



City Council Regular Meeting Agenda

November 21, 2023 at 6:30 PM

City Hall Council Chambers - 210 W. 6th Ave 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_6GIR8MBWTt6tHYnD3dJtKA. 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, 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 before the meeting.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

HONORS & RECOGNITIONS

- Service Recognition - Dan Legard (Finance) 21-years

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. 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.

- Meeting Minutes - November 7, 2023
Motion to approve the meeting minutes of November 7, 2023.
- Claims Roster - October
Motion to approve the Claims Roster for October 2023 in the amount of \$9,094,203.01, comprised of electronic payments and check numbers 311722-312174.
- Payroll Roster Approval
Motion to approve the Payroll Roster for the pay period ending 10/31/2023.
- 2024 Lodging Tax Advisory Committee Recommendations
Motion to approve the 2024 lodging tax funding recommendations as submitted by the City's Lodging Tax Advisory Committee (LTAC).

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

- e. Award Contract P2214-23 Systemic Safety Street Lighting Improvements Contract to Colvico, Inc.
Motion to award Contract P2214-23 Systemic Safety Street Lighting Improvements contract to Colvico, Inc. in the amount of \$381,389.43, plus a 10% contingency of \$38,138.94, for a total amount of \$419,528.37.
- f. Southridge Turf Project
Motion to approve Phase I - Procurement of Synthetic Turf at the Southridge Sports Complex baseball fields for the amount of \$836,530.00.
- g. Award Contract SWR 23-016, Landscape and Irrigation Maintenance to Heritage Landscaping
Motion to award Contract SWR 23-016, Landscape and Irrigation Maintenance, to Heritage Landscaping in the amount of \$166,649.37 for a total of \$833,246.85 over the course of the five-year term.
- h. Northwest High Intensity Drug Trafficking Area (HIDTA) 2024 Contracts
Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors for 2024.
- i. Resolution 23-16: Authorized Signatories
Motion to adopt Resolution 23-16.
- j. Department of Revenue Temporary Tourism Promotion Area Charge Collection Agreement
Motion to authorize the City Manager to sign a temporary agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge.
- k. Light Industrial Area Utilities Extensions
Motion to authorize the City Manager to sign the Supplemental Agreement No. 2 with J-U-B Engineers, Inc., for the design of the Light Industrial Area Utilities Extensions project.

5. ORDINANCES/RESOLUTIONS

- a. Ordinance 6041: KMC 2.04.075 Council Salaries

6. PUBLIC HEARINGS/MEETINGS

- a. 2024 CDBG Annual Action Plan
- b. Ordinance 6039: Mid-Biennium Review & Budget Adjustment
- c. Ordinance 6040: Property Tax Levy 2024

7. NEW BUSINESS

- a. Water Filtration Plant Miscellaneous Upgrades

8. UNFINISHED BUSINESS

- a. City Manager Recruitment
- b. Interim City Manager Contract

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. The public comment period is not an opportunity for dialogue with council members, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering. For this reason, Council will not directly respond to comments, questions or concerns. 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**

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
November 7, 2023

1. CALL TO ORDER

Mayor Pro Tem Crawford called the meeting to order at 6:30 p.m.

Mayor Pro Tem Crawford read a letter dated November 7, 2023 stating the following:

Marie, Council & Staff

As of today, I am resigning from my position as Mayor and as a member of City Council. It has been a pleasure to serve the citizens of Kennewick, but am looking forward to spending more time with family and seeing more of the world. Wish you all the best.

Sincerely,

Bill McKay

City Council and Staff Present:

Mayor Pro Tem Gretl Crawford
John Trumbo
Chuck Torelli
Jim Millbauer
Brad Beauchamp
Loren Anderson

Marie Mosley
Anthony Muai
Lisa Beaton
Cary Roe
Terri Wright
Dan Legard

Nick Farline
Chris Guerrero
Chad Michael

Council member Anderson led the Pledge of Allegiance.

Tina Gregory, Kennewick provided the invocation.

HONORS & RECOGNITIONS

- Service Recognition - Chris Littrell (Police) 17-years

Mayor Pro Tem Crawford presented Chris Littrell a plaque in recognition of his 17- years of service to the City of Kennewick. Mr. Littrell spoke briefly. At 6:39 p.m., Mayor Pro Tem Crawford announced a 10-minute recess for a reception honoring Mr. Littrell. The meeting was called back to order at 6:49 p.m.

2. VISITORS

Ken Hahn, Kennewick's Parks & Recreation Commission Chair - Spoke in support of the Parks & Recreation Comprehensive Plan.

3. APPROVAL OF AGENDA

Mayor Pro Tem Crawford moved, seconded by Councilmember Torelli to remove the executive session from the agenda and approve as amended. The motion passed unanimously. (6-0)

4. CONSENT AGENDA

- a. Motion to approve the meeting minutes of October 17, 2023.
- b. Motion to approve the meeting minutes of November 1, 2023, as presented.
- c. Motion to approve the Claims Roster for September 2023 in the amount of \$5,828,086.09, comprised of electronic payments and check numbers 311352- 311721.

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- d. Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for September 2023 in the amount of \$670,516.47 comprised of check numbers 26603-26710 in the amount of \$448,119.54 and electronic transfers in the amount of \$222,396.93.
- e. Motion to approve the Claims Roster for the Columbia Park Golf Course Account for September 2023 in the amount of \$37,019.85, comprised of check numbers 2775- 2781, 313-314 in the amount of \$7,659.93 and electronic transfers in the amount of \$29,359.92.
- f. Motion to approve the Payroll Roster for the pay period ending 10/15/2023.
- g. Motion to adopt Resolution 23-13 setting the date of December 5, 2023 for a public hearing to consider the vacation of a public ROW adjacent to 11257 & 11343 W Clearwater Ave.
- h. Motion to approve the BFCOG Interlocal Agreement and authorize the Mayor to sign.
- i. Motion to accept the work of Ellison earthworks LLC for contract P2206-22, W. 6th Ave Sidewalk (CDBG) Project, in the amount of \$192,239.02.

Councilmember Torelli moved, seconded by Councilmember Anderson to approve the Consent Agenda as presented. The motion passed unanimously. (6-0)

5. ORDINANCES/RESOLUTIONS

- a. Resolution 23-15: Parks & Recreation Comprehensive Plan Adoption

Nick Farline, Parks, Recreation & Facilities Director reported.

City Clerk Wright read Resolution No. 23-15 by title.

RESOLUTION NO. 23-15

A RESOLUTION ADOPTING THE 2024-2029 PARKS AND RECREATION COMPREHENSIVE PLAN

Councilmember Anderson moved, seconded by Councilmember Beauchamp to adopt Resolution No. 23-15. The motion passed unanimously. (6-0)

- b. Ordinance 6038: Change of Zone (COZ-2023-0007) from Residential, Suburban (RS) to Residential, Low Density (RL) located at 408 W. 36th Ave

Anthony Muai, Planning Director reported.

City Clerk Wright read Ordinance No. 6038 by title.

ORDINANCE NO. 6038

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT 408 W. 36th AVENUE FROM RESIDENTIAL, SUBURBAN (RS) TO RESIDENTIAL, LOW DENSITY (RL) (COZ 2023-0007, Jim Brock)

Councilmember Anderson moved, seconded by Councilmember Torelli to adopt Ordinance No. 6038. The motion passed unanimously. (6-0)

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 23-14: Vacation of a 10' wide utility easement located at 2125 W. 22nd Ave

John Cowling, Deputy Public Works Director reported.

The public hearing was opened and closed at 7:06 p.m. No public testimony was provided.

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City Clerk Wright read Resolution No. 23-14 by title.

RESOLUTION NO. 23-14

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF A 10.00 FOOT WIDE UTILITY EASEMENT WITHIN 2125 WEST 22ND AVENUE

Councilmember Torelli moved, seconded by Councilmember Millbauer to adopt Resolution No. 23-14. The motion passed unanimously. (6-0)

7. NEW BUSINESS

- a. E. 4th Ave & Elm St Waterline Replacement Project Heath Mellotte, Design Services Manager reported.

Councilmember Torelli moved, seconded by Councilmember Millbauer to reject all bids received for the E. 4th Ave & Elm St Waterline Replacement Project. The motion passed unanimously. (6-0)

8. UNFINISHED BUSINESS

- a. Ordinance 6036: Comprehensive Plan Amendment CPA 2023-0003 from Industrial to Low Density Residential (LDR)

Steve Donovan, Development Services Manager reported.

City Clerk Wright read Ordinance 6036 by title.

ORDINANCE NO. 6036

AN ORDINANCE AMENDING THE CITY OF KENNEWICK'S COMPREHENSIVE PLAN (CPA 2023-0003, Courtney Raeder)

Councilmember Anderson moved, seconded by Councilmember Beauchamp to adopt Ordinance No. 6036. The motion passed unanimously. (6-0)

9. VISITORS

Jerry Campbell, Canyon Lakes Property Owners Association President - spoke about the Canyon Lakes speed bumps.

Victor Epperly, Kennewick - spoke about capital projects and funding options.

Tina Gregory, Kennewick - spoke about current affairs, political and religious concerns.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting concluded at 7:48 p.m.



Terri L. Wright, MMC, CPRO City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.b.	Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Claims Roster - October Department: Finance Ord/Reso # Project #	Contract # Permit #	
<u>Recommendation</u> That Council approve the Claims Roster for October 2023.			
<u>Motion for Consideration</u> Motion to approve the Claims Roster for October 2023 in the amount of \$9,094,203.01, comprised of electronic payments and check numbers 311722-312174.			
<u>Summary</u> 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 10/1/2023-10/31/2023: Check numbers 311722-312174: \$8,862,466.46 Electronic payments (EFT): 231,736.55 			

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 001				
000 - Fund Activity				
EFT	10/03/2023	75668 KENNEWICK GOLF CORPORATION	WATER FOLLIES TRI PLEX BUY OUT	\$5,310.00
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$240.49
311722	10/04/2023	99992 CIVIC REC REFUNDS	CIVIC REC REFUND #61301290	\$22.00
311723	10/04/2023	99992 CIVIC REC REFUNDS	CIVIC REC REFUND #61335766	\$1,000.00
311724	10/04/2023	99992 CIVIC REC REFUNDS	CIVIC REC REFUND #61185154	\$1,000.00
311725	10/04/2023	99992 CIVIC REC REFUNDS	CIVIC REC REFUND #61181849	\$500.00
311731	10/11/2023	70001 BENTON COUNTY TREASURER	CRIME VICTIM'S COMPENSATION SEPTEMBER 2023	\$563.95
311736	10/11/2023	99990 MISC REFUNDS	PLN-2020-01764 BOND RELEASE	\$3,406.25
311737	10/11/2023	70000 WASHINGTON STATE TREASURER	COURT FINES SEPTEMBER 2023	\$39,484.95
311904	10/13/2023	3788 ROSANE, MICHAEL	AXON REIMBURSEMENT	\$32.56
311976	10/18/2023	99992 CIVIC REC REFUNDS	CIVIC REC REFUND 61652673	\$348.03
311983	10/25/2023	99992 CIVIC REC REFUNDS	61786748 REFUND	\$150.00
000 - Fund Activity Subtotal:				\$52,058.23
011 - City Council				
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$280.07
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$286.34
312063	10/27/2023	560 GMP CONSULTANTS LLC	CITY MANAGER RECRUITMENT-(INVOICE 1 OF 3)	\$8,000.00
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$280.07
011 - City Council Subtotal:				\$8,846.48
012 - City Manager				
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.62
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.70
012 - City Manager Subtotal:				\$175.32
023 - Recreation Services				
EFT	10/01/2023	77146 GLOBAL PAYMENTS	CIVIC REC MERCHANT FEES	\$2,812.98
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$500.55
311780	10/13/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICE	\$151.72
311858	10/13/2023	727 LILLIAN BENCICH	LIFEGUARD TRAINING REIMBURSEMENT	\$135.00
311872	10/13/2023	8250 MOSES LAKE MENS SOFTBALL	UMPIRE FEES	\$1,920.00
311951	10/13/2023	3564 US LINEN AND UNIFORM	CREDIT	\$35.19
311954	10/13/2023	722 VALERIA RAMIREZ	LIFEGUARD TRAINING REIMBURSEMENT	\$148.92
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$165.24
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$580.86
312031	10/27/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHREDDING SERVICE	\$51.32
312046	10/27/2023	7711 CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$58.97
312084	10/27/2023	746 KEYSHAWN BARRINGTON	LIFEGUARD CERTIFICATION FEES	\$1,410.00

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312097	10/27/2023	8250 MOSES LAKE MENS SOFTBALL	UMPIRE FEES	\$960.00
312104	10/27/2023	248 NICHOLAS A FARLINE	TRAVEL REIMBURSEMENT	\$21.13
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$213.83
312174	10/27/2023	189 T450N LLC	CLEANING SERVICE FOR KCC	\$2,300.00
023 - Recreation Services Subtotal:				\$11,465.71
024 - Facilities Maintenance				
311738	10/13/2023	8623 ACE SALES & SERVICE INC	CIVIC BALL FIELD PORTABLE TOILETS	\$3,882.45
311742	10/13/2023	10587 ALOHA GARAGE DOOR COMPANY INC	TWO GARAGE DOOR HINGE REPLACEMENTS	\$413.61
311743	10/13/2023	5911 AMERICAN BUILDING MAINTENANCE	SEPT. SERVICE	\$5,977.26
311747	10/13/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2023 HVAC MAINT SEPTEMBER	\$6,168.88
311750	10/13/2023	5050 ARG INDUSTRIAL	SPRAYER REPAIR	\$114.02
311759	10/13/2023	4052 BATTERIES PLUS	FAUCET BATTERIES	\$28.59
311761	10/13/2023	384 BENNETT RENTALS	ROLLER FOR NEW FLOOR	\$21.74
311774	10/13/2023	749 BUILDERS HARDWARE & SUPPLY CO	PADLOCKS FOR STOCK	\$599.64
311797	10/13/2023	7711 CULLIGAN WATER CONDITIONING	WATER FOR COLUMBIA PARK SHOP	\$24.46
311805	10/13/2023	5426 EWING IRRIGATION PRODUCTS, INC	IRRIGATION REPAIR	\$2,818.04
311807	10/13/2023	166 FARMERS EXCHANGE	BACK PACK SPRAYER	\$105.43
311809	10/13/2023	8774 FASTENAL COMPANY	SCREWS TO BOARD UP DIVE RESCUE/ASA BLDG.	\$92.06
311813	10/13/2023	9237 FIKES NORTHWEST CORP	SCENT @ CITY HALL SEPT	\$201.74
311828	10/13/2023	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	CREDIT OE UNIFORM	\$374.52
311842	10/13/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2023	\$12,673.00
311844	10/13/2023	1112 IRRIGATION SPECIALISTS INC	PSI GAUGE FOR MUSHROOM POOL	\$26.48
311850	10/13/2023	78 KENNEWICK INDUSTRIAL & ELEC	ZIP TIES FOR TEMP FENCING	\$1,058.70
311871	10/13/2023	5112 MOON SECURITY SERVICES, INC	CITY HALL- 112317	\$557.06
311892	10/13/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	EMERGENCY LIGHTS	\$562.51
311897	10/13/2023	957 RANCH & HOME INC	TOOLS	\$372.20
311913	10/13/2023	817 SENSKE LAWN & TREE CARE INC	18-040 MAINT - BOB OLSON, STEPTOE	\$26,546.16
311916	10/13/2023	7555 SHERWIN-WILLIAMS COMPANY	PAINT TO COVER GRAFFITI	\$56.20
311952	10/13/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$297.04
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,335.53
311963	10/13/2023	1035 WASHINGTON HARDWARE AND, FURNITURE CO	PAINT SUPPLIES	\$73.79
311968	10/13/2023	398 RENTOKIL NORTH AMERICA INC	EXTERMINATOR FOR FIRE STATIONS	\$1,712.05
311970	10/13/2023	1755 WILBUR-ELLIS COMPANY	SYTHE FOR BURNING GRID LID LINES	\$2,139.34
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$987.50
311993	10/27/2023	10587 ALOHA GARAGE DOOR COMPANY INC	REPAIRED GARAGE DOOR THAT DERAILED	\$190.77
311994	10/27/2023	5911 AMERICAN BUILDING MAINTENANCE	EXTERIOR WINDOW CLEANING- WASH	\$350.00
311997	10/27/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	ADJUST HVAC	\$17,026.51
312010	10/27/2023	14 BENTON COUNTY	ALL AREA COMMISSION MEETING	\$200.00
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$27,830.47
312023	10/27/2023	10584 CAMTEK INC	SERVICE	\$873.26

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312027	10/27/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$1,264.73
312037	10/27/2023	1332 COFFEY REFRIGERATION	SERVICE - FRIDGE AND FREEZR	\$2,087.84
312055	10/27/2023	166 FARMERS EXCHANGE	CHAIN SAW CHAINS AND BAR OIL	\$723.86
312058	10/27/2023	9237 FIKES NORTHWEST CORP	SCENT @ CITY HALL	\$201.74
312065	10/27/2023	1775 GRAINGER	FLAGS FOR 9/11	\$302.10
312074	10/27/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SERVICES- BIO-HAZARD CLEANING	\$185.00
312081	10/27/2023	78 KENNEWICK INDUSTRIAL & ELEC	IRRIGATION WINTERIZING FITTINGS	\$7.58
312086	10/27/2023	858 KING SOFT WATER COMPANY	GLYCOL FOR HVAC	\$1,739.20
312096	10/27/2023	5112 MOON SECURITY SERVICES, INC	SOUTHRIDGE - 17229	\$557.06
312104	10/27/2023	248 NICHOLAS A FARLINE	TRAVEL REIMBURSEMENT	\$21.12
312107	10/27/2023	5460 NRC ENVIRONMENTAL SERVICES INC	DES STATE CONTRACT 06419 90% PAYMENT	\$19,171.72
312123	10/27/2023	957 RANCH & HOME INC	EVENT SUPPLIES	\$60.28
312135	10/27/2023	817 SENSKE LAWN & TREE CARE INC	IRRIGATION PROJECT	\$869.60
312138	10/27/2023	7555 SHERWIN-WILLIAMS COMPANY	GAZEBO AND BATHROOM PAINT	\$1,072.68
312148	10/27/2023	6811 SUPERIOR TREE SERVICE LLC	REMOVAL OF RUSSIAN OLIVES DUE TO SMALL FIRE	\$44,137.68
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,419.75
024 - Facilities Maintenance Subtotal:				\$189,512.95
026 - Economic Development				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$148.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.31
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$429.65
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.35
312169	10/27/2023	755 WASHINGTON ECONOMIC DEVELOPMENT ASSOCIATION	MEMBERSHIP DUES	\$650.00
026 - Economic Development Subtotal:				\$1,310.31
032 - Accounting				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$279.40
311869	10/13/2023	10360 MINUTEMAN PRESS OF KENNEWICK, WESTJAN ENTERPRISES	PAYROLL CHECK STOCK	\$273.16
311900	10/13/2023	1314 REHN & ASSOCIATES, INC.	COBRA NOTICES	\$75.00
311959	10/13/2023	976 WA STATE AUDITOR'S OFFICE	ACCOUNTABILITY AUDIT AUDIT NO: 58153 PERIOD: 22	\$3,328.00
312125	10/27/2023	1314 REHN & ASSOCIATES, INC.	COBRA NOTICES	\$50.00
032 - Accounting Subtotal:				\$4,005.56
033 - Human Resources				
311820	10/13/2023	5609 GARDNER, JENNIFER	WELLNESS PRESENTATION 9/20/2023	\$200.00
311823	10/13/2023	560 GMP CONSULTANTS LLC	INTERIM HR DIRECTOR WAGES	\$23,419.50
311883	10/13/2023	7831 ON SCENE MEDICAL SERVICES PC	PRE EMPLOYMENT TESTING	\$220.00
311921	10/13/2023	660 SMITH, CINDY	ROOM & MEALS REIMBURSEMENT	\$2,259.72
311934	10/13/2023	5827 TALOGY INC	CALIPER DEBRIEF	\$1,200.06
312025	10/27/2023	483 CAREERS IN GOVERNMENT INC	RECRUITMENT MARKETING PLATFORM	\$2,850.00
312035	10/27/2023	6084 CJR DESIGNS	REFURBISH REPAINT ART - TRIUMPH OVER HARMONY	\$5,250.00

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312063	10/27/2023	560 GMP CONSULTANTS LLC	INTERIM HR DIRECTOR WAGES	\$6,015.00
312064	10/27/2023	9091 GOMEZ SR, ANGEL	REIMB FOR CDL PHYSICAL	\$110.00
312099	10/27/2023	733 NAOMI SINGER	REIMBURSEMENT FOR ASST. CITY ATTORNEY CANDIDATE	\$1,225.15
312101	10/27/2023	1030 NAVIA BENEFIT SOLUTIONS, CLIENT PAY	FLEX PLAN SERVICES	\$593.40
312109	10/27/2023	7831 ON SCENE MEDICAL SERVICES PC	DOT CDL PHYSICALS	\$550.00
312142	10/27/2023	660 SMITH, CINDY	REIMBURSEMENT FOR MEALS AND ROOM	\$876.09
312146	10/27/2023	8315 STERLING	NATIONAL CRIMINAL SEARCH	\$345.66
312147	10/27/2023	370 SUMMIT LAW GROUP, PLLC	LABOR NEGOTIATIONS	\$22,034.48
312150	10/27/2023	5827 TALOGY INC	CALIPER TESTS	\$1,200.06
312167	10/27/2023	2636 WALKER, KEITH	CDL REIMBURSEMENT	\$136.00
033 - Human Resources Subtotal:				\$68,485.12
034 - Civil Service				
311874	10/13/2023	4932 NATIONAL TESTING NETWORK	ANNUAL NTN MEMBERSHIP	\$1,000.00
311883	10/13/2023	7831 ON SCENE MEDICAL SERVICES PC	PRE EMPLOYMENT TESTING	\$910.00
311895	10/13/2023	326 PUBLIC SAFETY PSYCHOLOGICAL SERVICES	KPD PRE EMPLOYMENT TESTING	\$450.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.62
312109	10/27/2023	7831 ON SCENE MEDICAL SERVICES PC	DOT/CDL AND KPD TESTING	\$875.00
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$87.70
034 - Civil Service Subtotal:				\$3,410.32
035 - Customer Service				
EFT	10/03/2023	70016 U.S. BANK	MERCHANT FEES	\$34,312.67
035 - Customer Service Subtotal:				\$34,312.67
036 - Code Enforcement				
311756	10/13/2023	9813 B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM	\$3,100.83
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$226.21
312004	10/27/2023	9813 B-F JUVENILE JUSTICE CTR	GRAFFITI ABATEMENT PROGRAM	\$3,100.83
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$227.75
036 - Code Enforcement Subtotal:				\$6,655.62
042 - City Attorney				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$308.92
311894	10/13/2023	3467 PRONTO PROCESS SERVICE, INC	COURIER FEE - SEPT 2023	\$52.50
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$69.08
311967	10/13/2023	853 WEST GROUP PAYMENT CENTER	WESTLAW ONLINE SOFTWARE SUBSCRIPTION - SEPT 2023	\$3,004.99
312067	10/27/2023	747 GRAVIS LAW PLLC	INVOICE OCT-23A118705 - FLAG PLAZA	\$1,661.11
312118	10/27/2023	3467 PRONTO PROCESS SERVICE, INC	COMPLAINT SERVICE -(23-2-01942-03)	\$65.00
312131	10/27/2023	50578 SARAH ZIMMERMAN	MILEAGE REIMBURSEMENT. - JULY -SEPT 2023	\$341.91
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$69.60
042 - City Attorney Subtotal:				\$5,573.11

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
051 - City Clerk				
311938	10/13/2023	172 THE TRI-CITY HERALD	PUBLICATION - ORDINANCES 6032-6033 SUMMARIES	\$112.06
312011	10/27/2023	34 BENTON COUNTY AUDITOR	RECORDING FEES FOR QUIT CLAIM DEED	\$204.50
051 - City Clerk Subtotal:				\$316.56
053 - Purchasing				
311909	10/13/2023	735 SAPPINGTON, STACEY	TRAVEL REIMBURSEMENT	\$187.33
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.31
312045	10/27/2023	5727 COSTCO ANYWHERE CITI VISA	COSTCO VISA INTEREST CHARGE	\$18.60
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.35
053 - Purchasing Subtotal:				\$288.59
054 - Information Technology				
311884	10/13/2023	668 ONPAR ADVISORS	VERITAS SERVICE CREDITS	\$5,300.00
311920	10/13/2023	8210 SMARSH INC	NET GUARD	\$1,484.44
311946	10/13/2023	1566 TYLER TECHNOLOGIES INC	CITIZEN CONNECT AND DECISION ENGINE IMPLEMENTATION	\$1,120.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,006.54
311975	10/13/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$7,419.75
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$886.02
312028	10/27/2023	8295 CENTURYLINK	PS/ALI - ALI/SR PER 100 REC	\$7.03
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$763.36
054 - Information Technology Subtotal:				\$17,987.14
060 - Planning Revenues				
311985	10/25/2023	745 JF Engineering	ED-2023-0028 REFUND	\$296.00
060 - Planning Revenues Subtotal:				\$296.00
062 - Planning				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$477.82
311938	10/13/2023	172 THE TRI-CITY HERALD	LEGAL PUBLICATION - CPA-2023-0003 NOPH	\$598.52
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$634.73
062 - Planning Subtotal:				\$1,711.07
070 - Police Revenues				
EFT	10/19/2023	70028 LGIP	FIREARMS LICENSING	\$2,270.00
311977	10/18/2023	99994 CPL REFUNDS	CPL REFUND REF#20004770503	\$49.25
311984	10/25/2023	99994 CPL REFUNDS	CPL REFUND LINDSTROM	\$32.00
070 - Police Revenues Subtotal:				\$2,351.25
071 - KPD-Administration				
311780	10/13/2023	2481 CI INFORMATION MANAGEMENT, CI SUPPORT LLC	SHRED SERVICES	\$258.12
311785	10/13/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$4,420.80
311854	10/13/2023	2280 LANGUAGE LINE SERVICES, INC	INTERPRETATION SERVICES	\$250.66

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311902	10/13/2023	5213 REYNA, BLANCA	ADMIN PETTY CASH	\$79.00
311949	10/13/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$158.72
311975	10/13/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$234.75
312036	10/27/2023	422 CLARITY POINT PLLC	WELLNESS PROGRAM	\$1,222.90
312130	10/27/2023	619 RYAN YATES	POLYGRAPH EXAM	\$250.00
312160	10/27/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$135.26
071 - KPD-Administration Subtotal:				\$7,010.21
072 - KPD-Criminal Investigation				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$1,604.42
311783	10/13/2023	2134 CITY OF SPOKANE, UTILITIES BILLING	DRUG DISPOSAL	\$108.34
311902	10/13/2023	5213 REYNA, BLANCA	ADMIN PETTY CASH	\$232.00
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$929.23
312003	10/27/2023	3649 AXON ENTERPRISE INC	INVESTIGATE PRO USB DONGLE & LICENSE RENEWAL	\$3,261.00
312029	10/27/2023	2432 CHARTER COMMUNICATIONS	TARGETS PROCESSED	\$50.00
312065	10/27/2023	1775 GRAINGER	OFFICE SUPPLIES	\$16.33
312068	10/27/2023	10640 HANSEN, JENNIFER	TRAVEL REIMBURSEMENT	\$58.65
312092	10/27/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$89.14
312103	10/27/2023	4055 NET TRANSCRIPTS INC	TRANSCRIPTS	\$250.20
312145	10/27/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$329.87
312154	10/27/2023	7228 TRANSUNION RISK ALTERNATIVE, DATA SOLUTIONS INC	PEOPLE SEARCH	\$212.40
072 - KPD-Criminal Investigation Subtotal:				\$7,141.58
073 - KPD-Patrol				
311754	10/13/2023	3649 AXON ENTERPRISE INC	AXON CONTRACT YEAR 3	\$294,055.38
311786	10/13/2023	712 COLE KRUGER	PRO-RATED UNIFORM ALLOWANCE	\$187.50
311866	10/13/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$1,076.19
311902	10/13/2023	5213 REYNA, BLANCA	ADMIN PETTY CASH	\$159.08
311928	10/13/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	LAPTOP CART	\$194.78
311936	10/13/2023	10971 THE BUNKER	ARMOR VEST - NEW HIRES	\$7,839.78
311947	10/13/2023	3883 U R M CASH & CARRY	ICE BAGS	\$16.27
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$8,876.53
311958	10/13/2023	3997 VISTA VETERINARY HOSPITAL, INC	WELLNESS EXAM - K9 IVAN	\$148.35
311987	10/27/2023	10103 A-Z AUTO REPAIR LLC	TOW SERVICE	\$371.75
312017	10/27/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$407.62
312049	10/27/2023	9827 DAY WIRELESS SYSTEMS	RADIO MAINTENANCE	\$1,982.68
312083	10/27/2023	750 KENNEWICK TOWING LLC	TOW SERVICE	\$372.73
312092	10/27/2023	3284 MEL'S INTER-CITY TOWING	TOW SERVICE	\$856.06
312117	10/27/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLE LIGHTS	\$20,896.57
312123	10/27/2023	957 RANCH & HOME INC	K-9 SUPPLIES	\$115.20
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$9,697.20

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312165	10/27/2023	1433 W A S P C - WA ASSOC SHERIFF, & POLICE CHIEFS	ASSOCIATE DUES	\$75.00
073 - KPD-Patrol Subtotal:				\$347,328.67
074 - KPD-Staff Services				
EFT	10/03/2023	70016 U.S. BANK	MERCHANT FEES	\$189.98
311779	10/13/2023	709 CHRISTOPHER DEFFINBAUGH	PRO-RATED UNIFORM ALLOWANCE	\$137.50
311795	10/13/2023	4066 CREATIVE PRODUCT SOURCING, DARECATALOG.COM	DARE SUPPLIES	\$2,629.50
311863	10/13/2023	3842 MARTIN BUSINESS SYSTEMS, NEIL MARTIN	FORFEIT FORMS	\$1,196.85
311928	10/13/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	(\$6.78)
311964	10/13/2023	1033 WASHINGTON STATE PATROL	ACCESS USER FEE	\$997.50
311989	10/27/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$96.00
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$19.33
312017	10/27/2023	4965 BETTENDORF'S PRINTING & DESIGN, JUDY BETTENDORF	BUSINESS CARDS	\$70.66
312098	10/27/2023	550 MOTOROLA SOLUTIONS INC	KPD RADIOS	\$58,024.28
312117	10/27/2023	4186 PROFORCE LAW ENFORCEMENT	KPD HANDGUNS	\$8,816.66
312145	10/27/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	OFFICE SUPPLIES	\$98.90
312166	10/27/2023	971 WA CRIMINAL JUSTICE, TRAINING COMMISSION	LE RECORDS TRAINING	\$100.00
074 - KPD-Staff Services Subtotal:				\$72,370.38
075 - KPD-Intergovernmental				
311851	10/13/2023	5291 KENNEWICK RADIOLOGY GROUP PC	PRISONER MEDICAL	\$28.00
311877	10/13/2023	726 NORTHWEST HOSPITAL MEDICINE PHYSICIANS LLC	PRISONER MEDICAL	\$1,007.00
311941	10/13/2023	9790 TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL	\$916.46
312033	10/27/2023	100 CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS	\$235,501.84
312082	10/27/2023	5291 KENNEWICK RADIOLOGY GROUP PC	PRISONER MEDICAL	\$610.00
312157	10/27/2023	9790 TRIOS HEALTH, RCCH TRIOS HEALTH LLC	PRISONER MEDICAL	\$17,112.49
075 - KPD-Intergovernmental Subtotal:				\$255,175.79
076 - KPD-Special Services				
311738	10/13/2023	8623 ACE SALES & SERVICE INC	PORTABLE STANDARD TOILET - SHOOTING RANGE	\$68.90
311893	10/13/2023	18 POWER DMS INC	POWERFTO ANNUAL SUBSCRIPTION	\$3,472.97
311924	10/13/2023	9312 SOUND UNIFORM/BRATWEAR, SEATTLE SEWING SOLUTIONS	QUARTERMASTER SUPPLIES	\$234.25
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$21.49
312098	10/27/2023	550 MOTOROLA SOLUTIONS INC	BATTERIES	\$1,493.97
312117	10/27/2023	4186 PROFORCE LAW ENFORCEMENT	CREDIT MEMO	(\$15,220.78)
076 - KPD-Special Services Subtotal:				(\$9,929.20)
081 - Fire Administration				
311744	10/13/2023	5681 AMERIGAS PROPANE LP	PROPANE	\$145.84
311807	10/13/2023	166 FARMERS EXCHANGE	PROPANE	\$58.83
311928	10/13/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION SUPPLIES	\$613.33
311940	10/13/2023	168 TRILOGY MEDWASTE WEST LLC	MED WASTE DISPOSAL	\$15.37

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311990	10/27/2023	109	ADVANCED FITNESS SOLUTIONS LLC	REPAIR & MAINT FIT EQUIP
312123	10/27/2023	957	RANCH & HOME INC	PROPANE
312145	10/27/2023	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	TOILET BRUSH CANISTER
312156	10/27/2023	168	TRILOGY MEDWASTE WEST LLC	MED WASTE
312160	10/27/2023	4764	UNITED PARCEL SERVICE, UPS	SHIPPING
081 - Fire Administration Subtotal:				\$2,470.22
082 - Fire Suppression				
311750	10/13/2023	5050	ARG INDUSTRIAL	AIR TO WATER HOSE ADAPTER
311819	10/13/2023	5823	GALLS, LLC	NAME PLATE
311830	10/13/2023	7790	HAGLUND'S TROPHIES LLC, PATRICK J HAGLUND	ACCT TAG & PASSPORT CARD
311856	10/13/2023	10534	LIBERTY LAWN AND SAW SHOP	AIR FILTER & SPARK PLUG
311878	10/13/2023	5059	NORTHWEST SAFETY CLEAN	TURNOUT CLEANING & REPAIR
311886	10/13/2023	917	OXARC, INC.	HYDRO TEST
311896	10/13/2023	740	RAD TOWING	TOWING SERVICE - PIERCE ENGINE
311912	10/13/2023	7872	SEA WESTERN INC	DUAL PURPOSE BOOTS
311950	10/13/2023	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING
311955	10/13/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
312033	10/27/2023	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS
312062	10/27/2023	5823	GALLS, LLC	UNIFORM PANTS
312065	10/27/2023	1775	GRAINGER	TIRE - AIR GAUGES
312087	10/27/2023	4244	L N CURTIS & SONS	DUAL PURPOSE BOOTS
312106	10/27/2023	5059	NORTHWEST SAFETY CLEAN	PPE CLEANING & INSPECTION
312116	10/27/2023	7050	PRENTICE-HOWREY, SAMANTHA	REIMBURSEMENT - PERSONAL PAYMENT BOOTS
312132	10/27/2023	7872	SEA WESTERN INC	TIC BATTERY CHARGERS (QTY.2)
312162	10/27/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
082 - Fire Suppression Subtotal:				\$12,787.13
090 - Engineering				
EFT	10/27/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023
311882	10/13/2023	3700	OFFICE DEPOT INC	OFFICE SUPPLIES
311955	10/13/2023	30	VERIZON NORTHWEST	AIR CARD FOR CAMERA PROJECT
312108	10/27/2023	3700	OFFICE DEPOT INC	OFFICE SUPPLIES
312162	10/27/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
090 - Engineering Subtotal:				\$1,529.52
100 - GF-Nondepartmental				
EFT	10/18/2023	511	WA STATE DEPT OF RETIREMENT, SYSTEMS	PRIOR SERVICE CONTRIBUTION
311747	10/13/2023	3088	APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2023 HVAC MAINT SEPTEMBER
311763	10/13/2023	92	BENTON CLEAN AIR AGENCY	COK ASSESSMENT
311764	10/13/2023	8297	BENTON CO COMMISSIONERS	OPD EXPENSES - SEPTEMBER 2023 (38.364%)
311842	10/13/2023	303	INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2023

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311864	10/13/2023	8208 MCBRIDE PUBLIC AFFAIRS LLC, THOMAS AND ANGELA MCB	LOBBYIST EXPENSES	\$4,120.00
311871	10/13/2023	5112 MOON SECURITY SERVICES, INC	MCL - 113129	\$50.00
311992	10/27/2023	3145 ALL DOORS, INC.	SERVICE SLIDING DOORS	\$603.29
311997	10/27/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2023 HVAC MAINT OCTOBER	\$526.13
312008	10/27/2023	8297 BENTON CO COMMISSIONERS	BCDC/PROBATION FEES - SEPTEMBER 2023 (16.89%)	\$66,518.83
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$3,612.95
312027	10/27/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$183.61
312032	10/27/2023	435 CITY OF PASCO	ANIMAL SHELTER SERVICE/RENT/MAIN & ADMIN - SEPT 23	\$81,025.04
312046	10/27/2023	7711 CULLIGAN WATER CONDITIONING	WATER DELIVERY	\$606.28
312096	10/27/2023	5112 MOON SECURITY SERVICES, INC	MCL - 113129	\$50.00
100 - GF-Nondepartmental Subtotal:				\$237,204.16
Total For Fund 001				\$1,341,850.47
Fund 102				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$0.61
000 - Fund Activity Subtotal:				\$0.61
010 - Fund Activity				
311826	10/13/2023	2842 GRANITE CONSTRUCTION COMPANY	HOT MIX	\$728.80
311828	10/13/2023	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM	\$274.41
311841	10/13/2023	113 INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	COLD MIX	\$3,602.05
311849	10/13/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE -SEPTEMBER 2023	\$116.02
311876	10/13/2023	1677 NORTHSTAR CLEAN CONCEPTS HOTSYS, CLEAN CONCEPTS GR	PRESSURE WASHER PART	\$27.35
311897	10/13/2023	957 RANCH & HOME INC	PROPANE	\$278.73
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$305.27
311999	10/27/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	OE UNIFORM	\$163.02
312001	10/27/2023	9445 AVERY DENNISON CORPORATION	SIGN MATERIALS	\$3,858.77
312065	10/27/2023	1775 GRAINGER	SAW FOR SIGN TRUCK	\$372.23
312073	10/27/2023	113 INLAND ASPHALT COMPANY, CPM DEVELOPMENT CORP	HOT MIX	\$621.76
312081	10/27/2023	78 KENNEWICK INDUSTRIAL & ELEC	LIGHT BULB FOR LIGHT PLANTS	\$5.30
312153	10/27/2023	367 TRAFFIC SAFETY SUPPLY CO INC	SIGN BLANKS	\$1,682.78
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$305.43
312170	10/27/2023	10162 WASHINGTON GREEN HYDROSEEDING, INC	GARFIELD ST (PARK MS TO 19TH AVE) HYDROSEED	\$2,225.63
010 - Fund Activity Subtotal:				\$14,567.55
110 - Traffic				
311775	10/13/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
311849	10/13/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE -SEPTEMBER 2023	\$116.02
311892	10/13/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	CAT 5 CRIMP TOOL	\$121.43
311949	10/13/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$29.83

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311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$368.87
311963	10/13/2023	1035 WASHINGTON HARDWARE AND, FURNITURE CO	SUPPLIES	\$21.72
311969	10/13/2023	2368 WESTERN SYSTEMS INC	ASTRO BRACKET FOR SIGNAL HEADS	\$851.05
311991	10/27/2023	8615 ADVANCED TRAFFIC PRODUCTS INC	PUSH BUTTON EXTENSIONS	\$314.44
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$24,118.53
312014	10/27/2023	84 BENTON PUD NO. 1	POWER DISCONNECT AND RECONNECT	\$913.08
312043	10/27/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	PHOTOCELL	\$1,712.03
312155	10/27/2023	4651 TRASTAR INC	LED LIGHTS	\$796.00
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$407.98
312172	10/27/2023	2368 WESTERN SYSTEMS INC	CABLES	\$1,458.32
110 - Traffic Subtotal:				\$31,285.05
Total For Fund 102				\$45,853.21
Fund 103				
010 - Fund Activity				
311826	10/13/2023	2842 GRANITE CONSTRUCTION COMPANY	P2301 PAY EST 4	\$576,763.26
311899	10/13/2023	3569 RAY POLAND AND SONS INC	P2313 PAY EST 1	\$148,510.99
311938	10/13/2023	172 THE TRI-CITY HERALD	ACCEPTANCE OF WORK AD FOR P2123-22	\$57.50
010 - Fund Activity Subtotal:				\$725,331.75
Total For Fund 103				\$725,331.75
Fund 106				
010 - Fund Activity				
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$128.93
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$129.34
010 - Fund Activity Subtotal:				\$258.27
Total For Fund 106				\$258.27
Fund 107				
130 - CDBG				
311781	10/13/2023	395 CITY OF KENNEWICK	2023 CDBG 3RD QTR. INVOICE YOUTH SCHOLARSHIPS	\$7,001.28
311938	10/13/2023	172 THE TRI-CITY HERALD	CDBG 2019 AAP AMENDMENT PUBLIC COMMENT 9.13.2023	\$401.25
312134	10/27/2023	1129 SENIOR LIFE RESOURCES, INC.	2023 CDBG 3 QTR. INVOICE MEALS ON WHEELS	\$8,750.00
130 - CDBG Subtotal:				\$16,152.53
140 - HOME				
311767	10/13/2023	4125 BENTON-FRANKLIN TITLE CO.	CDBG DPA 6-YR OF AFFORD. 2K17-11	\$280.00
140 - HOME Subtotal:				\$280.00
Total For Fund 107				\$16,432.53

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Fund 111				
010 - Fund Activity				
311762	10/13/2023	2595 BENNETT, CHRIS	CAT REIMBURSEMENT	\$170.00
010 - Fund Activity Subtotal:				\$170.00
Total For Fund 111				\$170.00
Fund 116				
010 - Fund Activity				
311726	10/04/2023	73761 TRI-CITIES VISITOR & CONV. BUR	SEPTEMBER 2023 TOURISM	\$90,075.51
311939	10/13/2023	176 TRI-CITIES VISITOR &, CONVENTION BUREAU	CONTRACT DUES 2023-AUGUST	\$22,639.00
010 - Fund Activity Subtotal:				\$112,714.51
Total For Fund 116				\$112,714.51
Fund 117				
010 - Fund Activity				
312065	10/27/2023	1775 GRAINGER	STRUT STRAPS, SCREWS	\$4.07
010 - Fund Activity Subtotal:				\$4.07
042 - City Attorney				
311894	10/13/2023	3467 PRONTO PROCESS SERVICE, INC	COURIER FEE - SEPT 2023	\$17.50
311908	10/13/2023	10226 SANGUINO, LAURENCIO	REIMBURSE MILEAGE FOR JULY - SEPT 2023	\$523.21
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$34.54
311967	10/13/2023	853 WEST GROUP PAYMENT CENTER	WESTLAW ONLINE SOFTWARE SUBSCRIPTION - SEPT 2023	\$881.55
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$34.80
042 - City Attorney Subtotal:				\$1,491.60
073 - KPD-Patrol				
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,178.22
312117	10/27/2023	4186 PROFORCE LAW ENFORCEMENT	RIFLE LIGHTS	\$11,238.01
312119	10/27/2023	1997 PUBLIC SAFETY TESTING, INC.	3RD QUARTER DUES / JULY - SEPT 2023	\$1,390.00
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$1,299.43
073 - KPD-Patrol Subtotal:				\$15,105.66
Total For Fund 117				\$16,601.33
Fund 118				
010 - Fund Activity				
311778	10/13/2023	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$5,843.67
311801	10/13/2023	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$7,400.86
311804	10/13/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
311818	10/13/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311834	10/13/2023	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,405.97
311862	10/13/2023	725 MAPLINE INC	3 USERS GEO ANALYTICS BI PLAN 9/15/2023-9/15/2024	\$3,400.00
311870	10/13/2023	301 MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	\$3,750.00
311898	10/13/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
311903	10/13/2023	4573 RICOH USA INC	MONTHLY COPIER CHARGES	\$33.09
311906	10/13/2023	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$4,860.13
311915	10/13/2023	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$4,078.72
311966	10/13/2023	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$8,661.36
312030	10/27/2023	10777 CHRISTINE, JULIE KATHLEEN	NW HIDTA FINANCIAL MANAGER	\$5,538.13
312042	10/27/2023	573 CONFERENCE TECHNOLOGIES INC	NW HIDTA A/V SYSTEM 95% PAYMENT RELEASE	\$141,271.00
312048	10/27/2023	744 CYBERNATIONAL INC	RETRIEV-ALL	\$4,316.00
312050	10/27/2023	10225 DURAN, MATTHEW LAWRENCE	NW HIDTA DEPUTY DIRECTOR	\$7,400.86
312054	10/27/2023	10912 EVANS, KEITH A	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
312061	10/27/2023	397 GABRIEL JOHNSTON VELASCO	NW HIDTA INTELLIGENCE ANALYST	\$3,750.73
312069	10/27/2023	403 HAYLEY J. N. WEBSTER	NW HIDTA EXECUTIVE ASSISTANT	\$3,405.97
312095	10/27/2023	301 MICHAEL J MIZER	NW HIDTA DRUG INTELLIGENCE OFFICER	\$3,750.00
312124	10/27/2023	10914 RASK, ANDREA ROBIN	NW HIDTA OPERATIONS MANAGER	\$5,089.02
312127	10/27/2023	4573 RICOH USA INC	MAINTENANCE CONTRACT FOR RICOH PRINTER AND COPIER	\$3,386.88
312129	10/27/2023	10915 ROSS, BRANDON R	NW HIDTA ADMIN/SURV TECH	\$4,860.13
312133	10/27/2023	262 SELIG FAMILY HOLDINGS LLC	MONTHLY RENT - NOVEMBER	\$20,028.00
312137	10/27/2023	396 SHAWN ALEXANDER MITCHELL	NW HIDTA INTELLIGENCE ANALYST	\$3,864.40
312171	10/27/2023	10001 WEINER, JONATHAN M	NW HIDTA DIRECTOR	\$8,661.36
010 - Fund Activity Subtotal:				\$273,324.83
Total For Fund 118				\$273,324.83
Fund 300				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$79.93
000 - Fund Activity Subtotal:				\$79.93
010 - Fund Activity				
311766	10/13/2023	34 BENTON COUNTY AUDITOR	P2121 PERMANENT EASEMENT RECORDING FEE	\$206.50
311803	10/13/2023	182 ELLISON EARTHWORKS LLC	P2111 PAY EST 2	\$157,440.49
311848	10/13/2023	3349 KCDA PURCHASING COOPERATIVE	95% PLAYGROUND OF DREAMS PHASE 2	\$164,334.10
311889	10/13/2023	6433 PAVEMENT SURFACE CONTROL	P2314 PAY EST 1	\$13,500.60
312032	10/27/2023	435 CITY OF PASCO	2023/3RDQ ANIMAL SHELTER BUILDING EXPENSES	\$217,652.90
010 - Fund Activity Subtotal:				\$553,134.59
160 - Land & Facilities				
311816	10/13/2023	80 BUSINESS INTERIORS OF IDAHO	CITY HALL - ONE-STOP COVID-19 BARRIER UPGRADE	\$57,864.89
311890	10/13/2023	1174 PBS ENGINEERING &, ENVIRONMENTAL	COLUMBIA PARK BOAT LAUNCH REHAB	\$896.25

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311917	10/13/2023	680 SIERRA ELECTRIC, INC.	90% SOUTHRIDGE PAVILION LIGHTS	\$54,462.06
311922	10/13/2023	6189 SNAP COURT LLC, DBA SNAP SPORTS INC	SNAP FLOORING FOR NUMERICA PAVILION FLOOR	\$127,805.48
312016	10/27/2023	575 BERRY DUNN MCNEIL & PARKER LLC	COMPREHENSIVE PLAN	\$15,659.00
312019	10/27/2023	561 BNB MECHANICAL INC	COMMUNITY CENTER WATER FOUNTAIN	\$1,087.00
312081	10/27/2023	78 KENNEWICK INDUSTRIAL & ELEC	LOCKER ROOM HEATERS	\$145.93
312085	10/27/2023	468 KG FENCING LLC	RETAINAGE RELEASE FROST CAMPUS SECURITY GATES	\$7,007.05
312139	10/27/2023	680 SIERRA ELECTRIC, INC.	RETAINAGE RELEASE SOUTHRIDGE PAVILION LIGHTS	\$5,517.94
160 - Land & Facilities Subtotal:				\$270,445.60
170 - Capital Purchases				
311946	10/13/2023	1566 TYLER TECHNOLOGIES INC	EDEN REPLACEMENT PROJECT - CONTRACT 19-013	\$17,720.68
312040	10/27/2023	6375 COMPUNET INC	ACCESS CONTROL FOR CITY HALL ANNEX DOOR	\$1,260.92
312112	10/27/2023	3458 PARAMOUNT COMMUNICATIONS INC	CITY HALL ANNEX - ACCESS CONTROL CABLING	\$857.64
170 - Capital Purchases Subtotal:				\$19,839.24
Total For Fund 300				\$843,499.36
Fund 303				
010 - Fund Activity				
311748	10/13/2023	501 APOLLO, INC.	P2012 PAY EST 6	\$556,510.55
311758	10/13/2023	5867 BAER TESTING	TESTING FOR P2010 (DESHUTES & CCB)	\$6,728.75
311803	10/13/2023	182 ELLISON EARTHWORKS LLC	P2010 PAY EST 1	\$399,934.06
311960	10/13/2023	63 WA STATE DEPT TRANSPORTATION, HIGHWAYS & LOCAL PR	PROJECT COSTS FOR P2012 STEPTOE AND GAGE BLVD	\$66.67
010 - Fund Activity Subtotal:				\$963,240.03
Total For Fund 303				\$963,240.03
Fund 371				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$29.64
000 - Fund Activity Subtotal:				\$29.64
010 - Fund Activity				
311741	10/13/2023	10058 ALLIANCE MANAGEMENT &, CONSTRUCTION SOLUTIONS	CONTRACT 19-020 MOD.3 - FS #1 CONST. MGMT.	\$2,500.00
311816	10/13/2023	80 BUSINESS INTERIORS OF IDAHO	FIRE STATION #1 FURNISHINGS	\$75,749.25
311843	10/13/2023	589 INTERWEST TECHNOLOGY SYSTEMS, INC.	FS#1 LOCUTION INSTALLATION	\$6,193.54
311948	10/13/2023	4955 ULINE	FS#1 WIRE SHEVLING	\$5,154.33
312006	10/27/2023	6720 BANLIN CONSTRUCTION LLC	FIRE STATION #1 CONSTRUCTION	\$239,455.84
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$466.85
312022	10/27/2023	313 BUNCH-FINNIGAN INC	FS#1 APPLIANCES	\$11,849.38
312040	10/27/2023	6375 COMPUNET INC	FS#1 DOOR ADD-ON	\$18,083.33
312151	10/27/2023	7079 TCA ARCHITECTURE PLANNING INC	FIRE STATION #1 ARCHITECTURAL SERVICES	\$9,448.40
010 - Fund Activity Subtotal:				\$368,900.92

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
				Total For Fund 371
				\$368,930.56
Fund 402				
000 - Fund Activity				
EFT	10/27/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023
				\$172.81
311728	10/11/2023	99993	AMBULANCE REFUNDS	KFD2005664 REFUND
				\$77.11
311729	10/11/2023	99993	AMBULANCE REFUNDS	KFD2003782 REFUND
				\$402.30
311730	10/11/2023	99993	AMBULANCE REFUNDS	KFD1903577 REFUND
				\$198.91
311978	10/25/2023	99993	AMBULANCE REFUNDS	280-KFD2207089 REFUND
				\$183.17
311979	10/25/2023	99993	AMBULANCE REFUNDS	280-KFD2301734 REFUND
				\$586.00
311980	10/25/2023	99993	AMBULANCE REFUNDS	280-KFD2210686 REFUND
				\$828.80
311981	10/25/2023	99993	AMBULANCE REFUNDS	280-KFD2300115 REFUND
				\$127.40
				000 - Fund Activity Subtotal:
				\$2,576.50
010 - Fund Activity				
EFT	10/27/2023	167	WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023
				\$15,899.23
311744	10/13/2023	5681	AMERIGAS PROPANE LP	PROPANE
				\$145.83
311769	10/13/2023	3495	BOUND TREE MEDICAL LLC	GENERAL MED SUPPLIES
				\$233.61
311776	10/13/2023	7715	CARDINAL HEALTH 411, INC	CALCIUM GLUC
				\$560.64
311807	10/13/2023	166	FARMERS EXCHANGE	PROPANE
				\$58.83
311815	10/13/2023	738	FRANKLIN COUNTY FIRE PROTECTION DISTRICT 3	MANNEQUIN
				\$4,000.00
311819	10/13/2023	5823	GALLS, LLC	NAME PLATE
				\$1,954.76
311857	10/13/2023	8868	LIFE-ASSIST	N95 MASKS
				\$10,950.24
311886	10/13/2023	917	OXARC, INC.	OXYGEN
				\$509.30
311912	10/13/2023	7872	SEA WESTERN INC	DUAL PURPOSE BOOTS
				\$171.44
311928	10/13/2023	2536	STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	STATION SUPPLIES
				\$613.26
311929	10/13/2023	5689	STRYKER SALES CORPORATION, STRYKER MEDICAL	BACK PLATE - LUCAS DEVICE
				\$503.52
311932	10/13/2023	10778	SYSTEMS DESIGN WEST LLC	EMS BILLING FOR AUGUST
				\$10,832.98
311935	10/13/2023	7618	TELEFLEX LLC	STABILIZER & NEEDLE
				\$1,224.31
311940	10/13/2023	168	TRILOGY MEDWASTE WEST LLC	MED WASTE DISPOSAL
				\$15.37
311950	10/13/2023	5807	UPTOWN CLEANERS, SANDRA R NINEMIRE	UNIFORM CLEANING
				\$881.17
311955	10/13/2023	30	VERIZON NORTHWEST	CITY WIDE CELL PHONES
				\$977.90
312020	10/27/2023	3495	BOUND TREE MEDICAL LLC	KLEENEX
				\$400.85
312024	10/27/2023	7715	CARDINAL HEALTH 411, INC	CREDIT - MEDS
				\$432.58
312033	10/27/2023	100	CITY OF RICHLAND	SECOMM ASSESSMENT - DISPATCH SVCS
				\$20,491.93
312062	10/27/2023	5823	GALLS, LLC	UNIFORM PANTS
				\$2,343.54
312087	10/27/2023	4244	L N CURTIS & SONS	DUAL PURPOSE BOOTS
				\$6.02
312090	10/27/2023	8868	LIFE-ASSIST	IV START PACK W/TEGADERM
				\$1,627.10
312110	10/27/2023	917	OXARC, INC.	OXYGEN
				\$284.15
312116	10/27/2023	7050	PRENTICE-HOWREY, SAMANTHA	REIMBURSEMENT - PERSONAL PAYMENT BOOTS
				\$191.25
312123	10/27/2023	957	RANCH & HOME INC	PROPANE
				\$14.14

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312132	10/27/2023	7872 SEA WESTERN INC	DUAL PURPOSE & STRUCTURAL BOOTS	\$318.40
312145	10/27/2023	2536 STAPLES ADVANTAGE, STAPLES CONTRACT AND COMM	TOILET BRUSH CANISTER	\$791.47
312149	10/27/2023	10778 SYSTEMS DESIGN WEST LLC	EMS BILLING FOR SEPTEMBER	\$11,089.18
312156	10/27/2023	168 TRILOGY MEDWASTE WEST LLC	MED WASTE	\$15.37
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$978.46
010 - Fund Activity Subtotal:				\$88,516.83
Total For Fund 402				\$91,093.33
Fund 403				
000 - Fund Activity				
311986	10/25/2023	743 Shape Executive Center Kennewick	BLDC-2023-2929 REFUND	\$45.01
000 - Fund Activity Subtotal:				\$45.01
010 - Fund Activity				
EFT	10/03/2023	70016 U.S. BANK	MERCHANT FEES	\$3,181.53
311930	10/13/2023	10695 SUBTERRA INC	SOUTHLIFFE PHASE 8 AUG. 2023 BLASTING SERVICES	\$1,568.80
311946	10/13/2023	1566 TYLER TECHNOLOGIES INC	CITIZEN CONNECT AND DECISION ENGINE IMPLEMENTATION	\$1,120.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$386.59
312152	10/27/2023	6977 THE BUILDING DEPARTMENT INC	SEPTEMBER 2023 CONTRACT BUILDING INSP.	\$2,596.00
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$386.79
010 - Fund Activity Subtotal:				\$9,239.71
Total For Fund 403				\$9,284.72
Fund 404				
010 - Fund Activity				
312144	10/27/2023	597 SPYDERCORP LLC	TOYOTA CENTER BATHROOM REMODEL	\$4,229.78
010 - Fund Activity Subtotal:				\$4,229.78
Total For Fund 404				\$4,229.78
Fund 405				
010 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$3,742.96
311752	10/13/2023	10835 ATLAS TECHNICAL CONSULTANTS, L	P2302 THIRD PARTY TESTING	\$376.25
311775	10/13/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.75
311803	10/13/2023	182 ELLISON EARTHWORKS LLC	P2116 PAY EST 4	\$199,004.34
311882	10/13/2023	3700 OFFICE DEPOT INC	OFFICE SUPPLIES	\$32.45
311885	10/13/2023	5251 ONSITE ENVIRONMENTAL INC	19TH AND ELY SOIL TEST	\$1,150.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$324.17
311975	10/13/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$70.24
312107	10/27/2023	5460 NRC ENVIRONMENTAL SERVICES INC	19TH AND ELY OIL SEPARATOR SOIL REMOVAL	\$3,294.92

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312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$324.45
010 - Fund Activity Subtotal:				\$208,375.53
Total For Fund 405				\$208,375.53
Fund 410				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$265.00
311732	10/11/2023	70027 CITY OF KENNEWICK	WTR USED ACT#49009580-00	\$427.58
311733	10/11/2023	99995 HYDRANT REFUNDS	FHM-2023-2509 HYDRANT METER REFUND	\$372.42
311734	10/11/2023	99995 HYDRANT REFUNDS	FHM-2023-0769 HYDRANT METER REFUND	\$400.00
311735	10/11/2023	99995 HYDRANT REFUNDS	FHM-2022-6522 HYDRANT METER REFUND	\$400.00
311757	10/13/2023	108 BADGER METER INC	INV 2" METERS	\$10,412.85
311811	10/13/2023	86 FERGUSON ENTERPRISES INC	INV 300 SMARTPOINTS	\$17,257.21
311982	10/25/2023	1626 BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	KENNEWICK DONATIONS FOR KARES PROGRAM	\$2,021.49
312056	10/27/2023	86 FERGUSON ENTERPRISES INC	INV 300 SMARTPOINTS	\$23,009.62
312070	10/27/2023	865 HD FOWLER COMPANY INC	INV WATER/SEWER	\$11,960.66
000 - Fund Activity Subtotal:				\$66,526.83
010 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$85,634.97
311742	10/13/2023	10587 ALOHA GARAGE DOOR COMPANY INC	WEST GATE ENTRAPMENT SENSOR	\$387.53
311745	10/13/2023	7400 ANALYTICAL SERVICES INC	AEROBIC ENDOSPORES	\$265.00
311746	10/13/2023	2738 ANATEK LABS INC	NITRATE SAMPLING	\$1,130.00
311747	10/13/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2023 HVAC MAINT SEPTEMBER	\$1,409.38
311750	10/13/2023	5050 ARG INDUSTRIAL	CAM LOCK FOR TRASH PUMP	\$3,894.30
311753	10/13/2023	362 AUTOSHADOWS INC	WINDOW TINT SERVICES FOR PUMP TRUCK	\$543.50
311757	10/13/2023	108 BADGER METER INC	LARGE METERS	\$73,274.94
311759	10/13/2023	4052 BATTERIES PLUS	BATTERY FOR TV VAN FLASH LIGHT	\$37.45
311760	10/13/2023	3707 BAXTER AUTO PARTS	PARTS FOR OUR OUTBOARD BOAT MOTOR	\$36.38
311768	10/13/2023	618 BLACOH FLUID CONTROLS, INC	SURGE TANK SYSTEM PROGRESS PAY 2	\$29,900.00
311770	10/13/2023	2063 BUCK, DARRELL	UNIFORM ALLOWANCE BOOTS	\$241.31
311773	10/13/2023	6068 BUGHER, DEAN	UNIFORM ALLOWANCE	\$400.00
311775	10/13/2023	1817 RADIO SERVICE COMPANY INC	MAINTENANCE CHARGES	\$55.74
311777	10/13/2023	5616 CERTIFIED LABORATORIES, NCH CORPORATION	LATEX GLOVES FOR THE FIELD	\$190.05
311789	10/13/2023	641 CONEX DEPOT CORPORATION	WWT SHIPPING CONTAINERS	\$9,314.00
311792	10/13/2023	143 CORRECT EQUIPMENT INC	CL17 REAGENT KITS AND DPD DISPENSERS	\$1,278.04
311798	10/13/2023	8116 D&D TELECOMMUNICATIONS, PROPERTIES, LLC	INSPIRATION POINT - OCTOBER 2023	\$782.87
311811	10/13/2023	86 FERGUSON ENTERPRISES INC	FIRE HYDRANT TO REPLACE HIT UNREPAIRABLE HYDRANT	\$11,889.11
311812	10/13/2023	2312 FIELD INSTRUMENTS & CONTROLS, INC	WTP NEW TEMPERATURE PROBE	\$332.04
311821	10/13/2023	499 GERLACH, DUSTIN	UNIFORM ALLOWANCE	\$97.53
311824	10/13/2023	9091 GOMEZ SR, ANGEL	UNIFORM ALLOWANCE	\$187.77

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311828	10/13/2023	4759 GRIGG ENTERPRISES INC, ACE HARDWARE	OE UNIFORM	\$548.82
311831	10/13/2023	1338 HANSFORD, BILL	UNIFORM ALLOWANCE BOOTS	\$196.01
311832	10/13/2023	1339 HANSON, MIKE	UNIFORM ALLOWANCE BOOTS	\$336.97
311833	10/13/2023	10399 HATTON, JAMIE	UNIFORM ALLOWANCE	\$71.69
311835	10/13/2023	865 HD FOWLER COMPANY INC	3" VALVES FOR FIRE HYDRANT METERS	\$1,641.57
311840	10/13/2023	9099 IDEXX DISTRIBUTION INC	LAB SUPPLIES	\$93.76
311842	10/13/2023	303 INTERMOUNTAIN CLEANING SERVICE INC.	JANITORIAL SVC - SEPTEMBER 2023	\$503.00
311849	10/13/2023	5148 KELLEY'S TELE-COMMUNICATIONS	ANSWERING SERVICE -SEPTEMBER 2023	\$119.56
311850	10/13/2023	78 KENNEWICK INDUSTRIAL & ELEC	PIPE WRENCHES FOR MAINTENANCE TRUCK 5705	\$147.10
311852	10/13/2023	741 KONEN ROCK PRODUCTS INC	ROCK FOR CARGIL POND	\$15,900.00
311859	10/13/2023	3154 M & M BOLT COMPANY, LLC	BOLTS FOR PROJECTS	\$13.48
311868	10/13/2023	484 MILNE NAIL,POWER TOOL & REPAIR	MISC. TOOLS FOR MAINTENANCE TRUCK 5705	\$404.81
311871	10/13/2023	5112 MOON SECURITY SERVICES, INC	SCADA - DAK0001	\$83.71
311875	10/13/2023	2904 NORTHERN SAFETY CO., INC.	LIFEVAC CHOKING RESCUE DEVICE	\$211.28
311881	10/13/2023	719 OASIS LAWN & CONSTRUCTION INC	18TH & KELLOGG - FRONT GRASS OVERSEEDING	\$1,467.45
311882	10/13/2023	3700 OFFICE DEPOT INC	HAND HELD CALCULATORS	\$73.83
311892	10/13/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	WRAP LOCK TIES FOR SCADA ANTENNA WIRE	\$43.19
311897	10/13/2023	957 RANCH & HOME INC	TOPPED OFF PROPANE TANKS FOR WATER SHOP	\$169.10
311905	10/13/2023	699 ROSIE RUNYON	UNIFORM ALLOWANCE JEANS	\$226.23
311917	10/13/2023	680 SIERRA ELECTRIC, INC.	REPLACED BREAKER FOR SLUDGE COLLECTOR	\$3,163.68
311943	10/13/2023	393 TROJAN TECHNOLOGIES	UV SENSOR RECALIBRATION	\$815.25
311949	10/13/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$618.83
311952	10/13/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$118.44
311953	10/13/2023	3881 UTILITIES UNDERGROUND, LOCATION CENTER	MONTHLY LOCATE FEES	\$296.70
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$2,893.73
311973	10/13/2023	6278 SMARTSIGHTS TECHNOLOGIES LLC	WATER AND WASTE WATER WIN-911SOFTWARE SUPPORT	\$2,400.00
311975	10/13/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$454.13
311995	10/27/2023	7400 ANALYTICAL SERVICES INC	AEROBIC EDOSPORE WATER SAMPLING	\$265.00
311996	10/27/2023	2738 ANATEK LABS INC	WATER METALS SAMPLING	\$3,640.00
311997	10/27/2023	3088 APOLLO MECHANICAL CONTRACTORS, APOLLO SHEET METAL	2023 HVAC MAINT OCTOBER	\$1,409.38
312002	10/27/2023	88 AWWA AMERICAN WATER WORKS, ASSOCIATION	2024 AWWA MEMBERSHIP DUES	\$4,512.00
312005	10/27/2023	108 BADGER METER INC	LARGE METERS	\$33,200.43
312007	10/27/2023	4052 BATTERIES PLUS	TRUCK FLASH LIGHT BATTERIES	\$72.50
312012	10/27/2023	93 BENTON FRANKLIN DISTRICT, HEALTH	CYANOTOXIN (HAB) WATER SAMPLING	\$3,303.70
312013	10/27/2023	84 BENTON PUD NO. 1	ELECTRICITY	\$120,827.16
312018	10/27/2023	706 BLACK & VEATCH CORPORATION	P2309 CONSULTANT INVOICE	\$2,794.50
312027	10/27/2023	83 CASCADE NATURAL GAS	GAS SERVICE	\$170.16
312039	10/27/2023	114 COLUMBIA RIGGING CORPORATION	WINCH CABLE FOR THE LAGOONS	\$206.91
312041	10/27/2023	10831 CONCEPT SYSTEMS INC	WASTEWATER ENGINEERING SUPPORT	\$8,000.00
312053	10/27/2023	9295 EUROFINS EATON ANALYTICAL INC	UCMR5 WATER SAMPLING	\$1,575.00

City of Kennewick
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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312056	10/27/2023	86 FERGUSON ENTERPRISES INC	FITTINGS FOR PH PROBE WATER LINES.	\$942.91
312057	10/27/2023	2312 FIELD INSTRUMENTS & CONTROLS, INC	PT100 CONVERTER FOR WTP RAW WATER TEMPERATURE	\$207.91
312065	10/27/2023	1775 GRAINGER	PALLET JACK FOR STORAGE OF MOTORS AND VFD	\$500.20
312071	10/27/2023	6569 HDR INC	P2117 CONSULTANT INVOICE	\$16,496.15
312075	10/27/2023	4713 J-U-B ENGINEERS INC	P2114 CONSULTANT INVOICE	\$13,448.30
312076	10/27/2023	4624 JCI JONES CHEMICALS INC	WTP CHEMICALS	\$10,647.50
312078	10/27/2023	742 JOHNSON ST PROPERTIES LLC	TEMP CONST. PERMIT	\$500.00
312079	10/27/2023	728 JUSTIN SIMONSON	UNIFORM ALLOWANCE	\$98.46
312080	10/27/2023	669 KELLER ASSOCIATES INC	P2310 CONSULTANT INVOICE	\$9,368.75
312081	10/27/2023	78 KENNEWICK INDUSTRIAL & ELEC	FILTER CART.	\$467.04
312096	10/27/2023	5112 MOON SECURITY SERVICES, INC	SCADA - DAK0001	\$83.71
312102	10/27/2023	1290 NCL OF WISCONSIN, INC.	LAB DISH WASHER SOAP	\$192.85
312110	10/27/2023	917 OXARC, INC.	REFILLED FREEZE KIT BOTTLES	\$297.80
312113	10/27/2023	300 PASCO MACHINE CO INC	PUMP REBUILD FOR 54TH AND OLYMPIA RESERVOIR	\$3,816.35
312115	10/27/2023	329 PLATT ELECTRIC SUPPLY COMPANY, REXEL USA INC	RC5 PUMP 3 VFD REPAIR BY ABB	\$19,069.87
312121	10/27/2023	8218 QUALITY CONTROL SERVICES, INC.	YEARLY TESTING	\$490.00
312160	10/27/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$210.90
312161	10/27/2023	7925 HD SUPPLY INC	COTTON SWABS FOR CLEANING ANALYZERS	\$1,186.56
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$2,844.98
010 - Fund Activity Subtotal:				\$515,141.21
205 - Sewer Area Charge				
311746	10/13/2023	2738 ANATEK LABS INC	FECAL SAMPLE TEST FROM LAGOON #2	\$385.00
312075	10/27/2023	4713 J-U-B ENGINEERS INC	P2209 CONSULTANT INVOICE	\$6,050.25
312093	10/27/2023	6441 MERRELL BROTHERS INC	P2209 EQUIPMENT	\$1,840,328.03
205 - Sewer Area Charge Subtotal:				\$1,846,763.28
Total For Fund 410				\$2,428,431.32
Fund 501				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$14.55
311788	10/13/2023	8852 COMMERCIAL TIRE	INV 800 TIRES	\$775.82
311790	10/13/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL AND GREASE FOR FLEET	\$2,728.71
311839	10/13/2023	8711 HUGHES FIRE EQUIPMENT INC	INV 700 HUGHES FIRE	\$56.49
311845	10/13/2023	3363 JIM'S PACIFIC GARAGES INC	BALANCE DUE - BRAKE PADS	\$39.52
311873	10/13/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$1,554.81
311927	10/13/2023	247 SS EQUIPMENT, PASCO NEW HOLLAND	INV 700 SS EQUIPMENT	\$115.83
311962	10/13/2023	655 WALLA WALLA SAW	INV 700 TORO PARTS	\$1,473.07
312007	10/27/2023	4052 BATTERIES PLUS	INV 700 BATTERIES PLUS	\$1,431.58
312045	10/27/2023	5727 COSTCO ANYWHERE CITI VISA	WINDSHIELD MOUNTS FOR AXON CAMERAS	\$21.74
312100	10/27/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	INV 700 NAPA	\$579.44

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312168	10/27/2023	655 WALLA WALLA SAW	INV 700 TORO PARTS	\$1,923.43
000 - Fund Activity Subtotal:				\$10,714.99
010 - Fund Activity				
311727	10/10/2023	734 CITY OF PASO ROBLES	JOHN DEERE TRACTOR W/FLAIL MOWER VEH 4316	\$52,100.00
311749	10/13/2023	688 APPLETON AWNING SHOP INC	V2717 REARFLAP AND PUNCH TOOL	\$438.71
311750	10/13/2023	5050 ARG INDUSTRIAL	V5520 HEX PLUG	\$207.18
311751	10/13/2023	2091 ARI PHOENIX INC, AUTOMOTIVE RESOURCES INC	LIFT REPAIR	\$4,526.97
311772	10/13/2023	2579 BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	VEHICLE 5307 FORD F150 (REPLACES #5105)	\$571,272.04
311787	10/13/2023	1310 COLEMAN OIL COMPANY	CITYWIDE FUEL USAGE	\$69,413.77
311788	10/13/2023	8852 COMMERCIAL TIRE	TIRES VEH 4104	\$1,230.04
311790	10/13/2023	4853 CONNELL OIL INC, 76 DISTRIBUTING	INV 700 OIL AND GREASE FOR FLEET	\$709.58
311793	10/13/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	V7107 STABILIZER LINK	\$704.38
311799	10/13/2023	601 DIRECT AUTOMOTIVE DISTRIBUTING	SEAL VEH 2715	\$96.35
311806	10/13/2023	9431 FAIRBANK EQUIPMENT	BELT VEH 3735	\$112.69
311807	10/13/2023	166 FARMERS EXCHANGE	V3817 BELT	\$461.74
311814	10/13/2023	81 FNS COLLISION GROUP LLC	RFQ 23-004 PD VEHICLE PAINT	\$16,131.12
311827	10/13/2023	437 GREG MAHLER	OE CLOTHING- BOOTS AND PANTS	\$392.99
311837	10/13/2023	8572 HIGH DESERT MAINTENANCE INC	REPAIR VEH 2802	\$6,895.07
311839	10/13/2023	8711 HUGHES FIRE EQUIPMENT INC	V2307 SWITCH	\$38,520.72
311845	10/13/2023	3363 JIM'S PACIFIC GARAGES INC	V0229 REPLACE FUEL LINE	\$3,236.68
311859	10/13/2023	3154 M & M BOLT COMPANY, LLC	VEHICLE W030 SOCKET	\$3.27
311865	10/13/2023	2254 MCMASTER-CARR SUPPLY COMPANY	ABRASIVE FOR FLEET	\$152.74
311866	10/13/2023	3284 MEL'S INTER-CITY TOWING	V7940 TOW SERVICE	\$81.53
311873	10/13/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	V2801 ADAPTER	\$484.78
311876	10/13/2023	1677 NORTHSTAR CLEAN CONCEPTS HOTSY, CLEAN CONCEPTS GR	VCW02 REPLACEMENT WAND	\$102.35
311880	10/13/2023	4217 O'REILLY AUTO PARTS	V3522 BATTERY	\$1,032.18
311887	10/13/2023	6603 PAPE MACHINERY INC	2023 AMI SB512PFE PLOW ATTACH VEH 4301	\$17,670.38
311888	10/13/2023	6241 PASCO TIRE FACTORY INC	TIRES VEH 4802	\$1,495.05
311907	10/13/2023	9107 RWC INTERNATIONAL LTD	V0154 MIRROR ASSEMBLY	\$578.53
311910	10/13/2023	3660 SAS AUTO ELECTRIC, INC.	V3210 STARTER	\$288.92
311918	10/13/2023	9797 SIGNS BY SUE	MARKING PD VEHICLE 7302	\$1,167.84
311923	10/13/2023	5320 SOLID WASTE SYSTEMS INC	VALVES VEH 4105	\$498.75
311926	10/13/2023	2366 SPECK BUICK GMC OF TRICITIES, SPECK THREE INC	V2803 TROUBLESHOOT/REPAIR	\$3,776.32
311927	10/13/2023	247 SS EQUIPMENT, PASCO NEW HOLLAND	V5804 BRAKE FLUID	\$53.78
311929	10/13/2023	5689 STRYKER SALES CORPORATION, STRYKER MEDICAL	SERVICE AGREE POWER LOADS FOR 2023 MEDIC UNITS	\$39,916.57
311933	10/13/2023	4379 TACOMA SCREW PRODUCTS INC, ACCTS RECEIVABLE	BRAKE CLEANER FOR FLEET	\$313.22
311945	10/13/2023	4283 TURF STAR - WESTERN	V3731 WHEEL AND BEARING ASSEMBLY	\$8,275.40
311952	10/13/2023	3564 US LINEN AND UNIFORM	LINEN SERVICE	\$133.40
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$133.93
311957	10/13/2023	5777 CLEARWATER VICS PROFESSIONAL AUTOMOTIVE PAINT DIST	V0229 STARTER FLUID	\$3.47

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311998	10/27/2023	5050 ARG INDUSTRIAL	HOSE AND FITTINGS VEH 3731	\$446.52
311999	10/27/2023	1568 ATOMIC SCREEN PRINT &, EMBROIDERY	FALL OE CLOTHING FOR FLEET AUNIF.B33	\$45.63
312000	10/27/2023	4247 AUTOZONE	CV AXLES VEH 7807	\$360.74
312021	10/27/2023	2579 BUD CLARY FORD/HYUNDAI, CLARY LONGVIEW LLC	2023 FORD INTERCEPTOR PATROL VEH 7316	\$423,150.00
312026	10/27/2023	3527 CASADAY BEE-LINE SERVICE, & TOWING LLC	ALIGNMENT VEH 7940	\$111.95
312038	10/27/2023	1310 COLEMAN OIL COMPANY	COLUMBIA PARK MOWER FUEL	\$1,715.36
312044	10/27/2023	7868 CORWIN FORD - TRI CITIES, CORWIN OF PASCO LLC	CREDIT BUMPER VEH 7330	\$6.21
312045	10/27/2023	5727 COSTCO ANYWHERE CITI VISA	WINDSHIELD MOUNTS FOR AXON CAMERAS	\$511.42
312047	10/27/2023	9415 CUMMINS INC	BATTERY CHARGER VEH W004	\$1,483.23
312049	10/27/2023	9827 DAY WIRELESS SYSTEMS	2023 POLICE VEHICLE UPFIT VEH 7301	\$84,685.09
312059	10/27/2023	81 FNS COLLISION GROUP LLC	RFQ 23-004 PD VEHICLE PAINT	\$8,065.56
312060	10/27/2023	1915 FREDDIE'S TRADING POST	DOOR SKIRT AND SEAL VEH 2309	\$108.70
312065	10/27/2023	1775 GRAINGER	V5101 ELECTRIC WALL HEATER	\$429.99
312072	10/27/2023	8711 HUGHES FIRE EQUIPMENT INC	SEAL VEH 2801	\$2,742.68
312077	10/27/2023	3363 JIM'S PACIFIC GARAGES INC	V5520 WATER PUMP WITH CORE CHARGE	\$278.25
312089	10/27/2023	10534 LIBERTY LAWN AND SAW SHOP	PARTS EQUIPMENT F13S	\$113.01
312091	10/27/2023	2254 MCMASTER-CARR SUPPLY COMPANY	V3731 O RINGS	\$19.78
312100	10/27/2023	8875 NAPA PASCO AUTO PARTS, THM MANAGEMENT INC	V3733 WIPER BLADES	\$972.54
312105	10/27/2023	1677 NORTHSTAR CLEAN CONCEPTS HOTSY, CLEAN CONCEPTS GR	PRESSURE WASHER PREVENT MAINT FOR FLEET	\$643.64
312111	10/27/2023	6603 PAPE MACHINERY INC	V4905 MOWER BLADES	\$730.98
312114	10/27/2023	6241 PASCO TIRE FACTORY INC	TIRES VEH 2801	\$3,478.13
312122	10/27/2023	957 RANCH & HOME INC	PROPANE VEH 0401	\$23.08
312123	10/27/2023	957 RANCH & HOME INC	TOOL BOX VEH 5307	\$1,086.99
312128	10/27/2023	3691 RMT EQUIPMENT	BAFFLE VEH 3737	\$125.16
312140	10/27/2023	9797 SIGNS BY SUE	NEW PD VEHICLE MARKING 7301	\$3,923.44
312158	10/27/2023	9405 TRUCK PRO LLC SIX STATES, TRUCK PRO HOLDING CORP	BRAKE DRUMS VEH 0155	\$1,923.72
312159	10/27/2023	4283 TURF STAR - WESTERN	V3523 BOLT, WASHER AND COLLAR	\$27.78
312160	10/27/2023	4764 UNITED PARCEL SERVICE, UPS	SHIPPING	\$30.06
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$134.05
312164	10/27/2023	5777 CLEARWATER VICS PROFESSIONAL AUTOMOTIVE PAINT DIST	V3907 V BELT	\$22.50

010 - Fund Activity Subtotal: **\$1,380,008.63**

Total For Fund 501 **\$1,390,723.62**

Fund 502**000 - Fund Activity**

311794	10/13/2023	5727 COSTCO ANYWHERE CITI VISA	INV 200 STATION SUPPLY STOCK	\$81.48
311796	10/13/2023	481 CROWN PAPER & JANITORIAL, SUPPLY	INV 200 TOILET TISSUE	\$1,563.98
311800	10/13/2023	7672 DOG WASTE DEPOT, ZW USA INC	INV 200 DOG BAGS	\$649.41
311857	10/13/2023	8868 LIFE-ASSIST	INV 200 LIFE ASSIST	\$6,125.25
311931	10/13/2023	3697 SUNWEST SPORTSWEAR, A DIVISION OF US LINEN	INV 200 SIZE MEDIUM BOONIE HATS	\$692.85

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
311937	10/13/2023	3426 THE HOME DEPOT PRO, DBA SUPPLY WORKS	INV 200 PAPER TOWELS	\$2,985.77
312045	10/27/2023	5727 COSTCO ANYWHERE CITI VISA	INV 200 WATER	\$1,033.03
312065	10/27/2023	1775 GRAINGER	INV 200 GRAINGER	\$4,107.30
000 - Fund Activity Subtotal:				\$17,239.07
010 - Fund Activity				
311855	10/13/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2022	\$973.11
311988	10/27/2023	1526 ABADAN	COPIER MAINTENANCE -2023	\$1,673.06
312065	10/27/2023	1775 GRAINGER	PAPER TOWEL CREDIT	(\$4,861.24)
312088	10/27/2023	6743 LEAF CAPITAL FUNDING LLC	COPIER LEASE - 2023	\$2,187.25
010 - Fund Activity Subtotal:				(\$27.82)
Total For Fund 502				\$17,211.25
Fund 503				
000 - Fund Activity				
EFT	10/27/2023	167 WA STATE DEPT OF REVENUE	EXCISE TAX- SEPTEMBER 2023	\$19.99
000 - Fund Activity Subtotal:				\$19.99
010 - Fund Activity				
EFT	10/13/2023	70008 WA. STATE DEPT OF LICENSING	DRIVING ABSTRACT	\$90.00
311791	10/13/2023	35 CONSOLIDATED ELECTRICAL, DISTRIBUTORS INC	REPLACE LIGHT POLE AT COLUMBIA DRIVE & GARFIELD	\$5,141.76
311814	10/13/2023	81 FNS COLLISION GROUP LLC	REPAIR OF KPD #7806	\$57,188.15
311817	10/13/2023	409 FRONTIER FENCE INC	REPAIR 2 SECTIONS CHAIN LINK FENCE AT EDISON & 240	\$3,255.57
311917	10/13/2023	680 SIERRA ELECTRIC, INC.	KENNEWICK & WASHINGTON LIGHT POLE	\$12,043.37
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.31
311991	10/27/2023	8615 ADVANCED TRAFFIC PRODUCTS INC	2 PED PUSHBUTTONS DAMAGED AT KENNEWICK AVE & YELM	\$918.55
312052	10/27/2023	8079 EMPLOYMENT SECURITY DEPARTMENT, UI TAX ADMINISTRATION	2023-Q3 UNEMPLOYMENT BENEFIT CHARGES	\$1,141.65
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.35
010 - Fund Activity Subtotal:				\$79,861.71
Total For Fund 503				\$79,881.70
Fund 611				
010 - Fund Activity				
312015	10/27/2023	4065 BERNA, LETA	LEOFF 1 PENSION	\$386.03
312051	10/27/2023	5685 ECKERT, NANCY	LEOFF 1 PENSION	\$1,721.91
312066	10/27/2023	122 GRAVES, MARJORIE	LEOFF 1 PENSION	\$2,618.65
312094	10/27/2023	1657 MILLIMAN	ACTUARIAL STUDIES - FIRE PENSION/LEOFF 1 MEDICAL	\$12,750.00
312120	10/27/2023	6700 PURDY, PAULA	LEOFF 1 PENSION	\$1,099.34
312126	10/27/2023	145 REMUS, LARRY J	LEOFF 1 PENSION	\$893.51
312136	10/27/2023	148 SHAW, LEONARD	LEOFF 1 PENSION	\$630.69
312141	10/27/2023	150 SLEATER, LARRY L	LEOFF 1 PENSION	\$1,467.49

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
312163	10/27/2023	152 VICKERMAN, THOMAS	LEOFF 1 PENSION	\$448.25
312173	10/27/2023	154 WILLEBY, DONALD R	LEOFF 1 PENSION	\$1,222.53
010 - Fund Activity Subtotal:				\$23,238.40
Total For Fund 611				\$23,238.40

Fund 612**010 - Fund Activity**

311739	10/13/2023	24 ADKINS, WILLIAM	RETIREE MEDICAL	\$164.90
311771	10/13/2023	185 BUCK, GARY E	RETIREE MEDICAL	\$164.90
311802	10/13/2023	1894 EASLING, CONNIE	RETIREE MEDICAL	\$164.90
311808	10/13/2023	41 FARNKOFF, ROBERT C	RETIREE MEDICAL	\$164.90
311810	10/13/2023	58 FEARING, DOUG	RETIREE MEDICAL	\$164.90
311822	10/13/2023	181 GIER, CHARLES W.	RETIREE MEDICAL	\$164.90
311825	10/13/2023	134 GONDERMAN, DAVID A	RETIREE MEDICAL	\$164.90
311829	10/13/2023	62 GROSS, ROBERT	RETIREE MEDICAL	\$164.90
311836	10/13/2023	455 HEIMBIGNER, MICHAEL	RETIREE MEDICAL	\$164.90
311838	10/13/2023	6744 HIRSCHER, ARTHUR D	RETIREE MEDICAL	\$104.90
311846	10/13/2023	3891 JOPLIN, ALAN	RETIREE MEDICAL	\$164.90
311847	10/13/2023	65 JUERGENS, CURT	RETIREE MEDICAL	\$2,069.90
311853	10/13/2023	60 KRAFT, JAMES	RETIREE MEDICAL	\$164.90
311860	10/13/2023	50 MACE, BILL	RETIREE MEDICAL	\$164.90
311861	10/13/2023	52 MAPLETHORPE, JOHN G., JR	RETIREE MEDICAL	\$176.41
311879	10/13/2023	142 O'HAIR, RONALD L	RETIREE MEDICAL	\$164.90
311891	10/13/2023	5554 PENNEY, MICHAEL	RETIREE MEDICAL	\$134.00
311901	10/13/2023	145 REMUS, LARRY J	RETIREE MEDICAL	\$139.50
311911	10/13/2023	1821 SCHARNHORST, DEAN	RETIREE MEDICAL	\$164.90
311914	10/13/2023	148 SHAW, LEONARD	RETIREE MEDICAL	\$164.90
311919	10/13/2023	150 SLEATER, LARRY L	RETIREE MEDICAL	\$164.90
311925	10/13/2023	66 SOUTHWICK, JOHN J., JR.	RETIREE MEDICAL	\$164.90
311942	10/13/2023	1318 TRIPP, GREG	RETIREE MEDICAL	\$884.90
311956	10/13/2023	152 VICKERMAN, THOMAS	RETIREE MEDICAL	\$164.90
311961	10/13/2023	8584 WAGNER, BRIAN	RETIREE MEDICAL	\$164.90
311965	10/13/2023	9944 WATERS, DENNIS	RETIREE MEDICAL	\$148.50
311971	10/13/2023	154 WILLEBY, DONALD R	RETIREE MEDICAL	\$6,703.90
311972	10/13/2023	2997 WILLIAMS, GARY	RETIREE MEDICAL	\$164.90
311974	10/13/2023	9776 YADEN, MARK	RETIREE MEDICAL	\$164.90
312094	10/27/2023	1657 MILLIMAN	ACTUARIAL STUDIES - FIRE PENSION/LEOFF 1 MEDICAL	\$19,775.00
010 - Fund Activity Subtotal:				\$33,599.91
Total For Fund 612				\$33,599.91

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CHECK #	CHECK DATE	VENDOR NAME	DESCRIPTION	AMOUNT
Fund 642				
000 - Fund Activity				
311765	10/13/2023	14 BENTON COUNTY	METRO OT REIMBURSEMENT - SEPTEMBER	\$2,065.41
311782	10/13/2023	100 CITY OF RICHLAND	OCDETF GRANT OT REIMBURSEMENT - JULY 2023	\$2,620.80
311784	10/13/2023	1516 CITY OF WEST RICHLAND	METRO OT REIMBURSEMENT - AUGUST	\$531.85
311867	10/13/2023	3091 MERKL, ISAAC	METRO BUY FUNDS	\$10,000.00
312009	10/27/2023	14 BENTON COUNTY	OCDETF REIMBURSEMENT 10-2023	\$993.81
312032	10/27/2023	435 CITY OF PASCO	METRO OT REIMBURSEMENT - AUGUST	\$1,982.50
312034	10/27/2023	1516 CITY OF WEST RICHLAND	OCDETF REIMBURSEMENT	\$1,700.60
000 - Fund Activity Subtotal:				\$19,894.97
010 - Fund Activity				
311740	10/13/2023	730 ADVANCE TRAVEL EXPENSE	REIMBURSE ADVANCE TRAVEL	\$800.15
311755	10/13/2023	5555 AYALA, MIGUEL	TRAVEL REIMBURSEMENT	\$718.66
311797	10/13/2023	7711 CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	\$44.57
311902	10/13/2023	5213 REYNA, BLANCA	ADMIN PETTY CASH	\$99.00
311944	10/13/2023	457 TRUCKS & AUTO AUCTIONS	VEHICLE STORAGE FEE (OCT)	\$825.00
311955	10/13/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.31
311975	10/13/2023	5471 ZIPLY FIBER, NORTHWEST FIBER, LLC DBA	TELEPHONE SVC	\$158.93
312046	10/27/2023	7711 CULLIGAN WATER CONDITIONING	CULLIGAN WATER SERVICE	\$54.62
312143	10/27/2023	22 SPECIAL SERVICES GROUP	COVERT TRACK SUBSCRIPTION	\$496.74
312162	10/27/2023	30 VERIZON NORTHWEST	CITY WIDE CELL PHONES	\$41.35
010 - Fund Activity Subtotal:				\$3,280.33
Total For Fund 642				\$23,175.30
Fund 888				
000 - Fund Activity				
EFT	10/16/2023	5000 COMMERCIAL CARD SOLUTIONS, JP MORGAN CHASE - VISA	P CARD PURCHASES SEPTEMBER 2023	\$76,751.30
000 - Fund Activity Subtotal:				\$76,751.30
Total For Fund 888				\$76,751.30
				\$9,094,203.01

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



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.

A handwritten signature in black ink that reads "Dan Legard". The signature is written in a cursive, flowing style.

Dan Legard, Finance Director

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

Check Numbers 311722 through 312174:	\$8,862,466.46
Electronic Payments (EFT):	\$231,736.55
Total	\$9,094,203.01

City of Kennewick
Claims Roster by Fund/Division
10/1/2023 to 10/31/2023



CLAIMS SUMMARY		
FUND	DESCRIPTION	AMOUNT
001	GENERAL FUND	1,341,850.47
102	STREET FUND	45,853.21
103	ARTERIAL STREET FUND	725,331.75
106	BI-PIN OPERATIONS FUND	258.27
107	COMMUNITY DEVELOPMENT FUND	16,432.53
111	ASSET FORFEITURE FUND	170.00
116	LODGING TAX FUND	112,714.51
117	CRIMINAL JUSTICE SALES TAX FND	16,601.33
118	HIDTA FIDUCIARY PROGRAM	273,324.83
300	CAPITAL IMPROVEMENTS FUND	843,499.36
303	URBAN ARTERIAL STREET FUND	963,240.03
371	GO BOND 2022 FUND	368,930.56
402	MEDICAL SERVICES FUND	91,093.33
403	BUILDING SAFETY FUND	9,284.72
404	COLISEUM FUND	4,229.78
405	STORMWATER UTILITY FUND	208,375.53
410	WATER AND SEWER FUND	2,428,431.32
501	EQUIPMENT RENTAL FUND	1,390,723.62
502	CENTRAL STORES FUND	17,211.25
503	RISK MANAGEMENT FUND	79,881.70
611	FIREMENS PENSION FUND	23,238.40
612	OPEB TRUST FUND	33,599.91
642	METRO DRUG FORFEITURE FUND	23,175.30
888	RESIDUAL FUND	76,751.30
Total:		9,094,203.01

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
001 - GENERAL FUND				
CITY COUNCIL	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	NAME PLATES FOR COUNCIL CHAMBERS	117.79
CITY COUNCIL	999998	MARRIOTT CRYSTAL GATEW	HOTEL ROOM FOR JMILLBAUER - ECA CONFERENCE.	1,295.60
CITY COUNCIL	11079	PROCARD, OUR COOKIE HOUSE	SUPPLIES FOR RETIREMENT CELEBRATION FOR COUNCIL MEETING.	81.52
CITY COUNCIL	2861	TROPHY SHOPPE, THE, JEFFREY BRITTON	RETIREMENT PLAQUES FOR COUNCIL MEETING.	96.42
CITY COUNCIL	999998	TRI-CITY REGIONAL CHAMBER	REGISTRATION FOR ELECTED LEADERS RECEPTION.	60.00
City Council Subtotal:				\$1,651.33
CITY MANAGER	10158	PROCARD, CANVA	CANVA SUBSCRIPTION FOR DDOLLARHYDE	12.99
CITY MANAGER	172	THE TRI-CITY HERALD	TRICITY HERALD SUBSCRIPTION FOR DDOLLARHYDE	15.99
CITY MANAGER	6006	ADOBE SYSTEMS, INC	ADOBE SUBSCRIPTION FOR DDOLLARHYDE	32.60
City Manager Subtotal:				\$61.58
RECREATION SERVICES	3717	AMAZON.COM	WEATHER STRIPPING FOR DOORS AT KCC	9.77
RECREATION SERVICES	3883	U R M CASH & CARRY	POPCORN SUPPLIES FOR KCC	39.91
RECREATION SERVICES	3717	AMAZON.COM	POPCORN SUPPLIES FOR KCC	35.86
RECREATION SERVICES	3717	AMAZON.COM	ANTI CHOKING DEVICE; BISSEL SPOT CLEANER	226.08
RECREATION SERVICES	7217	FACEBOOK	REC PROGRAM AND EVENT MARKETING	178.64
RECREATION SERVICES	8367	GREEN CLEANERS	GREEN CLEANERS	292.09
RECREATION SERVICES	3717	AMAZON.COM	POPCORN FOR KCC	6.55
RECREATION SERVICES	3717	AMAZON.COM	DISINFECTANT WIPES	23.78
RECREATION SERVICES	3717	AMAZON.COM	DIGITAL LIGHT METER	89.59
RECREATION SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES	337.20
RECREATION SERVICES	999998	DISPLAYS2GO	LECTERN PANEL REPLACEMENT	205.61
RECREATION SERVICES	999998	GILLPORTER.COM	BASKETBALL NETS FOR PAVILION	161.89
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	WINDOW AND WALL CLEANING SUPPLIES	163.97
RECREATION SERVICES	7113	PROCARD, SNAP LOCK INDUSTRIES	FLOOR TRANSITIONS	585.00
RECREATION SERVICES	3717	AMAZON.COM	ENVELOPES	6.51
RECREATION SERVICES	3717	AMAZON.COM	OPERATING SUPPLIES	115.43
RECREATION SERVICES	3717	AMAZON.COM	HOLIDAY DECORATIONS	148.51
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	SUPPLIES	37.45
RECREATION SERVICES	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	CLEANING SUPPLIES	23.37
RECREATION SERVICES	4564	GOOGLE	YOUTUBE TV FOR PAVILION	79.34
RECREATION SERVICES	6188	BARCLAY DEAN ARCHITECTURAL, PRODUCTS LLC	NEW PADS FOR I BEAMS IN PAVILION	7,320.95
RECREATION SERVICES	7680	PANDORA*INTERNET RADIO	PANDORA FOR THE PAVILION	31.47
RECREATION SERVICES	3717	AMAZON.COM	GNOME FOR MARKETING CAMPAIGN	19.57
RECREATION SERVICES	8673	PROCARD, OTC BRANDS, INC.	HARVEST BAZAAR MARKETING SUPPLIES	162.92
RECREATION SERVICES	3223	WALMART SUPERCENTER	FOLDER FOR FEE STUDY	0.40

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
RECREATION SERVICES	999998	NRPA OPERATING	NRPA MEMBERSHIP DUES	900.00
RECREATION SERVICES	4638	HUBBY'S PIZZA	WORKING LUNCH WORKSHOP	33.70
RECREATION SERVICES	710	SANDY'S TROPHIES INC	REC COMMISSION NAME PLATE L.STROBEN	27.23
RECREATION SERVICES	172	THE TRI-CITY HERALD	TCH SUBSCRIPTION	20.99
RECREATION SERVICES	1568	ATOMIC SCREEN PRINT &, EMBROIDERY	PARK & RECREATION CLOTHING ORDER	687.92
RECREATION SERVICES	3292	BEST BUY	REMARKABLE	254.36
RECREATION SERVICES	3647	DOLLARTREE	KCC FALL DECOR	25.94
Recreation Services Subtotal:				\$12,252.00
FACILITIES MAINTENANCE	7237	GOTPRINT.COM	BUSINESS CARDS NICK LAGUNAS	36.52
FACILITIES MAINTENANCE	7237	GOTPRINT.COM	BUSINESS CARDS JAMIE O'NEILL	36.52
FACILITIES MAINTENANCE	7237	GOTPRINT.COM	BUSINESS CARDS FOR JAMIE O'NEILL	36.52
FACILITIES MAINTENANCE	999998	OREGON REC AND PARKS ASSO	CPSI TRAINING FOR TYREL DAVIS	655.00
FACILITIES MAINTENANCE	3717	AMAZON.COM	PLUMBING SUPPLIES FOR POOL	1,703.18
FACILITIES MAINTENANCE	3546	WRPA	REFUND MINUS ADMIN CHARGE FOR WRPA	(555.00)
FACILITIES MAINTENANCE	4363	BLINDS.COM	BLINDS	127.16
FACILITIES MAINTENANCE	4951	CROWNE PLAZA HOTELS	NRPA 2023 JAMIE O HOTEL	878.16
FACILITIES MAINTENANCE	3883	U R M CASH & CARRY	VOLUNTEER SUPPLIES	16.03
FACILITIES MAINTENANCE	9877	PROCARD, WASTE MGMT WM EZPAY	GARBAGE SERVICE	385.05
FACILITIES MAINTENANCE	3717	AMAZON.COM	KEYBOARD FOR JAMIE	122.98
FACILITIES MAINTENANCE	3717	AMAZON.COM	MUSHROOM POOL VALVE	67.49
FACILITIES MAINTENANCE	3717	AMAZON.COM	EXHAUST FAN FOR POOL	269.18
FACILITIES MAINTENANCE	3717	AMAZON.COM	AIR VENT FOR POOL	467.92
FACILITIES MAINTENANCE	3717	AMAZON.COM	MOUSE FOR JAMIE O	98.15
FACILITIES MAINTENANCE	3292	BEST BUY	REMARKABLE	254.36
FACILITIES MAINTENANCE	4638	HUBBY'S PIZZA	WORKING LUNCH WORKSHOP	33.70
Facilities Maintenance Subtotal:				\$4,632.92
ECONOMIC DEVELOPMENT	3242	ALASKA AIRLINES	PERSONAL CHARGE, REIMBURSED CITY	22.50
ECONOMIC DEVELOPMENT	6620	STK*SHUTTERSTOCK.COM	IMAGES FOR MARKETING	31.53
ECONOMIC DEVELOPMENT	8305	CONSTANT CONTACT INC	EMAIL MANAGEMENT FOR MARKETING PURPOSES	283.71
ECONOMIC DEVELOPMENT	1211	FRED MEYER	SUPPLIES FOR SIGNAGE FOR CREATIVE FESTIVAL	43.44
ECONOMIC DEVELOPMENT	3223	WALMART SUPERCENTER	SIGN SUPPLIES FOR CREATIVE FESTIVAL	21.44
ECONOMIC DEVELOPMENT	10216	PROCARD, US BANK PREPAID CARDS	PRIZES FOR SOCIAL MEDIA PHOTO CONTEST.	529.70
ECONOMIC DEVELOPMENT	999998	TRI-CITY REGIONAL CHAMBER	WOMEN IN BUSINESS CONFERENCE REGISTRATION FOR RCARMICHAEL	149.00
ECONOMIC DEVELOPMENT	229	DELL MARKETING L.P., C/L DELL USA L.P.	(12) 23" DELL MONITORS - 2 ROHANA - 10 IT	389.99
Economic Development Subtotal:				\$1,471.31
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA WEBINAR - DAN L	85.00

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
ACCOUNTING	11028	PROCARD, GOVERNMENT FINANCE OFFIC	GFOA WEBINAR - DAN LEGARD	35.00
Accounting Subtotal:				\$120.00
HUMAN RESOURCES	3717	AMAZON.COM	MONITOR PRIVACY SCREENS - CHAD CROUCH	151.06
HUMAN RESOURCES	2760	COLUMBIA BASIN CHAPTER SHRM	SEPTEMBER CHAPTER MEETING REGISTRATION FOR ABELL	30.00
HUMAN RESOURCES	2541	SOCIETY FOR HUMAN RESOURCE, MANAGEMENT	MEMBERSHIP FOR TLENKERSDORFER	244.00
HUMAN RESOURCES	5039	IMSA	JOB POSTING ADVERTISING FOR ELECTRICIAN JOB POSTING	300.00
HUMAN RESOURCES	999998	TRELLO.COM* ATLISSIAN	TRELLO MEMBERSHIP FOR SEPTEMBER 2023 TO FEBRARY 2024	55.03
HUMAN RESOURCES	999998	THE PRINT GUYS	PRINT MATERIAL FOR JOB FAIR	62.37
Human Resources Subtotal:				\$842.46
CUSTOMER SERVICE	4107	WWW.METROLINEDIRECT.COM	NEW DESK PHONE FOR DIANE K - CUSTOMER SERVICE	65.11
CUSTOMER SERVICE	3717	AMAZON.COM	OFFICE SUPPLIES	157.92
Customer Service Subtotal:				\$223.03
CODE ENFORCEMENT	3717	AMAZON.COM	OFFICE SUPPLIES	43.46
Code Enforcement Subtotal:				\$43.46
CITY ATTORNEY	754	DEPARTMENT OF LICENSING	ELECTRONIC NOTARY ENDORSEMENT - K.JOHNSON	11.25
CITY ATTORNEY	999998	COAST WENATCHEE CENTER HO	HOTEL - WAPA FALL CONFERENCE - S ZIMMERMAN	167.79
City Attorney Subtotal:				\$179.04
CITY CLERK	8559	PAPERDIRECT, INC.	CERTIFICATE FOLIOS	172.96
CITY CLERK	172	THE TRI-CITY HERALD	TCH YEARLY ONLINE SUBSCRIPTION	120.00
CITY CLERK	5257	WAPRO	WAPRO CONFERENCE REGISTRATION TOWNSEND	200.00
CITY CLERK	5257	WAPRO	WAPRO CONFERENCE REGISTRATION RALSTON	200.00
City Clerk Subtotal:				\$692.96
PURCHASING	999998	CCS-SCC-SFCC PARKING	PARKING FOR TRAINING - DIGGING INTO PUBLIC WORKS BY MRSC	3.00
Purchasing Subtotal:				\$3.00
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(2) LAPTOP REPLACEMENT BATTERIES	89.44
INFORMATION TECHNOLOGY	10459	PROCARD, PAYFLOW/PAYPAL	MONTHLY CREDIT CARD PROCESSING	503.15
INFORMATION TECHNOLOGY	3717	AMAZON.COM	VELCRO CABLE STRAPS - FIRE STATION 1 NETWORK WIRING CLOSET	19.55
INFORMATION TECHNOLOGY	3717	AMAZON.COM	CABLE MANAGER TRAY - FIRE STATION 1 WIRING CLOSET	141.38
INFORMATION TECHNOLOGY	3717	AMAZON.COM	FIBER OPTIC PATCH CABLES - IT	92.28
INFORMATION TECHNOLOGY	3717	AMAZON.COM	ERGO DESK CHAIR - IT - PAT S	160.87
INFORMATION TECHNOLOGY	3717	AMAZON.COM	KVM EXTENDER FOR LOBBY KIOSK PC	120.10
INFORMATION TECHNOLOGY	10608	PROCARD, ZOOM.US	ZOOM LICENSE ANNUAL RENEWAL	7,605.63
INFORMATION TECHNOLOGY	39	BRIDGEPAY NETWORK SOLUTIONS	CREDIT CARD PROCESSING FEES	84.60
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LAPTOP PRIVACY SCREEN - IT TESTING	31.51
INFORMATION TECHNOLOGY	229	DELL MARKETING L.P., C/L DELL USA L.P.	(12) 23" DELL MONITORS - 2 ROHANA - 10 IT	1,949.97

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
INFORMATION TECHNOLOGY	3717	AMAZON.COM	REPLACEMENT CAMERA FOR ID CARDS - IT	160.87
INFORMATION TECHNOLOGY	3717	AMAZON.COM	LAPTOP REPLACEMENT BATTERY	45.10
INFORMATION TECHNOLOGY	9192	INTERNATIONAL TRANSACTION	INTERNATIONAL TRANSACTION FEE - SKYPE TRANSACTION	0.13
INFORMATION TECHNOLOGY	8107	PROCARD, SKYPE.COM	SKYPE SUBSCRIPTION (NOW CANCELLED)	8.52
INFORMATION TECHNOLOGY	3717	AMAZON.COM	(10) 2024 WALL CALENDARS - IT	283.60
INFORMATION TECHNOLOGY	3717	AMAZON.COM	MEMORY CARD FOR NEW IT CAMERA	24.99
INFORMATION TECHNOLOGY	10646	NEXVORTEX	MONTHLY TELEPHONE LINE CHARGES	384.08
Information Technology Subtotal:				\$11,705.77
KPD-ADMINISTRATION	999998	SQ *STACKS MOBILE BISTRO	LUNCH FOR THE WSP CRIME LAB TEAM WHILE WORKING A HOMICIDE CRIME SCENE	53.81
KPD-ADMINISTRATION	999998	GRAZE - DRIVE THRU 395	CONTRACT NEGS WITH SUMMIT LAW - WORKING LUNCH	52.28
KPD-Administration Subtotal:				\$106.09
KPD-CRIMINAL INVESTIGATION	716	CDW GOVERNMENT, INC.	(4) ADOBE PRO DC LICENSES - KPD CRIMINAL INVESTIGATIONS UNIT	686.72
KPD-CRIMINAL INVESTIGATION	9320	PROCARD, WAV*ONTARGET SOLUTIONS GR	INVESTIGATIONS TRAINING FOR SGT REES	325.00
KPD-CRIMINAL INVESTIGATION	4955	ULINE	BROWN CANVASS PAPER FOR EVIDENCE	367.11
KPD-CRIMINAL INVESTIGATION	9320	PROCARD, WAV*ONTARGET SOLUTIONS GR	TUITION FOR EVIDENCE TRAINING FOR ET HANSEN	395.00
KPD-CRIMINAL INVESTIGATION	957	RANCH & HOME INC	AMMO FOR NIBN TESTING	45.63
KPD-Criminal Investigation Subtotal:				\$1,819.46
KPD-PATROL	10639	AARDVARK	SWAT BALLISTIC HELMET	1,668.55
KPD-PATROL	10533	CRASH DATA GROUP INC	CRASH DATA CABLE	346.28
KPD-PATROL	10971	THE BUNKER	ARMOR VEST - MARSHALL	1,119.97
KPD-Patrol Subtotal:				\$3,134.80
KPD-STAFF SERVICES	999998	POLICE RECORDS MGMT	RECORDS TRAINING FOR PSS RENEE	159.00
KPD-STAFF SERVICES	5257	WAPRO	TUITON FOR TRAINING PSS POWELL	200.00
KPD-STAFF SERVICES	3717	AMAZON.COM	OFFICE SUPPLIES	57.79
KPD-STAFF SERVICES	999998	STICKER MULE	BADGE STICKERS	738.07
KPD-Staff Services Subtotal:				\$1,154.86
KPD-SPECIAL SERVICES	999998	WWW.FLYINGCROSS.COM	DRESS UNIFORM COATS FOR COMMAND	1,131.53
KPD-SPECIAL SERVICES	10944	PROCARD, STREETPARKING	KPD FITNESS APP	16.31
KPD-SPECIAL SERVICES	999998	WICKLANDER ZULAWSKI ASSO	PARTIAL TUITION REFUND FOR OVERPAYMENT FOR OFC HOLDEN	(90.00)
KPD-SPECIAL SERVICES	5823	GALLS, LLC	SILVER TIE BARS FOR NEW HIRES	136.84
KPD-SPECIAL SERVICES	4186	PROFORCE LAW ENFORCEMENT	RIFLE MAGS FOR NEW HIRES	314.53
KPD-SPECIAL SERVICES	999998	PAYPAL	COAT FOR NEW HIRE KRUGER	274.76
KPD-SPECIAL SERVICES	552	10TH AVENUE CLEANERS,LLC	UNIFORM CLEANING FOR NEW HIRE KRUGER	17.55
KPD-SPECIAL SERVICES	3717	AMAZON.COM	GLOW STICKS FOR LOW LIGHT SHOOTING	41.20
KPD-SPECIAL SERVICES	3717	AMAZON.COM	CLEAN PATCHES FOR WEAPON CLEANING	58.08

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES	731.11
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRES	41.08
KPD-SPECIAL SERVICES	10971	THE BUNKER	QUARTERMASTER SUPPLIES - NEW HIRE	201.29
KPD-Special Services Subtotal:				\$2,874.28
FIRE ADMINISTRATION	3717	AMAZON.COM	REPAIR FOR SHOP VAC FOR STATION 3	16.86
FIRE ADMINISTRATION	3717	AMAZON.COM	STATION SUPPLIES, DRY ERASE MARKERS FOR GLASS	14.12
FIRE ADMINISTRATION	3717	AMAZON.COM	REPAIR TO FLAGPOLE AT STA 2	19.01
FIRE ADMINISTRATION	3717	AMAZON.COM	REPAIR TO STA 2 FLAGPOLE	18.67
FIRE ADMINISTRATION	3717	AMAZON.COM	USB ADAPTERS FOR TRAINING, VIDEOS IN GROUPS	40.33
FIRE ADMINISTRATION	5262	OVERHEAD DOOR COMPANY, OF TRI-CITIES	GARAGE DOOR REMOTE STA 2, BC BAY	34.79
FIRE ADMINISTRATION	6701	RED APPLE MARKET	FS#1 - FAMILY OPEN HOUSE SUPPLIES	6.50
FIRE ADMINISTRATION	11071	COSTCO	FS#1 - FAMILY OPEN HOUSE	53.07
Fire Administration Subtotal:				\$203.35
FIRE SUPPRESSION	3717	AMAZON.COM	MAINTENANCE ITEMS FOR WILDLAND PACKS AND HOSE BEDS	90.08
FIRE SUPPRESSION	3717	AMAZON.COM	SEATBELTS FOR SECURE HOSE LOADS	72.95
FIRE SUPPRESSION	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	DECKING TO RAISE HOSE LOADS INSIDE THE HOSEBED	91.22
FIRE SUPPRESSION	3717	AMAZON.COM	STUDS AND TAPE	115.24
FIRE SUPPRESSION	3717	AMAZON.COM	THREAD LOCKER "LOCKTITE" FOR HOSE BED REPAIR	15.40
FIRE SUPPRESSION	999998	DALESIO INC	PASSPORT HELMET SHEILDS	535.39
FIRE SUPPRESSION	3717	AMAZON.COM	WINDOW PUNCH, SEATBELT CUTTER FOR ENGINES	86.90
FIRE SUPPRESSION	3717	AMAZON.COM	METAL CUTTING BLADE FOR SAWZALLS	45.16
FIRE SUPPRESSION	1692	FINAL TOUCH UPHOLSTERY	REPAIR TO E1814 HOSEBED COVER	97.83
FIRE SUPPRESSION	3717	AMAZON.COM	SUPPLIES FOR OPERATIONS, EXTRICATION	309.47
FIRE SUPPRESSION	3717	AMAZON.COM	(3) CISCO PHONE WALL MOUNT BRACKETS	203.78
FIRE SUPPRESSION	7993	PROCARD, VIMEO.COM	VIDEO SUBSCRIPTION	216.32
FIRE SUPPRESSION	3318	FIRE PROTECTION PUBLICATIONS, OSU, IFSTA	BOOKS FOR CLASSES	1,426.14
FIRE SUPPRESSION	106	LESLIE ALLAN BARNETT	TRAINING TUITION	1,185.00
Fire Suppression Subtotal:				\$4,490.88
FIRE PREVENTION/INVESTIGATION	8929	PROCARD, NATL INST CERT ENGR TE	NICET FIRE SPRINKLER & ALARM CERTIFICATION RENEWAL	255.00
FIRE PREVENTION/INVESTIGATION	2093	INTERNATIONAL CODE COUNCIL, SO.CENTRAL WA CHAPTER	ICC PLANS EXAMINER & FIRE INSPECTOR I&II CERTIFICATION RENEWAL	110.00
FIRE PREVENTION/INVESTIGATION	5526	VISTAPR*VISTAPRINT.COM	BUSINESS CARDS WITH IG QR SCAN CODE	161.96
FIRE PREVENTION/INVESTIGATION	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	MULTIPLUG POWER ADAPTERS FOR THE OFFICE	61.79
Fire Prevention/Investigation Subtotal:				\$588.75
ENGINEERING	7189	CARLSON SOFTWARE INC	MEMBERSHIP RENEWAL - S. SZENDRE	211.97
ENGINEERING	488	APWA	APWA REGISTRATION - S. GROSS	425.00

City of Kennewick
PCard Roster by Fund
9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
ENGINEERING	7237	GOTPRINT.COM	BUSINESS CARDS E CUEVAS AND K BIRSNER	32.26
ENGINEERING	3717	AMAZON.COM	NEW PHONE CASES FOR KRISTIN STOWE AND CAM MAGELSON	25.52
ENGINEERING	999998	HIVIS & SUMMIT SAFETY	SAFETY VESTS	114.77
Engineering Subtotal:				\$809.52
GF-NONDEPARTMENTAL	10304	KNOCKERBALL TRICITIES LLC, BOYD JASEN HINSHAW	ENTERTAINMENT FOR NATIONAL NIGHT OUT	1,089.00
GF-Nondepartmental Subtotal:				\$1,089.00
001 - GENERAL FUND Total:				\$50,149.85
102 - STREET FUND				
TRAFFIC	999998	INST OF TRANSP ENG	AUTOMATED ENFORCEMENT WEBINAR - SORIN JUSTER	20.00
TRAFFIC	999998	INST OF TRANSP ENG	THE COMBINED EFFECTS OF ALCOHOL AND THC WEBINAR - SORIN JUSTER	20.00
TRAFFIC	10645	PROCARD, WWW.OEMPCWORLD.COM	256 GB USB & 512 GB USB - JONATHAN WILSON	134.33
TRAFFIC	999998	INST OF TRANSP ENG	OVERVIEW OF ROUNDABOUT DESIGN WEBINAR - SORIN JUSTER	20.00
TRAFFIC	999998	INST OF TRANSP ENG	TRAFFIC IN 2023: NATIONWIDE ARTERIAL DEM WEBINAR - SORIN JUSTER	20.00
TRAFFIC	7237	GOTPRINT.COM	BUSINESS CARDS E CUEVAS AND K BIRSNER	32.26
Traffic Subtotal:				\$246.59
102 - STREET FUND Total:				\$246.59
106 - BI-PIN OPERATIONS FUND				
FUND ACTIVITY	405	ISSUETRAK INC	BIPIN MAINTENANCE WEBSITE 1 YEAR RENEWAL - 4 LICENSES	3,300.00
Fund Activity Subtotal:				\$3,300.00
106 - BI-PIN OPERATIONS FUND Total:				\$3,300.00
117 - CRIMINAL JUSTICE SALES TAX FND				
CITY ATTORNEY	5257	WAPRO	WAPRO FALL CONFERENCE REGISTRATION FEE - L SANGUINO	200.00
CITY ATTORNEY	754	DEPARTMENT OF LICENSING	ELECTRONIC NOTARY ENDORSEMENT - K.JOHNSON	3.75
CITY ATTORNEY	999998	COAST WENATCHEE CENTER HO	HOTEL - WAPA FALL CONFERENCE - S ZIMMERMAN	55.93
City Attorney Subtotal:				\$259.68
KPD-PATROL	2432	CHARTER COMMUNICATIONS	REDUNDANT INTERNET CONNECTION	580.00
KPD-Patrol Subtotal:				\$580.00
KPD-STAFF SERVICES	3717	AMAZON.COM	3 PACK HP COLOR TONER CARTRIDGES - KPD PUBLIC RECORDS OFFICE	602.19
KPD-STAFF SERVICES	3717	AMAZON.COM	BLACK HP TONER CARTRIDGE - KPD PUBLIC RECORDS OFFICE	279.24
KPD-STAFF SERVICES	6006	ADOBE SYSTEMS, INC	ADOBE PREMIER PRO - VIDEO REDACTION	34.23
KPD-Staff Services Subtotal:				\$915.66
117 - CRIMINAL JUSTICE SALES TAX FND Total:				\$1,755.34

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
300 - CAPITAL IMPROVEMENTS FUND				
LAND & FACILITIES	999998	GOLF RANGE NETTING INC	GOLF RANGE NETTING	4,231.25
			Land & Facilities Subtotal:	\$4,231.25
CAPITAL PURCHASES	1476	TECHSMITH	CAMTASIA LICENSE - GUILLERMO - FINANCE	292.41
			Capital Purchases Subtotal:	\$292.41
			300 - CAPITAL IMPROVEMENTS FUND Total:	\$4,523.66
371 - GO BOND 2022 FUND				
FUND ACTIVITY	3717	AMAZON.COM	FFE ITEMS FOR NEW STATION 1, BATHROOM SUPPLIES	250.08
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STATION 1, TRASH CANS	205.44
FUND ACTIVITY	3717	AMAZON.COM	FFE STA 1, TRASH CAN LARGE	200.48
FUND ACTIVITY	3717	AMAZON.COM	FFE STA 1, BATHROOM SUPPLIES. TRASH CANS	369.93
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, VACUUM FOR ADMIN AREAS	333.54
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, KITCHEN/COOKING SUPPLY	65.39
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, KITCHEN SUPPLIES	862.64
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, SHOWER CURTAIN RODS	146.58
FUND ACTIVITY	6590	MATTRESS DEPOT INC	FFE NEW STA 1, MATRESS PROTECTORS	260.88
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, GENERAL STATION NEEDS	170.10
FUND ACTIVITY	15	HARBOR FREIGHT TOOLS	FFE NEW STA 1, AIR FITTINGS FOR APPARATUS	59.89
FUND ACTIVITY	999998	AT HOME STORE 277	FFE NEW STA 1, TEMP CURTAIN RODS	43.44
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, BATHROOM SUPPLIES	75.36
FUND ACTIVITY	999998	ACCO BRANDS DIRECT	FFE NEW STA 1, GLASS WHITE BOARDS FOR OFFICES	2,267.40
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, GARBAGE CANS	55.43
FUND ACTIVITY	999998	AT HOME STORES ONLINE	FFE NEW STA 1, LIDDED TRASH CAN FOR ADMIN AREA	127.10
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, DOOR STOPS AND FITTINGS FOR MOP ROOM	54.30
FUND ACTIVITY	3717	AMAZON.COM	FFE NEW STA 1, KITCHEN-BREAKROOM COFFE MUGS	110.85
FUND ACTIVITY	15	HARBOR FREIGHT TOOLS	FFE NEW STA 1, AIR FITTINGS APP BAY AND SHOP	37.40
FUND ACTIVITY	5050	ARG INDUSTRIAL	FFE NEW STA 1, FITTINGS TO MAKE WATER HOSES WORK	33.39
FUND ACTIVITY	3717	AMAZON.COM	FS#1 - NIGHTSTANDS	228.44
FUND ACTIVITY	999998	SUBWAY 4094	FS#1 - MOVING EXPENSES	152.05
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FS#1 - MISC. FF&E ADMIN. SUPPLIES	51.80
FUND ACTIVITY	3717	AMAZON.COM	FS#1 - ADMIN FLOOR; GENERAL SUPPLIES	378.16
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FS#1 - ADMIN FLOOR TOOLKIT	54.32
FUND ACTIVITY	5782	HOBBY-LOBBY #457	FS#1 - ADMIN FLOOR DECOR	351.12
FUND ACTIVITY	999998	SOLID SIGNAL	FS#1 - STATION RADIO ANTENNA PARTS	894.57
FUND ACTIVITY	999998	PASTERNAK	FS#1 - STATION RADIO ANTENNA EQUIPMENT	2,722.23
FUND ACTIVITY	8364	PROCARD, VALMONT SITE PRO 1 PIROD	FS#1 - STATION RADIO ANTENNA EQUIPMENT	239.17

City of Kennewick

PCard Roster by Fund

9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	FS#1 - GENERAL SUPPLIES	17.74
FUND ACTIVITY	229	DELL MARKETING L.P., C/L DELL USA L.P.	(4) 24" DELL MONITORS - FIRE	779.98
Fund Activity Subtotal:				\$11,599.20
371 - GO BOND 2022 FUND Total:				\$11,599.20
402 - MEDICAL SERVICES FUND				
FUND ACTIVITY	8673	PROCARD, OTC BRANDS, INC.	STUFFED ANIMALS FOR THE MEDIC UNITS TO HAND OUT TO SICK KIDS	304.19
FUND ACTIVITY	10447	PROCARD, MYPILOTSTORE.COM	5 DAVID CLARK HEADSET FOR ENGINES	494.60
FUND ACTIVITY	3717	AMAZON.COM	OXYGEN CYLINDER WRENCH	59.57
FUND ACTIVITY	1244	HCFA	MEDICARE ENROLLMENT	688.00
FUND ACTIVITY	3717	AMAZON.COM	REPAIR FOR SHOP VAC FOR STATION 3	16.85
FUND ACTIVITY	3717	AMAZON.COM	STATION SUPPLIES, DRY EARASE MARKERS FOR GLASS	14.11
FUND ACTIVITY	3717	AMAZON.COM	REPAIR TO FLAGPOLE AT STA 2	19.01
FUND ACTIVITY	3717	AMAZON.COM	REPAIR TO STA 2 FLAGPOLE	18.67
FUND ACTIVITY	3717	AMAZON.COM	USB ADAPTERS FOR TRAINING, VIDEOS IN GROUPS	40.32
FUND ACTIVITY	5262	OVERHEAD DOOR COMPANY, OF TRI-CITIES	GARAGE DOOR REMOTE STA 2, BC BAY	34.78
Fund Activity Subtotal:				\$1,690.10
402 - MEDICAL SERVICES FUND Total:				\$1,690.10
403 - BUILDING SAFETY FUND				
FUND ACTIVITY	2093	INTERNATIONAL CODE COUNCIL, SO.CENTRAL WA CHAPTER	T. OSTOJA: ICC BOOKSTROE 2018 SOFTCOVER CODE BOOKS	296.48
Fund Activity Subtotal:				\$296.48
403 - BUILDING SAFETY FUND Total:				\$296.48
410 - WATER AND SEWER FUND				
FUND ACTIVITY	999998	HIVIS & SUMMIT SAFETY	SAFETY VESTS	21.62
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	HOME DEPOT - A BOLT SOD & PVC-JOHNSON & 4TH CRT	103.03
FUND ACTIVITY	3883	U R M CASH & CARRY	LAB SUPPLIES - J. HATTON	64.77
FUND ACTIVITY	3717	AMAZON.COM	PHONE CASE - JOE ROBLES	35.93
FUND ACTIVITY	3292	BEST BUY	32" MONITOR - JOE ROBLES	304.35
FUND ACTIVITY	999998	LYNDEN SPORTS CENTER - MI	300 HR SERVICE KIT - WWTP	183.20
FUND ACTIVITY	3426	THE HOME DEPOT PRO, DBA SUPPLY WORKS	TAPE MEASURES FOR MAINTENANCE TRUCKS - WATER DISTRIBUTION	59.61
FUND ACTIVITY	7237	GOTPRINT.COM	BUSINESS CARDS FOR ROBERT PLUCKER	36.52
FUND ACTIVITY	7237	GOTPRINT.COM	BUSINESS CARDS FOR JUSTIN SIMONSON 1.0	36.52
FUND ACTIVITY	7237	GOTPRINT.COM	REPLACEMENT BUSINESS CARDS FOR JUSTIN SIMONSON	36.52
FUND ACTIVITY	3717	AMAZON.COM	NEW PHONE CASES FOR KRISTIN STOWE AND CAM MAGELSON	25.51
Fund Activity Subtotal:				\$907.58

City of Kennewick
PCard Roster by Fund
9/1/2023 to 9/30/2023



FUND/DIVISION	VENDOR #	VENDOR NAME	DESCRIPTION	AMOUNT
410 - WATER AND SEWER FUND Total:				\$907.58
501 - EQUIPMENT RENTAL FUND				
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	REPORT OF SALE VEHICLE 4204	13.65
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEH 7330	63.50
FUND ACTIVITY	999998	MTE ROCHESTER	WHEEL VEH 3737 WO 6367	461.40
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEH 7300 AND 7301	127.21
FUND ACTIVITY	3717	AMAZON.COM	PLUG COVERS FOR FLEET	26.91
FUND ACTIVITY	754	DEPARTMENT OF LICENSING	LICENSE REGISTRATION VEHS 7302, 7303, 7304, 7305, 7306, 7307 AND 7322	445.22
FUND ACTIVITY	3717	AMAZON.COM	MAGNET HOOKS FOR FLEET	29.33
Fund Activity Subtotal:				\$1,167.22
501 - EQUIPMENT RENTAL FUND Total:				\$1,167.22
642 - METRO DRUG FORFEITURE FUND				
FUND ACTIVITY	3717	AMAZON.COM	DERMA-PLUS HAND PROTECTANT 17OZ (X2)	95.66
FUND ACTIVITY	999998	USPS PO 5471400352	POSTAGE EXPENSE (TF22-063-1)	9.22
FUND ACTIVITY	15	HARBOR FREIGHT TOOLS	GAS CANS (X2), EXTENTION CABLES (X3)	173.86
FUND ACTIVITY	3717	AMAZON.COM	RADIO BATTERIES (X12, APX 6000LI BATTERIES)	555.14
FUND ACTIVITY	3717	AMAZON.COM	RADIO BATTERIES (X2, XTS 5000 BATTERIES)	93.80
FUND ACTIVITY	3717	AMAZON.COM	RADIO BATTERIES (X4, XTS 5000 BATTERIES)	187.60
Fund Activity Subtotal:				\$1,115.28
642 - METRO DRUG FORFEITURE FUND Total:				\$1,115.28
Grand Total:				\$76,751.30

City of Kennewick
PCard Roster by Fund
9/1/2023 to 9/30/2023



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.

A handwritten signature in black ink that reads "Dan Legard".

Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number: 4.c. Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Payroll Roster for PPE 10/31/2023 Department: Finance Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends that Council approve the Payroll Roster. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay period ending 10/31/2023. <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> Total: \$2,584,372.81		
Attachments: 1. Roster		

November 21, 2023

All Departments:

October 31, 2023

ADMINISTRATIVE TEAM	3,345.26
CITY COUNCIL	4,787.50
CITY MANAGER	13,416.50
CIVIL SERVICE	4,142.05
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	28,354.37
EMPLOYEE & COMMUNITY RELATIONS	56,122.74
ENGINEERING	79,103.62
FACILITIES & GROUNDS	100,569.52
FINANCE	54,771.48
FIRE	127,935.07
LEGAL SERVICES	19,653.56
MANAGEMENT SERVICES	109,340.16
POLICE	530,353.58
Subtotal General Fund	1,131,895.41
STREETS	25,044.55
TRAFFIC	21,829.23
Subtotal Street Fund	46,873.78
BI-PIN	11,226.09
BUILDING SAFETY	49,555.85
COMMUNITY DEVELOPMENT	2,705.15
CRIMINAL JUSTICE	84,439.25
EQUIPMENT RENTAL	15,511.69
MEDICAL SERVICES	371,482.31
RISK MANAGEMENT	4,078.73
STORMWATER UTILITY	22,468.16
WATER & SEWER	162,141.31
Subtotal Other Funds	723,608.54
Total Salaries and Wages	1,902,377.73
<u>Benefits:</u>	
Comp Time Cashout	4,451.60
Comp Time Payout	4,921.78
Dental Insurance	22,257.95
Industrial Insurance	56,250.47
Life Insurance	21.36
Long Term Disability Insurance	26.80
Medical Insurance	339,034.70
Medical Retirement Account	3,225.00
Retirement	135,340.47
Social Security (FICA)	109,068.46
Vision Insurance	3,573.20
WA Family Leave	3,823.29
Total Benefits	681,995.08
Grand Total	<u>\$2,584,372.81</u>

Approved for payment:

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 \$2,584,372.81 comprised of check numbers 76783 through 76795 and direct deposit numbers 218424 through 218894.



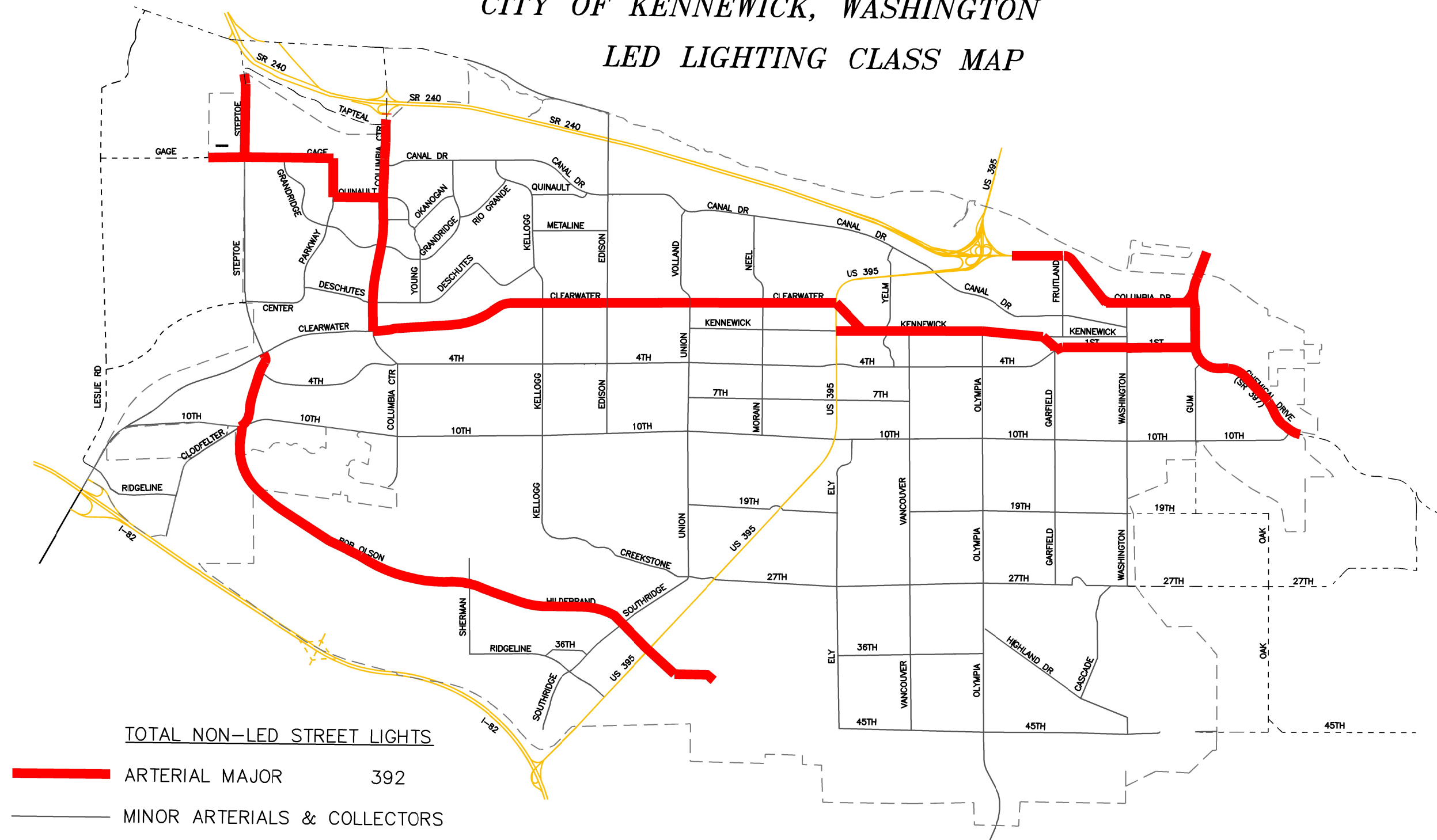
Dan Legard, Finance Director

Council Agenda Coversheet 	Agenda Item Number: 4.d. Agenda Item Type: General Business Item Subject: 2024 Lodging Tax Advisory Committee Recommendations Department: Finance Ord/Reso # Project #	Council Date: 11/21/2023 Category: Consent Agenda Contract # Permit #
<u>Recommendation</u> Staff recommends the approval of the 2024 lodging tax funding recommendations from the City's Lodging Tax Advisory Committee (LTAC). <u>Motion for Consideration</u> Motion to approve the 2024 lodging tax funding recommendations as submitted by the City's Lodging Tax Advisory Committee (LTAC). <u>Summary</u> 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 5th, to discuss applications for 2024 lodging tax funding and has recommended the following items for funding: City of Kennewick - Southridge Sports & Events Complex Pavilion Improvements (Curtains & Padding): \$19,500 Visit Tri-Cities - Tourism Promotion Contract: \$284,000 (estimated - actual amount will be per contract terms) City of Kennewick (Toyota Center & Arena) - 2024 Operations: \$400,000 (Supplements \$300,000 from General Fund) City of Kennewick (Toyota Center & Arena) - 2024 Capital Improvements: \$350,000 <u>Alternatives</u> 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. <u>Fiscal Impact</u> The recommended award from the City's LTAC for 2024 totals \$1,053,500, which will be funded with projected lodging tax revenue for 2024. City lodging tax revenue is projected to be 2.5% higher in 2024 than in 2023, which would equate to roughly \$1,432,000. The projected lodging tax revenue and recommendations for 2024 would allow for an increase to the City's Lodging Tax Fund reserve balance, which could be used for other eligible projects in the future.		
<u>Attachments:</u> None		

Council Agenda Coversheet	Agenda Item Number: 4.e.	Council Date: 11/21/2023	Category: Consent Agenda																
	Agenda Item Type: Contract/Agreement/Lease Subject: Award Contract P2214-23 Systemic Safety Street Lighting Imp Contract to Colvico Department: Public Works Ord/Reso # Project #	Contract # Permit #																	
<u>Recommendation</u> That City Council award Contract P2214-23 Systemic Safety Street Lighting Improvements contract to Colvico, Inc. in the amount of \$381,389.43, plus a 10% contingency of \$38,138.94, for a total amount of \$419,528.37.																			
<u>Motion for Consideration</u> Motion to award Contract P2214-23 Systemic Safety Street Lighting Improvements contract to Colvico, Inc. in the amount of \$381,389.43, plus a 10% contingency of \$38,138.94, for a total amount of \$419,528.37.																			
<u>Summary</u> Four (4) bids were received on October 31, 2023, at 10:00 a.m.: <table><tr><td>Sierra Electric, Inc.</td><td>\$275,830.00</td><td>Engineer's Estimate:</td><td>\$406,533.00</td></tr><tr><td>Colvico, Inc.</td><td>\$381,389.43</td><td></td><td></td></tr><tr><td>Northeast Electric, LLC</td><td>\$464,880.00</td><td></td><td></td></tr><tr><td>Neppel Electric & Controls, LLC</td><td>\$495,000.00</td><td></td><td></td></tr></table> The City of Kennewick received a grant through the Highway Safety Improvement Program (HSIP) to upgrade existing sodium luminaires with LED luminaires on all arterial roadways. At locations identified on the associated exhibit map, the Contractor shall remove and dispose of existing inductive sodium street light luminaires located on existing City street light standards. The Contractor shall supply and install new LED street light luminaires (88w and 170w) at specified locations on said City street light standards, including all required fittings and photocells. This contract has an established Disadvantaged Business Enterprise (DBE) goal of 7%. This means that at least 7% of the scope of work and dollar amount of the overall contract needs to be completed by either a DBE-registered subcontractor or self-performed by the prime contractor who is a DBE-registered firm. Sierra Electric, the apparent low bidder, submitted a bid with no DBE listed, and instead acknowledged that proof of a Good Faith Effort (GFE) will be provided within 48 hours of the bid opening. Sierra Electric failed to submit any documentation to support their GFE and therefore their bid is considered nonresponsive. The other three bidders submitted DBEs satisfying the 7% goal. The City has received concurrence to award this contract to Colvico Inc. from Washington State Department of Transportation (WSDOT), who received and reviewed all bid proposals for this work. Colvico was the lowest responsive bid for this contract work. Concurrence to award with WSDOT is a requirement for this federally funded project before the City can award it to a selected contractor.				Sierra Electric, Inc.	\$275,830.00	Engineer's Estimate:	\$406,533.00	Colvico, Inc.	\$381,389.43			Northeast Electric, LLC	\$464,880.00			Neppel Electric & Controls, LLC	\$495,000.00		
Sierra Electric, Inc.	\$275,830.00	Engineer's Estimate:	\$406,533.00																
Colvico, Inc.	\$381,389.43																		
Northeast Electric, LLC	\$464,880.00																		
Neppel Electric & Controls, LLC	\$495,000.00																		
<u>Alternatives</u> None recommended.																			
<u>Fiscal Impact</u> This project is 100% funded through the HSIP. There will be no fiscal impact to the City.																			
<u>Attachments:</u> 1. Map																			

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.	

Council Agenda Coversheet	Agenda Item Number: 4.f. Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Southridge Turf Project Department: Parks & Recreation Ord/Reso # Contract # K2306-23 Project # K2306 Permit #	
<u>Recommendation</u> Staff recommends the City Council approve Phase I - Procurement of Synthetic Turf at the Southridge Sports Complex baseball fields for the amount of \$836,530.00. <u>Motion for Consideration</u> Motion to approve Phase I - Procurement of Synthetic Turf at the Southridge Sports Complex baseball fields for the amount of \$836,530.00. <u>Summary</u> Under this project, synthetic turf will be installed on all four baseball diamond in-fields at the Southridge Sports Complex. The first phase (of two) involves procuring synthetic turf material. Due to the substantial size of the order, the estimated delivery lead time for the materials is between 10-12 weeks. The City can purchase the required material directly from ForeverLawn, Inc. at a cost of \$836,530 through Sourcewell state contract No. 031622-FVL, replacing the requirement for us to go through a separate competitive bid process. Tonight, staff seeks approval for the purchase of the turf in the amount of \$836,530.00 from ForeverLawn, Inc. On December 5, the staff will seek Council approval for the groundwork contract award under Phase II. The bidding process for Phase II is currently underway, with a bid closing date of November 27, 2023. The anticipated final project completion date is in spring 2024. The funding for both phases was discussed during the budget adjustment presentation at the November 14, 2023, City Council workshop. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Contract budget breakdown: \$836,530.00 Ending Fund Balance - P4508500.500000 (CIP Reserve Fund)		
<u>Attachments:</u> 1. Agreement		



ForeverLawn

Puget Sound - Spokane
www.foreverlawnps.com

Pricing Agreement

Date: 7/20/2023

City of Kennewick
Nick Farline
Kennewick, WA
(509) 585-4544

Project Name: Southridge Sports Complex, Kennewick WA

Project Description: ForeverLawn SportsGrass Edge XPS
T.Cool Rounded Silica Sand (Cooling Infill)
(4) Batters Box Logos (2) 18' Foam Pitchers Mounds
Foul lines/Runners Lines/(8) On Deck Circles
This proposal includes the bullpen areas at each field.
Also, all associated and required items that accompany this (seaming tape, etc.)

Project Size: 108,900 SF

Area Detail:	Materials & Labor:	\$851,530
	Discounts:	-\$15,000
	Total:	\$836,530

Product: ForeverLawn SportsGrass Edge XPS
T.Cool Rounded Silica Sand (Cooling Infill)
(4) Batters Box Logos (2) 18' Foam Pitchers Mounds
Foul lines/Runners Lines/(8) On Deck Circles
Also, all associated and required items that accompany this (seaming tape, etc.)

Expiration: *This pricing will expire in 30 days and may need to be re-negotiated at that time.*

Pricing Includes: SportsGrass Synthetic Turf and associated materials

Professional Synthetic Turf installation of the ForeverLawn system. This includes rimming around existing structures and obstacles, seaming of product and attaching to edging.

Infill Application per product specifications

Clean up of the site to including removal and disposal of any debris etc.

All work will be done in a professional manner. Freight costs are subject to change at the time of order placement. Changes to the scope of the project may require changes to this pricing.

This does not include maintenance equipment

Remit Payment to:

ForeverLawn of Puget Sound
PO Box 204
East Olympia, WA 98540
360.455.9500

Authorized Signature

Date

ForeverLawn®

Grass without limits.®



Warranty: 15 Years

Markings & Lines: Softball/Baseball

Payment Terms: 50% Pymt. Req. to schedule, Balance due upon completion. 3% will accrue after 30 days.

Exclusions:

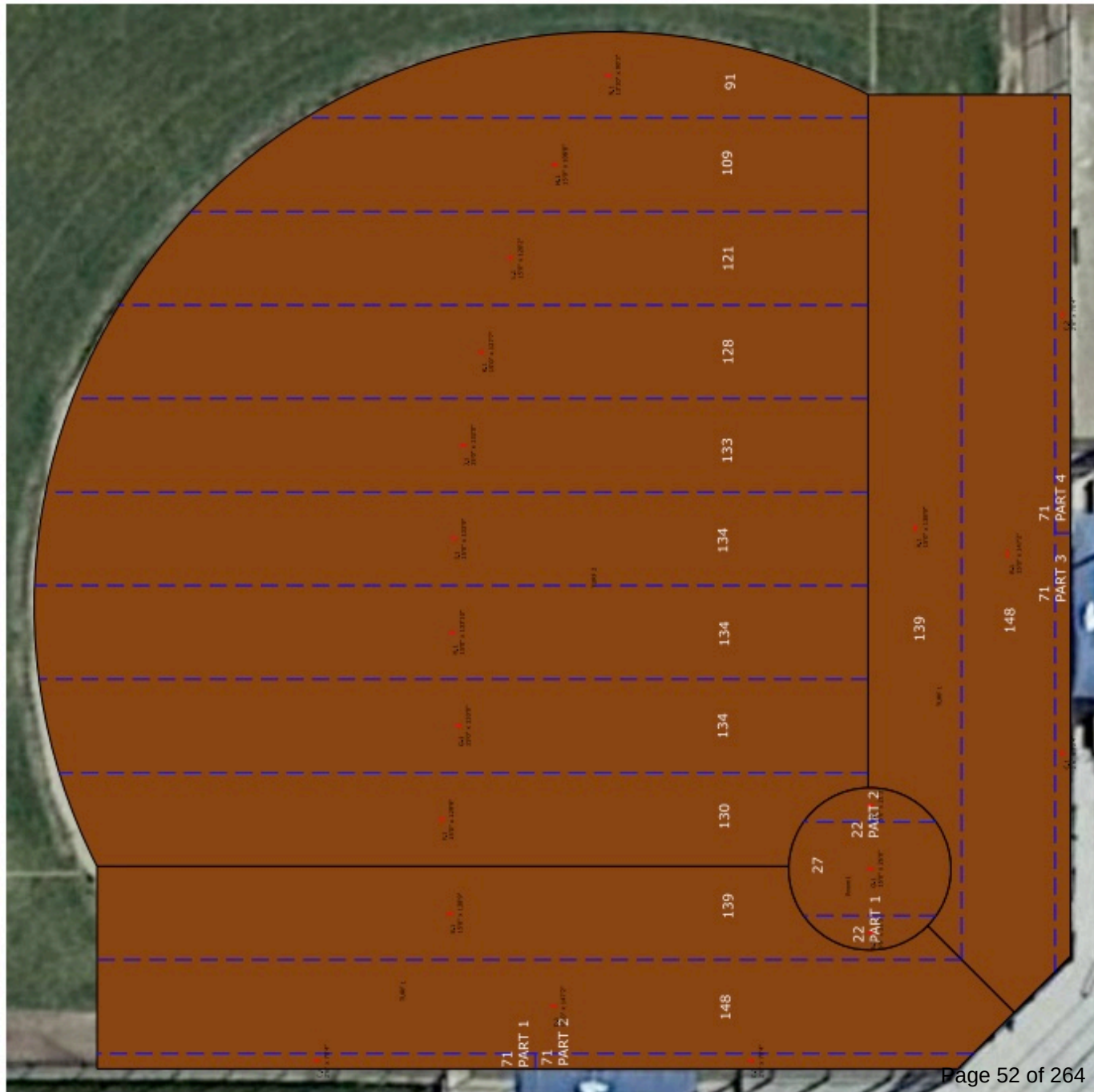
- Installation of field base is not included in this proposal.*
- GMax testing is not included in this proposal.*
- Surveying/marketing the field (Up to six points may be required)*
- This proposal DOES include Prevailing Wage labor rates.*
- If site is not ready at time of installation a mobilization fee of \$1250.00 will be charged.*

SportsGrass Systems:

SportsGrass by ForeverLawn offers two unique styles of solutions for sports fields – product-based systems and infill-based systems.

Product-based systems utilize dense blade structures, nylon thatch and a premium three-layer backing. They use lower infill levels for increased performance, decreased leg fatigue and minimal infill flyout without sacrificing impact attenuation (GMax). Our product-based systems are unlike anything else available and are the best option for those who want the maximum performance and lifespan out of their field.

Our infill-based systems are more similar to the other offerings available in the industry. They have thinner blade structures, lighter backing, and higher levels of infill. They are a great option for those who want a more traditional turf surface.



21 A.2 →
2'3" x 20'5"

21 F.1 →
15'0" x 20'5"

21 E.1 →
15'0" x 20'5"

21 D.1 →
15'0" x 20'5"

21 C.1 →
15'0" x 20'5"

21 B.1 →
15'0" x 20'5"



Terms & Conditions {Page 1}

Installation Warranty

As stated in the ForeverLawn Landscape 15 Year Limited Warranty & Closed Loop Warranty System (hereinafter, "Limited Warranty"), our two-year installation warranty is valid from the date of substantial completion of installation, and is valid for up to two years with a valid registration. If any portion of your installation should fail due to what ForeverLawn determines is normal traffic and usage with respect to this warranty, we will repair the improperly installed portion at no expense to you. Repair is the sole remedy under this warranty, and what is and is not repaired is more fully laid out in the Limited Warranty. Repair or replacement does not renew or extend the terms or duration of this warranty. The repair will be performed by the original installation provider, if possible, and during regular business hours, and we reserve the right to make changes to both of these. Client also agrees to accept a substitute install provider if necessary.

Product Warranty

ForeverLawn Inc. offers a 15-year limited product warranty with a Closed Loop Warranty System on all ForeverLawn products. All applicable product warranties are offered through ForeverLawn Inc, and not ForeverLawn of Puget Sound, Spokane, or North Idaho. As the dealer and installer, ForeverLawn of Puget Sound, Spokane, and North Idaho cannot be held liable for product warranty issues.

Terms & Conditions

All materials installed are guaranteed to be the products specified in your approved quote, and outlined work will be performed in accordance with the agreed-upon specifications and completed in substantial workmanlike manner for the agreed-upon sum above in this quote. Any alterations or deviation from the above specifications resulting in additional costs will be executed only upon written order signed by the client, but the client will be required to pay the full additional cost according to the terms outlined in the written order. The sum due from the client will increase to cover any such additional expenses incurred by ForeverLawn of Puget Sound, Spokane, or North Idaho due to alterations, deviations, etc., and by agreeing to the quote, client agrees to these potential, foreseen increases.

Conditions arising from a change in site conditions, such as shifting earth, nearby structures, or tree root growth are not covered under warranty.

Installation Warranty is not applicable to material only orders. Installation warranty is not valid if installation was completed by a third party, including but not limited to, clients and contractors.

If base preparation is installed by third parties, including but limited to, clients and contractors, base preparation defects are not covered under ForeverLawn Puget Sound's installation warranty.

Installations may not be performed in inclement weather, including but not limited to, freezing temperatures, frozen grounds, ice, snow, or sleet. In such circumstances, the client will be notified of the delay. ForeverLawn shall not be held responsible for any delays to projects caused by inclement weather.

Damage to the ForeverLawn synthetic grass product or installation by fire, flood, lightning damage, natural disasters, and any 'Act of God' are not covered under warranty.

Damage caused by vehicles or heavy equipment are not covered under warranty.

Melted or damaged turf caused from Low E windows or any other producer of sun magnification, localized heating, or extreme heat is not covered by this warranty.

Council Agenda Coversheet	Agenda Item Number: 4.g. Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Award Contract SWR 23-016: Landscape and Irrigation Maintenance Department: Parks & Recreation Ord/Reso # Contract # SWR 23-016 Project # Permit #	
<u>Recommendation</u> That City Council award Contract SWR 23-016, Landscape and Irrigation Maintenance, to Heritage Landscaping in the amount of \$166,649.37 for a total of \$833,246.85 over the course of the 5-year term. <u>Motion for Consideration</u> Motion to award Contract SWR 23-016, Landscape and Irrigation Maintenance, to Heritage Landscaping in the amount of \$166,649.37 for a total of \$833,246.85 over the course of the five-year term. <u>Summary</u> The contract is to provide landscape and irrigation maintenance to project locations at Bob Olson Parkway, Steptoe Boulevard, and Three Rivers Entertainment District for five years. The scope of work for this contract includes additional routine modifications and repairs related to the landscape and irrigation maintenance activities within the project locations. In response to a request for bids through Public Purchasing, one bid was received on September 19, 2023 at 10 am: 1. Heritage Landscape \$166,649.37 <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Contract budget Breakdown: K2576810.541005 - Contractual Recurring - \$166,649.37 over the next 5 years. <u>Attachments:</u> 1. Contract		

City of Kennewick
LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT

Project Name:
LANDSCAPE AND IRRIGATION MAINTENANCE

Contract # 23-033
Project Number:
SWR 23-016

THIS CONTRACT is made and entered into by and between the City of Kennewick (Owner), and Heritage Landscaping, a Washington Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include Request for Bids SWR 23-016, Instructions to Bidders, completed Bid Form, Standard Specifications and Details 2023 for City of Kennewick, Washington (last revised January, 2023), Modifications to the General Conditions, this Maintenance Contract, and the following Addenda:

Addendum No. 1

Dated: September 18, 2023

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed, and will continue for a period not to exceed a total of five (5) years, unless terminated by either party as provided for in the Contract Documents.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing the Work provided for in the Contract Documents for Landscape and Irrigation Maintenance, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including applicable State Sales Tax of 8.7%, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

Landscape and Irrigation Maintenance (Bid Items 1, 2, 6, 7 and 8) (Year 1)	=	\$ 166,649.37
Landscape and Irrigation Maintenance (Bid Items 1, 2, 6, 7 and 8) (Year 2)	=	\$ 166,649.37
Landscape and Irrigation Maintenance (Bid Items 1, 2, 6, 7 and 8) (Year 3)	=	\$ 166,649.37
Landscape and Irrigation Maintenance (Bid Items 1, 2, 6, 7 and 8) (Year 4)	=	\$ 166,649.37
Landscape and Irrigation Maintenance (Bid Items 1, 2, 6, 7 and 8) (Year 5)	=	\$ 166,649.37
CONTRACT AWARD AMOUNT =		<u>\$ 833,246.85</u>

City of Kennewick
LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT

Project Name:
LANDSCAPE AND IRRIGATION MAINTENANCE

Contract # 23-033
Project Number:
SWR 23-016

Additional Work: The Owner at its sole discretion may require and schedule additional services, including systemic tree injections, as provided in the Contract Documents as bid items 3, 4, 5 and 9. The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for completing Additional Work provided for in the Contract Documents and scheduled by the Owner, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the amounts reflected for Additional Work, with the addition of applicable State Sales Tax, as consideration for the completion of Additional Work, in strict accord with the Contract Documents.

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

FOURTH: The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Contractor if it receives such a public records request and the date the City plans to release the records. If the Contractor fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Contractor shall be deemed to have given the City full authority to release the records on the date specified, and the Contractor understands it has thereby given up all rights to challenge the disclosure in any forum.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by electronic means and those signatures shall be treated as original signatures for all applicable purposes.

City of Kennewick
LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT

Project Name:
LANDSCAPE AND IRRIGATION MAINTENANCE

Contract # 23-033
Project Number:
SWR 23-016

OWNER:
City of Kennewick

CONTRACTOR:
Heritage Landscaping

By:

By:

SIGNATURE


SIGNATURE

DATE

10/12/23
DATE

Name: Marie E. Mosley
Title: City Manager

Name: DAVID CHURCH
Title: ACCOUNT MANAGER

Attest:

Signature Date

Name/Title: Terri L. Wright, City Clerk

Form
Approved: _____
Signature Date

Name/Title: Lisa Beaton, City Attorney



HERIPRO-01

CMOORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Richland Office Marsh McLennan Agency LLC 390 Bradley Blvd. Richland, WA 99352	CONTACT NAME:		
	PHONE (A/C, No, Ext): (509) 946-6161	FAX (A/C, No): (866) 215-4862	
INSURED Heritage Professional Landscaping Inc PO Box 7225 Kennewick, WA 99336	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State National Insurance Company, Inc.		12831
	INSURER B :		
	INSURER C :		
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		HLM51CL0602600- 7	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			HLM51CL0602600- 7	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			HLM51CL0602600- 7	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rent/Leased Equip			HLM51CL0602600- 7	7/1/2023	7/1/2024	Policy Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract 23-033 Landscape and Irrigation Maintenance. City of Kennewick is added as Additional Insured per form MP9767 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Kennewick PO Box 6108 Kennewick, WA 99336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

SCHEDULE

<u>Coverage Enhancements</u>	<u>Limits of Insurance Each Location</u>
<u>Property Coverage</u>	
Premises Boundary	1,000 feet
<u>Property Coverage Extensions</u>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<u>Property Additional Coverages</u>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.

Inland Marine Coverages

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

General Liability Additional Coverages

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

The following applies to coverages under this endorsement only.

Property Coverage

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

Property Coverage Extensions

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to:
 - (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
 - (b) Personal property of others in your care, custody or control.
 This Extension does not apply to employee tools.
- (2) The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.
- (3) **Extension Of Replacement Cost To Personal Property Of Others**
 - (a) Replacement Cost coverage is extended to apply to personal property of others.
 - (b) Paragraphs 3.b.(1) and 4. under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
 - (c) With respect to replacement cost on the personal property of others the following limitation applies:
If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.
- (3) This Extension does not apply to:
 - (a) Property held as samples or for delivery after sale;
 - (b) Property in storage away from the premises shown in the Declarations.
- (4) Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
 - (a) Paragraph **B.1.c.** Governmental Action;
 - (b) Paragraph **B.1.d.** Nuclear Hazard;
 - (c) Paragraph **B.1.f.** War And Military Action;
 - (d) Paragraph **B.2.f.**;
 - (e) Paragraph **B.2.g.**; and
 - (f) Paragraph **B.3.**
- (5) The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises (Including Laptops And Other Electronic Equipment)

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

e. Outdoor Property (Named Perils)

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Accounts Receivable

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable; that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described "premises" is \$50,000.
- (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
- (a) Paragraph **B.1.c.** Governmental Action;
 - (b) Paragraph **B.1.d.** Nuclear Hazard;
 - (c) Paragraph **B.1.f.** War And Military Action;
 - (d) Paragraph **B.2.f.**;
 - (e) Paragraph **B.2.g.**; and
 - (f) Paragraph **B.3.**
- (4) The following additional exclusion applies to the Extension:
- We will not pay for:
- (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

h. Property In Transit (Including Laptops And Other Electronic Equipment)

F.1. under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

1. Property In Transit (Including Laptops And Other Electronic Equipment)

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

i. Fine Arts

- (1) You may extend the insurance that applies to Your Business Personal Property to cover "fine arts" owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to repair or replace the item with substantially like property.

(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

Property Additional Coverages

The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense	\$ 35,500

Debris Removal Expense
Payable

Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph **(4)**. Thus the total payable for debris removal expense in this example is \$35,500.

B. Fire Department Service Charge

A.4.c. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1)** Assumed by contract or agreement prior to loss; or
- (2)** Required by local ordinance.

No Deductible applies to this Additional Coverage.

C. Pollutant Clean-up And Removal

A.4.d. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

D. Electronic Data

A.4.f. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

f. Electronic Data

- (1)** Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2)** Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3)** In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:
 - (a)** A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
 - (b)** Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;
 - (c)** Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;

- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
 - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
 - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

E. Interruption Of Computer Operations

We will pay your necessary "Extra Expense" to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual "Business Income" if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - a. Water which backs up through or overflows from a sewer or drain; or
 - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.However, with respect to Paragraph **b.** above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
2. The coverage described in Paragraph **1.** above does not apply to loss or damage resulting from an insured's failure to:
 - a. Keep a sump pump or its related equipment in proper working condition; or
 - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph **3.** of the **Water Exclusion** included in this Policy does not apply.

H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word 'Salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs **1.** and **2.** above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from "theft" committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any "employee"; or
 - (2) Any other person or organization.

2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers," directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
 - b. The only proof of which as to its existence or amount is one or both of the following:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
 - a. Caused by one or more "employees"; and
 - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an "employee" after discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee"; of any "theft" or any other dishonest act committed by that "employee" before or after being hired by you.
7. **Extended Period To Discover Loss**
 - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
 - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - a. This Additional Coverage as of its effective date; or
 - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
 - a. **Acts Committed by You or Your Partners**
Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
 - b. **Indirect Loss**
Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:
 - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to "money" and "securities".
 - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

c. Legal Expenses

Expenses related to any legal action.

12. Ownership Of Property; Interests Covered

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

13. Valuation – Settlement

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (1) At face value in the "money" issued by that country; or
 - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
 - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

J. Business Income Including Extra Expense

1. Coverage

a. Business Income

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

b. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

2. Additional Coverages

a. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1)** New buildings or structures, whether complete or under construction;
- (2)** Alterations or additions to existing buildings or structures; and
- (3)** Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (a)** Used in the construction, alterations or additions; or
 - (b)** Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

b. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1)** Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2)** The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1)** Four consecutive weeks after the date of that action; or
 - (2)** When Civil Authority for Business Income ends;
- whichever is later.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a)** Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b)** Ends on the earlier of:
 - (i)** The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii)** 30 consecutive days after the date determined in **(1)(a)** above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a)** Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

4. Valuation

The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary “suspension” of your “operations” during the coverage period. The “suspension” must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume “operations,” in whole or in part, by using any other available:
 - a. Source of materials; or
 - b. Outlet for your products.
3. If you do not resume “operations,” or do not resume “operations” as quickly as possible, we will pay based on the length of time it would have taken to resume “operations” as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
 - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
 - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
 - b. Accept your products or services;
 - c. Manufacture your products for delivery to your customers under contract for sale; or
 - d. Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

6. The coverage period for Business Income under this Additional Coverage:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
 - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of “pollutants”.

The expiration date of this policy will not reduce the Business Income coverage period.

L. Claims Expenses

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

M. Inventory Or Appraisal Cost

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

N. Money And Securities

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:

- a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
- b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

2. **Additional Exclusions Applicable to Money And Securities**

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (1) On the basis of unauthorized instructions; or
 - (2) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
 - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

3. **Additional Conditions**

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

O. Off Premises Power Failure – Direct Damage

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

- e. **Utility Services**

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

Off Premises Power Failure – Direct Damage

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

P. Ordinance Or Law Coverage

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

1. Ordinance or Law Coverage applies only if the following is satisfied.
 - a. The ordinance or law:
 - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (2) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
 - b.
 - (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.
 - c. In the situation described in **1.b.(2)** above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A** and/or **B and C Combined** of this endorsement.
2. Under this coverage, we will not pay for loss due to any ordinance or law that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with.
3. Under this coverage, we will not pay for:
 - a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread or any activity of “fungus,” wet or dry rot or bacteria; or
 - b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants,” “fungus,” wet or dry rot or bacteria.

4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
 - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
 - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
 - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (a) The actual cash value of the building at the time of loss; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

a. Demolition Cost

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

b. Increased Cost of Construction

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (a) Repair or reconstruct damaged portions of that building property; and/or
 - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
 - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
 - (a) The cost of excavations, grading, backfilling and filling;
 - (b) Foundation of the building;
 - (c) Pilings; and
 - (d) Underground pipes, flues and drains.The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b.**
- (3) Loss Payment will be determined as follows:

- (a) We will not pay:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

Q. Outdoor Signs

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
 - a. owned by you; or
 - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
 - a. wear and tear;
 - b. hidden or latent defect;
 - c. rust;
 - d. corrosion; or
 - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

R. Recharging Of Fire Extinguishers

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

S. Unauthorized Business Card Use

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

T. Forgery Or Alteration

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - (a) Made or drawn by or drawn upon you; or
 - (b) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.
2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

U. Salespersons Samples

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
 - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

Inland Marine Coverages

The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Installation Coverage

1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

c. We will not pay for loss or damage caused by or resulting from any of the following:

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

2. The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.

This valuation provision does not apply to Paragraphs (2) or (3) below.

(2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

(3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

3. Limit of Insurance

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence. This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

4. With respect to this coverage, **Installation Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

5. Paragraph **e.** of **C.1. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the following:

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

But, this limitation does not apply to covered property in the custody of a carrier for hire.

6. The following are added to **F. Additional Conditions** of the **BUILDING AND PERSONAL COVERAGE FORM**:

3. Carriers for Hire

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

4. Coverage provided under the Installation Coverage will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

B. Contractors Equipment Coverage

1. Your "Small Tools" and "Small Tools" Owned by Your Employees

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools": \$5,000. (maximum limit per item \$1,000)

Limit for "Small Tools" Owned by Your Employees: \$1,000. (maximum limit per item \$250)

Leased and Rented Equipment

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

a. Coverage applies only to covered property while:

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

b. The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;

- (5) Vandalism and malicious mischief; or
- (6) Theft.

c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

r. Property while stored or operated underground in connection with any mining operations.

d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:

- n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.
- o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.
- p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.
- q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.

e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

7. Valuation

We will determine the value of covered property in the event of loss or damage as follows:

- a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs b. and c. following.
- b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

2. Rental Reimbursement

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

- a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or
- b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

General Liability Additional Coverages

The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

A. Blanket Additional Insured Coverage

1. **SECTION II – WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:

- a. A written contract or agreement; and
- b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- 2. The insurance provided to the Additional Insured is limited as follows:
 - a. The Additional Insured is only an additional insured for:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
 - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- 3. In addition to the other exclusions applicable to **Section I, Coverages A., B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
 - a. "Property damage" to:
 - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
 - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
 - (3) "Your work" performed for the Additional Insured.
 - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
 - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, is amended to add the following subparagraph:
 - d. **Additional Insured's Other Insurance As Excess Insurance**
 To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

B. Mobile Equipment Broadened Coverage

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow Removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

C. Aggregate Limit Per Project

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.

D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right of recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

E. Voluntary Property Damage Coverage

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:
 - a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
 - b. Such "property damage" takes place away from any premises you own, rent or lease; and
 - c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
 - d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.

2. The insurance under this additional coverage does not apply to "property damage" to property:

- a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
- b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
- c. Owned or occupied by or rented to you.

3. Deductible

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

4. Limits of Liability

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

5. Settlement

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

Additional Conditions

A. Insurance Under Two Or More Coverages

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

B. Limits Of Insurance

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

C. Deductibles

The Deductible described in section **D.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
 - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
 - a. **"Employee"** means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is your director or trustee while that person is handling **"money"** or **"securities."**
 - (5) Any natural person who is a former **"employee,"** director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of **"money"** or **"securities"** outside the **"premises."**
- b. **"Employee"** does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an **"employee."**
6. **"Extra Expense"** means necessary expenses you incur during the **"period of restoration"** that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
- a. Avoid or minimize the **"suspension"** of business and to continue **"operations"** at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - b. Minimize the **"suspension"** of business if you cannot continue **"operations."**
7. **"Fine Arts"** means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
8. **"Finished Stock"** means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
9. **"Forgery"** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
10. **"Loss"** as used in the **Accounts Receivable** Extension means accidental loss or damage.
11. **"Manager"** as used in **Employee Theft** Coverage means a person serving in a directorial capacity for a limited liability company.
12. **"Messenger"** means you, any of your partners or any employee while having care and custody of the property outside the **"premises."**
13. **"Money"** means:
- a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
14. **"Occurrence"** as used in the **Money And Securities** Coverage means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
15. **"Occurrence"** as used in the **Forgery Or Alteration** Coverage means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
16. **"Operations"** as used in the **Business Income Including Extra Expense** and **Business Income From Dependent Properties** Coverages **"Extra Expense"** Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
17. **"Period of Restoration"** means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of Restoration"** does not include any increased period required due to the enforcement of any ordinance of law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants."**

18. **"Pollutants"** as used in the **Business Income From Dependent Properties** Coverage and the **"Period of Restoration"** Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. **"Premises"** as used in the **Money And Securities** Coverage and **"Employee"** and **"Messenger"** Definitions means the interior of that portion of any building you occupy in conducting your business.
20. **"Premises"** as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. **"Rental Value"** means the:
- a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - c. Fair rental value of any portion of the described premises which is occupied by you.
22. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or other property and include:
- a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include **"money."**
23. **"Small Tools"** means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. **"Suspension"** means the slowdown or cessation of your business activities.
25. **"Temporary Storage Location"** means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
- a. That you do not own, lease or operate; and
 - b. Where work is in progress, or will begin in 30 days.
26. **"Theft"** as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of **"money"** or **"securities"** to the deprivation of the insured.

All Other Conditions of this Policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED –
COMPLETED OPERATIONS
– INCLUDING PRIMARY/NON-CONTRIBUTORY AND
WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured for completed operations. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard."
- B.** With respect to the insurance afforded to these additional insureds, the following limitations apply:
1. This additional insured status is granted only at the locations listed in the written contract.
 2. Coverage is limited to "your work" that is described in the classifications or schedule of hazards shown in the General Liability Declarations of this policy.
- C.** With respect to the insurance afforded to these additional insureds, the following exclusion applies:
- This insurance does not apply to:
- "Bodily injury" or "property damage" which occurs prior to the execution of the written contract or the effective date of this endorsement.
- D. PRIMARY AND NON-CONTRIBUTORY**
- The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:
- Primary And Noncontributory Insurance**
- This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. WAIVER OF SUBROGATION**
- The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:
- We waive any right of recovery against an additional insured under your policy because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to an additional insured under your policy.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	\$	1,000,000	Each Accident
Bodily Injury By Disease	\$	1,000,000	Aggregate Limit
Bodily Injury By Disease	\$	1,000,000	Each Employee

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:

COVERAGE – STOP GAP – EMPLOYERS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
 - (1) For:
 - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
 - (b) Care and loss of services; and
 - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
 - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. Exclusions

This insurance does not apply to:

a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. Fines Or Penalties

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Contractual Liability

Liability assumed by you under any contract or agreement.

e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. Failure To Comply With "Workers Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty; because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);
- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

j. Punitive Damages

Multiple, exemplary or punitive damages.

k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages **A** and **B**.

C. For the purposes of this endorsement, Section II – Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- 2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- 3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III – Limits Of Insurance, is replaced by the following:

- 1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
- 3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
- 4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- E. For the purposes of this endorsement, Condition 2. – **Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section IV is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- F. For the purposes of this endorsement, Paragraph 4. of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

- G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.
 2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
 3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.
- H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. SECTION II – COVERED AUTO LIABILITY COVERAGE

The following amendments refer to Paragraph **SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured**, is amended by the addition of the following:

1. Broadened Named Insured

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, and there is no other similar insurance available to that organization. However, insurance provided by this provision:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Does not apply to “bodily injury” or “property damage” resulting from an “accident” that occurred before you acquired or formed the organization;
- c. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the exhaustion of such policy’s limits of insurance or the termination of such policy; and
- d. No newly acquired or formed organization is an insured with respect to any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employee Hired Auto

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B.5., Other Insurance, Paragraph b.** is deleted and replaced with the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:
 - 1) Any covered “auto” you lease, hire, rent or borrow; and
 - 2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

If Employee Hired Autos Coverage Form CA 20 54 is attached to this policy, then the Employee Hired Autos coverage described above does not apply.

3. Employees as Insured

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

If Employees as Insured CA 99 33 is attached to this policy, then the Employees as Insured coverage described above does not apply.

4. Partners or Members as Insured

Definition includes as an "insured" a partner (if you are a partnership) or a member (if you are a limited liability company) while using a covered "auto" owned by him or her or a member of his or her household in your business affair.

If Partners or Members as Insureds CA 05 25 is attached to this policy, then the Partners or Members as Insureds coverage described above does not apply.

5. Blanket Additional Insured

Any person or organization with respect to the operation, maintenance, or use, of a covered "auto" that you are required to include as additional insured on the Coverage Form in a written agreement or written "insured contract" that is signed and executed by you before the "bodily injury" or "property damage" occurs. However, such person or organization is an insured:

- a. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written agreement or written "insured contract";
- b. Is in effect during the policy period; and
- c. Only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

Under **SECTION II – LIABILITY COVERAGE, A.2., Coverage Extensions, a. Supplementary Payments**, Paragraphs **a.(2)** and **a.(4)** are deleted and replaced by the following:

6. Supplementary Payments

- a. Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

B. SECTION III – PHYSICAL DAMAGE COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions, a. Transportation Expenses** is deleted in its entirety and replaced with the following:

1. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**, the last paragraph under **b. Loss Of Use Expenses** is replaced as follows

2. Loss of Use Expenses

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$1,950.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A.4., Coverage Extensions**, the following is added:

3. Theft Expense

If Comprehensive Coverage is purchased on a covered "auto", and that covered "auto" is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$2,500.

4. Rental Agency Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or written agreement entered into for use of a rental vehicle in the conduct of your business:

Maximum amount we will pay for any one written contract or written agreement:

- a. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use due as a result of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- b. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and

- c. \$2,500 for administrative expenses incurred by the rental agency, as stated in the written contract or written agreement.
- d. Maximum total amount payable under Paragraphs a., b. and c. combined is \$7,500.

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes Of Loss, or Collision Coverage as provided under this Coverage Part, then coverage is extended to "autos" you hire without a driver, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

Coverage provided by this extension applies only to "autos" you hire of the private passenger type or light truck (gross vehicles weight 10,000 pounds or less) type vehicles.

If a limit for Hired Auto – Physical Damage is shown in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

6. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are owned by an "insured"; and in or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage. For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured. "Personal effects" does not include tools, equipment, jewelry, money or securities.

7. Vehicle Vinyl Wrap

We will pay up to \$1,000 per occurrence in any 12 months in the case of a total loss for vinyl vehicle wraps displayed on the vehicle at the time of loss.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **3.a.** is replaced as follows:

8. Airbag Coverage

Wear and tear, freezing, mechanical or electrical breakdown. However, mechanical or electrical breakdown does not apply to the unintended discharge of an airbag. Any loss covered under this provision is excess over any other collectible insurance or warranty.

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, D., Deductible**, the following is added:

9. Glass Repair – Waiver of Deductible

If Comprehensive Coverage or Specified Causes Of Loss Coverage is purchased on a covered "auto", no deductible shown in the Declaration applies to the cost of repairing damaged safety glass on the covered "auto(s)".

10. Parked Auto Collision Coverage – Waiver of Deductible

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

11. Physical Damage Deductible – Vehicle Tracking System

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

C. DEATH BENEFIT

1. We will pay a supplementary death benefit equal to \$10,000 per person because of death caused by an "auto" "accident" and sustained by an "insured". We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".
2. The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof.
3. Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.
4. "Beneficiary" means (in order of priority of payment):
 - a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident"; or
 - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident"; or
 - c. The estate of the deceased

D. SECTION IV – BUSINESS AUTO CONDITIONS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, Paragraph 2. Concealment, Misrepresentation Or Fraud**, is amended by the addition of the following:

1. Unintentional Failure To Disclose Hazards

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss**, Paragraph 2.a., is deleted and replaced with the following:

2. Duties In The Event Of Accident, Claim, Suit Or Loss

In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;
- c. A member or manager, if you are a limited liability company; or
- d. An executive officer or insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

Notice should include the following:

- a. How, when and where the "accident" or "loss" occurred;
- b. The "insured's" name and address; and
- c. To the extent possible, the names and addresses of any injured persons and witnesses. Your "employees" may know of an "accident", claim, "suit" or "loss". This will not mean that you have such knowledge of an "accident", claim, "suit" or "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

CITY OF KENNEWICK

AFFIDAVIT OF COMPLIANCE WITH KENNEWICK "E-VERIFY"

As the person duly authorized to enter into such commitment for

Heritage Professional Landscape
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Kennewick for the duration of the contract entered into between the City of Kennewick and the Company or Organization.

OR

☒ Hire no employees for the term of the contract between the City and the Company or Organization.

David M.D. Church
SIGNATURE

David M.D. Church
PRINTED NAME

Account Manager
TITLE

10/23/23
DATE

CD-4



SMALL WORKS ROSTER (SWR) REQUEST FOR BIDS 23-016 – LANDSCAPE AND IRRIGATION MAINTENANCE

Project Name: SWR 23-016 Landscape and Irrigation Maintenance for various locations

Date of Issuance: September 5, 2023

Bids are due no later than: 2:00 p.m., TUESDAY, SEPTEMBER 19, 2023 (Pacific Time)

Submittal Location: Bids must be submitted to the City of Kennewick, Purchasing Division via one of the following methods:

Via Electronic Mail to: jon.correio@ci.kennewick.wa.us

In person to:
City of Kennewick Purchasing Office
Attn: SWR 23-016
414 East 10th Avenue, Kennewick, WA 99336

A walk-through of project locations will be conducted beginning promptly at 9:00 AM, TUESDAY, September 12, 2023. Bidders attending this walk-through are asked to meet at Southridge Sports Event Complex Pavilion, 2901 Southridge Blvd, Kennewick, Washington 99337. Potential bidders are responsible for their own transportation. **This will be the only opportunity for potential bidders to visit the project areas with City staff.**

Bidding questions for this project should be directed to: Jon Correio, 509-585-4308, jon.correio@ci.kennewick.wa.us

CUTOFF FOR SUBMITTAL OF QUESTIONS IS SEPTEMBER 15, 2023 AT NOON (PACIFIC TIME)

Request for Bid Requirements:

- A bid bond is not required.
- Submittal of completed and signed City of Kennewick Bid Form.
- State prevailing wages are required. Vendor is required to pay prevailing wage rates for the appropriate category of work and shall submit to WA State Labor & Industries, for itself and any subcontractors, the following forms: statement of Intent to Pay Prevailing Wages prior to beginning work. Prevailing wage form(s) Affidavit of Wages paid will be required upon completion of work. This can be done on line at: www.lni.wa.gov then click on Trades and Licensing then: Prevailing Wage.
- Each contractor, subcontractor, or employer shall keep accurate payroll records for three years from the date of acceptance of the public works project by the City, pursuant to RCW [49.28.065](#), for each laborer, worker, and mechanic employed by the contractor for work performed on a public works project, pursuant to RCW 39.12.120, effective January 1, 2020.
- A contractor, subcontractor, or employer shall file a copy of its certified payroll records using the WA State Labor & Industries' online system at least once per month. If the WA State Labor & Industries' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with WA State Labor & Industries in a format approved by WA State Labor & Industries at least once per month, pursuant to RCW 39.12.120, effective January 1, 2020.
- A City of Kennewick business license is required.
- City Standard insurance is required on all projects, naming the City as an additional insured. Requirements are posted on the City's webpage at: go2kennewick.com and located by searching for "Standard Specifications Manual" – see Information to Bidders Section 18).

- Comply with and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Requirements are posted on the City's webpage at: go2kennewick.com and located by searching for "Standard Specifications Manual" – see Information to Bidders Section 19.
- Bidder must meet mandatory bidder responsibility as required by RCW 39.04.350 and the General requirements. Per RCW 39.06.020, a contractor must verify that all subcontractors of any tier meet the same responsibility requirements and that they are also licensed as a plumbing, electrical or elevator contractor if required. In accordance with revised responsible bidder criteria in RCW 39.04.350, all businesses are required to have training before bidding and/or performing work on public works projects. Note: this applies to all public works projects that start on or after July 1, 2019. To verify a bidder's training status or exempt status, check the [LNI Verify a Contractor website](#), using a business name or UBI number.
- The City is using MRSC Rosters for generating contractor rosters and notifications for this project. Contractors submitting bids must be registered in the MRSC Rosters system NO LATER THAN THE BID SUBMITTAL DEADLINE. For information on the MRSC Rosters system, please visit: www.mrscrosters.org
- Notice to proceed will be issued when all paper work and contracts/purchase order are in order.
- Work to be completed in accordance with these specifications and the site drawings (if applicable).

General Requirements and Standard Specifications

1. City of Kennewick Standard Specifications

Except where provided and modified by these special provisions, the work under this contract will be governed by the latest edition of the City of Kennewick Standard Specifications and Details prepared by the City of Kennewick, except as herein modified. The Standard Specification Manual is posted on the City's webpage at: go2kennewick.com and located by searching for "Standard Specifications Manual". The City of Kennewick Standard Specifications utilizes the WSDOT Standard Specifications as provided for in Section 1-3 of the City Standards.

2. Disposal

Project waste shall be disposed of legally at a Contractor furnished waste site.

3. Safety

Execute all operations and provide a safe work environment in accordance to OSHA and Labor & Industries standards and regulations. The requirement applies to all Contractor personnel, associated subcontractors, working in other trades, jobsite visitors and City staff working at the site.

Contractor shall obey all applicable OSHA/WISHA, Labor and Industries Construction, General Health and Safety and General Occupational Health Standards (WAC 296-24, 296-62 and 296-155; and provide all necessary Fall Protection and Fall Arrest safety compliance equipment or plans and conduct any monitoring or physical testing equipment needed during the course of this project.

4. Indemnification/Defend/Hold Harmless, and Insurance

Contractor agrees to defend, indemnify, protect, and hold harmless the City of Kennewick, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, liabilities, demands, losses, defense costs, or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Kennewick, its officers, agents, employees, or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this project, excepting only liability arising out of the sole negligence of the City of Kennewick.

5. Permits and Fees

The City will not secure or pay for any applicable right of way, public works, building or other required permits for this project and shall be the responsibility of the Contractor. Costs of any required permit shall be included in the bidders price. All required inspections shall be the responsibility of the Contractor, and as such, shall be scheduled by the Contractor. All electrical permits, fees, and inspections are the sole responsibility of the Contractor. Final acceptance for this project shall not be granted until approved by L & I and a Final Approval has been obtained from the Building Department.

6. Contract Term

The contract term for this work will be for 5 years. For the work performed under this contract Intent of Prevailing Wages Paid shall be filed at the beginning of the contract period. Affidavits of Prevailing Wages Paid are required to be filed at the end of each 12 month contract period. The prevailing rate of wages for this contract shall be at the rates in effect on the bid due date for the entire term of the contract.

7. Termination for Convenience

This contract may be terminated by either party by giving sixty (60) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

8. Termination for Cause

The City reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Bidder are deemed by the City to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

9. Price Increases

- A. Pricing shall be prepared with the following terms. The Purchasing Manager may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Purchasing Manager. Prices shall remain firm for the first twelve-month contract period and be limited to a reasonable change thereafter annually on the contract anniversary. The Reasonableness of the increase/decrease shall be based upon the All Cities CPI-W from May to May of the current contract year.
- B. Requests for Rate Increases must be delivered to Purchasing, in accordance with the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.
- C. Documented proof of increased costs to Contractor must be provided with the price increase request. If approved, rates shall remain firm for 365 days from date of increase. Surcharges for fuel, hazardous material disposal, or similar will not be allowed.

10. Expansion Clause

It is the intent of these specifications to provide a concept of the complete scope and project locations of the work anticipated. The City may elect to add during the contract term the irrigation work included in the Toyota Center project location to the Bob Olson Parkway and/or Steptoe project locations upon mutual written agreement with the Contractor. In the event additional work or project locations within the City that were not originally considered, and are within the same scope of the contract, are identified, the resultant contract may be further expanded by the City in writing to include additional project locations or directly related services, as negotiated and agreed to by both parties at the same unit prices bid, or hereafter modified and/or as long as the price of such additional work is based upon the same cost/profit methodology as the listed items originally bid.

11. Mandatory Bidder Responsibility Criteria

It is the intent to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3), or be suspended or debarred from working on a federally funded project according to the federal website www.sam.gov.
5. Not be in violation relating to Wage Payments as defined in RCW 49-48-082 or any provision of Chapters 49.46 or 49.52.
6. At the time of bid submittal bidder must have an active registration on the MRSC Small Works Roster. A bid received from a Bidder who is not active on the MRSC Small Works Roster will be rejected. Bidders must register with MRSC at www.mrscrosters.org.

Supplemental Bidder Responsibility Criteria:

Contractor must have valid Washington State Department of Agriculture (WSDA) Herbicide and Pesticide Licenses required for application of substances required under this contract to be applied on public property.

12. Changes in Work

The Contractor will not proceed with any additional and/or supplemental work or projects without permission from the City and shall complete work as directed after receiving approval. Costs associated with additional services completed, including materials, must be submitted separately. All services provided by vendor are subject to quality assurance. Vendor must provide City of Kennewick a digital image of work and the total cost to complete said work. City of Kennewick Parks and Facilities department will then approve or deny the request. If approved, vendor's supervisor must verify work meets quality standards and sign off on work order. City of Kennewick reserves the right to inspect completed work. Verbal agreements shall not be considered binding. Additional and supplemental work must be

approved by City of Kennewick via memorandum. The City shall only pay on additional services invoices once a month.

13. Contracting Officer/Coordination of Work

The Parks, Recreation and Facilities Director of the City of Kennewick or a designated representative, shall be the contracting officer who shall act as the agent of the City under this agreement. The Contractor shall designate a representative to act on its behalf. Said representative shall have full authority to direct all affairs in respect to the work performed under this agreement. In the event designated representative is unavailable, each party is responsible for assigning a temporary point of contact. Any notices, requests, demands and other communications provided for by this Agreement shall be in writing via email or delivered by certified mail. All written communication shall be acknowledged with a response within 72 business hours after delivery.

14. Failure to Complete Work

Contractor failure to complete tasks and normal system repairs as required by the specifications will be considered defective work. The City will withhold payment for said defective work. The contractor shall be notified to complete the work per the specifications. If the Contractor fails to complete the work within the time set by the notice, the City retains the right to have the work done by other methods and full costs of such work shall be deducted from the Contractor's monthly payments.

Contractor failure to complete the regular work as outlined in the specifications will constitute failure to complete the work within specified contract time frames and shall result in liquidated damages being assessed. Liquidated Damages shall be assessed at a rate of \$300.00 per week, for each week that the work was not completed or remains uncompleted. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

15. Terms of Payment

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF WORK." Payment shall be made in the following manner: Contractor shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance to City of Kennewick, for services it has provided and for the amount owed under this Agreement. All invoices submitted by the contractor shall be settled within a period of thirty (30) days from the date of submission thereof if they are in accordance with the terms of the contract. All invoices must clearly state if the invoice is for contractual work or additional/supplemental work. For additional/supplemental work, invoices must have a specific description of work completed. City of Kennewick may demand any details, clarifications etc. before acceptance of invoice and release of payment.

SCOPE OF WORK

Project Description:

The City of Kennewick is requesting bid proposals for landscape and irrigation maintenance with initial project locations being located at Bob Olson Parkway, Steptoe Boulevard and Three Rivers Entertainment District for 5 years. It is the intention of the City that work on the project begin within 5 calendar days from issuance of a Notice to Proceed to the awarded Contractor. The City will pay invoices for this project once per month.

The scope of work for this agreement also includes additional routine modifications and repairs related to the landscape and irrigation maintenance activities within the project locations. The Contractor shall perform this work only upon approval from the City at the hourly rates, material markup and profit as bid in response to this request for bid.

FIRST 12 MONTH CONTRACT PERIOD

Provide Landscape and Irrigation Maintenance Bob Olson Parkway (Bid Item 1)

Project area begins at the intersection of W. Hildebrand and Southridge Boulevard, continuing west to, and including the roundabout at W 10th Ave, S. Steptoe St, and Bob Olson Parkway. The project area also includes both the north and south sides of W. 10th Ave. between Montana St. and the roundabout, as well as an undeveloped landscape space on the southwest side of W. 15th Ave. Project area on Bob Olson Pkwy includes all landscaping on the north, south, and center islands within the City of Kennewick Right of Way (including 1 foot minimum width beyond back of installed sidewalk or Right of Way.) The north side of the project area also includes both Dawes St and Grant St up to their intersection with W. 32nd Ave. The south side of the project area begins approximately 0.5 miles from the intersection of W. Hildebrand and Southridge Blvd. Unit pricing is a per month maintenance unit price for the first 12 month contract period. Note that work performed for this bid item is exempt from Washington State Sales Tax pursuant to Washington Administrative Code (WAC) 458-20-171. Per WAC 458-20-171, material provided for this bid item (weed control material, etc.) is subject to Washington State Sales Tax, with applicable sales taxes added to the bid item pricing. (See **Attachment A** for Bob Olson project area map.)

Provide Landscape and Irrigation Maintenance Steptoe Street (Bid Item 2)

Project area begins at the intersection of N. Steptoe St. and W. Tucannon, then continues to N. Steptoe St. and W. Clearwater Ave., and includes the intersection at N. Center Parkway. Project area includes landscaping on the east side and the center islands between N. Center Parkway and W. Clearwater Ave. Unit pricing is a per month maintenance unit price for the first 12 month contract period. Note that work performed for this bid item is exempt from Washington State Sales Tax pursuant to WAC 458-20-171. Per WAC 458-20-171 material provided for this bid item (weed control material, etc) is subject to Washington State Sales Tax, with applicable sales taxes added to the bid item pricing. (See **Attachment B** for Steptoe Street project area map.)

Provide Landscape Modifications and Repairs (Bob Olson and Steptoe Street project locations)(Bid Item 3)

Provide labor for additional services for landscape modifications and repairs including but not limited to, replacing sections of turf or plant material, repairing damage caused by irrigation leaks, addition and/or replacement of landscaping hardscape as needed. Unit pricing is an hourly labor rate for an estimated 40 labor hours for first 12 month contract period. Work performed for this bid item is exempt from Washington State Sales Tax pursuant to WAC 458-20-171.

Markup on material provided for Landscape Modifications and Repairs (Bob Olson, Steptoe Street and Three Rivers Entertainment District project locations) (Bid Item 4)

Markup and profit percentage on estimated \$750 of material cost provided during the first 12 month contract period for landscape modification and repairs as reflected in Bid Item 5. Per WAC 458-20-171 material provided for this bid item is subject to Washington State Sales Tax, with applicable sales taxes added to the bid item pricing.

Provide Supplemental Debris and Weed Removal (Bob Olson and Steptoe Street project locations) (Bid Item 5)

Provide labor for additional services for Supplemental Debris and Weed Removal beyond scheduled maintenance, including but not limited to blown tumbleweed removal as needed. Unit pricing is an hourly labor rate for an estimated 40 labor hours for the first 12 month contract period. Work performed for this bid item is exempt from Washington State Sales Tax pursuant to WAC 458-20-171.

Provide Landscape and Irrigation Maintenance (Three Rivers Entertainment District) (Bid Item 6)

Project area includes Young Street between Grandridge Blvd. and Quinault Street, The common area parking lot between the Toyota Center and the Three Rivers Convention Center, Okanogan Place from Young Street to Grandridge Blvd., the roundabout at the Okanogan intersection with Grandridge Blvd., the roundabout at Young, Quinault and Okanogan. Unit pricing is a per month maintenance unit price for the first 12 month contract period. (See **Attachment C** for Three Rivers Entertainment District project area map, and **Attachment D** for Tree Clearance specifications.)

Provide Landscape and Irrigation Maintenance (Central Plaza Greenbelt At Hobby Lobby) (Bid Item 7)

Project area includes greenbelt lying south of Hobby Lobby, between W. Okanogan Ave. and Hobby Lobby. Unit pricing is a per month maintenance unit price for the first 12 month contract period. (See **Attachment C** for Three Rivers Entertainment District project area map, and **Attachment D** for Tree Clearance specifications.)

Provide Landscape and Irrigation Maintenance (Central Plaza Greenbelt At The Garden) (Bid Item 8)

Project area includes greenbelt lying south of The Garden Tri-Cities, in the triangular development between W. Grandridge Blvd., W. Okanogan Pl. and Rio Grande Ave. Unit pricing is a per month maintenance unit price for the first 12 month contract period. (See **Attachment C** for Three Rivers Entertainment District project area map, and **Attachment D** for Tree Clearance specifications.)

Provide Systemic Tree Injections (Three Rivers Entertainment District) (Bid Item 9)

Supply and provide systemic tree injections per specifications for trees in the Three Rivers Entertainment District. Unit Price per tree. The estimated number of trees subject to systemic tree injection in the project area is 130 trees. (See **Attachment C** for Three Rivers Entertainment District project area map.)

Landscaping Maintenance Requirements Bob Olson Parkway and Steptoe Street (Applicable to Bid Items 1-5):

Maintenance contractor shall be required to maintain all landscaping including; turf, weed control (no visible weeds), bedding (wood mulch, rock borders etc.), trees, shrubs, flowers or other plantings in the areas as identified in the Project Description.

The maintenance contractor will furnish all labor, materials, equipment and incidentals needed to perform the turf, landscaping maintenance. Storage space for the maintenance contractor's materials and equipment will not be provided for at the site and is the responsibility of the maintenance contractor. All trimmings and waste shall be hauled from the site and disposed of by the contractor in a legal manner.

Maintenance shall include, but not be limited to such things as; pruning, fertilizing, pest control, watering, mowing, leaf collection, tumbleweed and other debris collection, etc. as needed to keep all landscape in a vigorous and healthy state and maintain a neat appearing and aesthetically pleasing appearance.

Unit contract prices for each of the areas listed in the bid proposal shall include the following items as a basis for the cost to complete the work:

Fertilizing:

Turf areas – shall be fertilized a minimum of three (3) times a year, early summer, between May 15th and June 15th; early fall, between September 1st and September 15th; and late fall between November 1st and November 15th. The fertilizer shall be a granular material, with an analysis of 25/5/15 and minimum of 50% slow release, applied at a rate to achieve on minimum of 1-1/2 lb. Nitrogen/ 1,000 sq. ft.

Broadleaf Control / Weed / Pest Control:

Prior to the initial Broadleaf and noxious grass control application which will take place annually in early spring between March 15th and April 30th all plant material including dead tumbleweeds will be removed. Six additional spot treatments occurring every 5 weeks after April 30th will be required for problem areas at no additional costs to the City. The maintenance contractor shall control or eliminate harmful pests to both plantings and turf areas. All applications shall be in strict accordance with manufacturers and nursery recommendations and in accordance with state laws. Planter beds and related landscaping shall be kept weed free. Where weeds are growing alongside or through shrubs, herbicide shall be hand brushed and not sprayed. For the purposes of bidding, RoundUp Pro, Pendulum, Aquacap, Gallery, Dimension, Trimec 992 and Trimec Encore are approved herbicides. For bare ground applications, Esplande 200 SC and Portfolio 4F are approved herbicides. Upon complete kill all dead plant material shall be removed.

Mowing & Trimming:

Mowing shall be done a minimum of once a week beginning when new turf growth is evident. Grass shall be mowed at a height of 3-1/2 inches and no more than 1/3 of the blade shall be removed per mowing. Excessive (noticeable) clippings shall be raked and collected for disposal. Trimming shall be done on an as-needed basis to remove turf around planter beds, sidewalk edges etc. that mowers are unable to neat line.

Note, sidewalk edges directly adjacent to turf shall regularly be trimmed with a steel bladed edger, as required to maintain a clean and neat appearing edge, string trimmers are not acceptable for edging sidewalk work. String trimmers shall not be used on tree, shrub or flower plantings in a manner that would damage the plant. The Maintenance Contractor at no cost to the owner will replace all plants showing evidence of string trimming related damage.

Tumbleweed & Debris Removal:

Between November 15th and March 15th all tumbleweeds and other debris will be removed once every 5 weeks.

Aeration:

All turf areas shall be aerated with a tine type aerator that removes cores / plugs. Aeration shall be done on all turf areas two (2) times a year, in the spring and fall, just prior to fertilizer applications.

Watering:

The turf shall be conditioned to receive watering no more than once a day. Deeper watering will be allowed on the watering day, but not to exceed an average of 2-inches of precipitation per week.

Scheduling and Response Requirements:

Each year, the maintenance contractor shall provide a schedule of weekly, monthly and other such service for that year, to the owner by or before March 1st. The maintenance contractor will be required to provide an after-hours contact phone list of personnel responsible for responding to after-hours maintenance trouble responses. The cost of responding to such calls is incidental to the contract and no additional compensation will be allowed.

For all full applications of fertilizer/broadleaf and each turf aeration, the contractor shall be required to notify the contract administrator for the City of the activity no later than forty-eight (48) hours in advance of the activity so the City staff may field verify the work is completed. Failure to notify the City may constitute an additional application or maintenance activity at no additional cost to the City.

Landscaping and Irrigation Maintenance Requirements Three Rivers Entertainment District (Applicable to Bid Items 6-9):

The maintenance contractor shall be required to maintain all Three Rivers Entertainment District landscaping materials including; turf, bedding (wood mulch, rock mulch etc.), trees, shrubs, flowers or other plantings in the areas as identified in Section 1 of these special provisions.

Maintenance shall include such things as; pruning, fertilizing, pest control, watering, mowing, leaf collection, etc. as needed to keep all plantings and turf in a vigorous and healthy state and maintain a neat appearing and aesthetically pleasing appearance.

Unit contract prices for each of the areas listed in the bid proposal shall include the following items as a basis for the cost to complete the work:

Fertilizing requirements:

Turf areas – shall be fertilized a minimum of three (3) times a year, early summer, between May 15th and June 15th; early fall, between September 1st and September 15th; and late fall between November 1st and November 15th. The fertilizer shall be a granular material, with an analysis of 25/5/15 and minimum of 50% slow release, applied at a rate to achieve on minimum of 1-1/2 lb. Nitrogen/ 1,000 sq. ft. Trees / shrubs shall be fertilized in accordance with WSU Extension service recommendations for the size and age of the trees and application shall be a minimum of one (1) time per year.

Broadleaf Control / Weed / Pest Control:

Broadleaf and noxious grass control shall be applied annually in early spring between April 1st and April 15th or as approved by the City. Spot treatments may be required for problem areas at no additional costs to the City. The maintenance contractor shall control or eliminate harmful pests to both plantings and turf areas. **Treatment of harmful pests shall be considered Additional Services and shall be approved by the City prior to any application.** The City has included systemic tree injections as a bid alternative for consideration. Contract will be awarded based on lowest bid.

All applications shall be in strict accordance with manufacturers and nursery recommendations and in accordance with state laws. Planter beds and related landscaping shall be kept weed free. Where weeds are growing alongside or through shrubs, herbicide shall be hand brushed and not sprayed. For the purposes of bidding, RoundUp Pro and Pendulum Aquacap are approved herbicides. Upon complete kill all dead plant material shall be removed.

Pruning requirements:

Prune as needed to remove dead, dying, crossed or damaged branches and for thinning trees and shrubs. All pruning shall be done to arborists' standards and shall meet the Pedestrian and Street Clearance requirements show in Attachment D. Tree pruning, beyond what is noted above and lifting the canopy (maximum one branch level per year) shall not be done without City approval. No topping or excessive top pruning shall be done.

Mowing & Trimming:

Mowing shall be done a minimum of once a week beginning when new turf growth is evident. Grass shall be mowed at a height of 1-1/2 inches and no more than 1/3 of the blade shall be removed per mowing. Excessive (noticeable) clippings shall be raked and collected for disposal.

Trimming shall be done on an as-needed basis to remove turf around planter beds, sidewalk edges etc. that mowers are unable to neat line.

Note, sidewalk edges shall regularly be trimmed with a steel bladed edger, as required to maintain a clean and neat appearing edge, string trimmers are not acceptable for edging sidewalk work. String trimmers shall not be used on tree, shrub or flower plantings in a manner that would damage the plant. The Maintenance Contractor at no cost to the owner will replace all plants showing evidence of string trimming related damage.

Aeration:

All turf areas shall be aerated with a tine type aerator that removes cores / plugs. Aeration shall be done on all turf areas two (2) times a year, in the spring and fall, just prior to fertilizer applications.

Watering:

The turf shall be conditioned to receive watering no more than once every other day. Deeper watering will be allowed on the watering day, but not to exceed an average of 2-inches of precipitation per week.

Trash Receptacle Janitorial:

The contractor shall manage a total of (7) trash receptacles located in the Central Plaza Greenbelts at The Garden Tri Cities (5) and (2) south of Hobby Lobby. The contractor shall be required to monitor and dump trash receptacles on an as-needed basis, but not less than once a week. Garbage bags shall be required for all trash receptacles. The contractor shall be responsible for proper disposal of collected waste. Costs shall be considered incidental to the unit contract price for the greenway in which they are located.

Irrigation Maintenance Requirements:

The Maintenance Contractor shall be required to maintain all irrigation systems including; sprinklers, valves, pipe, controllers, backflow devices or other irrigation related systems installed as part of the Vista Common area landscaping.

Maintenance shall include such things as; sprinklers, valves, adjustment of sprinklers and valves to grade, checking irrigation flows, coverage, watering times (controllers), precipitation rates etc. as needed to keep all plantings and turf in a vigorous and healthy state. The contractor shall also be responsible for system winterization and start-up each year. Any damage from frozen pipes shall be the contractor's responsibility to repair at no charge to the City.

The maintenance contractor shall be responsible for checking all necessary components of the irrigation system on a weekly basis to insure that proper rates of precipitation are being applied to all areas of landscaping.

Systemic Tree Injection:

Through trunk injection, small doses of insect control are carefully measured and injected directly into the tree's transport tissues, enabling distribution within the tree, but limiting the impact to the environment. Injections shall be performed May through October when trees are most active, and water or nutrients are actively flowing in the tree. The larval (damaging) stage of EAB does its worst from August through October. Injections are made in the bottom 18 inches of the tree, at intervals of around 6 inches apart. The depth for the injection is between 5/8" and 1 5/8" into the tree. A 10 inch diameter tree would receive approximately a 1.5 ounce injection for two years of protection. Trunk injection formulations can take hours to weeks to move throughout the tree. Most often trees are protected within a few days.

Additional Services:

The contractor shall repair, modify or add to the irrigation system or replace landscaping as directed by the City. Such work will be agreed upon prior to work taking place and the contractor shall provide a not to exceed estimate. Actual work will then be billed to the City by the maintenance contractor as additional work, time and materials plus overheads as allowed by the contract.

All labor and materials shall be included on the bid form as specified and shall conform in strength, quality of workmanship and material to that which is specified. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder and approved by the City. The Contractor shall furnish all additional materials and equipment required for the project. Work shall include all labor, equipment, tools and all incidentals necessary to fully complete the work as listed.

It is the Contractor's responsibility to field verify the site specifics and set-up a site visit with the City of Kennewick staff to discuss how to proceed with the project.

The Contractor shall call/notify the City of Kennewick regarding any conflict or concern with existing site improvements. The Contractor is to proceed with the intent of maintaining existing fences, curbs and other improvements. Any damage to existing improvements must be replaced to original condition and per COK standards as part of this project and shall be the responsibility of the Contractor.

Contractor shall use signing, barricades and cones to show work or intrusion into the sidewalk or roadway and is required to follow proper traffic control set-up as shown in the 2009 MUTCD and City of Kennewick standard specification details in section 7.

It shall be the responsibility of the Contractor to call the One Call number (1-800-424-5555) to notify all utilities of the excavation (if necessary).

Attachments:

Attachment "A": Bob Olson Parkway et al.

Attachment "B": Steptoe St.

Attachment "C": Three Rivers Entertainment District

Attachment "D": Tree clearance specification

CITY OF KENNEWICK SWR 23-016 LANDSCAPE AND IRRIGATION MAINTENANCE

BID FORM

The undersigned hereby certifies that they have personally examined the location and construction detail of work as outlined on the plans and specifications for this project and have read and thoroughly understand the plans and specifications and contract governing the work embraced in the improvements and the method by which payment will be made for work and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

Bid pricing for the first 12 month contract period will be used for the basis of bid evaluation and award.

The approximate quantity shown for hours and material amounts are shown for bid evaluation purposes only and not a guarantee of minimum or maximum amount for those items of work.

The City reserves the right to award bid items individually or in any combination deemed in the best interest of the City. The summation of extensions, corrected where necessary, and including any applicable sales taxes, will be used to fix the awarded contract price. (Note: Unit prices for all items, all extensions and total amount of bid must be shown.)

FIRST 12 MONTH CONTRACT PERIOD (2023-2024)					
BID ITEM	DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL
1	Bob Olson Parkway – Landscape Maintenance (Work exempt from sales tax. Material subject to sales tax with applicable taxes included in unit price)	12	PER MONTH	\$ 5,040	\$ 60,480
2	Steptoe Street – Landscape Maintenance (Work exempt from sales tax. Material subject to sales tax with applicable taxes included in unit price)	12	PER MONTH	\$ 2,020	\$ 24,240
3	Provide Landscape Modifications and Repairs - Bob Olson Pkwy and Steptoe (Work exempt from sales tax.)	40 hours	PER HOUR	\$ 65	\$ 2,600
4	Markup on material provided for Landscape Modifications and Repairs - Bob Olson Pkwy, Steptoe and Three Rivers Entertainment District (Include estimated material and markup for bid item total)(Material subject to sales tax with applicable taxes included in bid item total price)	\$750	Markup Percentage	30 %	\$ 975
5	Provide Supplemental Debris and Weed Removal – Bob Olson and Steptoe (Work exempt from sales tax.)	40 hours	PER HOUR	\$ 65	\$ 2,600
6	Provide Landscape and Irrigation Maintenance (Three Rivers Entertainment District), per specifications	12	PER MONTH	\$ 3,869	\$ 46,428
7	Provide Landscape and Irrigation Maintenance (Central Plaza Greenbelt At Hobby Lobby), per specifications	12	PER MONTH	\$ 672	\$ 8,064

8	Provide Landscape and Irrigation Maintenance (Central Plaza Greenbelt At The Garden), per specifications	12	PER MONTH	# 1,740	# 20,880
9	Provide Systemic Tree Injection, per specifications	130	PER TREE	# 36.50	# 4,745
FIRST 12 MONTH CONTRACT PERIOD BID SUBTOTAL					# 171,012
SALES TAX (8.7%) APPLICABLE TO BID ITEMS 6-9 ONLY					# 6,970.16
TOTAL FIRST 12 MONTH CONTRACT PERIOD BID GRAND TOTAL					# 177,982.16

UNDERSIGNED AGREES TO BEGIN WORK WITHIN 5 BUSINESS DAYS FROM ISSUANCE OF NOTICE TO PROCEED.

Uniform Business Information (UBI) No. 601615596

Contractor's License Registration Number is: HERITPL055JF

Contractor's Federal Tax ID Number: 91-1675017

Industrial Insurance Account Number: 86033701-3

Employment Security Dept. Number: 833740-00-3

The undersigned acknowledges receipt of the following addendum(s) no(s) _____ through _____.

Contracting Firm Heritage Landscaping

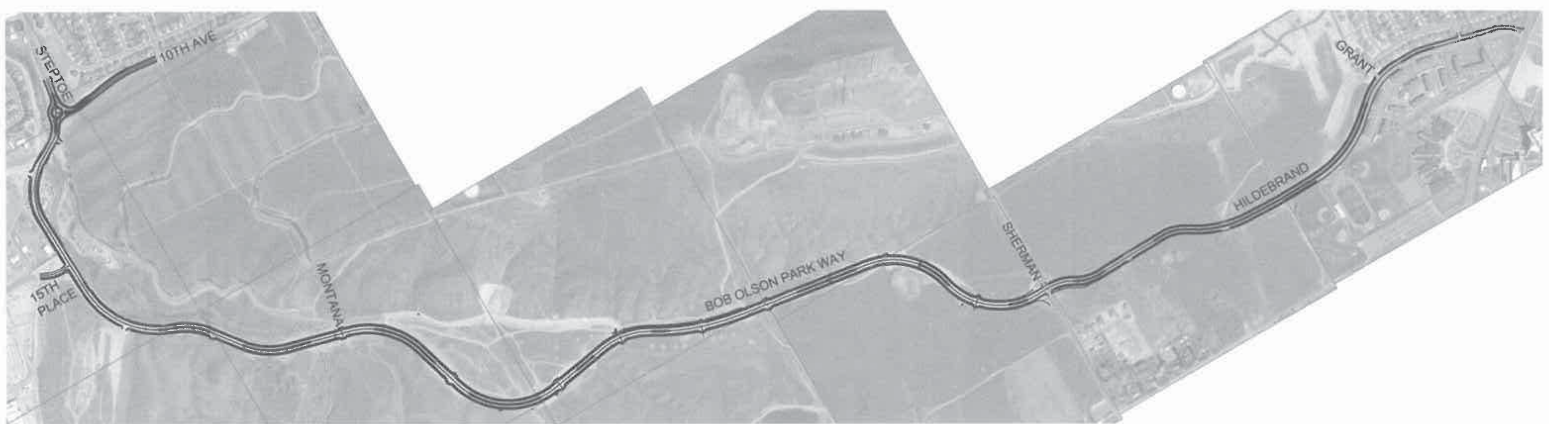
Address 2816 W 27th Ave 99337

Phone # 509-591-2738

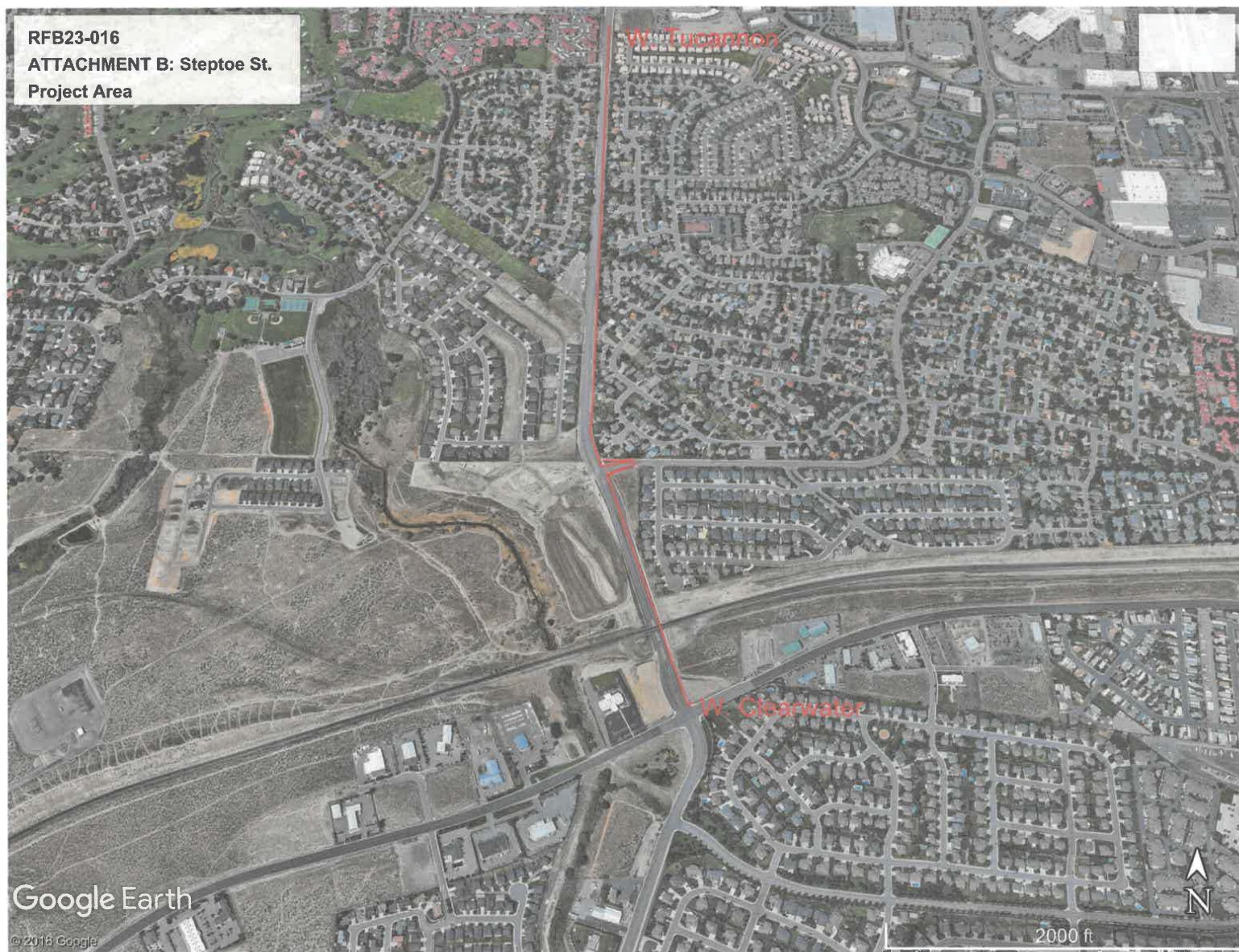
By 
(Authorized Signature and Printed Name)

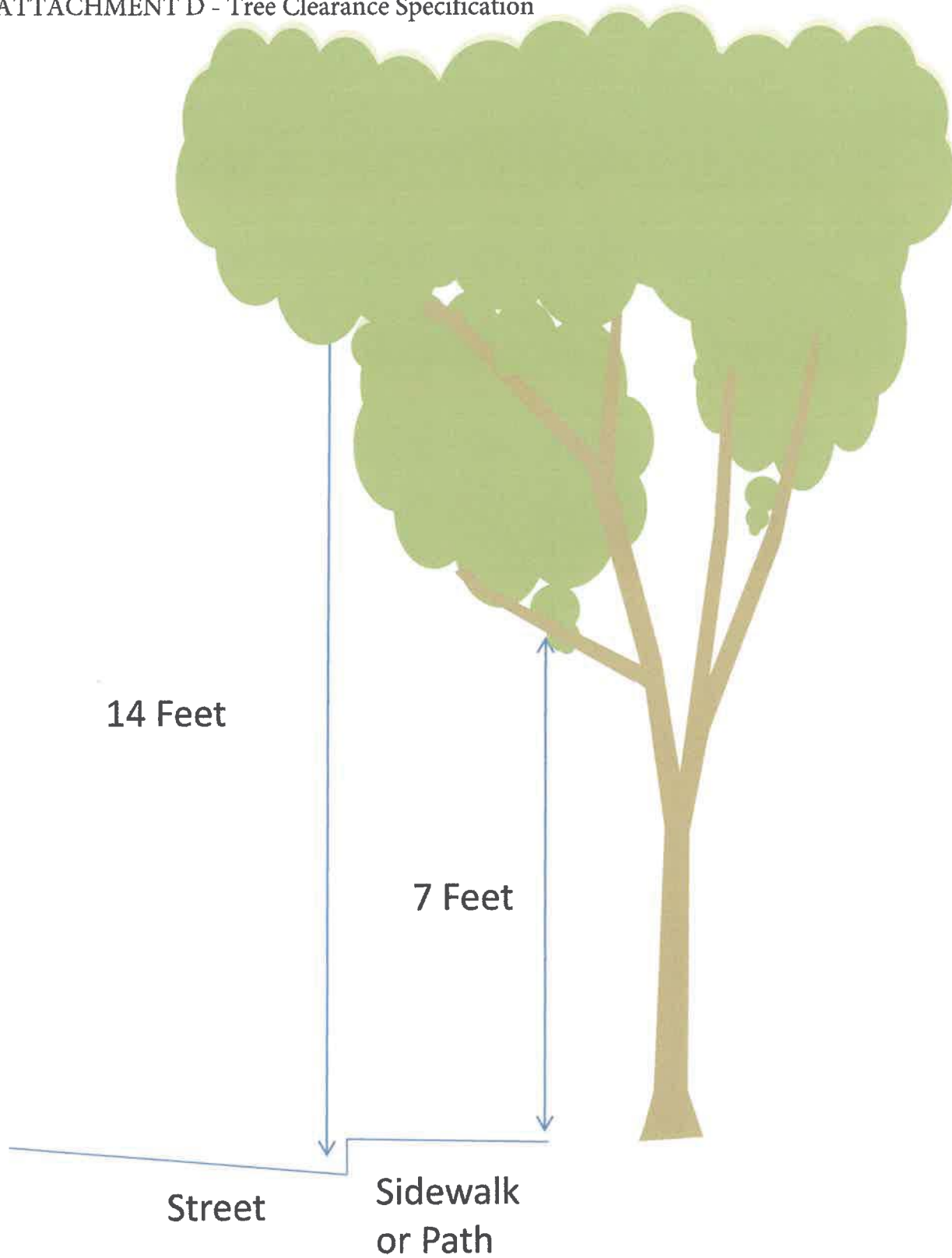
Date 09-18-23

RFB23-016 LANDSCAPE AND IRRIGATION MAINTENANCE
ATTACHMENT A: BOB OLSON PARKWAY PROJECT AREA



RFB23-016
ATTACHMENT B: Steptoe St.
Project Area





Minimum Clearance For Trees



ADDENDUM # 1

Date of Addendum: September 18, 2023

NOTICE TO BIDDERS

The Bid Documents for the above-referenced Project is modified as set forth in this Addendum. The original Bid Documents (and any previously issued addenda, if applicable) remains in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents. Bidders shall take this Addendum into consideration when preparing and submitting their Bid, and shall acknowledge receipt of this Addendum on the Bid Form included in the Bid Documents.

BID SUBMISSION DEADLINE

The Bid submission deadline remains the same and is not changed by this Addendum.

1.0 – QUESTIONS AND ANSWERS

The following answers to questions raised by bidders are provided as a matter of information and clarification only. To the extent that changes to the Bid Documents are required based on the following, the Bid Documents have been modified as noted above in this Addendum

Item	Document and Section No.	Question and Answer
1.1	SCOPE OF WORK	<u>Question:</u> Trees and other items in the project area do not currently meet the specification for maintenance requirements. There will be additional work required to have the project area be brought into specification prior to ongoing maintenance work being performed. How are we supposed to bid this additional work? <u>Answer:</u> It is acknowledged that the project area is not currently up to specifications and additional work will be required prior to maintenance work. Please only bid maintenance work as described in the scope of work and bid items. The City may negotiate the additional work separately with the awarded contractor and/or utilize the City's existing tree trimming contract to have the project area returned to specification requirements.

END OF ADDENDUM # 1

✓















HERITAGE
PROFESSIONAL
LANDSCAPE
CONTRACTORS

Contact List

Heritage Professional Landscaping, Inc.

Client Management

Name	Job Title	Phone Number	E-mail
Andrew Mendenhall	Maintenance Division Manager	509-539-5601	andrew@heritagelandscaping.com
Dave Church	Account Manager	509-591-2738	dave@heritagelandscaping.com

Administration

Name	Job Title	Phone Number	E-mail
Ali Woods	Billing/Accounts Receivable	509-586-0744	alicia@heritagelandscaping.com
Danielle Dobner	Contract Administration	509-586-0744	danielle@heritagelandscaping.com

Maintenance Services

Name	Job Title	Phone Number	E-mail
Mike Stanco	Crew Supervisor	509-586-0744	mstanco@heritagelandscaping.com
Ruben Navarro	Crew Supervisor	509-586-0744	ruben@heritagelandscaping.com
Diego Magana	Crew Supervisor	509-586-0744	diego@heritagelandscaping.com

After Hours Emergency

Name	Phone
Irrigation On-Call	509-619-5240

(509) 586-0744

Fax (509) 586-1754

P.O. Box 7225

Kennewick, WA

99336-0616

LIC# HERITPL055JF

Bob Olson Parkway Bid 1								Effective: 1/1/24 - 12/31/28						
DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
LAWNS:														
MOWING/EDGING			2	4	5	4	4	4	5	2	1	1	32	
LAWN FERTILIZATION					1				1		1		3	
LAWN WEED CONTROL			1										1	
LAWN CORE AERATION			1						1				2	
PLANTS & BEDS:														
BED PRE-EMERGENT			1							1			2	
SPOT SPRAY			APPLICATIONS AS NEEDED PER CONTRACT											X
BED CLEANING			2	4	5	4	4	4	5	2	1	1	32	
PRUNING					FALL/WINTER PRUNING								1	
LIMBING OF LOW LIMBS	AS NEED MONTHLY FOR 12 MONTHS													
SITE:														
BLOW SIDEWALKS			2	4	5	4	4	4	5	2	1	1	32	
DEBRIS CLEAN UP			2	4	5	4	4	4	5	2	1	1	32	
TUMBLE WEED/DEBRIS	1	1									1	1	4	

The schedule above is an approximate time frame of when services will be performed. Service schedule may vary due to environmental conditions or landscaping needs.

Heritage Professional Landscaping

Step Toe Bid 2								Effective: 1/1/24 - 12/31/28						
DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
PLANTS & BEDS:														
BED PRE-EMERGENT			1							1			2	
SPOT SPRAY			APPLICATIONS AS NEEDED PER CONTRACT											X
BED CLEANING			2	4	5	4	4	4	5	2	1	1	32	
PRUNING					FALL/WINTER PRUNING								1	
LIMBING OF LOW LIMBS	AS NEEDED MONTHLY FOR 12 MONTHS													
SITE:														
BLOW SIDEWALKS			2	4	5	4	4	4	5	2	1	1	32	
DEBRIS CLEAN UP			2	4	5	4	4	4	5	2	1	1	32	
TUMBLE WEED/DEBRIS	1	1									1	1	4	

The schedule above is an approximate time frame of when services will be performed. Service schedule may vary due to environmental conditions or landscaping needs.

Heritage Professional Landscaping

Three Rivers Ent Bid 6		Effective: 1/1/24 - 12/31/28												
DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
LAWNS:														
MOWING/EDGING			2	4	5	4	4	4	5	2	1	1	32	
LAWN FERTILIZATION					1				1		1		3	
LAWN WEED CONTROL			1										1	
LAWN CORE AERATION			1						1				2	
PLANTS & BEDS:														
BED PRE-EMERGENT			1							1			2	
SPOT SPRAY			APPLICATIONS AS NEEDED PER CONTRACT											X
BED CLEANING			2	4	5	4	4	4	5	2	1	1	32	
PRUNING					FALL/WINTER PRUNING									1
LIMBING OF LOW LIMBS	AS NEED MONTHLY FOR 12 MONTHS													
PLANT FERTILIZATION			1										1	
SITE:														
BLOW SIDEWALKS			2	4	5	4	4	4	5	2	1	1	32	
DEBRIS CLEAN UP			2	4	5	4	4	4	5	2	1	1	32	
TUMBLE WEED/DEBRIS	1	1									1	1	4	
IRRIGATION:														
IRRIGATION MONITORING			X	X	X	X	X	X	X	X			AS NEEDED	
IRRIGATION WINTERIZATION										1			1	
IRRIGATION STARTUP			X	X									1	

The schedule above is an approximate time frame of when services will be performed. Service schedule may vary due to environmental conditions or landscaping needs.

Heritage Professional Landscaping

Central Plaza (Hobby Lobby) Bid 7							Effective: 1/1/24 - 12/31/28						
DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
PLANTS & BEDS:													
BED PRE-EMERGENT			1							1			2
SPOT SPRAY			APPLICATIONS AS NEEDED PER CONTRACT										X
BED CLEANING			2	4	5	4	4	4	5	2	1	1	32
PRUNING				FALL/WINTER PRUNING									1
LIMBING OF LOW LIMBS	AS NEEDED MONTHLY FOR 12 MONTHS												
SITE:													
BLOW SIDEWALKS			2	4	5	4	4	4	5	2	1	1	32
DEBRIS CLEAN UP			2	4	5	4	4	4	5	2	1	1	32
TRASH RECEPTACLE	x	x	x	x	x	x	x	x	x	x	x	x	WEEKLY
TUMBLE WEED/DEBRIS	1	1									1	1	4

The schedule above is an approximate time frame of when services will be performed. Service schedule may vary due to environmental conditions or landscaping needs.

Heritage Professional Landscaping

Central Plaza Garden Bid 8									Effective: 1/1/24 - 12/31/28					
DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
LAWNS:														
MOWING/EDGING			2	4	5	4	4	4	5	2	1	1	32	
LAWN FERTILIZATION					1				1		1		3	
LAWN WEED CONTROL			1										1	
LAWN CORE AERATION			1						1				2	
PLANTS & BEDS:														
BED PRE-EMERGENT			1							1			2	
SPOT SPRAY			APPLICATIONS AS NEEDED PER CONTRACT											X
BED CLEANING			2	4	5	4	4	4	5	2	1	1	32	
PRUNING					FALL/WINTER PRUNING								1	
LIMBING OF LOW LIMBS	AS NEED MONTHLY FOR 12 MONTHS													
SITE:														
BLOW SIDEWALKS			2	4	5	4	4	4	5	2	1	1	32	
DEBRIS CLEAN UP			2	4	5	4	4	4	5	2	1	1	32	
TRASH RESEPTACLES	X	X	X	X	X	X	X	X	X	X	X	X	WEEKLY	
TUMBLE WEED/DEBRIS	1	1									1	1	4	
IRRIGATION:														
IRRIGATION MONITORING			X	X	X	X	X	X	X	X			AS NEEDED	
IRRIGATION WINTERIZATION										X			1	
IRRIGATION STARTUP			X	X									1	

The schedule above is an approximate time frame of when services will be performed. Service schedule may vary due to environmental conditions or landscaping needs.

Heritage Professional Landscaping

Council Agenda Coversheet	Agenda Item Number: 4.h. Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Northwest High Intensity Drug Trafficking Area (HIDTA) 2024 Contracts Department: Finance Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends that City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) contractors (10) for 2024. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors for 2024. <u>Summary</u> 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 a 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 10 positions in 2023, but the agreements expire 12/31/2023. 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 2024. The funding for all payments made by the City in the fiduciary role will be reimbursed through a federal grant. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> The proposed contractor agreements do not have a fiscal impact on 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.		
<u>Attachments:</u> 1. Contract - Christine J 2. Contract - Duran M 3. Contract - Evans K 4. Contract - Mitchell S 5. Contract - Mizer M 6. Contract - Rask R 7. Contract - Ross B 8. Contract - Velasco G 9. Contract - Webster H 10. Contract - WeinerJ		

CONTRACTOR: Julie Christine
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Financial Manager
AMOUNT: \$147,157.40
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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 (“executive 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, 2024, and ending December 31, 2024, 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 \$147,157.40 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Matthew Duran
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Deputy Director
AMOUNT: \$205,331.20
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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, car allowance, 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 \$205,331.20 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 car allowance, 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Keith Evans
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$100,037.60
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$100,037.60 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Shawn Mitchell
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$100,037.60
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$100,037.60 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Michael J. Mizer
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Drug Intelligence Officer
AMOUNT: \$100,037.60
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$100,037.60 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Andrea Robin Rask
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Operations Manager
AMOUNT: \$135,727.80
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$135,727.80 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Brandon Ross
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Information Technology Systems
Administrator/Electronic Surveillance Technician
AMOUNT: \$127,744.50
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

**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, 2024, and ending December 31, 2024, 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 \$127,744.50 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Gabriel Velasco
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Intelligence Analyst
AMOUNT: \$100,037.60
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$100,037.60 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Hayley Webster
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Executive Assistant
AMOUNT: \$86,395.40
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 \$86,395.40 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

CONTRACTOR: Jonathan Weiner
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Executive Director
AMOUNT: \$239,937.20
FUND SOURCE: High Intensity Drug Trafficking Area Grant
DURATION: January 1, 2024, through December 31, 2024

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, 2024, and ending December 31, 2024, 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 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 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, car allowance, 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 \$239,937.20 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 car allowance, 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, 2024, 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

ROBERT HAMMER, Executive Board Chair

Date

Council Agenda Coversheet	Agenda Item Number: 4.i. Council Date: 11/21/2023	Category: Consent Agenda Ordinance/Reso
	Agenda Item Type: Resolution Subject: Resolution 23-16: Authorized Signatories Department: Finance Ord/Reso # 23-16 Contract # Project # Permit #	
<u>Recommendation</u> Staff recommends that Council adopt Resolution 23-16 authorizing Michele Hamada, Meg Coleman and Lisa Beaton as signatories for executing financial transactions for the City of Kennewick. <u>Motion for Consideration</u> Motion to adopt Resolution 23-16. <u>Summary</u> The resignation of Finance Director/Treasurer Dan Legard and the previous retirement of Accounting Manager Denise Winters require an update of the City's designated signatories for City accounts at authorized places of deposit. Resolution 23-16 repeals Resolution 20-16, removes Dan Legard and Denise Winters as authorized signatories for the City with regard to banking transactions and authorizes Michele Hamada, Interim Accounting Manager, Meg Coleman, Accountant II, and Lisa Beaton, City Attorney to sign City checks and conduct other banking and investment transactions for the City. A new resolution updating the City's authorized signatories will be required in the future. The list of authorized signatories identified in Resolution 23-16 is intended to be temporary until such time that the City is able to conduct a recruitment process and hire its next Finance Director/Treasurer. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Resolution		

CITY OF KENNEWICK
RESOLUTION NO. 23-16

A RESOLUTION AUTHORIZING MICHELE HAMADA, MEG COLEMAN,
AND LISA BEATON, TO SIGN CITY CHECKS AT THE CITY OF
KENNEWICK'S AUTHORIZED PLACES OF DEPOSIT AND REPEALING
RESOLUTION NO. 20-16

WHEREAS, with the resignation of Dan Legard and retirement of Denise Winters it is necessary
to remove both individuals as authorized signatories of City checks; and

WHEREAS, authorized signatories are necessary for executing financial transactions of the City;
NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON that Michele Hamada, Interim Accounting Manager, Meg Coleman,
Accountant II; and Lisa Beaton, City Attorney, be, and the same hereby are, authorized to sign
City checks and other banking and investment transactions at the City of Kennewick's
authorized places of deposit, in their respective capacities above-named, for the City of
Kennewick; and

BE IT FURTHER RESOLVED that this Resolution will be in full force and effect on December
1, 2023; and

BE IT FURTHER RESOLVED that Resolution No. 20-16, be, and the same hereby is, repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this
21st day of November, 2023, and signed in authentication of its passage this 21st day of
November, 2023.

Attest:

GRETLE J. CRAWFORD, Mayor Pro Tem

RESOLUTION NO. 23-16 filed and recorded
in the office of the City Clerk of the City of
Kennewick Washington, this 22nd day of
November, 2023

KRYSTAL TOWNSEND, Deputy City Clerk

Approved as to Form:

LAURENCIO SANGUINO, Assistant City Attorney II

KRYSTAL TOWNSEND, Deputy City Clerk

Council Agenda Coversheet 	Agenda Item Number: 4.j. Agenda Item Type: Contract/Agreement/Lease Subject: DOR Temporary TPA Charge Collection Agreement Department: Finance Ord/Reso # Project #	Council Date: 11/21/2023 Category: Consent Agenda Contract # Permit #
<u>Recommendation</u> Staff recommends that City Council authorize the City Manager to sign a temporary agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge. <u>Motion for Consideration</u> Motion to authorize the City Manager to sign a temporary agreement with the Department of Revenue (DOR) for the collection of the City's tourism promotion area (TPA) charge. <u>Summary</u> The City of Kennewick first implemented a tourism promotion area (TPA) charge in June of 2004 after receiving a petition from local lodging businesses for City Council to establish a Tourism Promotion Area in Kennewick in conjunction with, and as a part of a Tri-Cities Regional TPA that included the cities of Pasco and Richland. The initial TPA charge was set as \$1.50 per room night, with the proceeds dedicated to tourism promotion, marketing of conventions, conferences and trade shows, marketing of the Tri-Cities area to the travel industry, and recruiting sporting, athletic, recreational, entertainment, performing arts, and other cultural events to benefit tourism in the region. The Tri-Cities Visitor & Convention Bureau, which is now known as Visit Tri-Cities, was appointed the administrator of the Regional TPA program. Subsequent to the initial establishment of the Regional TPA and TPA charge in 2004, the TPA charge was modified to \$2 per room night in 2014, and then to its current rate of \$3 per room night in late 2020. In each instance, the modifications to the TPA charge were recommended by local lodging businesses to enhance tourism promotion in the region. Each city that assesses a TPA charge is required to enter into an agreement with the Washington State Department of Revenue (DOR) to collect TPA charges from lodging businesses on a monthly basis and remit the proceeds to the city. In the case of the cities of Kennewick, Richland, and Pasco, all proceeds are then immediately remitted by each city to Visit Tri-Cities as the administrator of the Regional TPA. In September of 2023, the City of Kennewick received notification from DOR that a determination had been made that the City of Kennewick's municipal code (KMC) for its TPA charge was not in compliance with state law. Specifically, DOR identified that KMC 3.25.010(2) and 3.25.020(2) outline exemptions from the City's TPA charge for several lodging businesses that are not allowed under state law. Both the cities of Richland and Pasco received the same notification from DOR regarding their municipal codes, as did other cities across the state. DOR is requesting that the City of Kennewick take action to modify KMC 3.25 to bring it into compliance with state law by the conclusion of 2024. In the interim, because it has been determined that the City's KMC is out of compliance with state law, DOR has notified the City that it will be unable to continue collecting TPA charges on behalf of the City under the existing TPA collection agreement that is in place. In the interim, DOR has offered to enter into a temporary agreement to collect TPA charges for the City through the end of 2024 in order to provide adequate time to bring KMC 3.25 into compliance with state law, or seek legislative action to modify state law. City staff is recommending the approval of the temporary agreement with DOR for TPA charge collection, and will be working in partnership with the cities of Richland and Pasco, as well as Visit Tri-Cities, to modify each city's municipal code in a manner that is consistent and allows for compliance with state law in 2024.		

Alternatives

None recommended.

Fiscal Impact

The Department of Revenue has notified the City that, without a temporary agreement in place, they will discontinue collecting the City's tourism promotion area (TPA) charge. The City anticipates that DOR will collect and remit approximately \$917,000 in TPA charges to the City in 2024. Under the terms of a separate interlocal agreement, the City remits all revenue that it receives from the TPA charge to Visit Tri-Cities as the regional administrator of the TPA program in the Tri-Cities area.

Attachments:

- 1. Agreement

TEMPORARY AGREEMENT FOR THE STATE ADMINISTRATION OF TOURISM PROMOTION AREA FEES WITH THE CITY OF KENNEWICK

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Kennewick (“City”) and the State of Washington Department of Revenue (“Department”) for the administration of the tourism promotion lodging charges imposed under authority of RCW 35.101.052. This Agreement is effective December 1, 2023.

RECITALS

WHEREAS the Legislature of the State of Washington by chapter 35.101 RCW authorizes a legislative authority, either singularly or through an interlocal agreement with other jurisdictions, to establish a Tourism Promotion Area (“TPA”) to permit the levy of lodging charges to be expended exclusively for tourism promotion;

WHEREAS chapter 35.101 RCW provides that a legislative authority imposing a lodging charge by resolution or ordinance shall contract with the Department for the administration and collection of the levy of lodging charges;

WHEREAS the legislative authority has by ordinance, copy attached hereto, indicated its intention to fix and impose a lodging charge in addition to all other sales and use taxes and any special assessments that may be levied (Ordinance No. 5883);

WHEREAS Ordinance No. 5883 provides exclusions from the TPA lodging charge which are not permitted under state law, including: (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to persons other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or students which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports, boating, riding, outdoor facilities and outdoor living;

NOW, THEREFORE, to provide for the administration of lodging charges, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by this reference as if fully set forth.
2. **Functions of the Department.** The Department shall exclusively perform all functions incident to the administration and collection of the lodging charges imposed by Ordinance No. 5883 taxable by the state under chapter 82.08 RCW.

The Department will collect TPA charges described under Ordinance No. 5883 until December 31, 2024, to allow the City or any other party to seek corrective legislation to chapter 35.101 RCW, or to permit local jurisdictions to adopt exclusions according to their unique geographic and economic needs.

In the event corrective legislation is not enacted by December 31, 2024, the City shall amend Ordinance No. 5883, or adopt another ordinance which does not include exclusions not permitted under existing state law. The Department will not enter into a new agreement to collect the TPA charges for the City until the nonconforming ordinance is cured.

3. **Collection Not Authorized.** Pursuant to RCW 35.101.050, the Department is not authorized or required to administer and collect on behalf of the City any charge for which there are more than six classifications.

4. **New or Additional Legislation.** In addition to the Ordinance attached hereto, the City shall provide the Department with copies of any new and/or additional ordinances imposing any new charges or changing the rate of any charge. Such copies shall be provided to the Department no later than 75 days prior to the effective date of the ordinance.

5. **Collection of Lodging Charges.** The Department shall collect the lodging charges by the end of the following month after the due date of the taxable period for which lodging charges are imposed pursuant to the ordinance. In accordance with RCW 35.101.090, the charges so collected shall be deposited by the Department in the local tourism promotion account in the custody of the state treasurer. The Department shall provide the state treasurer with instructions on the proper monthly distribution of the deposited funds in accordance with RCW 35.101.100.

6. **Rules and Regulations Adopted by the Department.** Any specific rules and regulations adopted by the Department to facilitate the administration and distribution of the lodging charges shall be in accordance with the State Administrative Procedure Act and chapter 35.101 RCW. Until specific rules and regulations are adopted, the Department shall apply the provisions contained in chapters 82.03, 82.08, 82.12, 82.14, and 82.32 RCW, as the same exist or may hereafter be amended and insofar as the same are relevant to lodging charges. Such provisions shall have full force and effect of Department rules when applied to lodging charges.

7. **Uniform Collection.** The Department performs its duties hereunder so that as far as possible the lodging charges shall be administered and collected uniformly with the state's sales and use taxes.

8. **Refunds or Credits.** Any refunds or credits the Department finds are owed relating to the lodging charges shall be refunded to the taxpayer from the City's portion of the local tourism promotion account.

9. **Notification of Error of Fund Distribution.** Either party shall have six months from the date funds are distributed by the state treasurer to notify the other party in writing of any error in the amount of distributed funds. The party receiving such notice shall have sixty (60) days to review the claim. Upon agreement of the parties, the Department shall deposit any necessary

additional funds with the state treasurer for distribution to the City; or in the event of an over-distribution, the City shall return such over-distribution to the Department. If the City and the Department cannot reach an agreement, the parties agree to attempt mediation or other dispute resolution process prior to instigating litigation in Superior Court.

10. **Disclosure of Taxpayer Information, Documentation and Reports.** The Department shall provide taxpayer information, documentation, and reports to the City, in accordance with the disclosure limitations of RCW 82.32.330. The City shall require its authorized representatives that have access to confidential taxpayer information to sign a Department "Confidentiality and Non-Disclosure Agreement" and shall ensure such representatives comply with RCW 82.32.330.

11. **Parties' Communication and Cooperation.** The parties agree to establish and maintain open lines of communication and to work cooperatively to improve administration and public understanding of the lodging charges (special assessments). Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of the lodging charges.

13. **Disputes.** In the event a dispute arises under this Agreement that cannot be resolved by mutual agreement of the parties, either party may elect mediation in which the Department and the City shall each individually appoint one member to a Dispute Board and those members shall select a third member. The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the member of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

No suit, action, or proceeding of any kind, type, or nature whatsoever arising out of or in any way relating to this Agreement will be commenced by the City or the Department other than in the Superior Court of Thurston County, Washington.

14. **Indemnification.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the Department for the State of Washington from claims that challenge the authority of the City to impose lodging charges pursuant to the Ordinance. The City agrees that in the event there shall be a legal challenge to the Ordinance or resolutions, the Department shall not be obligated to represent the City or otherwise defend its position in any proceeding relating to such challenge.

15. **Effective Date.** This Agreement shall take effect at 12:01 AM, December 1, 2023 and shall thereafter terminate on December 31, 2024.

16. **Waiver.** Any failure by any party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of the right to require future strict performance of

such provision. No failure or delay in exercising any right or remedy hereunder shall be deemed a waiver of such right or remedy. No term or condition of this Agreement shall be waived, modified or deleted except by an instrument, in writing, signed by personnel authorized to bind each of the parties.

17. **Modification.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement.

18. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

19. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together constitute one and the same.

IN WITNESS WHEREOF, the State of Washington, Department of Revenue, and the City of Kennewick have executed this contract as of the day and year written below.

Attest:

Date

Attest:

SR ASD OPS, Department of Revenue

Date

Marie E. Mosley, City Manager, City of Kennewick

Date

Lisa Beaton, City Attorney, City of Kennewick

Approved as to Form only:
Andrew Krawczyk, Assistant Attorney General

Council Agenda Coversheet	Agenda Item Number: 4.k.	Council Date: 11/21/2023	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Light Industrial Area Utilities Extensions Department: Public Works Ord/Reso # Project # P2211	Contract # Permit #	
<u>Recommendation</u> That the City Council authorize the City Manager to sign the Supplemental Agreement No. 2 with J-U-B Engineers, Inc., for the design of the Light Industrial Area Utilities Extension project.			
<u>Motion for Consideration</u> Motion to authorize the City Manager to sign the Supplemental Agreement No. 2 with J-U-B Engineers, Inc., for the design of the Light Industrial Area Utilities Extensions project.			
<u>Summary</u> In 2022, 223 acres were added to the City limits from Kennewick's Urban Growth Area (UGA) boundary south of I-82. Water and sewer utilities do not currently exist and need to be extended to support development within this light industrial area. The City hired J-U-B Engineers in June 2022 to develop a Basis of Design Report (BODR) for water and sewer utilities to serve the 223 acres. The BODR provided an in-depth investigation into the known basalt rock at varying depths along the I-82 corridor along with recommendations for crossing with water and sewer. The original Professional Service Agreement (PSA) signed on June 22, 2022, authorized J-U-B Engineers, Inc., to develop the light industrial area utilities extension Basis of Design Report (BODR). Supplemental Agreement No. 1 signed on August 15, 2023, authorized J-U-B Engineers, Inc., to perform a detailed design of the light industrial area utilities extensions across I-82 at the future Colorado St. road alignment. Supplemental Agreement No. 2 authorizes J-U-B Engineers, Inc., to amend the design scope to include conduits for future power and communication with the water and sewer crossings under I-82. Costs for the additional utility conduit crossings will be passed on to the respective utilities.			
<u>Alternatives</u> None recommended.			
<u>Fiscal Impact</u> Water and Sewer Fund Original Professional Service Agreement: \$ 117,400.00 Supplemental Agreement No. 1: \$ 169,500.00 Supplemental Agreement No. 2: \$ 8,700.00 Total: \$ 295,600.00			
<u>Attachments:</u> 1. Agreement			

SUPPLEMENTAL AGREEMENT #2
Between Owner and Consultant

P-2211, LIGHT INDUSTRIAL AREA UTILITIES EXTENSIONS

THIS SUPPLEMENTAL AGREEMENT, entered into this 21st day of November, 2023 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and J-U-B 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 UGA South Water & Sewer Basis of Design Report, dated June 22, 2022; and

WHEREAS, the Parties hereto previously revised the agreement with the Supplemental Agreement #1, dated August 15, 2022 for professional engineering services to design the Light Industrial Area Utilities Extension project; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Contract Amendment to Attachment 1 Scope of Services (attached).

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

The CONSULTANT shall be paid **Time & Materials with a total amount of \$295,600** by the Owner to complete design services described in Exhibit A of the original agreement, Attachment 1 of Supplemental Agreement #1, and Contract Amendment of Supplemental Agreement #2 (attached).

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement #2 as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

JUB ENGINEERS, INC.

Marie Mosley, City Manager

Alex Fazzari, P.E., Area Manager



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Council Agenda Coversheet 	Agenda Item Number: 5.a. Agenda Item Type: Ordinance Subject: Ordinance 6041: KMC 2.04.075 Council Salaries Department: Finance Ord/Reso # 6041 Contract # Project # Permit #	Council Date: 11/21/2023 Category: Ordinance/Reso
<u>Recommendation</u> That Council approve Ordinance 6041. <u>Motion for Consideration</u> I move to adopt Ordinance 6041. <u>Summary</u> KMC 2.04.075 provides for City Council salaries and includes a four-year salary schedule that is reviewed and updated by adding two additional years during the odd year of each biennium. Adopting a four-year salary schedule and updating it every two years allows the City and City Council to avoid any potential conflict with a provision in the state constitution that prohibits elected officials from receiving an increase in salary that was voted upon during their current term. Prior to 2022, the monthly salary for Kennewick City Council met requirements established by the Department of Retirement Services (DRS) for Councilmembers who participate in the PERS retirement system to receive full service credit for each month they serve on Council. Under these rules, elected officials are eligible for full monthly service credit if their monthly salary is equal to, or greater than, 90 times the state minimum wage. Under current state law, the minimum wage increases each year based on the annual percentage change in the consumer price index (CPI). For 2024, the annual change in CPI utilized to calculate minimum wage was 3.43%, which results in the minimum wage increasing to \$16.28 per hour. Based on this change, the current Council salary scheduled for both 2024 and 2025 of \$1,400 and \$1,425 also will not meet the DRS requirement for full PERS service credit each month. As a result, Councilmembers will only receive 0.5 service credits for each month served in each of these years. Ordinance 6041 proposes to modify KMC 2.04.075 to retain the previously approved 2025 monthly salary of \$1,425 per month for Councilmembers in both 2026 and 2027. The proposed ordinance would also retain the existing \$100 differential for the Mayor Pro-Tem and an additional \$100 differential for the Mayor. <u>Alternatives</u> City Council could elect to modify Ordinance 6041 to adjust salaries for 2026 and 2027, rather than leaving salaries unchanged for those years. However, an action is required to set 2026 and 2027 salaries. <u>Fiscal Impact</u> The proposed City Council salaries for 2026 and 2027 would not result in any increase in salary costs over those two years. Council salaries for 2024 and 2025 were previously approved in 2021 with the adoption of Ordinance 5952 and would remain the same under Ordinance 6041.		
<u>Attachments:</u> 1. Ordinance 2. Ordinance Redline		

CITY OF KENNEWICK
ORDINANCE NO. 6041

AN ORDINANCE RELATING TO CITY COUNCIL SALARIES AND
AMENDING SECTION 2.04.075 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.04.075 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

2.04.075: Salary of City Council, Mayor Pro Tem, and Mayor.

- (1) Each member of the City Council shall be compensated by a monthly salary to conduct and attend Council business, meetings, sessions and other such activities as deemed necessary by the City Council in the performance of the Council official duties, as follows:

Year	Council	Mayor Pro Tem	Mayor
2024	\$1,400.00	\$1,500.00	\$1,600.00
2025	\$1,425.00	\$1,525.00	\$1,625.00
2026	\$1,425.00	\$1,525.00	\$1,625.00
2027	\$1,425.00	\$1,525.00	\$1,625.00

- (2) Nothing herein contained shall cause an increase or decrease to the compensation of any member of the Council during their current term of office or any unexpired term of office, to which such member of the Council is appointed or elected. Beginning in 2019, and then in every odd numbered year thereafter, City Council shall establish and approve a schedule for Council salary for the subsequent four-year period by adding two additional years to the existing schedule.

(Ord. 6041 Sec. 1, 2023; Ord. 5952 Sec. 1, 2021; Ord. 5844 Sec. 1, 2019)

Section 2. This ordinance shall be in full force and effect on January 1, 2024.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 21st day of November, 2023, and signed in authentication of its passage this 21st day of November, 2023.

Attest:

GRETLE J. CRAWFORD, Mayor Pro Tem

ORDINANCE NO. 6041 filed and recorded
in the office of the City Clerk of the City of
Kennewick Washington, this 22nd day of
November, 2023

KRYSTAL TOWNSEND, Deputy City Clerk

Approved as to Form:

LISA BEATON, City Attorney

KRYSTAL TOWNSEND, Deputy City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
ORDINANCE NO. 6041

AN ORDINANCE RELATING TO CITY COUNCIL SALARIES AND
AMENDING SECTION 2.04.075 OF THE KENNEWICK MUNICIPAL CODE

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

Section 1. Section 2.04.075 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

2.04.075: Salary of City Council, Mayor Pro Tem, and Mayor.

- (1) Each member of the City Council shall be compensated by a monthly salary to
conduct and attend Council business, meetings, sessions and other such activities
as deemed necessary by the City Council in the performance of the Council official
duties, as follows:

Year	Council	Mayor Pro Tem	Mayor
<u>2022</u>	<u>\$1,300.00</u>	<u>\$1,400.00</u>	<u>\$1,500.00</u>
<u>2023</u>	<u>\$1,325.00</u>	<u>\$1,425.00</u>	<u>\$1,525.00</u>
2024	\$1,400.00	\$1,500.00	\$1,600.00
2025	\$1,425.00	\$1,525.00	\$1,625.00
<u>2026</u>	<u>\$1,425.00</u>	<u>\$1,525.00</u>	<u>\$1,625.00</u>
<u>2027</u>	<u>\$1,425.00</u>	<u>\$1,525.00</u>	<u>\$1,625.00</u>

- (2) Nothing herein contained shall cause an increase or decrease to the compensation
of any member of the Council during their current term of office or any unexpired
term of office, to which such member of the Council is appointed or elected.
Beginning in 2019, and then in every odd numbered year thereafter, City Council
shall establish and approve a schedule for Council salary for the subsequent four-
year period by adding two additional years to the existing schedule.

(~~Ord. 6041 Sec. 1, 2023;~~ Ord. 5952 Sec. 1, 2021; Ord. 5844 Sec. 1, 2019)

Section 2. This ordinance shall be in full force and effect on January 1, 202~~2~~4.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this ~~7th~~21st day of ~~December~~November, 202~~1~~3, and signed in authentication of its passage this ~~7th~~21st day of ~~December~~November, 202~~1~~3.

Attest:

GRETLE J. CRAWFORD, Mayor Pro Tem

ORDINANCE NO. 6041 filed and recorded
in the office of the City Clerk of the City of
Kennewick Washington, this 22nd day of
November, 2023

KRYSTAL TOWNSEND, Deputy City Clerk

Approved as to Form:

LISA BEATON, City Attorney

KRYSTAL TOWNSEND, Deputy City Clerk

DATE OF PUBLICATION _____

Council Agenda Coversheet	Agenda Item Number: 6.a. Agenda Item Type: Public Hearing Subject: 2024 CDBG Annual Action Plan Department: Management Services Ord/Reso # Project #	Council Date: 11/21/2023 Category: Public Mtg / Hrg
	Contract # Permit #	
<u>Recommendation</u> Staff recommends the approval of Plan A of the 2024 CDBG Annual Action Plan as prepared by the CDBG Committee and staff. <u>Motion for Consideration</u> I move to approve Plan A of the 2024 draft CDBG Annual Action Plan and funding recommendations as prepared by the CDBG Committee and staff. <u>Summary</u> The City of Kennewick is an entitlement City as granted by the Federal Department of Housing and Urban Development (HUD). As such, the City is an annual recipient of CDBG funds to develop communities by providing decent housing and suitable living environments, and by expanding economic opportunities principally for low-to-moderate income persons. HUD regulations stipulate certain eligible uses for these funds and require the City to submit a five-year plan as to community needs followed by an annual action plan that specifies how the needs will be addressed using the available funds. The amount of the 2024 grant has not yet been established, but historical indications are that the block grant will be approximately \$550,000. The public comment period began August 4th (to gather community input and also allow for applications to be submitted) and closed September 8th. The Committee held a public meeting on September 28th to review the applications and conduct oral presentations/interviews with all applicants. The Committee and staff considered the objectives of the Consolidated Plan along with HUD's mission to service low-to-moderate income persons as they established the recommendation for the funding summary that is attached. The decision to fund a project was also based on any past experience with the applicant, their ability to obtain funding elsewhere, and the benefit to Kennewick's low and moderate-income residents. Because one of the submitted projects was a sizable request and was also contingent on receiving CHIP (Community Housing Infrastructure Program) funds, the Committee made two recommendations in the event that the CHIP funding was not obtained. CHIP funding will be announced in January 2024. Plan A includes funding the Kennewick Housing Authority's sidewalk project as part of the affordable housing development on 10th & Gum. If the Kennewick Housing Authority is not awarded the CHIP funds, the CDBG Committee and staff recommend funding as outlined under Plan B. If this were to occur, staff would return to Council for approval to revise the funding allocations to those outlined under Plan B. <u>Alternatives</u> Return to Committee for further consideration. <u>Fiscal Impact</u> These proposed projects totaling \$538,874 are being funded by the City's annual CDBG grant provided by HUD.		
<u>Attachments:</u> 1. Draft AAP 2. PLAN A 3. PLAN B		



2024 ANNUAL ACTION PLAN DRAFT

Supplement to
2020 – 2024 Consolidated Plan

For further information contact:

Kylie Peel
City of Kennewick
P.O. Box 6108
210 West 6th Avenue
Kennewick, WA 99336
kylie.peel@ci.kennewick.wa.us



Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Cities of Kennewick, Richland and Pasco are entitlement communities under Title 1 of the Housing and Community Development Act of 1974. Each city is eligible to receive federal funds annually from the US Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. Each city is separately responsible for planning and administering housing and community development activities within their jurisdiction, and implementing, monitoring, and reporting to HUD on the use of CDBG funds.

Kennewick, Richland and Pasco, as contiguous units of local government, entered into a Cooperative Agreement in 1995 to form the Tri-Cities HOME Consortium. The agreement was amended in 2007 to include an automatic renewal clause. At least every three years the Cooperative Agreement is re-evaluated by each city to determine continued participation in the Consortium and to propose change. The Tri-Cities HOME Consortium is eligible to receive annual federal HOME dollars from HUD under the HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Richland serves as the lead entity for the Tri-Cities HOME Consortium, and acts as administrative, monitoring and reporting agency to HUD.

As each of the three cities share a common set of goals and directions for meeting the community development and affordable housing needs of lower income persons, the cities collaboratively prepared a 2020-2024 Tri-Cities Regional Consolidated Plan. The Plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures to serve as a basis for developing Annual Action Plans.

The activities proposed in the 2024 Annual Action Plan will be funded by CDBG allocations, program income, and existing unallocated funds. The City of Kennewick also has the option as an entitlement community to apply for a Section 108 Loan guarantee in an amount not to exceed five times its current year annual CDBG allocation.

If the 2024 CDBG funding is above the anticipated amount listed under "Expected Resources", the additional funds could be applied to the infrastructure projects. If CDBG funding is below the anticipated amount, the shortfall in funds will be covered through the expenditure of existing unallocated previously awarded funds. Should the amount of unallocated funds not be enough to cover the shortfall, the scope of the infrastructure projects will be reduced commensurately and the Public Service project awards will each be reduced to reflect the expenditure of no more than 15% of the entitlement.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Three priority needs were identified and goals were established corresponding to those needs. All three needs were given high priority. Needs were determined by a review of data and available information, reference to applicable assessments, and strategic plans. Input from stakeholders, agencies, and others consulted in developing the plan.

- Need for affordable housing creation, preservation, access, and choice.
- Need for community, neighborhood, and economic development.
- Need for homeless intervention and prevention, and for supportive services.

See the 2020-2024 Consolidated Plan for a full description of priority needs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The individual cities and the Tri-Cities HOME Consortium have made significant accomplishments in implementing the Consolidated Plan (2020-2024). This reflects strong relationships with community partners in implementing projects beyond the capacity of any one agency. The ability to leverage funds and coordinate projects to make the best use of resources is essential in light of increasing needs and diminishing resources.

Past accomplishments include LMA neighborhood infrastructure improvements, removal of architectural barriers, economic development enhancements, other infrastructure improvements, and supportive services for disabled adults, elderly, youth recreation, and preventing homelessness. CDBG funds were also used to improve City infrastructure that increased safety precautions for low-moderate families.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Steps outlined in the Citizen Participation Plan for Housing and Community Development Programs provide opportunities for citizen involvement in the planning process and assure that key organizations and agencies were consulted. The Citizen Participation Plan provides for broad involvement, public

hearings, and opportunities to comment on needs and proposed plans. Public hearings were held to solicit input on needs and again to solicit input on the draft Annual Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The 2024 Annual Action Plan was advertised for comments in Tri-City Herald and TuDecides on October 5, 2023 and opened for comments until November 20, 2023. A Public Hearing was held on November 21, 2023 at a regular scheduled Kennewick City Council meeting with no comments received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No summary or comments or views were not accepted because no comments were received.

7. Summary

No summary given.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	KENNEWICK	Management Services

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Kylie Peel / City of Kennewick / PO BOX 6108 or 210 W. 6th Ave. / Kennewick, WA 99336 / (509) 585-4432

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In the process of developing the 2020-2024 Consortium Consolidated Plan, the cities reached out to organizations and agencies in a number of ways. Focused meetings were held to gain input in identified areas, particularly housing, human services, fair housing, and emergency services/basic needs. In addition to targeted email invitations, notices were placed in local newspapers. Well attended, the meetings yielded valuable input.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

These focused meetings had the intention of bringing together organizations at different administrative levels (government, non-profit, for-profit, etc.), including residents at large, and creating space for conversation around a single topic to enhance understanding of the issue at hand from other perspectives. The Cities offered the use of government building space to ensure access to the meetings; meetings were held over two days at the Richland and Kennewick City Hall buildings.

Focused scheduled meetings included: affordable housing, including supportive housing; public, human services, including special and basic needs; code enforcement and emergency services, including first responders; and, community infrastructure needs, provision, and opportunities. Each of the three Cities worked with an advisory board in preparation for the Consolidated Plan: Housing and Community Development Advisory Committee, City of Richland; Community Development Block Grant Advisory Committee, City of Kennewick; and Planning Commission, City of Pasco.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Each of the Cities works with and supports actions and priorities of the Continuum of Care (CoC), managed by Benton County Department of Human Services. Each of the Cities sends staff to the regularly held CoC meetings, aimed to increase coordination and pool resources and knowledge across the human system in the Tri-Cities. The CoC has established three primary goals to pursue in coordinating the homeless provider community in its efforts to end homelessness in the two counties:

- To communicate, coordinate and collaborate among providers and others in the development of Benton County's 5-Year Homeless Housing Plan to work toward reducing homelessness. The plan is used in securing resources and funding pertaining to the concerns of people who are without a safe, decent, and affordable place to live.

- To develop and recommend the Continuum's objectives, projects, and strategies to meet specific needs that will increase housing, decrease homelessness; alter the public's perception of homelessness; provide education, training and technical assistance to advocates, providers, and other Continuum members.
- To invite and encourage low-income/homeless individuals to participate in the planning process through public meetings held at Community Based Organizations and/or by any other means the Continuum may deem appropriate.

Phase II strategies of the Continuum's Action Plan include a focus on:

- Implementation of a Benton County Coordinated Entry System
- Recognizing that homelessness results from a complex set of challenges, creating more linkages across community services, and providing comprehensive case management
- Improving outcomes and evaluating data to improve and determine effective services
- Encouraging flexibility in providing services and meeting housing needs
- Meeting the needs of currently underserved "special need" populations

Members of the Continuum meet frequently to work on these strategies and coordinate a wide variety of issues facing the homeless in the area. In addition, members of the Continuum are currently active on the Steering Committee of the 33-county Balance of Washington State Continuum and are active in the subcommittee structure. Kennewick staff sits in and participates in both the Continuum and Steering Committee.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Benton County Department of Human Services is an active member of the Washington Balance of State (BoS) Continuum (WA-501). The Emergency Shelter Grant (ESG) funds made available to the Tri-Cities are allocated from the Washington BoS. The ESG Program coordination is conducted through the BoS Steering Committee on a policy level and through the Department of Commerce for administrative procedures. The Department of Commerce also staffs the HMIS system which is essentially statewide. While staff at the local non-profit and county Continuum level enters data in HMIS, they also maintain the data and prepare periodic reports on program outcomes which are readily accessible to the Tri-Cities Continuum. At least once a year the Department consults with all ESG stakeholders to review performance standards and obtain their input on fund allocation proposals, policy plans, and administrative procedures.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	BENTON FRANKLIN CONTINUUM OF CARE
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	For a full list of agencies/groups/organizations that were consulted - refer to the 2020-2024 Consolidated Plan.

Identify any Agency Types not consulted and provide rationale for not consulting

The Tri-Cities Consortium made every effort to inform the public of the opportunity for them to provide input in the process of developing the Plan. Publication of meetings and other ways to contribute their thoughts and desires to this plan were made well in advance and allowed ample time for the collection of feedback. The Consortium and the City of Kennewick did not intentionally exclude any agency.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Broadband Plan	City Kennewick	The City of Kennewick offers a variety of places with free access to internet such as the Library, City Hall, Reactional Center, Public Works Facilities, and Kennewick School District locations. The CDBG funds will be utilized to help narrow the divide in the community for internet access. City of Kennewick provided Kennewick Housing Authority with a computer lab at the Lilac Homes residence that allows free internet access. There are several internet plans starting at \$19.99/ month within our community. They also offer the option to apply for affordable connectivity program and federal line programs which helps low-income households who are eligible for assistance programs.
Hazard Mitigation Plan	City of Kennewick	Addressing priorities for risk reduction; protecting people, structures, and infrastructure.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Tri-Cities HOME Consortium completed a robust citizen participation process during the development of the 2020-2024 Consolidated Plan. Outreach included traditional local newspaper announcements for meetings, public hearings, and publications on the City's websites and social media pages. The Consortium also included one online survey - for community members and targeted stakeholders. The City promoted public meetings and surveys through social media platforms such as Facebook and Instagram and published news items on the City's websites including social media.

For the 2024 Annual Action Plan, notification of funding opportunities and requests for public input and comments was published on August 3, 2023 and a public hearing was held on September 28, 2023. Applications were accepted from August 4, 2023 through September 8, 2023. The request for public input and comments on the 2024 Annual Action Plan and notification of public hearing was published on October 5, 2023. The public hearing was held on November 20, 2023 and public comments were taken on November 21, 2023. Notices of the meetings were published in the Tri-City Herald and in Spanish in tu Decides.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None.	No comments were received from the public.	No comments were rejected due to no comments received.	https://www.go2kennewick.com/620/Community-Development-Block-Grant

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

As each of the three cities shares a common set of goals and directions for meeting the community development and affordable housing needs of lower-income persons, the cities collaboratively prepared a 2020-2024 Tri-Cities Consolidated Plan. The plan provides the community with an assessment of needs and market conditions, establishes priority needs, sets goals to respond to the identified needs, and establishes outcome measures for the Strategic Plan and Annual Action Plans. The City anticipates for planning purposes that the CDBG and HOME Programs will be federally funded at 2024 levels. However, this is difficult to project as the rising inflation may affect the actual amount. The 2020 funding allocation of \$682,137 dollars was an increase of \$87,207 dollars. The 2021 funding allocation of \$687,295 dollars was an increase of \$5,158. The 2022 funding allocation of \$639,951 was a decrease of \$47,344. The 2023 funding allocation of \$553,943 was a decrease of \$86,008.

The 2024 project funding for infrastructure projects includes a combination of program income and project costs, for a total of prior year funds of \$74,095. Plus 2024 estimated allocation of \$550,000 for a grand total of \$ 475,905.

If the infrastructure project requires additional funds, the previously awarded, unallocated funds will be used to fund the gap. The Citizen

Participation Plan will be followed if a substantial amendment is triggered.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	0	25,000	74,095	99,095	0	CDBG funds leverage local, state, and federal funds. Agencies are able to combine funding sources in order to provide a wider range of services to the community.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds are important resources in the community and are used in conjunction with local, state, other federal, and private funds to support housing and other projects. Each of the cities is supportive of efforts by other organizations to obtain funding for projects to address the needs and goals outlines in this plan and in meeting the needs of the Tri-Cities. Cities also assist community organizations in strategizing, applying for, accessing, and developing new resources and partnerships. CDBG and HOME funds are frequently used to leverage local, state, and federal funds such as Washington State Housing Trust Funds, Emergency Solutions Grant, housing and homeless funds generated by recording fees, and county or city general funds.

The City also has the option of applying for a Section 108 loan in an amount not to exceed five years of the anticipated CDBG funds. There are no plans currently in place to make this application; however, the City reserves the option.

Each city, as a HOME Consortium participant, is required to match HOME funds. That match is met using city general funds or other non-federal funds, land made available at a reduced cost (below appraised value), in the form of reduced financing fees from lenders and appraisers, grants for affordable housing from non-federal sources, donated construction/housing materials and volunteer labor.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable.

Discussion

None.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Community, Neighborhood, and Economic Development	2020	2024	Non-Housing Community Development		Community and Economic Development	CDBG: \$456,595	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3274 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1 Households Assisted
2	Homeless Intervention and Public Services	2020	2024	Homeless Non-Homeless Special Needs		Public Services	CDBG: \$82,500	Public service activities other than Low/Moderate Income Housing Benefit: 1178 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Community, Neighborhood, and Economic Development
	Goal Description	Support for businesses that create jobs for lower-income residents and/or businesses that provide essential services to lower-income neighborhoods and support for micro-enterprises. Funds may support activities that improve the skills of the local workforce, including those with special needs. Improve community infrastructure by provision and improvements such as ADA ramps, sidewalks, curbs, gutters, streets, parks, playgrounds, community gardens, and streetlights. Funds will be used to provide or improve public facilities, including neighborhood centers, recreation facilities, and neighborhood beautification projects.
2	Goal Name	Homeless Intervention and Public Services
	Goal Description	Funds will be used to support public services that respond to the immediate needs of persons in crisis and that support regional efforts to meet the basic living needs of lower-income households and individuals including persons with special needs, seniors, and disadvantaged youth. Support homeless facilities and increase housing resources that assist homeless persons toward housing stability and self-sufficiency. Support increased case management and a high degree of coordination among providers.

AP-35 Projects - 91.420, 91.220(d)

Introduction

This Annual Action Plan describes how funds will be used to support the goals and priorities identified in sections of the Consolidated Plan. CDBG activities and projects go through a competitive process, ensuring the maximum effectiveness in use of federal grant funds.

If additional amount of funding is required to complete the 2024 infrastructure projects, those funds will come from additional unallocated CDBG entitlement funds or program income.

Project #	Project Name
1	Infrastructure Improvements
a	Kennewick Housing Authority – 13 th & Gum St. Sidewalk
b	COK Parks & Recreation – Eastgate Park Walking Path Renovation
2	Public Service
a	COK Recreation – Youth Recreation Scholarships
b	ARC Therapeutic – Therapeutic Recreation Scholarships
c	Senior Life Resources – Meals on Wheels
d	Elijah Family Homes – Transition to Success Case Management
3	CDBG Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities are consistent with those stated in the Strategic Plan. The City of Kennewick intends to maximize the use of limited resources to ensure the highest benefit within the capacity to administer the program. Reduced funds have increased the challenge. Given the limited capacity, brick and mortar projects resulting in visual physical improvements are important when those projects reduce barriers for physically impaired persons; results in the acquisition, construction or improvement to public facilities; and/or, result in neighborhood preservation and revitalization. High priority is also placed on projects that would result in enhancing the economic opportunities of residents.

The City likewise places a priority on brick and mortar projects that result in the creation or preservation of housing for the elderly or populations with special needs. The City also funds social services to address community needs including projects to assist the elderly or populations with special needs and disadvantaged youth.

Whenever feasible, projects that leverage additional funds and/or are coordinated with community partners are emphasized and given priority. The City does not anticipate obstacles to meeting the underserved needs addressed in the projects.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

No specific geographic target areas have been identified. Kennewick's CDBG funds will be available to assist lower-income residents within Kennewick City limits with priority placed on those activities that provide a benefit in the oldest neighborhoods of Kennewick. The infrastructure improvement is in a concentrated area of LMI census tracts, east of Hwy 395 and north of 10th Ave. Low and moderate-income Public Service projects are located throughout the City and also a high priority.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

There are no target areas.

Discussion

None.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The purchase price and down payment of a home generally serves as a significant barrier to affordable homeownership opportunities, particularly for lower-income households. The City maintains a HUD funded housing program to provide affordable housing opportunities for lower-income households by financing down payment assistance. However, the home prices have far outpaced the limits set by HUD. We have created a Tenant Based Rental Assistance (TBRA) program through the HOME Consortium to assist with barriers, as home prices have severely escalated.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Kennewick implements a number of strategies for increasing the supply of affordable housing through its zoning and land use regulations. These strategies include 1) Planned Unit Developments that increase the options for housing densities and housing types (e.g., townhouses, multi-family, duplexes, small-lot districts); 2) Mixed Use Developments that increase the opportunity for affordable housing to be developed within or close proximity to essential amenities such as areas of employment, shopping, and medical centers; 3) Streamlining permitting, and 4) Incentive zoning features such as allowing accessory dwelling units.

Discussion

Since the pandemic, Kennewick has suffered from lack of affordable housing with a ownership AND rental vacancy rate as low as 3% for 2023.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City attends, supports, and is an active member of Continuum of Care (CoC), an organization comprised of local non-profit, housing, public service, correctional, and government agencies throughout Benton and Franklin Counties. The CoC has established a Coordinated Entry System (CES) that is fully implemented that aims to create efficiencies in the service provider network by not duplicating services and matching those in need of services to those organizations most suited to meet those needs.

By maintaining open communication, collaboration, and partnering efforts among all groups, and reducing duplication of effort, more needs of lower income people can be met.

Actions planned to address obstacles to meeting underserved needs

Actions planned to foster and maintain affordable housing

Actions planned to reduce lead-based paint hazards

Actions planned to reduce the number of poverty-level families

Actions planned to develop institutional structure

Actions planned to enhance coordination between public and private housing and social service agencies

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

None.

FY 2024 CDBG Projects – PLAN A

		GRANT	APPLICANT	PROJECT	COMMENTS
Facility / Infrastructure Improvements	1	\$74,000	COK Parks & Recreation	Eastgate Park Walking Path	
	2	\$382,374	Kennewick Housing Authority	13 th & Gum St. Sidewalk	- <u>Project contingent on CHIP award</u>
		\$456,374			
Public Service (15% Cap)	3	\$10,000	Elijah Family Homes	Transition to Success Case Management	
	4	\$30,000	Senior Life Resources	Meals on Wheels	
	5	\$22,500	ARC of Tri-Cities	Therapeutic Recreation Scholarships	
	6	\$20,000	COK Parks & Recreation	Youth Scholarships	
		\$82,500			
			15% PS Cap = \$82,500		
		\$538,874	TOTAL		

HUD Guesstimate Entitlement	\$550,000
Estimated Program Income	\$ 25,000
Previous Year Funds Available*	<u>\$74,095</u>
SUBTOTAL	\$649,095

Admin (20% cap)	(\$110,000)
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Total Amount Available \$539,095

*Unallocated funds from 2022/2023

FY 2024 CDBG Projects - PLAN B

		GRANT	APPLICANT	PROJECT	COMMENTS
Facility / Infrastructure Improvements	1	\$80,000	COK Parks & Recreation	Eastgate Park Walking Path Renovation	
	2	\$90,500	COK Parks & Recreation	Underwood Park Swing Upgrade	
	3	\$220,000	COK Public Works	Juniper St. Sidewalk	
		\$390,500			
Public Service (15% Cap)	3	\$10,000	Elijah Family Homes	Transition to Success Case Management	
	4	\$30,000	Senior Life Resources	Meals on Wheels	
	5	\$22,500	ARC of Tri-Cities	Therapeutic Recreation Scholarships	
	6	\$20,000	COK Parks & Recreation	Youth Scholarships	
		\$82,500			
			15% PS Cap = \$82,500		
		\$473,000	TOTAL		

HUD Guesstimate Entitlement	\$550,000
Estimated Program Income	\$ 25,000
Previous Year Funds Available*	<u>\$74,095</u>
SUBTOTAL	\$649,095

Admin (20% cap)	(\$110,000)
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Total Amount Available \$539,095

*Unallocated funds from 2022/2023

Council Agenda Coversheet 	Agenda Item Number: 6.b. Agenda Item Type: Ordinance Subject: Ordinance 6039: Mid-Biennium Review & Budget Adjustment Department: Finance Ord/Reso # 6039 Contract # Project # Permit #	Council Date: 11/21/2023 Category: Ordinance/Reso Public Mtg / Hrg
<u>Recommendation</u> Staff recommends that Council hold a public hearing, take testimony on the mid-biennium review, and adopt the Ordinance 6039. <u>Motion for Consideration</u> I move to adopt Ordinance 6039. <u>Summary</u> State law requires that the City prepare a mid-biennium budget review and modification between September 1st and December 31st of the first year of the biennium. The mid-biennium review of the City's financial position was presented at the November 14th workshop meeting and this budget adjustment serves to fulfill that requirement. The budget adjustment ordinance provides an opportunity to formally appropriate items previously approved by Council and to bring matters of special interest to Council's attention. It may also be used to update revenue estimates and appropriate for unanticipated expenditures. This is the second adjustment to the City's 2023/2024 biennial budget. Significant items include: - To appropriate a grant from the Washington State Criminal Justice Training Commission to administer the State's Basic Law Enforcement Academy program. - To appropriate for costs incurred for a contract interim Human Resources Director and the recruitment of a new permanent Human Resources Director. - To appropriate for a 3-year rifle purchase program for the Kennewick Police Department. - To appropriate for unexpected increases in the City's liability insurance premiums through the Washington Cities Insurance Authority (WCIA) risk pool. - To appropriate for a temporary (3-year) Information Technology (IT) position for cyber security support and succession planning in the Management Services Department. - To appropriate the allocation of City American Rescue Plan Act (ARPA) funds for HVAC system upgrades at the Toyota Center and the purchase of a pumper truck for the Kennewick Fire Department. - To appropriate for a turf replacement project at the Southridge Sports and Events Complex ball fields. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> Total increase in appropriations of \$1,148,199 to the City's 2023/2024 adjusted biennial budget, which represents a 0.2% increase to the current adjusted biennial budget overall. The majority of the proposed increase is attributable to unexpected increases in liability insurance premiums and claims.		
<u>Attachments:</u> 1. Ordinance 2. Budget Adjustment 3. Budget Summary		

CITY OF KENNEWICK
ORDINANCE NO. 6039

AN ORDINANCE PROVIDING FOR MODIFICATION OF THE 2023/2024
BIENNIAL BUDGET

WHEREAS, KMC 3.05.130 requires a mid-biennium review of the City's biennial budget; and

WHEREAS, the City Manager has prepared the proposed budget modifications; and

WHEREAS, notice of a public hearing on the proposed amendment was published and a public hearing was held at a regular meeting of the City Council on November 21, 2023; NOW, THEREFORE,

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 2023 that were not foreseeable at the time of preparing the 2023/2024 biennial budget and it is necessary to make appropriations as set forth below and to adjust certain fund income not forecast for 2023/2024, and to make expenditures and changes as designated below, and the following funds shall be changed as follows:

General Fund	\$224,132
Bi-Pin Operations Fund	8,585
CSLFRF Fund	(2,200,000)
Capital Improvement Fund	(35,057)
Coliseum Fund	1,000,000
Columbia Park Golf Course Fund	37,195
Water & Sewer Fund	(321,156)
Equipment Rental Fund	1,280,000
Risk Management Fund	<u>1,154,500</u>
Total Increase in Appropriations	<u>\$1,148,199</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 21st day of November, 2023, and signed in authentication of its passage this 21st day of November, 2023.

Attest:

GRETLE J. CRAWFORD, Mayor Pro Tem

ORDINANCE NO. 6039 filed and recorded
in the office of the City Clerk of the City of
Kennewick Washington, this 22nd day of
November, 2023

KRYSTAL TOWNSEND, Deputy City Clerk

Approved as to Form:

LISA BEATON, City Attorney

KRYSTAL TOWNSEND, Deputy City Clerk

DATE OF PUBLICATION _____

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
GENERAL FUND REVENUES						
001070	334002	Criminal Justice Comm Grant	\$ -	\$ 150,000	\$ 150,000	Grant received from CJTC for Academy Administrator.
001070	342106	Police Outside Employ Chrgs	61,000	47,280	108,280	Reimbursement for instructors from KPD for Pasco Police Academy.
001080	342201	Fire Protection Services	-	26,852	26,852	Fire related IMT, SEWSOG & Water Follies Reimbursements.
Net Increase (Decrease) in Revenues				<u>\$ 224,132</u>		
GENERAL FUND EXPENDITURES						
CITY ATTORNEY						
<i>Legal Services</i>						
A1594150	564010	Software	\$ -	\$ 37,900	\$ 37,900	Prosecutor By Karpel software purchase.
Total City Attorney				<u>37,900</u>		
FINANCE DEPARTMENT						
<i>Human Resources</i>						
B2518100	541005	Contractual/Consulting Services	-	62,100	62,100	Appropriate for contracted Interim HR Director.
B2518100	541008	Advertising Expense	87,000	32,000	119,000	Appropriate for HR Director recruitment expenses.
B2518100	543002	Travel & Training Expense	20,000	8,400	28,400	Appropriate for reimbursed travel costs for the contracted HR director.
Total Finance				<u>102,500</u>		
CITY MANAGER						
<i>City Council</i>						
C1511600	535001	Small Tools and Minor Equip	-	2,800	2,800	Privacy screens for presenter tables in workshop location.
C1511600	541005	Contractual/Consulting Svcs	12,000	34,000	46,000	Nationwide search for City Manager.
Total City Manager				<u>36,800</u>		
FIRE DEPARTMENT						
<i>IMT Reimbursement</i>						
F1522240	512000	Overtime	-	31,360	31,360	Appropriate for Fire Incident Mgt and Special Ops Team OT.
<i>Fire Facilities</i>						
F1522500	531003	Repair/Maintenance Supplies	15,371	11,942	27,313	FS #2 alerting system repairs to ensure reliable 911 responses.
Total Fire				<u>43,302</u>		
PARKS AND RECREATION DEPARTMENT						
<i>General Parks Facilities</i>						
K2576810	545001	Rentals/Leases of Equipment	15,000	16,000	31,000	Appropriate for long term rental of Turf Tank robot for field striping.
K2576900	541005	Contractual/Consulting Svcs	214,550	(16,000)	198,550	" " " " "
Total Parks/Rec				<u>-</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
POLICE DEPARTMENT						
<i>Patrol</i>						
L1521710	512000	Overtime	344,498	47,280	391,778	OT for KPD instructors for the Pasco Police Academy.
L1521710	512000	Overtime	391,778	150,000	541,778	OT for KPD Administrator for the Academy.
L1521710	535001	Small Tools and Minor Equip	100,100	114,100	214,200	Appropriate for 3-year rifle purchase program.
Total Police				311,380		
MANAGEMENT SERVICES DEPARTMENT						
<i>Information Technology</i>						
M3518800	511000	Salaries and Wages	2,978,721	120,750	3,099,471	3-yr contracted position for cyber security support/succession planning.
M3518800	520001	Social Security (FICA)	219,409	9,240	228,649	" " " " "
M3518800	520002	Industrial Insurance	9,226	350	9,576	" " " " "
M3518800	520003	Retirement	309,259	7,680	316,939	" " " " "
M3518800	520007	WA Family Leave	4,472	260	4,732	" " " " "
M3518800	520011	Medical Insurance	581,307	28,740	610,047	" " " " "
M3518800	520013	Life Insurance	9,492	220	9,712	" " " " "
M3518800	520014	Dental Insurance	35,848	1,460	37,308	" " " " "
M3518800	520015	Long Term Disability Insurance	11,990	470	12,460	" " " " "
M3518800	520016	Vision Insurance	5,878	280	6,158	" " " " "
M3518800	535001	Small Tools and Minor Equip	3,000	6,000	9,000	" " " " "
Total Mgmt Svcs				175,450		
NON-DEPARTMENTAL						
<i>Transfers Out</i>						
Z1597100	500006	Transfer to Risk Management	2,450,000	625,000	3,075,000	Appropriate for increased liability insurance costs.
Total Non-Deptl				625,000		
Z1508900	500000	Ending Fund Balance	11,632,643	(1,108,200)	10,524,443	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations				\$ 224,132		
BI-PIN OPERATIONS FUND						
106000	341803	Computer Operations	\$ 2,080,161	\$ 8,585	\$ 2,088,746	Appropriate for increased liability insurance costs.
Net Increase (Decrease) in Revenues				\$ 8,585		
M4521100	546001	Insurance Expense	\$ 11,200	\$ 8,585	\$ 19,785	Net impact on ending fund balance.
Net Increase (Decrease) in Appropriations				\$ 8,585		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
COMMUNITY DEVELOPMENT FUND						
M5565100	549024	Unallocated Grant Proceeds	\$ 54,835	\$ 45,339	\$ 100,174	Unspent CDBG/CV grant funds to be awarded next cycle.
M5571100	549027	Youth Scholarship Program	35,000	(10,282)	24,718	Award reduction to meet 15% public service cap.
M5597100	500015	Transfer to Capital Imprv Fund	1,647,245	(22,377)	1,624,868	Canal Dr sidewalks completed under budget.
M5597100	500015	Transfer to Capital Imprv Fund	1,624,868	(28,018)	1,596,850	Solar lighting project completed under budget.
M5597100	500015	Transfer to Capital Imprv Fund	1,596,850	15,338	1,612,188	Award for Community Center Security Enhancements.
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
CRIMINAL JUSTICE SALE TAX FUND						
L2521710	535001	Small Tools and Minor Equip	\$ 55,000	\$ 22,900	\$ 77,900	Appropriate for 3-year rifle purchase program.
L2508300	500000	Ending Fund Balance	1,777,353	(22,900)	1,754,453	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
CSLFRF FUND						
119000	331017	CSLFRF - ARPA Funds	\$ 3,252,032	\$ (1,000,000)	\$ 2,252,032	Reclass ARPA revenue to Coliseum Fund for HVAC project.
119000	331017	CSLFRF - ARPA Funds	2,252,032	(1,200,000)	1,052,032	Reclass ARPA revenue to Equipment Rental Fund for pumper truck.
		Net Increase (Decrease) in Revenues		<u>\$ (2,200,000)</u>		
K3518201	548065	Facility Maint/Improvements	\$ 433,902	\$ 45,000	\$ 478,902	Appropriate for HVAC projects for existing library and KPD.
K3576801	548066	Field Restoration	245,790	(245,790)	-	Eliminate field restoration project that will not be completed.
R6508300	500000	Ending Fund Balance	2,027,920	(1,999,210)	28,710	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ (2,200,000)</u>		
CAPITAL IMPROVEMENT FUND						
300000	397023	Transfer fm Community Dev Fund	\$ 1,647,245	\$ (22,377)	\$ 1,624,868	Canal Dr sidewalks completed under budget.
300000	397023	Transfer fm Community Dev Fund	1,624,868	(28,018)	1,596,850	Solar lighting project completed under budget.
300000	397023	Transfer fm Community Dev Fund	1,596,850	15,338	1,612,188	Award for Community Center Security Enhancements.
		Net Increase (Decrease) in Revenues		<u>\$ (35,057)</u>		
<i>Land and Facilities</i>						
K3576800	548064	Deferred Maintenance Program	\$ 762,000	\$ 84,155	\$ 846,155	Appropriate for Lawrence Scott Park lift station replacement.
K3576800	548064	Deferred Maintenance Program	846,155	(5,865)	840,290	Provide for COVID-19 barrier construction costs above CDBG-CV award.
K3594730	562035	Community Center	-	15,338	15,338	CDBG-CV award for Community Center Security Enhancements.
K3594760	562038	Southridge Complex Improvements	180,000	1,450,000	1,630,000	To appropriate for turf replacement at Southridge complex.
K3594760	562044	LSC Pickleball Courts	378,998	81,300	460,298	To appropriate for Pickleball project contingency and change orders.
K3594760	562045	COVID-19 Barrier Upgrade	52,000	5,865	57,865	Appropriate COVID-19 barrier construction costs above CDBG-CV award.
K3594760	562046	Dog Park Project	225,000	(225,000)	-	Reclassify Dog Park budget to PIF expense.

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account	Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
CAPITAL IMPROVEMENT FUND (Continued)					
<i>Information Systems Services</i>					
M6594180 562050	Council Chambers Technology Improvements	-	65,000	65,000	Hardwire workstations at the Council dais to resolve connectivity issues.
<i>Streets</i>					
P4595610 563069	Miscellaneous ADA Improvements	903,060	(22,377)	880,683	Canal Dr sidewalks completed under budget.
P4595610 563093	Union/Edison Solar Lighting	192,185	(28,018)	164,167	Solar lighting project completed under budget.
<i>Park Impact Fees</i>					
K5594761 563074	Park Impact Fee Srvc Area 1W	188,112	225,000	413,112	Reclassify Dog Park budget to PIF expense.
P4508500 500000	Ending Fund Balance	25,467,967	(1,680,455)	23,787,512	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ (35,057)</u>		
MEDICAL SERVICES FUND					
F2522100 546001	Insurance Expense	\$ 544,705	\$ 47,350	\$ 592,055	Appropriate for increased liability insurance costs.
F2522500 531003	Repair/Maintenance Supplies	40,646	11,942	52,588	Appropriate for FS #2 alerting system repairs to ensure reliable 911 responses.
F2508800 500000	Ending Working Capital	9,452,783	(59,292)	9,393,491	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
BUILDING SAFETY FUND					
N3524200 546001	Insurance Expense	\$ 91,331	\$ 13,930	\$ 105,261	Appropriate for increased liability insurance costs.
N3508800 500000	Ending Working Capital	2,740,398	(13,930)	2,726,468	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
COLISEUM FUND					
404000 331017	CSLFRF - ARPA FUNDS	\$ -	<u>\$ 1,000,000</u>	\$ 1,000,000	Appropriate ARPA revenue for HVAC project.
	Net Increase (Decrease) in Revenues		<u>\$ 1,000,000</u>		
Q1594750 563073	Other Improvements	\$ 700,000	<u>\$ 1,000,000</u>	\$ 1,700,000	Appropriate for replacement of HVAC system at the Coliseum.
	Net Increase (Decrease) in Appropriations		<u>\$ 1,000,000</u>		
STORMWATER FUND					
S1531500 546001	Insurance Expense	\$ 102,627	\$ 6,100	\$ 108,727	Appropriate for increased liability insurance costs.
S1508800 500000	Ending Working Capital	353,329	(6,100)	347,229	Net impact on ending fund balance.
	Net Increase (Decrease) in Appropriations		<u>\$ -</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
COLUMBIA PARK GOLF COURSE FUND						
406000	308800	Beginning Working Capital	\$ -	\$ 37,195	\$ 37,195	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		<u>\$ 37,195</u>		
K6508800	500000	Ending Working Capital	\$ -	\$ 37,195	\$ 37,195	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 37,195</u>		
WATER/SEWER FUND						
410000	308800	Beginning Working Capital	\$ 25,838,059	\$ (321,156)	\$ 25,516,903	Adjust beginning fund balance to actual.
		Net Increase (Decrease) in Revenues		<u>\$ (321,156)</u>		
<i>Water/Sewer General Admin</i>						
W1538100	546001	Insurance Expense	\$ 694,674	\$ (41,370)	\$ 653,304	Appropriate for decreased liability insurance costs.
W1508800	500000	Ending Working Capital	27,878,989	(279,786)	27,599,203	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ (321,156)</u>		
EQUIPMENT RENTAL FUND						
501000	331017	CSLFRF - ARPA Funds	\$ 2,085,000	\$ 1,200,000	\$ 3,285,000	Appropriate ARPA revenue for KFD pumper truck purchase.
501000	397006	Transfer fm Risk Mngmt Fund	562,280	80,000	642,280	Totalled KPD vehicle funded with insurance proceeds.
		Net Increase (Decrease) in Revenues		<u>\$ 1,280,000</u>		
M7548680	535006	Minor Equipment&Modifications	\$ -	\$ 14,000	\$ 14,000	KPD vehicle wraps.
M7548680	536002	Computer Hardware/Printers	-	180,000	180,000	Reclassify MDTs to supplies.
M7548680	536002	Computer Hardware/Printers	180,000	80,000	260,000	Reclass portion of MDTs to ARPA funded purchase.
M7594180	564008	Transportation Equipment	8,616,325	(260,000)	8,356,325	Reclassify MDTs to supplies.
M7594180	564008	Transportation Equipment	8,356,325	64,000	8,420,325	Appropriate for tractor/mower purchase.
M7594180	564008	Transportation Equipment	8,420,325	(64,000)	8,356,325	Savings on other fleet capital purchases.
M7594180	564008	Transportation Equipment	8,356,325	80,000	8,436,325	Reclass replacement of totaled KPD vehicle to insurance proceeds.
M7594180	564008	Transportation Equipment	8,436,325	(80,000)	8,356,325	Reclass replacement of totaled KPD vehicle from ARPA funding.
M7594180	564008	Transportation Equipment	8,356,325	1,200,000	9,556,325	Appropriate for purchase of pumper truck for KFD.
M7508800	500000	Ending Working Capital	6,191,672	66,000	6,257,672	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 1,280,000</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
RISK MANAGEMENT FUND						
503000	341413	Risk Mngmt-Medical Services	\$ 673,995	\$ 47,350	\$ 721,345	Appropriate for increased liability insurance costs.
503000	341414	Risk Mngmt Services-Coliseum	278,681	21,600	300,281	Appropriate for increased liability insurance costs.
503000	341415	Risk Mngmt Services-W/S	771,457	(41,370)	730,087	Appropriate for decreased liability insurance costs.
503000	341416	Risk Mngmt Services-Bi-Pin	17,895	1,890	19,785	Appropriate for increased liability insurance costs.
503000	341418	Risk Mngmt Services-Bldg Safty	113,380	13,930	127,310	Appropriate for increased liability insurance costs.
503000	341419	Risk Mngmt Services-Stormwater	71,922	6,100	78,022	Appropriate for increased liability insurance costs.
503000	372001	Insurance Claim Recoveries	534,000	480,000	1,014,000	Insurance proceeds for totaled KPD vehicle and CP bathroom.
503000	397001	Transfer fm General Fund	2,450,000	625,000	3,075,000	Appropriate for unexpected self insured insurance cost increases.
		Net Increase (Decrease) in Revenues		<u>\$ 1,154,500</u>		
B6519000	546001	Insurance Expense	\$ 3,709,912	\$ 474,500	\$ 4,184,412	Appropriate for increased liability insurance costs.
B6519000	546007	Self-Insured Retention Pmts	150,000	600,000	750,000	Appropriate for unexpected self insured insurance cost increases.
B6597100	500014	Transfer to Equip Rental Fund	562,280	80,000	642,280	Insurance proceeds for totaled KPD vehicle.
		Net Increase (Decrease) in Appropriations		<u>\$ 1,154,500</u>		
BI-COUNTY POLICE INFO NETWORK FUND (information only)						
J3518810	541005	Contractual/Consulting Svcs	\$ 2,080,161	\$ 8,585	\$ 2,088,746	Appropriate for increased liability insurance costs.
J3594180	564015	New RMS/JMS System	227,955	454,556	682,511	Carryover capital project balance from 21/22 .
J3508100	500000	Ending Working Capital	1,422,580	(463,141)	959,439	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ -</u>		
METRO LNCP GRANT FUND (information only)						
641000	333008	Drug Task Force Grant	\$ 355,060	\$ (73,476)	\$ 281,584	Adjust budget to reflect FY 23-24 balance.
		Net Increase (Decrease) in Revenues		<u>\$ (73,476)</u>		
J4521230	511000	Salaries and Wages	\$ 256,859	\$ (65,407)	\$ 191,452	Adjust budget to reflect FY 23-24 balance.
J4521230	520025	Personnel Benefits - Regular	65,156	(8,069)	57,087	" " "
J4521230	535001	Small Tools and Minor Equip	33,045	(15,000)	18,045	TruNarc Unlimited purchase w/ 3 year warranty.
J4594210	564003	Machinery & Equipment	-	15,000	15,000	TruNarc Unlimited purchase w/ 3 year warranty.
		Net Increase (Decrease) in Appropriations		<u>\$ (73,476)</u>		

CITY OF KENNEWICK
Budget Adjustment Ordinance No. 6039

BARS Account		Account Title	Adopted Budget	Proposed Adjustment	Amended Budget	Explanation
METRO DRUG FORFEITURE FUND (information only)						
642000	361101	Investment Interest	\$ 4,000	\$ 23,586	\$ 27,586	Adjust budget to reflect FY 23-24 balance.
642000	369301	State/Locl-Conf/Forfeit Prprty	20,000	21,341	41,341	" " "
642000	369302	Auctions-Conf/Forfeit Prpty	20,000	35,680	55,680	" " "
642000	369303	Federal-Conf/Forfeit Prpty	-	45,089	45,089	" " "
642000	369401	Judgements & Settlements	10,000	(3,376)	6,624	" " "
642000	369900	Miscellaneous Revenue	900	(446)	454	" " "
642000	386001	State Remittances - 10%	4,400	6,403	10,803	" " "
		Net Increase (Decrease) in Revenues		<u>\$ 128,277</u>		
J5521230	512000	Overtime	\$ 30,000	\$ 1,218	\$ 31,218	Adjust budget to reflect FY 23-24 balance.
J5521230	520026	Personnel Benefits - Overtime	-	2,171	2,171	" " "
J5521230	531001	Office Supplies	4,000	885	4,885	" " "
J5521230	531002	Operating Supplies	5,000	(4,673)	327	" " "
J5521230	532001	Gasoline	1,500	(750)	750	" " "
J5521230	535001	Small Tools and Minor Equip	8,000	1,520	9,520	" " "
J5521230	535007	Small Tools/Equipment-Grant/FF	-	27,627	27,627	" " "
J5521230	541034	BI-PIN Services	2,700	(743)	1,957	" " "
J5521230	541092	Professional Services	8,000	2,443	10,443	" " "
J5521230	542001	Telephone Charges	5,000	(1,340)	3,660	" " "
J5521230	542005	Postage Expense	1,500	(608)	892	" " "
J5521230	543002	Travel & Training Expense	11,500	2,273	13,773	" " "
J5521230	545014	Vehicle Rental	500	(250)	250	" " "
J5521230	546001	Insurance Expense	5,000	(2,500)	2,500	" " "
J5521230	548002	Repair/Maintenance Equipment	1,500	131	1,631	" " "
J5521230	549002	Printing & Binding	1,000	(500)	500	" " "
J5521230	549040	Confidential Funds	100,000	(42,490)	57,510	" " "
J5586000	549075	Asset Forfeiture-State Remitt	4,400	6,402	10,802	" " "
J5508100	500000	Ending Working Capital	467,992	137,461	605,453	Net impact on ending fund balance.
		Net Increase (Decrease) in Appropriations		<u>\$ 128,277</u>		

CITY OF KENNEWICK
SUMMARY OF 2023/2024 BIENNIAL BUDGET ADJUSTMENTS

	Original Biennial Budget	Ord. #6020 Adjustment (5/23)	Ord. #6039 Adjustment (11/23)	Amended Biennial Budget
GENERAL GOV'T OPERATIONS				
General Fund	\$ 121,188,416	\$ 8,396,424	\$ 224,132	\$ 129,808,972
Street Fund	5,545,461	-	-	5,545,461
Subtotal	126,733,877	8,396,424	224,132	135,354,433
CAPITAL PROJECTS				
Urban Arterial Street Fund	3,170,000	7,780,225	-	10,950,225
Capital Improvement Fund	53,834,300	17,347,040	(35,057)	71,146,283
ENTERPRISE & INTERNAL SERVICE				
Water and Sewer Fund	105,475,231	29,034,728	(321,156)	134,188,803
Medical Services Fund	35,204,879	6,148,438	-	41,353,317
Building Safety Fund	5,883,000	1,264,686	-	7,147,686
Coliseum Fund	9,326,400	(17,156)	1,000,000	10,309,244
Stormwater Utility Fund	6,965,250	1,058,367	-	8,023,617
Columbia Park Golf Course Fund	956,000	-	37,195	993,195
Equipment Rental Fund	15,516,451	3,680,627	1,280,000	20,477,078
Central Stores Fund	693,087	4,432	-	697,519
Risk Management Fund	6,244,944	954,981	1,154,500	8,354,425
DEBT SERVICE				
Debt Service Fund	7,498,598	-	-	7,498,598
LID Guaranty Fund	39,500	4,014	-	43,514
SPECIAL REVENUE				
Arterial Street Fund	8,000,000	-	-	8,000,000
BI-PIN Operations Fund	2,080,161	-	8,585	2,088,746
Community Development Fund	1,873,600	710,706	-	2,584,306
Asset Forfeiture Fund	241,000	7,952	-	248,952
Public Safety Fund	4,769,250	-	-	4,769,250
Cash Reserve Fund	3,200,000	14,006	-	3,214,006
Lodging Tax Fund	5,584,500	3,449	-	5,587,949
Criminal Justice Sales Tax Fund	8,258,000	546,156	-	8,804,156
HIDTA Fiduciary Program Fund	4,000,000	-	-	4,000,000
CSLFRF Fund	2,296,640	955,392	(2,200,000)	1,052,032
FIDUCIARY TRUST FUNDS				
Fire Pension Fund	1,436,000	5,386	-	1,441,386
OPEB Trust Fund	6,221,600	5,674	-	6,227,274
Total	\$ 425,502,268	\$ 77,905,527	\$ 1,148,199	\$ 504,555,994

Ordinance #6020 (5/23) adjusts estimated beginning fund balances to actual and appropriates for 2021/22 carry overs, the City's additional share of animal control costs, debt service on PWTF loan for AMR, and additional fleet replacement costs.

Ordinance #6039 (11/23) is the mid-biennium budget adjustment.

Council Agenda Coversheet	Agenda Item Number: 6.c. Agenda Item Type: Ordinance Subject: Ordinance 6040: Property Tax Levy 2024 Department: Finance Ord/Reso # 6040 Contract # Project # Permit #	Council Date: 11/21/2023 Category: Public Mtg / Hrg Ordinance/Reso
		

Recommendation

Staff recommends that Council hold a public hearing, take testimony on the property tax levy for 2024, and adopt the 2024 property tax levy under Ordinance 6040.

Motion for Consideration

I move to adopt Ordinance 6040.

Summary

Ordinance 6040 establishes the City's annual property tax levy for 2024. As discussed at the November 14th City Council workshop, the proposed 2024 levy ordinance is based on preliminary assessed valuation (AV) information provided by the Benton County Assessor on November 3rd and results in a proposed 2024 levy of \$15,398,785, which would be an increase of \$501,734 from the prior year's levy. Of this total increase, \$304,393 is attributable to new construction and annexation value added to the City's tax rolls for the year and \$46,753 is attributable to one-time administrative refunds that the City is allowed to add to the 2024 levy for taxes that became uncollectible do to exemptions or cancelations that were approved after the 2023 levy was finalized. The remaining increase of \$150,588 is attributable to a 1% increase from the prior year's (base) levy as authorized under state law.

Based on information provided by the County Assessor's Office on November 3rd, the City's assessed value increased by approximately \$2 billion for the year to just over \$11.6 billion. This increase includes \$196.5 million in new construction value, \$37 thousand in annexation value, and \$1.8 billion from the revaluation of existing properties within Kennewick, which represents an 18.8% increase in the value of those properties.

Based on the proposed 2024 levy and current estimated AV, the proposed levy rate for 2024 would be \$1.33 per \$1,000 of AV, or a reduction of approximately 22¢ per thousand of AV when compared to the prior year. For the owner of a \$400,000 home in Kennewick, assuming the home experienced the average 18.8% increase in AV for the year and applying the estimated levy rate of \$1.33 for 2024, the amount of property tax paid to the City would increase by \$9.97 in 2024, or approximately 83¢ per month.

As is the case every year, staff will finalize the levy with the County in January of 2024 based on the final AV amounts provided and the intent of this ordinance.

Alternatives

None recommended. Council could adopt the property tax levy ordinance without the 1% change to the base levy allowed under state law and initially approved by voters under Initiative 747.

Fiscal Impact

The 2024 property tax levy is estimated to generate a total of \$15,398,785 in revenue. Of this amount, \$67,000 would be allocated to the City's Fire Pension Fund and an estimated \$630,000 would be allocated to the Capital Improvement Fund and be used for a portion of the debt service for the bonds issued as part of the City's Local Revitalization Financing (LRF) program in Southridge as required by state law. The remaining \$14,701,785 would be allocated to the City's General and Street Funds.

Attachments:

1. Ordinance
2. Schedule I
3. Schedule II
4. Schedule III
5. Schedule IV
6. Schedule V

CITY OF KENNEWICK
ORDINANCE NO. 6040

AN ORDINANCE PROVIDING FOR A PROPERTY TAX LEVY IN THE
CITY OF KENNEWICK FOR THE YEAR 2024 IN ACCORD WITH STATE
LAW

WHEREAS, the City Manager has provided the City Council with updated information on the financial resources available in the 2023/2024 biennial budget as submitted by the Treasurer at the November 14, 2023, Council workshop; and

WHEREAS, the City Council and City Manager have considered the City's anticipated financial requirements for the remaining fiscal biennium and the ensuing year; and

WHEREAS, notice of a hearing on the proposed property tax levy was published and a public hearing was held at a regular meeting of the Kennewick City Council on the 21st day of November, 2023; and

WHEREAS, the City's actual general operating levy amount from the previous year, excluding the amount to be refunded under RCW 84.55.070, was \$14,897,051; and

WHEREAS, the population of the City is more than 10,000; NOW, THEREFORE,

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

Section 1. A tax for the following sums of money, or as much thereof as may be authorized by law, including all previously certified totals that may have been adjusted according to RCW 84.56.430, to defray the expenses and liabilities of the City of Kennewick, be, and the same is hereby levied for the purpose specified against all taxable property in the City for the fiscal year 2024 which includes a 1.0101% increase over the actual operating levy amount from the previous year:

General Operating Levy:

Base Levy	\$ 14,980,639
New Construction, State Utilities and Annexations	304,393*
Administration Refunds	46,753
Firemen's Pension Fund	<u>67,000</u>

TOTAL **\$15,398,785**

*Or at the final amount determined by the County Assessor.

Section 2. The Treasurer shall certify this ordinance to the Benton County Commissioners as required by RCW 84.52.020.

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 21st day of November, 2023, and signed in authentication of its passage this 21st day of November, 2023.

Attest:

GRETLE J. CRAWFORD, Mayor Pro Tem

ORDINANCE NO. 6040 filed and recorded
in the office of the City Clerk of the City of
Kennewick Washington, this 22nd day of
November, 2023

KRYSTAL TOWNSEND, Deputy City Clerk

Approved as to Form:

LISA BEATON, City Attorney

KRYSTAL TOWNSEND, Deputy City Clerk

DATE OF PUBLICATION _____

2024 PROPERTY TAX LEVY

2023 Tax Levy		\$14,897,051
1% Change (over highest lawful levy since 1985)	\$15,058,824	150,588
Administrative Refunds (Provided by BC Treasurer)		46,753
Additions:		
New Construction *	\$186,439,550	288,851
Increased Utility Values **	10,000,000	15,493
	<u>196,439,550</u>	
x 2023 Tax Rate	<u>1.5493</u>	304,344
Annexation Calculation:		
Total Regular Levy (base, 1% & new construction)	15,351,983	
Valuation of original district (w/o annexations)	<u>11,620,816,689</u>	
Rate to apply to Annexations	1.321076	
Annexations *	37,050	<u>49</u>
2024 Levy Amount		<u><u>\$15,398,785</u></u>
Preliminary Taxable Value*:		<u><u>\$11,620,853,739</u></u>

Property Tax Distribution		
	<u>2024 Levy</u>	<u>2024 Tax Rate</u>
Operating Levy:		
General Fund	\$14,701,785	\$1.2651
CIP Fund - LRF Program	630,000	0.0542
Fire Pension	<u>67,000</u>	<u>0.0058</u>
Total	<u><u>\$15,398,785</u></u>	<u><u>\$1.3251</u></u>

* Preliminary values per Benton County Assessor dated 11/3/2023.

** Estimated at \$10M of added assessed value (AV). Final state AV will not be available until the 2024 levy is finalized in January of 2024.

ASSESSED VALUATION
(in \$1,000s)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Projected* 2024
Assessed Valuation	\$5,061,564	\$5,203,490	\$5,330,559	\$5,403,889	\$5,617,282	\$5,794,192	\$5,933,111	\$6,630,200	\$7,319,088	\$7,734,837	\$8,429,184	\$9,615,365
New Construction	90,516	122,448	86,175	130,508	116,328	95,626	83,294	158,690	199,301	120,864	193,457	186,440
Annexations	-	-	-	5,000	-	-	-	-	1,299	-	2,906	37
Utilities	(4,882)	(3,976)	1,872	(1,538)	(626)	(212)	(4,475)	7,221	1,202	-	12,919	10,000
Increase (Decrease) *	56,292	8,597	(14,717)	79,423	61,208	43,505	618,270	522,977	213,947	573,483	976,899	1,809,012
Total Valuation	<u>\$5,203,490</u>	<u>\$5,330,559</u>	<u>\$5,403,889</u>	<u>\$5,617,282</u>	<u>\$5,794,192</u>	<u>\$5,933,111</u>	<u>\$6,630,200</u>	<u>\$7,319,088</u>	<u>\$7,734,837</u>	<u>\$8,429,184</u>	<u>\$9,615,365</u>	<u>\$11,620,854</u>
* Valuation Increase	1.1%	0.2%	-0.3%	1.5%	1.1%	0.8%	10.4%	7.9%	2.9%	7.4%	11.6%	18.8%
Base Revenue Change	1.0%	1.0%	1.0%	1.0%	0.953%	1.0%	1.0%	1.0%	0.6%	1.0%	1.0%	1.0%

Levy:

General Fund Tax Levy	10,905,359	11,225,866	11,461,354	\$11,827,288	\$12,353,669	\$12,636,677	\$12,882,565	\$13,251,179	\$13,626,216	\$13,930,142	\$14,308,881	14,701,785
LRF	34,896	90,559	159,025	234,427	154,434	176,057	240,742	285,590	359,918	416,117	521,170	630,000
Firemen's Pension Fund	114,000	96,000	96,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000
Library Bond	401,000	406,000	410,000	403,000	-	-	-	-	-	-	-	-
Total	<u>\$11,455,255</u>	<u>\$11,818,425</u>	<u>\$12,126,379</u>	<u>\$12,531,715</u>	<u>\$12,575,103</u>	<u>\$12,879,734</u>	<u>\$13,190,307</u>	<u>\$13,603,769</u>	<u>\$14,053,134</u>	<u>\$14,413,259</u>	<u>\$14,897,051</u>	<u>\$15,398,785</u>

Tax Rates:

General Levy	\$2.0958	\$2.1059	\$2.1209	\$2.1055	\$2.1321	\$2.1299	\$1.9430	\$1.8105	\$1.7617	\$1.6526	\$1.4881	\$1.2651
LRF	0.0067	0.0170	0.0294	0.0417	0.0267	0.0297	0.0363	0.0390	0.0465	0.0494	0.0542	0.0542
Firemen's Pension	0.0219	0.0180	0.0178	0.0119	0.0116	0.0113	0.0101	0.0092	0.0087	0.0079	0.0070	0.0058
Subtotal General Govt	<u>2.1244</u>	<u>2.1409</u>	<u>2.1681</u>	<u>2.1592</u>	<u>2.1703</u>	<u>2.1708</u>	<u>1.9894</u>	<u>1.8587</u>	<u>1.8169</u>	<u>1.7099</u>	<u>1.5493</u>	<u>1.3251</u>
Library Bond	<u>0.0776</u>	<u>0.0766</u>	<u>0.0765</u>	<u>0.0722</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>
Total Levy	<u>\$2.2020</u>	<u>\$2.2175</u>	<u>\$2.2446</u>	<u>\$2.2314</u>	<u>\$2.1703</u>	<u>\$2.1708</u>	<u>\$1.9894</u>	<u>\$1.8587</u>	<u>\$1.8169</u>	<u>\$1.7099</u>	<u>\$1.5493</u>	<u>\$1.3251</u>

* Preliminary values per Benton County Assessor dated 11/3/2023.

2023 PROPERTY TAX RATES (Per \$1,000 Assessed Valuation)

	<u>Kennewick</u>	<u>Benton County</u>
State - Schools Parts 1 & 2	\$ 2.1741	\$ 2.1741
County	0.9370	0.9370
City - Regular Levy (Note 1)	1.5493	-
County Road	-	1.2278
Mid-Columbia Library District	0.2621	0.2621
Kennewick School District (KSD) #17 (Note 4)	1.7249	1.7249
Kennewick Hospital	0.0956	0.0956
Fire District #1	-	1.4875
Port of Kennewick	0.2401	0.2401
 Total (Note 2 & 3)	 <u>\$ 6.9831</u>	 <u>\$ 8.1491</u>

Note 1 - levy base valuation \$9,615,364,766.

Note 2 - Both City and County property is also subject to a noxious weed assessment.

Note 3 - Tax codes used as examples are K-1 and 1731.

Note 4 - KSD #17 levy rate excludes an enrichment (M&O) levy, which voters subsequently approved to resume in 2024.

Where does your tax dollar go?

School District	State	City	County	Library & Other
25%	31%	22%	13%	9%



\$1.7249

\$2.1741

\$1.5493

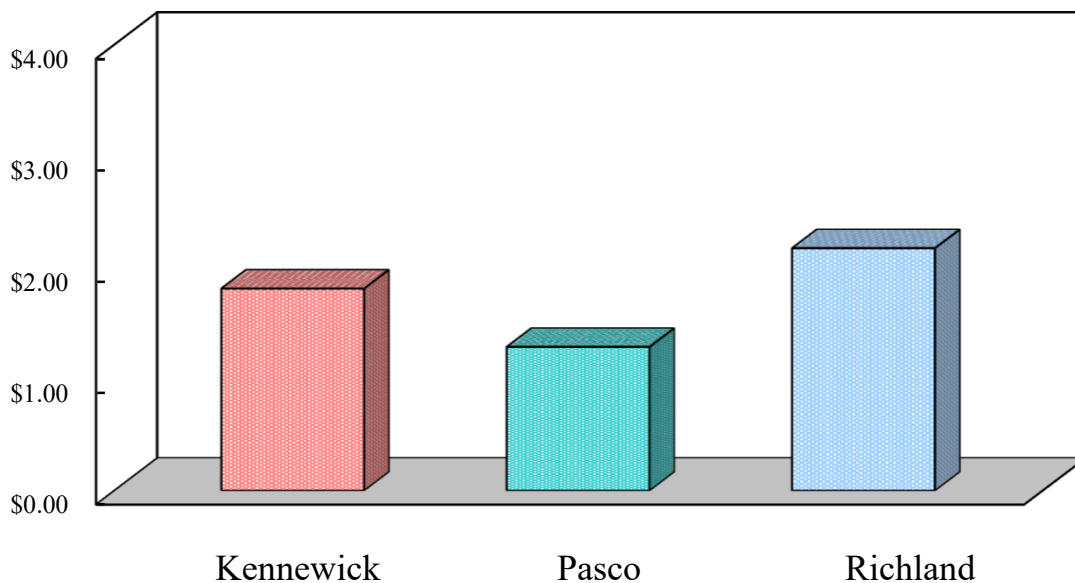
\$0.9370

\$0.5978

COMPARATIVE PROPERTY TAX RATES
Tri-Cities 2023

	<u>Kennewick</u>	<u>Pasco</u>	<u>Richland</u>
Regular Levy	\$ 1.5493	\$ 1.2875	\$ 2.0181
Voted G.O. Bonds	0.0000	0.0000	0.1552
Library District	<u>0.2621</u>	<u>0.0000</u>	<u>0.0000</u>
Total Rate Per \$1,000	<u><u>\$ 1.8114</u></u>	<u><u>\$ 1.2875</u></u>	<u><u>\$ 2.1733</u></u>

Property Tax Rate
per \$1,000 of Assessed Valuation



PROPERTY TAX RATES - ALL OVERLAPPING GOVERNMENTS
(Per \$1,000 Assessed Valuation)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
City of Kennewick:										
General Fund	\$2.1409	\$2.1681	\$2.1592	\$2.1703	\$2.1708	\$1.9894	\$1.8587	\$1.8169	\$1.7099	\$1.5493
Voted G.O. Bonds	0.0766	0.0765	0.0722	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total City	2.2175	2.2446	2.2314	2.1703	2.1708	1.9894	1.8587	1.8169	1.7099	1.5493
State	2.3194	2.3044	2.1378	2.1453	3.1670	2.7391	3.0680	2.6783	2.6301	2.1741
County	1.2831	1.2799	1.2694	1.2753	1.2788	1.1708	1.0830	1.0590	1.0114	0.9370
School District	4.9834	5.0506	5.1535	5.0190	5.0049	3.5092	3.6813	3.6953	3.6340	1.7249
Library District	0.3775	0.3728	0.3722	0.3645	0.3671	0.3443	0.3283	0.3154	0.2943	0.2621
Hospital	0.1436	0.1439	0.1394	0.1362	0.1336	0.1209	0.1130	0.1114	0.1047	0.0956
Port	0.3337	0.3337	0.3320	0.3326	0.3333	0.3068	0.2825	0.2786	0.2621	0.2401
Total	\$11.6582	\$11.7299	\$11.6357	\$11.4432	\$12.4555	\$10.1805	\$10.4148	\$9.9549	\$9.6465	\$6.9831

Council Agenda Coversheet	Agenda Item Number: 7.a. Council Date: 11/21/2023	Category: Other
	Agenda Item Type: Contract/Agreement/Lease Subject: Water Filtration Plant Miscellaneous Upgrades Department: Public Works Ord/Reso # Project # P2117-23 Contract # Permit #	
<u>Recommendation</u> Staff recommends that City Council reject the bid received for the Water Filtration Plant Misc Upgrades project. <u>Motion for Consideration</u> I move to reject the bid received for the Water Filtration Plant Miscellaneous Upgrades project. <u>Summary</u> One (1) bid was received for the Water Filtration Plant Misc Upgrades project: Pipe of Washington (POW) \$1,034,851.18 Engineer's Estimate: \$692,359.00 The Water Filtration Plant Misc Upgrades project consists of improvements to the permanganate dosing system and tank, installation of a new sedimentation basin catwalk, installation of 1 owner furnished 5,000 gallon surge tank, removal and replacement of 2 existing 8,500 gallon fiberglass reinforced plastic (FRP) chemical tanks with 2 owner furnished tanks, removal and replacement of 4 existing 5,000 gallon FRP chemical storage tanks with 4 owner furnished tanks, and other miscellaneous work as described in the project plans. State law requires that we award contracts to a responsible bidder with the lowest responsive bid but also allows the Agency to reject bids if they are significantly over budget. Consistent with previous bid reviews and awards where a single bid was received and was significantly higher than the engineer's estimate, staff recommends Council reject the single bid, make minor revisions to the plans to improve bid-ability, and re-advertise immediately for a longer duration. <u>Alternatives</u> Award the contract to POW. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Memo 2. Bid Tab		



Memorandum

Public Works

To: Cary M. Roe, P.E.
Public Works Director
John A. Cowling, P.E.
Deputy Public Works Director

From: Jeremy J. Lustig, PE
Utility Services Manager

Date: 11/14/23

Subject: P2117-23, Water Filtration Plant Misc Upgrades project
Recommendation to Reject Bid

Description of the project and pre-procurement items

This project is for miscellaneous upgrades at the City of Kennewick's Water Treatment Plant (WTP), located at 615 E Columbia Dr. Upgrades include improvements to the permanganate dosing system and tank, installation of a new sedimentation basin catwalk, installation of 1 owner furnished 5,000 gallon surge tank, removal and replacement of 2 existing 8,500 gallon fiberglass reinforced plastic (FRP) chemical tanks with 2 owner furnished tanks, removal and replacement of 4 existing 5,000 gallon FRP chemical storage tanks with 4 owner furnished tanks, and other miscellaneous work as described in the project plans.

The majority of the work included within this project pertains to the installation of pre-procured/ owner furnished equipment.

- One (1), 5,000 gallon surge tank
 - \$681,291.38, PO issued 9/27/2023
 - Anticipated delivery late March 2024 to early April 2024
- Two (2), 8,500 gallon and four (4) 5,000 gallon FRP chemical tanks
 - \$170,115.50, PO issued 5/25/2023
 - Anticipated delivery late February 2024 to early March 2024

As depicted above the long lead items which encompass the majority of the work for this project are anticipated to be delivered between February and April of 2024.

Public Bid Opening

On November 14, 2023 at 2:00 pm, we opened one bid for the P2117 Water Filtration Plant Misc Upgrades project. The single bidder was Pipe of Washington (aka POW) at \$1,034,851.18. The one bidder submitted all of the required documents in the proposal. The Engineer's estimate for this project is \$692,359.00.

Recommendation

Consistent with previous bid reviews and awards where a single bid was received and was significantly higher than the engineer's estimate; staff recommends that the one bid be rejected, make minor revisions to the plans to improve bid-ability, and re-advertise immediately for a longer duration. Based on the anticipated delivery of the pre-procured long lead equipment the schedule will not be negatively affected.

				Engineer's Estimate		POW Contracting	
ITEM	ITEM WITH UNIT PRICE	APPROX. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 38,500.00	\$ 38,500.00	\$ 93,000.00	\$ 93,000.00
2	SPCC PLAN	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
3	TESC	1	LS	\$ 11,400.00	\$ 11,400.00	\$ 500.00	\$ 500.00
4	RECORD DRAWINGS	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
5	GENERAL DEMOLITION	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 25,000.00	\$ 25,000.00
6	CHEMICAL STORAGE DEMOLITION	1	LS	\$ 62,500.00	\$ 62,500.00	\$ 33,000.00	\$ 33,000.00
7	TRENCH SAFETY SYSTEM	201	LF	\$ 45.00	\$ 9,045.00	\$ 25.00	\$ 5,025.00
	SURGE TANK	OWNER FURNISHED			NA	\$ -	NA
8	SURGE TANK SYSTEM INSTALLATION	1	LS	\$ 162,200.00	\$ 162,200.00	\$ 216,000.00	\$ 216,000.00
9	CHEMICAL SYSTEM INSTALLATION	1	LS	\$ 134,700.00	\$ 134,700.00	\$ 239,000.00	\$ 239,000.00
	FOUR (4) 5,000 GALLON FRP TANKS	OWNER FURNISHED			NA	\$ -	NA
	TWO (2) 8,500 GALLON FRP TANKS	OWNER FURNISHED			NA	\$ -	NA
10	CHEMICAL STORAGE TANK INSTALLATION	1	LS	\$ 34,600.00	\$ 34,600.00	\$ 45,000.00	\$ 45,000.00
11	HIGH PERFORMANCE COATINGS	1	LS	\$ 53,200.00	\$ 53,200.00	\$ 113,000.00	\$ 113,000.00
12	SEDIMENTATION BASIN CATWALK	1	LS	\$ 61,700.00	\$ 61,700.00	\$ 110,000.00	\$ 110,000.00
13	ELECTRICAL AND AUTOMATIC CONTROL	1	LS	\$ 54,400.00	\$ 54,400.00	\$ 59,500.00	\$ 59,500.00
14	TESTING AND STARTUP	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 12,000.00	\$ 12,000.00
	CONSTRUCTION SUBTOTAL:				\$ 636,945.00		\$ 952,025.00
	8.7% SALES TAX:				\$ 55,414.22		\$ 82,826.18
	PROJECT TOTAL:				\$ 692,359.22		\$ 1,034,851.18

To the best of my ability, I hereby certify that this is a true and correct bid tabulation for Contract P2117-23 Water Filtration Plant Miscellaneous Upgrades Ph. 1 Project. A bid analysis was completed for unbalanced bids.


Caleb Shannon, PE Utility Services Capital Project Engineer

Council Agenda Coversheet	Agenda Item Number: 8.a. Agenda Item Type: General Business Item Subject: City Manager Recruitment Department: City Manager Ord/Reso # Project #	Council Date: 11/21/2023 Category: Other
	Contract # Permit #	
<u>Recommendation</u> To approve the profile for the City Manager recruitment. <u>Motion for Consideration</u> I move to approve the profile for the City Manager position recruitment. <u>Summary</u> During the July 25, 2023 workshop, City Manager Mosley announced her retirement date of December 31, 2023. Subsequently, at the October 3, 2023 meeting, Council approved a contract with GMP Consulting to begin the recruitment for the City Manager. GMP has met with Councilmembers and Department Heads and is recommending the attached profile to advertise for the City Manager position. If approved, GMP Consulting will begin advertising for the position the week of November 27th. They anticipate having a first review of candidates by the end of this year or shortly after the first of January 2024. <u>Alternatives</u> Modify the City Manager recruitment profile as recommended by the Council. <u>Fiscal Impact</u> N/A		
Attachments: 1. Profile		



CITY MANAGER

CITY OF KENNEWICK, WA

Why Apply?

This is a unique opportunity to join a community that has been recognized for its affordable housing, quality of schools, healthy economy, and low cost of living. The largest of Eastern Washington's Tri-Cities, Kennewick lies in the heart of Washington wine country and offers a variety of sports and recreational activities, entertainment, and the region's retail hub. The City is well-managed and has an experienced team of department directors. The next City Manager will have the opportunity to lead a service-oriented organization and work with the City Council on the next phase of growth.



Welcome to KENNEWICK

Kennewick is a vibrant city of 86,470 located in southeastern Washington along the banks of the Columbia River, about 3.5 hours from Seattle and Portland. The city is known for its affordability, relaxed-living vibe, historic downtown and waterfront district, and 300 days of sunshine each year.



Kennewick residents appreciate their city's small-town feel, abundant opportunities for outdoor recreation, and quick access and relatively little traffic to the neighboring cities. The historic downtown is home to an eclectic mix of over 140 businesses: art galleries and antique stores, diners and brewpubs, boutiques and hardware stores — including many third-generation family businesses. In 2021, this area was designated a Washington State Creative District in recognition of Kennewick's vibrant and diverse artistic community. Public art pieces range from murals and sculptures to art-wrapped utility boxes.



The City of Kennewick takes pride in the park and recreational facilities available for residents and visitors. There are 34 maintained public parks and facilities spread throughout the city totaling 855 acres, including 400 acres of green space. Because Kennewick is located alongside the junction of the Columbia, Snake, and Yakima rivers, there are ample opportunities for boating, paddle boarding, kayaking, jet skiing, or just strolling along the river.

Kennewick is part of the fast-growing Tri-Cities region — the fourth largest metropolitan area in the state. The region is home to a U.S. Department of Energy national laboratory, high-tech manufacturing firms, environmental and engineering companies, national food growers and processors, and three colleges.



Additionally, the agricultural region around the Tri-Cities has grown into a premier wine destination. With over 200 wineries in a 50-mile radius, the region has been compared to Bordeaux, France, attracting both tourism and international acclaim. The Tri-Cities airport serves the area with daily flights by major airlines.



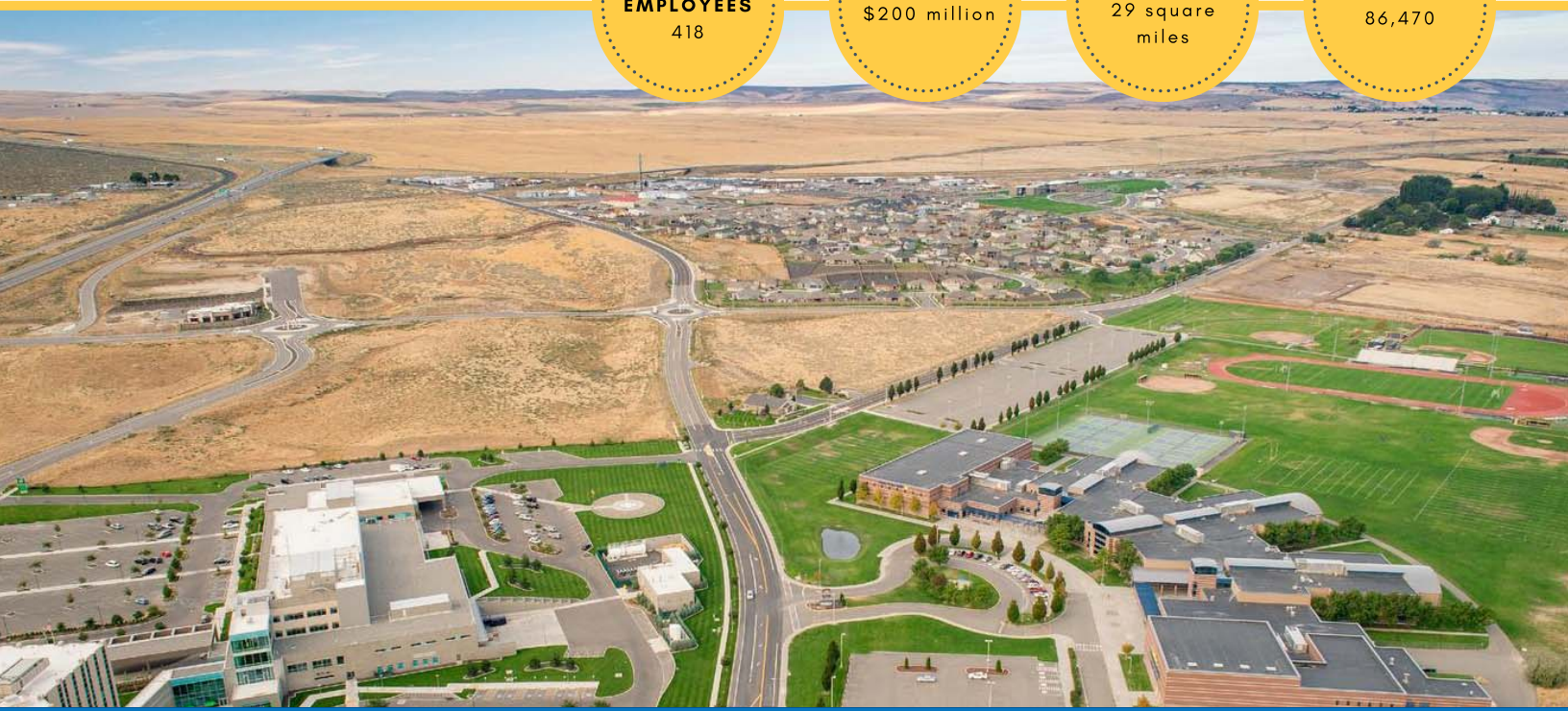
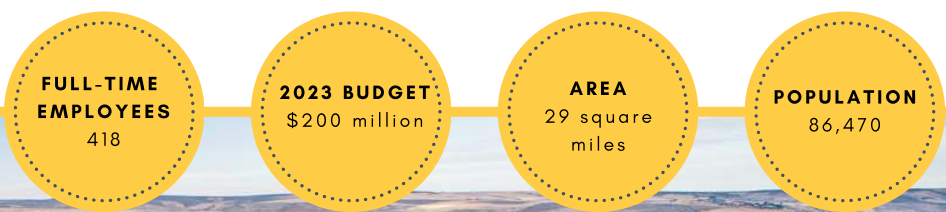
THE CITY OF KENNEWICK

Incorporated in 1904, the City of Kennewick operates under a Council-Manager form of government. The City serves a population of 86,470 with a 2023 budget of \$200 million and 418 authorized FTEs. Departments include Community Planning, City Attorney, Finance, Management Services, Fire, Police, Public Works, and Parks, Recreation, & Facilities.

The Council is comprised of seven council members, one of whom is appointed by its members to serve as Mayor for two years. Though Chair of the Council and the presiding member at weekly Council meetings, the Mayor has an equal vote with other Council members. Council members are elected by the citizens of Kennewick to serve a four-year term.

Senior staff enjoy a positive and supportive relationship with a high level of trust and excitement about the organization’s shared vision and values. A strong culture of teamwork is evident in the collaboration amongst City Departments—and with regional partners — and is viewed as essential to the City’s long-term success.

Employees are recognized as the City’s most valuable asset, rewarded for their performance, and are provided with opportunities that will help them progress in their professional careers. Staff are respected and trusted to make decisions and implement the results.



THE CITY MANAGER

Under the general direction of the City Council, the City Manager provides leadership and direction to the establishment of broad organizational goals and objectives and formulation of plans, policies and programs to attain those goals and objectives. The City Manager directs the activities of senior level managers responsible for multi-divisional departments and coordinates their activities to ensure the needs of the community are served.

THE IDEAL CANDIDATE

- An experienced professional with at least 5 years of experience as a city manager.
- Strong understanding of municipal financial policies and budget preparation.
- Effective communication skills that include transparency, listening, and responsiveness.
- A team player who brings a collaborative approach internally and externally to the City.
- Outstanding ability to develop partnerships regionally, locally, and with the state.
- Considerable experience with economic development.
- Excellent at fostering positive working relations with the City Council collectively and individually to move the City forward.
- Overall leadership qualities that enhance management skills.

EDUCATION & EXPERIENCE

This position requires a bachelor's degree in public administration or a closely related field and seven or more years of progressively responsible experience in the policy and financial planning and analysis for a municipality including three or more years of supervisory experience over professional level staff, or any combination of relevant education and experience sufficient to demonstrate the knowledge, skills and abilities to perform the job.

View job
description
[here](#)



OPPORTUNITIES & CHALLENGES

- The planning for the next City biennial budget will begin early 2024 and the City Council desires a more transparent process. Additional resources are needed to meet the next phase of City growth.
- A priority economic development project is expansion of the convention center with an adjacent hotel and mixed-use development.
- Develop a master plan for a civic center (which includes replacing City Hall and a recreation center) with financing options and a project development schedule.
- Implementation of the Parks & Recreation Comp Plan, Fire Department Standard of Cover, Economic Development Strategic Plan, and the IT Strategic Plan for the City as well as many other Council and departmental priorities.
- Develop financing, funding, and plan to address critical Infrastructure needs for the wastewater system, deferred maintenance of parks and recreation facilities, and streets.
- Fill key management positions including the Finance Director and Deputy City Manager.

RESOURCES

[City of Kennewick](#)

[City Biennial Budget 2023-2024](#)

[Comprehensive Plan 2021-2041](#)

[Visit Tri-Cities](#)



COMPENSATION & BENEFITS

The City of Kennewick is offering an annual salary range of \$200,000 to \$265,000 for this position, dependent upon experience and qualifications, along with a comprehensive [benefits](#) package.



TO APPLY

Apply Online: gmphr.com

First Review: **December 31, 2023**

More Info: Ray Corpuz, GMP Consultants
ray@gmphr.com / (831) 236-8961



Council Agenda Coversheet	Agenda Item Number: 8.b. Council Date: 11/21/2023	Category: Other
	Agenda Item Type: Contract/Agreement/Lease Subject: Interim City Manager Contract Department: City Manager Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> To approve the Interim City Manager agreement with Lisa Beaton and authorize Mayor Pro-Tem Crawford to sign the agreement. <u>Motion for Consideration</u> I move to approve the Interim City Manager agreement with Lisa Beaton and authorize Mayor Pro-Tem Crawford to sign the agreement. <u>Summary</u> During the special meeting on November 1, 2023, the City Council unanimously voted to begin negotiating a contract with Lisa Beaton for the interim City Manager position. The attached agreement has been reviewed by outside legal counsel, Kirk Ehlis, who represents the City on this matter, since our City Attorney and office could have a conflict of interest. Mr. Ehlis has reviewed and approved the agreement as to form. This agreement would be effective December 1, 2023, providing a one-month overlap with the current City Manager, Marie Mosley. The agreement is for the term of one year or until a new City Manager is appointed by Council and assumes the City Manager position or in a manner set forth in the agreement (section 7.2). The agreement sets forth the following: • Compensation & Other Financial Considerations (including benefits which are similar to what Lisa is currently entitled to receive) • Duties, including Hours of Work • Termination Clause • Ability to return to the position of City Attorney, if there is a termination of agreement without termination of employment <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> This agreement provides additional compensation for Lisa Beaton while she is in the Interim City Manager position. Over the course of six months, she will be paid a total of approximately \$10,000 more than her current salary.		
<u>Attachments:</u> 1. Agreement		

INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT BETWEEN
LISA BEATON AND THE CITY OF KENNEWICK

1. PARTIES.

1.1 This Agreement is entered into and effective as of the 21st day of November, 2023, by and between the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as “City,” and Lisa Beaton, hereinafter referred to as “Beaton,” for the purposes more fully set forth below. The City and Beaton are collectively referred to as “the Parties.”

2. RECITALS.

2.1 Beaton has been appointed by the City Council to serve as the Interim City Manager while the City Council undergoes an evaluation of the replacement for a permanent City Manager.

2.2 The City and Beaton desire to establish the terms and conditions of employment as set forth below.

3. COMMENCEMENT OF CONTRACT.

3.1 Agreements. Beaton accepts the employment conditions of this contract as Interim City Manager, effective December 1, 2023.

3.2 Term. Beaton’s appointment as Interim City Manager shall be in full force and effect until the date a permanent City Manager is appointed, the date terminated in the manner provided in this Agreement, or December 31, 2024, whichever is sooner.

4. COMPENSATION AND OTHER FINANCIAL CONSIDERATIONS.

4.1 Salary. The current salary for the Interim City Manager shall be \$220,000. Said salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. At any time during the term of this Agreement, the City Council may, in its discretion, review and adjust base salary and/or other benefits of Beaton, but in no event shall Beaton be paid less than the salary set forth above except by mutual agreement of the Parties. In addition, Beaton may be eligible for a performance-based percentage increase consistent with the year-end performance review process for non-contract city employees.

In the event this Agreement is terminated prior to December 31, 2024, Beaton shall only be entitled to the pro-rata portion of the base salary earned as of the date of termination.

4.2 Vacation Leave, Sick Leave, Holidays, and Other Fringe Benefits. Beaton shall be entitled to vacation leave, sick leave, holidays, and other fringe benefits applicable to FLSA exempt/unclassified employees in accordance with the “Compensation Plan for Non-Contract Employees,” as now existing or as amended hereafter.

4.3 Insurance, Retirement, and Other Benefits. Beaton shall be entitled to insurance, retirement, and other benefits in accordance with Compensation Plan for Non-Contract Employees, as now existing or as amended hereafter.

4.4 Vehicle Allowance. Beaton shall receive an automobile allowance in the amount of \$350 per month for compensation for the use of a personal automobile on City business.

4.5 Bonding. The City shall pay for the cost of any bonding required of Beaton.

4.6 Dues, Subscriptions, and Professional Development Expenses. The City agrees, subject to budget authorization, to pay for professional dues and subscriptions of Beaton for participation in national, regional, state, and local associations and organizations; travel and subsistence expenses of Beaton for professional and official travel, meetings, and occasions.

5. DUTIES.

5.1 Generally. Beaton shall perform all the functions and duties of Interim City Manager as set forth in the job description and as specified in the Kennewick Municipal Code, including such duties that the City Council shall from time to time assign. Beaton further agrees that this position is a managerial position and acknowledges that Beaton will occupy a position of confidentiality with the City Council. Beaton shall perform these duties faithfully, intelligently, to the best of Beaton's ability and in the City's best interest, and subject to the City Council's supervision and direction. Beaton agrees to comply with the City's policies, standards, and regulations currently in effect or as they may be amended in the future. Beaton agrees to remain in the exclusive employ of the City during the term of this Agreement.

5.2 Hours of Work. Beaton's work schedule shall generally be a minimum of forty hours per week. Beaton is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Beaton acknowledges the proper performance of the Interim City Manager's duties require Beaton to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Beaton agrees to devote such additional time as is necessary for the full and proper performance of the Interim City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted in accordance with the "Compensation Plan for Non-Contract Employees," as now existing or as amended hereafter, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

5.3 Indemnification. The City expressly agrees that it will indemnify and hold Beaton harmless from any claims, demands, suits, judgments and personal liability of any kind or nature, which claims, demands, suits, judgments, and liability arise either directly or indirectly out of the scope of Beaton's employment with the City as Interim City Manager in accordance with Chapter

2.64 of the Kennewick Municipal Code. This indemnification and hold harmless shall continue after Beaton's cession of employment as Interim City Manager but only insofar as it relates back to claims, demands, suits, judgments and liability arising either directly or indirectly out of the scope of that employment.

7. TERMINATION OF AGREEMENT OR EMPLOYMENT.

7.1 Termination of Agreement Without Termination of Employment.

7.1.1 This Agreement shall automatically terminate upon appointment of a permanent City Manager, December 31, 2024 or termination as provided in this Agreement, whichever occurs sooner.

7.1.2 Either Party may terminate this Agreement without terminating Beaton's employment as City Attorney at any time for any reason, upon 30 days' written notice to the other party.

7.1.3 Upon termination of the Agreement for either reason noted above, Beaton shall return to her prior position as City Attorney under the same terms and conditions that existed prior to the execution of this Agreement.

7.2 Termination of Employment

7.2.1 If during the term of this agreement, the City believes "cause" exists for termination of employment, it shall follow the procedure outlined in KAC 2.36 General Conduct and Discipline for removal. "Cause" shall mean a fair and honest cause or reason, regulated by good faith on the part of the City, based on facts which are supported by substantial evidence, and which the City reasonably believes to be true, and is not for any arbitrary, capricious, or illegal reason. The following are examples of the types of conduct which may constitute "cause" and result in termination: (1) Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances; (2) violation of a lawful duty; (3) insubordination; (4) conviction of a felony, or a misdemeanor involving moral turpitude; (5) acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the City; (6) engaging in any transaction or activity which is in conflict with or incompatible with the proper discharge of official duties; (7) lack of bondability; (8) material breach of this Agreement; (9) commission of fraud; (10) violation of City personnel policies; (11) breach of fiduciary duties owed to the City; or (12) violation of applicable provisions of the ICMA Code of Ethics. The foregoing list of examples is not all-inclusive nor is it intended to identify all possible bases for termination. If Beaton is terminated for "cause," Beaton shall receive no compensation except as provided in the KAC Title 2 Personnel Policy as now existing or as amended hereafter.

7.2.2 In the event Beaton shall voluntarily terminate Beaton's employment with

City for any reason, Beaton agrees to provide City with not less than thirty (30) days' prior written notice of the effective date of such termination to afford City a reasonable opportunity to find an interim or replacement Interim City Manager, unless such notice is impractical or impossible due to serious injury, disability, or death. In the event a replacement is found who can commence employment prior to the expiration of the thirty-day notice period, the Parties agree that they shall, in good faith, negotiate an earlier termination date. If Beaton voluntarily resigns or retires, Beaton shall not receive severance pay but shall receive compensation for days worked and all other benefits to which Beaton would otherwise be entitled upon voluntary resignation or retirement.

7.2.3 Termination of Beaton's employment by the City or Beaton shall result in termination of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement, or the Kennewick Municipal Code, as incorporated by specific reference. The Parties to this Agreement further agree that all provisions of the Kennewick Municipal Code that are not specifically covered by this Agreement are in full force and effect as if set out herein.

8.2 Modification. The Parties hereby further agree that this Agreement can be amended or modified only with the written concurrence of both Parties, except for those terms set forth in the Kennewick Municipal Code.

8.3 Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its sole option, to continue the Agreement without the unconstitutional, invalid, or unenforceable provision or position, or to declare the Agreement void and enter negotiations with Beaton for the execution of a new agreement.

8.4 Notices. Any notices required to be given under this Agreement shall be hand delivered or sent by certified mail to the Parties at the following addresses, unless written notice of address change is provided to the other:

<u>City:</u>	City of Kennewick 210 W. 6 th Ave. Kennewick, WA 99336
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<u>Interim City Manager:</u>	Lisa Beaton 9816 W. Court St. Pasco, WA 99301
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8.5 Waiver. Any waiver by the City of Beaton's breach of any provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach by Beaton. No provision of this Agreement shall be deemed waived except as set forth in writing by the Parties.

8.6 Assignment. Neither Party may assign any right or delegate any duties hereunder without the prior written consent of the other Party. This provision shall not limit Beaton from delegating duties to an Acting City Manager during temporary periods of absence or from delegating individual tasks to City staff as is normal and customary for the position of City Manager.

8.7 Controlling Law. This Agreement has been entered into and shall be construed under the laws of the State of Washington. In the event of any conflict between the terms, conditions and provisions of this Agreement and any applicable law or authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedent. Venue for any dispute arising under this Agreement shall lie in Benton County, Washington.

8.8 Dispute Resolution. In the event a formal dispute arises regarding this Agreement, Beaton and the City shall engage in nonbinding mediation prior to institution of any legal proceeding.

8.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, personal representatives, and successors in interest of Beaton.

DATED AND SIGNED AS OF THE DATE FIRST WRITTEN ABOVE.

Lisa Beaton, Employee

Gretl Crawford, Mayor Pro Tem
City of Kennewick

Approved as to form:

Attest:



Kinka A. Ellis Attorney for the
City of Kennewick

Terri Wright, City Clerk