



CITY COUNCIL REGULAR MEETING

Monday, May 13, 2024 at 7:00 PM

City Hall

AGENDA

1. Call to Order
2. Flag Salute
3. Roll Call
4. Presentation
5. Approval of Agenda
6. Consent Agenda

[A.](#) April 22, 2024

B. Audit of Reports

1. Claims #1093 - #1129 = \$296,273.28

May 13, 2024

2. Payroll #1089 - #1092 = \$205,102.51

April 26 & May 10, 2024

VOID #1059

7. Reports
8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

9. Discussion

[A.](#) Traffic Impact Fee

[B.](#) Department of Ecology Stormwater Capacity Grant Agreement

10. New Business

11. Old Business

[A.](#) IAM&AW Collective Bargaining Agreement 2024-2026

12. Ordinances & Resolution

[A.](#) Resolution 1275-24, Public Works Equipment Surplus List

[B.](#) Ordinance 1235-24, 2024 Budget Amendment

13. Next Workshop

14. Adjournment



CITY COUNCIL WORKSHOP MEETING

Monday, April 22, 2024 at 6:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Pro Tem Fairley called the meeting to order at 6:01 PM.

2. Roll Call

PRESENT

- Council Member Gordon Cook
- Mayor Pro Tem Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas
- Council Member David White

Staff present: City Clerk Dana Parker, City Administrator Jessica Griess

3. Approval of Agenda

Motion made by Council Member Cook, Seconded by Council Member Osborn.
Voting Yea: Council Member Cook, Mayor Pro Tem Fairley, Council Member Osborn, Council Member Thomas, Council Member White

4. Presentations

5. Discussion

A. Bin There Consulting

Jeanette Jurgenson with Bin There Consulting told the council that she had reviewed the video of the last workshop and went over the handout that Waste Management had provided at the last workshop. She answered the questions that the council may have had.

B. Traffic Impact Fee Analysis - FCS

Doug Gabbard and Luke Nelson with the FCS Group presented the council on what the impact fee's entailed and how they are calculated

6. Audience Participation

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meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

7. Adjournment

Mayor Pro Tem Fairley adjourned the meeting at 6:48 PM

ATTEST:

Dana Parker – City Clerk

Tim Fairley – Mayor Pro Tem



CITY COUNCIL REGULAR MEETING

Monday, April 22, 2024 at 7:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Linnell called the meeting to order at 7:00

2. Flag Salute

3. Roll Call

PRESENT

- Mayor Troy Linnell
- Council Member Gordon Cook
- Council Member Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas
- Council Member David White

City staff present. Jessica Griess, City Administrator, Chief Schrimpscher, Dana Parker, City Clerk

4. Presentation

5. Approval of Agenda

Motion made by Council Member Fairley to approve the agenda, Seconded by Council Member Osborn.

Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

6. Consent Agenda

A. Minutes

Motion made by Council Member Fairley to approve the minutes, Seconded by Council Member Osborn. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

Council Member Thomas made a motion to move the May 27th meeting to May 28th due to the Memorial Day Holiday. Council Member Fairley seconded it. Voting Yea: Council Member Cook, Council Member Osborn, Council Member Thomas, Council Member White

B. Audit of Reports

1. Claims #1058 - #1088 = \$153,593.60

April 15 - April 22, 2024

2. Payroll # - # = \$ 80,294.41

April 12, 2024

VOID

7. Reports

Council Member White - I attended the SEA Public Issues committee meeting on April 10th. Very interesting.

Council Member Cook - None

Council Member Fairley - None

Council Member Osborn - None

Council Member Thomas - Attended the recycling event. Very well done

Chief Schrimpscher - An update on the hard work the A-Team has done so far this year. Since the beginning of the year we have responded to 2897 calls for service. This includes 980 calls in January, 913 calls for service in February, 664 calls for service in March and 340 calls for service in April. Officer Hardnett will be graduating from Basic Law Enforcement Academy tomorrow. He will begin his field training next week. I will be attending training by the US DOJ in Atlanta May 1st through May 5th. CPL. Phan will be attending first level supervision and taser instructor course. Officers Szathmary and Dawson will be attending 40 Crisis intervention training. Officer Dubois is currently attending the Field Training Officers course. Officer Gerrard and CPL Phan have completed the same course. I have been working with the City Attorney on adjusting the speed limits throughout town. I will be bringing that research to council at a later date along with proposed changes to the speed limits throughout the city.

City Administrator Jessica Griess - The Ellingson overlay bid will be going out shortly. The Wetland Preserve bid package will be posted this week. The new website training today. The new site should go live on May 1st. The recycling event last weekend had 273 cars. I will give more stats soon. The ad for the seasonal parks employee went out. We have had one applicant so far. Public works is continuing storm work in the north end of town. Public works staff are going to vector truck training. Damian is back from leave. We now have a full crew.

Mayor Troy Linnell - I have met with several people in town that would like to do accessory dwelling units however they have to be engineered which could run up to ten thousand dollars. I have been working with Eric Jensen and he stated that a lot of cities come up with stock designs which people could come in and look at them. This would lower the cost to the home owner. I will bring this back to council when I have more information.

8. Audience Participation

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9. Discussion

A. Resolution 1276-24, Rental Packet Update

City Administrator Jessica Griess took questions from council. It was decided to bring it to the next workshop for further discussion.

B. Resolution 1275-24, Public Works Equipment Surplus List

City Administrator Jessica Griess went over the Public Works Equipment Surplus List. There were no changes.

C. Ordinance 1235-24, 2024 Budget Amendment

City Administrator Jessica Griess went over the Budget Amendment. There were no changes.

D. IAM&AW Collective Bargaining Agreement 2024-2026

City Administrator Jessica Griess went over the IAM & AM Collective Bargaining Agreement. There were no changes.

10. New Business

11. Old Business

12. Ordinances & Resolution

A. Ordinance 1233-24, Ziply Fiber Franchise Agreement

Council Member Thomas made a motion to approve Ordinance 1234-24 Street Racing. Council Member Fairley seconded it. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

B. Ordinance 1234-24, Street Racing

Council Member Thomas made a motion to approve Ordinance 1234-24 Street Racing Ordinance. Council Member Fairley seconded it. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

13. Next Workshop

Rental Packet Update

14. Next Workshop

A. Executive Session

For the purpose of discussing possible property acquisition pursuant to RCW 42.30.110(1)(b).

The council members adjourned at 8:03 PM to discuss possible property acquisition pursuant to RCW 42.30.110 (1) (b). They returned at 8:17 PM . Council member White made a motion that the Mayor and Jessica look into the possible purchase of parcel 155600130. Council member Thomas seconded it. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

15. Adjournment

Mayor Linnell adjourned the meeting at 8:19 PM

ATTEST:

Dana Parker – City Clerk

Troy Linnell – Mayor



CITY COUNCIL

AGENDA BILL # AB24-0124

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT:	Agenda Date: May 13th, 2024		
Traffic Impact Fee	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	X
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
	Police Dept		
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1 st review – 5/13/24	Civil Service Committee		

Staff Contact: Jessica Griess, City Administrator

Attachments: FCS Group PowerPoint

SUMMARY STATEMENT:

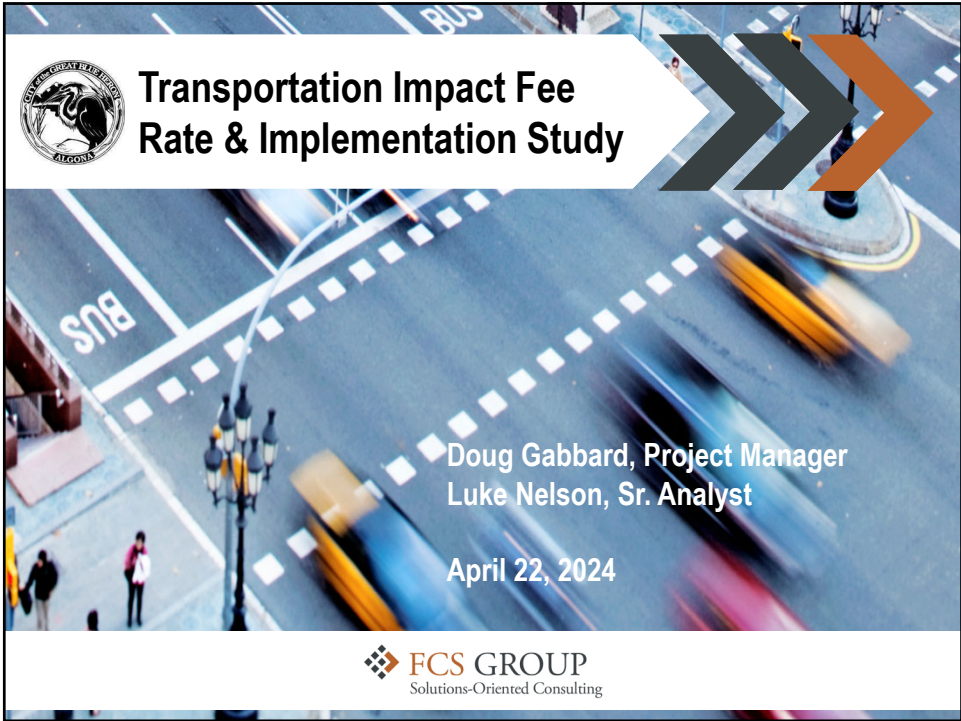
This is on for discussion as a status update. Doug and Luke with FCS Group provided a presentation on the traffic impact fee study they have completed. Now City Attorney, Zach Lell, is working on putting together an ordinance for Council's review. More information will be provided at the May 28th meeting.


COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION


<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>




 **Transportation Impact Fee
Rate & Implementation Study**

Doug Gabbard, Project Manager
Luke Nelson, Sr. Analyst

April 22, 2024

 **FCS GROUP**
Solutions-Oriented Consulting

 **Agenda**

- **Impact Fee Characteristics**
- **Impact Fee Calculation**
- **Assumptions**
- **Study Results**
- **RCW Compliance and Residential Scaling**
- **Comparison Survey**

FCS GROUP Slide 2

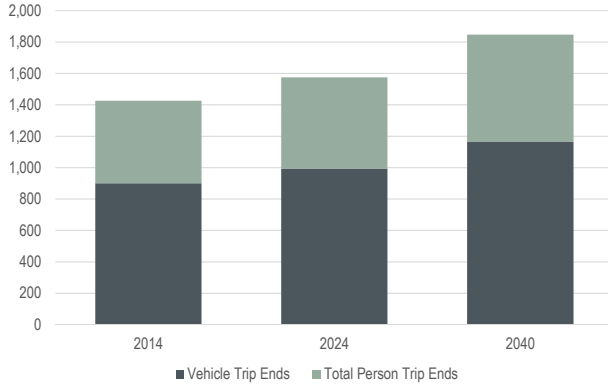
Impact Fee Characteristics

- Impact Fees are one-time charges, not ongoing rates. Paid at the time of development (or re-development)
- Impact Fees are available for Transportation, Parks, Schools, and Fire services.
- Impact Fees are for capital only, in both their calculation and in their use.
- Impact Fees include both existing and future (planned) infrastructure cost components.
- Impact Fees are for "system" facilities, not "local" facilities.

Transportation Impact Fee Calculation

$$\frac{\text{Eligible Project Costs}}{\text{Growth in Person Trips}} = \text{Impact Fee per Trip}$$

Projected Growth in Algona



	Expected Growth in Trips (16 Years)			Growth %
	2024	2040		
PM peak hour vehicle trip ends	994	1,166	172	15%
PM peak hour person trip ends	1,574	1,847	272	15%

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Project List

Project Name	Type	Total Cost Estimate
7th Avenue N to Algona Blvd	New Street Connection	\$3,250,000
Broadway Blvd to Celery Ave, sidewalk from Algona to Celery	New Street Connection, New Sidewalk	5,150,000
7th Ave N and Chicago Ave to Milwaukee Ave	New Street Connection	7,850,000
Algona Blvd N from Boundary Blvd to 5th Ave S	New Sidewalk, Bike Lane	16,800,000
Seattle Blvd from 1st Ave N to 5th Ave S	New Sidewalk	1,800,000
Tacoma Blvd from Milwaukee Blvd S to 5th Ave S	New Sidewalk	1,650,000
Celery Ave from Boundary Blvd to Broadway Blvd	New Sidewalk	2,800,000
Main Street from Algona Blvd to 1st Ave S	New Bike Lane	4,000,000
Milwaukee Blvd from 1st Ave N to 5th Ave S	New Bike Lane	3,500,000
Algona Blvd/Main St/Broadway*	Intersection Improvement	717,986
Total		\$47,517,986

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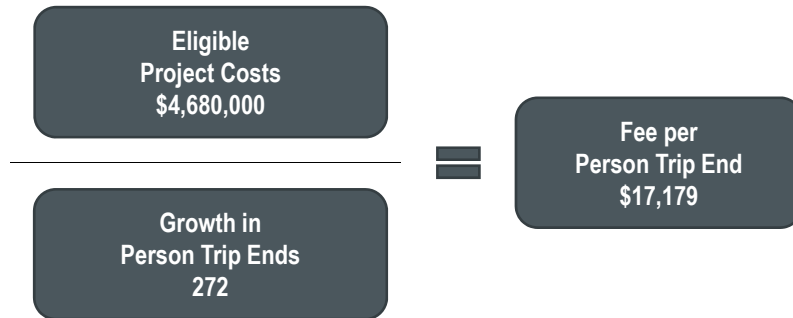
Project Eligibility

Project Name	Total Cost Estimate	DKS - TIF		TIF		TIF Eligible Cost
		Eligible %	Funding %	Eligible %		
7th Avenue N to Algona Blvd	\$3,250,000	15%	90%	10%		\$325,000
Broadway Blvd to Celery Ave, sidewalk from Algona to Celery	5,150,000	15%	90%	10%		515,000
7th Ave N and Chicago Ave to Milwaukee Ave	7,850,000	15%	90%	10%		785,000
Algona Blvd N from Boundary Blvd to 5th Ave S	16,800,000	15%	90%	10%		1,680,000
Seattle Blvd from 1st Ave N to 5th Ave S	1,800,000	15%	90%	10%		180,000
Tacoma Blvd from Milwaukee Blvd S to 5th Ave S	1,650,000	15%	90%	10%		165,000
Celery Ave from Boundary Blvd to Broadway Blvd	2,800,000	15%	90%	10%		280,000
Main Street from Algona Blvd to 1st Ave S	4,000,000	15%	90%	10%		400,000
Milwaukee Blvd from 1st Ave N to 5th Ave S	3,500,000	15%	90%	10%		350,000
Algona Blvd/Main St/Broadway*	717,986	0%	90%	0%		0
Total	\$47,517,986					\$4,680,000

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Calculated Impact Fee



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Slide 8

RCW 82.02.050

Introduced this year:

The local ordinance by which impact fees are imposed:

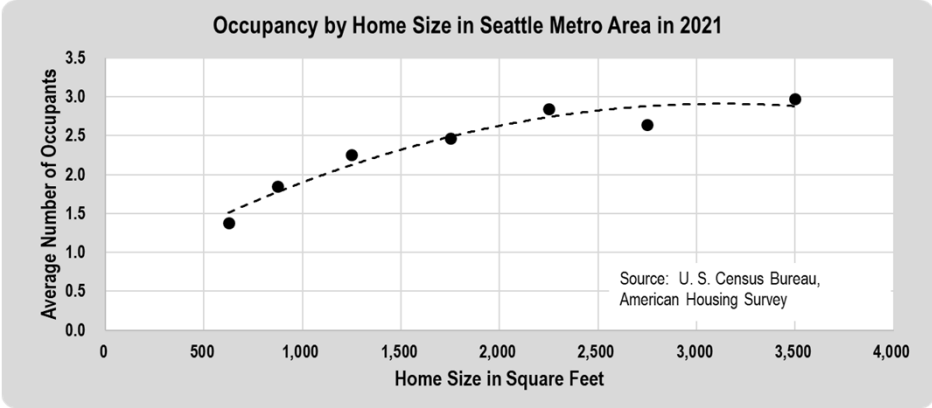
(1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees. The schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units. In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:

Trips Generated - Residential

	ITE Code	Unit of Measure	PM Peak Hour Person Trip Ends	Transportation TIF
Single-Family Detached Housing	210	Dwelling Units	1.49	\$25,577
Single-Family Attached Housing	215	Dwelling Units	0.90	\$15,509
Multifamily Housing (Low-Rise, not close to rail transit)	220	Dwelling Units	0.54	\$9,277
Multifamily Housing (Mid-Rise, not close to rail transit)	221	Dwelling Units	0.62	\$10,612
Multifamily Housing (High-Rise)	222	Dwelling Units	0.51	\$8,707
Affordable Housing	223	Dwelling Units	0.73	\$12,516
Residential Townhome/Plex	230	Dwelling Units	1.90	\$32,640
Mobile Home Park	240	Dwelling Units	0.92	\$15,781



American Housing Data Occupancy to Home Size



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Proposed TIF Schedule – Scaled by Sq Ft

TIF by Square Footage Residential Housing		Assumed Residents
1 - 476	\$7,332	1.00
477 - 1069	16,451	2.24
1,070 - 1662	25,577	3.49
1,663 - 2250	34,626	4.72
2250 +	34,626	4.72

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Proposed TIF Schedule – Trip Generation

	ITE Code	Unit of Measure	PM Peak Hour Person Trip Ends	Transportation TIF
Hotel	310	Rooms	0.93	\$16,053
Motel	320	Rooms	0.57	\$9,795
Golf Course	430	Acres	0.44	\$7,619
Multipurpose Recreational Facility	435	1,000 SFGFA	5.67	\$97,409
Multiplex Movie Theater	445	1,000 SFGFA	9.77	\$167,881
Soccer Complex	488	Fields	26.02	\$447,049
Health/Fitness Club	492	1,000 SFGFA	5.46	\$93,872
Recreational Community Center	495	1,000 SFGFA	3.49	\$59,955
Hospital	610	1,000 SFGFA	1.36	\$23,400
Nursing Home	620	1,000 SFGFA	0.93	\$16,053
Clinic	630	1,000 SFGFA	8.15	\$140,009
Animal Hospital/Veterinary Clinic	640	1,000 SFGFA	5.59	\$96,049
General Office Building	710	1,000 SFGFA	1.50	\$25,768
Small Office Building	712	1,000 SFGFA	3.42	\$58,772
Medical-Dental Office Building	720	1,000 SFGFA	6.22	\$106,933
Office Park	750	1,000 SFGFA	2.06	\$35,372
Business Park	770	1,000 SFGFA	1.93	\$33,195

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Proposed TIF Schedule – Trip Generation

	ITE Code	Unit of Measure	PM Peak Hour Person Trip Ends	Transportation TIF
Construction Equipment Rental Store	811	1,000 SFGFA	1.57	\$26,937
Building Materials and Lumber Store	812	1,000 SFGFA	3.56	\$61,221
Free-Standing Discount Superstore	813	1,000 SFGFA	4.87	\$83,650
Variety Store	814	1,000 SFGFA	9.68	\$166,217
Free-Standing Discount Store	815	1,000 SFGFA	6.16	\$105,790
Hardware/Paint Store	816	1,000 SFGFA	3.49	\$60,002
Shopping Center	820	1,000 SFGLA	4.20	\$72,159
Factory Outlet Center	823	1,000 SFGFA	3.63	\$62,309
Automobile Sales (New)	840	1,000 SFGFA	5.13	\$88,128
Recreational Vehicle Sales	842	1,000 SFGFA	1.22	\$20,951
Automobile Parts Sales	843	1,000 SFGFA	0.82	\$14,100
Tire Store	848	1,000 SFGFA	4.45	\$76,526
Supermarket	850	1,000 SFGFA	10.61	\$182,262
Convenience Market	851	1,000 SFGFA	38.11	\$654,762
Discount Club	857	1,000 SFGFA	4.38	\$75,245
Wholesale Market	860	1,000 SFGFA	2.79	\$47,888

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Proposed TIF Schedule – Trip Generation

	ITE Code	Unit of Measure	PM Peak Hour Person Trip Ends	Transportation TIF
Sporting Goods Superstore	861	1,000 SFGFA	3.01	\$51,709
Home Improvement Superstore	862	1,000 SFGFA	2.19	\$37,663
Electronics Superstore	863	1,000 SFGFA	4.04	\$69,384
Toy/Children's Superstore	864	1,000 SFGFA	7.92	\$136,047
Baby Superstore	865	1,000 SFGFA	2.88	\$49,521
Pet Supply Superstore	866	1,000 SFGFA	5.62	\$96,593
Office Supply Superstore	867	1,000 SFGFA	4.39	\$75,370
Book Superstore	868	1,000 SFGFA	25.07	\$430,723
Discount Home Furnishing Superstore	869	1,000 SFGFA	2.49	\$42,719
Bed and Linen Superstore	872	1,000 SFGFA	3.52	\$60,405
Department Store	875	1,000 SFGFA	3.09	\$53,058
Apparel Store	876	1,000 SFGFA	6.53	\$112,102
Arts and Crafts Store	879	1,000 SFGFA	9.84	\$168,970
Pharmacy/Drugstore without Drive-Through Window	880	1,000 SFGFA	6.34	\$108,829
Furniture Store	890	1,000 SFGFA	0.39	\$6,650
Medical Equipment Store	897	1,000 SFGFA	1.96	\$33,740
Liquor Store	899	1,000 SFGFA	29.16	\$500,938

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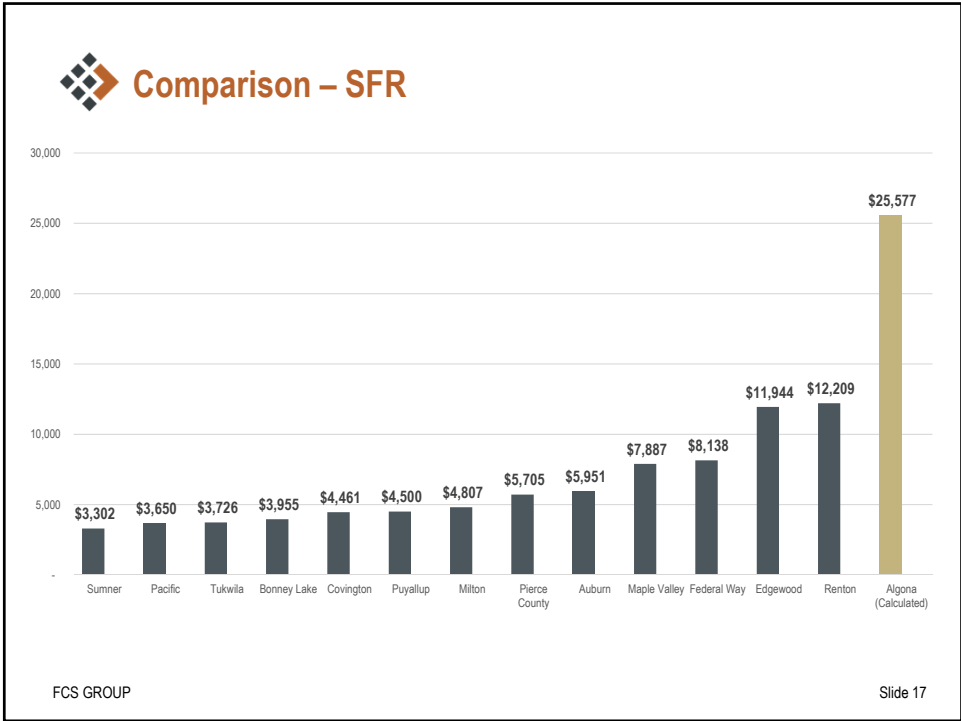


Proposed TIF Schedule – Trip Generation

	ITE Code	Unit of Measure	PM Peak Hour Person Trip Ends	Transportation TIF
Walk-in Bank	911	1,000 SFGFA	19.21	\$330,049
Hair Salon	918	1,000 SFGFA	2.30	\$39,453
Copy, Print, and Express Ship Store	920	1,000 SFGFA	11.75	\$201,893
Fast Casual Restaurant	930	1,000 SFGFA	19.88	\$341,477
Quality Restaurant	931	1,000 SFGFA	6.92	\$118,850
High-Turnover (Sit-Down) Restaurant	932	1,000 SFGFA	10.42	\$178,998
Fast-Food Restaurant without Drive-Through Window	933	1,000 SFGFA	52.60	\$903,621
Quick Lubrication Vehicle Shop	941	1,000 SFGFA	13.78	\$236,721
Automobile Care Center	942	1,000 SFGFA	4.93	\$84,621
Automobile Parts and Service Center	943	1,000 SFGFA	3.26	\$56,051
Gasoline/Service Station	944	Fueling Positions	8.15	\$140,038
Convenience Store/Gas Station	945	Fueling Positions	12.84	\$220,526
Automated Car Wash	948	Car Wash Tunnels	122.75	\$2,108,721
Truck Stop	950	Fueling Positions	24.42	\$419,567
Winery	970	1,000 SFGFA	11.58	\$198,900
Drinking Place	975	1,000 SFGFA	17.99	\$309,098

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Thank you!

FCS GROUP
Solutions-Oriented Consulting

Agreement No. WQSWCAP-2325-AlgoPW-00024**WATER QUALITY STORMWATER CAPACITY AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF ALGONA**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Algona, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-AlgoPW-00024
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Algona

Section 9, Item B.

RECIPIENT INFORMATION

Organization Name: City of Algona

Federal Tax ID: 91-0639328
UEI Number: P92THJMKJVL3

Mailing Address: 200 Washington Blvd.
Algona, WA 98001

Physical Address: 200 Washington Blvd.
Algona, Washington 98001

Organization Email: jessicag@algonawa.gov
Organization Fax: (253) 939-3366

Contacts

Agreement No: WQSWCAP-2325-AlgoPW-00024
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Algona

Section 9, Item B.

Project Manager	Jessica Griess Acting City Clerk/Treasurer 200 Washington Blvd. Algona, Washington 98001 Email: jessicag@algonawa.gov Phone: (253) 833-2897
Billing Contact	Jessica Griess Acting City Clerk/Treasurer 200 Washington Blvd. Algona, Washington 98001 Email: jessicag@algonawa.gov Phone: (253) 833-2897
Authorized Signatory	Jessica K Griess Acting City Clerk/Treasurer 200 Washington Blvd. Algona, Washington 98001 Email: jessicag@algonawa.gov Phone: (253) 833-2897

Agreement No: WQSWCAP-2325-AlgoPW-00024
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Algona

Section 9, Item B.

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890</p>

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-AlgoPW-00024
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Algona

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$125,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

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Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

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BUDGET

Funding Distribution EG240218

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00

Total: \$ 130,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN’S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY .

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-AlgoPW-00024
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Algona

Section 9, Item B.

27. SUSTAINABLE PRACTICES

In order to sustain Washington’s natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY’s web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQSWCAP-2325-AlgoPW-00024
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Algona

Section 9, Item B.

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



CITY COUNCIL

AGENDA BILL # AB24-0123

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: IAM&AW Collective Bargaining Agreement 2024-2026	Agenda Date: May 13th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	X
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 4/8/24	Planning Commission		
2 nd review – 4/22/24	Civil Service Committee		
3 rd review – 5/13/24			

Staff Contact: Jessica Griess, City Administrator

Attachments: Collective Bargaining Agreement

SUMMARY STATEMENT:

This presented IAM&AW Collective Bargaining Agreement has been voted in favor by the bargaining unit.

Here are some of the bigger changes you will see:

- 4.5% Cost of Living (COLA) increase for 2024
- 2.5%-4.5% COLA range for 2025 and 2026
- Callback minimum hours changed from 4 to 3 hours at 1.5 times base rate of pay; callback hours beyond 3 hour minimum paid at double base rate of pay
- Added language regarding CDL requirement
- Updated longevity percentages
- Included an education incentive
- Change from a uniform company to an allowance
- Increase in Deferred Compensation match

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

Make a motion to approve the Mayor’s execution of the 2024-2026 IAM&AW Collective Bargaining Agreement.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

A G R E E M E N T

BY AND BETWEEN

CITY OF ALGONA

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS DISTRICT LODGE 160, LOCAL LODGE 297**

REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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BY AND BETWEEN
CITY OF ALGONA
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160, LOCAL LODGE 297
REPRESENTING THE PUBLIC WORKS AND CLERICAL EMPLOYEES

PREAMBLE

This Agreement is between the CITY OF ALGONA, WASHINGTON (the "Employer") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. 160, LOCAL LODGE 297 (the "Union") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those employees for whom the City recognizes the Union as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth below excluding elected officials, officials appointed for a fixed term, confidential employees, supervisors and all other employees.

- Job Title/Classification
- PoliceSpecialist
- Utility Supervisor
- Utility Worker I
- Utility Worker II
- Grounds/Maintenance Worker
- Code Enforcement/Permit Technician
- Clerical Assistant
- Community Coordinator

ARTICLE 2 MANAGEMENT RIGHTS

2.1 DIRECTION OF WORKFORCE — The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers of authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer, including but not limited to the right to contract services of any and all types, in accordance with this Agreement. The direction of its work force is vested exclusively in the Employer. This shall include, but is not limited to, the rights to (a) direct employees, (b) hire, promote, transfer, assign and retain employees; (c) suspend, demote, discharge, or take legitimate disciplinary action against employees for just cause; (d) right to determine hours of work, work schedules; (e) relieve employees from duty because of lack of work or other legitimate reasons; (f) maintain the efficiency of the operation entrusted to the City; (g) determine methods, means and personnel by which such operations are to be conducted; and (h) take any actions necessary in conditions of emergency regardless of prior commitments, to carry out the mission of the agency; provided, however, that items (a) through (h) shall not conflict with City ordinances, personnel rules and the terms of this Agreement.

- 2.2 EMPLOYER RULES AND REGULATIONS — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Union agrees that the employees shall be bound by and obey such directions, rules, and the regulations insofar as the same do not conflict with the terms of the contract.
- 2.3 APPLICATION OF RULES — Rules shall be applied in a fair and equitable manner to all employees. Rules and regulations shall be made available by the Employer in writing to all employees.

ARTICLE 3 UNION SECURITY

- 3.1 PAYROLL DEDUCTION FOR UNION DUES/FAIR SHARE PAYMENTS – The Employer shall deduct monthly dues and fair share payments clearly and affirmatively authorized by employees in the Bargaining Unit who freely and voluntarily execute a wage assignment authorization form acknowledging the indemnity/hold harmless provision of this paragraph.¹ The Employer will deposit such dues and shop Agency Fee with Aerospace Industrial District Lodge 160, 9135 – 15th Place South, Seattle, Washington, 98108-5190. Upon issuance and transmission of such dues and initiation fees to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made in good faith from the wages of such employee. In the event an employee gives the Employer written notice of their withdrawal of authorization for a wage assignment and instruction to cease making monthly dues or fair share payment deductions from their wages, Employer shall give the Union Business Agent written notice (email is sufficient) within five (5) working days of receipt of the employee’s notice/instruction and comply with the employee’s instruction no later than the payroll period next following the Employer’s receipt of the notice/instruction.
- 3.2 NEW EMPLOYEES – The Employer will notify the Union of all new hires involving Bargaining Unit positions within fourteen (14) calendar days of hire. All newly hired employees shall be introduced to the Shop Steward or designee who will be allowed thirty (30) minutes to brief the new hire on the collective bargaining agreement, Union membership and related matters as part of the new hire orientation. No employee, however, may be mandated to remain with the Shop Steward or designee for the briefing after the introduction.

¹ The Union’s wage assignment authorization form shall include the supplement attached as Appendix B to this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined and good faith effort shall be made by Union and City representatives to settle any differences at the lowest possible level of the grievance procedure.

- 4.2 A grievance shall be defined as an alleged violation of the explicit terms and conditions of this Collective Bargaining Agreement. Grievances shall be processed in strict accordance with the following procedures and stated time limits.
- 4.3 In the grievance procedure, the aggrieved employee shall have the right to represent him or herself or to be represented by a Union representative. The Union has the right, in its own capacity, to act as an aggrieved party in the grievance procedure.
- 4.4 In the event the aggrieved party is an individual employee, the grievance procedure shall begin with Step 1 – 4.7.
- 4.5 A grievance may be initiated by the Union. In the event the Union is the aggrieved party, the procedure shall begin with Step 2 – 4.8.
- 4.6 A grievance may be advanced to any step in the grievance process by mutual written agreement of the parties.

STEPS IN GRIEVANCE PROCEDURE

- 4.7 STEP 1: ORAL DISCUSSION — The aggrieved employee and/or the employee's Union representative shall meet with the Department Director within fifteen (15) calendar days of the occurrence of the alleged grievance to attempt to resolve the difference at that level.
- 4.8 STEP 2: In the event the grievance is not settled in Step 1, or in the event the Union is the aggrieved party, the grievant or the Union representative of the grievant shall, within twenty (20) calendar days of the occurrence of the alleged grievance, prepare a written grievance document which shall include the following:
 - 4.8.1 Statement of the grievance and relevant facts, including:
 - (1) Full name of grievant;
 - (2) Description of the event giving rise to the grievance;
 - (3) Date and time (if appropriate) of event giving rise to the grievance;
 - (4) Names of employees involved in the event;
 - (5) Names of any and all witnesses, if known at time of filing;
 - (6) Specific provisions(s) of the Agreement violated; and
 - (7) Remedy sought.
 - 4.8.2 The written grievance shall be filed with the City Administrator or his/her designee. The Administrator or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. The period during which the Director or designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance. If the grievance is against the Director, then the grievance shall be filed directly with the City Administrator or his/her designee in accordance with Subsection 4.8.3.
 - 4.8.3 If the grievant is dissatisfied with the decision of the Administrator, the grievant may file the written grievance with and request review by the Mayor or his/her designee. Such request shall be filed with the Mayor or his/her designee within twenty-one (21) calendar days of the grievant's receipt of the Administrator's decision. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been

appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.

- 4.8.4 If the grievance is against the City Administrator, it shall be filed with the Mayor. The Mayor or his/her designee shall conduct an investigation and shall notify the grievant and the Union, in writing, of the decision and the reasons therefore within twenty-one (21) calendar days after receipt of the written grievance. In the event the Mayor is not available to receive a written grievance, and the Mayor's designee has not been appointed, then such grievance shall be filed upon the Mayor's earliest availability. The period during which the Mayor or his/her designee shall have to investigate and notify the aggrieved party of the decision shall begin on the first working day after such individual receives the grievance.
- 4.8.5 If the grievance is against the Union by the Employer, the Employer shall file the grievance with the Shop Steward and/or the Union Business Representative within twenty-one (21) calendar days of becoming aware of the violation(s) of the provisions of the Agreement. In the event the Shop Steward or the Union Business Representative is not available to receive a written grievance, then such grievance shall be filed upon the earliest availability of either one. The Shop Steward or his/her designee shall conduct an investigation and shall notify the City Administrator, in writing, of the decision and the reasons therefore within twenty-eight (28) calendar days after receipt of the written grievance.

4.9 STEP 3 — ARBITRATION:

- 4.9.1 If the grievant is dissatisfied with the decision of the City Administrator, the Mayor, or their respective designee, the grievant may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The grievant shall initiate the arbitration process by delivering to the City Administrator, the Mayor or their respective designee written notice of the party's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.9.2 If the Employer is dissatisfied with the decision of the Union, the Employer may submit the matter to arbitration within thirty (30) calendar days of receipt of such decision. The Employer shall initiate the arbitration process by delivering to the Shop Steward and/or the Union Business Representative written notice of the Employer's intent to submit the grievance to arbitration. The written notice shall identify the basis for grievance (including reported violations of the collective bargaining agreement) and the remedy sought.
- 4.10 SELECTION OF AN ARBITRATOR: Within fourteen (14) calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator.
- 4.11 If agreement cannot be reached on the selection of the arbitrator, either party may request the Federal Mediation & Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Each person on the list must be a current member of the National Academy of Arbitrators and reside in the State of Washington or Oregon. The parties shall meet within fourteen (14) calendar days after the receipt of such list. If the parties cannot mutually agree on one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of seven and shall then repeat this procedure until there is only one name remaining. That person

- 8.3 SAFETY EQUIPMENT — The Employer shall furnish proper safety devices for all employees as prescribed by WISHA standards. It shall be mandatory that all employees use such devices, and an employee’s violation of this requirement may be just cause for disciplinary action.
- 8.4 TRAINING – All member employees will receive required safety training and certification, provided and paid for by the Employer. Recommendations from the Safety Committee will be taken into advisement, and offered if the Department Director gives authorization. All training will be provided on paid City time.

ARTICLE 9 LABOR MANAGEMENT COMMITTEE

- 9.1 LABOR MANAGEMENT — The Employer and the Union agree that a need exists for close cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than three (3) duly authorized representatives of the Union, excluding the business representative, shall function as one-half (½) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet as mutually agreed for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties. Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Letter of Understanding.

ARTICLE 10 EMPLOYEE PROBATION

- 10.1 PROBATION — Regular full time employees shall serve a probation period of (6) six months and shall have no seniority rights during that period. After six (6) months an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be the subject of a grievance.
- 10.2 PROBATION - Regular part time employees shall serve a probation period of twelve (12) months, or shall be given credit for time worked based on pro rata hours worked (based on a 2,080-hour year), and shall have no seniority rights during that period. After twelve (12) months, or within the pro rata period set forth above, an employee's seniority date shall become the date on which the employee started the probation period. The Union may not question the dismissal of any employee during the probation period nor shall the dismissal be or become the subject of a grievance.
- 10.3 PROMOTION PROBATION — The probation period for an employee who has been promoted to a new classification shall be four (4) months. If an employee's performance in the new classification is found to be unacceptable, as determined by the Employer, and if the employee is qualified to return to the position from which the employee was promoted, the employee shall have the right to return to the position from which the employee was promoted. The Union may not question the Employer's decision to return the employee to his/her previous position. Nor shall the Union question or grieve the Employer's decision to return the employee to his/her previous position.

ARTICLE 11 SENIORITY

- 11.1 DEFINITIONS — Seniority shall be defined as the length of continuous service with the Employer, including the employee's satisfactorily completed probationary period. Seniority shall not be affected by an approved leave of absence of not more than ninety (90) calendar days.
- 11.2 SENIORITY LIST — The Employer shall at least once per calendar year and when a new employee is hired establish and mail to the Union a seniority list which shall be brought up to date when changes occur in the Bargaining Unit. The order of seniority shall be based on the hire or rehire date of employment or acceptance, whichever is later.
- 11.3 VACANCIES AND PROMOTIONS — The Employer's intent is to encourage employees to apply for promotional opportunities. As job openings occur, notices shall be placed on bulletin boards throughout the City and through the use of internal e-mail for not fewer than five (5) working days prior to outside posting. The final decision shall be posted immediately following selection. Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority within classification shall apply when bona fide occupational qualifications are equal.
- 11.4 LAYOFFS AND RECLASSIFICATION — Layoffs or Reclassifications due to work force reductions shall be determined strictly by the order of seniority with the employee with the least seniority within classification affected first. Employees who have previously held other classifications shall have the right to return to such classifications if the employee is still qualified for the position and their overall seniority is greater than other employees who are currently in said classification. Employees shall not accrue seniority while on layoff.
- 11.5 RECALL — Laid off or reclassified employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.
- 11.5.1 A laid off or reclassified employee with one (1) year of service but less than three (3) years of service, who is not recalled within one (1) year shall lose recall rights.
- 11.5.2 A laid off or reclassified employee with three (3) or more years of service, who is not recalled within three (3) years shall lose recall rights.
- 11.5.3 When an employee is on layoff and a job opening occurs within the City, the laid off employee, if qualified for minimum job requirements, shall have the opportunity to compete for such job.
- 11.6 LOSS OF SENIORITY — An employee shall lose seniority for any of the following reasons:
- (a) voluntary resignation;
 - (b) discharge for just cause;
 - (c) failure to report for work within two (2) weeks after receipt of notice of recall from layoff unless mutually extended by the Employer and the employee;
 - (d) exceeding a leave of absence (unless excused in writing or due to extenuating circumstances)
 - (e) giving a false reason for obtaining a leave of absence;
 - (f) accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Union;
 - (g) Expiration of employee's recall rights.

ARTICLE 12 EMPLOYEE CLASSIFICATIONS

- 12.1 FULL-TIME REGULAR EMPLOYEES — “Full-time employee” means any position in which the employee regularly works forty (40) hours per week.
- 12.2 PART-TIME REGULAR EMPLOYEES — “Part-time regular employee” means a position in which the employee regularly works an average of twenty (20) to forty (40) hours per week. Part-time regular employees shall accrue vacation, sick leave, seniority, and holiday benefits in direct ratio to hours worked. Part-time regular employees shall receive health and welfare benefits in direct ratio to hours worked. Part-time regular employees shall not receive life insurance.
- 12.3 PART-TIME NON-REGULAR EMPLOYEES (TEMPORARY) — “Part-time non-regular employee” means a position in which the employee typically works less than twenty (20) hours per week, occasionally may work more than twenty (20) hours per week, or up to forty (40) hours per week on a seasonal basis. Part-time non-regular employees shall not receive benefits nor shall they accrue seniority. No full-time employee or regular part-time employee shall be displaced by the use of part-time non-regular employees.
- 12.4 INTERNS — Interns must be actively pursuing a course of study related to the job classification for which they are employed. Employment shall be limited to seven hundred and four (704) hours per intern, per year. Interns shall not receive benefits or accrue seniority. Interns applying for regular City employment shall not be considered as City employees.
- 12.5 DEPARTMENT DIRECTORS — The Public Works Director, Chief of Police and City Clerk/Administrator shall be allowed to perform departmental Bargaining Unit work on an as-needed basis. This Section shall not be used to displace bargaining unit employees.
- 12.6 NEW CLASSIFICATIONS — Should the Employer establish a new Bargaining Unit classification during the term of this Agreement, the Employer will discuss them with the Union and attempt to arrive at mutual agreement on wage rates for the new Bargaining Unit classification. If no agreement is reached, the Employer shall implement its proposed wage rate.

ARTICLE 13 WAGES AND CLASSIFICATIONS

- 13.1 WAGES AND CLASSIFICATIONS FOR 2024
 - 13.1.1 The wages (base rates of pay) in effect January 1, 2024 shall be in accordance with Appendix ‘A’ attached and incorporated herein. The 2024 wages shown in Appendix “A” incorporate an adjustment of 4.5%.
 - 13.1.2 For purposes of step advancement, employees shall be placed at the appropriate step on the matrix (Appendix ‘A’) as of January 1, 2024. New employees will be placed at Step A. Step advancement shall be automatic, based on satisfactory performance. Any early advancement shall create a new anniversary date for establishing further step increases.
- 13.2 RATES OF PAY FOR 2025, 2026.
 - 13.2.1 Effective January 1, 2025, the base rate of pay as set forth in Section 13.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue Metro Area, All Items, CPI-U from June 2023 to June 2024 as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall

be not less than two and one half percent (2.5%) nor more than four and one half percent (4.5%). Appendix A will be adjusted consistent with the CPI wage adjustments.

13.2.2 Effective January 1, 2026, the base rate of pay as set forth in Section 13.1 and adjusted pursuant to Section 13.2.1 shall be increased by one hundred percent (100%) of the Seattle-Tacoma-Bellevue Metro Area, All Items, CPI-U, from June 2021 to June 2022 as is supplied by the United States Department of Labor, Bureau of Labor Statistics; provided, however, said increase shall be not less than two and one half percent (2.5%) nor more than four and one half percent (4.5%). Appendix A will be adjusted consistent with the CPI wage adjustments.

13.3 HOURS OF WORK — The Employer reserves the right to set work schedules. However, the normal work week for full-time employees, shall consist of forty (40) hours, five days per week (Monday-Friday).

13.3.1 Any change in normal work schedules shall be posted on the Union bulletin board and sent by memo to affected employees at least ten (10) calendar days prior to the effective date of the change. These notice requirements shall not apply to work schedule changes that are implemented due to an emergency.

13.3.1.2 A "change in normal work schedules" shall mean a change in an employee's starting and stopping work time for a period of not less than two (2) consecutive weeks.

13.4 MEAL & REST PERIOD —

Clerical employees shall receive an unpaid one hour meal period, and two paid fifteen (15) minute rest periods. Subject to management approval, all job classifications at the Public Works facility may schedule a combined rest period/lunch period to equal one (1) hour. This schedule would consist of their two (2) fifteen (15) minute rest periods with their one-half (½) hour unpaid lunch period for a one (1) hour lunch period each day. The first one-half (½) hour will be designated as their unpaid lunch period, and the second one-half (½) hour as their two (2) paid rest periods. The shop Steward will notify the employer fifteen (15) days prior to any deviation from this schedule.

13.5 EARLY RELEASE — If early release is imposed by the employer, the employee will be paid for the balance of the shift. When employees are not sent home by the employer, but are allowed to leave early, or not report to work, the employee may use vacation, compensatory time, or leave without pay.

13.6 EMERGENCY SITUATION — Should the Employer elect to not have an employee report to work due to an emergency condition, the Employer shall pay lost wages to the employees not allowed to work at home or at the job site, to a maximum of two (2) days per year, not compounding. Employees required to report to work during such emergency conditions, when due to an inclement weather situation, shall be paid two (2) times their base rate of pay. An inclement weather situation for purposes of this section means a situation in which snow, ice, or other weather-related conditions present a hazard to employees and customers in getting to, and from, city facilities, as determined by the City Administrator or designee.

13.7 PROMOTIONS — Any employee who is promoted into a higher classification shall be placed into a step in the higher classification that represents a rate of pay which is not less than a full step above the previous rate of pay that the employee received in the classification from which the employee was promoted. The effective date of the

promotion shall become the employee’s anniversary date for subsequent step increases.

- 13.8 OVERTIME — All authorized time worked in excess of an employee’s regular shift in a day or forty (40) hours in any work period shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay. In so far as practical, overtime assignments will be distributed equitably to those employees who are qualified. Paid leave shall apply as time worked for the purposes of this section.
- 13.9 COMPENSATORY TIME — All full-time employees may receive compensatory time at one-and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act. The maximum compensatory time that an employee may accrue is eighty (80) hours.
- 13.10 CALLBACK – Any employee called back to work outside of their normally scheduled shift shall receive a minimum of three (3) hours at 1.5 (one and one half) times, the employee’s regular hourly wage rate. If callback hours worked exceeds three (3) hours, the employee shall be paid 2x (double-time) the employees regular hourly wage rate for the additional hours worked.
 - 13.10.1 Subject to the triggering mechanism of the callback provisions of Section 13.10, whenever additional duties are scheduled after normal work hours, all hours worked between the end of shift and the beginning of the next shift shall be paid at the rate of one-and-one-half (1½) times the employee’s straight time hourly rate of pay.
- 13.11 STAND-BY — Any employee who is required to be on stand-by outside of their normal shift shall receive (Three) \$3.00 per hour, regardless of weekday, weekends, or holidays. The appropriate callback provision (13.10) will apply if the employee is called to report to work.
- 13.12 OUT OF CLASS COMPENSATION – Employees appointed to perform projects or additional duties from the list below shall receive an additional 5% premium pay, per month for the responsibility. The employee assigned to the below list, will only receive such compensation after providing proof of training or certification.

Permit Tech	Evidence Custodian
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- 13.13 SET-UP PAY – An employee shall be entitled to additional 10% premium pay for each hour worked when serving as acting Department Director or Working Supervisor in the absence of said Director or Supervisor, or an additional \$2.00 per hour when serving as a lead worker on a utility crew if the following qualifications are met:
 - 1. Service as acting Department Director or Working Supervisor for five (5) or more consecutive working days upon written request and approval by the Mayor or City Administrator, to perform the duties of the Department Director or Working Supervisor.
 - 2. Service as a utility crew lead worker by discretionary assignment of the Public Works Director or designee. The Public Works Director has the sole discretion to assign a lead worker to a utility worker crew.

On occasions where the acting Director or Supervisor performs five (5) or more days of work; a workday will be defined as a day that the Director or Supervisor normally reports to work for a full shift. For the purpose of set-up pay, “work days” do not include bargaining unit employee’s vacation days, sick days, holidays or weekends. The set up pay will be equal to 10 percent (10%) of the bargaining unit employee’s wage in effect at the time the employee serves as acting Director or Supervisor.

ARTICLE 14 CDL CERTIFICATION

14.1 Commercial Driver License (CDL) – New hires will be required to have a class A CDL or enroll and achieve the certification at their own expense during their probationary period. PROVIDED, the Employer is willing to pay for the employee’s CDL training/schooling costs, but with the understanding and agreement that the employee commits to three years of continuous employment with the employer following the end of their completed probationary period. The agreement of the employee shall further provide that in the event an employee decides to terminate their employment with the employer before the three years are up, the employee shall reimburse the employer the prorated cost of the CDL training/schooling paid for by the employer, prorated against the time remaining on the three-year commitment. For example, if an employee resigns after two years from the date of the end of their probationary period, 1/3rd of the CDL costs will be reimbursed by the employee for the remaining year. The employee shall consent to any monies due to the employer due to the early termination of employment be deducted from their last paycheck. Any additional monies due shall be due and paid immediately by the employee.

14.2 All current Utility Worker 1 employees without a CDL shall achieve certification within nine months of the effective date of this agreement at their own expense. PROVIDED, (a) a CDL training program is available within the Seattle-Tacoma metropolitan area; (b) the training will occur during the regular working hours, or the Employer will adjust the Employee schedule to encompass the training during working hours; and (c) the Employer is willing to pay for the employee’s CDL training/schooling costs, but with the understanding and agreement that the employee commits to three years of continuous employment with the employer following the end of their completed probationary period. The agreement of the employee shall further provide that in the event an employee decides to terminate their employment with the employer before the three years are up, the employee shall reimburse the employer the prorated cost of the CDL training/schooling paid for by the employer, prorated against the time remaining on the three-year commitment, provided, the employee will be given seniority time against the 3-year commitment of employment. Meaning if the employee has been employed for three years, then they would not owe the City any money to cover the cost of the CDL schooling upon their leaving the City. CDL class will be scheduled by the public works director, in consultation with the employee.

ARTICLE 15 LONGEVITY

15.1 LONGEVITY – In addition to their base monthly pay, eligible employees shall receive longevity pay as follows:

Upon completion of 5 years of service	2.0% of base pay
Upon completion of 10 years of service	3% of base pay
Upon completion of 15 years of service	4.0% of base pay
Upon completion of 20 years of service	5.0% of base pay

ARTICLE 16 HOLIDAYS

16.1 NUMBER OF PAID HOLIDAYS — All full-time regular employees shall be entitled to compensation at their regular rate of pay for twelve (12) holidays per year as listed below. The holidays herein referred to shall be as follows:

- | | |
|------------------------------------|--------------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King, Jr.'s Birthday | Thanksgiving Day |
| President's Day | The day following Thanksgiving |
| Memorial Day | |
| Juneteenth | Christmas Eve Day |
| Fourth of July | Christmas Day |
| Labor Day | |
| Columbus Day | Three Floating Holidays* |
| Wellness Day per Article 21.7 | |

*Two of the floaters must be pre-planned and submitted to management for approval by February 1 of each year.

16.2 DATES OF HOLIDAYS — Dates of the above legal holidays will be so designated as celebrated and proclaimed by the State of Washington. The "floating holidays" shall be chosen by mutual agreement by the employee and the Employer.

16.3 ELIGIBILITY — New employees shall be eligible for all holidays except the "floating holidays." New employees shall become eligible for the "floating holidays" after completion of their probationary period.

16.4 WORKED HOLIDAY — If a full-time or part-time regular employee is required to work on an actual holiday listed in Article 15.1, the employee shall then be given an additional "floating holiday" which may be converted to compensatory time. In addition, all time worked on the actual holiday shall be paid at one-and-one-half (1½) times the employee's regular straight time hourly rate of pay.

ARTICLE 17 VACATION

17.1 VACATION — All full-time regular employees shall be entitled to the following vacation leave with pay after the indicated period of continuous service and said vacation leave is accrued "as earned" based on hours worked rather than in a lump sum.

Years of Service	Hours Per Year
0-1	48
2	96
3	104
4	112
5	120
6	128
7	136
8	144
9	152
10	160
11	164
12	168
13	172
14	176
15	180

- 17.2 Each full-time regular employee shall be entitled to accrue unused vacation leave not to exceed a maximum of two hundred and forty (240) hours. Should the two hundred forty (240) hour maximum be exceeded through no fault of the employee, the Employer shall pay the employee for all vacation hours in excess of two hundred and forty (240) hours. Otherwise, such vacation hours shall be forfeited.
- 17.3 PAYMENT FOR UNUSED VACATION LEAVE — Upon meeting all of the proper severance requirements, employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.
- 17.4 VACATION SCHEDULING
 - 17.4.1 All vacation leave shall be taken at a time mutually agreeable between the employee and the Employer, and the Employer reserves the right to deny requested vacation leave when such leave would interfere with the operations of the City or create an undue negative impact on accomplishment of work.
 - 17.4.2 On February 1st of each year the Department Director shall post a twelve (12) month vacation roster. Employees within the Department shall bid for vacation on or before March 1st. Vacation choices may include compensatory time and projected accrued vacation to the beginning of the vacation period requested. Selection of vacation dates shall be made by order of seniority within each department. Where an employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other employees have made their first or second selection respectively. Vacation scheduling requested after March 1st of each year shall be on a first come first serve basis, subject to the approval of the Department Director. The Employer reserves the right to make reasonable modifications to the vacation schedule depending on bona fide operational requirements. Employees shall take at least one vacation period of no less than five (5) consecutive workdays per year. Except in an emergency the Employer shall not change the scheduled vacation within thirty (30) days of the scheduled date. For the purposes of this section “emergency” shall mean an unforeseen circumstance which could not be predicted by a reasonable person. The Employer may not blackout any month for vacation scheduling.

ARTICLE 18 SICK LEAVE

18.1 SICK LEAVE ACCRUAL — Sick leave shall be earned at the rate of eight (8) hours per month for full-time regular employees including for the month they begin work and the month they terminate. Part-time regular employees (employees with a regular recurring schedule) will accrue sick leave at a rate equal to the percentage of full-time hours worked.

18.2 MAXIMUM SICK LEAVE - Maximum sick leave accrual at year end for full-time employees is four hundred eighty (480) hours or sixty (60) days. Accrual beyond the four hundred eighty (480) hours shall be paid to the employee at year end, or upon termination when employment occurs prior to yearend, at a rate of fifty percent (50%) of the employee's hourly wage.

18.3 USE OF SICK LEAVE — In order to provide consistency with RCW 49.46.210, sick leave is provided to employees as follows:

- (1) Usage:
- (a) An employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
 - (b) An employee is entitled to use accrued paid sick leave beginning on the ninetieth (90) calendar day after the commencement of his or her employment.
 - (c) Consistent with the requirements for "reasonable notice" in WAC 296-126-650, the employer may require employees to give reasonable notice of an absence from work, so long as such notice does not interfere with an employee's lawful use of paid sick leave.
 - (d) For absences exceeding three days, an employee is required, consistent with WAC 296-128-660, to provide verification to the employer that an employee's use of paid sick leave is for an authorized purpose. The verification must be provided to the employer within a reasonable time period during or after the leave. The employer's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.
- (2) For purposes of this section, "family member" means any of the following:
- (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a 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 person who stood in loco parentis when the employee was a minor child;
 - (c) A spouse;
 - (d) A registered domestic partner;
 - (e) A grandparent;
 - (f) A grandchild; or
 - (g) A sibling.

- (3) Terms used in this section shall be defined as provided in WAC 296-128-600.
- (4) Consistent with WAC 296-128-750, the employer may withhold payment of paid sick leave for hours the employer can demonstrate that an employee's use of paid sick leave was for purposes not authorized by this section.

ARTICLE 19 EMPLOYEE RIGHTS

- 19.1 EMPLOYEE PROTECTION — All employees within the Bargaining Unit shall be entitled to the following protection:
- 19.2 APPLICATION OF DISCIPLINE — Any formal discipline of employees shall be applied by the Employer. Formal discipline shall include documented oral warnings, written warnings, suspension or discharge for just cause. No employee covered by this Agreement shall formally discipline another employee, provided however, nothing in this Article shall prevent such employee from directing the workforce, recommending discipline, conducting an investigation which may result in disciplinary action, or advising the employee of any disciplinary action when so assigned by the Employer.
- 19.3 An employee shall have the right, upon request, to have the Union Steward and/or Union Representative present at any meeting during which an employee reasonably believes discipline may be implemented against the employee; provided, that nothing herein shall be construed as prohibiting, limiting or restricting the Employer's right to discuss with any employee performance and/or other work-related issues which will not result in any formal disciplinary action.
- 19.4 An employee shall be provided with a copy of any document to be placed in the employee's personnel file that relates to disciplinary action and shall be given an opportunity to acknowledge, by signature, such document. Should the employee refuse to sign such a document, a notation to that effect shall be made and witnessed prior to filing.
- 19.5 INVESTIGATIONS — An employee who is the subject of an investigation which may result in disciplinary action shall be provided written notice of the investigation prior to being interviewed or questioned in conjunction with such investigation, which notice shall advise the employee of the nature of the investigation and the fact that the employee is a subject of the investigation.
- 19.6 Any interview of an employee shall be at a reasonable hour, when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- 19.7 All employee interviews shall take place at an Employer's facility, except when impractical. Where an employee is the subject of an investigation, the employee shall be afforded opportunities and facilities to contact and consult privately with the Union Steward or Union Representative before being interviewed. Upon the employee's request, the Union Steward or a Union Representative shall be present during the interview, if requested, and may provide the employee with full representation.
- 19.8 The interview shall not be overly long, and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and conference with Union officials.
- 19.9 The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the employee be intimidated

in any other manner; provided, however, that nothing herein shall be construed as prohibiting the Employer from advising the employee as to contemplated or potential disciplinary action as set forth in a written notice of pre-disciplinary hearing and anticipated disciplinary action. No promises or rewards shall be made as an inducement to answer questions.

- 19.10 Any employee who is the subject of an investigation may request an attorney of their choosing to be present during such investigation; provided that such request shall not unreasonably delay or hinder the Employer's investigation. The cost of such an attorney shall be paid by the employee requesting such attorney.
- 19.11 POLYGRAPH TESTS — No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.
- 19.12 SUBSTANCE ABUSE TESTS — Employees shall be subject to random alcohol and/or drug testing, as required by federal, state and/or local law. The Employer may also require that an employee submit to post-accident and reasonable suspicion alcohol and/or drug testing. Except as specifically set forth herein and in return-to-work agreements, no employee shall be required to take or be subject to any random alcohol and/or drug testing as a condition of continued employment.

ARTICLE 20 DISCIPLINE & DISCHARGE PROCEDURES

- 20.1 The following procedure of progressive discipline shall be applied by the Employer; provided, that the Employer need not follow progressive discipline before suspension or discharge if the suspension or discharge is for: theft; deliberate damage or sabotage to City property; gross insubordination; physical violence and/or threats of physical violence; violation of conflicts of interest laws; unlawful harassment and/or discrimination; or similar offenses. It is recognized that this list is not exhaustive and does not include all offense/violations for which the Employer need not follow progressive discipline.
- 20.2 For those offenses not warranting an immediate suspension and/or discharge, the Employer may implement disciplinary action for just cause according to the following progression:
 - 20.2.1 Verbal warning. At the Employer's discretion, the Employer shall verbally warn the employee and shall counsel the employee as to areas of needed improvement. The employee will be provided with written documentation of the areas of improvement discussed in the verbal warning.
 - 20.2.2 Written warning/reprimand. At the Employer's discretion, the Employer may issue a written warning to the Employee.
 - 20.2.3 Suspension. At the Employer's discretion, the employee shall be suspended without pay for up to three (3) days, depending upon the nature of the offense, to be reasonably determined by the Employer.
 - 20.2.4 Further suspension or discharge. At the Employer's discretion, the Employer may impose a further suspension without pay, or may alternatively discharge the employee for just cause.
- 20.3 The Employer shall document the disciplinary action implemented by placing a written summary of such disciplinary action in the employee's personnel file, which summary shall include the date, nature and details of the offense for which the disciplinary action is issued, and the name of the supervisor implementing the disciplinary action. The

employee shall be given the opportunity to acknowledge the written summary pursuant to provisions set forth above.

- 20.4 Notwithstanding the progressive disciplinary procedure set forth herein, the Employer may elect to impose a lesser form of discipline than that allowed pursuant to this Agreement; provided, that such election shall not be construed as compromising the Employer's rights to subsequently implement discipline in accordance with this schedule.
- 20.5 Except for the imposition of a documented verbal or written warning, the procedures set forth herein shall be subject to the terms of the grievance procedure.

ARTICLE 21 LEAVE OF ABSENCE

- 21.1 **MEDICAL LEAVE** — An employee who becomes disabled (as defined by applicable federal, state, and/or local law) due to illness, injury or pregnancy, or an employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work; provided, that the employee shall submit to the Employer as soon as reasonably practical a written claim of such illness or injury along with supporting medical documentation as required by law. The Employer may, at its sole cost and expense, require a second opinion of a doctor of its own choosing to verify illness or injury, and a doctor's statement of fitness to return to work. Medical leave shall run concurrently with FMLA Leave. This does not preclude an employee from receiving sick leave or vacation pay during such medical leave.
- 21.2 **FAMILY AND MEDICAL LEAVE** — Leave taken pursuant to the Family and Medical Leave Act is without pay, except that FMLA leave shall run concurrently with use of accrued leave, and the City shall require the employee to use accrued, unused sick leave, vacation time, comp time and/or other paid time for the 12-week FMLA allowance. In the event the employee's accrued leave(s) do not extend for the 12-week FMLA allowance, the balance of the FMLA leave shall be unpaid.
 - 21.2.1 An employee on FMLA leave who is receiving continuous compensation through the use of accrued, unused sick leave, vacation time, comp time and/or other paid time shall continue to accrue leave and seniority benefits.
 - 21.2.2 An employee on FMLA leave who has exhausted all paid leave time and who is not receiving compensation shall not accrue leave and seniority benefits while on unpaid leave.
- 21.3 **PROLONGED DISABILITY** — An employee shall not be terminated by the Employer because of a non-job-related injury or prolonged continuous illness or injury, provided; that the period of disability is no longer than twelve (12) months, and provided, further that on or before the expiration of said twelve (12) month period, the employee will be able to perform the essential functions of the employee's job. Upon being certified as physically or mentally fit to return to work by the employee's doctor and, if deemed necessary, the Employer's doctor(s), the employee shall be reinstated to the same or substantially equivalent classification if such classification exists. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.
 - 21.3.1 An employee on prolonged absence because of occupational illness or injury incurred in the service of the City, shall not be terminated by the Employer because of such absence for a period of twenty-four (24) months; provided, that on or before the

expiration of such twenty-four (24) month period the employee will be able to perform the essential functions of the employee's job. Such employees on prolonged disability shall continue to accumulate seniority during such disability, except that seniority shall not apply towards advancement through the wage step program.

- 21.4 MILITARY LEAVE — Every full-time regular employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps reserve of the United States, or of any organized reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment, in accordance with applicable law. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as he may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive from the Employer his normal pay for a period not exceeding fifteen (15) working days during each twelve (12) month period from October 1 through September 30.
- 21.5 JURY DUTY — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer or deducted from the employee's paycheck.
- 21.6 BEREAVEMENT LEAVE — All employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay per incident. If additional leave is necessary, it may be granted, subject to the approval of the Employer, and such additional bereavement leave shall be deducted from accrued vacation, sick leave, compensatory time, or leave without pay.
 - 21.6.1 Immediate family shall be defined as spouse, domestic partner, son, daughter, mother, father, brother, son-in-law, daughter-in-law, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepson, stepdaughter, stepparents, grandchildren and grandparents on both sides, aunts, uncles, nieces, nephews.
 - 21.6.2 When an employee participates in a funeral or memorial ceremony for a person other than those in the immediate family the employee may, subject to the approval of the Employer, be granted reasonable vacation, or compensatory time off.
- 21.7 LEAVE OF ABSENCE WITHOUT PAY – An employee may apply to the City Administrator or his/her designee for a leave of absence without pay. The Administrator or his/her designee shall have sole discretion whether to grant the request, including but not limited to the duration of the leave of absence. A leave of absence without pay may be used only after all other accrued leave has been used except for Union business leave of two (2) weeks or less in duration. Unless otherwise required by law or the terms of this Agreement, an employee shall not receive any benefits and/or wages/pay/compensation nor accrue seniority during such leave of absence. The Employer reserves the right to recall any employee from a previously authorized leave of absence.

ARTICLE 22 HEALTH AND BENEFITS

- 22.1 MEDICAL — The Employer shall make available the Association of Washington Cities Health First 250 Plan medical insurance for all full-time regular employees, employee's spouse/domestic partner, and dependents, and shall pay one hundred percent (100%)

of the medical insurance premiums for coverage of each employee, but the Employer and employee shall share the costs of the medical insurance premiums for the employee's spouse/domestic partner and dependents in accordance with the following:

Each employee shall pay twenty five percent (25%) of the medical insurance premiums for the employee's spouse/domestic partner, and dependents.

22.1.1 The Employer will agree to negotiate with the Union if the Employer chooses to change medical plans or providers.

22.2 DENTAL — The Employer shall make available the following dental insurance plans for all full-time regular employees and shall pay one hundred percent (100%) of the premiums for employee, employee's spouse and qualified dependents.

Plan: Washington Dental Service Plan F plus orthodontia rider plan I

22.3 VISION — The employer shall make available the AWC VSP Vision Plan for all full-time regular employees, as well as the Second Pair Rider benefit, and shall pay one hundred percent (100%) of the premium.

22.4 LIFE — The employer shall make available Basic Life Insurance with Accidental Death & Dismemberment in the amount of sixty thousand dollars (\$60,000) for all full time regular employees and shall continue to pay one hundred percent (100%) of the premium.

22.5 EMPLOYEE ASSISTANCE PROGRAM — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full time employees and shall continue to pay one hundred percent (100%) of the premium.

22.6 LONG-TERM DISABILITY – The Employer shall make available, for all full-time regular employees the Long-term Disability Plan offered by the Association of Washington Cities, with a benefit provision of sixty seven percent (67%), and a ninety (90) day elimination period. The Employer shall pay one hundred percent (100%) of the premium.

22.7 CITY OF ALGONA WELLNESS PROGRAM – Each bargaining unit member will receive an additional personal holiday if the bargaining unit has 100% participation in the City's wellness program. One-hundred percent (100%) participation shall constitute participation by all employees in any one (1) activity in each quarter of the calendar year in which a wellness program activity is offered. This personal holiday will be referred to as a wellness day and must be used before December 31st of the year. The wellness day will only be given upon written verification from the City's wellness coordinator that the goal has been met. The City's wellness coordinator will verify 100% participation in December each year. In addition, starting in year 2025, each employee will be eligible to receive at the beginning of each year following a year in which the bargaining unit has 100% participation, a one percent increase over base pay to be paid each pay period during the calendar year. Provided, if an employee has a safety related violation or accident involving damage or destruction of city equipment or vehicles, the employee will be ineligible for the 1% premium the following year.

ARTICLE 23 INDEMNIFICATION OF CITY EMPLOYEES

23.1 The Employer indemnifies and holds personally harmless all of its employees for any action, claim or proceeding instituted against said individual arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment. The Employer holds said individuals harmless

from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings. If insurance becomes unavailable, then employees shall, at the Employer's request, obtain substitute individual insurance protecting themselves against liability for their acts or omissions in the scope of their employment. The Employer shall pay the premiums for such insurance and shall have the right to approve the policies. If substitute individual insurance is unavailable, or if no policy is in effect at the time of a liability-creating event, the Employer shall act as self-insurer for the indemnity under this Article.

ARTICLE 24 SUBCONTRACTING

24.1 The Employer shall not subcontract the Bargaining Unit work of an employee who is on layoff.

ARTICLE 25 EDUCATION INCENTIVE

- 25.1 In the sole discretion of the Mayor or designee, the Mayor or designee may authorize an employee to take college classes and upon receiving a passing grade ("C" or better) the Employer shall reimburse the employee for tuition and book expenses associated with the authorized class. The authorization must be in writing and received prior to enrollment in order to be eligible for tuition and book reimbursement.
- 25.2 Any employee in a position classification not requiring an AA degree or its equivalent in skills and experience, who has earned an AA degree, shall receive an additional one percent (1%) in the employee's base hourly rate of pay.
- 25.3 Any employee in a position classification not requiring a BA degree or its equivalent in skills and experience, who has earned a BA degree, shall receive an additional two percent (2%) in the employee's base hourly rate of pay.

ARTICLE 26 CLOTHING ALLOWANCE (PUBLIC WORKS)

26.1 The Employer will provide an annual clothing allowance of \$850.00 to each employee for Navy Carhart Dungarees, Enhanced Vis Comfort Shirts, and Carhart Jacket; and \$300.00 for a pair of Safety Boots. Employees will their employer issued credit card for the purchases authorized by this section. For the purchase of safety boots only, an employee may elect to carry over up to maximum of Two Hundred Dollars (\$200.00) to the following year. To carry over any unused portion of the safety boot allowance, the employee must notify the City Administrator in writing by December 1 of the current year prior to the carry over year.

The Employer will further provide each employee:

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|------------------------|-------------------------------|
| 1 Reflective Vest | 1 Set Rain Gear |
| Earplugs | Eye Protection |
| 1 pair Chemical Gloves | 1 pair Regular Leather Gloves |
| 1 Hard Hat | 1 Ball Cap |

All of the above items, purchased by the City, will be replaced, by approval of the Department Director, on an "as needed" basis.

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- 26.1.1 Items provided by the Employer and purchased by the employee shall be maintained on a department inventory and shall remain the property of the Employer. Employees shall be responsible for the care and cleaning of all clothing and safety equipment paid for and provided by the Employer. The Employer, however, shall provide an annual payment of \$100.00 to each public works employee as reimbursement for cleaning the clothing items provided under this Article.
 - 26.1.2 The replacement of clothing and equipment items lost or damaged because of Employee negligence shall be the responsibility of the Employee.
 - 26.1.3 Should an Employee purchase any items other than those listed above, such items shall be paid for and maintained at the Employee's expense. The use of such additional items shall be subject to the approval of the City Administrator or his/her designee and shall remain the property of the Employee.
 - 26.1.4 Upon termination for any reason, all uniform items, equipment, and property provided by the Employer to the employee shall be returned to the Employer.

ARTICLE 27 CLOTHING ALLOWANCE (CLERICAL STAFF)

26.1 Each regular fulltime Clerical Personnel shall be allowed up to three hundred (\$300.00) dollars per calendar year for the purchase of uniforms and equipment authorized by the Chief of Police or City Clerk. The purchase of all items shall be approved by the Chief of Police or City Clerk.

ARTICLE 28 DEFERRED COMPENSATION

28.1 The Employer shall provide matching contributions to a Deferred Compensation Plan for full-time regular employees who have completed their initial probation period, not to exceed one hundred and twenty-five (\$125.00) per month. The bargaining unit shall participate in the plan that is currently being offered by the City.

ARTICLE 29 SAVINGS CLAUSE

29.1 Should any term or provision of this Agreement be in conflict with any State or Federal statute or other applicable law or regulation binding upon the Employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. No City ordinance or resolution shall modify or change any Article of this Agreement during the life of this Agreement, unless mutually agreed by the Employer and the Union.

29.2 If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 30 COMPLETE AGREEMENT

29.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Letters of Intent executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

ARTICLE 30 TERM OF AGREEMENT

30.1 Except as provided in this section, the terms of this Agreement shall become effective only upon its full execution and remain in full force and effect through December 31, 2026; provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. The effective date for the 2024 wage adjustments provide in Section 13.1 and the new Longevity schedule in Section 15.1 shall, however, have retroactive effect to January 1, 2024. The Employer shall use due diligence in computing and making payment of the retroactive pay due each employee following full execution of this Agreement.

DATED this ____ day of _____, 202_.

CITY OF ALGONA

INTERNATIONAL ASSOCIATIONS OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 160

By _____
Troy Linnell, Mayor

By _____
Beth Bergeon, Business Representative

By _____
Jessica Griess, City Administrator

By _____
_____, Shop Steward

Appendix A
TO THE
AGREEMENT
BY AND BETWEEN
THE CITY OF ALGONA, WASHINGTON
AND
INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE WORKERS
DISTRICT LODGE NO. 160
(REPRESENTING THE PUBLIC WORK & CLERICAL WORKERS)

THIS APPENDIX is supplemental to the Agreement by and between the City of Algona, hereafter referred as the "employer" and the IAMAW District Lodge NO. 160 on behalf of the employees of the Public Works Department, and Clerical workers, hereinafter referred to as the "employees".

A.1 Effective January 1, 2024, the monthly rates of pay for the hourly wage employees covered by this Agreement (a 4.5% increase over 2023 rates) shall be as follows:

Position	A 0-6 mo.	B 7-18 mo.	C 19-30 mo.	D 31-42 Mo.	E 42-60 mo.
Police Specialist	4,809	5,050	5,290	5,555	5,833
Utility Supervisor	5,907	6,202	6,511	6,837	7,179
Utility Worker I	4,922	5,162	5,420	5,691	5,975
Utility Worker II	5,670	5,957	6,255	6,568	6,897
Grounds/Maintenance Worker	3,871	4,065	4,268	4,481	4,708
Code Enforcement/Permit Technician	5,907	6,202	6,511	6,837	7,179
Clerical Assistant	4,587	4,816	5,057	5,310	5,550
Community Connector	5,934	6,231	6,543	6,850	7,192

A.2 Progression through each step plan shall be in accordance with the number of months in each step, and step advancement shall be automatic based on satisfactory performance.

A.3 The hourly rate of pay for full-time employees shall be determined by dividing the monthly rate of pay by 173.3 hours.

DATED this ___ day of _____, 2024.

CITY OF ALGONA

IAMAW, DISTRICT LODGE 160

TROY LINNELL, MAYOR

BETH BERGERON, BUSINESS
REPRESENTATIVE



CITY COUNCIL

AGENDA BILL # AB24-0122

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1275-24, Surplus of Public Works Equipment	Agenda Date: May 13th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Clerk		X
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 4/8/24	Planning Commission		
2 nd review – 4/22/24	Civil Service Committee		
3 rd review – 5/13/24			

Staff Contact: Jessica Griess, City Administrator
Attachments: Resolution 1275-24

SUMMARY STATEMENT:
 This resolution authorizes the dump truck, the red F250 truck, and the Ferris Mower to be considered surplus and sold. The mower has been replaced as per the asset replacement plan. The two trucks will be replaced with a smaller dump truck that can also be used as a crew truck.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:
Make a motion to approve Resolution 1275-24.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1275-24**

**A RESOLUTION OF THE CITY OF ALGONA,
WASHINGTON, AUTHORIZING THE DISPOSAL OF
SURPLUS PROPERTY**

WHEREAS, the City has determined the items listed on Exhibit A are no longer necessary for City operations and are therefore surplus; and

WHEREAS, the City Council has authority to dispose of surplus property pursuant to RCW 35A.11.010; and

WHEREAS, the City Council desires to authorize the City Administrator or designee to dispose of surplus City property;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Surplus Property. The City Council hereby declares the property listed on Exhibit "A" attached hereto as surplus to the needs of the City.

Section 2. Disposal Method. The surplus equipment identified in Exhibit A may be disposed of to the general public by means of direct sales, sealed bid, trade-in, auction, or other reasonable method of disposal as determined by the City Administrator or designee to be in the best interests of the City.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker
City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

Exhibit "A"

Surplus List

Item Description	Serial # / VIN	Estimated Value
2000 Freightliner FL70 Dump Truck	1FTSX21538EA02821	\$15,000
2008 Ford F250	1FV6HJBA0XHF6929	\$10,000
Ferris 48" Mower		\$1,000

To: Mayor Troy Linnell and City Council Members

From: Tara Dunford, CPA

Date: April 8, 2024

Re: Ordinance No. 1235-24 2024 Budget Amendment #1

ATTACHMENTS: Ordinance No. 1235-24; Exhibit A – Proposed Budget Amendment; Exhibit B – Authorized Positions; Exhibit C – Wage Scale

TYPE OF ACTION: Action. Recommended motion: “I move to adopt the attached ordinance 1235-24 amending the 2024 budget as outlined in Exhibits A, B, and C.”

Discussion:

This proposed budget amendment includes the following:

Salaries and Benefits

- Increase non-uniform union salaries by 4.5% as per approved union contract. The total cost of \$29,335 is allocated across funds as follows:
 - General Fund - \$16,565
 - Street Fund - \$4,655
 - Storm Fund - \$5,075
 - Water Fund - \$2,110
 - Sewer Fund - \$930

- Increase non-uniform union clothing allowances as per approved union contract. The total cost of \$10,200 is allocated across funds as follows:
 - General Fund - \$1,925
 - Street Fund - \$2,920
 - Storm Fund - \$2,793
 - Water Fund \$1,677
 - Sewer Fund - \$886

- Increase the Police uniform budget by \$7,000.

- Add a Parks Seasonal at \$25.00/hour for up to 720 hours. Total cost = \$19,500 for salaries + benefits.

Equipment Replacement Fund

- Increase Capital Outlay expenditures by \$85,000 to fund replacement of asset PW9 (Dump Truck). This asset was originally on the list for replacement in 2028 at a cost of \$140,000. Through 2023, \$121,000 has been set aside for replacement of this asset. The difference between the amount saved and the \$85,000 purchase cost will be applied to asset replacement plan in 2025 in accordance with

established allocation percentages and will reduce the amount which will need to be saved for replacement of the new (2024) asset.

Summary of Net Increase (Decrease) in Expenditures by Fund:

Fund	Non-Uniform Salaries	Non-Uniform Clothing Allowances	Park Seasonal	Police Uniform Increase	Asset Replacement	Total
General	16,565	1,925	19,500	7,000	-	44,990
Street	4,655	2,920	-	-	-	7,575
Storm	5,075	2,793	-	-	-	7,868
Water	2,110	1,677	-	-	-	3,787
Sewer	930	886	-	-	-	1,816
Equipment Replacement	-	-	-	-	85,000	85,000
Total	29,335	10,200	19,500	7,000	85,000	151,035

General Fund Line Item Adjustments:

Increase Community Events	5,000
Decrease Finance Professional Services	(2,000)
Decrease Finance Communications	(2,000)
Decrease Central Services/Utilities	(1,000)
Net	-

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1235-24

AN ORDINANCE OF THE CITY OF ALGONA, WASHINGTON, MAKING CERTAIN FINDINGS OF FACT AND AMENDING THE 2024 BUDGET ADOPTED WITH ORDINANCE NO. 1231-23 ON DECEMBER 11, 2023, AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Algona City Council adopted the 2024 Budget with Ordinance No. 1231-23 on December 11, 2023; and

WHEREAS, unplanned and unbudgeted expenditures have been identified; and

WHEREAS, the non-uniform union contract was pending settlement at the time the 2023 budget was adopted, therefore salary increases for those positions were excluded from the adopted budget; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to authorize a part-time Parks seasonal employee; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the General Fund budget by \$44,990; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Street Fund budget by \$7,575; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Stormwater Management Fund budget by \$7,868; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Water Maintenance Fund budget by \$3,787; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Sewer Maintenance Fund budget by \$1,816; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Equipment Replacement Fund budget by \$85,000; and

WHEREAS, the increase in the General Fund expenditure budget will decrease ending fund balance by \$44,990; and

WHEREAS, the increase in the Street Fund expenditure budget will decrease ending fund balance by \$7,575; and

WHEREAS, the increase in the Stormwater Management Fund expenditure budget will decrease ending fund balance by \$7,868; and

WHEREAS, the increase in the Water Maintenance Fund expenditure budget will decrease ending fund balance by \$3,787; and

WHEREAS, the increase in the Sewer Maintenance Fund expenditure budget will decrease ending fund balance by \$1,816; and

WHEREAS, the increase in the Equipment Replacement Fund expenditure budget will decrease ending fund balance by \$85,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to adopt by ordinance non-uniform union salaries as per the 2024 collective bargaining agreement; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The above stated recitals are hereby adopted as the council’s findings and reasons for the adoption of this ordinance.

Section 2. The 2024 budget, as adopted with ordinance 1231-23 is hereby amended with an increase of zero dollars to revenues and \$151,035 to expenditures as detailed in the attached exhibit (Exhibit A – Proposed Budget Amendment) and positions are officially authorized as detailed in the attached exhibit (Exhibit B – Authorized Positions) and the wage scale is modified as detailed in the attached exhibit (Exhibit C – Wage Scale).

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Algona City Council the ____ day of April 2024, and approved by the Mayor, the ____ day of April 2024.

Troy Linnell, Mayor

ATTEST:

Dana Parker, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: XXXX-XX
Date of Publication:

EXHIBIT A

2024 Budget Amendment #1

Amending Section 2 of Ordinance 1231-23 and Page 11 of the City of Algona 2024 Budget

Fund	Expenditures		
	<u>Original</u>	<u>Amended</u>	<u>Increase (Decrease)</u>
General	3,332,589	3,377,579	44,990
Drug	-	-	-
Street	1,065,700	1,073,275	7,575
Rainy Day Fund	-	-	-
Capital Improvement	315,000	315,000	-
Park Impact	-	-	-
General Obligation Bond	318,300	318,300	-
Stormwater Management	393,800	401,668	7,868
Water Maintenance	830,200	833,987	3,787
Sewer Maintenance	1,142,900	1,144,716	1,816
Water Capital Improvement	-	-	-
Sewer Capital Improvement	-	-	-
Stormwater Capital Improvement	-	-	-
Equipment Replacement Fund	100,000	185,000	85,000
Unemployment Trust	-	-	-
Explorers Program	-	-	-
Total	7,498,489	7,649,524	151,035

Fund	Ending Fund Balance		
	<u>Original</u>	<u>Amended</u>	<u>Increase (Decrease)</u>
General	860,734	815,744	(44,990)
Drug	7,677	7,677	-
Street	134,636	127,061	(7,575)
Rainy Day Fund	365,174	365,174	-
Capital Improvement	4,826	4,826	-
Park Impact	244,500	244,500	-
General Obligation Bond	464	464	-
Stormwater Management	919,146	911,278	(7,868)
Water Maintenance	1,307,054	1,303,267	(3,787)
Sewer Maintenance	1,006,218	1,004,402	(1,816)
Water Capital Improvement	773,165	773,165	-
Sewer Capital Improvement	424,266	424,266	-
Stormwater Capital Improvement	269,877	269,877	-
Equipment Replacement Fund	772,209	687,209	(85,000)
Unemployment Trust	3,587	3,587	-
Explorers Program	27,417	27,417	-
Total	7,120,950	6,969,915	(151,035)

EXHIBIT B
2024 Budget Amendment #1
Amending Page 12 of the City of Algona 2024 Budget

	Authorized Positions				
	2020 Final	2021 Final	2022 Final	2023 (Amended)	2024 (Amended)
Administration:					
City Administrator	1	--	--	1	1
City Clerk	1	1	1	--	1
Deputy City Clerk	1	1	1	1	--
Clerical Assistant	1	1	1	1	1
Community Connector	1	1	1	1	1
Code Enforcement Officer/Permit Tech	--	--	--	1	1
Permit Technician	1	--	--	--	--
Total Administration	6	4	4	5	5
Police:					
Police Chief	1	1	1	1	1
Police Clerk	2	1	1	1	1
Police Sergeant	1	1	1	--	--
Police Corporal	--	--	1	1	1
Police Officer	6	6	5	7	7
Police Office Manager	--	--	--	1	1
Reserve Officer	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>
Total Police	10	9	9	11	11
Public Works:					
Public Works Director	1	1	1	1	1
Utility Superintendent	1	1	1	--	--
Utility Worker 2	1	1	1	1	--
Utility Worker 1	2	3	3	3	4
Park Seasonal					<i>part time</i>
Total Public Works	5	6	6	5	5
City-Wide Total	21	19	19	21	21

EXHIBIT C
2024 Budget Amendment #1
Amending Page 13 of the City of Algona 2024 Budget

Wage Scale

<i>Elected Officials</i>	<u>Annual</u>
Mayor	35,000
Councilmembers	3,600

<i>Non-Represented Full Time Positions</i>	<u>Annual Rates</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Chief	138,248				
City Administrator	110,250				
Public Works Director	111,387				
City Clerk/Treasurer	90,350				

<i>Non-Represented Part Time/Temp</i>	<u>Hourly</u>
Police Reserve Officers	32.59
Temp EHM/Court Security	29.11
Park Seasonal	25.00

<i>Represented - Non-Uniform</i>	<u>Annual Rates Per Collective Bargaining Agreement</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Clerk	57,709	60,600	63,477	66,657	69,996
Clerical Assistant	55,049	57,795	60,687	63,722	66,599
Community Connector	71,211	74,767	78,511	82,197	86,303
Utility Superintendent	70,878	74,420	78,135	82,038	86,144
Utility Worker 1	59,068	61,944	65,038	68,291	71,702
Code Enforcement Officer/Permit Tech	70,878	74,420	78,135	82,038	86,144

<i>Represented - Uniform</i>	<u>Annual Rates Per Collective Bargaining Agreement</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Corporal	80,196	84,204	88,419	92,840	97,482
Police Officer	75,657	79,438	83,414	87,585	91,964
Police Officer Manager	80,196	84,204	88,418	92,840	97,482