



City Council Meeting Schedule March 2018

March 6, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

March 13, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Kennewick Public Facilities District Update
2. Columbia Park Conveyance
3. Mobile Food Vendors Code Revisions

March 20, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

March 27, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Visit Tri-Cities Annual Update
2. KID Partnership Update
3. Parks & Recreation Comprehensive Plan Update

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 Taped

March 2018
Updated 02/27/18



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, March 6, 2018 at 6:30 p.m.

City Hall Council Chambers | 210 W. 6th Ave

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

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 February 20, 2018.
- b. Motion to approve Claims Roster for Columbia Park Golf Course Account for January 2018.
- c. Motion to approve Payroll Roster for February 15, 2018.
- d. Motion to authorize the City Manager to sign the CDBG Substantial Amendments reallocating funds within the 2015 Annual Action Plan, the 2016 Annual Action Plan, and the Down Payment Assistance Revolving Loan Fund.
- e. Motion to accept the recommendation of the Interview Committee and appoint Deanna Boyle and Melanie Blatman and reappoint Doug Gast to the Arts Commission.
- f. Motion to accept the recommendation of the Interview Committee and appoint Gary Earp and reappoint Bruce Donner to the Block Grant Advisory Committee.
- g. Motion to accept the recommendation of the Interview Committee and appoint Paul Scharold to the Historic Preservation Commission.
- h. Motion to accept the recommendation of the Interview Committee and reappoint Barbara Johnson to the Kennewick Public Facilities District.
- i. Motion to accept the recommendation of the Interview Committee and appoint Linda Britain to the Parks and Recreation Commission.
- j. Motion to accept the recommendation of the Interview Committee and appoint Thomas Helgeson and reappoint Anthony Moore to the Planning Commission.
- k. Motion to award, and authorize the City Manager to sign, Contract 18-003, HVAC Maintenance and Repair Services with Apollo Heating and Air Conditioning.
- l. Motion to authorize authorize the Mayor to sign a letter to the Governor requesting designation of Census tracts 109.01 and 113 as Qualified Opportunity Zones.
- m. Motion to increase the total amount of Contract P1613-17 (2017 City-Wide Pedestrian Improvements) to \$355,599.95.

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CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, March 6, 2018 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave

- 4. VISITORS**
- 5. ORDINANCES/RESOLUTIONS**
- 6. PUBLIC HEARINGS/MEETINGS**
 - a. Resolution 18-06: Vacate a 10' utility easement located at 520 S. Garfield Street
- 7. NEW BUSINESS**
 - a. International Association of Fire Fighters (IAFF) Local #1296 Collective Bargaining Agreement.
- 8. UNFINISHED BUSINESS**
- 9. COUNCIL COMMENTS/DISCUSSION**
- 10. ADJOURNMENT**

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
February 20, 2018

1. CALL TO ORDER

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

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Wes Romine	Ken Hohenberg
Matt Boehnke	Christina Palmer	Evelyn Lusignan
Bill McKay	Lisa Beaton	Scott Child
Paul Parish	Cary Roe	
John Trumbo	Terri Wright	
Mayor Don Britain	Terry Walsh	
Marie Mosley	Vince Beasely	

Excused absence: Councilman Steve Young.

Police Chief Ken Hohenberg led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Mr. Boehnke moved, seconded by Mr. Parish to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of February 6, 2018.
- b. (1) Motion to approve Claims Roster for January 26, 2018.
(2) Motion to approve Claims Roster for February 9, 2018.
(3) Claims Rosters for the Toyota Center Operations and Box Office Accounts for December 2017.
- c. Motion to approve Payroll Roster for January 31, 2018.
- d. Motion to authorize the Mayor to sign the replacement transmission water main design agreement for Entiat to Canal water line with HDR.

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

4. VISITORS

Mark Christenson, 410 S. Idaho St, Kennewick – He stated an ecclesiastical decision was that a marriage was between a man and a women.

Uby Creek, 3219 W. Canal Dr, Kennewick – She expressed disappointment with how things turned out with the Diversity Commission and provided Council with results from the public survey done by the commission.

5. ORDINANCE/RESOLUTIONS - None

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities and expressed concerns about how the Criminal Justice Sales Tax was being used and the size of the reserves.

10. AJOURNMENT

Meeting was adjourned at 7:01 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	03/06/2018
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for January 2018.

Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for January 2018 in the amount of \$23,198.43, comprised of check numbers 2375-2379 in the amount of \$14,248.70 and electronic transfers in the amount of \$8,949.73.

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 \$23,198.43.

Through

Denise Winters
Feb 22, 09:53:54 GMT-0800 2018

Dept Head Approval

Dan Legard
Feb 26, 09:41:52 GMT-0800 2018

City Mgr Approval

Marie Mosley
Mar 01, 16:14:58 GMT-0800 2018

Attachments: Roster

☐ Recording
Required?

COLUMBIA PARK GOLF COURSE FUND**CHECK REGISTER****JANUARY 2018**

Check Number	Vendor Check Name	Check Date	Amount	Type
2375	PEPSI COLA BOTTLING OF PASCO	1/5/2018	\$5.16	Check
2376	KENNEWICK GOLF CORPORATION	1/19/2018	4,389.68	Check
2377	KENNEWICK GOLF CORPORATION	1/25/2018	4,389.68	Check
2378	WILLIAMS SCOTSMAN	1/25/2018	464.18	Check
2379	COURSECO, INC	1/31/2018	5,000.00	Check
155519	CITY OF KENNEWICK ELECTRICAL	1/2/2018	326.72	EFT
155557	PEPSI COLA BOTTLING CO.	1/2/2018	9.46	EFT
155586	FRONTIER COMMUNICATIONS	1/2/2018	299.26	EFT
155603	CINTAS CORPORATION #608	1/2/2018	26.39	EFT
155603	CINTAS CORPORATION #608	1/2/2018	26.39	EFT
155634	BLUE ROOM	1/2/2018	404.86	EFT
155634	BLUE ROOM	1/2/2018	485.81	EFT
Paid by ACH	R&R PRODUCTS INC	1/2/2018	128.02	EFT
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/2/2018	247.71	EFT
6696531*	ADP TOTAL SOURCE (AUTOPAY)	1/10/2018	-	EFT
ADP BEN 6696531	ADP TOTAL SOURCE (AUTOPAY)	1/15/2018	3,158.62	EFT
161025	1-2-1 MARKETING	1/26/2018	447.00	EFT
161140	CITY OF KENNEWICK ELECTRICAL	1/26/2018	193.69	EFT
161214	PEPSI COLA BOTTLING CO.	1/26/2018	13.80	EFT
161244	CINTAS CORPORATION #085	1/26/2018	32.91	EFT
161246	FRONTIER COMMUNICATIONS	1/26/2018	299.80	EFT
161313	BLUE ROOM	1/26/2018	327.91	EFT
507670785	ADP, LLC	1/26/2018	95.03	EFT
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/26/2018	246.10	EFT
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/26/2018	2,180.25	EFT
			<u>\$23,198.43</u>	

*Void

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 2375-2379	\$	14,248.70
Electronic transfers		8,949.73
Total	\$	<u>23,198.43</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2375	PEPSI COLA BOTTLING OF PASCO	1/5/2018		\$5.16	
	PAY	20005-000-244-00	Accounts Payable		\$ 5.16
	PURCH	49200-070-244-00	COGS- Soft Beverage	\$ 5.16	
2376	KENNEWICK GOLF CORPORATION	1/19/2018		\$4,389.68	
	PAY	20005-000-244-00	Accounts Payable		\$ 4,389.68
	PURCH	59600-080-244-00	Accounting Fee	\$ 1,098.01	
	PURCH	59610-080-244-000	Management Fee	\$ 3,291.67	
2377	KENNEWICK GOLF CORPORATION	1/25/2018		\$4,389.68	
	PAY	20005-000-244-00	Accounts Payable		\$ 4,389.68
	PURCH	59600-080-244-00	Accounting Fee	\$ 1,098.01	
	PURCH	59610-080-244-000	Management Fee	\$ 3,291.67	
2378	WILLIAMS SCOTSMAN	1/25/2018		\$464.18	
	PAY	20005-000-244-00	Accounts Payable		\$ 464.18
	PURCH	54450-080-244-00	Building Rent	\$ 464.18	
2379	COURSECO, INC	1/31/2018		\$5,000.00	
	PAY	20005-000-244-00	Accounts Payable		\$ 5,000.00
	PURCH	20100-000-244-00	Accrued Payables	\$ 5,000.00	
507670785	ADP, LLC	1/26/2018		\$95.03	
	PAY	20005-000-244-00	Accounts Payable		\$ 95.03
	PURCH	51900-080-244-00	Contract Services	\$ 95.03	
ADP BEN 6696531	ADP TOTAL SOURCE (AUTOPAY)	1/15/2018		\$3,158.62	
	PAY	20005-000-244-00	Accounts Payable		\$ 3,158.62
	PURCH	50800-050-244-00	Health Benefits	\$ 1,570.81	
	PURCH	50800-060-244-00	Health Benefits	\$ 1,587.81	
161025	1-2-1 MARKETING	1/26/2018		\$447.00	
	PAY	20005-000-244-00	Accounts Payable		\$ 447.00
	PURCH	51900-050-244-00	Contract Services	\$ 447.00	
155634	BLUE ROOM	1/2/2018		\$404.86	
	PAY	20005-000-244-00	Accounts Payable		\$ 404.86
	PURCH	52300-050-244-00	Garbage & Debris Removal	\$ 323.86	
	PURCH	52300-060-244-00	Garbage & Debris Removal	\$ 81.00	
155634	BLUE ROOM	1/2/2018		\$485.81	
	PAY	20005-000-244-00	Accounts Payable		\$ 485.81
	PURCH	52300-050-244-00	Garbage & Debris Removal	\$ 404.81	
	PURCH	52300-060-244-00	Garbage & Debris Removal	\$ 81.00	
161313	BLUE ROOM	1/26/2018		\$327.91	
	PAY	20005-000-244-00	Accounts Payable		\$ 327.91
	PURCH	52300-050-244-00	Garbage & Debris Removal	\$ 246.91	
	PURCH	52300-060-244-00	Garbage & Debris Removal	\$ 81.00	
161244	CINTAS CORPORATION #085	1/26/2018		\$32.91	
	PAY	20005-000-244-00	Accounts Payable		\$ 32.91
	PURCH	51900-080-244-00	Contract Services	\$ 16.62	
	PURCH	51900-060-244-00	Contract Services	\$ 16.29	
155603	CINTAS CORPORATION #608	1/2/2018		\$26.39	
	PAY	20005-000-244-00	Accounts Payable		\$ 26.39
	PURCH	51900-080-244-00	Contract Services	\$ 17.20	
	PURCH	51900-060-244-00	Contract Services	\$ 9.19	
155603	CINTAS CORPORATION #608	1/2/2018		\$26.39	
	PAY	20005-000-244-00	Accounts Payable		\$ 26.39
	PURCH	51900-080-244-00	Contract Services	\$ 17.20	
	PURCH	51900-060-244-00	Contract Services	\$ 9.19	

Check	Vendor	Date	Amount	Debit	Credit
155519	CITY OF KENNEWICK ELECTRICAL	1/2/2018		\$326.72	
	PAY	20005-000-244-00	Accounts Payable		\$ 326.72
	PURCH	52200-080-244-00	Utilities- Gas & Electric	\$ 65.81	
	PURCH	52200-060-244-00	Utilities- Gas & Electric	\$ 50.58	
	PURCH	52210-060-244-00	Irrigation Electricity	\$ 210.33	
161140	CITY OF KENNEWICK ELECTRICAL	1/26/2018		\$193.69	
	PAY	20005-000-244-00	Accounts Payable		\$ 193.69
	PURCH	52200-080-244-00	Utilities- Gas & Electric	\$ 77.13	
	PURCH	52200-060-244-00	Utilities- Gas & Electric	\$ 70.92	
	PURCH	52210-060-244-00	Irrigation Electricity	\$ 45.64	
155586	FRONTIER COMMUNICATIONS	1/2/2018		\$299.26	
	PAY	20006-000-244-00	Accounts Payable		\$ 299.26
	PURCH	52100-080-244-00	Telecommunications	\$ 299.26	
161246	FRONTIER COMMUNICATIONS	1/26/2018		\$299.80	
	PAY	20006-000-244-00	Accounts Payable		\$ 299.80
	PURCH	52100-080-244-00	Telecommunications	\$ 299.80	
155557	PEPSI COLA BOTTLING CO.	1/2/2018		\$9.46	
	PAY	20005-000-244-00	Accounts Payable		\$ 9.46
	PURCH	49150-070-244	COGS- Packaged Food	\$ 9.46	
161214	PEPSI COLA BOTTLING CO.	1/26/2018		\$13.80	
	PAY	20005-000-244-00	Accounts Payable		\$ 13.80
	PURCH	49200-070-244-00	COGS- Soft Beverage	\$ 13.80	
Paid by ACH	R&R PRODUCTS INC	1/2/2018		\$128.02	
	PAY	20005-000-244-00	Accounts Payable		\$ 128.02
	PURCH	55850-060-244-00	Course Accessories Maint	\$ 128.02	
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/2/2018		\$247.71	
	PAY	20006-000-244-00	Accounts Payable		\$ 247.71
	PURCH	58100-060-244-00	Equipment Parts	\$ 247.71	
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/26/2018		\$246.10	
	PAY	20006-000-244-00	Accounts Payable		\$ 246.10
	PURCH	58100-060-244-00	Equipment Parts	\$ 246.10	
Paid by ACH	WESTERN EQUIPMENT DIST INC.	1/26/2018		\$2,180.25	
	PAY	20006-000-244-00	Accounts Payable		\$ 2,180.25
	PURCH	58100-060-244-00	Equipment Parts	\$ 2,180.25	

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	03/06/2018
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 2/15/2018)		
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 period ended 2/15/2018, in the amount of \$2,425,110.09, comprised of check numbers 72130 through 72184 and direct deposit numbers 156901 through 157346.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,425,110.09.

Through

Phil Bleazard
Feb 20, 10:29:36 GMT-0800 2018

Dept Head Approval

Dan Legard
Feb 26, 09:19:43 GMT-0800 2018

City Mgr Approval

Marie Mosley
Mar 01, 16:15:39 GMT-0800 2018

Attachments: Roster

☐ Recording
Required?

March 6, 2018

All Departments:

February 15, 2018

ADMINISTRATIVE TEAM	1,796.88
CITY COUNCIL	4,038.00
CITY MANAGER	12,204.23
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	40,346.41
EMPLOYEE & COMMUNITY RELATIONS	59,888.09
ENGINEERING	51,362.91
FACILITIES & GROUNDS	65,384.87
FINANCE	45,121.75
FIRE	229,997.78
LEGAL SERVICES	22,313.37
MANAGEMENT SERVICES	80,977.04
POLICE	446,792.47
Subtotal General Fund	1,060,223.80
STREETS	15,684.05
TRAFFIC	26,041.90
Subtotal Street Fund	41,725.95
BI-PIN	6,167.44
BUILDING SAFETY	40,002.88
COMMUNITY DEVELOPMENT	3,924.90
CRIMINAL JUSTICE	61,792.36
EQUIPMENT RENTAL	12,234.85
MEDICAL SERVICES	131,114.80
RISK MANAGEMENT	3,335.06
STORMWATER UTILITY	18,185.71
WATER & SEWER	130,639.32
Subtotal Other Funds	407,397.32
Total Salaries and Wages	1,509,347.07
<u>Benefits:</u>	
Dental Insurance	43,307.90
Industrial Insurance	26,000.56
Life Insurance	4,018.06
Long Term Disability Insurance	4,665.98
Medical Insurance	600,206.76
Medical Retirement Account	2,812.50
Retirement	138,630.65
Social Security (FICA)	88,554.63
Vision Insurance	7,565.98
Total Benefits	915,763.02
Grand Total	<u>\$2,425,110.09</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 \$2,425,110.09 comprised of check numbers 72130 through 72184 and direct deposit numbers 156901 through 157346.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number	3.d.	Council Date	03/06/2018	Consent Agenda	☒	
	Agenda Item Type	Reports/Plans				Ordinance/Reso	☐
	Subject	Substantial Amendment to CDBG Action Plans				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Management Services					

Recommendation

Staff recommends the approval of the Community Development Block Grant (CDBG) Substantial Amendments to the Down Payment Assistance Revolving Loan Fund, 2015 Annual Action Plan & 2016 Annual Action Plan as prepared by staff.

Motion for Consideration

I move to authorize the City Manager to sign the CDBG Substantial Amendments reallocating funds within the 2015 Annual Action Plan, the 2016 Annual Action Plan, and the Down Payment Assistance Revolving Loan Fund.

Summary

The City of Kennewick is an entitlement City as granted by the Federal Department of Housing and Urban Development (HUD) and as so is an annual recipient of CDBG funds. HUD regulations stipulate eligible uses for these funds and require the City to submit a 5-year long-range plan followed by Annual Action Plans specifying how the funds will be spent.

A substantial amendment to Annual Action Plans occurs when the original purpose of a project is changed to a new eligible category or when a change in the original plan exceeds 25% of the original allocation. The following substantial amendments are recommended by the CDBG Advisory Committee to utilize excess CDBG entitlement funds that have accumulated from past years:

Down Payment Assistance Revolving Loan Fund: \$64,417.45
 2015 Unallocated Annual Action Plan Funds: \$88,242.86
 2016 Unallocated Annual Action Plan Funds: \$197,339.69
TOTAL AMOUNT OF REALLOCATED FUNDS: \$350,000.00

The \$350,000 will provide Pedestrian Safety Improvements on Hawthorne & Juniper Streets north of 10th Avenue to 8th Avenue. The improvements include new sidewalks, curb and gutter where none currently exist.

Detailed staff report is attached.

Alternatives

None recommended

Fiscal Impact

None

Through	Carol Evans Feb 26, 15:14:11 GMT-0800 2018	Attachments:  ☐ Recording Required?
Dept Head Approval	Christina Palmer Feb 26, 15:27:10 GMT-0800 2018	
City Mgr Approval	Marie Mosley Mar 01, 16:20:17 GMT-0800 2018	



Leading the Way

**Management Services
Community Development Block Grant Staff Report**

Council Date: March 6, 2018

Staff Contact: Carol Hughs Evans

Agenda Item: Substantial Amendments to the Revolving Loan Fund, 2015 Annual Action Plan & 2016 Annual Action Plan

The City is entitled to utilize CDBG funds to carry out a number of activities that meet HUD's three National Objectives. The activities must satisfy one or more of the following criteria:

- Provide a benefit to low- and moderate-income persons; OR
- Prevent or eliminate slums or blight; OR
- Meet an urgent community need (disaster) that threatens the health or welfare of residents

***5-Year Consolidated Plan "Citizen Participation Plan"
Substantial Amendment Requirements***

A Substantial Amendment to the plan will occur when the original purpose of an allocation is changed to a new eligible category, or when a change in the allocation exceeds 25% of the City's yearly allocation. A Substantial Amendment must;

- *Be approved by the City's CDBG Advisory Committee*
- *Be advertised in a local newspaper and available for a period of 30 days for public review and comment*
- *Be approved by City Council after the public review and comment period has ended*
- *Be signed by the City Manager after approval by City Council*
- *Be submitted to HUD by Staff for final approval*

Amendments Will Fund Hawthorne & Juniper Streets Pedestrian Safety Improvements

The Substantial Amendments to the Revolving Loan Fund and 2015 / 2016 Annual Action Plans will fund (\$350,000) two street projects that are beneficial for the safety and health of low- and moderate-income neighborhood children who walk to Eastgate Elementary School as well as any other pedestrian that uses Hawthorne and Juniper Streets north of 10th Avenue to 8th Avenue. The project will add new curb, gutter and sidewalks to the east side of Hawthorne Street and west side of Juniper Street. Currently, the streets are a narrow strip of asphalt with gravel shoulders and no sidewalks.

Community Development

- ***Council approved funding for the Hawthorne & Juniper Streets Safety Improvement project at the December 5, 2017 Council Meeting as part of the 2018 Annual Action Plan, however;***
 - ***Per the Consolidated Plan “Citizen Participation Plan” detailed above, the additional requirements listed had to be followed prior to submitting to HUD for final approval – this second Council approval is the final step in the Substantial Amendment process***

Revolving Loan Fund Substantial Amendment

The CDBG Revolving Loan Fund has been in existence since 1999 and was used as a secondary source of First-Time Homebuyer Down Payment Assistance funds (The primary source of Down Payment funds have been allocated through the Tri-Cities HOME Consortium (created in 1996))

- The last CDBG home loan was completed in 2012
- With a sufficient source of HOME Consortium funds available for Down Payment Assistance, there is no further need to use CDBG Revolving Loan Funds
- As loans have been paid back over the years, the Revolving Loan Fund balance has increased to the current level of \$64,417.45
 - HUD requires that all funds be used on a timely basis for the originally designated project or be returned to unallocated funds and repurposed
 - This Amendment will accomplish HUD’s requirement

2015 & 2016 Annual Action Plan Substantial Amendments

All CDBG funds must be managed and reported through HUD’s Integrated Disbursement Information System (IDIS)

- Since inception (1997), IDIS has operated on a first-in, first-out (FIFO) basis to fund activities and disburse grant funds.
 - FIFO allowed unallocated yearly entitlement funds to accumulate with no distinction of program year
- The FIFO method ended with the 2014 allocations.
- At the end of 2014, CDBG had an unexpended balance of \$723,345
 - A large contributor to the unexpended balance was the closeout of the Benton Franklin Council of Governments (BFCOG) Revolving Loan Fund (in use since the late 1980’s)
 - The last loans made with the BFCOG Revolving Loan Fund were in 2011 as BFCOG has a large variety of funding sources that were easier to manage and had less stringent parameters than CDBG funds
 - As previously stated, HUD requires that all funds be used on a timely basis for the originally designated project or be returned to unallocated funds and repurposed
 - This Amendment will accomplish HUD’s requirement to reallocate unexpended funds towards a new project that meets a National Objective

Council Agenda Coversheet 	Agenda Item Number	3.e.	Council Date	03/06/2018	Consent Agenda	☒
	Agenda Item Type	Boards and Commissions			Ordinance/Reso	☐
	Subject	Arts Commission			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Manager				

Recommendation

Staff recommends that Council makes two new appointments and one reappointment to the Arts Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Deanna Boyle and Melanie Blatman and reappoint Doug Gast to the Arts Commission.

Summary

The Arts Commission had 3 openings which were due to Abigail DeSteeze, Maya Donnelly and Doug Gast terms expiring. Abigail DeSteeze and Doug reappplied. Maya Donnelly did not reapply.

The Council Interview Committee recently conducted interviews and make the following recommendation for the Arts Commission:

Deanna Boyle - Appoint
 Melanie Blatman - Appoint
 Doug Gast - Reappoint

Additional Applicants:
 Leo Perales
 Paul Scharold

Alternatives

None

Fiscal Impact

None

Through	Terri Wright Feb 20, 17:43:00 GMT-0800 2018	Attachments: 
Dept Head Approval		
City Mgr Approval	Marie Mosley Mar 01, 16:21:19 GMT-0800 2018	

☐ Recording Required?

Jackie Aman

From: noreply@civicplus.com
Sent: Thursday, February 01, 2018 12:53 PM
To: Jackie Aman
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

First Name	Deanna
Last Name	Boyle
Date	1/1/2018
Address	1909 w 2nd ave
City	kennewick
State	WASHINGTON
Zip Code	99336
Phone Number	509-438-7308
Email Address	dee.r.boyle@outlook.com
I am interested in serving on the following Commission	Arts Commission
Occupational Status and Background	I currently work as the Marketing Manager for all three Windermere Real Estate locations in Tri-Cities. Most my background is marketing, communications, and public relations.
What unique qualities or attitude will you bring to this position?	As a young Tri-Cities professional, I think I could help represent a younger demographic. I am also a Tri-Cities native that believes living here played a huge role in my success, so I am passionate about the area and have the drive to give back to it.
Community Related Activities/Organizational Affiliations	In my day job I organize, plan, and execute public events and giving, but outside of Windermere, I am involved in a few different events and organizations. I am an organizer for TedxRichland, a locally organized Ted conference, I am a board advisor for Drewboy Creative, a local art gallery, I participate in a local writers group, and volunteer at multiple events in between.

Volunteer Experience	Most of my recent volunteer experience has been in locally organized events in culture and arts. I volunteer my time to Drewboy Creative, TriFi, TriConf, TedxRichland, and more. Being a participant in experiences like these have helped me grow, and it's an honor to help provide that same opportunity to others.
What interests you about this Board/Commission?	I bought my first house (that I still love in!) here in Tri-Cities in 2015. I remember being set on living in Richland, but because of the crazy housing demand at the time, I settle for my house in Kennewick. Then, it was settling, now I am so grateful it worked out this way. I love living in Kennewick, and I want to share my love for Kennewick beyond telling my friends to move here, and this seems like the perfect fit! That combined with my desire to help bring art of all forms to our community and to support our local artists.
Experiences related to position applied for	I would say my experience in marketing and communication strategy in my job, my volunteer work with TedxRichland, and my board position with Drewboy Creative, have all given me a look of life behind the scenes for our community. I have seen the good, the bad, the ugly, but ultimately the reward and importance of the work behind the scenes.
Why are you seeking appointment?	I am seeking appointment because as an active and passionate Tri-Citizen, why wouldn't I? I would be honored and humbled to be able to say I got to play a small role in helping this area continue to grow.
To the best of your knowledge, would any conflict of interest be created as a result of your appointment?	To the best of my knowledge, no.
What makes you a good choice for this Board/Commission?	I have all the enthusiasm, passion, and spirit to see Kennewick thrive, matched with the drive, focus, and strategy background to help make it happen.
Personal References	<i>Field not completed.</i>
Disclaimer and Electronic Signature Agreement	I Agree
Electronic Signature	Deanna R Boyle

Email not displaying correctly? [View it in your browser.](#)

Jackie Aman

From: noreply@civicplus.com
Sent: Thursday, February 01, 2018 2:36 PM
To: Jackie Aman
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

First Name	Douglas
Last Name	Gast
Date	2/1/2018
Address	223 W 2nd Ave
City	Kennewick
State	WA
Zip Code	99336
Phone Number	5098457045
Email Address	dgast@tricity.wsu.edu
I am interested in serving on the following Commission	Arts Commission
Occupational Status and Background	Associate Professor of Fine Arts, WSU Tri-Cities
What unique qualities or attitude will you bring to this position?	I have been a commissioner since 2008 and wish to continue to serve our community.
Community Related Activities/Organizational Affiliations	Arts Commission Washington State University
Volunteer Experience	Richland Arts Commission 2005-2008 Kennewick Arts Commission 2008-
What interests you about this Board/Commission?	My belief that art can transform a community
Experiences related to	Currently serve

position applied for

Why are you seeking
appointment?

I would like to continue to serve our community

To the best of your
knowledge, would any
conflict of interest be
created as a result of your
appointment?

None

What makes you a good
choice for this
Board/Commission?

Experience

Personal References

Kennewick Arts Commission

Disclaimer and Electronic
Signature Agreement

I Agree

Electronic Signature

Douglas P Gast

Email not displaying correctly? [View it in your browser.](#)

Jackie Aman

From: noreply@civicplus.com
Sent: Tuesday, January 30, 2018 1:05 PM
To: Jackie Aman
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

First Name	Melanie
Last Name	Blatman
Date	<i>Field not completed.</i>
Address	2609 W 8th Ave
City	Kennewick
State	WA
Zip Code	99336
Phone Number	(509) 551-6855
Email Address	melanie.a.blatman@gmail.com
I am interested in serving on the following Commission	Arts Commission
Occupational Status and Background	I am currently retired. My professional life has taken me from providing support to the leaders of organizations in both the non-profit and for-profit worlds. My collective experience includes providing administrative support to a non-profit agency Executive Director at The Arc of Tri-Cities, The Director of the now-closed CREHST museum, and the co-owner and Vice President of a high end window company (Renewal by Andersen Windows of Seattle). I have also had the immense pleasure of working with adults with intellectual disabilities, as an employment training program supervisor (Goodwill of the Columbia), job coaching in the community (PROVAIL of Seattle) and implementing opportunities to assure community inclusion for individuals who need a varying level of support.
What unique qualities or attitude will you bring to this position?	My passion is art. My mind processes on a high energy level of creativity, thriving on shared ideas and collaborative thought. Being adventurous, I have worn many hats and thoroughly

enjoy the opportunity of taking on new challenges. I practice active listening and kindness, making me a great team member and allowing an environment where people can speak and know that their ideas are being heard with respect.

Community Related
Activities/Organizational
Affiliations

I support several Tri-Cities Crime Stoppers fundraising events throughout the year. For the Annual "Drink Some Wine and Solve a Crime" event, I have organized silent auctions, written mysteries, provided homemade desserts. This past fall, I provided a balloon sculpture arch and signage for the Costume Fun Run, as well as general day-of support.

Volunteer Experience

My volunteer experience includes assisting in the central kitchen at Meals on Wheels and working on the silent auction and wine event for Tri-Cities Crime Stoppers. I also provide ongoing advocate support for four women with intellectual disabilities in the Tri-Cities. I attend their annual assessments with the Developmental Disabilities Administration (DSHS) and provide support to these individuals when clarification is needed with documents and decision making, always having their best interests at heart. I will be providing support to one individual on a 6-day trip to California this spring, ensuring that she fully enjoys her birthday at Disneyland as an inclusive citizen.

What interests you about
this Board/Commission?

I am looking for diverse ways to become more involved in serving my community in my retirement. I am drawn to the collaborative process involved in providing art to the public. I believe art is most relevant when shared and experienced by a community, whether that community is a city such as Kennewick, a group of like-minded artists or one-on-one with friends. I believe that everyone needs art in their lives. Community art touches each person as they pass the pieces in their daily lives, whether they take the time to stop and study or just see it peripherally as they zoom past.

Experiences related to
position applied for

I have studied art and design at CBC as well as delving into experimental art and self expression on my own. When I am traveling or exploring my home community, I seek out art opportunities to see, observe and continue learning. I have taught silk painting classes through Kennewick Community Education, as well as informal art sessions with friends and family.

Why are you seeking
appointment?

I want to be involved in a meaningful way in my community. My love of art fits well with the Arts Commission.

To the best of your
knowledge, would any

No.

conflict of interest be
created as a result of your
appointment?

What makes you a good
choice for this
Board/Commission?

I believe I would be an asset to the Arts Commission because
of my positive attitude, dedication, teamwork skills and love of
art. I want to help ensure that my community is able to continue
to provide high quality public art. Thank you for your
consideration, Melanie Blatman

Personal References

JoLyn Holt, (801) 529-4439 Cindy Irwin, (509) 554-9624
Shannon Robinson (509) 531-4366

Disclaimer and Electronic
Signature Agreement

I Agree

Electronic Signature

Melanie A. Blatman

Email not displaying correctly? [View it in your browser.](#)

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	03/06/2018
Agenda Item Type	Boards and Commissions		
Subject	Block Grant Advisory Committee		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make one new appointment and one reappointment to the Block Grant Advisory Committee.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Gary Earp and reappoint Bruce Donner to the Block Grant Advisory Committee.

Summary

The Block Grant Advisory Committee had two openings due to Bruce Donner and Vel Wright terms expiring. Bruce Donner reapplied, Vel Wright did not reapply.

The Council Interview Committee recently conducted interviews and make the following recommendation for the Block Grant Advisory Committee:

Gary Earp - Appoint
Bruce Donner - Reappoint

Additional Applicants:
Thomas Helgeson

Alternatives

None

Fiscal Impact

None

Through

Terri Wright
Feb 20, 17:37:58 GMT-0800 2018

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 01, 16:22:19 GMT-0800 2018

Attachments:

Bruce Donner
Gary Earp

☐ Recording
Required?

Application for Board/Commission Position



Last Name	Donner	First	Bruce	Date	12/29/2017
Street Address	1004 S Dawes St				
City	Kennewick	State	WA	ZIP	99338-1727
Phone	(509) 431-0652	E-mail Address	cuneygunda@hotmail.com		
Board or Commission	Block Grant Advisory Board				

Retired: Experience in Agriculture (Crop Production, Conditioning, Sales & Shipping);
Experience in Construction {Residential (designing and building), Commercial and Industrial}
Experience in Manufacturing (Operating and Supervising)

I have a strong desire to give back to the community through volunteering. I feel that citizens should participate in local government.

**Kennewick Police Department CHIPS Organization
Skagit County Volunteer Firefighter**

Paine Field Airshow Security 1989 -1990
Anacortes Arts and Crafts Festival
Skagit County Fire District 12
Entiman Theatre Usher
Kennewick Police CHIPS

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

Helping improve the lives of those less fortunate as well as improving the infrastructure of our community

EXPERIENCES RELATED TO POSITION APPLIED FOR

Previous term on Block Grant Advisory Board

WHY ARE YOU SEEKING APPOINTMENT?

Desire to continue service to citizens of Kennewick

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

None

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

My experience of having lived in 10 cities in Washington and my varied fields of employment

PERSONAL REFERENCES

William Simpson; 625 N Neel St.; Kennewick, WA. 99336; (509) 222-4141

Allan Simmelink; 63811 S C. Williams Rd.; Kennewick, WA 99338; (509) 627-2733

Carl Littrell; 4209 W 22nd Ave; Kennewick, WA. 99338; (509) 539-0897

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature

Bruce Donner

Date

12/29/2017

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:
City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION

Last Name **Earp** First **Gary** Date **02/02/2018**
Street Address **3326 W. 24th. Ave.**
City **Kennewick** State **Wa.** ZIP **99337**
Phone **509 948 3667** E-mail Address **garydearp@gmail.com**
Board or Commission **Prefer Planning or any of the other available Commissions**

OCCUPATIONAL STATUS AND BACKGROUND

Retired after serving the Tri Cities as a full time Residential and Commercial Real Estate Broker for 45 years.

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

Listening and people skills

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

President Tri City Assoc. of REALTORS, State Director Washington Assoc. of REALTORS.
Kennewick Historical Preservation, Director Benton/Franklin Community Action Comm. One of the founders of The Columbia Basin VETERANS Coalition and Director. Over 20 years supporting Historic Downtown Kennewick Revitalization including serving as a long term Director for the HDKP and Chairing or serving on several related Communities. Owner and Landlord for the Historic CASCADE BLDG.

VOLUNTEER EXPERIENCE

Several Community related fix up, clean up and improve.ment projects

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

My passion for Community involvement

EXPERIENCES RELATED TO POSITION APPLIED FOR

My Occupational experience

WHY ARE YOU SEEKING APPOINTMENT?

I have time and energy to give back too my Community

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

None

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

Again my Occupational experience.

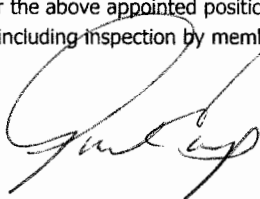
PERSONAL REFERENCES

Dave Retter, Owner of Retter & Co. SOTHEBYS REAL ESTATE, Kennewick. Skip Novokovitch, Esprit.
Ann Steiger, Owner of Roxy, Downtown Kennewick.

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date

2/2/2018

Council Agenda Coversheet



Agenda Item Number	3.g.	Council Date	03/06/2018
Agenda Item Type	Boards and Commissions		
Subject	Historic Preservation Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make one new appointment to the Historic Preservation Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Paul Scharold to the Historic Preservation Commission.

Summary

The Historic Preservation Commission had one opening due to the expiration of Rick Wessley's term. He did not reapply.

The Council Interview Committee recently conducted interviews and makes the following recommendation for the Historical Preservation Commission:

Paul Scharold

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Feb 20, 15:59:03 GMT-0800 2018

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 01, 16:23:07 GMT-0800 2018

Attachments: Paul Scharold

☐ Recording
Required?

Jackie Aman

From: noreply@civicplus.com
Sent: Friday, January 19, 2018 3:27 PM
To: Jackie Aman
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

First Name	Paul
Last Name	Scharold
Date	1/19/2018
Address	610 w kennewick ave
City	Kennewick
State	Wa
Zip Code	99336
Phone Number	5095824824
Email Address	Paul_cc@scharold.net
I am interested in serving on the following Commission	Arts Commission, Historic Preservation Commission, Parks & Recreation Commission
Occupational Status and Background	Employed. Engineer/ software developer.
What unique qualities or attitude will you bring to this position?	Long time resident of Kennewick with broad range as well a depth of experience in kennewick history and art as well as other communities around the state, country, world bringing perspective on how to keep making Kennewick a better place to live.
Community Related Activities/Organizational Affiliations	Past commissions, Historic downtown Kennewick partnership board, first night trities board, civil air patrol past commander
Volunteer Experience	Past commissions, Historic downtown Kennewick partnership board, first night trities board, civil air patrol past commander
What interests you about	These commissions align with my past and current interests

this Board/Commission?	and experiences and abilities to participate in
Experiences related to position applied for	Past commission membership. Historic and art training and involvement in community
Why are you seeking appointment?	To apply benefit of my training a availability to my chosen community.
To the best of your knowledge, would any conflict of interest be created as a result of your appointment?	No
What makes you a good choice for this Board/Commission?	Breadth and depth of experience and training if that helps balance out expected membership.
Personal References	Barb Carter Emily Estes-Cross Dan Smith
Disclaimer and Electronic Signature Agreement	I Agree
Electronic Signature	Paul G Scharold

Email not displaying correctly? [View it in your browser.](#)

Council Agenda Coversheet



Agenda Item Number	3.h.	Council Date	03/06/2018
Agenda Item Type	Boards and Commissions		
Subject	Kennewick Public Facilities District		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make one reappointment to the Kennewick Public Facilities District.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and reappoint Barbara Johnson to the Kennewick Public Facilities District.

Summary

The Kennewick Public Facilities District had one opening due to the expiration of Barbara Johnson's term. Barbara Johnson reapplied.

The Council Interview Committee recently conducted interviews and makes the following recommendation for the Kennewick Public Facilities District:

Barbara Johnson - Reappoint

Additional Applicant:
Colin Bates

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Feb 20, 16:05:18 GMT-0800 2018

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 01, 16:23:36 GMT-0800 2018

Attachments: Barbara Johnson

☐ Recording
Required?

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:
City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION		
Last Name Johnson	First Barbara	Date 1/29/2018
Street Address 3051 Riverbend Drive		
City Richland	State WA	ZIP 99354
Phone 509-539-7094	E-mail Address bajohnso@simon.com	
Board or Commission Kennewick Public Facilities District		

OCCUPATIONAL STATUS AND BACKGROUND
Columbia Center - General Manager - 29 Years Lived in the Tri-Cities since 1987
Kennewick Woman of the Year - 2011
Tri-Citizen of the Year - 2016

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?
I have over 28 years of experience in leading organizations in business and financial management, marketing & public relations and have a proven track record of success in my field of shopping center managers as one of SIMON's top performers. I have served on the Kennewick Public Facilities District Board since its inception and have had the privilege to work with the City to create common goals. I believe the City and the KPFD Board have worked well to create the future vision for the campus and would like to continue to be part of the team that brings the Vista Field Development and the one day future expansion of the Convention Center and Toyota Center to leave a lasting legacy for future generations to enjoy.

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS
Columbia Center Rotary - Past President Kennewick Public Facilities District - Board Chair, Treasurer
TRIDEC - Board Member, Past Treasurer

VOLUNTEER EXPERIENCE
United Way - Campaign Chairperson
Domestic Violence Services - Fundraiser Boys & Girls Club - Mentor
Columbia Center Rotary

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

Interested in seeing the continued success of the Three River's Convention Center and the continued economic impact that the entire Three River's Campus has on the City, its Citizens and the community.

EXPERIENCES RELATED TO POSITION APPLIED FOR

Kennewick Public Facilities District - Board Member

Columbia Center Rotary President

Visit Tri-Cities Board Member - Convention & Tourism Business

Tridec - Board Member & Treasurer - Economic Development

WHY ARE YOU SEEKING APPOINTMENT?

I believe in a strong economic development plan for the community and the future development of the Vista Entertainment District will continue to make the City of Kennewick a desirable place to live and work. It will also continue to help the City grow their revenue through the continued development of tourism, conventions and entertainment and attract new business to Vista Field.

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

No

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

Knowledge of the operations of the facilities and State Laws regarding Public Facilities Districts. Passion to see the Three Rivers Entertainment District flourish and grow to the

benefit of the City of Kennewick and community.

PERSONAL REFERENCES

Kris Watkins - President & CEO Visit Tri-Cities - 735-8486

Carl Adrian - President TRIDEC - 735-1000

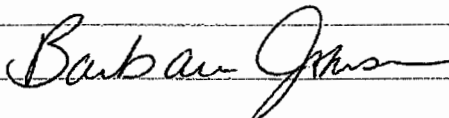
Sondra Wilson - President Travel Leaders - 948-0883

Ron Hue - Past President, Columbia Center Rotary 948-0781

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date

1/29/18

Council Agenda Coversheet



Agenda Item Number	3.i.	Council Date	03/06/2018
Agenda Item Type	Boards and Commissions		
Subject	Parks and Recreation Commission		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council make one new appointment to the Parks and Recreation Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Linda Britain to the Parks and Recreation Commission.

Summary

The Parks and Recreation Commission had a opening due to the recent resignation of Kyla Bennet.

The Council Interview Committee recently conducted interviews and make the following recommendation for the Parks and Recreation Commission:

Linda Britain - Appoint

Additional Applicants:

Colin Bates

Gary Earp

John Parker

Leo Perales

Alternatives

None

Fiscal Impact

None

Through

Jackie Aman
Feb 20, 16:12:29 GMT-0800 2018

Dept Head Approval

City Mgr Approval

Marie Mosley
Mar 01, 16:24:09 GMT-0800 2018

Attachments: Linda Britain

☐ Recording
Required?

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:
City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION

Last Name Britain

First Linda

Date 02/07/18

Street Address 6010 West Okanogan Loop

City Kennewick

State WA

ZIP 99336

Phone 509-531-4057

E-mail Address lbritain@hotmail.com

Board or Commission Parks & Recreation Commission

OCCUPATIONAL STATUS AND BACKGROUND

Medical Practice Administrator for Tri-City Neurology - 16 yrs: Background: Management, HR, Finances, Project Coordinator

I have over 23 years experience as a Certified Group Fitness Trainer @ Tri-City Court Club/Village Health Club for Women

Teaching multiple fitness classes such as aerobic, step, kick boxing, Indoor biking, roller blading, hiking...

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

I am passionate about contributing to Kennewick, its community and future direction of P&R in a positive way. I have a "can do attitude". I am open minded and believe in listening to both sides as well as all options before making important decisions. One of my strengths is being a team player as well as stepping up and taking a leadership role when necessary.

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

Tri-Cities Practice Management Group

Washington State Management Group Medical Association

VOLUNTEER EXPERIENCE

Kennewick Senior Center Advisory Team 1.5 years

Kennewick Community Center Team Public Liason 6 months

Packing Care boxes for Service Men who are deployed

Girl Scouts

Boy Scouts

Play Ground of Dreams

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

The future of P&R is moving in an exciting direction and has been over the last 5-7 years. This is an opportunity to serve my community and contribute in a productive, positive way. I have met most of the commissioners as well as P&R staff and have been impressed by their work and professionalism. If given the opportunity, it would be a honor working with them.

EXPERIENCES RELATED TO POSITION APPLIED FOR

I work in a small medical practice where I've utilized my skills as an administrator to create a thriving, profitable business. I bring a Mother's perspective, throughout my life, my kid's and grandkid's lives, we have utilize and benefited from Kennewick's P&R's facilities, programs and activities for generations. My Group fitness instructor background has given me invaluable lessons and experience from the public and what they expect and want to experience in fitness classes and activities.

WHY ARE YOU SEEKING APPOINTMENT?

I love Kennewick and want to see our city succeed and be apart of acheiving that goal. I'd like the opportunity to serve my community in an active and positive role. It would be an honor to make contributions to our community that improves their quality of life and makes a difference in how they live in and view our city. I actively support and have been positively impacted by the decisions this board has made in the past such as the Carousel, Playground of Dreams.

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

No

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

I am interested in seeing Kennewick succeed and Parks & Recs grow & expand with the city. My background in administration and management has given me the skills in leadership, project management and the importance of being a team player. Having a fitness background and utilizing different areas P&R's my entire life also gives me a community members perspective. I will be committed to following through with projects, assignments and attending commission and committee meetings.

PERSONAL REFERENCES

Sharon Brown

Steve Young

Don Britain

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.



Signature

Date 2/7/18

Council Agenda Coversheet 	Agenda Item Number	3.j.	Council Date	03/06/2018	Consent Agenda	☒	
	Agenda Item Type	Boards and Commissions				Ordinance/Reso	☐
	Subject	Planning Commission				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	City Manager					

Recommendation

Staff recommends that Council make one new appointment and one reappointment to the Planning Commission.

Motion for Consideration

I move to accept the recommendation of the Interview Committee and appoint Thomas Helgeson and reappoint Anthony Moore to the Planning Commission.

Summary

The Planning Commission had two openings. One due to Anthony Moore's term expiring and one due to Fraser Hawley's recent resignation. Anthony Moore reapplied.

The Council Interview Committee recently conducted interviews and makes the following recommendation for the Planning Commission:

Thomas Helgeson - Appoint
Anthony Moore - Reappoint

Additional Applicants:

Colin Bates
Gary Earp
John Parker
Leo Perales

Alternatives

None

Fiscal Impact

None

Through	Jackie Aman Feb 20, 16:18:07 GMT-0800 2018	Attachments: 
Dept Head Approval		
City Mgr Approval	Marie Mosley Mar 01, 16:24:39 GMT-0800 2018	

☐ Recording Required?

CITY OF KENNEWICK

Application for Board/Commission Position

Please return completed application to:
City of Kennewick
Jackie Aman
P.O. Box 6108
Kennewick, WA 99336



APPLICANT INFORMATION

Last Name **Moore**

First **Anthony**

Date **01/30/2018**

Street Address **1211 West 21st Avenue**

City **Kennewick**

State **WA**

ZIP **99337**

Phone **509-554-4425**

E-mail Address **utam624@yahoo.com**

Board or
Commission **Planning Commission**

OCCUPATIONAL STATUS AND BACKGROUND

Full time employee with Indian Eyes, LLC. as a Personnel Security Project Manager. A service member with the United States Navy Reserve. Currently serving as a City of Kennewick Planning Commissioner and seeking re-appointment.

WHAT UNIQUE QUALITIES OR ATTITUDE WILL YOU BRING TO THIS POSITION?

Have the ability to work independently and prioritize heavy workloads; unique understanding of people, great source of knowledge, and sound professional; dedicated manager, positive and confident leader, has superior rapport with Executives; Project oriented, sticking to a task until complete with leadership and coordination; successful in learning and comprehending new systems and methods.

COMMUNITY RELATED ACTIVITIES/ORGANIZATIONAL AFFILIATIONS

Current member with the City of Kennewick Planning Commission since 2014

VOLUNTEER EXPERIENCE

City of Kennewick Planning Commissioner since 2014; United States Navy Reserve; City of Kennewick youth sports programs

WHAT INTERESTS YOU ABOUT THIS BOARD/COMMISSION?

Currently serving in the position I am applying for and seeking reappointment to the City of Kennewick Planning Commission.

EXPERIENCES RELATED TO POSITION APPLIED FOR

Familiarity with processes, recent change of zone requests for historical purposes, as well as familiar with the City of Kennewick Comprehensive Plan.

WHY ARE YOU SEEKING APPOINTMENT?

Seeking appointment in order to maintain continuity with the City of Kennewick and serve the community that I live in today and make it better for tomorrow.

TO THE BEST OF YOUR KNOWLEDGE, WOULD ANY CONFLICT OF INTEREST BE CREATED AS A RESULT OF YOUR APPOINTMENT??

No conflict of interest

WHAT MAKES YOU A GOOD CHOICE FOR THIS BOARD/COMMISSION?

Re-appointment to the City of Kennewick Planning Commission would benefit the City in order for there to be continuity and the historical base on where the Comprehensive plan has been and where it is going in the future.

PERSONAL REFERENCES

Barb Smetana - 509-551-5566

Jeff Mount - 805-797-7228

Jim Halloran - 650-477-7473

DISCLAIMER AND SIGNATURE

As an applicant for the above appointed position, I understand that this application and supporting documents may be made available for public inspection, including inspection by members of the press and media.

Signature



Date

2/30/2018

Jackie Aman

From: noreply@civicplus.com
Sent: Tuesday, January 30, 2018 10:32 AM
To: Jackie Aman
Subject: Online Form Submittal: Boards and Commissions Application

Boards and Commissions Application

First Name Thomas

Last Name Helgeson

Date 1/30/2018

Address 3813 W 46th Avenue

City Kennewick

State WA

Zip Code 99337

Phone Number 5095862435

Email Address thomas.j.helgeson@gmail.com

I am interested in serving on the following Commission Block Grant Advisory Committee, Planning Commission

Occupational Status and Background Senior Project Manager and Office Principal at HDR Engineering, Pasco I am a registered professional engineer in the state of Washington, specializing in municipal and private utility system engineering. I have over 23 years of engineering experience coupled with 15 years in finance and accounting. As Office Principal for the Pasco office of HDR, I am responsible for all facets of running the local operation and maintaining customer service throughout southeastern Washington.

What unique qualities or attitude will you bring to this position? I have a varied professional experience that includes finance, accounting and engineering. My employment experience includes tenure as City Engineer for a mid-sized central Florida city. As City Engineer, one of my major responsibilities was coordination with development review and planning/zoning issues, including staff liaison activities with the Board and City Commission. This combination of municipal experience,

	financial knowledge and engineering practicality provides a balanced, yet enthusiastic approach to the value provided by local government as it supports strategic objectives.
Community Related Activities/Organizational Affiliations	Member of Tri-Cities Regional Chamber of Commerce, Pasco Chamber of Commerce
Volunteer Experience	Former president of the Florida Water Environment Association, Speaker of the House of Delegates for the Water Environment Federation Member of the Winter Springs (FL) Oak Forest Wall & Beautification District
What interests you about this Board/Commission?	I feel that public service is one of the highest callings and the opportunity to provide meaningful value to critical planning functions in my home town is one of my personal goals. During my time in Kennewick (~8 years), I have found the City to function at a very high level from a strategic and operational standpoint - a quality organization that I would be proud to serve.
Experiences related to position applied for	Experience in municipal government, civil engineering and financial management
Why are you seeking appointment?	To serve the community while utilizing my life skills and experiences to the advantage of others
To the best of your knowledge, would any conflict of interest be created as a result of your appointment?	As a practicing engineering consultant, it is possible that certain items could arise that might be perceived as conflicts of interest. If that case arises, it would be appropriate to recuse myself from that issue and I would do so. That said, these are advisory roles (as opposed to quasi-judicial), so it is unlikely that a problematic conflict of interest would arise.
What makes you a good choice for this Board/Commission?	Good planning recommendations must consider the context in which they arise. I possess very strong critical thinking skills combined with focus and attention to detail that would benefit the Commission/Committee and, as a result, the policy making role of the City Council
Personal References	Dave Zabell, City Manager, Pasco (zabell@pasco-wa.gov) Bruce Beauchene, City of Kennewick (bruce.beauchene@ci.kennewick.wa.us)
Disclaimer and Electronic Signature Agreement	I Agree
Electronic Signature	Thomas J Helgeson

Email not displaying correctly? [View it in your browser.](#)

Council Agenda Coversheet



Agenda Item Number	3.k.	Council Date	03/06/2018
Agenda Item Type	Contract/Agreement/Lease		
Subject	City Facilities HVAC Services		
Ordinance/Reso #		Contract #	18-003
Project #	RFB18-002	Permit #	
Department	Employee & Community Relations		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That City Council award, and authorize the City Manager to sign, Contract 18-003, HVAC Maintenance and Repair Services to Apollo Heating and Air Conditioning, in the base amount of \$355,981.03 over five years.

Motion for Consideration

I move that City Council award, and authorize the City Manager to sign, Contract 18-003, HVAC Maintenance and Repair Services to Apollo Heating and Air Conditioning, in the base amount of \$355,981.03 including all applicable taxes over five years.

Summary

One bid was received on February 14, 2018 at 2:00 p.m., as listed below, including applicable taxes:

Apollo Heating and Air Conditioning - \$355,981.03

Engineer's Estimate - \$358,931.15

This five year contract (two year initial contract period, and up to three, one year renewals) is for providing Heating, Ventilation and Air Conditioning (HVAC) Systems Maintenance and Repair Services on forty City of Kennewick facilities including the Toyota Center and Toyota Arena. The contract includes two scheduled annual preventative maintenance services, six filter changes, belt replacements on all equipment, plus additional HVAC repairs or replacement work throughout the contract period on a time and materials basis per the City's discretion as budgeted.

Apollo Heating and Air Conditioning (Apollo) has held the current contract since 2012, and prior contracts from 2008 and 2003, respectively. The service Apollo has provided over the past years has been satisfactory, and staff recommends award.

Alternatives

None recommended

Fiscal Impact

Budget: Costs for this contract are appropriated under various facility maintenance line items: City Facilities/Parks Facilities 001.114.576; 401.010 Water/Sewer; 001.120.572 - Library; Toyota Center/Arena - paid out of their operations.

Through

Jon Correio
Feb 26, 08:42:47 GMT-0800 2018

Dept Head Approval

Terry Walsh
Feb 26, 09:46:24 GMT-0800 2018

City Mgr Approval

Marie Mosley
Mar 02, 09:20:48 GMT-0800 2018

Attachments:

☐ Recording
Required?

Council Agenda Coversheet 	Agenda Item Number	3.I.	Council Date	03/06/2018	Consent Agenda	☒	
	Agenda Item Type	General Business Item				Ordinance/Reso	☐
	Subject	Opportunity Zone Request Letter				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Employee & Community Relations					

Recommendation

Authorize the Mayor to sign a letter to the Governor requesting designation of Census tracts 109.01 and 113 as Qualified Opportunity Zones.

Motion for Consideration

I move to authorize the Mayor to sign a letter to the Governor requesting designation of Census tracts 109.01 and 113 as Qualified Opportunity Zones.

Summary

The new Tax Cuts and Jobs Act, signed into federal law in December, creates Qualified Opportunity Zones, a tool for promoting long-term (the program has a 10-year shelf-life in the law) investment in low-income neighborhoods. Investors are provided tax benefits for investing capital gains in qualified census tracts – and certain tracts adjacent to low-income tracts, an enticement meant to spur upwards of billions in new investments. Governors have until March 22, 2018, to submit their tracts to the Secretary of the Treasury for a 30-day 'consideration period' leading to certification as Qualified Opportunity Zones. Staff recommends a letter to Governor Inslee requesting designation of two tracts in Kennewick that may benefit from such status.

In tract 109.01, encompassing Vista Field (River to Clearwater, Columbia Center Blvd to Union), 38% of residents live below poverty, and the unemployment rate is 8.7%. Additionally, the 44% of residents who are living below poverty in tract 112 (Canal Dr to 10th, Vancouver to Washington), which has a 14.1% unemployment rate, would benefit from development in the adjacent tract 113 (Bridge to Bridge, River to Canal). Given the city's partnership with the Port of Kennewick and development potential in both areas, additional investment would spur diverse employment opportunities, affordable housing, and economic benefits for the neighborhoods and entire region.

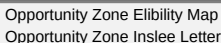
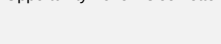
While the criteria to secure "Opportunity Funds" for projects in zones has not been created by federal government yet, these two Census tracts meet eligibility requirements, as well as both City Council's "Opportunity Center" priorities and the intent of the Opportunity Zone provision in the Tax Cuts and Jobs Act. There is no commitment that accompanies the letter requesting Governor Inslee consider these two census tracts as Qualified Opportunity Zones.

Alternatives

Let the Governor determine which, if any, Qualified Opportunity Zones are designated throughout the state.

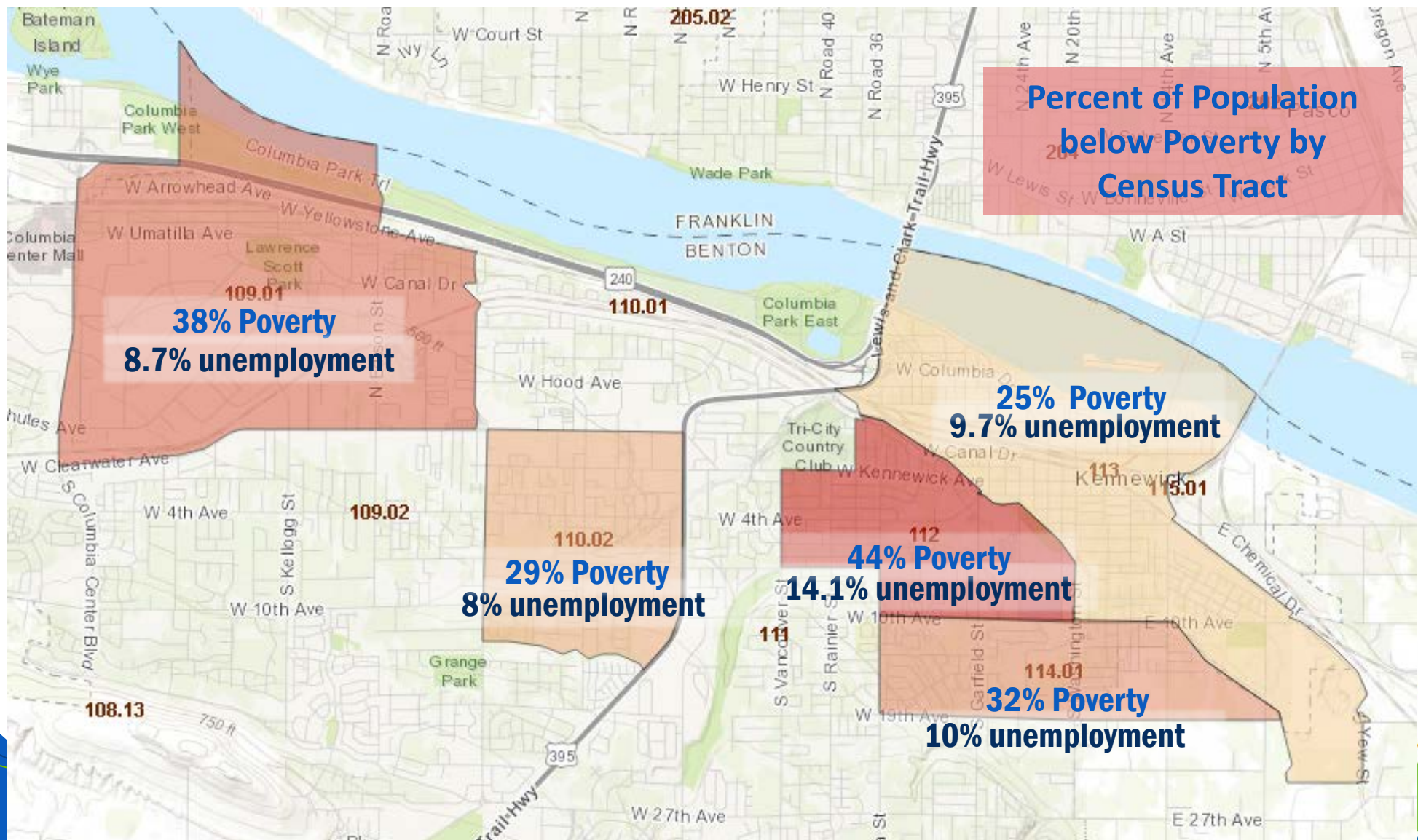
Fiscal Impact

\$0

Through	Emily Estes-Cross Mar 01, 11:36:12 GMT-0800 2018	Attachments:  
Dept Head Approval	Terry Walsh Mar 01, 12:19:40 GMT-0800 2018	
City Mgr Approval	Marie Mosley Mar 01, 16:40:28 GMT-0800 2018	

☐ Recording Required?

Opportunity Zone Eligibility



Leading the Way



March 6, 2018

The Honorable Governor Jay Inslee
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002

Dear Governor Inslee:

It's with significant forethought that the City Council of Kennewick requests your consideration of Qualified Opportunity Zone designation in Kennewick. We are prepared to foster and initiate projects that create job opportunities and economic development investment in census tracts that meet the criteria identified in the new Tax Cuts and Jobs Acts.

For your consideration, 38% of residents in Census tract 109.01 live below poverty, and the unemployment rate is 8.7%. This tract contains more than 100 contiguous acres of land owned by the Port of Kennewick, which is initiating a mixed use development this year that will accommodate employment opportunities, affordable housing, and economic benefit for the neighborhood and entire region.

Additionally, the 44% of residents who are living below poverty in tract 112, which has a 14.1% unemployment rate, would benefit from development in the adjacent tract 113. Although high density multifamily residential in tract 112 makes it difficult to accommodate commercial growth, just blocks away, tract 113 is already an active redevelopment focus for the City and Port of Kennewick. Additional investment would spur mixed use development that positively impacts the entire area. At the intersection of our history and our future, this area is as diverse in its demographic makeup as it is in its capacity for commercial industry employment offerings.

The City is partnering with the Port on infrastructure, development and advancement in both tracts 109.01 and 113, and additional Opportunity Fund investment would help low-income residents realize the benefits sooner. If you would include tracts 109.09 and 113 in your Opportunity Zone certification request to the Secretary of Treasury prior to their March 22nd deadline, we are poised to make the most of the designation.

We encourage your office to contact City Manager Marie Mosley (509.585.4251) and/or Economic Development & Tourism Director Emily Estes-Cross (509.585.4258) to discuss our commitment to capitalizing on these and all opportunities to assist our citizens.

Sincerely,

Don Britain
Mayor

Council Agenda Coversheet



Agenda Item Number	3.m.	Council Date	03/06/2018
Agenda Item Type	Contract/Agreement/Lease		
Subject	2017 City-Wide Pedestrian Improvements		
Ordinance/Reso #		Contract #	P1613-17
Project #		Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

The City Council increase the authorized amount of Contract P1613-17 (2017 City-Wide Pedestrian Improvements) by \$41,481.00, to a revised total amount of \$355,599.95.

Motion for Consideration

I move to increase the total amount of Contract P1613-17 (2017 City-Wide Pedestrian Improvements) to \$355,599.95.

Summary

On November 11, 2017 the Council awarded the 2017 City-Wide Pedestrian Improvements project to Ray Poland & Sons, Inc. in the amount of \$283,744.50, plus a 10% construction contingency amount of \$28,374.45, for a total amount of \$312,118.95. During construction, staff has added several sidewalk trip hazard sites to the contract, staying within the authorized contingency amount.

Public Works was asked by our Risk Management Coordinator to consider adding in 6 additional sites that will be reimbursed through our risk management fund and some private insurance companies. Our contractor has submitted a quote of \$41,481.00 (attached) to perform this work, which is significantly less than previous quotes obtained by our Risk Management Coordinator for this insurance work

Staff desires to include and accomplish this additional work in our current contract, and this requires increasing the authorized contract amount by an additional \$41,481.00, for a revised total amount of \$353,599.95.

Alternatives

Do not increase the contract amount.

Fiscal Impact

The contract budget is \$546,220. This increase is still well within the project budget.

Through

Bruce Mills
Feb 27, 13:06:01 GMT-0800 2018

Dept Head Approval

Cary Roe
Feb 27, 13:17:26 GMT-0800 2018

City Mgr Approval

Marie Mosley
Mar 01, 16:42:25 GMT-0800 2018

Attachments: Change Order - P1613-17

☐ Recording
Required?

P.O. BOX 6772
503 W COLUMBIA DRIVE
KENNEWICK, WA 99336



WWW.RPSINGCO.COM
(509) 586-2158
FAX: (509) 585-0244

GENERAL CONTRACTOR
RAYPOS243JE

Change Order

PROPOSAL SUBMITTED TO	PHONE	DATE
City of Kennewick	509-585-4289	2/12/2018
STREET	JOB NAME	
1010 E Chemical Drive	2017 City-Wide Pedestrian Improvements	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Kennewick, WA 99336	Various throughout the city	

We hereby submit the following change order for:

CHANGE ORDER # 3

The repairs of various locations per drawings supplied by COK titled Insurance Repairs 1 thru 6. Dated 2-5-18 by K Glover. Prices are only good for doing all of the work as a total change order to the contract.

Site 1: SW Corner 19th Ave & Olympia St.	\$ 1,785.00
Site 2: SW Corner Kellogg St & Clearwater Ave.	\$ 5,595.00
Site 3: NW Corner Columbia Dr. & Fruitland St.	\$ 8,615.00
Site 4: Kellogg St. south of 10th Ave.	\$ 1,950.00
Site 5a,b,c: Volland St. & Canal Dr.	\$ 15,885.00
Site 6: NE Corner 27th Ave. & Olympia St.	\$ 7,651.00

Total \$ 41,481.00

TOTAL THIS CHANGE ORDER \$41,481.00

We Propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

Forty one thousand four hundred eighty one dollars and 00 cents.

Dollars \$ **\$ 41,481.00**

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

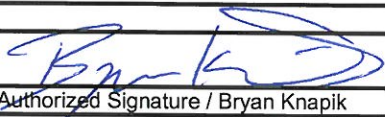
Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Change Order - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____


Authorized Signature / Bryan Knapik

Council Agenda Coversheet	Agenda Item Number	6.a.	Council Date	03/06/2018	Consent Agenda	☐
	Agenda Item Type	Resolution			Ordinance/Reso	☒
	Subject	Utility Easement Vacation - 520 S. Garfield Street			Public Mtg / Hrg	☒
	Ordinance/Reso #	18-06	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

Staff recommends that Council consider the request to vacate a 10' utility easement located at 520 S. Garfield Street.

Motion for Consideration

I move to adopt Resolution 18-06.

Summary

Notice of the March 6, 2018 public hearing to consider the request to vacate a 10' utility easement was published in the Tri-City Herald on Saturday, February 24, 2018.

Meier Architecture & Engineering is requesting on behalf of St. Joseph's Catholic Church the vacation of a 10' utility easement. St. Joseph's is pursuing the development of a 13,700 sq ft parish office and reception building at the southeast corner of the property. The new building will be located approximately 20 feet from the right of way. Through title work it was discovered that there is an existing 10' utility easement, AFN 220186 located directly under the east side of the proposed building. The vacation will allow full optimization of the property.

Affected utilities and City staff have reviewed and have no objections to the proposed vacation.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bruce Mills Mar 01, 14:09:55 GMT-0800 2018	Attachments: ☐ Deed ☐ Resolution ☐ Drawing
Dept Head Approval	Cary Roe Mar 01, 17:16:01 GMT-0800 2018	
City Mgr Approval	Marie Mosley Mar 02, 09:35:48 GMT-0800 2018	

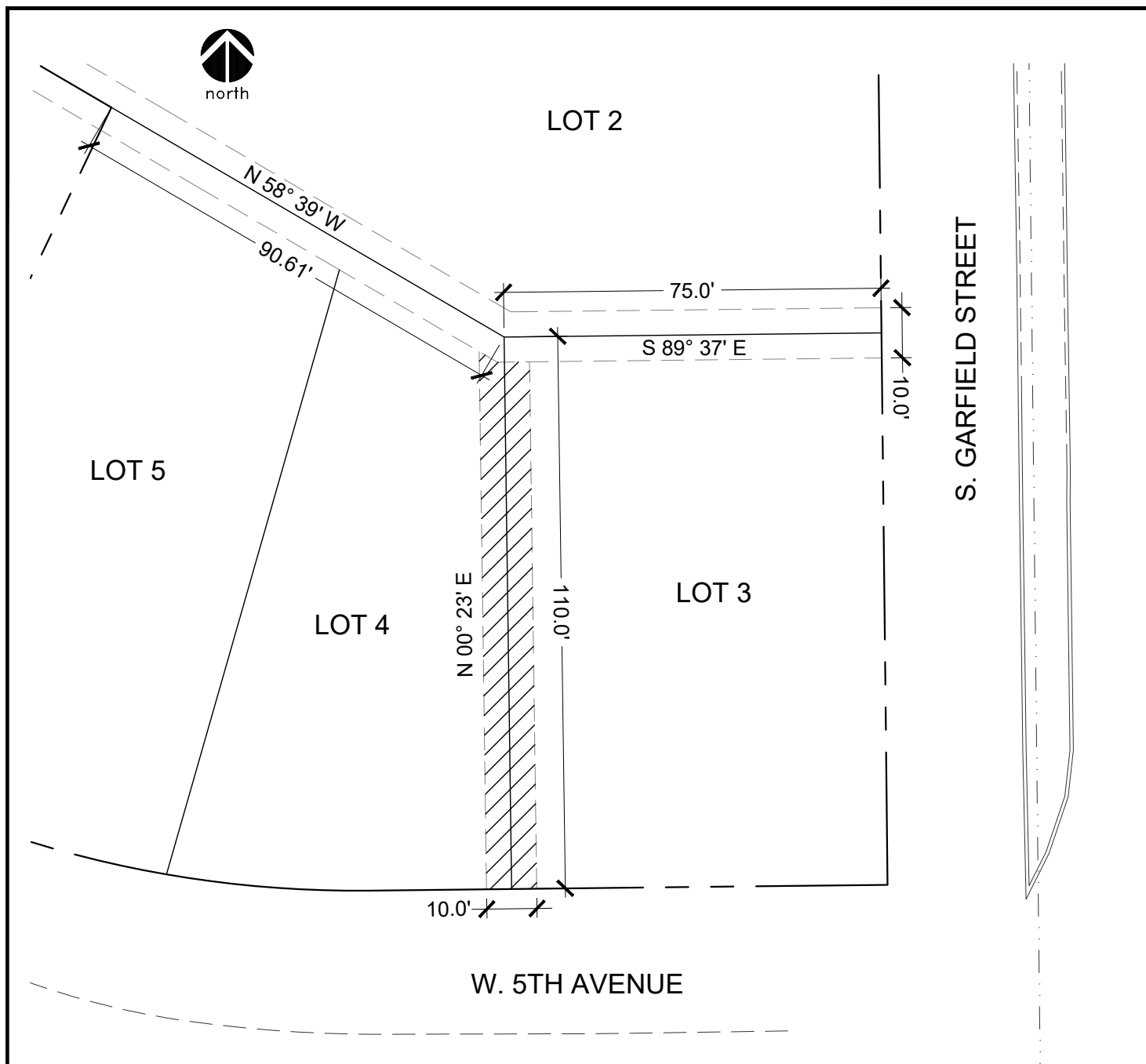
☒ Recording Required?

City of Kennewick
PO Box 6108
Kennewick, WA 99336

Tax Parcel ID # 1-0189-301-1105-004
Location: 520 S. Garfield Street

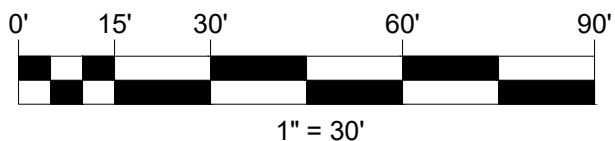
Sidelines to be shortened or lengthened to intersect a line that is 5.00 feet south and parallel to the north line of said Lot 3 and said Lot 4. Said easement contains 1050 square feet more or less,

Notary Public in and for the State of
Washington residing at _____
My Commission Expires: _____



NOTES

1. LOT NUMBERS, LINES, BEARING AND DISTANCES ARE BASED ON AMENDED PLAT OF BLOCKS 1-2-3-4 ANDERSON ADDITION.
2. LOTS REPRESENTED ARE WITHIN PARCEL: 1-0189-301-1105-004



NOT FOR CONSTRUCTION



12 W. Kennewick Ave.
Kennewick, WA 99336

P: 509.735.1589
F: 509.783.5075

EASEMENT VACATION EXHIBIT

SCALE 1" = 30'

DRAWN FJM

APPROVED JEI

DATE 2/5/2018

DWG. NO.

EXHIBIT

JOB NO: 7821

REF DWG: _____

CITY OF KENNEWICK
RESOLUTION NO. 18-06

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A
PORTION OF CERTAIN UTILITY EASEMENT LYING WITHIN 520 SOUTH
GARFIELD STREET

WHEREAS, the Corporation of Catholic Bishop Yakima has requested the vacation of certain utility easements located on its property; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice has been published on February 24, 2018, that a public hearing would be held on this date concerning disposal of this property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that property originally acquired for the purpose of utility easement and described as follows:

Assessor's property tax parcel acct. #1-0189-301-1105-004:

A 10.00 foot wide utility easement being a portion of Lot 3 and Lot 4, Block 1, amended plat of blocks 1-2-3-4, Anderson Addition which lies in the southwest quarter of Section 1, Township 8 North, Range 29 East, W.M., Kennewick, Benton County, Washington; lying 5.00 feet on both sides of the following described centerline:

Beginning at the southwest corner of said Lot 3, thence North 00°23' East for 105.00 feet to the terminus of said centerline.

Sidelines to be shortened or lengthened to intersect a line that is 5.00 feet south and parallel to the north line of said Lot 3 and said Lot 4. Said easement contains 1050 square feet more or less,

is hereby found to be surplus to the City's needs and not required for the providing of continued services; and

BE IT FURTHER RESOLVED that the consideration to be paid for the release of this easement shall be \$50.00; and

BE IT FURTHER RESOLVED that the Mayor of the City of Kennewick is authorized to deed by quit claim to the Corporation of Catholic Bishop Yakima the above-described easement and deliver the same upon payment.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6th day of March, 2018, and signed in authentication of its passage this 6th day of March, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 18-06 filed and recorded in the
office of the City Clerk of the City of Kennewick,
Washington, this 6th day of May, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

Council Agenda Coversheet 	Agenda Item Number	7.a.	Council Date	03/06/2018	Consent Agenda	☐
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	IAFF Collective Bargaining Agreement			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☒
	Project #		Permit #		Quasi-Judicial	☐
	Department	Employee & Community Relations				

Recommendation

Staff recommends that City Council approve and authorize the Mayor and City Manager to sign the proposed 2017-2019 collective bargaining agreement between the City of Kennewick and the International Association of Firefighters, Local #1296.

Motion for Consideration

I move that City Council approve and authorize the Mayor and City Manager to sign the proposed 2017-2019 collective bargaining agreement between the City of Kennewick and the International Association of Firefighters, Local #1296.

Summary

The previous collective bargaining agreement between the City and the IAFF expired on December 31, 2016. The parties were unable to reach a voluntary agreement on a successor contract and proceeded to interest arbitration in October/November 2017. On February 6, 2018, the arbitrator issued a binding arbitration award with the following economic terms:

Term of agreement: Three years, from 2017 through 2019.

Base wages: 3% increase on January 1, 2017, 3% increase on January 1, 2018, and 2.4% increase on January 1, 2019.

Captain and Administrative Captain wages: 3% increase on January 1, 2017.

Battalion Chief wages: 1% increase for first-year Battalion Chiefs on January 1, 2017.

Specialty pay: Employees receive 4.2% for two or more specialties (previously capped at 2.1% regardless of number).

Medical insurance: Employees transitioned to HealthFirst \$250 effective January 1, 2018; employees pay 5% of the cost of their medical insurance premiums instead of a fixed rate.

Sick leave: 24 hours/month for first three years; 12 hours/month ongoing (previously 24 hours/month if under 1,000 hours).

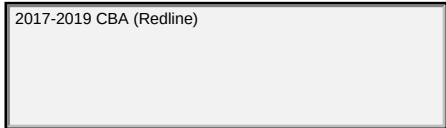
Sick leave buyout: Employees buyout 25% of their balance up to 1,664 (previously 25% of 1,008).

Alternatives

None recommended.

Fiscal Impact

The projected increase to compensation is \$1,450,000 over three years, or \$3,059 per employee annually, and an additional \$190,000 in wages for company officers. There are projected savings from decreased sick leave accrual with potential costs from increased buyout of unused sick leave. With the savings from changing health insurance, the total projected economic impact is within the parameters used to generate the City's 2017/2018 final budget as approved by City Council.

Through	Corey Osborn Mar 01, 11:18:30 GMT-0800 2018	Attachments:  ☐ Recording Required?
Dept Head Approval	Terry Walsh Mar 01, 12:17:48 GMT-0800 2018	
City Mgr Approval	Marie Mosley Mar 02, 09:32:29 GMT-0800 2018	

2017 – 2019
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE CITY OF KENNEWICK

AND

**THE KENNEWICK FIRE FIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296**

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201⁷ – 201⁹
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF KENNEWICK
AND
THE KENNEWICK FIRE FIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1296

This Agreement made and entered into by and between the City of Kennewick, Washington, hereinafter referred to as the "City", and the International Association of Fire Fighters, Local #1296, hereinafter referred to as the "Union", respectfully has as its purpose the setting forth of the Agreement between the parties on matters relating to wages, hours and working conditions and the promotion of mutual understanding between the parties.

WITNESSETH:

The City and the Union recognize that harmonious relations should be maintained between the City and the Union for the benefit of the public. All will benefit by continuous peace and by adjusting any differences which may arise by rational common sense methods.

ARTICLE 1
TERM AND SCOPE OF AGREEMENT

Section 1.1 This Agreement shall be and hereby does become effective January 1, 201⁷, and shall remain in full force and effect to and including December 31, 201⁹. To amend this contract, either party shall notify the other on or before May 1, 201⁹ of its desire to terminate or amend the same. Termination or amendment of the same shall be effective January 1 of the following year. The proposed changes, which shall constitute the subject of the negotiations for amendment, shall accompany each notice of such termination or amendment. This Agreement shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive unless mutually agreed upon by both parties. The parties acknowledge that each party has had the right and opportunity to make demands and proposals with respect to any matter which is a proper subject of collective bargaining. The results of the exercise of that right are set forth in this Agreement.

Neither party waives the right to open discussions on any subject during the life of this Agreement. It is expressly understood that these discussions are not subject to the Impasse Procedures provided in RCW 41.56.

Section 1.2 It is understood and agreed that if, during the term of this Agreement, mandatory laws applicable to and in conflict with any of the provisions hereof shall become effective and thereafter govern the parties in respect to such conflicting provisions, then and in that event, this Agreement shall be subject to revisions by mutual agreement of the parties hereto covering changes in the provisions which conflict.

Section 1.3 It is understood by both parties that the terms of this Agreement shall be applicable to all full-time regular fire fighters except the Fire Chief, Operations Chief, Deputy Chief and Administrative 40-hour per week employees whose duties and/or job descriptions are similar to other City employees in non-fire related occupations.

Section 1.4 This document constitutes agreements on negotiable items and no verbal statements made prior to execution hereof shall supersede any of the provisions contained herein.

ARTICLE 2
UNION MEMBERSHIP/SECURITY

Section 2.1 All full-time regular employees of the Fire Department of the City coming within the classifications covered by this Agreement shall, as of this date, be required to share in the cost of maintaining and operating the Union as their collective bargaining agent. The right of non-association of employees based on bona fide religious beliefs of the employee is safeguarded. Such employees shall pay an amount of money equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission ("PERC") shall designate the charitable organization.

The foregoing provisions shall not be construed as denying the City the right to select any new employee subject to Civil Service Rules and Regulations. Further, the City shall have the right to select and/or retain any supervisory employees as described in Article 1, Section 1.3, regardless of whether such supervisor shall become a member in good standing of the Union or contribute any amount of money equal to the monthly Union dues. Further, nothing contained in this Section shall be construed to apply to employees with less than six (6) months continuous employment.

Section 2.2 The City will deduct membership dues, or in the case of non-union employees, the costs that are authorized by Section 2.1 above, and will pay them to the Local #1296, from the wages of all employees who in writing have authorized the City to do so, and 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 occurs first.

The City shall have no obligation to deduct the dues or costs of any employee whose net pay for the payroll period, after all of the deductions, is insufficient to cover the amount of the dues or costs for the particular period. The Union shall not hold the City responsible for any loss of dues or costs resulting from insufficient net pay for any employee. The Union agrees to refund to the City any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken by the Employee or Union under the provisions of Section 2.2. Monthly dues will be divided between the two pay periods.

Section 2.3 The City shall furnish bulletin board space for the use of the Union for posting Union announcements and data. Any announcements or notices found objectionable by the Fire Chief or the City Manager shall be removed, except this shall not be done in an arbitrary manner.

82 The Union shall take full responsibility for the content of any material placed on the
83 bulletin board, agreeing to indemnify and hold the City harmless against any and all
84 claims, suits, orders or judgments brought or issued against the City as a result of any
85 material so posted.

86
87 Section 2.4 Upon request, the Union agrees to furnish the City with an up-to-date list of
88 all its Union Officers and Negotiating Committee Members. The Union also agrees to
89 immediately notify the City in writing of any and all changes thereto.

90
91 Section 2.5 Union activities shall not interfere with Fire Department operations. Neither
92 the City nor the Union shall interfere with the right of the employees covered by this
93 Agreement to become or not become members of the Union, and there shall be no
94 discrimination against any such employees because of lawful Union membership or
95 non-membership activity or status.

ARTICLE 3
CITY SECURITY

Section 3.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of fire related services. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not engage in any work stoppage, strike or slowdown while on duty.

Section 3.2 Because of the emergency nature of fire services, and the necessity for the protection of the lives and property of the citizens of the community, the City pledges not to cause a lock out of members of the bargaining unit.

ARTICLE 4
CLASSIFICATIONS

Section 4.1 The wage rates and positions of all full-time regular employees of the City of Kennewick Fire Department covered by the terms of this collective bargaining agreement shall be listed in Appendix "A" attached hereto. The Union may represent probationary employees during their probationary period, except that probationary employees may not appeal discharge under the terms of this Agreement; however, this does not constitute a waiver of applicable public law.

Section 4.2 When it is found necessary to add new classifications to the Fire Department, the City Manager and Fire Chief will establish an appropriate wage level and conditions of new classifications. If the classification falls within the Union bargaining unit, the City Manager and the Union shall reach an agreement on wages and conditions of said new classifications and said agreement to be subject to approval of the Union and the City Council.

Section 4.3 The City and the Union agree that they will not discriminate unfairly against any employee by reason of race, creed, color, sex, national origin, religious beliefs or marital status. Whenever words denoting the masculine gender are used in this Agreement, they are intended to apply equally to either gender.

ARTICLE 5
RECOGNITION

Section 5.1 The City is engaged in public service which requires continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed on both the City and the members of the Union.

Section 5.2 The Union agrees that its members, who are employees of the City, shall individually and collectively perform efficient work and services; and that they shall avoid and discourage waste of materials, time and manpower; that they shall use their influence and best efforts to protect the property of the City and its interest and to prevent loss of tools and materials; and that they shall cooperate with the City in promoting and advancing the welfare of the City and the service.

Section 5.3 The City retains the right to exercise discipline for just cause in the interest of good service and the proper conduct of its business provided that any regular employee (or his representatives) who has been laid off, disciplined or discharged, shall be advised of the reason or reasons for such action.

Section 5.4 The City retains the right to establish reasonable work rules and determine reasonable schedules of work and to establish the methods and processes by which work is to be performed.

Section 5.5 No member of the bargaining unit using reasonable judgment and actions shall be held personally liable for any damages or claims for same resulting from any act of commission or omission which may arise as a result of his or her employment by the City.

Section 5.6 The Union hereby pledges for itself and all of its members, the employees of the City, that they will continue to perform their work effectively and efficiently to the best of their ability and will continue to perform their work effectively and efficiently, as based on the performance of their peers.

ARTICLE 6
EMPLOYER'S RESPONSIBILITIES

Section 6.1 Subject to governing laws, all responsibilities and authorities held by the City at the present time, which are not included in this Agreement, shall remain in force, unchanged and unaffected in any manner by this Agreement. These responsibilities and authorities include, but are not limited to, the following:

6.1.1 To recruit, assign, transfer and promote members to the positions within the Department.

6.1.2 To suspend, demote, discharge or take other disciplinary actions against members for just cause.

6.1.3 To determine methods, means and personnel necessary for the Department operations.

6.1.4 To control the Department budget.

6.1.5 To take whatever actions are necessary in emergencies in order to assure the proper functions of the Department.

Section 6.2 Definition of Emergency. If in the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, floods or other similar catastrophes, the provisions of this Agreement may be suspended. However, all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

Should such an emergency arise, the local Union President shall be advised as soon as possible of the nature and expected duration of the emergency.

ARTICLE 7
GRIEVANCES AND ARBITRATION

Section 7.1 Union employee grievances or disputes which may arise shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition from a Union member, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist with a disagreement involving an interpretation or application of this Agreement or any other written agreement between the Union and the City, then the Union Grievance Committee shall, with or without the employee, present the grievance in writing to the Fire Chief within thirty (30) calendar days following the event giving rise to such grievance for adjustment. The written grievance will include at least a statement including the section of the agreement allegedly violated, the facts, and the remedy sought. If the written grievance is not presented in thirty (30) calendar days following the event of such grievance, the grieving party shall forfeit and waive such grieved rights. The Fire Chief will answer the Union grievance within fifteen (15) calendar days of the grievance being served on the Chief. If the decision is not satisfactory to the Union, the grievance shall be referred to the City Manager in writing within fifteen (15) calendar days, who will render a decision within fifteen (15) calendar days. If the decision is not satisfactory to the Union, the grievance shall be referred to arbitration in writing within fifteen (15) calendar days and submitted to a recognized arbitrator.

The parties shall attempt to agree upon an arbitrator within five (5) calendar 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 agree upon the Federal Mediation and Conciliation Service, the American Arbitration Association, PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for consideration. Either party may reject one (1) entire panel and request that a new panel be submitted by the same source. Once a source is agreed upon to provide a panel, the two parties will stay with that source unless both mutually agree to use another source.

In selecting an arbitrator from a five (5) member panel, the party requesting arbitration shall strike the first two names. The other party shall then strike two names. The remaining person shall be the arbitrator. In the event an odd-numbered panel of arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall strike the first two names, and the other party shall then strike two names. The party requesting arbitration shall then strike one name, and the other party shall strike one name. This process shall continue until only one name remains, and that person shall be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter from the Union and the City requesting that a time and place be set for the arbitration subject to the availability of the Union and City representatives. All hearings shall be conducted in Kennewick, Washington unless the parties mutually agree otherwise.

Failure to appeal the grievance within specified time limits will render the decision acceptable and not subject to further review. The cost of the arbitrator shall be borne equally by the City and the Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of presenting its own case. The arbitrator shall render his or her

238 decision based on the interpretation and application of the provisions of this Agreement.
239 The decision shall be final and binding upon the parties to the grievance.

240
241 Neither the arbitrator nor any person or persons involved in the grievance procedures
242 shall have the power to negotiate new agreements or to change any of the present
243 provisions of this Agreement.

244
245 Section 7.2 City grievances shall be settled in the following manner: If the City
246 determines a grievance does exist involving the interpretation or application of this
247 Agreement or any other written agreement between the Union and the City, then the
248 City shall present the grievance in writing to the President of the I.A.F.F. Local #1296
249 within thirty (30) calendar days following the event giving rise to such grievance for
250 adjustment. The written grievance will include at least a statement including the section
251 of the Agreement allegedly violated, the facts and the remedy sought. If the written
252 grievance is not presented in thirty (30) calendar days following the event of such
253 grievance, the City shall forfeit and waive such grieved rights. The I.A.F.F. President
254 will answer the City grievance within fifteen (15) calendar days of the grievance being
255 served on the President. If the decision is not satisfactory to the City, the grievance
256 shall be referred to arbitration in writing within fifteen (15) calendar days and submitted
257 to a recognized arbitrator.

258
259 The parties shall attempt to agree upon an arbitrator within five (5) calendar days after
260 the grievance is referred to arbitration. In the event the parties are unable to agree on
261 an arbitrator within the five (5) day period, the parties shall immediately agree upon the
262 Federal Mediation and Conciliation Service, the American Arbitration Association,
263 PERC or a mutually agreeable source, to submit a panel of five (5) arbitrators for
264 consideration. Either party may reject one (1) entire panel and request that a new panel
265 be submitted by the same source. Once a source is agreed upon to provide a panel,
266 the two parties will stay with that source unless both mutually agree to use another
267 source.

268
269 In selecting an arbitrator from a five (5) member panel, the party requesting arbitration
270 shall strike the first two names. The other party shall then strike two names. The
271 remaining person shall be the arbitrator. In the event an odd-numbered panel of
272 arbitrators exceeding five (5) is given to the parties, the party requesting arbitration shall
273 strike the first two names, and the other party shall then strike two names. The party
274 requesting arbitration shall then strike one name, and the other party shall strike one
275 name. This process shall continue until only one name remains, and that person shall
276 be the arbitrator. The Arbitrator shall be notified of his or her selection by joint letter
277 from the Union and the City requesting that a time and place be set for the arbitration
278 subject to the availability of the Union and City representatives. All hearings shall be
279 conducted in Kennewick, Washington unless the parties mutually agree otherwise.

280
281 Failure to exercise this option will render the decision acceptable and not subject to
282 further review. The cost of the arbitrator shall be borne equally by the City and the
283 Union on a fifty-fifty (50-50) basis, and each party shall be responsible for the cost of
284 presenting its own case. The arbitrator shall render his or her decision based on the
285 interpretation and application of the provisions of this Agreement. The decision shall be

286 final and binding upon the parties to the grievance. Neither the arbitrator nor any
287 person or persons involved in the grievance procedure shall have the power to
288 negotiate new agreements or to change any of the present provisions of this
289 Agreement.

ARTICLE 8
RIGHTS AND PRIVILEGES

Section 8.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement.

Section 8.2 The Chief of the Fire Department and the City may adopt rules and regulations for the operation of the Department and the conduct of its employees. Such rules shall not conflict directly or indirectly with the Union's rights to bargain any of the provisions of this Agreement, other written agreements between the parties, Civil Service regulations or an existing arbitration award or past practice without agreement of the Union.

ARTICLE 9
HOURS OF WORK

Section 9.1 The Fire Department schedule per year will be 108 shifts, or an approximate average of 49.8 hours per week shall constitute the standard work week, and 24 hours the standard work shift. The Fire Chief, subject to the approval of the City Manager, shall establish appropriate work shifts (commencing at 8:00 a.m.) and scheduled days of rest.

Section 9.2 The work week will be as follows, with the final schedule established by the Fire Chief. There will be three (3) shifts, each shift working twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, ninety-six (96) hours off, then repeat.

Section 9.3 ~~Unstructured work hours will be re-evaluated on November 1st of each year for the duration of this collective bargaining agreement. If either side chooses to discontinue this concept of unstructured work hours, they shall submit their desire to return to the "work hours" outlined in the 2002-2004 Collective Bargaining Agreement by November 1st. Once notification has been served by either party, the work hours shall revert within sixty (60) days to the date of the formal notification. Should both parties agree to unstructured work hours in 2016, this section shall sunset at the conclusion of this collective bargaining agreement. The normal minimum work shift will be as follows:~~

WORK HOURS

	<u>Monday thru Saturday</u>	<u>Holiday</u>	<u>Sunday</u>
<u>Emergency and</u>			
<u>Non-emergency work</u>	<u>0800 – 1730</u>	<u>0800 – 1000</u>	<u>0800 – 1200</u>

This period will include 1 hour of physical training and required breaks and lunch.

<u>Emergency and</u>	
<u>Related work</u>	<u>1730 – 0700</u>

<u>Emergency and</u>			
<u>Non-emergency work</u>	<u>0700 – 0800</u>	<u>0700 – 0800</u>	<u>0700 – 0800</u>

Definition – Related work when pertaining to Emergency work will be all duties associated with the actual performance of emergency responses, including return to service, clean-up, and reporting.

Section 9.4 Continuous Service Policy

9.4.1 All overtime shall be offered as far in advance as possible to be filled via volunteers whenever possible, and all efforts must be exhausted to obtain volunteers when attempting to fill overtime.

- 351 9.4.2 Notification for a known overtime need for the following shift shall be
352 announced by 1000 hours of the current shift whenever possible, and
353 time given to respond to the overtime opportunity shall be no less than
354 4 hours in length.
- 355
- 356 9.4.3 The continuous service policy shall be utilized when no one volunteers
357 to work overtime.
- 358
- 359 9.4.4 The continuous service policy shall be utilized to maintain the preferred
360 staffing level as identified by departmental SOG.
- 361
- 362 9.4.5 Use of the continuous service policy shall be based on the needed
363 rank or certification and will be filled by the individual possessing the
364 needed qualifications who also has the lowest year-to-date overtime
365 accrual hours.
- 366
- 367 9.4.6 On-duty personnel that will not be starting their long change the
368 following shift, or do not have a Kelly day, vacation or shift trade
369 scheduled the following shift shall be assigned to fill the overtime for
370 the following shift and notified prior to shift change as soon as
371 possible.
- 372
- 373 9.4.7 A continuous service assignment may be refused by an employee if
374 the employee can produce evidence that he/she has a previous
375 commitment that will cause an unreasonable personal burden
376 (including but not limited to plane tickets, doctor appointment, tickets to
377 a performance or event, family celebration, anniversary, birthday, etc.).
- 378
- 379 9.4.8 Employees shall be notified by 1900 hours that they are up for a
380 continuous service assignment as the first or second option for the
381 rank, certification or specialty needed.
- 382
- 383 9.4.9 Employees who are assigned to continuous service will be allowed to
384 arrange for another equally qualified person to work part or all of the
385 overtime hours but will be required to remain on duty until relieved.
386 Each employee will be paid at the overtime rate for the hours that
387 he/she worked.
- 388
- 389 9.4.10 If a continuous service assignment is generated mid-shift due to an on-
390 the-job injury, sickness or family emergency, the overtime shall be
391 filled by first calling the off-duty personnel from the previous shift, with
392 those on long change called last.
- 393
- 394 9.4.11 Except in the instance of an on-the-job injury, sickness, family
395 emergency or scheduled vacation, an employee will not leave his/her
396 assigned duty shift until relieved of duty.
- 397

398 9.4.12 In the event an employee is holding over in an overtime capacity until
399 another employee arrives to work the overtime, whether filled
400 voluntarily or by a continuous service assignment, the overtime hours
401 worked will be split between the employees.
402
403 9.4.13 For consecutive shift moves between stations as a result of overtime or
404 last-minute scheduling changes, the holdover will receive overtime until
405 relieved in addition to the overtime received by the person moving
406 stations.
407
408 9.4.14 For consecutive shift moves between stations as a result of a shift
409 trade, the Local agrees to cover for the employee by means of either
410 early relief or holdover, with no overtime paid in those instances.
411 However, overtime will be paid if a holdover is needed as a result of a
412 late call.
413
414 9.4.15 Those who are assigned continuous service shall have the option of
415 having continuous service overtime added to the overtime list at a rate
416 of 2 hours for each hour worked.
417
418 9.4.16 The City shall implement an SOG relating to the preferred staffing
419 level.

ARTICLE 10
OVERTIME AND PREMIUM RATES

Section 10.1 The formula for calculating the hourly overtime rate shall be as follows:
Employee's annual salary, divided by 2,592 hours, times one and one-half (1.5). The
City agrees to appropriate funds to pay employees for overtime pay earned.

Section 10.2 The hourly overtime rate shall be paid for:

- 10.2.1 Hours in excess of the scheduled work shift at the request of the Chief or his representative.
- 10.2.2 Shifts worked on scheduled days of rest at the request of the Chief or his representative.
- 10.2.3 Call-in emergency work after the first hour at the request of the Chief or his representative.
- 10.2.4 Overtime will be paid to off-duty employees for time served as witnesses in court when said court appearances are the result of employment with the City.
- 10.2.5 When on-duty personnel are ordered to cover a personnel shortage up to and including one (1) hour past the end of the scheduled work shift.

Section 10.3 Premium Rates:

- 10.3.1 For any all-calls, employees shall receive two (2) hours pay at the overtime rate for the first hour of work.
- 10.3.2 For any other type of call-in emergency work, three (3) hours pay at the overtime rate for the first one hour of work.
- 10.3.3 When a minimum of four (4) hours' notice is provided for call-in work, payment shall be at the overtime rate only.
- 10.3.4 During any 24-hour shift, the maximum amount of premium pay and/or overtime pay that a bargaining unit member is entitled to receive is the equivalent of 24 hours of overtime. Therefore, the provisions of this Article shall not be interpreted as entitling an employee to any amount of premium pay or overtime pay in excess of this maximum amount.
- 10.3.5 When on-duty personnel are ordered to cover a personnel shortage, and the employee is required to work more than one hour, and less than four hours' notice has been given, the call in rate as outlined in Section 10.3.2 shall apply to the first hour after the end of the scheduled work shift.

Section 10.4 Three employees are authorized to carry Emergency Callback Pagers for call-ins. In compensation for carrying the Emergency Callback Pager, the employee will be paid one hour of their straight time rate for each uninterrupted 24 hour period carried (as defined below). If during that 24 hour period the individual goes out of service, or is called in to work, the one hour of straight time will not be paid. If called in to work, the individual will receive the premium hour as per 10.3.2 or 10.3.3, whichever applies. The Fire Chief may at his/her discretion increase the number of Emergency Callback Pagers at any time.

24 hour period defined: The 24 hour period will be considered to be uninterrupted in instances where an employee has notified the B/C of his intent to carry the Emergency Callback Pager prior to 07:45 hours that day but was held over for a period of not more than 1 hour and immediately upon being relieved from duty picked up one of the Emergency Callback Pagers.

Section 10.5 Under the following circumstances, the employee shall be compensated as outlined below for moving personnel and gear between fire stations:

10.5.1 When an on-duty employee is authorized to move to another station for their next scheduled shift, the time spent moving gear off-duty shall not be considered compensable time.

10.5.2 If an off-duty employee is requested to move from their scheduled station to another station prior to the start of their scheduled shift, the time spent moving gear shall be compensable at the rate equivalent to 15 minutes of overtime at the Top Step Firefighter (TSFF) rate with the final amount rounded to the nearest dollar. The only exception is when premium pay is given for call-in overtime, at which time the premium pay covers the required move.

10.5.3 The City shall not provide compensation for shift trades, stand-ins, or substitutions. However, the employee may submit a request for mileage reimbursement as stated in Section 10.5.4.

10.5.4 All other mileage reimbursement shall be in accordance with City policy, including travel in privately operated vehicles (POVs), provided that the use of a POV by an employee is pre-authorized by the Shift Battalion Chief.

ARTICLE 11
MEDICAL AND DENTAL

Section 11.1 The City shall pay for a \$25,000 Life Insurance policy for Fire Department employees covered under this bargaining agreement.

Section 11.2 The City shall make available a consumer medical and vision insurance plan for its employees and dependents. The City shall make available dental insurance for its employees and dependents and shall pay the total premium for such insurance.

Employees covered by this Agreement shall be insured by a medical and vision insurance plan through AWC that includes dependent coverage and major medical coverage for employees and dependents. ~~Employees shall have a choice of the Asuris Healthfirst Zero Deductible plan or the GroupHealth \$10 co-pay plan.~~ The parties agree that AWC controls the plan design and the Board of Trustees may make changes from time to time. The employees will contribute toward medical insurance premium costs as follows:

Effective 1/1/17: Employees will remain on the existing HealthFirst \$0 deductible plan through December 31, 2017 and will contribute to the health insurance premium costs as follows:

Effective 1/1/14:	\$115/month (single)
	\$125/month (married)
	\$135/month (married with dependents)
Effective 1/1/15:	\$130/month (single)
	\$140/month (married)
	\$150/month (married with dependents)

Effective 1/1/17:	\$140/month (single)
	\$150/month (married)
	\$160/month (married with dependents)

“Single” includes employee only, or employee plus one dependent. “Married” includes employee and spouse or employee plus two or more dependents. “Married with dependents” includes employee, spouse, plus one or more dependents.

Effective 1/1/18: Employees and their dependents will transition to the HealthFirst \$250 deductible plan. Employees will be responsible for five percent (5%) of the health insurance premium costs applicable to the level of coverage they select for themselves and their dependents (single, married, married with dependents, etc.).

The City agrees that there shall be no decreases in medical benefits for the life of this Agreement, with the exception of those made by the benefit trust board of the Association of Washington Cities. If AWC’s benefit trust board does make changes as described above, the City agrees to bargain with the Union over the impacts of those changes.

554
555 Section 11.3 For active employees hired prior to December 31, 2009, and who retire
556 prior to January 1, 2015, the City will subsidize the retiree only premium after the initial
557 18 months of COBRA is exhausted. There will be no subsidy for the first 18 months
558 when the employee is covered under COBRA. The subsidy offered by the City will be
559 the difference between the AWC non-subsidized plan (R-1500 or its successor)
560 | premium for retiree only and the AWC subsidized plan (AWC HealthFirst 100 or its
561 | successor premium). This subsidy expires on the date the retiree is eligible to join the
562 | subsidized plan (AWC HealthFirst 1000 or its successor).
563
564 Section 11.4 The City shall contribute \$75 per month to the Washington State Council
565 of Firefighters Medical Expense Reimbursement Plan (MERP) for each member of the
566 bargaining unit.

ARTICLE 12
HOLIDAYS

Section 12.1 The following are holidays for all regular and probationary fire department bargaining unit employees:

1. New Year's Day (January 1st)
2. Martin Luther King's Birthday (3rd Monday of January)
3. President's Day (3rd Monday of February)
4. Memorial Day (Last Monday in May)
5. Fourth of July (July 4th)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11th)
8. Thanksgiving Day (4th Thursday in November)
9. The day immediately following Thanksgiving Day
10. Christmas Day (December 25th)
11. Floating Holiday
12. Floating Holiday
13. Floating Holiday (for 24 hour shift personnel only)
14. Additional 16 hours of holiday pay (for 24 hour shift personnel only)

Any special holiday proclaimed by the Governor or the City Council and granted to all other City employees shall be enjoyed by the firefighters as well.

It is recognized that all personnel may not be absent from duty on these particular holidays; however, the holidays are creditable as official holidays for salary purposes.

Section 12.2 All regular full-time 24 hour shift employees covered by this Agreement shall receive during the first week in December a lump sum equal to one-hundred twenty (120) hours of pay at the straight time rates as compensation for work performed on any/or all holidays as stipulated above. Employees who are not employed the entire calendar year shall only be compensated for the ten (10) holidays listed above which fall within their term of employment. 40 hour personnel shall not receive a lump sum payment and instead will receive the identified holidays off with pay throughout the year.

For 24 hour shift personnel, forty hours (40) of the one-hundred twenty (120) hours of pay is payment for any requirement for floating holidays. Employees who are not employed the entire year shall receive a pro-rated amount of the forty hours based on the number of full months during the year in which they were employed.

For 40 hour personnel, employees have the option to utilize their floating holidays to care for themselves, their child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed in RCW 49.12.265 – RCW 49.12.295.

ARTICLE 13
SAFETY

Section 13.1 The City will provide safety measures and safety rules to minimize accidents and health hazards to the employees during their hours of employment. The Union agrees to cooperate with the City to the end that the employees shall use such safety equipment when so provided and observe such safety and health regulations as provided by the City.

Section 13.2 The City agrees to furnish employees turnout uniforms and related protective equipment. In addition, the City will budget appropriate funds to be used to furnish and replace standard work shirts with insignias, pants and jackets and dress shoes or boots. The employee in consideration thereof shall report at the start of each shift in a clean and presentable condition.

ARTICLE 14
TEMPORARY ASSIGNMENT

Section 14.1 In connection with the Civil Service Commission's certification of promotional eligibility lists, the following requirements shall take effect for temporary assignments:

Battalion Chief: In the event there is no Battalion Chief on duty, nor an on-duty Captain who is on the Battalion Chief promotional list, the position shall be filled in the following order:

- 1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Battalion Chief promotional list.
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.

Captain: In the event where a Captain is not on duty, nor an on-duty firefighter who is on the Captain's promotional list, the position shall be filled in the following order:

- 1) From the overtime list, by an off-duty person of the same rank or an off-duty person on the Captain promotional list.
- 2) By the best qualified on-duty person, as determined by the Chief, or his designee.

The Parties will continue in good faith their work on the Officer Development Task Book with the intent of utilizing it as a part of the requirements for a temporary assignment to an officer position. The Parties are committed to completing this process by January 1, 2019.

Section 14.2 It is understood that the employees temporarily acting in a supervisory capacity are covered by the terms of this entire section.

Section 14.3 Upgrades or acting appointments for Captains shall receive an increase equivalent to the difference between top step fire fighter and second step Captain.

Section 14.4 Upgrades or acting appointments for Battalion Chief shall receive an increase equivalent to the difference between top step Captain and second step Battalion Chief.

Section 14.5 Temporary, provisional, and promotional appointments shall go to the first step in the salary range that gives them an increase.

Section 14.6 In the event an employee completes only a portion of a shift in an upgrade classification, he shall only receive the upgrade pay in proportion to the amount of the shift hours worked in any upgrade.

Section 14.7 The promotional testing for Captain and Battalion Chief shall be as determined by the Civil Service Commission, or at least once every two years.

ARTICLE 15
SICK LEAVE

Section 15.1 LEOFF II employees shall earn sick leave and may be granted time off with pay covering periods of illness or involuntary physical incapacity except time off caused by accidents or involuntary physical incapacity in connection with other gainful employment. Effective January 1, 2017, sick leave will be accrued as follows:

40 hour per week employees: 8 hours per month

24 hour shift employees:

- 1) With less than 1,000 hours accrued sick leave – 24 hours per month
- 2) With 1,000 or more hours accrued sick leave – 12 hours per month

Effective March 1, 2018, sick leave will be accrued as follows:

40 hour per week employees: 8 hours per month

24 hour shift employees:

- 1) During the first three years of employment – 24 hours per month
(except as provided in section 15.9)
- 2) After the first three years of employment – 12 hours per month

Sick leave may be accumulated up to a maximum of one thousand six hundred sixty-four (1,664) hours. If sick leave is exhausted, the employee shall then receive all benefits provided under the appropriate firefighter's pension plan. Any sick leave taken shall be taken by the hour and on an hour-per-hour basis.

LEOFF II employees have the option to utilize earned accrued sick leave to care for themselves, their child(ren), or a seriously ill family member, including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW 49.12.295.

In order to be granted sick leave with pay, an employee must meet the following conditions:

1. Report to the Fire Chief or the Officer in Charge the reason for the absence. Sick report must be made not later than thirty (30) minutes before the beginning of the scheduled work shift.
2. Keep the Fire Chief or the Officer in Charge informed of his condition if the absence is to be more than one shift in duration. The Chief or his representative shall make the determination of how often the employee is to report based on the nature of illness or injury, although reporting will not be more frequent than once per week.

Section 15.2 Employees covered under this Agreement ordered to work for limited duty purposes may appeal duty assignments under Article 7 of this Agreement in the event such assignment is beyond the scope of their duty capability as determined by an accredited medical opinion.

Section 15.3 If the absence extends beyond two (2) working shifts duration, the employee will be required, at the option of the Fire Chief, to submit a medical certificate signed by a physician stating the kind and nature of sickness or injury and that the employee has been incapacitated for work for the period of absence or quarantine and/or is required to receive out-patient care and stating when he is again physically able to perform his regular duties.

Section 15.4 The City will be permitted to make a medical examination or a nurse's visit over and above the other medical opinions if the City deems it so desirable. Such request shall be governed by Section 27.2 of this Agreement regarding Fitness for Duty Evaluations. The expenses of such medical examinations or nursing visits shall be paid by the City.

Section 15.5 Leave with pay shall be granted by the City up to a maximum of two (2) consecutive work shifts in any calendar year for each death in the immediate family. Such leave may be extended in special circumstances with approval of the City Manager. Immediate family shall include only father, mother, grandfather, grandmother, father-in-law, mother-in-law, spouse, brother, sister, children or grandchildren of the employee. This section shall not pertain to an employee who is not receiving pay.

Section 15.6 Any employee found to have abused the sick leave benefit may thereupon be subject to dismissal upon recommendation of the Fire Chief and at the discretion of the City Manager.

Section 15.7 Time off for sickness in excess of accrued sick leave shall be charged to unused vacation.

Section 15.8 Each LEOFF II employee at the time of leaving the employment of the City, except for any such employee who is terminated for just cause, shall have twenty five percent (25%) of his accumulated and unused sick leave converted to and be added to any other accrued vacation time. This conversion shall be applied to a maximum accumulation of ~~1,008~~1,664 hours of unused sick leave only.

Section 15.9 Each new LEOFF II employee hired after December 31, 1990, shall receive seventy-two (72) hours of sick leave upon hire. However, during the first six months of employment, the employee will not accrue any additional sick leave. Should the employee leave employment prior to the completion of six months of service, the employee shall only be eligible within the guidelines of Section 15.9 for unused sick leave that would normally have been accrued for the months employed.

Section 15.10 The current City of Kennewick Family Medical Leave policy shall be in effect for the duration of this contract. In the case of an employee being seriously ill, the first ten (10) shifts shall not be counted toward Family Medical Leave Act (FMLA) leave. However, subsequent days off for the same illness/injury within the rolling year, will count as part of the FMLA leave.

ARTICLE 16
VACATION

Section 16.1 Each full-time employee shall accrue vacation time as set forth below, based on his/her continuous length of service accumulated as of the most recent anniversary date of employment:

24 Hour Shift Personnel

<u>Service</u>	<u>Accrual</u>
Start through 3 years	12 hours per month
Entering 4 through 9 years	15 hours per month
Entering 10 through 14 years	18 hours per month
Entering 15 through 19 years	21 hours per month
Entering 20 through 24 years	24 hours per month
Entering 25 years and over	26 hours per month

40 Hour Per Week Personnel

<u>Service</u>	<u>Accrual</u>
Start through 5 years	10 hours per month
Entering 6 through 9 years	12 hours per month
Entering 10 through 14 years	14 hours per month
Entering 15 through 19 years	16 hours per month
Entering 20 years and over	18 hours per month

Section 16.2 Upon the death of any employee, the accrued vacation pay of the deceased employee shall be paid to the same individual to whom is paid the employee's accrued wages.

Section 16.3 Vacation hours shall be scheduled by the Chief or his designee, at time when they will constitute minimum conflicts with work schedules. Once approved, the vacation will not be subject to cancellation except for emergencies as defined in Section 6.2 or at the option of the employee. When two (2) or more employees put in a request at the same time, for the same period, and the City will allow one (1) employee off for that period, the employee with the longest service record shall be allowed the subject vacation.

Employees have the option to utilize earned vacation leave to care for themselves, their child(ren), or a seriously ill family member including spouse, parents, parents-in-law, grandparents, and adult children with disabilities, as allowed by RCW 49.12.265 – RCW 49.12.295. The approval process to access annual leave for this purpose is as stated in this article.

812 Section 16.4 No vacation shall be taken during the first six (6) months of probationary
813 employment. No accumulation of accrued vacation credit in excess of three hundred
814 (300) hours will be permitted.

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816 Section 16.5 An employee who is discharged for any reason shall receive
817 compensation for all accrued vacation.

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819 Section 16.6 Every consideration will be given to allowing regular employees summer
820 vacations.

ARTICLE 17
FORCE REDUCTION AND REHIRE

Section 17.1 In the case of personnel reduction the employee with the least seniority shall be laid off first. Time in grade and time in the Fire Department shall be given the utmost consideration. The right to lay off employees for lack of work or funds or because of the occurrence of conditions beyond the control of the City shall not be considered within negotiable matters pertaining to wages, hours and working conditions. No new employee shall be hired until the laid off employees have been given an opportunity to return to work at the first rehire available for full-time employment as a fire fighter.

When the laid off employee is notified of the opportunity to return to work, the employee shall have seven (7) calendar days to decide whether he/she will return to the job. From the date of the decision, the employee must return to work within thirty (30) calendar days, or their right to rehire will be considered waived.

ARTICLE 18
LEAVE OF ABSENCE

Section 18.1 The City Manager may authorize unpaid leaves of absence up to a maximum duration of one (1) year, except in the case of a leave necessitated by service in the Armed Forces of the United States, in which case current State or Federal law will apply. Upon expiration of such regularly approved leave, the employee shall be reinstated in the position 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 18.2 Upon expiration of an approved leave of absence or sick leave, an employee shall be reinstated in the position held at the time the leave was granted. Only the employees advanced to fill the temporary vacancies created by the leave of absence shall be affected, and in each case shall return to the jobs they left. Employees who are granted a leave of absence shall not lose their established seniority.

ARTICLE 19
SENIORITY

Section 19.1 Employees shall have their seniority determined by their total length of continuous service with the Kennewick City Fire Department. In cases where two or more employees start to work on the same date, the Civil Service Rules and Regulations shall determine seniority.

Section 19.2 The first twelve (12) months of employment shall constitute a probationary period. Seniority shall apply retroactively to date of hire after successful completion of the probationary period.

Section 19.3 Any regular employee who is promoted to Captain or Battalion Chief shall have a probation period consisting of twelve (12) months from the date of promotion. If this employee fails to demonstrate he/she can completely and satisfactorily perform the job within the twelve (12) month probation period, the City may retain the employee at his/her present position, or at its discretion, return the employee to his/her former position classification and pay status without any loss in seniority. Any other employees who transferred or were promoted following, and as a result of this employee's transfer or promotion, shall also be returned to their former position and pay status.

Section 19.4 In the event an employee covered under this Agreement is promoted into a supervisory position not covered by this Agreement, he shall continue to earn seniority in the classification from which he was promoted. In the event the employee is later demoted to a lower classification and/or position, his latest earned seniority shall be compared with the employee(s) currently occupying the classification and/or position to determine who shall fill such position.

ARTICLE 20
SALARIES

Section 20.1 The schedules attached as Appendix "A" of this Agreement have been approved by the Union and the City establishing salaries and hourly wages to be paid beginning January 1, 2017.

The 2017-2019 salary schedule reflects the following increases:

2017 January 1 3.0%

2018 January 1 3.0%

2019 January 1 2.4%

The total contribution to the ICMA deferred compensation program will be 4%. The city's contribution shall be based on the employee's monthly salary (as identified in Appendix "A") plus classification and specialty pay if applicable.

Section 20.2 The Union recognizes the City's obligation to train personnel in the methods of medical service training and agrees that the employees shall participate in pre-scheduled courses. When training classes or instruction courses are required by the City to be taken on off-duty time, the employee shall be compensated at the overtime rate as stated in Appendix "A." In consideration of this, the Union agrees that the certification level of Emergency Medical Technician shall be maintained by all employees as a condition of employment.

Authorized leave will be granted to probationary employees to attend required EMT certification classes, provided it does not create an overtime situation.

Section 20.3 Pay step increases, as stipulated in the Appendix of the contract, will be made effective ~~on each employee's anniversary date upon completion of the requirements for the corresponding step of the Joint Apprenticeship and Training Committee (JATC) program.~~ New employees falling under the requirements of the ~~Apprenticeship Training-JATC~~ program must successfully complete each applicable ~~annual phase step~~ of said program in order to achieve a pay step increase.

Section 20.4 Education and years of service shall be recognized in accordance with Article 26 Firefighter Classification Program.

Section 20.5 Certified paramedics, authorized by the City, shall receive additional compensation, calculated as 10% of top step fire fighter salary. Such additional compensation shall be included as part of their base wage for fire fighter or captain.

The City shall compensate paramedics at the overtime rate for off-duty attendance at PALS, ACLS, Advanced Airway, as well as two required paramedic meetings annually as mandated by the Medical Program Director.

Section 20.6 Captain salaries shall be based on a percentage of the top step fire fighter salary in accordance with the following schedule:

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
107%	112%	117%

Section 20.7 Administrative Captain salaries shall be based on a percentage of the top step firefighter salary in accordance with the following schedule:

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
121%	124%	127%

Section 20.8 The parties intend that in no instance will an individual moving from a Shift Captain position to an Administrative Captain position take a cut in pay as determined by comparing an Administrative Captain yearly salary to a Shift Captain yearly salary plus holiday pay. To effectuate the intent of the parties, it is agreed that if a Shift Captain at the 2nd Year Captain step moves into an Administrative Captain position, he/she will bypass the Administrative Captain Hire Step and move directly into the 1st Year Administrative Captain Step.

Section 20.9 Battalion Chiefs salaries shall be based on a percentage of the top step firefighter salary in accordance with the following schedule:

<u>Hire</u>	<u>1st Year</u>	<u>2nd Year</u>
126%	129%	132%

Section 20.10 Battalion Chief Training Officer shall have his/her salary calculated in the following manner:

1. Determine the hourly wage of the appropriate Battalion Chief step.
2. Multiply the hourly rate times 96 hours (holiday pay).
3. Divide the figure obtained in step 2 by 12 to obtain a monthly figure.
4. Add the monthly total obtained in step 3 to the appropriate Battalion Chief step.

Section 20.11 The salaries of apprentice fire fighters shall be based on a percentage of the top step fire fighter salary in accordance with their progression toward obtaining journeyman status as approved by the Washington State JATC:

JATC Step 1 (approx. 0-2000 hours):	76% of top step fire fighter
JATC Step 2 (approx. 2000-4000 hours):	84% of top step fire fighter
JATC Step 3 (approx. 4000-6000 hours):	92% of top step fire fighter
JATC Journeyman status:	100% of top step fire fighter

Section 20.12 Once entry into the paramedic program is approved by the Chief, the City shall reimburse the paramedic student's tuition for paramedic training. The student is obligated to complete and pass the course, or pay back to the City the funds expended for tuition. Upon completion of the paramedic course, the paramedic is obligated to maintain his/her certification, and to perform the duties of a paramedic for a

975 minimum of four years. If the paramedic drops or loses his/her certification prior to the
976 completion of four years of service, he/she will be required to pay back to the City 25%
977 of the cost of tuition for every complete year short of the four-year obligation.
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979 Section 20.13 The City will provide overtime backfill to allow on-duty employees
980 approved for and enrolled in the CBC paramedic program to attend class when class is
981 not offered on the employees' regularly scheduled days off. If, however, on-duty
982 staffing is above the identified preferred staffing level, on-duty employees may be re-
983 assigned to attend class so long as the identified preferred staffing level is maintained.

ARTICLE 21

OUTSIDE EMPLOYMENT

Section 21.1 The members of the Union agree that their first line of employment is with the City of Kennewick Fire Department and they shall give it first consideration. Outside employment shall in no way take preference over emergency call-in required by the Department.

ARTICLE 22
NOTICES

Section 22.1 Any notice provided for herein shall be sufficient if it is in writing and delivered to an authorized representative. The notice must be signed.

Section 22.2 Authorized representatives of the Union include, but are not limited to, the President and the Secretary/Treasurer of the Local. Authorized representatives of the Employer (City) include, but are not limited to, the City Manager or his/her designee.

ARTICLE 23
SHIFT EXCHANGE

Section 23.1 Employees shall have the right to exchange up to fifteen (15) shifts during a calendar year upon approval of the Fire Chief or designee when the change does not interfere with the operation of the Fire Department, provided written notice is given to the Chief, or designee, seven (7) days prior to the selected shift exchange. In extraordinary situations, the Chief may approve additional shift exchanges.

The limitation on number of shift exchanges shall not apply to intra-shift trades or matters regarding Union business.

Section 23.2 When non-City required training courses are given during on-shift periods of time, employees may attend the course if they can arrange for their time on-shift to be covered. There will be no compensation for off-shift periods of time for an employee to attend classes.

Section 23.3 Trading shall be among persons of the same rank, with the exception that persons who are qualified to be assigned from time to time to act in the higher classification will be considered as an acceptable trade.

Section 23.4 Probationary fire fighters shall only be allowed to trade shifts with the express approval of the Chief, or designee.

Section 23.5 Shift ~~exchanges~~ trades shall not result in any additional cost to the City as determined at the time the shift trade is approved.

Section 23.6 The City has no obligation to ensure or facilitate any repayment of time due an employee under this article, and the City will not monitor or mediate any situations involving shift trade paybacks.

Section 23.7 ~~In the event the substituting employee fails to appear, the requesting employee, if at work, has a continuing obligation to perform the duty. Therefore, the requesting employee shall remain on shift until properly relieved.~~

~~Furthermore, the substituting employee, except in the event of personal emergencies as approved by the Chief or designee, shall be subject to normal departmental disciplinary procedures for failure to appear. Once the trade is approved, the requesting employee is no longer obligated to report for the selected shift. By accepting a shift trade, the submitting employee agrees to take full responsibility for the selected shift.~~

Section 23.8 ~~If the substituting employee separates from service with the Department for any reason before repaying a shift trade, the substituting employee will have one and one half (1.5) hours, or the monetary equivalent, subtracted from his or her vacation bank for each outstanding shift trade hour not yet repaid in order to cover the cost to the City of filling the potential overtime position.~~

ARTICLE 24
TOBACCO USE

Section 24.1 New employees covered by this agreement hired after July 1, 1993, will have agreed, as a condition of employment, to be tobacco-free on and off duty. If any of these employees begins tobacco use, they will be subject to progressive disciplinary action in accordance with the Kennewick Fire Department Rules and Regulations. The progressive action as outlined in Rule 8 shall include an oral warning for a first offense, and shall progress to a written warning for a second offense. Suspension and termination for continuing use of tobacco will result.

ARTICLE 25
FORTY HOUR WEEK PERSONNEL

At the discretion of the Fire Chief, forty-hour employees will earn overtime pay for emergency major alarm situations, or for all hours worked in excess of eight (8) hours per day or forty (40) hours per week (in the event of 8-hour days), or ten (10) hours per day or forty (40) hours per week (in the event of 10-hour days).

With the approval of the Chief, line-qualified, forty-hour personnel may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 25.1 The hourly overtime rate shall be based on a 2,080 hour work year, at the rate of time and one-half (1.5). Overtime shall be based on Section 10.2 of this Agreement.

Section 25.2 Sick leave shall accrue at the rate of eight (8) hours per month for LEOFF II employees, to a maximum of one thousand six hundred sixty-four (1,664) hours, with the provisions of Article 15.9 governing payback. The City of Kennewick Personnel Rules and Regulations shall govern benefits such as holidays, leaves of absence, which include death or illness in the immediate family, doctor and dentist appointments, maternity leave, leave without pay, jury duty, voting, military leave, and family leave.

Section 25.3 As assigned by the Chief, the hours of work shall be forty hours per week broken down as eight (8) hours per day, Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one-hour, unpaid lunch. ~~After one year~~At the request of the employee, the Chief will ~~give consideration to an~~ alternate schedules consisting of either four ten-hour shifts or a nine-eighty schedule. With prior approval, employees may flex time within their designated work week.

Section 25.4 The Training Captain, EMS Captain and Captain Inspector/Deputy Fire Marshal will receive pro-pays for Hazmat, TRT, SCBA Technician and Fire Investigator based upon the requirements for each job description, and will be eligible to receive the differential for maintaining paramedic status.

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ARTICLE 26
FIRE FIGHTER CLASSIFICATION PROGRAM

Section 26.1 Employees covered under the terms and conditions of this bargaining agreement are eligible to qualify for combined education and longevity incentives based on the following matrix:

	<u>8 Years</u>	<u>13 Years</u>	<u>18 Years</u>	<u>23 Years</u>	<u>28 Years</u>
45 college credits	1.0%	2.0%	2.5%	3.0%	3.5%
90 college credits	2.0%	3.0%	4.0%	5.0%	6.0%
135 college credits	3.0%	4.0%	5.0%	6.0%	7.0%
180 college credits	4.0%	5.0%	6.0%	7.0%	8.0%

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Section 26.2 The designated increases shall be applied to the individual's base salary.

Section 26.3 The years of service listed in Section 26.1 indicates the number of years of service that must be completed before an individual qualifies in that row.

Section 26.4 An employee who qualifies for the combined education and longevity increase based on the above matrix is solely responsible for submitting his/her transcript in a timely manner. Transcripts must be submitted within one (1) year of the employee becoming eligible for the education/longevity increase. Should the employee fail to meet the one-year expectation, retroactive pay will only be reimbursed up to twelve (12) months from the date all required documentation is submitted and approved by the City.

ARTICLE 27
WELLNESS AND FITNESS

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1112 | Section 27.1 The City and the ~~u~~Union recognize that the physical and mental health of
1113 | employees is important in assisting to fulfill the mission of the ~~e~~City and the ~~f~~ire
1114 | ~~d~~Department. Both parties will continue to work together to promote wellness and
1115 | fitness.

ARTICLE 28
FIT FOR DUTY EVALUATION

Section 28.1 The City of Kennewick may send an employee for a Fitness for Duty Evaluation (FFDE) when the City has reasonable belief, based on objective evidence, that an employee's ability to perform the essential functions of the position may be impaired by a medical condition, or an employee will pose a direct threat due to a medical condition.

28.1.1 The City of Kennewick may send an employee who is on active duty and who has not missed any time from work, or has missed less than two (2) shifts of work, for an FFDE when:

1. A supervisor of the Kennewick Fire Department;
2. knows about a particular employee's medical condition; and
3. has observed performance problems; and
4. can reasonably attribute these problems to the employee's medical condition; and
5. the objective behavior or physical condition of the employee causes the supervisor to reasonably believe that the employee in question has a medical condition that will either immediately impair his/her ability to perform the essential functions of the job, or will pose an immediate direct threat to the safety of the employee or to fellow employees or the public; and
6. the supervisor has reported this concern to a command staff member as soon as practical.

28.1.2 The City may also send an employee for an FFDE when the employee is either returning to work after missing two or more shifts of work because of an injury or illness or when the employee is returning to full duty from a previous light duty position.

The written basis for ordering the FFDE described under Section 28.1.1 or Section 28.1.2 above must be provided to the employee at or before the time when the employee is directed to obtain the FFDE. The City will notify the Local, in writing, of the requirement that an employee attend an FFDE.

The FFDE must be job-related and consistent with business necessity. The basis of the FFDE shall be limited to determining whether the employee is able to perform the essential functions of his/her position without posing a direct threat, with or without restriction, based on their current job description. In order to assist with his/her analysis, the health care professional conducting the FFDE will be provided with a copy of the employee's current job description, the "Doctor's Release For Work" form found in SOG 1-V-9, and a copy of any written documentation of the employee's behavior or physical condition leading up to the FFDE.

The FFDE will be conducted by a health care professional who is chosen by the employee and who has expertise in the employee's specific condition(s).

Any expenses that are connected to the FFDE will be paid for under the health insurance plan that is provided to the employee by the City. Any additional costs or expenses of any kind that are connected with the FFDE (including, but not limited to, reasonable travel costs, co-pays, etc.) that are not covered by the City's health insurance shall be paid for by the City.

If the health care professional who is conducting the FFDE determines that the employee is able to perform the essential functions of his/her job without any restriction(s), and without posing any danger to themselves, their co-workers, or the public, this is the only information that will be provided to the City (i.e., the City will be informed that the employee is fit for duty and nothing more will be revealed about the employee's medical condition). In this case, the release to return to work and/or to return to a full duty position, signed by the employee's treating physician, will be considered to be sufficient by the City, and no requirements will be imposed upon the employee, except as outlined in Section 28.2 below.

Section 28.2 Second Opinion: If the City, after receiving the release to return to work and/or to return to a full duty position from the initial FFDE, can demonstrate in writing the need to obtain a second medical opinion regarding the employee's condition, then the City may direct the employee to obtain an additional FFDE. ~~If the health care professional who performed the initial FFDE is willing and able to refer the employee to another health care professional practicing in a separate facility, then the additional health care professional will be chosen by means of said referral. If such a referral is not possible for any reason, the City may choose the health care professional who will conduct this additional examination.~~ The second opinion evaluation shall be performed by a recognized occupational health provider or by a specialist in a field agreed upon by both parties. All of the conditions placed on the initial FFDE shall also apply to the second medical opinion (i.e., Union must be notified in writing, second FFDE must be job-related and a business necessity, costs shall be borne by the City's health insurance plan, etc.).

Section 28.3 Third Opinion: In the event there are two conflicting medical opinions after following the procedures identified above, the City expressly reserves the right to send the employee for a third opinion from a health care professional jointly selected by the City and Local 1296, which the parties sharing the expense on an equal basis. This third opinion shall be binding on both parties.

If the parties are unable to agree on the third health care professional, each party shall submit three names of qualified medical providers who will be placed on a list. The parties shall then alternatively strike names until one qualified provider remains. A coin flip shall determine who strikes first.

Section 28.4 Throughout the FFDE process, if it is determined by a health care professional that some sort of work restriction is needed in order for the employee to be able to continue to perform the essential functions of the job, or if it is determined that a danger of some sort does exist to the employee, the employee's co-workers, or the public, then the health care professional in question will provide the City with only the

amount of information about such a situation that is necessary to allow the City to make a reasonable business decision about how to proceed. This will also be the case if the health care professional determines that the employee is currently unable to perform the essential functions of their position or is a danger to themselves or others either on a temporary or permanent basis. In this event, the employee, the President of Local 1296, and the City would meet as soon as possible to discuss the situation in an attempt to reach an agreed-upon solution.

Section 28.5 All the time spent by the employee in either the initial FFDE, the second or third medical opinions, or any additional consultations with health care professionals in connection with this Fitness for Duty process shall be considered to be “hours worked” by the employee for the City, and the employee shall be entitled to compensation at such time in accordance with the relevant provisions of this Agreement.

ARTICLE 29
ADMINISTRATIVE CAPTAIN ASSIGNMENTS

Section 29.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the EMS Captain and Fire Training Captain assignments. No mandatory rotation or grandfathering of individuals into these positions shall exist. The Fire Chief, or his designee, retains the ability to reassign personnel as necessary in order to provide for the effective and efficient operation of the Department. Only company officers who have successfully completed probation are eligible for assignment, either voluntarily or involuntarily, to the role of EMS Captain or Fire Training Captain.

Section 29.2 In response to a request from KFD Administration, requests to transfer from Shift Captain to EMS Captain or Fire Training Captain will be submitted by the individual officer and forwarded through the chain-of-command to the Fire Chief. All requests to be assigned as the EMS Captain or Fire Training Captain shall clearly state the officer's basis for the request, to include a statement indicating the qualifications that make the officer well-suited to the role.

In determining whether a voluntary request for assignment as the EMS Captain or Fire Training Captain will be approved, the Department shall consider:

- Administrative Captain qualifications as outlined in the job description;
- Demonstrated aptitude for training assignments specific to Administrative Captain functions;
- Best interests of the Department;
- Overall successful career performance;
- Education; and
- Special qualifications as appropriate.

Section 29.3 Unless extenuating circumstances warrant such action, an officer will not be assigned to serve as the EMS Captain or Fire Training Captain without his or her consent. However, an officer may be involuntarily transferred when said transfer is determined to be necessary and appropriate in the best interests of the Department as determined by the Fire Chief.

When determining whether a Shift Captain will be involuntarily assigned to serve as the EMS Captain or Fire Training Captain, the Department shall consider:

- The existence of a current EMS Captain or Fire Training Captain vacancy which no Shift Captain has volunteered to fill (opening posted for at least 30 days);
- The availability of qualified and well-suited Shift Captains who would successfully fill the assignment as determined by the Fire Chief; and
- The best interests of the Department.

The Fire Chief reserves the right to involuntarily assign a more suitable or qualified individual as the EMS Captain or Fire Training Captain in lieu of selecting any Shift Captain requesting the assignment in the event the Shift Captain requesting transfer is

not well-suited or otherwise qualified to successfully fill the role as determined by the Fire Chief.

The decisions to involuntarily transfer a shift captain to serve as the EMS Captain or Fire Training Captain, or to deny the request of a Shift Captain seeking appointment as the EMS Captain or Fire Training Captain, are non-grievable actions that fall within management's contractual right to direct the work force.

Section 29.4 Members assigned to the role of EMS Captain or Fire Training Captain will remain in the assignment for a period of no less than three (3) years from the date of appointment unless removal is warranted upon mutual agreement of the parties or for cause. Employees assigned to the role of EMS Captain or Fire Training Captain will rotate out of the assignment after three (3) years, but may serve longer than three (3) years upon request and at the direction of the Fire Chief. Employees may be rotated out of the EMS Captain or Fire Training Captain assignment with or without cause at the Fire Chief's discretion at any point after the initial three-year term has expired. No probationary period applies to the assignment as the EMS Captain or Fire Training Captain.

Any employee removed for cause from the position of EMS Captain or Fire Training Captain within the initial three-year term retains the right to appeal such removal. However, removal from the assignment at the Fire Chief's discretion after the initial three-year term has expired is not considered discipline or demotion, and cannot be grieved. The employee has no right to appeal removal from the position of EMS Captain or Fire Training Captain after the first three years so long as the rank of Captain is retained by the employee.

Upon leaving assignment as the EMS Captain or Fire Training Captain, the employee shall either return to the classification and rate of pay previously held or move into a different Administrative Captain assignment. The Fire Chief shall determine the shift to which the returning Captain will be appointed if returning to shift status, or the next Administrative Captain assignment the employee shall assume.

Section 29.5 Appointment to the position of Captain/Deputy Fire Marshal shall be made by open, competitive examination under the established civil service process for the City of Kennewick. All interested and qualified members from the Department are able to test for placement on the Captain/Deputy Fire Marshall eligibility list. The Fire Chief retains the discretion to select the best-suited candidate for promotion to Captain/Deputy Fire Marshal from the three (3) top-ranking candidates on the certified eligibility list. Nothing in this provision is intended to modify any rights or privileges adhering to the City of Kennewick or the employee under the civil service rules as existing or as subsequently amended.

A one-year probationary period applies to promotion to the Captain/Deputy Fire Marshal, during which time the Fire Chief retains the discretion to remove the employee from the position with or without cause. Removal shall be handled in accordance with the terms of the current collective bargaining agreement and/or any applicable civil service rules. The Fire Chief shall determine the shift to which the returning Captain will

be appointed if returning to line status.

Section 29.6 To aid in accessibility and communication, each Administrative Captain will be provided with a City-issued smart phone. The City reserves the right to discontinue the use of City-issued phones at any time and for any reason. City employees acquire no property interest in City-issued phones, and are not entitled to due process before use of a City-issued phone is terminated. The City does not intend to encourage, nor does it authorize, employees to accrue overtime compensation by utilizing the capabilities of City-issued smart phones (including use of email and internet) during off-duty hours.

Administrative Captains will be compensated for work-related off-duty contact under the following conditions:

- 1) The employee's City-issued cellular phone records reflect work-related contacts that occurred during off-duty hours; and
- 2) The employee maintains a log that details the nature of the call and the identification of the caller, and the calls captured in the employee log correspond with the information contained in the City cellular phone records.

Time spent on work-related off-duty phone calls will aggregate and be reported for compensation on a monthly basis. When the total monthly aggregate time spent on work-related off-duty phone contact is 7 minutes 30 seconds or less, the contact will be regarded as *de minimus* and no right to compensation will accrue. When the total monthly aggregate time spent on work-related off-duty phone contact is more than 7 minutes 30 seconds, the employee will be compensated for the actual number of minutes worked.

Section 29.7 Each Administrative Captain will take home a City vehicle for the purpose of responding to calls as needed. All City employees are responsible to safeguard the City's property while it is in their custody/care and to minimize wear and tear to the extent possible. The City reserves the right to discontinue the use of City-issued vehicles at any time and for any reason. City employees acquire no property interest in City-issued vehicles, and are not entitled to due process before use of a City-issued vehicle is terminated.

ARTICLE 30
FIRE INSPECTORS

Section 30.1 The Fire Chief shall be vested with the ultimate authority to appoint and remove individuals from the Fire Inspector position in order to provide for the effective and efficient ~~co~~operation of the Department. Only journeyman Fire Fighters who have successfully completed probation are eligible for assignment to the role of Fire Inspector.

Vacancies at the Fire Inspector position shall be posted internally through the City's ordinary recruitment process. In determining how to fill such vacancies, the Department shall consider:

- Fire Inspector qualifications as outlined in the job description;
- Education;
- Other qualifications as appropriate;
- Overall career performance; and
- Best interests of the Department.

A one-year probationary period applies to the Fire Inspector position, during which time the Fire Chief retains discretion to remove an individual with or without cause. The decision to remove an individual during the probationary period shall be non-grievable. If removed, the Fire Chief shall determine the shift to which the returning Fire Fighter shall be assigned.

Following successful completion of the one-year probationary period, individuals assigned to the Fire Inspector position shall remain in such position unless removal is warranted based upon mutual agreement of the Fire Chief and the individual or upon just cause. The decision to remove an individual for cause shall be grievable consistent with Article 7.

Section 30.2 Fire Inspectors shall be paid at the monthly wage as Top Step Fire Fighter base wage (TSFF) not including any applicable specialty pay or pro-pay. Fire Inspectors will be compensated for obtaining advanced certifications as follows:

- Fire Inspectors will earn salary increases equal to two percent (2%) of TSFF for obtaining ICC Inspector I certification within six (6) months of appointment and two percent (2%) of TSFF for obtaining ICC Inspector II certification within twelve (12) months of appointment.
- Fire Inspectors will earn salary increases equal to three percent (3%) of TSFF for obtaining up to two (2) additional certifications to be pre-approved by the Fire Chief or designee, examples of which may include Public Educator, Fire Plans Reviewer, Fire Investigator, Alarms and Sprinklers, etc. within twenty-four (24) months of appointment. The parties' intent is not to replace the on-shift Fire Investigator specialty positions and the parties recognize that such a change would be subject to the bargaining process.

- Fire Inspectors will receive a total salary increase of ten percent (10%) of TSFF upon appointment to the position of Fire Inspector. However, if a Fire Inspector fails to obtain one or more identified certifications within the identified time frame, the Fire Inspector will not be further compensated for the certification(s) until actually obtained.

The City agrees to provide Fire Inspectors the opportunity to obtain all certifications identified above in the identified time frames.

Fire Inspectors will not be eligible to receive any paramedic pay differential. The City agrees to maintain funding for this lost paramedic pay differential and will fill the paramedic vacancy as soon as is reasonably possible.

Section 30.3 Fire Inspectors shall work forty (40) hours per week, ten hours per day, either Monday through Thursday or Tuesday through Friday, from 0700 to 1800 hours, with a one-hour unpaid lunch break. The Fire Chief shall be responsible for determining individual shift assignments. After one year, the Fire Chief shall give consideration to alternate work schedules.

Section 30.4 Fire Inspectors shall be subject to the provisions of Article 25 governing forty-hour personnel, including Section 25.2 governing holidays. Accordingly, consistent with Section 2-20-010 of the Kennewick Administrative Code as presently in effect, Fire Inspectors shall be entitled to twelve (12) holidays off work with pay, including three (3) floating holidays to accrue annually on February 1, February 12, and August 31. Consistent with Section 12.2, Fire Inspectors shall not receive a lump sum holiday payment and shall instead receive holidays off with pay throughout the year.

Section 30.5 Consistent with Article 25, with the approval of the Fire Chief, line-qualified Fire Inspectors may be eligible for regular shift overtime provided it does not interfere with their normal work assignment.

Section 30.6 Fire Inspectors shall not be subject to the continuous service policy.

ARTICLE 31
TRAINING WAGE

The Parties agree to establish a fixed training wage of ten dollars (\$10.00) per hour for all members of the Kennewick Fire Department for voluntary training classes/courses that are compensable under the Fair Labor Standards Act (FLSA). The training wage shall increase as necessary to comply with the federal or Washington State minimum wage, whichever is higher.

The training wage shall apply when the following conditions are met:

1. The employee submits a voluntary request to attend a job-related training class or course;
2. The Training Division reviews the request and determines the training class or course is compensable under the FLSA; and
3. The Training Division determines that approval of the training request is in the best interests of the Kennewick Fire Department.

The training wage shall not apply when the employee is ordered to attend a training class or course as part of his or her job requirements, nor shall it apply when the training class or course is not compensable under the FLSA.

1459 | DATED AT KENNEWICK, WASHINGTON, this ____ day of _____, 2018.

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1462 KENNEWICK FIRE FIGHTERS

THE CITY OF KENNEWICK

1463 ASSOCIATION,

KENNEWICK, WASHINGTON

1464 INTERNATIONAL ASSOCIATION

1465 OF FIRE FIGHTERS,

1466 LOCAL NO. 1296

1467 KENNEWICK, WASHINGTON

1468

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1470

1471

1472

1473 _____
President

Mayor

1474

1475

1476

1477

1478 _____
Secretary-Treasurer

City Manager

Appendix A
Monthly Salary Schedule
Fire Contract
January 1, 2017

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$ <u>5,350</u>	\$ <u>5,913</u>	\$ <u>6,476</u>	\$ <u>7,039</u>
Fire Fighter/Paramedic	\$ <u>6,054</u>	\$ <u>6,617</u>	\$ <u>7,180</u>	\$ <u>7,743</u>
<u>Fire Inspector</u>	<u>\$7,743</u>	---	---	---
Captain	\$ <u>7,532</u>	\$ <u>7,884</u>	\$ <u>8,236</u>	---
Captain/Paramedic	\$ <u>8,236</u>	\$ <u>8,588</u>	\$ <u>8,940</u>	---
Administrative Captain	\$ <u>8,517</u>	\$ <u>8,728</u>	\$ <u>8,940</u>	---
Battalion Chief	\$ <u>8,869</u>	\$ <u>9,080</u>	\$ <u>9,291</u>	---
Battalion Chief/Training Officer	\$ <u>9,197</u>	\$ <u>9,416</u>	\$ <u>9,635</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$3.91 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$3.91 per hour.

Monthly Salary Schedule
Fire Contract
January 1, 2018

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$ <u>5,510</u>	\$ <u>6,090</u>	\$ <u>6,670</u>	\$ <u>7,250</u>
Fire Fighter/Paramedic	\$ <u>6,235</u>	\$ <u>6,815</u>	\$ <u>7,395</u>	\$ <u>7,975</u>
<u>Fire Inspector</u>	\$ <u>7,975</u>	---	---	---
Captain	\$ <u>7,758</u>	\$ <u>8,120</u>	\$ <u>8,483</u>	---
Captain/Paramedic	\$ <u>8,483</u>	\$ <u>8,845</u>	\$ <u>9,208</u>	---
Administrative Captain	\$ <u>8,773</u>	\$ <u>8,990</u>	\$ <u>9,208</u>	---
Battalion Chief	\$ <u>9,135</u>	\$ <u>9,353</u>	\$ <u>9,570</u>	---
Battalion Chief/Training Officer	\$ <u>9,473</u>	\$ <u>9,699</u>	\$ <u>9,924</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.03 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.03 per hour.

Monthly Salary Schedule
Fire Contract
January 1, 2019

	Hire	1 Year	2 Year	3 Year
Fire Fighter	\$ <u>5,642</u>	\$ <u>6,236</u>	\$ <u>6,830</u>	\$ <u>7,424</u>
Fire Fighter/Paramedic	\$ <u>6,384</u>	\$ <u>6,978</u>	\$ <u>7,572</u>	\$ <u>8,166</u>
<u>Fire Inspector</u>	\$ <u>8,166</u>	---	---	---
Captain	\$ <u>7,944</u>	\$ <u>8,315</u>	\$ <u>8,686</u>	---
Captain/Paramedic	\$ <u>8,686</u>	\$ <u>9,057</u>	\$ <u>9,428</u>	---
Administrative Captain	\$ <u>8,983</u>	\$ <u>9,206</u>	\$ <u>9,428</u>	---
Battalion Chief	\$ <u>9,354</u>	\$ <u>9,577</u>	\$ <u>9,800</u>	---
Battalion Chief/Training Officer	\$ <u>9,700</u>	\$ <u>9,932</u>	\$ <u>10,163</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.13 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.13 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2017**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	<u>\$24.77</u>	<u>\$27.38</u>	<u>\$29.98</u>	<u>\$32.59</u>
Fire Fighter/Paramedic	<u>\$28.03</u>	<u>\$30.63</u>	<u>\$33.24</u>	<u>\$35.85</u>
<u>Fire Inspector</u>	<u>\$44.67</u>	---	---	---
Captain	<u>\$34.87</u>	<u>\$36.50</u>	<u>\$38.13</u>	---
Captain/Paramedic	<u>\$38.13</u>	<u>\$39.76</u>	<u>\$41.39</u>	---
Administrative Captain	<u>\$49.14</u>	<u>\$50.36</u>	<u>\$51.57</u>	---
Battalion Chief	<u>\$41.06</u>	<u>\$42.04</u>	<u>\$43.01</u>	---
Battalion Chief/Training Officer	<u>\$53.06</u>	<u>\$54.32</u>	<u>\$55.59</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$3.91 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$3.91 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2018**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	<u>\$25.51</u>	<u>\$28.19</u>	<u>\$30.88</u>	<u>\$33.56</u>
Fire Fighter/Paramedic	<u>\$28.87</u>	<u>\$31.55</u>	<u>\$34.24</u>	<u>\$36.92</u>
<u>Fire Inspector</u>	<u>\$46.01</u>	---	---	---
Captain	<u>\$35.92</u>	<u>\$37.59</u>	<u>\$39.27</u>	---
Captain/Paramedic	<u>\$39.27</u>	<u>\$40.95</u>	<u>\$42.63</u>	---
Administrative Captain	<u>\$50.61</u>	<u>\$51.87</u>	<u>\$53.12</u>	---
Battalion Chief	<u>\$42.29</u>	<u>\$43.30</u>	<u>\$44.31</u>	---
Battalion Chief/Training Officer	<u>\$54.65</u>	<u>\$55.96</u>	<u>\$57.25</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.03 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.03 per hour.

**Hourly Rate Schedule
Fire Contract
January 1, 2019**

	Hire	1 Year	2 Year	3 Year
Fire Fighter	<u>\$26.12</u>	<u>\$28.87</u>	<u>\$31.62</u>	<u>\$34.37</u>
Fire Fighter/Paramedic	<u>\$29.56</u>	<u>\$32.31</u>	<u>\$35.06</u>	<u>\$37.81</u>
<u>Fire Inspector</u>	<u>\$47.11</u>	---	---	---
Captain	<u>\$36.78</u>	<u>\$38.50</u>	<u>\$40.21</u>	---
Captain/Paramedic	<u>\$40.21</u>	<u>\$41.93</u>	<u>\$43.65</u>	---
Administrative Captain	<u>\$51.83</u>	<u>\$53.11</u>	<u>\$54.40</u>	---
Battalion Chief	<u>\$43.31</u>	<u>\$44.34</u>	<u>\$45.37</u>	---
Battalion Chief/Training Officer	<u>\$55.96</u>	<u>\$57.30</u>	<u>\$58.63</u>	---

Fire Fighters who qualify for Hazmat, Technical Rescue, SCBA Technician and Fire Investigator specialty pay, shall receive an additional 2.1% of top step Fire Fighter added to their salary. Commencing March 1, 2018, Fire Fighters that qualify for two or more specialties will receive 4.2% of top step Fire Fighter added to their salary.

Fire Fighters upgraded to the Fire Captain position will receive an additional \$4.13 per hour.

Fire Captains upgraded to the Battalion Chief position will receive an additional \$4.13 per hour.



City Council Meeting Schedule April 2018

April 3, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 10, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Fire Department Annual Report
2. Police Department Annual Report
3. Committee Updates

April 14, 2018
Saturday, Time TBD

COUNCIL ADVANCE
Springhill Suites – 7048 W. Grandridge Blvd

April 17, 2018
Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

April 24, 2018
Tuesday, 6:30 p.m.

WORKSHOP MEETING
1. Year-End Financial Review/Budget Adjustments

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 Taped

April 2018
Updated 2/27/18