forward to building on this success in 2025, expanding our efforts and continuing to create safer vibrant communities.

Community Outreach and Engagement

YVCOG provides “Outreach Services” for all programs and services throughout the Yakima Valley. Throughout 2024 outreach services were provided for many of our programs and services. Outreach was provided throughout the valley for our Transportation, Planning, Housing and CLEP programs.

For Planning, outreach was provided for the Climate Element. YVCOG is working with 9 jurisdictions throughout the valley to anticipate challenges that may arise from extreme temperature events, wildfire, wildfire smoke, precipitation patterns and other potential climate related hazards. A survey was provided so communities can express their opinions on these issues.



Through the CLEP grant, outreach was done to inform and educate communities on the importance of collaborating and building relationships with local law enforcement agencies. Our efforts have significantly strengthened relationships between community members and law enforcement. It has been a rewarding experience to collaborate and contribute to a positive change.



For the Housing program we were able to support events to network and share our housing programs here are YVCOG. Through collaboration we can achieve the needs of our community by building and strengthening partnerships throughout our communities.

The importance of “Outreach” is to connect with our community, build trusting relationships and give the community a voice regarding their community.

Housing Services Programs

YVCOG administers two housing rehabilitation programs. These programs provide essential home repairs for senior and or disabled individuals. These programs have been able to support 30 homeowners with needed emergency and health related home repairs.

The impact that these programs have provided is instrumental. These programs reduce financial stress, enhance the quality of life, preserve homes and most importantly the safety and wellbeing of individuals. These programs provide a safe, stable living environment while empowering participants to maintain their independence.

CDBG Emergency Repair Program

Eligible Repairs: no heating or air conditioning, no water, plumbing, roofing, no electricity or electrical problems, ADA accessibility, and other repairs for hazardous conditions as determined by the housing manager.

Program requirements consist of the following: Applicants must be Age 55 or older, disabled, or parent of disabled person, be the homeowner, reside in the home all year round and meet the income limits as established by HUD (US Department of Housing and Urban Development).



Kresge Healthy Homes Program

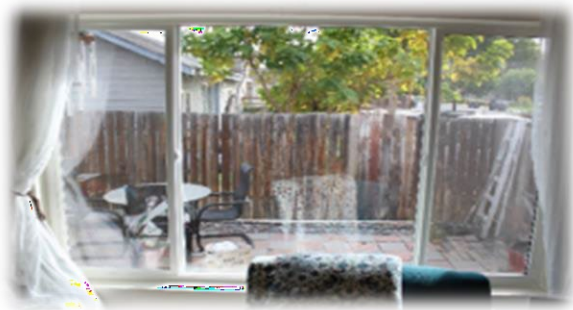
Eligible Repairs: Wheelchair ramps, widening of doorways, mold and asbestos remediation, ventilation, water quality, handrails and grab bars, other repairs for hazards that are detrimental to your health will be determined by the program Housing Manager.

Program requirements consist of the following: Be the legal homeowner, reside in the home all year and be at or below 60% of the Federal Median Income.



Success Stories and before and after....

Mold window replacement, the applicants window casing and windowsills were literally crumbling....



This applicant had gone without hot water for more than a year. This application was referred by a local agency, we had shared our resources with. Our program was able to assist the applicant with a new efficient water heater. This applicant shared how good it felt to have hot running water. The first thing the applicant did was take an hour-long shower.

Door replacement was needed for this applicant. As you can see the door was extremely weathered and in need of replacement.



These are some of the gratitude letters we received from the applicants we were able to through these programs. Being able to make a difference in these people's lives is such a reward to us. This is all possible through our continued support through our communities.

✓ Thanks for being
 here and please don't
 close the doors to us &
 people like us. You just
 might save a few more
lives
 Thank you

P.S. The new
 doors made
 me cry tears of
 love for people
 like your agency.
 Alma has a special place in my heart
 that only she can have.

To whom it may concern:

I [REDACTED] am glad that I was eligible
 for the program. I had very old windows that
 were over 30 years old. In the winter time the
 glass would get foggy with condensation & it
 would get moldy around the frames. I was
 always having to clean up the mold or paint
 over it, but it would always come back. I
 heard about the program from a friend that
 told us you might be able to assist me with
 my old windows. I hope that the program can
 continue to help other families in need of help.
 Thanks to the program & the workers my
 home stayed cool this summer & it will be
 warm this winter. 7

Taking care of those who took care of us....

Dear Elma,
 I want you to know how much you have ease my mind. Because of you and your program I have no more worries about my bathroom floor.
 the contractor you send were polite + professional, they did a wonderful job.
 the kindness + generosity from this program will forever be in my thoughts.

Thank you so much.

To who it may concern, I received much needed help thru this program. my roof was painted by a local contractor who did a very good job. we recently had a thunderstorm and no leaks. my ceiling in my bathroom was also in disrepair and the program sent a local contractor who the men did a good job of repairing and taking out the old ~~exhaust fan~~ exhaust fan, patching the ceiling.
 Thank you

Evaluation Report 2024



Wellness Program Activity

100% of YVCOG staff members reported participating in as many or more wellness program activities in 2024 than in 2023!!!

**\$35 Wellness Reward Redemption
in 2024**

67%

Wellness Program Mission:

YVCOG employees actively pursue all dimensions of well-being to thrive in their everyday lives.



All staff members
report positive
Wellness Program
satisfaction

'I really enjoyed the
Unplugged Sleep
Challenge – it
helped me learn
about my sleeping
patterns.'

*YVCOG staff
member*



Future Priorities

I am excited to share 2025 priorities with our membership!

WORKFORCE DEVELOPMENT is an opportunity to engage and introduce people to the career sector of public service in government offices. Our objective is to partner with colleges and universities to offer work study internships, paid internships, and or work-based learning opportunities for individuals who would like to gain experience in their field of study. To begin, we will focus on government planning and government accounting, as these sectors have been identified as needed in our communities.

TRANSPORTATION YVCOG will award nearly \$5 Million competitive grant funds through Congestion Mitigation & Air Quality (CMAQ) to MPO Jurisdictions and Carbon Reduction Program (CRP) to any member jurisdiction early in the new year. Both programs can benefit by reducing airborne contaminants and/or reduce carbon emissions among other eligible projects/programs. The CRP program is a new federal funding program YVCOG is responsible to allocate/award, and the first “air quality” funding pot available to all member jurisdictions (urban or rural).

YVCOG also looks forward to involving our members, transportation stakeholders and the public in the development of the Yakima Regional Safety Action Plan (RSAP) and the Yakima Valley Regional Transit Feasibility Study Phase II (TFS Ph II). The RSAP will look to inventory safety needs and issues, seek mitigation strategies and improvements, and expand public awareness and safety knowledge in our region’s multi-modal transportation infrastructure.

PLANNING YVCOG Staff will continue our progress on the Periodic Update, the mandated update to member jurisdictions’ Comprehensive Plans, Critical Areas Ordinances, Subdivision Ordinances, and Zoning Ordinances, as well as developing the new Climate Element. In 2025, work for the Periodic Update will include the completion of a Land Capacity Analysis, a Housing Allocation, and mark the start of editing existing plans and ordinances to reflect changes in state law. The Climate Element effort is well underway, with a community survey providing responses to identify and prioritize how cities and towns want to create resiliency to changing weather and climate, such as wildfire and extreme temperatures. Both the Periodic Update and Climate Element are fully funded through grants from the Washington State Department of Commerce.

GRAPHIC DESIGN YVCOG staff can assist members with flyers and pamphlets. We have the hardware and software built for editing both picture and video. This too we are steadily improving the quality of.

COMMUNITY LAW ENFORCEMENT PROGRAM (CLEP) OUTREACH YVCOG will continue to develop and foster relationships with communities and law enforcement. Our continued emphasis will be on creating and supporting community block watch groups, by providing communities with the necessary knowledge and tools. Graffiti abatement and prevention is another goal. YVCOG will pursue another CLEP grant to continue engaging communities and law enforcement.

HOUSING We will concentrate on securing additional funding to sustain our current programs. YVCOG was awarded in late 2024 an additional home rehabilitation grant and it is well underway.

YVCOG will also prioritize affordable attainable housing by fostering existing partnerships and new partnerships to bring more housing options to Yakima Valley.

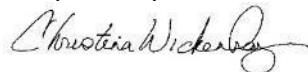
TARGET ZERO

Our primary focus as the host agency for the Target Zero program in partnership with the Washing Traffic Safety Commission is to educate and engage on the importance of traffic safety. We will be utilizing data to foster a plan to work towards the goal of Zero deaths Zero Fatalities by 2030.

NEW FACILITY YVCOG will be working with our federal, state, and local governments to obtain funding for a new facility. It is necessary to continue services for the Crime Lab in an efficient manner. Our contract for the current space leased ends in 2026, when we will be required to vacate the location. The current facility has limited space for the growing forensic science taking place. Currently, staff is crammed into the 535 sq. ft space, impacting the growth in services taking place. Our objective is to stay centrally located in the valley to assist all members and continue the great service taking place while providing continued results for the valley.

LOCAL CRIME LAB The first quarter of 2025, the YVLCL will be focused on developing more content on our website and preparing the laboratory for accreditation application in late spring. The YVLCL team will continue to cross train personnel in multiple service areas to increase the capacity and timeliness of the current technology services offered.

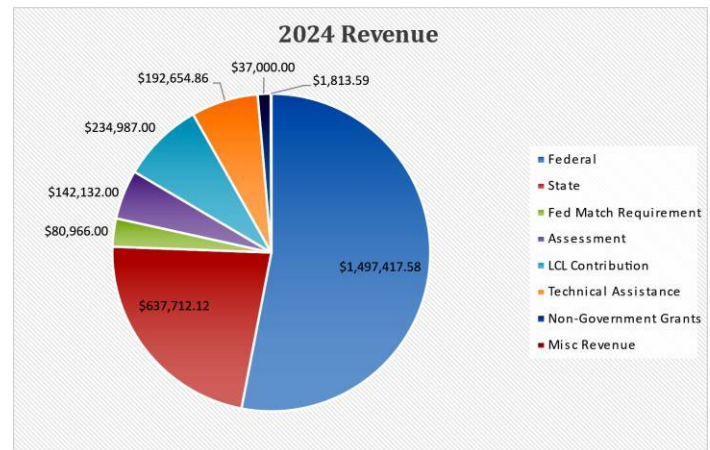
Thank you for your continued support!



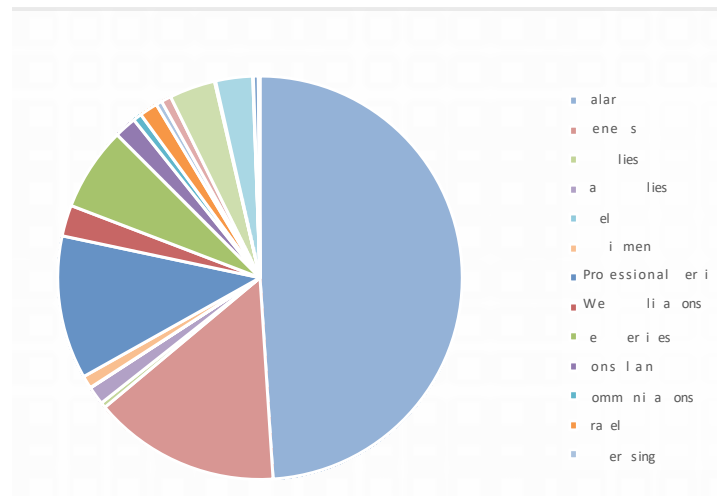
2024 Revenues & Expenses

Section 4, Item a.

2024 Revenue	
Federal	\$ 1,497,417.58
State	\$ 637,712.12
Fed Match Requirement	\$ 80,966.00
Assessment	\$ 142,132.00
LCL Contribution	\$ 234,987.00
Technical Assistance	\$ 192,654.86
Non-Government Grants	\$ 37,000.00
Misc Revenue	\$ 1,813.59
	\$ 2,824,683.15



2024 Expenses	
Salary	\$ 1,512,628.11
Benefits	\$ 461,374.67
Supplies	\$ 13,380.56
Lab Supplies	\$ 45,338.64
Fuel	\$ 955.86
Equipment	\$ 31,282.58
Professional Services	\$ 354,793.75
Web Applications	\$ 76,852.44
Tech Services	\$ 207,052.61
Consultant	\$ 54,509.08
Communications	\$ 21,367.16
Travel	\$ 44,811.96
Advertising	\$ 14,987.77
Insurance	\$ 24,592.72
Rentals/Leases	\$ 113,289.28
Repairs/Maintenance	\$ 2,801.95
Misc	\$ 91,225.10
Registrations	\$ 1,413.95
Trainings	\$ 12,288.49
Dues/Subscriptions	\$ 3,993.72
	\$ 3,088,940.40





YAKIMA VALLEY CONFERENCE OF GOVERNMENTS
MEMBERSHIP ASSESSMENTS FOR 2024

Members		OFM		General		MATCH FUNDS		Total		Difference	2023-2024 Change
	% Population	Population		Assessment*				Assessment			%
		2023	2024	2023	2024	2023	2024	2023	2024		
GRANDVIEW	4.31%	11,020	11,250	\$ 5,664	\$ 6,014	\$ 3,607	\$ 3,732	\$ 9,271	\$ 9,746	\$ 474	5.1%
GRANGER	1.45%	3,740	3,775	\$ 1,922	\$ 2,018	\$ 1,630	\$ 1,665	\$ 3,553	\$ 3,683	\$ 130	3.7%
HARRAH	0.22%	580	580	\$ 298	\$ 310	\$ 598	\$ 602	\$ 896	\$ 912	\$ 16	1.8%
MABTON	0.75%	1,975	1,965	\$ 1,015	\$ 1,050	\$ 1,083	\$ 1,096	\$ 2,098	\$ 2,147	\$ 49	2.3%
MOXEE	1.83%	4,665	4,785	\$ 2,398	\$ 2,558	\$ 2,786	\$ 2,843	\$ 5,184	\$ 5,401	\$ 217	4.2%
NACHES	0.43%	1,125	1,120	\$ 578	\$ 599	\$ 1,690	\$ 1,697	\$ 2,268	\$ 2,296	\$ 28	1.2%
SELAH	3.24%	8,365	8,450	\$ 4,300	\$ 4,517	\$ 4,410	\$ 4,489	\$ 8,709	\$ 9,006	\$ 296	3.4%
SUNNYSIDE	6.33%	16,500	16,530	\$ 8,481	\$ 8,836	\$ 4,781	\$ 4,912	\$ 13,262	\$ 13,749	\$ 487	3.7%
TIETON	0.59%	1,505	1,545	\$ 774	\$ 826	\$ 1,004	\$ 1,022	\$ 1,777	\$ 1,848	\$ 71	4.0%
TOPPENISH	3.41%	8,870	8,900	\$ 4,559	\$ 4,758	\$ 2,995	\$ 3,068	\$ 7,554	\$ 7,826	\$ 272	3.6%
UNION GAP	2.55%	6,640	6,660	\$ 3,413	\$ 3,560	\$ 3,619	\$ 3,673	\$ 7,032	\$ 7,234	\$ 202	2.9%
WAPATO	1.77%	4,615	4,620	\$ 2,372	\$ 2,470	\$ 1,778	\$ 1,814	\$ 4,150	\$ 4,284	\$ 134	3.2%
YAKIMA	37.77%	98,200	98,650	\$ 50,475	\$ 52,734	\$ 21,049	\$ 21,880	\$ 71,524	\$ 74,615	\$ 3,091	4.3%
YAKIMA CO.	34.13%	88,955	89,155	\$ 45,723	\$ 47,659	\$ 19,491	\$ 20,207	\$ 65,214	\$ 67,866	\$ 2,652	4.1%
ZILLAH	1.23%	3,195	3,215	\$ 1,642	\$ 1,719	\$ 1,538	\$ 1,566	\$ 3,181	\$ 3,285	\$ 104	3.3%
TOTALS	100.00%	253,000	261,200	\$ 133,614	\$ 139,627	\$ 72,058	\$ 74,268	\$ 205,672	\$ 213,895	\$ 8,223	4.0%
		Yakima Transit Total Trans Assessment				6500	6,700				
						78,558	80,968				

Members		OFM	Yakima Valley Local Crime Lab Contribution			
	% Population	Population	2023 - 2025			
			2023	2024	2025	
GRANDVIEW	4.25%	10,960	\$ 10,208	\$ 16,183	\$ 16,183	
GRANGER	1.43%	3,690	\$ 3,437	\$ 5,448	\$ 5,448	
HARRAH	0.22%	580	\$ 540	\$ 856	\$ 856	
MABTON	0.77%	1,975	\$ 1,839	\$ 2,916	\$ 2,916	
MOXEE	1.71%	4,405	\$ 4,103	\$ 6,504	\$ 6,504	
NACHES	0.43%	1,110	\$ 1,034	\$ 1,639	\$ 1,639	
SELAH	3.19%	8,235	\$ 7,670	\$ 12,159	\$ 12,159	
SUNNYSIDE	6.35%	16,400	\$ 15,275	\$ 24,215	\$ 24,215	
TIETON	0.55%	1,430	\$ 1,332	\$ 2,111	\$ 2,111	
TOPPENISH	3.44%	8,870	\$ 8,261	\$ 13,097	\$ 13,097	
UNION GAP	2.56%	6,595	\$ 6,142	\$ 9,738	\$ 9,738	
WAPATO	1.79%	4,610	\$ 4,294	\$ 6,807	\$ 6,807	
YAKIMA	37.90%	97,810	\$ 91,099	\$ 144,418	\$ 144,418	
YAKIMA CO.	34.19%	88,240	\$ 82,185	\$ 130,288	\$ 130,288	
ZILLAH	1.24%	3,190	\$ 2,971	\$ 4,710	\$ 4,710	
TOTALS		258,100	\$ 240,390	\$ 381,090	\$ 381,090	



Yakima Valley Conference of Governments

509-574-1550

info@yvcog.us

yvcog.us

311 North 4th Street, Suite 204

Yakima, WA 98901

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
March 10, 2025**

Mayor Pro Tem Belton called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Pro Tem Loren Belton and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez
Absent: Mayor Elpidia Saavedra
Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Budget and Finance Director Adam Vaughn, Community Economic Development Director Andrew Hattori, IT Services Manager Van Donley, City Clerk Heidi Riojas, and Communications Manager Sean Davido

City Clerk Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Pro Tem Belton and Councilmembers Prieto Duval, Garcia, Garza, and Sanchez responded their attendance during roll call. Mayor Saavedra was not present at the meeting.

Councilmember Sanchez moved, seconded by Councilmember Garcia to excuse Mayor Saavedra from the March 10, 2025, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Garcia moved, seconded by Councilmember Garza to approve the March 10, 2025, Agenda. Motion carried unanimously.

PUBLIC COMMENT

The City Council received comments from the public during the meeting.

CONSENT AGENDA

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to approve Consent Agenda items a through d:

- a. Approve Minutes of the February 24, 2025, Regular Meeting
- b. Approve Minutes of the March 3, 2025, Study Session
- c. Approve Payroll Check Numbers 36936 through 36942, and Electronic Transfers EFTPR3454 through EFTPR3463 in the total amount of \$208,927.36 dated March 7, 2025
- d. Approve Claims Checks Numbers 100332 through 100418 and Bank Drafts DFT24 through DFT30 in the total amount of \$1,110,923.14 dated March 10, 2025 and void checks NR100241, and NR100353

Motion carried unanimously.

NEW BUSINESS

None

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:16 p.m.

LOREN BELTON, MAYOR PRO TEM

HEIDI RIOJAS, CMC, CITY CLERK



City of Toppenish, WA

Section 6, Item b.

Check Report

By Check Number

Date Range: 03/14/2025 - 03/26/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Claims and Payroll-Claims and Payroll						
13099	Abadan Tri Cities	03/24/2025	Regular	0.00	267.84	100419
10039	Adams View Glass and Screen, LLC	03/24/2025	Regular	0.00	1,328.40	100420
10047	ADT Security Services, Inc.	03/24/2025	Regular	0.00	47.51	100421
10099	Amazon Capital Services	03/24/2025	Regular	0.00	492.51	100422
10120	Anatek Labs, Inc.	03/24/2025	Regular	0.00	775.00	100423
10325	Budget Septic LLC	03/24/2025	Regular	0.00	1,288.33	100424
320225666	CenturyLink	03/24/2025	Regular	0.00	22.40	100425
10456	Cintas Corporation #605	03/24/2025	Regular	0.00	345.66	100426
10467	City of Sunnyside - Finance Dept.	03/24/2025	Regular	0.00	39,725.92	100427
10506	Columbia Cleaners	03/24/2025	Regular	0.00	179.36	100428
13098	Culton Consulting LLC	03/24/2025	Regular	0.00	6,000.00	100429
10648	Department of Licensing	03/24/2025	Regular	0.00	72.00	100430
10886	Galls, Inc.	03/24/2025	Regular	0.00	74.22	100431
10955	GMP Consultants LLC	03/24/2025	Regular	0.00	250.00	100432
11007	Gray & Osborne, Inc.	03/24/2025	Regular	0.00	1,656.95	100433
11108	Howard's Tire Factory Inc	03/24/2025	Regular	0.00	2,471.84	100434
11116	HSI Emergency Care Solutions, Inc	03/24/2025	Regular	0.00	272.16	100435
11135	Ideal Lumber & Hardware, Inc.	03/24/2025	Regular	0.00	1,320.00	100436
	Void	03/24/2025	Regular	0.00	0.00	100437
11143	Industrial Software Solutions	03/24/2025	Regular	0.00	8,926.20	100438
11157	Intermountain Cleaning Service, Inc.	03/24/2025	Regular	0.00	3,641.44	100439
11238	Johnson Controls Security Solutions LLC	03/24/2025	Regular	0.00	724.45	100440
11461	Mansfield Alarm Co. Inc.	03/24/2025	Regular	0.00	185.32	100441
11501	Masters Telecom LLC	03/24/2025	Regular	0.00	17.10	100442
11574	Mobile Modular	03/24/2025	Regular	0.00	14,870.70	100443
11586	Moon Security Service, Inc.	03/24/2025	Regular	0.00	96.19	100444
11607	Morton's Supply Inc.	03/24/2025	Regular	0.00	121.60	100445
13116	Mowery Tactical Concepts	03/24/2025	Regular	0.00	875.00	100446
11672	Northwest Code Professionals	03/24/2025	Regular	0.00	6,445.18	100447
11726	One Call Concepts, Inc.	03/24/2025	Regular	0.00	16.38	100448
11699	O'Reilly Auto Parts	03/24/2025	Regular	0.00	7.79	100449
11749	OVS - Orchard & Vineyard Supply, LLC	03/24/2025	Regular	0.00	77.20	100450
Finance/All Other De	Pacific Power & Light Co.	03/24/2025	Regular	0.00	1,836.28	100451
11934	Rathbun Iron Works, Inc.	03/24/2025	Regular	0.00	11.33	100452
12362	Securitas Technology Corporation	03/24/2025	Regular	0.00	193.62	100453
12500	Sunnyside Sun Media LLC	03/24/2025	Regular	0.00	108.00	100454
12517	Systems for Public Safety, Inc.	03/24/2025	Regular	0.00	2,496.34	100455
12559	The Print Guys	03/24/2025	Regular	0.00	305.08	100456
12645	Trevor Pottle	03/24/2025	Regular	0.00	300.00	100457
12664	Tyler Technologies Inc.	03/24/2025	Regular	0.00	2,755.00	100458
12727	Vanderhoof, Jordan	03/24/2025	Regular	0.00	300.00	100459
12751	VESTIS	03/24/2025	Regular	0.00	84.72	100460
12840	Washington State Patrol	03/24/2025	Regular	0.00	11.00	100461
12841	Washington State Treasurer	03/24/2025	Regular	0.00	5,853.29	100462
12867	Weinmann, Gene E.	03/24/2025	Regular	0.00	1,829.83	100463
12971	Yakima County Auditor	03/24/2025	Regular	0.00	12,526.12	100464
12974	Yakima County Department of Corrections	03/24/2025	Regular	0.00	9,169.21	100465
Vendor 541	Yakima County Treasurer	03/24/2025	Regular	0.00	55.07	100466
13115	Yakima Neighborhood Health Services	03/24/2025	Regular	0.00	82.50	100467
13064	ZUS Bank Safekeeping	03/24/2025	Regular	0.00	22.00	100468
123	Washington State Department of Revenue	03/25/2025	Bank Draft	0.00	20,261.04	DFT0000043

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12889	Wex Bank (EFT)	03/26/2025	Bank Draft	0.00	8,397.38	DFT0000044

Bank Code Claims and Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	108	49	0.00	130,534.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	28,658.42
EFT's	0	0	0.00	0.00
	110	52	0.00	159,192.46

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
11069	Heritage Bank	03/14/2025	Bank Draft	0.00	488.72	DFT0000045

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	488.72
EFT's	0	0	0.00	0.00
	1	1	0.00	488.72

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	108	49	0.00	130,534.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	29,147.14
EFT's	0	0	0.00	0.00
	111	53	0.00	159,681.18

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	3/2025	159,681.18
			159,681.18

Grand Total

\$159,681.18

Accounts Payable Checks 100419-100468, Void Check 100437 and DFT43-DFT45

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



March 20, 2025

Adam Vaughn, Finance Director

Payroll Check Register

Payroll for Period: 3/1-3/15, 2025

Fund Number	Description	Amount
001-000-013	Executive	\$11,745.23
001-000-014	Finance, Record	\$18,611.33
001-000-017	Risk Management	\$5,010.04
001-000-018	Central Services, Personnel Services	\$13,166.74
001-000-021	Law Enforcement	\$72,286.18
001-000-022	Fire Services	\$39,809.21
001-000-024	Protective Inspections	\$9,015.91
001-000-058	Planning and Community Development	\$3,766.54
001-000-076	Pool, Park Facilities	\$603.89
030-000-021	Criminal Justice Fund	\$38,160.79
050-000-000	Special Projects Fund	\$1,561.02
101-000-000	Street Fund	\$10,799.60
108-000-000	Cemetery Fund	\$4,525.27
157-000-000	Cable TV Fund	\$6,088.60
401-000-000	Water Fund	\$15,028.39
403-000-000	Wastewater Fund	\$22,598.48
405-000-000	Solid Waste Fund	\$14,838.63
Grand Total		\$287,615.85

Payroll Checks

Payroll Checks 36943-36950 and Electronic Transfers EFTPR3464-EFTPR3474

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

March 20, 2025

Date

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 25-016

Meeting Date: March 24, 2025

Subject: Resolution 2025-13 Accepting Agreement with Rio Foltz, PLLC for Hearing Examiner Services

Attachments: Resolution 2025-13 Approving and Authorizing Agreement with Rio Foltz, PLLC

Presented by: Andrew Hattori, Community & Economic Development Director

Approved For Agenda By: Dan Ford, City Manager

Discussion:

The City of Toppenish utilizes the a Hearing Examiner process to facilitate certain applications and items including but not limited to:

- Special Property Uses
- Rezones
- Right-of-Way Vacations
- Appeals
- Civil Violation Hearings

However, in late 2024, our previous Hearing Examiner left the role to become the City Attorney. Since this occurred the City has not filled the vacancy. While this has not created any issues as there has not been any applications or appeals necessitating a hearing by the Hearing Examiner, the City needs to enter into a contract for these services should an application be received.

With this in mind, staff is proposing to enter into an agreement with Rio Foltz, PLLC for Hearing Examiner services at an hourly rate of \$200.00.

Fiscal Impact: The City of Toppenish will be required to pay for Hearing Examiner services as needed.

Recommendation: Approve Resolution 2025-13, authorizing the City Manager to enter into an agreement with Rio Foltz, PLLC, for Hearing Examiner services.

RESOLUTION 2025-13

A RESOLUTION OF THE CITY OF TOPPENISH,
WASHINGTON, APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT WITH RIO FOLTZ,
PLLC, FOR HEARING EXAMINER SERVICES.

WHEREAS, the City of Toppenish (hereinafter the "City") is in periodic need of hearing examiner services for code enforcement cases and other cases as set forth in the Toppenish Municipal Code; and

WHEREAS, the City wishes to engage the law firm of Rio Foltz, PLLC, to provide hearing examiner services, based upon the experience and history of the firm in providing such services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES as follows:

That the City Council of the City of Toppenish, Washington approves the Agreement for Hearing Examiner Services in substantial conformity with the Agreement attached hereto, marked as **Exhibit A** and incorporated herein by this reference, between the City and Rio Foltz, PLLC, and the Mayor and the City Manager are authorized to execute said Agreement on behalf of the City.

IT IS FURTHER RESOLVED, that the City Manager is authorized to execute such other and further documents, and take such other steps as are consistent with and necessary to effect and implement the purposes hereof.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on the ____ day of _____, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Resolution No. _____

**HEARING EXAMINER AGREEMENT BETWEEN THE
CITY OF TOPPENISH AND RIO FOLTZ, PLLC**

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between the City of Toppenish, Washington, a Municipal Corporation, hereinafter referred to as "City" and the Law Firm of Rio Foltz, PLLC, hereinafter referred to as "Hearing Examiner."

WHEREAS, there is a need to have Hearing Examiner Services for appropriate cases under the Toppenish Municipal Code; and

WHEREAS, the City Manager has appointed, the City Council has confirmed, and the City wishes to contract with the Hearing Examiner under the terms and conditions set forth herein.

IN CONSIDERATION of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. Scope of Services

The Hearing Examiner warrants that the Hearing Examiner is duly licensed to practice law in the State of Washington, and which maintains in full force a law firm composed of attorneys and effect Professional Liability (malpractice) insurance. The Hearing Examiner through one of the attorneys in the law firm shall perform all of the duties set forth in Chapter 2.50 of the Toppenish Municipal Code and all other actions reasonably necessary to fulfill the obligations of the position, as established by State Statute or City Ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein.

2. Compensation

The Hearing Examiner shall provide services to the City at an hourly rate of two hundred Dollars (\$200.00) for performance of the duties described herein, including any case law research or opinion writing, and for time spent travelling to and from City Hall to residence/office in Tri-Cities, for purposes of performing the official duties described herein.

3. Term

This Agreement shall be effective upon execution and continue for a period of one (1) year and automatically be renewed annually thereafter unless thirty (30) days written notice of nonrenewal is given by United States mail to the other party at the address set forth herein. In the event this Agreement is terminated, Hearing Examiner's final invoice shall be paid on the regular scheduled payment date.

4. Billing and Payment

Hearing Examiner shall submit an invoice to City within thirty (30) days after the decision is rendered on an application or administrative appeal. The City shall make payments to the

Hearing Examiner , which payment shall be considered by the City Council at the regular end-of-the-month voucher meeting following receipt of the Hearing Examiner's invoice.

5. Ownership of Work Product

Any and all documents, drawings, reports and other work product produced by the Hearing Examiner under this Agreement shall become the property of the City upon payment of the Hearing Examiner's fees and charges therefore. The City shall have the complete right to use and reuse such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Hearing Examiner.

6. Records

Hearing Examiner shall keep all records related to this Agreement for a period of three (3) years following completion of the work for which the Hearing Examiner is retained. The Hearing Examiner shall return the City's original records to the City. The Hearing Examiner shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Hearing Examiner. Upon request, the Hearing Examiner will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Hearing Examiner, but the Hearing Examiner may charge the City for copies requested for any other purpose.

7. Independent Contractor

Hearing Examiner is an independent contractor appointed by the City for the performance of services under this Agreement. The City shall not be liable for, nor obligated to pay to the Hearing Examiner, or any employee of the Hearing Examiner, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Hearing Examiner which may arise as an incident of the Hearing Examiner performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Hearing Examiner.

8. Taxes

Hearing Examiner will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Hearing Examiner.

9. Assignment

Hearing Examiner shall not assign any of the services covered by this Agreement without the express written consent of the City.

10. **Integration**

The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

11. **Notices and Communications**

Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

City:	City of Toppenish 21 West 1 st Avenue Toppenish, WA 98948 (509) 865-2080 dan.ford@cityoftoppenish.us
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Hearing Examiner:	Rio Foltz, PLLC 530 West Kennewick Avenue Kennewick, WA 99336 (509) 628-4742 natalie@riofoltz.com
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12. **Termination**

This Agreement may be terminated by the City or the Hearing Examiner for any reason upon thirty (30) days written notice. Any such notice shall be given by the terminating party to the other party at the address specified herein. In the event of termination, the City shall pay for all services satisfactorily performed by the Hearing Examiner to the effective date of termination, as described in the Hearing Examiner's final report submitted to the City. No payment shall be made for any work completed after the termination date. In the event that services of the Hearing Examiner are terminated by the City for fault on part of the Hearing Examiner, the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Hearing Examiner in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost to the City of employing another individual to complete the work required, and the time which may be required to do so. Upon termination, the City may take possession of all records and documents in the Hearing Examiner's possession pertaining to or arising out of the Hearing Examiner's duties under this Agreement.

13. **General Provisions**

For the purpose of this Agreement, time is of the essence. In the event of any dispute between the City and the Hearing Examiner concerning the enforcement, breach, or interpretation of this Agreement resolution shall be made by presentation to the Mayor of Toppenish the dispute for a cooperative resolution between the parties. However, if unresolved, the matter shall be submitted to binding arbitration in Kennewick, Washington, by a mutually agreed arbitrator or

one selected by Benton County Superior Court pursuant to RCW 7.04A, the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Benton County, Washington, and the prevailing parties shall be awarded attorney fees and costs.

14. Waiver

The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

15. Severability

In the event that any provision of this Agreement shall be determined by a Court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TOPPENISH:

HEARING EXAMINER:

Rio Foltz, PLLC

By: _____
Elpidia Saavedra, Mayor

By: _____

Attest:

Heidi Riojas, CMC, City Clerk

Approved:

Daniel Ford
City Manager

Approved as to Form:

Daniel B. Heid
City Attorney

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 25-017

Meeting Date: March 24, 2025

Subject: Resolution 2025-14 Accepting Comprehensive Plan Update Public Participation Plan

Attachments: Resolution 2025-14 Accepting Comprehensive Plan Update Public Participation Plan, Toppenish Public Participation Plan

Presented by: Andrew Hattori, Community & Economic Development Director

Approved For Agenda By: Dan Ford, City Manager

Background:

State law requires that Cities planning under the Growth Management Act (GMA) must update their Comprehensive Plan periodically. The City of Toppenish is a jurisdiction fully planning under the GMA and is currently undergoing the 2026 periodic update.

Discussion:

The City of Toppenish values and needs public participation and input as a part of the period update to the Comprehensive Plan, as such, the City in coordination with our consulting firm HLA Engineering and Land Surveying, Inc (HLA) have developed a Public Participation Plan (PPP). This PPP is intended to guide public outreach efforts throughout the process to ensure early and continuous involvement in decision making. Efforts to encourage participation will continue over the course of the Comprehensive Plan update. The document outline the public participation opportunities for Toppenish's Comprehensive Plan update, including public engagement methods, timeline, and implementation strategies.

Fiscal Impact: None.

Recommendation: Approve Resolution 2025-14, adopting a Public Participation Plan for updating the Comprehensive Plan for the City of Toppenish.

RESOLUTION 2025-14

**A RESOLUTION ADOPTING A PUBLIC PARTICIPATION PLAN FOR
UPDATING THE COMPREHENSIVE PLAN FOR THE CITY OF
TOPPENISH, WASHINGTON**

WHEREAS, the Washington State Growth Management Act, RCW 36.70A, establishes statewide goals, guidelines and procedural requirements to guide the development, coordination and implementation of long range plans; and

WHEREAS, RCW 36.70A.035 requires reasonable public participation efforts be conducted whenever comprehensive plans or development regulations are amended; and

WHEREAS, the City Council finds that the proposed Public Participation Plan is reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, and organizations of the proposed amendments to comprehensive plans and development regulations; and

WHEREAS, the City Council finds that the proposed Public Participation Plan is intended to broadly disseminate information about the procedures employed to amend the comprehensive plans and provides for early and continuous opportunities for the public to participate in the update process;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

Section 1. Document: The Public Participation Plan for the 2026 Toppenish Comprehensive Plan Periodic Update is hereby approved as the basis for developing amendments for the Comprehensive Plan.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

CITY OF TOPPENISH

PERIODIC UPDATE PUBLIC PARTICIPATION PROGRAM

21 W. 1st Ave.
Toppenish, WA 98948
(509) 865-2080
toppenish.gov

Table of Contents

- 2 Introduction
- 3 Summary
- 4 Program Goals
- 7 Schedule
- 9 Methods & Tools
- 13 Roles
- 14 Conclusion

Introduction

The City of Toppenish (City) is undertaking a major periodic review of the Comprehensive Plan, Development Regulations, and Critical Areas Ordinance (CAO), as required by the Washington State Growth Management Act (GMA).

This Public Participation Program (Program) describes how the City will engage the public during the 2026 Comprehensive Plan update and associated Development Regulation/CAO update(s).

Our Comprehensive Plan will be developed collaboratively with the community.

Public participation is a key component of the planning process.

During the update, multiple opportunities will be provided to community members to meet and share ideas about the future of Toppenish. Early and continuous public participation provides a variety of viewpoints which in turn assist in creating a plan that is reflective of the community. Public comments will be encouraged throughout the entirety of the update process.



Summary

The following summarizes public participation in the 2026 Comprehensive Plan update process.

Opportunities for...

Participation

- Attendance at public meetings, events, and workshops
- Survey(s) submission(s)
- Service on special committees (as applicable)
- Correspondence with City staff (email + mail)

Discussion

- Regular commission and council meetings
- Public hearings
- Workshops and special events (as applicable)
- Presentations to citizen groups, interested community or stakeholder groups (e.g., Toppenish Lions Club, Toppenish Rotary Club, Toppenish Mural Society, Toppenish Rodeo Association (as applicable)
- One-on-one meetings with City staff (as available)

Information

- Dedicated webpage on city website; (toppenish.gov/ComprehensivePlan/)
- Social Media (Facebook + Instagram)
- Newspaper of record (Sunnyside Sun; all hearings will be noticed in the “LEGALS” section)
- Hardcopy handouts (available upon request)
- Press releases



Program Goals

1

Outline

Set clear expectations for the process early and explain how feedback will be collected, considered, and applied throughout the update

2

Distribute

Provide objective information to help the public understand the issues and potential solutions. Use clear, accessible language to convey complex concepts

3

Listen

Create opportunities for public input and feedback at various stages of the Comprehensive Plan update. Engage with community members to ensure their voices are heard

4

Outreach

Make the *Comprehensive Plan* update accessible and relevant to a diverse audience by using a variety of media and materials to engage participants

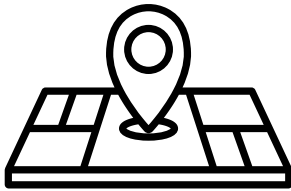
5

Consensus

Foster general awareness, create an understanding of the plan’s positive impact and encourage buy-in from the community for the updated *Comprehensive Plan*

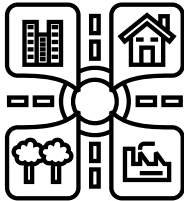
PUBLIC PARTICIPATION PROGRAM

The following elements of the Comprehensive Plan will be involved in the update process:



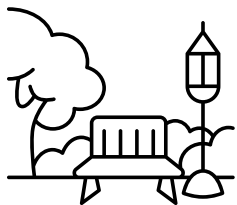
Land Use

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



Housing

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



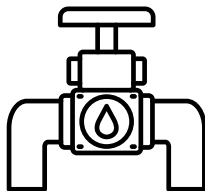
Parks and Recreation

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



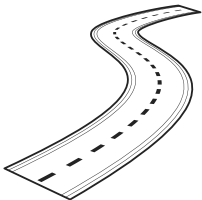
Capital Facilities

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



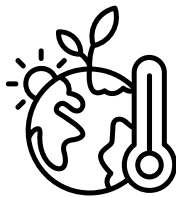
Utilities

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



Transportation

ADOPTED November 26, 2018
(Ordinance No. 2018-13)



Climate Change and Resiliency Element

Completed by June 30, 2025
under a separate grant



Appendices

ALL appendices will be
reviewed

In addition, all development regulations will be reviewed and updated according to the Washington State Department of Commerce’s mandatory requirements (*as outlined in their Periodic Update Checklist for Fully-Planning Cities*) and any amendments necessary to facilitate the goals of the Comprehensive Plan.



LOCAL GOVERNMENT DIVISION
GROWTH MANAGEMENT SERVICES

Periodic Update Checklist for Fully-Planning Cities

Notice: This checklist has been updated with the new 2024 GMA legislation. Rows that include new 2023 and 2024 legislative changes or updated Commerce guidance are shown in light orange, and all statutory changes adopted since 2015 are emphasized in highlighted text to help identify new GMA requirements that may not have been addressed during the last periodic update or through other amendments outside of the required periodic update process. Additionally, amendments to the GMA are summarized in [this document](#) on Commerce’s [GMA Laws and Rules webpage](#).

City

Staff contact, phone + email

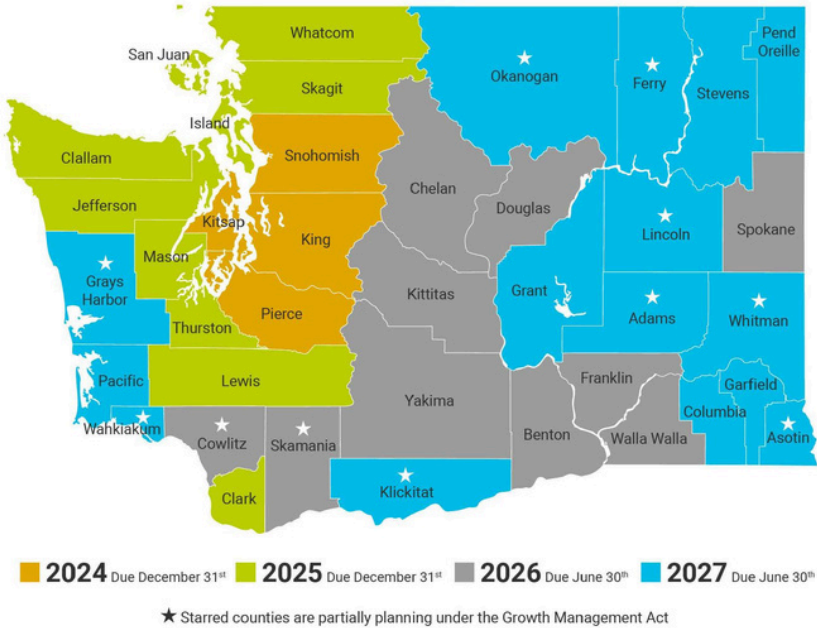
Overview: This checklist is intended to help cities that are fully planning under the Growth Management Act (GMA) conduct the “periodic review and update” of *comprehensive plans* and *development regulations* required under [RCW 36.70A.130 \(5\)](#). This checklist identifies components of comprehensive plans and development regulations that may need updating to reflect the latest local conditions or to comply with GMA changes since the last periodic update cycle (2015-2018).

Local governments should review local comprehensive plan policies, countywide planning policies and multicounty planning policies (where applicable) to be consistent with the new requirements.

Checklist Instructions

Please use the most recent versions of your comprehensive plan and development regulations to fill out each item in the checklist and answer the following questions:

Is this item addressed in your current plan or development regulations? If YES, fill in the form with citation(s) to where in the plan or regulation the item is addressed. Where possible, we recommend citing policy or goal numbers by element rather than page numbers, since these can change. If you have questions about the requirement, follow the hyperlinks to the relevant statutory provision or rules. If you still have questions, visit the Commerce [Periodic Update webpage](#) or contact the [Commerce planner assigned to your region](#).



Schedule

The City of Toppenish, as a fully planned community under RCW 36.70A.130, must complete a periodic update for the entire Comprehensive Plan and development regulations, and Critical Areas Ordinance, on or before June 30, 2026. To achieve this deadline, it is anticipated that beginning in the fall of 2024, Planning Commission meetings will include regular process updates, when available. The City will draft required elements (e.g. chapters) of the Comprehensive Plan in year 2 of the funding cycle. The final approval process will be completed at the end of the planning process.

Regular Meetings

Planning Commission

The Planning Commission will discuss updates to the Comprehensive Plan during their regularly scheduled, monthly meetings. Comments received during these meetings will be considered as plan amendments are being drafted. Comments received may guide other amendments and/or updates and are therefore critical to the final planning document.

5:30 PM
(Third Wednesday of the Month)

City Hall | Council Chambers
21 W. 1st Ave., Toppenish, WA 98948

zoom  Virtual attendance available

Study Sessions

City Council

The City Council will follow the Planning Commission’s work on the plan update by reviewing the Planning Commission’s meeting minutes and occasionally discussing the work at regularly scheduled study sessions. The City Council’s adoption of the plan will depend on the Planning Commission’s timing for a public hearing and its final recommendation(s).

5:00 PM
(First, Second, and Fourth Monday of the Month)

City Hall | Council Chambers
21 W. 1st Ave., Toppenish, WA 98948

Live streamed on MVTV Channel 194

Our implementation of the program will be based on the set goals, methodology, and outreach tools as described in this document.

Here is the Program's grant schedule:

<i>Year 1: State Fiscal Year 2025 (FY25) - July 1, 2024 to June 30, 2025</i>		
Task	Deliverable	Due Date
Develop periodic update work plan	Periodic update work plan	June 13, 2025
Develop a public participation plan	Public participation plan	June 13, 2025
Complete critical areas analysis	Critical areas checklist	June 13, 2025
Complete comp plan analysis and development regulations	Comprehensive plan checklist	June 13, 2025
Population allocation and housing allocation	Population allocation and housing allocation	June 13, 2025
Land use study	Land capacity analysis	June 13, 2025
<i>Year 2: State Fiscal Year 2026 (FY26) - July 1, 2025 to June 30, 2026</i>		
Task	Deliverable	Due Date
Draft critical areas ordinance amendment	Draft critical areas ordinance	June 12, 2026
Critical areas ordinance amendment sent to Council	Critical areas ordinance sent to Council	June 12, 2026
Draft comprehensive plan amendment	Draft comprehensive plan	June 12, 2026
Comprehensive plan amendment sent to Council	Comprehensive plan sent to Council	June 12, 2026
Draft development regulations ordinance	Draft development regulations ordinance	June 12, 2026
Development regulations ordinance sent to Council	Development regulations ordinance sent to Council	June 12, 2026
Public Participation Report	Report detailing public meetings: date/times, topic(s) covered, and summary of public input	June 12, 2026

Methods and Tools

Traditional outreach methods such as meetings, workshops, presentations, etc., will play an important role in public engagement. We will use a variety of new engagement tools to ensure a broad and diverse population has been informed of the process and is given an opportunity to provide comments. Public participation methods and tools may be reviewed and/or refined throughout the update process, as needed. The anticipated public outreach methods and tools included are highlighted on the following pages.



Face-to-face

Community Events

Engagement Nights

The Community and Economic Development Department is planning on staffing an information table during various Community Engagement Nights to provide information and solicit feedback on topics related to the update.

Visioning Workshops

Led by city representatives and consultants, the City is hosting three (3) visioning sessions for creative problem-solving - finding a way to preserve what we value as we embrace a new, different future, three crucial topics. Information gathered at these events will be used to support the update. The discussion topics are:



Housing a Community

What should our community look like in 20 years?



Sustainable Tourism

How can we shape a tourism economy that balances corporate interests with local entrepreneurship?



Accountable Stewardship

How can we explore ways to safeguard our rivers, trails, and the natural beauty of our city?

Digital

The City is planning on using traditional email correspondence, website narratives, and social media platforms to share public meeting dates, and upcoming event reminders, and address update-related topics.

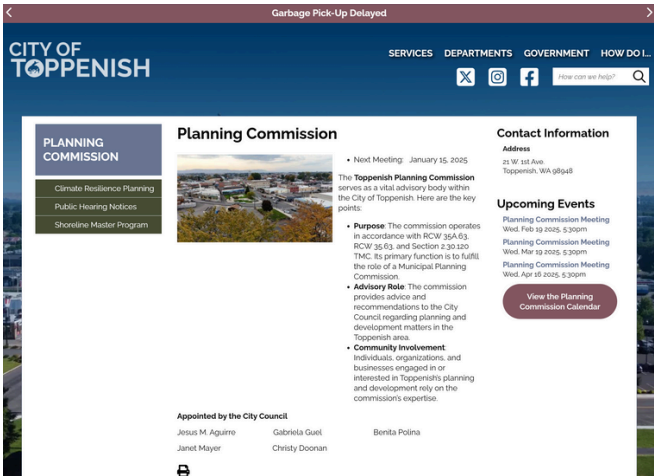
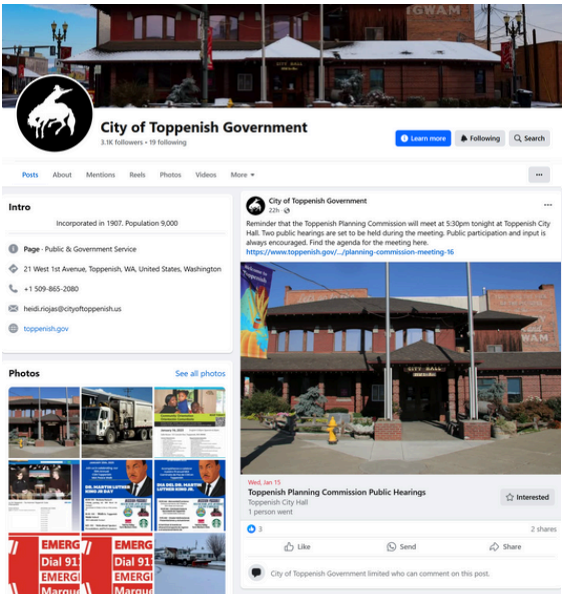
Website + Webpage. In addition to the City’s primary website, we will maintain a webpage dedicated to the 2026 Comprehensive Plan Update. The website will include draft documents, meeting information, staff contact information, and helpful links for public engagement. Documents such as the Public Participation Plan, Draft Comprehensive Plan (during various stages of public review), existing Comprehensive Plan, and support materials, will be made available online.

City Website; toppenish.gov
Comprehensive Plan Webpage; toppenish.gov/ComprehensivePlan

Email. To provide a consistent contact for this update individuals can email Andrew Hattori at andrew.hattori@cityoftoppenish.us.

Social Media. Informational posts will be shared on the City’s social media accounts:
Facebook; facebook.com/ToppGovWA
Instagram; @topp_city

Survey Monkey. The City is planning to use at least two (2) surveys to collect feedback from the community during the update. Utilizing Survey Monkey, survey questions will be distributed in an online format and shared via email, social media platforms, and the website/webpage.



Media



Newspaper Legal Notice. When appropriate, the City is planning to expand standard print legal notices to include display ads (both digital and hard copy) and other printed information:

- Public notices will be posted in the Sunnyside Sun, following the required public noticing procedures outlined in Toppenish Municipal Code (TMC) 14.10.
- Notices may be the required “legal” notice but may also include display advertising.

Press Releases. Press Releases and/or written columns may be used to highlight topics or provide a deep dive into complex issues. Press releases are provided digitally via email and on the City’s website in the “News & Notices” section.



Mail

The City has generally moved away from “blanket” mailings. However, mailing hard copies of materials may be performed as needed throughout the process.

- Community members within city limits may at any time during the update process request a paper copy of the materials.
- City residents may request to be put on a mailing list to receive future mailings.
- Blanket mailings may be sent, for formal processing, such as SEPA review.



Boards

The City is planning to expand traditional public legal postings by placing, when appropriate, information in additional locations throughout the community.

- Public notices identifying public hearing dates and times, workshops, surveys, etc., will be posted on notice boards located at City Hall, following the required public noticing procedures outlined in TMC 14.10.
- Notices may be posted at other locations, such as the post office, grocery store, or other public gathering spaces.

The Comprehensive Plan is a collaborative effort involving the local community, elected officials, appointed volunteers, stakeholders, and city staff.

Roles

Public participation is a key component of the City’s planning process. Knowing the roles of each group in the planning process will help to build understanding and trust in the process.

Community

8,854 POPULATION
(2020 Decennial Census)

Anyone who lives, works, visits, or interacts with the City of Toppenish is welcome to provide comments. We will utilize the tools outlined in this program to connect with and provide a voice to as many people and organizations as possible. This includes engagement with marginalized communities.

City Staff/Consultant

02 TEAM MEMBERS

The Community and Economic Development and Consultant Team will lead and facilitate the update to the Comprehensive Plan and associated development regulations update. This may include overseeing consultants, facilitating and coordinating public meetings and events; and presenting materials to the public, the Planning Commission, and the City Council throughout the process. City staff are also responsible for public notification and ensuring the accessibility of documents.

Planning Commission

05 BOARD MEMBERS
(4-year Term Service)

The Planning Commission is responsible for considering all public comments, taking into account the community’s best interests, directing amendments, and making a formal recommendation to the City Council.

City Council

07 COUNCIL MEMBERS
(4-year Term Service)

The City Council will take into consideration the Planning Commission’s recommendations, including public comments, before making a final decision. A public hearing will be held for the final draft prior to City Council action. Public notice will be provided, in accordance with state law and the Toppenish Municipal Code (TMC).

Conclusion

This Program may be updated as conditions change or if additional resources to support outreach activities become available.

To provide feedback, please contact the City’s Community and Economic Development Director, (509) 865-2080.



Visit Us

21 West 1st Avenue
Toppenish, WA 98948



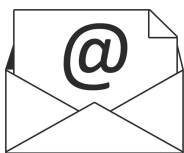
Write Us

21 West 1st Avenue
Toppenish, WA 98948



Call Us

(509) 865-2080



Email Us

andrew.hattori@cityoftoppenish.us

CIUDAD DE TOPPENISH

ACTUALIZACIÓN PERIÓDICA PROGRAMA DE PARTICIPACIÓN PÚBLICA

CITY OF
TOPPENISH

21 W. 1st Ave.
Toppenish, WA 98948
(509) 865-2080
toppenish.gov

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2	Introducción
3	Resumen
4	Objetivos del programa
7	Horario
9	Métodos y herramientas
13	Roles
14	Conclusión

Introducción

La Ciudad de Toppenish (Ciudad) está llevando a cabo una importante revisión periódica del Plan Integral, las Regulaciones de Desarrollo y la Ordenanza de Áreas Críticas (CAO), como lo exige la Ley de Gestión del Crecimiento del Estado de Washington (GMA).

Este Programa de Participación Pública (Programa) describe cómo la Ciudad involucrará al público durante la actualización del Plan Integral 2026 y las actualizaciones asociadas del Reglamento de Desarrollo/CAO.

Nuestro Plan Integral se desarrollará en colaboración con la comunidad.

La participación pública es un componente clave del proceso de planificación.

Durante la actualización, se brindarán múltiples oportunidades a los miembros de la comunidad para reunirse y compartir ideas sobre el futuro de Toppenish. La participación pública temprana y continua brinda una variedad de puntos de vista que, a su vez, ayudan a crear un plan que refleje a la comunidad. Se alentarán los comentarios públicos durante todo el proceso de actualización.



Resumen

A continuación se resume la participación pública en el proceso de actualización del Plan Integral 2026.

Oportunidades para...

Participación

- Asistencia a reuniones públicas, eventos y talleres.
- Envío de encuestas
- Servicio en comités especiales (según corresponda)
- Correspondencia con el personal de la ciudad (correo electrónico + correo postal)

Discusión

- Reuniones ordinarias de comisiones y consejos
- Audiencias públicas
- Talleres y eventos especiales (según corresponda)
- Presentaciones a grupos de ciudadanos, grupos comunitarios interesados o grupos de partes interesadas (por ejemplo, Toppenish Lions Club, Toppenish Rotary Club, Toppenish Mural Society, Toppenish Rodeo Association (según corresponda))
- Reuniones individuales con el personal de la ciudad (según disponibilidad)

Información

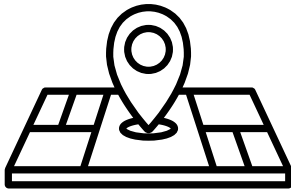
- Página web dedicada en el sitio web de la ciudad;
(toppenish.gov/ComprehensivePlan/)
- Redes sociales (Facebook + Instagram)
- Periódico de referencia (Sunnyside Sun; todas las audiencias se publicarán en la sección “LEGALS”)
- Folletos impresos (disponibles a pedido)
- Notas de prensa



Objetivos del programa

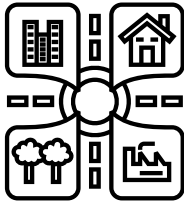
1 Describir	2 Distribuir	3 Escuchar	4 Alcanzar	5 Consenso
Establezca expectativas claras para el proceso desde el principio y explique cómo se recopilarán, considerarán y aplicarán los comentarios a lo largo de la actualización.	Proporcionar información objetiva para ayudar al público a comprender los problemas y las posibles soluciones. Utilizar un lenguaje claro y accesible para transmitir conceptos complejos.	Crear oportunidades para que el público aporte comentarios y opiniones en las distintas etapas de la actualización del Plan Integral. Interactuar con los miembros de la comunidad para garantizar que se escuchen sus voces.	Hacer que la actualización del Plan Integral sea accesible y relevante para una audiencia diversa mediante el uso de una variedad de medios y materiales para involucrar a los participantes.	Fomentar la conciencia general, crear una comprensión del impacto positivo del plan y alentar la aceptación de la comunidad para el Plan Integral actualizado.

Los siguientes elementos del Plan Integral estarán involucrados en el proceso de actualización:



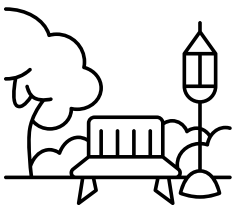
Uso del suelo

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



Alojamiento

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



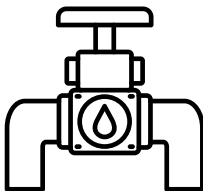
Parques y Recreación

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



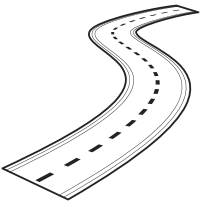
Instalaciones de capital

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



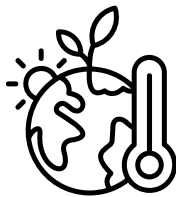
Utilidades

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



Transporte

ADOPTADA el 26 de noviembre de 2018 (Ordenanza N° 2018-13)



Elemento de cambio climático y resiliencia

Completado antes del 30 de junio de 2025 bajo una subvención separada



Apéndices

Se revisarán TODOS los apéndices.

Además, todas las regulaciones de desarrollo serán revisadas y actualizadas conforme a los requisitos obligatorios del Departamento de Comercio del Estado de Washington (según lo indicado en su Lista de verificación de actualización periódica para ciudades en planificación completa) y cualquier modificación necesaria para facilitar los objetivos del Plan Integral.



DIVISIÓN DE GOBIERNO LOCAL
SERVICIOS DE GESTIÓN DEL
CRECIMIENTO

Lista de verificación de actualización periódica para ciudades con planificación completa

Aviso: Esta lista de verificación se ha actualizado con la nueva legislación GMA 2024. Las filas que incluyen nuevos cambios legislativos de 2023 y 2024 o una guía de Comercio actualizada se muestran en naranja claro y todos los cambios estatutarios adoptados desde 2015 se enfatizan en **texto resaltado** para ayudar a identificar los nuevos requisitos de GMA que pueden no haberse abordado durante la última actualización periódica o a través de otras enmiendas fuera del proceso de actualización periódica requerido. Además, las enmiendas a la GMA se resumen en [este documento en la](#) página web de Leyes y Reglas [de la GMA del Departamento de Comercio](#).

Ciudad

Contacto del personal, teléfono + correo

Descripción general: Esta lista de verificación tiene como objetivo ayudar a las ciudades que están planificando completamente bajo la Ley de Gestión del Crecimiento (GMA) a realizar la "revisión y actualización periódica" de los **planes integrales** y **las regulaciones de desarrollo** requeridas bajo [RCW 36.70A.130 \(5\)](#). Esta lista de verificación identifica los componentes de los planes integrales y las regulaciones de desarrollo que pueden necesitar actualización para reflejar las últimas condiciones locales o para cumplir con los cambios de GMA desde el último ciclo de actualización periódica (2015-2018).

Los gobiernos locales deben revisar las políticas del plan integral local, las políticas de planificación de todo el condado y las políticas de planificación de varios condados (cuando corresponda) para que sean coherentes con los nuevos requisitos.

Instrucciones de la lista de verificación

Utilice las versiones más recientes de su plan integral y las regulaciones de desarrollo para completar cada elemento de la lista de verificación y responder las siguientes preguntas:

¿Se aborda este tema en su plan actual o en las regulaciones de desarrollo? En caso afirmativo, rellene el formulario con la(s) cita(s) en qué parte del plan o reglamento se aborda el tema. Siempre que sea posible, se recomienda citar los números de política o de objetivo por elemento en lugar de los números de página, ya que estos pueden cambiar. Si tiene preguntas sobre el requisito, siga los hipervínculos a la disposición legal o las normas pertinentes. Si aún tiene preguntas, visite la [página web de actualizaciones periódicas](#) de Commerce o póngase en contacto con el [planificador de Commerce asignado a su región](#).



★ Los condados destacados están parcialmente planificados bajo la GMA.

Horario

La ciudad de Toppenish, como una comunidad completamente planificada según RCW 36.70A.130, debe completar una actualización periódica de todo el Plan Integral y las regulaciones de desarrollo, y la Ordenanza de Áreas Críticas, el 30 de junio de 2026 o antes. Para cumplir con este plazo, se prevé que a partir del otoño de 2024, las reuniones de la Comisión de Planificación incluirán actualizaciones periódicas del proceso, cuando estén disponibles. La ciudad desarrollará los los elementos requeridos (por ejemplo, capítulos) del Plan Integral en el año 2 del ciclo de financiación. El proceso de aprobación final se completará al final del proceso de planificación.

Reuniones regulares Comisión de Planificación

La Comisión de Planificación discutirá las actualizaciones del Plan Integral durante sus reuniones mensuales programadas regularmente. Los comentarios recibidos durante estas reuniones se considerarán a medida que se redactan las modificaciones del plan. Los comentarios recibidos pueden orientar otras modificaciones y/o actualizaciones y, por lo tanto, son fundamentales para el documento de planificación final.

5:30 p.m.
(Tercer miércoles del mes)

Ayuntamiento | Sala del Consejo
21 W. 1st Ave., Toppenish, WA 98948

zoom  Asistencia virtual disponible

Sesiones de estudio Ayuntamiento

El Ayuntamiento seguirá el trabajo de la Comisión de Planificación sobre la actualización del plan mediante la revisión de las actas de las reuniones de la Comisión de Planificación y, ocasionalmente, analizando el trabajo en sesiones de estudio programadas regularmente. La adopción del plan por parte del Ayuntamiento dependerá de la fecha que fije la Comisión de Planificación para una audiencia pública y de sus recomendaciones finales.

5:00 p.m.
(Primer, segundo y cuarto lunes del mes)

Ayuntamiento | Sala del Consejo
21 W. 1st Ave., Toppenish, WA 98948

Transmisión en vivo en el canal 194
de MVTV

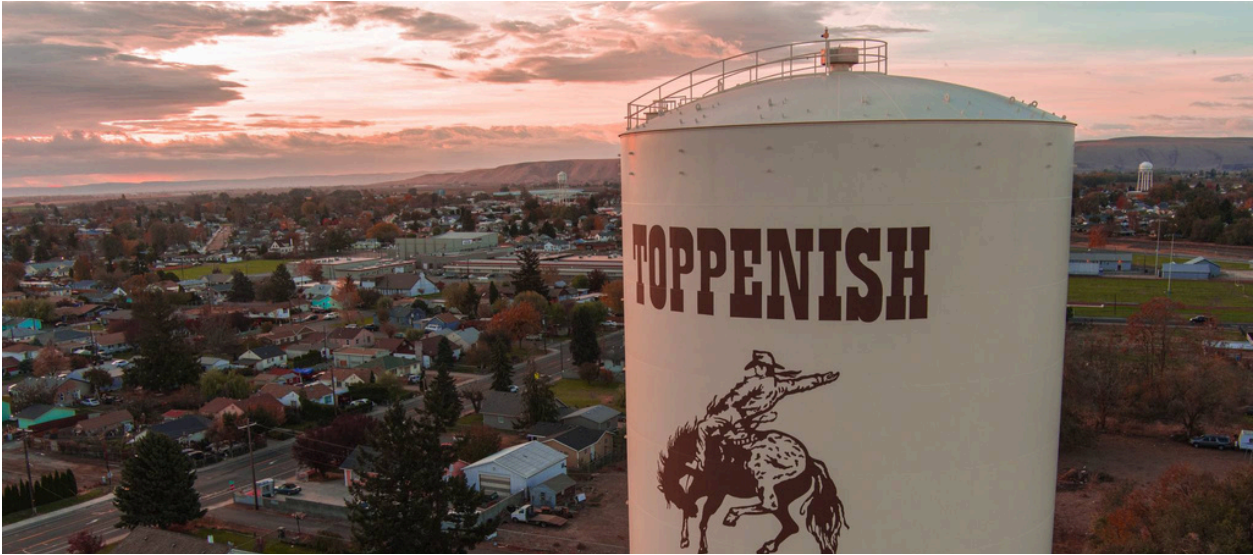
Nuestra implementación del programa se basará en los objetivos establecidos, la metodología y las herramientas de difusión descritas en este documento.

Aquí está el calendario de subvenciones del programa:

Año 1: Año fiscal estatal 2025 (FY25): del 1 de julio de 2024 al 30 de junio de 2025		
Tarea	Entregable	Dos citas
Desarrollar un plan de trabajo de actualización periódica	Plan de trabajo de actualización periódica	13 de junio de 2025
Desarrollar un plan de participación pública	Plan de participación pública	13 de junio de 2025
Análisis completo de áreas críticas	Lista de verificación de áreas críticas	13 de junio de 2025
Análisis completo del plan de pública y desarrollo de normas	Lista de verificación del plan integral	13 de junio de 2025
Asignación de población y asignación de vivienda	Asignación de población y asignación de vivienda	13 de junio de 2025
Estudio de uso del suelo	Análisis de la capacidad del terreno	13 de junio de 2025
Año 2: Año fiscal estatal 2026 (FY26): del 1 de julio de 2025 al 30 de junio de 2026		
Tarea	Entregable	Dos citas
Proyecto de modificación de la ordenanza sobre áreas críticas	Proyecto de ordenanza sobre áreas críticas	12 de junio de 2026
Se envía al Consejo la enmienda a la ordenanza sobre áreas críticas	Ordenanza de áreas críticas enviada al Concejo	12 de junio de 2026
Proyecto de modificación del plan integral	Proyecto de plan integral	12 de junio de 2026
Se envía al Consejo la modificación del plan integral	Plan integral enviado al Concejo	12 de junio de 2026
Proyecto de ordenanza sobre normas de desarrollo	Proyecto de ordenanza sobre normas de desarrollo	12 de junio de 2026
Ordenanza de normas de desarrollo enviada al Concejo	Ordenanza de normas de desarrollo enviada al Concejo	12 de junio de 2026
Informe de participación pública	Informe que detalla las reuniones públicas: fecha/hora, tema(s) tratado(s) y resumen de las aportaciones del público	12 de junio de 2026

Métodos y herramientas

Los métodos tradicionales de divulgación, como reuniones, talleres, presentaciones, etc., desempeñarán un papel importante en la participación pública. Utilizaremos una variedad de nuevas herramientas de participación para asegurarnos de que una población amplia y diversa haya sido informada del proceso y tenga la oportunidad de brindar comentarios. Los métodos y herramientas de participación pública pueden revisarse y/o perfeccionarse durante el proceso de actualización, según sea necesario. Los métodos y herramientas de participación pública previstos se destacan en las siguientes páginas.



Cara a cara

Eventos comunitarios

Noches de Participación Comunitaria

El Departamento de Desarrollo Económico y Comunitario está planeando contar con personal en una mesa de información durante varias Noches de Participación Comunitaria para brindar información y solicitar comentarios sobre temas relacionados con la actualización.

Talleres de visualización

Liderada por el alcalde, la ciudad está organizando tres (3) sesiones de visualización para la resolución creativa de problemas: encontrar una manera de preservar lo que valoramos mientras adoptamos un futuro nuevo y diferente, tres temas cruciales. La información recopilada en estos eventos se utilizará para respaldar la actualización. Los temas de discusión son:



Vivienda para una comunidad

¿Cómo debería ser nuestra comunidad dentro de 20 años?



Turismo sostenible

¿Cómo podemos dar forma a una economía turística que equilibre los intereses corporativos con el emprendimiento local?



Administración responsable

¿Cómo podemos explorar formas de salvaguardar nuestros ríos, senderos y la belleza natural de nuestra ciudad?

Digital

La Ciudad está planeando utilizar la correspondencia tradicional por correo electrónico y las narrativas del sitio web para compartir fechas de reuniones públicas y recordatorios de próximos eventos, y abordar temas relacionados con la actualización.

Sitio web + página web. Además del sitio web principal de la ciudad, mantendremos una página web dedicada a la actualización del Plan Integral de 2026. El sitio web incluirá documentos preliminares, información de reuniones, información de contacto del personal y enlaces útiles para la participación pública. Documentos como el Plan de Participación Pública, el Plan Integral Preliminar (durante varias etapas de revisión pública), el Plan Integral existente y materiales de apoyo estarán disponibles en línea.

Sitio web de la ciudad; toppenish.gov

Página web del plan integral; toppenish.gov/ComprehensivePlan

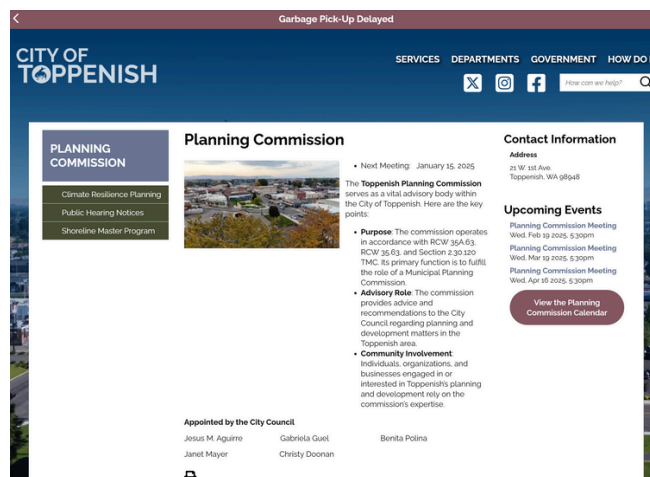
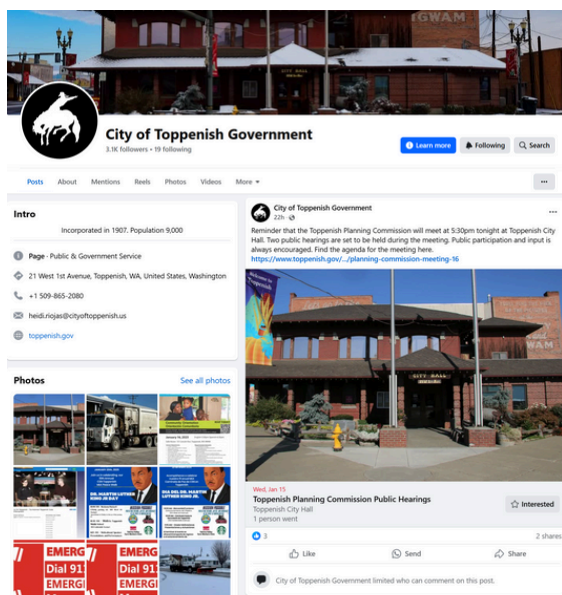
Correo electrónico. Para proporcionar un contacto constante para esta actualización, las personas pueden enviar un correo electrónico a Andrew Hattori a andrew.hattori@cityoftoppenish.us.

Redes sociales. Se compartirán publicaciones informativas en las cuentas de redes sociales de la ciudad:

Facebook; facebook.com/ToppGovWA

Instagram; [@topp_city](https://instagram.com/topp_city)

Survey Monkey. La ciudad planea utilizar al menos dos (2) encuestas para recopilar comentarios de la comunidad durante la actualización. Mediante Survey Monkey, las preguntas de la encuesta se distribuirán en formato en línea y se compartirán por correo electrónico, plataformas de redes sociales y el sitio web.



Medios de comunicación



Aviso legal en periódicos. Cuando corresponda, la ciudad tiene previsto ampliar los avisos legales impresos estándar para incluir anuncios gráficos (tanto digitales como impresos) y otra información impresa:

- Los avisos públicos se publicarán en el Sunnyside Sun, siguiendo los procedimientos de notificación pública requeridos descritos en el Código Municipal de Toppenish (TMC) 14.10.
- Los avisos pueden ser el aviso “legal” requerido, pero también pueden incluir anuncios gráfica.

Comunicados de prensa. Se pueden utilizar comunicados de prensa o columnas escritas para destacar temas o analizar en profundidad cuestiones complejas. Los comunicados de prensa se proporcionan en formato digital por correo electrónico y en el sitio web de la ciudad en la sección “Noticias y avisos”.



Correo

En general, la ciudad ha dejado de lado los envíos de material general. Sin embargo, se pueden enviar copias impresas de los materiales según sea necesario durante el proceso.

Los miembros de la comunidad dentro de los límites de la ciudad pueden, en cualquier momento durante el proceso de actualización, solicitar una copia impresa de los materiales.

- Los residentes de la ciudad pueden solicitar ser incluidos en una lista de correo para recibir correos futuros.
- Se podrán enviar correos generales para su procesamiento formal, como la revisión SEPA.

Tableros

La Ciudad está planeando expandir las publicaciones legales públicas tradicionales colocando, cuando sea apropiado, información en ubicaciones adicionales en toda la comunidad.



- Los avisos públicos que identifican las fechas y horarios de audiencias públicas, talleres, encuestas, etc., se publicarán en los tableros de anuncios ubicados en el Ayuntamiento, siguiendo los procedimientos de notificación pública requeridos descritos en TMC 14.10.
- Los avisos pueden publicarse en otros lugares, como la oficina de correos, el supermercado u otros espacios de reunión públicos.

El Plan Integral es un esfuerzo colaborativo que involucra a la comunidad local, funcionarios elegidos, voluntarios designados, partes interesadas y personal de la ciudad.

La participación pública es un componente clave del proceso de planificación de la ciudad. Conocer los roles de cada grupo en el proceso de planificación ayudará a generar comprensión y confianza en el proceso.

Roles

Comunidad

8.854 HABITANTES
(Censo Decenal 2020)

Cualquier persona que viva, trabaje, visite o interactúe con la ciudad de Toppenish puede hacer comentarios. Utilizaremos las herramientas descritas en este programa para conectarnos con la mayor cantidad posible de personas y organizaciones y darles voz. Esto incluye la participación de las comunidades marginadas.

Personal de la ciudad/Consultor

02 MIEMBROS DEL EQUIPO

El equipo de desarrollo económico y comunitario y el equipo de consultores dirigirán y facilitarán la actualización del plan integral y la actualización de las normas de desarrollo asociadas. Esto puede incluir la supervisión de los consultores, la facilitación y coordinación de reuniones y eventos públicos y la presentación de materiales al público, a la Comisión de Planificación y al Ayuntamiento durante todo el proceso. El personal de la ciudad también es responsable de la notificación pública y de garantizar la accesibilidad de los documentos.

Comisión de Planificación

05 MIEMBROS DE LA JUNTA DIRECTIVA
(Período de servicio de 4 años)

La Comisión de Planificación es responsable de considerar todos los comentarios públicos, tener en cuenta los mejores intereses de la comunidad, dirigir enmiendas y hacer una recomendación formal al Concejo Municipal.

Ayuntamiento

07 MIEMBROS DEL CONSEJO
(Período de servicio de 4 años)

El Ayuntamiento tendrá en cuenta las recomendaciones de la Comisión de Planificación, incluidos los comentarios públicos, antes de tomar una decisión final. Se celebrará una audiencia pública para el borrador final antes de que el Ayuntamiento tome una decisión. Se proporcionará un aviso público, de conformidad con la ley estatal y el Código Municipal de Toppenish (TMC).

Conclusión

Este Programa puede actualizarse a medida que cambien las condiciones o si se encuentran disponibles recursos adicionales para apoyar actividades de extensión.

Para brindar comentarios, comuníquese con el Director de Desarrollo Económico y Comunitario de la Ciudad, (509) 865-2080.



Visítanos

21 West 1st Avenue,
Toppenish, WA 98948



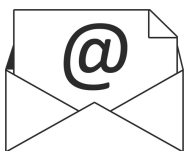
Escríbanos

21 West 1st Avenue,
Toppenish, WA 98948



Llámanos

(509) 865-2080



Envíenos un correo electrónico

andrew.hattori@cityoftoppenish.us



Request for Council Action

Agenda Bill No.: 25-018

Meeting Date:	March 24, 2025
Subject:	Approve Teamsters Collective Bargaining Agreement
Attachments:	Resolution 2025-15; Teamsters Collective Bargaining Agreement
Presented by:	Dan Ford, PE, City Manager
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:

The Teamsters Union Collective Bargaining Agreement that covers Finance, Public Works and Police employees was unanimously ratified by the Unit. The three-year Agreement for the years 2025-2027 provides for the following changes:

- Three-year Cost of Living Allowance:
 - 2025: 3%
 - 2026: 2%
 - 2027: 2%
- General housekeeping items.
- No changes to medical insurance.
- Standby for Public Works; weekends, holidays, anticipated weather events.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement.. A copy the Agreement has been included for your review.

The Finance Director was part of the City Bargaining Team and recommends approval of this agreement.

Fiscal Impact: Cost of living increase 2025, 3%, 2026. 2%, 2027, 2%. Stand by rate of 2 hours at 1 ½ base employee wages for every 24 hours on standby.

Recommendation: Approve Resolution 2025-15, authorizing the City Manager to sign Teamsters Collective Bargaining Agreement for years 2025 through 2027.

RESOLUTION 2025-15

A RESOLUTION APPROVING AND AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TOPPENISH AND TEAMSTERS LOCAL UNION NO. 760 (ADMINISTRATIVE SERVICES, DEVELOPMENT SERVICES, AND PUBLIC WORKS EMPLOYEES) FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

WHEREAS, Teamsters Local Union No. 760 is the exclusive bargaining representative for certain employees of the Administrative Services Department, including the finance technicians and clerical staff; Development Services Department, including the permit coordinator and code enforcement officer; and Public Works Department, including clerical, streets, sewer, water, garbage, wastewater treatment plant, parks, and cemetery for the above named departments of the City of Toppenish, Washington, and

WHEREAS, the City of Toppenish has entered into negotiations with Teamsters Local Union No. 760 for a labor contract with employees in the bargaining unit, and

WHEREAS, an agreement has been reached with Teamsters Local Union No. 760 on behalf of the employees represented thereby, which agreement has been reduced to writing, and has been reviewed and found acceptable by the City Council,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH AS FOLLOWS:

Section 1. The Collective Bargaining Agreement by and between the City of Toppenish and Teamsters Local Union No. 760 for the period January 1, 2025 through December 31, 2027, a copy of which is attached hereto marked as “Exhibit A” and incorporated herein by this reference, is hereby approved and the City Manager is authorized to sign said agreement on behalf of the City.

Section 2. This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council during its regular meeting held on March 24, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

**COLLECTIVE BARGAINING AGREEMENT
By and Between**

THE CITY OF TOPPENISH

And

TEAMSTERS LOCAL UNION NO. 760

**Representing Administrative Services, Development Services,
and Public Works Employees**

January 1, 2025

Through

December 31, 2027

ORIGINAL

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The purpose of this Agreement, entered into by and between the CITY OF TOPPENISH, hereinafter referred to as the Employer, and Teamsters Local Union No. 760, hereinafter referred to as the Union, is to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; and to establish and maintain standards for wages, hours of employment, and other conditions of employment.

**ARTICLE 1 – UNION RECOGNITION - UNION SECURITY & DUES
CHECK OFF**

1.1 Recognition: The Employer recognizes the Union as the exclusive bargaining agent for all matters of wages, hours, and conditions of employment for all regular full-time and regular part-time employees in the following departments: Public Works Department, including clerical, streets, sewer, water, garbage, wastewater treatment plant, parks, and cemetery; Administrative Services Department including the finance technicians and clerical staff; and Development Services Department including the permit coordinator and code enforcement officer for the above-named departments.

1.2 Excluded shall be: City Clerk, Deputy City Clerk/Human Resources Assistant, Public Works Director, Superintendent and Supervisor, Police Dispatch, Police and Fire Chiefs, Captains, Sergeants, Police Officers and Firefighters as defined in RCW 41.56.030(6), Administrative Services Director, Accounting Manager, Recreation & Aquatic Manager, Building Official/Zoning Administrator, Mid Valley TV Manager, and confidential employees and all other employees of the City of Toppenish.

1.3 Regular full-time employees are those who have been appointed to a regular full-time position authorized by the City Council.

1.3.1 Regular part-time employees shall be defined as part-time employees with six (6) or more consecutive months.

1.4 Union Membership and Dues

1.4.1 Joining the Union: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

1.4.2 Questions About Union Membership: If an employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

1.4.3 Signed Dues Deduction Authorization: Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be

submitted electronically or by paper writing and must be presented to the Employer's Human Resources. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. If the employee chooses to discontinue union membership and payment of dues, said employee must provide notification to the Union and the Employer. Such discontinuance shall be effective in the next payroll period after notification. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

- 1.4.4 Amounts Deducted:** The amounts to be deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee's name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.
- 1.4.5 New Employee Orientation:** These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union Representative in writing of any new employee orientation date within fourteen (14) calendar days of the day of employment. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.
- 1.4.6 Hold Harmless and Indemnification:** The Union agrees to defend and hold harmless the Employer from all claims, demands, lawsuits, orders, or judgments, etc., brought or issued which may arise from the Employer making a good faith effort to administer the provisions of this Article.
- 1.4.7** The earnings of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.

ARTICLE 2 – EMPLOYEE TRIAL AND EVALUATION PERIOD

2.1 Purpose of Trial Service Period: The trial service period is a continuation of the testing and orientation process during which the employee has an opportunity to demonstrate their ability to perform the requirements of the appointed position at a level that meets City and departmental expectations and standards. The period is a time for management to observe closely the employee's performance in order to achieve an effective match and/or adjustment of a trial service employee to their position, or to

determine that a trial service employee's performance does not meet the acceptable standards of the position.

2.2 Length of Trial Service Period: All original and promotional appointments are conditional and subject to a trial service period from the time of appointment. The trial service period is for a minimum of twelve (12) consecutive months of actual service. The successful completion of trial service means that the employee has been appraised and found capable of meeting the performance expectations of the position during the trial service period and is therefore eligible to receive a step increase within their classification range. Absent successful completion of trial service, the employee shall not be eligible to receive a step increase until such time as the trial service period has been successfully completed. The performance appraisal confirming successful completion of the trial service period must be submitted to effectuate the step increase.

2.3 Trial Service Employee Status: During the trial service period, a non-promotional trial service employee may be suspended, demoted, or terminated at any time without cause by the City Manager. The employee's department director gives a copy of the trial service employee's performance report(s) to the City Manager. The department director gives the City Manager a written appraisal of the employee's performance as well as any written recommendation for the employee's suspension, demotion, or rejection. A copy of the notification of suspension, demotion, or rejection is given to the trial service employee. Rejection of a trial service employee becomes effective only after approved by the City Manager. An employee rejection is not subject to appeal. An exit interview is conducted with a rejected trial service employee by a representative of the Human Resources office.

Trial Service Due to Promotion - A promoted employee may voluntarily revert to their former position within their six (6) months trial service period due to the promotion if position is vacant. A promoted employee contemplating such action must communicate their interest in this regard to the Department Director as soon as possible in order to coordinate the timing of the necessary administrative actions. Any employee rejected during the six (6) month trial period following a promotional appointment shall be reinstated to the position from which the employee was promoted or a comparable position unless the employee is discharged for just cause.

2.4 Employee Performance Appraisals: The performance of a trial service employee is appraised at the end of three (3) months and nine (9) months of service. More frequent appraisals may be conducted if deemed necessary by the employee's immediate supervisor or the department director. A performance appraisal will also be done prior to the employee completing trial service, and at least annually from that date forward.

Process - The original written appraisal of a trial service employee's performance is sent to the Human Resources office and approved by the Human Resources Assistant, City Manager, and placed in the employee's personnel file. A copy of the employee's performance appraisal is given to the employee.

Annual Performance Appraisal - The performance of each regular employee and regular part-time employee is evaluated at least annually by the employee's immediate supervisor and reviewed by the employee's department director. The approved City-wide performance appraisal system shall be utilized by all departments for employee performance evaluations. This evaluation may occur at a more frequent interval if deemed necessary by the immediate supervisor or the department director.

2.5 Regular Appointment: The department director (or their designee) and immediate supervisor shall be responsible for tracking the timing of the completion of the midpoint trial service appraisal and the final trial service appraisal. If the performance of the trial service employee has been satisfactory, the department director submits a written appraisal to the Human Resources office at least two (2) weeks prior to the expiration of the employee's trial service period. The City Manager shall act on the recommended action changing an employee's status from trial service to regular. Regular employment status means that an employee has been deemed capable of meeting the performance expectations of the position.

2.6 An employee shall establish seniority when he has been in the employment of the Employer for a period of thirty (30) days since his first (1st) date of employment or the end of his last break in service, whichever is the later. An employee who acquires seniority status shall be considered to have acquired such status upon his first (1st) date of employment or at the end of his last break in service, whichever is the later.

2.7 Seniority shall be defined as follows:

- 2.7.1** Administrative Services Department: Length of combined service in the finance office as listed in Appendix A.
- 2.7.2** Public Works Department: Length of combined service in each classification in the public works as listed in Appendix A.
- 2.7.3** Development Services Department: Length of combined services in each classification as listed in Appendix A.
- 2.7.4** Police Department Support: Length of combined services in each classification as listed in Appendix A.

2.8 Layoff / Recall: Seniority shall prevail in the case of layoff or rehire. The last employee hired in the affected department defined in 2.7 shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired by job classification. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the Employer must show sufficient cause for not rehiring or laying off such senior employee.

Each employee shall be given at least ten (10) working days' notice of reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' notice prior to leaving the City employment. This shall not apply to dismissals carried out under Article 10.

2.9 Promotions: With respect to promotional opportunities, vacancies will be e-mailed to all employees and posted on the City’s website for a period of at least five (5) working days. Any employee desiring to be considered for such position shall submit an application along with a cover letter stating the reasons why they should be selected for the vacancy including their qualifications and job knowledge relating to the position, training, abilities, and physical fitness to Human Resources.

2.9.1 It is agreed that in considering employee applications for promotion, the normal selection procedures of the Employer will be followed, and the following factors shall be considered in the order named:

- 1. Job knowledge relating to the position, past and present experience, training, ability, and physical fitness.
- 2. Length of continuous service with the department.

Where factor (1) is relatively equal between competing employees, then factor (2) shall govern making the promotion.

2.10 It is the policy of the Employer to afford the opportunity for advancement to each employee in the bargaining unit. Toward this end, the Employer will allow the employees paid time away from the job to attend such job-related short-schools and seminars which may be approved by the appropriate department head and may be, from time to time, offered by various State or Federal agencies; colleges and universities; Association of Washington Cities; private sponsors, or accredited trade schools. The cost of registration, reasonable cost of lodging, meals, and other applicable expenses, shall be paid by the Employer to the employees requesting advance travel funds or for reimbursement for the expenses incurred for such schools or seminars previously approved.

2.10.1 In no day of such training or seminars will an employee be paid for more than eight (8) hours per day; furthermore, time in such training is exempt from overtime provision of this Agreement, except as provided by the Fair Labor Standards Act.

2.11 Employees transferring between departments covered under this Agreement shall not have their seniority rights affected.

2.12 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

- 2.12.1** voluntarily leaves the service of the Employer;
- 2.12.2** is discharged for just cause;
- 2.12.3** is laid off for a period in excess of thirteen (13) consecutive months.

2.13 In cases where two (2) or more employees start to work in a department on the same day, the date of application for employment shall establish seniority. If the date of application is the same, the time of interview establishes which is the senior employee.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

3.1 Established Workdays and Workweeks: The standard workday for employees may range between eight (8) hours and ten (10) hours. The standard workweek is forty (40) hours.

Days Off: Days off shall be consecutive and shall include a Saturday or Sunday unless provisions are made for rotating other days off. No overtime shall be paid for regularly scheduled Saturday or Sunday work.

Lunch/Rest Periods: On a regular 8- or 10-hour assignment, a lunch period does not exceed one (1) hour and cannot be less than thirty (30) minutes. At least two (2) rest periods not exceeding fifteen (15) minutes are afforded each employee during a standard eight (8) or ten (10) hour workday. Flexibility of rest periods is prearranged between the employee and the immediate supervisor.

3.2 Exceptions to Established Work Hours: A department director may not change an employee's work period with less than ten (10) working days' notice, except in an emergency, in order to be consistent with the needs of the City, or as agreed upon by the employee.

3.3 Attendance: Employees report for their work assignments at the times and places set by their supervisors. Each department prepares attendance records of all employees. Regular attendance reports are provided by each department to the Finance Office on the form approved by the City Manager.

3.4 Pay Periods: The Employer will pay employees twice monthly. Pay dates to be no later than the 7th and 22nd of each month. If pay day falls on a Saturday or Sunday, the Friday preceding either of these days shall be the pay day. If the pay day falls on a holiday, the preceding day shall become pay day. Any errors in the employee's pay shall be corrected on the next paycheck.

3.5 Emergency Draws: An emergency draw may be granted upon approval of the Administrative Services Director or City Manager for a critical and completely unexpected, non-recurring expense. The amount of the emergency draw may not exceed fifty percent (50%) of the employee's regular net monthly salary.

3.6 Deductions: Deductions from employees' pay are ruled by current laws, contracts, and the Personnel Policy. They include the following:

1. Deductions required by law and contracts, which include Federal withholding tax, Social Security tax, State retirement systems, recognized employee organization dues, wage garnishments, and health care insurance co-payments; and

2. Deductions can be arranged for the credit union, United Way, deferred compensation, recognized employee organizations, and other deductions as approved by the City Manager. These types of deductions are arranged only upon receipt of the written authorization from an employee.

3.7 Overtime Policy: It is the policy of the City to avoid the need for overtime work in order to minimize the financial liability caused by accumulated overtime. Overtime may be necessary for the protection of the lives or property of the residents of Toppenish or the efficient operation of City departments. Authorized overtime is to be kept to a minimum.

Overtime: All work performed in excess of the workweek, that is authorized in advance by the supervisor that is authorized to assign overtime. Overtime shall be compensated for at one and one-half (1&1/2) times the employee's regular straight time hourly rate or may be converted to Comp Time as specified below.

Callbacks and Callouts: No employee shall be required to report to work due to a callback or callout except in the event of an emergency or in the event the employee is assigned to Standby Duty.

1. Prior to a Shift: Each employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one and one-half (1&1/2) times his/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift and then shall also be allowed to complete his/her regular shift.
2. All Other Times (including between shifts, on a regularly scheduled days off, during an observed holiday date, or during a day of scheduled vacation): Each employee shall be guaranteed a minimum of two (2) hours of pay at one and one-half (1&1/2) times his/her regular straight time hourly rate of pay.
 - A. Employees who are called in shall be compensated for the two (2) hours to perform the task they were called in to complete. If the specific task results in the employee working less than two (2) hours, they shall be released and not required to work the remainder of the two (2) hours. If the specific task requires more than two (2) hours, the employee shall be compensated for all hours worked at one and one-half (1-1/2) times his/her regular straight time hourly rate of pay or converted to compensatory time.
 1. Additional call backs/call outs, that occur within the first two (2) hours of a call out shall be considered an extension of the original call out/call back.

Prior Approval - An employee needs their immediate supervisor or department director's prior approval to work overtime. Overtime work required to meet an emergency situation, (unscheduled) does not require advance approval, but notification to Management will be

made in a timely manner and no later than two (2) hours after such work has been completed.

Reporting - The department director or supervisor is responsible for authorizing, approving, and submitting overtime hours on the employees' timesheet for payment of overtime and compensatory time earned during any work week.

FLSA-Mandated Overtime - The City, according to the Fair Labor Standards Act as amended, pays FLSA non-exempt employees for authorized overtime as follows:

1. Overtime work for all covered employees is defined as any time worked in excess of forty (40) hours per week; Holiday, vacation, sick, and comp time hours shall count as hours worked for the purpose of calculating overtime.
2. Overtime is paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked beyond forty (40) hours in a week; and
3. When it is necessary to direct employees to report for emergency overtime work, the minimum payment for each call-out is two (2) hours pay at one and one-half (1½) times the employees' regular hourly rates of pay.
4. Call-out duty and overtime as designated by the Employer shall be rotated among available and qualified employees as equitably as possible.
5. Employees who are called to work early, contiguous with their work schedule and those held over at the end of their regular work schedule, will not be eligible for a minimum two (2) hours call out pay but shall receive time and one-half (1½) for only the actual time worked. For example, Snow Removal: In the event an employee is called in two (2) hours or less prior to his/her regular shift, he/she shall be allowed to complete his/her regular shift.

Employees who are called out (back to work), shall receive a minimum of two (2) hours call out pay, at time and one-half (1½) times the employee's hourly rate of pay from home, back to home. Once back home, another call-out creates an additional two (2) hours minimum call out pay at time and one-half (1½) times the employee's hourly rate of pay, from home, back to home.

6. An employee who is required to return from vacation leave shall receive a minimum of four (4) hours pay at one and one-half (1½) times their regular rate. Vacation for this purpose shall be defined as the period between the last hour of work on the shift prior to commencement of the employee's approved leave until the first (1st) hour of work of the employee's next regularly scheduled shift following vacation.

3.8 If the Employer assigns an employee in the bargaining unit to assume the full duties and responsibilities of a position in a higher classification in the bargaining unit, then the employee shall be paid acting pay in the amount as set forth in Article 3.7.2.

3.8.1 Eligibility for such acting pay shall be after the completion of eight (8) consecutive hours of work in such assignment and shall be paid for all hours worked.

3.8.2 The prevailing differential rate between classifications will be paid, provided that the employee's acting pay shall not put him in a position of receiving more money than he would receive if acting in that higher classification and that such pay does not exceed five percent (5%).

3.9 Accrual of and Conversion to Comp Time: Upon approval of the department director or the department director's appointed representative, an employee may choose to receive compensatory time at one and one-half (1½) hours for each hour worked in excess of forty (40) hours per week. Compensatory time may accrue to a limit of forty (40) hours, with any time in excess of forty (40) hours paid at the applicable rate. Compensatory time will be cashed out in the first pay period of December. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year, except if comp time is accrued during the last pay period in December. When possible, all compensatory time off must be requested seven (7) days in advance or more. The Public Works Director or designee, after consultation with the lead personnel, shall confirm or deny the requested compensatory time off. Compensatory time off request may only be denied if it places an undue burden on the employer.

1. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment, that is eight (8) minutes rounded up to the nearest quarter hour.
2. There shall be no compounding or pyramiding of overtime.

Upon approval of the department director or the department director's appointed representative, an employee may choose to receive compensatory time at one and one-half (1½) hours for each hour worked in excess of forty (40) hours per week. The maximum accrual of compensatory time shall not exceed forty (40) hours at any given time. The accumulation and use of compensatory time by an employee are documented on the employee's timesheet.

Leave Record Keeping - For reasons of public accountability, records of all employees' use of leave are maintained in accordance with State records retention schedules.

3.10 Standby

- A. At the employer's option, an employee may be placed on "Standby" status. Standby days are intended to be weekends and holidays to provide emergency service during hours outside of normal business operation, however Standby may be assigned during anticipated weather events or

other emergencies. This status requires the employee be available on a twenty-four (24) hour basis for emergency work. The employee must be able to respond by telephone within fifteen (15) minutes to any call at any time during the Standby period. An employee on standby must remain mentally and physically fit for duty while on stand-by and must be capable of physically responding to their regularly assigned work location within sixty (60) minutes of being directed to do so.

When called out to respond, Standby personnel will ensure that their cell phone is turned on in order that they may be contacted by personnel or duty supervisor if necessary.

- B. Standby assignments shall be offered equally amongst those qualified and necessary to perform Standby duties as determined by the Public Works Director or designee. The employer will post a standby duty roster monthly.

If the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is the employee's responsibility to find a replacement in advance of the scheduled period and notify the Public Works Director or designee in writing no less than three (3) days prior to starting date of the scheduled standby day(s).

- C. Employees will be compensated for being on standby status at the rate of two (2) hours at the employee's base rate of pay for each full day (24 hour-period) scheduled on standby. Hours worked on Standby response on Sundays or holidays will be paid at two (2) times the employee's regular rate of pay, however no compounding or pyramiding of overtime is allowed. Time spent driving from the employee's residence to the Standby assignment shall be considered hours worked.

- D. A take home response vehicle shall be made available to the employee(s) on Standby. The employee may also report to the Public Works facility to pick up a response vehicle, if they prefer. The vehicle shall be equipped with the necessary tools and traffic control devices for Standby response.

If the employee elects to take home the response vehicle, any city vehicle should be kept at the employee's residence and should be no further than a 30 mile radius from the City of Toppenish Public Works facility, unless approved by the Public Works Director or designee.

The vehicle will be used for City business only. No personal use of the vehicle is authorized, i.e. stopping at grocery stores, restaurants, fitness centers, etc. The employee must comply with the City Vehicle Use policy.

- E. An employee on standby status is subject to call back duty as described in the Call Back/ Section 3.7.

- F. The City intends to use standby for weekend and holiday coverage for emergency events. However, if Standby is required due to an emergency condition, the maximum duration of a standby assignment will be no more than one week at a time, unless by mutual agreement of the Employee and the Public Works Director or designee and paid in accordance with 3.10 (C.) above.

3.11 Paid Holidays:

Regular Holidays - The following holidays are recognized as municipal holidays for pay purposes. Regular, regular part-time and trial service employees have these days off with pay: Regular part-time employees shall receive time off with pay on a pro-rated basis for the time worked.

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Floating Holiday

The scheduling and use of the floating holiday shall not create overtime unless approved by the immediate supervisor. The use of the floating holiday shall be in accordance with Toppenish Personnel Policy 3.09.

When a day recognized as a holiday by the City falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday by the City falls on Saturday, the preceding Friday is observed as the holiday.

A holiday falling within a regular full-time or a regular part-time employee's vacation period shall not constitute a vacation day and a holiday occurring while a regular full-time or regular part-time employee is on sick leave shall not count against the employee's sick leave credit.

Religious Holiday - An employee who wishes to be excused from work in observance of a religious holiday will request approval of the absence from the department director. If approved, the time off is charged against vacation leave or compensatory time.

3.12 Employees Required to Work on Holidays: Any covered employee eligible for holiday benefits who must work on a day designated as a holiday, under the provisions of this contract, or such other day as authorized by the City, shall be paid a full day (8 hours) at one and one-half (1½) times (not including the paid holiday hours which he/she is already entitled to) the employee's hourly rate of pay for hours worked on the holiday.

When a day designated as a holiday, under the provisions of this contract, or such other day as authorized by the City, falls on an eligible covered employee's normally assigned day off, the employee shall receive eight (8) hours of holiday pay.

3.13 Alternative Work Schedules: One example of an alternative to the standard 5 days/8 hours per day work week is the four (4) days per week/ten (10) hours per day (4-10) work schedule or prorated for employees on a part-time schedule (e.g., 2-10 schedule for a half time, 20-hour per week employee). The alternative work schedule is defined as follows:

1. Approval by the Department Director and City Manager;
2. Approval by the affected employee;
3. All sections of the Personnel Policy Manual apply to the alternative schedule except as noted;
4. Employees are committed to working the alternative work shift for the duration of its schedule; however, employees may return to a regular 5-8 work schedule upon written request to their department director and with reasonable notice. The department director may return the employee to a regular schedule with reasonable notice if the director finds the alternative schedule to be adversely impacting the department or provision of City services;
5. The alternative schedule may be proposed by either the supervisor and department director or by the affected employee and shall include the proposed hours of work, the duration, days off, and affected classification;
6. The City will strive to accommodate employees' requests for three (3) consecutive days off and will ensure at a minimum that at least two (2) of the three (3) days off are consecutive;

3.14 Public Health, Safety and Welfare: Both parties agree that the public health, safety, and welfare depend on the prompt delivery of quality public services and to this end both the Union and City recognize their individual and collective responsibilities to work together to create the most effective and efficient type of manpower scheduling to serve and prevent any threat to the public health, safety, and welfare.

ARTICLE 4 – VACATIONS

4.1 Eligibility: Regular employees and regular part-time employees are eligible to use accumulated vacation leave after the completion of the probationary period or after six (6) months whichever is less. Use of these accrued and accumulated vacation hours are subject to approval by the employee's immediate supervisor. An employee's vacation may not exceed the amount of vacation time the employee has actually accrued and accumulated.

Temporary and emergency employees are not eligible to earn vacation leave with pay.

4.2 Vacation Accrual: Vacation leave is accrued starting on the employee's first day of employment.

1. First three (3) years (1-36 months) of continuous service: 8 hours per month;
2. Through fifth (5th) year (37-60 months) of continuous service: 10 hours per month;
3. Through ninth (9th) year (61-108 months) of continuous service: 12 hours per month;
4. Through fifteenth (15th) year (109-180 months) of continuous service: 13.3 hours per month; and
5. After completion of fifteenth (15th) year and beyond (181+ months) of continuous service: 16.67 hours per month.

Vacation leave for a regular part-time employee is accrued from their employment date at a pro-rated amount.

4.3 Use of Vacation:

Scheduling - The dates and length of time an employee's use of accumulated vacation leave requires prior approval by the employee's supervisor. Employees are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests with their supervisor. Any vacations scheduled during the calendar year (and requested over twenty (20) days in advance of the requested time off), shall be scheduled in order of request without regard for seniority. All requests for leave are subject to approval by the Department Director or his designee. If a request is denied, the reason for such denial shall be communicated to the employee in writing.

Maximum Hours - Vacation leave may be used as accumulated. Vacation leave is, however, not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period. As of December 31, of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours. Any accrued vacation leave in excess of 240 hours will be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.

Vacation accruals during months when an employee works less than the standards workweek will be prorated based on the number of hours actually worked.

4.4 Vacation Payoff at Termination: A terminating employee is paid for accrued and accumulated vacation leave (to a maximum of 240 hours) at the rate of pay in effect at the time of separation. However, no employee shall lose accumulated leave time because their request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

4.5 Effect of Extended Military or Other Leave of Absence: An employee who is granted a military or other leave of absence exceeding one hundred and eighty (180)

calendar days may request payment for accumulated vacation leave that remains on their record. An employee may also request payment for any accrued vacation as of the date the employee's military leave commences.

4.6 Vacation Cash-Out and Required Vacation: An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave. The maximum number of vacation hours that may be exchanged is forty (40) hours. An employee who requests a cash payment for up to forty (40) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least one (1) week of actual vacation/rest time each calendar year. In addition, the utilization of this benefit may not draw down the employees vacation below forty (40) hours.

ARTICLE 5 – SICK LEAVE

5.1 Use of Sick Leave: An employee is authorized to use sick leave for the following reasons:

1. An absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
3. When an employee's place of business has been closed by emergency order or when an employee's child's school or place of care has been closed for such a reason.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this policy are:

1. "Family member" means any of the following:
 - a. A child including biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is de facto parent regardless of age or dependency status;
 - b. A biological, adoptive, de facto, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. Spouse;

- d. Registered domestic partner;
 - e. A grandparent;
 - f. A grandchild; or
 - g. A sibling;
 - h. Any individual who regularly resides in the employee's home, unless that individual only resides in the same home and there is no expectation of care by the employee;
 - i. An individual for whom the relationship creates an expectation that the employee will care for the person, and that individual depends on the employee for care; and
 - j. The spouse of the employee's child.
2. "Serious health condition" as defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider.
 3. "Sick leave" means time allowed to an employee for one of the uses outlined in Section 7.01. Other paid time off (i.e., vacation, and compensatory time) can be substituted for sick leave if the employee chooses and provisions of the use as defined in 4.3 are followed; and Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 6 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Manager may require verification that an employee's use of paid sick leave is for an authorized purpose. The employee must

provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances.

However, an employee need not incur unreasonable burden or expense in order to comply with a verification request.

A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request.

5.2 Eligibility. Regular, regular part-time, and trial service employees, temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave.

5.3 Accrual and Carry Over. Regular employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek is prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours.

An employee may carry over from calendar year to calendar year no more than 960 hours of accumulated sick leave.

5.4 Accumulation and Sick Leave Benefit upon Separation. Upon resignation after completing at least ten (10) years of continuous service, death, or retirement through the Department of Retirement System an employee shall be paid for 25% of a maximum of 960 hours of their accumulated sick leave.

5.5 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Manager. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

5.6 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be compensated with their accumulated sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

ARTICLE 6 – OTHER LEAVES OF ABSENCE

Note: All leave provided in this chapter, if taken for purposes covered by the Family and Medical Leave Act, run concurrently with FMLA and apply toward an employee's 12-week entitlement, unless otherwise indicated.

6.1 Authorized Leave of Absence without Pay: A leave of absence is not a right, but a privilege. Leaves of absence, other than those that qualify as family or medical leave may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing according to the following provisions:

1. A request for a leave of absence without pay for one (1) week or less may be granted by the department director, depending on the merit of the individual case;
2. A request for a leave of absence without pay in excess of one (1) week may be granted by a department director with the approval of the City Manager, depending on the merit of the individual case; and
3. A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first. A leave of absence may not exceed twelve (12) consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination. Such leave of absence, or extension, shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided, when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.

6.2 Bereavement Leave: In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday, will be granted to regular full-time employees. The phrase "immediate family" for the purpose of this bereavement policy, includes the employee's spouse, registered domestic partner, children, parent, parent-in-law, brother/sister, brother/sister-in-law, grandparent, grandchildren, and equivalent step relatives. "Extended family" for the purpose of this bereavement policy includes the aunts, uncles, nieces, nephews or cousins of the employee, employee's spouse, or registered domestic partner.

For immediate family members, twenty-four (24) consecutive work hours off with pay, per occurrence, will be approved to attend and/or make arrangements for the funeral or memorial service.

For extended family member, 8 consecutive work hours off with pay, per occurrence, will be approved to attend the funeral or memorial service.

An additional 16 consecutive work hours off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds one hundred-fifty (150) miles each way.

Nothing in this section precludes an employee from utilizing approved vacation, comp time or holiday-in-lieu time in conjunction with bereavement leave. Said leave to be approved by the department director.

6.3 Military Leave of Absence: Military leave is granted according to the provisions of Federal and State law which provide for unpaid leave for employees required to fill an obligation as a member of the Armed Forces Reserves. Whenever possible, the employee making a request for a military leave of absence will notify an immediate supervisor of the request ten (10) working days before the beginning date of the leave of absence. Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period as established by RCW (currently the calendar defined by statute is October 1 to September 30). It is the intent of this section that it conforms with Section 38.40.060 of the Revised Code of Washington and applicable federal law.

6.4 Maternity Leave of Absence: Maternity leave is leave granted an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee's physician releases her for work. Maternity leave is in addition to the provisions of leave as outlined in Chapter 11 of the Personnel Policy Manual - Family and Medical Leave.

Paid Leave - Maternity leave may be charged to the employee's accrued sick leave, vacation, and compensatory leave. The City will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave.

6.5 Subpoena:

Related to Employment - An employee who is subpoenaed to appear in court as a witness in a matter arising from their job-related duties with the City is granted leave with pay when the employee is appearing during their workday. If the employee appears when off-duty, the employee receives overtime pay or compensatory time. Compensation received by the employee for witness or subpoena fees, and for mileage when traveling in a City-owned vehicle is remitted to the City. Compensation for mileage, when traveling in a private vehicle, is retained by the employee.

Not Related to Employment - If an employee is subpoenaed to appear in court as a witness in a matter not arising from their job-related duties with the City, they will use accumulated leave and provide a copy of the subpoena to their immediate supervisor. Compensation for witness or subpoena fees, mileage, and subsistence is retained by the employee.

6.6 Jury Duty: A regular employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks or until released, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received. Compensation for mileage when the employee uses their own vehicle, and the subsistence allowance is not to be considered as fees and are retained by the employee.

Notice - Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury.

If a regular employee is serving jury duty when they are off duty or using vacation or personal leave, all fees, mileage, and subsistence allowances are retained by the employee.

ARTICLE 7 – FAMILY AND MEDICAL LEAVE POLICY

7.1 Policy Statement: In accordance with the Federal Family and Medical Leave Act (FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

- 1. The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12-month period beginning on the date of such birth or placement;
- 2. In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition; and
- 3. An employee's own serious health condition that makes the employee unable to perform the essential function(s) of their position.

7.2 Definitions:

Twelve-Month Period - A rolling twelve-month period measured backward from the date family and medical leave is taken. The period continues with each additional family and medical leave day taken.

Spouse - Either member of a legally married pair. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. Example, if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks of leave due to his or her own serious health condition.

Child - A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or stepchild.

Serious Health Condition - A serious health condition is an illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health provider. Continuing treatment involves:

1. A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;
2. A period of incapacity due to pregnancy or for prenatal care;
3. Treatment for chronic serious health conditions such as asthma and diabetes which (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity; and
4. Treatments for serious conditions such as cancer that may not be incapacitating but without treatments would result in a period of incapacity of more than three (3) consecutive days.

Health Care Provider - Any health care provider that is recognized by the City or accepted by the City's group health plan. This may include physicians, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse midwives and clinical social workers.

7.3 Eligibility for Leave: To be eligible for family and medical leave, an employee must have been employed by the City for at least twelve (12) months. Employees must have worked 1,250 hours during the 12 months prior to the commencement of leave. Vacation, personal leave, sick leave, or unpaid leave is not included in the 1,250-hour calculation.

7.4 Intermittent or Reduced Leave: An employee may take FMLA leave on an intermittent basis (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the City and the employee agree to such a schedule.

Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the

intermittent leave schedule and the expected duration. Employees are required to schedule intermittent leave that is foreseeable, so as not to unduly disrupt the City's operations and so the City can assign employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

For regular part-time employees and employees who work variable hours, the FMLA entitlement will be calculated on a prorated basis. A weekly average of the employee's hours worked over the twelve-week period before the beginning of the family and medical leave will be used for calculating the employee's normal workweek.

7.5 Substitution of Paid Leave: After an employee on FMLA leave has exhausted their accumulated vacation leave or sick leave, the remainder of the FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) weeks.

An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to the work-related illness or injury will count toward the employee's FMLA benefit.

The FMLA Act does not allow for the substitution of compensatory time for unpaid FMLA leave.

7.6 Designating Leave as FMLA Leave: The City has the authority to designate before leave starts, whether any paid leave to be taken counts towards an employee's FMLA leave entitlement and will notify the employee immediately upon learning that it qualifies as FMLA leave. The initial notification to the employee may be oral but will be confirmed in writing by the next regular payday. The City's designation is based upon information obtained from the employee or the employee's spokesperson (e.g., spouse, parent, physician, etc. if the employee is incapacitated). The employee must provide enough information to enable the City to make a determination, if not; the City may make a tentative designation until further inquiry is made to obtain the additional information.

7.7 Employee Notice Requirements: An employee must provide the City with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. Failure to provide the notice will give the City the right to delay the taking of leave until at least thirty (30) days after the date the employee provides notice to the City of the need for FMLA leave. If thirty (30) days' notice cannot be provided, notice must be given as soon as practicable. Verbal notification should be provided within one or two business days of when the need for leave becomes known to the employee. When planning medical treatment, the employee will consult with the City and make a reasonable effort to schedule the leave so as not to "unduly disrupt the City's operations, subject to the approval of the health care provider."

Medical Certification - If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. When the leave is foreseeable and at

least 30 days' notice has been provided, the medical certification should be provided before the leave begins. The City will allow at least 15 calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by the Human Resources office.

Second Opinion - The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.

If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred to obtain the second and third opinions.

Confidentiality - All documentation related to the employee's or family member's medical condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.

7.8 Payment of Group Health Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the group health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave. The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave is unpaid, the City requires that payment of the employee's portion of the payment of health benefit premiums will be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.

The City's obligation to maintain group health benefits ends after a premium payment is more than 30 days late. The City will provide 15 days' notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.

Failure to Return to Work - The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."

7.9 Rights upon Return to Work: When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Family Medical Leave Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job.

The employee's restoration rights are the same as they would have been if the employee had not been on FMLA leave. For example, if the employee's position would have been eliminated, or if the employee would have been terminated, the employee does not have the right to be reinstated upon return from FMLA leave.

Seniority - An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return - Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but where foreseeable, give the City reasonable advance notice, generally at least two working days.

Request for Extension - An employee should give reasonable notice to the City of the need for an extension, and provide updated medical certification, if appropriate, if less than the 12 weeks of FMLA leave has been used.

Failure to Return to Work - An employee who does not (or is unable to) return to work after exhausting the 12 weeks is no longer protected by FMLA. If the employee is able to return at some time after the 12-week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

ARTICLE 8 – SHARED LEAVE POLICY

8.1 Policy Statement: The purpose of shared leave is to permit City employees to come to the aid of a fellow City employee who is suffering from or has an immediate family member suffering from an extraordinary medical emergency. The severity of the emergency would cause the employee to take leave without pay or to terminate employment without shared leave. Shared leave may be donated to an employee who is taking FMLA leave to enable the employee out on FMLA leave to continue to be paid during their absence. Application of shared leave will not affect the duration of that employee's 12-week entitlement.

8.2 Eligibility Criteria: The Human Resources Assistant, with the City Manager's approval, permits an employee to receive shared leave if:

1. The employee suffers, or has an immediate family member suffering from, an illness, injury, impairment, physical or mental condition which is of an extraordinary or severe nature and which would otherwise cause, or be likely to cause, the employee to go on a leave without pay or terminate employment with the City;
2. For the employee to receive donated leave the employee must first exhaust the entire employee's own accumulated compensatory and sick leave and have a vacation balance of not greater than twenty-four 24 hours. The employee may receive donated leave and still retain up to twenty-four 24 hours of accrued vacation leave;
3. Prior to the use of shared leave, the employee has abided by the City's sick leave policy;
4. The employee has diligently pursued and is found to be ineligible for worker's compensation insurance benefits;
5. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program, or which would otherwise be incurred by the employee's department; and
6. The employee provides appropriate medical justification and documentation both of the necessity for the leave and the length of time which the employee reasonably can be expected to be absent due to the condition.

8.3 Amount of Leave Received: The Human Resources Assistant, with the City Manager's concurrence, verifies the amount of shared leave, if any, the employee needs to receive per the guidelines below:

1. An employee may not receive more than six (6) months of shared leave per occurrence; and;
2. To the extent possible, shared leave is to be used in a consecutive and continuous basis.

8.4 Transfer Process: Employees may request the Human Resources Assistant to approve the transfer of a specified amount of vacation leave, sick leave, or compensatory time to an employee who is authorized to receive shared leave as provided therein.

1. To be eligible to donate vacation or sick leave, an employee must have a minimum accrued balance of forty (40) hours of vacation or sick leave. Accrued compensatory time may also be donated. All transferred leave will be in increments of one (1) hour and is voluntary;

2. While on shared leave, an employee continues to be classified as a City employee and is eligible for all compensation (salary and benefits) they would be otherwise receiving if using paid leave;
3. The employee's total compensation, including self-insured workers compensation insurance, may not exceed the compensation the employee would have received while in regular paid status; and
4. For those employees who prefer to donate or receive shared leave in confidence, every effort will be made to respect the individual's privacy.

8.5 "Value" of Leave: Shared leave will be transferred on an hour-for-hour basis.

1. Shared leave will be converted to sick leave for the recipient;
2. The Finance Office is responsible for transferring the donated hours to the leave balances of shared leave recipients. Records will be maintained in the event any unused leave time is returned at a later date; and
3. Unused leave will be returned to donating employees on an equal basis. The Human Resources office determines when shared leave is no longer needed.

8.6 Monitoring: The Human Resources office will monitor the use of shared leave to ensure equal treatment of all City employees. Inappropriate use may result in the cancellation of donated or unused shared leave.

An employee currently receiving shared leave who leaves City service is not paid for the remaining balances of any donated and unused shared leave.

ARTICLE 9 – TERMINATION OF EMPLOYMENT

9.1 Upon termination of employment for any reason, all regular full-time and regular part-time employees shall receive severance pay for:

- 9.1.1** Accrued and unused vacations as provided for in Article 4.4 of this agreement (if applicable).
- 9.1.2** Overtime for which pay has been authorized.
- 9.1.3** Pro-rata longevity pay, where applicable.
- 9.1.4** Sick leave cash-out as provided for in Article 5.4 of this agreement (if applicable).

9.2 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with state statute (RCW, Title 11).

ARTICLE 10 – DISCIPLINE - DISCHARGE-SUSPENSION - WRITTEN WARNING NOTICE

10.1 The Employer shall not discharge, demote, or suspend any employee without just cause. The Employer retains the right to discharge new employees at will during or at the end of the designated probationary period and the discharge shall not be subject to further recourse under this Agreement.

10.2 Progressive Discipline: Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the object of correcting the problem(s). Often counseling and verbal warnings will accomplish the objective, but in certain situations, written warning(s), reprimand(s), suspension, demotion, or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

10.3 A copy of such written warning notice shall be submitted to the employee and the Union's Yakima office within fourteen (14) days of the date of the cited violation or fourteen (14) days from the date said violation became known to the Employer. Noncompliance with the above time limit(s), except due to unavailability of designated recipients, will set aside the written notice as being null and void.

10.3.1 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the charge but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

10.3.2 Written warning notices shall be removed from an employee's personnel record at the end of a twelve (12) month period provided no additional written warning for the same or similar act has been issued during that period and the employee submits a written request to the Department Director. In the latter event, the expiration period of the subsequent warning shall control.

10.4 If a written reprimand is to be issued, the employee shall be informed by his supervisor of the impending action, and a meeting shall be scheduled within seven (7) calendar days to explain the grounds for discipline. At said meeting, the employee shall have the right to be accompanied by a representative and afforded the opportunity to present information and/or ask questions.

10.4.1 Upon issuance of a reprimand, a copy shall be provided to the employee and the Union's Yakima office. The employee shall have the right to appeal and/or submit a written answer to any and all charges within seven (7) calendar days. Any written answer shall be made a part of the reprimand and the employee and the supervisor shall sign both documents. Said signatures do not signify admission or concurrence, but merely acknowledgment.

- 10.4.2** A written reprimand may be appealed in accordance with Article 11 – Grievance Procedure of this Agreement. Any written reprimand or commendation shall, upon written request, be removed from an employee's personnel record after twenty-four (24) months.

10.5 In the event an employee is to be suspended, demoted, or discharged, a written notice of such action, and the reasons, therefore, shall be provided to the employee and the Union Business Representative. Such notice shall be given no later than twenty-four (24) hours prior to the effective date of suspension, demotion, or discharge. Any such disciplinary action(s) may be appealed through the Grievance Procedure of this Agreement. Appeal shall be made in writing to the Employer within ten (10) calendar days of the employee's receipt of the Employer's original notice. If no appeal is submitted within the designated time period, the Employer's action will be deemed justified and conclusive.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

11.1 Policy: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of the employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

11.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

11.3 Procedure: The following procedure is established to resolve grievances provided, however, that any member of the bargaining unit, at any time, may present his grievance to the City in accord with R.C.W. 41.56.080.

11.3.1 Step I: An employee having a concern which he feels could be a grievance shall bring up and discuss the matter within fourteen (14) calendar days of the date that the incident being grieved occurred, or it shall be deemed waived. The employee shall first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment consistent with the terms of this Agreement. The supervisor shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is raised by the employee. The employee shall have the option of being accompanied by his Union Representative if he/she feels it is necessary.

11.3.2 Step II: If the grievance is not resolved with the decision of the employee's supervisor in Step I, then the Union and the employee within fourteen (14) calendar days after the supervisor's decision shall discuss the matter with his/her department head in an attempt to resolve the

grievance. The department head shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is submitted to the department head.

- 11.3.3 Step III:** If the grievance is not resolved with the decision of the appropriate department head, then within fourteen (14) calendar days of the department head's determination the grievance shall be reduced to writing and submitted to the City Manager. The written grievance shall include the reasons why the employee or Union believes the department head's interpretation and/or application of the Agreement are incorrect and the proposed resolution of the grievance. The Union and the City Manager shall attempt to resolve the grievance within fourteen (14) calendar days after the grievance is submitted to the City Manager.
- 11.3.4 Step IV:** If the grievance is not resolved in Step III, it may be referred to a committee consisting of four (4) members, two (2) appointed by the City Manager and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance within fourteen (14) calendar days. A majority decision of the committee shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. If such committee fails to reach a majority decision on such grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the grievance to arbitration, Step V.
- 11.3.5 Step V:** If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to expedited mediation-arbitration. There shall be no withholding by either side of known facts or evidence, relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

Upon demand for arbitration, both parties shall immediately petition the Federal Mediation and Conciliation Service for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant and shall be final and binding.

The arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall

have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union, and Employer.

Either party has the right to have a representative represent them at any step of the grievance procedure.

The following grievance principles shall govern and be controlling in any and all grievances:

1. While the grievant may be "made whole", any punitive award shall be void and unenforceable;
 2. Unless agreed otherwise, only one grievance will be heard at a time by an arbiter;
 3. Either party may, thirty (30) days or more prior to the date set for arbitration, by notice to the other, take the grievance out of the arbitration process; and
 4. The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.
- 11.3.6** The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.
- 11.3.7** Time limits are mandatory but may be extended by mutual agreement. Provided, however, any request for extension must be made before the applicable time limit has expired.

ARTICLE 12 – WORKING CONDITIONS AND SAFETY COMMITTEE

12.1 The Employer shall provide laundry service for uniforms which are to be provided for all regular full-time public works employees covered by this Agreement.

12.2 The Employer agrees to make available rain gear (pants, coats, hip boots, and rubber gloves) and winter gear (coats, hats, gloves) for full-time public works employees and will replace on a fair wear and tear basis. The employee will wear the gear on the job only; the Employer will select the gear.

- 12.2.1** In addition to the above gear, the employer will provide safety boots for Public Works employees on an as-needed basis, no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by the Department Director to be no longer serviceable. The annual boot allowance is \$250. The employee may opt to buy a more expensive pair of boots and pay the difference at the time of the purchase; however Article 12.5 of this contract applies.

12.3 If the City requires uniforms for any position, the City shall provide them at no cost to affected employees and shall provide uniform cleaning and maintenance as required to maintain clean and serviceable uniforms.

12.4 No employee shall be required to provide tools for City work.

12.5 Upon termination of employment with the Employer, all clothing, equipment, and tools provided by the Employer shall remain with the Employer.

12.6 Safety Committee: The Employer and the Union agree that it is of mutual interest to establish a Safety Committee responsible for such programming, risk management, injury investigation, recommendations for corrections, and evaluation of work-safety procedures as, from time to time, may be necessary.

12.6.1 The Union agrees that members of the bargaining unit designated by management, or who have been elected by employees of the Employer, shall actively participate in the affairs of the Safety Committee which includes, but is not limited to, the scope of work performed by the bargaining unit.

12.6.2 The Employer agrees that such committee service is important to the well-being of both the employee and the Employer. Toward this end, the Employer will provide time for meetings related to employee safety during regular working hours for all approved meetings.

12.6.3 It is the intent of the Employer to compensate for committee service at regular base pay. Committee service is to take place during regular working hours and no premium or overtime pay shall be made for committee services.

ARTICLE 13 – HEALTH CARE BENEFIT PLANS

13.1 Medical - Employee: The Employer shall pay, on behalf of the individual regular full-time employees of the bargaining unit, the total health/medical insurance premium for each employee who is enrolled and eligible for coverage. The City will pay 90% of the total premium cost of the plan for the employee and their qualified dependents and employees will pay 10% of the premium for the employee and their qualified dependents upon ratification.

13.2 Effective January 1, 2025, the Employer will continue to contribute toward the Association of Washington Cities, Health First 250", medical program and Washington Teamsters Welfare Trust Dental Plan A and Washington Teamsters Welfare Trust Vision Plan EXT.

13.2.1 Effective January 1, 2025, Dental Plan A contribution rate \$120.50 per month.

- 13.2.2** Effective January 1, 2025, Vision Plan EXT, contribution rate \$17.10 per month.
- 13.2.3** Effective January 1, 2025, in addition to the above benefits, the City shall provide each employee with a \$20,000 life insurance policy at no cost to the employee.

13.3 In the event that the members of the bargaining unit elect to cancel any of the above-cited plans, an amount equal to the resulting premium savings shall be reduced from any portion of the premiums paid by employees. If the employee amount is reduced to nothing (\$0), there shall be no other reimbursement or compensation paid employees.

13.4 Employee Responsibility: Each employee has been provided a copy of this Agreement and current copies of the benefit description booklets for each of the above cited plans. It is the responsibility of the employee to read this material, to determine when they will become eligible for each benefit. In the event an employee should have a month go by in which they are not compensated for the required number of hours for the Employer to pay their premium, it is the employee's responsibility to make alternate arrangements for premium payment to continue coverage(s).

13.5 Insurance Carrier Designation: For the term of this Agreement, the Employer shall maintain participation in the designated Teamster Trusts (i.e., vision and dental), so long as they meet benefit and claim commitments. However, the Employer retains the right to select the insurance carrier for the medical plan, provided benefit levels are not materially reduced or the cost to the employees increased.

ARTICLE 14 – WAGE RATES - OTHER PROVISIONS

14.1 The wage rate for the classifications covered by this Agreement shall be as set forth in Appendix “A” attached to this Agreement and made a part of this Agreement by reference.

14.2 Each member of the bargaining unit shall receive longevity pay based upon the schedule contained in Appendix” B” which is made a part of this Agreement by reference.

14.3 Deferred Compensation: The City shall offer employees deferred compensation accounts, based on a program/administrator selected by the City. The City shall match employee contributions on a dollar-for-dollar basis, up to a maximum of two percent (2%) of an eligible employee’s base pay.

ARTICLE 15 – LIABILITY INSURANCE

15.1 The Employer agrees to provide insurance coverage and/or legal defense services to employees to reasonably protect them from liability lawsuits brought by third (3rd) parties due to acts performed in the line of duty and within the scope of employment. It is understood that said protection does not extend to any dishonest, fraudulent, criminal, or malicious act(s).

ARTICLE 16 – UNION ACTIVITY

16.1 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board of not more than six (6) square feet (3' x 2'). No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar Union business. Posting shall be limited to the official bulletin board.

16.2 Leave for Union Business: The Steward, without loss of pay, shall be provided time to meet with the City for the purposes of contract negotiations, grievance meetings, or disputes arising from the interpretation of this Agreement. Any such meeting shall take place and be scheduled while the Steward is on duty. A reasonable time shall be given to discuss union business and/or the matters or reasons for the grievance with the affected employee. The City shall allow one (1) employee from each represented group to be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiations sessions might continue into the employees off duty time without compensation.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

17.1 Medical Exams: Any physical and/or mental examination(s), except for physicals required for purposes of entrance and applications, State disability requirements and Retirement System requirements, which are required by the Employer, shall be taken on Employer time, and shall be paid by the Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

17.2 Gender: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

ARTICLE 18 – PERSONNEL FILES

18.1 File Access: An employee or designated representative shall have the right to view material in his personnel file during regular business hours (9:00 A.M. to 5:00 P.M., Monday through Friday). Requests for copies will be honored at a cost of ten cents (\$.10) per copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee. The Employer may withhold internal investigatory information until such time as such information is used for disciplinary action.

18.2 The Employer will provide an employee with a copy of any derogatory or negative report placed in their personnel file at the time of the action.

ARTICLE 19 – RIGHTS OF PARTIES

19.1 Management: It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge for just cause; to relieve employees due to lack of work or funds, and to make and enforce reasonable rules and regulations.

19.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 20 – CONTINUATION OF WORK

20.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with Employer functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

20.2 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.

ARTICLE 21 – SAVINGS CLAUSE

21.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any Article or Section of this Agreement, or any addendums thereto, should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with law or enforcement of any Article should be restrained by said tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 – TERM OF AGREEMENT

22.1 This Agreement shall be in full force and effect from and including January 1, 2025, through December 31, 2027 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SIGNED FOR THE CITY:

City Manager

Date

SIGNED FOR THE UNION:

Rui P. A. Salazar
Secretary Treasurer

3.13.25
Date

ATTEST:

City Clerk

Date

ORIGINAL

APPENDIX "A" – CLASSIFICATION & WAGE RATES

Teamsters - General 1/1/2025 thru 12/31/2027 [2025: 3% wage increase]; [2026: 2% wage increase]; [2027: 2%wage increase]							
Class Title	5% increments between Steps						
	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PW- Administrative Assistant ¹ , Customer Service Clerk ²	3,690	3,875	4,069	4,272	4,486	4,710	4,946
Finance Technician ¹ ; Maintenance Technician ² ; Grounds Maintenance Technician ² ; WWTP OIT ² ;	4,145	4,352	4,570	4,799	5,039	5,291	5,556
Lead Finance Technician ¹ ; Water Operator I ² ; WWTP Operator I ² ; Sr. Records Specialist ³	4,353	4,570	4,799	5,039	5,291	5,556	5,834
Code Enforcement Officer ⁴ ; Permit Coordinator ⁴ ; Water Operator II ² ; WWTP Operator II ²	4,658	4,891	5,136	5,393	5,663	5,946	6,243

¹ Public Works² Administrative Services³ Police Support⁴ Development Services

APPENDIX “B” – INCENTIVE PLANS

LONGEVITY PAY PLAN

1.B.1 Longevity Pay: Each regular full-time member of the bargaining unit shall receive longevity pay based upon the schedule listed in this Article.

2 nd through 5 th year of service	\$20.00 per month,	\$240.00 per year
6 th through 10 th year of service	\$70.00 per month,	\$840.00 per year
11 th year of service and thereafter	\$170.00 per month,	\$2,040.00 per year

Regular part-time employees who are employed on a continuing, regular basis without a break in employment shall receive longevity pay on a proportionate basis of hours worked per the appropriate schedule provided above.

Longevity shall be paid in a lump sum on the fifteenth (15th) of December of each year.

(a) INTERPRETER PAY

1.B.2 Interpreter: Employees shall receive interpreter pay of 2.50% of their base wage per month. Employees must pass a proficiency test administered by the City or their designee to qualify. This pay premium shall not be used in calculation of overtime compensation. Interpreter pay will be provided as long as the City determines there is a need for the skill.