



**CITY COUNCIL REGULAR MEETING AGENDA**  
**November 2, 2021 at 5:30 p.m.**  
**City's Website**

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City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

The City of Kennewick broadcasts City Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>. The City will be providing options for citizen comment via Zoom and the City's website (see more information under Visitors on the agenda.)

**1. CALL TO ORDER**

Roll Call/Pledge of Allegiance/Welcome

**HONORS & RECOGNITIONS**

- Retiree Recognition – Thomas Cole 32-years

**2. APPROVAL OF AGENDA**

**3. CONSENT AGENDA**

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- a. Minutes of Regular Meeting of October 19, 2021.
- b. (1) Motion to approve Claims Roster – None  
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for September 2021.
- c. Motion to approve Payroll Roster for October 15, 2021.
- d. Motion to authorize the Mayor and City Manager to sign the Kennewick Police Department Support Specialist Guild Collective Bargaining Agreement.
- e. Motion to authorize the Mayor to sign Amendment No. 1 to Agreement GCB 3138, for the US395/Ridgeline Interchange Project.
- f. Motion to authorize the City Manager to sign the Interlocal Agreement for the Driveway Relocation at 6601 W. Deschutes Ave with the Port of Kennewick.

**4. VISITORS**

The City asks all members of the public that would like to comment under the Visitors section of the agenda to fill out an online form at <https://www.go2kennewick.com/VisitorsComments> no later than 4:30 p.m. on Monday, November 1<sup>st</sup> to be included in the Council packet.

Interested parties may also submit written comments to P.O. Box 6108, Kennewick, WA 99336; or e-mail [clerkinfo@ci.kennewick.wa.us](mailto:clerkinfo@ci.kennewick.wa.us) no later than 4:30 p.m. on Monday, November 1<sup>st</sup> to be included in the Council packet.

If you wish to comment under the Visitors section during the meeting, please register at [https://us02web.zoom.us/webinar/register/WN\\_r74HZww4QCCc2c1Md1QjHQ](https://us02web.zoom.us/webinar/register/WN_r74HZww4QCCc2c1Md1QjHQ). Registrations must be received by 4:00 p.m. on Tuesday, November 2<sup>nd</sup>.

5. **ORDINANCES/RESOLUTIONS**
6. **PUBLIC HEARINGS/MEETINGS**
7. **NEW BUSINESS**
8. **UNFINISHED BUSINESS**
9. **COUNCIL COMMENTS/DISCUSSION**
10. **ADJOURNMENT**

CITY OF KENNEWICK  
CITY COUNCIL  
Regular Meeting  
October 19, 2021

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:30 p.m.

Meeting was conducted through an online, virtual meeting platform. Councilmembers and staff joined remotely. City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Marie Mosley	Emily Estes-Cross	Bruce Mills
John Trumbo	Anthony Muai	Dan Legard	Krystal Townsend
Bill McKay	Christina Palmer	Ken Hohenberg	Steve Donovan
Chuck Torelli	Jessica Foltz	Chad Michael	Ray Ransier
Brad Beauchamp	Cary Roe	Evelyn Lusignan	
Mayor Don Britain	Terri Wright	Corey Osborn	

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to excuse the absence of Mr. Millbauer at tonight's meeting. The motion passed unanimously.

Girl Scout Hadley Caton of Kennewick led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- National Day of the Girl Proclamation

City Clerk Wright read the proclamation. Brian Newberry, CEO of Girl Scouts of Eastern Washington & Northern Idaho was present virtually on behalf of the Girl Scouts.

- Retiree Recognition – Ray Ransier 25-years

City Clerk Wright read the retirement plaque words. Mayor Britain thanked Mr. Ransier for his 25-years of service to the City. Mr. Ransier attended virtually and said a few words.

2. APPROVAL OF AGENDA

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- Minutes of Regular Meeting of October 5, 2021.
- (1) Motion to approve the Claims Roster for September 2021.  
(2) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for August 2021.
- Motion to approve Payroll Roster for September 30, 2021.
- Motion to change the November 2, 2021 meeting time from 6:30 p.m. to 5:30 p.m.
- Motion to approve the 2022 Tourism Promotion Area (TPA) Business and Marketing Plan.
- Resolution 21-11: Setting a public hearing on November 16th for a right-of-way vacation at 1026 and 1048 N. Lincoln St.
- Motion to authorize the Mayor to sign the Waterline Easement and Release of Easement Deed at 7122 W. Okanogan Pl.
- Motion to award Contract P2025-21 (Highlands & Northwest Interceptor Sewer Rehabilitation) to Insituform Technologies, LLC in the amount of \$997,489.91, plus a 10% construction contingency amount of \$99,750 for a total amount of \$1,097,239.91.

- i. Motion to award Contract P1908-21 (19th & Olympia/ 47th & Olympia Reservoir Repairs) to Combined Construction Inc. in the amount of \$363,864.30, plus a 10% construction contingency amount of \$36,386 for a total amount of \$400,250.30.

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to approve the Consent Agenda or amended. The motion passed unanimously.

4. VISITORS - None

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5946: Zoning Code Amendment (ZOA) 21-03 amending KMC 18.12.180(7) Recreational Vehicle Storage. Steve Donovan, Senior Planner reported.

ORDINANCE NO. 5946

AN ORDINANCE RELATING TO RECREATIONAL VEHICLE STORAGE AND AMENDING SECTION 18.12.180 OF THE KENNEWICK MUNICIPAL CODE

Mr. Torelli moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5946. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. ADJOURNMENT

Meeting adjourned at 7:10 p.m.

Terri L. Wright, CMC  
City Clerk

# Council Agenda Coversheet



Agenda Item Number	3.b.(2)	Council Date	11/02/2021
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for September 2021.

### Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for September 2021 in the amount of \$37,043.00, comprised of check numbers 295-296, 2642-2649 in the amount of \$7,517.01 and electronic transfers in the amount of \$29,525.99.

### Summary

The first page of the roster is a summary of check and electronic transfer activity, with the following pages presenting more detailed information.

### Alternatives

None.

### Fiscal Impact

Total \$37,043.00.

Through	Denise Winters Oct 25, 10:10:34 GMT-0700 2021
Dept Head Approval	Dan Legard Oct 26, 16:38:35 GMT-0700 2021
City Mgr Approval	Marie Mosley Oct 28, 19:38:43 GMT-0700 2021

Attachments:

Recording  
Required?

**COLUMBIA PARK GOLF COURSE FUND**  
**CHECK REGISTER**  
**September 2021**

Check Number	Vendor Check Name	Check Date	Amount	Type
2642	KENNEWICK GOLF CORPORATION	9/7/2021	\$4,813.49	Check
2643	NATIONWIDE	9/7/2021	\$712.91	Check
2644	NGCOA	9/7/2021	\$121.95	Check
2645	TOTAL E INTEGRATED INC.	9/17/2021	\$137.95	Check
2646	YELP	9/17/2021	\$40.00	Check
2647	COLUMBIA POINT GOLF COURSE	9/27/2021	\$384.60	Check
2648	NATIONWIDE	9/28/2021	\$722.91	Check
2649	DROP BOX	9/29/2021	\$170.40	Check
295	BITE AT THE LANDING	9/18/2021	\$162.80	Check
296	CHARLES R TAFT	9/23/2021	\$250.00	Check
ADPTS 1409355	ADP TOTAL SOURCE (AUTOPAY)	9/14/2021	\$4,592.72	EFT
WA DOR 0022247859	DEPARTMENT OF REVENUE	9/27/2021	\$4,451.35	EFT
405943	ALA CART GOLF CARTS, L.L.C.	9/16/2021	\$286.32	EFT
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021	\$354.06	EFT
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021	\$422.90	EFT
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021	\$456.63	EFT
405968	PEPSI COLA BOTTLING CO.	9/16/2021	\$188.13	EFT
406031	SPARKLING CLEAN WINDOWS, LLC	9/16/2021	\$717.20	EFT
407031	ACUSHNET	9/22/2021	\$122.35	EFT
407085	PEPSI COLA BOTTLING CO.	9/22/2021	\$372.33	EFT
408130	BLUE ROOM	9/30/2021	\$266.67	EFT
408181	TRACER GOLF ACCESSORIES	9/30/2021	\$187.07	EFT
Paid by ACH	CINTAS CORPORATION #608	9/16/2021	\$112.08	EFT
Paid by ACH	COLEMAN OIL COMPANY	9/16/2021	\$376.66	EFT
Paid by ACH	COLEMAN OIL COMPANY	9/23/2021	\$386.14	EFT
Paid by ACH	CINTAS CORPORATION #608	9/30/2021	\$115.27	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/10/2021	\$7,298.49	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	9/24/2021	\$6,801.73	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	9/30/2021	\$848.87	EFT
Bank Deduction	MERCHANT SERVICES	9/1/2021	\$1,110.64	EFT
Bank Deduction	US Bank	9/15/2021	\$58.38	EFT
			<u>\$37,043.00</u>	

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



\_\_\_\_\_  
 Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Check numbers 295-296, 2642-2649	\$	7,517.01
Electronic transfers		29,525.99
Total	\$	<u>37,043.00</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2642	KENNEWICK GOLF CORPORATION	9/7/2021		\$4,813.49	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,813.49
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,204.02	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,609.47	
2643	NATIONWIDE	9/7/2021		\$712.91	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$712.91
	PURCH	18400-000-244-00	PREPAID GEN LIABILITY	\$712.91	
2644	NGCOA	9/7/2021		\$121.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$121.95
	PURCH	51400-080-244-00	PROFESSIONAL DUES & FEES	\$121.95	
2645	TOTAL E INTEGRATED INC.	9/17/2021		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2646	YELP	9/17/2021		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
2647	COLUMBIA POINT GOLF COURSE	9/27/2021		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
2648	NATIONWIDE	9/28/2021		\$722.91	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$722.91
	PURCH	18400-000-244-00	PREPAID GEN LIABILITY	\$722.91	
2649	DROP BOX	9/29/2021		\$170.40	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$170.40
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$170.40	
295	BITE AT THE LANDING	9/18/2021		\$162.80	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$162.80
	PURCH	51800-050-244-00	PROFESSIONAL SERVICES	\$162.80	
296	CHARLES R TAFT	9/23/2021		\$250.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$250.00
	PURCH	59400-060-244-00	IRRIGATION OUTSIDE REPAIRS	\$250.00	
ADPTS 1409355	ADP TOTAL SOURCE (AUTOPAY)	9/14/2021		\$4,592.72	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,592.72
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,717.19	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,875.53	
WA DOR 0022247859	DEPARTMENT OF REVENUE	9/27/2021		\$4,451.35	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,451.35
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$2,868.48	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$1,582.87	
405943	ALA CART GOLF CARTS, L.L.C.	9/16/2021		\$286.32	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$286.32
	PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR	\$286.32	
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021		\$354.06	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$354.06
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$51.57	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$302.49	
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021		\$422.90	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$422.90
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$38.69	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$384.21	
405948	CITY OF KENNEWICK ELECTRICAL	9/16/2021		\$456.63	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$456.63
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$43.47	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$413.16	
405968	PEPSI COLA BOTTLING CO.	9/16/2021		\$188.13	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$188.13
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$46.78	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$132.85	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.50	
406031	SPARKLING CLEAN WINDOWS, LLC	9/16/2021		\$717.20	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$717.20
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$717.20	
407031	ACUSHNET	9/22/2021		\$122.35	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$122.35
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$122.35	

Check	Vendor	Date	Amount	Debit	Credit
407085	PEPSI COLA BOTTLING CO. PAY PURCH PURCH	9/22/2021 20006-000-244-00 49150-070-244-00 49200-070-244-00	ACCOUNTS PAYABLE - GP COGS - PACKAGED FOOD COGS - SOFT BEVERAGE	\$372.33  \$58.58 \$313.75	\$372.33
408130	BLUE ROOM PAY PURCH PURCH	9/30/2021 20006-000-244-00 52300-050-244-00 52300-060-244-00	ACCOUNTS PAYABLE - GP GARBAGE & DEBRIS REMOVAL GARBAGE & DEBRIS REMOVAL	\$266.67  \$176.00 \$90.67	\$266.67
408181	TRACER GOLF ACCESSORIES PAY PURCH	9/30/2021 20006-000-244-00 47150-050-244-00	ACCOUNTS PAYABLE - GP COGS MERCHANDISE	\$187.07  \$187.07	\$187.07
Paid by ACH	CINTAS CORPORATION #608 PAY PURCH PURCH	9/16/2021 20006-000-244-00 51900-060-244-00 51900-080-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES CONTRACT SERVICES	\$112.08  \$31.46 \$80.62	\$112.08
Paid by ACH	COLEMAN OIL COMPANY PAY PURCH PURCH	9/16/2021 20005-000-244-00 58300-060-244-00 58300-050-244-00	ACCOUNTS PAYABLE - GP FUEL & OIL MAINTENANCE FUEL & OIL GOLF	\$376.66  \$300.91 \$75.75	\$376.66
Paid by ACH	COLEMAN OIL COMPANY PAY PURCH PURCH	9/23/2021 20005-000-244-00 58300-060-244-00 58300-050-244-00	ACCOUNTS PAYABLE - GP FUEL & OIL MAINTENANCE FUEL & OIL GOLF	\$386.14  \$312.39 \$73.75	\$386.14
Paid by ACH	CINTAS CORPORATION #608 PAY PURCH PURCH	9/30/2021 20006-000-244-00 51900-060-244-00 51900-080-244-00	ACCOUNTS PAYABLE - GP CONTRACT SERVICES CONTRACT SERVICES	\$115.27  \$34.53 \$80.74	\$115.27
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY) PAY PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH	9/10/2021 50000-000-244-00 50100-060-244-00 50200-050-244-00 50200-060-244-00 50800-050-244-00 50800-060-244-00 50950-050-244-00 50950-060-244-00 50950-080-244-00	TEMPORARY ACCT SALARIES HOURLY WAGES HOURLY WAGES HEALTH BENEFITS HEALTH BENEFITS COMBINED ADMIN, TAXES, W/C COMBINED ADMIN, TAXES, W/C COMBINED ADMIN, TAXES, W/C	\$7,298.49  \$1,551.31 \$3,854.43 \$1,497.50  \$772.36 \$504.45 \$30.27	\$7,298.49  \$543.31 \$368.52
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY) PAY PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH	9/24/2021 50000-000-244-00 50100-060-244-00 50200-050-244-00 50200-060-244-00 50800-050-244-00 50800-060-244-00 50950-050-244-00 50950-060-244-00 50950-080-244-00	TEMPORARY ACCT SALARIES HOURLY WAGES HOURLY WAGES HEALTH BENEFITS HEALTH BENEFITS COMBINED ADMIN, TAXES, W/C COMBINED ADMIN, TAXES, W/C COMBINED ADMIN, TAXES, W/C	\$6,801.73  \$1,551.31 \$3,593.28 \$1,349.96  \$709.40 \$480.70 \$28.91	\$6,801.73  \$543.31 \$368.52
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS) PAY PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH PURCH	9/30/2021 50000-000-244-00 47150-050-244-00 51350-080-244-00 51800-060-244-00 52800-080-244-00 58300-060-244-00 58500-060-244-00 59300-060-244-00 59300-060-244-00	TEMPORARY ACCT COGS MERCHANDISE SAFETY SUPPLIES PROFESSIONAL SERVICES SUBSCRIPTIONS & PUBLICATIONS FUEL & OIL MAINTENANCE EQUIPMENT SHOP SUPPLIES IRRIGATION ELEC PARTS IRRIGATION ELEC PARTS	\$848.87  \$468.72 \$88.94 \$162.90 \$9.25 \$29.83 \$40.55 \$8.68 \$40.00	\$848.87
Bank Deduction	MERCHANT SERVICES PAY PURCH	9/1/2021 10420-000-244-00 54000-080-244-00	OPERATING CHECKING ACCT - US Bank BANK CHARGES	\$1,110.64  \$1,110.64	\$1,110.64
Bank Deduction	US Bank PAY PURCH	9/15/2021 10420-000-244-00 54000-080-244-00	OPERATING CHECKING ACCT - US Bank BANK CHARGES	\$58.38  \$58.38	\$58.38

**Council Agenda  
Coversheet**



Agenda Item Number	3.c.	Council Date	11/02/2021
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 10/15/2021		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda

Ordinance/Reso

Public Mtg / Hrg

Other

Quasi-Judicial

**Recommendation**

That council approve the Payroll Roster.

**Motion for Consideration**

I move to approve the Payroll Roster for 10/15/2021 in the amount of \$2,671,350.63 comprised of check numbers 75251 through 75272 and direct deposit numbers 196217 through 196685.

**Summary**

None.

**Alternatives**

None.

**Fiscal Impact**

Total \$2,671,350.63.

Through	
Dept Head Approval	Dan Legard Oct 21, 08:26:33 GMT-0700 2021
City Mgr Approval	Marie Mosley Oct 28, 19:39:37 GMT-0700 2021

Attachments: payroll roster



Recording Required?

November 2, 2021

All Departments:

October 15, 2021

ADMINISTRATIVE TEAM		4,934.58
CITY COUNCIL		4,612.50
CITY MANAGER		12,803.09
CIVIL SERVICE		2,175.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		23,452.60
EMPLOYEE & COMMUNITY RELATIONS		48,096.67
ENGINEERING		57,010.02
FACILITIES & GROUNDS		81,403.81
FINANCE		48,035.28
FIRE		106,045.41
LEGAL SERVICES		23,401.00
MANAGEMENT SERVICES		82,853.63
POLICE		502,085.63
	Subtotal General Fund	<u>996,909.22</u>
STREETS		27,164.62
TRAFFIC		18,490.19
	Subtotal Street Fund	<u>45,654.81</u>
BI-PIN		10,403.89
BUILDING SAFETY		45,652.09
COMMUNITY DEVELOPMENT		4,422.14
CRIMINAL JUSTICE		69,790.95
EQUIPMENT RENTAL		12,748.84
MEDICAL SERVICES		356,597.20
RISK MANAGEMENT		3,867.48
STORMWATER UTILITY		19,722.96
WATER & SEWER		137,263.73
	Subtotal Other Funds	<u>660,469.28</u>
	Total Salaries and Wages	<u>1,703,033.31</u>
<u>Benefits:</u>		
Dental Insurance		46,598.70
Industrial Insurance		37,444.43
Life Insurance		5,044.00
Long Term Disability Insurance		5,681.96
Medical Insurance		641,959.22
Medical Retirement Account		3,450.00
Retirement		122,803.84
Social Security (FICA)		95,617.57
Vision Insurance		7,457.52
WA Family Leave		2,260.08
	Total Benefits	<u>968,317.32</u>
	Grand Total	<u><u>\$2,671,350.63</u></u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,671,350.63 comprised of check numbers 75251 through 75272 and direct deposit numbers 196217 through 196685.

Approved for payment:



Dan Legard, Finance Director

<b>Council Agenda Coversheet</b>  	Agenda Item Number	3.d.	Council Date	11/02/2021	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	PSS Guild Collective Bargaining Agreement			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Finance				

**Recommendation**

Staff recommends that City Council approve the four-year collective bargaining agreement between the City of Kennewick and the Kennewick Police Department Police Support Specialist Guild.

**Motion for Consideration**

I move to approve and authorize the Mayor and City Manager to sign the Kennewick Police Department Police Support Specialist Guild Collective Bargaining Agreement.

**Summary**

In 2020, the ten employees in the Kennewick Police Department Police Support Specialists Guild (PSS Guild) changed representation and discontinued their affiliation with the International Union of Operating Engineers (IUOE). This is the first collective bargaining agreement between the City and the PSS Guild and it covers four years, from 2021 through 2024.

The parties have agreed to most of the same economic terms contained in the previous contract between the City and the IUOE with the following notable changes:

- Wages
  - 2021 – 1.3% salary increase
  - 2022 – 2% salary increase
  - 2023 – 2% salary increase with a contract reopener is CPI is less than 2% or greater than 4%
  - 2024 – 2% salary increase with a contract reopener is CPI is less than 2% or greater than 4%
- 8 hour work days for all shifts, with flexibility for the City to implement 10 hour work shifts if consistent with business needs
- Lead PSS wages increased from 10% to 13% above top step of the PSS salary schedule, with a formalized job description and responsibility to oversee new employee training
- Updated holiday pay to compensate employees for holidays consistent with 24/7/365 division operating schedule
- Updated overtime procedures, with the ability to assign mandatory overtime to minimize unstaffed hours

**Alternatives**

None recommended.

**Fiscal Impact**

The cost of this contract over four years, relative to the 2020 budget, is \$110,500. This amount is within City Council's bargaining parameters and with the City's budget assumptions.

Through	Corey Osborn Oct 28, 10:17:22 GMT-0700 2021	Attachments: <input type="text" value="Agreement"/>
Dept Head Approval	Dan Legard Oct 28, 11:28:27 GMT-0700 2021	
City Mgr Approval	Marie Mosley Oct 28, 19:44:27 GMT-0700 2021	
		<input type="checkbox"/> Recording Required?

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE KENNEWICK POLICE DEPARTMENT POLICE  
SUPPORT SPECIALISTS GUILD**

**AND**

**CITY OF KENNEWICK**

**January 1, 2021 – December 31, 2024**

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE 1 – DEFINITIONS.....	3
ARTICLE 2 – RECOGNITION .....	4
ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES .....	4
ARTICLE 4 – HOURS OF WORK AND OVERTIME .....	4
ARTICLE 5 – SHIFT ASSIGNMENTS.....	6
ARTICLE 6 – DUTY CALL BACK.....	7
ARTICLE 7 – WORKING OUT OF CLASSIFICATION.....	7
ARTICLE 8 – MONTHLY SALARIES .....	7
ARTICLE 9 – HOLIDAYS .....	8
ARTICLE 10 – PAID TIME OFF .....	9
ARTICLE 11 – UNSCHEDULED ABSENCES.....	10
ARTICLE 12 – INSURANCE COVERAGE .....	11
ARTICLE 13 – LEAVES OF ABSENCE .....	12
ARTICLE 14 – GRIEVANCE PROCEDURE.....	13
ARTICLE 15 – MANAGEMENT GRIEVANCE/ARBITRATION.....	15
ARTICLE 16 – GUILD BUSINESS.....	15
ARTICLE 17 – PERSONNEL FILE .....	15
ARTICLE 18 – DISCIPLINE AND DISCHARGE.....	16
ARTICLE 19 – PROBATION.....	17
ARTICLE 20 – LAYOFF AND RECALL.....	17
ARTICLE 21 – SENIORITY .....	17
ARTICLE 22 – OUTSIDE EMPLOYMENT .....	18
ARTICLE 23 – EMPLOYEE RIGHTS / NON-DISCRIMINATION .....	18
ARTICLE 24 – GUILD MEMBERSHIP / DUES CHECK OFF.....	18
ARTICLE 25 – SAVINGS CLAUSE .....	19
ARTICLE 26 – CLOTHING ALLOWANCE .....	19
ARTICLE 27 – LABOR / MANAGEMENT COMMITTEE.....	20
ARTICLE 28 – ENTIRE AGREEMENT .....	21
ARTICLE 29 – DURATION OF AGREEMENT .....	21
APPENDIX A .....	23
APPENDIX B .....	25
APPENDIX C .....	26

## **PREAMBLE**

The provisions contained herein constitute the entire agreement between the City of Kennewick and the Kennewick Police Department Support Specialists Guild, governing wages, hours and working conditions for those members of the Kennewick Police Department as identified in the Public Employment Relations Commission Certification Case #13271.

Section 1. Productivity. The Employer and the Guild shall work together to meet the operational requirements of the City; to provide the public with efficient, courteous, and professional service; to encourage good attendance of employees; to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Department; and to promote and encourage employee training and development as resources allow.

Section 2. Strike Prohibition. During the life of this agreement, employees shall perform their assigned duties to the best of their physical and mental ability. The Guild and the Employer agree that there shall be no strikes, blue flu, walkouts, slowdowns, stoppage of work, or any interference with the efficient operation of the Department.

Section 3. Lock Out Prohibition. Because of the emergency nature of Police Services, the necessity for protection of the lives and property of the community and the essential support functions performed by non-commissioned staff, the City pledges not to cause a lockout of members of the Guild.

## **ARTICLE 1 – DEFINITIONS**

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

- A. "Employer" means the City of Kennewick, Washington.
- B. "Guild" means the Kennewick Police Department Police Support Specialists Guild.
- C. "Employee" means a regular full-time employee and/or part-time employee regularly scheduled to work more than twenty (20) hours per week in the bargaining unit (as defined in subparagraph "E" hereof) covered by this Agreement.
- D. "Supervisor" means the Police Chief or a supervisor designated by the Police Chief.
- E. "Bargaining Unit" as used herein shall include all non-commissioned clerical employees of the Kennewick Police Department, but excluding supervisors and confidential employees.
- F. "Department" means the Kennewick Police Department.
- G. "Paid Time Off or PTO" means a scheduled work day or accumulation of scheduled work days on which an employee may, by pre-arrangement, continue to receive the regular rate of compensation although he/she does not work.
- H. "Hours Worked" means only those hours actually worked and excludes any time spent on any type of leave from work, whether paid or unpaid.
- I. "Monthly Salary" means the monthly rate of pay so identified and set forth in Appendix "A" to this Agreement.

## **ARTICLE 2 – RECOGNITION**

Section 2.1. Recognition. The employer recognizes the Guild as the sole and exclusive bargaining representative of the employees in the Bargaining Unit (as defined in Article 1, subparagraph "E") for the purpose of establishing wages, hours, and working conditions.

## **ARTICLE 3 – EMPLOYER RIGHTS AND RESPONSIBILITIES**

Except as expressly modified by the specific articles of this Agreement, the Guild recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects.

The Guild recognizes:

1. The prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers; and
2. That the Employer reserves those rights concerning management and operation of the Department which include, but are not limited to the following:
  - a. To recruit, assign, schedule, transfer, or promote members to positions within the Department.
  - b. To suspend, demote, discharge, or take other disciplinary action against members for just cause.
  - c. To determine methods, means, and personnel necessary for conduct departmental work functions.
  - d. To control the Department budget.
  - e. Take whatever actions are necessary at all times in order to assure the proper functioning of the Department.
  - f. To make, alter, and enforce rules, regulations, orders, and policies.
3. Nothing in this Agreement shall be construed to limit those rights and authorities generally reserved to management.
  - a. In consideration of these management rights, the Guild is not relinquishing its right to bargain any future mandatory issues as defined by state law.

## **ARTICLE 4 – HOURS OF WORK AND OVERTIME**

Section 4.1. Application of Article. This article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 4.2. Work Week. The regular work week shall consist of five (5) eight (8) hour days in each seven (7) day period, which starts at 12:01 a.m. Monday and ends at 12:00 midnight on the following Sunday. The City may employ a regular work week of four (4) ten (10) hour days within

the same seven (7) day period, with overtime thresholds appropriately modified, with agreement of the Guild.

Section 4.3. Work Day. The regular work day shall be eight (8) consecutive hours of work with regular starting and quitting times, except for interruptions for rest periods and unpaid meal periods. The City may employ a regular work day of ten (10) consecutive hours of work, with overtime thresholds appropriately modified, with agreement of the Guild.

Section 4.4. Meal and Rest Periods. Each employee of this Agreement shall be entitled to a sixty (60) or thirty (30) minute unpaid meal period each work shift. Each Employee working day shift shall receive a sixty (60) minute unpaid meal period. Each employee working swing or graveyard shift will receive a thirty (30) minute unpaid meal period. The meal period shall be scheduled as near as possible to the middle of the shift and shall be free of duty calls and responsibilities, unless an emergency situation requires otherwise. In the event any portion of the meal period is interrupted for work purposes, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Each employee covered by this Agreement shall also receive a paid fifteen (15) minute rest period during each half work shift. The rest period shall be free of duty calls and responsibilities unless an emergency situation requires otherwise. In the event the rest period is interrupted, the employee will be entitled to make up the lost time at a more convenient opportunity during the shift.

Section 4.5. Weekly and Daily Overtime. All work that has been specifically authorized by a supervisor and that is performed in excess of the employee's regular work day or work week (as defined in 4.2 and 4.3.) shall constitute overtime.

Section 4.6. Overtime Compensation. Hours of work in excess of eight (8) hours in a work day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time rate of pay in accordance with Section 4.8 of this article. In no event will overtime pay or compensatory time result from excess hours worked due to a voluntary change of shifts. However, the City agrees that shifts will not be changed or adjusted to avoid overtime or overtime payments unless mutually agreed between the City and the Guild.

Section 4.7. Overtime Assignments. The City will post a list of overtime opportunities when known, or at least once per quarter, and employees may bid on those overtime assignments. In order to equalize overtime as best as possible, the City will give preference to employees on an equal rotational basis. The City may make an exception when a particular overtime assignment requires unique training, skills, or abilities.

If known overtime opportunities remain unfilled within approximately fourteen (14) days of the scheduled shift, the City may assign required overtime. The City will assign required overtime on an equal rotational basis in reverse order of seniority. The City may make an exception when the required overtime would pose an unreasonable burden to an employee; for example, when the required overtime would interrupt a pre-planned vacation.

The City will generally offer overtime opportunities when necessary to fill up to two shifts in a single work week. However, the City will instead utilize shift changes as defined in section 5.3 when necessary to fill three or more shifts in a single work week in order to prevent unnecessary disruption to City operations or to employee schedules.

In the event that an employee cannot report to work, employees currently working may be held over. The City will attempt to limit hold overs to a total shift duration of twelve (12) hours, whenever possible, while continuing to support Kennewick Police Department operations.

#### Section 4.8. Compensatory Time.

4.8.1. At the option of the employee, compensatory time may be earned instead of cash overtime pay. Compensatory time will be earned at the overtime rate and, where paid, will be paid at the straight time rate. No more than one hundred twenty (120) hours of compensatory time may be accrued or carried over at any one time. Up to 60 hours of the accrued or carried over time can be cashed out and made available the first paycheck in April or August, at the employee's option.

4.8.2. Compensatory time off may be approved by the Police Chief or designee at the convenience of the Department.

4.8.3. It is agreed that all of the accrued or carried over hours identified in 4.8.1 shall be converted to cash, and will be paid to the employee upon separation from employment.

Section 4.9. Overtime Rate Calculation. The overtime rate of pay shall be determined by taking the employee's monthly salary, multiplying by twelve (12) and dividing that total by 2080.

### **ARTICLE 5 – SHIFT ASSIGNMENTS**

Section 5.1. Days Off/Shift Rotation. Bids for shift assignments/days off shall be made annually by seniority. Bids shall take place no later than November 20<sup>th</sup> of each year. A schedule shall be posted after bidding has been completed.

Changes may be made to annual shift assignments and/or days off based on the needs of the employees or the City. If an employee desires to change shift assignments and/or days off between bidding cycles, the employee will work with the supervisor to attempt to accommodate the request by mutual agreement. If the request cannot be accommodated by mutual agreement, the employee may submit a request to the Police Chief to consider a mandatory change upon showing of good cause.

If a shift is vacated by an employee for any reason, that shift shall be bid to all members on a seniority basis. Any other shifts vacated as a result of this movement shall also be bid on a seniority basis. If the vacancy occurs on or after November 1<sup>st</sup>, the Police Chief may elect not to post the vacancy and to fill it during the upcoming bid cycle in order to avoid undue disruption.

Section 5.2. Shift Trades. Subject to the prior approval of the Police Chief or the Police Chief's authorized designee, employees may make temporary shift trades provided, however, that the Department shall incur no overtime liability resulting therefrom.

Section 5.3. Changes in Work Schedule. It is recognized by the parties that deviations from the normal work schedule will occur from time to time resulting from a number of causes, such as, but not limited to, paid time off, leaves of absence, absenteeism, employee requests, and temporary shortages of personnel (not to exceed 90 days).

When the City initiates temporary shift changes, the City will provide at least ten (10) days notice to affected employees. In the event of a police emergency, the City shall make every attempt to give as much notice as possible. It is also agreed that shift changes will not be made for the exclusive purpose of avoiding overtime.

When the City initiates temporary shift changes, the City will not split an employee's consecutive work days between multiple shifts (day, swing, graveyard shifts) unless the City and the employee mutually agree to the split schedule.

The City and the Guild shall attempt to mutually agree to permanent shift schedule changes and will provide thirty (30) days advance notice to affected employees unless otherwise agreed. If a schedule change is necessary as determined by the Police Chief and supported by good cause but no employee volunteers to the schedule change, the least senior qualified employee shall be transferred.

## **ARTICLE 6 – DUTY CALL BACK**

Section 6.1. Shift Extensions. For purposes of this Article, appearance for a call back to duty must occur at least one (1) hour prior to the start, or more than one (1) hour after the conclusion of the employee's shift. Should the appearance of the call back occur less than one (1) hour before or one (1) hour after the end of the regularly assigned shift, the time worked shall be deemed an extension of the shift and shall be compensated at the appropriate rate of pay, and shall not be subject to the call back minimums provided herein.

Section 6.2. Duty Call Back. If called to duty outside a scheduled shift, whether on a scheduled work day or a scheduled day off, the employee shall receive overtime pay at a rate of one and a half (1 ½) for actual hours worked and remaining hours shall be paid at the employee's regular rate of pay. The employee will be guaranteed a minimum of two (2) hours pay at the overtime rate.

## **ARTICLE 7 – WORKING OUT OF CLASSIFICATION**

Section 7.1. Working In Higher Paid Classifications. If any employee is assigned by the Police Chief or the Police Chief's designee to perform the duties of a higher paying classification for any portion of a shift, but less than four (4) hours, the employee shall receive ten dollars (\$10.00) and for any work performed for more than four (4) hours, they shall receive twenty dollars (\$20.00) the higher rate of pay for all hours worked in the higher paid classification. Pay in the higher classification shall commence upon assignment in the higher classification.

If any employee is assigned or expected to provide bi-lingual assistance for the department, they shall be compensated an additional fifty cents (\$0.50) per hour. This shall be included as a stipend for all dayshift hours worked. This bi-lingual incentive does not apply to swing or graveyard shift employees.

Assignment to a higher classification shall be made at the sole discretion of the Police Chief or the Police Chief's designee and shall not be subject to the grievance procedure.

## **ARTICLE 8 – MONTHLY SALARIES**

Section 8.1. Pay Day. The City will pay employees on a twice monthly basis. If any payday falls on a holiday, the City will pay employees on the preceding business day. Hours worked up to and including the last working day in the month will be paid as early as possible thereafter, but not later than the fifth (5th) day of the month following; and that hours worked between the first (1st) and the fifteenth (15th) day of the month will be paid as early as possible thereafter, but no later than the twentieth (20th) day of the month.

The City may at its discretion institute a bi-weekly (or every other Friday) payroll.

Section 8.2. Overtime pay will be included in the paycheck for the period in which it is earned.

Section 8.3. Provided the employee satisfactorily performs the duties and responsibilities of his/her position, the employee shall progress in the salary range in one year intervals as specified in Appendix A.

## **ARTICLE 9 – HOLIDAYS**

Section 9.1. Recognized Holidays. The following days are recognized as paid holidays for all Employees:

1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	The day after Thanksgiving
10.	Christmas Day	December 25
11.	Floating Holiday	To accrue on January 1
12.	Floating Holiday	To accrue on July 1

The Department shall be closed to the public on New Year's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. The minimum staffing level on these four (4) defined holidays will be one (1) employee per shift. The Department shall be open to the public during regular business hours on all remaining holidays. The minimum staffing level on the remaining holidays will be two (2) employees on day shift and one (1) employee on swing and graveyard shifts.

Section 9.2. Holiday Pay and Minimum Staffing Requirement.

- (a) Employees shall not receive any time off for the holidays that are set forth in Section 9.1. Rather, employees will receive eight (8) hours of straight-time holiday pay for each of the ten (10) defined holidays, for a total of eighty (80) hours, regardless of whether they actually work on the holidays. Employees will receive this straight-time holiday pay in a separate check that will be provided to them on the first pay period in December of each year of the contract.
- (b) Employees must be employed and in paid status on the actual holiday in order to receive holiday pay for the corresponding day (no unpaid leave of absence, etc.). The City will reduce holiday pay by eight (8) hours for each holiday on which employees are not employed or are in unpaid status on any of the ten (10) defined holidays.
- (c) Employees who desire to take the holiday off work may do so by using PTO or compensatory time with supervisor approval. The holiday minimum staffing schedule shall be determined by the Guild on an equal rotational basis. If the Guild cannot agree on a holiday minimum staffing schedule, the Department shall develop a holiday minimum staffing schedule on an equal rotational basis.

Section 9.3. Floating Holidays.

- (a) Employees shall accrue a first floating holiday on January 1 each year. Employees shall accrue a second floating holiday on July 1 each year. In order to accrue these floating holidays, an Employee must be employed and in paid status on the respective accrual dates.
- (b) Floating holidays shall be scheduled and taken in accordance with the PTO scheduling clause set forth in Article 10, Section 10.4. Each employee shall be permitted to exercise his or her right of seniority preference only once annually and for only one PTO block.
- (c) Floating holidays not scheduled and approved before November 20<sup>th</sup> shall be paid to the Employee together with pay for defined holidays on the first pay period in December of each year of the contract. Floating holidays may not be carried over into a subsequent calendar year.

**ARTICLE 10 – PAID TIME OFF**

Section 10.1. PTO Accrual/Eligibility. Each full time employee shall accrue PTO as follows:

<u>Service</u>	<u>Accrual</u>
Start of year 1 through 5 years	12 hours per month
Start of year 6 through 9 years	15 hours per month
Start of year 10 through 14 years	17 hours per month
Start of year 15 through 19 years	19 hours per month
Start of year 20 through 24 years	21 hours per month
Start of year 25 through 30 years	23 hours per month
More than 30 years of service	25 hours per month

An employee shall not be eligible to use PTO until the employee has worked for the Employer a minimum of six (6) calendar months from his or her most recent date of hire.

Section 10.2. Annual PTO Carryover. Employees have an annual PTO carryover limit of six hundred (600) hours. For the purpose of this annual carryover, the City defines the year as April 1 through March 31. Employees will lose any PTO hours in excess of six hundred (600) hours at the end of the March 31 pay period every year.

Section 10.3. PTO Cash-Out. Upon separation from employment for any reason, an employee shall receive a sum of money equal to the number of accrued and unused PTO hours (up to a maximum of 560 hours) multiplied by the employee's last hourly rate of pay when the employee ceases employment with the City. If the employee resigns, PTO cash out is available only if the employee has given two-weeks advanced notice of his/her resignation. No prior notice is required if the employee's employment is terminated for just cause or if the employee is asked to resign.

Section 10.4. PTO Scheduling/Preference. Employees shall be permitted to request to use their PTO in either single or split blocks of time. Employees shall have the right to determine PTO scheduling in accordance with the preference rules included here, subject to the reasonable operational needs of the Department and the availability of relief employees as determined by the Police Chief. PTO requests received before November 20 of the preceding calendar year shall be honored on a seniority preference basis. Where two or more employees request overlapping PTO,

preference will be given to the most senior employee, provided the senior employee's request was received by November 20. Each employee will be permitted to exercise his or her right of seniority preference only once annually and for only one PTO time-block. Any requests for PTO following November 20 shall be granted on a first-come, first-served basis. PTO may be denied if the request would result in overtime or department closure. Such denials may be appealed to the Police Chief with two weeks' notice, or less upon showing of good cause.

If an employee has submitted a request to use forty (40) consecutive hours or more of PTO and qualifies for an open PTO slot pursuant to the terms of this article, the City shall approve or deny the PTO request within seven (7) calendar days of the submission of the request. This shall not apply to seniority preference PTO picks during the month of November.

Section 10.5. Seniority. For the purpose of scheduling PTO, seniority shall be defined as length of unbroken service as a Police Support Specialist.

## **ARTICLE 11 – UNSCHEDULED ABSENCES**

Section 11.1. Use of PTO. Employees may use PTO to cover unscheduled absences relating to illnesses or injuries as set forth in this Article or as may be authorized by state or federal law.

Section 11.2. Authorized Uses. Unscheduled absences are authorized when emergency and/or urgent circumstances prevent an employee from planning and providing advanced notice of the need to be absent from work. Preventative health and dental appointments are not acceptable uses of unscheduled leave and must be scheduled with the supervisor. Examples of authorized unscheduled absences include:

1. **Personal Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work due to personal illness or injury.
2. **Work-Related Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work due to a work-related illness or injury for periods of time not covered by industrial insurance. This includes covering the first three calendar days following the onset of a work-related illness or injury, as well as supplementing hours to make up the difference between industrial insurance benefits and the employee's regular pay. When receiving industrial insurance benefits, the employee may not use PTO to receive a combined amount that exceeds the employee's regular pay.
3. **Family Illness or Injury.** Unscheduled PTO is available for an employee who cannot report to work when the employee's physical presence is needed to care for an ill or injured family member. Covered family members include:
  - 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);
  - a parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
  - a spouse;
  - a registered domestic partner;
  - a grandparent;

- a grandchild; and
- a sibling.

When the employee's physical presence is no longer required, the employee will report back to work as promptly as possible.

An employee must notify the supervisor as soon as the employee reasonably believes that he or she cannot report to work, but not less than thirty minutes prior to the beginning of the scheduled work shift. The employee must keep the supervisor informed of his or her status if the employee expects the absence to last longer than one shift in duration.

Section 11.3. State and Federal Protected Leave. An employee may use PTO for any reason authorized by state or federal law. Existing protections may apply to absences relating to personal illnesses or injuries, family members' illness or injury, pregnancy, parental bonding, military service, military servicemember care, or domestic violence. This list is not exhaustive and employees are encouraged to refer to the Kennewick Administrative Code or to contact the Human Resources Division with questions regarding how state or federal protections may impact PTO or the right to paid leave in the employee's specific circumstances.

Section 11.4. Washington State Paid Family and Medical Leave (PFML). Washington State maintains a statewide insurance program for employees to receive partially paid leave to care for themselves or for family members in qualifying circumstances. The PFML program is administered by the Washington State Employment Security Department and not by the City of Kennewick. The program is funded through premiums shared by employers and by employees. The City will be responsible for the employer portion of the premiums and employees will be responsible for the employee portion of the premiums, which the City will manage and remit through payroll deductions.

When an employee is approved for PFML, the City will place the employee into leave without pay status. The employee will not earn any compensation from the City and the employee will be unable to use supplemental PTO. The employee will not accrue PTO and will not be eligible for other City benefits, including deferred compensation, holiday pay, uniform allowance, etc., during PFML. However, the employee will remain eligible for health insurance benefits and will continue to pay only the employee share of the health insurance premiums during PFML. The employee will typically not earn service credit through the Washington State Department of Retirement Systems (DRS) during PFML but should consult the Human Resources Division or DRS for more information.

Section 11.5. Documentation. If an absence extends beyond three (3) working days in duration or if a pattern of sick leave usage exists, the City may require the employee to submit medical documentation from a health care provider stating the nature of the illness or injury; that the employee has been unavailable for work for the duration of the absence; and that the employee is released to perform his or her regular job duties.

## **ARTICLE 12 – INSURANCE COVERAGE**

12.1. Employees shall have a choice between the Asuris HealthFirst \$250 Deductible plan or the Group Health \$200 deductible plan. The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time.

12.2. The City shall provide life insurance for employees in the amount of fifty thousand dollars (\$50,000) and for dependents in the amount of one thousand dollars (\$1,000) and shall pay the entire premium for this coverage.

12.3. Employees who elect coverage under the medical plan provided by the City agree to pay ten percent (10%) of the cost of the selected health insurance plan.

12.4. The City agrees that there shall be no decrease in medical benefits for the life of this Agreement unless the Guild agrees to those changes.

12.5. The City will provide an employee assistance plan (EAP) which it can unilaterally modify or discontinue, or change providers at any time.

12.6. The City shall pay the full premium of a long-term disability (LTD) insurance program.

12.8. The City shall establish a Voluntary Employee Beneficiary Association ("VEBA") trust in the interest of the Employees to fund eligible medical expenses as permitted under federal tax law. The VEBA shall be exclusively funded by the Employees, and the Employees authorize the City shall make ongoing pre-tax deductions to the VEBA at a fixed rate to be determined by the Employees. The Guild shall have the right to increase, decrease or stop contributions after serving appropriate written notice upon the City. The City shall not incur any additional fees or costs in the creation or administration of the VEBA.

### **ARTICLE 13 – LEAVES OF ABSENCE**

Section 13.1. Leave of Absence. The City Manager may authorize unpaid leaves of absence of up to a maximum duration of one (1) year, except in the case of a leave necessitated by involuntary conscription or recall to duty in the Armed Forces of the United States, in which case the leave may extend to cover the full period of conscription or recall. Upon expiration of such approved leave, the employee shall be reinstated in the classification held at the time leave was granted. Failure on the part of the employee to report for duty promptly at the expiration of such leave shall be regarded as voluntary resignation.

Section 13.2. Death in Immediate Family. Paid leave shall be granted by the Police Chief. An employee may be allowed to use paid leave to a maximum of thirty-two (32) hours for each death in the immediate family. All time off for such a death in excess of four (4) days per event shall be charge to PTO. If extenuating circumstances necessitate a longer period of leave, an extension may be granted upon prior approval of the Police Chief or designee. Immediate family includes the employee's father, mother, father-in-law, mother-in-law, spouse, brother, sister, children, grandchildren, registered State domestic partner or any individual residing in the employee's household at the time of death.

An employee may be allowed to use paid leave to a maximum of twenty four (24) hours for each death of a grandparent.

Section 13.3. Personal Doctor and Dentist Appointments. Employees will be permitted time off work to attend bona fide personal doctor and dentist appointments that require up to two (2) hours of absence from work during scheduled working hours, up to a maximum of ten (10) hours per calendar year, and such time shall not be counted against employees' accumulated PTO. If the personal doctor or dentist appointment keeps the employee away from work for more than two hours, all the time away from work for that appointment will be charged to PTO. Prior to authorizing time off for personal doctor or dentist appointments, the supervisor may request the time of the appointment and the name of the treating doctor. If the City finds it necessary to request any additional medical information, such request will come from the Human Resources

Division and all personal health information will be treated as confidential. Where possible, employees will schedule these appointments so they do not conflict with scheduled duty hours.

Section 13.4. Leave Without Pay. No leave without pay shall be granted an employee until the employee has exhausted all PTO, compensatory time, and floating holidays. Such leave will not be granted for the purpose of the employee's gaining any personal advantage or profit.

Section 13.5. Lay-off for Lack of Work. Any full-time employee, when laid off for lack of work or of funds, shall be given at least ten (10) working days notice in advance.

Section 13.6. Job Abandonment.

Voluntary Quit. Without an explanation that is acceptable to the City, an employee is considered to have voluntarily quit and resigned under the following circumstances:

- Unauthorized Absence. An absence of one (1) or more consecutive days without notice to the City.
- Following Leave. Failure to return within one (1) day from an approved leave of absence with the City.

Section 13.7. Retention. The City's intent is to keep trained, qualified, and experienced people actively employed when injured and incapacitated from work provided reasonable accommodation can be made in accordance with applicable ADA requirements. Each case will be evaluated on an individual basis by the City Manager at the recommendation of the Police Chief.

Section 13.8. Jury Duty. Any employee who is called for jury duty will be paid during his/her absence. The City will deduct an amount equal to jury fees, exclusive of mileage, actually received for jury duty or witness service from the employee's paycheck. Employees receiving a summons for jury duty should notify their supervisor immediately so that coverage can be arranged. If an employee's absence during that particular period of time causes a significant hardship, the employee may be requested to seek a postponement of jury duty. Employees released from jury duty on a given day with more than two hours left in their shift are required to call in to determine whether they should report to work.

Section 13.9. Court Time. Employees subpoenaed to testify in connection with their employment with the City, or in connection with their work for a former employer, shall receive their normal compensation without any reduction of PTO or other paid leave. Any witness fees received by the employee must be reimbursed to the City, or a payroll deduction must be approved by the employee. Employees needing time off to appear in court on any other matter must use accrued PTO.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

Section 14.1. Dispute Resolution. A "grievance" means a formal, written claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement. Such disputes shall be resolved as follows:

Step 1 - An employee must present a written grievance within ten (10) business days of its alleged occurrence to the employee's supervisor who shall attempt to resolve it within ten (10) business days after it is presented to him/her.

Step 2 - If the Guild is not satisfied with the resolution by the immediate supervisor, the Guild may present the written grievance, along with all pertinent materials, to the Police Chief within ten (10) business days of receiving the supervisor's response. The Police Chief shall attempt to resolve the grievance within ten (10) business days after it has been presented to him/her.

Step 3 - If the Guild is not satisfied with the resolution by the Police Chief, the Guild may present the written grievance, along with all pertinent materials, to the City Manager within ten (10) business days of receiving the Police Chief's response. The City Manager shall attempt to resolve the grievance within ten (10) business days after it has been presented to him or her.

Step 4 - If the Guild is not satisfied with the resolution by the City Manager, the Guild may refer the grievance to arbitration within fifteen (15) business days of receiving the City Manager's response.

Section 14.2. Arbitrator Selection. The parties shall attempt to agree upon an arbitrator within five (5) business days after the grievance is referred to arbitration. In the event the parties are unable to agree on an arbitrator within the five (5) day period, the parties shall immediately request the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or Public Employment Relations Commission (PERC), as agreed upon by the two parties, to submit a panel of at least five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted. Both the City and the Guild shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party will then strike a name, alternating until only one name is left. The person remaining shall be the Arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Guild and City requesting that a time and place be set for the arbitration subject to the availability of the Guild and City representatives. All arbitration hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise. Depending on the nature of the grievance, the parties may mutually agree to present the issue(s) to the arbitrator via written submissions only.

Section 14.3. Arbitrator Authority. The arbitrator shall render his/her award based on the interpretation and application of the provisions of Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction.

Neither the arbitrator nor any other persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

Section 14.4. Arbitration Costs. The fees and expenses of the Arbitration shall be borne equally by the Guild and the City. Each party will be responsible for compensating its own representatives and witnesses and purchasing its own copy of the transcript.

Section 14.5. Time Limits. Both parties shall make every effort to resolve grievances promptly, within time limits outlined in this grievance procedure. However, with the mutual written consent of both parties, the time limits may be extended at any step. Business days include Mondays through Fridays, excluding the ten (10) defined holidays in Article 9. Business days will be counted excluding the first day and including the last day of the relevant period.

If at any step of the grievance procedure the employer fails to issue a response within the time limits set forth in this Article (without getting a written extension of time limit), the grievance shall be considered denied and the Guild may elect to advance to the next step of the grievance

procedure. If the Guild fails to advance the grievance within the time limits (without getting written extension) specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

Section 14.6. Form and Service of Grievances and Grievance Responses. Grievances and any grievance responses will be in writing and will be served via email. The date and time of service shall be the date and time the email is sent. In the event that an email is rejected or blocked due to file size or other restrictions, the sender will immediately advise the other party by sending a second email (without attachments) and by contacting the intended recipient via telephone and leaving a voice message if needed. The sender will make arrangements to deliver the grievance or grievance response to the recipient within 24 hours.

## **ARTICLE 15 – MANAGEMENT GRIEVANCE/ARBITRATION**

In recognition of the mutual obligation of the parties to this Agreement to abide by its terms and conditions, the City may file a grievance for violation of or improper application of this Agreement by any employee or the Guild. Such grievance may be appealed to arbitration at the option of the City. Consistent with Article 14, the City will be subject to the same process and timelines set forth for the Guild, and the Guild will be subject to the same process and timelines set forth for the City.

## **ARTICLE 16 – GUILD BUSINESS**

The City recognizes the Guild's right to conduct Guild business on duty time and the Guild's right to reasonable access to the City facilities to conduct Guild business so long as such business or activities do not unreasonably interfere with the activities of the Department, as determined by the Police Chief. The Guild will provide the supervisor with at least twenty four (24) hours of notice prior to any Guild meetings and other routine Guild activities if employees are expected to participate on duty. When a Guild representative meets with a Guild member in preparation for or during an investigatory or disciplinary meeting initiated by the City, the Guild will provide as much notice as is reasonably possible under the circumstances.

The City agrees to allow two (2) employees representing the Guild to be granted leave without loss of pay for continuity to attend collective bargaining sessions and/or labor/management meetings between the City and the Guild.

Employees shall be entitled to exercise their right to Guild representation at meetings where the employee reasonably believes disciplinary action could result. However, the employee's request for Guild representation shall not unduly delay any investigatory interviews conducted by the Department. If the employee is unable to arrange the presence of a Guild representative within one working day from the scheduled beginning of the meeting, the City may proceed without the Guild's representative present. The City shall notify employees as soon as possible if the employee is to be the subject of a meeting or interview from which the City reasonably believes disciplinary action could result.

## **ARTICLE 17 – PERSONNEL FILE**

Section 17.1. Personnel Record. The City Human Resources Division shall maintain a central personnel file for each employee in the Bargaining Unit. This record will be the official record of the City and will contain a history of employment records, change of status forms, letters of commendation, all personnel actions, and such other pertinent information regarding employee

performance (excluding supervisory notes and other documents compiled under 17.5 below) which either have in the past or may in the future form the basis of disciplinary action or commendation.

Section 17.2. Inspection of Records. After giving reasonable notice, the employee may inspect the contents of the employee's official personnel record. An employee's official representative, with the permission of the employee, may inspect the personnel file.

Section 17.3. Critical Entries. No document reflecting critically upon the employee shall be placed in the employee's personnel file that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material. Employees are requested to sign all disciplinary actions presented to them by the Police Chief or his designee or initialed by a witness in the case of the employees refusal to sign. Such signature shall indicate acknowledgement of receipt of the disciplinary action and shall in no way constitute an admission of the truthfulness or accuracy of the document's contents.

Section 17.4. Rebuttal Material. If the employee believes there is material in the employee's personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as part of the employee's personnel record. Employees shall also have the right to petition for the removal of any document contained in the personnel file for at least one (1) year. The removal decision shall be made by the PoliceChief at his/her discretion, however such request shall not be unreasonably denied. Documents removed from an employee's personnel file remain subject to record retention requirements but they City will not use such documents for employment or disciplinary purposes once removed.

Section 17.5. Disclaimer. This Article is not intended to limit the maintenance of supervisor notes and other pertinent Department records. However, the parties recognize that as a general policy, disciplinary actions should be based only upon documents bearing the initials or signature of the employee, or a witness in the case of a refusal to sign.

## **ARTICLE 18 – DISCIPLINE AND DISCHARGE**

Section 18.1. Discipline. Disciplinary actions or measures may include the following: written reprimand; suspension with or without pay, or in lieu thereof and with the consent of the employee, loss of paid leave; demotion; discharge; or any combination thereof.

1. Disciplinary actions such as written reprimands are usually the first steps taken in constructive and progressive discipline. As a general rule, such disciplinary actions are to be taken for infractions of a minor nature.
2. Disciplinary actions such as suspension with or without pay, loss of paid leave, demotion, and discharge will be used for more serious offenses or when previous disciplinary actions have not corrected unacceptable patterns of performance or conduct.
3. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, and only for just cause.
4. The employer agrees that the disapproval of leave requests will not be used as disciplinary measures.

5. If the City has reason to reprimand an employee, it shall be done in private or in a manner that is least likely to embarrass the employee before other employees or the public.

## **ARTICLE 19 – PROBATION**

**Section 19.1. New Hire Probation.** Every new employee hired into the Department shall serve a probationary period of twelve (12) months. The Guild recognizes the right of the City to discipline or discharge probationary employees for any reason with or without cause, and such discipline or discharge shall not constitute a violation of this Agreement. Upon completion of twelve (12) months probation, employees shall be evaluated with one of the following recommendations:

- a. Terms of probation and training met, employee shall become a “regular” full-time employee.
- b. Employee has performed satisfactorily, but areas still need improvement so the Division Commander or his/her designee extends the probationary period for a specified amount of time not to exceed ninety (90) working days. At the completion of the extended probationary period the employee becomes a “regular” full-time employee or is disqualified and released from employment.
- c. Did not meet the terms of probation and training. Employee is disqualified from employment and released.

At anytime during a new hire’s training and probationary period they may disqualified from the training process with or without cause as defined in Kennewick City Policy 2-12-080.

## **ARTICLE 20 – LAYOFF AND RECALL**

**Section 20.1. Layoff.** The City will layoff and recall employees in accordance with specialized skills until cross-training has been completed. When all employees within the bargaining unit have been cross-trained in all functions and can perform all required PSS tasks, the City will layoff in inverse order of seniority if documented performance levels are equal.

**Section 20.2. Recall.** Employees shall be called back from layoff according to seniority if equally cross-trained. No new employees shall be hired until all employees on layoff status have had an opportunity to return to work. An employee shall be considered on layoff status for a period of twenty four (24) months.

**Section 20.3. Recall Notice.** The City shall notify laid off employees, by certified mail to the employee’s last known address, of any department job opening(s) for which the employee is qualified to fill. Upon notification, employee must accept or reject the open position by certified mail within fifteen (15) calendar days of receipt of job notice, regardless of who signed for the certified job notice, and report to work within fifteen (15) calendar days after giving notification to the City. Failure to do so will result in forfeiture of all recall rights.

## **ARTICLE 21 – SENIORITY**

**Section 21.1. Seniority Defined.** Seniority shall be defined as the length of unbroken service by an employee within the bargaining unit or predecessor following his/her most recent date of hire or rehire. After hire, all time spent on military leaves of absence (except as limited by law) and authorized leaves with pay shall be included in length of service. Leaves without pay shall be included in length of service except that leaves without pay in excess of ninety (90) calendar days shall not apply to seniority. Ties in seniority shall be broken by lot.

Section 21.2. Seniority List. The City will provide the Guild with copies of a seniority list on July 1 of each year.

Section 21.3. Loss of Seniority. An employee shall lose all seniority in the event of voluntary quitting or discharge for cause.

Section 21.4. A bargaining unit employee, as defined in Article 1, who accepts a position with the City outside the bargaining unit shall cease to accrue seniority within the bargaining unit. An employee may elect to return to the bargaining unit with their previously accrued seniority earned in the Kennewick Police Department Police Support Specialists Guild or predecessor, provided that a vacant position exists and that he or she returns within twelve (12) months. After twelve (12) months, seniority is extinguished.

## **ARTICLE 22 – OUTSIDE EMPLOYMENT**

The members of the Guild agree that their first line of employment is with the City of Kennewick Police Department and they shall give it first consideration. Outside employment shall in no way detract from the efficiency of the employee and his/her work, or in no way be a discredit to the City employment, or in no way take preference over extra duty required by City employment. Any off duty employment must be approved by the Police Chief as provided in Departmental Regulations, however off duty employment requests shall not be unreasonably denied.

Employees wishing to pursue outside employment opportunities will complete a request for approval and submit it to the Police Chief. The Police Chief shall review the request within seven (7) working days and respond with a request for additional information, approval, or denial. The employee must submit any additional information requested in a timely manner. The Police Chief shall then have an additional seven (7) working days to approve or deny the request.

## **ARTICLE 23 – EMPLOYEE RIGHTS / NON-DISCRIMINATION**

Section 23.1. Employee Rights. The parties agree that employees have the right to form, join, or participate in the activities of an employee organization of their choosing for the purpose of representation on matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Guild or its members because of the exercise of these rights.

Section 23.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all members in the bargaining unit without discrimination as to age, marital status, sex, physical handicap, race, color, creed, religion, national origin, union affiliation or political affiliation.

## **ARTICLE 24 – GUILD MEMBERSHIP / DUES CHECK OFF**

Section 24.1. Guild Membership. All full time and part time regular employees of the City coming within the classifications covered by this Agreement may join the Guild as it's bargaining agent in accordance with its rules. Nothing contained in this Section shall be construed to apply to part-time employees or temporary employees with less than nine (9) months continuous employment.

24.2. Guild Dues Deductions / Indemnification. The City will deduct membership dues and initiation fee, if any, and pay to the Guild (or it's designee) from the wages of all employees who, in writing, have authorized the City to do so. The City will submit a monthly accounting of such deduction, giving the amount deducted opposite the employee's name, as long as such

assignment is not revoked or beyond the termination of this Agreement, whichever first occurs. Enclosed with the monthly dues the city will provide names and addresses of any new hires. The Guild agrees to indemnify and hold the City harmless against any claims, suits, order or judgements brought and issued against the City as a result of any action taken or not taken by the City on account of a payroll deduction of Guild Dues.

24.3. Guild Bulletin Board. The City shall furnish bulletin board space for the use of the Guild for posting Guild announcements and data. The City shall have no responsibility for the contents of material posted on the bulletin board.

**ARTICLE 25 – SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

**ARTICLE 26 – CLOTHING ALLOWANCE.**

Section 26.1. Clothing allowance. For uniform maintenance the employee shall receive five hundred and fifty dollars (\$550.00) per year. For the purpose of this provision, the year shall be a rolling 12-month period between December 1 through November 30 of the following calendar year. Employees will receive the allowance payment on a separate check, on the second claims run of January of each year. Such payments will be subject to IRS regulations including federal income tax withholding on items identified by the IRS as taxable income (belts, shoes, etc.).

Uniforms shall be purchased and replaced by the City of Kennewick utilizing a quartermaster system. Police Support Specialist uniform to be purchased shall be the following:

<u>Identification</u>	<u>Quantity</u>
Badge	1 metal
Name Tag	1 engraved nametag
Photo ID	1 KPD photo ID
<u>Uniform Item</u>	<u>Quantity</u>
Short Sleeve Shirts	5
Long Sleeve Shirt	5 (only if employee wears traditional uniform)
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
Winter Coat	1 (applicable to new hires)
Patches	Provided as needed

Employees shall be responsible for maintaining their receipts for the purchase and maintenance of their uniforms, and shall submit all receipts to the IUOE PSS designee by December 1 of each year. The unit shall sort the receipts by member, and submit an accounting of the purchase and maintenance, for each member, to the Kennewick Police Department designee by December 10 of each year. Members who do not provide

receipts for the uniform purchase and maintenance totaling five hundred and fifty dollars (\$550.00) shall have the difference deducted from their December 20 payroll check.

All employees shall maintain a presentable appearance while on duty.

## **ARTICLE 27 – LABOR / MANAGEMENT COMMITTEE**

27.1. Purpose of the Committee. The parties agree that it has been, and will continue to be, in their best interests to promote and encourage areas of understanding and cooperation in labor/management relations; promote efficiency and responsibility in the performance of work; to promote procedures and methods to promptly and fairly resolve any differences, misunderstandings, and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the City and employees for the benefit of all.

This section creates an open communication procedure for the purpose of mutual problem-solving, planning, and initiating discussions regarding matters of general concern to Kennewick Police Department and bargaining unit employees in order to avoid the use of grievances. However, the parties agree that this committee will not consider grievances that are already pending. The work of this committee will not add to, subtract from, alter, or amend the written terms of this collective bargaining agreement except as may be adopted through a formal memorandum of understanding signed by the City Manager and the Guild President.

27.2. Committee Composition. The Labor/Management committee shall be composed of representatives of the City and of the Guild. Two employees shall be allowed to attend Labor/Management meetings and the parties may agree that additional employees may attend as needed for particular topics. The employees will be compensated for their attendance at the meeting by the City as regular or overtime as required elsewhere in this agreement, including any call back pay. However, the meetings may be scheduled to eliminate or reduce overtime and call back pay as appropriate.

The City or the Guild may invite the Guild's attorney or other representative for the purpose of assisting with information exchange and problem solving, as well as discussing, drafting, or reviewing potential agreements. However, the parties understand and agree that these meetings are intended to be informal meetings between the City and the Guild to discuss matters of mutual concern and the attorney or other representative will not typically be expected to be present.

27.3. Meeting Format and Procedures. Either the City or the Guild may request a committee meeting to address subjects relating to the Kennewick Police Department and bargaining unit employees. Meeting requests should be directed to the City's Human Resources Director (or designee) or to the Guild President (or designee). Either party may decline to meet during the final four months of this agreement or once bargaining for a successor agreement commences, whichever is earlier.

The Labor/Management committee shall develop a mutually agreeable format and practices for the committee. The parties will schedule an initial meeting to develop format and practices within forty five (45) days after ratification of this agreement.

**ARTICLE 28 – ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or Ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 29 – DURATION OF AGREEMENT**

This Agreement shall become effective upon formal action by both the Guild and the City Council, and shall remain in effect through December 31, 2024. To amend this contract, either party shall notify the other prior to October 1, 2024 of its desire to terminate or amend the same.

**SIGNATURE PAGE**

DATED AT KENNEWICK, WASHINGTON, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Attorney for Guild

\_\_\_\_\_  
Attest: City Clerk

**APPENDIX A**

**SALARY SCHEDULE**

**Upon Execution**

**through 12/31/2021**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Support Specialist:	\$3,649	\$4,016	\$4,383	\$4,754	\$5,146	\$5,406

**January 1, 2022**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Police Support Specialist:	\$3,722	\$4,096	\$4,471	\$4,849	\$5,249	\$5,514

**January 1, 2023**

- If the CPI-W, All-Cities average falls between 2.0% and 4.0% for the 24 months from July 2020 through July 2022, the City will provide a 2% salary increase on January 1, 2023.
- If the CPI-W, All-Cities average falls lower than 2.0% or higher than 4.0%, the parties will reopen negotiations with respect to 2023 wages only.

**January 1, 2024:**

- If the CPI-W, All-Cities average falls between 2.0% and 4.0% for the 24 months from July 2021 through July 2023, the City will provide a 2% salary increase on January 1, 2024.
- If the CPI-W, All-Cities average falls lower than 2.0% or higher than 4.0%, the parties will reopen negotiations with respect to 2024 wages only.

**SHIFT DIFFERENTIALS**

Employees that work swing shift shall receive an additional seventy-five cents (0.75¢) per hour for all hours worked. Employees that work graveyard shift shall receive an additional one dollar (\$1.00) per hour for all hours worked.

**LEAD POLICE SUPPORT SPECIALIST PAY**

At the discretion of the Division Commander, the City may appoint a Lead Police Support Specialist who will be responsible for the duties identified in Appendix B. Lead PSS pay is 13% above the top step.

**DEFERRED COMPENSATION**

The City will contribute an amount equal to five percent (5%) of employees' salary toward deferred compensation. The City contribution match does not require employee participation.

## **ONE-TIME PERFORMANCE INCENTIVE**

Employees will receive a one-time performance incentive equal to 1.3% of their base salary for each month of employment from January 1, 2021 through execution of this contract. This performance incentive will not set a precedent for performance incentives in this or any other bargaining units.

## **APPENDIX B**

### **LEAD POLICE SUPPORT SPECIALIST**

The Lead PSS will help to ensure that the Records Unit operates in a manner consistent with all City and Department policies and procedures, and will promptly notify the Police Records Supervisor of any issues or concerns. The Lead PSS will perform routine PSS activities and will coordinate and oversee the ongoing activities of other PSS employees.

On a daily basis, the Lead PSS will reconcile all KPD arrests and will review all KPD reports and supplements prior to their submission to NIBRS.

On a weekly, monthly, or as needed basis, the Lead PSS will order office supplies; reconcile CPLs with Firearms Online; merge name and vehicle verifications in iLeads/Tyler; update case dispositions for WSP disposition audits; attend monthly Bi-Pin meetings; assist with Prosecutor or City Attorney requests that are beyond the normal scope of requests; assist in creating and reviewing new SOPs; set up new employees in various databases and maintain employee profiles within ileads/Tyler; and maintain open communication with other Tri-City records personnel and supervisors to work through issues that affect the multi-agency Records Management System.

The Lead PSS will conduct, oversee, and/or validate training of all new PSS employees. The Lead PSS will assist in evaluating employee performance and making recommendations for personnel actions when requested.

The Lead PSS will handle various other duties relating to the administration of police records, often performing or overseeing work on larger Records Unit projects.

## **APPENDIX C**

### **2021 WORK SCHEDULE**

Consistent with Sections 4.2 and 4.3, the standard work day will consist of five (5) eight (8) consecutive hours of work during each seven (7) day work week. This applies to all employees on all shifts.

For 2021, the City and the Guild agree on an alternate work schedule for swing and graveyard shifts, and the alternate work day will consist of four (4) ten (10) consecutive hours of work during each seven (7) day work week. Employees on swing and graveyard shifts will revert to the standard work day effective January 1, 2022 unless the City and the Guild agree in writing to an alternate work schedule.

For 2021, the alternate work schedule shall be bid immediately following execution of this agreement. and will last through December 31, 2021. The shift assignments/days off to be bid will be as follows:

Day Shifts (0800 hours through 1700 hours):

1. Sunday through Thursday; off Friday and Saturday
2. Monday through Friday; off Saturday and Sunday
3. Monday through Friday; off Saturday and Sunday
4. Tuesday through Saturday; off Sunday and Monday
5. Wednesday through Sunday; off Monday and Tuesday

Swing Shifts:

6. Saturday through Tuesday; off Wednesday through Friday
7. Wednesday through Saturday; off Sunday through Tuesday

Graveyard Shifts:

8. Saturday through Tuesday; off Wednesday through Friday
9. Wednesday through Saturday; off Sunday through Tuesday

# Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	11/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	Amendment to WSDOT Agreement RE: US395/RL		
Ordinance/Reso #		Contract #	
Project #	P-1402	Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

Authorize the City Manager to sign Amendment No. 1 to Agreement GCB 3138, for the US395/Ridgeline interchange project.

### Motion for Consideration

I move to authorize the City Manager to sign Amendment No. 1 to Agreement GCB 3138, for the US395/Ridgeline interchange project.

### Summary

Agreement GCB 3138 was approved by the City Council on 8-18-20, to administer the construction phase of the US395/Ridgeline interchange project with the Washington State Department of Transportation (WSDOT).

This Amendment No. 1 to the agreement addresses two items:

1. To serve a greater area for future development by gravity sewer, the City increased the sewer size and depth for our dry line sewer on the project, increasing authorized costs to \$398,377.00 which is funded by the City's Water/Sewer fund.
2. The City has an agreement with the Engineer of Record for the project, David Evans & Associates, to assist with the construction phase. These costs are pass-through costs to the project, reimbursable back to the City by WSDOT with Connecting Washington funds. This Amendment authorizes these pass-through costs up to \$150,000.00.

### Alternatives

None recommended.

### Fiscal Impact

Increased sewer costs are paid by the City Water/Sewer fund.

Engineer of Record costs will be paid fully by Connecting Washington project funds through WSDOT.

Through	Bruce Mills Oct 19, 13:56:01 GMT-0700 2021
Dept Head Approval	Cary Roe Oct 20, 10:28:55 GMT-0700 2021
City Mgr Approval	Marie Mosley Oct 28, 19:53:36 GMT-0700 2021

Attachments:

Recording Required?

**Agreement GCB 3138, Amendment No. 1  
Between  
Washington State Department of Transportation  
and the City of Kennewick**

This Amendment No. 1 is between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Kennewick, a municipal corporation located at 210 W. 6<sup>th</sup> Ave, Kennewick, Washington hereinafter called the "Local Agency" collectively referred to as "Parties" and individually, the "Party."

WHEREAS, the Parties entered into Agreement GCB 3138 on September 8, 2020, and

WHEREAS, at the time that the GCB 3138 was setup in the financial system, the cost estimate "Exhibit B, sheet 1 of 5" did not account for the consultant engineer of record costs of \$150,000.00 which should have been included in accordance with Section 3.6, and

WHEREAS, the Parties desire to amend Agreement GCB 3138 to account for the One Hundred and Fifty Thousand dollars (\$150,000.00) in consultant engineer of record costs that are payable to the Local Agency and part of the construction engineer costs, and

WHEREAS, the Parties desire to amend Agreement GCB 3138 to account for the change in cost from One Hundred and Eleven Thousand, Six Hundred Fifty One dollars, (\$111,651.00) to Three Hundred Ninety Eight Thousand, Three Hundred Seventy Seven dollars, (\$398,377.00) for the revised 10 inch dry sewer line to a 15 inch dry sewer line as shown on Exhibit B, sheet 1 of 5, Item No. 0002,

NOW THEREFORE, by virtue of RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below and in consideration of terms, conditions, covenants, and performances contained herein, and Exhibit B-1 which is attached and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Exhibit B is hereby replaced in its entirety with Exhibit B-1. All references to Exhibit B are replaced with Exhibit B-1.

All other terms and conditions of the Agreement shall remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date last signed below.

<b>CITY OF KENNEWICK</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Printed: Marie E. Mosley	Printed:
Title: City Manager	Title:
Date:	Date:

**Agreement GCB 3138**  
**Ridgeline Drive Intersection Improvements Exhibit**  
**"B-1" Project Cost Responsibility Summary**

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**TOTAL AGREEMENT AMOUNT REIMBURSABLE TO WSDOT**

ITEM No.	ITEM	AMOUNT
0001	City owned - Zone 4 Water Line - extension of 12 in. water line	\$362,951
0002	City owned - 15 in. Dry Sewer Line	\$398,377
0003	Construction Costs that exceed \$15,094,259 (Combination of \$13,150,000 WSDOT Connecting Washington Funds plus the \$1,944,259 in NHFP Local Agency Funds transferred to WSDOT) Shall be in accordance with Recital 6 of this Agreement	\$1,834,303
<b>Total</b>		<b>\$2,595,631</b>

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**TOTAL AGREEMENT AMOUNT PAYABLE TO LOCAL AGENCY**

ITEM No.	ITEM	AMOUNT
0001	Right of Way Acquisition - Reimbursable to Local Agency	\$1,850,000
0002	Kennewick Irrigation District Mitigation - Reimbursable to Local Agency	\$20,000
0003	Consultant Engineer of Record Costs	\$150,000
<b>Total</b>		<b>\$2,020,000</b>

**Agreement GCB 3138  
Ridgeline Drive Intersection Improvements  
Exhibit "B-1" Cost Estimate (Right of Way Acquisition)**

<b>ITEM NO.</b>	<b>ITEM</b>	<b>AMOUNT</b>
0001	Connecting Washington funds reimbursed to Local Agency for right of way acquisition, acquiring access rights, and providing 100% completed right of way plans and deeds.	\$1,850,000
0002	Estimated Local Agency RW funds	\$2,679,000
	<b>Right Of Way Funds</b>	<b>\$4,529,000</b>
	<b>AGREEMENT TOTAL ALLOWED FOR RIGHT OF WAY</b>	<b>\$1,850,000</b>

US 395/Rigeline Drive - Construct Interchange

Ad-Ready Cost Estimate

July 21, 2020



ITEM NO.	TOTAL QUANTITY	STD. ITEM NO.	UNIT	UNIT PRICE	AMOUNT	ITEM
<b>PREPARATION</b>						
1	LUMP SUM	0001	L.S.		\$ 955,632.00	MOBILIZATION
2	27.89	0025	ACRE	2,000.00	\$ 55,780.00	CLEARING AND GRUBBING
3	LUMP SUM	0050	L.S.		\$ 53,225.00	REMOVAL OF STRUCTURES AND OBSTRUCTIONS
4	EST.	0258	EST.		\$ 4,000.00	REMOVING SIGN STRUCTURE SHAFT OBSTRUCTIONS
5	8156.00	0187	L.F.	1.50	\$ 12,234.00	REMOVING PAINT LINE
<b>GRADING</b>						
6	337911.00	0310	C.Y.	5.25	\$ 1,774,032.75	ROADWAY EXCAVATION INCL. HAUL
7	4050.00	0409	C.Y.	15.00	\$ 60,750.00	SELECT BORROW INCL. HAUL
8	51953.00	0470	C.Y.	2.00	\$ 103,906.00	EMBANKMENT COMPACTION
<b>DRAINAGE</b>						
9	178.00	1074	C.Y.	80.00	\$ 14,240.00	LIGHT LOOSE RIPRAP
10	632.00	1160	L.F.	20.00	\$ 12,640.00	UNDERDRAIN PIPE 6 IN. DIAM.
11	125.00	1180	L.F.	70.00	\$ 8,750.00	SCHEDULE A CULV. PIPE 12 IN. DIAM.
12	462.00	1182	L.F.	85.00	\$ 39,270.00	SCHEDULE A CULV. PIPE 18 IN. DIAM.
<b>STORM SEWER</b>						
13	1.00	3090	EACH	1,800.00	\$ 1,800.00	CATCH BASIN TYPE 1L
14	21.00	3091	EACH	1,800.00	\$ 37,800.00	CATCH BASIN TYPE 1
15	11.00	3105	EACH	3,700.00	\$ 40,700.00	CATCH BASIN TYPE 2, 48 IN. DIAM.
16	2870.00	3151	L.F.	1.00	\$ 2,870.00	TESTING STORM SEWER PIPE
17	679.00	3394	L.F.	38.00	\$ 25,802.00	PLAIN CONC. STORM SEWER PIPE 12 IN. DIAM.
18	240.00	3396	L.F.	70.00	\$ 16,800.00	PLAIN CONC. STORM SEWER PIPE 18 IN. DIAM.
19	1365.00	3577	L.F.	38.00	\$ 51,870.00	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.
20	442.00	3579	L.F.	60.00	\$ 26,520.00	SOLID WALL PVC STORM SEWER PIPE 18 IN. DIAM.
21	2.00		EACH	8,000.00	\$ 16,000.00	POND OUTFLOW STRUCTURE
22	144.00		L.F.	25.00	\$ 3,600.00	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM.
<b>SANITARY SEWER</b>						
23	753.00	3152	L.F.	3.00	\$ 2,259.00	TESTING SEWER PIPE
24	753.00	3768	L.F.	63.00	\$ 47,439.00	PVC SANITARY SEWER PIPE 10 IN. DIAM.
<b>WATER LINES</b>						
25	1.00	6160	EACH	3,500.00	\$ 3,500.00	GATE VALVE 8 IN.
26	1.00	6162	EACH	4,000.00	\$ 4,000.00	GATE VALVE 10 IN.
27	3.00	3820	EACH	4,500.00	\$ 13,500.00	BUTTERFLY VALVE 12 IN.
28	5.00	3822	EACH	5,000.00	\$ 25,000.00	BUTTERFLY VALVE 16 IN.
29	2.00	3837	EACH	5,000.00	\$ 10,000.00	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.
30	3.00	3846	EACH	7,000.00	\$ 21,000.00	HYDRANT ASSEMBLY
31	1.00	3850	EACH	5,000.00	\$ 5,000.00	MOVING EXISTING HYDRANTS
32	1.00	3852	EACH	5,000.00	\$ 5,000.00	RECONNECTING EXISTING HYDRANTS
33	79.00	3866	L.F.	80.00	\$ 6,320.00	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.
34	84.00	3867	L.F.	90.00	\$ 7,560.00	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.
35	10.00	3868	L.F.	150.00	\$ 1,500.00	DUCTILE IRON PIPE FOR WATER MAIN 10 IN. DIAM.
36	1521.00	3869	L.F.	110.00	\$ 167,310.00	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIAM.
37	3307.00	3871	L.F.	125.00	\$ 413,375.00	DUCTILE IRON PIPE FOR WATER MAIN 16 IN. DIAM.
38	200.00		L.F.	125.00	\$ 25,000.00	PVC PIPE FOR WATER MAIN 16 IN. DIAM.
39	LUMP SUM		L.S.		\$ 75,000.00	RIDGELINE DRIVE WATER BYPASS
40	220.00		L.F.	600.00	\$ 132,000.00	JACK AND BORE FOR 16 INCH DIAM. PIPE
41	127.00		L.F.	75.00	\$ 9,525.00	CASING FOR 12 INCH DIAM. PIPE
<b>STRUCTURE</b>						
42	8320.00	4006	C.Y.	20.00	\$ 166,400.00	STRUCTURE EXCAVATION CLASS A INCL. HAUL
43	LUMP SUM	4013	L.S.		\$ 150,000.00	SHORING OR EXTRA EXCAVATION CL. A
44	1630.00	4025	C.Y.	30.00	\$ 48,900.00	GRAVEL BACKFILL FOR WALL
45	108957.00	4149	L.B.	1.25	\$ 136,196.25	ST. REINF. BAR FOR BRIDGE
46	25680.00	4150	L.B.	1.25	\$ 32,100.00	ST. REINF. BAR FOR RETAINING WALL
47	730.00	4322	C.Y.	500.00	\$ 365,000.00	CONC. CLASS 4000 FOR BRIDGE
48	395.00	4139	C.Y.	550.00	\$ 217,250.00	CONC. CLASS 4000 FOR RETAINING WALL
49	1244.00	4269	L.F.	325.00	\$ 404,300.00	PRESTRESSED CONC. GIRDER - 24" VOIDED SLAB
50	LUMP SUM	4300	L.S.		\$ 227,000.00	SUPERSTRUCTURE - RIDGELINE DRIVE BRIDGE
51	208.00	4415	L.F.	175.00	\$ 36,400.00	TRAFFIC BARRIER
52	546.00	5656	S.Y.	350.00	\$ 191,100.00	BRIDGE APPROACH SLAB
53	33.00		CY	1,000.00	\$ 33,000.00	ADDITIONAL DECK CONCRETE
<b>SURFACING</b>						
54	34161.00	5100	TON	20.00	\$ 683,220.00	CRUSHED SURFACING BASE COURSE

CEMENT CONCRETE PAVEMENT							
55	125.00		C.Y.	400.00	\$	50,000.00	STAMPED CEMENT CONC. PAVEMENT FOR TRUCK APRON
56	490.00		S.Y.	50.00	\$	24,500.00	STAMPED CEMENT CONCRETE FOR SPLITTER ISLAND
SECTION 14: HOT MIX ASPHALT							
57	11750.00	5711	S.Y.	5.00	\$	58,750.00	PLANING BITUMINOUS PAVEMENT
58	26050.00	5767	TON	95.00	\$	2,474,750.00	HMA CL. 1/2 IN. PG 64-22
59	87097.00	5830	CALC		\$	74,242.00	JOB MIX COMPLIANCE PRICE ADJUSTMENT
60	58058.00	5835	CALC		\$	49,497.00	COMPACTION PRICE ADJUSTMENT
61	185684.00	5837	CALC		\$	161,370.00	ASPHALT COST PRICE ADJUSTMENT
SECTION 17: EROSION CONTROL AND ROADSIDE PLANTING							
62	LUMP SUM	6488	L.S.		\$	26,000.00	EROSION CONTROL AND WATER POLLUTION PREVENTION
63	19.96	6422	ACRE	2,500.00	\$	49,900.00	SEEDING AND MULCHING
64	12146.00	6392	S.Y.	2.00	\$	24,292.00	TOPSOIL TYPE B
65	17787.00	6455	S.Y.	5.00	\$	88,935.00	EROSION CONTROL BLANKET
66	12238.00	6635	L.F.	6.00	\$	73,428.00	HIGH VISIBILITY SILT FENCE
67	111.00		C.Y.	120.00	\$	13,320.00	PLANTER STRIP-ROUNDABOUT ROCK MULCH
68	3.68		ACRE	2,000.00	\$	7,360.00	EROSION CONTROL SEEDING AND MULCHING
SECTION 18: TRAFFIC							
69	5.00	6698	EACH	660.00	\$	3,300.00	ROUNDABOUT SPLITTER ISLAND NOSING CURB
70	2229.00	6699	L.F.	33.00	\$	73,557.00	ROUNDABOUT CEMENT CONCRETE CURB AND GUTTER
71	3602.00	6700	L.F.	38.00	\$	136,878.00	CEMENT CONC. TRAFFIC CURB AND GUTTER
72	176.00	6708	L.F.	75.00	\$	13,200.00	ROUNDABOUT CENTRAL ISLAND CEMENT CONCRETE CURB
73	308.00	6709	L.F.	40.00	\$	12,320.00	ROUNDABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER
74	2605.00	6757	L.F.	25.00	\$	65,125.00	BEAM GUARDRAIL TYPE 31
75	4.00	6760	EACH	3,800.00	\$	16,200.00	BEAM GUARDRAIL TRANSITION SECTION TYPE 21
76	4.00	6719	EACH	3,100.00	\$	12,400.00	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL
77	3.00	6766	EACH	1,300.00	\$	3,900.00	BEAM GUARDRAIL ANCHOR TYPE 10
78	1562.00	6763	L.F.	104.00	\$	162,448.00	SINGLE SLOPE CONCRETE BARRIER
79	2887.50	6781	L.F.	13.00	\$	37,537.50	TEMPORARY BARRIER
80	512.50	6784	L.F.	18.00	\$	9,225.00	REMOVING AND RESETTING EXISTING PERMANENT BARRIER
81	1.00	7442	EACH	26,000.00	\$	26,000.00	PERMANENT IMPACT ATTENUATOR
82	59988.51	6806	L.F.	0.25	\$	14,997.13	PAINT LINE
83	497.17	6807	L.F.	1.10	\$	548.89	PLASTIC LINE
84	6746.72	6827	L.F.	1.50	\$	10,120.08	PAINTED WIDE LANE LINE
85	2382.05	6828	L.F.	1.50	\$	3,573.08	PLASTIC WIDE LANE LINE
86	2280.00	6857	S.F.	8.00	\$	18,240.00	PLASTIC CROSSWALK LINE
87	274.02	6859	L.F.	14.00	\$	3,836.28	PLASTIC STOP LINE
88	29.00	6833	EACH	100.00	\$	2,900.00	PLASTIC TRAFFIC ARROW
89	4.00	6871	EACH	100.00	\$	400.00	PLASTIC TRAFFIC LETTER
90	11.00	6867	EACH	250.00	\$	2,750.00	PLASTIC BICYCLE LANE SYMBOL
91	7.00	6880	EACH	35.00	\$	245.00	PAINTED DRAINAGE ARROW
92	LUMP SUM	6890	L.S.		\$	46,532.00	PERMANENT SIGNING
93	13079.00	6986	L.F.	0.90	\$	11,771.10	TEMPORARY PAVEMENT MARKING-LONG DURATION
94	LUMP SUM	6897	L.S.		\$	180,000.00	SIGN BRIDGE NO. 1
95	LUMP SUM	6897	L.S.		\$	180,000.00	SIGN BRIDGE NO. 2
96	LUMP SUM	6898	L.S.		\$	80,000.00	CANTILEVER SIGN NO. 1
97	LUMP SUM	6898	L.S.		\$	80,000.00	CANTILEVER SIGN NO. 2
98	LUMP SUM	6904	L.S.		\$	635,000.00	ILLUMINATION SYSTEM
99	LUMP SUM	6912	L.S.		\$	440,000.00	TRAFFIC SIGNAL SYSTEM
100	759.00	6945	L.F.	26.00	\$	19,734.00	CONDUIT PIPE 2 IN. DIAM
101	LUMP SUM	6971	L.S.		\$	500,000.00	PROJECT TEMPORARY TRAFFIC CONTROL
102	3587.07	6847	L.F.	6.00	\$	21,522.42	PLASTIC WIDE DOTTED ENTRY LINE
SECTION 19: OTHER ITEMS							
103	LUMP SUM	6997	L.S.		\$	10,000.00	MIN BID REQ - TYPE B PROGRESS SCHEDULE
104	8368.00	7005	C.Y.	12.00	\$	100,418.00	STRUCTURE EXCAVATION CLASS B
105	40745.00	7007	S.F.	0.50	\$	20,372.50	SHORING OR EXTRA EXCAVATION TRENCH
106	600.00	7011	C.Y.	30.00	\$	18,000.00	GRAVEL BACKFILL FOR FOUNDATION CLASS A
107	1112.00	7017	C.Y.	20.00	\$	22,240.00	GRAVEL BACKFILL FOR PIPE ZONE BEDDING
108	35.00	7014	C.Y.	20.00	\$	700.00	GRAVEL BACKFILL FOR DRAIN
109	5000.00	7018	Mgal	2.00	\$	10,000.00	WATER
110	LUMP SUM	7037	L.S.		\$	25,000.00	STRUCTURE SURVEYING
111	DOL	7040	DOL		\$	25,000.00	LICENSED SURVEYING
112	LUMP SUM	7042	L.S.		\$	15,000.00	ADA FEATURES SURVEYING
113	7.00	7047	EACH	1,250.00	\$	8,750.00	MONUMENT CASE, COVER, AND PIPE
114	3275.00	7055	S.Y.	40.00	\$	131,000.00	CEMENT CONC. SIDEWALK
115	8.00	7058	EACH	2,500.00	\$	20,000.00	CEMENT CONC. CURB RAMP TYPE PARALLEL A
116	4.00	7058	EACH	2,200.00	\$	8,800.00	CEMENT CONC. CURB RAMP TYPE PARALLEL B
117	4.00	7058	EACH	2,000.00	\$	8,000.00	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A
118	10.00	7058	EACH	2,000.00	\$	20,000.00	CEMENT CONC. CURB RAMP TYPE BIKE RAMP
119	749.00	7054	S.F.	35.00	\$	26,215.00	DETECTABLE WARNING SURFACE
120	216.00	7080	L.F.	200.00	\$	43,200.00	CABLE FENCE
121	6032.00	7111	L.F.	9.00	\$	54,288.00	WIRE FENCE TYPE 2
122	3.00	9605	EACH	1,250.00	\$	3,750.00	CONNECTION TO DRAINAGE STRUCTURE
123	6.00	3080	EACH	800.00	\$	4,800.00	ADJUST MANHOLE
124	7.00	7360	EACH	4,000.00	\$	28,000.00	MANHOLE 48 IN. DIAM. TYPE 1
125	1.00	7364	EACH	7,500.00	\$	7,500.00	MANHOLE 60 IN. DIAM. TYPE 1
126	16.00	7369	L.F.	200.00	\$	3,200.00	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1
127	3.00	6243	EACH	580.00	\$	1,740.00	ADJUST VALVE BOX
128	800.00	7400	HOUR	10.00	\$	8,000.00	TRAINING
129	DOL	7480	DOL		\$	10,000.00	ROADSIDE CLEANUP
130	DOL	7725	DOL		\$	6.00	REIMBURSEMENT FOR THIRD PARTY DAMAGE
131	DOL	7728	DOL		\$	(1.00)	MINOR CHANGE
132	DOL	7732	DOL		\$	(1.00)	AGGREGATE COMPLIANCE PRICE ADJUSTMENT
133	LUMP SUM	7736	L.S.		\$	4,000.00	SPCC PLAN

134	1741.00		C.Y.	50.00	\$	87,050.00	SAND BACKFILL FOR PIPE ZONE BEDDING
135	2.00		EACH	8,000.00	\$	16,000.00	ART PANEL SIGNS
136	1.00		EACH	4,000.00	\$	4,000.00	SIDEWALK DRAIN

\$ 13,727,000.97 **Total Construction**  
 Design Allocation (Contingency) - 0%  
 549,080 Change Order Contingency - 4% of Total Construction  
 1,180,522 Sales Tax - 8.6% of Total Construction  
 1,372,700 \*\*Construction Engineering - 10% of Total Construction

16,829,303 **CN Subtotal**  
 4,529,172 \* Right of Way Costs  
 2,337,038 Preliminary Engineering  
 198,442 WSDOT Review Costs  
 753,700 700 & 800 Level Items (Provided by BPUD)  
 20,000 KID Overflow Channel Abandonment

**24,667,666** Total Project Cost

Non-Project Costs  
 (362,951) City Water Line  
 (111,651) City Sanitary Sewer

Franchise Utility Costs (Paid for by Utility) Includes the following:

- \$136,139 - Shared Trench Costs
- \$35,000 - BPUD's "Old" Highway Crossing Rebuild (underpass)

(199,839) • \$28,700 - BPUD's portion of Zintel Way (north of OH line connection)

**23,993,214 Grand Total**

\* Right of Way costs are estimated at \$4.529 million, not including contingency as follows:

CIBB: \$7,100  
 BRL: \$2,583,400  
 Erwin: \$1,100,600  
 O'Rorke: \$289,800  
 Circle One: \$118,200  
 Patidar: \$430,072

\*\* Construction Engineering Includes Engineering Support during Construction (consultant support services during construction activities) and WSDOT Surveying Support



**\*WSDOT has a maximum of \$15,000,000.00 in Connecting Washington funds to contribute toward the funding of the Project, of which \$13,150,000.00 will go toward the construction phase of the Project to be administered by the WSDOT, and \$1,850,000.00 will go toward right of way acquisition for the Project to be administered by the Local Agency.**

# Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	11/02/2021
Agenda Item Type	Contract/Agreement/Lease		
Subject	ILA with POK for Driveway Relocation		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Public Works		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

### Recommendation

That City Council authorize the City Manager to sign the Interlocal Agreement with the Port of Kennewick to reimburse the City for actual construction costs associated with the relocation of a driveway at 6601 W. Deschutes Ave.

### Motion for Consideration

I move to authorize the City Manager to sign the Interlocal Agreement for the driveway relocation at 6601 W. Deschutes Ave with the Port of Kennewick.

### Summary

The Port of Kennewick's work with Vista Field Phase IA included the realignment of W. Deschutes Ave. with Crosswind Blvd creating a new intersection that provides a left hand turn lane into Vista Field. The new intersection requires the relocation of the driveway access for the property located at 6601 W. Deschutes Ave. The City and the Port met with the property owners and have identified a new Southeast driveway location to replace the existing Northwest driveway.

The City has agreed to design, bid, manage and pay for the construction of the driveway and the Port has agreed to reimburse the City for the actual construction costs. The project has been designed and bid as a small works project and we anticipate awarding the project the week of November 2nd.

### Alternatives

None

### Fiscal Impact

Small Works Low Bid of \$52,481.84 including a 10% contingency

Through	
Dept Head Approval	Cary Roe Oct 28, 10:17:23 GMT-0700 2021
City Mgr Approval	Marie Mosley Oct 28, 19:58:10 GMT-0700 2021

Attachments: Agreement  
Map

Recording  
Required?

**INTERLOCAL AGREEMENT  
BETWEEN PORT OF KENNEWICK AND CITY OF KENNEWICK  
REGARDING 6601 W. DESCHUTES DRIVEWAY REALIGNMENT**

**I. PARTIES**

This Interlocal Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, between the PORT OF KENNEWICK, a Washington municipal corporation (“Port”), and the CITY OF KENNEWICK, a Washington municipal corporation, (“City”) referred to collectively as the “Parties.” The Parties agree as follows:

**II. RECITALS**

- 2.1 Economic Development Authority. The Port and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer and carry out their programs and public projects.
- 2.2 Overview of Project Area. The Port owns approximately 103 acres of land in the Vista Field area of Kennewick, Washington. The Port is developing the land under the principles of New Urbanism and according to the Master Plan and Development Agreement the Port has in place with the City of Kennewick. The Port’s Vista Field Phase 1A included work with the City of Kennewick to realign certain roadways and intersections. One such realignment resulted in the creation of the Deschutes Avenue and Crosswind Boulevard intersection that includes a left turn lane into Vista Field. That intersection requires the relocation of a driveway access for the property located at 6601 W. Deschutes Avenue (the “Property”). The City and Port met with the Property owners and have identified a new Southeast driveway location (the “Driveway”) to replace the existing Northwest driveway. The Parties recognize that successful construction of the Driveway described herein benefits the economic and social welfare of the City and the Port district.
- 2.3 Driveway Construction. The City will design, bid, manage, and pay for the construction of the Driveway. Because the Street will benefit future Port activities at Vista Field, the Port agrees to reimburse the City for the construction costs incurred.
- 2.4 Opportunity for Collaborative Development. The Parties recognize that successful economic development of the Project Area benefits the economic and social welfare of the City and the surrounding area. The Parties seek to memorialize their understanding related to the Driveway.

**III. ADMINISTRATION**

- 3.1 Responsibilities. This Agreement shall be administered by the City Manager or her designee and the Port Chief Executive Officer or his designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible for:

- a. Establishing policies for implementing this Agreement;
  - b. Providing periodic progress reports;
  - c. Monitoring progress of the Parties and other entities in the fulfillment of their respective responsibilities; and
  - d. Following applicable City and Port bid and prevailing wage laws, policies and procedures when awarding contracts for this project.
- 3.2 Port Obligation. The Port shall reimburse the City for the actual construction costs incurred by the City for construction of the Driveway.
- 3.3 City Obligation. The City shall design, bid, manage, and pay for the construction of the Driveway.
- 3.4 Document Review. The Parties shall cooperate by sharing all relevant information, including planning, financial and environmental documents, to the extent allowed by law.
- 3.5 Expenses and Financial Contingency. Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

#### **IV. GENERAL**

- 4.1 Amendment. This Agreement shall not be altered except in writing signed by each Party.
- 4.2 Governing Law. Each of the Parties has independent authority to contract; and this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.
- 4.3 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.
- 4.4 Non-Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.
- 4.5 Agreement Term. The term of this Agreement shall commence on its execution by both Parties and upon completion of the Parties' respective obligations but not later than December 31, 2022 ("Agreement Term"). By mutual agreement, the Parties may elect to renew the Agreement on mutually agreeable terms and conditions.
- 4.6 Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of

this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

- 4.7 No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.
- 4.8 Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 4.9 Defense and Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.
- 4.10 Breach. In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.

**V. EXECUTION AND APPROVAL**

- 5.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.
- 5.2 Execution. The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

**PORT OF KENNEWICK**

Date: \_\_\_\_\_

By: \_\_\_\_\_

TIM ARNTZEN, Chief Executive Officer

Approved as to Form:

Approved:

\_\_\_\_\_  
LUCINDA LUKE  
Attorney for Port of Kennewick

\_\_\_\_\_  
NICK KOOIKER  
Port Auditor/CFO

**CITY OF KENNEWICK**

Date: \_\_\_\_\_

By: \_\_\_\_\_

MARIE E. MOSLEY, City Manager

Approved as to Form:

\_\_\_\_\_  
LISA BEATON, City Attorney





# City Council Meeting Schedule November 2021

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City Council temporarily designated the location for regular, special and study session meetings to a virtual location until termination of the state of emergency or until rescinded. The City broadcasts City Council meetings on the City's website <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

November 2, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

November 9, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Fire Department Strategic Plan
2. City Manager's Strategic Plan Update
3. Mid-Biennium Review and Budget Adjustment
4. 2022 Property Tax Levy

November 16, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

November 23, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Council Meeting Policy Updates
2. Public Works Capital Update
3. WWTP Phase II Update
4. Executive Session - RCW 42.30.110(g) City Manager's Performance Review

November 30, 2021

Tuesday, 6:30 p.m.

NO MEETING SCHEDULED

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped



# City Council Meeting Schedule December 2021

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December 7, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 14 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

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1. Facilities Master Plan Update
2. KMC Amendments - Park Rules & Public Camping
3. KMC Amendment - Public Records Policy

December 21, 2021

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 28, 2021

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

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