



## CITY COUNCIL REGULAR MEETING AGENDA December 6, 2022 at 6:30 p.m. City Hall Council Chambers and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections or if applicable to provide public testimony for a Public Hearing, please register at [https://us02web.zoom.us/webinar/register/WN\\_FSU4I2i3QW0dhaWFcf1jUg](https://us02web.zoom.us/webinar/register/WN_FSU4I2i3QW0dhaWFcf1jUg). Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to [clerkinfo@ci.kennewick.wa.us](mailto:clerkinfo@ci.kennewick.wa.us), or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the Monday.

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### 1. CALL TO ORDER

Pledge of Allegiance/Welcome/Invocation

### HONORS & RECOGNITIONS

- Service Recognition – Mickie Marty (Police Department) 33-years and Michael Howell 19-years (Parks Department)

### 2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

### 3. APPROVAL OF AGENDA

### 4. 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 November 15, 2022.
- b. (1) Motion to approve Claims Roster for October 2022.  
(2) Motion to approve the Claims Roster for the Columbia Park Golf Course Account for October 2022.  
(3) Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2022.
- c. Motion to approve Payroll Roster for November 15, 2022.
- d. Motion to authorize the City Manager to sign the 2023 Interlocal Agreement with Benton County District Court Services.
- e. Motion to approve the 2023 Lodging Tax Funding Recommendations as submitted by the City's LTAC.
- f. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Southridge Estates Phase 5, contingent upon the completion of outstanding Public Works and Planning requirements.
- g. Motion to approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract with the Kennewick Police Officers Benefit Association through 2023.
- h. Motion to approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract between with the Kennewick Police Management Association through 2023.
- i. Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.

- j. Motion to authorize the Mayor to execute Supplemental Agreement No. 1 to extend the completion date for the existing agreement with David Evans & Assoc. to perform construction engineering services for the US 395/Ridgeline Interchange Project.
- k. Motion to award the AV Contract for Fire Station No. 1 to Ted Brown in the amount of \$135,042.16, plus a 10% contingency amount of \$13,504.22, for a total of \$148,546.38.
- l. Motion to authorize the City Manager to sign the Supplemental Agreement No. 1 with JUB Engineers, Inc, for the engineering design for the WWTP Non-Potable Water System (P2113).
- m. Motion to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for the Systemic Safety Street Lighting Improvements Project.
- n. Motion to authorize the Mayor to sign the Purchase and Sale Agreement for the sale of City property located at 7400 West Quinault to Benton County.

**5. ORDINANCES/RESOLUTIONS**

- a. Ordinance 5998: Biennial Budget Adjustment.
- b. Ordinance 5999: Solid Waste Code.
- c. Ordinance 6000: Franchise Agreement with Lightspeed Networks, LLC.
- d. Ordinance 6002: Comprehensive Plan Amendment CPA 2022-0010 from Open Space to Low Density Residential at 2600 S Washington St.
- e. Ordinance 6003: Change of Zone COZ 2022-0011 from Business Park (BP) to Community, Commercial (CC) at 10487 Ridgeline Dr.

**6. PUBLIC HEARINGS/MEETINGS**

- a. Ordinance 6001: Annexation AZ 21-02 (Columbia Basin Developers, LLC.)

**7. NEW BUSINESS**

**8. UNFINISHED BUSINESS**

**9. VISITORS**

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. Records intended for Council (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting.

**10. COUNCIL COMMENTS/DISCUSSION**

**11. ADJOURNMENT**

**DRAFT**  
CITY OF KENNEWICK  
CITY COUNCIL  
Regular Meeting  
November 15, 2022

1. CALL TO ORDER

Mayor Bill McKay called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford	Marie Mosley	Nick Farline
John Trumbo	Anthony Muai	Trevor White
Chuck Torelli	Christina Palmer	Chad Michael
Jim Millbauer	Lisa Beaton	Kylie Peel
Brad Beauchamp	Cary Roe	Rob Kandle
Loren Anderson	Terri Wright	Matt Halitsky
Mayor Bill McKay	Dan Legard	Steve Donovan

Mayor Pro Tem Crawford led the Pledge of Allegiance.

Suzie Savino, Kennewick provided the Invocation.

HONORS & RECOGNITIONS

- Service Recognition – Rob Kandle (Fire Department) 26-years

Rob Kandle joined Mayor McKay at the podium as he was honored for his years of service.

Mayor McKay recessed the meeting for 10 minutes to allow everyone an opportunity to congratulate Mr. Kandle. Meeting called back to order at 6:43 p.m.

2. VISITORS - None

3. APPROVAL OF AGENDA

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

4. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 1, 2022.
- b. (1) Motion to approve Claims Roster for Columbia Park Golf Course Account for September 2022.  
(2) Motion to approve the Toyota Center Operations and Box Office Accounts for August 2022.
- c. Motion to approve Payroll Roster for October 31, 2022.
- d. (1) Motion to authorize the Mayor to sign the Benton County Affordable Housing Fund 2060 Interlocal Agreement.  
(2) Motion to authorize the Mayor to sign the Benton County Local Homeless Housing, Assistance Plans and Programs 1406 Interlocal Agreement.  
(3) Motion to authorize the Mayor to sign the Benton County Local Homeless Housing, Assistance Plans and Programs ESSHB 2163 Interlocal Agreement.
- e. Motion to set the date of December 6, 2022 for the public meeting on Annexation AZ 21-02.

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

# DRAFT

## 5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5993: Comprehensive Plan Amendment CPA-2022-0001 from Commercial to High Density Residential at 11358 W. Clearwater Ave. Steve Donovan, Development Services Manager reported

### ORDINANCE NO. 5993

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 2022-0001, Knutzen Engineering, c/o Nathan Machiela)

Mr. Torelli moved, seconded by Mr. Millbauer to adopt Ordinance No. 5993. The motion passed unanimously.

- b. Ordinance 5994: Comprehensive Plan Amendment CPA-2022-0004 from Commercial to High Density Residential at 8428 Bob Olsen Parkway. Steve Donovan, Development Services Manager reported.

### ORDINANCE NO. 5994

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 2022-0004, Bauder Young Properties, LLC c/o Nick Wright)

Mr. Beauchamp moved, seconded by Mr. Anderson to adopt Ordinance No. 5994. The motion failed 3-4. Mayor McKay, Mayor Pro Tem Crawford, Mr. Trumbo and Mr. Torelli opposed.

- c. Ordinance 5995: Comprehensive Plan Amendment CPA-2022-0006 from Commercial to High Density Residential at 8224 Bob Olson Parkway. Steve Donovan, Development Services Manager reported.

### ORDINANCE NO. 5995

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 2022-0006, Murrow Development Consultants, c/o Bob Garrison)

Mr. Anderson moved, seconded by Mr. Torelli to adopt Ordinance No. 5995. The motion passed unanimously.

## 6. PUBLIC HEARINGS/MEETINGS

- a. 2023 CDBG Annual Action Plan. Kylie Peel, Community Development Coordinator reported.

Public hearing was opened at 7:23 p.m.

Bobbie Littrell, Vice Chair of the CDBG Committee spoke in support.

Public hearing was closed at 7:25 p.m.

Mr. Millbauer moved, seconded by Mr. Torelli to approve the 2023 Draft Community Development Block Grant Annual Action Plan and funding recommendation as prepared by the CDBG Committee and Staff. The motion passed unanimously.

- b. Ordinance 5996: 2023 Property Tax Levy. Dan Legard, Finance Director reported.

Public hearing was opened and closed at 7:31 p.m. No public testimony provided.

### ORDINANCE NO. 5996

AN ORDINANCE PROVIDING FOR A PROPERTY TAX LEVY IN THE CITY OF KENNEWICK FOR THE YEAR 2023 IN ACCORD WITH STATE LAW

Mr. Torelli moved, seconded by Mr. Anderson to adopt Ordinance No. 5996. The motion passed unanimously.

## DRAFT

- c. Ordinance 5997: 2023/2024 Biennial Budget. Dan Legard, Finance Director reported.

Public hearing was opened and closed at 7:39 p.m. No public testimony provided.

### ORDINANCE NO. 5997

#### AN ORDINANCE ADOPTING THE BIENNIAL BUDGET FOR THE YEARS 2023/2024

Mr. Torelli moved, seconded by Mr. Anderson to adopt Ordinance No. 5997. The motion passed unanimously.

- d. Annexation Petition (Harmony Development). Matt Halitsky reported and stated the applicant informed them today they wanted to increase the annexation boundary by 2,200 sq. ft.

Mayor McKay Nathan Machiela, the applicant's representative if Council changes the proposed boundary, were they amendable to the revised boundary? If they were amenable to zoning the property Residential, Low Density concurrent with the annexation? And if they were amenable to assuming their share of the City's indebtedness? Mr. Machiela answered yes to all three questions.

Mr. Torelli moved, seconded by Mr. Millbauer to accept the Intent to Petition for Annexation request accepting the proposed boundary and require the assumption of existing city indebtedness. The motion passed unanimously.

- 7. NEW BUSINESS - None
- 8. UNFINISHED BUSINESS - None
- 9. VISITORS

Tina Gregory, Kennewick – Commented on current issues across the country and her opinions on same.

- 10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

- 11. ADJOURNMENT

Meeting was adjourned at 7:57 p.m.

Terri L. Wright, MMC  
City Clerk

# Council Agenda Coversheet



Agenda Item Number	4.b.(1)	Council Date	12/06/2022
Agenda Item Type	General Business Item		
Subject	Claims Roster - October		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

## Recommendation

That Council approve the Claims Roster for October 2022.

## Motion for Consideration

I move to approve the Claims Roster for October 2022 in the amount of \$7,425,881.72, comprised of electronic payments and check numbers 306717-307157.

## Summary

The purchasing card detail is provided in a separate report following the claims roster. The payments on this Claims Roster are comprised of the following issuances during the period 10/01/2022-10/31/2022:

Check numbers 306717-307157:	\$7,208,922.26
Electronic payments (EFT):	216,959.46
	-----
Total	\$7,425,881.72

## Alternatives

None.

## Fiscal Impact

Total \$7,425,881.72.

Through	Denise Winters Nov 16, 16:22:57 GMT-0800 2022
Dept Head Approval	Dan Legard Nov 30, 12:38:43 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 09:22:45 GMT-0800 2022

Attachments:

Recording Required?

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>001 GENERAL FUND</b>					
<b>000 FUND ACTIVITY</b>					
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	611.53
306717	10/05/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	1,000.00
306718	10/05/2022	77138	LANGE, BRANDON	HARVEST BAZAAR	1,000.00
306719	10/05/2022	448	MUSTANG SIGNS	PERMIT REFUND SIGN-2022-0091	25.00
306720	10/12/2022	70001	BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION	640.01
306721	10/12/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	150.00
306722	10/12/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	500.00
306723	10/12/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	500.00
306724	10/12/2022	99990	MISC REFUNDS	BOND REFUND	10,547.50
306725	10/12/2022	70000	WASHINGTON STATE TREASURER	COURT FINES - BUILDING CODE FEES - SEPT 2022	40,391.82
306997	10/19/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	100.00
306998	10/19/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	170.00
306999	10/19/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	650.00
307003	10/19/2022	99990	MISC REFUNDS	BUSINESS LICENSE REFUND	60.00
307004	10/26/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	500.00
307005	10/26/2022	99992	CIVIC REC REFUNDS	RECREATION REFUND	15.00
<b>Total amount by Division</b>					<b>\$56,860.86</b>
<b>011 CITY COUNCIL</b>					
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	280.07
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	280.07
<b>Total amount by Division</b>					<b>\$560.14</b>
<b>012 CITY MANAGER</b>					
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.46
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.38
<b>Total amount by Division</b>					<b>\$174.84</b>
<b>023 RECREATION SERVICES</b>					
EFT	10/03/2022	77146	GLOBAL PAYMENTS	CIVIC REC MERCHANT FEES	2,239.19
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	ONSITE SHRED SERVICE	47.66
306854	10/14/2022	27	IV SPORTS & GEAR	FALL ADULT TEAM REGISTRATION	266.32
306887	10/14/2022	8250	MOSES LAKE MENS SOFTBALL	ADULT FALL SOFTBALL UMPIRE FEES	1,467.45
306888	10/14/2022	7969	MUSTANG SIGN GROUP, WANG ENTERPRISES	POOL SIGN	523.93
306899	10/14/2022	3458	PARAMOUNT COMMUNICATIONS INC	COMMUNITY CENTER CAMERA	939.17
306901	10/14/2022	348	PASCO RENTALS INC	ALL SENIOR PICNIC TABLES AND CHAIRS RENTAL	1,000.00
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	164.92
307015	10/28/2022	464	ATM SERVICES OF EASTERN WASHINGTON LLC	ATM SERVICES AT HARVEST BAZAAR	150.00

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307054	10/28/2022	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	24.46
307082	10/28/2022	407	JULIA LANG	65TH ANNUAL IFEA CONVENTION EXPO & RETREAT	363.67
307097	10/28/2022	8250	MOSES LAKE MENS SOFTBALL	10/10-10/20	1,291.36
307132	10/28/2022	50510	TARICANI, HALEY	NRPA ANNUAL CONFERENCE	372.79
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	164.76
307151	10/28/2022	6151	WASTE MANAGEMENT	LATE PAYMENT FOR RIVER OF FIRE SERVICES	52.84
307151	10/28/2022	6151	WASTE MANAGEMENT	TEMPORARY DUMPSTERS FOR RIVER OF FIRE	303.69
307151	10/28/2022	6151	WASTE MANAGEMENT	RIVER OF FIRE ADDITIONAL GARBAGE TOTES	2,641.81
<b>Total amount by Division</b>					<b>\$12,014.02</b>
<b>024</b>	<b>FACILITIES MAINTENANCE</b>				
306729	10/14/2022	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL K-4	229.00
306729	10/14/2022	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL FRISBEE DISC	108.65
306729	10/14/2022	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL SCOTT PARK	239.00
306731	10/14/2022	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	715.65
306734	10/14/2022	10587	ALOHA GARAGE DOOR COMPANY INC	EAST GATE DRIVE MOTORS	3,554.49
306735	10/14/2022	423	AMERICAN POOL N SPAS LLC	POOL CHEMICALS	2,945.77
306739	10/14/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	2022-10 HVAC MAINT	3,184.82
306743	10/14/2022	2395	AQUATIC SPECIALTY SERVICES, INC.	BECS	2,164.40
306743	10/14/2022	2395	AQUATIC SPECIALTY SERVICES, INC.	CPI SENSOR	2,470.06
306762	10/14/2022	11055	BRISBY, RYAN	JEAN/BOOT REIMBURSEMENT	228.25
306763	10/14/2022	9635	BRUNSON, ROGER	JEAN/CLOTHING REIMBURSEMENT	220.62
306767	10/14/2022	6245	BUELL RECREATION LLC	EXT. TUBE	1,374.49
306780	10/14/2022	435	CITY OF PASCO	TRAINING	135.00
306799	10/14/2022	426	CREATING COMMUNITY LLC	TEAM TRAINING/BUILDING	3,197.89
306800	10/14/2022	322	CUBBY'S ELECTRIC MOTOR & PUMP	MOTOR FOR AIR COMPRESSOR	661.98
306815	10/14/2022	166	FARMERS EXCHANGE	EDGER BLADES	510.44
306817	10/14/2022	8774	FASTENAL COMPANY	SCREWS FOR OUTLET COVERS	22.87
306817	10/14/2022	8774	FASTENAL COMPANY	SCREWS FOR OUTLET BLOCK OFF PLATES	1.68
306817	10/14/2022	8774	FASTENAL COMPANY	FASTENERS TO COVER WINDOW	11.28
306828	10/14/2022	2696	GAMETIME C/O GREAT WESTERN, RECREATION	CRAWL TUBE	1,393.94
306832	10/14/2022	1775	GRAINGER	FLAGS	194.87
306832	10/14/2022	1775	GRAINGER	CEILING ACCESS DOOR	154.88
306840	10/14/2022	15	HARBOR FREIGHT TOOLS	SHOP SUPPLIES	118.76
306842	10/14/2022	865	HD FOWLER COMPANY INC	SPRINKLER REPAIR	42.17
306845	10/14/2022	6626	HELSLEY, DANIEL	REIMBURSEMENT FOR CLOTHING	36.00
306851	10/14/2022	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2022	13,608.00
306851	10/14/2022	303	INTERMOUNTAIN CLEANING SERVICE INC.	WINDOWS	320.00
306851	10/14/2022	303	INTERMOUNTAIN CLEANING SERVICE INC.	FLOORS	160.00
306861	10/14/2022	124	JUSTIN CROSBY	REIMBURSEMENT FOR CLOTHING	130.43



# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	67.90
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	240.80
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	HOSE SPLITTER	12.66
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	RETURN- DID NOT RECEIVE THESE ITEMS	-374.23
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	TOILET REPAIR	34.50
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	98.69
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	337.63
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	165.51
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	32.43
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	420.64
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	18.64
306870	10/14/2022	8442	LANGSTON-BULTENA, JOEY	REIMBURSEMENT FOR CLOTHING	77.31
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	CITY HALL - 112317	50.00
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	KPD - 11305	90.77
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	FROST - 119529	43.48
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	SOUTHRIDGE - 17229	81.53
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	FIRE - 27578	46.75
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	COLUMBIA PARK GOLF - 34879	81.47
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	FIRE STATION #4 - FIR2620	81.53
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	FIRE STATION #2 - FIR414	81.53
306897	10/14/2022	917	OXARC, INC.	POOL CHEMICALS	580.48
306903	10/14/2022	1174	PBS ENGINEERING &, ENVIRONMENTAL	TESTING IN COUNCIL CHAMBERS	1,345.84
306905	10/14/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	LED FIXTURES FOR STOCK	553.20
306905	10/14/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	MEMORIAL LIGHTS	97.61
306910	10/14/2022	957	RANCH & HOME INC	IRRIGATION REPAIR	9.77
306910	10/14/2022	957	RANCH & HOME INC	GRAFFITI CLEAN UP	18.99
306910	10/14/2022	957	RANCH & HOME INC	SUPPLIES	40.51
306910	10/14/2022	957	RANCH & HOME INC	TRAILER TOWING	65.21
306923	10/14/2022	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	1,472.89
306923	10/14/2022	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	1,005.48
306923	10/14/2022	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	868.80
306927	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	OFFICE	177.74
306927	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	OFFICE PAINT	537.30
306927	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	RESTROOM PAINT	279.30
306928	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	PIP SUPPLIES	472.79
306928	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	ATHLETIC FIELD LINNING	425.73
306928	10/14/2022	7555	SHERWIN-WILLIAMS COMPANY	BUILDING PAINT	577.79
306945	10/14/2022	7079	TCA ARCHITECTURE PLANNING INC	PUBLIC FACILITIES ASSESSMENT &	592.50
306950	10/14/2022	5945	TK ELEVATOR	ELEVATOR MAINTENANCE	53.85
306964	10/14/2022	3564	US LINEN AND UNIFORM	LINEN SERVICE	285.22

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,060.75
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	POOL COVER ROPE	31.52
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	CAMERA MOUNTING BRACKETS	15.19
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	SHELF BRACKETS	94.75
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	OUTLET COVERS	17.52
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	TAPE MEASURE FO FIELDS	40.21
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	FIELD PAINT	11.38
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	346.75
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	465.24
306985	10/14/2022	50323	WIEBER, DONALD	REIMBURSEMENT FOR BLADES	13.57
306986	10/14/2022	1755	WILBUR-ELLIS COMPANY	HERBICIDE	368.65
306992	10/14/2022	8115	YOUNG ELECTRIC SIGN COMPANY, YESCO LLC	REPAIR POD SIGN	855.26
307009	10/28/2022	8623	ACE SALES & SERVICE INC	PORTA POTTY RENTAL AT POD	1,076.75
307021	10/28/2022	4052	BATTERIES PLUS	FOR KEYPAD LOCK	70.60
307021	10/28/2022	4052	BATTERIES PLUS	FIRE PLACE REMOTE	7.23
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	26.69
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	2,984.53
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	125.56
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	44.59
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	18.12
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	49.69
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	3,363.30
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	255.51
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	7,150.27
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	845.24
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	59.20
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	290.39
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	14,077.16
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	17.90
307035	10/28/2022	10584	CAMTEK INC	MONITORING	244.58
307037	10/28/2022	83	CASCADE NATURAL GAS	GAS SERVICE	1,634.73
307037	10/28/2022	83	CASCADE NATURAL GAS	GAS SERVICE	1,992.58
307054	10/28/2022	7711	CULLIGAN WATER CONDITIONING	WATER FOR EDISON SHOP	60.33
307063	10/28/2022	166	FARMERS EXCHANGE	GRASS SEED	49.48
307063	10/28/2022	166	FARMERS EXCHANGE	WEED EATER STRING	17.38
307063	10/28/2022	166	FARMERS EXCHANGE	HEDGE TRIMMER	127.17
307063	10/28/2022	166	FARMERS EXCHANGE	WEED EATER HEAD AND STRING	132.56
307064	10/28/2022	8774	FASTENAL COMPANY	PLYGRND STUFF	3.64
307064	10/28/2022	8774	FASTENAL COMPANY	SWING PARTS	22.65
307064	10/28/2022	8774	FASTENAL COMPANY	PLAYGROUND PARTS	40.88

# City of Kennewick

## Claims Roster

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307064	10/28/2022	8774	FASTENAL COMPANY	PLAYGROUND PARTS	322.19
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	HOSE BIB	27.25
307067	10/28/2022	9237	FIKES NORTHWEST CORP	SCENT	60.52
307067	10/28/2022	9237	FIKES NORTHWEST CORP	SCENT	40.35
307067	10/28/2022	9237	FIKES NORTHWEST CORP	SCENT	20.17
307067	10/28/2022	9237	FIKES NORTHWEST CORP	SCENT	40.35
307067	10/28/2022	9237	FIKES NORTHWEST CORP	SCENT	40.35
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	TOILET SEATS	71.77
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	110.38
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION REPAIR	22.20
307093	10/28/2022	484	MILNE NAIL,POWER TOOL & REPAIR	TOOLS FOR SHOP	105.43
307093	10/28/2022	484	MILNE NAIL,POWER TOOL & REPAIR	CORDLESS GRINDER	129.35
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	FIRE PANEL	3,238.48
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	CITY HALL - 112317	50.00
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	KPD - 11305	90.77
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	FROST - 119529	43.48
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	SOUTHRIDGE - 17229	81.53
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	FIRE - 27578	46.75
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	COLUMBIA PARK GOLF - 34879	81.47
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	FIRE STATION #4 - FIR2620	81.53
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	FIRE STATION #2 - FIR414	81.53
307112	10/28/2022	957	RANCH & HOME INC	SWING SHACKLES	55.05
307112	10/28/2022	957	RANCH & HOME INC	PEST CONTROL	34.16
307112	10/28/2022	957	RANCH & HOME INC	DROP HITCH FOR TRUCK 3204	50.39
307113	10/28/2022	957	RANCH & HOME INC	IRRIGATION REPAIR	31.27
307123	10/28/2022	7555	SHERWIN-WILLIAMS COMPANY	PAINT TO COVER GRAFITTI	384.43
307123	10/28/2022	7555	SHERWIN-WILLIAMS COMPANY	PAINT FOR GAZEBO VANDLISM	279.30
307124	10/28/2022	680	SIERRA ELECTRIC, INC.	TROUBLE SHOOT GATE	703.83
307130	10/28/2022	8621	SUPERIOR GLASS LLC	SUN TUNNEL DOMES	2,155.71
307131	10/28/2022	6811	SUPERIOR TREE SERVICE LLC	TREE REMOVAL	1,407.67
307136	10/28/2022	10836	THE DRAIN SURGEON, GALLURY INC	SNAKE DRAIN	244.58
307140	10/28/2022	17	TWIN CITY METALS INC	PLATE FOR CAMERA MOUNTS IN INTERVIEW ROOMS	25.52
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,059.75
<b>Total amount by Division</b>					<b>\$98,612.94</b>
<b>026</b>	<b>ECONOMIC DEVELOPMENT</b>				
306790	10/14/2022	410	COMMUNITY ATTRIBUTES INC	CONSULTATION SERVICES FOR STRATEGIC PLAN	10,907.50
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.46
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.38
<b>Total amount by Division</b>					<b>\$11,082.34</b>

# City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>032 ACCOUNTING</b>					
306731	10/14/2022	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	385.46
306896	10/14/2022	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	43.44
306896	10/14/2022	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	120.75
306914	10/14/2022	1314	REHN & ASSOCIATES, INC.	COBRA NOTICES	57.01
306914	10/14/2022	1314	REHN & ASSOCIATES, INC.	COBRA NOTICES	25.00
307115	10/28/2022	1314	REHN & ASSOCIATES, INC.	COBRA NOTICES	200.00
307149	10/28/2022	976	WA STATE AUDITOR'S OFFICE	AUDIT NO: 58152 AUDIT PERIOD: 21-21	9,918.00
<b>Total amount by Division</b>					<b>\$10,749.66</b>
<b>033 HUMAN RESOURCES</b>					
306738	10/14/2022	433	ANNAMARIE FORZA ART	TRAFFIC BOX ART	300.00
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED BINS IN ADMIN HALLWAY	99.63
306787	10/14/2022	1682	COLUMBIA FITNESS SYSTEMS	FROST GYM PREVENTATIVE MAINTENANCE	135.88
306787	10/14/2022	1682	COLUMBIA FITNESS SYSTEMS	CITYHALL PREVENTATIVE MAINTENANCE	135.88
306809	10/14/2022	8581	ELLIOTT, STEVE	CDL REIMBURSEMENT FOR STEVE ELLIOT (8 YR RENEWAL)	136.00
306826	10/14/2022	429	GAIL ROADHOUSE	TRAFFIC BOX WRAP ART	300.00
306847	10/14/2022	769	HISTORIC DOWNTOWN KENNEWICK, PARTNERSHIP	CREATIVE DISTRICT CONTRIBUTION	1,000.00
306890	10/14/2022	1030	NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	537.50
306939	10/14/2022	8315	STERLING	PRE-EMPLOYMENT BACKGROUND CHECKS	215.22
306939	10/14/2022	8315	STERLING	PRE EMPLOYMENT BACKGROUND CHECKS	486.98
306940	10/14/2022	427	STORYHENGE ART	TRAFFIC BOX ART	300.00
306944	10/14/2022	5827	TALOGY INC	CALIPER ASSESSMENT ORDERED BY EVILLASANTE	368.00
306944	10/14/2022	5827	TALOGY INC	CALIPER ASSESSMENT ORDERED BY EVILLASANTE	736.00
306981	10/14/2022	7879	WESLEY GROUP, THE, TWG CONSULTING CORP	PROFESSIONAL SERVICES	7,600.00
307088	10/28/2022	9277	LOURDES OCCUPATIONAL HEALTH	LOURDES FOR CDL PHYSICAL	120.00
307104	10/28/2022	7831	ON SCENE MEDICAL SERVICES PC	DOT/CDL PHYSICAL	119.46
307129	10/28/2022	370	SUMMIT LAW GROUP, PLLC	LABOR RELATIONS CONSULTATION	455.00
307154	10/28/2022	7879	WESLEY GROUP, THE, TWG CONSULTING CORP	TWG FOR CONSULTING SERVICES	8,000.00
<b>Total amount by Division</b>					<b>\$21,045.55</b>
<b>034 CIVIL SERVICE</b>					
306907	10/14/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	125.00
306907	10/14/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	1,640.00
306907	10/14/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	750.00
306907	10/14/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	375.00
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.46
307011	10/28/2022	463	AMY MARTIN	REIMBURSEMENT FOR FIRE DEPT TESTING	145.58
307110	10/28/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	1,000.00
307110	10/28/2022	326	PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KFD PRE-EMPLOYMENT ASSESSMENT	500.00
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	87.38

# City of Kennewick

## Claims Roster

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>Total amount by Division</b>					<b>\$4,710.42</b>
<b>035</b>	<b>CUSTOMER SERVICE</b>				
EFT	10/04/2022	70016	U.S. BANK	MERCHANT SERVICE FEES	23,383.10
306801	10/14/2022	3530	DATAPROSE INC	PRINTING AND MAIL PRESENTMENT SERVICES	10,242.06
306979	10/14/2022	4479	WEBCHECK INC	WEBCHECK SERVICE: AUGUST 2022	1,384.84
307055	10/28/2022	3530	DATAPROSE INC		6,438.16
<b>Total amount by Division</b>					<b>\$41,448.16</b>
<b>036</b>	<b>CODE ENFORCEMENT</b>				
306747	10/14/2022	9813	B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM	3,100.83
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	187.24
307018	10/28/2022	9813	B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM	3,100.83
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	185.88
<b>Total amount by Division</b>					<b>\$6,574.78</b>
<b>042</b>	<b>CITY ATTORNEY</b>				
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE - SEPTEMBER 23, 2022	37.37
306906	10/14/2022	3467	PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE - SEPTEMBER 2022	52.50
306957	10/14/2022	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	DOOR NAME PLATE	10.87
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	76.88
306982	10/14/2022	853	WEST GROUP PAYMENT CENTER	ONLINE SUBSCRIPTION - SEPTEMBER 2022	2,590.42
306982	10/14/2022	853	WEST GROUP PAYMENT CENTER	LIBRARY PLAN - OCTOBER & 2023 COURT RULES BOOKS	328.43
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	132.31
<b>Total amount by Division</b>					<b>\$3,228.78</b>
<b>051</b>	<b>CITY CLERK</b>				
306731	10/14/2022	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	199.26
306755	10/14/2022	34	BENTON COUNTY AUDITOR	RECORDING FEE OUA 229 E 27TH AVE	207.50
306868	10/14/2022	9908	KRYSTAL TOWNSEND	IIMC-WAPRO TRAINING REIMBURSEMENT	215.00
306990	10/14/2022	1417	WRIGHT, TERRI	CITY CLERK - TRAVEL & TRAINING EXPENSE	76.84
307027	10/28/2022	34	BENTON COUNTY AUDITOR	EASEMENT FOR PIPELINE RIGHT-OF-WAY	218.50
307045	10/28/2022	8131	CIVICPLUS, ICON ENTERPRISES INC	ADDITIONAL NOTIFYME SUBSCRIBERS	301.83
<b>Total amount by Division</b>					<b>\$1,218.93</b>
<b>053</b>	<b>PURCHASING</b>				
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.23
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.19
<b>Total amount by Division</b>					<b>\$82.42</b>
<b>054</b>	<b>INFORMATION TECHNOLOGY</b>				
306791	10/14/2022	6375	COMPUNET INC	WINDOWS SERVER DC SOFTWARE ASSURANCE	19,232.07
306884	10/14/2022	8210	MOBILEGUARD INC	NET GUARD	1,413.75

# City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306931	10/14/2022	3075	SOFTWARE UNLIMITED CORP	ANNUAL SYNERGEX SOFTWARE MAINTENANCE	552.00
306931	10/14/2022	3075	SOFTWARE UNLIMITED CORP	CRIMINAL CASE MANAGEMENT ANNUAL SOFTWARE MAINTENAN	3,832.56
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,040.21
306994	10/14/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	7,039.79
307039	10/28/2022	8295	CENTURYLINK	PS/ALI - ALI/SR PER 100 REC	7.02
307056	10/28/2022	8611	DOCUSIGN INC	DOCUSIGN 15-LICENSE BUNDLE (2023)	10,162.91
307072	10/28/2022	4659	GOVERNMENT JOBS.COM INC	NEOGOV RENEWAL AGREEMENT	8,752.00
307134	10/28/2022	8	TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS - OCT 2022	6,643.00
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,025.50
307156	10/28/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	7,008.70
<b>Total amount by Division</b>					<b>\$66,709.51</b>
<b>060</b>	<b>PLANNING REVENUES</b>				
307006	10/26/2022	462	INNOVATIVE SOLUTIONS CONSTRUCTION LLC	PERMIT REFUND	739.00
<b>Total amount by Division</b>					<b>\$739.00</b>
<b>062</b>	<b>PLANNING</b>				
306847	10/14/2022	769	HISTORIC DOWNTOWN KENNEWICK, PARTNERSHIP	2022 MAIN STREET CONTRIBUTION	37,500.00
306949	10/14/2022	172	THE TRI-CITY HERALD	LEGAL PUBLICATION - SUB-2022-0010 NOPH	204.77
<b>Total amount by Division</b>					<b>\$37,704.77</b>
<b>070</b>	<b>POLICE REVENUES</b>				
EFT	10/20/2022	70008	WA. STATE DEPT OF LICENSING	FIREARMS LICENSING	1,832.00
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	4.42
<b>Total amount by Division</b>					<b>\$1,836.42</b>
<b>071</b>	<b>KPD-ADMINISTRATION</b>				
306740	10/14/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	RETAINAGE RELEASE KPD EVIDENCE EXHAUST FAN	734.32
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICES	350.86
306836	10/14/2022	50172	GUERRERO, CHRISTOPHER	HIDTA BUDGET/EXECUTIVE MEETING AIRLINE TICKET	417.20
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	130.00
306871	10/14/2022	2280	LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	43.22
306943	10/14/2022	10776	SWAMPY'S BBQ SAUCE	LUNCH FOR SERGEANT'S PROMOTIONAL EXAM EVALUATORS	434.40
306962	10/14/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	23.00
306962	10/14/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	37.86
306994	10/14/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	222.59
307033	10/28/2022	80	BRUTZMAN'S INC	DESK INSTALLATION SERVICE	317.73
307142	10/28/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	53.40
307143	10/28/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	27.31
307156	10/28/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	217.97
<b>Total amount by Division</b>					<b>\$3,009.86</b>

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>072</b>	<b>KPD-CRIMINAL INVESTIGATION</b>				
306805	10/14/2022	293	DISCOVER PRODUCTS INC	SUBPOENA REQUEST	44.00
306811	10/14/2022	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	RECORDS	9.50
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	63.00
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	100.55
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	71.62
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	89.01
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	89.01
306952	10/14/2022	7228	TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH	231.75
306955	10/14/2022	6662	TRI-TECH FORENSICS INC, NATIONAL LAW ENFORCEMENT	DEATH INVESTIGATION TRAINING	649.00
306955	10/14/2022	6662	TRI-TECH FORENSICS INC, NATIONAL LAW ENFORCEMENT	DEATH INVESTIGATIONS TRAINING	649.00
306968	10/14/2022	30	VERIZON NORTHWEST	SMS CONTENT	50.00
306968	10/14/2022	30	VERIZON NORTHWEST	SMS CONTENT	50.00
306968	10/14/2022	30	VERIZON NORTHWEST	RTT/MARS - TOWER DUMP	85.00
306993	10/14/2022	9771	ZINSLI, BRIAN	FOOD DURING OIS	151.57
307038	10/28/2022	5662	CELLEBRITE USA, CORP	PHYSICAL ANALYZER/EXTRACTION ANNUAL SUBSCRIPTION	5,304.56
307078	10/28/2022	6	IMPREST PETTY CASH FUND		244.00
307092	10/28/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	1,790.84
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	30.43
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	48.90
<b>Total amount by Division</b>					<b>\$9,833.27</b>
<b>073</b>	<b>KPD-PATROL</b>				
306731	10/14/2022	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	2,473.60
306741	10/14/2022	5557	APPLIED CONCEPTS INC	STALKER II LOCKING HOLSTER	369.80
306745	10/14/2022	3649	AXON ENTERPRISE INC	AXON BODY CAMERA CONTRACT YEAR 2	293,850.66
306761	10/14/2022	270	BRIGHAM PAGE	PRO-RATED UNIFORM ALLOWANCE	500.00
306859	10/14/2022	446	JOSHUA NACUA	PRO-RATED UNIFORM ALLOWANCE	187.50
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	366.00
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	163.05
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
306946	10/14/2022	10971	THE BUNKER	ARMOR VEST	3,068.41
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	6,713.76
306970	10/14/2022	3997	VISTA VETERINARY HOSPITAL, INC	WELLNESS EXAM - K9 IVAN	107.10

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307031	10/28/2022	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	141.31
307092	10/28/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	163.05
307092	10/28/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
307092	10/28/2022	3284	MEL'S INTER-CITY TOWING	TOW SERVICE	81.53
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	6,726.46
<b>Total amount by Division</b>					<b>\$315,482.94</b>
<b>074</b>	<b>KPD-STAFF SERVICES</b>				
EFT	10/04/2022	70016	U.S. BANK	MERCHANT SERVICE FEES	219.97
306759	10/14/2022	4965	BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	70.65
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	57.52
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	401.14
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	120.31
306975	10/14/2022	1033	WASHINGTON STATE PATROL	ACCESS USER FEE	600.00
306975	10/14/2022	1033	WASHINGTON STATE PATROL	CLP BACKGROUND CHECKS - SEPT 22	463.75
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	36.03
307052	10/28/2022	4066	CREATIVE PRODUCT SOURCING, DARECATALOG.COM	DARE SUPPLIES	3,897.64
307052	10/28/2022	4066	CREATIVE PRODUCT SOURCING, DARECATALOG.COM	DARE SUPPLIES	241.74
307094	10/28/2022	10360	MINUTEMAN PRESS OF KENNEWICK, WESTJAN ENTERPRISES	TRESPASS & PANHANDLING WARNING FORMS	839.58
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	293.82
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	88.84
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	63.92
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	299.49
<b>Total amount by Division</b>					<b>\$7,694.40</b>
<b>075</b>	<b>KPD-INTERGOVERNMENTAL</b>				
306781	10/14/2022	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	198,166.09
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	22.00
307024	10/28/2022	14	BENTON COUNTY	JAIL SERVICE - SEPT 2022	163,275.15
307044	10/28/2022	100	CITY OF RICHLAND	800 MHZ RADIOS	29,641.14
<b>Total amount by Division</b>					<b>\$391,104.38</b>
<b>076</b>	<b>KPD-SPECIAL SERVICES</b>				
306729	10/14/2022	8623	ACE SALES & SERVICE INC	PORTABLE TOILET @ SHOOTING RANGE	68.90
306864	10/14/2022	1931	KENNEWICK POLICE DEPARTMENT	ADMIN PETTY CASH	44.00
306932	10/14/2022	9312	SOUND UNIFORM/BRATWEAR, SEATTLE SEWING SOLUTIONS	QUARTERMASTER SUPPLIES	363.60
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	20.74
<b>Total amount by Division</b>					<b>\$497.24</b>
<b>081</b>	<b>FIRE ADMINISTRATION</b>				
306775	10/14/2022	7496	CHAPLAIN SERVICES NETWORK	CHAPLAINCY SERVICES	1,125.00
306775	10/14/2022	7496	CHAPLAIN SERVICES NETWORK	CHAPLAINCY SERVICES	1,125.00



# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED ON-SITE SHRED SERVICE	71.96
306785	10/14/2022	7849	COLUMBIA BASIN ICE AND, TRANSPORT	ICE FOR STATIONS	154.38
306815	10/14/2022	166	FARMERS EXCHANGE	PROPANE - SMALL TANKS	14.85
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	332.52
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	108.70
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	169.99
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	46.07
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	51.49
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	RETURN/CREDIT - STATION OPERATING SUPPLIES	-2.92
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	2.92
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	4.39
306973	10/14/2022	4943	WALKER'S FURNITURE	RECLINERS - FS#4	2,119.54
307042	10/28/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURE ON-SITE SHRED SERVICE	23.98
307049	10/28/2022	1308	COLUMBIA VALLEY DAYBREAK, ROTARY	2ND QTR. ROTARY DUES	87.50
307078	10/28/2022	6	IMPREST PETTY CASH FUND		18.84
307101	10/28/2022	4770	NETWORK SERVICES COMPANY	FS#5 FLOOR SCRUBBER REPAIR	392.90
307112	10/28/2022	957	RANCH & HOME INC	PROPANE - SMALL TANK	14.63
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.61
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.61
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.61
307137	10/28/2022	930	TOTAL ENERGY MANAGEMENT	NEDERMAN INSPECTION FS#2	373.66
307139	10/28/2022	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL	15.37
<b>Total amount by Division</b>					<b>\$6,303.60</b>
<b>082</b>	<b>FIRE SUPPRESSION</b>				
306781	10/14/2022	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	19,706.91
306827	10/14/2022	5823	GALLS, LLC	BADGE	28.02
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	55.95
306827	10/14/2022	5823	GALLS, LLC	UNIFORM BELT	4.79
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	63.80
306827	10/14/2022	5823	GALLS, LLC	UNIFORM SHIRT	31.90
306827	10/14/2022	5823	GALLS, LLC	SOFTSHELL JACKET	13.08
306827	10/14/2022	5823	GALLS, LLC	UNIFORM SHIRT	52.07
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	83.92
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	18.35
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	16.07
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	17.21
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.69
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	14.55
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.12

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	15.69
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	17.77
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	16.35
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,148.53
306975	10/14/2022	1033	WASHINGTON STATE PATROL	WSP FIRE RECRUIT ACADEMY 2022-02	77,985.00
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	163.05
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	108.70
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	163.05
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	163.05
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	86.96
306983	10/14/2022	398	RENTOKIL NORTH AMERICA INC	FIRE STATION PEST CONTROL SERVICES	70.66
306995	10/14/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	656.00
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COATS	69.46
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COATS	93.43
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COAT	23.16
307020	10/28/2022	214	BASIN DEPARTMENT STORE	STATION BOOTS	26.41
307070	10/28/2022	5823	GALLS, LLC	BADGES	280.25
307102	10/28/2022	5059	NORTHWEST SAFETY CLEAN	PPE INSPECTION & REPAIR	780.49
307108	10/28/2022	241	PERFORMANCE SYSTEMS INTEGRATION	FIRE EXTINGUISHER MAINTENANCE	206.53
307112	10/28/2022	957	RANCH & HOME INC	STATION BOOTS	30.49
307119	10/28/2022	7872	SEA WESTERN INC	TURNOUTS (9-RECRUITS)	33,957.28
307119	10/28/2022	7872	SEA WESTERN INC	TURNOUTS (9-RECRUITS)	407.08
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	LOGISTICS OFFICE SUPPLIES	132.32
307143	10/28/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	16.47
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	1,058.18
<b>Total amount by Division</b>					<b>\$137,813.79</b>
<b>090</b>	<b>ENGINEERING</b>				
306896	10/14/2022	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	74.41
306896	10/14/2022	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	25.10
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	593.99
306967	10/14/2022	30	VERIZON NORTHWEST	AIR CARD FOR CAMERA PROJECT	37.82
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	597.10
<b>Total amount by Division</b>					<b>\$1,328.42</b>
<b>100</b>	<b>GF-NONDEPARTMENTAL</b>				
EFT	10/27/2022	511	WA STATE DEPT OF RETIREMENT, SYSTEMS	PRIOR SERVICE CONTRIBUTION	217.00
306739	10/14/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	2022-10 HVAC MAINT	254.72
306752	10/14/2022	8297	BENTON CO COMMISSIONERS	OPD EXPENSES - SEPTEMBER 2022 (33.42%)	37,724.13
306752	10/14/2022	8297	BENTON CO COMMISSIONERS	BCDC/PROBATION FEES - SEPTEMBER 2022 (18.19%)	46,886.27
306780	10/14/2022	435	CITY OF PASCO	ANIMAL CONTROL SHELTERING SERVICES - JUNE 22	47,870.83

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306780	10/14/2022	435	CITY OF PASCO	ANIMAL CONTROL SHELTERING SERVICES - MAY 22	48,508.33
306780	10/14/2022	435	CITY OF PASCO	ANIMAL CONTROL SHELTERING SERVICES - APRIL 22	48,898.33
306780	10/14/2022	435	CITY OF PASCO	ANIMAL CONTROL SHELTERING SERVICES - MARCH 22	48,873.33
306780	10/14/2022	435	CITY OF PASCO	ANIMAL CONTROL SHELTERING SERVICES - FEBRUARY 22	48,013.16
306851	10/14/2022	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2022	5,070.00
306877	10/14/2022	8208	MCBRIDE PUBLIC AFFAIRS LLC, THOMAS AND ANGELA MCB	LOBBYIST EXPENSES	4,120.00
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	MCL - 113129	50.00
307013	10/28/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	RELAY	1,486.80
307022	10/28/2022	92	BENTON CLEAN AIR AGENCY	COK ASSESSMENT	19,170.40
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	3,481.26
307037	10/28/2022	83	CASCADE NATURAL GAS	GAS SERVICE	79.03
307054	10/28/2022	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	490.78
307054	10/28/2022	7711	CULLIGAN WATER CONDITIONING	WATER DELIVERY	30.16
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	MCL - 113129	50.00
307144	10/28/2022	1598	UNITED WAY OF BENTON AND, FRANKLIN COUNTIES	SPONSORSHIP OF THE BENTON FRANKLIN TRENDS WEB	1,000.00
<b>Total amount by Division</b>					<b>\$362,274.53</b>
<b>Total amount by Fund</b>					<b>\$1,610,695.97</b>
<b>102</b>	<b>STREET FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	0.48
<b>Total amount by Division</b>					<b>\$0.48</b>
<b>010</b>	<b>FUND ACTIVITY</b>				
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	WATER TRUCK REPAIR	17.86
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	PROPANE PARTS FOR PAVER BOX	93.65
306833	10/14/2022	2842	GRANITE CONSTRUCTION COMPANY	TACK OIL FOR HOT MIX	457.16
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	2,577.76
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	712.20
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	1,722.68
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	2,093.13
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	1,975.21
306862	10/14/2022	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2022	133.63
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	FITTING FOR TANK	19.36
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	RETURN OF FITTING	-5.46
306898	10/14/2022	6603	PAPE MACHINERY INC	GREASE FOR GIRNDER	122.89
306910	10/14/2022	957	RANCH & HOME INC	PROPANE	40.95
306910	10/14/2022	957	RANCH & HOME INC	FUEL HOSE	130.42
306915	10/14/2022	554	REILAND, KEVIN	UNIFORM ALLOWANCE	117.36
306942	10/14/2022	6811	SUPERIOR TREE SERVICE LLC	27TH TREE TRIM	1,625.07

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	123.27
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	123.48
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - PAUL GAFFEY	126.48
307020	10/28/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - BASIN DEPARTMENT STORE	145.66
307023	10/28/2022	14	BENTON COUNTY	ILA MODERATE RISK WASTE FACILITY CONSTRUCTION COST	69,956.66
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	123.20
<b>Total amount by Division</b>					<b>\$82,432.62</b>
<b>110</b>	<b>TRAFFIC</b>				
306768	10/14/2022	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.75
306817	10/14/2022	8774	FASTENAL COMPANY	TAPE AND LUBRICANT	98.71
306832	10/14/2022	1775	GRAINGER	LANYARD	245.49
306832	10/14/2022	1775	GRAINGER	HARNESS	1,077.37
306862	10/14/2022	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2022	133.63
306905	10/14/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	POWER CABLE	519.37
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	462.27
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	619.44
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	44.30
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	441.02
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	638.37
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	1,451.01
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	62.70
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	3,808.08
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	63.58
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	44.30
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	241.14
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	17,109.04
307053	10/28/2022	417	KAR-GOR INC	TRAFFIC CAMERAS	9,728.65
307073	10/28/2022	1775	GRAINGER	COLD WEATHER FR CLOTHING	438.93
307073	10/28/2022	1775	GRAINGER	COLD WEATHER FR CLOTHING	241.29
307109	10/28/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	RG59 AND LIGHTING PLIERS	371.04
307127	10/28/2022	2430	STONEWAY ELECTRIC SUPPLY	CREDIT FOR RETURNING INCORRECT TERMINAL CRIMPER	-647.29
307127	10/28/2022	2430	STONEWAY ELECTRIC SUPPLY	BURNDY CRIMPING TOOL AND TERMINAL CRIMPER	1,383.69
307142	10/28/2022	4764	UNITED PARCEL SERVICE, UPS	SHIPPING	7.26
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	460.10
<b>Total amount by Division</b>					<b>\$39,099.24</b>
<b>Total amount by Fund</b>					<b>\$121,532.34</b>

**103 ARTERIAL STREET FUND**

**010 FUND ACTIVITY**

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	P2201 PAY ESTIMATE 3	39,642.50
306850	10/14/2022	113	INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	P2123 PAY EST 3	1,080,877.75
306852	10/14/2022	529	INTERMOUNTAIN MATERIAL TESTING	TESTING SERVICES FOR P2123 CITY-WIDE OVERLAY	1,763.50
307079	10/28/2022	529	INTERMOUNTAIN MATERIAL TESTING	TESTING SERVICES FOR P2123 CITY-WIDE OVERLAY	3,647.75
<b>Total amount by Division</b>					<b>\$1,125,931.50</b>
<b>Total amount by Fund</b>					<b>\$1,125,931.50</b>
 <b>106 BI-PIN OPERATIONS FUND</b>					
<b>010 FUND ACTIVITY</b>					
306764	10/14/2022	80	BRUTZMAN'S INC	KPD 1ST FLOOR RECONFIGURE FOR BIPIN STAFF	1,357.11
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	138.30
307078	10/28/2022	6	IMPREST PETTY CASH FUND		14.99
307134	10/28/2022	8	TELCO WIRING & REPAIR INC	BIPIN NETWORK CONNECTIONS - OCT 2022	9,828.00
307134	10/28/2022	8	TELCO WIRING & REPAIR INC	CITY NETWORK CONNECTIONS - OCT 2022	270.00
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	128.57
<b>Total amount by Division</b>					<b>\$11,736.97</b>
<b>Total amount by Fund</b>					<b>\$11,736.97</b>
 <b>107 COMMUNITY DEVELOPMENT FUND</b>					
<b>130 CDBG</b>					
306779	10/14/2022	395	CITY OF KENNEWICK	1ST QUARTER INVOICE FOR 2022	845.25
306779	10/14/2022	395	CITY OF KENNEWICK	2ND QUARTER INVOICE FOR 2022	14,503.25
307014	10/28/2022	7859	ARC OF TRI-CITIES, THE	1-3 QUARTERLY INVOICE FOR 2022	24,000.00
307043	10/28/2022	395	CITY OF KENNEWICK	3RD QUARTER INVOICE FOR 2022	9,612.75
<b>Total amount by Division</b>					<b>\$48,961.25</b>
 <b>140 HOME</b>					
306758	10/14/2022	4125	BENTON-FRANKLIN TITLE CO.	DPA 6-YR PD OF AFFORF 2K16-16	280.00
307029	10/28/2022	4125	BENTON-FRANKLIN TITLE CO.	DPA 6-YR OF AFFORD. 2K16-17	280.00
<b>Total amount by Division</b>					<b>\$560.00</b>
<b>Total amount by Fund</b>					<b>\$49,521.25</b>
 <b>116 LODGING TAX FUND</b>					
<b>010 FUND ACTIVITY</b>					
306726	10/13/2022	73761	TRI-CITIES VISITOR & CONV. BUR	SEPTEMBER 2022 TOURISM	95,338.00
306953	10/14/2022	176	TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2022-SEPT	21,829.00
<b>Total amount by Division</b>					<b>\$117,167.00</b>
<b>Total amount by Fund</b>					<b>\$117,167.00</b>

# City of Kennewick

## Claims Roster

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>117 CRIMINAL JUSTICE SALES TAX FND</b>					
<b>042 CITY ATTORNEY</b>					
306731	10/14/2022	730	ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	237.05
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE - SEPTEMBER 23, 2022	12.45
306906	10/14/2022	3467	PRONTO PROCESS SERVICE, INC	MONTHLY COURIER FEE - SEPTEMBER 2022	17.50
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	38.44
306982	10/14/2022	853	WEST GROUP PAYMENT CENTER	ONLINE SUBSCRIPTION - SEPTEMBER 2022	866.65
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	66.15
<b>Total amount by Division</b>					<b>\$1,238.24</b>
<b>073 KPD-PATROL</b>					
306908	10/14/2022	1997	PUBLIC SAFETY TESTING, INC.	CANDIDATE AGENCY ADD-ONS	132.00
306908	10/14/2022	1997	PUBLIC SAFETY TESTING, INC.	3RD QUARTER SUBSCRIPTION - JULY/SEPTEMBER	1,200.00
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	850.63
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	852.66
<b>Total amount by Division</b>					<b>\$3,035.29</b>
<b>076 KPD-SPECIAL SERVICES</b>					
306737	10/14/2022	451	ANGEL PEREZ	PRO-RATED UNIFORM ALLOWANCE	145.83
<b>Total amount by Division</b>					<b>\$145.83</b>
<b>Total amount by Fund</b>					<b>\$4,419.36</b>
<b>118 HIDTA FIDUCIARY PROGRAM</b>					
<b>010 FUND ACTIVITY</b>					
306777	10/14/2022	10777	CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	5,220.63
306807	10/14/2022	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	6,974.41
306807	10/14/2022	10225	DURAN, MATTHEW LAWRENCE	TRAVEL REIMBURSEMENT - HIDTA DIRECTORS MEETING	1,935.87
306814	10/14/2022	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	3,634.04
306825	10/14/2022	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	3,750.73
306841	10/14/2022	403	HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	3,405.97
306883	10/14/2022	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	3,750.00
306912	10/14/2022	10914	RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	4,640.48
306919	10/14/2022	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	4,860.13
306922	10/14/2022	402	SEAN CHRISTOPHER BLUMENKRANTZ	NW HIDTA PROGRAM ASSISTANT	3,405.97
306926	10/14/2022	396	SHAWN ALEXANDER MITCHELL	TRAVEL REIMBURSEMENT - WEEKLY TRAVEL	228.75
306926	10/14/2022	396	SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	3,750.73
306930	10/14/2022	438	SMITH VILLAZOR LLP	LEGAL SERVICES OPIOID LITIGATION	5,000.00
306948	10/14/2022	460	THE LAMAR COMPANIES	BILLBOARD CAMPAIGN	3,000.00
306980	10/14/2022	10001	WEINER, JONATHAN M	TRAVEL REIMBURSEMENT - HIDTA DIRECTORS MEETING	1,913.29
306980	10/14/2022	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	8,159.77

# City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307057	10/28/2022	10225	DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	6,974.41
307061	10/28/2022	10912	EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	3,634.04
307069	10/28/2022	397	GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	3,750.73
307075	10/28/2022	403	HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	3,405.97
307095	10/28/2022	301	MICHAEL J MIZER	TRAVEL REIMBURSEMENT - REGIONAL ORS MEETING	1,352.86
307095	10/28/2022	301	MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	3,750.00
307105	10/28/2022	351	OSMAN, WERDA M.	TRAVEL REIMBURSEMENT - ODMAP TRAINING	64.13
307105	10/28/2022	351	OSMAN, WERDA M.	TRAVEL REIMBURSEMENT - OPERATION PREVENTION	41.63
307114	10/28/2022	10914	RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	4,640.48
307118	10/28/2022	10915	ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	4,860.13
307120	10/28/2022	402	SEAN CHRISTOPHER BLUMENKRANTZ	NW HIDTA PROGRAM ASSISTANT	3,405.97
307122	10/28/2022	396	SHAWN ALEXANDER MITCHELL	CELLEBRITE CCO/CCPA RECERT TRAINING	260.10
307122	10/28/2022	396	SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	3,750.73
307152	10/28/2022	10001	WEINER, JONATHAN M	TRAVEL REIMBURSEMENT - WSIN BOARD MEETING	88.50
307152	10/28/2022	10001	WEINER, JONATHAN M	NW HIDTA DIRECTOR	8,159.77
<b>Total amount by Division</b>					<b>\$111,770.22</b>
<b>Total amount by Fund</b>					<b>\$111,770.22</b>
 <b>119 CORONAVIRUS FISCAL RECOVERY FD</b>					
<b>010 FUND ACTIVITY</b>					
307128	10/28/2022	5689	STRYKER SALES CORPORATION, STRYKER MEDICAL	MECHANICAL CPR DEVICES	2,407.06
<b>Total amount by Division</b>					<b>\$2,407.06</b>
<b>Total amount by Fund</b>					<b>\$2,407.06</b>
 <b>300 CAPITAL IMPROVEMENTS FUND</b>					
<b>010 FUND ACTIVITY</b>					
306780	10/14/2022	435	CITY OF PASCO	1/3 COST OF NEW ANIMAL SHELTER DESIGN	235.17
306780	10/14/2022	435	CITY OF PASCO	INTERLOCAL AGREEMENT	203,032.09
306949	10/14/2022	172	THE TRI-CITY HERALD	INVITATION TO BID	432.99
306949	10/14/2022	172	THE TRI-CITY HERALD	INVITATION TO BID	478.95
306984	10/14/2022	2368	WESTERN SYSTEMS INC	POWER SUPPLY AND BIU	9,787.28
307059	10/28/2022	182	KORY ELLISON	P2206 PAYEST 1	154,414.58
307084	10/28/2022	377	KENNEWICK IRRIGATION DISTRICT	RIGHT OF WAY PERMIT FOR P2212 (PATHWAY SOLAR LIGHT	350.00
<b>Total amount by Division</b>					<b>\$368,731.06</b>
 <b>160 LAND &amp; FACILITIES</b>					
306727	10/14/2022	344	A DIFFERENT SHADE LLC	RETAINAGE RELEASE WINDOW TINTING AT UNION LIBRARY	1,618.75
306786	10/14/2022	6389	COLUMBIA ELECTRIC SUPPLY	LIGHTING UPGRADE	-110.23
306786	10/14/2022	6389	COLUMBIA ELECTRIC SUPPLY	FIXTURES-CREDIT MEMO	-271.39
306786	10/14/2022	6389	COLUMBIA ELECTRIC SUPPLY	FIXTURES	-88.85

# City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306831	10/14/2022	1413	GOODMAN & MEHLENBACHER, INC.	K2109 PAY EST 2	75,254.18
306831	10/14/2022	1413	GOODMAN & MEHLENBACHER, INC.	K2109 PAY EST 3	79,852.48
306923	10/14/2022	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	1,303.20
306923	10/14/2022	817	SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEP	1,167.45
306949	10/14/2022	172	THE TRI-CITY HERALD	PUBLIC ANNOUNCEMENT-HOUSING DEVELOPMENT	125.92
307124	10/28/2022	680	SIERRA ELECTRIC, INC.	CEILING FANS	9,077.81
<b>Total amount by Division</b>					<b>\$167,929.32</b>
<b>170</b>	<b>CAPITAL PURCHASES</b>				
306961	10/14/2022	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	3,780.00
306961	10/14/2022	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	2,005.46
306961	10/14/2022	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	3,780.00
306961	10/14/2022	1566	TYLER TECHNOLOGIES INC	TYLER ERP - ADVANCED SCHEDULING MODULE	24,436.24
307141	10/28/2022	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	3,054.58
307141	10/28/2022	1566	TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	3,780.00
307147	10/28/2022	411	VIBRANT TECHNOLOGY INC	9200 48-PORTS POE+ NETWORK ADVANTAH - C9200-48P-A	5,402.28
<b>Total amount by Division</b>					<b>\$46,238.56</b>
<b>Total amount by Fund</b>					<b>\$582,898.94</b>
<b>303</b>	<b>URBAN ARTERIAL STREET FUND</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306773	10/14/2022	5265	CASCADE TITLE CO	P2012 RE-RECORDING FEE	220.50
306802	10/14/2022	867	DAVID EVANS & ASSOCIATES, INC.	P1402 CONSULTANT INVOICE	1,795.81
306813	10/14/2022	8310	EPIC LAND SOLUTIONS, INC	P2010 CONSULTANT INVOICE	1,426.89
<b>Total amount by Division</b>					<b>\$3,443.20</b>
<b>Total amount by Fund</b>					<b>\$3,443.20</b>
<b>340</b>	<b>PARK RESERVE FUND</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	IRRIGATION CONTROL WIRES	1,664.87
<b>Total amount by Division</b>					<b>\$1,664.87</b>
<b>Total amount by Fund</b>					<b>\$1,664.87</b>
<b>370</b>	<b>GO BOND 2020A FUND</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306796	10/14/2022	9145	CONTINENTAL DOOR CO LLC	RETAINAGE RELEASE FIRE STATION #3 - LIGHT CURTAIN	810.00
306977	10/14/2022	29	WAVE DESIGN GROUP LLC	FIRE ST.#3 INTERIOR DESIGN CONTRACT	1,974.78
<b>Total amount by Division</b>					<b>\$2,784.78</b>



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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>Total amount by Fund</b>					<b>\$2,784.78</b>
<b>371 GO BOND 2022 FUND</b>					
<b>010 FUND ACTIVITY</b>					
306732	10/14/2022	10058	ALLIANCE MANAGEMENT &, CONSTRUCTION SOLUTIONS	CONTRACT 19-020 MOD.3 - FS #1 CONST. MGMT.	7,031.25
306749	10/14/2022	6720	BANLIN CONSTRUCTION LLC	FIRE STATION #1 CONSTRUCTION	228,147.17
306852	10/14/2022	529	INTERMOUNTAIN MATERIAL TESTING	FS #1 - MATERIALS TESTING & SAMPLING SERVICES	1,807.50
306945	10/14/2022	7079	TCA ARCHITECTURE PLANNING INC	FIRE STATION #1 ARCHITECTURAL SERVICES	15,940.58
306947	10/14/2022	404	THE CINCINNATI INSURANCE COMPANY	FS#1 BUILDER'S RISK INSURANCE	33,677.00
306949	10/14/2022	172	THE TRI-CITY HERALD	AD - BID FOR FS#1 AV EQUIP	72.49
307019	10/28/2022	6720	BANLIN CONSTRUCTION LLC	FIRE STATION #1 CONSTRUCTION	440,728.48
307079	10/28/2022	529	INTERMOUNTAIN MATERIAL TESTING	FS #1 - MATERIALS TESTING & SAMPLING SERVICES	1,992.50
307133	10/28/2022	7079	TCA ARCHITECTURE PLANNING INC	FIRE STATION #1 ARCHITECTURAL SERVICES	8,500.00
<b>Total amount by Division</b>					<b>\$737,896.97</b>
<b>Total amount by Fund</b>					<b>\$737,896.97</b>
<b>402 MEDICAL SERVICES FUND</b>					
<b>010 FUND ACTIVITY</b>					
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	14,235.33
306760	10/14/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	85.74
306760	10/14/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	4.34
306760	10/14/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	1.79
306760	10/14/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	35.80
306760	10/14/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	118.18
306770	10/14/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	34.24
306770	10/14/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	593.90
306770	10/14/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	59.65
306770	10/14/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	200.73
306775	10/14/2022	7496	CHAPLAIN SERVICES NETWORK	CHAPLAINCY SERVICES	1,125.00
306775	10/14/2022	7496	CHAPLAIN SERVICES NETWORK	CHAPLAINCY SERVICES	1,125.00
306778	10/14/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURED ON-SITE SHRED SERVICE	71.95
306785	10/14/2022	7849	COLUMBIA BASIN ICE AND, TRANSPORT	ICE FOR STATIONS	154.37
306812	10/14/2022	2931	ENCOMPASS TEXTILES & INTERIORS	EMS BLANKETS	1,535.70
306815	10/14/2022	166	FARMERS EXCHANGE	PROPANE - SMALL TANKS	14.84
306827	10/14/2022	5823	GALLS, LLC	BADGE	158.81
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	317.02
306827	10/14/2022	5823	GALLS, LLC	UNIFORM BELT	27.19
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	361.56
306827	10/14/2022	5823	GALLS, LLC	UNIFORM SHIRT	180.78
306827	10/14/2022	5823	GALLS, LLC	SOFTSHELL JACKET	74.16

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306827	10/14/2022	5823	GALLS, LLC	UNIFORM SHIRT	373.29
306827	10/14/2022	5823	GALLS, LLC	UNIFORM PANTS	475.54
306873	10/14/2022	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	895.83
306873	10/14/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	147.83
306873	10/14/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	147.83
306873	10/14/2022	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	358.51
306873	10/14/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	2,103.96
306873	10/14/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	57.20
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	129.90
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	103.92
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	207.84
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	64.95
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	64.95
306880	10/14/2022	1206	MED-TECH RESOURCE INC	GENERAL MEDICAL SUPPLIES	194.85
306897	10/14/2022	917	OXARC, INC.	OXYGEN	153.28
306897	10/14/2022	917	OXARC, INC.	OXYGEN	77.84
306897	10/14/2022	917	OXARC, INC.	CYLINDER RENTAL	72.70
306897	10/14/2022	917	OXARC, INC.	OXYGEN	136.21
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	332.53
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	108.69
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	169.97
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	46.07
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	51.49
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	RETURN/CREDIT - STATION OPERATING SUPPLIES	-2.93
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	2.93
306937	10/14/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	4.39
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	103.94
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	91.00
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	97.47
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	88.93
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	82.46
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	85.70
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	88.93
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	100.71
306963	10/14/2022	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING	92.62
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	848.91
306973	10/14/2022	4943	WALKER'S FURNITURE	RECLINERS - FS#4	2,119.55
306995	10/14/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	436.76
306995	10/14/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	524.11
306995	10/14/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	128.22

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COATS	393.60
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COATS	529.44
307007	10/28/2022	10964	911 SUPPLY INC	WINTER COAT	131.19
307020	10/28/2022	214	BASIN DEPARTMENT STORE	STATION BOOTS	149.67
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	IV SUPPLIES	19.45
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	IV SUPPLIES	113.04
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	393.48
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	38.05
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	IV SUPPLIES	432.00
307032	10/28/2022	3495	BOUND TREE MEDICAL LLC	GENERAL MEDICAL SUPPLIES	92.44
307036	10/28/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	211.07
307036	10/28/2022	7715	CARDINAL HEALTH 411, INC	MEDICATION	9.12
307042	10/28/2022	2481	CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SECURE ON-SITE SHRED SERVICE	23.99
307047	10/28/2022	695	COLUMBIA BASIN COLLEGE	WINTER22 ALS/OTEP CLASSES	814.20
307047	10/28/2022	695	COLUMBIA BASIN COLLEGE	SUMMER21 ALS/OTEP CLASSES	522.00
307047	10/28/2022	695	COLUMBIA BASIN COLLEGE	FALL21 ALS/OTEP CLASSES	235.20
307047	10/28/2022	695	COLUMBIA BASIN COLLEGE	FALL21 ALS/OTEP CLASSES	758.40
307049	10/28/2022	1308	COLUMBIA VALLEY DAYBREAK, ROTARY	2ND QTR. ROTARY DUES	87.50
307070	10/28/2022	5823	GALLS, LLC	BADGES	1,588.09
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	678.29
307087	10/28/2022	8868	LIFE-ASSIST	IV & GENERAL MEDICAL SUPPLIES	2,114.25
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL OPERATING SUPPLIES	230.03
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL OPERATING SUPPLIES	230.03
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL OPERATING SUPPLIES	77.42
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	121.57
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	3,293.63
307087	10/28/2022	8868	LIFE-ASSIST	GENERAL MEDICAL SUPPLIES	49.18
307090	10/28/2022	1206	MED-TECH RESOURCE INC	IV SUPPLIES	194.85
307101	10/28/2022	4770	NETWORK SERVICES COMPANY	FS#5 FLOOR SCRUBBER REPAIR	392.88
307106	10/28/2022	917	OXARC, INC.	OXYGEN	118.41
307106	10/28/2022	917	OXARC, INC.	OXYGEN	126.48
307112	10/28/2022	957	RANCH & HOME INC	PROPANE - SMALL TANK	14.62
307112	10/28/2022	957	RANCH & HOME INC	STATION BOOTS	172.77
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.60
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.60
307126	10/28/2022	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION OPERATING SUPPLIES	17.60
307135	10/28/2022	7618	TELEFLEX LLC	IV SUPPLIES	1,169.91
307137	10/28/2022	930	TOTAL ENERGY MANAGEMENT	NEDERMAN INSPECTION FS#2	373.66
307139	10/28/2022	168	TRILOGY MEDWASTE WEST LLC	MONTHLY RX DISPOSAL	15.37
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	782.13

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307157	10/28/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	656.00
307157	10/28/2022	6869	ZOLL MEDICAL CORPORATION	GENERAL MEDICAL SUPPLIES	601.91
<b>Total amount by Division</b>					<b>\$49,893.08</b>
<b>Total amount by Fund</b>					<b>\$49,893.08</b>
<b>403</b>	<b>BUILDING SAFETY FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
306719	10/05/2022	448	MUSTANG SIGNS	PERMIT REFUND SIGN-2022-0091	111.25
<b>Total amount by Division</b>					<b>\$111.25</b>
<b>010</b>	<b>FUND ACTIVITY</b>				
EFT	10/04/2022	70016	U.S. BANK	MERCHANT SERVICE FEES	3,391.67
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	386.19
307078	10/28/2022	6	IMPREST PETTY CASH FUND		42.54
307091	10/28/2022	10112	MEDINA, LUIS	ICC BUILDING PLANS EXAMINER EXAM	230.00
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	386.27
307150	10/28/2022	777	WABO WASHINGTON ASSOCIATION, OF BUILDING OFFICIAL	WABO EVENT REGISTRATION	65.00
<b>Total amount by Division</b>					<b>\$4,501.67</b>
<b>Total amount by Fund</b>					<b>\$4,612.92</b>
<b>404</b>	<b>COLISEUM FUND</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306853	10/14/2022	220	IRWIN SEATING COMPANY	PAY APP 3 - TOYOTA CENTER SEATING IMPROVEMENTS	676,646.47
307080	10/28/2022	220	IRWIN SEATING COMPANY	PAY APP 4 TOYOTA CENTER SEATING IMPROVEMENTS	6,874.30
<b>Total amount by Division</b>					<b>\$683,520.77</b>
<b>Total amount by Fund</b>					<b>\$683,520.77</b>
<b>405</b>	<b>STORMWATER UTILITY FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	63.36
<b>Total amount by Division</b>					<b>\$63.36</b>
<b>010</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	3,603.84
306744	10/14/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - BRYAN GARZA	78.22
306768	10/14/2022	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.75
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	SWEEPER FILL REPAIR	59.96
306810	10/14/2022	182	KORY ELLISON	P2115 PAY EST 2	241,005.21
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	SWEEPER FILL SETUP	325.78
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FLOOR DRY	691.51

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306910	10/14/2022	957	RANCH & HOME INC	SWEEPER CHAIN REPAIR	83.18
306911	10/14/2022	957	RANCH & HOME INC	TIE DOWNS	39.12
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	331.32
306994	10/14/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	64.98
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	35.87
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	173.88
307020	10/28/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - BASIN DEPARTMENT STORE	134.79
307073	10/28/2022	1775	GRAINGER	COLUMBIA RANCHO #1 EXHAUST FAN	121.37
307079	10/28/2022	529	INTERMOUNTAIN MATERIAL TESTING	TESTING SERVICES FOR P2115 37TH AVE STORM	1,765.50
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	274.14
307156	10/28/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	64.60
<b>Total amount by Division</b>					<b>\$248,909.02</b>
<b>Total amount by Fund</b>					<b>\$248,972.38</b>
<b>406</b>	<b>COLUMBIA PARK GOLF COURSE FUND</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306959	10/14/2022	4283	TURF STAR - WESTERN	MOWER	20,653.00
<b>Total amount by Division</b>					<b>\$20,653.00</b>
<b>Total amount by Fund</b>					<b>\$20,653.00</b>
<b>410</b>	<b>WATER AND SEWER FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	50.03
306795	10/14/2022	4907	CONSOLIDATED SUPPLY CO	INV 400 METER BOXES	96,438.64
306842	10/14/2022	865	HD FOWLER COMPANY INC	400 INV RESTOCK	956.56
306842	10/14/2022	865	HD FOWLER COMPANY INC	INV 400 PIPE	769.60
306842	10/14/2022	865	HD FOWLER COMPANY INC	INV 300 HD FOWLER	86.27
306842	10/14/2022	865	HD FOWLER COMPANY INC	315005 Q-BEND - 1" METER TO COPPER	1,171.44
306996	10/19/2022	70027	CITY OF KENNEWICK	WTR USED ACCOUNT# 49008220-00	69.86
306996	10/19/2022	70027	CITY OF KENNEWICK	WTR USED ACCOUNT# 49007784-00	190.00
306996	10/19/2022	70027	CITY OF KENNEWICK	WTR USED ACCOUNT# 49009274-00	130.21
306996	10/19/2022	70027	CITY OF KENNEWICK	WTR USED ACCOUNT# 49009281-00	51.59
307000	10/19/2022	99995	HYDRANT REFUNDS	HYDRANT METER REFUND	269.79
307001	10/19/2022	99995	HYDRANT REFUNDS	HYDRANT METER REFUND	348.41
307002	10/19/2022	99995	HYDRANT REFUNDS	HYDRANT METER REFUND	330.14
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 300 WATER	629.90
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 300 HD FOWLER	1,941.47
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 300 QUICK JOINTS	467.89
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 300 ROMAC PARTS	411.00

# City of Kennewick

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 300 WATER	209.97
<b>Total amount by Division</b>					<b>\$104,522.77</b>
<b>010</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	84,140.58
306733	10/14/2022	6567	ALLIED ELECTRONICS INC	WWTP HEADWORKS FUSES AND CABINET LIGHT	115.74
306733	10/14/2022	6567	ALLIED ELECTRONICS INC	HIGH SERVICE PUMP2 VFD	191.53
306733	10/14/2022	6567	ALLIED ELECTRONICS INC	SCADA SERVER RACK CLEANUP	271.22
306733	10/14/2022	6567	ALLIED ELECTRONICS INC	SCADA SERVER RACK CLEANUP	135.35
306733	10/14/2022	6567	ALLIED ELECTRONICS INC	23RD AND GUM CABINET INTRUSION SWITCHES	299.06
306736	10/14/2022	2738	ANATEK LABS INC	VOC LAB ANALYSIS	3,025.00
306736	10/14/2022	2738	ANATEK LABS INC	LEAD AND COPPER SAMPLE SUPPLIES AND ANALYSIS	1,800.00
306736	10/14/2022	2738	ANATEK LABS INC	IOC SAMPLE ANALYSIS	1,700.00
306739	10/14/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	2022-10 HVAC MAINT	720.58
306740	10/14/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	CHEM ROOM EXHAUST FAN REPAIRS	1,943.59
306742	10/14/2022	1803	AQUA-AEROBIC SYSTEMS INC	100HP IMPELLER - WWTP	7,843.17
306744	10/14/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM - DREW MALTOS	80.39
306746	10/14/2022	316	B & B EXPRESS PRINTING, INC	WATER METER REPLACEMENT PROJECT, NOTIFICATION CARD	445.50
306748	10/14/2022	108	BADGER METER INC	FIRE HYDRANT METER REGISTERS	413.68
306750	10/14/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - BASIN DEPARTMENT STORE	264.14
306750	10/14/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - BASIN DEPARTMENT STORE	265.22
306751	10/14/2022	3707	BAXTER AUTO PARTS	CREDIT BELTS FOR SCREEN ROOM	-7.48
306751	10/14/2022	3707	BAXTER AUTO PARTS	PAINT FOR WINCH CABLE	28.65
306756	10/14/2022	94	BENTON COUNTY TREASURER	FRIENDS OF BM TAX AFFADAVIT #1-0889-300-0001-007	20.00
306757	10/14/2022	93	BENTON FRANKLIN DISTRICT, HEALTH	HAB ANALYSIS	108.10
306757	10/14/2022	93	BENTON FRANKLIN DISTRICT, HEALTH	BACTERIA SAMPLE ANALYSIS	2,695.00
306768	10/14/2022	1817	RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	55.74
306772	10/14/2022	555	CASCADE COLUMBIA DISTRIBUTION, CO	WTP CHEMICALS	12,878.82
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	SUCTION HOSE AND FITTINGS FOR WATER PUMP AND FLUSH	443.93
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	TUBING FOR ONLINE INSTRUMENTATION	290.23
306774	10/14/2022	5050	CENTRAL HOSE & FITTINGS INC	HOSE FOR COLUMBIA GARDENS	10.54
306786	10/14/2022	6389	COLUMBIA ELECTRIC SUPPLY	SCADA SOFTWARE UPGRADE, 1 LICENSE UPGRADED	6,025.94
306788	10/14/2022	505	COLUMBIA GRAIN & FEED INC	CHAINS FOR CUTTING ROOTS AROUND METER BOXES	76.07
306792	10/14/2022	4226	CONCRETE SPECIAL TIES	PREP MATERIAL AND BRUSHES FOR CANYON LAKES RESERVO	40.06
306792	10/14/2022	4226	CONCRETE SPECIAL TIES	SIKAFLEX REPLACEMENT MATERIAL FOR CANYON LAKES RES	259.31
306806	10/14/2022	7827	DOTY, RAYMON	UNIFORM ALLOWANCE	24.38
306815	10/14/2022	166	FARMERS EXCHANGE	NEW CHAIN SAW CHAIN	46.73
306815	10/14/2022	166	FARMERS EXCHANGE	SALT FOR 18TH AND KELLOG HYPO GENERATOR	52.11
306815	10/14/2022	166	FARMERS EXCHANGE	SALT FOR 18TH AND KELLOG HYPO GENERATION UNIT	69.48
306815	10/14/2022	166	FARMERS EXCHANGE	SALT FOR HYPO GENERATION SYSTEM 18TH AND KELLOG	60.80

# City of Kennewick

## Claims Roster

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306817	10/14/2022	8774	FASTENAL COMPANY	NUTS FOR LARGE METER SETS	-108.83
306817	10/14/2022	8774	FASTENAL COMPANY	FITTING FOR THE ECO 900	0.68
306817	10/14/2022	8774	FASTENAL COMPANY	SNAP RINGS FOR SHACKLES THAT SECURE RACK CELL #2	44.21
306818	10/14/2022	5736	FCS GROUP	P2210 CONSULTANT INVOICE	2,350.00
306819	10/14/2022	4147	FEDEX	W/S GENERAL ADMINISTRATION - POSTAGE EXPENSE	79.98
306819	10/14/2022	4147	FEDEX	W/S GENERAL ADMINISTRATION - POSTAGE EXPENSE	158.26
306820	10/14/2022	86	FERGUSON ENTERPRISES INC	P1822 PAYEST 5	213,454.90
306820	10/14/2022	86	FERGUSON ENTERPRISES INC	P1822 PAY EST 6	524,767.82
306823	10/14/2022	453	FRIENDS OF BADGER MOUNTAIN	FRIENDS OF BM PROPERTY VOUCHER #1-0889-300-001-007	5,900.00
306832	10/14/2022	1775	GRAINGER	SLIDE GATE SHAFT COVERS	294.16
306832	10/14/2022	1775	GRAINGER	AIR BLOW GUN	42.63
306832	10/14/2022	1775	GRAINGER	23RD & GUM INTRUSION INSTALL	222.33
306832	10/14/2022	1775	GRAINGER	23RD & GUM LS INTRUSION SWITCHES	838.21
306832	10/14/2022	1775	GRAINGER	23RD & GUM LS INTRUSION BRACKETS	38.97
306832	10/14/2022	1775	GRAINGER	FIRE HOSE NOZZLES FOR SED BASIN WEIR WASHDOWN	79.05
306832	10/14/2022	1775	GRAINGER	BULBS FOR OUTSIDE BUILDING LIGHTS	119.13
306837	10/14/2022	1482	HACH COMPANY	TURBIDITY SENSOR REPAIR WTP	670.15
306838	10/14/2022	1338	HANSFORD, BILL	UNIFORM ALLOWANCE	130.42
306839	10/14/2022	1339	HANSON, MIKE	UNIFORM ALLOWANCE	97.78
306842	10/14/2022	865	HD FOWLER COMPANY INC	RETROFIT 3 PORT HYDRANT TOPS	11,972.49
306842	10/14/2022	865	HD FOWLER COMPANY INC	BREAKAWAY KIT TO REPAIR HIT HYDRANT AT 101 UNION S	492.88
306842	10/14/2022	865	HD FOWLER COMPANY INC	BREAKAWAY KIT FOR WATEROUS FIRE HYDRANT STOCK PART	492.88
306842	10/14/2022	865	HD FOWLER COMPANY INC	WATER LIDS FOR VALVE CANS IN STREET	435.67
306849	10/14/2022	116	INDUSTRIAL CONSTRUCTION OF WASHINGTON LLC	P1514 PAY EST 6 FINAL	9,990.55
306851	10/14/2022	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2022	487.50
306856	10/14/2022	4713	J-U-B ENGINEERS INC	P1514 CONSULTANT INVOICE	1,638.85
306856	10/14/2022	4713	J-U-B ENGINEERS INC	P2113 CONSULTANT INVOICE	1,600.78
306856	10/14/2022	4713	J-U-B ENGINEERS INC	P2114 CONSULTANT INVOICE	9,443.00
306856	10/14/2022	4713	J-U-B ENGINEERS INC	P2211 CONSULTANT INVOICE	71,316.41
306862	10/14/2022	5148	KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE - SEPTEMBER 2022	137.68
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	PARTS FOR FLUSHING HOSES	41.90
306863	10/14/2022	78	KENNEWICK INDUSTRIAL & ELEC	AERATOR MOTOR SUPPLIES	88.09
306866	10/14/2022	9852	KOZAK, ROBERT	UNIFORM ALLOWANCE	378.73
306869	10/14/2022	791	LAMPSON INTERNATIONAL LLC	CRANE TO REMOVE MOTOR FROM HRT BASIN	815.25
306869	10/14/2022	791	LAMPSON INTERNATIONAL LLC	CRANE SERVICE TO PULL 75HP MOTOR FROM HTR BASIN	652.20
306876	10/14/2022	6305	MARAZZO, WILLIAM	UNIFORM ALLOWANCE	244.45
306885	10/14/2022	1086	MONARCH MACHINE & TOOL CO INC	REPAIR 75HP FLOAT FOR HRT	3,663.19
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	WFP - 10128	46.75
306886	10/14/2022	5112	MOON SECURITY SERVICES, INC	SCADA - DAK0001	36.96
306891	10/14/2022	1290	NCL OF WISCONSIN, INC.	LAB SUPPLIES, AMMONIA TEST	424.45

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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306892	10/14/2022	4466	NORTHSTAR CHEMICAL INC	WTP CHEMICALS	6,281.43
306896	10/14/2022	3700	OFFICE DEPOT INC	OFFICE SUPPLIES	35.24
306900	10/14/2022	1040	PARAMOUNT SUPPLY COMPANY	18" SLIDE IN GASKETS FOR 47TH AND OLY METER REPLAC	83.09
306900	10/14/2022	1040	PARAMOUNT SUPPLY COMPANY	WATER TREATMENT PLANT HIGH SERVICE PUMP 4 PRESSURE	20.49
306900	10/14/2022	1040	PARAMOUNT SUPPLY COMPANY	WATER TREATMENT PLANT HIGH SERVICE PUMP 4 PRESSURE	32.28
306905	10/14/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	LIFT STATION CONTACT COIL CANYON AND ARROWHEAD	414.64
306905	10/14/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	CREDIT FOR RETURNED FISH TAPE	-316.82
306909	10/14/2022	8218	QUALITY CONTROL SERVICES, INC.	RE-CERTIFY LAB WEIGHTS	89.25
306909	10/14/2022	8218	QUALITY CONTROL SERVICES, INC.	CALIBRATE LAB EQUIPMENT	370.00
306910	10/14/2022	957	RANCH & HOME INC	SPRAYER FOR ROOT FOAM	16.29
306910	10/14/2022	957	RANCH & HOME INC	RAT BAIT FOR MANHOLES	130.42
306924	10/14/2022	8114	SERV-A-PURE COMPANY	FILTER TO MAKE DI LAB WATER	275.00
306949	10/14/2022	172	THE TRI-CITY HERALD	ACCEPTANCE OF WORK AD FOR P2018	29.15
306954	10/14/2022	6270	TRI-CITY SIGN & BARRICADE, CONSTRUCTION AHEAD INC	LOCATE PAINT	601.59
306960	10/14/2022	17	TWIN CITY METALS INC	METAL TO BUILD STANDS ON LARGE METER SETS	113.78
306964	10/14/2022	3564	US LINEN AND UNIFORM	LINEN SERVICE	114.36
306965	10/14/2022	7925	USA BLUEBOOK, HD SUPPLY FACILITIES MAIN	LABORATORY EQUIPMENT AND SUPPLY	292.50
306965	10/14/2022	7925	USA BLUEBOOK, HD SUPPLY FACILITIES MAIN	CONSUMABLE LAB SUPPLIES	1,354.60
306965	10/14/2022	7925	USA BLUEBOOK, HD SUPPLY FACILITIES MAIN	CHLORINE SAMPLE KITS AND ACCESSORIES	2,053.85
306966	10/14/2022	3881	UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	312.18
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	2,696.68
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	EXTENSION CORD FOR CANYON LAKES SIKAFLEX PROJECT	70.63
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	MATERIALS TO BUILD GLUE ROLLER FOR CANYON LAKES PR	18.61
306974	10/14/2022	1035	WASHINGTON HARDWARE AND, FURNITURE CO	WIRE WHEEL FOR CANYON LAKES SEALING PROJECT	17.38
306978	10/14/2022	1346	WEBB, KEVIN	UNIFORM ALLOWANCE	194.70
306994	10/14/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	432.99
307010	10/28/2022	6567	ALLIED ELECTRONICS INC	TYPE 3 SURGE PROTECTION DEVICE	421.36
307012	10/28/2022	7400	ANALYTICAL SERVICES INC	ENDOSPORE SAMPLING SUPPLIES AND ANALYSIS	265.00
307012	10/28/2022	7400	ANALYTICAL SERVICES INC	ENDOSPORE SAMPLING SUPPLIES AND ANALYSIS	265.00
307013	10/28/2022	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET META	CAPACITOR	587.87
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	86.94
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	391.32
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	126.05
307016	10/28/2022	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM -	94.53
307017	10/28/2022	316	B & B EXPRESS PRINTING, INC	WATER METER REPLACEMENT PROJECT, NOTIFICATION CARD	476.52
307020	10/28/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - BASIN DEPARTMENT STORE	107.61
307026	10/28/2022	34	BENTON COUNTY AUDITOR	FRIENDS OF BM RECORDING FEE #1-0889-300-0001-007	415.00
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	91.87
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	40,039.82
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	9,956.13



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Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	28,070.18
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	7,026.87
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	52.01
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	15,981.23
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	298.02
307028	10/28/2022	84	BENTON PUD NO. 1	ELECTRICITY	22,536.62
307034	10/28/2022	749	BUILDERS HARDWARE & SUPPLY CO	NEW PADLOCKS FOR RESERVOIR	723.25
307037	10/28/2022	83	CASCADE NATURAL GAS	GAS SERVICE	33.32
307037	10/28/2022	83	CASCADE NATURAL GAS	GAS SERVICE	47.16
307044	10/28/2022	100	CITY OF RICHLAND	HAB	78.41
307050	10/28/2022	4853	CONNELL OIL INC, 76 DISTRIBUTING	FOOD GRADE GREASE FOR ANNUAL FIRE HYDRANT MAINT.	199.26
307064	10/28/2022	8774	FASTENAL COMPANY	BOLTS AND NUTS TO REPAIR FIRE HYDRANTS	13.33
307065	10/28/2022	4147	FEDEX	W/S GENERAL ADMINISTRATION - POSTAGE EXPENSE	49.83
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	ACCESSORY GLAND PACK FOR 12" REPAIR SLEEVE	102.35
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	12" PIPE AND MECHANICAL JOINTS TO REPAIR MAINLINE	6,550.36
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	HYDRANT TO REPLACE HIT UNREPAIRABLE FIRE HYDRANT O	3,358.73
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	GRINDER FOR SHAVING EDGES OF METER BOX LIDS	248.92
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	DRILLS FOR MAINTENANCE TRUCKS	715.25
307066	10/28/2022	86	FERGUSON ENTERPRISES INC	TORQUE WRENCHES FOR MAINTENANCE TRUCKS	488.19
307073	10/28/2022	1775	GRAINGER	BRUSHES FOR THE BRUSH SYSTEM ON THE CLAIRIFIERS	324.41
307073	10/28/2022	1775	GRAINGER	GUIDE WIRE AROUND THE HRT'S	241.66
307076	10/28/2022	865	HD FOWLER COMPANY INC	PARTS TO REPAIR BROKEN HYDRANT AT TREATMENT PLANT	637.79
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	PARTS FOR 15 HP AERATOR	98.55
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	CHLORINE LINE REPLACEMENT PARTS FOR 47TH ANS OLY	23.98
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	ASR BUBBLE TRAP	35.48
307083	10/28/2022	78	KENNEWICK INDUSTRIAL & ELEC	FINAL CLARIFIER WATER LINE REPAIR	71.46
307089	10/28/2022	3154	M & M BOLT COMPANY, LLC	47TH & OLYMPIA RESERVOIR FLOWMETER REPLACEMENT	16.15
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	WFP - 10128	46.75
307096	10/28/2022	5112	MOON SECURITY SERVICES, INC	SCADA - DAK0001	36.96
307106	10/28/2022	917	OXARC, INC.	CO2 FOR FREEZING WATER SERVICES	210.02
307106	10/28/2022	917	OXARC, INC.	MATERIALS FOR PLASMA CUTTING METER BOX LIDS	252.06
307109	10/28/2022	329	PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	47TH & OLY FLOWMETER REPLACEMENT	407.59
307117	10/28/2022	363	ROGERS MACHINERY COMPANY INC	WTP COMPRESSED AIR DRYERS	5,729.96
307124	10/28/2022	680	SIERRA ELECTRIC, INC.	HOOK UP 75HP AERATOR IN THE HRT BASIN	114.33
307145	10/28/2022	7925	USA BLUEBOOK, HD SUPPLY FACILITIES MAIN	PH BUFFER FOR INSTRUMENT CALIBRATION WTP	217.23
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	2,708.80
307156	10/28/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	426.87

**Total amount by Division** **\$1,157,646.34**

**205 SEWER AREA CHARGE**

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306856	10/14/2022	4713	J-U-B ENGINEERS INC	P2209 CONSULTANT INVOICE	8,493.50
<b>Total amount by Division</b>					<b>\$8,493.50</b>
<b>Total amount by Fund</b>					<b>\$1,270,662.61</b>
<b>411 W/S 2019 REVENUE BOND FUND</b>					
<b>010 FUND ACTIVITY</b>					
306843	10/14/2022	6569	HDR INC	P1810 CONSULTANT INVOICE	5,291.69
306920	10/14/2022	7084	ROTSCHY INC	P1810 PAY EST 19	131,343.13
306920	10/14/2022	7084	ROTSCHY INC	P1810 PAY EST 30	172,573.52
<b>Total amount by Division</b>					<b>\$309,208.34</b>
<b>Total amount by Fund</b>					<b>\$309,208.34</b>
<b>501 EQUIPMENT RENTAL FUND</b>					
<b>000 FUND ACTIVITY</b>					
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	334.16
306776	10/14/2022	4185	CHRISTENSEN INC	INV 700 COOLANT DRUM	549.13
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	INV RELAY	8.84
306798	10/14/2022	5727	COSTCO ANYWHERE CITI VISA	INV 700 AIR FILTERS	244.96
306798	10/14/2022	5727	COSTCO ANYWHERE CITI VISA	INV 700 MOTORCRAFT FUEL FILTERS	190.61
306798	10/14/2022	5727	COSTCO ANYWHERE CITI VISA	INV 700 TORO BELTS	255.62
306815	10/14/2022	166	FARMERS EXCHANGE	PRE-MIX FUEL FOR STEVE W	2,608.80
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	173.15
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	124.91
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	420.59
306902	10/14/2022	6241	PASCO TIRE FACTORY INC	INV 800 TIRES	996.60
306902	10/14/2022	6241	PASCO TIRE FACTORY INC	INV 800 TIRES	5,756.25
307062	10/28/2022	8243	EVMODULES, BARR TECHNOLOGIES INC	INV 700 IGNITION DELAY MODULE	89.21
307063	10/28/2022	166	FARMERS EXCHANGE	INV 700 BLADES RESHARPEN	78.26
307063	10/28/2022	166	FARMERS EXCHANGE	INV 700 BLADES RESHARPEN	78.26
307063	10/28/2022	166	FARMERS EXCHANGE	INV 700 BLADES RESHARPEN	156.53
307071	10/28/2022	10783	GOODYEAR COMMERCIAL TIRE, GOODYEAR TIRE & RUBBER	INV 800 GOODYEAR	703.64
307085	10/28/2022	4244	L N CURTIS & SONS	INV 700 VALVE KIT	175.57
307099	10/28/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	380.22
307099	10/28/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	359.82
307099	10/28/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	291.27
307107	10/28/2022	6241	PASCO TIRE FACTORY INC	INV 800 BFG K02	996.60
<b>Total amount by Division</b>					<b>\$14,973.00</b>
<b>010 FUND ACTIVITY</b>					
306766	10/14/2022	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2022 FORD RANGER VEH 3204	29,128.16

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306766	10/14/2022	2579	BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2022 FORD RANGER VEH 3205	29,128.16
306769	10/14/2022	10504	CANYON COUNTRY CYCLE, CANYON COUNTRY CYCLE LLC	SWITCH VEH 3109	107.56
306771	10/14/2022	3527	CASADAY BEE-LINE SERVICE, & TOWING LLC	ALIGNMENT VEH 7678	111.74
306784	10/14/2022	1310	COLEMAN OIL COMPANY	COL PARK MOWER FUEL	851.51
306784	10/14/2022	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	35,456.96
306789	10/14/2022	8852	COMMERCIAL TIRE	TIRES VEH 2307	1,817.56
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	BELT VEH 7824	33.70
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	SENDER UNIT VEH 7825	260.88
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	SENDER UNIT VEH 7814	260.88
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	GASKET AND HARDWARE VEH 2512	18.13
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	STARTER VEH 2512	447.79
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	CREDIT CORE VEH 2512	-21.74
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	SEAL VEH2512	14.89
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	PARTS - SCREWS VEH2512	3.76
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	CONTROL VEH 7825	67.67
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	WIRE ASSEMBLY VEH 7825	26.63
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	GASKET VEH7825	4.02
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	SHOP ELEMENT VEH5903	81.53
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	AIR FILTER VEH5903	41.58
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	LIFT ASSEMBLY VEH2001	59.79
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	HOUSING VEH 7812	45.63
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	BELT VEH 7827	29.35
306803	10/14/2022	9827	DAY WIRELESS SYSTEMS	LIGHTING 2022 FORD RANGERS 3201, 3202, 3203	5,740.13
306804	10/14/2022	601	DIRECT AUTOMOTIVE DISTRIBUTING	BRAKE PARTS VEH 2105	92.25
306804	10/14/2022	601	DIRECT AUTOMOTIVE DISTRIBUTING	BRAKE ROTOR VEH 2105	418.87
306804	10/14/2022	601	DIRECT AUTOMOTIVE DISTRIBUTING	BRAKE PADS VEH 2105	74.31
306834	10/14/2022	437	GREG MAHLER	1ST HALF COMPLEMENT	51.94
306834	10/14/2022	437	GREG MAHLER	1ST HALF COMPLEMENT GREG MAHLER	89.98
306848	10/14/2022	8711	HUGHES FIRE EQUIPMENT INC	GAUGE VEH 2801	491.49
306848	10/14/2022	8711	HUGHES FIRE EQUIPMENT INC	MIRROR VEH 2003	1,047.16
306857	10/14/2022	3363	JIM'S PACIFIC GARAGES INC	REPAIR AND ALIGNMENT VEH 5520	1,738.00
306857	10/14/2022	3363	JIM'S PACIFIC GARAGES INC	COOLING REPAIR VEH 4100	2,926.92
306857	10/14/2022	3363	JIM'S PACIFIC GARAGES INC	STEERING REPAIR VEH 2307	1,483.50
306857	10/14/2022	3363	JIM'S PACIFIC GARAGES INC	CLUTCH KIT VEH 4510	73.02
306865	10/14/2022	6243	KIMBALL MIDWEST	SHOP SUPPLIES - BOLTS, CONNECTORS	181.69
306878	10/14/2022	2357	MCCURLEY CHEVROLET INC	HOSES VEH 5519	92.25
306879	10/14/2022	2254	MCMMASTER-CARR SUPPLY COMPANY	FITTINGS VEH 4105	81.06
306881	10/14/2022	3284	MEL'S INTER-CITY TOWING	TOWING VEH 3901	81.53
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	SPARK PLUGS VEH6801	44.57
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH5108	22.86

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	SPARK PLUGS VEH305	15.10
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	WIPERS VEH5519	11.06
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	15W OIL VEH3817	39.94
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	WINDSHIELD FLUID FOR FLEET	71.55
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	DOOR ACTUATOR VEH 7924	37.80
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HOSE CLAMPS VEH W009	12.92
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	DOOR CLIP VEH 2715	6.23
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FUEL FILTER VEH7350	6.98
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	LAMPS VEH 7808	9.51
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 0094	34.95
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH3530	8.11
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	LAMPS VEH7360	18.60
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	LAMP VEH 7357	18.60
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 4105	14.97
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 4105	46.33
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HOSE CLAMPS VEH 2307	14.01
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	WHEEL WEIGHTS FOR FLEET	97.39
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CALIPERS VEH 2105	268.79
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HEADLIGHT HARNESS VEH 7812	28.61
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	FUSES VEH 5108	9.07
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	HOSE CLAMPS VEH 2003	35.02
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CABIN FILTER VEH 0403	12.00
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	COOLANT VEH 7676	10.78
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 3910	12.23
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CLEVIS PIN VEH 0073	19.03
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	CORE CREDIT VEH 2105	-119.46
306889	10/14/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	OIL FILTER VEH 3910	8.11
306893	10/14/2022	1677	NORTHSTAR CLEAN CONCEPTS HOTSYS, CLEAN CONCEPTS GR	TANK & PUMP REPAIR VEH5312	2,280.82
306895	10/14/2022	4217	O'REILLY AUTO PARTS	RADIATOR VEH16	190.39
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY TERMINALS VEH133	22.79
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY VEH7827	186.87
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY RETURN VEH7827	-186.87
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY VEH5314	186.87
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY RETURN VEH 5314	-186.87
306895	10/14/2022	4217	O'REILLY AUTO PARTS	BATTERY VEH 7925	210.78
306895	10/14/2022	4217	O'REILLY AUTO PARTS	CREDIT BATTERY VEH 7925	-210.77
306895	10/14/2022	4217	O'REILLY AUTO PARTS	CHARGE BACK	164.06
306895	10/14/2022	4217	O'REILLY AUTO PARTS	SWAY BAR LINKS VEH 7806	49.85
306898	10/14/2022	6603	PAPE MACHINERY INC	WIPER BLADES VEH94 LOADER	69.27
306902	10/14/2022	6241	PASCO TIRE FACTORY INC	TIRES VEH2105	664.35

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306902	10/14/2022	6241	PASCO TIRE FACTORY INC	SERVICE CALL VEH2802	251.93
306910	10/14/2022	957	RANCH & HOME INC	PROPANE VEH 0401	20.48
306910	10/14/2022	957	RANCH & HOME INC	PROPANE VEH 0401	19.50
306913	10/14/2022	3803	RDO EQUIPMENT	HOLDER VEH 0073	413.31
306918	10/14/2022	3691	RMT EQUIPMENT	HYDRAULIC VALVE VEH3737	358.07
306918	10/14/2022	3691	RMT EQUIPMENT	SEAL KIT VEH 3907	140.45
306935	10/14/2022	2366	SPECK BUICK GMC OF TRICITIES, SPECK THREE INC	REPAIR CHASSIS MODULE VEH 3006	190.11
306936	10/14/2022	247	SS EQUIPMENT, PASCO NEW HOLLAND	MULCH KIT VEH3212	313.05
306936	10/14/2022	247	SS EQUIPMENT, PASCO NEW HOLLAND	TIRES VEH3904	596.07
306936	10/14/2022	247	SS EQUIPMENT, PASCO NEW HOLLAND	TIRES VEH 3904	596.07
306938	10/14/2022	28	STAR RENTALS INC	REPAIR & INSPECTION SCISSOR LIFT VEH3313	157.62
306941	10/14/2022	179	SUPERIOR TIRE SERVICE INC	TIRE FOR VEH 2802	747.86
306964	10/14/2022	3564	US LINEN AND UNIFORM	LINEN SERVICE	124.07
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	133.69
307020	10/28/2022	214	BASIN DEPARTMENT STORE	OE UNIFORM - 2ND HALF COMPLIMENT	236.97
307021	10/28/2022	4052	BATTERIES PLUS	BATTERY VEH 5555	35.27
307046	10/28/2022	1310	COLEMAN OIL COMPANY	COLUMBIA PARK MOWER FUEL	1,166.07
307046	10/28/2022	1310	COLEMAN OIL COMPANY	CITYWIDE FLEET FUEL	33,174.62
307077	10/28/2022	8572	HIGH DESERT MAINTENANCE INC	BRACKET FAB VEH 3806	179.36
307081	10/28/2022	3363	JIM'S PACIFIC GARAGES INC	OIL FILTER VEH 5100	32.89
307081	10/28/2022	3363	JIM'S PACIFIC GARAGES INC	INDICATOR VEH 2717	65.66
307092	10/28/2022	3284	MEL'S INTER-CITY TOWING	TOWING VEH 3737	81.53
307099	10/28/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTER VEH 4001	20.99
307099	10/28/2022	8875	NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	AIR FILTERS VEH 5804	45.50
307103	10/28/2022	4217	O'REILLY AUTO PARTS	REFRIGERANT VEH 5702	24.99
307103	10/28/2022	4217	O'REILLY AUTO PARTS	BATTERY VEH 0228	471.39
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	133.57
<b>Total amount by Division</b>					<b>\$156,628.53</b>
<b>Total amount by Fund</b>					<b>\$171,601.53</b>
<b>502</b>	<b>CENTRAL STORES FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
EFT	10/25/2022	167	WA STATE DEPT OF REVENUE	EXCISE TAXES SEPT 2022	100.42
306832	10/14/2022	1775	GRAINGER	INV 200 GRAINGER	442.93
306832	10/14/2022	1775	GRAINGER	INV 200 GRAINGER	338.21
306832	10/14/2022	1775	GRAINGER	INV 200 GRAINGER	177.24
306832	10/14/2022	1775	GRAINGER	INV 200 GRAINGER	530.01
306842	10/14/2022	865	HD FOWLER COMPANY INC	INV 500 IRRIGATION	160.84
306842	10/14/2022	865	HD FOWLER COMPANY INC	INV 500 IRRIGATION	549.02

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306873	10/14/2022	8868	LIFE-ASSIST	INV 200 NITRILE GLOVES	7,695.96
306951	10/14/2022	367	TRAFFIC SAFETY SUPPLY CO INC	INV 200 SAFETY VESTS	439.25
307040	10/28/2022	8416	CHEMSEARCH, NCH CORPORATION	INV 200 CHEMSEARCH	1,358.15
307048	10/28/2022	175	COLUMBIA BASIN PAPER & SUPPLY	INV 200 COLUMBIA BASIN PAPER SUPPLY	365.23
307073	10/28/2022	1775	GRAINGER	INV 200 GRAINGER	22.92
307073	10/28/2022	1775	GRAINGER	INV 200 GRAINGER	333.39
307073	10/28/2022	1775	GRAINGER	INV 200 GRAINGER	364.74
307076	10/28/2022	865	HD FOWLER COMPANY INC	INV 500 IRRIGATION	1,578.05
307100	10/28/2022	1525	NATIONAL BARRICADE CO LLC	INV 900 DELINEATORS	6,429.55
307138	10/28/2022	367	TRAFFIC SAFETY SUPPLY CO INC	INV 900 SUPER BUNDY PADS	1,042.43
<b>Total amount by Division</b>					<b>\$21,928.34</b>
<b>010 FUND ACTIVITY</b>					
306728	10/14/2022	1526	ABADAN	COPIER MAINTENANCE -2022	502.05
306728	10/14/2022	1526	ABADAN	COPIER MAINTENANCE - 2022	100.55
306728	10/14/2022	1526	ABADAN	COPIER MAINT - 2022	501.15
306728	10/14/2022	1526	ABADAN	12 COPIER MAINTENANCE - 2022	581.96
306728	10/14/2022	1526	ABADAN	COPIER MAINTENANCE -2022	122.49
306728	10/14/2022	1526	ABADAN	COPIER MAINTENANCE - 2022	414.15
306872	10/14/2022	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	519.59
306872	10/14/2022	6743	LEAF CAPITAL FUNDING LLC	12 COPIER LEASE - 2022	1,215.84
306872	10/14/2022	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	623.06
307008	10/28/2022	1526	ABADAN	COPIER MAINTENANCE -2022	276.30
307086	10/28/2022	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	210.87
307086	10/28/2022	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	387.61
307086	10/28/2022	6743	LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	181.53
307101	10/28/2022	4770	NETWORK SERVICES COMPANY	COPY PAPER FOR COPIER PROGRAM	4,121.90
<b>Total amount by Division</b>					<b>\$9,759.05</b>
<b>Total amount by Fund</b>					<b>\$31,687.39</b>
<b>503 RISK MANAGEMENT FUND</b>					
<b>010 FUND ACTIVITY</b>					
306783	10/14/2022	5296	CKJT ARCHITECTS PLLC	K2113 CONSULTANT INVOICE	4,612.30
306793	10/14/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT NEEL & MORAIN	444.31
306793	10/14/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT GAGE & CENTER PARKWAY	859.11
306793	10/14/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT 10TH & IRBY	790.63
306794	10/14/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	ANCHOR BOLTS FOR LIGHT POLE AT 1ST & WASHINGTON	233.71
306797	10/14/2022	7868	CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	REPLACE CATALYTIC CONVERTER ON STREETS #4308	3,126.76
306821	10/14/2022	81	FNS COLLISION GROUP LLC	REPAIR KPD VEHICLE #7823	1,839.55
306821	10/14/2022	81	FNS COLLISION GROUP LLC	REPAIR KPD VEHICLE #7938	4,307.84

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306824	10/14/2022	409	FRONTIER FENCE INC	REPAIR 2 SECTIONS OF CHAIN LINK FENCE AT FROST	728.29
306917	10/14/2022	4656	RHOADS MUFFLER SHOP	REPLACE CATALYTIC CONVERTER - STREETS #64	1,485.72
306917	10/14/2022	4656	RHOADS MUFFLER SHOP	REPLACE CATALYTIC CONVERTER ON STREETS #152	1,485.72
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.23
306984	10/14/2022	2368	WESTERN SYSTEMS INC	REPLACE RRFB AT EDISON / SOUTH OF CANAL	975.13
307051	10/28/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE DAMAGED LUMINAIRE AT 1ST & AUBURN	2,820.77
307051	10/28/2022	35	CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT 101 COLUMBIA DRIVE	2,715.72
307098	10/28/2022	550	MOTOROLA SOLUTIONS INC	REPLACE RADIOS IN KPD #7815 & #7678	5,034.10
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.19
<b>Total amount by Division</b>					<b>\$31,542.08</b>
<b>Total amount by Fund</b>					<b>\$31,542.08</b>
<b>611 FIREMENS PENSION FUND</b>					
<b>010 FUND ACTIVITY</b>					
307030	10/28/2022	4065	BERNA, LETA	LEOFF 1 PENSION	354.81
307058	10/28/2022	5685	ECKERT, NANCY	LEOFF 1 PENSION	1,582.64
307074	10/28/2022	122	GRAVES, MARJORIE	LEOFF 1 PENSION	2,618.65
307111	10/28/2022	6700	PURDY, PAULA	LEOFF 1 PENSION	1,010.42
307116	10/28/2022	145	REMUS, LARRY J	LEOFF 1 PENSION	941.96
307121	10/28/2022	148	SHAW, LEONARD	LEOFF 1 PENSION	685.85
307125	10/28/2022	150	SLEATER, LARRY L	LEOFF 1 PENSION	1,483.25
307148	10/28/2022	152	VICKERMAN, THOMAS	LEOFF 1 PENSION	519.81
307153	10/28/2022	10500	WELCH, BETTY JEAN	LEOFF 1 PENSION	1,019.04
307155	10/28/2022	154	WILLEBY, DONALD R	LEOFF 1 PENSION	768.65
<b>Total amount by Division</b>					<b>\$10,985.08</b>
<b>Total amount by Fund</b>					<b>\$10,985.08</b>
<b>612 OPEB TRUST FUND</b>					
<b>010 FUND ACTIVITY</b>					
306730	10/14/2022	24	ADKINS, WILLIAM	RETIREE MEDICAL	170.10
306765	10/14/2022	185	BUCK, GARY E	RETIREE MEDICAL	170.10
306808	10/14/2022	1894	EASLING, CONNIE	RETIREE MEDICAL	170.10
306816	10/14/2022	41	FARNKOFF, ROBERT C	RETIREE MEDICAL	170.10
306829	10/14/2022	181	GIER, CHARLES W.	RETIREE MEDICAL	170.10
306830	10/14/2022	134	GONDERMAN, DAVID A	RETIREE MEDICAL	170.10
306835	10/14/2022	62	GROSS, ROBERT	RETIREE MEDICAL	170.10
306844	10/14/2022	455	HEIMBIGNER, MICHAEL	RETIREE MEDICAL	170.10
306844	10/14/2022	455	HEIMBIGNER, MICHAEL	RETIREE MEDICAL	1,098.96
306846	10/14/2022	6744	HIRSCHEL, ARTHUR D	RETIREE MEDICAL	104.90

# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
306858	10/14/2022	3891	JOPLIN, ALAN	RETIREE MEDICAL	170.10
306860	10/14/2022	65	JUERGENS, CURT	RETIREE MEDICAL	170.10
306867	10/14/2022	60	KRAFT, JAMES	RETIREE MEDICAL	170.10
306874	10/14/2022	50	MACE, BILL	RETIREE MEDICAL	170.10
306875	10/14/2022	52	MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	170.10
306875	10/14/2022	52	MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	11.51
306882	10/14/2022	58	FEARING, DOUG	RETIREE MEDICAL	170.10
306894	10/14/2022	142	O'HAIR, RONALD L	RETIREE MEDICAL	170.10
306904	10/14/2022	5554	PENNEY, MICHAEL	RETIREE MEDICAL	134.00
306916	10/14/2022	145	REMUS, LARRY J	RETIREE MEDICAL	139.50
306921	10/14/2022	1821	SCHARNHORST, DEAN	RETIREE MEDICAL	170.10
306925	10/14/2022	148	SHAW, LEONARD	RETIREE MEDICAL	148.50
306929	10/14/2022	150	SLEATER, LARRY L	RETIREE MEDICAL	170.10
306933	10/14/2022	66	SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	170.10
306956	10/14/2022	1318	TRIPP, GREG	RETIREE MEDICAL	170.10
306969	10/14/2022	152	VICKERMAN, THOMAS	RETIREE MEDICAL	170.10
306972	10/14/2022	8584	WAGNER, BRIAN	RETIREE MEDICAL	154.10
306976	10/14/2022	9944	WATERS, DENNIS	RETIREE MEDICAL	148.50
306987	10/14/2022	154	WILLEBY, DONALD R	RETIREE MEDICAL	170.10
306987	10/14/2022	154	WILLEBY, DONALD R	RETIREE MEDICAL	5,586.00
306988	10/14/2022	2997	WILLIAMS, GARY	RETIREE MEDICAL	170.10
306989	10/14/2022	1415	WILLIAMS, KEN	RETIREE MEDICAL	135.50
306991	10/14/2022	9776	YADEN, MARK	RETIREE MEDICAL	170.10
<b>Total amount by Division</b>					<b>\$11,573.77</b>
<b>Total amount by Fund</b>					<b>\$11,573.77</b>
<b>634</b>	<b>BI-COUNTY POLICE INFO NETWORK</b>				
<b>010</b>	<b>FUND ACTIVITY</b>				
306791	10/14/2022	6375	COMPUNET INC	MICROSOFT SQL SERVER - YEAR 1 OF 3 - BIPIN	6,505.70
<b>Total amount by Division</b>					<b>\$6,505.70</b>
<b>Total amount by Fund</b>					<b>\$6,505.70</b>
<b>642</b>	<b>METRO DRUG FORFEITURE FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
306753	10/14/2022	14	BENTON COUNTY	METRO OT REIMBURSEMENT - AUGUST 2022	835.67
306782	10/14/2022	1516	CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT - AUGUST 2022	1,039.43
306822	10/14/2022	2655	FRANKLIN COUNTY SHERIFF'S	METRO OT REIMBURSEMENT - AUGUST 2022	284.00
307025	10/28/2022	14	BENTON COUNTY	METRO OT REIMBURSEMENT - SEPTEMBER 2022	1,823.28
307068	10/28/2022	2655	FRANKLIN COUNTY SHERIFF'S	METRO OT REIMBURSEMENT - SEPTEMBER 2022	1,427.47



# City of Kennewick

## Claims Roster

10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>Total amount by Division</b>					<b>\$5,409.85</b>
<b>010</b>	<b>FUND ACTIVITY</b>				
306811	10/14/2022	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	TF 22-034	12.00
306811	10/14/2022	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	TF 22-040	9.50
306934	10/14/2022	22	SPECIAL SERVICES GROUP	COVERT TRACK SUBSCRIPTION	1,304.40
306958	10/14/2022	457	TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE	825.00
306967	10/14/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.23
306994	10/14/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	158.93
307054	10/28/2022	7711	CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	87.23
307060	10/28/2022	1933	EMPLOYMENT SECURITY DEPARTMENT, TREASURY UNIT	TF-040	12.00
307146	10/28/2022	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES	41.19
307156	10/28/2022	5471	ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	158.93
<b>Total amount by Division</b>					<b>\$2,650.41</b>
<b>Total amount by Fund</b>					<b>\$8,060.26</b>
<b>888</b>	<b>RESIDUAL FUND</b>				
<b>000</b>	<b>FUND ACTIVITY</b>				
EFT	10/28/2022	5000	COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	P CARD PURCHASES - SEPTEMBER 2022	82,532.38
<b>Total amount by Division</b>					<b>\$82,532.38</b>
<b>Total amount by Fund</b>					<b>\$82,532.38</b>

**City of Kennewick**  
**Claims Roster**  
10/1/2022 - 10/31/2022

Check #	Check Date	Vendor #	Vendor Name	Description of Services	Amount
<b>Grand Total:</b>					<u><u>\$7,425,881.72</u></u>

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



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

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

Check numbers 306717 through 307157:	\$7,208,922.26
Electronic Payments (EFT) :	<u>\$ 216,959.46</u>
<b>Total</b>	<b>\$7,425,881.72</b>

Exceptions:

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
<b>001 GENERAL FUND</b>				
CITY COUNCIL	10182	PROCARD, ASSOCIATION OF WASHINGTON	AWC MAYORS EXCHANGE TICKET	50.00
CITY COUNCIL	999998	P-CARD OTP	HOTEL CHARGE FOR JMILLBAUER FOR ECA CONFERENC	1,550.38
CITY COUNCIL	11079	PROCARD, OUR COOKIE HOUSE	COUNCIL MEETING SUPPLIES.	70.59
CITY MANAGER	10158	PROCARD, CANVA	MONTHLY CHARGE FOR DDOLLARHYDE CANVA DESIGN	12.99
CITY MANAGER	6006	ADOBE SYSTEMS, INC	MONTHLY CHARGE FOR ADOBE SOFTWARE FOR DDOLL	32.60
CITY MANAGER	999998	P-CARD OTP	NAME TAGS FOR DDOLLARHYDE AND KPEEL	15.87
CITY MANAGER	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY SEMINAR FOR DDOLLARHYDE	135.00
RECREATION SERVICES	3883	U R M CASH & CARRY	POPCORN OIL FOR KCC	32.98
RECREATION SERVICES	3717	AMAZON.COM	POPCORN SEASON SALT FOR KCC	10.25
RECREATION SERVICES	3717	AMAZON.COM	ENVELOPES FOR RECORDS RETENTION	15.75
RECREATION SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES	101.60
RECREATION SERVICES	3717	AMAZON.COM	RUBBER BANDS	10.86
RECREATION SERVICES	172	THE TRI-CITY HERALD	TRI CITY HERALD SUBSCRIPTION	15.99
RECREATION SERVICES	3883	U R M CASH & CARRY	POPCORN	29.09
RECREATION SERVICES	3717	AMAZON.COM	POPCORN KETTLE CLEANER	18.59
RECREATION SERVICES	3717	AMAZON.COM	HAND SANITIZER REFILL	20.13
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	STORAGE SHELVING FOR KCC	440.22
RECREATION SERVICES	3717	AMAZON.COM	HDMI CABLE FOR KCC	31.40
RECREATION SERVICES	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	STAFF UNIFORM EMBROIDERY	421.67
RECREATION SERVICES	7217	FACEBOOK	FACEBOOK ADVERTISING	117.78
RECREATION SERVICES	999998	P-CARD OTP	CONFERENCE ROOM TABLES BILLING CORRECTION	9.09
RECREATION SERVICES	999998	P-CARD OTP	PANDORA FOR PAVILLION	29.29
RECREATION SERVICES	7653	BSN SPORTS WEST	YOUTH BASKETBALL SUPPLIES	2,939.04
RECREATION SERVICES	3717	AMAZON.COM	COMMAND STRIPS	16.27
RECREATION SERVICES	3717	AMAZON.COM	BOX CUTTERS	10.32
RECREATION SERVICES	999998	P-CARD OTP	VACCUM FOR COMMUNITY CENTER	543.49
RECREATION SERVICES	999998	P-CARD OTP	SIGN HOLDERS	154.75
RECREATION SERVICES	3223	WALMART SUPERCENTER	FALL DECOR AND CARD STOCK	34.59
RECREATION SERVICES	8367	GREEN CLEANERS	DRY CLEANING	58.64
RECREATION SERVICES	3869	HAMPTON INNS	NRPA CONF. HOTEL FOR HALEY	756.45
RECREATION SERVICES	3717	AMAZON.COM	TAPE,DOOR SINAGE/COMMAND STRIPS	45.51
RECREATION SERVICES	999998	P-CARD OTP	DYSON FOR PAVILLION	1,054.38
RECREATION SERVICES	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AN	OFFICE SUPPLIES	43.56
RECREATION SERVICES	3883	U R M CASH & CARRY	SUPPLIES FOR TEAM BUILDING EVENT	33.59

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
RECREATION SERVICES	11071	COSTCO	DRINKS FOR EVENT	55.13
RECREATION SERVICES	904	COUNTRY GENTLEMAN RESTAURANT, AND CA'	FOOD FOR OUR TEAM BUILDING RETREAT	834.43
RECREATION SERVICES	999998	P-CARD OTP	LUNCH FOR EVENT	773.53
RECREATION SERVICES	999998	P-CARD OTP	JULIA LANG HOTEL IFEA	777.40
RECREATION SERVICES	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	SWAG HATS	465.15
RECREATION SERVICES	999998	P-CARD OTP	DESK FOR DIRECTORS OFFICE	803.61
FACILITIES MAINTENANCE	3469	WESTIN HOTELS	HOTEL FOR NRPA CONFERENCE	1,422.88
FACILITIES MAINTENANCE	6151	WASTE MANAGEMENT	GARBAGE AT RESTRAUNT	149.75
FACILITIES MAINTENANCE	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY TRAINING FOR DREA	135.00
FACILITIES MAINTENANCE	6624	MOUNT'S LOCK, KEY & ENGRAVING, INC.	NEW KEYS FOR DESK	9.67
FACILITIES MAINTENANCE	999998	P-CARD OTP	DESK FOR DIRECTORS OFFICE	803.62
ECONOMIC DEVELOPMENT	6620	STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING	31.53
ECONOMIC DEVELOPMENT	9708	EIG	EMAIL MANAGEMENT FOR MARKETING INFORMATION	244.58
ACCOUNTING	716	CDW GOVERNMENT, INC.	ACROBAT PRO DC - GUIERRMO	141.28
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA - PAFR FEE FY2021	250.00
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA TRAINING - CASS TORRES	490.00
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - SCREEN CLEANER	14.87
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - WIRED KEYBOARD	20.08
ACCOUNTING	999998	P-CARD OTP	1099 TRAINING	219.00
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA TRAINING - CASS TORRES	125.00
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA TRAINING - DAN LEGARD	125.00
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA TRAINING - DENISE WINTERS	125.00
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA TRAINING - MEG COLEMAN	140.00
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - TISSUES AND FILE ORGANIZER	27.81
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - CLEAR PAGE PROTECTORS	29.80
ACCOUNTING	3717	AMAZON.COM	OFFICE SUPPLIES - BLANK W-2 FORMS	51.75
HUMAN RESOURCES	3242	ALASKA AIRLINES	TRAVEL FOR C.OSBORN TO AWC BOARD MEETING	497.19
HUMAN RESOURCES	3715	NRPA HOUSING	JOB POSTING FOR CAPITAL PROJECTS MANAGER	124.00
HUMAN RESOURCES	10216	PROCARD, US BANK PREPAID CARDS	2022 YEARS OF SERVICE AWARDS - VISA GIFT CARDS	3,933.10
HUMAN RESOURCES	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	WOMEN IN BUSINESS CONFERENCE ERIKA VILLASANTE	149.00
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES - TONER	140.22
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	32.38
CUSTOMER SERVICE	999998	P-CARD OTP	PRA DEEP DIVE - MRSC TRAINING - BRANDI RALSTON	40.00
CUSTOMER SERVICE	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY TRAINING - ANNA BOLDT	135.00
CUSTOMER SERVICE	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY TRAINING - DYLAN DOREMUS	135.00
CUSTOMER SERVICE	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY TRAINING - MARCIA FUHER	135.00
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES - MONEY ENVELOPES	28.25

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
CODE ENFORCEMENT	3717	AMAZON.COM	OFFICE SUPPLIES	20.04
CITY ATTORNEY	7237	GOTPRINT.COM	BUSINESS CARDS SARAH ZIMMERMAN	36.29
CITY CLERK	999998	P-CARD OTP	WAPRO REGISTRATION REFUND K. TOWNSEND	(200.00)
CITY CLERK	172	THE TRI-CITY HERALD	TCH ANNUAL SUBSCRIPTION	120.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	IPHONE CASE - RON K	20.63
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING FEES	572.05
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	MONTHLY CREDIT CARD PROCESSING FEES	84.40
INFORMATION TECHNOLOGY	9860	PROCARD, PAYPAL	EOS POLE MTG BRACKET FOR ARROW RECEIVER - AARO	88.98
INFORMATION TECHNOLOGY	5591	DRI*WWW.ELEMENT5.INFO	VMWARE/AIRWATCH TRAINING - ROBERTO H	4,250.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	IPAD/IPHONE/SURFACE SCREEN PROTECTORS	34.75
INFORMATION TECHNOLOGY	3717	AMAZON.COM	BUSYLIGHT DEVICE - MAURICE	64.01
INFORMATION TECHNOLOGY	9572	PROCARD, CBI*KIOWARE	KIOWARE KIOSK SOFTWARE RENEWAL	86.96
INFORMATION TECHNOLOGY	10738	BLUEBEAM INC	BLUEBEAM STUDIO PRIME RENEWAL	2,543.58
INFORMATION TECHNOLOGY	9303	PROCARD, ESRI	MIGRATING FROM ARCMAP TO ARCGIS PRO TRAINING -	1,558.00
INFORMATION TECHNOLOGY	7846	PROCARD, EXITCERTIFIED CORP	ENTERPRISE VAULT TRAINING - ERIC B	4,500.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(5) REPLACEMENT LAPTOP BATTERIES	229.45
INFORMATION TECHNOLOGY	999998	P-CARD OTP	FALL ACCIS CONFERENCE - JOHN BARADA	425.00
INFORMATION TECHNOLOGY	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	ACCIS FALL CONFERENCE - 1 NIGHT HOTEL DEPOSIT - JO	166.74
INFORMATION TECHNOLOGY	3717	AMAZON.COM	WATER COOLER - BIPIN OFFICE	120.79
INFORMATION TECHNOLOGY	3717	AMAZON.COM	CELL PHONE WALL CHARGERS - IT	36.20
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LAPTOP BATTERY REPLACEMENT - JOHN REED	58.68
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(5) REPLACEMENT LAPTOP BATTERIES	229.45
INFORMATION TECHNOLOGY	10608	PROCARD, ZOOM.US	ZOOM RENEWAL	6,736.46
INFORMATION TECHNOLOGY	3717	AMAZON.COM	DELL XPS REPLACEMENT BATTERY (2) - IT	113.84
INFORMATION TECHNOLOGY	999998	P-CARD OTP	NETWORK FIBER PATCH CABLES - JOHN REED	95.10
INFORMATION TECHNOLOGY	10603	PROCARD, SKYPE.COM/GO/BILL	SKYPE QUARTERLY SUBSCRIPTION	8.52
INFORMATION TECHNOLOGY	3717	AMAZON.COM	DELL PRECISION LAPTOP REPLACEMENT BATTERY - IT	64.12
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ID CARD HOLDERS WITH CARABINER REEL CLIP (150)	123.80
INFORMATION TECHNOLOGY	3717	AMAZON.COM	DELL PRECISION LAPTOP REPLACEMENT BATTERY - IT	63.04
INFORMATION TECHNOLOGY	10646	NEXVORTEX	MONTHLY PHONE LINE CHARGES	391.84
INFORMATION TECHNOLOGY	5776	MONOPRICE INC	NETWORK PATCH CABLES - IT	695.48
INFORMATION TECHNOLOGY	9303	PROCARD, ESRI	WORKING WITH UTILITY NETWORKS IN ARCGIS CLASS -	1,558.00
PLANNING	229	DELL MARKETING L.P., C/L DELL USA L.P.	DELL 24" MONITOR - ANTHONY VONMOOS	251.13
PLANNING	999998	P-CARD OTP	ANTHONY MUAI: MRSC HOUSING WEBINAR REGISTRATI	40.00
PLANNING	3700	OFFICE DEPOT INC	OFFICE DEPOT: MISC. OFFICE SUPPLIES FOR NEW PLANN	59.15
PLANNING	3717	AMAZON.COM	OFFICE SUPPLIES - TONER	391.87
PLANNING	3717	AMAZON.COM	OFFICE SUPPLIES - TONER	190.17

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
KPD-ADMINISTRATION	3717	AMAZON.COM	BUILDING PARTS	32.60
KPD-ADMINISTRATION	10971	THE BUNKER	QUARTERMASTER SUPPLIES	136.94
KPD-ADMINISTRATION	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	LODGING WASPC CONFERENCE - GUERRERO	162.96
KPD-ADMINISTRATION	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	LODGING FOR WASPC CONFERENCE - KIEL	162.96
KPD-ADMINISTRATION	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	LODGING FOR WASPC CONFERENCE - MOOS	162.96
KPD-ADMINISTRATION	2432	CHARTER COMMUNICATIONS	BASIC CABLE SERVICES	244.06
KPD-CRIMINAL INVESTIGATION	3717	AMAZON.COM	CRIME ANALYSIS REFERENCE MATERIAL	32.56
KPD-CRIMINAL INVESTIGATION	999998	P-CARD OTP	CID TRAINING - MAYNARD	795.00
KPD-CRIMINAL INVESTIGATION	3732	76 / CIRCLE K	OUT OF STATE FUEL EXPENSE - VEHICLE 7938	60.00
KPD-CRIMINAL INVESTIGATION	7321	JIMMY JOHNS	CID FOOD	81.51
KPD-CRIMINAL INVESTIGATION	999998	P-CARD OTP	TELESTREAM SWITCH 5 PLAYER	43.37
KPD-CRIMINAL INVESTIGATION	10424	MOULTRIE MOBILE	SURVEILLANCE CAMERA USAGE	6.14
KPD-CRIMINAL INVESTIGATION	2432	CHARTER COMMUNICATIONS	ICAC LAB INTERNET SERVICES	119.99
KPD-CRIMINAL INVESTIGATION	7616	PROCARD, NCOURT *WABENTNCOFN	WEAPON SEIZURE HEARING FILING FEE 22-54867	87.15
KPD-CRIMINAL INVESTIGATION	7616	PROCARD, NCOURT *WABENTNCOFN	WEAPON SEIZURE HEARING FILING FEE 22-56941	87.15
KPD-CRIMINAL INVESTIGATION	7616	PROCARD, NCOURT *WABENTNCOFN	WEAPON SEIZURE HEARING FILING FEE	87.15
KPD-CRIMINAL INVESTIGATION	7616	PROCARD, NCOURT *WABENTNCOFN	WEAPON SEIZURE HEARING FILING FEE	87.15
KPD-PATROL	999998	P-CARD OTP	REPLACEMENT GETAC KEYBOARDS	1,189.60
KPD-PATROL	9711	OXFORD SUITES, OS INNCO	HOTEL IN SPOKANE-DE-ESCALATION TRAINING FOR SGT	220.82
KPD-PATROL	9860	PROCARD, PAYPAL	TUITION CHARGE FOR SWAT BASIC-OFC ARMITAGE	500.00
KPD-PATROL	3717	AMAZON.COM	MEDICAL BAG CHEST SEALS FOR PATROL CARS	216.60
KPD-PATROL	552	10TH AVENUE CLEANERS,LLC	BLOODY UNIFORM CLEANING-CAMPBELL,SEVERSON,HA	90.61
KPD-PATROL	999998	P-CARD OTP	TUITION CHARGE FOR NTOA SUPERVISOR CLASS-SGT W	304.00
KPD-PATROL	10901	PROCARD, LA POSADA MEXICAN GRILL	MEAL FOR OFFICER INVOLVED IN OIS	10.86
KPD-PATROL	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	LODGING FOR WASPC CONFERENCE - WALTERS	162.96
KPD-PATROL	999998	P-CARD OTP	TOWING SERVICES	298.65
KPD-STAFF SERVICES	8106	PROCARD, POSITIVE CONCEPTS INC	SECTOR PAPER	780.00
KPD-STAFF SERVICES	3883	U R M CASH & CARRY	CITIZENS ACADEMY SUPPLIES	102.83
KPD-SPECIAL SERVICES	5823	GALLS, LLC	UNIFORM SHOES	330.69
KPD-SPECIAL SERVICES	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	HOTEL FOR FBI NAA CONFERENCE	398.54
KPD-SPECIAL SERVICES	999998	P-CARD OTP	KPD FITNESS APP	16.31
KPD-SPECIAL SERVICES	3717	AMAZON.COM	TOURNIQUET HOLDERS	184.70
KPD-SPECIAL SERVICES	2672	NORTH AMERICAN RESCUE PRODUCTS	TOURNIQUETS FOR PATROL OFFICERS/CARS	486.50
KPD-SPECIAL SERVICES	3717	AMAZON.COM	WIRELESS PRESENTATION CLICKERS FOR DEPARTMENT	31.72
KPD-SPECIAL SERVICES	3717	AMAZON.COM	QUARTERMASTER SUPPLIES	75.61
KPD-SPECIAL SERVICES	837	SKAMANIA LODGE, SKAMANIA OPCO, LLC	LODGING FOR WASPC CONFERENCE - CLEM	162.96
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	29.35

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	16.31
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	136.94
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	105.97
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	106.05
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	9.23
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	55.97
FIRE ADMINISTRATION	3717	AMAZON.COM	OPERATING SUPPLIES	21.18
FIRE ADMINISTRATION	1099	LOWE'S HARDWARE	STATION OPERATING SUPPLIES	109.57
FIRE ADMINISTRATION	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	STATION OPERATING SUPPLIES	14.13
FIRE SUPPRESSION	29	WAVE DESIGN GROUP LLC	MSA CUSTOM FACE SHIELDS	4,950.00
FIRE SUPPRESSION	999998	P-CARD OTP	TRT TEXTBOOKS	2,500.00
FIRE SUPPRESSION	999998	P-CARD OTP	TRT TEXTBOOKS	20.75
FIRE SUPPRESSION	999998	P-CARD OTP	TRT EQUIPMENT	1,359.24
FIRE SUPPRESSION	7993	PROCARD, VIMEO.COM	ANNUAL VIMEO SUBSCRIPTION	216.32
FIRE SUPPRESSION	999998	P-CARD OTP	MONTHLY ONLINE LIBRARY SUBSCRIPTION	6.00
FIRE SUPPRESSION	999998	P-CARD OTP	RESCUE MANNEQUIN	1,073.99
FIRE SUPPRESSION	999998	P-CARD OTP	SMOKE MACHINE BC KIT	1,281.93
FIRE SUPPRESSION	3717	AMAZON.COM	HYDRANT WRENCHES	184.80
FIRE SUPPRESSION	505	COLUMBIA GRAIN & FEED INC	CHAINSAW	1,630.49
FIRE SUPPRESSION	10570	WPSG- INC	NY HOOKS / STEP CHOCKS	1,013.28
FIRE SUPPRESSION	999998	P-CARD OTP	UNIFORM ALLOWANCE	11.09
FIRE PREVENTION/INVESTIGATION	10158	PROCARD, CANVA	CREDIT - ACCOUNT CANCELLED	(119.40)
ENGINEERING	4031	AUTODESK INC	AUTOCAD MONTHLY SUBSCRIPTION - PUBLIC WORKS	347.84
ENGINEERING	10182	PROCARD, ASSOCIATION OF WASHINGTON	IACC CONFERENCE 2022 REGISTRATION FOR HEATH MEL	200.00
ENGINEERING	7189	CARLSON SOFTWARE INC	CARLSON SOFTWARE MAINTENANCE RENEWAL - SCOTT	211.97
ENGINEERING	3717	AMAZON.COM	ERGONOMIC KEYBOARD & MOUSE COMBO FOR MATT G.	128.26
ENGINEERING	488	APWA	APWA 2022 - WA FALL CONFERENCE REGISTRATION FOR	625.00
ENGINEERING	3717	AMAZON.COM	CUBICLE OFFICE SUPPLIES - SANDRA QUANDT	51.07
GF-NONDEPARTMENTAL	3699	TRI-CITY AREA CHAMBER, OF COMMERCE	ATHENA AWARDS LUNCHEON REGISTRATION	90.00
<b>Fund Total:</b>				<b>\$72,647.18</b>
<b>102 STREET FUND</b>				
FUND ACTIVITY	1099	LOWE'S HARDWARE	TOOLS FOR SIGN SHOP - STREETS	941.26
TRAFFIC	999998	P-CARD OTP	ELECTRICAL CEU RENEWAL FOR JOURNEYMAN - JONAT	119.00
TRAFFIC	87	ITE- INSTITUTE OF, TRANSPORTATION ENGINEE	ITE ANNUAL DUES FOR JOE SEET	327.00
<b>Fund Total:</b>				<b>\$1,387.26</b>

# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
<b>106 BI-PIN OPERATIONS FUND</b>				
FUND ACTIVITY	7237	GOTPRINT.COM	BUSINESS CARDS FOR TRACY TROUTMAN	36.29
FUND ACTIVITY	4107	WWW.METROLINEDIRECT.COM	DESK PHONE FOR TRACY T	65.05
FUND ACTIVITY	3292	BEST BUY	BIPIN PRINTER TONER CARTRIDGE	96.72
FUND ACTIVITY	3717	AMAZON.COM	WHITE BOARDS	307.85
<b>Fund Total:</b>				<b>\$505.91</b>
<b>107 COMMUNITY DEVELOPMENT FUND</b>				
CDBG	9860	PROCARD, PAYPAL	REGISTRATION FOR KPEEL FOR NATION COMMUNITY DE	470.00
CDBG	999998	P-CARD OTP	NAME TAGS FOR DDOLLARHYDE AND KPEEL	15.87
CDBG	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY SEMINAR FOR KPEEL	135.00
<b>Fund Total:</b>				<b>\$620.87</b>
<b>117 CRIMINAL JUSTICE SALES TAX FND</b>				
CITY ATTORNEY	10354	PROCARD, YPS*	HOTEL ROOM FOR WSAMA FALL CONFERENCE - L. SANG	455.88
CITY ATTORNEY	4600	WSAMA	WSAMA FALL CONFERENCE 2022 REGISTRATION FEE - L/	260.00
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CHARGES	580.00
KPD-SPECIAL SERVICES	10971	THE BUNKER	NEW HIRE POLICE CADET CLOTHES & SHOES	362.85
<b>Fund Total:</b>				<b>\$1,658.73</b>
<b>402 MEDICAL SERVICES FUND</b>				
FUND ACTIVITY	10605	PROCARD, TURTLEBACK	RADIO HOLSTER & STRAP	109.98
FUND ACTIVITY	3717	AMAZON.COM	RADIO STRAP / HOLSTER	110.71
FUND ACTIVITY	3717	AMAZON.COM	OPERATING SUPPLIES	21.18
FUND ACTIVITY	1099	LOWE'S HARDWARE	STATION OPERATING SUPPLIES	109.57
FUND ACTIVITY	999998	P-CARD OTP	UNIFORM ALLOWANCE	62.86
FUND ACTIVITY	4759	GRIGG ENTERPRISES INC, ACE HARDWARE	STATION OPERATING SUPPLIES	14.12
<b>Fund Total:</b>				<b>\$428.42</b>
<b>403 BUILDING SAFETY FUND</b>				
FUND ACTIVITY	777	WABO WASHINGTON ASSOCIATION, OF BUILDII	DAN WOOLSEY: WABO 2022 SEMINAR REGISTRATION FEI	300.00
FUND ACTIVITY	777	WABO WASHINGTON ASSOCIATION, OF BUILDII	THOMAS WOODS: 2022 WABO SEMINAR REGISTRATION F	300.00
FUND ACTIVITY	2093	INTERNATIONAL CODE COUNCIL, SO.CENTRAL	TONY OSTOJA: ICC 2018 BUILDING CODE BOOK	32.88
FUND ACTIVITY	999998	P-CARD OTP	LUIS MEDINA: ICC COMMERCIAL BLDG INSP. EXAM	230.00
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES - TONER	391.86
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES - TONER	190.16
<b>Fund Total:</b>				<b>\$1,444.90</b>



# City of Kennewick

## Pcard Roster

Paid by EFT - 10/28/22

Fund/Division	Vendor #	Vendor Name	Description of Services	Amount
<b>410 WATER AND SEWER FUND</b>				
FUND ACTIVITY	1099	LOWE'S HARDWARE	FISH TAPE FOR CLEARING WATER SERVICES TO MAINLIN	54.33
FUND ACTIVITY	255	BIG 5 SPORTING GOODS	2 SETS OF HORSESHOE KITS FOR PW BBQ	152.16
FUND ACTIVITY	255	BIG 5 SPORTING GOODS	CREDIT - RETURN OF 2 SETS OF HORSESHOE KITS FOR PV	(152.16)
FUND ACTIVITY	255	BIG 5 SPORTING GOODS	2 SETS OF HORSESHOE KITS FOR PW BBQ	121.72
FUND ACTIVITY	999998	P-CARD OTP	FUNDAMENTALS OF DEWATERING WEBINAR WEF COUR	40.00
FUND ACTIVITY	6302	ATTORNEY & NOTARY SUPPLY, OF WASHINGTC	NOTARY SEMINAR REGISTRATION FOR CINDY MEYER	135.00
FUND ACTIVITY	3717	AMAZON.COM	MILWAUKEE IMPACT WRENCH FOR WTP	281.53
FUND ACTIVITY	3717	AMAZON.COM	VEVOR IMPACT SOCKET SET FOR WTP	270.65
<b>Fund Total:</b>				<b>\$903.23</b>
<b>501 EQUIPMENT RENTAL FUND</b>				
FUND ACTIVITY	999998	P-CARD OTP	VALVE MOTOR VEH 3737 WO 211126	489.10
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEHICLE 3002	13.65
FUND ACTIVITY	999998	P-CARD OTP	BATTERY VEH 3907 211219	314.44
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE AND REGISTRATION VEHICLES 3204 AND 3205	63.61
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE AND REGISTRATION VEHICLES 3204 AND 3205	63.60
FUND ACTIVITY	10389	ONESTEPGPSCOM	SEPTEMBER GPS DEVICE SERVICE	1,766.38
<b>Fund Total:</b>				<b>\$2,710.78</b>
<b>642 METRO DRUG FORFEITURE FUND</b>				
FUND ACTIVITY	3717	AMAZON.COM	DELL LAPTOP CHARGER REPLACEMENT - METRO	50.97
FUND ACTIVITY	3717	AMAZON.COM	WATER COOLER	120.79
FUND ACTIVITY	5122	USPS (STAMPS.COM)	POSTAGE EXPENSE	27.60
FUND ACTIVITY	3717	AMAZON.COM	OFFICE SUPPLIES (DVD'S, DISK SLEEVES, PENS)	25.74
<b>Fund Total:</b>				<b>\$225.10</b>
<b>Pcard Grand Total:</b>				<b>\$82,532.38</b>

# Council Agenda Coversheet



Agenda Item Number	4.b.(2)	Council Date	12/06/2022
Agenda Item Type	General Business Item		
Subject	Columbia Park Golf Course Account		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

That Council approve the Claims Roster for the Columbia Park Golf Course Account for October 2022.

### Motion for Consideration

I move to approve the Claims Roster for the Columbia Park Golf Course Account for October 2022 in the amount of \$37,977.77, comprised of check numbers 2715-2719 in the amount of \$5,552.17 and electronic transfers in the amount of \$32,425.60.

### Summary

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

### Alternatives

None.

### Fiscal Impact

Total \$37,977.77.

Through	Denise Winters Nov 18, 13:36:49 GMT-0800 2022
Dept Head Approval	Dan Legard Nov 30, 10:52:10 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 09:23:59 GMT-0800 2022

Attachments: Roster

Recording  
Required?

**COLUMBIA PARK GOLF COURSE FUND**  
**CHECK REGISTER**  
**October 2022**

Check Number	Vendor Check Name	Check Date	Amount	Type
2715	QUEST DIAGNOSTICS	10/20/2022	31.95	Check
2716	TOTAL E INTEGRATED INC.	10/20/2022	137.95	Check
2717	YELP	10/20/2022	40.00	Check
2718	KENNEWICK GOLF CORPORATION	10/24/2022	4,957.67	Check
2719	COLUMBIA POINT GOLF COURSE	10/24/2022	384.60	Check
ADPTS 2143550	ADP TOTAL SOURCE (AUTOPAY)	10/10/2022	4,763.95	EFT
NW 100122 PAYMENT	NATIONWIDE	10/1/2022	653.48	EFT
WA DOR 0029328075	DEPARTMENT OF REVENUE	10/18/2022	4,379.22	EFT
451395	CITY OF KENNEWICK ELECTRICAL	10/6/2022	446.54	EFT
451397	NORTHWEST GOLF CARS LLC	10/6/2022	326.21	EFT
451410	PEPSI COLA BOTTLING CO.	10/6/2022	\$325.65	EFT
451424	BLUE ROOM	10/6/2022	264.00	EFT
451849	PEPSI COLA BOTTLING CO.	10/13/2022	\$41.05	EFT
451902	SPARKLING CLEAN WINDOWS, LLC	10/13/2022	\$330.00	EFT
451941	FOREUP GOLF SOFTWARE BILLING	10/13/2022	\$447.00	EFT
452878	CLEVELAND GOLF / SRIXON	10/26/2022	\$93.96	EFT
452978	SAFEGUARD BUSINESS SYSTEMS	10/26/2022	\$128.61	EFT
452985	PEPSI COLA BOTTLING CO.	10/26/2022	\$179.90	EFT
Paid by ACH	CINTAS CORPORATION #608	10/7/2022	\$135.85	EFT
Paid by ACH	CLEVELAND GOLF / SRIXON	10/7/2022	\$187.92	EFT
Paid by ACH	COLEMAN OIL COMPANY	10/7/2022	\$474.71	EFT
Paid by ACH	R&R PRODUCTS INC	10/7/2022	\$391.37	EFT
Paid by ACH	CINTAS CORPORATION #608	10/14/2022	\$119.54	EFT
Paid by ACH	COLEMAN OIL COMPANY	10/14/2022	\$716.74	EFT
Paid by ACH	CINTAS CORPORATION #608	10/27/2022	\$16.31	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/7/2022	\$7,613.90	EFT
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/21/2022	\$7,510.46	EFT
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	10/31/2022	\$1,747.47	EFT
Bank Deduction	MERCHANT SERVICES	10/31/2022	\$1,076.91	EFT
Bank Deduction	US Bank	10/17/2022	\$54.85	EFT
			<u>\$37,977.77</u>	

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



Dan Legard, Finance Director

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

Check numbers 2715-2719	\$ 5,552.17
Electronic transfers	32,425.60
<b>Total</b>	<u>\$ 37,977.77</u>

Exceptions:

Check	Vendor	Date	Amount	Debit	Credit
2715	QUEST DIAGNOSTICS	10/20/2022		\$31.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$31.95
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$31.95	
2716	TOTAL E INTEGRATED INC.	10/20/2022		\$137.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$137.95
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$137.95	
2717	YELP	10/20/2022		\$40.00	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$40.00
	PURCH	53100-080-244-00	ADVERTISING & MARKETING	\$40.00	
2718	KENNEWICK GOLF CORPORATION	10/24/2022		\$4,957.67	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,957.67
	PURCH	59600-080-244-00	ACCOUNTING FEES	\$1,240.00	
	PURCH	59610-080-244-00	MANAGEMENT FEE	\$3,717.67	
2719	COLUMBIA POINT GOLF COURSE	10/24/2022		\$384.60	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$384.60
	PURCH	50100-060-244-00	SALARIES	\$192.30	
	PURCH	50100-080-244-00	SALARIES	\$192.30	
ADPTS 2143550	ADP TOTAL SOURCE (AUTOPAY)	10/10/2022		\$4,763.95	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,763.95
	PURCH	50800-050-244-00	HEALTH BENEFITS	\$2,820.00	
	PURCH	50800-060-244-00	HEALTH BENEFITS	\$1,943.95	
NW 100122 PAYMENT	NATIONWIDE	10/1/2022		\$653.48	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$653.48
	PURCH	18400-000-244-00	PREPAID INSURANCE	\$653.48	
WA DOR 0029328075	DEPARTMENT OF REVENUE	10/18/2022		\$4,379.22	
	PAY	20005-000-244-00	ACCOUNTS PAYABLE - GP		\$4,379.22
	PURCH	20300-000-244-00	SALES TAX PAYABLE	\$2,802.36	
	PURCH	91101-000-244-00	OTHER STATE TAXES	\$1,576.86	
451395	CITY OF KENNEWICK ELECTRICAL	10/6/2022		\$446.54	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$446.54
	PURCH	52200-060-244-00	UTILITIES - GAS & ELECTRIC	\$42.16	
	PURCH	52210-060-244-00	IRRIGATION ELECTRICITY	\$404.38	
451397	NORTHWEST GOLF CARS LLC	10/6/2022		\$326.21	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$326.21
	PURCH	54900-050-244-00	REPAIR GOLF CART OUTSIDE LABOR	\$326.21	
451410	PEPSI COLA BOTTLING CO.	10/6/2022		\$325.65	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$325.65
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$94.92	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$222.23	
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$8.50	
451424	BLUE ROOM	10/6/2022		\$264.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$264.00
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$176.00	
	PURCH	52300-060-244-00	GARBAGE & DEBRIS REMOVAL	\$88.00	
451849	PEPSI COLA BOTTLING CO.	10/13/2022		\$41.05	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$41.05
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$23.50	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$17.55	
451902	SPARKLING CLEAN WINDOWS, LLC	10/13/2022		\$330.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$330.00
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$330.00	
451941	FOREUP GOLF SOFTWARE BILLING	10/13/2022		\$447.00	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$447.00
	PURCH	20006-000-244-00	ACCOUNTS PAYABLE - GP	\$447.00	
452878	CLEVELAND GOLF / SRIXON	10/26/2022		\$93.96	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$93.96
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$93.96	
452978	SAFEGUARD BUSINESS SYSTEMS	10/26/2022		128.61	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$128.61
	PURCH	52900-050-244-00	PRINTING	\$128.61	
452985	PEPSI COLA BOTTLING CO.	10/26/2022		\$179.90	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$179.90
	PURCH	49150-070-244-00	COGS - PACKAGED FOOD	\$63.80	
	PURCH	49200-070-244-00	COGS - SOFT BEVERAGE	\$116.10	
Paid by ACH	CINTAS CORPORATION #608	10/7/2022		\$135.85	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$135.85
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$83.49	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$52.36	

Check	Vendor	Date	Amount	Debit	Credit
Paid by ACH	CLEVELAND GOLF / SRIXON	10/7/2022		\$187.92	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$187.92
	PURCH	47150-050-244-00	COGS MERCHANDISE	\$187.92	
Paid by ACH	COLEMAN OIL COMPANY	10/7/2022		\$474.71	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$474.71
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$474.71	
Paid by ACH	R&R PRODUCTS INC	10/7/2022		\$391.37	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$391.37
	PURCH	55850-050-244-00	COURSE ACCESSORIES GOLF	\$391.37	
Paid by ACH	CINTAS CORPORATION #608	10/14/2022		\$119.54	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$119.54
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$67.27	
	PURCH	51900-080-244-00	CONTRACT SERVICES	\$52.27	
Paid by ACH	COLEMAN OIL COMPANY	10/14/2022		\$716.74	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$716.74
	PURCH	58300-060-244-00	FUEL & OIL MAINTENANCE	\$668.14	
	PURCH	58300-050-244-00	FUEL & OIL MAINTENANCE	\$48.60	
Paid by ACH	CINTAS CORPORATION #608	10/27/2022		\$16.31	
	PAY	20006-000-244-00	ACCOUNTS PAYABLE - GP		\$16.31
	PURCH	51900-060-244-00	CONTRACT SERVICES	\$16.31	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/7/2022		\$7,613.90	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$7,613.90
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,698.77	
	PURCH	50200-060-244-00	HOURLY WAGES	\$3,473.65	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$562.29
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$381.15
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$732.50	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$565.81	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$58.91	
	PURCH	52100-050-244-00	CELL PHONE	\$27.70	
Paid by ACH	ADP TOTAL SOURCE (AUTOPAY)	10/21/2022		\$7,510.46	
	PAY	50000-000-244-00	TEMPORARY ACCT		\$7,510.46
	PURCH	50200-050-244-00	HOURLY WAGES	\$3,644.85	
	PURCH	50200-060-244-00	HOURLY WAGES	\$3,464.67	
	PURCH	50800-050-244-00	HEALTH BENEFITS		\$562.29
	PURCH	50800-060-244-00	HEALTH BENEFITS		\$381.15
	PURCH	50950-050-244-00	COMBINED ADMIN, TAXES, W/C	\$723.22	
	PURCH	50950-060-244-00	COMBINED ADMIN, TAXES, W/C	\$564.55	
	PURCH	50950-080-244-00	COMBINED ADMIN, TAXES, W/C	\$28.91	
	PURCH	52100-050-244-00	CELL PHONE	\$27.70	
Paid by ACH	ELAN (MONTHLY CREDIT CARD CHGS)	10/31/2022		\$1,747.47	
	PURCH	50000-000-244-00	TEMPORARY ACCT		\$1,747.47
	PURCH	51350-080-244-00	SAFETY SUPPLIES	\$38.14	
	PURCH	51500-060-244-00	TRAVEL LODGING & ENT	\$421.13	
	PURCH	51500-080-244-00	TRAVEL LODGING & ENT	\$421.13	
	PURCH	51800-080-244-00	PROFESSIONAL SERVICES	\$225.75	
	PURCH	51900-050-244-00	CONTRACT SERVICES	\$176.00	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$52.12	
	PURCH	52100-060-244-00	TELECOMMUNICATIONS	\$52.03	

# Council Agenda Coversheet



Agenda Item Number	4.b.(3)	Council Date	12/06/2022
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2022.

### Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2022 in the amount of \$1,047,107.24, comprised of check number 25588-25659 in the amount of \$224,449.85 and electronic transfers in the amount of \$822,657.39.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total \$1,047,107.24.

Through	Denise Winters Nov 29, 16:11:14 GMT-0800 2022
Dept Head Approval	Dan Legard Nov 30, 10:58:37 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 09:34:10 GMT-0800 2022

Attachments:

Recording Required?

**Toyota Center and Arena  
Claims Roster  
September 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>		<u>Amount</u>
<b>09/09/2022</b>		<b>Wire Transfer</b>	<b>King Beverage (00000486)</b>		<b>11,722.55</b>
	09/09/2022	2553309	Beer Order 9/7/22		11,722.55
	101413	• Inventory - Beer	Beer Order 9/7/22		11,722.55
<b>09/09/2022</b>		<b>Wire Transfer</b>	<b>Southern Glazer's of WA (00002855)</b>		<b>5,828.31</b>
	09/09/2022	4144790	Liquor Order 9/7/22		5,828.31
	101415	• Inventory - Liquor	Liquor Order 9/7/22		5,828.31
<b>09/09/2022</b>		<b>Wire Transfer</b>	<b>The Odom Corporation (00002856)</b>		<b>2,360.60</b>
	09/09/2022	14460953	Beer Order 9/7/22		2,360.60
	201513	• Inventory - Beer	Beer Order 9/7/22		2,360.60
<b>09/08/2022</b>	<b>25588</b>	<b>Auto Check</b>	<b>Advanced Protection Services, Inc. (00002751)</b>		<b>303.01</b>
	09/08/2022	R137537	TA Commercial Fire Monitoring		73.86
	107209	• Security & Fire Alarm System	TA Commercial Fire Monitoring		73.86
	09/08/2022	R137538	Commercial Ammonia Monitoring		68.43
	107209	• Security & Fire Alarm System	Commercial Ammonia Monitoring		68.43
	09/08/2022	R137539	Commercial Fire Monitoring		73.86
	107209	• Security & Fire Alarm System	Commercial Fire Monitoring		73.86
	09/08/2022	R137540	Commercial Security Monitoring		43.43
	107209	• Security & Fire Alarm System	Commercial Security Monitoring		43.43
	09/08/2022	R137541	Vault Security Monitoring		43.43
	107209	• Security & Fire Alarm System	Vault Security Monitoring		43.43
<b>09/08/2022</b>	<b>25589</b>	<b>Auto Check</b>	<b>Apollo Heating and Air Conditioning (00002933)</b>		<b>2,738.54</b>
	09/08/2022	KS-940043173	HVAC Repair		720.35
	107210	• HVAC Repairs & Maintenance	HVAC Repair		720.35
	09/08/2022	KS-940044001	Maintenance Contract SEPT 2022		2,018.19
	107210	• HVAC Repairs & Maintenance	Maintenance Contract SEPT 2022		2,018.19
<b>09/08/2022</b>	<b>25590</b>	<b>Auto Check</b>	<b>Ascentis Corporation (00002983)</b>		<b>1,028.33</b>
	09/08/2022	SI-130447	Nova 5000 Series - AUG 2022		1,028.33
	107070	• Payroll Processing	Nova 5000 Series - AUG 2022		514.16
	207070	• Payroll Processing	Nova 5000 Series - AUG 2022		514.17
<b>09/08/2022</b>	<b>25591</b>	<b>Auto Check</b>	<b>Bargreen Ellingson (00002736)</b>		<b>18,005.70</b>
	09/08/2022	010536436	PO3878 - Draft Cooler		7,353.56
	109010	• Capital Improvements	Draft Cooler		7,353.56
	09/08/2022	005038968	PO3878 - Vendor Credit		-163.05
	109010	• Capital Improvements	Vendor Credit		-163.05
	09/08/2022	010504701	PO3878 - Refrigerator		11,114.12
	109010	• Capital Improvements	Refrigerator		11,114.12
	09/08/2022	005038969	PO3878 - Vendor Credit		-298.93
	109010	• Capital Improvements	Vendor Credit		-298.93
<b>09/08/2022</b>	<b>25592</b>	<b>Auto Check</b>	<b>Becker Arena Products, Inc (00002755)</b>		<b>255.54</b>
	09/08/2022	605058	PO3827 - Gaskets & Pegs		255.54
	107201	• Tools & Supplies	Gaskets & Pegs		255.54
<b>09/08/2022</b>	<b>25593</b>	<b>Auto Check</b>	<b>Brashear Electric, Inc. (00002756)</b>		<b>925.05</b>
	09/08/2022	38438	TC Building Electrical		925.05
	107212	• Building Repairs & Maintenance	TC Building Electrical		925.05
<b>09/08/2022</b>	<b>25594</b>	<b>Auto Check</b>	<b>Builders Hardware Supply (00002792)</b>		<b>61.53</b>
	09/08/2022	S3837479.001	Keys & Locks		61.53
	107201	• Tools & Supplies	Keys & Locks		61.53

**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>	<b>Amount</b>
<b>09/08/2022</b>	<b>25595</b>	<b>Auto Check</b>	<b>Canon Solutions (00002757)</b>	<b>33.89</b>
	09/08/2022	6001723129	Copier Maintenance QHM	33.89
	107105	• Printing / Copying	Copier Maintenance QHM	33.89
<b>09/08/2022</b>	<b>25596</b>	<b>Auto Check</b>	<b>Chisholm's Saw &amp; Supply, Inc. (00002760)</b>	<b>372.80</b>
	09/08/2022	80063	PO3942 - Zamboni Sharpening	372.80
	107201	• Tools & Supplies	Zamboni Knives Sharpening	372.80
<b>09/08/2022</b>	<b>25597</b>	<b>Auto Check</b>	<b>City of Kennewick - Water (00002858)</b>	<b>7,704.92</b>
	09/08/2022	6/25/22-8/22/22	Water Service 6/25-8/22/2022	7,704.92
	107219	• Water	Water Service 6/25-8/22/2022	7,704.92
<b>09/08/2022</b>	<b>25598</b>	<b>Auto Check</b>	<b>Coca-Cola (00000213)</b>	<b>4,570.35</b>
	09/08/2022	126668	Beverage Credit 6/9/22	-2,878.00
	101411	• Inventory - Food	Beverage Credit 6/9/22	-2,878.00
	09/08/2022	130302	Beverage Order 9/6/22	7,448.35
	101411	• Inventory - Food	Beverage Order 9/6/22	7,448.35
<b>09/08/2022</b>	<b>25599</b>	<b>Auto Check</b>	<b>Cougar Digital Marketing &amp; Design (00002861)</b>	<b>149.00</b>
	09/08/2022	10197	Website Maintenance - SEPT 22	149.00
	107302	• Venue Marketing & Non-Event Advertising	Website Maintenance - SEPT 22	149.00
<b>09/08/2022</b>	<b>25600</b>	<b>Auto Check</b>	<b>Craig Bond (00002810)</b>	<b>180.00</b>
	09/08/2022	LTS July/Aug 2022	LTS July/Aug 2022	180.00
	107304	• Contracted Services	LTS July/Aug 2022	180.00
<b>09/08/2022</b>	<b>25601</b>	<b>Auto Check</b>	<b>Culligan Water Conditioning (00002766)</b>	<b>93.22</b>
	09/08/2022	123285	Cold Coolers 8/19	27.19
	107201	• Tools & Supplies	Cold Coolers 8/19	27.19
	09/08/2022	124043	Bottle Water 9/7/22	66.03
	107201	• Tools & Supplies	Bottle Water 9/7/22	66.03
<b>09/08/2022</b>	<b>25602</b>	<b>Auto Check</b>	<b>Daktronics (00002737)</b>	<b>7,375.30</b>
	09/08/2022	6995665	PO3403 - Marquee Agreement	7,375.30
	107304	• Contracted Services	Marquee Service Agreement	7,375.30
<b>09/08/2022</b>	<b>25603</b>	<b>Auto Check</b>	<b>DevFuzion (00000278)</b>	<b>5,437.82</b>
	09/08/2022	20124	IT Support & Maintenance	5,437.82
	107104	• IT Support Services	IT Support & Maintenance	2,718.91
	207104	• IT Support Services	IT Support & Maintenance	2,718.91
<b>09/08/2022</b>	<b>25604</b>	<b>Auto Check</b>	<b>Elite Construction (00003159)</b>	<b>12,242.88</b>
	09/08/2022	Final Payment	PO3879 - Final Payment	12,242.88
	109010	• Capital Improvements	Final Payment - Concession Stand	12,242.88
<b>09/08/2022</b>	<b>25605</b>	<b>Auto Check</b>	<b>Ferrell Gas (00002769)</b>	<b>488.91</b>
	09/08/2022	1120278269	Propane	488.91
	107204	• Other Utilities	Propane	244.45
	207204	• Other Utilities	Propane	244.46
<b>09/08/2022</b>	<b>25606</b>	<b>Auto Check</b>	<b>Gemmell's Welding and Fabrication (00003124)</b>	<b>978.30</b>
	09/08/2022	PO4548	PO3933 - Angle & Flat Install	978.30
	107212	• Building Repairs & Maintenance	Angle & Flat Install	978.30





**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>		<b>Amount</b>
<b>09/08/2022</b>	<b>25616</b>	<b>Auto Check</b>	<b>Lowe's Commercial Services (00002776)</b>		<b>2,855.06</b>
09/08/2022	916318		Supplies		92.93
	107201	• Tools & Supplies	Supplies	92.93	
09/08/2022	920235		PO3906 - Supplies		43.61
	107201	• Tools & Supplies	Supplies	43.61	
09/08/2022	916857		PO3868- Misc Ops Supplies		82.00
	107201	• Tools & Supplies	Misc Ops Supplies	82.00	
09/08/2022	916892		PO3886 - Housekeeping Supplies		39.20
	107203	• Janitorial Supplies	Housekeeping Supplies	39.20	
09/08/2022	909779		PO3868 - Misc Ops Supplies		29.85
	107201	• Tools & Supplies	Misc Ops Supplies	29.85	
09/08/2022	910880		PO3895 - Supplies		23.74
	107201	• Tools & Supplies	Supplies	23.74	
09/08/2022	916191		PO3886 - Housekeeping Supplies		-39.20
	107203	• Janitorial Supplies	Housekeeping Supplies	-39.20	
09/08/2022	916206		PO3894 - Paint & Supplies		934.03
	107201	• Tools & Supplies	Paint & Supplies	934.03	
09/08/2022	916485		PO3894 - Paint & Supplies		49.56
	107201	• Tools & Supplies	Paint & Supplies	49.56	
09/08/2022	916534		PO3895 - Supplies		519.35
	107201	• Tools & Supplies	Supplies	519.35	
09/08/2022	916007		PO3895 - Supplies		97.97
	107201	• Tools & Supplies	Supplies	97.97	
09/08/2022	925574		PO3895 - Supplies		63.40
	107201	• Tools & Supplies	Supplies	63.40	
09/08/2022	916187		PO3895 - Supplies		206.53
	107201	• Tools & Supplies	Supplies	206.53	
09/08/2022	916325		PO3895 - Supplies		181.12
	107201	• Tools & Supplies	Supplies	181.12	
09/08/2022	916345		PO3894 - Paint and Supplies		110.96
	107201	• Tools & Supplies	Paint and Supplies	110.96	
09/08/2022	925629		PO9895 - Supplies		152.80
	107201	• Tools & Supplies	Supplies	152.80	
09/08/2022	911866		PO3906 - Supplies		65.02
	107201	• Tools & Supplies	Supplies	65.02	
09/08/2022	906827		PO3868 - Misc Ops Supplies		-122.89
	107201	• Tools & Supplies	Misc Ops Supplies	-122.89	
09/08/2022	908109		PO3906 - Supplies		79.57
	107201	• Tools & Supplies	Supplies	79.57	
09/08/2022	916287		PO3868 - Supplies		68.98
	107201	• Tools & Supplies	Supplies	68.98	
09/08/2022	916802		PO3886 - Housekeeping Supplies		79.57
	107203	• Janitorial Supplies	Housekeeping Supplies	79.57	
09/08/2022	916081		PO3906 - Supplies		96.96
	107201	• Tools & Supplies	Supplies	96.96	
<b>09/08/2022</b>	<b>25617</b>	<b>Auto Check</b>	<b>Lowe's Commercial Services (00002776)</b>		<b>VOID 0.00</b>
<b>09/08/2022</b>	<b>25618</b>	<b>Auto Check</b>	<b>MD Draft Team (00002835)</b>		<b>477.84</b>
09/08/2022	4885-38		Equipment Maintenance		477.84
	107508	• F&B Equipment Repairs & Maintenance	Equipment Maintenance	477.84	
<b>09/08/2022</b>	<b>25619</b>	<b>Auto Check</b>	<b>Michelle Gustafson (00002670)</b>		<b>140.73</b>
09/08/2022	REIMB: 9/5/22		Reimburse: Const/Event Needs		140.73
	107510	• F&B Tools, Supplies & Equipment	Reimbursement: Covers/Plugs/POS Stand	132.98	
	101411	• Inventory - Food	Reimbursement: Food	7.75	

**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>	<b>Amount</b>
<b>09/08/2022</b>	<b>25620</b>	<b>Auto Check</b>	<b>Pape Material Handling (00003034)</b>	<b>5,989.67</b>
09/08/2022	80080252		PO3901 -Zamboni "D" PM Service	2,777.18
107211		• Equipment Repairs & Maintenance	Zamboni "D" PM Service	2,777.18
09/08/2022	80080251		PO3901-Zamboni "D" PM Service	3,212.49
107211		• Equipment Repairs & Maintenance	Zamboni "D" PM Service	3,212.49
<b>09/08/2022</b>	<b>25621</b>	<b>Auto Check</b>	<b>Rob Gierke (00002700)</b>	<b>170.67</b>
09/08/2022	REIMB: 8/22 & 8/23		Reimbursement: Meals 8/22 & 23	140.23
107112		• Travel & Entertainment	Reimbursement: Meals 8/22 & 23	140.23
09/08/2022	REIMB: Blueprints		Reimbursement: Blueprints	30.44
107105		• Printing / Copying	Reimbursement: Blueprints	30.44
<b>09/08/2022</b>	<b>25622</b>	<b>Auto Check</b>	<b>Rocky Mountain Rigging (00002781)</b>	<b>3,082.80</b>
09/08/2022	PBR Rodeo		PBR Rigging	3,082.80
104370		• Reimbursed Outside Event Expense	PBR Rigging	3,082.80
<b>09/08/2022</b>	<b>25623</b>	<b>Auto Check</b>	<b>Roto-Rooter (00002782)</b>	<b>3,280.57</b>
09/08/2022	40035431		Plumbing Repairs	1,364.19
107212		• Building Repairs & Maintenance	Plumbing Repairs	1,364.19
09/08/2022	39718359		Plumbing Repairs	1,916.38
107212		• Building Repairs & Maintenance	Plumbing Repairs	1,916.38
<b>09/08/2022</b>	<b>25624</b>	<b>Auto Check</b>	<b>Sinclair Broadcast Group (00003118)</b>	<b>2,354.50</b>
09/08/2022	AR1812270-2		PO3741 - PBR TV Ads	2,354.50
107402		• Event Advertising	PBR TV Ads	2,354.50
<b>09/08/2022</b>	<b>25625</b>	<b>Auto Check</b>	<b>Sinclair Broadcast Group Inc (00003197)</b>	<b>2,507.50</b>
09/08/2022	1812277-1		PO3741 - PBR TV Ads	2,507.50
107402		• Event Advertising	PBR TV Ads	2,507.50
<b>09/08/2022</b>	<b>25626</b>	<b>Auto Check</b>	<b>Staples Advantage (00002740)</b>	<b>333.64</b>
09/08/2022	3516135865		Office Supplies	333.64
107102		• Office Supplies	Office Supplies	166.82
207102		• Office Supplies	Office Supplies	166.82
<b>09/08/2022</b>	<b>25627</b>	<b>Auto Check</b>	<b>Stephens Media Group (00002844)</b>	<b>5,899.00</b>
09/08/2022	IN-122088319		PBR Radio Ads	2,652.00
107402		• Event Advertising	PBR Radio Ads	2,652.00
09/08/2022	IN-122088316		PBR Radio Ads	3,247.00
107402		• Event Advertising	PBR Radio Ads	3,247.00
<b>09/08/2022</b>	<b>25628</b>	<b>Auto Check</b>	<b>Sunbelt Rentals, Inc. (00002783)</b>	<b>3,286.29</b>
09/08/2022	127840613-001		River of Fire Rentals	2,994.26
107604		• River of Fire Costs - COK Reimb	River of Fire Rentals	2,994.26
09/08/2022	126659990-001		60' Manlift	2,174.54
107305		• General Rental Equipment	60' Manlift	2,174.54
09/08/2022	126399205-0001		Manlift - Porters Sign	2,451.37
107305		• General Rental Equipment	Manlift - Porters Sign	2,451.37
09/08/2022	129012838-0001		25-26' Scissor Narrow	279.23
107305		• General Rental Equipment	25-26' Scissor Narrow	279.23
09/08/2022	126399205-0002		Vendor Credit - Porters Sign	-1,317.84
107305		• General Rental Equipment	Vendor Credit - Porters Sign	-1,317.84
09/08/2022	126659990-0002		Vendor Credit - 60' Manlift	-1,488.23
107305		• General Rental Equipment	Vendor Credit - 60' Manlift	-1,488.23
09/08/2022	127840613-0002		River of Fire Credit	-1,807.04
107604		• River of Fire Costs - COK Reimb	River of Fire Credit	-1,807.04

**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>		<b>Amount</b>
<b>09/08/2022</b>	<b>25629</b>	<b>Auto Check</b>	<b>The UPS Store (00002801)</b>		<b>405.02</b>
	09/08/2022	8/19/22	PO3849 - Business Cards		405.02
	107113	• Miscellaneous Expense	Business Cards	270.01	
	207113	• Miscellaneous Expense	Business Cards	135.01	
<b>09/08/2022</b>	<b>25630</b>	<b>Auto Check</b>	<b>US Foods (00002786)</b>		<b>6,013.71</b>
	09/08/2022	3940295	F&B Liners & Chafing Cans		912.32
	107510	• F&B Tools, Supplies & Equipment	F&B Liners & Chafing Cans	912.32	
	09/08/2022	3838480	Food Order 9/1/22		5,101.39
	101411	• Inventory - Food	Food Order 9/1/22	5,101.39	
<b>09/08/2022</b>	<b>25631</b>	<b>Auto Check</b>	<b>WCP Solutions (00002788)</b>		<b>4,563.36</b>
	09/08/2022	12775939	PO3808 - Overpayment		-0.03
	207203	• Janitorial Supplies	PO3808 - Overpayment	-0.03	
	09/08/2022	12914933	F&B Cleaning Supplies		1,022.43
	107510	• F&B Tools, Supplies & Equipment	F&B Cleaning Supplies	1,022.43	
	09/08/2022	12918521	F&B Cleaning Supplies		178.70
	107510	• F&B Tools, Supplies & Equipment	F&B Cleaning Supplies	178.70	
	09/08/2022	12914934	F&B Cleaning Supplies		1,118.09
	107510	• F&B Tools, Supplies & Equipment	F&B Cleaning Supplies	1,118.09	
	09/08/2022	12909155	PO3930 - Janitorial Supplies		1,411.64
	107203	• Janitorial Supplies	Janitorial Supplies	1,411.64	
	09/08/2022	12909156	PO3930 - Janitorial Supplies		383.57
	107203	• Janitorial Supplies	Janitorial Supplies	383.57	
	09/08/2022	12909157	PO3930 - Janitorial Supplies		412.22
	107203	• Janitorial Supplies	Janitorial Supplies	412.22	
	09/08/2022	12914936	Janitorial Supplies		36.74
	107203	• Janitorial Supplies	Janitorial Supplies	36.74	
<b>09/16/2022</b>	<b>25632</b>	<b>Auto Check</b>	<b>Fastenal Company (00003206)</b>		<b>454.25</b>
	09/16/2022	WARIC106899	PO3865 - Box Cutting Wheels		251.35
	107201	• Tools & Supplies	PO3865 - Box Cutting Wheels	251.35	
	09/16/2022	WARIC107228	PO3884 - Ice Rink Supplies		94.44
	107201	• Tools & Supplies	PO3884 - Ice Rink Supplies	94.44	
	09/16/2022	WARIC107388	PO3884 - Ice Rink Supplies		108.46
	107201	• Tools & Supplies	PO3884 - Ice Rink Supplies	108.46	
<b>09/22/2022</b>	<b>25633</b>	<b>Auto Check</b>	<b>Advanced Protection Services, Inc. (00002751)</b>		<b>201.10</b>
	09/22/2022	P81576	DMP Technician Reset		201.10
	107209	• Security & Fire Alarm System	DMP Technician Reset	201.10	
<b>09/22/2022</b>	<b>25634</b>	<b>Auto Check</b>	<b>AlSCO (00002738)</b>		<b>383.24</b>
	09/22/2022	RCPT1059015	Credit - F&B Uniforms		-49.30
	107504	• F&B Uniforms	Credit - LSPO2455640	-49.30	
	09/22/2022	LSPO2559532	F&B Linen		432.54
	107503	• F&B Linens	F&B Linen	148.82	
	207503	• F&B Linens	F&B Linen	283.72	
<b>09/22/2022</b>	<b>25635</b>	<b>Auto Check</b>	<b>Apollo Heating and Air Conditioning (00002933)</b>		<b>4,907.48</b>
	09/22/2022	KS-940043879	HVAC Repairs		4,907.48
	107210	• HVAC Repairs & Maintenance	HVAC Repairs	4,907.48	
<b>09/22/2022</b>	<b>25636</b>	<b>Auto Check</b>	<b>Benton PUD (00000121)</b>		<b>21,761.37</b>
	09/22/2022	Invoice Group 6595	Large Gen Services 8/8-9/8/22		21,352.03
	107216	• Electricity	Large Gen Services 8/8-9/8/22	21,352.03	
	09/22/2022	8/8-9/8/2022	Small Gen Services 8/8-9/8/22		409.34
	107216	• Electricity	Small Gen Services 8/8-9/8/22	409.34	

**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>		<b>Amount</b>
<b>09/22/2022</b>	<b>25637</b>	<b>Auto Check</b>	<b>Brashear Electric, Inc. (00002756)</b>		<b>1,131.98</b>
	09/22/2022	38516	Burnt Motor Repair		235.20
	107212	• Building Repairs & Maintenance	Burnt Motor Repair		235.20
	09/22/2022	38518	PBR Stage Set Up		896.78
	104327	• Reimbursed Contract Labor	PBR Stage Set Up		896.78
<b>09/22/2022</b>	<b>25638</b>	<b>Auto Check</b>	<b>Canon Financial Services, Inc (00002793)</b>		<b>321.86</b>
	09/22/2022	29170155	Copier Contract - SEPT 2022		321.86
	107105	• Printing / Copying	Copier Contract - SEPT 2022		160.93
	207105	• Printing / Copying	Copier Contract - SEPT 2022		160.93
<b>09/22/2022</b>	<b>25639</b>	<b>Auto Check</b>	<b>Canon Solutions (00002757)</b>		<b>39.05</b>
	09/22/2022	6001774228	UMT Copier Maintenance		39.05
	107105	• Printing / Copying	UMT Copier Maintenance		39.05
<b>09/22/2022</b>	<b>25640</b>	<b>Auto Check</b>	<b>Cascade Natural Gas (00000161)</b>		<b>204.34</b>
	09/22/2022	8/11/2022-9/9/2022	Gen Com Service 8/11-9/9/22		204.34
	107217	• Natural Gas	Gen Com Service 8/11-9/9/22		204.34
<b>09/22/2022</b>	<b>25641</b>	<b>Auto Check</b>	<b>Cascade Natural Gas (00000161)</b>		<b>791.43</b>
	09/22/2022	8/11/22-9/9/22	Gen Com Service 8/11-9/9/22		791.43
	107217	• Natural Gas	Gen Com Service 8/11-9/9/22		791.43
<b>09/22/2022</b>	<b>25642</b>	<b>Auto Check</b>	<b>Central Washington Refrigeration, LLC (00002949)</b>		<b>2,909.89</b>
	09/22/2022	46254	54' Hose		382.29
	107212	• Building Repairs & Maintenance	54' Hose		382.29
	09/22/2022	46155	Frick Oil		2,527.60
	107212	• Building Repairs & Maintenance	Frick Oil		2,527.60
<b>09/22/2022</b>	<b>25643</b>	<b>Auto Check</b>	<b>Charlie's Produce (00002739)</b>		<b>244.60</b>
	09/22/2022	805941	Food Order 9/8/22		244.60
	101411	• Inventory - Food	Food Order 9/8/22		244.60
<b>09/22/2022</b>	<b>25644</b>	<b>Auto Check</b>	<b>CI Shred/Columbia Industries (00002840)</b>		<b>45.82</b>
	09/22/2022	0139304	Shred Service 8/30/22		45.82
	107304	• Contracted Services	Shred Service 8/30/22		45.82
<b>09/22/2022</b>	<b>25645</b>	<b>Auto Check</b>	<b>Culligan Water Conditioning (00002766)</b>		<b>173.65</b>
	09/22/2022	124470	Bottled Water 9/21/22		173.65
	107201	• Tools & Supplies	Bottled Water 9/21/22		173.65
<b>09/22/2022</b>	<b>25646</b>	<b>Auto Check</b>	<b>Flags A' Flying (00003217)</b>		<b>228.92</b>
	09/22/2022	96940	PO3946 - Flags		228.92
	107113	• Miscellaneous Expense	PO3946 - Flags		114.46
	207113	• Miscellaneous Expense	PO3946 - Flags		114.46
<b>09/22/2022</b>	<b>25647</b>	<b>Auto Check</b>	<b>KAPP-KVEW (00002980)</b>		<b>1,785.00</b>
	09/22/2022	252885-2	TV Ads - PBR		1,785.00
	107402	• Event Advertising	TV Ads - PBR		1,785.00
<b>09/22/2022</b>	<b>25648</b>	<b>Auto Check</b>	<b>KNDO/KNDU (00002825)</b>		<b>3,769.75</b>
	09/22/2022	202467-2	TV Ads - PBR		3,769.75
	107402	• Event Advertising	TV Ads - PBR		3,769.75
<b>09/22/2022</b>	<b>25649</b>	<b>Auto Check</b>	<b>Loomis (00002895)</b>		<b>217.22</b>
	09/22/2022	13090192	Armored Car Service - AUG 22		217.22
	107304	• Contracted Services	Armored Car Service - AUG 22		108.61
	207304	• Contracted Services	Armored Car Service - AUG 22		108.61

**Toyota Center and Arena  
Claims Roster  
September 2022**

<b>Date</b>	<b>Check</b>	<b>Method</b>	<b>Name</b>	<b>Amount</b>
<b>09/22/2022</b>	<b>25650</b>	<b>Auto Check</b>	<b>Pitney Bowes Global Financial Services LLC (00002894)</b>	<b>102.43</b>
09/22/2022	3316350365		Mailstation 10/20/22 - 1/19/23	102.43
107101	• Postage & Shipping		Mailstation 10/20/22 - 1/19/23	51.21
207101	• Postage & Shipping		Mailstation 10/20/22 - 1/19/23	51.22
<b>09/22/2022</b>	<b>25651</b>	<b>Auto Check</b>	<b>Price Chopper Wristbands (00003215)</b>	<b>122.69</b>
09/22/2022	256601		PO3952 - Yellow Wristbands	122.69
107414	• Other Event Expense		Americans Yellow Wristbands	122.69
<b>09/22/2022</b>	<b>25652</b>	<b>Auto Check</b>	<b>Reign Drop LLC (00003211)</b>	<b>272.00</b>
09/22/2022	S4176-22-8316		Pizza Order 9/9/22	145.50
101411	• Inventory - Food		Pizza Order 9/9/22	145.50
09/22/2022	S4176-22-8340		Pizza Order 9/9/22	126.50
101411	• Inventory - Food		Pizza Order 9/9/22	126.50
<b>09/22/2022</b>	<b>25653</b>	<b>Auto Check</b>	<b>Roto-Rooter (00002782)</b>	<b>2,968.05</b>
09/22/2022	39769291		Plumbing Repairs 9/14/22	2,500.10
107212	• Building Repairs & Maintenance		Plumbing Repairs 9/14/22	2,500.10
09/22/2022	40253270		Plumbing Repairs 9/14/22	467.95
107212	• Building Repairs & Maintenance		Plumbing Repairs 9/14/22	467.95
<b>09/22/2022</b>	<b>25654</b>	<b>Auto Check</b>	<b>Spectrum Reach (00002871)</b>	<b>353.39</b>
09/22/2022	440003187		PO3855 TV Ads - Mannheim	353.39
107402	• Event Advertising		TV Ads - Mannheim	353.39
<b>09/22/2022</b>	<b>25655</b>	<b>Auto Check</b>	<b>Staples Advantage (00002740)</b>	<b>46.18</b>
09/22/2022	3516592090		USB-C Cable	8.69
107102	• Office Supplies		USB-C Cable	4.34
207102	• Office Supplies		USB-C Cable	4.35
09/22/2022	3517374188		Badge Holders	37.49
107102	• Office Supplies		Badge Holders	18.74
207102	• Office Supplies		Badge Holders	18.75
<b>09/22/2022</b>	<b>25656</b>	<b>Auto Check</b>	<b>Sunbelt Rentals, Inc. (00002783)</b>	<b>3,680.13</b>
09/22/2022	130322720-0001		PBR Manlift	1,184.12
104370	• Reimbursed Outside Event Expense		PBR Manlift	1,184.12
09/22/2022	130322720-0002		PBR Forklift	1,251.52
104370	• Reimbursed Outside Event Expense		PBR Forklift	1,251.52
09/22/2022	130480760-0001		PBR Manlift	554.31
104370	• Reimbursed Outside Event Expense		PBR Manlift	554.31
09/22/2022	129918354-0001		Reader Board Sign Repair	690.18
107305	• General Rental Equipment		Reader Board Sign Repair Manlift	690.18
<b>09/22/2022</b>	<b>25657</b>	<b>Auto Check</b>	<b>VenuWorks, Inc. (00000894)</b>	<b>10,103.31</b>
09/22/2022	18119		TC Management Fee - SEPT 22	10,103.31
107306	• VenuWorks Management Fee		TC Management Fee - SEPT 22	10,103.31
<b>09/22/2022</b>	<b>25658</b>	<b>Auto Check</b>	<b>Reign Drop LLC (00003211)</b>	<b>234.00</b>
09/22/2022	S4176-22-8317		Pizza Order 9/10/22	234.00
101411	• Inventory - Food		Pizza Order 9/10/22	234.00
<b>09/22/2022</b>	<b>25659</b>	<b>Auto Check</b>	<b>Weaver Exterminating Service, Inc. (00002804)</b>	<b>420.67</b>
09/22/2022	590478		TA Pest Control - SEPT 22	140.22
107304	• Contracted Services		TA Pest Control - SEPT 22	140.22
09/22/2022	590480		Pest Control - SEPT 22	280.45
107304	• Contracted Services		Pest Control - SEPT 22	280.45

**Toyota Center and Arena  
Claims Roster  
September 2022**

<u>Date</u>	<u>Check</u>	<u>Method</u>	<u>Name</u>	<u>Amount</u>
<b>09/26/2022</b>		<b>Wire Transfer</b>	<b>Washington State Department of Revenue (00002989)</b>	<b>1,369.88</b>
09/26/2022		Aug B&O taxes due TOYO	Aug B&O taxes due TOYO	1,369.88
102310		• Sales Tax Payable - State	Aug B&O taxes due TOYO	544.62
107603		• B&O Taxes	Aug B&O taxes due TOYO	825.26
<b>9/30/2022</b>		<b>Journal</b>	<b>Cash Adjustments</b>	<b>801,345.10</b>
9/30/2022		Payroll Transfer TOYO to TRCC	Payroll transfer through 8/28/22	777,210.28
9/30/2022		Sept 2022 Cash Adjustments and Fees	Fintech TOYO Sept 2022	21.64
9/30/2022		Sept 2022 Cash Adjustments and Fees	CC Fees TOYO/Revel Sept 2022	1,220.27
9/30/2022		Sept 2022 Cash Adjustments and Fees	CC Fees TOYO/Revel Sept 2022	188.81
9/30/2022		Sept 2022 Cash Adjustments and Fees	TOYO POS fees Sept 2022	2,225.22
9/30/2022		Vault Updates Sept 2022	Change request 9/10, vault bal \$25000	5,000.00
9/30/2022		Vault Updates Sept 2022	Change request 9/29, vault bal \$35600	15,000.00
9/30/2022		Cash Adjust Sept 2022	CC Fees TOYO Sept 2022	478.88
			<b>Total Operations Account:</b>	<b><u>\$ 1,047,076.29</u></b>
<b>9/30/2022</b>		<b>Journal</b>	<b>Cash Adjustments Sept 2022</b>	<b>30.95</b>
9/30/2022		Cash Adjust Sept 2022	Box Office AMEX Sept 2022	30.95
			<b>Total Box Office Account:</b>	<b><u>\$ 30.95</u></b>
			<b>Total Paid:</b>	<b><u>\$ 1,047,107.24</u></b>

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



Dan Legard, Finance Director

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

Check numbers 25588-25659	\$ 224,449.85
Electronic transfers - Operations	822,626.44
Electronic transfers - Box Office	30.95
<b>Total</b>	<b><u>\$ 1,047,107.24</u></b>

Exceptions:

# Council Agenda Coversheet



Agenda Item Number	4.c.	Council Date	12/06/2022
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 11/15/2022		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

That Council approve the Payroll Roster.

### Motion for Consideration

I move to approve the Payroll Roster for 11/15/2022 in the amount of \$2,729,237.22 comprised of check numbers 75946 through 75961 and direct deposit numbers 207950 through 208399.

### Summary

None.

### Alternatives

None.

### Fiscal Impact

Total: \$2,729,237.22.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Nov 30, 08:42:25 GMT-0800 2022	
Marie Mosley	
Dec 02, 09:35:46 GMT-0800 2022	

Attachments:

Payroll Roster

Recording  
Required?



December 6, 2022

All Departments:

November 15, 2022

ADMINISTRATIVE TEAM		3,990.24
CITY COUNCIL		4,700.00
CITY MANAGER		12,505.15
CIVIL SERVICE		6,444.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT		29,521.60
EMPLOYEE & COMMUNITY RELATIONS		47,679.75
ENGINEERING		57,320.53
FACILITIES & GROUNDS		84,327.58
FINANCE		56,864.79
FIRE		101,384.13
LEGAL SERVICES		23,379.46
MANAGEMENT SERVICES		96,297.69
POLICE		471,588.79
	Subtotal General Fund	<b>996,003.71</b>
STREETS		21,718.33
TRAFFIC		24,642.16
	Subtotal Street Fund	<b>46,360.49</b>
BI-PIN		10,799.34
BUILDING SAFETY		41,676.79
COMMUNITY DEVELOPMENT		3,064.43
CRIMINAL JUSTICE		77,669.67
EQUIPMENT RENTAL		13,500.23
MEDICAL SERVICES		365,259.45
RISK MANAGEMENT		3,847.73
STORMWATER UTILITY		20,523.34
WATER & SEWER		153,230.76
	Subtotal Other Funds	<b>689,571.74</b>
	Total Salaries and Wages	<b>1,731,935.94</b>
<u>Benefits:</u>		
Dental Insurance		45,098.30
Industrial Insurance		42,518.55
Life Insurance		5,297.35
Long Term Disability Insurance		6,119.10
Medical Insurance		657,954.92
Medical Retirement Account		3,225.00
Retirement		129,274.50
Social Security (FICA)		98,083.62
Vision Insurance		7,223.60
WA Family Leave		2,506.34
	Total Benefits	<b>997,301.28</b>
	Grand Total	<b><u>\$2,729,237.22</u></b>

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 \$2,729,237.22 comprised of check numbers 75946 through 75961 and direct deposit numbers 207950 through 208399.

Approved for payment:



Dan Legard, Finance Director

# Council Agenda Coversheet



Agenda Item Number	4.d.	Council Date	12/06/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Interlocal Agreement for District Court Services		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

Authorize the City Manager to sign the 2023 Interlocal Agreement with Benton County District Court Services.

### Motion for Consideration

I move to authorize the City Manager to sign the 2023 Interlocal Agreement with Benton County District Court Services.

### Summary

The City of Kennewick handles all of its criminal and civil cases in Benton County District Court through an Interlocal Agreement with Benton County. The attached 2023 Interlocal Agreement for District Court Services with Benton County is a renewal of the existing Interlocal. The current Interlocal Agreement is scheduled to expire at the end of this year. City staff have worked with Benton County to negotiate a renewal of the District Court Agreement. On November 29, 2022, the Benton County Board of Commissioners approved the 2023 District Court Interlocal Agreement with the City of Kennewick. The term of the 2023 District Court Interlocal Agreement is five years. As with the previous District Court Interlocal, the City will pay a pro rata share of the District Court budget in an amount equal to the ratio of the total number of violations filed by the City of Kennewick, whether infractions or criminal violations, to the total number of: (1) violations filed by all jurisdictions in District Court, plus, (2) felony complaints filed in District Court, plus (3) small claims cases filed, plus (4) civil cases filed, plus (5) petitions for anti-harassment orders. The one significant change to the Interlocal with Benton County is the addition of an administrative fee. Per the Interlocal, the City will pay to the County a monthly administration fee in the amount of 5% of the expenditures in the prior month from the Benton County General Fund, Fund 0010, District Court Department 111. The Interlocal Agreement provides for the creation of an Advisory Committee which will review and make recommendations regarding the District Court Budget on a periodic basis. Staff recommends City Council authorize the City Manager to sign the 2023 District Court Interlocal Agreement.

### Alternatives

None

### Fiscal Impact

None

Through	Kristi Johnson Dec 01, 14:53:35 GMT-0800 2022
Dept Head Approval	Lisa Beaton Dec 01, 15:02:50 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 09:39:48 GMT-0800 2022

Attachments: Agreement

Recording Required?

# RESOLUTION 2022 878

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF APPROVING THE 2023 INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF KENNEWICK FOR DISTRICT COURT SERVICES

WHEREAS, per Resolution 2019-191 the Board entered into an Amended and Restated Interlocal Agreement with the City of Kennewick for District Court Services; and

WHEREAS, that Amended and Restated Interlocal Agreement expires on December 31, 2022; and

WHEREAS, Benton County and the City of Kennewick have negotiated a new Interlocal Agreement for District Court Services effective January 1, 2023, and upon execution by the parties and recording with the Benton County Auditor; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby agrees to execute the attached 2023 Interlocal Agreement between Benton County and the City of Kennewick for District Court Services; and

**BE IT FURTHER RESOLVED,** the attached Interlocal Agreement is effective January 1, 2023, and upon execution by the parties and recording with the Benton County Auditor through December 31, 2027.

Dated this 29 day of November, 2022

  
Chairman of the Board

  
**Jerome Delvin** Chairman Pro-Tem  
**Approved Telephonically**

Member

Attest:   
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Please return recorded document to:

Kennewick City Clerk  
P. O. Box 6108  
Kennewick, WA 99336

2023  
INTERLOCAL AGREEMENT  
BETWEEN  
BENTON COUNTY  
AND  
THE CITY OF KENNEWICK  
FOR DISTRICT COURT SERVICES

THIS AGREEMENT is effective January 1, 2023, by and between the CITY OF KENNEWICK, a municipal corporation, hereinafter called "City" and BENTON COUNTY, a political subdivision of the State of Washington, hereinafter called "County".

WHEREAS, the County has an established District Court System; and

WHEREAS, a municipal department of the Benton County District Court for the City was established by the Benton County Commissioners pursuant to the adoption of the Benton County District Court Districting Plan on June 8, 1973, under Chapters 3.38 and 3.46, Revised Code of Washington; and

WHEREAS, in 2009 the City and the County agreed to terminate the City's municipal department and that the County would provide the services of its District Court System to the City pursuant to an Interlocal Agreement authorized by RCW 39.34.180 and executed in July and August of 2009 by the City and the County, respectively; and

WHEREAS, the District Court Districting Plan was amended on August 31, 2009, and is consistent with this Interlocal Agreement; and

WHEREAS, under the parties' 2019 agreement, the City currently pays its pro rata share of the Judges' salaries and benefits, the salaries and benefits of the District Court personnel, and all other costs of District Court, except for the costs of a Mental Health Court and Veteran's Court, based on the City's share of usage of District Court; and

WHEREAS, the 2019 agreement expires December 31, 2022, and the parties wish to set forth their agreement commencing January 1, 2023; NOW THEREFORE,

BE IT AGREED by and between the parties as follows:

- (1) **District Court Services.** The County and its District Court shall furnish to the City the facilities and services of the Benton County District Court for all cases filed by the City in the District Court, over which District Court has jurisdiction, for purposes of enforcing violation of state statutes or city ordinances committed by persons within the City's jurisdiction that constitute gross misdemeanors, misdemeanors, or civil infractions. Nothing in this Agreement shall permit the City to regulate the administration of the court. District Court services shall include the use of the County's Mental Health and Veterans courts, if any, for City defendants that meet the participation requirements so long as the County imposes an additional sales tax of three-tenths of one percent authorized by RCW 82.14.450, commonly referred to as the Public Safety Tax.
  
- (2) **Compensation.**
  - (a) Calculation of Percentage of Usage. The parties have determined, and do hereby agree, that in return for the facility usage and services of District Court, the City shall pay to the County, the City's pro rata share of the total costs of and overhead of the District Court, including the salaries and benefits of the District Court Judges. This pro rata share shall be an amount equal to the ratio of the total number of violations filed by the City, whether infractions or criminal violations, to the total number of: (1) violations filed by all jurisdictions in the District Court, plus (2) felony complaints filed in District Court, plus (3) small claims cases filed, plus (4) civil cases filed, plus (5) petitions for anti-harassment orders. The payment of such pro rata share of costs by the City constitutes a fair reimbursement to the County for the facility usage and services of District Court, and the parties agree that no separate filing fee shall be required from the City for the cases it files in District Court under this Agreement.
  
  - (b) Costs to be Allocated by Percentage. The total costs allocated by paragraph 2(a) above shall include, but are not limited to, the salaries and benefits of the District Court Judges, salaries and benefits of the District Court personnel and all other costs of and overhead for the District Court, excluding: (i) the costs of public defense for criminal defendants in District Court, which shall be reimbursed by the City pursuant to a separate agreement between the parties; and (ii) the costs of a Mental Health Court and a Veteran's Court established under chapter 2.30, RCW that are reflected in a budget separate from the County's General Fund Budget for expenses payable from the Public Safety Tax Budget.
  
  - (c) Time Period for Determining Percentage. The ratio described above in paragraph 2(a) shall for each year be based on the figures for the twelve-month time period consisting of the preceding July through June, unless the Presiding District Court Judge notifies the County and the City that a different 12-month period will be used for such calculations.

- (d) Credit for Probation Assessments. The County will give the City a credit each month in the billing set forth in paragraph (3) below equal to the amount of revenue received in the prior month in the form of probation assessment payments in criminal cases prosecuted by the City.
- (e) **Administration Cost:** In addition to the amounts owed under Sections 3(a) through 3(d) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County General Fund, Fund 0010, District Court Department 111.
- (3) **Billings.** The County will invoice the City monthly for the City's pro rata share of the expenses incurred by District Court in the preceding month. All sums due to the County from the City shall be paid within thirty (30) days of mailing of such invoice, via regular mail or electronic mail.
- (4) **Distribution of Revenues to the City.** All money received by the District Court pursuant to court action in a case filed by the City, including penalties, fines, bail forfeitures, fees and costs, except as otherwise provided herein, shall be paid by District Court to the City; provided, that the County may retain all money received as payments of assessments for probation costs ordered in the City's cases. The City shall not be entitled to any revenue received by District Court other than revenues received pursuant to court action in a case filed by the City.
- (5) **City Obligations with Respect to Revenues.** The District Court shall provide the City a Remittance Summary prepared by the Washington State Administration of the Courts (AOC) for the appropriate time period at the same time it makes a payment to the City under paragraph (4) above. It shall be the City's obligation to pay from the revenues, including interest revenues, that it receives pursuant to paragraph (4) above, all amounts due and owing to the State of Washington and to deposit that portion of the revenues that it retains in accordance with law. The City agrees to hold the County harmless with respect to any claims or allegations that the City has not remitted the required amounts to the State of Washington.
- (6) **Term.** This Agreement shall be effective upon execution by the parties and recording with the Benton County Auditor and shall remain in effect through December 31, 2027, unless earlier terminated pursuant to the terms of this Agreement or extended by written amendment.
- (7) **Termination and Notice of Termination.** This Agreement is terminable by either party without cause if such party provides written notice of intent to terminate in accordance with RCW 3.50.810 and 35.20.010. Any such notice from the City must be received by the Chairperson of the Benton Board of County Commissioners by the statutorily required date, and any such notice from the County must be received by the Mayor of the City by the statutorily required date.

- (8) **Ownership of Property.** All real and personal property used in the operation of District Court has been and shall continue to be acquired by the County, owned by the County and may be disposed of in the discretion of the County.
- (9) **Waiver of Binding Arbitration.** Provided that this Agreement is not earlier terminated pursuant to the terms stated above, this Agreement will expire on December 31, 2027, unless a written renewal Agreement is executed prior to such date. The City and the County waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.
- (10) **Advisory Committee.** The appropriate costs and overhead of the District Court shall be determined by the County legislative authority. An advisory committee composed of the Chairperson of the Board of Benton County Commissioners or his or her designee, the Presiding Judge of the District Court, the District Court Administrator, and a designee from each city within the County that pursuant to agreement pays a pro rata share of the cost of District Court will meet prior to the adoption of each General Fund Budget by the County to review that portion of the General Fund Budget pertaining to District Court and may make a recommendation on such budget to the County legislative authority. Such committee may also make a recommendation to the Presiding Judge regarding any requested change in the twelve-month period used to allocate costs for the following year. Additionally, such committee shall meet in odd numbered years prior to September 15<sup>th</sup> of each such year to conduct a mid-budget review for the benefit of the City's annual budget preparation process.
- (11) **Indemnification Regarding City Ordinances.** The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.
- (12) **General Indemnification.** The City and the County each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the

purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

- (13) **Captions.** The paragraph and subsection captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
- (14) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties, including but not limited to the interlocal agreement executed by the parties in 2015 for District Court Services.
- (15) **Governing Law.** This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Benton County, Washington.
- (16) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

- (17) **Amendment or Waiver.** This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the



County. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year herein above mentioned.

Date: \_\_\_\_\_ Date: 11.29.22

CITY OF KENNEWICK

BOARD OF COUNTY COMMISSIONERS  
OF BENTON COUNTY

\_\_\_\_\_  
MARIE MOSLEY, City Manager

  
\_\_\_\_\_  
SHON SMALL, Chairman

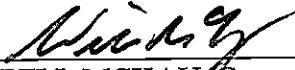
Attest:

**Jerome Delvin**  
**Approved Telephonically**

\_\_\_\_\_  
TERRI WRIGHT, City Clerk

\_\_\_\_\_  
JEROME DELVIN, Commissioner

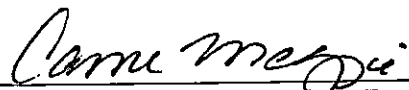
Approved as to Form:

  
\_\_\_\_\_  
WILL MCKAY, Commissioner


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

Constituting the Board of County Commissioners  
of Benton County, Washington.

Attest:

  
\_\_\_\_\_  
CAMI MCKENZIE, Clerk of the Board

Approved as to Form:

  
\_\_\_\_\_  
RYAN BROWN, Deputy Prosecuting Attorney

# Council Agenda Coversheet



Agenda Item Number	4.e.	Council Date	12/06/2022
Agenda Item Type	General Business Item		
Subject	2023 Lodging Tax Recommendations		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

Staff recommends the approval of the 2023 lodging tax funding recommendations from the City's Lodging Tax Advisory Committee (LTAC).

### Motion for Consideration

I move to approve the 2023 lodging tax funding recommendations as submitted by the City's LTAC.

### Summary

During 2013, legislation was adopted by the State that made permanent several provisions of previous legislation that had temporarily provided more flexibility in the use of lodging tax proceeds. In addition, the new legislation also expanded reporting requirements for lodging tax applicants and the role of the City's LTAC. Applicants are now required to complete an application packet that includes estimates on the number of people that will stay in Kennewick overnight, travel over 50 miles or more, or come from another state or country, as the result of the event or activity requesting funding. The City's LTAC then makes a recommendation to the City Council on a list of candidates to receive funding, including the amount recommended for each applicant. Based on this recommendation, City Council has the authority to make a final determination on funding. City Council can only approve funding for applicants from the LTAC's recommended list and at the amount recommended for each applicant, but may choose to fund all, some, or none of the applicants.

The City of Kennewick's LTAC met on Thursday, October 13th, to discuss applications for 2023 lodging tax funding and has recommended the following items for funding:

- City of Kennewick - Southridge Sports & Events Complex Field Improvements (completion of field restoration): \$20,000
- Visit Tri-Cities - Tourism Promotion Contract: \$273,000 (estimated - actual amount will be per contract)
- City of Kennewick (Toyota Center & Arena) - 2023 Operations: \$320,000 (Supplements \$200,000 from General Fund)
- City of Kennewick (Toyota Center & Arena) - 2023 Capital Improvements: \$350,000

### Alternatives

None recommended. Under state law, City Council can choose to approve funding awards to all, some, or none of the candidates recommended by the LTAC. Candidates that receive awards must receive the amount recommended by the LTAC.


### Fiscal Impact

The recommended award from the City's LTAC for 2023 totals \$963,000, which will be funded with projected lodging tax revenue for 2023. City lodging tax revenue is projected to be 2.5% higher in 2023 than in 2022, which would equate to \$1,400,000. The projected lodging tax revenue and recommendations for 2023 would allow for an increase to the City's Lodging Tax Fund reserve balance, which could be utilized for eligible projects in the future.

Through	
Dept Head Approval	Dan Legard Nov 29, 16:15:54 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 09:46:03 GMT-0800 2022

Attachments:

Recording Required?

<b>Council Agenda Coversheet</b>	Agenda Item Number	4.f.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Final Plat				Ordinance/Reso	<input type="checkbox"/>
	Subject	Southridge Estates Phase 5				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #		Permit #	SUB-2022-0008	Quasi-Judicial	<input type="checkbox"/>	
	Department	Planning					

**Recommendation**

It is recommended City Council move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of Southridge Estates Phase 5, contingent upon completion of outstanding Public Works and Planning requirements.

**Motion for Consideration**

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Southridge Estates Phase 5, contingent upon the completion of outstanding Public Works and Planning requirements.

**Summary**

A final plat application has been submitted by Kevin Bethje, MGS Pasco Inc (809 S Auburn St, Kennewick, WA 99336), for the final plat of Southridge Estates Phase 5. The plat consists of 84 lots and 9 tracts on approximately 30.08 acres located at 6163 W 30th Avenue. The Comprehensive Plan Land Use Designation is Medium Density Residential, and the property is zoned Residential, Medium Density (RM).

Staff has reviewed the final plat application and has found it to be largely in conformance with all applicable City development regulations, with the exception of the submission of a landscaping plan for common areas within the development, completion of certain Public Works requirements such as bonding for unfinished improvements and the submission of Record Drawings for review and approval, and submission of special inspection reports for all constructed retaining walls within the Phase 5. Prior to signing the final mylar the outstanding conditions will be met. Following Council approval and plat signatures, the plat may be recorded and lots sold to individual owners.

**Alternatives**

None recommended.

**Fiscal Impact**

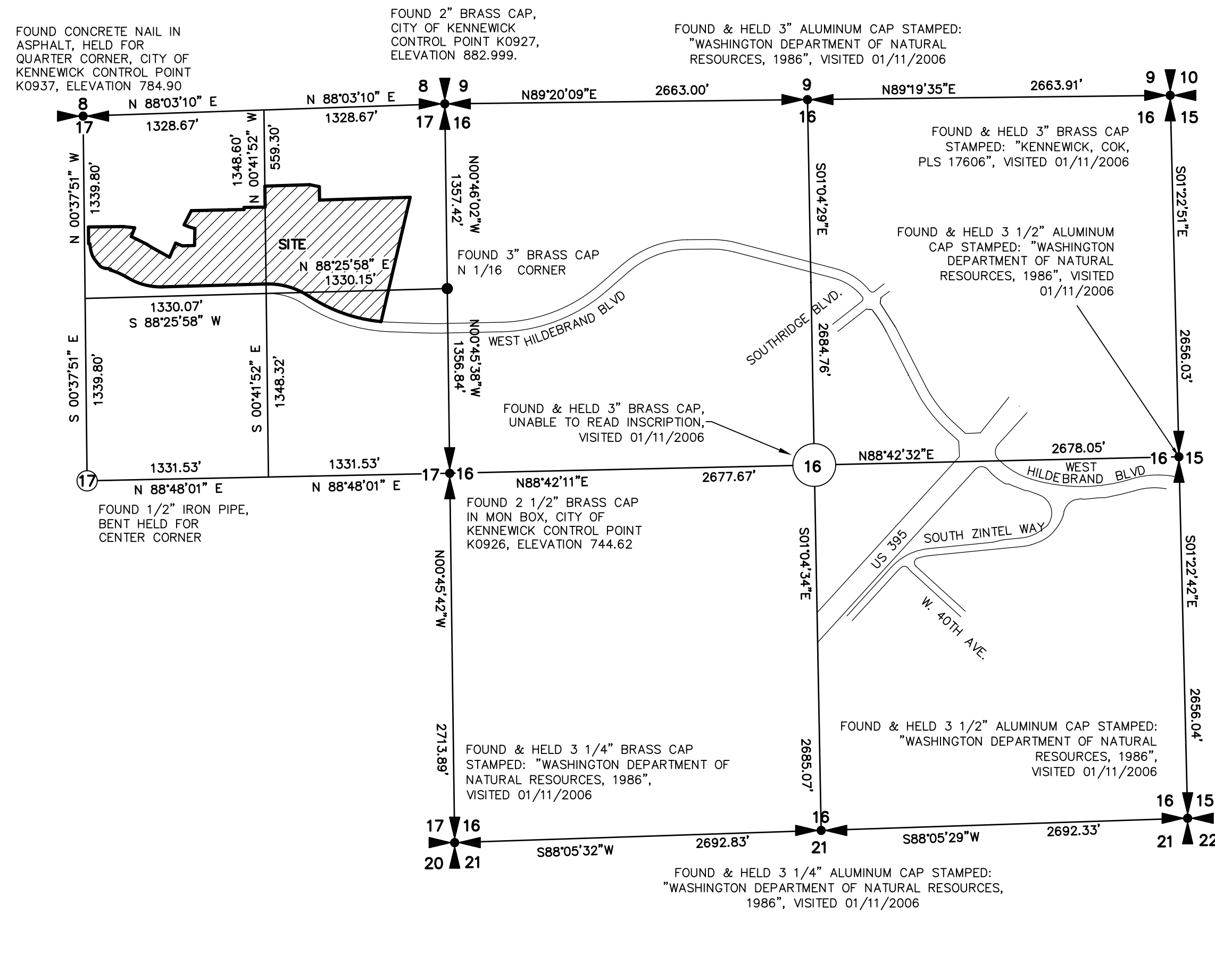
None at this time.

Through	Matt Halitsky Nov 11, 16:06:44 GMT-0800 2022	Attachments: 
Dept Head Approval	Anthony Muai Nov 14, 09:38:33 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 09:57:38 GMT-0800 2022	
		<input type="checkbox"/> Recording Required?

SOUTHRIDGE ESTATES PHASE 5

A SUBDIVISION OF A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 T 8 N, R 9 E, W.M., CITY OF KENNEWICK BENTON COUNTY, WASHINGTON

JOB NO. 21-386 OCTOBER 21, 2022 SHEET 1 OF 3



CURVE TABLE with columns: CURVE, RADIUS, DELTA, ARC DIST., CHORD BEARING, CHORD DIST.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, ARC DIST., CHORD BEARING, CHORD DIST.

PERIMETER DESCRIPTION THAT PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH...

PARCEL NUMBER 11689200002015 (PTN), 117891000002005 (PTN) AND 117891000001005 (PTN) OWNER: PRO MADE CONSTRUCTION, LLC

BENCH MARK: CITY OF KENNEWICK CONTROL POINT K0927 2" BRASS CAP THE NORTHEAST CORNER OF SECTION 17 ELEVATION = 883.00 NAVD88

AUDITOR'S CERTIFICATE FILED FOR RECORD AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON AT THE REQUEST OF MGS PASCO, INC.



BENTON COUNTY AUDITOR BY DEPUTY COUNTY AUDITOR FEE NO. INDEX No.

SURVEYOR'S CERTIFICATE I KEVIN L. BETHJE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE...

- SURVEY REFERENCE 1) WASHINGTON DEPARTMENT OF NATURAL RESOURCES SURVEY, BOOK 1, PAGE 1037, DATED 1986 2) SHORT PLAT VOLUME 1, PAGE 1772, DATED 2002 3) WASHINGTON DEPARTMENT OF TRANSPORTATION, SR 82 'GOOSE GAP ROAD VICINITY TO ICT 14' RIGHT-OF-WAY & LIMITED ACCESS PLAN, SHEET 28 & 34, DATED 01-18-1980 4) MUNNELL SURVEY VOLUME 1, PAGE 10, DATED 1985 5) GALVIN SURVEY VOLUME 1, PAGE 3944, DATED 2008 6) GALVIN SURVEY VOLUME 1, PAGE 3945, DATED 2008 7) AMENDED SHORT PLAT VOLUME 1, PAGE 3188, DATED 2009 8) AMENDED SHORT PLAT VOLUME 1, PAGE 3085, DATED 2008 9) BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009 10) BINDING SITE PLAN RECORD OF SURVEY VOLUME 1, PAGE 3984, DATED 2009 11) 'SOUTHRIDGE PHASE 1' VOLUME 15, PAGE 325 12) 'SOUTHRIDGE PHASE 2A' VOLUME 15, PAGE 445 13) 'SOUTHRIDGE PHASE 2B' VOLUME 15, PAGE 462 14) 'SOUTHRIDGE PHASE 3' VOLUME 15, PAGE 550 15) 'SOUTHRIDGE PHASE 4' VOLUME 15, PAGE 558 16) 'SOUTHRIDGE PHASE 5' VOLUME 15, PAGE 679 17) 'SOUTHRIDGE PHASE 7-8' VOLUME 15, PAGE 690 18) 'SOUTHRIDGE PHASE 9' VOLUME 15, PAGE 700 19) 'SOUTHRIDGE PHASE 9' VOLUME 15, PAGE 699 20) WEBER SURVEY, VOLUME 1, PAGE 4417 21) 'SOUTHRIDGE ESTATES PHASE 4' VOLUME 15, PAGE 718 22) BETHJE SURVEY, VOLUME 1, PAGE 5633

NOTES: 1) TRACTS "P", "N", "S" AND "R" ARE FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. 2) TRACTS "H", "I" AND "J" ARE FOR NON-RESIDENTIAL USE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. 3) TRACT "W" IS FOR NON-RESIDENTIAL USE AND WOULD SERVE AS A CITY UTILITY EASEMENT, AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. 4) TRACT "O" IS FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS AS PEDESTRIAN, STORM WATER, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. IT WILL OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. 5) THE EASEMENT ALONG THE SOUTHERN 27 FEET OF LOTS 80 AND 81 CONTAIN STORM INFILTRATION TRENCHES AND WILL NEED TO BE PROTECTED BY THE PROPERTY OWNERS AND IMPROVEMENTS ARE LIMITED IN THE EASEMENT. TREES AND STRUCTURES ARE NOT ALLOWED.

APPROVALS table with columns: ZIPLY FIBER, CASCADE NATURAL GAS CORPORATION, CHARTER COMMUNICATION, CITY OF KENNEWICK PLAT ADMINISTRATOR, KENNEWICK CITY ENGINEER, MAYOR, CITY OF KENNEWICK, ATTEST: CITY CLERK

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, STATE OF WASHINGTON.

KENNEWICK IRRIGATION DISTRICT APPROVAL I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT...

PUBLIC UTILITY DISTRICT CERTIFICATE THE UTILITY EASEMENTS ARE HEREBY APPROVED BY BENTON COUNTY PUBLIC UTILITY DISTRICT NO. 1.

BENTON COUNTY TREASURER I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR \_\_\_\_\_ A.D., PARCEL NUMBER 11689200002014

DEDICATION: WE, PRO MADE CONSTRUCTION, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND BLOCKS AS SHOWN HEREON AND THAT THE STREET RIGHT-OF-WAYS AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AND THAT SAID SUBDIVISION SHALL HEREAFTER BE DESIGNATED BY THE NAME 'SOUTHRIDGE ESTATES PHASE 5'.

ACKNOWLEDGMENT STATE OF \_\_\_\_\_ SS. } I THE UNDERSIGNED, A NOTARY IN AND FOR THE STATE OF \_\_\_\_\_ HEREBY CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

PERSONALLY APPEARED BEFORE ME, KNOWN TO ME TO BE THE INDIVIDUAL WHO EXECUTED THE FOREGOING 'DEDICATION' AND ACKNOWLEDGED TO ME THAT HE SIGNED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF KENNEWICK NOTES: WHERE TRACTS AND EASEMENTS ARE GRANTED TO THE CITY, THE CITY SHALL HAVE THE RIGHT TO ENTER AND CROSS OVER UNDER OR THROUGH THE PROPERTY TO INSPECT, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND REMOVE ANY CITY UTILITIES, POND, AND PIPE NETWORK, AND MAY REMOVE LANDSCAPING AND OTHER OBSTRUCTIONS, WHICH INTERFERE WITH GRANTEE'S DESIGNATED USE OF THE EASEMENT. GRANTEE SHALL NOT CONSTRUCT BUILDINGS, STRUCTURES, OR PLANT TREES ON THE TRACT OR EASEMENT, BUT MAY MAKE USE OF THE EASEMENT FOR ANY PURPOSE THAT DOES NOT INTERFERE WITH GRANTEE'S RIGHTS PROVIDED.

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 AND RECORDED IN VOLUME \_\_\_\_\_ OF PLATS, PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON AT THE REQUEST OF MGS PASCO, INC.

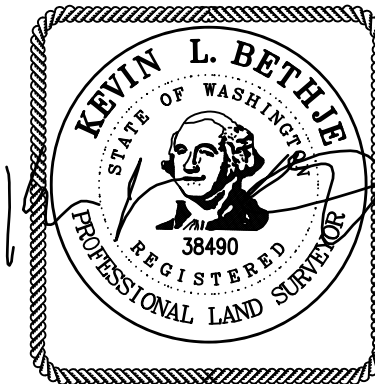
BENTON COUNTY AUDITOR \_\_\_\_\_ BY DEPUTY COUNTY AUDITOR \_\_\_\_\_

FEE No. \_\_\_\_\_ INDEX No. \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I KEVIN L. BETHUE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION No. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PRO MADE CONSTRUCTION, LLC IN OCTOBER, 2021.

KEVIN L. BETHUE, PROFESSIONAL LAND SURVEYOR DATE 10-21-2022 CERTIFICATE No. 38490



10-21-2022

**SOUTHRIDGE ESTATES  
PHASE 5**

A SUBDIVISION OF A PORTION OF THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 T 8 N, R 9 E, W.M., CITY OF KENNEWICK BENTON COUNTY, WASHINGTON

JOB No. 21-386 OCTOBER 21, 2022  
SHEET 2 OF 3

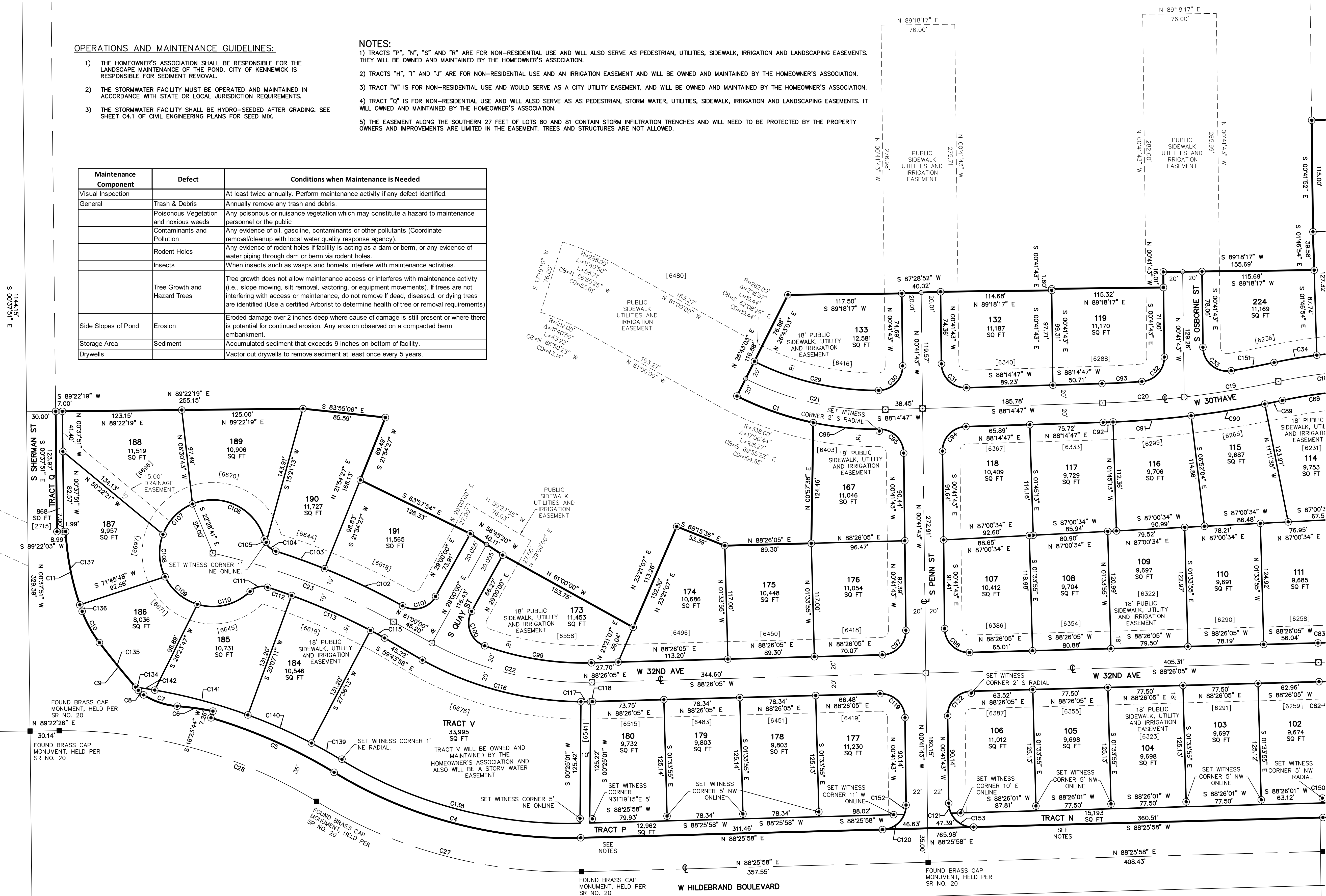
**OPERATIONS AND MAINTENANCE GUIDELINES:**

- 1) THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE LANDSCAPE MAINTENANCE OF THE POND. CITY OF KENNEWICK IS RESPONSIBLE FOR SEDIMENT REMOVAL.
- 2) THE STORMWATER FACILITY MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH STATE OR LOCAL JURISDICTION REQUIREMENTS.
- 3) THE STORMWATER FACILITY SHALL BE HYDRO-SEEDED AFTER GRADING. SEE SHEET C4.1 OF CIVIL ENGINEERING PLANS FOR SEED MIX.

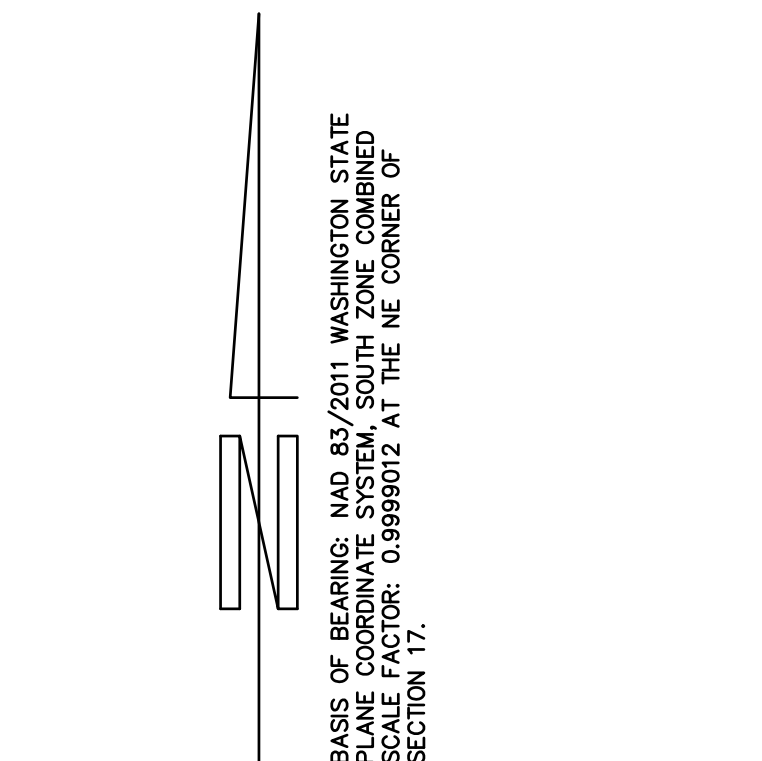
**NOTES:**

- 1) TRACTS "P", "N", "S" AND "R" ARE FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. THEY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 2) TRACTS "H", "I" AND "J" ARE FOR NON-RESIDENTIAL USE AND AN IRRIGATION EASEMENT AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 3) TRACT "W" IS FOR NON-RESIDENTIAL USE AND WOULD SERVE AS A CITY UTILITY EASEMENT, AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 4) TRACT "Q" IS FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, STORM WATER, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. IT WILL OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 5) THE EASEMENT ALONG THE SOUTHERN 27 FEET OF LOTS 80 AND 81 CONTAIN STORM INFILTRATION TRENCHES AND WILL NEED TO BE PROTECTED BY THE PROPERTY OWNERS AND IMPROVEMENTS ARE LIMITED IN THE EASEMENT. TREES AND STRUCTURES ARE NOT ALLOWED.

Maintenance Component	Defect	Conditions when Maintenance is Needed
Visual Inspection		At least twice annually. Perform maintenance activity if any defect identified.
General	Trash & Debris	Annually remove any trash and debris.
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public.
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants (Coordinate removal/cleanup with local water quality response agency).
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.
	Insects	When insects such as wasps and hornets interfere with maintenance activities.
	Tree Growth and Hazard Trees	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are interfering with access or maintenance, do not remove if dead, diseased, or dying trees are identified (Use a certified Arborist to determine health of tree or removal requirements).
Side Slopes of Pond	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted berm embankment.
Storage Area	Sediment	Accumulated sediment that exceeds 9 inches on bottom of facility.
Drywells		Vector out drywells to remove sediment at least once every 5 years.



**PARCEL NUMBER**  
11689200002015 (PTN), 117891000002005 (PTN) AND 117891000001005 (PTN)  
OWNER: PRO MADE CONSTRUCTION, LLC



- LEGEND**
- INDICATES FOUND 5/8" IRON REBAR WITH YPC AS SET IN SURVEY REFERENCE NO 21, HELD UNLESS NOTED OTHERWISE
  - INDICATES SET 5/8" x 30" IRON REBAR WITH YPC STAMPED: "BETHUE 38490"
  - INDICATES SET BRASS CAP STAMPED: "BETHUE 38490" IN MONUMENT CASE
  - INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 20, UNLESS NOTED OTHERWISE. HELD.
  - [XXXX] INDICATES INDICATES STREET ADDRESS
  - INDICATES CALCULATED POSITION, NOTHING SET

**BENCH MARK:**  
CITY OF KENNEWICK CONTROL POINT K0927  
2" BRASS CAP THE NORTHEAST CORNER OF SECTION 17  
ELEVATION = 883.00 NAVD88

MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISCEANCE, ESTOPPLE, ETC.

PREPARED BY:  
MGS PASCO, INC  
809 S ALBURN ST.  
KENNEWICK, WA 99336  
509-491-1071

# SOUTHRIDGE ESTATES PHASE 5

A SUBDIVISION OF A PORTION OF THE  
NORTHWEST, NORTHEAST AND SOUTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 17 T 8 N, R 9 E, W.M.,  
CITY OF KENNEWICK  
BENTON COUNTY, WASHINGTON

JOB NO. 21-386 OCTOBER 21, 2022  
SHEET 3 OF 3

### NOTES:

- 1) TRACTS "P", "N", "S" AND "R" ARE FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. THEY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
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- 3) TRACT "W" IS FOR NON-RESIDENTIAL USE AND WOULD SERVE AS A CITY UTILITY EASEMENT, AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 4) TRACT "O" IS FOR NON-RESIDENTIAL USE AND WILL ALSO SERVE AS PEDESTRIAN, STORM WATER, UTILITIES, SIDEWALK, IRRIGATION AND LANDSCAPING EASEMENTS. IT WILL OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- 5) THE EASEMENT ALONG THE SOUTHERN 27 FEET OF LOTS 80 AND 81 CONTAIN STORM INFILTRATION TRENCHES AND WILL NEED TO BE PROTECTED BY THE PROPERTY OWNERS AND IMPROVEMENTS ARE LIMITED IN THE EASEMENT. TREES AND STRUCTURES ARE NOT ALLOWED.

FUTURE  
DEVELOPMENT



### SURVEYOR'S CERTIFICATE

I KEVIN L. BETHJE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 38490) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. SAID SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PRO MADE CONSTRUCTION, LLC IN OCTOBER, 2021.

*Kevin L. Bethje* 10-21-2022  
DATE  
KEVIN L. BETHJE, PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 38490

### LEGEND

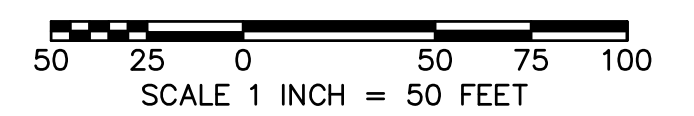
- INDICATES FOUND 5/8" IRON REBAR WITH YPC AS SET IN SURVEY REFERENCE NO. 21, HELD UNLESS NOTED OTHERWISE
- INDICATES SET 5/8" x 30" IRON REBAR WITH YPC STAMPED: "BETHJE 38490"
- INDICATES SET BRASS CAP STAMPED: "BETHJE 38490" IN MONUMENT CASE
- INDICATES FOUND BRASS CAP IN MONUMENT CASE AS SET IN SURVEY REFERENCE NO. 20, UNLESS NOTED OTHERWISE. HELD.
- [XXXX] INDICATES STREET ADDRESS
- INDICATES CALCULATED POSITION, NOTHING SET

### AUDITOR'S CERTIFICATE

FILED FOR RECORD AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2020 AND RECORDED IN VOLUME \_\_\_\_\_  
OF PLATS, PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON  
AT THE REQUEST OF MGS PASCO, INC.

BENTON COUNTY AUDITOR \_\_\_\_\_ BY DEPUTY COUNTY AUDITOR \_\_\_\_\_

FEE NO. \_\_\_\_\_ INDEX No. \_\_\_\_\_



BASIS OF BEARING: NAD 83/2011 WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE COMBINED SECTION 17.

### BENCH MARK:

CITY OF KENNEWICK CONTROL POINT K0927  
2" BRASS CAP THE NORTHEAST CORNER OF SECTION 17  
ELEVATION = 883.00 NAVD88

### PARCEL NUMBER

11689200002015 (PTN), 117891000002005 (PTN) AND  
117891000001005 (PTN)

OWNER: PRO MADE CONSTRUCTION, LLC

MGS PASCO, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUESCENCE, ESTOPPLE, ETC.

PREPARED BY:  
MGS PASCO, INC.  
809 S AUBURN ST.  
KENNEWICK, WA 99336  
509-491-1071

<b>Council Agenda Coversheet</b>  	Agenda Item Number	4.g.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	KPOBA Contract Extension			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Finance				

**Recommendation**

Staff recommends that Council approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract between the City of Kennewick and the Kennewick Police Officers Benefit Association through 2023.

**Motion for Consideration**

I move to approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract with the Kennewick Police Officers Benefit Association through 2023.

**Summary**

The current collective bargaining agreement between the City and the KPOBA expires on December 31, 2022. The parties have reached a tentative agreement to extend the contract for an additional year, through December 31, 2023, with the following changes:


1. All KPOBA employees will receive a 6% increase to base salary effective January 1, 2023.
2. Applicants with prior law enforcement experience will receive credit for past service, and will be eligible for increased paid time off accrual and additional longevity pay based on their total law enforcement experience.
3. Current KPOBA employees with prior law enforcement experience will receive credit for past service, and will be eligible for increased time off accrual and additional longevity pay based on their total law enforcement experience starting in the pay period after this agreement is signed.

**Alternatives**

None recommended.

**Fiscal Impact**

The total cost associated with this one year extension is \$620,000, which is slightly higher than the projected personnel costs for this group in 2023 included within the 2023-2024 biennial budget. However, staff believes that this increase can be offset by savings in other areas of the budget.

Through	Corey Osborn Nov 30, 13:11:44 GMT-0800 2022	Attachments: 
Dept Head Approval	Dan Legard Nov 30, 13:51:14 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 10:01:08 GMT-0800 2022	
		<input type="checkbox"/> Recording Required?

## MEMORANDUM OF AGREEMENT

### Between the City of Kennewick and the Kennewick Police Officers Benefit Association 2023 Collective Bargaining Agreement Extension

#### I. Parties

The parties to this agreement are the City of Kennewick (“the City”) and the Kennewick Police Officers Benefit Association (“the KPOBA”) (collectively “the Parties”).

#### II. Agreement

The Parties agree to extend the existing 2020-2022 collective bargaining agreement, as well as all existing memoranda of agreement or understanding, through December 31, 2023 with the following changes:

1. All bargaining unit members will receive a six percent (6%) base salary increase effective January 1, 2023.
2. All future applicants will receive full service credit upon hire for their in-state LEOFF-qualifying or WSPRS-qualifying law enforcement experience and/or for their out-of-state pension-qualifying law enforcement experience. This recognition of service credit will affect annual leave accrual as outlined in Article 12 of the collective bargaining agreement, as well as advancement through the career development program as outlined in Article 23 of the collective bargaining agreement. This recognition of service credit will not affect priority for shift assignments or time off bids. This provision will take effect immediately in the next full payroll period following execution of this agreement.
3. All current members who applied as lateral applicants will receive full service credit upon hire for their in-state LEOFF-qualifying or WSPRS-qualifying law enforcement experience and/or for their out-of-state pension-qualifying law enforcement experience. This recognition of service credit will affect annual leave accrual as outlined in Article 12 of the collective bargaining agreement, as well as advancement through the career development program as outlined in Article 23 of the collective bargaining agreement. This recognition of service credit will not affect priority for shift assignments or time off bids. This provision



will not have retroactive effect, but will take effect immediately in the next full payroll period following execution of this agreement.

Agreed to this 6<sup>th</sup> day of December, 2022.

**Kennewick Police Officers  
Benefit Association**

**City of Kennewick**

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Ron Salter  
President

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W.D. McKay  
Mayor

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Kris Safranek  
Executive Secretary

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Marie E. Mosley  
City Manager

<b>Council Agenda Coversheet</b>	Agenda Item Number	4.h.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	KPMA Contract Extension			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Finance				

**Recommendation**

Staff recommends that Council approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract between the City of Kennewick and the Kennewick Police Management Association through 2023.

**Motion for Consideration**

I move to approve and authorize the Mayor and City Manager to sign the proposed agreement extending the contract between with the Kennewick Police Management Association through 2023.

**Summary**

The current collective bargaining agreement between the City and the KPMA expires on December 31, 2022. The parties have reached a tentative agreement to extend the contract for an additional year, through December 31, 2023, with the following changes:

1. All KPMA employees will receive a 6% increase to base salary effective January 1, 2023.
2. Future KPMA employees with prior law enforcement experience will receive credit for past service, and will be eligible for increased paid time off accrual and additional longevity pay based on their total law enforcement experience.
3. Current KPMA employees with prior law enforcement experience will receive credit for past service, and will be eligible for increased time off accrual and additional longevity pay starting in the pay period after this agreement is signed.

**Alternatives**

None recommended.

**Fiscal Impact**

The total cost associated with this one year extension is \$135,000, which is slightly higher than the projected personnel costs for this group in 2023 included within the 2023-2024 biennial budget. However, staff believes that this increase can be offset by savings in other areas of the budget.

Through	Corey Osborn Nov 30, 13:16:09 GMT-0800 2022	Attachments: <input type="text" value="KPMA Contract Extension"/>
Dept Head Approval	Dan Legard Nov 30, 13:48:19 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 10:08:03 GMT-0800 2022	
		<input type="checkbox"/> Recording Required?

**MEMORANDUM OF AGREEMENT**  
**Between the City of Kennewick and the Kennewick Police Management Association**  
**2023 Collective Bargaining Agreement Extension**

**I. Parties**

The parties to this agreement are the City of Kennewick (“the City”) and the Kennewick Police Management Association (“the KPMA”) (collectively “the Parties”).

**II. Agreement**

The Parties agree to extend the existing 2020-2022 collective bargaining agreement, as well as all existing memoranda of agreement or understanding, through December 31, 2023 with the following changes:

1. Based on the Memorandum of Agreement between the City and the Kennewick Police Officers Benefit Association providing a 2023 collective bargaining agreement extension, and consistent with Section 8.2 of the KPMA collective bargaining agreement, all bargaining unit members will receive a six percent (6%) base salary increase effective January 1, 2023.
2. Police Officers promoted to Police Sergeant will retain full service credit upon promotion for their in-state LEOFF-qualifying or WSPRS-qualifying law enforcement experience and/or for their out-of-state pension-qualifying law enforcement experience. This recognition of service credit will affect annual leave accrual as outlined in Article 11 of the collective bargaining agreement. This recognition of service credit will not affect priority for shift assignments or time off bids. This provision will take effect in the next full payroll period following execution of this agreement.
3. All current members will receive full service credit for their in-state LEOFF-qualifying or WSPRS-qualifying law enforcement experience and/or for their out-of-state pension-qualifying law enforcement experience. This recognition of service credit will affect annual leave accrual as outlined in Article 12 of the collective bargaining agreement. This recognition of service credit will not affect priority for shift assignments or time off bids. This provision will not have

retroactive effect, but will take effect in the next full payroll period following execution of this agreement.

Agreed to this 6<sup>th</sup> day of December, 2022.

**Kennewick Police  
Management Association**

**City of Kennewick**

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Isaac Merkl  
President

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W.D. McKay  
Mayor

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Ryan Kelly  
Vice President

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Marie E. Mosley  
City Manager

# Council Agenda Coversheet



Agenda Item Number	4.i.	Council Date	12/06/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	NW HIDTA Fiduciary Contracts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

That City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) contractors (11).

### Motion for Consideration

I move to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.

### Summary

As a Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of administrative duties, including required reporting to the federal government and acting as a pass-through for federal funds to the program's contracted staff. As part of its administrative duties, the City is required to enter into separate agreements with the program's contractors, along with Northwest HIDTA. The City approved contracts for these 11 positions in 2022, but the agreements expire 12/31/2022. Each proposed agreement has been reviewed by the City Attorney's Office and Finance staff and includes a scope of services to be performed, as well as the compensation each position will receive during the covered period of 2023. The funding for all payments made by the City in the fiduciary role will be reimbursed through a federal award.

### Alternatives

None recommended.

### Fiscal Impact

The proposed contractor agreements do not have a fiscal impact to the City of Kennewick. All compensation and reimbursements authorized under the agreements will be reimbursed to the City through a federal HIDTA grant. The City currently has an agreement in place to be paid \$60,000 annually as compensation for performing its administrative duties as a Fiduciary for the Northwest HIDTA.

Through	Denise Winters Nov 29, 10:56:48 GMT-0800 2022
Dept Head Approval	Dan Legard Nov 30, 11:18:56 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 10:14:55 GMT-0800 2022

Attachments:

- Agreement11
- Agreement10
- Agreement9
- Agreement8
- Agreement7

Recording Required?

CONTRACTOR: Sean Blumenkrantz  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Program Assistant  
AMOUNT: \$81,743.34  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA PROGRAM ASSISTANT SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) program assistant services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and SEAN BLUMENKRANTZ, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform program assistant services for HIDTA. Program assistant services include, but are not limited to:

- 1.1 Overseeing installation and maintenance of commonly used electronic and/or telecommunication equipment, by contracted vendors, and ensuring work performed and products provided meet requirements;
- 1.2 Ensuring compliance with all relevant policies and guidance concerning equipment and technology procurement and inventory thereof;
- 1.3 Conducting audits, inspections, preventive maintenance, and repairs to ensure optimum performance of electronics, systems, and equipment;
- 1.4 Developing, installing, and maintaining the HIDTA computer network, related systems, and the daily on-site operation thereof;
- 1.5 Supporting other hardware and software used internally and externally;
- 1.6 Offering expert guidance and support to HIDTA staff and affiliates regarding the procurement, use, maintenance, and control of the highly specialized hardware and software; and
- 1.7 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$81,743.34 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.



11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
SEAN BLUMENKRANTZ

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Julie Christine  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Financial Manager  
AMOUNT: \$132,915.03  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA FINANCIAL MANAGER SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) financial manager services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and JULIE CHRISTINE, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform financial manager services for HIDTA. Financial manager services include, but are not limited to:

- 1.1 Establishing and/or revising and maintaining operating policies and procedures for management of funds;
- 1.2 Preparing annual budget estimates and coordinating budget submissions to HIDTA’s executive director (“director”), executive board, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Disseminating guidelines and instruction material for preparation of budget submission and program objectives;
- 1.4 Providing technical assistance for developing budget submissions and funding estimates;
- 1.5 Providing guidance to HIDTA fiduciaries on the reporting and reimbursement procedures and Federal Financial Reporting requirements;
- 1.6 Reviewing, analyzing, and providing recommendations on requests from agencies and task forces for reprogramming and funding allocations;
- 1.7 Interpreting, revising, and providing instructions for preparing and presenting budget proposals, budget forecasts, funding status, and expenditure reports for all HIDTA Initiatives;

- 1.8 Providing managerial and accounting interpretations of data in reports provided to the executive director, executive board, and ONDCP;
- 1.9 Developing, coordinating, and implementing new or revised in-house accounting systems, and initiating necessary instructions and procedures in conformance with HIDTA and ONDCP policies;
- 1.10 Assuring accounting, reporting, and procedures are in compliance with established fiscal and administrative policies and procedures of the HIDTA program;
- 1.11 Monitoring HIDTA grants from application to closeout phase and conducting ongoing reviews of the use of funds to ensure compliance with regulations;
- 1.12 Reviewing and balancing all grants to the HIDTA Financial Management System;
- 1.13 Reviewing the accuracy and permissibility of expenditures and identifying any problem areas;
- 1.14 Performing in-house and on-site reviews of fiduciaries/initiatives receiving HIDTA funds, examining financial reports, accounting records and related documents, and determining whether procedures are consistent and conform to acceptable practices;
- 1.15 Examining program objectives and packages submitted by initiatives for adequacy of material and compliance with ONDCP/HIDTA procedures;
- 1.16 Assisting in planning and developing materials for presentation to the executive board and ONDCP; and
- 1.17 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to

administer the Grant Agreement between ONDCP and the City (“Grant/Award”) by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$132,915.03 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment,



declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
JULIE CHRISTINE

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Matthew Duran  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Deputy Director  
AMOUNT: \$177,620.67  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA DEPUTY DIRECTOR SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) deputy director services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MATTHEW DURAN, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform deputy director services for HIDTA. Deputy director services include, but are not limited to:

- 1.1 Coordinating the HIDTA intelligence system operations to ensure compliance with the General Counterdrug Intelligence Plan, Office of National Drug Control Policy ("ONDCP") Program Policy and Budget Guidance, and other national and HIDTA program intelligence guidelines;
- 1.2 In the absence of the HIDTA executive director (“executive director”), the deputy director assumes the executive director’s responsibilities for the HIDTA program;
- 1.3 Monitoring and coordinating the HIDTA intelligence functions in order to provide optimal service to HIDTA initiatives and participating agencies through system evaluation and analysis. Identifying additional funding needs to the executive director, and facilitating reprogramming of funds where needed;
- 1.4 Preparing, facilitating, and directing the HIDTA investigative support center (“ISC”) staff in production of required annual and periodic reports such as the threat assessment, congressional reports, and peer reviews, as well as other strategic, tactical intelligence, and information documents, acting as primary editor;
- 1.5 Working cooperatively and collaboratively with HIDTA deputy directors and program managers, coordinating program activities to ensure HIDTA meets the HIDTA/ONDCP developmental standards for intelligence centers;

- 1.6 Understanding national intelligence system requirements and monitoring the status and progress of the HIDTA intelligence program to ensure interconnectivity and conformity to national requirements. Recommending improvements in intelligence program coordination and reporting to HIDTA's executive director, executive board ("executive board"), and its subcommittees;
- 1.7 Ensuring all aspects of the intelligence program are continually analyzed to identify new requirements, deficiencies, critical problems, and the need for program revision;
- 1.8 Supervising the preparation and maintenance of the ISC standard operating procedures (SOP) manual and annual budget based on requirements and input from the ISC manager and others;
- 1.9 Overseeing those responsible for the HIDTA facility's physical, procedural, and electronic security systems;
- 1.10 Being responsible for ISC budget matters, researching and developing of budget requirements, monitoring and approving purchases, invoices and expenditures, and maintaining an ongoing awareness of budget status with all fiduciaries;
- 1.11 Assisting in planning innovative, comprehensive programs to meet the drug and regional crime threat while promoting HIDTA's enforcement and intelligence strategies;
- 1.12 Planning and forecasting for future requirements and developing short, medium, and long term plans to meet HIDTA's mission and goals;
- 1.13 Developing, fostering, and maintaining cooperative partnerships with federal, state, local, and tribal law enforcement agencies. Promoting and enhancing communications between HIDTA programs and initiatives;
- 1.14 Planning, developing, coordinating, and executing the annual HIDTA initiative review program. Assisting in the production of the ONDCP required Performance Management System;
- 1.15 Assisting in formulating policies and implementing strategic planning for the executive director and executive board in meeting HIDTA's mission and goals;
- 1.16 Providing general oversight and coordination for the preparation of annual initiative proposals. Ensuring that priorities and objectives are clearly identified, realistic, and consistent with other HIDTA programs and initiatives and in accordance with ONDCP mandates;
- 1.17 Assisting the HIDTA financial manager by providing advice, guidance, and assistance to task force managers and enforcement initiative supervisors during

preparation of their HIDTA budgets;

- 1.18 Supervising HIDTA members responsible for general administration functions;
- 1.19 Supervising the HIDTA operations manager, who is responsible for promoting, developing, and maintaining a system for tracking operational and statistical performance data needed by HIDTA and/or participating HIDTA agencies;
- 1.20 Representing the HIDTA program and executive director by participating in national law enforcement meetings, conferences and community forums;
- 1.21 Assisting the executive director as required with overall program administrative issues; and
- 1.22 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$177,620.67 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or

breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.



IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
MATTHEW DURAN

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Keith Evans  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Intelligence Analyst  
AMOUNT: \$92,745.69  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and KEITH EVANS, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;

- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$92,745.69 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or

breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
KEITH EVANS

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Shawn Mitchell  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Intelligence Analyst  
AMOUNT: \$92,745.69  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and SHAWN MITCHELL, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;



- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$92,745.69 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or

breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
SHAWN MITCHELL

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Michael J. Mizer  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Drug Intelligence Officer  
AMOUNT: \$90,000.00  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA DRUG INTELLIGENCE OFFICER SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) drug intelligence officer services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and MICHAEL J. MIZER, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform drug intelligence officer services for HIDTA. Drug intelligence officer services include, but are not limited to:

- 1.1 Disseminating drug-related intelligence throughout Washington State;
- 1.2 Coordinating with HIDTA National Overdose Response Strategy personnel and drug intelligence officers throughout the United States;
- 1.3 Working with public health analysts and other representatives from the Centers for Disease Control and Prevention in furtherance of joint initiatives and policy considerations;
- 1.4 Tracking certain arrests and making appropriate notifications;
- 1.5 Serving as a clearinghouse for information requests from public and private entities;
- 1.6 Establishing points of contact with key federal, state, local, and tribal representatives to:
  - 1.6.1 Promote awareness and increase collaboration;
  - 1.6.2 Coordinate meetings, training, and outreach opportunities; and

- 1.6.3 Manage use of central databases ensuring the timely exchange of information;
- 1.7 Conducting interviews and liaising with members of public health, law enforcement, and the private sector to stay abreast of fluctuating drug threats and trends;
- 1.8 Preparing written reports and making presentations; and
- 1.9 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$90,000.00 for the services provided under this

Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.



**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
MICHAEL J. MIZER

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Andrea Robin Rask  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Operations Manager  
AMOUNT: \$122,136.54  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA OPERATIONS MANAGER SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) operations manager services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and ANDREA ROBIN RASK, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform operations manager services for HIDTA. Operations manager services include, but are not limited to:

- 1.1 Serving as the primary point of contact and administrator of the Performance Management Process (PMP) database;
- 1.2 Ensuring the reliability and accuracy of data and information entered into the PMP database;
- 1.3 Ensuring participant/initiative/agency compliance with the performance reporting provisions detailed in HIDTA’s Program Policy and Budget Guidance as well as the PMP user guide, keeping HIDTA’s executive director (“executive director”), or designee, updated as required;
- 1.4 Maintaining their PMP certification;
- 1.5 Ensuring appropriate personnel are trained annually on the PMP database and are apprised of any changes in procedures or definitions;
- 1.6 Assisting HIDTA, the Office of National Drug Control Policy (“ONDCP”), and independent auditors during performance audits and program reviews;
- 1.7 Where applicable, implementing audit recommendations, addressing findings, and drafting and implementing a corrective action plan (CAP), if necessary;
- 1.8 Creating, implementing, and tracking annual training plans to include expected

outputs and preparing and submitting associated budgets;

- 1.9 Identifying, recommending, and carrying out relevant training for HIDTA and its initiatives;
- 1.10 Routinely communicating with others similarly situated throughout the HIDTA community, and elsewhere, to identify and implement best practices;
- 1.11 Being responsible for administrative matters associated with HIDTA sponsored training, to include: physical and virtual classroom set-up, facility considerations, student manuals/training material, training aids, other necessary equipment, and instructor/student coordination;
- 1.12 Conducting after-action interviews and assessments;
- 1.13 Communicating training matters to HIDTA employees and contractors, stakeholders, and other law enforcement and public health agencies/entities operating in Washington State;
- 1.14 Supervising the information technology unit; and
- 1.15 Performing other duties as directed by competent authority.

## **2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

## **3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for

employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$122,136.54 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.



IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
ANDREA ROBIN RASK

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Brandon Ross  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Information Technology Systems  
Administrator/Electronic Surveillance Technician  
AMOUNT: \$116,643.00  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

**AGREEMENT FOR NORTHWEST HIDTA INFORMATION TECHNOLOGY  
SYSTEMS ADMINISTRATOR AND ELECTRONIC SURVEILLANCE TECHNICIAN  
SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) information technology systems administrator/electronic surveillance technician services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and BRANDON ROSS, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform information technology systems administrator/electronic surveillance technician services for HIDTA. information technology systems administrator/electronic surveillance technician services include, but are not limited to:

- 1.1 Developing and maintaining the HIDTA computer network, related systems, and the daily on-site operation thereof;
- 1.2 Installing, organizing, and supporting the HIDTA computer systems, including local area networks (LANs), wide area networks (WANs), network segments, intranets, and other data communication systems;
- 1.3 Offering expert guidance and support to HIDTA staff and affiliates regarding the procurement, use, maintenance, and control of the highly specialized hardware and software;
- 1.4 Interacting with and supporting law enforcement personnel during the course of investigations while maintaining strict confidentiality and operational security;
- 1.5 Overseeing contracted vendors’ installation and maintenance of commonly used electronic surveillance and/or telecommunication equipment and ensuring the work performed and products provided meet HIDTA requirements;

- 1.6 Ensuring HIDTA and its partners comply with the HIDTA Program Policy and Budget Guidance and Uniform Guidance 2 CFR Part 200 as it pertains to equipment purchases and inventory safekeeping;
- 1.7 Ensuring that all the requirements of the loaned equipment program are met and the HIDTA inventory system is up to date and in compliance;
- 1.8 Conducting audits, inspections, preventive maintenance, and repairs to ensure optimum operational capability of electronics, systems, and equipment;
- 1.9 Reporting directly to the HIDTA Operations Manager; and
- 1.10 Performing other duties as directed by competent authority.

## **2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

## **3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

## **4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$116,643.00 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or

breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
BRANDON ROSS

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Gabriel Velasco  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Intelligence Analyst  
AMOUNT: \$90,017.55  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA INTELLIGENCE ANALYST SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) intelligence analyst services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and GABRIEL VELASCO, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform intelligence analyst services for HIDTA. Intelligence analyst services include, but are not limited to:

- 1.1 Performing criminal research and analysis in support of multi-agency criminal drug investigations;
- 1.2 Collecting, analyzing, evaluating, producing, and disseminating tactical, operational, and strategic intelligence;
- 1.3 Preparing written products pertaining to tactical, operational, and/or strategic intelligence;
- 1.4 Preparing presentations and conducting briefings to supervisors, managers, detectives, and/or prosecutors concerning investigative, operational, and/or strategic intelligence;
- 1.5 Using federal, state, and local criminal systems and databases to research and evaluate drug organization members, drug trafficking activities, and investigative overlaps;
- 1.6 Conducting communications analysis and preparing organizational, phone link, and timeline charts using various intelligence/investigative software applications;
- 1.7 Monitoring drug trafficking trends, identifying emerging trends and officer safety issues, and preparing strategic intelligence assignments;



- 1.8 Preparing and documenting analytical findings in investigative reports;
- 1.9 Using investigative and analytical tools, word processing, graphics, and spreadsheet software to produce reports, presentations, and special projects;
- 1.10 Completing special projects and performing other related analytical and research duties as required;
- 1.11 Testifying in criminal prosecutions as needed;
- 1.12 Traveling at government expense as needed;
- 1.13 Reporting directly to the investigative support center (ISC) manager; and
- 1.14 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the HIDTA executive director ("executive director"), or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$90,017.55 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or

breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
GABRIEL VELASCO

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Hayley Webster  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Executive Assistant  
AMOUNT: \$81,743.34  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA EXECUTIVE ASSISTANT SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) executive assistant services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and HAYLEY WEBSTER, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform executive assistant services for HIDTA. Executive assistant services include, but are not limited to:

- 1.1 Directly supporting the day-to-day activities of HIDTA’s executive director (“executive director”);
- 1.2 Assisting other members of the leadership team as necessary;
- 1.3 Scheduling calls and meetings with internal and external stakeholders;
- 1.4 Handling internal and external communications with executives, staff, and others by responding directly in writing, by phone, and/or in person;
- 1.5 Planning and supporting other meetings as necessary;
- 1.6 Arranging travel and preparing related documents;
- 1.7 Processing paperwork, maintaining confidential records, and managing the filing and retention of other correspondence;
- 1.8 Preparing, organizing, and disseminating periodic memos and materials;
- 1.9 Coordinating support for local and statewide facilities;
- 1.10 Traveling at government expense as needed;

1.11 Ordering office supplies and other items, scheduling deliveries, and serving as liaison with building management and others; and

1.12 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the executive director, or designee, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the executive director.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$81,743.34 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-monthly installments. In addition to this salary, and provided sufficient funding is

available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive director, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.



**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
HAYLEY WEBSTER

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

CONTRACTOR: Jonathan Weiner  
AGENCY: City of Kennewick  
PROJECT: Northwest HIDTA Executive Director  
AMOUNT: \$207,872.52  
FUND SOURCE: High Intensity Drug Trafficking Area Grant  
DURATION: January 1, 2023, through December 31, 2023

## **AGREEMENT FOR NORTHWEST HIDTA EXECUTIVE DIRECTOR SERVICES**

THIS Agreement for Northwest HIDTA (“HIDTA”) executive director services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for HIDTA (the “City”), and JONATHAN WEINER, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR.**

Contractor agrees to perform executive director services for HIDTA. Executive director services include, but are not limited to:

- 1.1 Reviewing, evaluating, and advising participating federal and state agencies on proposed initiatives and budget requests relating to drug law enforcement activity grants for the coming year;
- 1.2 Reviewing proposed grant initiatives with submitting jurisdictions, advising as to whether the content is sufficient to achieve the funding goal stated in the initiative and budget request, and acting as liaison between submitting jurisdictions and HIDTA’s executive board (“executive board”), the National HIDTA Committee, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Preparing and submitting to the executive board an annual report, part of an annual budget request (ABR), that is consistent with the guidelines established by the executive board, ONDCP, budget requests, and funding received by HIDTA;
- 1.4 Preparing and submitting to the executive board initiative description and budget proposals for each component of HIDTA (law enforcement, treatment, and prevention) that is consistent with ABR requirements;
- 1.5 Updating the executive board each quarter regarding HIDTA activities. This briefing shall include a fiscal overview to ensure consistency with program objectives and, in the case of grant funding, compliance with applicable grant guidelines;

- 1.6 Serving as a liaison between task forces served by HIDTA, other HIDTAs, law enforcement and military agencies, treatment and prevention agencies, and private sector organizations and vendors;
- 1.7 Performing other duties, responsibilities, and functions of the executive director as indicated on the most recent position vacancy announcement for the executive director position; and
- 1.8 Performing other duties as directed by competent authority.

**2. TIME OF PERFORMANCE.**

This Agreement shall govern services rendered beginning January 1, 2023, and ending December 31, 2023, unless this Agreement is terminated earlier as provided in Section 11.

**3. INDEPENDENT CONTRACTOR.**

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee, or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Grant Agreement between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due to the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor will report to the executive board, established committees, or designees, and will serve at the will of HIDTA. The Contractor will be required to comply with all requirements for employment established by HIDTA. This Agreement is subject to the review and approval of the director of ONDCP.

**4. CONDITIONS OF EMPLOYMENT.**

Employment is contingent on the qualification for and maintenance of a National Security Clearance at the appropriate level, with the minimum level required being secret.

**5. COMPENSATION.**

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. Provided sufficient funding is available, the City will pay the Contractor a total salary of \$207,872.52 for the services provided under this Agreement. Payment will be made in twenty-four (24) substantially equal, semi-

monthly installments. In addition to this salary, and provided sufficient funding is available, the City will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

**6. OWNERSHIP.**

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of HIDTA. The City reserves the right to access any records pertaining to the City of Kennewick.

**7. CHANGES.**

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**8. REVIEW AND APPROVAL.**

Upon submittal of any report or other information required by the scope of services to be performed, the executive board, or designee, upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory, or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

**10. COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable federal, state, and local laws in performing this Agreement, including laws governing discrimination.

**11. TERMINATION.**

11.1 Each party understands that funding is currently available to support this Agreement through December 31, 2023, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the City or HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

11.2 HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 5 of this Agreement.

11.3 Termination shall not affect the rights of HIDTA, the City, or the Contractor under any other paragraph herein.

**12. NON-ASSIGNMENT.**

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

**13. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.**

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

**14. GOVERNING LAW AND STIPULATION OF VENUE.**

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

**15. SEVERABILITY.**

Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**16. INTEGRATION.**

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**17. NON-DISCRIMINATION.**

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all federal and state laws relating to discrimination.

Conversely, HIDTA shall not discriminate against the Contractor because of race, color, sex, national origin, or any other protected class status, and shall comply with all federal and state laws relating to discrimination.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties, or commitments, except as set forth in this Agreement.

**19. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.**

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.



IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

**CONTRACTOR**

\_\_\_\_\_  
JONATHAN WEINER

\_\_\_\_\_  
Date

**CITY OF KENNEWICK**

\_\_\_\_\_  
MARIE E. MOSLEY, City Manager

\_\_\_\_\_  
Date

Approved as to form:


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

\_\_\_\_\_  
Date

**EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD**

\_\_\_\_\_  
CHRIS GUERRERO, Executive Board Chair

\_\_\_\_\_  
Date

<b>Council Agenda Coversheet</b>	Agenda Item Number	4.j.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Agreement with DEA for Construction Engineering				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #	P1402	Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Public Works					

**Recommendation**

Authorize the Mayor to execute Supplemental Agreement No. 1 to extend the completion date for the existing agreement with David Evans & Assoc. to perform construction engineering services for the US 395/Ridgeline Interchange Project.

**Motion for Consideration**

I move to authorize the Mayor to execute Supplemental Agreement No. 1 to extend the completion date for the existing agreement with David Evans & Assoc. to perform construction engineering services for the US 395/Ridgeline Interchange Project.

**Summary**

The construction of the US395/Ridgeline interchange project has been awarded to Scarsella Bros. Inc in the amount of \$13,392,130. While the City of Kennewick oversaw the design and right-of-way acquisition phases of the project, the Washington State Department of Transportation (WSDOT) is overseeing the construction phase of the project.

Through agreement GCB 3138, previously executed between the City and WSDOT on 9/8/2020, the City will pay WSDOT for Construction Engineering (CE) services (primarily inspection oversight) not to exceed \$1,372,700 for the project. As part of the construction engineering, the design consultant David Evans & Associates (DEA) is providing services to review and approve shop drawings, requests for information, change orders and design clarifications as needed.

The City has negotiated these services with DEA in an agreement not to exceed \$217,285, which is a part of the \$1,372,700 CE allotment. The City negotiated and is currently administering the agreement with DEA on behalf of WSDOT. The original completion date was November 30, 2022, but since the Contractor's completion schedule has been extended out to next Spring, DEA's contract will need to be extended as well so that we do not experience an interruption in their services.

Sufficient construction funds exist that all of the \$1,372,700 CE total are being paid with Connecting Washington and National Highway Freight Program funds, including the services provided by DEA. The City bills WSDOT for DEA work.

Staff recommends executing the supplemental agreement with DEA which will extend their agreement from November 30, 2022 out to May 31, 2022, at no additional cost to the City.

**Alternatives**

None recommended.

**Fiscal Impact**

Budget account: P7595120 - 563119

Sufficient funds exist to perform the work.

Through	Heath Mellotte Nov 28, 09:38:34 GMT-0800 2022	Attachments: <input type="text" value="Amendment"/>
Dept Head Approval	Cary Roe Nov 29, 14:53:41 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 10:17:54 GMT-0800 2022	
		<input type="checkbox"/> Recording Required?



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number P1402/STPUL3457(0002)/WSDOT No.19Y011/2		David Evans and Associates, Inc. 908 N. Howard St., Ste. 300 Spokane, WA 99201 Phone: 509-232-8718	
Project Number DEA Project No. KENX0000.0002	Execution Date 12/1/2022	Completion Date November 2022	
Project Title US 395/Ridgeline Dr. Grade Separation Ph. II	New Maximum Amount Payable No change		
Description of Work No change.			

The Local Agency of the City of Kennewick  
desires to supplement the agreement entered in to with David Evans and Associates, Inc.  
and executed on 3/2/2021 and identified as Agreement No. P1402/STPUL-3457(0002)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
No change to original scope of work.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: May 31, 2023

**III**

Section V, PAYMENT, shall be amended as follows:  
No change to original payment.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.


By: H. Gregory Holder, P.E. Vice President

By: Bill McKay, Mayor

  
Consultant Signature

Approving Authority Signature

Date

<b>Council Agenda Coversheet</b>  	Agenda Item Number	4.k.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Fire Station 1 Audio Visual System				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #	22-039	Other	<input type="checkbox"/>	
	Project #	P2199	Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Fire Department					

**Recommendation**

That City Council award Contract 22-039 Fire Station 1 Audio Visual System to Ted Brown AVL in the amount of \$135,042.16 plus a 10% contingency of \$13,504.22 for a total of \$148,546.38.

**Motion for Consideration**

I move to award contract 22-039 for Fire Station 1 Audio Visual System to Ted Brown AVL in the the amount of \$135,042.16 plus a 10% contingency of \$13,504.22 for a total of \$148,546.38.

**Summary**

Four proposals were received on November 1, 2022 at 2:00PM

Ted Brown AVL - \$141,664.17 corrected to \$135,042.16  
 EVCO Integrated Services - Non conforming response  
 AVIDEX - \$134,591.22  
 AVI SPL - \$156,349.10

The new Fire Station 1 facility has a need for an Executive Conference Room and a Training Room that will require Audio Visual systems to be provided and installed. The City issued a Request for Proposal (RFP) Oct 6, 2022 to engage a Contractor to provide and install the Audio Visual system for the Fire Station building being constructed. The system will match the standard installation in other conference rooms of this nature.


The Project team reviewed the proposals that were received on Nov 1, 2022 and recommends awarding the bid to Ted Brown AVL. The project team noted that the the proposal by Ted Brown AVL would provide better equipment for hybrid digital and analog as well as opportunity for growth. Ted Brown is a local vendor and would be able to provide better response times when needed. As with other public works contracts, staff recommends adding an additional 10% contingency of \$13,504.22 for a total of \$148,546.38.

**Alternatives**

None Recommended

**Fiscal Impact**

This contract will be paid for using previously budgeted funds from City of Kennewick allocated for the Fire Station 1 construction.

Through	Cody Lewis Nov 28, 13:11:21 GMT-0800 2022	Attachments:   <input type="checkbox"/> Recording Required?
Dept Head Approval	Christina Palmer Dec 01, 09:56:40 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 12:45:11 GMT-0800 2022	

# Council Agenda Coversheet



Agenda Item Number	4.I.	Council Date	12/06/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	WWTP Non-Potable Water System		
Ordinance/Reso #		Contract #	
Project #	P2113	Permit #	
Department	Public Works		

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

## Recommendation

That the City Council authorize the City Manager to sign the Supplemental Agreement No. 1 with JUB Engineers, Inc., for the engineering design for the WWTP Non-Potable Water System (P2113).

## Motion for Consideration

I move to authorize the City Manager to sign the supplemental Agreement No. 1 with JUB Engineers, Inc., for the engineering design for the WWTP Non-Potable Water System (P2113).

## Summary

An alternative to constructing a potable water air-gap for onsite utility water uses, a preferred approach is to utilize reclaimed effluent water already produced at the "tail end" of the WWTPs processes. While evaluating the current onsite potable water usage history it was noted that, the WWTP is the highest potable water user within the City. By converting the onsite utility water usage over from potable to WWTP reclaimed effluent it will save potable water, energy, and will free up existing potable water treatment capacity that can be utilized in the future for growth.

The original agreement signed on September 9, 2021, authorized JUB Engineers, Inc., to perform a detailed design, bidding support, and construction phase services.

Supplemental Agreement No. 1 provides additional time to complete the detailed design, bidding support, and construction phase services described in the original Scope of Services. Supplemental Agreement No. 1 also provides an expanded Scope that includes design and construction services for connecting backup power to the WWTP's Administration Building.

## Alternatives

None recommended.

## Fiscal Impact

Water/ Sewer Fund	Original Professional Services Agreement:	\$159,500
	Supplemental Agreement No. 1:	\$ 9,900
	Management Reserve:	\$ 15,500
	Total:	\$184,900

Through	Jeremy Lustig Nov 22, 11:29:13 GMT-0800 2022
Dept Head Approval	Cary Roe Nov 22, 13:01:51 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 10:53:07 GMT-0800 2022

Attachments: Agreement

Recording Required?

**SUPPLEMENTAL AGREEMENT #1  
Between Owner and Consultant**

**P-2113, WASTE WATER TREATMENT PLANT (WWTP)  
NON-POTABLE WATER SYSTEM PROJECT**

THIS SUPPLEMENTAL AGREEMENT, entered into this 6<sup>th</sup> day of December, 2022 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and JUB Engineers, Inc, 3611 S. Zintel Way, Kennewick, WA 99337 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the Waste Water Treatment Plant (WWTP) Non-Potable Water System Project, said agreement being dated September 9, 2021; and

WHEREAS, the owner desires to have the Consultant perform additional time necessary to continue the work described in Exhibit A, SCOPE OF SERVICES of the original Agreement; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Exhibit A1, SCOPE OF SERVICES

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 3, TIME FOR BEGINNING AND COMPLETION, second sentence, revised to read:

CONSULTANT agrees to use best efforts to complete all work described in Exhibit A of the original Agreement and Exhibit A1 under this Supplemental Agreement #1 by **December 31<sup>st</sup>, 2023**.

Section 4, PAYMENT, first paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **Time & Materials with a total amount not to exceed \$169,400** by the OWNER to complete design and construction support services described in Exhibit A of the original Agreement (\$159,500) and Exhibit A1 of Supplemental Agreement No. 1 (\$9,900), attached.

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

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

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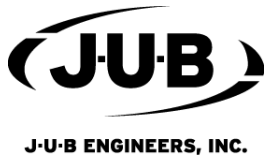
Marie Mosley, City Manager

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Alex Fazzari, P.E., Area Manager

**EXHIBIT A1**  
**Detailed Scope of Work**





J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Kennewick
Project Name: WWTP Non-Potable Water System
J-U-B Project Number: 30-21-042

1. Amendments. The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B’s existing Agreement for Professional Services for this Project, dated 9/9/2021. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

J-U-B will provide design and construction services for connecting backup power to the Administration Building per the attached Connetix Scope of Work.

2. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B’s standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

- Increase total contract by \$9,900 (from \$159,500 to \$169,400).
Increase Task 003 fee by \$8,250 (from \$97,300 to \$105,550).
Increase Task 005 fee by \$1,650 (from \$23,100 to \$24,750).

3. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

No change.

Dated this 3rd day of November 2022,

CLIENT

J-U-B ENGINEERS, Inc.

By:
Project Representative or Authorized Signatory for CLIENT

By:
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Alex Fazzari, P.E. - Area Manager
Print or Type Name and Title



## ELECTRICAL ENGINEERING SERVICES SCOPE AND FEE PROPOSAL

November 2, 2022

To: Ben Haws  
JUB

From: David Bowman

Re: City of Kennewick WWTP Non-Pot Water System  
JUB 30-21-042

Thank you for the opportunity to propose Additional Electrical Engineering services for the City of Kennewick WWTP Non-Pot Water System project. This proposal is based upon the emails, phone calls and meetings we have had discussing this additional work.

### **Overview**

The City desires to add backup (standby) power to the Administration Building.

### **Proposed Design Work**

- Research and verify that the existing standby power system has capacity for adding the Admin Building loads.
- Design electrical distribution to add a transfer switch and transformer to provide standby power to Panel O and Panel L at the Admin Building.
- Include the above design in the bid documents for the WWTP Non-potable Water project.
  - Coordination with JUB, and JUB's other subconsultants, for electrical design.
  - Provide technical specifications for the electrical design in MS Word format to match JUB page layout.
  - Prepare Electrical Drawings in AutoCAD 2010 format with JUB titleblocks. JUB will supply background drawings and titleblock in AutoCAD format. Bid drawings will be supplied in PDF format. All sheets will be combined into a single PDF file, full size to match the Civil drawings.
  - Provide an opinion of probable electrical construction cost.

### **Proposed Construction Administration Work**

- Review of shop drawings and submittals for electrical equipment (transfer switch and transformer).
- Preparation of 1 change order (if required) to address electrical items.
- One additional site visit to observe electrical construction for compliance with the specifications.

- Answer Contractor RFIs (up to total of 2) related to this portion of the electrical design and prepare Change Proposal Requests (limited to 1) as may be needed during construction.
- A final site visit and preparation of an electrical punchlist after substantial completion.
- Prepare electrical record drawings using updated backgrounds from JUB, the Contractor's marked record drawings, and information from our site visits.

**Exclusions**

- Services in addition to those explicitly included above are excluded.

**Fees**\*

Connetix Engineering, Inc. proposes to complete the work described above for the following fees:

Electrical Design:	\$7,500
Construction Administration:	\$1,500
<b>Total:</b>	<b>\$9,000</b>

If you have any questions, please contact our office.

**\*PLEASE NOTE THAT PROPOSED PRICING FOR FEES IS ONLY VALID FOR 120 DAYS FROM THE DATE OF THE PROPOSAL. BEYOND 120 DAYS CONNETIX RESERVES THE RIGHT TO MODIFY THE PROPOSED FEES OR TO CANCEL THE PROPOSAL IN ITS ENTIRETY.**

CC: Job File / Chron File

<b>Council Agenda Coversheet</b>  	Agenda Item Number	4.m.	Council Date	12/06/2022	Consent Agenda	<input checked="" type="checkbox"/>
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	<input type="checkbox"/>
	Subject	Systemic Safety Street Lighting Improvements			Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>
	Project #	P2214	Permit #		Quasi-Judicial	<input type="checkbox"/>
	Department	Public Works				

**Recommendation**

That City Council authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for the Systemic Safety Street Lighting Improvements Project.

**Motion for Consideration**

I move to authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State DOT for the Systemic Safety Street Lighting Improvements Project.

**Summary**

Staff was successful in acquiring funding through the Highway Safety Improvement Program (HSIP). HSIP is a Federal program that allows states, and the local governments within them, to target safety funds to their most critical safety needs. The goal of the HSIP is to reduce fatal and serious injury crashes, following Washington State's Strategic Highway Safety Plan (Target Zero) and each agency's local road safety plan. This project, which was identified in the City's safety plan, will upgrade all inductive sodium luminaires with LED luminaires on the City's major arterials (see attached Map).


Total project cost is estimated at \$363,000. The attached agreement is only for the Design Phase, which is estimated at \$20,000 and will be performed by in-house staff. A Local Agency Agreement with the Washington State Department of Transportation and the Project Prospectus are required to be executed in order to obligate Federal dollars for this project.

**Alternatives**

None.

**Fiscal Impact**

This project is 100% funded through the HSIP. There will be no fiscal impact to the City.

Through	John Cowling Nov 30, 06:43:33 GMT-0800 2022	Attachments:   <input type="checkbox"/> Recording Required?
Dept Head Approval	Cary Roe Nov 30, 15:11:19 GMT-0800 2022	
City Mgr Approval	Marie Mosley Dec 02, 10:57:36 GMT-0800 2022	

Agency City of Kennewick

Address P.O. BOX 6108  
Kennewick, WA 99336-0108

<p><b>CFDA No. 20.205 - Highway Planning and Construction</b> (Catalog of Federal Domestic Assistance)</p> <p><b>Project No. HSIP</b></p> <p><b>Agreement No.</b></p> <p style="text-align: center;">For WSDOT Use Only</p>
---

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name Systemic Safety Street Lighting Improvements

Length Various (City-Wide)

Termini Various

**Description of Work**

Upgrade existing inductive sodium luminaires with LED luminaires on Major Arterials.

Project Agreement End Date 12/31/2026

<p>Claiming Indirect Cost Rate</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency	19,500.00		19,500.00
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State Services	500.00		500.00
e. Total PE Cost Estimate (a+b+c+d)	20,000.00	0.00	20,000.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State Services			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	20,000.00	0.00	20,000.00

**Agency Official**

By  
Title Bill McKay, Mayor  
Agency Date

**Washington State Department of Transportation**

By  
Director, Local Programs  
Date Executed

## Construction Method of Financing (Check Method Selected)

### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of  
\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

### Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on \_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_.

## Provisions

### I. Scope of Work

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

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

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

### II. Delegation of Authority

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

### III. Project Administration

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

### IV. Availability of Records

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

### V. Compliance with Provisions

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

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

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

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

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

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

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

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

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

### **1. Project Construction Costs**

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

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

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

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

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

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

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

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

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

#### **IX. Payment of Billing**

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

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

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

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

#### **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

#### **XII. Nondiscrimination Provision**

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

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

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

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

The Agency also agrees:

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

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

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



(c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

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

### **XIV. Termination for Public Convenience**

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

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

### **XV. Venue for Claims and/or Causes of Action**

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

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

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**

## Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
  - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus  
*Example:* (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”
  - b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.  
*Example:* “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”
  - c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).  
  
For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.  
  
For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
  - d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
  - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.
4. **Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)**
  - a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).  
  
\*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.
    - **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
    - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
    - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
    - **Line e** – Total of lines a + b + c + d.
  - b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.  
  
\*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.
    - **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
    - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
    - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
    - **Line j** – Total of lines f + g + h + i.
  - c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).  
  
\*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

**d. Total Project Cost Estimate**

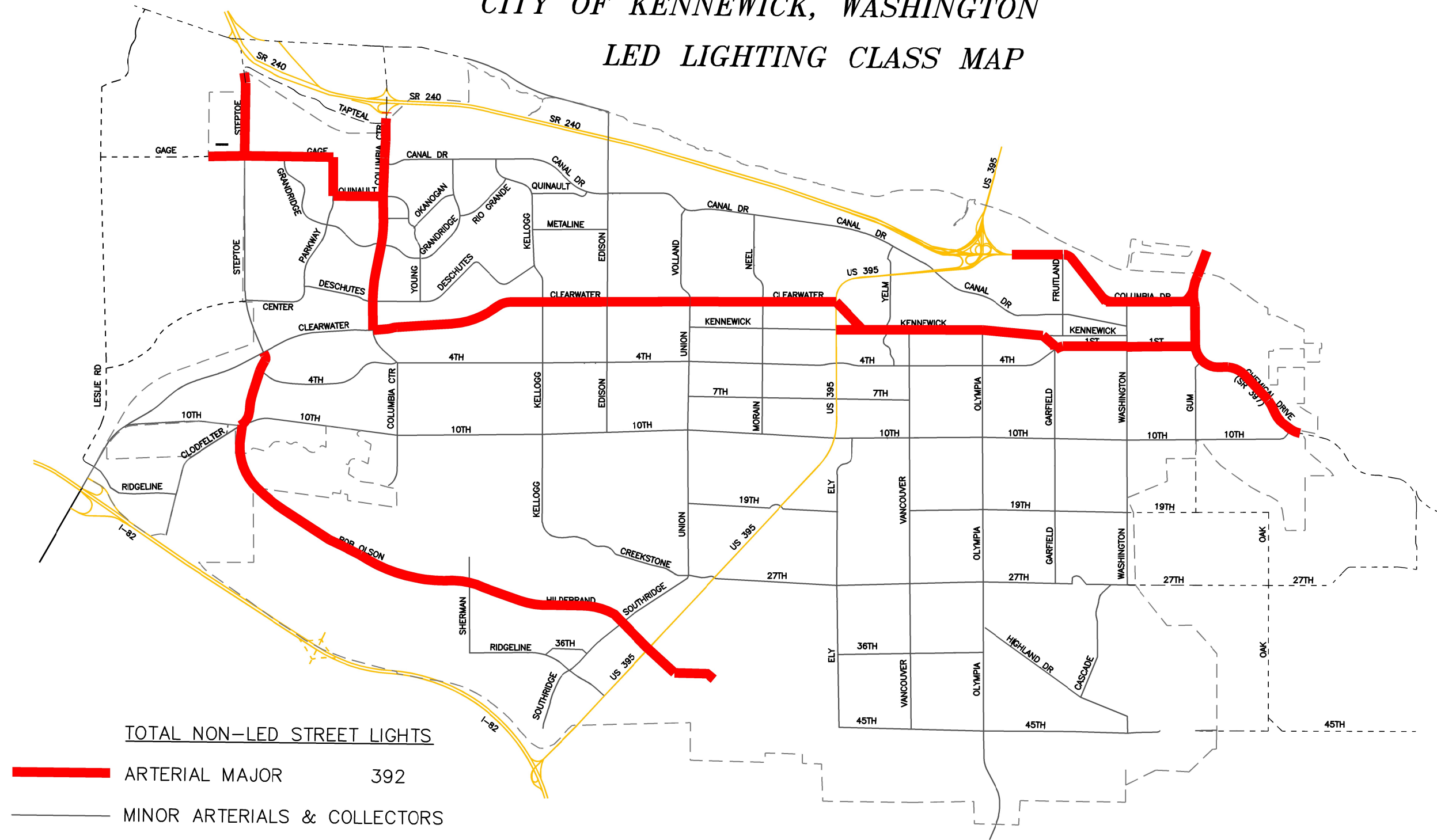
- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

\*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

- Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
- Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
  - Method “A”** is used when the state administers the contract for the agency.
  - Method “B”** is also used when the state administers the contract for the agency.
  - Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
- Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
- Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.

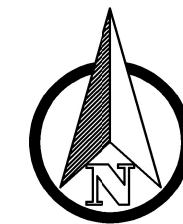
# CITY OF KENNEWICK, WASHINGTON

## LED LIGHTING CLASS MAP



**NOTE:**

ALL CURRENT NON-LED STREET LUMINAIRES LOCATED ON THE MAJOR ARTERIALS (RED) WILL BE REMOVED AND REPLACED WITH LED LUMINAIRES.



**KENNEWICK**  
WASHINGTON  
Street Light LED  
Replacement Map

DATE	11/17/22
DWN	RMM
DES	CHK
SHEET	1 OF 1
DWG. NO.	



**Local Agency Federal Aid  
Project Prospectus**

Prefix	Route	( )	Date	12/6/22
Federal Aid Project Number	HSIP		DUNS Number	040187544
Local Agency Project Number	P-2214	( WSDOT Use Only )	Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Systemic Safety Street Lighting Improvements	Start Latitude N varies End Latitude N varies	Start Longitude W varies End Longitude W varies			
Project Termini From-To Various (City-wide) Various (City-wide)	Nearest City Name Kennewick	Project Zip Code (+4) 99336-0108			
Begin Mile Post	End Mile Post	Length of Project (City-wide)	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8	Congressional District(s) 4	Urban Area Number 4		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$20,000		\$20,000	January	2023
R/W					
Const.	\$343,000		\$343,000	April	2023
<b>Total</b>	<b>\$363,000</b>		<b>\$363,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width Varies	Number of Lanes Varies
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City-wide street light illumination using inductive sodium luminaires on Major Arterials.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Replace existing inductive sodium luminaires with LED luminaires on Major Arterials.

Local Agency Contact Person Ryan McClure	Title Engineering Technician III	Phone (509)-585-4290	
Mailing Address P.O. Box 6108	City Kennewick	State WA	Zip Code 99336-0108
Project Prospectus	By _____ Approving Authority		
	Title Cary M. Roe, PE, Public Works Director	Date	

Agency City of Kennewick	Project Title Systemic Safety Street Lighting Improver	Date 11/29/22
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<b>Type of Proposed Work</b>		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge	varies	varies

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

<b>Performance of Work</b>		
Preliminary Engineering Will Be Performed By City of Kennewick	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

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

Environmental Considerations None
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Agency City of Kennewick	Project Title Systemic Safety Street Lighting Improvemer	Date 11/29/22
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**Right of Way**

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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<p><b>Utilities</b></p> <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<p><b>Railroad</b></p> <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

None.

FAA Involvement

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

Remarks

None.

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

Agency Mayor Bill McKay, City of Kennewick

Date

By \_\_\_\_\_  
Mayor/Chairperson

# Council Agenda Coversheet



Agenda Item Number	4.n.	Council Date	12/06/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	PSA with Benton County 7400 W Quinault		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Attorney		

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

### Recommendation

Authorize the Mayor to sign the Purchase and Sale Agreement for the sale of the old Fire Station #3 property located at 7400 West Quinault to Benton County.

### Motion for Consideration

I move to authorize the Mayor to sign the Purchase and Sale Agreement for the sale of City property located at 7400 West Quinault to Benton County.

### Summary

The attached Purchase and Sale Agreement with Benton County is for the sale of the old Fire Station #3 property located at 7400 West Quinault adjacent to the Benton County Justice Center campus. As council may recall, the Kennewick Fire Department vacated this property and moved into the new Fire Station #3 property in 2021. Council has since approved a resolution to surplus this property and authorized staff to negotiate its sale. Per direction from council, City Manager Mosley has been in discussions with Benton County regarding the sale of the property as a part of a long-term collaborative effort between the entities for the benefit of the community. Benton County has committed to: (1) investing up to \$15 million dollars to rehabilitate and expand the County Fairgrounds; (2) seeking funding and building the Adair Road Extension for Industrial Development in the City's UGA/newly annexed area south of I-82; and (3) approving future Port of Kennewick – City economic development projects in Vista Field. In consideration of these commitments by Benton County, staff is proposing assessed value as the basis for the sales price of \$1,129,330.00. Benton County will be taking the property subject to an existing cell tower lease with AT&T Wireless Services of Washington and will be responsible for the costs to demolish the existing structures to prepare the property for their future development plans.

### Alternatives

None

### Fiscal Impact

Receipt of sale proceeds of \$1,129,330.00 at closing.

Through	Kristi Johnson Nov 29, 16:07:48 GMT-0800 2022
Dept Head Approval	Lisa Beaton Nov 29, 16:15:10 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:03:12 GMT-0800 2022

Attachments: Agreement

Recording Required?



## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022, between the CITY OF KENNEWICK, a municipal corporation (hereinafter "Seller" or "City") and BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "Purchaser") for establishing the terms and conditions for the sale of real property (hereinafter "Property").

### RECITALS

WHEREAS, Seller is the owner of real property located in Benton County, Washington, which real property is described more particularly below; and

WHEREAS, Seller wishes to sell such real property and Purchaser wishes to purchase such property under certain terms and conditions as set forth below.

### AGREEMENT

The parties covenant and agree as follows:

1. Purchase and Sale. Subject to the terms of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase:
  - (a) That certain parcel of real property commonly known as the Fire Station 3 property located at 7400 West Quinault Avenue, Kennewick, Washington, which is legally described as follows:

Parcel # 1-3299-200-0001-001.

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING EASTERLY OF NORTH BELFAIR STREET RIGHT OF WAY AND ALSO LYING EASTERLY AND NORTHEASTERLY OF WEST QUINAULT AVENUE RIGHT OF WAY AND ALSO LYING SOUTHWESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32;  
THENCE SOUTH 00°31'00" WEST ALONG THE WEST LINE THEREOF 792.40 FEET;  
THENCE SOUTH 89°10'00" EAST 660.00 FEET;  
THENCE SOUTH 00°31'00" WEST 338.76 FEET;  
THENCE SOUTH 44°48'56" EAST 68.18 FEET TO THE EASTERLY RIGHT OF WAY OF NORTH BELFAIR STREET RIGHT OF WAY AND THE BEGINNING OF SAID LINE;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 44°48'56" EAST  
484.13 FEET;  
THENCE SOUTH 45°11'04" WEST 400.00 FEET TO THE EASTERLY  
RIGHT OF WAY LINE OF SAID WEST QUINAULT AVENUE AND THE  
TERMINUS OF SAID LINE.

Containing: 3.0 acres (130680.00 square feet) more or less, a structure and to the extent  
there is any remaining personal property, all personal property within the structure.

The above is hereinafter referenced as the "Property".

2. Purchase Price/Financing. The purchase price for the Property is One Million one hundred twenty nine thousand three hundred and thirty dollars (\$1,129,330.00). At closing as described in section 11 below, the purchase price is payable in cash by Purchaser to the escrow agent, subject to such adjustments and prorations as set forth in this Agreement.
3. Payment of Deposit. Within ten (10) business days following the last party's execution of this Agreement and delivery of a fully executed original thereof to the other party, Purchaser will deposit with the escrow agent set forth below, Five Thousand and 00/100ths Dollars (\$5,000.00), which shall constitute a deposit and be held in an interest bearing trust account. This deposit ("Deposit") shall be applied to the purchase price.
  - (a) Purchaser agrees that the Deposit/earnest money shall be paid to Seller if the Purchaser does not terminate this Agreement in accordance with its terms, and the Purchaser fails to subsequently close the sale.
  - (b) If Purchaser appropriately terminates this Agreement under the terms hereof, the Deposit/earnest money shall be returned to Purchaser.
4. Escrow and Escrow Agent. Seller and Purchaser hereby agree that the following title insurance company will act as the Escrow Agent:

Chicago Title Insurance Company  
8102 W. Grandridge Blvd., Suite B  
Kennewick, WA 99336  
(509) 735-1575
5. Inspection Period:
  - (a) Between the effective date of this Agreement and closing, or the earlier termination of this Agreement, Purchaser and its authorized agents, contractors, and consultants, shall have the right to go upon the Property at reasonable times for the purpose of inspecting each and every part thereof to determine its present condition and, at Purchaser's sole cost and expense, to prepare such reports, tests, and studies as Purchaser deems appropriate, including, but not limited to, surveys, soil tests, engineering studies and environmental tests. Before conducting any

invasive or intrusive testing such as borings or test holes, Purchaser shall give Seller at least forty-eight (48) hours prior written notice, and shall coordinate the date and time of such testing to enable Seller's representatives and/or consultants to be present to take duplicate samples and record the methods used by the Purchaser's consultants. The Purchaser's inspection period shall not exceed 90 (ninety) days from the effective date of the Agreement unless otherwise agreed to by both parties in writing.

- (b) Purchaser agrees to repair any damage to the Property resulting from any activities of Purchaser or its agents or consultants on the Property before closing. Purchaser agrees to defend, indemnify and hold the Seller harmless from any and all damages, expenses, claims, or liabilities (including, but not limited to, attorney's fees and costs) arising out of any activities of Purchaser or its agents or consultants on or about the Property before closing, except to the extent that the same results from the Seller's negligence. Purchaser shall not be liable for any inspection claim resulting from Purchaser's discovery of any pre-existing condition (including, but not limited to, the existence of any hazardous materials) in, on, under or about the Property or any exacerbation of a pre-existing condition in, on, under or about the Property, except to the extent that the exacerbation results from the negligent act or omission of Purchaser or its agents or consultants.

- 6. Title. Title shall be acceptable to Purchaser following a review of the Preliminary Commitment as contemplated at paragraph 7 below. All title insurance charges for the policy referenced in paragraph 7 below in the amount of the purchase price shall be paid by Seller, except for the cost of any special endorsements requested by Purchaser and cancellation fees shall be paid by Purchaser.
- 7. Preliminary Commitment. Within thirty (30) days from the last party's execution of this Agreement, Seller shall furnish Purchaser with a preliminary report/commitment from Chicago Title for a Standard form Buyer's policy of title insurance with respect to the Real Property, together with a copy of each document forming the basis for each exception referenced therein. Purchaser shall have the right to object to any exception to title set forth in the preliminary report within thirty (30) days of its receipt from Seller of said preliminary report/commitment. Purchaser shall advise Seller of any title objections after its receipt of the report/commitment or its receipt of any supplemental information thereto reflecting the Escrow Agent's receipt and review of the survey necessary to remove all survey exceptions or conditions in the title commitment. If within fifteen (15) days after its notice to Seller, Purchaser has not received evidence satisfactory to it that such unsatisfactory items can and will be removed at or prior to closing at Seller's sole cost and expense, then Purchaser may elect to (a) terminate this Agreement and receive a full refund of the deposit, (b) waive such defects, or (c) continue this Agreement in effect pending their removal. Removal of unsatisfactory items or their waiver shall be a condition of closing. If Purchaser does not make an election within thirty (30) days of its notice to Seller, Purchaser shall be deemed to have waived the defects. Purchaser's right to terminate this Agreement because of title objections is exercisable in Purchaser's sole discretion.

8. Due Diligence; Inspection Period.

- (a) Within thirty (30) days following the last party's execution of this Agreement, Seller shall provide Purchaser with the title commitment described in paragraph 7 above, together with all relevant documents relating to the Property, including, but not limited to, copies of all easement, parking, service, maintenance or management agreements with respect to all or portions of the Property; and all existing surveys, soil studies, engineering studies, environmental studies and other reports and studies relating to the Property or its use or development in the possession of Seller.
- (b) Purchaser shall have 90 days from the date the last party executes this Agreement (the "Inspection Period") within which to conduct an examination of the Property, including examinations of title, lease reviews, engineering tests, soils tests, water percolation tests, ground water tests, environmental examinations, market studies, appraisals, and any other tests or inspections which Purchaser shall have deemed necessary or desirable for the purpose of determining whether the Property is suitable for uses permitted under applicable zoning laws ("Due Diligence Materials"). Purchaser's decision regarding suitability may be made in Purchaser's sole discretion. On or before the expiration of the Inspection Period, the Purchaser shall notify Seller in writing, with a copy to Escrow Agent, whether Purchaser intends to purchase the Property or terminate this Agreement. If Purchaser elects to purchase the Property, then the Inspection Period shall terminate and Purchaser's obligation to purchase and Seller's obligation to sell the Property shall remain, subject to the other terms and conditions of this Agreement. If Purchaser elects not to purchase the Property, then this Agreement shall be void and of no further force and effect, and the deposit shall be returned to Purchaser. In the event Purchaser fails to notify Seller in writing of its election to purchase the Property or terminate this Agreement prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have elected to terminate this Agreement.

9. Pro-rations. Real Property taxes, if any, and any applicable annual assessments shall be prorated as of closing. All expenses, fees and sums owing or incurred for the Property for periods prior to closing shall be paid by Seller, when and as due.

10. Possession. Purchaser shall be entitled to sole possession of the Property at closing.

11. Closing. Unless Purchaser has elected to terminate the Agreement as set forth herein, the sale shall be closed in escrow with the Escrow Agent within thirty (30) days following Purchaser's removal of contingencies and notice to the Seller of its intent to purchase the property in accordance with section 8(b) above.

- (a) At closing, Seller will deposit in escrow a duly executed statutory warranty deed conveying the Property to Purchaser free and clear of all defects and encumbrances and subject only to those exceptions that Purchaser approves; a

FIRPTA affidavit; a settlement statement prepared by Escrow Agent and signed by Seller; a duly executed real estate excise tax affidavit; a certificate reaffirming as of the closing date that all of Sellers representations and warranties under this Agreement are true and correct; such other agreements, if any, as may be necessary to resolve problems related to any contingencies; keys to the Property; and all other documents and monies required of it to close this transaction in accordance with the terms hereof. All such documents shall be in form satisfactory to Purchaser's counsel.

- (b) At closing, Purchaser will deposit in escrow the purchase price and any other monies required of it to close the transaction in accordance with the terms hereof; a duly executed and completed real estate excise tax affidavit; any additional documents as may be reasonably required by Escrow Agent to consummate the closing, including a signed settlement statement.
12. Closing Costs. Seller shall pay excise, transfer, sales and other taxes incurred in connection with the sale, the title insurance premium for the standard form Buyers policy of title insurance, and one-half of the escrow fees. Purchaser shall pay the inspection fee, recording fees on the deed, and one-half the escrow fee (excluding cancellation charges). Purchaser will pay the fees of experts retained by it. Each party shall bear its own attorneys' fees, except as otherwise expressly provided herein.
13. Counterparts. This Agreement may be signed in counterparts which, taken together, shall constitute the complete Agreement.
14. Actions During Term. During the term hereof, Seller shall not enter into any new lease or other agreement affecting the Property or its operation, or modify, extend or otherwise change the terms of any lease or other agreement affecting the Property or its operation or otherwise permit any change in the status of title to the Property without Purchaser's prior written consent.
15. Seller's Warranties; Indemnity. Seller makes the following representations and warranties, which shall be deemed remade as of the closing date:
- (a) The Seller represents that the Property totals approximately  $\pm$  130680.00 square feet. The Property is not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinance, regulation, order, permit, rule or law, including, without limitation, any building, private restriction, zoning or environmental restriction.
- (b) Other than the long term cell tower lease with AT&T Wireless Services of Washington, LLC dated August 28, 1996, and amended June 17, 2003, there are no unrecorded leases affecting the Property or other obligations in connection with the Property, which will be binding upon Purchaser after closing other than liability for the payment of real estate taxes and utility charges.

- (c) There are no claims, actions, suits or governmental investigations or proceedings existing or, to the best of Seller's knowledge, threatened against or involving Seller or the Property (including, without limitation, any condemnation or eminent domain proceeding or matter related to the formation of or assessment by a local improvement district) and Seller has received no written notice thereof.
- (d) All such representations and warranties shall be reaffirmed by Seller as true and correct as of the Closing Date.
- (e) Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, including execution and delivery of the statutory warranty deed, have been duly authorized by all necessary corporate action on the part of Seller and no other or further corporate act or proceeding on the part of Seller is necessary to authorize execution and delivery of this Agreement or the consummation of the transactions hereunder. The party signing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement and any and all documents necessary to consummate the transactions contemplated herein, including executing and delivery of the deed at closing.
- (f) To the best of Seller's knowledge, all Due Diligence Materials delivered to Purchaser pursuant to this Agreement are complete and accurate copies.
- (g) Prior to closing, Seller shall use commercially reasonable efforts to keep the exterior of the buildings on the Property in their existing conditions as of the execution date.

If, prior to closing, Seller becomes aware of any fact or circumstance which would change a representation or warranty, then Seller will immediately give notice of such changed fact or circumstance to Purchaser, but such notice shall not relieve the Seller of its obligations hereunder.

- 16. Costs and Expenses. Except as otherwise expressly provided herein, each party hereto will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.
- 17. Notices. All notices provided for herein may be delivered in person, sent by commercial overnight courier, regular mail or mailed by U.S. registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time-to-time direct:

Seller: City of Kennewick  
P.O. Box 6108  
Kennewick, WA 99336  
Attn: Marie Mosley, City Manager

Purchaser: Benton County  
7122 W. Okanogan Pl., Bldg. E  
Kennewick, WA 99336  
Attn: Jerrod MacPherson, County Administrator

18. Miscellaneous.

- (a) Further Documentation. Each of the parties agree to execute, acknowledge, and deliver upon request by the other party any document which the requesting party reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof, so long as such imposes no different or greater burden upon such party than is otherwise imposed hereunder.
- (b) Headings. The headings in this Agreement are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- (c) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., Pacific Time.
- (d) Time of Essence. Time is of the essence of this Agreement.
- (e) Gender. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- (f) Unenforceability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
- (g) Amendment, Modifications. This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

19. Attorneys' Fees. If any lawsuit or arbitration arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to receive from the losing party, the substantially prevailing party's costs and expenses, including reasonable attorneys' fees incurred in connection therewith, in preparation therefore and on appeal therefrom, which amounts shall be included in any judgment entered therein.
  
20. Waiver. A party may, at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by such party. No waiver shall reduce the rights and remedies of such party by reason of any breach of any other party. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
  
21. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
  
22. Facsimile Signatures. Each party: (a) has agreed to permit the use, from time-to-time and where appropriate, of telecopied signatures in order to expedite the transaction contemplated by this Agreement, (b) intends to be bound by its respective telecopied signature, (c) is aware that the other will rely on the telecopied signature, and (d) acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on the fact that a signature was sent by telecopy.
  
23. REMEDIES. IF PURCHASER FAILS, AFTER THE REMOVAL OF ITS CONTINGENCIES, AND WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES AND THE SOLE AND EXCLUSIVE REMEDY TO SELLER FOR SUCH FAILURE. IN THE EVENT OF SELLER'S DEFAULT, PURCHASER MAY PURSUE ANY REMEDY AVAILABLE AT LAW OR IN EQUITY, INCLUDING SPECIFIC PERFORMANCE.

\_\_\_\_\_  
 Seller's Initials \_\_\_\_\_

\_\_\_\_\_  
 Purchaser's Initials \_\_\_\_\_

24. HAZARDOUS MATERIALS. Seller represents and warrants that it has no actual knowledge of the release or presence of any "hazardous material" as defined herein on, in from on onto the Property. "Hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials and wastes listed in the US Department of Transportation Hazardous Materials Table (§ CFR section 172) or by the US Environmental Protection Agency as hazardous substances or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any "environmental laws". "Environmental laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment. Seller also represents and warrants



that to the best of Seller's actual knowledge, no tanks used for the storage of Hazardous Materials above or below ground are present or were at any time present on our about the Property.

- 25. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements among the parties in connection with the subject matter hereof except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates noted below.

**PURCHASER**

BENTON COUNTY

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Shon Small, Chair of Board of Commissioners

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual who executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.



# Council Agenda Coversheet



Agenda Item Number	5.a.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	Biennial Budget Adjustment		
Ordinance/Reso #	5998	Contract #	
Project #		Permit #	
Department	Finance		

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

### Recommendation

Staff recommends Council adopt Ordinance 5998.

### Motion for Consideration

I move to adopt Ordinance 5998.

### Summary

The budget adjustment ordinance provides the opportunity to formally appropriate items previously approved by Council and to bring matters of special interest to Council's attention. This is the final adjustment to the City's 2021/2022 biennial budget. Significant items included in the adjustment are as follows:

- To appropriate revised projections for major tax and other revenue sources for the biennium.
- To appropriate for a new Human Resources Generalist and BIPIN Implementation Administrator positions added in 2022.
- To appropriate for a new salt storage shed located in West Kennewick.
- To appropriate STP grant award for the construction phase of Quinault/Columbia Center Blvd. intersection improvements.
- To appropriate TIB grant award for the construction phase of Deschutes/Columbia Center Blvd. intersection improvements.
- To appropriate for the final bid award for the Fire Station No. 1 project and final results of the 2022 GO Bond issue to finance the project.
- To appropriate for the construction of the Lawrence Scott Park Pickleball Complex project and reallocate the related ARPA funds directly to the fund responsible for construction of the project.
- To appropriate for revised revenue and expense projections for the Toyota Center & Arena for the biennium.
- To appropriate additional ARPA funds for the planned replacement of the Police fleet due to escalating replacement costs.
- To appropriate for the unplanned replacement of of a boom truck and two patrol vehicles due to vehicular accidents.

### Alternatives

None recommended.

### Fiscal Impact

Total increase in appropriations \$13,792,832, which represents an increase of 3.3% to the 2021/2022 adjusted budget. Of this overall increase, \$6,192,000 represents projected increases to major tax sources, \$3,605,300 is funded through new state or federal grants or other third party reimbursements and \$1,715,500 is funded with additional proceeds from the 2022 GO bond issue.

Through	
Dept Head Approval	Dan Legard Nov 30, 08:30:32 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:11:04 GMT-0800 2022

Attachments:

Ordinance
PowerPoint
Budget Summary 21-22
Budget Detail

Recording Required?

CITY OF KENNEWICK  
ORDINANCE NO. 5998

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2021/2022  
BIENNIAL BUDGET

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

**Section 1.** That certain expenditures as set out below must be made during 2022 that were not foreseeable at the time of preparing the 2021/2022 biennial budget and it is necessary to make appropriations as set forth below and to adjust certain fund income not forecast for 2021/2022, and to make expenditures and changes as designated below, and the following funds shall be changed as follows:

General Fund	\$2,209,685
Street Fund	722,000
Urban Arterial Street Fund	2,060,000
Capital Improvement Fund	4,972,784
Coliseum Fund	800,000
Columbia Park Golf Course Fund	115,000
Equipment Rental Fund	755,800
Central Stores Fund	82,000
Risk Management Fund	1,152,000
Arterial Street Fund	65,000
Community Development Fund	129,063
Public Safety Fund	275,000
Cash Reserve Fund	62,500
Lodging Tax Fund	462,000
Criminal Justice Sales Tax Fund	1,015,000
CSLFRF Fund	<u>(1,085,000)</u>
Total Increase in Appropriations	<u>\$13,792,832</u>

**Section 2.** That the increases and/or decreases in appropriations and anticipated revenues in the above funds, for said uses and purposes and proper City officials be, and hereby are, authorized and directed to issue warrants or transfer of said funds in accordance with this ordinance.

**Section 3.** This ordinance shall be in full force and effect five days from and after its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December, 2022.

Attest:

\_\_\_\_\_  
W.D. MCKAY, Mayor

ORDINANCE NO. 5998 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7<sup>th</sup> day of December, 2022.

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

Approved as to Form:

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

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_



# Fall 2022 Budget Adjustment

Kennewick City Council Meeting

December 6, 2022

# Significant Budget Adjustments

- To appropriate for revised projections for major tax and other revenue sources
- To appropriate for new Human Resources Generalist and BIPIN Implementation Administrator positions added in 2022
- To appropriate for a new salt storage shed located in west Kennewick
- To appropriate for the final bid award amounts for the Lawrence Scott Pickleball Courts project and HVAC projects at the Union Library and Police Station
- To appropriate for the final bid award amount for the Fire Station #1 project and final results of the City's 2022 bond issue to finance the project
- To appropriate for grant awards for the construction phase of the Quinault/CCB and Deschutes/CCB intersection improvement projects
- To appropriate for revised revenue and expense projections for the Toyota Center & Arena for the biennium
- To appropriate for inflationary increases in the cost of the Police Patrol fleet replacement utilizing American Rescue Plan Act (ARPA) funding
- To appropriate for the replacement of a boom truck and two patrol vehicles funded through third-party insurance

# Fall 2022 Budget Adjustment (Thousands)

Fund Type	2021/2022 Adjusted Budget	Fall 2022 Budget Adjustment	2021/2022 Adjusted Budget
General & Street	\$ 120,116	\$ 2,932	\$ 123,048
Special Revenue Funds	38,619	923	39,542
Debt Service Funds	8,660	-	8,660
Capital Funds	70,355	7,033	77,388
Proprietary Funds	176,902	2,905	179,807
Trust Funds	6,955	-	6,955
Totals:	\$ 421,607	\$ 13,793	\$ 435,400

*(3.3% Incr.)*



Questions?

**CITY OF KENNEWICK**  
**Budget Adjustment Ordinance No. 5998**

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>GENERAL FUND REVENUES</b>					
001000 311101	Real and Personal Property Tax	\$ 26,447,354	\$ (990,000)	\$ 25,457,354	Realign revenues for Street operating fund.
001000 313101	Local Retail Sales and Use Tax	22,416,000	1,830,000	24,246,000	Revised revenue estimates for the biennium.
001000 313701	Local Sales Tax - Crim Justice	3,725,000	795,000	4,520,000	" " " "
001070 331005	JAG Grant	16,047	67,371	83,418	Grant award for safety services equipment.
001070 334026	WATPA Grant	-	132,789	132,789	Grant award for Flock Safety Camera System.
001060 337003	Historic Preservation Grant	-	12,900	12,900	Grant award for historic homes survey.
001070 342112	Background Check Services	-	15,000	15,000	Increased background check services.
001080 342201	Fire Protection Services	-	49,125	49,125	Fire IMT reimbursement revenue.
001080 367001	Donations - Fire Department	-	5,500	5,500	Donation received for fire prevention supplies.
001070 369900	Miscellaneous Revenue	-	17,000	17,000	Sale proceeds from surplus tasers.
001000 397035	Transfer fm Public Safety	4,514,542	275,000	4,789,542	Adjust transfer to match revenue adjustments.
	Net Increase (Decrease) in Revenues		<u>\$ 2,209,685</u>		

**GENERAL FUND EXPENDITURES**

**CITY ATTORNEY**

*Legal Services*

A1515300 531008	Reproduction/Copier Charges	\$ 23,840	\$ (3,000)	\$ 20,840	Realign copier charge budget with usage.
A1515300 549001	Dues & Subscriptions	4,050	8,600	12,650	Karpel Case Management subscription.
	Total City Attorney		5,600		

**FINANCE DEPARTMENT**

*Finance*

B1514230 531008	Reproduction/Copier Charges	7,850	9,000	16,850	Realign copier charge budget with usage.
<i>Human Resources</i>					
B2518100 511000	Salaries and Wages	637,862	44,100	681,962	HR Generalist position added effective June 1st.
B2518100 520001	Social Security (FICA)	44,968	575	45,543	" " " "
B2518100 520002	Industrial Insurance	1,800	190	1,990	" " " "
B2518100 520003	Retirement	70,606	4,585	75,191	" " " "
B2518100 520007	WA Family Leave	889	70	959	" " " "
B2518100 520011	Medical Insurance	126,209	15,505	141,714	" " " "
B2518100 520013	Life Insurance	1,942	175	2,117	" " " "
B2518100 520014	Dental Insurance	10,267	980	11,247	" " " "
B2518100 520015	Long Term Disability Insurance	2,287	175	2,462	" " " "
B2518100 520016	Vision Insurance	1,501	165	1,666	" " " "
B2518100 531047	Pre-employ Testing Materials	29,000	23,000	52,000	Additional pre-employment testing during the biennium.
B2518100 535001	Small Tools and Minor Equip	2,000	10,900	12,900	Small tools and office furniture for new position.

**CITY OF KENNEWICK**  
**Budget Adjustment Ordinance No. 5998**

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>FINANCE DEPARTMENT (Continued)</b>					
<i>Human Resources</i>					
B2518100 541008	Advertising Expense	37,000	25,000	62,000	Increased advertising for recruitment during the biennium.
B2518100 541104	Special Studies & Arbitration	8,000	55,000	63,000	Contracted labor negotiations for union contracts.
<i>Civil Service</i>					
B3518100 511000	Salaries and Wages	-	87,500	87,500	Increased costs for background investigations.
B3518100 520001	Social Security (FICA)	-	9,300	9,300	" " " "
B3518100 520002	Industrial Insurance	-	2,850	2,850	" " " "
B3518100 520007	WA Family Leave	-	190	190	" " " "
B3518100 541090	Physical/Psychological Exams	50,400	10,600	61,000	" " " "
<i>Customer Service</i>					
B4514230 542005	Postage Expense	120,000	14,000	134,000	Higher than anticipated postage exp for utility billing mailings.
B4514230 549042	Credit Card Fees	375,000	123,000	498,000	Higher than anticipated credit card fees for utility payments.
<i>Code Enforcement</i>					
B5524600 545003	Equipment Pool Charges	3,360	<u>5,000</u>	8,360	Realign fleet budget with usage.
Total Finance			441,860		
<b>FIRE DEPARTMENT</b>					
<i>Fire Administration</i>					
F1522100 531008	Reproduction/Copier Charges	5,280	3,000	8,280	Realign copier charge budget with usage.
<i>Fire Suppression</i>					
F1522200 512000	Overtime	204,250	64,000	268,250	Align OT budget with 21-22 operations.
F1522200 531064	Supplies - Hose & Appliance	13,924	66,890	80,814	Replacement of non-repairable hoses and nozzles.
F1522200 545003	Equipment Pool Charges	377,280	(500)	376,780	Realign fleet budget with usage.
<i>IMT Reimbursement</i>					
F1522240 512000	Overtime	155,300	46,446	201,746	IMT reimbursable expenses for 2022.
F1522240 520002	Industrial Insurance	8,800	(3,040)	5,760	" " " "
F1522240 520003	Retirement	9,400	1,601	11,001	" " " "
F1522240 520006	Medical Retirement Account	-	991	991	" " " "
F1522240 543002	Travel & Training Expense	-	3,127	3,127	" " " "
<i>Fire Prevention/Investigation</i>					
F1522300 535001	Small Tools and Minor Equip	5,990	5,500	11,490	Donation received for fire prevention supplies.
F1522300 545003	Equipment Pool Charges	19,920	(6,000)	13,920	Realign fleet budget with usage.
<i>Fire Training</i>					
F1522450 545003	Equipment Pool Charges	6,000	(1,600)	4,400	" " " "
<i>Fire Facilities</i>					
F1522500 531007	Purchases from Central Stores	210	<u>5,000</u>	5,210	Unanticipated increase in supply chain costs.
Total Fire			185,415		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>PARKS AND RECREATION DEPARTMENT</b>					
<i>Recreation Services</i>					
K1571210 545003	Equipment Pool Charges	6,720	(500)	6,220	Realign fleet budget with usage.
<i>General Parks Facilities</i>					
K2576810 531007	Purchases from Central Stores	87,770	5,000	92,770	Unanticipated increase in supply chain costs.
K2576810 531009	Irrigation Part-Central Stores	79,350	10,000	89,350	" " " "
K2576810 531012	Building Repair/Maint Supplies	91,239	43,843	135,082	Light pole and restroom door replacement at Civic Complex.
K2576810 531031	Irrigation Repair/Maint Supply	65,819	20,000	85,819	Unanticipated increase in supply chain costs.
K2576810 531046	Plumbing Repair/Maint Supplies	16,000	3,660	19,660	Replacement of drinking fountain due to vandalism.
K2576810 541005	Contractual/Consulting Svcs	151,775	3,000	154,775	Garbage service at the golf course restaurant.
K2576810 541043	Contractual - Septic Pumping	10,204	6,200	16,404	Portable toilets at Playground of Dreams during repairs.
K2576810 541052	Contractual Svcs-HVAC Mntnce	32,567	3,030	35,597	Stovetop hood ventilation update to code.
K2576810 541092	Professional Services	49,227	23,200	72,427	CP encampment clean-up expenses higher than anticipated.
K2576810 545003	Equipment Pool Charges	381,840	6,500	388,340	Realign fleet budget with usage.
Total Parks/Rec			123,933		
<b>POLICE DEPARTMENT</b>					
<i>Police Administration</i>					
L1521100 545003	Equipment Pool Charges	13,680	(1,400)	12,280	Realign fleet budget with usage.
<i>Police Investigations</i>					
L1521210 545003	Equipment Pool Charges	116,160	(10,000)	106,160	" " " "
<i>Community Resource Unit</i>					
L1521300 545003	Equipment Pool Charges	8,880	(1,000)	7,880	" " " "
<i>Police Training</i>					
L1521410 535001	Small Tools and Equipment	-	17,000	17,000	Appropriate taser sale proceeds for gun purchases.
<i>Police Facilities</i>					
L1521500 541069	Government Pass-through	6,418	99,200	105,618	WATPA grant portion allocated to other agencies.
L1521500 541069	Government Pass-through	105,618	26,948	132,566	JAG grant equipment and training for Richland & Benton Co.
<i>Patrol</i>					
L1521710 531002	Operating Supplies	32,550	33,589	66,139	Flock Safety Camera System - KPD expense.
L1521710 535010	JAG Equipment	-	31,823	31,823	JAG grant purchases of 5 vehicular computers.
L1521710 536001	Software Supplies	3,700	8,600	12,300	" " " of Media Room & FTO software startup.
L1521710 545003	Equipment Pool Charges	439,440	37,600	477,040	Realign fleet budget with usage.
Total Police			242,360		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>MANAGEMENT SERVICES DEPARTMENT</b>					
<i>Purchasing</i>					
M2518400 545003	Equipment Pool Charges	6,480	(700)	5,780	Realign fleet budget with usage.
<i>Information Technology</i>					
M3518800 511000	Salaries and Wages	2,509,298	31,280	2,540,578	BIPIN Implementation Administrator.
M3518800 512000	Overtime	6,000	20,000	26,000	IT support for Council and Planning Commission meetings.
M3518800 520001	Social Security (FICA)	177,160	2,305	179,465	BIPIN Implementation Administrator.
M3518800 520002	Industrial Insurance	6,429	80	6,509	" " " "
M3518800 520003	Retirement	276,638	3,250	279,888	BIPIN Implementation Administrator.
M3518800 520007	WA Family Leave	3,463	135	3,598	" " " "
M3518800 520011	Medical Insurance	431,061	4,420	435,481	" " " "
M3518800 520013	Life Insurance	7,149	100	7,249	" " " "
M3518800 520014	Dental Insurance	31,861	355	32,216	" " " "
M3518800 520015	Long Term Disability Insurance	9,010	125	9,135	" " " "
M3518800 520016	Vision Insurance	5,079	50	5,129	" " " "
M3518800 545003	Equipment Pool Charges	3,360	(900)	2,460	Realign fleet budget with usage.
M3518800 548011	Maintenance Agreements	1,852,290	4,200	1,856,490	Live broadcasting for Planning Comm./Hearing Examiner mtgs.
M3518800 548011	Maintenance Agreements	1,856,490	9,000	1,865,490	Spark Hire Interview software for Human Resources.
M3518800 549001	Dues & Subscriptions	23,203	10,000	33,203	City Zoom licenses.
<i>Information Technology Capital</i>					
M3594180 564006	DP Equipment	-	18,160	18,160	Encoder for Swag-it broadcasting system.
	Total Mgmt Svcs		101,860		
<b>COMMUNITY PLANNING DEPARTMENT</b>					
<i>Long Range Planning</i>					
N1558600 541005	Contractual/Consulting Svcs	50,000	12,900	62,900	Historic home survey for 2022.
	Total Comm Planning		12,900		
<b>ENGINEERING DEPARTMENT</b>					
<i>Engineering Plans and Services</i>					
P1548320 531008	Reproduction/Copier Charges	24,610	(9,000)	15,610	Realign copier charge budget with usage.
P1548320 545003	Equipment Pool Charges	28,800	(700)	28,100	Realign fleet budget with usage.
<i>Engineering Capital</i>					
P1594480 564003	Machinery & Equipment	-	20,000	20,000	Replace outdated GPS unit.
	Total Engineering		10,300		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation	
<b>NON-DEPARTMENTAL</b>						
<i>Other Gov't Services</i>						
Z1518910	541005	Contractual/Consulting Svcs	67,670	3,225	70,895	Regional PFD costs and subscription to BF Trends website.
Z1518910	541005	Contractual/Consulting Svcs	70,895	38,500	109,395	USACE admin. costs for Col Park land transfer, Ph III.
<i>Community Events</i>						
Z1573900	541011	Community Events	93,500	34,100	127,600	River of Fire event and Water Follies insurance increase.
<i>Transfers Out</i>						
Z1597100	500006	Transfer to Risk Management	1,650,000	550,000	2,200,000	Higher than anticipated insurance related expenses.
Z1597100	500015	Transfer to Capital Imprv Fund	1,174,000	41,300	1,215,300	Physical security enhancements at City Hall.
Z1597100	500031	Transfer to Cash Reserve Fund	180,000	62,500	242,500	Transfer excess available reserves to Cash Reserve Fund.
<i>Allowance for Under Expenditure</i>						
Z1597200	511001	Allowance for Under Expenditure	(2,904,070)	(91,425)	(2,995,495)	Items appropriated from City Manager contingency.
Total Non-Deptl			638,200			
Z1508900	500000	Ending Fund Balance	5,987,118	447,257	6,434,375	Impact on ending fund balance.
Net Increase (Decrease) in Appropriations			<u>\$ 2,209,685</u>			

**STREET FUND**

102000	311101	Real and Personal Property Tax	\$ 831,754	\$ 990,000	\$ 1,821,754	Realign revenues for increased operating costs.
102000	321902	Solid Waste Recycling Fees	237,175	22,000	259,175	Revised estimate for recycling cart fees.
102000	336001	Multimodal Transportation	-	225,000	225,000	Break multimodal budget component out of MVFT.
102000	336004	Motor Vehicle Fuel Tax-Street	3,766,000	(225,000)	3,541,000	" " " "
102000	336004	Motor Vehicle Fuel Tax-Street	3,541,000	(290,000)	3,251,000	Lower fuel tax than anticipated for the biennium.
Net Increase (Decrease) in Revenues			<u>\$ 722,000</u>			
<i>Roadway</i>						
P2542300	511000	Salaries and Wages	\$ 646,905	\$ 150,000	\$ 796,905	Revise salary estimates to align with maintenance efforts.
P2542300	513000	Part-Time Wages	131,050	(30,000)	101,050	" " " "
P2542300	514000	Comp Time Payout	-	3,000	3,000	" " " "
P2542300	520001	Social Security (FICA)	58,032	10,000	68,032	" " " "
P2542300	520002	Industrial Insurance	26,556	2,600	29,156	" " " "
P2542300	520003	Retirement	78,814	15,000	93,814	" " " "
P2542300	520007	WA Family Leave	906	500	1,406	" " " "
P2542300	520011	Medical Insurance	184,933	20,000	204,933	" " " "
P2542300	520015	Long Term Disability Insurance	2,141	750	2,891	" " " "

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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>STREET FUND (Continued)</b>						
<i>Traffic Control Devices</i>						
P2542640	511000	Salaries and Wages	197,273	50,000	247,273	Revise salary estimates to align with maintenance efforts.
P2542640	520001	Social Security (FICA)	14,861	5,000	19,861	" " " "
P2542640	520002	Industrial Insurance	4,320	2,000	6,320	" " " "
P2542640	520003	Retirement	19,041	8,000	27,041	" " " "
P2542640	520007	WA Family Leave	282	150	432	" " " "
P2542640	545003	Equipment Pool Charges	20,160	11,000	31,160	Realign fleet budget with usage.
<i>Snow and Ice Removal</i>						
P2542660	511000	Salaries and Wages	-	70,000	70,000	Revise salary estimates to align with maintenance efforts.
P2542660	512000	Overtime	12,500	30,000	42,500	" " " "
P2542660	520001	Social Security (FICA)	-	8,500	8,500	" " " "
P2542660	520002	Industrial Insurance	-	3,000	3,000	" " " "
P2542660	520003	Retirement	-	15,000	15,000	" " " "
P2542660	520011	Medical Insurance	-	20,000	20,000	" " " "
P2542660	520014	Dental Insurance	-	1,500	1,500	" " " "
P2542660	531003	Repair/Maintenance Supplies	115,000	135,000	250,000	Additional deicer and road salt in anticipation of snow season.
P2542660	545001	Rentals/Leases of Equipment	2,500	32,000	34,500	Contractual assistance with snow removal.
P2542660	545003	Equipment Pool Charges	98,460	(24,000)	74,460	Realign fleet budget with usage.
<i>Roadside</i>						
P2542700	545003	Equipment Pool Charges	41,760	13,000	54,760	" " " "
<i>Street Maintenance Admin</i>						
P2542900	549058	Solid/Haz Wastes - Contracting	50,000	70,000	120,000	Contractual contribution toward the MRWF construction.
<i>Street Capital</i>						
P2594440	562047	Salt Storage Shed - West	-	<u>100,000</u>	100,000	Salt storage for west side of City.
		Net Increase (Decrease) in Appropriations		<u>\$ 722,000</u>		
<b>ARTERIAL STREET FUND</b>						
103000	397011	Transfer fm Water/Sewer Fund	\$ -	<u>\$ 65,000</u>	\$ 65,000	Emergency asphalt repairs at 46th and Ledbetter.
		Net Increase (Decrease) in Revenues		<u>\$ 65,000</u>		
<i>Roadway</i>						
P3595300	563161	2022 Local Pavement Pres	\$ 3,900,000	<u>\$ 65,000</u>	\$ 3,965,000	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 65,000</u>		

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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>COMMUNITY DEVELOPMENT FUND</b>						
107130	331001	H.U.D. Block Grant	\$ 2,342,489	\$ (35,049)	\$ 2,307,440	Adjust 2022 grant estimate to actual.
107130	333043	Coronavirus Relief Funds	-	164,112	164,112	Grant award from Dept of Commerce.
		Net Increase (Decrease) in Revenues		<u>\$ 129,063</u>		
M5514603	511000	Salaries and Wages	\$ -	\$ 5,000	\$ 5,000	Administration of new grant award.
M5518630	549078	Microenterprise Grants	200,882	(59,614)	141,268	Allocate CDBG and CDBG-CV funds to new programs.
M5518630	549079	Emergency Utility Subsidies	255,000	(228,163)	26,837	" " " "
M5565100	549024	Unallocated Grant Proceeds	431,177	(210,072)	221,105	" " " "
M5569001	549047	Partners and Pals Program	-	38,800	38,800	" " " "
M5569001	549048	Senior Life Resources	30,060	159,112	189,172	" " " "
M5571100	549027	Youth Scholarship Program	37,597	3,000	40,597	" " " "
M5597100	500015	Transfer to Capital Imprv Fund	1,139,902	172,000	1,311,902	" " " "
M5597100	500015	Transfer to Capital Imprv Fund	1,311,902	197,000	1,508,902	" " " "
M5597100	500015	Transfer to Capital Imprv Fund	1,508,902	52,000	1,560,902	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 129,063</u>		
<b>PUBLIC SAFETY FUND</b>						
112000	313601	Brok Natural Gas Sales&Use Tax	\$ 11,959	\$ 5,000	\$ 16,959	Revised revenue estimates for the biennium.
112000	316404	Natural Gas Utility Tax	484,708	130,000	614,708	" " " "
112000	316409	Electricity Utility Tax	3,200,166	140,000	3,340,166	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ 275,000</u>		
R2597100	500001	Transfer to General Fund	\$ 4,514,542	\$ 275,000	\$ 4,789,542	Adjust transfer to match revenue adjustments.
		Net Increase (Decrease) in Appropriations		<u>\$ 275,000</u>		
<b>CASH RESERVE FUND</b>						
115000	397001	Transfer fm General Fund	\$ 180,000	\$ 62,500	\$ 242,500	Transfer excess available reserves to Cash Reserve Fund.
		Net Increase (Decrease) in Revenues		<u>\$ 62,500</u>		
R3508400	500000	Ending Fund Balance	\$ 3,151,529	\$ 62,500	\$ 3,214,029	Impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 62,500</u>		



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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>LODGING TAX FUND</b>						
116000	313301	Hotel/Motel Sales and Use Tax	\$ 2,008,000	\$ 387,000	\$ 2,395,000	Revised revenue estimates for the biennium.
116000	345601	Tourism Promotion Area	1,737,000	<u>75,000</u>	1,812,000	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ 462,000</u>		
R4557300	531057	Southridge Field Improvements	\$ -	\$ 29,000	\$ 29,000	Award for field improvements at South Ridge.
R4557300	541108	Tourism Promotion Area	1,737,000	75,000	1,812,000	Estimated increase of pass-through to Visit Tri-Cities.
R4508300	500000	Ending Fund Balance	373,793	<u>358,000</u>	731,793	Impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 462,000</u>		
<b>CRIMINAL JUSTICE SALE TAX FUND</b>						
117000	313106	Local Sales Tax - Crim Justice	\$ 5,680,000	<u>\$ 1,015,000</u>	\$ 6,695,000	Revised revenue estimates for the biennium.
		Net Increase (Decrease) in Revenues		<u>\$ 1,015,000</u>		
L2508300	500000	Ending Fund Balance	\$ 530,263	<u>\$ 1,015,000</u>	\$ 1,545,263	Impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 1,015,000</u>		
<b>CSLFRF FUND</b>						
119000	331017	CSLFRF - ARPA Funds	\$ 4,999,000	\$ (800,000)	\$ 4,199,000	Allocate grant award to designated funds.
119000	331017	CSLFRF - ARPA Funds	4,199,000	<u>(285,000)</u>	3,914,000	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ (1,085,000)</u>		
F3522200	535001	Small Tools and Minor Equip	\$ 130,000	\$ 48,920	\$ 178,920	Unanticipated price increase for portable radio replacement.
F3594221	564003	Machinery & Equipment	184,000	(24,750)	159,250	Savings on extrication equipment and CPR devices.
K3518201	548065	Facilities Improvements	389,860	181,000	570,860	Cost of Union Library HVAC replcmnt higher than projected.
K3518201	548065	Facilities Improvements	570,860	(45,000)	525,860	Cost of HVAC replcmnt at KPD facility lower than anticipated.
K3594761	563162	Lawrence Scott Park Improvements	800,000	(800,000)	-	Move LSP Pickleball project to CIP Fund.
R6508300	500000	Ending Fund Balance	2,581,640	<u>(445,170)</u>	2,136,470	Impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ (1,085,000)</u>		

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BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>URBAN ARTERIAL STREET FUND</b>						
303000	333040	STPBG-Quinault/CCB Intersect	\$ 216,810	\$ 1,710,105	\$ 1,926,915	STP grant award for Quinault/CCB intersection construction.
303000	334034	TIB - Quinault/CCB Intersection	720,000	(720,000)	-	TIB application unsuccessful for Quinault/CCB intersection.
303000	334036	TIB - Deschutes/CCB Intersection	-	1,280,000	1,280,000	TIB grant award for Deschutes/CCB intersection construction.
303000	337014	Port of Kennewick	-	169,400	169,400	Port contribution on Deschutes/CCB intersection construction.
303000	397015	Transfer fm Capital Improvement	2,680,112	(210,105)	2,470,007	City match reduced by additional grant funding.
303000	397015	Transfer fm Capital Improvement	2,470,007	(169,400)	2,300,607	City match replaced by Port contribution.
		Net Increase (Decrease) in Revenues		<u>\$ 2,060,000</u>		
<i>Preliminary Engineering</i>						
P7595110	563048	Deschutes/CCB Intersection	\$ 381,920	\$ (320,000)	\$ 61,920	Reallocate budget to construction.
<i>Construction Engineering</i>						
P7595120	563048	Deschutes/CCB Intersection	-	40,000	40,000	Appropriate CE funding on project.
P7595120	563144	Quinault Ave/CCB Intersection	75,000	(15,000)	60,000	Reallocate budget to construction.
<i>Roadway</i>						
P7595300	563048	Deschutes/CCB Intersection	-	320,000	320,000	Reallocate grant match from PE to Const.
P7595300	563048	Deschutes/CCB Intersection	320,000	1,240,000	1,560,000	Appropriate remaining construction funding.
P7595300	563144	Quinault Ave/CCB Intersection	1,125,000	795,000	1,920,000	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 2,060,000</u>		
<b>CAPITAL IMPROVEMENT FUND</b>						
300000	313102	Optional Sales Tax	\$ 12,966,000	\$ 1,830,000	\$ 14,796,000	Revised revenue estimates for the biennium.
300000	331017	CSLFRF - ARPA Funds	300,000	800,000	1,100,000	ARPA award for Lawrence Scott Park Pickleball project.
300000	334004	RCO Grant	-	135,000	135,000	RCO award for Columbia Park boat launch rehab project.
371000	391106	2022 GO Bond Proceeds	9,000,000	1,170,000	10,170,000	Adjust 2022 GO Bond proceeds to actual.
371000	392000	Premium on Debt	-	545,500	545,500	" " " "
300000	397001	Transfer fm General Fund	1,174,000	41,300	1,215,300	Physical security enhancements at City Hall.
300000	397011	Transfer fm Water/Sewer Fund	35,896	19,432	55,328	W/S contribution towards lighting at Frost.
300000	397011	Transfer fm Water/Sewer Fund	55,328	5,000	60,328	Emergency repairs at 46th and Ledbetter.
300000	397023	Transfer fm Community Dev Fund	1,139,902	197,000	1,336,902	CDBG award for Union/Edison solar lighting project.
300000	397023	Transfer fm Community Dev Fund	1,336,902	52,000	1,388,902	CDBG award for restroom motion detector lighting project.
300000	397023	Transfer fm Community Dev Fund	1,388,902	172,000	1,560,902	Increase CDBG award for Canal Dr sidewalk project.
300000	397045	Transfer fm Stormwater Fund	10,256	5,552	15,808	Stormwater contribution towards lighting at Frost.
		Net Increase (Decrease) in Revenues		<u>\$ 4,972,784</u>		

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BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>CAPITAL IMPROVEMENT FUND (Continued)</b>					
<i>Land and Facilities</i>					
K3594180 562011	Hard Surface Repair Program	\$ 107,842	\$ 10,000	\$ 117,842	Unanticipated cost increase due to supply chain issues.
K3594180 562043	Dock Rehabilitation	30,000	150,000	180,000	Columbia Park boat launch rehab project.
K3594220 562009	Fire Station #4	-	29,400	29,400	Unanticipated HVAC replacement.
K3594220 562017	Fire Station #5	-	21,000	21,000	Carryover for locution system from prior biennium.
K3594480 562028	Frost Facility	144,270	69,400	213,670	Lighting upgrades to LED at Frost Facility.
K3594480 562029	Library Improvements	51,000	9,000	60,000	Bring fire panel up to code at library.
K3594760 562044	LSC Pickleball Complex	-	1,330,652	1,330,652	Contract award for LSP Pickleball complex.
K3594760 562045	Restroom Motion Detectors	-	52,000	52,000	CDBG award for restroom motion detector lighting project.
K3594760 562030	Swimming Pool	156,000	24,000	180,000	Unanticipated increase to boiler replacement project.
<i>Streets</i>					
P4595610 563069	Miscellaneous ADA Improvements	686,000	172,000	858,000	Increase CDBG award for Canal Dr sidewalk project.
P4595610 563093	Union/Edison Solar Lighting Improvements	-	197,000	197,000	CDBG award for Union/Edison solar lighting project.
P4595610 563088	Sidewalk Replacement	262,000	5,000	267,000	Emergency sidewalk repairs at 46th and Ledbetter.
P4597100 500021	Transfer to UAB Fund	2,467,643	(210,105)	2,257,538	City match reduced by additional grant funding.
P4597100 500021	Transfer to UAB Fund	2,257,538	(169,400)	2,088,138	City match replaced by Port contribution.
<i>Information Technology Capital</i>					
M6594180 564009	Hardware	266,104	41,300	307,404	Physical security enhancements at City Hall.
<i>Park Reserves</i>					
K4594760 563019	6E - Cascade	-	155,971	155,971	Appropriate for Cascade Linear Park improvements.
<i>GO Bond 2022</i>					
F4592950 589003	Debt Service Costs - 2022 bond issue	-	142,500	142,500	Appropriate for debt service costs on 2022 bond issue.
F4594220 562013	Fire Station #1	9,260,000	1,573,000	10,833,000	Increase FS#1 construction for additional bond proceeds.
P4508500 500000	Ending Fund Balance	15,904,452	<u>1,370,066</u>	17,274,518	Impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ 4,972,784</u>		
<b>MEDICAL SERVICES FUND</b>					
<i>Medical Services Facilities</i>					
F2522500 531007	Purchases from Central Stores	\$ -	\$ 5,000	\$ 5,000	Unanticipated increase in supply chain costs.
<i>Medical Services Ambulance</i>					
F2522700 531007	Purchases from Central Stores	22,000	35,000	57,000	" " " "
F2508800 500000	Ending Working Capital	6,131,534	<u>(40,000)</u>	6,091,534	Impact on ending working capital.
	Net Increase (Decrease) in Appropriations		<u>\$ -</u>		

**CITY OF KENNEWICK**  
**Budget Adjustment Ordinance No. 5998**

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>BUILDING SAFETY FUND</b>						
N3524200	549042	Credit Card Fees	\$ 64,000	\$ 39,700	\$ 103,700	Unanticipated credit card rate increases.
N3508800	500000	Ending Working Capital	1,861,080	<u>(39,700)</u>	1,821,380	Impact on ending working capital.
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
<b>COLISEUM FUND</b>						
404000	362005	Coliseum Event Revenue	\$ 1,672,000	\$ 300,000	\$ 1,972,000	Revised revenue estimates for the biennium.
404000	362007	Ice Arena Revenue	528,000	300,000	828,000	" " " "
404000	367018	Contributions-Private	-	<u>200,000</u>	200,000	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ 800,000</u>		
Q1575200	541065	General & Administrative	\$ 60,000	\$ 35,000	\$ 95,000	Adjust contractual payments for higher revenue projection.
Q1575200	541086	Occupancy	1,136,000	330,000	1,466,000	" " " "
Q1575200	541089	Payroll/Taxes/Benefits	2,808,000	400,000	3,208,000	" " " "
Q1575200	544002	State Excise Tax	-	<u>35,000</u>	35,000	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 800,000</u>		
<b>STORMWATER FUND</b>						
S1597100	500015	Transfer to Capital Imprv Fund	\$ 10,256	\$ 5,552	\$ 15,808	Stormwater contribution towards lighting at Frost.
S1508800	500000	Ending Working Capital	1,025,812	<u>(5,552)</u>	1,020,260	Impact on ending working capital.
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
<b>COLUMBIA PARK GOLF COURSE FUND</b>						
406000	347301	Green Fees and Other Charges	\$ 436,500	<u>\$ 115,000</u>	\$ 551,500	Revised revenue estimates for the biennium.
		Net Increase (Decrease) in Revenues		<u>\$ 115,000</u>		
K6576600	541065	General & Administrative	\$ 181,200	\$ 20,000	\$ 201,200	Adjust contractual payments for higher revenue projection.
K6576600	541081	Maintenance	262,000	<u>95,000</u>	357,000	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 115,000</u>		

**CITY OF KENNEWICK**  
**Budget Adjustment Ordinance No. 5998**

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>WATER/SEWER FUND</b>					
<i>Water Utility Capital</i>					
W1594340 565022	Fire Flow Deficiencies	\$ 640,000	\$ (70,000)	\$ 570,000	Provide for emergency repairs at 46th and Ledbetter.
<i>Water/Sewer Transfers Out</i>					
W1597100 500015	Transfer to Capital Imprv Fund	35,896	19,432	55,328	W/S contribution towards lighting at Frost.
W1597100 500015	Transfer to Capital Imprv Fund	55,328	5,000	60,328	Emergency repairs at 46th and Ledbetter.
W1597100 500004	Transfer to Arterial Street Fund	-	65,000	65,000	" " " "
W1508800 500000	Ending Working Capital	22,208,319	(19,432)	22,188,887	Impact on ending working capital.
	Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
<b>EQUIPMENT RENTAL FUND</b>					
501000 331017	CSLFRF - ARPA Funds	\$ 1,800,000	\$ 285,000	\$ 2,085,000	Increase of ARPA award for KPD fleet replacement.
501000 348003	Planning & Building Inspection	3,360	5,000	8,360	Realign fleet charges with departmental usage.
501000 348004	Police	578,160	25,200	603,360	" " " "
501000 348006	Fire	403,200	(8,100)	395,100	" " " "
501000 348008	Engineering	28,800	(700)	28,100	" " " "
501000 348010	Recreation	6,720	(500)	6,220	" " " "
501000 348012	Parks/Facilities	381,840	6,500	388,340	" " " "
501000 348013	Management Services	9,840	(1,600)	8,240	" " " "
501000 397006	Transfer fm Risk Mngmt Fund	122,500	285,000	407,500	Insurance recovery for totaled boom truck.
501000 397006	Transfer fm Risk Mngmt Fund	407,500	160,000	567,500	Insurance recovery for two totaled police cars.
	Net Increase (Decrease) in Revenues		<u>\$ 755,800</u>		
M7501180 503003	Depreciation-Vehicles	\$ 2,550,000	\$ 60,000	\$ 2,610,000	Revise estimate for depreciation.
M7501180 509003	Contra Depreciation-Vehicles	(2,550,000)	(60,000)	(2,610,000)	" " " "
M7548680 532001	Gasoline	1,090,200	210,000	1,300,200	Revise estimate for fuel price volatility.
M7548680 534001	ER Inventory Parts and Supplies	120,000	30,000	150,000	Revise estimate for supply chain price increases.
M7548680 534002	ER-Tires	128,000	20,000	148,000	" " " "
M7594180 564008	Transportation Equipment	6,005,195	285,000	6,290,195	Increase of ARPA award for KPD fleet replacement.
M7594180 564008	Transportation Equipment	6,290,195	285,000	6,575,195	Replacement of totaled boom truck.
M7594180 564008	Transportation Equipment	6,575,195	160,000	6,735,195	Replacement of totaled KPD vehicles.
M7508800 500000	Ending Working Capital	5,835,622	(234,200)	5,601,422	Impact on ending working capital.
	Net Increase (Decrease) in Appropriations		<u>\$ 755,800</u>		

**CITY OF KENNEWICK**  
**Budget Adjustment Ordinance No. 5998**

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
<b>CENTRAL STORES FUND</b>						
502000	348020	Sales of Supplies	\$ 209,000	\$ 48,000	\$ 257,000	Unanticipated increase in demand for supplies.
502000	348021	Sales of Irrigation Supplies	80,950	22,000	102,950	" " " "
502000	348022	Sale of Street Supplies	21,000	<u>12,000</u>	33,000	" " " "
		Net Increase (Decrease) in Revenues		<u>\$ 82,000</u>		
M8518500	534003	CS Supplies - General	\$ 205,000	\$ 48,000	\$ 253,000	" " " "
M8518500	534006	CS Supplies - Irrigation	80,950	22,000	102,950	" " " "
M8518500	534007	CS Supplies - Street	21,000	<u>12,000</u>	33,000	" " " "
		Net Increase (Decrease) in Appropriations		<u>\$ 82,000</u>		
<b>RISK MANAGEMENT FUND</b>						
503000	372001	Insurance Claim Recoveries	\$ 177,500	\$ 602,000	\$ 779,500	Revised estimate for insurance recoveries.
503000	397001	Transfer fm General Fund	1,650,000	<u>550,000</u>	2,200,000	General Fund contribution toward higher risk mgt exps.
		Net Increase (Decrease) in Revenues		<u>\$ 1,152,000</u>		
B6519000	546001	Insurance Expense	\$ 2,503,440	\$ 125,000	\$ 2,628,440	Higher than anticipated insurance costs.
B6519000	546007	Self-Insured Retention Pmts	130,000	695,000	825,000	Higher than anticipated self-insured retention exps.
B6597100	500014	Transfer to Equip Rental Fund	122,500	285,000	407,500	Insurance proceeds for boom truck replacement.
B6597100	500014	Transfer to Equip Rental Fund	407,500	160,000	567,500	Insurance proceeds for two totaled police cars.
B6508800	500000	Ending Working Capital	653,295	<u>(113,000)</u>	540,295	Impact on ending working capital.
		Net Increase (Decrease) in Appropriations		<u>\$ 1,152,000</u>		

CITY OF KENNEWICK  
SUMMARY OF 2021/2022 BIENNIAL BUDGET ADJUSTMENTS

	Original Biennial Budget	Ord. #5910 Adjustment (5/21)	Ord. #5950 Adjustment (11/21)	Ord. #5978 Adjustment (5/22)	Ord. #5998 Adjustment (12/22)	Amended Biennial Budget
<b>GENERAL GOV'T OPERATIONS</b>						
General Fund	\$ 107,892,451	\$ 3,193,211	\$ 4,188,322	\$ -	\$ 2,209,685	\$ 117,483,669
Street Fund	4,812,229	-	30,000	-	722,000	5,564,229
Subtotal	112,704,680	3,193,211	4,218,322	-	2,931,685	123,047,898
<b>CAPITAL PROJECTS</b>						
Urban Arterial Street Fund	8,680,500	788,048	-	320,000	2,060,000	11,848,548
Capital Improvement Fund	44,652,625	10,848,015	4,369,792	696,000	4,972,784	65,539,216
<b>ENTERPRISE &amp; INTERNAL SERVICE</b>						
Water & Sewer Fund	68,803,501	24,781,285	3,960,000	-	-	97,544,786
Medical Services Fund	30,596,950	4,058,171	-	339,998	-	34,995,119
Building Safety Fund	5,560,000	252,808	-	-	-	5,812,808
Coliseum Fund	6,588,000	(81,053)	2,690,000	-	800,000	9,996,947
Stormwater Utility Fund	6,672,675	348,774	-	-	-	7,021,449
Columbia Park Golf Course Fund	922,500	2,652	-	-	115,000	1,040,152
Equipment Rental Fund	13,052,260	299,375	2,136,000	132,250	755,800	16,375,685
Central Stores Fund	669,750	20,886	-	-	82,000	772,636
Risk Management Fund	4,655,275	343,269	-	97,500	1,152,000	6,248,044
<b>DEBT SERVICE</b>						
Debt Service Fund	8,609,800	10,899	-	-	-	8,620,699
LID Guaranty Fund	38,900	(26)	-	-	-	38,874
<b>SPECIAL REVENUE</b>						
Arterial Street Fund	5,000,000	-	1,000,000	-	65,000	6,065,000
BI-PIN Operations Fund	1,779,774	-	-	-	-	1,779,774
Community Development Fund	1,707,115	1,119,497	-	283,768	129,063	3,239,443
Asset Forfeiture Fund	123,500	(5,758)	-	-	-	117,742
Public Safety Fund	4,514,542	-	-	-	275,000	4,789,542
Cash Reserve Fund	2,933,400	38,129	180,000	-	62,500	3,214,029
Lodging Tax Fund	3,753,300	20,493	-	-	462,000	4,235,793
Criminal Justice Sales Tax Fund	6,455,000	217,094	-	-	1,015,000	7,687,094
HIDTA Fiduciary Program Fund	4,500,000	-	-	-	-	4,500,000
CSLFRF Fund	-	-	16,062,000	(11,063,000)	(1,085,000)	3,914,000
<b>FIDUCIARY TRUST FUNDS</b>						
Fire Pension Fund	1,316,000	(849)	-	-	-	1,315,151
OPEB Trust Fund	5,611,010	28,528	-	-	-	5,639,538
<b>Total</b>	<b>\$ 349,901,057</b>	<b>\$ 46,283,448</b>	<b>\$ 34,616,114</b>	<b>\$ (9,193,484)</b>	<b>\$ 13,792,832</b>	<b>\$ 435,399,967</b>

Ordinance #5910 (5/21) adjusted beginning fund balances and appropriated for 2019/20 carry over, use of forfeiture funds for capital, appropriated for David Evans CE contract on US395/Ridgeline and Duffy's pond USACE permitting and reimbursement.

Ordinance #5950 (11/21) is the mid-biennium budget adjustment and appropriation of CSLFRF funds.

Ordinance #5978 (5/22) is the spring 2022 budget adjustment.

Ordinance #5998 (12/22) is the final budget adjustment.

# Council Agenda Coversheet



Agenda Item Number	5.b.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	Solid Waste Code		
Ordinance/Reso #	5999	Contract #	
Project #		Permit #	
Department	Public Works		

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

### Recommendation

Adopt Ordinance 5999, adding a new definition 5.56.030(9) and a new section 5.56.216 Compost Procurement and Education to the Kennewick Municipal Code.

### Motion for Consideration

I move to adopt Ordinance 5999.

### Summary

In March 2022, Engrossed Second Substitute House Bill (ESSHB) 1799 was signed into Washington Law. The primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions. To accomplish this local governments shall consider using compost product in capital projects, unless they are not available within a reasonable amount of time, do not comply with existing purchasing standards, do not comply with federal or state health, quality, and safety standards; and prices are not reasonable or competitive. The City of Kennewick does not currently have residential or commercial composting / organic waste services.

To be in compliance with this new law Kennewick must adopt a compost procurement ordinance and establish an education program by January 1, 2023

### Alternatives

N/A

### Fiscal Impact

N/A

Through	John Cowling Nov 30, 06:42:15 GMT-0800 2022
Dept Head Approval	Cary Roe Nov 30, 15:12:34 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:19:11 GMT-0800 2022

Attachments:  Presentation  Ordinance

Recording Required?



# ***Solid Waste Ordinance***

***City Council Meeting December 6, 2022***  
***Martin Nelson, Development Review Supervisor***



# ***Engrossed House Bill 1799***

- In March 2022, Engrossed Second Substitute House Bill (ESSHB) 1799 was signed into Washington law.
- The primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions & resulted in revisions to RCW 49.19A
- Kennewick must adopt a compost procurement ordinance by January 1, 2023
- Discussed at November 8<sup>th</sup> Council Workshop



# **RCW 43.19A**

## ***Use of Compost Products In Projects***

- City shall consider whether compost products can be utilized in the following projects:
  - (a) Landscaping projects
  - (b) Construction and post construction soil amendments
  - (c) prevent erosion, filter stormwater runoff, promote vegetation growth
  - (d) Low-impact development
- Not required to use compost products if:
  - (i) not available within a reasonable period of time
  - (ii) does not comply with existing purchasing standards
  - (iii) does not comply with federal or state health, quality, and safety standards
  - (iv) prices are not reasonable or competitive



# ***RCW 43.19A***

## ***Other Requirements***

- Priority to purchasing from companies that produce compost products locally and which meet state or national standards.
- Must develop education and outreach strategies through jurisdiction's comprehensive solid waste management plan pursuant to RCW **70A.205.045**.
- Must begin reporting by December 31, 2024.
- Staff Recommend adoption of Ordinance 5999



*Questions?*



CITY OF KENNEWICK  
ORDINANCE NO. 5999

AN ORDINANCE RELATING TO PUBLIC WORKS CONSTRUCTION  
STANDARDS AND ADDING A NEW DEFINITION 5.56.030 (9) AND A  
NEW SECTION 5.56.216 COMPOST PROCUREMENT AND EDUCATION  
TO THE KENNEWICK MUNICIPAL CODE

WHEREAS, in March 2022, ESSHB 1799 was signed into Washington law. The primary goal of the law is to increase the diversion of organic materials going to landfills in order to reduce methane emissions—landfills are a significant source of methane emissions; and

WHEREAS, as more organic materials are diverted and recycled, it is critical the compost manufactured be procured by local jurisdictions and others to support the economic viability of these processes and programs. It is well established compost production and use provide significant environmental benefits to our soil and food. ESSHB 1799 encourages most cities and counties in Washington adopt a compost procurement ordinance by January 1, 2023.

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

**Section 1.** There is hereby added a new subsection 5.56.030 (9) to the Kennewick Municipal Code, to read as follows:

**5.56.030: - Definitions.**

- (9) *Finished Compost Product* means a product created with “composted material” as defined in RCW 70A.205.015(3). Finished Compost Products include, but are not limited to, 100% finished compost or blends that include compost as a primary ingredient. Mulch is considered a Finished Compost Product if it contains a minimum of sixty percent composted material. Bark is not a Finished Compost Product.

(Ord. 5999 Sec. 1, 2022; Ord. 5655 Sec. 1, 2016; Ord. 5203 Sec. 2, 2007; Ord. 2788 Sec. 1(part), 1983; Ord. 1295 Ch. III, Sec. 1, 1965)

**Section 2.** There is hereby added a new section 5.56.216 to the Kennewick Municipal Code, to read as follows:

**5.56.216: - Composting Procurement and Education.**

- (1) The City shall consider the purchase of finished compost products for use in public projects in which compost is an appropriate material in City projects or on City land, provided it is not cost prohibitive to acquire. Cost prohibitive is defined as a product purchasing cost that exceeds ten percent (10%) of the cost of another product that would serve the same purpose. Procurement costs will include the product cost and all associated transportation and delivery charges.

- (a) The City is not required to use compost products if:
  - (i) Compost products are not available within a reasonable period of time;
  - (ii) Compost products that are available do not comply with existing purchasing standards; (iii) Available compost products do not comply with federal or state health, quality, or safety standards; and
  - (iv) Compost purchase prices are not reasonable or competitive.
- (b) Before the transportation or application of compost products under this section, the City must ensure compliance with department of agriculture pest control regulations provided in chapter 16-470 WAC.

Pursuant to RCW 43.19A.130, The City will strive to purchase an amount of finished compost products equal to or greater than fifty percent (50%) of the amount of organic materials delivered to the compost processor from sources within the City.

- (2) Pursuant to RCW 43.19A.150, the City shall purchase finished compost products from companies producing compost locally, are certified by a nationally recognized organization, such as the US Composting Council, and produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. If locally produced compost is not available, compost shall be sourced from outside the region, with preference given to products sourced as close as possible to the City. The City defines “local” as compost providers located within a 50-mile radius of the City limits. Proof that locally produced compost was not available at the time of purchase or was cost-prohibitive shall be documented.
- (3) In order to meet the general policy, the City shall plan for compost use in the following categories:
  - (a) Landscaping projects;
  - (b) Construction and post-construction soil amendments;
  - (c) Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
  - (d) Low-impact development of green infrastructure to filter pollutants or to keep water onsite, or both.

This plan will be re-assessed each December 31<sup>st</sup> of even-numbered years, beginning in 2024 and thereafter as part of the reporting obligations in Section 5.

- (4) The City shall conduct educational outreach to inform residents about the value of compost and how the jurisdiction uses compost in its operations each year.

- (5) By December 31, 2024, and each December 31<sup>st</sup> of even-numbered years thereafter, the City shall report the following information to the Department of Ecology:
  - (a) Total tons of organic material diverted (from landfills) each year;
  - (b) The volume and cost of composted material purchased each year; and
  - (c) The source(s) of the finished compost product purchased.
- (6) Pursuant to RCW 43.19A.160 the City shall use compost products to the maximum extent economically feasible to meet the requirements established in RCW 43.19A.120.
- (7) If any section, subsection, sentence, clause, phrase or other portion of this Ordinance or its application to any person is, for any reason, declared invalid, illegal or unconstitutional in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.
- (8) Upon approval of the Prosecuting Attorney's Office, the Clerk of the Board is authorized to make any necessary corrections to any section, subsection, sentence, clause, phrase or other portion of this Ordinance for scrivener or clerical errors, references, ordinance numbering, section/subsection numbers, and any reference thereto.
- (9) This ordinance shall be in full force and effect on January 1, 2023.

(Ord. 5999 Sec. 2, 2022)

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December, 2022.

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W.D. MCKAY, Mayor

Attest:

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TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5999 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7<sup>th</sup> day of December, 2022

Approved as to Form:



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

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_

# Council Agenda Coversheet



Agenda Item Number	5.c.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	Franchise Agreement with Lightspeed Networks		
Ordinance/Reso #	6000	Contract #	
Project #		Permit #	
Department	Public Works		

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

## Recommendation

Adopt Ordinance 6000, granting a non-exclusive franchise agreement to Lightspeed Networks, LLC.

## Motion for Consideration

I move to adopt Ordinance 6000.

## Summary

Lightspeed Networks, LLC is a telecommunications company with facilities in the City of Kennewick providing fiber optic infrastructure to provide broadband communication service.

On May 16, 2012 the City Council approved a franchise agreement with Lightspeed Networks, LLC by Ordinance 5412. That agreement has since expired and needs to be renewed to continue the franchise agreement for up to an additional ten years (5 years renewable up to 10 years).

This franchise agreement is nearly identical to the other fiber optic franchise agreements previously approved in the City and has been reviewed by the City Attorney.

This franchise is non-exclusive, which allows other retail providers opportunities to enter into similar agreements for use of the public right-of-way.

## Alternatives

None recommended

## Fiscal Impact

None

Through	John Cowling Nov 29, 06:38:01 GMT-0800 2022
Dept Head Approval	Cary Roe Nov 29, 14:53:04 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:21:08 GMT-0800 2022

Attachments: Ordinance

Recording Required?

CITY OF KENNEWICK  
ORDINANCE NO. 6000

AN ORDINANCE OF THE CITY OF KENNEWICK GRANTING A NON-EXCLUSIVE FRANCHISE TO LIGHTSPEED NETWORKS, INC. DBA LS NETWORKS TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF KENNEWICK

WHEREAS, the Kennewick City Council passed Ordinance 5412 on May 15, 2012, adopting the classification of non-chartered code city for the City of Kennewick; and

WHEREAS, Article 11, Section 11, of the Washington State Constitution provides that the City of Kennewick “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws;” and

WHEREAS, the Kennewick City Council, by Section 35A.11.020 of the Revised Code of Washington, through Section 35A.13.230 of the Revised Code of Washington, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, Section 35A.47.040 of the Revised Code of Washington authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public ways; and

WHEREAS, LightSpeed Networks, Inc. dba LS Networks (Franchisee) has applied to the City of Kennewick, Washington for a non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of Kennewick; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications providers recognizes and provides state and local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington’s Telecommunications Services Act, 2000 Wash. Laws, chapter 83, as amended, RCW Ch. 35.99, relating to telecommunications providers recognizes and provides Washington cities authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities subject to requirements that a franchisee must also obtain separate use permits from the City for

use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans; and

WHEREAS, the grant of a non-exclusive franchise requires submission to the City Attorney, an affirmative vote of at least a majority of the entire City Council and publication at least once in newspaper of general circulation; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest; NOW, THEREFORE,

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

**Section 1. Definitions.** For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Kennewick Municipal Code unless inconsistent herewith.

"Cable Television Service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"City" means the City of Kennewick, Washington, its agencies, departments, and divisions.

"City Property" means and includes all real property owned by the City, other than public ways, including without limitation, City parks, and all property owned in fee by the City.

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Dark Fiber" means properly functioning optical cable which is not used or available for use by Franchisee or the general public.

"Effective Date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from accidents or natural consequences, such as storms, earthquakes, riots or wars.

"Existing" means in actual physical being upon the effective date of this Franchise.

"Facilities" means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

"Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

"Franchisee" means the person to whom this Franchise is granted by the Council pursuant to this Franchise and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.

"Governmental Use" means use by the City, State, or agencies or departments of the United States for the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means both internally and externally within or between their various agencies, departments, and divisions.

"Incremental Costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-portion of costs, of any kind whatsoever, including without limitation overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Optical Cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Overhead Facilities" means facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means natural person, joint venture, joint stock association or company, partnership, firm, association, club, company, corporation, business, trust, or organization.

"Personal Wireless Services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

"Public Street" means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to such purposes.

"Public Way" means and includes all public streets, utility easements, and other rights-of-way, now or hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such public streets, utility easements, or other rights-of-way for telecommunications facilities. "Public way" does not include City property; State highways; land dedicated for roads, streets, and not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the public way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights of way that are not open for motor vehicle use.

"Street Tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Telecommunications Service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public.

"Telecommunications Service" excludes the over-the-air transmission of broadcast television or broadcast radio signals.

"State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

"Underground Facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility Poles" means poles, and cross arms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

## **Section 2. Franchise.**

- A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, and removing wireline facilities necessary to provide telecommunications services. Except as expressly provided otherwise in subsections 4(E)(1)-(4) and 17(A) and (B), and 18(B), Franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

- B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication facilities.
- C. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property.
- D. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.
- E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.
- F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.
- G. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.
- H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- I. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate Franchisee's facilities.
- J. Nothing in this Franchise grants authority to Franchisee to provide or offer cable television service.
- K. Franchisee may use the wireline facilities authorized by this Franchise for the transmission of information used to provide personal wireless services only as expressly provided in this Franchise.

- L. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.
- M. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.
- N. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that party's permission.

**Section 3. Term.** Authorization granted under this Franchise shall be for a period of five (5) years from the effective date of this Franchise. The franchise will automatically renew for one successive period of five (5) years unless terminated at the end of the term by either party by written notice to the other party no less than 180 calendar days prior to the end of the term.

**Section 4. Location of Facilities.**

- A. Franchisee must place its facilities underground except as otherwise expressly provided herein. Subject to the terms and conditions of this Franchise, Franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities if approved by the owner of the utility poles. All other facilities, including, without limitation, facilities required to operate or maintain such optical cable and optical cable housing, and splicing connections must be underground facilities if they are located in a public way.
- B. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a public way to reasonably accommodate future users or facilities, the Franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.
- C. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.
- D. Franchisee shall provide the City with information in such form requested by the City which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's facilities. Franchisee shall provide the City with updated information annually or upon request by the City.
- E. Franchisee shall relocate its facilities at the request of the City when there is construction, alteration, repair or improvement of a public way. Franchisee shall complete the relocation by the date specified by the City, unless the City, or a reviewing court, establishes a later date for completion, after a showing by Franchisee that the relocation



cannot be completed by the dates specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its facilities at its expense except:

- (1) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.
- (2) Where the Franchisee has an ownership share of the existing utility poles upon which its optical cable and optical cable housing is located as overhead facilities, the additional incremental cost of underground to aerial relocation, or as provided for in an approved tariff if less, will be paid by the City if it required the underground relocation.
- (3) Where the City requests relocation of underground facilities solely for aesthetic purposes, the cost of relocation shall be paid by the City; provided, however, in no event shall a request by the City to relocate overhead facilities to underground be considered to be made for aesthetic purposes. Franchisee is authorized to place optical cable and optical cable housing on existing utility poles as overhead facilities only as an exception to pre-existing City policies which require undergrounding, and the cost of relocating overhead facilities to underground shall be paid by the Franchisee except as provided in Section 4(E)(2).
- (4) Where the construction, alteration, repair or improvement of a public way is primarily for private benefit, the Franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section.

F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

**Section 5. Pole, Structures and Property Owned by Others.** Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by Franchisee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by third parties for any reason whatsoever. The installation of facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of Franchisee to construct, install, operate, maintain, and repair Franchisee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

## **Section 6. Construction and Installation Requirements.**

- A. The technical performance of the facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City will have the full authority permitted by applicable law to enforce compliance with these technical standards.
- B. All installations of facilities will be durable and installed in accordance with good engineering, construction, and installation practices.
- C. All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.
- D. The plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work immediately if the City determines that Franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.
- E. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.
- F. Before constructing or installing facilities, Franchisee shall provide and maintain a restoration bond written by a corporate surety acceptable to the City in an amount equal to at least one hundred percent of the estimated cost of removing Franchisee's facilities and restoring public ways and other property to as good a condition as existed prior to construction or installation of facilities. Each such bond shall remain in full force and effect until at least sixty (60) days after completion of construction or installation, and shall warrant all restoration work for a period of one year following completion.

## **Section 7. Coordination of Construction and Installation Activities and Other Work.**

- A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the public ways at least annually or as determined by the City.
- B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

- C. At least two (2) business days prior to entering a public way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.
- D. Franchisee shall make available and accept the co-location of property of others within trenches excavated or used by Franchisee in the public ways provided the costs of the work are fairly allocated between the parties.
- E. Franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property once determined by the Franchisee.
- F. The City shall give reasonable advance notice to Franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the public way to be opened. When notice has been given, Franchisee may only construct or install facilities during such period that the City has opened the public way for construction or installation.
- G. In the event of an unexpected repair or emergency, Franchisee may commence such repair and emergency response work as required under the circumstances, provided Franchisee shall notify the City as promptly as possible before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

**Section 8. Temporary Removal, Adjustment or Alteration of Facilities.**

- A. Franchisee shall temporarily remove, adjust or alter the position of its facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.
- B. If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Franchisee for the temporary removal, adjustment or alteration of Franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, Franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:

- (1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Franchisee's business, consistent with the maintenance of proper service to Franchisee's customers;
  - (2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of Franchisee, in the sole discretion of the City;
  - (3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and
  - (4) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.
- C. The City may temporarily remove, adjust or alter the position of Franchisee's facilities as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.
- D. The temporary removal, adjustment or alteration of the position of Franchisee's facilities shall not be considered relocation for any purpose whatsoever.

**Section 9. Safety and Maintenance Requirements.**

- A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.
- B. Franchisee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee or have them made at the cost of Franchisee.

- C. Franchisee, and any person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property.
- D. Franchisee shall maintain its facilities in proper working order. Franchisee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with Franchisee, establish a reasonable time for Franchisee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of Franchisee.

**Section 10. Removal of Unauthorized Facilities.** Within ninety (90) days following written notice from the City, Franchisee shall, at its expense, remove unauthorized facilities and restore public ways and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

- A. Upon expiration, termination, or cancellation of this Franchise;
- B. Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by Franchisee for a period of ninety (90) days;
- C. If the facilities were constructed or installed prior to the effective date of this Franchise; unless such facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City;
- D. If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;
- E. If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or
- F. If the facilities are unauthorized for any reason whatsoever.

Provided, however, that the City may, in its sole discretion, allow a Franchisee to abandon facilities in place. No facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of facilities, the facilities shall become property of the City, and Franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such facilities. The failure of Franchisee to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

**Section 11. Restoration of Public Ways and Other Property.**

- A. When Franchisee, or any person acting on its behalf, does any work in or affecting any public way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City may make the restoration itself at the cost of Franchisee or have them made at the cost of Franchisee.

**Section 12. Use and/or Development Authorization and Permits.** Franchisee shall obtain use and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way. The City must act on applications for use and/or development authorization or required permits within thirty (30) days of receipt of a completed application, unless Franchisee consents to a different time period.

- A. Franchisee shall provide the following information for all facilities that it proposes to construct or install:
  - (1) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:
    - a. The location and route of the proposed facilities;
    - b. When requested by the City, the location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the public way along the proposed route;
    - c. When requested by the City, the location(s), if any, for interconnection with the telecommunication facilities of others;
    - d. The specific trees, structures, improvements, facilities and obstructions, if any, that Franchisee proposes to temporarily or permanently alter, remove or relocate.
  - (2) If Franchisee is proposing to install overhead facilities, evidence of Franchisee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole; if the overhead facilities are subsequently relocated underground, the Franchisee shall relocate underground at no cost to the City.

- (3) If Franchisee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:
    - a. Evidence of ownership or authorization to use such ducts or conduits;
    - b. Conditions of use imposed by the owner(s) of the ducts or conduits;
    - c. If known to Franchisee or reasonably ascertainable to Franchisee, the total capacity of such ducts or conduits; and
    - d. If known to Franchisee or reasonably ascertainable to Franchisee, amount of the total capacity within such ducts or conduits which will be occupied by Franchisee's facilities.
  - (4) If Franchisee is proposing to install underground facilities in new ducts or conduits within the public ways:
    - a. The location proposed for new ducts or conduits;
    - b. The total capacity of such ducts or conduits; and
    - c. The initial listing of collocated facilities located within Franchisee constructed or installed ducts or conduits.
  - (5) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.
  - (6) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.
  - (7) Such other documentation and information regarding the facilities requested by the City.
- B. The requirements of this section do not apply to installation of optical cable necessary to connect a customer of Franchisee to a previously approved facility; provided that neither excavation nor trenching in the public right of way is required, that the optical cable does not cross a distance of more than twenty feet from its point of connection to the approved facility and the point where it exits the public right-of-way, that the optical cable connection meets or exceeds all applicable technical standards required by law, that the optical cable connection is durable and installed in accordance with good engineering, construction, and installation practices and does not interfere with the public use of the public ways, or adversely affect public health safety or welfare, that the optical cable connection is constructed and installed to conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the optical cable connection does not damage or impair the City's urban forest.
- C. The requirements of this section do not apply to repair or maintenance of previously approved overhead facility; provided that the location and size of the previously approved facility is not materially changed, that no additional new facilities are constructed or installed, that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare, that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations, and standards, and that the repair or maintenance activities comply with Chapter 5.56 of the Kennewick Municipal Code.

- D. Franchisee shall not be granted development authorization or issued permits for construction or installation of new facilities unless Franchisee is in full compliance with the provisions of this Franchise and all of Franchisee's existing facilities have been expressly approved by the City in writing.

**Section 13. Hold Harmless and Assumption of Risk.**

A. Hold Harmless.

- (1) Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, to any person, including claims by Franchisee's own employees to which Franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property arising out of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives.
- (2) Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives from any and all claims, costs, damages, judgments, awards, or liability to any person, including claims by Franchisee's own employees, including those claims to which Franchisee might otherwise have immunity under Title 51 RCW, arising out of Franchisee's exercise of the rights, privileges, or authority granted by this Franchise which are made against the City, in whole or in part, due to the City's ownership or control of the public ways or other City property, by virtue of the City permitting the Franchisee's entry, occupancy or use of the public ways, or based upon the City's inspection or lack of inspection of work performed by Franchisee, its officers, employees, servants, agents or representatives.
- (3) These hold harmless covenants include, but are not limited to claims against the City arising as a result of the acts or omissions of Franchisee, its officers, employees, servants, agents or representatives in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this Franchise.
- (4) Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, servants, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the Franchisee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of damage or destruction of Franchisee's facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence of the City.



- (5) In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence.
- (6) It is further specifically and expressly understood that the hold harmless covenants provided herein constitutes the Franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.
- (7) Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these hold harmless covenants. Said hold harmless obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.
- (8) In the event that Franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the hold harmless covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, then Franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this hold harmless clause.

B. Assumption of Risk.

- (1) Franchisee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, servants, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, servants, agents, and representatives for damage to or destruction of the Franchisee's facilities except to the extent any such damage or destruction is caused by or arises from active sole negligence of the City.
- (2) Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, servants, agents, and representatives, and Franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all subrogation claims if it fails to do so.

**Section 14. Insurance.** Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both Franchisee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Franchisee:

- A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:
- (1) \$1,000,000.00 for bodily injury or death to each person;
  - (2) \$1,000,000.00 for property damage resulting from any one accident; and
  - (3) \$5,000,000.00 in aggregate for each respectively.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 per occurrence.
- C. The liability insurance policies required by this section shall be maintained by Franchisee throughout the term of this Franchise, such other periods of time during which Franchisee's facilities occupy public ways, and while Franchisee is engaged in the removal of its facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any facilities pursuant to this Franchise or other work in a public way. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.
- D. In addition to the coverage requirements set forth in this section, each such insurance policy shall contain an endorsement in a form which substantially complies with the following:
- "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 10 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason of nonpayment of premium and until 30 days after receipt by the City, by registered mail, of a written notice addressed to the Kennewick City Manager of intent to cancel or not to renew for reason for any other reason."
- E. At least ten (10) days prior to said cancellation or non-renewal, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this section.

**Section 15. Security Fund.** Franchisee shall establish and maintain a security fund in the amount of eight thousand dollars (\$8,000), at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City. No sums may be withdrawn from the fund by Franchisee without consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's facilities occupy a public way.

- A. The fund shall serve as security for the full and complete performance of this Franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.
- B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:
  - (1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of Franchisee's act or default;
  - (2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;
  - (3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and
  - (4) Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.
- C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.
- D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility.

**Section 16. Taxes, Charges, and Fees.**

- A. Franchisee shall pay and be responsible for all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to RCW Ch. 43.21C. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City.

- B. Franchisee shall pay and be responsible for taxes permitted by law.
- C. In addition to penalties and other remedies for which Franchisee may be subjected, the City reserves the right to impose site-specific charges for placement of structures used to provide personal wireless services. Unless otherwise agreed by the parties, such charges shall be an amount equal to at least one hundred percent (100%) of the costs of construction or installation of such structures.
- D. Franchisee shall pay an administrative fee for franchise renewal to the City of One Thousand Two-Hundred Fifty Dollars (\$1,250.00).

[LB1]

**Section 18. Access to Facilities and Universal Service.**

- A. Franchisee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. If Franchisee purports to serve the general public, it shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the Franchisee's services; provided, however, that nothing in this section shall prohibit Franchisee from making any reasonable classifications among differently situated customers.
- B. Franchisee shall provide Internet access to users of City property, at locations requested by the City, if it is practicable. Franchisee and the City may enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities on City property.

**Section 19. Acquisition of Facilities.** Upon Franchisee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

**Section 20. One-Call System.** Franchisee is responsible for complying with the provisions of Washington's One-Call statutes: RCW Ch. 19.122.

**Section 21. Vacation of Public Ways.** The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this Franchise. If Franchisee has facilities in such public way, the City shall reserve an easement for Franchisee.

**Section 22. Duty to Provide Information.** Within ten (10) days of a written request from the City, Franchisee shall furnish the City with all requested information sufficient to demonstrate:

- A. That Franchisee has complied with all requirements of this Franchise;

- B. That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid; and
- C. Franchisee's obligations under this section are in addition to those provided in subsection 4(E).

**Section 23. Records.**

- A. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.
- B. All documents and records maintained by Franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.
- C. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Franchisee may request, in writing within ten (10) days of the City's request, that the City inspect them at Franchisee's local office. If any documents or records of Franchisee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise, or to verify Franchisee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Franchisee.

**Section 24. Assignment or Transfer.** Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City.

- A. No rights, privileges, or authority under this Franchise shall be assigned, transferred, or disposed of in any manner within twelve 12 months after the effective date of this Franchise.
- B. Absent extraordinary and unforeseeable circumstances, no facility shall be assigned, transferred, or disposed of before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.
- C. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:
  - (1) Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;
  - (2) Any other information reasonably required by the City; and
  - (3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.
- D. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.
- E. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section shall be void and is cause for termination of this Franchise.
- F. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of working control of the Franchisee, or working control of affiliated entities having ownership or working control of Franchisee, or of control of the telecommunications capacity or bandwidth of Franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval. City approval shall not be required for mortgaging purposes or if said transfer is from Franchisee to another person controlled by Franchisee.
- G. All terms and conditions of this Franchise shall be binding upon all successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

**Section 25. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.**

- A. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:
- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
  - (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
  - (3) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
  - (4) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
  - (5) Misrepresentation or lack of candor by or on behalf of Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;
  - (6) Abandonment of facilities;
  - (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
  - (8) Insolvency or bankruptcy of Franchisee.
- B. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use public ways, Franchisee shall be given written notice, and providing Franchisee a reasonable period of time not exceeding thirty (30) days to furnish evidence:
- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
  - (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or
  - (3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.
- C. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.
- D. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by Franchisee, then, Franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council.





least once a year, at the request of the City, actively participate in emergency preparations.

**Section 27. Non-Waiver.** The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

**Section 28. Eminent Domain.** This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

**Section 29. Limitation of Liability.** Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Except for a party's indemnification obligations set forth herein and except for claims arising from a party's intentional misconduct (including employee conduct), in no event shall either party be liable to the other party for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this agreement, including but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated savings, loss of data, incurred or suffered by either party.

**Section 30. Damage to Facilities.** Unless directly and proximately caused by the negligence or willful misconduct of the City, its affiliates, employees or representatives, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

**Section 31. Governing Law and Venue.** This Franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Benton County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

**Section 32. Severability.** If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of

competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity; provided that, if any term or condition of this Franchise relating to Franchisee's right, privilege, or authority to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, Franchisee's authority to construct, install, operate, maintain, or repair overhead facilities shall be deemed void *ab initio*, any overhead facilities shall be deemed to be unauthorized, and Franchisee shall be authorized only to place facilities underground.

**Section 33. Miscellaneous.**

- A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- C. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, as well as costs and reasonable attorneys' fees on appeal, in addition to such other relief as the court may deem proper.
- D. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- E. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.
- F. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.
- G. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

- H. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.
- I. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.
- J. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.
- K. Rights Granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.
- L. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee.

**Section 34. Acceptance of Franchise.** Within thirty (30) days after the passage and approval of this ordinance, this Franchise may be accepted by the Franchisee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof by the Franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30-day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

**Section 35. Publication.** The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington §§ 35A.13.200 and 35A.12.160.

**Section 36. Effective Date.** This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law, but if, and only if, the Franchisee has endorsed this ordinance and accepted the terms and conditions thereof prior to 30 days after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December, 2022.

Attest:

\_\_\_\_\_  
W D MCKAY, Mayor

\_\_\_\_\_  
TERRI WRIGHT, City Clerk

ORDINANCE NO. 6000\_ filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7<sup>th</sup> day of December, 2022

Approved as to Form:

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

\_\_\_\_\_  
TERRI WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_

**ACCEPTANCE:**

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

**LIGHTSPEED NETWORKS, INC DBA LS NETWORKS**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:**

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: \_\_\_\_\_.

**CITY OF KENNEWICK**

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

Printed Name: Terri Wright

Title: City Clerk

# Council Agenda Coversheet



Agenda Item Number	5.d.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	Open Space to Low Density Residential		
Ordinance/Reso #	6002	Contract #	
Project #		Permit #	CPA-2022-0010
Department	Planning		

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

## Recommendation

The Planning Commission recommends approval of CPA-2022-0010 through adoption of Ordinance 6002.

## Motion for Consideration

I move to adopt Ordinance 6002.

## Summary

The applicant, Retter & Company, requests to change the land use designation of 10.35-acres at 2600 S Washington Street from Open Space (OS) to Low Density Residential (LDR). Approval of the request will allow for a small, 13-lot subdivision with an eye toward patrons of the adjacent equestrian center.

The Planning Commission held a public hearing for this application on 15 August 2022. In addition to written comments received in opposition to the proposal, two members of the public also testified in opposition to the Comprehensive Plan Amendment. Comments centered around loss of open space and wildlife habitat. The applicant's proposal retains the existing wooded area, as well as the existing equestrian center, as 9.1-acres of Open Space.

The Planning Commission voted unanimously to recommend approval to City Council.

## Alternatives

None recommended.

## Fiscal Impact

None.

Through	Matt Halitsky Nov 22, 09:09:45 GMT-0800 2022
Dept Head Approval	Anthony Muai Nov 22, 09:26:03 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:26:34 GMT-0800 2022

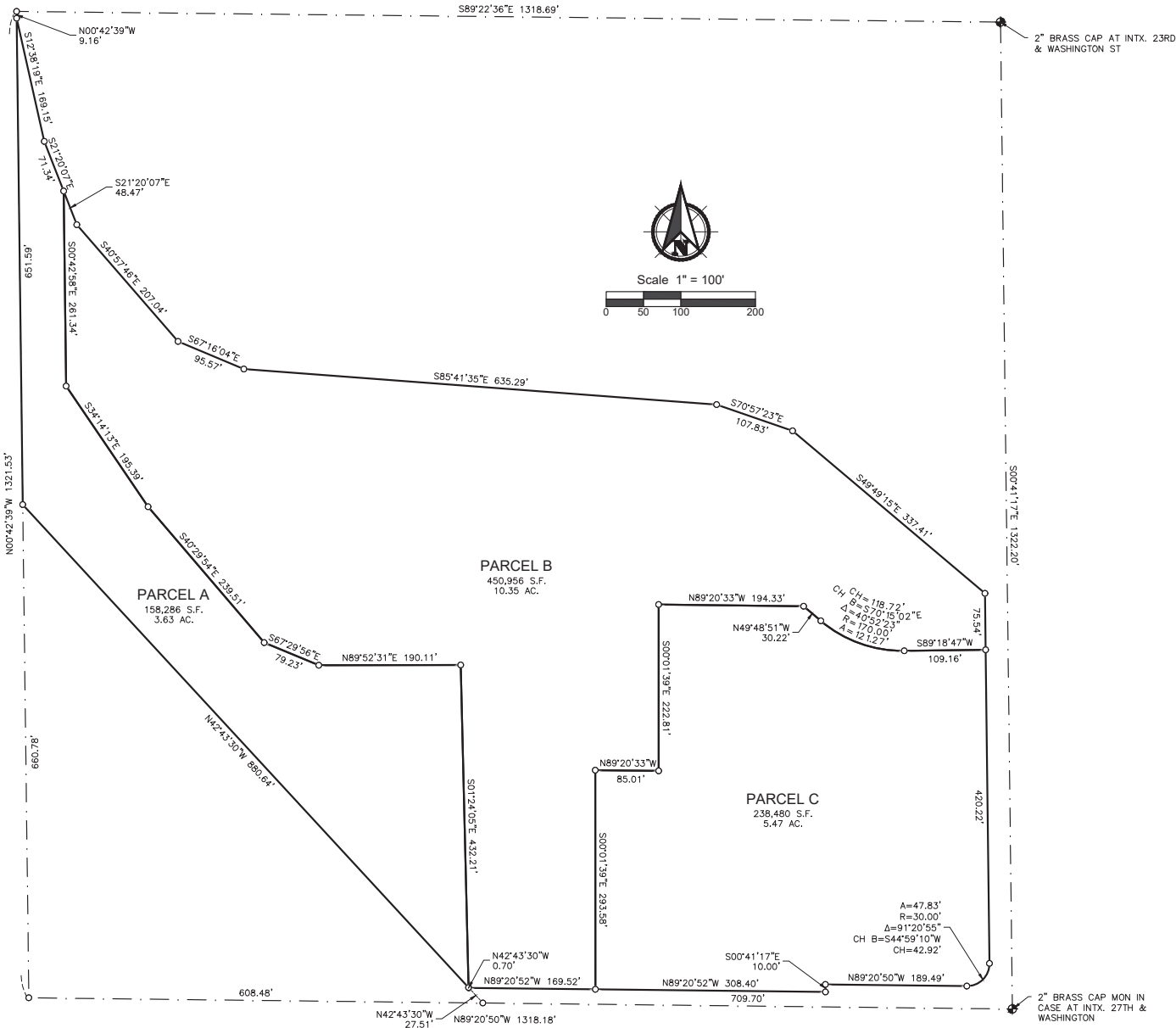
Attachments:

Boundary Map  
Vicinity Map  
Presentation  
PC Action Summary  
Ordinance 6002

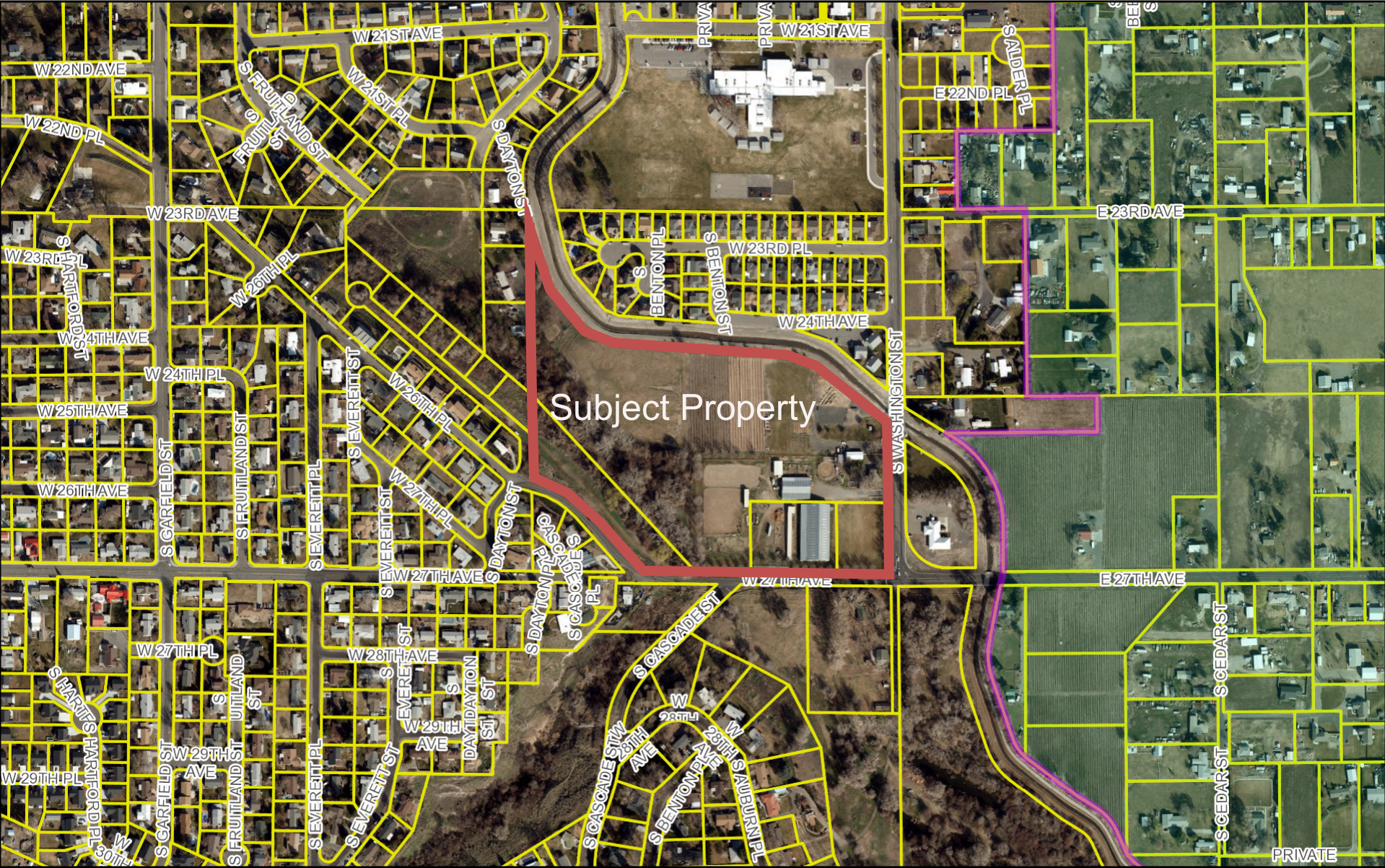
Recording Required?

# BOUNDARY SKETCH

FOR GRAPHICAL REFERENCE ONLY

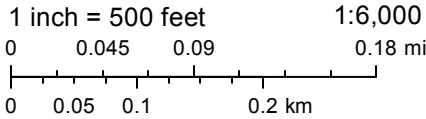


# Aerial Map



August 8, 2022      This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- |                         |                           |                           |
|-------------------------|---------------------------|---------------------------|
| StreetName              | SV_CI_RICHLAND_10         | SurveyParcel              |
| <b>SurveyCityLimits</b> | SV_CI_COUNTY_10           | Historic Bldg on Registry |
| SV_CI_KENNEWICK_10      | SurveyUrbanGrowthBoundary | StructureBridge           |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,



# 2022 Comprehensive Plan Amendment Review

City Council Hearing  
6 December 2022



# Approval Criteria

**KMC 4.12.110 (7) : Approval Criteria.** The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that:

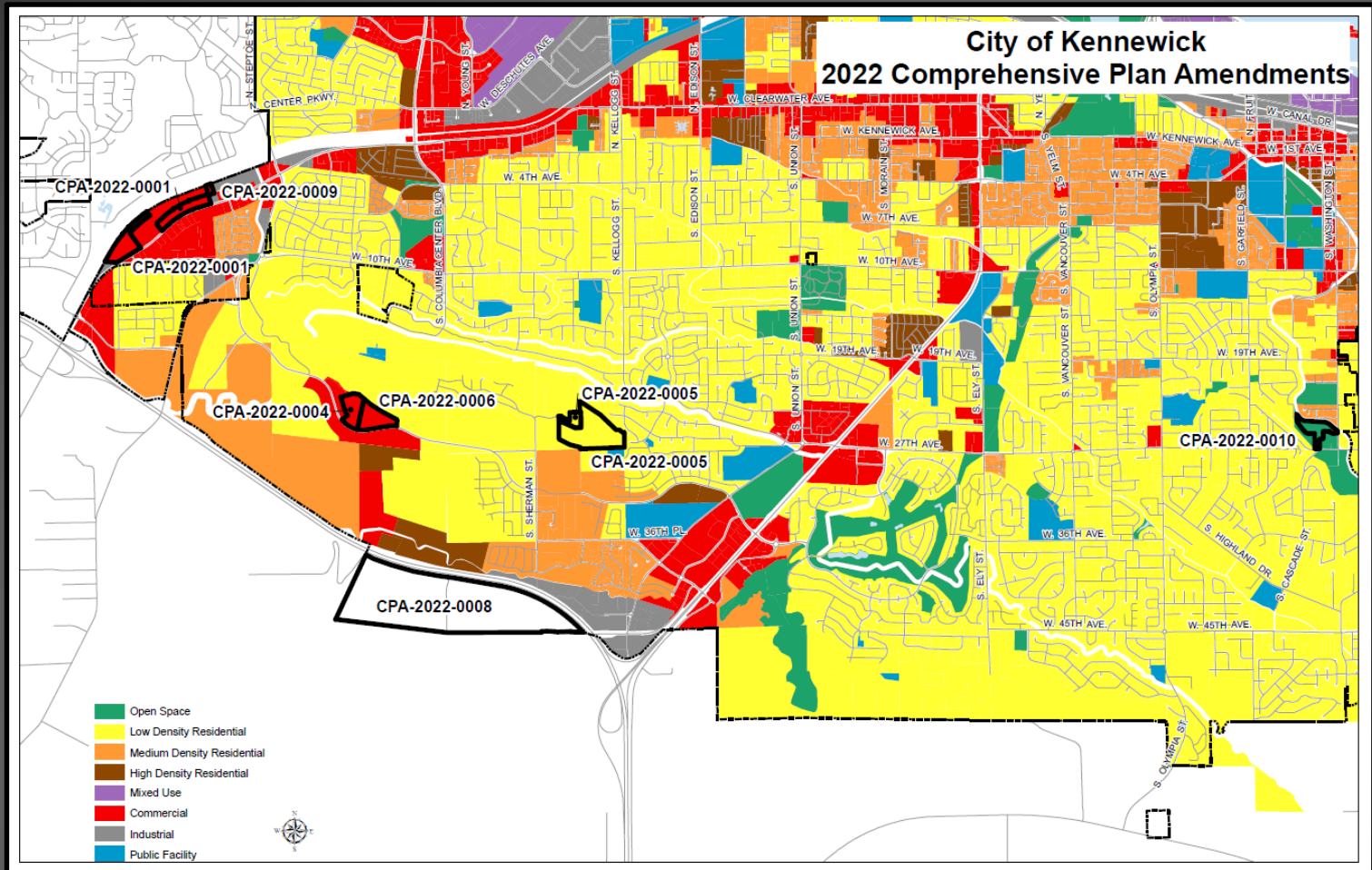
- (a) The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;
- (b) The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted Comprehensive Plan not affected by the amendment;
- (c) The proposed amendment corrects an obvious mapping error; or
- (d) The proposed amendment addresses an identified deficiency in the Comprehensive Plan.
- (e) A rezone shall be treated as an area-wide map amendment when:
  - i. It is initiated by the City and a significant class of property is similarly affected by the proposed rezone; and
  - ii. It is either:
    - A. Based upon an adopted or ongoing comprehensive planning process or undertaken to ensure compliance with or to implement the provisions of the Growth Management Act; or
    - B. Part of the process that includes amending text for this title where such amendments will have a significant impact on a large area of the City.

# Additional Factors

**KMC 4.12.110 (8) :** Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:

- a) The effect upon the physical environment;
- b) The effect on open space and natural features including, but not limited to, topography, streams, rivers, and lakes;
- c) The compatibility with and impact on adjacent land uses and surrounding neighborhoods;
- d) The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;
- e) The quantity and location of land planned for the proposed land use type and density and the demand for such land;
- f) The current and projected project density in the area; and
- g) The effect, if any upon other aspects of the Comprehensive Plan.

# Comprehensive Plan Amendment Map



# CPA-2022-0010

- Open Space (OS) to Low Density Residential (LDR)
- 10.4 acres
- 2600 S Washington Street
- Dave Retter, Retter & Co.



# CPA-2022-0010

## Key Issues

- Loss of Open Space
- A small, 13-lot subdivision is planned
- Future development designed to maintain existing wooded areas and habitat
- Approximately 9.1-acres will remain Open Space

**Planning Commission voted 5-0 to recommend approval.**

Questions?



## **Planning Commission Action Summary**

### **CPA-2022-0010 (OS to LDR)**

The Kennewick Planning Commission conducted a hybrid public hearing on 15 August 2022. All interested parties were notified to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Helgeson moved that the Planning Commission concur with the findings and conclusions contained within staff report CPA-2022-0010 and recommend to City Council approval of the proposed change in land use designation.

#### **Findings:**

1. The applicant is Dave Retter, Retter & Co., 329 N Kellogg St, Kennewick, WA 99336.
2. The owner is Libra Inc. (RJ and DC Hoch), 2921 S Auburn Pl, Kennewick, WA 99337.
3. The request is to change the land use designation from Open Space (OS) to Low Density Residential (LDR).
4. The application was received on 2 May 2022 and was routed for review to various City departments and other local, state and federal agencies for comment on 9 June 2022.
5. The site is currently served by municipal water and sewer.
6. Access to the site is currently provided from S Washington Street.
7. The proposed amendment is adjacent to Open Space and Low Density Residential designated lands.
8. A Determination of Non-Significance was issued on 18 July 2022 for this application. The appeal period for the determination ended on 1 August 2022.
9. A public hearing notification sign was posted on site 28 July 2022.
10. Notice of the public hearing for this application was published in the Tri-City Herald on 31 July 2022. Notices were also mailed to property owners within 300 feet of the site on 28 July 2022.
11. The proposed amendment bears a relationship to the public health, safety, welfare and protection of the environment in that it will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
12. This proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
13. The proposed amendment does not correct an obvious mapping error.
14. This request will not address an identified deficiency in the Comprehensive Plan.



**CONCLUSIONS:**

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for the subject parcel from Open Space (OS) to Low Density Residential (LDR).
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have minimal impact on other aspects of the plan.
4. The proposed amendment will allow for a low density subdivision associated with the existing equestrian facility.
5. Future development of the site has the potential to affect the traffic and park system. Park and Traffic Impact Fees will be determined by the type of development and assessed at the time of development.
6. Access to the site will remain via S Washington Street.

The motion was seconded by Commissioner Gregory. The motion passed unanimously, with Commissioners Stolle, Helgeson, Gregory, Short, and Chairman Morris all in favor.

CITY OF KENNEWICK  
ORDINANCE NO. 6002

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE  
PLAN (CPA 2022-0010, Richmond and Diane Hoch)

WHEREAS, the City of Kennewick, by and through its City Council, and pursuant to the Growth Management Act, directed the Planning Commission of the City of Kennewick to review and update the Comprehensive Plan for the purposes of coordinating all plans and programs relating to the physical and social development of the Kennewick Urban Growth Area and the people therein; and

WHEREAS, the City of Kennewick, in accord with the Growth Management Act and RCW 36.70A.130 and implementing municipal regulations, has directed the Department of Community Planning and the Planning Commission to review and update the plan annually; and

WHEREAS, appropriate public notice has been given and a public hearing held by the Planning Commission on August 15, 2022, concerning the proposed changes, and the same has been reviewed by the Department of Commerce for the review required under RCW 36.70A.106; NOW, THEREFORE:

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

**Section 1.** The following amendment is made to the City of Kennewick Comprehensive Plan Land Use Map as adopted by Resolution 07-12:

1. CPA 2022-0010 – 10.35 acres located at 2600 S. Washington Street (Open Space (OS) to Low Density Residential (LDR)).

**Section 2.** The property is legally described as follows:

**Open Space to Low Density Residential**

PARCEL B

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 IN TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 16TH CORNER OF SAID SECTION 12 AND SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 00°41'17" EAST ALONG THE

EAST LINE OF SAID SECTION 12 A DISTANCE OF 1,322.20 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 89°20'50" WEST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 709.70 FEET; THENCE NORTH 42°43'30" WEST LEAVING SAID SOUTH LINE A DISTANCE OF 27.51 FEET TO THE NORTH RIGHT OF WAY MARGIN OF WEST 27TH AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 42°43'30" LEAVING SAID SOUTH RIGHT OF WAY WEST A DISTANCE OF 0.70 FEET;  
THENCE NORTH 01°24'05" WEST A DISTANCE OF 432.21 FEET;  
THENCE SOUTH 89°52'31" WEST A DISTANCE OF 190.11 FEET;  
THENCE NORTH 67°29'56" WEST A DISTANCE OF 79.23 FEET;  
THENCE NORTH 40°29'54" WEST A DISTANCE OF 239.51 FEET;  
THENCE NORTH 34°14'13" WEST A DISTANCE OF 195.39 FEET;  
THENCE NORTH 00°42'58" WEST A DISTANCE OF 261.34 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF THE COLUMBIA IRRIGATION DISTRICT CANAL;

THENCE ALONG SAID SOUTH RIGHT OF WAY MARGIN THE FOLLOWING COURSES:

THENCE SOUTH 21°20'07" EAST A DISTANCE OF 48.47 FEET;  
THENCE SOUTH 40°57'46" EAST A DISTANCE OF 207.04 FEET;  
THENCE SOUTH 67°16'04" EAST A DISTANCE OF 95.57 FEET;  
THENCE SOUTH 85°41'35" EAST A DISTANCE OF 635.29 FEET;  
THENCE SOUTH 70°57'23" EAST A DISTANCE OF 107.83 FEET;  
THENCE SOUTH 49°49'15" EAST A DISTANCE OF 337.41 FEET TO THE WEST RIGHT OF WAY MARGIN OF SOUTH WASHINGTON STREET;  
THENCE LEAVING SAID SOUTH CANAL RIGHT OF WAY MARGIN SOUTH 00°41'17" EAST ALONG SAID WEST RIGHT OF WAY OF SOUTH WASHINGTON STREET A DISTANCE OF 75.54 FEET;  
THENCE SOUTH 89°18'47" WEST LEAVING SAID WEST RIGHT OF WAY A DISTANCE OF 109.16 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 121.27 FEET, WITH A DELTA ANGLE OF 40°52'23", A CHORD BEARING OF NORTH 70°15'02" WEST, AND A CHORD LENGTH OF 118.72 FEET;  
THENCE NORTH 49°48'51" WEST A DISTANCE OF 30.22 FEET;  
THENCE NORTH 89°20'33" WEST A DISTANCE OF 194.33 FEET;  
THENCE SOUTH 00°01'39" EAST A DISTANCE OF 222.81 FEET;  
THENCE NORTH 89°20'33" WEST A DISTANCE OF 85.01 FEET;  
THENCE SOUTH 00°01'39" EAST A DISTANCE OF 293.58 FEET TO SAID NORTH RIGHT OF WAY MARGIN OF WEST 27TH AVENUE;

THENCE NORTH 89°20'52" WEST ALONG SAID NORTH RIGHT OF WAY  
A DISTANCE OF 169.52 FEET TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 450,956 SQUARE FEET, 10.35 ACRES, MORE OR  
LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF  
RECORD.

**Section 3.** This ordinance shall be in full force and effect five days from and after its passage,  
approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this  
6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December,  
2022.

Attest:

\_\_\_\_\_  
W.D. MCKAY, Mayor

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6002 filed and recorded  
in the office of the City Clerk of the City of  
Kennewick, Washington this 7<sup>th</sup> day of  
December, 2022.

Approved as to Form:

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

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: \_\_\_\_\_

**KENNEWICK PLANNING COMMISSION  
AUGUST 15, 2022  
MEETING MINUTES**

**CALL TO ORDER**

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

Chairman Morris made the following statement:

“Tonight’s meeting will be conducted through a hybrid platform which allows commissioners and the public to participate in the meeting both in person and through an online meeting platform. Should an individual Planning Commissioner become unexpectedly disconnected from the virtual platform, please rejoin the meeting at your first opportunity. The record will reflect your attendance. The meeting will proceed so long as a quorum of Planning Commissioners are present. Please activate your mute button when not speaking”.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

Present: Chairman Victor Morris, Commissioner Tina Gregory (*in person*), Vice Chairman Clark Stolle, Commissioners Thomas Helgeson and Ken Short (*remotely*).

Excused: Commissioners James Hempstead and Nikki Griffith.

Unexcused: None

Staff: Anthony Muai, AICP Planning Director; Steve Donovan, AICP Planning Manager; Matt Halitsky, AICP Senior Planner; Chris Bowman, Assistant Planner; Melinda Didier, CPT Community Planning Administrative Assistant/Recorder.

Chairman Morris made the following statement:

“Next item is the Approval of the Consent Agenda. All matters listed within the Consent Agenda have been distributed to each member of the Kennewick Planning Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Planning Commission with no separate discussion.”

Chairman Morris called for a motion to approve the Consent Agenda.

Commissioner Hempstead moved to approve the Consent Agenda; Commissioner Gregory seconded the motion. The motion passed unanimously on a roll call vote.

**CONSENT AGENDA**

- a. Approval of Agenda
- b. Approval of June 20, 2022 Minutes
- c. Motion to enter Staff Report(s) into the Record

**PUBLIC HEARING(S):**

Chairman Morris made the following statement:

Good evening and welcome to the August 15, 2022 Kennewick Planning Commission meeting:

It's important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one three-minute opportunity to address the Planning Commission.

If you are attending Via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearing shall be as follows:

- 1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
- 2. The applicant or applicant's representative(s) presentation;
- 3. Other testimony in FAVOR of the request;
- 4. Testimony either NEUTRAL or AGAINST the request;
- 5. Final staff comments.
- 6. Close the public hearing and discuss proposed code amendment or change of zone request.

**PUBLIC HEARINGS**

**Chairman Morris opened the hybrid in-person and virtual public hearing at 6:44 p.m. for Comprehensive Plan Amendment (CPA) #2022-0001, proposing to change the land use designation for approximately 25.41 acres located at 11358 W. Clearwater Avenue from Commercial (C) to High Density Residential (HDR).**

Chairman Morris asked about the staff memo requesting continuance.

Mr. Donovan said that City staff has initiated a Commercial Lands and Market Analysis that will help determine the City's future needs for commercially zoned lands. At this time staff is not prepared to make a recommendation on the proposed amendment. The land analysis will be complete in mid to late September; subsequently staff is requesting a continuance of the Public Hearing for CPA-2022-0001 to October 17, 2022.

**Planning Commission questions:** Commissioner Stolle asked if staff will provide commissioners of the findings of the commercial lands analysis; Chair Morris asked about the difference between CPA-2022-0001 and -0008. There will be no actual staff report until CPA-2022-0008. Mr. Muai said for each Comp Plan Amendment on the agenda prior to CPA-2022-0008, there will be no staff report, only the memo requesting continuance.

Chairman Morris asked for a motion.

Commissioner Gregory moved that the Planning Commission continue the August 15, 2022 Hearing for CPA-2022-0001 to October 17, 2022.

Commissioner Helgeson seconded the motion.

**Planning Commission Discussion:** None

The motion passed on a unanimous roll call vote.

**Chairman Morris opened the hybrid in-person and virtual public hearing at 6:55 p.m. for Comprehensive Plan Amendment (CPA) #2022-0003, proposing a City initiated comprehensive plan text amendment to update tables and statistics to reflect current fact and figures for 2022.**

Chairman Morris asked for the staff report.

Mr. Donovan said that City staff has initiated a Commercial Lands and Market Analysis that will help determine the City's future needs for commercially zoned lands. At this time staff is not prepared to make a recommendation on the proposed amendment. The land analysis will be complete in mid to late September; the land use analysis will help determine the City's future needs for commercially zoned lands and housing needs. Subsequently staff is requesting a continuance of the Public Hearing for CPA-2022-0003 to October 17, 2022.

**Planning Commission questions:** None

Chairman Morris asked for a motion.

Commissioner Helgeson moved that the Planning Commission continue the August 15, 2022 Hearing for CPA-2022-0003 to October 17, 2022.

Commissioner Gregory seconded the motion.

**Planning Commission Discussion:** None

The motion passed on a unanimous roll call vote.

**Staff Comments:**

None

**Chairman Morris opened the hybrid in-person and virtual public hearing at 6:58 p.m. for Comprehensive Plan Amendment (CPA) #2022-0004, proposing to change the land use designation for approximately 11.29 acres located at 8428 Bob Olson Parkway from Commercial (C) to High Density Residential (HDR).**

Chairman Morris asked for the staff report.

Mr. Donovan said that City is requesting a continuance of the August 15, 2022 Public Hearing for CPA-2022-0004 to October 17, 2022 staff again has initiated a Commercial Lands and Market Analysis that will help determine the City's future needs for commercially zoned lands. At this time staff is not prepared to make a recommendation on the proposed amendment.

**Planning Commission questions:** None

**Staff Comments:**

None

Chairman Morris asked for a motion.

Commissioner Gregory moved that the Planning Commission continue the August 15, 2022 Hearing for CPA-2022-0004 to October 17, 2022.

Vice Chairman Stolle seconded the motion.

**Planning Commission Discussion:** None

The motion passed on a unanimous roll call vote.

**Chairman Morris opened the hybrid in-person and virtual public hearing at 7:01 p.m. for Comprehensive Plan Amendment (CPA) #2022-0006, proposing to change the land use designation for approximately 13.76 acres located at 8224 Bob Olson Parkway from Commercial (C) to High Density Residential (HDR).**

Chairman Morris asked for the staff report.

Mr. Donovan said that City staff has initiated a Commercial Lands and Market Analysis that will help determine the City's future needs for commercially zoned lands. At this



time staff is not prepared to make a recommendation on the proposed amendment. The land analysis will be complete in mid to late September; subsequently staff is requesting a continuance of the Public Hearing for CPA-2022-0006 to October 17, 2022.

**Planning Commission questions:** None

Chairman Morris asked for a motion.

Commissioner Helgeson moved that the Planning Commission continue the August 15, 2022 Hearing for CPA-2022-0006 to October 17, 2022.

Commissioner Gregory seconded the motion.

**Planning Commission Discussion:** None

The motion passed on a unanimous roll call vote.

**Chairman Morris opened the hybrid in-person and virtual public hearing at 7:04 p.m. for Comprehensive Plan Amendment (CPA) #2022-0008, proposing to designate a 222.87- acre parcel as Industrial (I). The address is to be determined and generally located between Christensen Road and I-82. The applicant is the City of Kennewick, the property owner is ELDA WA CA, LLC.**

Chairman Morris asked for the staff report.

Mr. Halitsky reviewed the staff report noting that the proposal is City initiated to designate a recently annexed 222.87 - acre parcel as Industrial.

**Planning Commission questions:** None

**Testimony of Applicant/Applicant's Representative:**

The City is the Applicant.

**Testimony in Favor of the Request (In person or Virtual):**

None.

**Testimony Neutral/Against the Request (In person or Virtual):**

None

**Staff Comments:**

None

**Public Testimony for CPA-2022-0008 closed at 7:06 p.m.**

Chairman Morris asked for a motion.

Vice Chair Stolle moved to concur with the findings and conclusions in staff report CPA-2022-0008 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Helgeson seconded the motion.

**Planning Commission Discussion: None**

The motion passed on a unanimous roll call vote.

**Chairman Morris opened the hybrid in-person and virtual public hearing at 7:08 p.m. for Comprehensive Plan Amendment (CPA) #2022-0009, proposing to change the land use designation for approximately 1.24 acres located at 9496 W. Clearwater Avenue from High Density Residential (HDR) to Industrial (I). Applicant is Knutzen Engineering, 5401 Ridgeline Dr. #160, Kennewick, WA 99338. Owners are Tom and Vicki Solbrack.**

Chairman Morris asked for a staff report.

Mr. Halitsky reviewed the staff report, staff is recommending approval of the request, and asked if there were questions for staff.

**Planning Commission questions: None.**

**Testimony of Applicant/Applicant's Representative (In person or Virtual): None.**

**Testimony in Favor of the Request (In person or Virtual): None.**

**Testimony Neutral/Against the Request (In person or Virtual): None.**

**Staff Comments: None.**

**Public Testimony for CPA 2022-0009 closed at 7:10 p.m.**

Chairman Morris asked for a motion.

Commissioner Helgeson moved to concur with the findings and conclusions in staff report CPA 2022-0009 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Gregory seconded the motion.

**Planning Commission Discussion:** None

The motion passed on a unanimous roll call vote.

**Chairman Morris opened the hybrid in-person and virtual public hearing at 7:12 p.m. for Comprehensive Plan Amendment (CPA) #2022-0010, proposing to change the land use designation for approximately 10.4 acres located at 2600 S. Washington Street from Open Space (OS) to Low Density Residential (LDR). Applicant is Dave Retter, Retter & Co., 329 N. Kellogg Street, Kennewick WA 99336. Owner is RJ & DC Hoch, Libra Inc., 2921 S. Auburn Place, Kennewick, WA 99337.**

Chairman Morris asked for the staff report.

Mr. Halitsky reviewed the staff report, and noted for the Commissioners and addition to the packet of a comment letter received after packet publication. The comment letter was entered into record as Exhibit A-6. Mr. Halitsky read a summary of Exhibit A-6 and noted the concerns expressed in the letter.

**Planning Commission questions:** The location of the trees on the site that are an area of concern for the writer of the comment letter (Ex. A-6); if the trees are located on the south section of the site; are 13 units the maximum allowed for low density; what the potential maximum number of units for the proposal.

**Testimony of Applicant/Applicant's Representative:**

Dave Retter, Owner's Representative  
Retter & Co.  
3205 S. Auburn Street  
Kennewick 99336

Here to answer any questions; proposal put together months ago, with interest rates raising the market changes. First concept to make this happen; if we wanted to make it the maximum number of units, then that's what would have happened. This is our proposal.

**Testimony in Favor of the Request (In-person & Virtual):** None

**Testimony Neutral/Against the Request In-person & Virtual):**

Tina Goodnight  
50 W. 24<sup>th</sup> Avenue  
Kennewick 99337

I oppose the project; was wondering if trailers will be situated instead of frame houses. There is a lot of dumping in the river on the property and birds and animals in that area.

Justin Wyant  
2314 S. Benton Place  
Kennewick 99337

Expressed concerns about directly north of the site there is a shelter belt of old growth trees with hawks, owls, falcons, kestrels and is a unique area. Questioned the environmental impact for 13 houses to be sandwiched in that space.

**Staff Comments:**

Mr. Halitsky noted that staff elicited comments from Fish & Wildlife relative to the proposal and will do so again for any potential re-zone and subdivision proposals for this area; did not receive any formal comment from any environmental agency yet.

Dave Retter, Owner's Representative – the owner has owned this property for a long time; when he approached us with this idea we said we would do our best to accommodate that; piece of ground surrounded by low density residential and the entire parcel could be developed with multiple homes; the owner could have sold it to a production builder instead.

**Public Testimony for CPA 2022-0010 closed at 7:22 p.m.**

Chairman Morris asked for a motion.

Commissioner Helgeson moved to concur with the findings and conclusions in staff report CPA 2022-0010 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Gregory seconded the motion.

**Planning Commission Discussion:** Is this a comprehensive plan amendment and not a zone change.

*\*There was audio technical difficulty and Vice-Chair Stolle's remote connection temporarily was lost. Ms. Didier re-read the motion and second and Vice Chairman Stolle said yes. The motion passed on a unanimous roll call vote.*

**VISITORS NOT ON AGENDA:**

None.

**OLD BUSINESS:**

- a. City Council Action Updates: COZ 2022-0010 was approved by City Council.

**NEW BUSINESS:**

Mr. Donovan reviewed the next steps and timeline for the 2022 Comprehensive Plan Amendments; September 19<sup>th</sup> will be the Planning Commission Hearing for CPA-2022-0005; CPA-2022-0001, -0003, -0004, -0006 will all go to the October 17, 2022 Planning Commission Hearing.

**REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:**

Chairman Morris attended the Vista Field opening on June 16 and on July 11 attended a Kennewick Hearing Examiner meeting. On September 19, Chairman Morris will be out of town for business.

**ADJOURNMENT:**

The meeting adjourned at 7:31 p.m.



**Comprehensive Plan Amendment 2022-0010**

**REQUEST:** Change 10.4-acres from Open Space (OS) to Low Density Residential (LDR)

**APPLICANT:** Retter & Co.

**OWNER:** Libra Inc.



*Not to scale*

**SITE INFORMATION**

- **Size:** 10.4 acres
- **Location:** 2600 S Washington Street
- **Topography:** Flat
- **Existing Comprehensive Plan Designation:** Open Space
- **Existing Zoning:** Open Space (OS)
- **Existing Land Use:** Equestrian Center

**EXHIBITS**

- **Exhibit A-1:** Aerial Map
- **Exhibit A-2:** Land Use Map
- **Exhibit A-3:** Application
- **Exhibit A-4:** Environmental Determination
- **Exhibit A-5:** Ecology Comment Letter

**APPLICATION PROCESS**

- Application Submitted 2 May 2022
- Application routed for comments 13 June 2022
- Determination of Non-Significance was issued on 18 July 2022
- Appeal Period for the DNS ended 1 August 2022
- A property posting sign notifying the public of a public hearing on this request was posted on the site on 28 July 2022
- Notice of Hearing published 31 July 2022
- Notice of Hearing mailed 28 July 2022

**SURROUNDING COMPREHENSIVE PLAN, ZONING AND LAND USES**

North	Comprehensive Plan – Medium Density Residential Zoning – Residential, Medium (RM) Existing Land Uses – Residential Subdivision
South	Comprehensive Plan –Open Space, Low Density Residential Zoning –Open Space (OS), Residential, Low Density (RL) Existing Land Uses – Private Farm
East	Comprehensive Plan – Low Density Residential Zoning – Residential, Low Density (RL); with County beyond Existing Land Uses – Kennewick Valley Grange #731
West	Comprehensive Plan – Low Density Residential Zoning – Residential, Suburban (RS); Residential, Low (RL) Existing Land Uses – Single Family Residential Neighborhoods

**REGULATORY CONTROLS**

- City of Kennewick Comprehensive Plan
- Kennewick Municipal Code Title 4
- Kennewick Municipal Code Title 18

**DESCRIPTION OF REQUEST**

The applicant requests to change 10.4 acres from Open Space to Low Density Residential.

**COMPLIANCE WITH TITLE 4 (ADMINISTRATIVE PROCEDURES)**

**KMC 4.12.110(7): Approval Criteria. The City may approve Comprehensive Plan Amendments and area-wide zone map amendments if it finds that the request meets one or more of the following:**

1. The proposed amendment bears a substantial relationship to the public health, safety, welfare, and protection of the environment;  
The proposed amendment will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
2. The proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City’s adopted comprehensive plan not affected by the amendment;  
This amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City’s adopted comprehensive plan not affected by the amendment.
3. The proposed amendment corrects an obvious mapping error; or  
This request does not correct a mapping error.

4. The proposed amendment addresses an identified deficiency in the Comprehensive Plan.  
*Table 2: Land Use Inventory* of the Comprehensive Plan identifies a deficit in lands designated as Open Space within the City. That said, 9.1 acres will remain as Open Space under the applicant's proposal.

**KMC 4.12.110(8): Additional Factors. The City must also consider the following factors prior to approving Comprehensive Plan Amendments:**

1. The effect upon the physical environment;  
The proposal will allow for a small, 13-lot subdivision for patrons of the adjacent equestrian center. The subject parcel is surrounded by lower density, residential development, and the proposal is consistent with that aesthetic. As mentioned above, 9.1 acres of the current site will be reserved as Open Space. With much of that located to the south, east, and west, the area designated as Open Space will act as a buffer to existing residential neighborhoods. New construction shall be consistent with the adopted Single-Family Residential Design Standards.
2. The effect on open space and natural features including, but not limited to topography, streams, rivers, and lakes;  
The applicant's proposal will remove 10.4-acres of Open Space for use as Low Density Residential. The proposed development is clustered to preserve existing natural features and wetlands on-site. As indicated above, 9.1 acres of the subject property will be maintained as Open Space.
3. The compatibility with and impact on adjacent land uses and surrounding neighborhoods;  
The proposal is consistent with existing land use patterns surrounding the property, which is designated as Low and Medium Density Residential. As indicated above, new development will be required to meet the adopted Single-Family Residential Design Standards, which mandate landscaping and lighting requirements to minimize impacts to adjacent properties.
4. The adequacy of, and impact on community facilities, including utilities, roads, public transportation, parks, recreation, and schools;  
The future use of the property will determine the adequacy and impact on community facilities. Currently, public amenities such as water and sewer exist along S Washington Street adjacent to the subject property. Neither the Public Works nor the Fire Departments have commented on the proposed application. Both will have an opportunity to comment and require upgrades once a future development application is submitted.
5. The quantity and location of land planned for the proposed land use type and density and the demand for such land;  
Comprehensive Plan Table 2: Land Inventory identifies a deficit of roughly 651-acres of land designated as Open Space within the City. Conversely, there is a surplus of 1,476-acres of land designated as Low Density Residential. The transfer of 10.4-acres from Open Space to Low Density Residential will not substantially effect either inventory. As previously mentioned, 9.1-acres of the subject parcel will remain Open Space. In addition, the single-family residential subdivision envisioned will be consistent with existing development surrounding the property.
6. The current and projected project density in the area; and  
The subject property is currently zoned Open Space and developed with an existing equestrian center. The proposed Low Density Residential designation allows single-family residential development with a minimum lot size of 7,500 square feet if rezoned as Residential, Low Density (10,500 square feet is rezoned to Residential, Suburban). Thus, a change in designation of 10.4



acres has the potential for 43-60 single-family lots depending on a future rezone to either RS or RL. The applicant currently envisions 13 lots.

7. The effect, if any upon other aspects of the Comprehensive Plan.

The proposed change will not affect any other aspects of the Comprehensive Plan.

**PUBLIC COMMENT**

Staff has received no public comment either for or against the proposed amendment to date.

**AGENCY COMMENTS**

In a letter dated 22 June 2022, the Washington Department of Ecology indicated the subject property is located in an area that once held an historic orchard. Ground contamination from pesticides containing arsenic may be present. Soil testing is required and remediation may be necessary prior to any ground disturbing activities.

**ANALYSIS OF REQUEST**

The proposal is to change the land use designation of 10.4-acres from Open Space to Low Density Residential. As indicated in Exhibit A-3, the applicant's intent is to develop a 13-lot subdivision to accommodate patrons of the on-site equestrian center with nearby housing opportunities. The potential subdivision will access both S Washington Street and W 27<sup>th</sup> Avenue, and be clustered to avoid wetlands present on site and preserve 9.1-acres of currently designated Open Space.

Though the Comprehensive Plan identifies a current deficit in land designated as Open Space, with a surplus of land designated Low Density Residential, a change of 10.4-acres is not significant to either inventory. Moreover, the parcel has only been designated as Open Space since 2008, when a Comprehensive Plan Amendment (CPA 07-03) changed the land use designation from Low Density Residential. The subject parcel is surrounded by low and medium density residential subdivisions, and the future subdivision is consistent with that density. In addition, as currently drawn the potential residential development will be buffered from established residential neighborhoods to the south, east, and west by land designated Open Space. Columbia Canal Number 3 flanks the north property line.

Overall, the applicant's proposal is congruous with existing development patterns in the area. Future development is required to meet city regulations relative to zoning, traffic, landscaping, and lighting, and must be consistent with the Single-Family Residential Design Standards.

To date, no public comment has been received either for or against the applicant's proposal.

**FINDINGS**

1. The applicant is Dave Retter, Retter & Co., 329 N Kellogg St, Kennewick, WA 99336.
2. The owner is Libra Inc. (RJ and DC Hoch), 2921 S Auburn Pl, Kennewick, WA 99337.
3. The request is to change the land use designation from Open Space (OS) to Low Density Residential (LDR).
4. The application was received on 2 May 2022 and was routed for review to various City departments and other local, state and federal agencies for comment on 9 June 2022.
5. The site is currently served by municipal water and sewer.
6. Access to the site is currently provided from S Washington Street.
7. The proposed amendment is adjacent to Open Space and Low Density Residential designated lands.

8. A Determination of Non-Significance was issued on 18 July 2022 for this application. The appeal period for the determination ended on 1 August 2022.
9. A public hearing notification sign was posted on site 28 July 2022.
10. Notice of the public hearing for this application was published in the Tri-City Herald on 31 July 2022. Notices were also mailed to property owners within 300 feet of the site on 28 July 2022.
11. The proposed amendment bears a relationship to the public health, safety, welfare and protection of the environment in that it will not allow the property to be rezoned to a zoning district that will permit uses which may have the potential to negatively impact the public health, safety, welfare and protection of the environment.
12. This proposed amendment is consistent with the requirements of Chapter 36.70A RCW and with the portion of the City's adopted comprehensive plan not affected by the amendment.
13. The proposed amendment does not correct an obvious mapping error.
14. This request will not address an identified deficiency in the Comprehensive Plan.

### **CONCLUSIONS**

1. Pursuant to Chapter 4.08 of the Kennewick Municipal Code, the lead agency has determined that the proposed amendment does not have a probable significant adverse impact on the environment.
2. The proposed amendment will change the land use designation for the subject parcel from Open Space (OS) to Low Density Residential (LDR).
3. The proposed amendment is consistent with the City of Kennewick Comprehensive Plan and will have minimal impact on other aspects of the plan.
4. The proposed amendment will allow for a low density subdivision associated with the existing equestrian facility.
5. Future development of the site has the potential to affect the traffic and park system. Park and Traffic Impact Fees will be determined by the type of development and assessed at the time of development.
6. Access to the site will remain via S Washington Street.

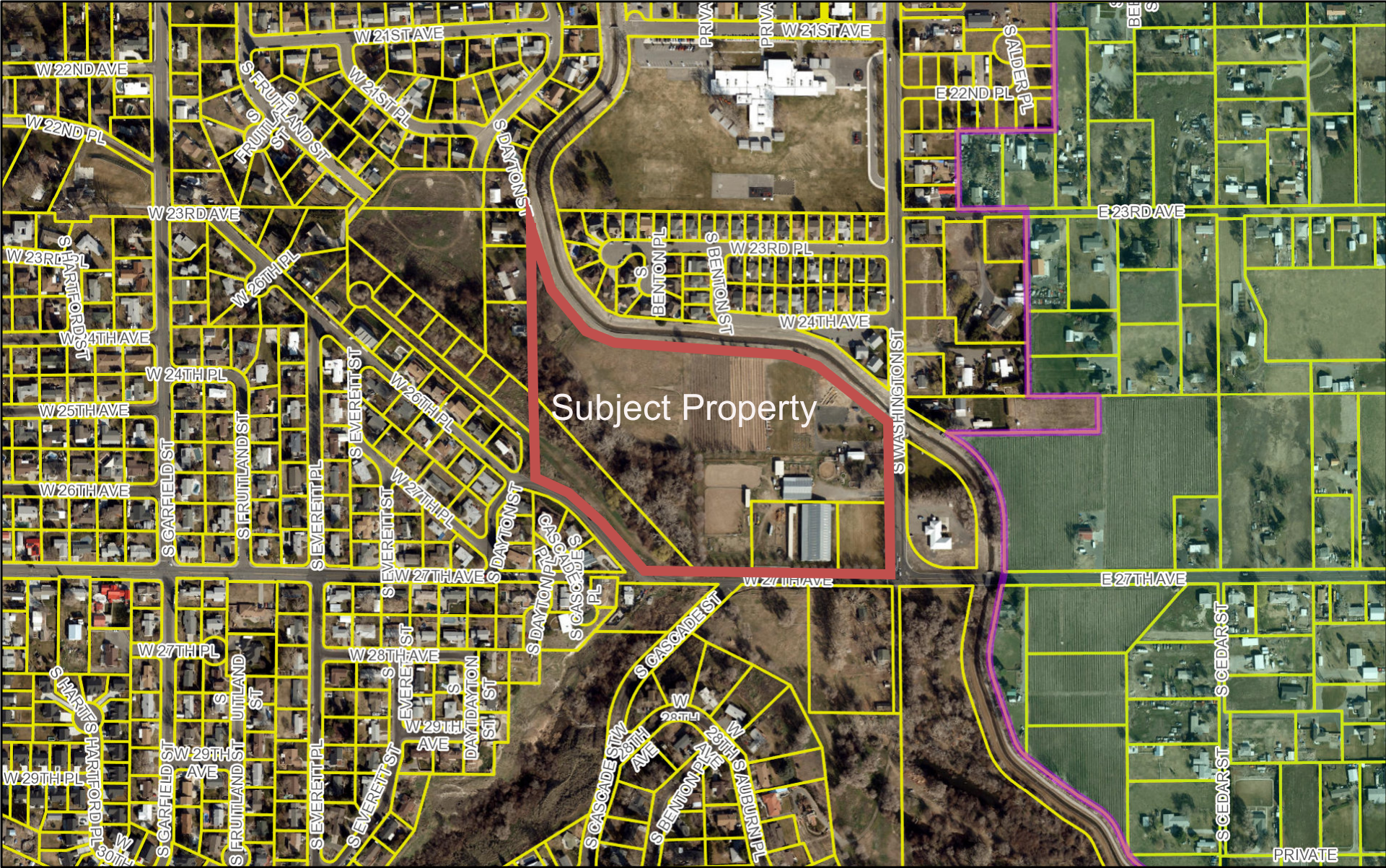
### **Recommendation**

Staff recommends the Planning Commission concur with the findings and conclusions contained within staff report CPA-2022-0010 and recommend approval of the amendment to City Council.

### **Motion**

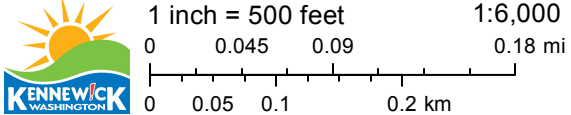
I move that the Planning Commission concur with the findings and conclusions contained within staff report CPA-2022-0010 and recommend approval of the amendment to City Council.

# Aerial Map



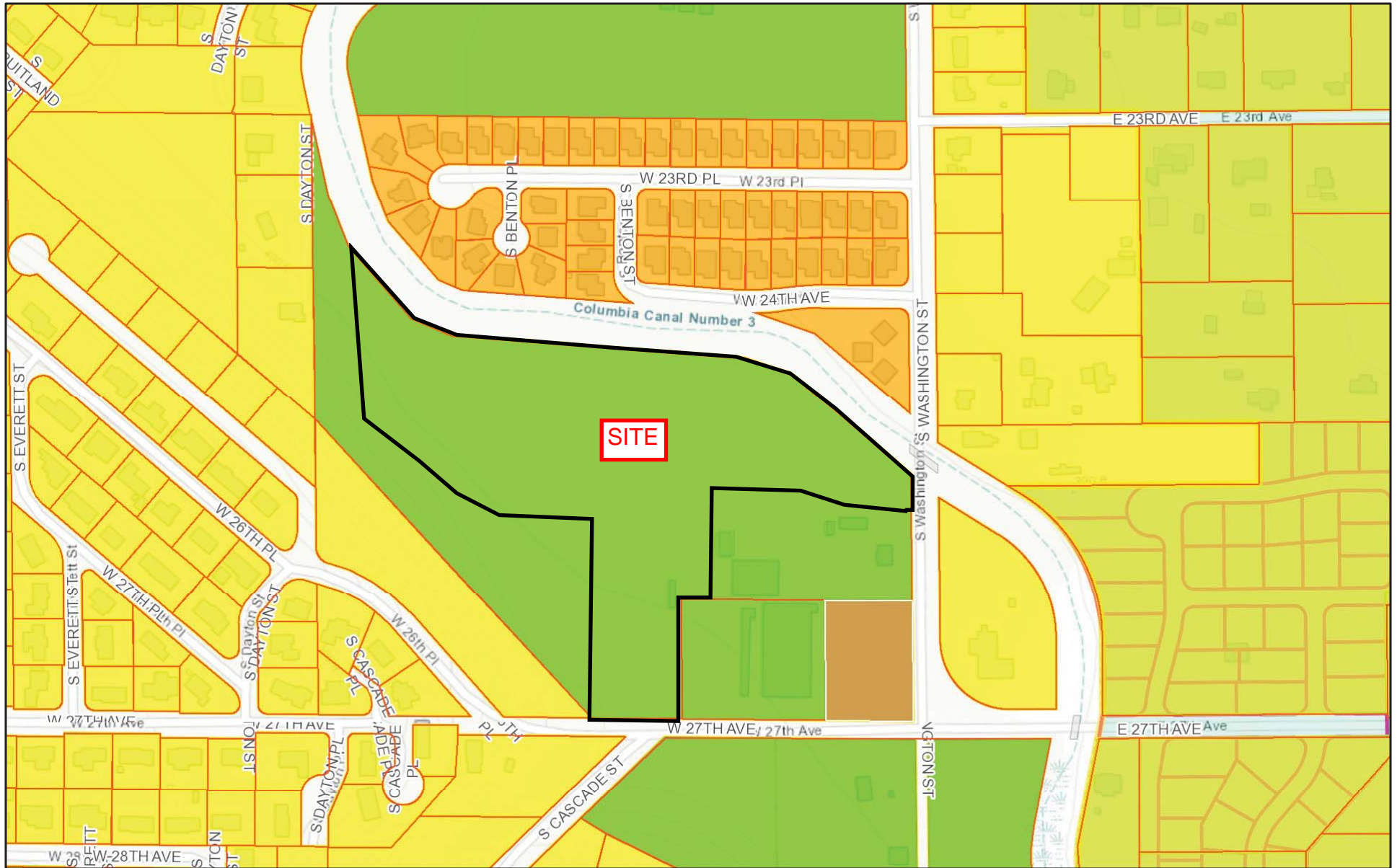
August 8, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- |                    |                           |                           |
|--------------------|---------------------------|---------------------------|
| StreetName         | SV_CI_RICHLAND_10         | SurveyParcel              |
| SurveyCityLimits   | SV_CI_COUNTY_10           | Historic Bldg on Registry |
| SV_CI_KENNEWICK_10 | SurveyUrbanGrowthBoundary | StructureBridge           |








Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

# Utilities Map



May 6, 2022

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

CountyParcelLayer	<b>SurveyAddressPoint</b>	 Building	Parcel
StreetName	 <all other values>	 Condo	
	 Apartment	 Mobile Home	



1 inch = 300 feet      1:3,600  
 0    0.0275    0.055      0.11 mi  
 0    0.0425    0.085      0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

CITY OF KENNEWICK  
COMMUNITY PLANNING & DEVELOPMENT SERVICES  
APPLICATION (general form)

Exhibit A-3

PROJECT # \_\_\_\_\_ - \_\_\_\_\_ PLN- \_\_\_\_\_ - \_\_\_\_\_ FEE \$ 1423.00

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1  Tier 2  Tier 3  Binding Site Plan   
Short Plat  Conditional Use  Other Comp Plan Amendment

Environmental Determination PLN- \_\_\_\_\_ - \_\_\_\_\_ Pre Application Meeting PLN- \_\_\_\_\_ - \_\_\_\_\_

Applicant: Dick Hoch and Matt Smith C/O Dave Retter

Address: 2921 S Auburn Pl. Kennewick, WA 9937

Telephone: 509-539-1311 Cell Phone: 509-539-1311 Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Property Owner (if other than applicant): Libra Inc. Soley owned by RJ and DC Hoch

Address: 2921 S. Auburn Pl. Kennewick, WA 99337

Telephone: 509-539-9829 Cell Phone: \_\_\_\_\_ E-mail rjhoch@sigmafinancialgroup.com

**SITE INFORMATION**

Parcel No. 128940000016000 128940000018000 128940000019000 Acres 19.47 Zoning: open space

Address of property: 2600 S. Washington St. Kennewick, Wa

Number of Existing Parking Spaces 0 Number of Proposed (New) Parking Spaces 0

Present use of property Equestrian Center and Farming

Size of existing structure: n/a sq. ft. Size of Proposed addition/New structure: n/a sq. ft.

Height of building: n/a Cubic feet of excavation: City streets Cost of new construction new homes

Benton County Assessor Market Improvement Value: \$343,780.00

Description of Project: changing zoning from open space to RL on approximately 10.4 acres and leaving the remaining land 9.1 acres in open space

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Matt Smith  
Applicant's Signature

Dick Hoch President  
Signature of owner or owner's authorized representative  
of Libra, Inc.

Date: 5/2/2022

**SUPPLEMENTAL QUESTIONS**

1. *What are the reasons for the requested amendment?*

Rezone to RL on approximatley 1/2 of the total acreage to allow for the building of residential homes on the site.

2. *Which elements of the comprehensive plan will be affected?*

Housing  
Land Use

3. *Please explain how the affected elements will be impacted if the proposal is approved. Include detailed information on utilities and their associated plans as well as the effect on emergency services, parks, schools, etc.*

Land Use and Housing elements... All utilities are adjacent to this property. There will be 13-20 new homes in the proposed plat if Comp Plan is approved. The is property is adjacent to other RL zone land.

4. *Please explain how the proposed amendment will implement the comprehensive plan and be in the best interest of Kennewick referencing appropriate goals and policies contained in the plan.*

When approved this plan will allow the developer to provide housing adjacent to property which lends itself to the public that has an interest in having horses for their families. No other plan offers this.

5. *Please explain any other substantiated information in support of the proposed amendment.*

The asked for Comp Plan amendment is adjacent to RL zoning and will allow for the continued use of horse property which is currently in use and approved by the City of Kennewick many years ago.

**RECORD SURVEY  
AND TOPOGRAPHICAL SURVEY  
LIBRA INC**

PORTION OF THE SE 1/4 OF THE SE 1/4  
SECTION 12 T8N, R29E, W4M,  
KENNEWICK, BENTON COUNTY, WASHINGTON

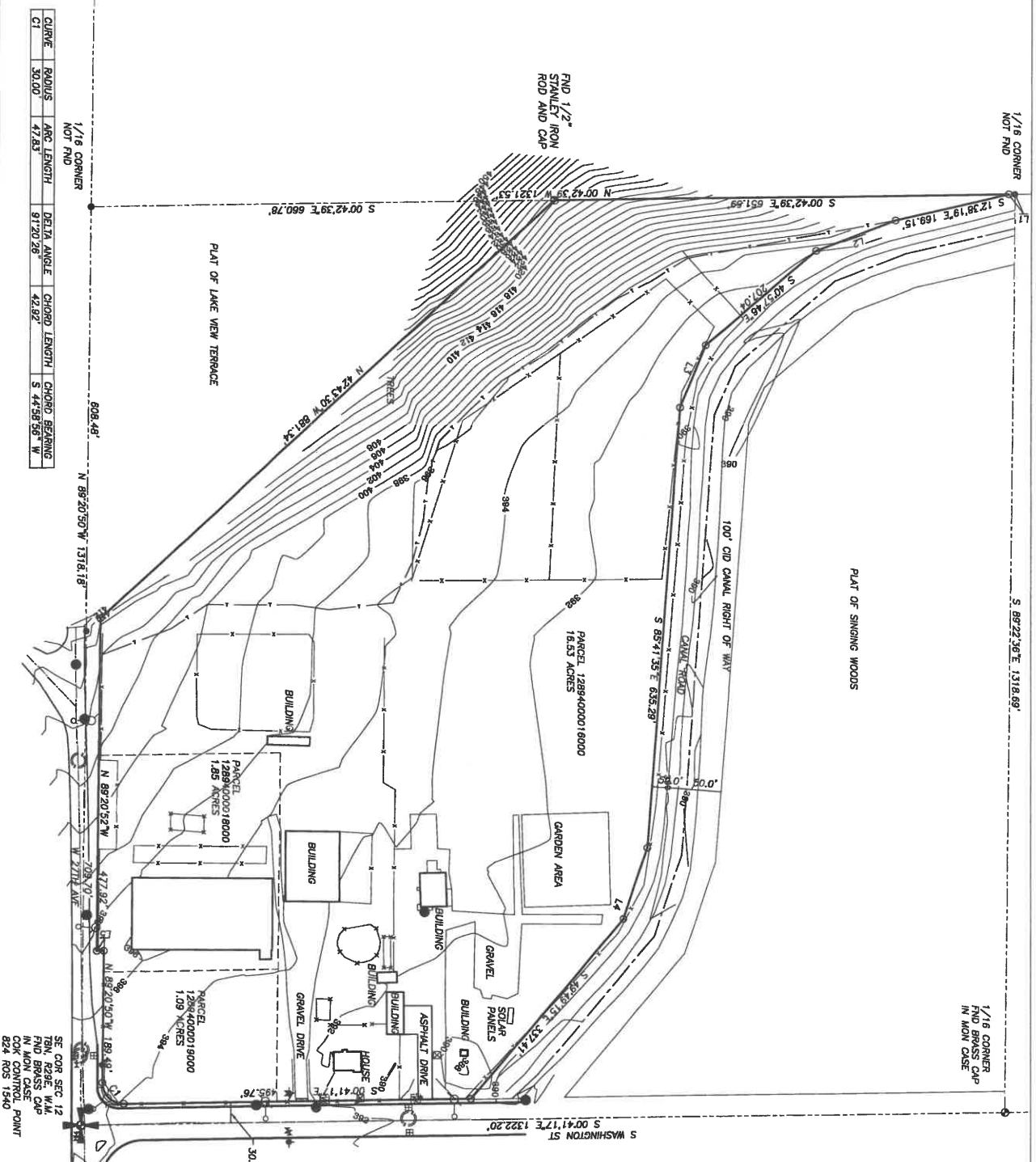
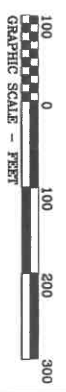
**LEGEND**

- SANITARY SEWER MANHOLE
- CLEAN OUT
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ FIRE HYDRANT
- ⊕ STORM DRAIN MANHOLE
- ⊕ CATCH BASIN
- ⊕ ELECTRICAL TRANSFORMER
- ⊕ LIGHT POLE
- ⊕ FENCE
- ⊕ ASPHALT Q. STREET
- ⊕ SECTION LINE
- ⊕ PARCEL LINE

LINE	BEARING	DISTANCE
L1	S 00°42'39" E	9.16
L2	S 21°20'07" E	119.81'
L3	S 67°16'04" E	95.57'
L4	S 70°57'53" E	107.83'
L5	S 00°41'17" E	10.00'



TOTAL PARCEL: 18.47 ACRES  
TAX STATEMENT SHOWS 20.89 ACRES



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	30.00	47.83	81°20'28"	42.92	S 47°59'56" W

**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M., AND RECORDED IN VOLUME \_\_\_\_\_ OF SURVEYS, PAGE \_\_\_\_\_ AT THE REQUEST OF WORLEY SURVEYING SERVICE, INC., P.S.

**SURVEYOR'S CERTIFICATE**  
THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LIBRA INC INS SEPTEMBER 2021.  
RICHARD S. RUSSUM P.S. 41986

BENTON COUNTY AUDITOR \_\_\_\_\_ TREE NUMBER \_\_\_\_\_  
RECORD SURVEY NUMBER \_\_\_\_\_



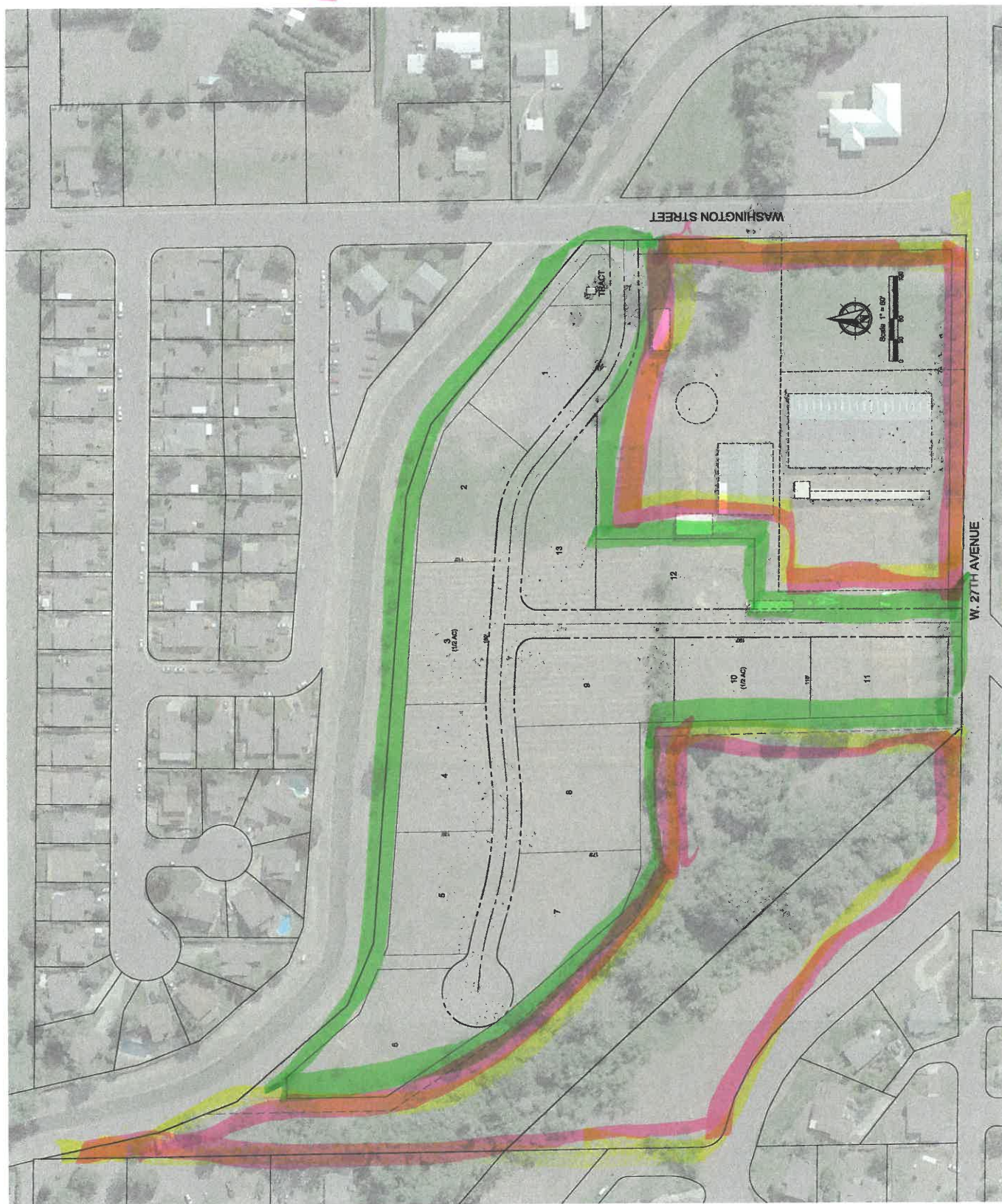
**SECTION INDEX**

SECTION 12, T8N, R29E, W4M	
----------------------------	--

**SHEET 1 OF 2**  
JOB # 21-093

WORLEY SURVEYING SERVICE, INC., P.S.  
1000 8TH AVENUE, SE WASHINGTON 98338  
509-582-6716

 new  
 RC  
Zoning  
 Stay  
IN  
Current  
Open  
Space







Community Planning Department

210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4280
cedinfo@ci.kennewick.wa.us

DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: ED-2022-0021 / CPA-2022-0010

DESCRIPTION OF PROPOSAL: Change the land use designation of 9.1 acres from Open Space (OS) to Low Density Residential (LDR)

PROPONENT: Dave Retter

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 2600 S Washington Street

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- There is no comment period for this DNS.
This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by... After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Anthony Muai, AICP
POSITION/TITLE: Community Planning Director
ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336
PHONE: (509) 585-4386

- Changes, modifications and /or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- No conditions.
See attached condition(s).

Date: 18 July 2022 Signature:

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were emailed to Benton Clean Air Authority, Confederated Tribes of Umatilla Indian Reservation, Department of Ecology SEPA Register, Department of Fish & Wildlife, Department of Natural Resources, Washington State Department of Transportation.



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

Central Region Office

1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

June 22, 2022

Matt Halitsky  
Kennewick Development Services  
PO Box 6108  
Kennewick, WA 99336

Re: SEPA Register 202202946, CPA-2022-0010

Dear Matt Halitsky:

Thank you for the opportunity to comment on the Pre-Threshold Consultation for the 2600 S. Washington Street Comprehensive Plan Amendment, proposed by Dave Retter. We have reviewed the environmental checklist and have the following comment.

**TOXICS CLEAN-UP**

Thank you for the opportunity to comment on your proposed project.

Historical aerial photos indicate a portion of the properties within the footprint of your proposed changes were occupied by orchard during the time period when lead arsenate was applied as a pesticide, often resulting in shallow soil contamination from lead and/or arsenic. **Ecology requires soil sampling** if vacant, commercial, industrial or agricultural properties are converted to residential use as there may be an increased risk of exposure to soil with elevated concentrations of arsenic and lead.

Ecology can provide sampling services at no cost. If sampling indicates elevated levels of lead and arsenic, there are simple steps that can be taken to reduce exposure to the public and Ecology can provide free technical assistance.

Additionally, Ecology uses Model Remedies to guide cleanup for lead and arsenic pesticide contamination in historical orchards of Central Washington. The Model Remedy document is an excellent source of technical guidance, and is available at <https://apps.ecology.wa.gov/publications/documents/2109006.pdf>

Matt Halitsky  
June 22, 2022  
Page 2

Compliance with a Model Remedy ensures your project meets the minimum standards of the Model Toxics Control Act, and if implemented as described, your property will be successfully cleaned up to Washington State standards.

Additional information, including precautions you can take to reduce exposure, is available at: <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Dirt-Alert-program>

Please contact **Hector Casique**, Project Manager, at (509) 208-1288 or email [hector.casique@ecy.wa.gov](mailto:hector.casique@ecy.wa.gov), for further information or to schedule your initial sampling.

## WATER RESOURCES

During development of this property, if the plan is to use water for dust suppression at the project site, be sure that they have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process.

Water use under the [RCW 90.44.050](#) exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology. Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances water may need to be obtained from a different area and hauled in or from an existing water right holder.

If you have any questions or would like to respond to these Water Resources comments, please contact **Christopher Kossik** at (509) 379-1826 or email at [christopher.kossik@ecy.wa.gov](mailto:christopher.kossik@ecy.wa.gov).

Sincerely,



Gwen Clear  
Environmental Review Coordinator  
Central Regional Office  
(509) 575-2012  
[crosepa@ecy.wa.gov](mailto:crosepa@ecy.wa.gov)

**From:** [Dan arrenholz](#)  
**To:** [Matt Halitsky](#)  
**Subject:** Project# CPA-2022-0010  
**Date:** Sunday, August 14, 2022 3:34:54 PM

---

Regarding the zoning change:

I'd like to be on record as opposed to the change. My home overlooks the project area, and I'm concerned regarding impacts (particularly noise, lights at night, litter, etc.) resulting from the additional houses. Additionally, information has been provided regarding the number of houses or how access will be provided to the area.

I am also concerned over the fate of the trees and vegetation along the western and southwestern portions of the site area. This area provides winter habitat for a mated pair of red-tailed hawks that roost in those trees. Developing the area as planned will undoubtedly have serious impacts to the hawks in the form of reduced foraging, harassment, and habitat fragmentation. What efforts will be undertaken to mitigate those impacts, considering the protected nature of the species?

I would very much appreciate hearing about the outcome of the meeting, and especially how my concerns are addressed.

Thank you,

Dan Arrenholz  
2609 S. Cascade Place  
Kennewick, WA 99337

# Council Agenda Coversheet



Agenda Item Number	5.e.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	Change of Zone from BP to CC		
Ordinance/Reso #	6003	Contract #	
Project #		Permit #	COZ-2022-0011
Department	Planning		

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

### Recommendation

The Planning Commission recommends that City Council concur with the finding and conclusions contained in the Staff Report COZ-2022-0011 by adopting Ordinance 6003.

### Motion for Consideration

I move to adopt Ordinance 6003.

### Summary

Archibald & Company Architects, P.S., c/o Jason Archibald has applied to change the zoning of a 3 acre lot from Business Park (BP) to Commercial, Community (CC). The CC Zone is an implementing zoning district of the Commercial Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan.

The subject parcel is vacant and located at 10487 Ridgeline Drive. The properties to the north are zoned CC and Residential, Low Density. The property to the west is zoned BP and to the east Residential, Medium Density. The property to the south is in Unincorporated Benton County.

The Planning Commission held a public hearing to review the proposal on November 21, 2022. At the hearing, staff presented an overview of the staff report and findings. Neither the applicant or the general public provided testimony on the proposal. The Planning Commission voted unanimously to recommend approval of COZ-2022-0011 to City Council.

### Alternatives

None Recommended.

### Fiscal Impact

None

Through	Steve Donovan Nov 29, 11:02:35 GMT-0800 2022
Dept Head Approval	Anthony Muai Nov 29, 16:32:46 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:30:24 GMT-0800 2022

Attachments:

Presentation
Ordinance
PC Action Summary
Minutes
Staff Report
City Manager

Recording Required?

# City Council Meeting

## CHANGE of ZONE COZ-2022-0011

DECEMBER 6, 2022



# Application Summary

**Applicant:** Archibald & Company Architects, P.S., Jason Archibald

**Owner(s):** Gerald Van Zuyen Jr.

**Proposal:** Rezone 3 acres from Business Park (BP) to Commercial, Community (CC)

**Comprehensive Plan Designation:** Commercial

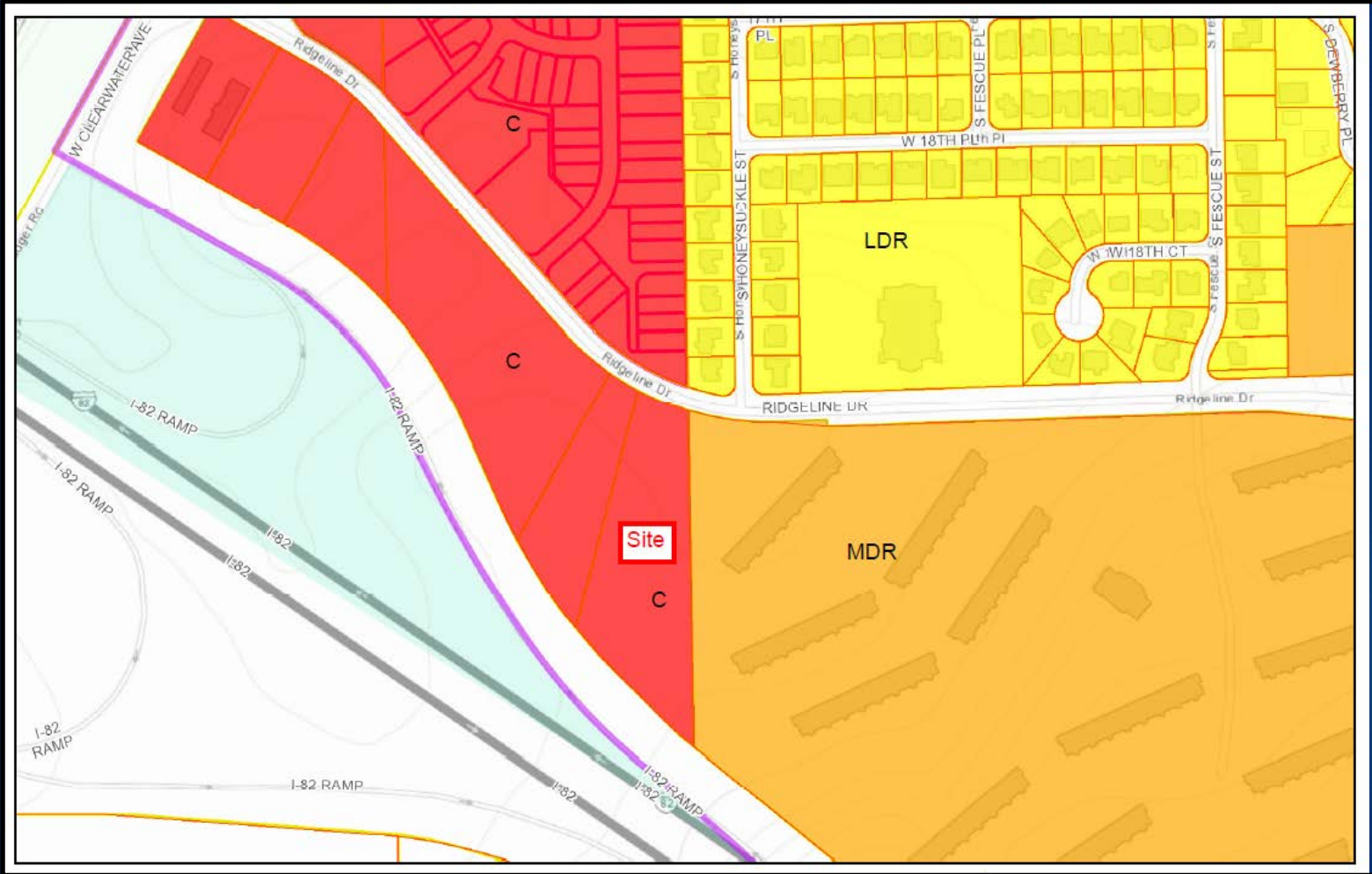
**Location:** 10487 Ridgeline Drive

# Vicinity Map

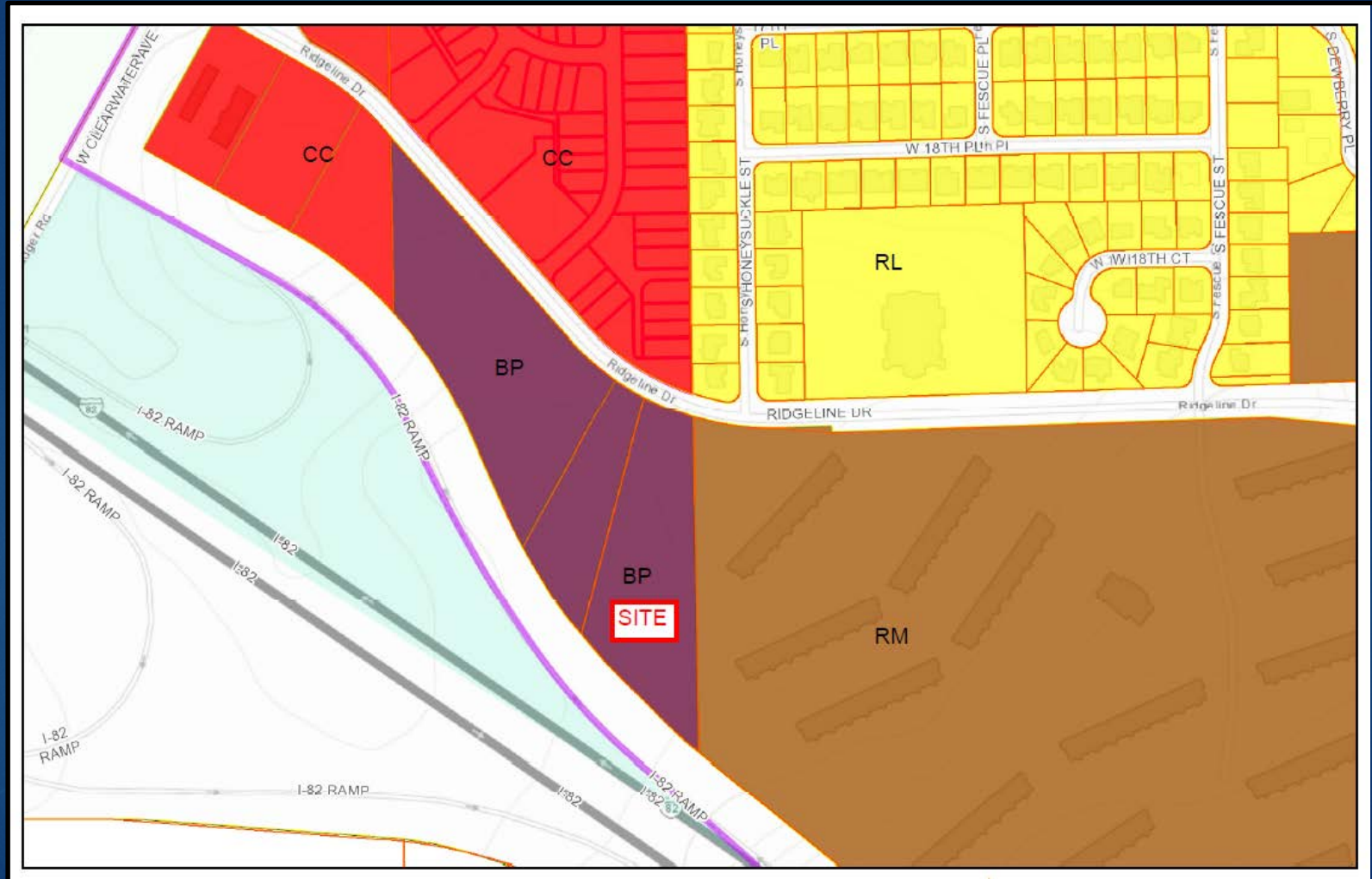




# Land Use Map



# Zoning Map



# Property History

The City annexed the site in 1995 and zoned the property CC. The site was rezoned to BP in 2001.

# Permitted Uses

The CC District permits approximately double the amount of uses compared to the BP District. Service and retail uses are the main uses permitted in the CC District.

# Change of Zone Findings

## KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

# Hearing Summary

- ▶ The Planning Commission held a public hearing for the proposed Change of Zone on November 21, 2022.
- ▶ The applicant provided no additional information at the hearing.
- ▶ No members of the public attended the hearing, either in person or virtually.

# Recommendation

The Planning Commission recommends approval of COZ-2022-0009.

CITY OF KENNEWICK  
ORDINANCE NO. 6003

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 10487 RIDGELINE DRIVE FROM BUSINESS PARK (BP) TO COMMERCIAL, COMMUNITY (CC) (COZ 2022-11, Archibald & Company Architects, P.S.)

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

**Section 1.** Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Business Park (BP) to Commercial, Community (CC) for the real property described as follows:

**Parcel Number 1-1288-2BP-5176-002:**

**LOT 2**

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE WEST LINE THEREOF SOUTH 01°04'19" EAST FOR 1246.16 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 BEING A BRASS CAP; THENCE SOUTH 01°03'13" EAST FOR 631.64 FEET TO THE SOUTHERLY RIGHT OF WAY OF A ROAD KNOWN AS RIDGELINE DRIVE; THENCE ALONG SAID RIGHT OF WAY SOUTH 41°41'52" EAST FOR 592.17 FEET TO THE START OF A 626.00 FOOT RADIUS CURVE (WHOSE RADIUS BEARS NORTH 48°18'08" EAST); THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°30'31" AN ARC LENGTH OF 224.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID 626.00 FOOT RADIUS CURVE SOUTHEASTERLY TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°59'00" AN ARC LENGTH OF 120.00 FEET TO INTERSECT THE EAST



LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG SAID EAST LINE SOUTH 00°59'09" EAST FOR 744.73 FEET TO THE NORTHERLY RIGHT OF WAY OF INTERSTATE 82; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES, NORTH 51°51'22" WEST FOR 40.35 FEET; THENCE NORTH 45°33'52" WEST FOR 248.92 FEET; THENCE NORTH 40°45'46" WEST FOR 83.82 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 14°55'16" EAST FOR 545.81 FEET TO THE TRUE POINT OF BEGINNING.

AND TOGETHER WITH ANY PORTION OF VACATED LESLIE ROAD PER CITY OF KENNEWICK ORDINANCE NUMBER 4059, WITH IN THE ABOVE DESCRIBED PARCEL.

EXCEPT ANY PORTION ACQUIRED BY THE STATE OF WASHINGTON BY JUDGMENT DECREE ENTERED JULY 26, 1983 IN BENTON COUNTY SUPERIOR COURT UNDER CAUSE NO. 82-2-00673-1.

ALSO KNOWN AS LOT 2 OF RECORD OF SURVEY BINDING SITE PLAN 5079 RECORDED UNDER AUDITORS FILE NUMBER 2018-030375 RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINING 3.00 ACRES

**Section 2.** The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

**Section 3.** Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

**Section 4.** The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

**Section 5.** This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December, 2022.

Attest:

\_\_\_\_\_  
W.D. MCKAY, Mayor

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6003 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 7<sup>th</sup> day of December, 2022.

Approved as to form:

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

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION: \_\_\_\_\_

**Planning Commission Action Summary**  
**COZ-2022-0011 – Archibald & Company Architects, P.S.**

The Kennewick Planning Commission conducted a public hearing on November 21, 2022. All interested parties were notified to come before the commission and be heard. After reviewing the staff report and all oral and written facts and opinions, the Commission passed a motion on the proposed Change of Zone, concurring with the findings and conclusions in the staff report COZ-2022-0011 and recommends to City Council approval of the proposed Change of Zone contained in the staff report.

**Findings of Fact**

1. The applicant is Archibald & Company Architects, P.S., c/o Jason Archibald, 660 Symons Street, Richland, WA 99354.
2. The property owner is Gerald Van Zuyen Jr., 18708 S Clodfelter Road, Kennewick, WA 99338.
3. The proposed change of zone is located at 10487 Ridgeline Drive. Parcel Number: 1-12882BP-5176-002.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Business Park to Commercial, Community.
6. The Commercial, Community Zoning District is an implementing zone of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on September 19, 2022.
8. The application was declared complete, routed for review to City Departments and outside agencies on September 20, 2022.
9. Access to the site is via Ridgeline Drive.
10. The Determination of Non-Significance, ED-2022-0039, was issued on October 6, 2022.
11. The property posting sign for the public hearing was posted on site November 2, 2022.
12. The Notice of Public Hearing was published in the Tri-City Herald on November 6, 2022.
13. Hearing notices were mailed to property owners within 300 feet of the site on November 2, 2022.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions of Law**

1. Approval will implement the Comprehensive Plan Land Use Designation of Commercial.
2. Approval will not result in an increase of adverse environmental impacts.

3. Approval will implement Commercial Goals 2 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

The motion to approve was moved by Commissioner Hempstead and seconded Commissioner Helgeson. The motion passed unanimously, with Commissioners Hempstead, Helgeson, Gregory and Chairman Morris all in favor.

**KENNEWICK PLANNING COMMISSION  
NOVEMBER 21, 2022  
MEETING MINUTES**

**CALL TO ORDER**

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

Chairman Morris made the following statement:

“Tonight’s meeting will be conducted through a hybrid platform which allows commissioners and the public to participate in the meeting both in person and through an online meeting platform. Should an individual Planning Commissioner become unexpectedly disconnected from the virtual platform, please rejoin the meeting at your first opportunity. The record will reflect your attendance. The meeting will proceed so long as a quorum of Planning Commissioners are present. Please activate your mute button when not speaking”.

Community Planning Administrative Assistant Melinda Didier called the roll and found the following present:

Present: Commissioners James Hempstead, Thomas Helgeson, Chairman Victor Morris, (*all in person*) Commissioner Tina Gregory, (*remotely*).

Excused: Commissioners Nikki Griffith and Ken Short were unable to participate remotely due to technical difficulties.

Unexcused: None

Staff: Steve Donovan, AICP Planning Manager, Melinda Didier, CPT Community Planning Administrative Assistant/Recorder.

A quorum was met with three commissioners in person and one remotely.

Chairman Morris made the following statement:

“Next item is the Approval of the Consent Agenda. All matters listed within the Consent Agenda have been distributed to each member of the Kennewick Planning Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Planning Commission with no separate discussion.”

Chairman Morris called for a motion to approve the Consent Agenda.

Commissioner Helgeson moved to approve the Consent Agenda; Commissioner Hempstead seconded the motion. The motion passed unanimously on a roll call vote.

**CONSENT AGENDA**

- a. Approval of Agenda
- b. Approval of October 17, 2022 Minutes
- c. Motion to enter Staff Report(s) into the Record

**PUBLIC HEARING(S):**

Chairman Morris made the following statement:

Good evening and welcome to the November 21, 2022 Kennewick Planning Commission meeting:

It is important that everyone who wishes to do so has an opportunity to speak. Each person who has either signed-in (in person) or registered (via Zoom) will have one three-minute opportunity to address the Planning Commission.

If you are attending via Zoom, please confirm your microphone has been unmuted before you begin your comments.

Please state your name and address for the record; once you begin your remarks the countdown timer will start. At the end of your time, please mute your microphone.

The order of the hearing shall be as follows:

- 1. Planning staff shall provide a staff report; the Commission may ask questions of staff;
- 2. The applicant or applicant's representative(s) presentation;
- 3. Testimony in FAVOR of the request;
- 4. Testimony either NEUTRAL or AGAINST the request;
- 5. Final APPLICANT comments;
- 6. Final staff comments;
- 7. Close the public hearing and discuss the request.

**PUBLIC HEARINGS**

**Chairman Morris opened the public hearing at 6:35 pm for Change of Zone (COZ) #2022-0011 proposing to change the zoning district for approximately 3 acres from Business Park (BP) to Commercial, Community (CC). The proposal is located at 10487 ridgeline Drive. Applicant is Jason Archibald, Archibald & Co. Architects, 660 Symons Street, Richland, WA 99354 and property owner is Gerald Van Zuyen, Jr., 18708 Clodfelter Road, Kennewick WA 99338.**

Mr. Donovan gave a brief overview of the staff report, and shared a Power Point presentation of the staff report. Staff recommended the Planning Commission forward a recommendation of approval to the City Council of the request.

**Planning Commission questions:** Clarification for Exhibit 4 of the packet has the heading "Utilities Map" on it; what are the differences on what is allowed in the BP and CC zoning district.

**Testimony of Applicant/Applicant's Representative:**

Jason Archibald  
Archibald & Co. Architects  
660 Symons Street  
Richland

Happy to answer any questions; the allowed uses in the CC zone will provide more opportunity to develop property to highest and best ability.

**Testimony in Favor of the Request:**

None

**Testimony Neutral/Against the Request:**

None

**Testimony of Those Registered on Virtual Format:**

None registered or present

**Applicant/Owner Final Testimony:**

None

**Staff Final Comments:**

None

**Public Testimony for COZ-2022-0011 closed at 6:44 p.m.**

Chairman Morris asked for a motion.

Commissioner Hempstead moved to concur with the findings and conclusions in staff report COZ-2022-0011 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Helgeson seconded the motion.

**Planning Commission Discussion:**

None

The motion passed on a unanimous roll call vote

**VISITORS NOT ON AGENDA:**

None

**OLD BUSINESS:**

- a. City Council Action Updates: 2022 Comprehensive Plan Amendments: The three Commercial Comprehensive Plan Amendments (CPA-2022-0001, -0004, -0006, City Council approved -0001 & -0006 they did not approve -0004 which currently has no proposal for the site. One more Comprehensive Plan Amendment on Washington Street & 27<sup>th</sup> Avenue, the applicant has been trying to get the legal for the coordinates and we don't know when it will go to Council, staff is waiting on an updated legal description.

**NEW BUSINESS:**

None

**REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:**

Chairman Morris said he will be out of town for the December 5<sup>th</sup> Planning Commission meeting; Ms. Didier said the December 5<sup>th</sup> meeting will be cancelled for lack of agenda items and the agenda cancellation will be sent out soon.

**ADJOURNMENT:**

The meeting concluded at 6:48 p.m.





**COMMUNITY PLANNING DEPARTMENT**

**STAFF REPORT AND RECOMMENDATION TO  
THE PLANNING COMMISSION**

**FILE No: COZ-2022-0011**

**Staff Report Date:** November 9, 2022

**Hearing Date & Location:** November 21, 2022 at Kennewick City Hall and Virtual

**Report Prepared By:** Steve Donovan, AICP  
Planning Manager

**Report Reviewed By:** Matt Halitsky, AICP  
Senior Planner

**Summary Recommendation:** The City of Kennewick Planning Staff RECOMMENDS APPROVAL of Change of Zone, COZ-2022-0011.

**Summary of Proposal:** A Change of Zone from Business Park (BP) to Commercial, Community (CC) for 3 acres.

**Proposal Location:** 10487 Ridgeline Drive

**Legal Description:** Lot 2  
That portion of the West half of the Southwest quarter of the Northwest quarter and the West half of the Northwest quarter of the Southwest quarter of Section 12 Township 8 North, Range 28 East, W.M. records of Benton County, Washington described as follows:  
  
Commencing at the Northwest Corner of said Section 12; thence along the West line thereof South 01°04'19" East for 1246.16 feet to the Northwest corner of said West half of the Southwest quarter of the Northwest quarter of said Section 12 being a brass cap; thence South 01°03'13" East for 631.64 feet to the Southerly Right of Way of a road known as Ridgeline Drive; thence along said Right of Way South 41°41'52" East for 592.17 feet to the start of a 626.00 foot radius curve (whose radius bears North 48°18'08" East); thence Southeasterly along said curve to the left through a central angle of 20°30'31" an arc length of 224.07 feet to the True Point of Beginning; thence continuing along said 626.00 foot radius curve Southeasterly to the left through a central angle of

10°59'00" an arc length of 120.00 feet to intersect the East line of the West half of the Northwest quarter of the Southwest quarter of said Section 12; thence along said East line South 00°59'09" East for 744.73 feet to the Northerly Right of Way of Interstate 82; thence along said Right of Way the following courses and distances, North 51°51'22" West for 40.35 feet; thence North 45°33'52" West for 248.92 feet; thence North 40°45'46" West for 83.82 feet; thence leaving said Right of Way North 14°55'16" East for 545.81 feet to the True Point of Beginning.

And Together with any portion of vacated Leslie road per city of Kennewick Ordinance number 4059, with in the above described parcel.

EXCEPT any portion acquired by the state of Washington by judgment decree entered July 26, 1983 in Benton county superior court under cause no. 82-2-00673-1.

Also known as Lot 2 of Record of Survey Binding Site Plan 5079 recorded under Auditors File Number 2018-030375 records of Benton County, Washington.

Containing 3.00 acres

**Property Owner:** Gerald Van Zuyen Jr  
18708 S Clodfelter Road  
Kennewick, WA 99338

**Applicant:** Archibald & Company Architects, P.S.  
c/o Jason Archibald  
660 Symons Street  
Richland, WA 99354

**Regulatory Controls:**

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

**COZ Key Application Processing Dates:**

Pre-Application/Feasibility Meeting	N/A
Application Submittal	September 19, 2022
Determination of Completeness Issued	September 20, 2022
Notice of Application Posted	September 20, 2022
SEPA Threshold Determination Issued	October 6, 2022
Property Posting Sign for SEPA Determination	October 6, 2022
SEPA Appeal Period	October 20, 2022
Date of Mailed Notice of Public Hearing	November 2, 2022

Property Posting Sign for Public Hearing	November 2, 2022
Date of Published Notice of Public Hearing	November 6, 2022

**Exhibits:**

1. Staff Report
2. Application/Supplemental Information
3. Vicinity/Site Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. Determination of Non-Significance
8. Benton Public Utility District Email
9. Benton Clean Air Agency Comments
10. Kennewick Irrigation District Email
11. State of Washington Department of Ecology Comments
12. Bonneville Power Administration Email

**Zoning adjacent to the site:**

North: Commercial, Community (CC)

East: Business Park (BP)

South: I-82 Right-of-Way and Unincorporated County

West: Business Park (BP)

**Applicable Goals and Policies of the Comprehensive Plan:**

Commercial Goals and Policies:

Goal 2: Sustain and enhance viable commercial areas.

Policy 4: Encourage compatible commercial activities to concentrate near each other.

Goal 3: Create a balanced system of commercial facilities reflecting neighborhood, community and regional needs.

**Kennewick Municipal Code Findings:**

The following findings shall be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

- a. The proposed amendment conforms with the comprehensive plan; and  
*Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the CC Zoning District is an implementing zoning district of the site's current Commercial Land Use Designation.*
- b. Promotes the public necessity, convenience and general welfare; and  
*Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with the surrounding properties.*
- c. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and

Staff Response: *The proposed Change of Zone will not impose additional burdens on public facilities. Future development will be required to meet applicable levels of service.*

- d. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Staff Response: *The proposed amendment will establish a zoning district that complies with Comprehensive Plan. The CC Zone is an implementing zone of the site's Commercial Land Use Designation.*

- e. Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Staff Response: *N/A*

**Public Comments:**

The public did not submit any comments.

**Agency Comments:**

The Bonneville Power Administration, Kennewick Irrigation District and Benton Public Utility District have no comments on the proposal.

The State of Washington Department of Ecology and Benton Clean Air Authority did provide general comments directed more towards future development of the site.

**Staff Analysis of Proposal & Discussion:**

The proposed Change of Zone (COZ-2022-0011) is a request to change the zoning district for 3-acres. Pursuant to Table 1 of the Comprehensive Plan, the CC Zoning District is an implementing zoning district of the Commercial Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

The City annexed the site in 1995 and zoned the property CC. In 2001, the property was rezoned from CC to BP.

Per KMC 18.03.040 (10), the purpose of CC Zoning District is as follows:

CC - The purpose of the CC District is to stabilize, improve and protect commercial areas, and to provide for orderly growth in accord with the Comprehensive Plan. CC Districts are intended for a wide range of uses to serve the community area to which they are appurtenant.

Per KMC 18.03.040 (16), the purpose of the BP Zoning District is a follows:

BP - The BP District is established to provide lands for and encourage the development of technological/industrial parks which will accommodate certain light industrial, technological, professional offices, and other similar activities. Building massing should be sensitive to human scale. High standards of architecture, landscaping, and site planning are encouraged, as is the creation of well-defined building entries with features such as canopies and recessed entries.

The CC District permits approximately double the amount of uses compared to the BP District. Service and retail uses are the main uses permitted in the CC District.

The applicant's preliminary proposal is to development a mini-storage on the site. Future development of the site will be limited to only the permitted uses of the CC Zoning District and subject to the applicable development and design standards. Additionally, development will be subject to meeting applicable concurrency requirements, such as utility and street improvements.

The proposed findings meet the requirements of KMC 18.51.070(2).

**Findings:**

1. The applicant is Archibald & Company Architects, P.S., c/o Jason Archibald, 660 Symons Street, Richland, WA 99354.
2. The property owner is Gerald Van Zuyen Jr., 18708 S Clodfelter Road, Kennewick, WA 99338.
3. The proposed change of zone is located at 10487 Ridgeline Drive. Parcel Number: 1-12882BP-5176-002.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Commercial.
5. The request is to change the zoning from Business Park to Commercial, Community.
6. The Commercial, Community Zoning District is an implementing zone of the Commercial Comprehensive Plan Land Use Map Designation.
7. The application was submitted on September 19, 2022.
8. The application was declared complete, routed for review to City Departments and outside agencies on September 20, 2022.
9. Access to the site is via Ridgeline Drive.
10. The Determination of Non-Significance, ED-2022-0039, was issued on October 6, 2022.
11. The property posting sign for the public hearing was posted on site November 2, 2022.
12. The Notice of Public Hearing was published in the Tri-City Herald on November 6, 2022.
13. Hearing notices were mailed to property owners within 300 feet of the site on November 2, 2022.
14. The proposed amendment conforms to the comprehensive plan.
15. The proposed amendment promotes the public necessity, convenience and general welfare.
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City.

17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

**Conclusions:**

1. Approval will implement the Comprehensive Plan Land Use Designation of Commercial.
2. Approval will not result in an increase of adverse environmental impacts.
3. Approval will implement Commercial Goals 2 and 3 of the City of Kennewick Comprehensive Plan.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone complies with KMC 18.51.070(2).

**Recommendation:**

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ-2022-0011 and recommends approval to City Council.

**Motion:**

I move that the Planning Commission concur with the findings and conclusions in staff report COZ-2022-0011 and recommend approval of the request to City Council.

## SUPPLEMENTAL QUESTIONS

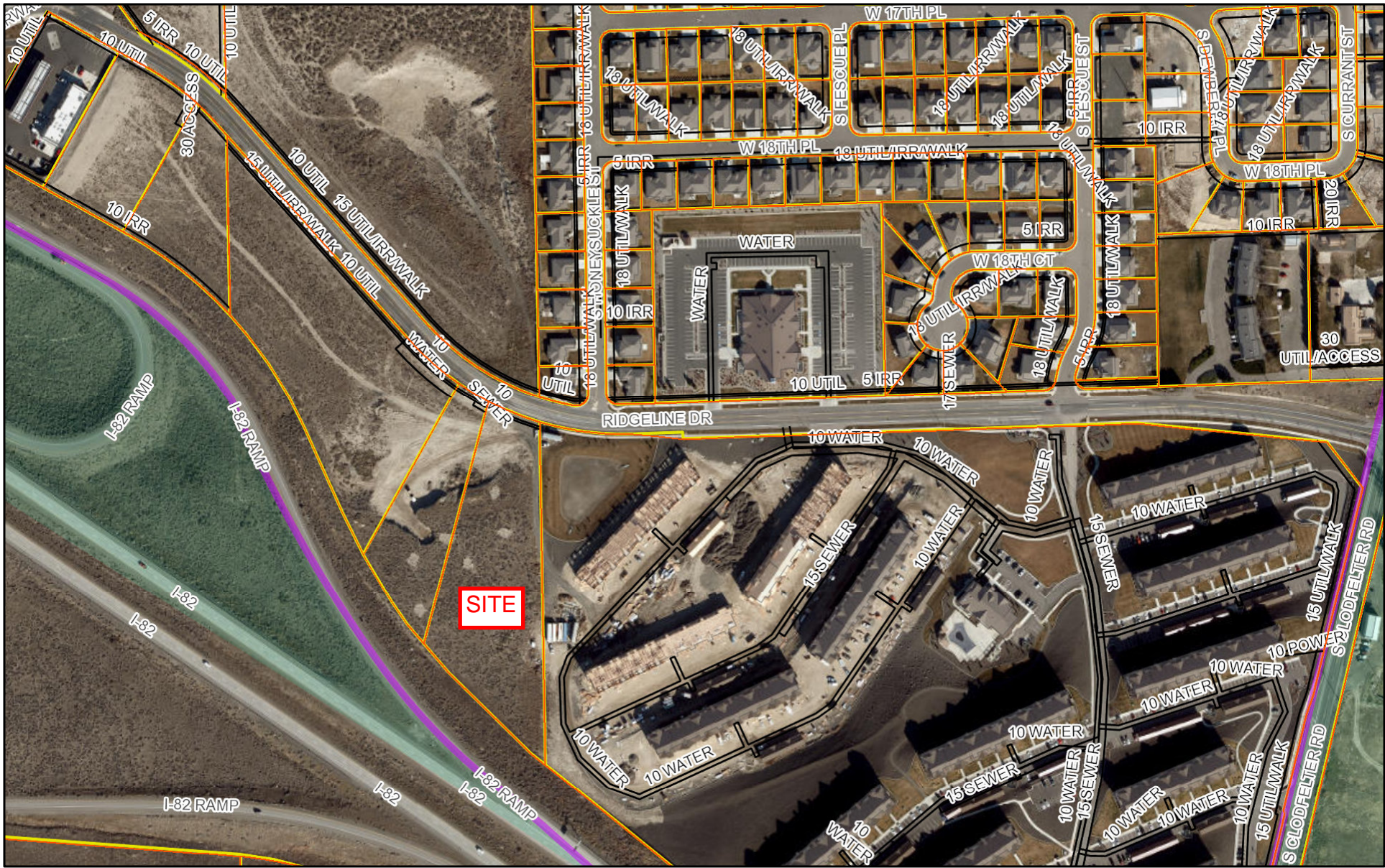
1. Please explain how the public necessity, convenience, and general welfare require the adoption of the proposed amendment.  
Although the public may not require the zoning change and resulting development, we believe the community will benefit from additional self-storage options for adjacent residential properties.
- 2.a. Are there sites presently available on the market which are correctly zoned for the proposed use? Yes
- 2.b. Are these sites within a 1/2 mile of the proposed site? Yes
- 2.c. Within 1 mile of the proposed site? Yes
- 2.d. If you answered yes to any of the above, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized.  
Yes, there are commercial sites within 1/2-mile of the site. As this application is for an existing landowner, the choice to develop nearby is not applicable.
3. Please explain how the proposed amendment is consistent with the existing land use pattern in the area.  
The nearby developments are primarily residential and commercial in their uses.
- 4.a. Are the existing uses in the area in conformance with the area's zoning classification? Yes
- 4.b. If NO, please explain the differences. If YES, please type NA. NA
- 5.a. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? No
- 5.b. Please explain:  
The commercial zoning is compatible with the neighboring parcels.
6. Please explain how the existing zoning prohibits reasonable use of the property.  
The existing BP - Business Park zoning prohibits the development of self-storage units that are key to this application. Transitioning the site zoning to CC-Commercial Community allows more flexibility for the owner to respond to consumer demands.
7. Please explain how residential character, in the immediate area, will or will not be adversely affected by the proposed amendment.  
Residential character in the immediate area will not be adversely effected by this proposal. The municipal code requires ample screening between residential properties and self-storage facilities.
8. Please explain how the proposed amendment will affect property values in the vicinity.  
Unknown. Speculation is that this development will increase the neighboring property values due to additional amenities provided in the district.
- 9.a. Please explain how approval of the proposed amendment will or will not set a precedent for other similar proposals or uses.  
Approval could possibly set a precedent for the adjacent BP - Business Park zoned properties to change their zoning to CC - Commercial Community zoning. This potential change for other properties will not adversely impact the overarching commercial land use, however.

**SUPPLEMENTAL QUESTIONS**

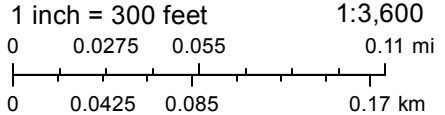
- 9.b. Please explain how approval of the proposed amendment will or will not deter the use, improvement or development of adjacent property in accordance with the existing zoning.  
Approval of this amendment will not deter the use, improvement or development of adjacent properties in accordance with existing zoning. This is primarily due to the City's mini-storage requirements that assure building design standards and landscape buffers to adjacent properties.
10. Please explain how approval of the proposed amendment will or will not encourage more private investments which will be beneficial to the redevelopment of a deteriorated area.  
Although this is not necessarily a deteriorated area, it is an underutilized site that will benefit from private investment because of this zoning change approval.
11. Please explain how approval of the proposed amendment will or will not combat any economic segregation and allow greater choice in the market.  
Unknown. The development will certainly allow for greater self-storage options in the area.
12. Please explain how approval of the proposed amendment will or will not create conflict between potential land uses and transportation patterns.  
The development will access existing roadways/transportation patterns that will not be adversely impacted by the proposed land use changes.



# Vicinity/Site Map



September 20, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

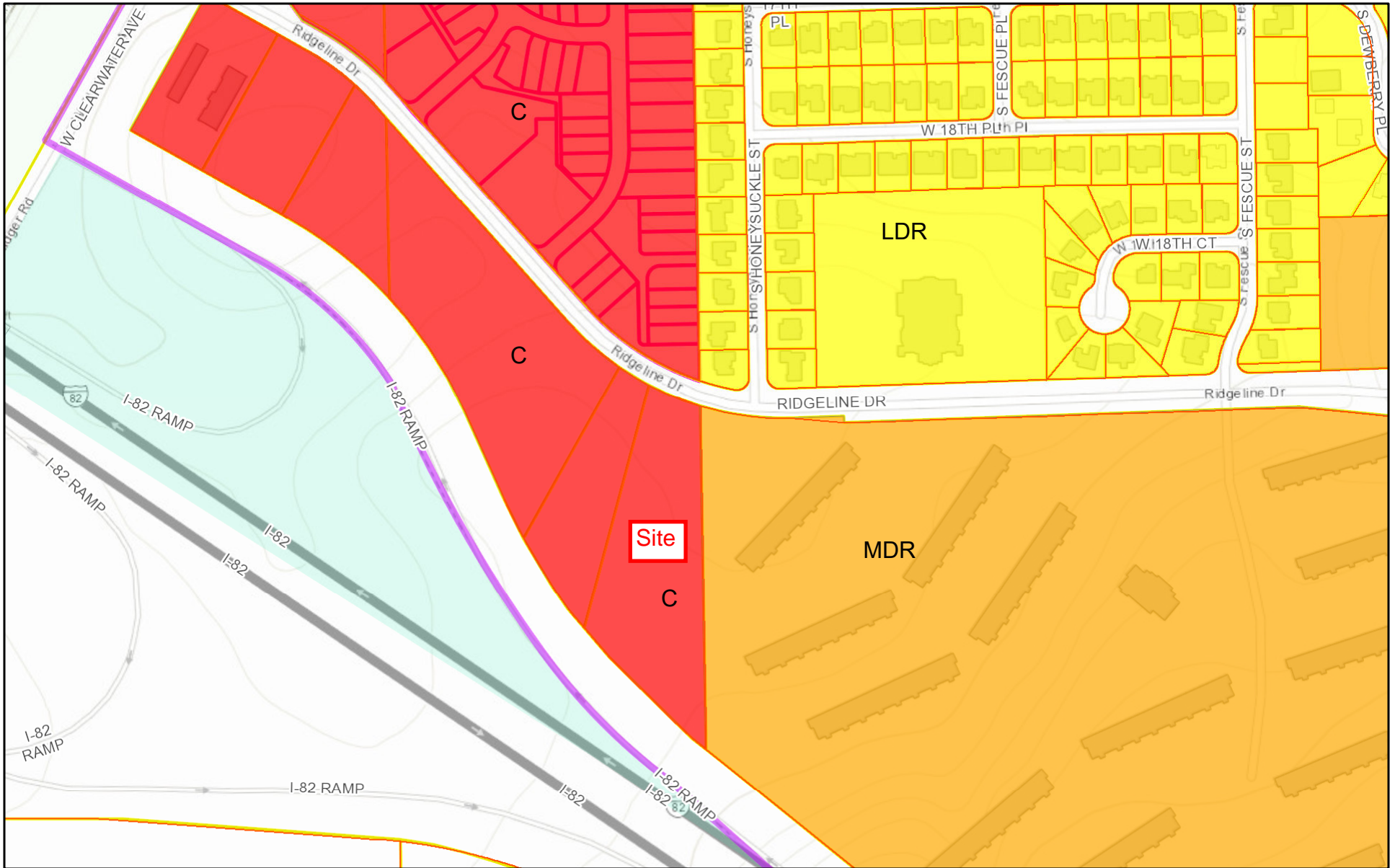


CountyParcelLayer	<b>SurveyAddressPoint</b>	Building	Parcel
StreetName	<all other values>	Condo	Survey Easement
	Apartment	Mobile Home	

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

# Land Use Map

Exhibit 4



November 9, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- |                   |                           |             |                         |                           |
|-------------------|---------------------------|-------------|-------------------------|---------------------------|
| CountyParcelLayer | <b>SurveyAddressPoint</b> | Condo       | <b>SurveyCityLimits</b> | SurveyUrbanGrowthBoundary |
| IrrigationCanal   | <all other values>        | Mobile Home | SV_CI_KENNEWICK_10      |                           |
| StreetName        | Apartment                 | Parcel      | SV_CI_RICHLAND_10       |                           |
|                   | Building                  |             | SV_CI_COUNTY_10         |                           |

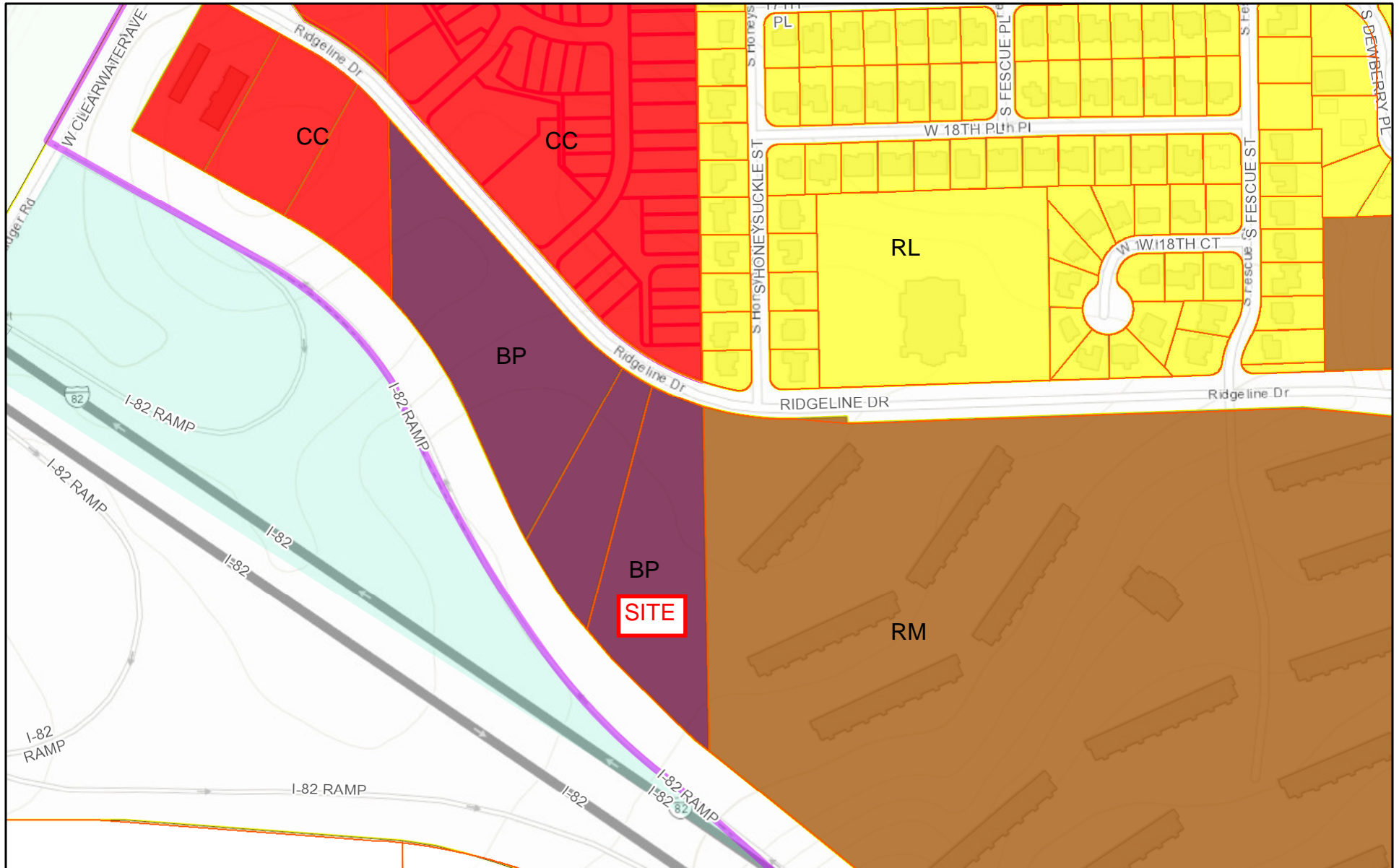


1 inch = 300 feet  
 0 0.0275 0.055 0.11 mi  
 0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

# Zoning Map

Exhibit 5



November 9, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- |                   |                           |             |                         |                           |
|-------------------|---------------------------|-------------|-------------------------|---------------------------|
| CountyParcelLayer | <b>SurveyAddressPoint</b> | Condo       | <b>SurveyCityLimits</b> | SurveyUrbanGrowthBoundary |
| IrrigationCanal   | <all other values>        | Mobile Home | SV_CI_KENNEWICK_10      |                           |
| StreetName        | Apartment                 | Parcel      | SV_CI_RICHLAND_10       |                           |
|                   | Building                  |             | SV_CI_COUNTY_10         |                           |



1 inch = 300 feet  
 0 0.0275 0.055 0.11 mi  
 0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,



## NOTICE OF MAILING

I, Steve Donoavn, on November 2, 20 22  
mailed 12 copies of Notice of Public Hearing  
for COZ-2022-0011  
to property owners within 300 feet of the proposal  
as shown on the attached list.

A handwritten signature in black ink, appearing to read "Steve Donoavn".

\_\_\_\_\_  
Signature

37  
CORPORATION OF THE PRESIDING BISHOP  
C/O TAX DIVISION  
50 E NORTH TEMPLET ST FL 22  
SALT LAKE CITY, UT 84150

37  
SAUCEDA LISA & ANTHONY  
1897 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
WHITE JR ANDREW JAMES  
1889 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
KINKADE MICHEAL & BETH L  
1898 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
NIKOLAUS TIM  
90990 SUMMIT VIEW DR  
KENNEWICK, WA 99338

37  
FINCH DEREK & LAURA  
1868 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
DERRICK OLGA  
1846 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
ANDERSON BENJAMIN & KAREN L  
1867 S HONEYSUCKLE ST  
KENNEWICK, WA 99338

37  
VAN ZUYEN JR GERALD  
18708 S CLODFELTER RD  
KENNEWICK, WA 99338

37  
VAN ZUYEN MARJORIE  
1664 SORRENTO LANE  
RICHLAND, WA 99352

37  
GRAVENSLUND FITNESS LLC  
90905 S SAGEBRUSH RD  
KENNEWICK, WA 99338

37  
EDWARD ROSE MILLENINIAL  
DEVELOPMENT LLC  
PO BOX 2012  
BLOOMFIELD HILLS, MI 48303

## KENNEWICK PLANNING COMMISSION

### NOTICE OF PUBLIC HEARING

November 21, 2022 6:30 p.m.

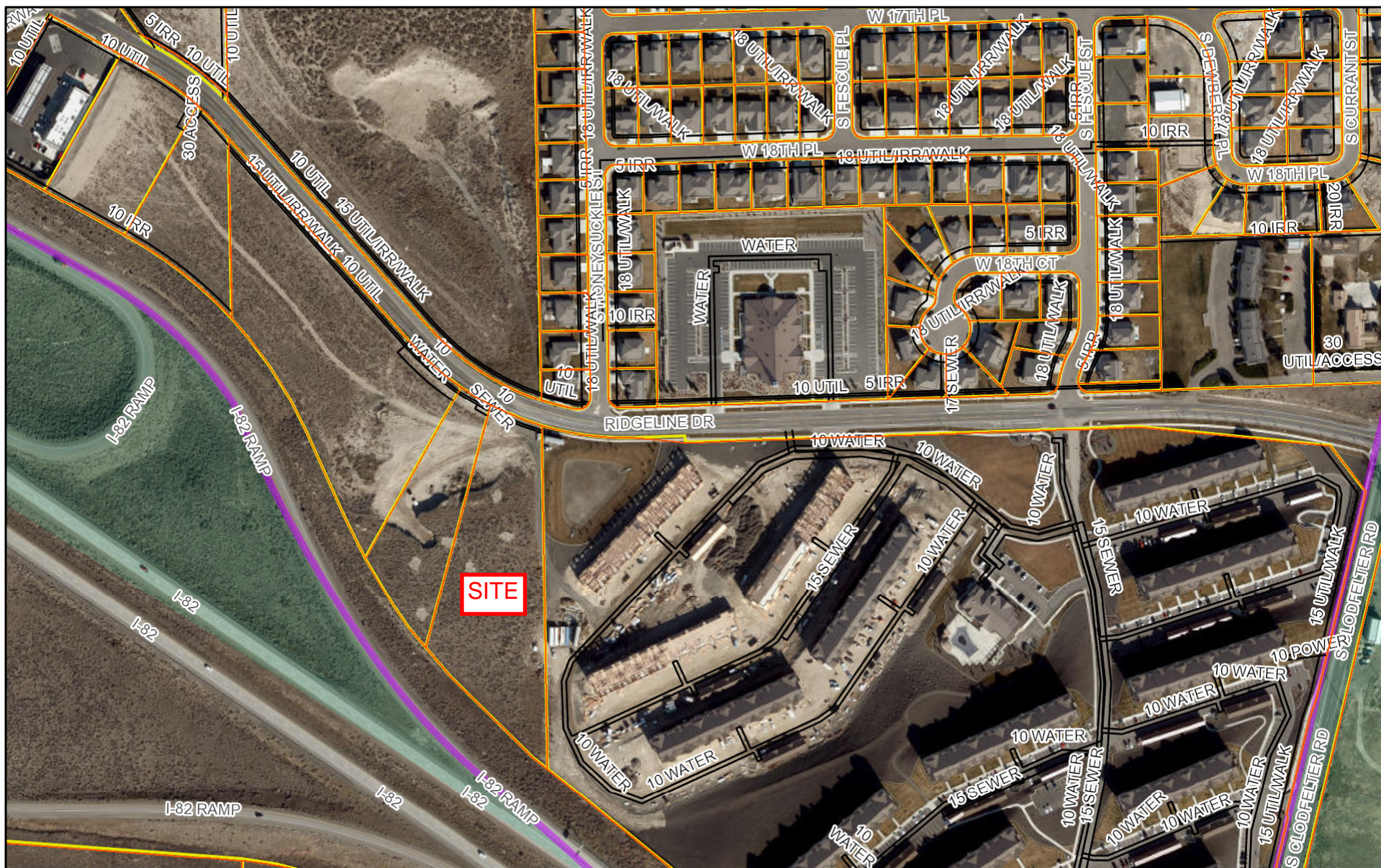
The Kennewick Planning Commission will hold a Public Hearing on Monday, November 21, 2022, at City Hall Council Chambers, 210 West 6<sup>th</sup> Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed Change of Zone. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item. The public hearing will be conducted in a hybrid setting which will allow interested parties to participate in person or virtually. To participate virtually in the hearing, use the link found at <https://www.go2kennewick.com/598/Planning-Commission>.

Permit# COZ-2022-0011 – A Change of Zone from Business Park (BP) to Community, Commercial (CC) for 3 acres located at 10487 Ridgeline Drive. The property has a comprehensive plan land use designation of Commercial. **Review the site map on the back of this notice.**

Submit written comments to Steve Donovan at [steve.donovan@ci.kennewick.wa.us](mailto:steve.donovan@ci.kennewick.wa.us) or mail to PO Box 6108, Kennewick, WA 99336. For questions about this project, please call Steve Donovan (509) 585-4361.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

# Site Map



September 20, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.



1 inch = 300 feet 1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

CountyParcelLayer	<b>SurveyAddressPoint</b>	Building	Parcel
StreetName	<all other values>	Condo	Survey Easement
	Apartment	Mobile Home	



**CITY OF KENNEWICK  
DETERMINATION OF NON-SIGNIFICANCE**

**FILE/PROJECT NUMBER:** ED-2022-0039

**DESCRIPTION OF PROPOSAL:** A Change of Zone for 3 acres from Business Park (BP) to Community, Commercial (CC). Additionally, the applicant plans to construct a five building, 43,700 square foot mini-storage at the site.

**PROPONENT:** Archibald & Company, c/o Jason Archibald, 660 Symons Street, Richland, WA 99354

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** 10487 Ridgeline Drive

**LEAD AGENCY:** City of Kennewick

**DETERMINATION:** The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by \_\_\_\_\_. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

**RESPONSIBLE OFFICIAL:** Anthony Muai, AICP  
**POSITION/TITLE:** Planning Director  
**ADDRESS:** 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336  
**PHONE:** (509) 585-4386

Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- No conditions.
- See attached condition(s).

Date: October 6, 2022      Signature: \_\_\_\_\_ 

\*\*\*\*\*

**Appeal:** An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued and no later than 5 p.m. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:      Dept. of Ecology  
WA Dept. of Fish & Wildlife  
WSDOT  
Yakama Nation  
CTUIR  
ED-2022-0039 File



**From:** [Shanna Everson](#)  
**To:** [Steve Donovan](#)  
**Subject:** RE: [E] COZ-2022-0011/ED-2022-0039  
**Date:** Tuesday, September 20, 2022 3:29:55 PM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[image005.png](#)

---

No comment.

Shanna Everson  
Distribution Design Tech 2  
509-585-5367



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**From:** Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>  
**Sent:** Tuesday, September 20, 2022 2:32 PM  
**To:** Ashley M. Morton <AshleyMorton@ctuir.org>; Ben Franklin Transit - Bill Barlow <bbarlow@bft.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept - Rick Dawson <rickd@bfhd.wa.gov>; EngService <EngService@bentonpud.org>; Jeff Vosahlo <vosahloj@bentonpud.org>; Nancy Lang <langn@bentonpud.org>; Chad Brooks <brooksc@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodgers@bpa.gov>; BPA - Joe Cottrell <jecottrell@bpa.gov>; BPA - Mike Deklyen <mjdeklyen@bpa.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas - Sara Pineda <sara.pineda@cngc.com>; Casey Barney <Casey\_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Charter-Ryan Sams <Ryan.Sams@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Dept of Arhaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Fish & Wildlife <harvepjh@dfw.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Jessica Lally <Jessica\_Lally@Yakama.com>; KID Development <development@kid.org>; Kyle McCauley <Kyle.McCauley@cngc.com>; Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver <Noah\_Oliver@Yakama.com>; US Army Corps of Engineers <CENWW-RE@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline - Audie Neuson <audie.neuson@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtelban <enviroreview@yakama.com>; Ziplly Fiber Christy Ross <christy.ross@ziply.com>  
**Subject:** [E] COZ-2022-0011/ED-2022-0039

---

[EXTERNAL EMAIL]

Attached is a proposed Change of Zone and SEPA Checklist.

The SEPA Checklist covers the Change of Zone and the mini-storage the applicant is wanting to build at the site sometime in the future.

Let me know if you have any questions.

Steve

**Steve Donovan, AICP**

City of Kennewick

Community Planning/Planning Manager

O: 509.585.4361

[Steve.Donovan@ci.kennewick.wa.us](mailto:Steve.Donovan@ci.kennewick.wa.us)



## BENTON CLEAN AIR AGENCY

---

September 21, 2022

Re: ED-2022-0039

Steve Donovan, AICP  
Community Planning  
PO Box 6108  
Kennewick, WA 99336

**Applicant/Proponent: Archibald & Company Architects**  
Attn: Jason Archibald  
660 Symons St  
Richland, WA 99354

Dear Mr. Donovan:

It has come to our attention that you are reviewing a proposal for the above named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will insure that the proponent has the ability and resources to control fugitive dust emissions that may be created as a result of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects, and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, [www.bentoncleanair.org](http://www.bentoncleanair.org).

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

*Noah Lee*

Noah Lee  
Inspector

**From:** [Daniel Tissell](#)  
**To:** [Steve Donovan](#)  
**Subject:** RE: COZ-2022-0011/ED-2022-0039  
**Date:** Tuesday, September 27, 2022 2:46:42 PM  
**Attachments:** [image004.png](#)  
[image005.png](#)

---

Steve,

KID has no comment regarding this matter.

Thanks,

Daniel Tissell, P.E.  
 Assistant Engineering Manager  
 Kennewick Irrigation District  
 2015 S. Ely Street  
 Kennewick, WA 99337  
 (509) 586-6012 ext. 116




---

**From:** Steve Donovan <Steve.Donovan@ci.kennewick.wa.us>  
**Sent:** Tuesday, September 20, 2022 2:32 PM  
**To:** Ashley M. Morton <AshleyMorton@ctuir.org>; Ben Franklin Transit - Bill Barlow <bbarlow@bft.org>; Ben Franklin Transit - Kevin Sliger <ksliger@bft.org>; Benton Clean Air Authority - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air John Lyle <john.lyle@bentoncleanair.org>; Benton Franklin Health Dept - Rick Dawson <rickd@bfhd.wa.gov>; Benton PUD - engineering services <engservice@bentonpud.org>; Benton PUD - Jeff Vosahlo <vosahloj@bentonpud.org>; Benton PUD - Nancy Lang <langn@bentonpud.org>; Benton PUD Chad Brooks <brooksc@bentonpud.org>; Benton PUD Shanna Everson <eversons@bentonpud.org>; Benton PUD Tina Glines <glinest@bentonpud.org>; BPA - Deborah Rodgers <dxrodders@bpa.gov>; BPA - Joe Cottrell <jecottrell@bpa.gov>; BPA - Mike Deklyen <mjdeklyen@bpa.gov>; Cascade Gas James Thomas <james.thomas@cngc.com>; Cascade Natural Gas - Sara Pineda <sara.pineda@cngc.com>; Casey Barney <Casey\_Barney@Yakama.com>; Charter - Junior Campos <junior.campos@charter.com>; Charter-Ryan Sams <Ryan.Sams@charter.com>; Columbia Irrigation District <cid@columbiairrigation.com>; Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept of Fish & Wildlife <harvepjh@dfw.wa.gov>; Dept of Natural Resources SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District (dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us) <Greg.Wendt@co.benton.wa.us>; Jessica Lally <Jessica\_Lally@Yakama.com>; Development <development@kid.org>; Kyle McCauley <Kyle.McCauley@cngc.com>; Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Mike Stevens - (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver

<Noah\_Oliver@Yakama.com>; US Army Corps of Engineers <CENWW-RE@usace.army.mil>; WDFW (R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline - Audie Neuson <audie.neuson@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia Sachtleban <enviroreview@yakama.com>; Ziply Fiber Christy Ross <christy.ross@ziply.com>

**Subject:** COZ-2022-0011/ED-2022-0039

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is a proposed Change of Zone and SEPA Checklist.

The SEPA Checklist covers the Change of Zone and the mini-storage the applicant is wanting to build at the site sometime in the future.

Let me know if you have any questions.

Steve

**Steve Donovan, AICP**

City of Kennewick

Community Planning/Planning Manager

O: 509.585.4361

[Steve.Donovan@ci.kennewick.wa.us](mailto:Steve.Donovan@ci.kennewick.wa.us)



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

Central Region Office

1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

October 3, 2022

Steve Donovan  
Kennewick Development Services  
PO Box 6108  
Kennewick, WA 99336

Re: 202204728, ED-2022-0039

Dear Steve Donovan:

Thank you for the opportunity to comment on the Pre-Threshold Consultation for the Ridgeline Drive Development. We have reviewed the environmental checklist and have the following comment.

**WATER RESOURCES**

If you plan to use water for dust suppression at your project site, be sure that you have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology. Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances water may need to be obtained from a different area and hauled in or from an existing water right holder.

If you have any questions or would like to respond to these Water Resources comments, please contact **Christopher Kossik** at (509) 379-1826 or email at [christopher.kossik@ecy.wa.gov](mailto:christopher.kossik@ecy.wa.gov).

Sincerely,

*Lucila Cornejo*

Lucila Cornejo  
SEPA Coordinator  
Central Regional Office  
(509) 208-4590  
[crosepacoordinator@ecy.wa.gov](mailto:crosepacoordinator@ecy.wa.gov)

**From:** [Rodgers,Deborah \(CONTR\) - TERR-TRI CITIES RMHQ](#)  
**To:** [Steve Donovan](#)  
**Cc:** [Cummings,Nicole M \(BPA\) - TERR-TRI CITIES RMHQ](#)  
**Subject:** RE: COZ-2022-0011/ED-2022-0039  
**Date:** Wednesday, October 5, 2022 5:12:05 PM  
**Attachments:** [image002.png](#)  
[image004.png](#)  
[image001.png](#)

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Steve,

Bonneville Power Administration's (BPA) has had the opportunity to review COZ-2022-0011/ED-2022-0039. The zone change is for the future construction of a five building, 47,000 square foot mini-storage. The project is located at 10487 Ridgeline Drive in Kennewick, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 2000 feet from the subject property. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Nicole Cummings at (509) 542-5499 or by email at [nmcummings@bpa.gov](mailto:nmcummings@bpa.gov).

Thank you for the opportunity to review this application.



*Deborah Rodgers*

Realty Technician Contractor

2211 North Commercial Avenue, Pasco, WA 99301

Bonneville Power Administration | TERR/Tri-Cities-RNHQ

Real Property Field Services | (509) 544-4749

---

**From:** Steve Donovan <[Steve.Donovan@ci.kennewick.wa.us](mailto:Steve.Donovan@ci.kennewick.wa.us)>

**Sent:** Tuesday, September 20, 2022 2:32 PM

**To:** Ashley M. Morton <[AshleyMorton@ctuir.org](mailto:AshleyMorton@ctuir.org)>; Ben Franklin Transit - Bill Barlow <[bbarlow@bft.org](mailto:bbarlow@bft.org)>; Ben Franklin Transit - Kevin Sliger <[ksliger@bft.org](mailto:ksliger@bft.org)>; Benton Clean Air Authority - Tyler Thompson <[tyler.thompson@bentoncleanair.org](mailto:tyler.thompson@bentoncleanair.org)>; Benton Clean Air John Lyle <[john.lyle@bentoncleanair.org](mailto:john.lyle@bentoncleanair.org)>; Benton Franklin Health Dept - Rick Dawson <[rickd@bfhd.wa.gov](mailto:rickd@bfhd.wa.gov)>; Benton PUD - engineering services <[engservice@bentonpud.org](mailto:engservice@bentonpud.org)>; Benton PUD - Jeff Vosahlo <[vosahloj@bentonpud.org](mailto:vosahloj@bentonpud.org)>; Benton PUD - Nancy Lang <[langn@bentonpud.org](mailto:langn@bentonpud.org)>; Benton PUD Chad Brooks <[brooksc@bentonpud.org](mailto:brooksc@bentonpud.org)>; Benton PUD Shanna Everson <[eversons@bentonpud.org](mailto:eversons@bentonpud.org)>; Benton PUD Tina Glines <[glinest@bentonpud.org](mailto:glinest@bentonpud.org)>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <[dxrodgers@bpa.gov](mailto:dxrodgers@bpa.gov)>; Cottrell II,Joseph E (BPA) - TERR-TRI CITIES RMHQ <[jecottrell@bpa.gov](mailto:jecottrell@bpa.gov)>; BPA - Mike Deklyen <[mjdeklyen@bpa.gov](mailto:mjdeklyen@bpa.gov)>; Cascade Gas James Thomas <[james.thomas@cngc.com](mailto:james.thomas@cngc.com)>; Cascade Natural Gas - Sara Pineda <[sara.pineda@cngc.com](mailto:sara.pineda@cngc.com)>; Casey Barney <[Casey\\_Barney@Yakama.com](mailto:Casey_Barney@Yakama.com)>; Charter - Junior Campos <[junior.campos@charter.com](mailto:junior.campos@charter.com)>; Charter-Ryan Sams <[Ryan.Sams@charter.com](mailto:Ryan.Sams@charter.com)>; Columbia Irrigation District <[cid@columbiairrigation.com](mailto:cid@columbiairrigation.com)>; Dept of Arhaeology and Historic Preservation ([sepa@dahp.wa.gov](mailto:sepa@dahp.wa.gov))

<sepa@dahp.wa.gov>; Dept of Fish & Wildlife <harvepjh@dfw.wa.gov>; Dept of Natural Resources  
SEPA Center <sepacenter@dnr.wa.gov>; Dustin Fisk - Kennewick School District  
(dustin.fisk@ksd.org) <dustin.fisk@ksd.org>; Greg Wendt (Greg.Wendt@co.benton.wa.us)  
<Greg.Wendt@co.benton.wa.us>; Jessica Lally <Jessica\_Lally@Yakama.com>; KID Development  
<development@kid.org>; Kyle McCauley <Kyle.McCauley@cngc.com>; Michelle Cooke  
<Michelle.Cooke@co.benton.wa.us>; Mike Stevens - (mstevens@ci.richland.wa.us)  
<mstevens@ci.richland.wa.us>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver  
<Noah\_Oliver@Yakama.com>; US Army Corps of Engineers <CENWW-RE@usace.army.mil>; WDFW  
(R3Planning@dfw.wa.gov) <R3Planning@dfw.wa.gov>; Williams Pipeline - Audie Neuson  
<audie.neuson@williams.com>; WSDOT <scplanning@wsdot.wa.gov>; Yakama Nation - Thalia  
Sachtleban <enviroreview@yakama.com>; Ziplly Fiber Christy Ross <christy.ross@ziplly.com>

**Subject:** [EXTERNAL] COZ-2022-0011/ED-2022-0039

Attached is a proposed Change of Zone and SEPA Checklist.

The SEPA Checklist covers the Change of Zone and the mini-storage the applicant is wanting to build at the site sometime in the future.

Let me know if you have any questions.

Steve

**Steve Donovan, AICP**

City of Kennewick

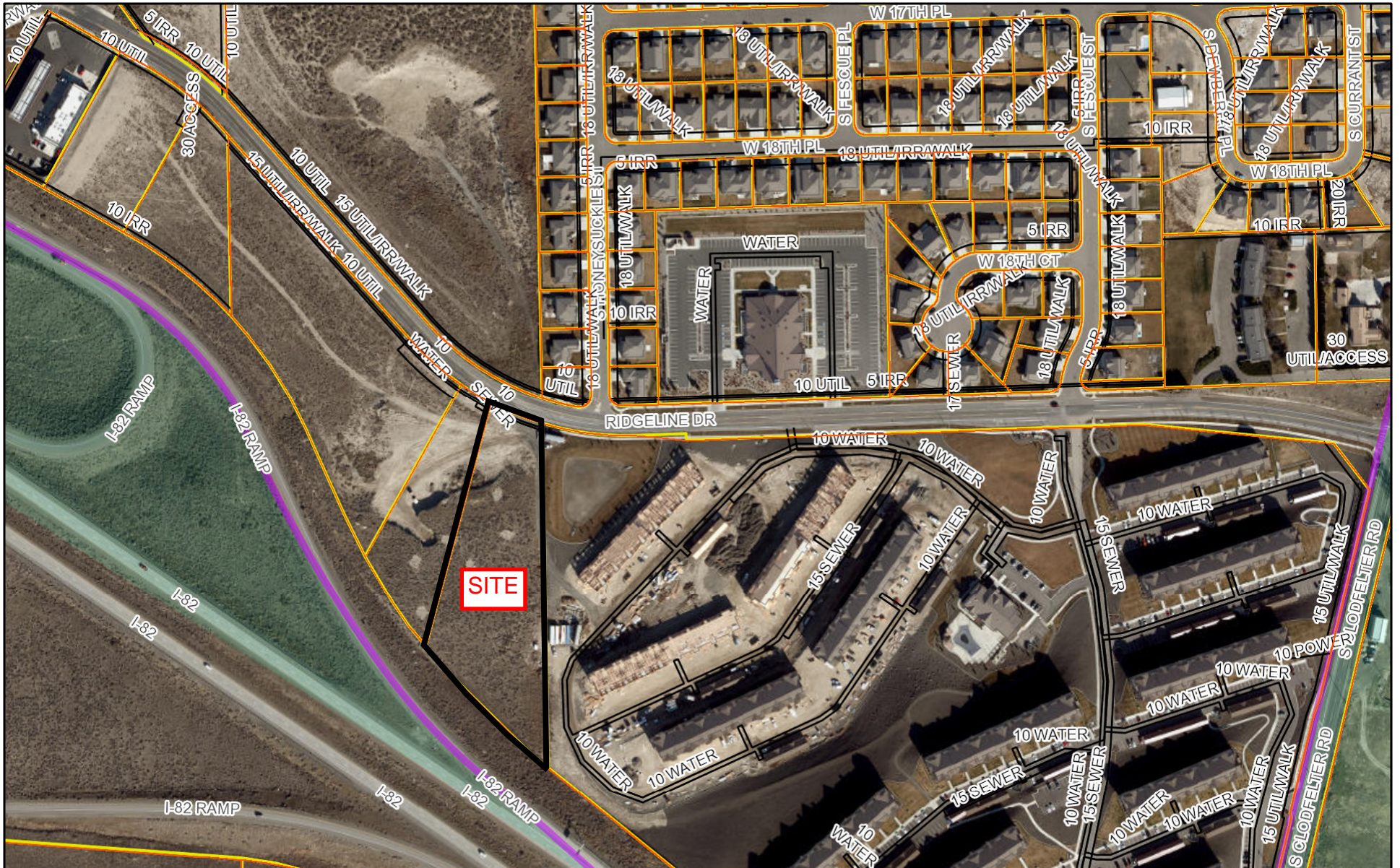
Community Planning/Planning Manager

O: 509.585.4361

[Steve.Donovan@ci.kennewick.wa.us](mailto:Steve.Donovan@ci.kennewick.wa.us)

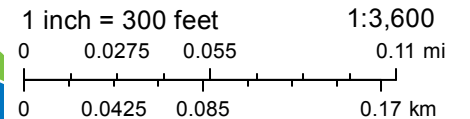


# Site Map



September 20, 2022 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

CountyParcelLayer	<b>SurveyAddressPoint</b>	Building	Parcel
StreetName	<all other values>	Condo	Survey Easement
	Apartment	Mobile Home	



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

# Council Agenda Coversheet



Agenda Item Number	6.a.	Council Date	12/06/2022
Agenda Item Type	Ordinance		
Subject	AZ 21-02 Columbia Basin Developers Annexation		
Ordinance/Reso #	6001	Contract #	
Project #	AZ 21-02	Permit #	PLN-2021-02690
Department	Planning		

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

### Recommendation

Staff recommends that the City Council annex this area by adopting Ordinance 6001.

### Motion for Consideration

I move to adopt Ordinance 6001.

### Summary

On September 21, 2021, the Kennewick City Council conducted a Public Meeting and accepted a Notice of Intent to Petition for Annexation that was initiated through a 10% Petition by Columbia Basin Developers, LLC. After working with staff to determine the ability to provide utilities and access to the site, the petitioners submitted a 60% petition which was received by staff on September 14, 2022.

The proposed annexation area is 42.1 acres comprised one parcel and no right of way. The assessed valuation of the parcel is \$37,050. A Determination of Sufficiency was issued by the Benton County Assessor on September 20, 2022 and accounts for 100% of the assessed valuation.

Adoption of Ordinance 6001 would approve the annexation, require the assumption of existing city indebtedness and establish zoning in the annexation area of Residential

### Alternatives

None recommended.

### Fiscal Impact

Annexation will increase property tax revenue, however, future development will generate greater returns in the form of increased property tax revenue and sales associated with construction revenues.

Through	Steve Donovan Nov 28, 11:14:31 GMT-0800 2022
Dept Head Approval	Anthony Muai Nov 28, 12:17:10 GMT-0800 2022
City Mgr Approval	Marie Mosley Dec 02, 12:37:19 GMT-0800 2022

Attachments:

Staff Report
Presentation
Ordinance

Recording Required?



# Exhibit 1

## Community Planning Department

210 West 6th Avenue  
Kennewick, WA 99336  
Phone: (509) 585-4561

---

### ANNEXATION 21-02 STAFF REPORT

<b>Report Date:</b>	November 28, 2022
<b>Hearing Date &amp; Location:</b>	December 6, 2022, Council Chambers and Virtually Online
<b>Report Prepared By:</b>	Steve Donovan, AICP Planning Manager
<b>Report Reviewed By:</b>	Matt Halitsky, AICP Senior Planner
<b>Summary Recommendation:</b>	The City of Kennewick Planning Staff RECOMMENDS that Annexation 21-02 be <b>APPROVED</b> .
<b>Summary of Proposal:</b>	Annex approximately 42.1 acres
<b>Proposal Location:</b>	Generally east of 5577 S Kent Street and north of 37123 S Olympia Street.
<b>Legal Description:</b>	<u>Parcel Number: 1-2489-400-0006-000</u> THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., LYING SOUTHWESTERLY OF THE KENNEWICK IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, RECORDS OF BENTON COUNTY, WASHINGTON.
<b>Property Owners:</b>	Columbia Basin Developers, LLC (2312 S Ely Street, Kennewick, WA 99337)

#### Exhibits

- Exhibit 1 – Staff Report
- Exhibit 2 – Boundary Map
- Exhibit 3 – Petition for Annexation
- Exhibit 4 – Determination of Sufficiency
- Exhibit 5 – Zoning Map

# Exhibit 1

## Background and Overview

This property has been in the City of Kennewick's Urban Growth Boundary since 1996. The annexation area is located east of 5577 S Kent Street and north of 37123 S Olympia Street. The site is vacant and sloped from the NE to SW with areas that exceed 40%.

## Urban growth

The annexation area lies within Kennewick's Urban Growth Area (UGA). The Growth Management Act established UGAs with the intent that future growth within cities be directed to areas where urban services are available or easily extended. UGAs are typically established adjacent to existing urban development. The existing land use designation for the annexation area is Low Density Residential.

## Zoning

The proposed zoning for this area is Residential, Suburban (RS) which requires that each parcel be at least 10,500 square feet in size. It also allows the keeping of farm animals at a rate of one animal per half acre if the parcel is at least 30,000 square feet in size.

## Infrastructure

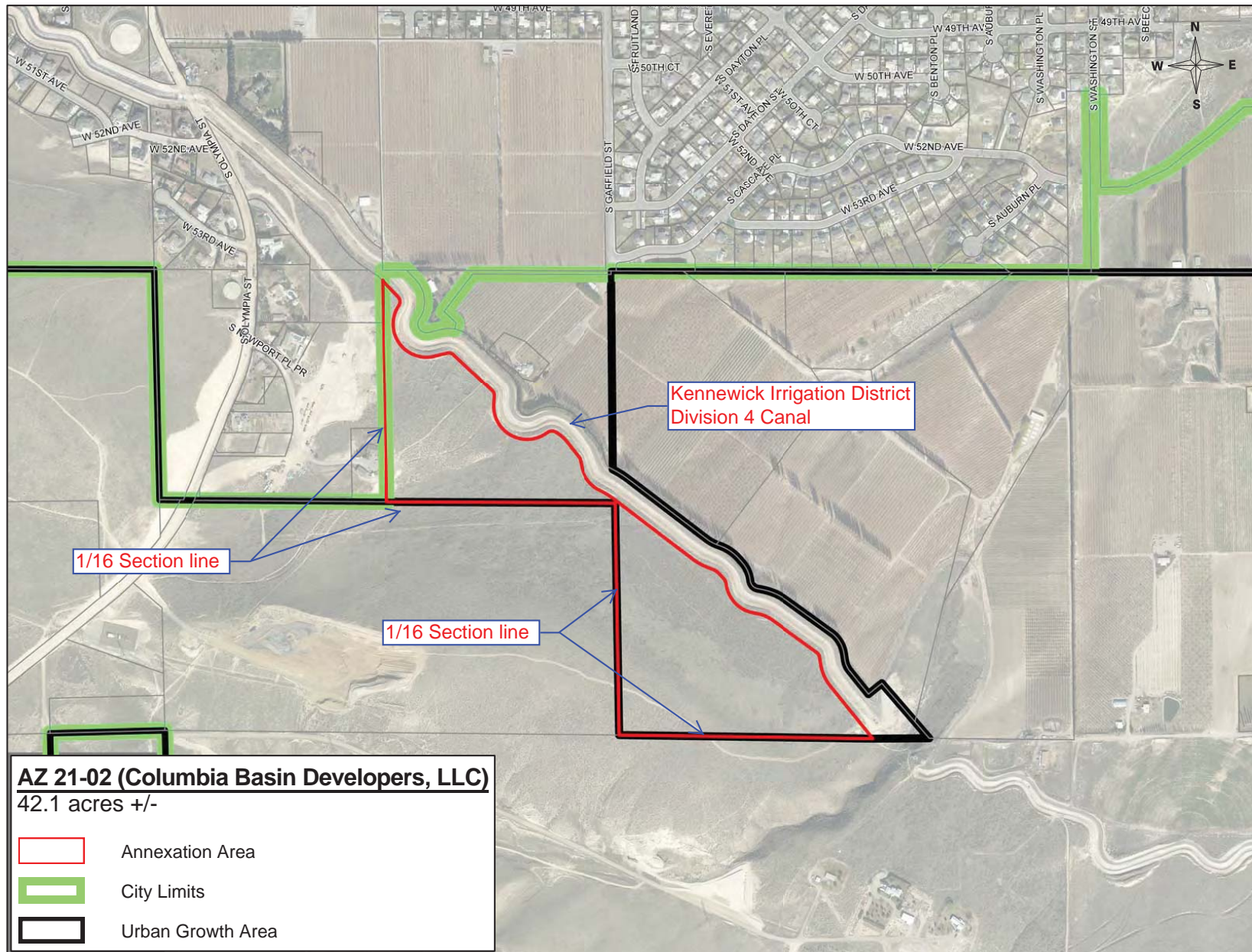
This parcel is currently not served with city water, sewer or streets. The closest city utilities are in S Kent Street, which is 125 feet to the west of the site. Access to the site will be from S Kent Street and SR 397 to the south once the site is developed.

## Findings

1. The annexation area lies entirely within the urban growth area.
2. Upon annexation, assumption of existing City indebtedness will be required by the property owners within the annexation area.
3. The zoning for the annexation area will be Residential, Suburban (RS).
4. Water and Sewer services do not exist in the annexation area. Water and sewer utilities are required to be extended by the site developer.
5. Access to the site is required to be extended from S Kent Street and SR 397 by the site developer.
6. Benton County #1 is currently the first responder to this area for fire and emergency medical services. Kennewick Fire Department provides backup. Should the area be annexed, Kennewick Fire Department will take the role as the first responder to the area for fire and medical services.
7. Benton County Sheriff is currently the first responder to this area. Kennewick Police Department currently provides backup. Should the area be annexed, Kennewick Police Department would be the first responder with Benton County Sheriff providing backup when needed.
8. The 60% petition was received on September 14, 2022.
9. A request for a Determination of Sufficiency was mailed to the Benton County Assessor on September 14, 2022. The Determination of Sufficiency was issued September 20, 2022.
10. Notice of the public hearing for this annexation was posted on November 17, 2022 in three locations in the annexation area as required by RCW 35A.14.130. One posted at 557 S Kent Street, one at the entrance to the Benton County Quarry on S Olympia Street and one at 37129 S Olympia Street.
11. Notice of the public hearing for this annexation was published in the Tri-City Herald on November 18, 2022 as required by RCW 35A.14.130.
12. Notices were mailed to the Benton County Treasurer, Benton County Assessor, Benton County Fire District #1 and appropriate utilities on September 27, 2022 as required by RCW 35A.14.801.

## Recommendation

Staff recommends that City annex this area by adopting Ordinance 6001.





## Community Planning Department

210 West 6th Avenue  
 Kennewick, WA 99336  
 Phone: (509) 585-4280  
[cedinfo@ci.kennewick.wa.us](mailto:cedinfo@ci.kennewick.wa.us)

### PETITION FOR ANNEXATION

We the undersigned, being the owners of real property within the area described which lies outside the corporate limits of the City of Kennewick, Washington, but is contiguous thereto, having an assessed value in excess of 60 percent (50 percent for "islands") of the total value of the said described area according to the assessed valuation for general taxation purposes, do hereby petition the City Council of Kennewick for annexation of said described area to the City of Kennewick, Washington in accordance with RCW 35A.14.120. The proposed area for annexation is described on Exhibit "A" attached here to and depicted on Exhibit "B" further attached hereto.

*We further provide that the property within the territory to be annexed shall be subject to the conditions indicated by the Minute entry as follows:*

*Mr. Lee moved to accept the petition for annexation (AZ 21-01) with the proposed boundary; designate zoning for the area consistent with land use plan; and require the assumption of existing indebtedness. The motion was seconded by Mr. Torelli and carried 7 to 0.*

It is acknowledged that this petition may consist of a group of pages filed independently containing identical text material and it is intended by the signers of this petition that they be presented and considered as on petition.

Owner Signature	Printed Owner Name	Street Address		Assessed Valuation	Date Signed
		Tax Parcel Number			
	Marcus Goodman for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	9/12/2022
	Justin Goodman for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	9/12/2022
	Drew Goodman for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	9-12-22
	Tim Goodman for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	9/12/2022
	Chuck Barr for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	9/12/22
	for Columbia Basin Developers, LLC	Not assigned	124894000006000	\$37,050	

FOR PROPERTY OWNED BY BUSINESSES, CORPORATIONS OR TRUSTS: RCW 35A.01.040(9)(d) requires that any petition signed by an officer of a corporation must have attached to the petition a certified excerpt from the bylaws of such corporation showing they have authority to sign on behalf of the business, corporation or trust.

EXHIBIT A

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., LYING SOUTHWESTERLY OF THE KENNEWICK IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, RECORDS OF BENTON COUNTY, WASHINGTON.

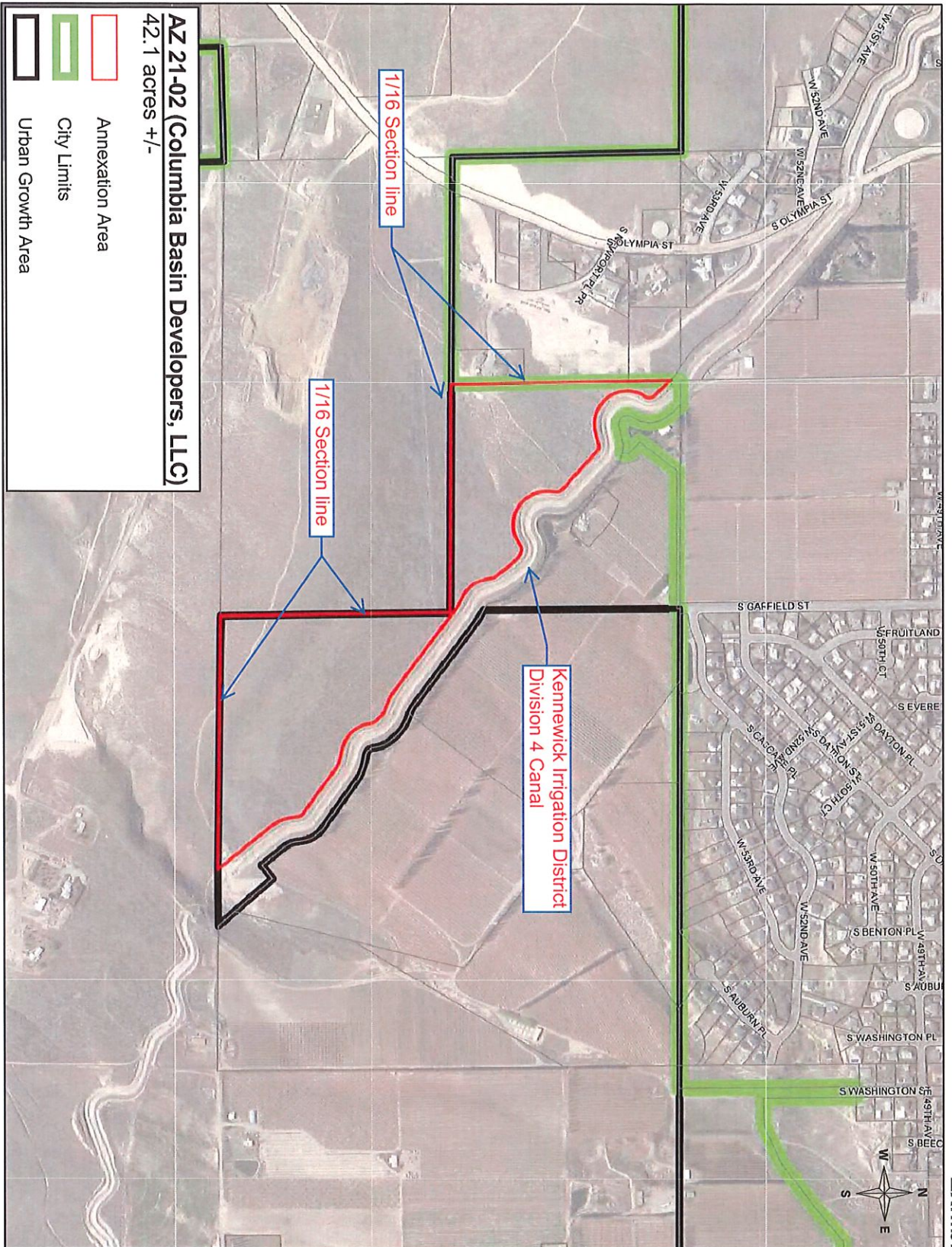


Exhibit B



**OPERATING AGREEMENT OF  
COLUMBIA BASIN DEVELOPERS OF KENNEWICK, LLC**

---

THIS AGREEMENT of Columbia Basin Developers of Kennewick, LLC (the “Company”) is made and entered into as of September 22, 2020, by the undersigned who by execution of this Operating Agreement (“Agreement”) memorialize their membership in the Company. This Agreement supersedes and replaces the Operating Agreement dated January 1, 2012, as well as any other prior Operating Agreements of the Company.

**ARTICLE I  
FORMATION OF COMPANY**

- 1.1 *Formation.* The Company was originally formed on October 7, 1998, when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with and pursuant to the Act.
- 1.2 *Name.* The name of the Company is “Columbia Basin Developers of Kennewick, LLC.”
- 1.3 *Principal Place of Business.* The principal place of business of the Company is located at 7045 W. 31<sup>st</sup> Place, Kennewick, WA 99338. The Company may locate its place of business at any other place or places as the Members may from time to time deem advisable.
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<i>Name</i>	<i>Address</i>
Charles A. Barr	7045 W. 31 <sup>st</sup> Place Kennewick, WA 99338

The registered office and registered agent may be changed by the Members from time to time.

**ARTICLE II  
MEMBERS**

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- 4.3 *Capital Accounts.* A separate Capital Account will be maintained for each Member.

#### ARTICLE V ALLOCATIONS

- 5.1 *Allocations of Net Profits and Net Losses from Operations.* Except as may be required by § 704(c) of the Internal Revenue Code, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in proportion to their respective percentage interests in the Company.
- 5.2 *Monthly Distributions.* The Members shall decide the amount and type of monthly distributions to be paid to the Members.
- 5.3 *Interim Distributions.* From time to time, the Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, without limitation, for operating expenses, debt service, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members shall make distributions to each Member in accordance with their percentage interest or as otherwise decided.

- 5.4 *Limitation on Distributions.* No distributions shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.
- 5.5 *Rights of Return of Contribution.* Except as provided in Article VI, no Member has a right to have his membership interest redeemed or his capital contribution returned prior to the termination of the Company.
- 5.6 *Losses.* Losses shall be borne by the Members according to their percentage interest in the Company.

**ARTICLE VI**  
***BANKRUPTCY, DEATH, DISABILITY, WITHDRAWAL OR RESIGNATION OF MEMBER***

- 6.1 *Triggering Event.* Upon the bankruptcy, death, disability, withdrawal or resignation of any member, judgment against any Member, or involuntary transfer of any units, the Company shall continue only at the option of the remaining Member(s). If the remaining Members elect to continue the Company, they shall have the option to purchase the withdrawing member's interest. The decision to continue or dissolve the Company, and to exercise the option, shall be made within ninety days from the event causing the withdrawal.
- 6.2 *Disability.* "Disability" shall be defined for purposes of this Operating Agreement as the effective date that due to a physical or mental condition a member is no longer capable of performing the essential functions of his/her job on a consistent and regular basis. In such an event, if the holders of the remaining Units in the Company elect to continue the Company, the disabled member shall receive the Purchase Price for his/her Membership interest.
- 6.3 *Withdrawal or Resignation.* Any Member of the Company may withdraw or resign at any time by giving written notice to all other Members of the Company. The withdrawal or resignation of any Member shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation or withdrawal shall not be necessary to make it effective.
- 6.4 *Purchase Price.* The Purchase Price of the Membership interest shall be the capital contribution of the Selling Member at the time of bankruptcy, death, disability, withdrawal or resignation. The bankruptcy, death, disability, withdrawal or resignation of a Member shall not entitle the Member, or the successor of the Member, to receive any distribution from the Company except in accordance with the terms of this Operating Agreement. Neither the Selling Member, nor the successor to such Member, shall be entitled to the return of his/her capital

contribution until the dissolution and termination of the Company or, if the remaining Member(s) elect to continue the Company, as set forth in Paragraph 6.5.

- 6.5 *Notice and Payment.* For purposes of exercising the option to purchase under this Operating Agreement, notice of exercise of the option shall be given to the Selling Member or his/her successor. The notice shall be within the times set forth in Paragraph 6.1 and payment of the capital contribution shall be made no later than one year after the occurrence of the event triggering the option to purchase or dissolve.
- 6.6 *Return of Capital Contribution.* Return of the Capital Contribution shall be made in cash or certified funds. The Purchasing Member(s) must also indemnify the Selling Member(s) from and against any and all indebtedness and other obligations of and to the Company and any and all guarantees, accommodations, and suretyships associated with any and all indebtedness and other obligations of the Company.

## ARTICLE VII MISCELLANEOUS

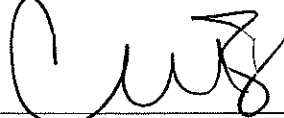
- 7.1 *Governing Law.* This Agreement will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with, the laws of the State of Washington, including but not limited to RCW 25.15 (the Washington Limited Liability Company Act).
- 7.2 *Transfers.* No Member may transfer all or any portion of his or her interest without the consent of all other Members. Any person or entity acquiring an interest without the approval of the other Members (such as through execution of a judgment against a Member) shall have no voting or management rights in the Company. The voting or management rights otherwise associated with the involuntarily transferred interest shall be apportioned pro rata to the remaining Member(s).
- 7.3 *Investment Representations.* The membership units evidenced hereby have not been registered under the Securities Act of 1933, the Securities Act of Washington, or any other state securities law (collectively, the "Securities Acts") because the Company is issuing the units in reliance upon the exemptions from the registration requirements of the Securities Acts, and the Company is relying upon the fact that the units are to be held by each member for investment. Accordingly, each Member hereby confirms the units have been acquired for such member's own account, for investment and not with a view to the resale or distribution thereof and may not be offered or sold to anyone unless there is an effective registration or other qualification relating thereto under all applicable Securities Acts or unless such Member delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification is not required. The Members understand that the Company is under no obligation to register the units

or to assist any Member in complying with any exemption from registration under the Securities Acts.

- 7.4 *Entire Agreement.* This Agreement is the entire Agreement of the parties and may only be modified or amended by their written agreement.
- 7.5 *No Assignment.* No Member shall assign any interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of each and every other Member.
- 7.6 *Indemnification.* The Company shall indemnify each Member against all liability, damage or expense arising from acts while in the scope of his duties to the maximum extent and under all circumstances permitted by law; except that the Company shall not indemnify a Member against liability, damage or expense resulting from the Member's gross negligence.
- 7.7 *Representations.* The undersigned Parties represent that Campbell & Bissell, PLLC was asked to draft this Agreement on behalf of the Company. Such representation necessarily creates a potential conflict of interest between members. As a result, each member acknowledges that they have been directed and encouraged to have this Agreement reviewed by independent counsel, that they have had adequate opportunity to do so, and that they have affixed their signature after either exercising this right, or waiving it voluntarily. The Parties further acknowledge that they have been encouraged to consult with their individual accountants or other tax professionals, that they have had adequate opportunity to do so, and that they have affixed their signature after either exercising this right, or waiving it voluntarily.

**IN WITNESS OF THEIR AGREEMENT**, this Operating Agreement has been executed as of the year and day first above written.

MEMBER



CHARLES A. BARR

MEMBER



DREW T. GOODMAN

MEMBER



---

JUSTIN L. GOODMAN


MEMBER



---

MARCUS T. GOODMAN

MEMBER



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TIM T. GOODMAN

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Marcus Goodman	\$159,148.77	125	12.5%
Tim Goodman	\$636,595.00	500	50%

**OPERATING AGREEMENT OF  
COLUMBIA BASIN DEVELOPERS OF KENNEWICK, LLC**

---

THIS AGREEMENT of Columbia Basin Developers of Kennewick, LLC (the “Company”) is made and entered into as of September 22, 2020, by the undersigned who by execution of this Operating Agreement (“Agreement”) memorialize their membership in the Company. This Agreement supersedes and replaces the Operating Agreement dated January 1, 2012, as well as any other prior Operating Agreements of the Company.

**ARTICLE I  
FORMATION OF COMPANY**

- 1.1 *Formation.* The Company was originally formed on October 7, 1998, when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with and pursuant to the Act.
- 1.2 *Name.* The name of the Company is “Columbia Basin Developers of Kennewick, LLC.”
- 1.3 *Principal Place of Business.* The principal place of business of the Company is located at 7045 W. 31<sup>st</sup> Place, Kennewick, WA 99338. The Company may locate its place of business at any other place or places as the Members may from time to time deem advisable.
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**MEMBER**

  
\_\_\_\_\_  
**CHARLES A. BARR**

**MEMBER**

  
\_\_\_\_\_  
**DREW T. GOODMAN**

MEMBER



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JUSTIN L. GOODMAN

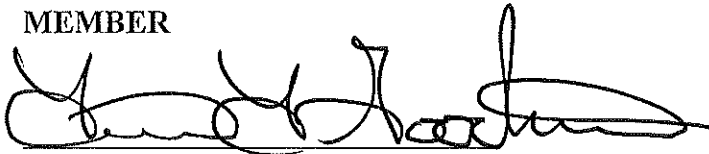
MEMBER



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MARCUS T. GOODMAN

MEMBER



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TIM T. GOODMAN

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Tim Goodman	\$636,595.00	500	50%

*Office of the Assessor*



**Bill Spencer, Assessor**  
 Danielle Hayes, *Chief Deputy Assessor*

City of Kennewick  
 Community Planning Department  
 210 W 6<sup>th</sup> Ave  
 Kennewick, WA 99336

September 20, 2022

Determination of Sufficiency  
 City of Kennewick – AZ 21-02

I, Bill Spencer, Benton County Assessor, do hereby certify that the petition for annexation provided by the City of Kennewick for the unincorporated lands located and described in attached Exhibit A is sufficient as far as the percentage of valuation required for the annexation as required by RCW 35A.14.120.

This petition was received in my office September 14, 2022, and this determination was commenced on September 20, 2022.

The specific determination is as follows:

Value	Signatures	Percentage
\$37,050	\$37,050	100.00%

Attest:

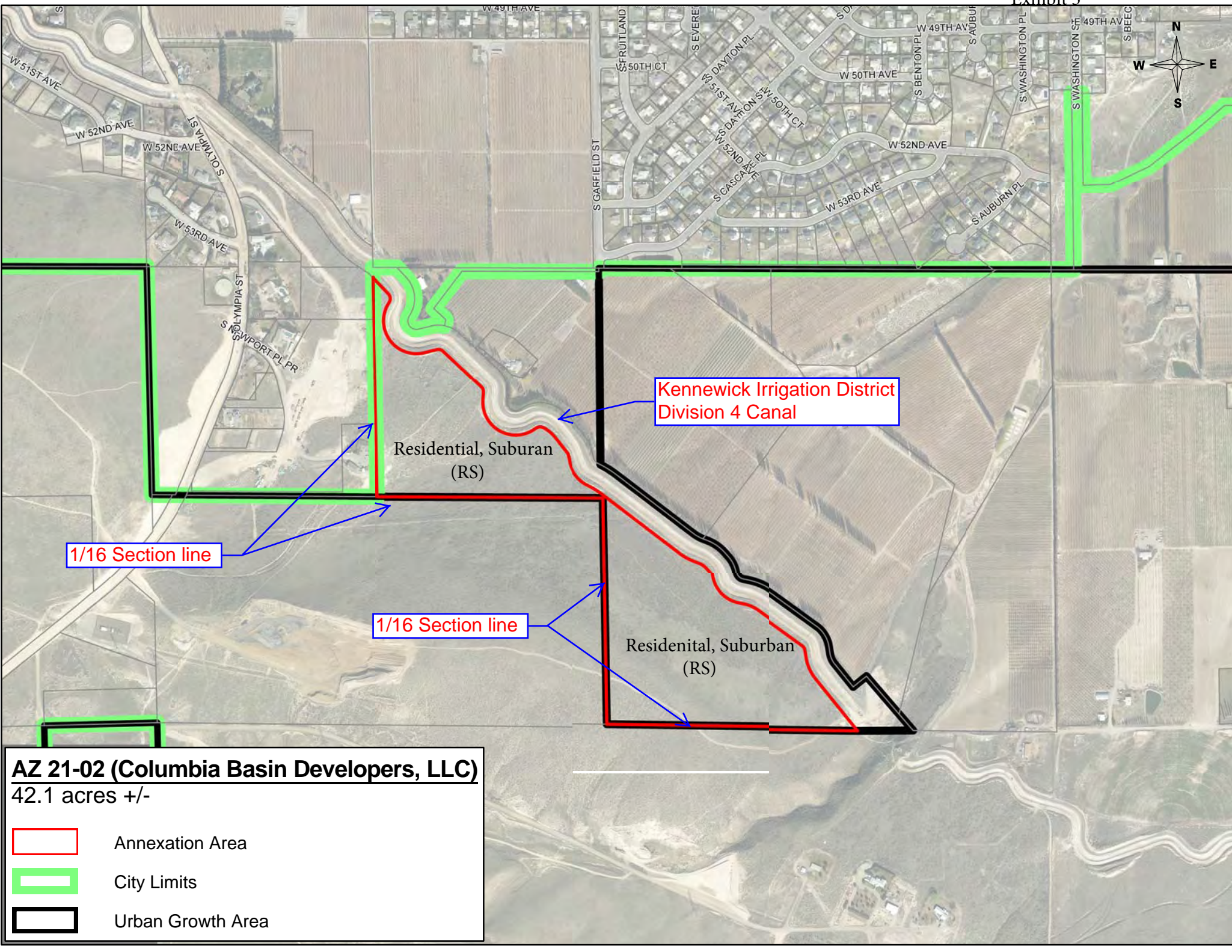
Bill Spencer  
 Benton County Assessor

cc: Benton County Commissioners

Certified Mail: 7018 1130 0001 8765 1236







**Kennewick Irrigation District  
Division 4 Canal**




Residential, Suburban  
(RS)

Residential, Suburban  
(RS)

**1/16 Section line**

**1/16 Section line**

**AZ 21-02 (Columbia Basin Developers, LLC)**  
42.1 acres +/-

-  Annexation Area
-  City Limits
-  Urban Growth Area

# City Council Hearing

## Annexation 21-02

December 6, 2022



# Background

- \* **Petitioner:** Columbia Basin Developers, LLC
- \* **Location:** East of 577 S Kent Street and north of 37123 S Olympia Street.
- \* **Size:** 42.1 acres
- \* **Existing Land Use:** Vacant land
- \* **Public Comment:** No comments have been received on this proposal



# Key Dates

- \* September 21, 2021 – Council Accepts 10% petition
- \* September 14, 2022 – 60% petition received
- \* September 14, 2022 – Determination of Sufficiency requested
- \* September 20, 2022 – Determination of Sufficiency received
- \* September 27, 2022 – 60-day notice letters mailed
- \* November 17, 2022 – Notice of Public Hearing signs posted
- \* November 18, 2022 – Notice of Public Hearing published

# Recommendation

Staff recommends that the City Council adopt Ordinance 6001 approving the annexation.

CITY OF KENNEWICK  
ORDINANCE NO. 6001

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY LOCATED EAST OF S. OLYMPIA STREET, SOUTH OF THE KENNEWICK IRRIGATION DISTRICT DIVISION 4 CANAL AND NORTH OF STATE ROUTE 397 AND PROVIDING FOR ZONING CLASSIFICATION THEREOF OF RESIDENTIAL, SUBURBAN (RS) (AZ 21-02, COLUMBIA BASIN DEVELOPERS, LLC)

WHEREAS, the hereinafter described tract of land located East of South Olympia Street, South of the Kennewick Irrigation District Division 4 Canal and North of State Route 397 to be annexed to the City of Kennewick is not now incorporated and is contiguous to the City of Kennewick and situated in Benton County, Washington; and

WHEREAS, a good and sufficient petition has been filed for the annexation of this territory which complies with the requirements of law; and

WHEREAS, in connection with the aforesaid real property, notice of a desire for annexation was heretofore given by property owners holding more than ten percent (10%) in value of the assessed valuation of said real property, and pursuant to RCW 35A.14.120, the City Council has determined that it would require the assumption of indebtedness of the City of Kennewick contracted prior to or existing at the time of annexation; and

WHEREAS, notice of the time and place for hearing said petition was given by posting and publication as required by law and shown by the Affidavit of Posting and Affidavit of Publication now on file with the City Clerk; and

WHEREAS, the matter was duly considered by the City Council of the City of Kennewick at said hearing, and it was finally determined by said Council that annexation will be made with the assumption of indebtedness of the City of Kennewick contracted prior to or existing at the time of annexation; and

WHEREAS, it appears to the City Council that it would be beneficial to the residents of such nonincorporated area and to the residents of the City of Kennewick to annex the same; NOW, THEREFORE,

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

**Section 1. Annexation of Real Property.** That the real property described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., LYING SOUTHWESTERLY OF THE KENNEWICK IRRIGATION DISTRICT CANAL RIGHT-OF-WAY, RECORDS OF BENTON COUNTY, WASHINGTON,

be and the same hereby is annexed to the City of Kennewick, and is hereby declared to be within the corporate limits of the City of Kennewick. Said property is located within Benton County, Washington.

**Section 2. Zoning Classification.** That the zoning classification shall be Residential, Suburban (RS).

**Section 3. Property to be Part of City.** That said territory thus annexed to the City of Kennewick from and after the effective date of this ordinance shall be part of the City of Kennewick.

**Section 4. Assumption of Prior Indebtedness.** The property within the annexed territory above-described shall be taxed or assessed to pay indebtedness of the City of Kennewick contracted prior to or existing at the time of such annexation. The annexed property shall not be released from taxes or assessments levied against it or from liability for payment of outstanding bonds or warrants issued prior to such annexation.

**Section 5. Copy of Annexation to be Filed and Recorded.** That a copy of this annexation shall be filed with the Board of County Commissioners of Benton County, Washington, in the manner required by law and also recorded in the Records of Benton County, Washington.

**Section 6. Effective Date.** This ordinance shall take full force and effect five (5) days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of December, 2022, and signed in authentication of its passage this 6<sup>th</sup> day of December, 2022.

---

W.D. MCKAY, Mayor



Attest:

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 6001 filed and recorded in  
the office of the City Clerk of the City of  
Kennewick, Washington this 7<sup>th</sup> day of  
December, 2022.

Approved as to Form:

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

\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION \_\_\_\_\_



# City Council Meeting Schedule December 2022

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The City broadcasts City Council meetings on the City's website  
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

December 6, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 13, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Council Legislative Priorities
2. Animal Control Update
3. City Manager Goals & Accomplishments

December 20, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 27, 2022

Tuesday, 6:30 p.m.

**WORKSHOP MEETING - *Cancelled***

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

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

December 2022  
Updated 11/29/22



# City Council Meeting Schedule January 2023

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The City broadcasts City Council meetings on the City's website

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January 3, 2023

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 10, 2023

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. Economic Development Strategic Plan

January 17, 2023

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

January 24, 2023

Tuesday, 6:30 p.m.

WORKSHOP MEETING

1. TRIDEC Reconveyance

2. Public Records & OPMA Compliance

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January 2023  
Updated 11/29/22