



City Council Regular Meeting Agenda

March 19, 2024 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>.

Public comment registration and instructions are available at <https://www.go2kennewick.com/PublicComments>.

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome/Invocation

2. VISITORS

This is an opportunity for visitors to share their perspective regarding any item on the agenda. Comments may not exceed three minutes.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

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

- a. Meeting Minutes: March 5, 2024, City Council Regular Meeting
Motion to approve the meeting minutes of March 5, 2024, as presented.
- b. Meeting Minutes: March 6, 2024, City Council Special Meeting
Motion to approve the meeting minutes of March 6, 2024, as presented.
- c. Meeting Minutes: March 8, 2024, City Council Special Meeting
Motion to approve the meeting minutes of March 8, 2024, as presented.
- d. Meeting Minutes: March 12, 2024, City Council Workshop Meeting
Motion to approve the meeting minutes of March 12, 2024, as presented.
- e. Claim Roster: Toyota Center Operations and Box Office Accounts
Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2024 in the amount of \$646,844.71 comprised of check numbers 26967-27079 in the amount of \$519,726.92 and electronic transfers in the amount of \$127,117.79.
- f. Payroll Roster: Approval for Pay Periods Ending 12/31/2023, 01/15/2024, 01/31/2024, 02/15/2024, and 02/29/2024
Motion to approve the Payroll Roster for the pay periods ending 12/31/2023, 01/15/2024, 01/31/2024, 02/15/2024, and 02/29/2024
- g. Kennewick Public Facilities District Appointment for Term Ending March 31, 2028
Motion to accept the recommendation of the local agencies and reappoint Ron Hue to the Kennewick Public Facilities Board of Directors for a four-year term ending March 31, 2028.

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.

- h. Easement: Approval of Benton PUD Electrical Easement
Motion to authorize the Mayor to sign the deeds authorizing a right of way easement be granted to Public Utility District No. 1 of Benton County for the purposes of access, construction, and maintenance of an electrical line and facilities located on Benton County parcels 1-0189-4BP-5730-002 and 1-0189-4BP-5736-003.
- i. Interlocal Agreement: Approval of School Resource Officer (SRO) Interlocal Agreement with Kennewick School District
Motion to authorize the Mayor to sign the School Resource Officer Interlocal Agreement between the Kennewick School District and the City of Kennewick.
- j. Annexation: Setting the Public Meeting Date for AZ-2024-0001, Ranchland Homes, LLC
Motion to set the date of April 2, 2024, for the required public meeting on Annexation AZ-2024-0001, Ranchland Homes, LLC (2107 S Clodfelter Road).
- k. Mid-Columbia Children's Museum - Letter of Support
I move to authorize the Mayor to sign the letter of support, as presented, to Senator Maria Cantwell's Office for the Mid-Columbia Children's Museum.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

- a. Interlocal Agreement: Benton County Emergency Services (BCES)
- b. Contract: Wastewater Treatment Plant (WWTP) Phase 2 Supplement to Amendment #1

8. UNFINISHED BUSINESS

9. VISITORS

This is an opportunity for visitors to share their perspective regarding topics of a general nature. Comments may not exceed three minutes.

10. COUNCIL COMMENTS/DISCUSSION

11. EXECUTIVE SESSION - PURSUANT TO RCW 42.30.110 (APPLICANT QUALIFICATIONS PER RCW 42.30.110(1)(G))

- a. City Manager Candidate Qualifications

12. ADJOURNMENT

Council Agenda Coversheet	Agenda Item Number: 4.a. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Meeting Minutes: March 5, 2024, City Council Regular Meeting Department: Management Services Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the meeting minutes of March 5, 2024, as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and adopt the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL REGULAR MEETING
March 5, 2024**

1. CALL TO ORDER

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

City Council and Staff Present:

Loren Anderson	Lisa Beaton	Nick Farline
Brad Beauchamp	Anthony Muai	John Noble
Gretl Crawford	Christina Palmer	Evelyn Lusignan
Jason McShane	Laurencio Sanguino	Krystal Townsend
Jim Millbauer	Jeremy Lustig	Brandi Ralston
John Trumbo	Chris Guerrero	
Chuck Torelli	Chad Michael	

Brad Beauchamp led the Pledge of Allegiance.

No one was present to provide an invocation.

Honors & Recognition: Employee Achievement Recognition– Brandi Ralston

Mayor Crawford presented Brandi Ralston with a certificate from the Washington Association of Public Records Officers, designating Ms. Ralston as a certified Public Records Officer. Mayor Crawford remarked on the importance of the designation and extended appreciation to Ms. Ralston.

2. VISITORS: None

3. APPROVAL OF AGENDA

MOTION: Mayor Pro Tem Torelli moved, seconded by Councilmember Anderson to approve the agenda.

DISCUSSION: None.

VOTE: The motion passed unanimously (7-0).

4. CONSENT AGENDA

a. Meeting Minutes – February 20, 2024, City Council Regular Meeting

Motion to approve the February 20, 2024, City Council regular meeting minutes as presented.

b. Meeting Minutes – February 27, 2024, City Council Workshop

Motion to approve the February 27, 2024, City Council workshop meeting minutes as presented.

c. Claim Roster: Columbia Park Golf Course Account

Motion to approve the Claims Roster for the Columbia Park Golf Course Account for January 2024 in the amount of \$24,500.04, comprised of check numbers 2797-2801 in the amount of \$7,237.74 and electronic transfers in the amount of \$17,262.30.

d. Contract: Northwest High Intensity Drug Trafficking Area (HIDTA) 2024 Service Agreement with Ian McKenzie, Operations Manager

Motion to authorize the interim City Manager to sign a 2024 HIDTA service contract with Ian McKenzie, Operations Manager.

- e. **Contract: Consulting Services to Complete City-Wide Pavement Condition Assessment**
Motion to authorize the interim City Manager to execute an agreement to complete Pavement Condition Assessment with IMS Infrastructure Management Services for a not to exceed price of \$113,865.00, plus a 10% contingency amount of \$11,386.50, for a total amount of \$125,251.50.

MOTION: Mayor Pro Tem Torelli moved, seconded by Councilmember Millbauer to approve the consent agenda as presented.

VOTE: The motion passed unanimously (7-0).

5. ORDINANCES/RESOLUTIONS

- a. **Ordinance 24-6051: Sitting/Lying on a Public Sidewalk/Right-of-Way Amending KMC 10.08.140(4)(c)**

Laurencio Sanguino, Interim City Attorney, provided a staff report and together with Ms. Beaton and Chief Guerrero, answered City Council's questions.

City Clerk Krystal Townsend read the ordinance title into the record:

AN ORDINANCE RELATING TO OFFENSES AGAINST PUBLIC ORDER AND AMENDING SECTION 10.08.140 OF THE KENNEWICK MUNICIPAL CODE.

MOTION: Mayor Pro Tem Torelli moved, seconded by Councilmember Millbauer, to adopt the ordinance as presented.

DISCUSSION: Councilmembers discussed the merits of the ordinance and potential future changes to the Kennewick Municipal Code regarding this topic.

VOTE: The motion passed unanimously (7-0).

6. PUBLIC HEARINGS/MEETINGS: None

7. NEW BUSINESS:

- a. **Contract: Toyota Center HVAC Replacement Project - 2024-291**

John Noble, Purchasing Manager, provided a staff report and answered City Council's questions.

MOTION: Councilmember Millbauer moved, seconded by Councilmember Anderson, to authorize the City Manager to execute an agreement with Apollo Mechanical Contractors for an amount not to exceed \$1,346,700 for the Toyota Center HVAC system replacement project

DISCUSSION: None.

VOTE: The motion passed unanimously (7-0).

8. UNFINISHED BUSINESS: None

9. VISITORS:

Tina Gregory, Kennewick, spoke to political and religious perspectives and shared her appreciation for the City Councilmembers.

Uby Creek, Kennewick, spoke to the City Manager hiring process and current affairs.

10. COUNCIL COMMENTS/DISCUSSION

Councilmembers reported on their respective activities.

Interim City Manager Lisa Beaton provided updates in response to Council questions.

12. ADJOURNMENT

Mayor Crawford concluded the meeting at 7:33 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.b. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Meeting Minutes: March 6, 2024, City Council Special Meeting Department: Management Services Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the meeting minutes of March 6, 2024, as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and adopt the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL
Special Meeting
March 6, 2024**

- 1. CALL TO ORDER.** Mayor Crawford called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Loren Anderson	Lisa Beaton
Brad Beauchamp	Krystal Townsend
Gretl Crawford	
Jason McShane	
Jim Millbauer	
Chuck Torelli	
John Trumbo	

- 2. EXECUTIVE SESSION - PURSUANT TO RCW 42.30.110(1)(G)**

- a. City Manager Candidate Qualifications

At 6:30 p.m. Mayor Crawford announced Council would enter Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 7:15 p.m.

At 7:15 p.m. Mayor Crawford announced Council would extend the Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 7:45 p.m.

At 7:45 p.m. Mayor Crawford announced Council would extend the Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 7:55 p.m.

At 7:55 p.m. Mayor Crawford announced Council would extend the Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 8:05 p.m.

At 8:05 p.m. Mayor Crawford announced Council would extend the Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 8:25 p.m.

Council did not take action following conclusion of the executive session.

- 3. ADJOURNMENT**

Mayor Crawford concluded the meeting at 8:25 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.c. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Meeting Minutes: March 8, 2024, City Council Special Meeting Department: Management Services Ord/Reso # Contract # Project # Permit #	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the meeting minutes of March 8, 2024, as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and adopt the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL
Special Meeting
March 8, 2024**

- 1. CALL TO ORDER.** Mayor Pro Tem Torelli called the meeting to order at 8:03 a.m.

City Council and Staff Present:

Loren Anderson	Lisa Beaton
Brad Beauchamp	Krystal Townsend
Gretl Crawford*	
Jason McShane	
Jim Millbauer	
Chuck Torelli	
John Trumbo*	

**Mayor Crawford and Councilmember Trumbo arrived in Council Chambers just after the executive session was announced.*

2. EXECUTIVE SESSION - PURSUANT TO RCW 42.30.110(1)(G)

a. City Manager Candidate Qualifications

At 8:03 a.m. Mayor Pro Tem Torelli announced Council would enter Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 2:30 p.m.

Ms. Townsend announced that the doors to Council Chambers would be closed until 2:25 p.m. and that the broadcast would resume at 3:05 p.m.

At 2:30 p.m. Mayor Crawford announced Council would extend the Executive Session pursuant to RCW 42.30.110(1)(g), to consider the qualifications of applicants for City Manager and would conclude the Executive Session at 03:05 p.m.

Council did not take action following conclusion of the executive session.

3. ADJOURNMENT

Mayor Crawford concluded the meeting at 3:05 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.d. Agenda Item Type: General Business Item Subject: Meeting Minutes: March 12, 2024, City Council Workshop Meeting Department: Management Services Ord/Reso # Project #	Council Date: 3/19/2024 Category: Consent Agenda
	Contract # Permit #	
<u>Recommendation</u> Staff recommends Council approve the meeting minutes as presented. <u>Motion for Consideration</u> Motion to approve the meeting minutes of March 12, 2024, as presented. <u>Summary</u> The City Clerk has prepared action-format meeting minutes for City Council's consideration. <u>Alternatives</u> The City Council may make corrections to errors and adopt the meeting minutes as amended. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Minutes Draft		

**CITY OF KENNEWICK
CITY COUNCIL
Workshop
March 13, 2024**

1. **CALL TO ORDER.** Mayor Crawford called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Loren Anderson	Lisa Beaton	Nick Farline
Brad Beauchamp	Anthony Muai	Chris Guerrero
Gretl Crawford	Laurencio Sanguino	Chad Michael
Jason McShane	Cary Roe	Evelyn Lusignan
Chuck Torelli	Christina Palmer	Rohana Carmichael
John Trumbo	Krystal Townsend	Jeremy Lustig

Mayor Crawford announced Councilmember Millbauer provided advance notice he would not attend the workshop.

2. **VISIT TRI-CITIES 2023 ANNUAL REPORT AND 2024 WORK PLAN.** Ms. Beaton introduced guest panelist Kevin Lewis, President and CEO of Visit Tri-Cities. Mr. Lewis presented an update and answered Council questions. **No action taken.**
3. **LIGHT INDUSTRIAL AREA UPDATE.** Mr. Lustig, Ms. Lusignan, and Ms. Carmichael presented an update and answered Council questions. **No action taken.**
4. **ADJOURNMENT.** Mayor Crawford concluded the meeting at 8:09 p.m.

DRAFT

Krystal Townsend, CMC, CPRO
City Clerk

Council Agenda Coversheet	Agenda Item Number: 4.e. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Claim Roster: Toyota Center Operations and Box Office Accounts Department: Finance Ord/Reso # Contract # Project # Permit #	
<u>Recommendation</u> Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2024 as presented. <u>Motion for Consideration</u> Motion to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for January 2024 in the amount of \$646,844.71 comprised of check numbers 26967-27079 in the amount of \$519,726.92 and electronic transfers in the amount of \$127,117.79. <u>Summary</u> None. <u>Alternatives</u> <u>Fiscal Impact</u> Total - \$646,844.71.		
<u>Attachments:</u> 1. Claims Roster		

Toyota Center and Arena
Claims Roster
January 31, 2024

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/02/24		Wire Transfer	Nederlander (00002659)	75,017.20
	01/02/24 102150	Cirque settlement • A/P Settlements	Cirque settlement 12/19/23	75,017.20
01/03/24	26967	Auto Check	Abbott & Abbott LLC (00002770)	195.66
	01/03/24 107508	448-012950 • F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service FiltaFry Fryer Service	195.66
01/03/24	26968	Auto Check	Apollo Heating and Air Conditioning (00002933)	683.55
	01/03/24 107210	KS-940054465 • HVAC Repairs & Maintenance	HVAC Repair HVAC Repair	683.55
01/03/24	26969	Auto Check	Benton PUD (00000121)	19,558.65
	01/03/24 107216	11/8/23-12/08/2023 • Electricity	Small Gen Services - Sign Small Gen Services	283.09
	01/03/24 107216	11/8/23/12/8/23 • Electricity	Large Gen Services Large Gen Services	19,275.56
01/03/24	26970	Auto Check	Brashear Electric, Inc. (00002756)	896.78
	01/03/24 104327	40759 • Reimbursed Contract Labor	Set Up - Cirque Set Up - Cirque	896.78
01/03/24	26971	Auto Check	Canon Financial Services, Inc (00002793)	370.70
	01/03/24 107105	31699137 • Printing / Copying	Copier Contract Copier Contract	370.70
			Due To/From TRCC	185.35 185.35
01/03/24	26972	Auto Check	Canon Solutions (00002757)	39.36
	01/03/24 107105	6006406268 • Printing / Copying	Copier Maintenance - UMT Copier Maintenance - UMT	39.36
01/03/24	26973	Auto Check	Cascade Natural Gas (00000161)	4,525.81
	01/03/24 107217	11/8/2023-12/07/2023 • Natural Gas	TA Gen Com Service TA Gen Com Service	4,525.81
01/03/24	26974	Auto Check	Cascade Natural Gas (00000161)	6,187.12
	01/03/24 107217	11/8/23/12/7/23 • Natural Gas	Gen Com Service Gen Com Service	6,187.12
01/03/24	26975	Auto Check	Chem-Aqua (00002759)	4,150.84
	01/03/24 107304	8508302 • Contracted Services	Water Treatment Program Water Treatment Program	4,150.84
01/03/24	26976	Auto Check	Coca-Cola (00000213)	7,097.50
	01/03/24 101411	148615 • Inventory - Food	Beverages Beverages	7,097.50
01/03/24	26977	Auto Check	Concessions Supply (00002860)	901.16
	01/03/24 101411	94176 • Inventory - Food	Food Food	901.16
01/03/24	26978	Auto Check	Culligan Water Conditioning (00002766)	347.59
	01/03/24 107201	137859 • Tools & Supplies	Bottled Water Bottled Water	114.95
	01/03/24 107201	138616 • Tools & Supplies	Bottled Water Bottled Water	205.45
	01/03/24 107201	138878 • Tools & Supplies	Cooler Rentals Cooler Rentals	27.19

Toyota Center and Arena
Claims Roster
January 31, 2024

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/03/24	26979	Auto Check	EZ Facility Inc. (00003329)	2,342.49
	01/03/24 107103	SUP066033 • Computer Equipment & Software	EZ Core Maintenance EZ Core Maintenance	2,342.49 2,342.49
01/03/24	26980	Auto Check	Janine Adamson (00002809)	435.00
	01/03/24 105004	LTS Memberships Refund • Learn to Skate	LTS Memberships Refund LTS Memberships Refund	435.00 435.00
01/03/24	26981	Auto Check	Melissa Pierce (00003757)	100.00
	01/03/24 105004	LTS Christmas Refund • Learn to Skate	LTS Christmas Refund LTS Christmas Refund	100.00 100.00
01/03/24	26982	Auto Check	Mid Columbia Hockey Officials Association (00002777)	6,730.00
	01/03/24 107304	23-019 • Contracted Services	Games Worked - 10/30-12/3 Games Worked - 10/30-12/3	6,730.00 6,730.00
01/03/24	26983	Auto Check	Mount's Lock, Key & Engraving, Inc (00002863)	360.88
	01/03/24 107212	264274 • Building Repairs & Maintenance	Arena Door Locks Arena Door Locks	360.88 360.88
01/03/24	26984	Auto Check	Pitney Bowes Global Financial Services LLC (00002894)	102.43
	01/03/24 107101	3318502288 • Postage & Shipping	Mailstation Lease Mailstation Lease	102.43 51.21 51.22
			Due To/From TRCC	
01/03/24	26985	Auto Check	Reign Drop LLC (00003211)	246.59
	01/03/24 101411	S4176-23-2087 • Inventory - Food	Pizza Pizza	96.27 96.27
	01/03/24 101411	S4176-23-2086 • Inventory - Food	Pizza Pizza	150.32 150.32
01/03/24	26986	Auto Check	Springhill Suites of Kennewick (00002726)	534.52
	01/03/24 104370	Folio: 55855 • Reimbursed Outside Event Expense	Room Rental: Cirque Room Rental: Cirque	267.26 267.26
	01/03/24 104370	Folio: 56453 • Reimbursed Outside Event Expense	Room Rental: Cirque Room Rental: Cirque	267.26 267.26
01/03/24	26987	Auto Check	Staples Advantage (00002740)	739.90
	01/03/24 107102	3554254485 • Office Supplies	Office Supplies Office Supplies	739.90 419.09 320.81
			Due To/From TRCC	
01/03/24	26988	Auto Check	Sunbelt Rentals, Inc. (00002783)	681.48
	01/03/24 107305	148017325-0001 • General Rental Equipment	Manlift - Sign Repair Manlift - Sign Repair	681.48 681.48
01/03/24	26989	Auto Check	Tri-City Americans (00000851)	87,701.64
	01/03/24 102150	Ams v Wenatchee 11/17 • A/P Settlements	Ams v Wenatchee 11/17	17,884.89 17,884.89
	01/03/24 102150	Ams v Seattle 11/21 • A/P Settlements	Ams v Seattle 11/21	5,527.20 5,527.20
	01/03/24 102150	Ams v Victoria 11/24 • A/P Settlements	Ams v Victoria 11/24	24,514.34 24,514.34
	01/03/24 102150	Ams v Saskatoon 11/28 • A/P Settlements	Ams v Saskatoon 11/28	565.39 565.39
	01/03/24 102150	Ams v Prince George 12/1/23 • A/P Settlements	Ams v Prince George 12/1/23	5,735.04 5,735.04
	01/03/24 102150	Ams v Vancouver 12/23 • A/P Settlements	Ams v Vancouver 12/23	12,851.93 12,851.93
	01/03/24 102150	Ams v Wenatchee 12/9/23 • A/P Settlements	Ams v Wenatchee 12/9/23	20,622.85 20,622.85

Toyota Center and Arena
Claims Roster
January 31, 2024

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/03/24	26990	Auto Check	Tri-City Sign and Barricade (00003099)	875.04
	01/03/24 107213	28446 • Grounds Repairs & Maintenance	Ecology Blocks Ecology Blocks	875.04 875.04
01/03/24	26991	Auto Check	US Foods (00002786)	7,164.18
	01/03/24 101415 101413 101411	3803989 • Inventory - Liquor • Inventory - Beer • Inventory - Food	Food Liquor Beer Food	7,117.39 279.22 310.23 6,527.94
	01/03/24 101411	3822800 • Inventory - Food	Food Food	46.79 46.79
01/03/24	26992	Auto Check	Vistar Corporation (00002787)	1,670.44
	01/03/24 101411	70498311 • Inventory - Food	Food Food	1,670.44 1,670.44
01/03/24	26993	Auto Check	WCP Solutions (00002788)	1,093.74
	01/03/24 107203	13469151 • Janitorial Supplies	PO4497 - Janitorial Supplies Janitorial Supplies	391.08 391.08
	01/03/24 107203	13468305 • Janitorial Supplies	PO4497 - Janitorial Supplies Janitorial Supplies	702.66 702.66
01/03/24	26994	Auto Check	Weaver Exterminating Service, Inc. (00002804)	420.67
	01/03/24 107304	21742 • Contracted Services	TA Monthly Rodent Control TA Monthly Rodent Control	140.22 140.22
	01/03/24 107304	21746 • Contracted Services	Monthly Rodent Control Monthly Rodent Control	280.45 280.45
01/04/24	26995	Auto Check	Baskin Robbins (00002754)	2,462.23
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	993.44 993.44
	01/04/24 104690	4873 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,468.79 1,468.79
01/04/24	26996	Auto Check	Bobablastic (00003078)	1,505.86
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	775.33 775.33
	01/04/24 104690	4873 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	730.53 730.53
01/04/24	26997	Auto Check	Carmen Contreras - Coffee Crush (00002762)	VOID 0.00
01/04/24	26998	Auto Check	Chapala Express (00002758)	3,668.33
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,557.92 1,557.92
	01/04/24 104690	4873 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	2,110.41 2,110.41
01/04/24	26999	Auto Check	Doggie Style Gourmet (00002767)	3,305.39
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,324.70 1,324.70
	01/04/24 104690	4873 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,980.69 1,980.69
01/04/24	27000	Auto Check	KC Brand (00002773)	3,723.20
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	1,415.93 1,415.93
	01/04/24 104690	4873 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	2,307.27 2,307.27
01/04/24	27001	Auto Check	Taco City (00003055)	978.44
	01/04/24 104690	3830 • Concession Sales - Third Party Expense	Third Party Sales Third Party Sales	978.44 978.44

Toyota Center and Arena
Claims Roster
January 31, 2024

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/04/24	27002	Auto Check	Taco City (00003055)	1,377.77
	01/04/24	4873	Third Party Sales	1,377.77
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,377.77
01/12/24	27003	Auto Check	Advanced Protection Services, Inc. (00002751)	721.51
	01/12/24	R148363	Vault Security Monitoring	43.43
	107209	• Security & Fire Alarm System	Vault Security Monitoring	43.43
	01/12/24	R148362	Temp Security Monitoring	43.43
	107209	• Security & Fire Alarm System	Temp Security Monitoring	43.43
	01/12/24	T148361	OpenEye	418.50
	107209	• Security & Fire Alarm System	OpenEye	418.50
	01/12/24	R148360	Fire Monitoring	73.86
	107209	• Security & Fire Alarm System	Fire Monitoring	73.86
	01/12/24	R148359	Ammonia Monitoring	68.43
	107209	• Security & Fire Alarm System	Ammonia Monitoring	68.43
	01/12/24	R148358	TA Fire Monitoring	73.86
	107209	• Security & Fire Alarm System	TA Fire Monitoring	73.86
01/12/24	27004	Auto Check	Apollo Heating and Air Conditioning (00002933)	16,617.21
	01/12/24	KS-940054819	HVAC Sprayer Pump	13,033.26
	109010	• Capital Improvements	HVAC Sprayer Pump	13,033.26
	01/12/24	KS-940055057	HVAC Maintenance Contract	3,583.95
	107210	• HVAC Repairs & Maintenance	HVAC Maintenance Contract	3,583.95
01/12/24	27005	Auto Check	Ascentis Corporation (00002983)	1,763.41
	01/12/24	SI-160472	NOVA5000	1,763.41
	107070	• Payroll Processing	NOVA5000	881.70
			Due To/From TRCC	881.71
01/12/24	27006	Auto Check	Ashton Harrison (00003771)	0.00
			VOID	
01/12/24	27007	Auto Check	Bailey Finney (00003773)	240.00
	01/12/24	Refund: Adult League	Refund: Adult League	240.00
	105005	• Adult Hockey League	Refund: Adult League	240.00
01/12/24	27008	Auto Check	Builders Hardware Supply (00002792)	242.08
	01/12/24	S3850785.005	PO4473 - Cores & Keys	242.08
	107212	• Building Repairs & Maintenance	Cores & Keys	242.08
01/12/24	27009	Auto Check	Bustos Media Holdings LLC (00003051)	382.50
	01/12/24	23120418	Radio Ads - Caifanes	191.25
	107402	• Event Advertising	Radio Ads - Caifanes	191.25
	01/12/24	23120417	Radio Ads - Caifanes	191.25
	107402	• Event Advertising	Radio Ads - Caifanes	191.25
01/12/24	27010	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)	228.09
	01/12/24	82194	Zamboni Knife Maintenance	228.09
	107201	• Tools & Supplies	Zamboni Knife Maintenance	228.09
01/12/24	27011	Auto Check	City of Kennewick - Misc (00002830)	4,684.94
	01/12/24	15694	Security Services - November	3,350.00
	107404	• Event Contracted Labor	Security Services	400.00
	107404	• Event Contracted Labor	Security Services	400.00
	104327	• Reimbursed Contract Labor	Security Services	450.00
	107404	• Event Contracted Labor	Security Services	400.00
	107404	• Event Contracted Labor	Security Services	300.00
	107404	• Event Contracted Labor	Security Services	400.00
	107404	• Event Contracted Labor	Security Services	400.00
	107404	• Event Contracted Labor	Security Services	200.00
	107404	• Event Contracted Labor	Security Services	400.00
	01/12/24	15689	Leasehold Excise Tax - 4th QTR	1,334.94
	102330	• Leasehold Tax Payable - COK	Leasehold Excise Tax - 4th QTR	1,334.94

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/12/24	27012	Auto Check	City of Kennewick - Water (00002858)	4,050.43
	01/12/24 107219	10/28/23-12/27/23 • Water	Water Service Water Service	4,050.43 4,050.43
01/12/24	27013	Auto Check	Columbia Rigging Corporation (00003763)	3,123.80
	01/12/24 107201	43643 • Tools & Supplies	PO4424 - Rigging Cables Rigging Cables	3,123.80 3,123.80
01/12/24	27014	Auto Check	Concessions Supply (00002860)	1,246.29
	01/12/24 101411	94375 • Inventory - Food	Food Food	1,246.29 1,246.29
01/12/24	27015	Auto Check	Cougar Digital Marketing & Design (00002861)	159.00
	01/12/24 107302	12669 • Venue Marketing & Non-Event Advertising	TA Website Maintenance TA Website Maintenance	159.00 159.00
01/12/24	27016	Auto Check	Craig Bond (00002810)	200.00
	01/12/24 107304	LTS: December 2023 • Contracted Services	LTS: December 2023 LTS: December 2023	200.00 200.00
01/12/24	27017	Auto Check	CTI (00003629)	1,554.27
	01/12/24 107202	INV050953 • Small Equipment & Furniture	PO4347 - Headsets Headsets	1,554.27 1,554.27
01/12/24	27018	Auto Check	Daktronics (00002737)	1,426.69
	01/12/24 107304	7070221 • Contracted Services	Marquee Tech Service Marquee Tech Service	1,426.69 1,426.69
01/12/24	27019	Auto Check	DevFuzion (00000278)	9,234.28
	01/12/24 107104	23806 • IT Support Services	Network Support Service Network Support Service	5,880.23 2,940.11
	01/12/24	23767	PO4495 - Computer Replacements	2,940.12
	107103	• Computer Equipment & Software	Computer Replacements	706.43
	01/12/24	23923	Cables for PC Installs	2,119.31
	107103	• Computer Equipment & Software	Cables for PC Installs	52.25
	01/12/24	23937	Unfi LR Access Point	17.42
	107103	• Computer Equipment & Software	Unfi LR Access Point	208.64
	01/12/24	23942	Website Updates	250.00
	107302	• Venue Marketing & Non-Event Advertising	Website Updates	250.00
01/12/24	27020	Auto Check	Ferrell Gas (00002769)	983.03
	01/12/24 107214	1124992509 • Fuel & Vehicle Costs	Propane Propane	469.13 234.56
	01/12/24	1125152432	Propane	234.57
	107214	• Fuel & Vehicle Costs	Propane	256.95
				256.95
01/12/24	27021	Auto Check	GoTo Communications, Inc. (00003770)	5,264.27
	01/12/24 107205	IN7102481094 • Communications	Service Charge Service Charge	3,147.19 1,573.60
	01/12/24	IN7102546626	Service Charge	1,573.59
	107205	• Communications	Service Charge	1,058.54
				1,058.54
01/12/24	27022	Auto Check	Janine Adamson (00002809)	160.00
	01/12/24 107304	LTS: December 2023 • Contracted Services	LTS: December 2023 LTS: December 2023	160.00 160.00

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/12/24	27023	Auto Check	Jennifer Bond (00002941)	1,320.00
	01/12/24	LTS: January 24 Administration	LTS: January 24 Administration	1,000.00
	107304	• Contracted Services	LTS: January 24 Administration	1,000.00
	01/12/24	LTS: December 2023	LTS: December 2023	320.00
	107304	• Contracted Services	LTS: December 2023	320.00
01/12/24	27024	Auto Check	Jet Ice (00002982)	1,565.23
	01/12/24	126190	PO4505 - Pink Clearcoat	1,565.23
	107601	• Ice-Related Expenses	Pink Clearcoat	1,565.23
01/12/24	27025	Auto Check	Kennewick Union Firefighters L-1296 (00003455)	3,120.00
	01/12/24	12-31-23	EMT Services - Dec 23	3,120.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
	107404	• Event Contracted Labor	EMT Services	520.00
01/12/24	27026	Auto Check	KORD-FM (00003149)	293.25
	01/12/24	4527541-1	Radio Ads - Dunham	293.25
	107402	• Event Advertising	Radio Ads - Dunham	293.25
01/12/24	27027	Auto Check	Loomis (00002895)	305.84
	01/12/24	13395938	Armored Car Service	269.88
	107304	• Contracted Services	Armored Car Service	134.94
			Due To/From TRCC	134.94
	01/12/24	13407331	Armored Car Service Fees	35.96
	107304	• Contracted Services	Armored Car Service Fees	17.98
			Due To/From TRCC	17.98
01/12/24	27028	Auto Check	Lowe's Commercial Services (00002776)	1,072.64
	01/12/24	992911	PO4475 - Tools & Supplies	61.00
	107201	• Tools & Supplies	Tools & Supplies	61.00
	01/12/24	992917	PO4482 - Ice Melt	727.42
	107201	• Tools & Supplies	Ice Melt	727.42
	01/12/24	992834	PO4475 - Tools & Supplies	30.96
	107201	• Tools & Supplies	Tools & Supplies	30.96
	01/12/24	975096	PO4475 - Tools & Supplies	58.71
	107201	• Tools & Supplies	Tools & Supplies	58.71
	01/12/24	978631	PO4475 - Tools & Supplies	40.24
	107201	• Tools & Supplies	Tools & Supplies	40.24
	01/12/24	987075	PO4475 - Tools & Supplies	154.31
	107201	• Tools & Supplies	Tools & Supplies	154.31
01/12/24	27029	Auto Check	Madeleine Bingham (00003772)	240.00
	01/12/24	Refund: Adult League	Refund: Adult League	240.00
	105005	• Adult Hockey League	Refund: Adult League	240.00
01/12/24	27030	Auto Check	Northwest Concrete Leveling (00003764)	8,762.92
	01/12/24	22290	PO4487 - Level Sidewalks	8,762.92
	109010	• Capital Improvements	Level Sidewalks	6,572.19
			Due To/From TRCC	2,190.73
01/12/24	27031	Auto Check	Pacific Breeze (00003739)	275.88
	01/12/24	4456826	Odor Control	275.88
	107304	• Contracted Services	Odor Control	275.88
01/12/24	27032	Auto Check	Pacific Fire Inspection Services (00002879)	1,050.00
	01/12/24	2401080800	Fire Sprinkler Inspection	1,050.00
	107209	• Security & Fire Alarm System	Fire Sprinkler Inspection	1,050.00

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<u>TOYO Sterling Operating Account</u>				
01/12/24	27033	Auto Check	Pape Material Handling (00003034)	1,741.65
01/12/24	107211	80090205	PO4499 - Ignition Coil	1,648.90
01/12/24	107211	• Equipment Repairs & Maintenance	Ignition Coil - Wildhorse Zam	1,648.90
01/12/24	107211	9076528	PO4501 - Forklift Hose Pulley	92.75
01/12/24	107211	• Equipment Repairs & Maintenance	Forklift Hose Pulley	92.75
01/12/24	107211	9073444	Sheave	92.75
01/12/24	107211	• Equipment Repairs & Maintenance	Sheave	92.75
01/12/24	107211	9076526	Sheave Credit	-92.75
01/12/24	107211	• Equipment Repairs & Maintenance	Sheave Credit	-92.75
01/12/24	27034	Auto Check	Performance Digital (00002778)	1,500.00
01/12/24	107402	4266	PO4510 - Digital Ads - Caifane	1,500.00
01/12/24	107402	• Event Advertising	Digital Ads - Caifanes	1,500.00
01/12/24	27035	Auto Check	Reign Drop LLC (00003211)	1,312.02
01/12/24	101411	S4176-23-2320	Pizza	381.18
01/12/24	101411	• Inventory - Food	Pizza	381.18
01/12/24	101411	S4176-23-2324	Pizza	354.97
01/12/24	101411	• Inventory - Food	Pizza	354.97
01/12/24	101411	S4176-23-2302	Pizza	186.55
01/12/24	101411	• Inventory - Food	Pizza	186.55
01/12/24	101411	S4176-23-2303	Pizza	154.12
01/12/24	101411	• Inventory - Food	Pizza	154.12
01/12/24	101411	RD-1228-BOXES	Boxes & Garlic Cups	235.20
01/12/24	101411	• Inventory - Food	Boxes & Garlic Cups	235.20
01/12/24	27036	Auto Check	Stephens Media Group (00002844)	1,275.00
01/12/24	107402	IN-1231212447	Radio Ads - Dunham	850.00
01/12/24	107402	• Event Advertising	Radio Ads - Dunham	850.00
01/12/24	107402	IN-1231212441	Radio Ads - Dunham	425.00
01/12/24	107402	• Event Advertising	Radio Ads - Dunham	425.00
01/12/24	27037	Auto Check	Sunbelt Rentals, Inc. (00002783)	1,212.42
01/12/24	107305	148503942-0001	Forklift	530.94
01/12/24	107305	• General Rental Equipment	Forklift	530.94
01/12/24	107305	148444358-0001	Manlift	681.48
01/12/24	107305	• General Rental Equipment	Manlift	681.48
01/12/24	27038	Auto Check	Taylor Lee Nelson (00003414)	64.00
01/12/24	107304	LTS: December 2023	LTS: December 2023	64.00
01/12/24	107304	• Contracted Services	LTS: December 2023	64.00
01/12/24	27039	Auto Check	Tim Berry (00002808)	96.00
01/12/24	107304	LTS: December 2023	LTS: December 2023	96.00
01/12/24	107304	• Contracted Services	LTS: December 2023	96.00
01/12/24	27040	Auto Check	Tri-City Americans (00000851)	33,333.32
01/12/24	104211	99911012023TY	Naming Rights Sponsorship	8,333.33
01/12/24	104211	• Naming Rights - Tenant Share	Naming Rights Sponsorship	8,333.33
01/12/24	104211	99911012023TYB	Naming Rights Sponsorship	8,333.33
01/12/24	104211	• Naming Rights - Tenant Share	Naming Rights Sponsorship	8,333.33
01/12/24	104211	99912012023TY	Naming Rights Sponsorship	8,333.33
01/12/24	104211	• Naming Rights - Tenant Share	Naming Rights Sponsorship	8,333.33
01/12/24	104211	99901012024TY	Naming Rights Sponsorship	8,333.33
01/12/24	104211	• Naming Rights - Tenant Share	Naming Rights Sponsorship	8,333.33
01/12/24	27041	Auto Check	Vics Auto and Supply Kennewick (00003098)	238.03
01/12/24	107211	281714	PO4508 - MAP Sensor	116.30
01/12/24	107211	• Equipment Repairs & Maintenance	MAP Sensor	116.30
01/12/24	107211	281970	PO4524 - Hydraulic Filter	121.73
01/12/24	107211	• Equipment Repairs & Maintenance	Hydraulic Filter	121.73

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/12/24	27042	Auto Check	Visit Tri Cities (00002901)	12,500.00
	01/12/24	159379	Membership Dues	12,500.00
	107602	• Visitor & Convention Bureau Funding	Membership Dues	6,250.00
			Due To/From TRCC	6,250.00
01/12/24	27043	Auto Check	WCP Solutions (00002788)	1,210.96
	01/12/24	13482524	PO4477 - Pathogen Cleanup Kits	169.57
	107203	• Janitorial Supplies	Pathogen Cleanup Kits	169.57
	01/12/24	13490735	PO4523 - Janitorial Supplies	649.92
	107203	• Janitorial Supplies	Janitorial Supplies	649.92
	01/12/24	13490736	PO4523 - Janitorial Supplies	198.51
	107203	• Janitorial Supplies	Janitorial Supplies	198.51
	01/12/24	13491500	PO4523 - Tile Cleaner	192.96
	107203	• Janitorial Supplies	Tile Cleaner	192.96
01/12/24	27044	Auto Check	Zamboni Company USA, Inc (00003146)	212.80
	01/12/24	116755	PO4504 - Bolts	146.97
	107211	• Equipment Repairs & Maintenance	Bolts	146.97
	01/12/24	116733	PO4503 - Fuel System Analyzer	65.83
	107211	• Equipment Repairs & Maintenance	Fuel System Analyzer	65.83
01/12/24	27045	Auto Check	Ashton Harrison (00003771)	0.00
			VOID	
01/12/24	27045	Auto Check	Ashton Harrison (00003771)	120.00
	01/12/24	Refund: Adult League	Refund: Adult League	120.00
	105005	• Adult Hockey League	Refund: Adult League	120.00
01/12/24	27046	Auto Check	Ashton Harrison (00003771)	0.00
			VOID	
01/17/24		Wire Transfer	King Beverage (00000486)	5,969.53
	01/17/24	2887363	Beer	5,969.53
	101413	• Inventory - Beer	Beer	5,969.53
01/17/24		Wire Transfer	Southern Glazer's of WA (00002855)	956.77
	01/17/24	4586998	Liquor	956.77
	101415	• Inventory - Liquor	Liquor	956.77
01/25/24		Wire Transfer	Washington State Department of Revenue (00002989)	33,912.68
	01/25/24	TOYO Dec 2023 B&O		33,912.68
	102325	• B&O Tax Payable	TOYO Dec 2023 B&O	4,964.91
	102310	• Sales Tax Payable - State	TOYO Dec 2023 B&O	24,791.55
	107603	• B&O Taxes	TOYO Dec 2023 B&O	4,156.22
01/23/24		Wire Transfer	King Beverage (00000486)	762.00
	01/23/24	2889504	Beer	762.00
	101413	• Inventory - Beer	Beer	762.00
01/22/24		Wire Transfer	Odom East LLC (00003343)	1,941.60
	01/22/24	15659284	Beer	1,941.60
	101413	• Inventory - Beer	Beer	1,941.60
01/26/24	27046	Auto Check	Abbott & Abbott LLC (00002770)	195.66
	01/26/24	448-013231	FiltaFry Fryer Service	195.66
	107508	• F&B Equipment Repairs & Maintenance	FiltaFry Fryer Service	195.66
01/26/24	27047	Auto Check	Baskin Robbins (00002754)	1,102.51
	01/26/24	3365	Third Party Sales	1,102.51
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,102.51

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Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/26/24	27048	Auto Check	Benton PUD (00000121)	19,074.44
01/26/24	107216	12/08/2023-01/08/2024	Small Gen Services - Sign	285.96
		• Electricity	Small Gen Services - Sign	285.96
01/26/24	107216	12/08/2023-1/8/24	Large Gen Services	18,788.48
		• Electricity	Large Gen Services	18,788.48
01/26/24	27049	Auto Check	Bobablastic (00003078)	611.65
01/26/24	104690	3365	Third Party Sales	611.65
		• Concession Sales - Third Party Expense	Third Party Sales	611.65
01/26/24	27050	Auto Check	Canon Solutions (00002757)	56.19
01/26/24	107105	6006733583	Copier Maintenance - UMT	18.90
		• Printing / Copying	Copier Maintenance - UMT	18.90
01/26/24	107105	6006680142	Copier Maintenance - QHM	37.29
		• Printing / Copying	Copier Maintenance - QHM	37.29
01/26/24	27051	Auto Check	Carmen Contreras - Coffee Crush (00002762)	404.25
01/26/24	104690	3365	Third Party Sales	404.25
		• Concession Sales - Third Party Expense	Third Party Sales	404.25
01/26/24	27052	Auto Check	Cascade Natural Gas (00000161)	5,511.01
01/26/24	107217	12/08/2023-01/10/24	TA Gen Com Service	5,511.01
		• Natural Gas	TA Gen Com Service	5,511.01
01/26/24	27053	Auto Check	Cascade Natural Gas (00000161)	6,721.55
01/26/24	107217	12/08/23-1/10/24	Gen Com Service	6,721.55
		• Natural Gas	Gen Com Service	6,721.55
01/26/24	27054	Auto Check	Central Washington Refrigeration, LLC (00002949)	1,286.91
01/26/24	107212	48544	Cond Pump Repair	1,286.91
		• Building Repairs & Maintenance	Cond Pump Repair	1,286.91
01/26/24	27055	Auto Check	Chapala Express (00002758)	1,874.15
01/26/24	104690	3365	Third Party Sales	1,874.15
		• Concession Sales - Third Party Expense	Third Party Sales	1,874.15
01/26/24	27056	Auto Check	Chisholm's Saw & Supply, Inc. (00002760)	410.55
01/26/24	107201	82360	Knives Maintenance	410.55
		• Tools & Supplies	Knives Maintenance	410.55
01/26/24	27057	Auto Check	City of Kennewick - Misc (00002830)	3,800.00
01/26/24	107404	15725	Security Services - December	3,800.00
		• Event Contracted Labor	Security Services	760.00
		• Event Contracted Labor	Security Services	760.00
		• Event Contracted Labor	Security Services	760.00
		• Event Contracted Labor	Security Services	760.00
		• Event Contracted Labor	Security Services	760.00
01/26/24	27058	Auto Check	Coca-Cola (00000213)	5,264.95
01/26/24	101413	1363629	Beer Credit	-50.00
		• Inventory - Beer	Beer Credit	-50.00
01/26/24	101411	149839	Food	5,314.95
		• Inventory - Food	Food	5,314.95
01/26/24	27059	Auto Check	Doggie Style Gourmet (00002767)	1,317.83
01/26/24	104690	3365	Third Party Sales	1,317.83
		• Concession Sales - Third Party Expense	Third Party Sales	1,317.83
01/26/24	27060	Auto Check	KC Brand (00002773)	1,802.10
01/26/24	104690	3365	Third Party Sales	1,802.10
		• Concession Sales - Third Party Expense	Third Party Sales	1,802.10

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<u>TOYO Sterling Operating Account</u>				
01/26/24	27061	Auto Check	Kennewick Ranch & Home (00003069)	32.59
	01/26/24	2401-752594	Diesel	32.59
	107214	• Fuel & Vehicle Costs	Diesel	32.59
01/26/24	27062	Auto Check	KNDO/KNDU (00002825)	765.00
	01/26/24	222025A-1	TV Ads - Dunham	765.00
	107402	• Event Advertising	TV Ads - Dunham	765.00
01/26/24	27063	Auto Check	Mid Columbia Hockey Officials Association (00002777)	3,240.00
	01/26/24	24-001	Games Worked 12/4-12/31/23	3,240.00
	107304	• Contracted Services	Games Worked 12/4-12/31/23	3,240.00
01/26/24	27064	Auto Check	Pacific Backflow Services LLC (00002843)	1,702.82
	01/26/24	2712	Backflow Testing	1,702.82
	107212	• Building Repairs & Maintenance	Backflow Testing	1,436.41
			Due To/From TRCC	266.41
01/26/24	27065	Auto Check	Pape Material Handling (00003034)	440.32
	01/26/24	80090497	PO4532 - Zamboni Repair	440.32
	107211	• Equipment Repairs & Maintenance	Zamboni Repair - Wildhorse	440.32
01/26/24	27066	Auto Check	PNW Signs & Designs (00003161)	3,774.06
	01/26/24	1431	Concourse & Vom Signage	3,774.06
	107314	• Signage Expense	Concourse & Vom Signage	3,774.06
01/26/24	27067	Auto Check	Reign Drop LLC (00003211)	282.82
	01/26/24	S4176-24-2501	Pizza	203.58
	101411	• Inventory - Food	Pizza	203.58
	01/26/24	S4176-24-2502	Pizza	79.24
	101411	• Inventory - Food	Pizza	79.24
01/26/24	27068	Auto Check	Sinclair Broadcast Group (00003118)	637.50
	01/26/24	R2128147-1	TV Ads - Dunham	637.50
	107402	• Event Advertising	TV Ads - Dunham	637.50
01/26/24	27069	Auto Check	Spectrum Reach (00002871)	408.34
	01/26/24	780028741	TV Ads - Dunham	195.84
	107402	• Event Advertising	TV Ads - Dunham	195.84
	01/26/24	780028740	TV Ads - Dunham	212.50
	107402	• Event Advertising	TV Ads - Dunham	212.50
01/26/24	27070	Auto Check	Sunbelt Rentals, Inc. (00002783)	2,893.89
	01/26/24	141542002-0002-1	Overpayment	-10.00
	101650	• 3rd Party Event Expense Holding Account	Overpayment	-10.00
	01/26/24	146776808-0002	Manlift - Fluffy	877.91
	104370	• Reimbursed Outside Event Expense	Manlift - Fluffy	877.91
	01/26/24	146776808-0004	Manlift Credit - Fluffy	-420.27
	104370	• Reimbursed Outside Event Expense	Manlift Credit - Fluffy	-420.27
	01/26/24	146776808-0001	Forklift - Fluffy	2,702.29
	104370	• Reimbursed Outside Event Expense	Forklift - Fluffy	2,702.29
	01/26/24	146776808-0003	Forklift Credit - Fluffy	-1,079.67
	104370	• Reimbursed Outside Event Expense	Forklift Credit - Fluffy	-1,079.67
	01/26/24	149181087-0001	Track Skid	823.63
	107305	• General Rental Equipment	Track Skid	823.63
01/26/24	27071	Auto Check	Taco City (00003055)	1,012.64
	01/26/24	3365	Third Party Sales	1,012.64
	104690	• Concession Sales - Third Party Expense	Third Party Sales	1,012.64
01/26/24	27072	Auto Check	Tri-City Americans (00000851)	70,693.17
	01/26/24	Ams vs Portland 12/27		29,030.10
	102150	• A/P Settlements	Ams vs Portland 12/27	29,030.10
	01/26/24	Ams vs Spokane 12/31		41,663.07
	102150	• A/P Settlements	Ams vs Spokane 12/31	41,663.07

Toyota Center and Arena
Claims Roster
January 31, 2024

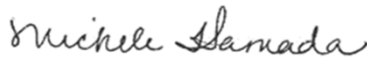
Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/26/24	27073	Auto Check	US Foods (00002786)	8,769.67
	01/26/24	4538655	Food	7,850.49
	101411	• Inventory - Food	Food	7,333.76
	101413	• Inventory - Beer	Beer	457.30
			Due To/From TRCC	59.43
	01/26/24	4748589	Food	919.18
	101411	• Inventory - Food	Food	919.18
01/26/24	27074	Auto Check	VenuWorks, Inc. (00000894)	71,334.40
	01/26/24	19190	Advertising Commissions	17,137.20
	102140	• Accrued Expenses - Other	Advertising Commissions	17,137.20
	01/26/24	19193	F&B Commissions	54,197.20
	102140	• Accrued Expenses - Other	F&B Commissions	54,197.20
01/26/24	27075	Auto Check	Vistar Corporation (00002787)	2,393.27
	01/26/24	70888526	Food	2,393.27
	101411	• Inventory - Food	Food	2,393.27
01/26/24	27076	Auto Check	Washington Finance Officers Association (00003333)	75.00
	01/26/24	2637	Membership Dues	75.00
	107106	• Dues & Subscriptions	Membership Dues	37.50
			Due To/From TRCC	37.50
01/26/24	27077	Auto Check	Weaver Exterminating Service, Inc. (00002804)	440.23
	01/26/24	23286	Monthly Rodent Control	285.88
	107304	• Contracted Services	Monthly Rodent Control	285.88
	01/26/24	23284	TA Monthly Rodent Control	154.35
	107304	• Contracted Services	TA Monthly Rodent Control	154.35
01/31/24		Wire Transfer	American Payment Solutions - APS (00002969)	549.04
	01/31/24	APS CC Fees - Jan 24	APS CC Fees - Jan 24	549.04
	107310	• Credit Card Fees	APS CC Fees - Jan 24	549.04
01/31/24		Wire Transfer	Revel Systems (00003299)	2,590.52
	01/31/24	Concession POS Fees Jan 24	Concession POS Fees Jan 24	2,590.52
	107510	• F&B Tools, Supplies & Equipment	Concession POS Fees Jan 24	2,590.52
01/31/24		Wire Transfer	Revel Systems (00003299)	4,518.24
	01/31/24	Concession Fees Jan 24	Concession Fees Jan 24	4,518.24
	107514	• F&B Credit Card & Banking Fees	Concession Fees Jan 24	4,518.24
01/31/24		Wire Transfer	Revel Systems (00003299)	812.35
	01/31/24	Arena Fees Jan 24	Arena Fees Jan 24	812.35
	107310	• Credit Card Fees	Arena Fees Jan 24	812.35
01/31/24		Wire Transfer	Fintech (00003296)	24.93
	01/31/24	Fintech Fees Jan 24	Fintech Fees Jan 24	24.93
	107514	• F&B Credit Card & Banking Fees	Fintech Fees Jan 24	24.93
01/30/24	27078	Auto Check	Atomic Screen Print (00002839)	469.19
	01/30/24	18463	PO4534 - Polos	469.19
	107301	• Uniforms	Polos	234.60
			Due To/From TRCC	234.59
01/31/24	27079	Auto Check	Quality Signs (00002911)	2,649.56
	01/31/24	Half Down Payment	Half Down Payment - Toyota	2,649.56
	109010	• Capital Improvements	Toyota Bug	2,649.56

Total Paid - TOYO Operating: **646,781.78**

Toyota Center and Arena
Claims Roster
January 31, 2024

Date	Check	Method	Name	Amount
<u>TOYO Sterling Operating Account</u>				
01/31/24		Wire Transfer	American Express Card Processing (00003298)	62.93
01/31/24		Amex Box Office Fees - Jan 24	Amex Box Office Fees - Jan 24	62.93
107310		• Credit Card Fees	Amex Box Office Fees - Jan 24	
			Credit Card Fees	62.93
Total Paid - TOYO Box Office:				<u><u>62.93</u></u>
Total Paid - Combined:				<u><u>646,844.71</u></u>

I, Michele Hamada, Accounting Manager, 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.



Michele Hamada, Accounting Manager

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

Check numbers 26967-27079	\$	519,726.92
Electronic transfers - Operations		127,054.86
Electronic transfers - Box Office		62.93
Total	\$	<u><u>646,844.71</u></u>

Exceptions:

Council Agenda Coversheet	Agenda Item Number: 4.f. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Payroll Roster: Approval for Pay Periods Ending 12/31/2023, 01/15/2024, 01/31/2024, 02/15/2024, and 02/29/2024 Department: Finance Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends that Council approve the Payroll Rosters as presented. <u>Motion for Consideration</u> Motion to approve the Payroll Roster for the pay periods ending 12/31/2023, 01/15/2024, 01/31/2024, 02/15/2024, and 02/29/2024 <u>Summary</u> None. <u>Alternatives</u> None. <u>Fiscal Impact</u> 12/31/2023 Total: \$2,725,858.99 01/15/2024 Total: \$2,732,143.39 01/31/2024 Total: \$2,702,855.58 02/15/2024 Total: \$2,675,216.12 02/29/2024 Total: \$2,606,904.42		
<u>Attachments:</u> 1. 12/31 Roster 2. 1/15 Roster 3. 1/31 Roster 4. 2/15 Roster 5. 2/29 Roster		

Payroll Roster for Pay Period Ending 12/31/2023

All Departments:	March 13, 2024
City Attorney	26,158.87
City Council	4,663.30
City Manager	131,456.30
Civil Service	3,589.65
Community Planning	17,618.13
Economic Development	3,773.00
Engineering	50,483.23
Finance	50,944.90
Fire	119,448.16
Human Resources	15,806.00
Management Services	125,883.30
Non-Departmental	1,235.59
Parks, Recreation & Facilities	98,400.65
Police	521,741.61
Subtotal - General Fund	1,171,202.69
BI-PIN	10,691.51
Building Safety	47,714.68
Community Development	3,079.00
Criminal Justice	76,899.45
Equipment Rental	12,403.25
Medical Services	421,008.78
Risk Management	3,884.50
Stormwater	22,818.13
Street	44,536.77
Water & Sewer	135,710.43
Subtotal - Other Funds	778,746.50
Total Salaries and Wages	1,949,949.19
<u>Benefits</u>	
Dental Insurance	23,898.19
DRS Retirement	127,551.57
Employee Assistance Program	52.69
Medical Expense Reimbursement Plan	3,300.00
Medical Insurance	344,826.96
Medicare	27,233.77
MissionSquare Deferred Compensation	102,621.37
Social Security (OASDI)	87,626.92
Vision Insurance	3,487.34
WA Paid Family & Medical Leave	4,074.65
Worker's Compensation Insurance	51,236.34
Total Benefits	775,909.80
Grand Total	\$2,725,858.99

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,725,858.99 comprised of check numbers 77020 through 77023 and direct deposit numbers 220305 through 220731.

Approved for payment:



Michele Hamada, Interim Accounting Manager

Payroll Roster for Pay Period Ending 01/15/2024

All Departments:	March 13, 2024
City Attorney	26,700.05
City Council	5,202.50
City Manager	3,132.76
Civil Service	4,041.90
Community Planning	19,069.83
Economic Development	4,227.47
Engineering	53,416.87
Finance	54,877.03
Fire	134,426.70
Human Resources	16,783.31
Management Services	105,414.53
Non-Departmental	1,676.31
Parks, Recreation & Facilities	119,740.68
Police	592,353.34
Subtotal - General Fund	1,141,063.28
BI-PIN	11,418.98
Building Safety	51,347.40
Community Development	3,428.90
Criminal Justice	83,068.37
Equipment Rental	13,881.91
Medical Services	417,444.63
Risk Management	4,102.07
Stormwater	37,096.19
Street	37,425.78
Water & Sewer	147,339.26
Subtotal - Other Funds	806,553.49
Total Salaries and Wages	1,947,616.77
<u>Benefits</u>	
Dental Insurance	24,021.63
DRS Retirement	131,171.84
Employee Assistance Program	52.95
Life Insurance	5,064.38
Long-Term Disability Insurance	6,241.19
Medical Expense Reimbursement Plan	3,337.50
Medical Insurance	348,088.32
Medicare	27,521.25
MissionSquare Deferred Compensation	86,454.59
Social Security (OASDI)	86,977.20
Vision Insurance	3,510.40
WA Paid Family & Medical Leave	3,979.69
Worker's Compensation Insurance	58,105.68
Total Benefits	784,526.62
Grand Total	\$2,732,143.39

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,732,143.39 comprised of check numbers 77024 through 77065 and direct deposit numbers 220732 through 221164.

Approved for payment:



Michele Hamada, Interim Accounting Manager

Payroll Roster for Pay Period Ending 01/31/2024

All Departments:	March 13, 2024
City Attorney	26,798.36
City Council	5,050.00
City Manager	3,129.00
Community Planning	18,719.31
Economic Development	4,212.50
Engineering	49,053.68
Finance	60,897.02
Fire	111,141.69
Human Resources	17,432.10
Management Services	104,261.54
Non-Departmental	2,925.82
Parks, Recreation & Facilities	133,979.88
Police	559,614.71
Subtotal - General Fund	1,097,215.61
BI-PIN	11,107.75
Building Safety	47,398.84
Community Development	3,543.27
Criminal Justice	76,682.53
Equipment Rental	14,868.21
Medical Services	431,100.65
Risk Management	4,087.50
Stormwater	23,467.91
Street	43,670.65
Water & Sewer	167,042.81
Subtotal - Other Funds	822,970.12
Total Salaries and Wages	1,920,185.73
<u>Benefits</u>	
Dental Insurance	24,220.51
DRS Retirement	136,791.56
Employee Assistance Program	53.37
Medical Expense Reimbursement Plan	3,450.00
Medical Insurance	347,374.73
Medicare	27,496.91
MissionSquare Deferred Compensation	85,841.27
Social Security (OASDI)	87,245.66
Vision Insurance	3,510.40
WA Paid Family & Medical Leave	3,956.26
Worker's Compensation Insurance	62,729.18
Total Benefits	782,669.85
Grand Total	\$2,702,855.58

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,702,855.58 comprised of check numbers 77066 through 77110 and direct deposit numbers 221165 through 221593.

Approved for payment:

Michele Hamada

Michele Hamada, Interim Accounting Manager

Payroll Roster for Pay Period Ending 02/15/2024

All Departments:	March 13, 2024
City Attorney	27,173.71
City Council	5,202.50
City Manager	3,132.76
Civil Service	783.00
Community Planning	19,251.77
Economic Development	4,227.47
Engineering	56,447.17
Finance	64,335.83
Fire	121,281.25
Human Resources	17,542.54
Management Services	105,186.41
Non-Departmental	2,344.87
Parks, Recreation & Facilities	155,638.89
Police	523,461.52
Subtotal - General Fund	1,106,009.69
BI-PIN	11,418.97
Building Safety	50,184.75
Community Development	3,428.90
Criminal Justice	74,431.64
Equipment Rental	13,841.48
Medical Services	418,786.38
Risk Management	4,102.07
Stormwater	21,606.28
Street	37,756.53
Water & Sewer	146,061.70
Subtotal - Other Funds	781,618.70
Total Salaries and Wages	1,887,628.39
<u>Benefits</u>	
Dental Insurance	24,283.01
DRS Retirement	134,705.56
Employee Assistance Program	53.47
Life Insurance	5,150.56
Long-Term Disability Insurance	6,112.93
Medical Expense Reimbursement Plan	3,412.50
Medical Insurance	347,063.37
Medicare	27,485.82
MissionSquare Deferred Compensation	84,190.07
Social Security (OASDI)	87,330.37
Vision Insurance	3,541.28
WA Paid Family & Medical Leave	3,944.60
Worker's Compensation Insurance	60,314.19
Total Benefits	787,587.73
Grand Total	\$2,675,216.12

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,675,216.12 comprised of check numbers 77111 through 77150 and direct deposit numbers 221595 through 222035.

Approved for payment:

Michele Hamada

Michele Hamada, Interim Accounting Manager

Payroll Roster for Pay Period Ending 02/29/2024

All Departments:	March 12, 2024
City Attorney	27,022.91
City Council	5,050.00
City Manager	3,129.00
Civil Service	1,070.85
Community Planning	18,783.41
Economic Development	4,212.50
Engineering	59,243.95
Finance	65,680.69
Fire	111,725.91
Human Resources	17,495.26
Management Services	103,703.64
Non-Departmental	3,204.05
Parks, Recreation & Facilities	119,652.22
Police	523,473.65
Subtotal - General Fund	1,063,448.04
BI-PIN	11,107.76
Building Safety	50,271.27
Community Development	3,424.50
Criminal Justice	75,698.76
Equipment Rental	13,035.55
Medical Services	431,799.37
Risk Management	4,087.50
Stormwater	21,183.64
Street	32,511.25
Water & Sewer	134,304.75
Subtotal - Other Funds	777,424.35
Total Salaries and Wages	1,840,872.39
<u>Benefits</u>	
Dental Insurance	24,283.01
DRS Retirement	132,058.61
Employee Assistance Program	53.47
Medical Expense Reimbursement Plan	3,375.00
Medical Insurance	347,952.74
Medicare	26,276.24
MissionSquare Deferred Compensation	84,461.44
Social Security (OASDI)	82,092.92
Vision Insurance	3,518.12
WA Paid Family & Medical Leave	3,782.37
Worker's Compensation Insurance	58,178.11
Total Benefits	766,032.03
Grand Total	\$2,606,904.42

I, Michele Hamada, Interim Accounting Manager, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,606,904.42 comprised of check numbers 77151 through 77186 and direct deposit numbers 222040 through 222472.

Approved for payment:



Michele Hamada, Interim Accounting Manager

Council Agenda Coversheet 	Agenda Item Number: 4.g. Agenda Item Type: Boards and Commissions Subject: Kennewick Public Facilities District Appointment for Term Ending March 31, 2028 Department: Management Services Ord/Reso # Project #	Council Date: 3/19/2024 Category: Consent Agenda
<u>Recommendation</u> Staff recommends that Council accept the recommendation of the local agencies and reappoint Ron Hue to the Kennewick Public Facilities Board of Directors for a term expiring March 31, 2028. <u>Motion for Consideration</u> Motion to accept the recommendation of the local agencies and reappoint Ron Hue to the Kennewick Public Facilities Board of Directors for a four-year term ending March 31, 2028. <u>Summary</u> RCW 35.57.010(3)(a)(ii) provides that three of the five board members of the Kennewick Public Facilities District (KPFDD) be appointed based upon recommendations from local agencies. The position currently held by Ron Hue expires March 31, 2024. Mr. Hue has served on the KPFDD since 2016 and has expressed a willingness to continue for another term. Letters soliciting endorsements or alternative nominations were sent to the Pasco Chamber of Commerce, West Richland Chamber of Commerce, Tri-City Regional Chamber of Commerce, Hanford Atomic Metals Trade Council, TRIDEC, and Visit Tri-Cities. Subsequently, three entities responded affirmatively, expressing unanimous support for the reappointment of Mr. Hue to serve an additional four-year term until March 31, 2028. There were no responses against Mr. Hue or in favor of another person. <u>Alternatives</u> There are no recommended alternatives to consider. <u>Fiscal Impact</u> N/A		
<u>Attachments:</u> 1. TRIDEC Reply 2. Visit Tri-Cities Reply 3. Pasco Chamber Reply		

Krystal Townsend

From: Karl Dye <kdye@tridec.org>
Sent: Thursday, February 8, 2024 4:37 PM
To: Krystal Townsend
Subject: Re: Kennewick Public Facilities District Board of Director Nomination

Hi Krystal:
I vote for Mr. Hue to retain his seat on the KPFD board.
Thanks,
Karl

Karl Dye
President/CEO
TRIDEC

From: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Date: Wednesday, February 7, 2024 at 5:45 PM
To: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Cc: Dana Dollarhyde <Dana.Dollarhyde@ci.kennewick.wa.us>, Lisa Beaton <Lisa.Beaton@ci.kennewick.wa.us>
Subject: Kennewick Public Facilities District Board of Director Nomination

{This message has been sent as a blind copy to Lori Mattson, Kevin Lewis, Colin Hastings, Karl Dye, and the West Richland Chamber of Commerce to prevent a reply-all response}.

Good evening:

Pursuant to RCW 35.57.010(3)(a), the Kennewick City Council appoints three members to the Kennewick Public Facilities District based upon recommendations received from local organizations such as yours.

The current term of Ron Hue expires March 31, 2024. Mr. Hue has indicated a willingness to continue serving another four-year term expiring March 31, 2028.

Your recommendation is important to this process. I respectfully ask for your response to this email no later than March 9, 2024, with your decision for:

An affirmative vote for Mr. Hue
A negative vote against Mr. Hue
A write-in nomination. Note: If you choose this option, you must complete and return the attached application form.

If you have questions or concerns, please feel welcome to contact me.

Sincerely,



Krystal Townsend, CMC, CPRO
City Clerk
City of Kennewick, Management Services Department
O: 509-585-4273



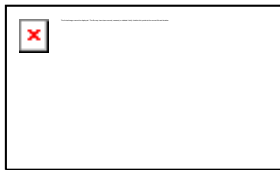
This communication (and any reply) is subject to the public records act, RCW 42.56. The City of Kennewick is committed to transparency in government and we will provide our customers the fullest assistance possible when they request access to public records. Individuals wishing to obtain public records shall submit their requests in accordance with the [City's Public Records Policy](#).

Krystal Townsend

From: Kevin Lewis <kevin@VisitTri-Cities.com>
Sent: Wednesday, February 7, 2024 6:20 PM
To: Krystal Townsend
Subject: Re: Kennewick Public Facilities District Board of Director Nomination

I vote affirmative for Ron Hue.

Thanks,



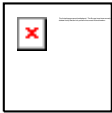
[VisitTri-Cities.com](https://www.visittricity.com)

KEVIN LEWIS

President & CEO | Visit Tri-Cities

509.735.8486 ext. 240

7130 W. Grandridge Blvd., Ste. B
Kennewick, WA 99336



We are proud to be awarded accreditation from the prestigious Destinations International.

From: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Date: Wednesday, February 7, 2024 at 5:45 PM
To: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Cc: dana.dollarhyde@ci.kennewick.wa.us <dana.dollarhyde@ci.kennewick.wa.us>, Lisa Beaton <Lisa.Beaton@ci.kennewick.wa.us>
Subject: Kennewick Public Facilities District Board of Director Nomination

{This message has been sent as a blind copy to Lori Mattson, Kevin Lewis, Colin Hastings, Karl Dye, and the West Richland Chamber of Commerce to prevent a reply-all response}.

Good evening:

Pursuant to RCW 35.57.010(3)(a), the Kennewick City Council appoints three members to the Kennewick Public Facilities District based upon recommendations received from local organizations such as yours.

The current term of Ron Hue expires March 31, 2024. Mr. Hue has indicated a willingness to continue serving another four-year term expiring March 31, 2028.

Your recommendation is important to this process. I respectfully ask for your response to this email no later than March 9, 2024, with your decision for:

An affirmative vote for Mr. Hue

A negative vote against Mr. Hue

A write-in nomination. Note: If you choose this option, you must complete and return the attached application form.

If you have questions or concerns, please feel welcome to contact me.

Sincerely,



Krystal Townsend, CMC, CPRO

City Clerk

City of Kennewick, Management Services Department

O: 509-585-4273



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Krystal Townsend

From: Colin Hastings <chastings@pascochamber.org>
Sent: Thursday, February 8, 2024 8:12 AM
To: Krystal Townsend
Subject: RE: Kennewick Public Facilities District Board of Director Nomination

We vote for Mr. Hue. Thank you!

PASCO
Chamber of Commerce
Celebrating 110 years of Service
to the Greater Pasco Area!

Colin Hastings / Executive Director
chastings@pascochamber.org

Pasco Chamber of Commerce
509.547.9755
1110 Osprey Pointe Boulevard – Suite 101 Pasco, WA 99301
www.pascochamber.org

From: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Sent: Thursday, February 8, 2024 7:55 AM
To: Krystal Townsend <Krystal.Townsend@ci.kennewick.wa.us>
Subject: Kennewick Public Facilities District Board of Director Nomination

{This message has been sent as a blind copy to Lori Mattson, Kevin Lewis, Colin Hastings, Karl Dye, and the West Richland Chamber of Commerce to prevent a reply-all response}.

Good morning:

Pursuant to RCW 35.57.010(3)(a), the Kennewick City Council appoints three members to the Kennewick Public Facilities District based upon recommendations received from local organizations such as yours.

The current term of Ron Hue expires March 31, 2024. Mr. Hue has indicated a willingness to continue serving another four-year term expiring March 31, 2028.

Your recommendation is important to this process. I respectfully ask for your response to this email no later than March 9, 2024, with your decision for:

- An affirmative vote for Mr. Hue
- A negative vote against Mr. Hue
- A write-in nomination. Note: If you choose this option, you must complete and return the attached application form.

If you have questions or concerns, please feel welcome to contact me.

Sincerely,



Krystal Townsend, CMC, CPRO

City Clerk

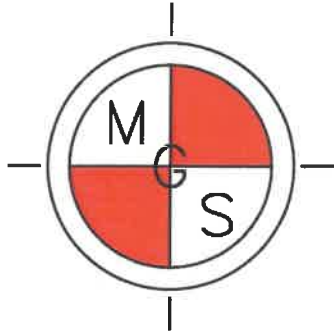
City of Kennewick, Management Services Department

O: 509-585-4273



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Council Agenda Coversheet	Agenda Item Number: 4.h. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: Contract/Agreement/Lease Subject: Easement: Approval of Benton PUD Electrical Easement Department: Fire Department Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends authorizing the Mayor to sign the deeds for Right of Way Easements to Benton Public Utility District No. 1 for the City owned property located on Benton County Parcels 1-0189-4BP-5730-002 and 1-0189-4BP-5736-003. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the deeds authorizing a right of way easement be granted to Public Utility District No. 1 of Benton County for the purposes of access, construction, and maintenance of an electrical line and facilities located on Benton County parcels 1-0189-4BP-5730-002 and 1-0189-4BP-5736-003. <u>Summary</u> Benton PUD is requesting the City grant a 10-foot wide right of way easement beginning at the southwest corner of Lot 1 of Binding Site Plan 5730 through the northwest corner of Lot 3 for the purposes of access, construction and maintenance of an electrical line and related facilities. <u>Alternatives</u> None. <u>Fiscal Impact</u> None.		
<u>Attachments:</u> 1. Map (Lot 1) 2. Map (Lot 3) 3. Deed (Lot 1) 4. Deed (Lot 3)		



MGS
PASCO, INC.

809 S Auburn St. Kennewick, Washington 99301
(509) 491-1071

August 30, 2023



ELECTRICAL EASEMENT

An easement for the purpose of access, construction and maintenance of a Electrical Line and related facilities, under and across a parcel of land, located in a portion of Lot 2 of that certain Binding Site Plan, recorded under Volume 1 of Surveys at Page 5730 records of Benton County, Washington, located in a portion of the Southeast Quarter of Section 1, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, in which the width varies, described as follows;

Beginning at the Southwest corner of said Lot 1 of said BINDING SITE PLAN 5730;

Thence North 00°31'22" East along the West line of said Lots 1 and 2, 323.19 feet to the North line of that certain 10.00 foot Electrical Easement as Recorded under AF NO. 93-37398 Records of Benton County, Washington, said point also being the TRUE POINT OF BEGINNING;

Thence South 78°25'56" East along North line of said Easement 58.95 feet;

Thence North 89°58'31" East 31.93 feet;

Thence North 00°00'00" West 15.00 feet;

Thence South 90°00'00" West 55.42 feet;

Thence North 78°25'56" West 34.89 feet;

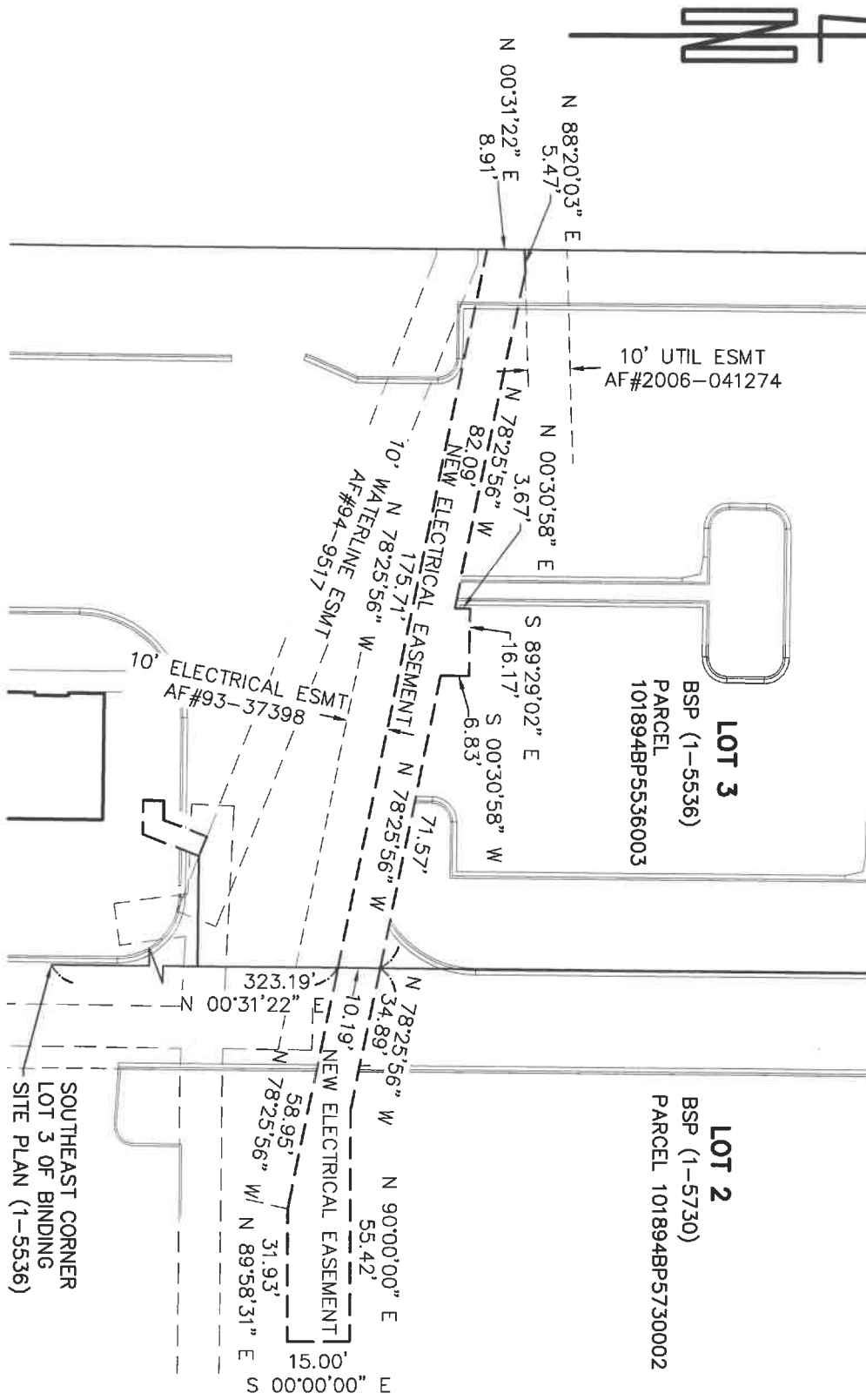
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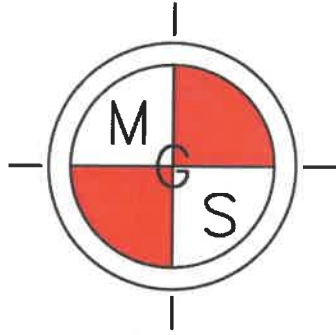
NEW ELECTRICAL EASEMENT

JOB NO: 22-246

DATE: 8-30-23

NOT TO SCALE





MGS
PASCO, INC.

809 S Auburn St. Kennewick, Washington 99301
(509) 491-1071

August 30, 2023



ELECTRICAL EASEMENT

An easement for the purpose of access, construction and maintenance of a Water Line and related facilities, under and across a parcel of land, located in a portion of Lot 3 of that certain Binding Site Plan, recorded under Volume 1 of Surveys at Page 5536 records of Benton County, Washington, located in a portion of the Southeast Quarter of Section 1, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, in which the width varies, described as follows;

Beginning at the Southeast corner of said Lot 3;

Thence North $00^{\circ}31'22''$ East along the East line of said Lot 3, 323.19 feet to the North line of that certain 10.00 foot Electrical Easement as Recorded under AF NO. 93-37398 Records of Benton County, Washington, said point also being the TRUE POINT OF BEGINNING;

Thence North $78^{\circ}25'56''$ West along North line of said Easement 175.71 feet;

Thence North $00^{\circ}31'22''$ East 8.91 feet;

Thence North $88^{\circ}20'03''$ East 5.47 feet;

Thence South $78^{\circ}25'56''$ East 82.09 feet;

Thence North $00^{\circ}30'58''$ East 3.67 feet;

Thence South $89^{\circ}29'02''$ East 16.17 feet;

Thence South 00°30'58" West 6.83 feet;

Thence South 78°25'56" East 71.57 feet;

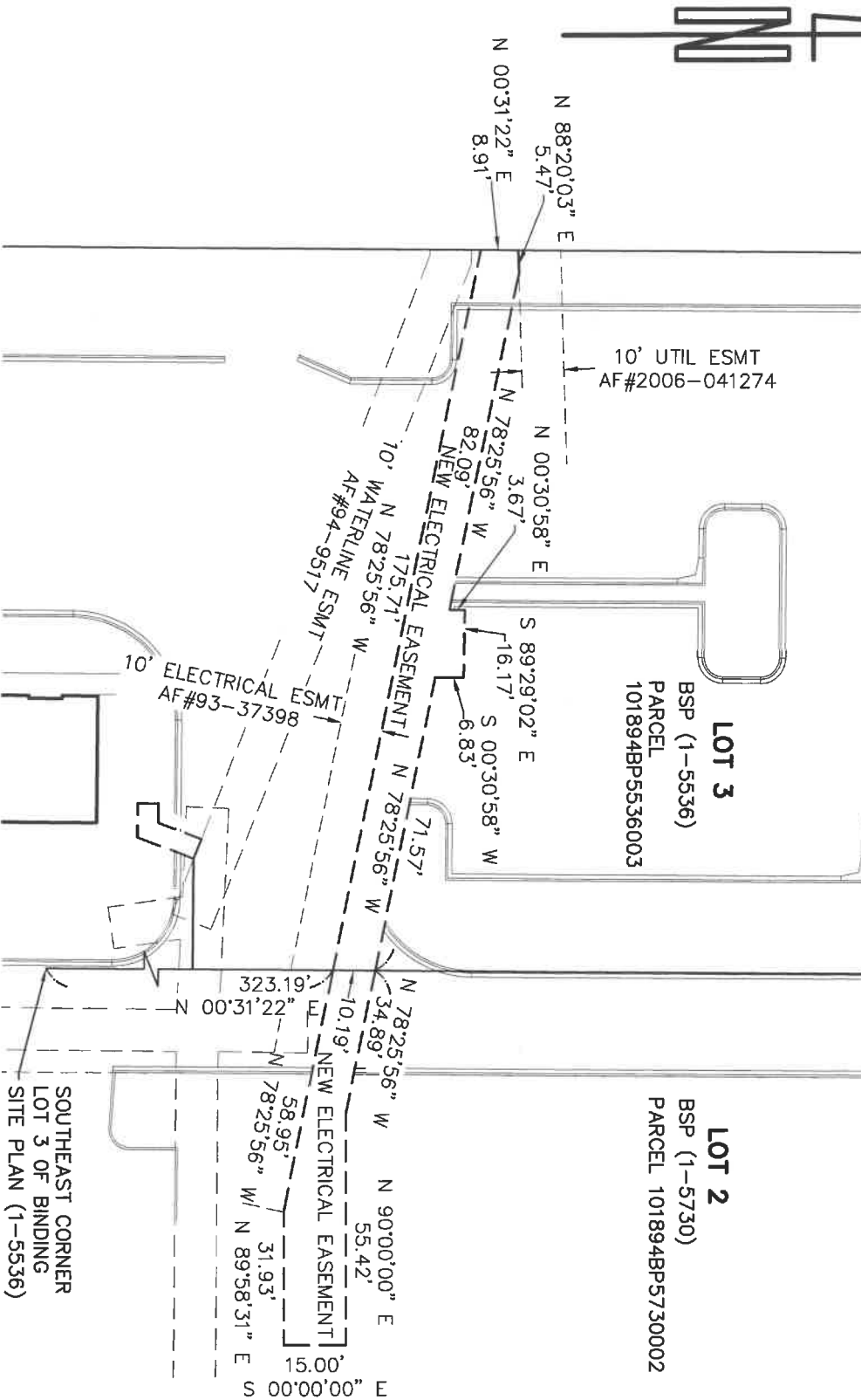
Thence South 00°31'22" West 10.19 feet to the TRUE POINT OF BEGINNING;

NEW ELECTRICAL EASEMENT

JOB NO: 22-246

DATE: 8-30-23

NOT TO SCALE



Return To: Benton PUD
P.O. Box 6270
Kennewick, WA 99336

RIGHT OF WAY EASEMENT

THE GRANTOR(S) Benton County
of _____ County, State of Washington, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of BENTON COUNTY (Grantee), a municipal corporation in the State of Washington, and to its successors and sub-lessee or assigns, and its permittees and licensees, (hereinafter all included in any reference to "Grantee") a perpetual right of way easement described below.

Assessor's Property Tax Parcel Acct. #1-0189-4BP-5730-002

DESCRIPTION:

An easement for the purpose of access, construction and maintenance of an Electrical Line and related facilities, under and across a parcel of land, located in a portion of Lot 2 of that certain Binding Site Plan, recorded under Volume 1 of Surveys at Page 5730 Records of Benton County, Washington, located in a portion of the Southeast quarter of Section 1, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, in which the width varies, described as follows;

Beginning at the Southwest corner of said Lot 1 of said Binding Site Plan 5730;

Thence North 00°31'22" East along the West line of said Lots 1 and 2, 323.19 feet to the North line of that certain 10.00-foot Electrical Easement as Recorded under Auditors File No. 93-37398 Records of Benton County, Washington, said point also being the TRUE POINT OF BEGINNING;

Thence South 78°25'56" East along North line of said Easement 58.95 feet;
Thence North 89°58'31" East 31.93 feet;
Thence North 00°00'00" West 15.00 feet;
Thence South 90°00'00" West 55.42 feet;

Thence North 78°25'56" West 34.89 feet;
Thence South 00°31'22" West 10.19 feet to the TRUE POINT OF BEGINNING;

all situated in the County of Benton, State of Washington,

This easement includes the right, privilege and authority of ingress and egress to install, construct, erect, alter, repair, improve, extend, maintain, operate, change, remove, reconstruct, renew and test, electric distribution, transmission and communications facilities and appurtenances in, on, over, under and across said easement. These facilities may consist of poles, wires, cables, underground facilities, vaults, conduits, anchors, braces, guys, cross-arms, insulators, transformers, structures, signal wires, and other electrical and communications equipment, devices and structures necessary for the transmission of such services. These facilities shall also include devices that are not now used for transmitting said services but may be used in the future. The Grantor(s) agree(s) that all cables, wires and other facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee.

Grantee shall have the right to enter and travel along said easement, from time to time, for patrolling purposes and the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of exercising all rights hereby granted.

Grantee shall also have the right to use this easement to extend electrical and communication services to present and future customers whether or not their property is adjacent to the easement.

Grantee shall have the right to cut, slash, trim and otherwise remove any and all brush, debris, trees, and other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said electrical and communication facilities, or to persons or property by reason of their proximity to said facilities. Title to any such material removed shall be vested in Grantee in consideration of any damages incurred as a result of said growth and the cost of removal of same.

Grantor may grant to a third party, upon such terms as it chooses, any or all of the rights reserved by it herein provided, however, that such use shall not unreasonably interfere with the rights granted to the Grantee.

Grantor covenants not to deposit land or other fill upon land within the easement such that it will reduce clearance between the land and any electrical and communication services below the minimum clearance required by law. Grantor also covenants not to build, place or allow to be built or placed any structure of any kind on the easement without the written approval of Grantee.

Grantor covenants to have the right and power to convey this easement and right of way. Grantor is lawfully seized and possessed of land, free of encumbrances, and will forever warrant and defend title. This easement runs with the land and is binding upon Grantor, its agents, successors, heirs and assigns.

TITLE:

The presence and use of said electric and communications facilities on this easement shall give no title in said land to Grantee.

RECORDING COSTS:

The Grantee may pay all costs incidental to the preparation of this instrument and for the procurement of such title evidence as may be required.

Dated this _____ day of _____, 20____.

Grantor's Signature

Grantor's Signature

Grantor's Signature

Grantor's Signature

ACKNOWLEDGMENT – Corporate

STATE of _____ }
County of _____ }

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and _____
me *known/proven* to be the _____ (Title) and _____
respectively, of _____ the corporation that signed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 20____.



Notary's Signature

My Appointment Expires _____

NOTARY SEAL-Recordable Document, Please follow RCW65.04

Return To: Benton PUD
P.O. Box 6270
Kennewick, WA 99336

RIGHT OF WAY EASEMENT

THE GRANTOR(S) _____ City of Kennewick _____
of _____ County, State of _____ Washington _____, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of BENTON COUNTY (Grantee), a municipal corporation in the State of Washington, and to its successors and sub-lessee or assigns, and its permittees and licensees, (hereinafter all included in any reference to "Grantee") a perpetual right of way easement described below.

Assessor's Property Tax Parcel Acct. #1-0189-4BP-5736-003

DESCRIPTION:

An easement for the purpose of access, construction and maintenance of an Electrical Line and related facilities, under and across a parcel of land, located in a portion of Lot 3 of that certain Binding Site Plan recorded under Volume 1 of Surveys at Page 5536 Records of Benton County, Washington, located in a portion of the Southeast quarter of Section 1, Township 8 North, Range 29 East, Willamette Meridian, Benton County, Washington, in which the width varies, described as follows:

Beginning at the Southeast corner of said Lot 3;

Thence North 00°31'22" East along the East line of said Lot 3, 323.19 feet to the North line of that certain 10.00-foot Electrical Easement as Recorded under Auditors File No. 93-37398 Records of Benton County, Washington, said point also being the TRUE POINT OF BEGINNING;

Thence North 78°25'56" West along North line of said Easement 175.71 feet;
Thence North 00°31'22" East 8.91 feet;
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Thence South 78°25'56" East 82.09 feet;

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Thence South 78°25'56" East 71.57 feet;
Thence South 00°31'22" West 10.19 feet to the TRUE POINT OF BEGINNING;

all situated in the County of Benton, State of Washington,

This easement includes the right, privilege and authority of ingress and egress to install, construct, erect, alter, repair, improve, extend, maintain, operate, change, remove, reconstruct, renew and test, electric distribution, transmission and communications facilities and appurtenances in, on, over, under and across said easement. These facilities may consist of poles, wires, cables, underground facilities, vaults, conduits, anchors, braces, guys, cross-arms, insulators, transformers, structures, signal wires, and other electrical and communications equipment, devices and structures necessary for the transmission of such services. These facilities shall also include devices that are not now used for transmitting said services but may be used in the future. The Grantor(s) agree(s) that all cables, wires and other facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee.

Grantee shall have the right to enter and travel along said easement, from time to time, for patrolling purposes and the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of exercising all rights hereby granted.

Grantee shall also have the right to use this easement to extend electrical and communication services to present and future customers whether or not their property is adjacent to the easement.

Grantee shall have the right to cut, slash, trim and otherwise remove any and all brush, debris, trees, and other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said electrical and communication facilities, or to persons or property by reason of their proximity to said facilities. Title to any such material removed shall be vested in Grantee in consideration of any damages incurred as a result of said growth and the cost of removal of same.

Grantor may grant to a third party, upon such terms as it chooses, any or all of the rights reserved by it herein provided, however, that such use shall not unreasonably interfere with the rights granted to the Grantee.

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allow to be built or placed any structure of any kind on the easement without the written approval of Grantee.

Grantor covenants to have the right and power to convey this easement and right of way. Grantor is lawfully seized and possessed of land, free of encumbrances, and will forever warrant and defend title. This easement runs with the land and is binding upon Grantor, its agents, successors, heirs and assigns.

TITLE:

The presence and use of said electric and communications facilities on this easement shall give no title in said land to Grantee.

RECORDING COSTS:

The Grantee may pay all costs incidental to the preparation of this instrument and for the procurement of such title evidence as may be required.

Dated this _____ day of _____, 20____.

Grantor's Signature

Grantor's Signature

Grantor's Signature

Grantor's Signature

ACKNOWLEDGMENT – Corporate

STATE of _____ }
County of _____ }

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and _____
me *known/proven* to be the _____ (Title) and _____
respectively, of _____ the corporation that signed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 20____.



Notary's Signature

My Appointment Expires _____

NOTARY SEAL-Recordable Document, Please follow RCW65.04

Council Agenda Coversheet 	Agenda Item Number: 4.i. Agenda Item Type: Contract/Agreement/Lease Subject: Interlocal Agreement: Approval of School Resource Officer (SRO) Interlocal Agreement with Kennewick School District Department: Police Department Ord/Reso # Project #	Council Date: 3/19/2024 Category: Consent Agenda
<u>Recommendation</u> Staff recommends approval of the School Resource Officer Interlocal Agreement as presented. <u>Motion for Consideration</u> Motion to authorize the Mayor to sign the School Resource Officer Interlocal Agreement between the Kennewick School District and the City of Kennewick. <u>Summary</u> We have been working with the Kennewick School District to update the existing agreement. The last agreement was completed in 2007 and only included School Resource Officers (SRO's) within high schools. The updated agreement now includes School Resource Officers in the middle schools. In addition, the updated agreement incorporates language from the memorandum of understanding regarding training and other items. <u>Alternatives</u> <u>Fiscal Impact</u> This agreement identifies equal cost sharing between the City of Kennewick and the Kennewick School District. <u>Attachments:</u> 1. Agreement		

School Resource Officer Agreement

This agreement, made and entered into this 13th day of Dec. 2023 by and between the School Board of the Kennewick School District (referred to herein as "District"), and the City of Kennewick (referred to herein as "City"), is for the continuation of the School Resource Officer (referred to as "SRO") program in the public school system of the City of Kennewick.

Witnesseth:

That the District and City through the Kennewick Police Department (KPD) intend to provide law enforcement and related services to the public schools of the City of Kennewick as hereafter described, and that the District and KPD will mutually benefit from the SRO program.

Now, therefore, the terms of this agreement are as follows:

Article I. Obligation of the City and the SRO's are as follows:

A. Provision of School Resource Officers. The KPD shall assign one regularly employed officer to each of the following schools:

1. Kamiakin High School
2. Kennewick High School
3. Southridge High School
4. Park Middle School
5. Highlands Middle School
6. Horse Heaven Hills Middle School
7. Chinook Middle School
8. Desert Hills Middle School

Upon mutual agreement between the District and the City additional SROs may be selected and assigned to other schools as outlined in this agreement.

B. Selection of the School Resource Officers. The Chief of KPD (or his/her designee) and the Principal (or his/her designee) of the school to which the SRO will be assigned shall interview and select the SRO on the basis of the following evaluation criteria:

1. The SRO must have the ability to deal effectively with students.
2. The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among our young people. Therefore, the personality, grooming and communication skills of the SRO should be of such a nature so that a positive image of the Kennewick Police Department is reflected. The SRO should sincerely want to work with the staff and students at the particular school to which he/she is assigned.
3. The SRO must have the ability to provide good quality educational services and/or resources in the area of law enforcement. The education, background experience level and communication skills of the SRO must be of high caliber so he/she can effectively provide resource teaching services, when requested.
4. The SRO must have the desire and ability to work cooperatively with the Principal and his/her administrative staff.
5. The SRO must be a Washington State certified law enforcement officer.

C. Regular duty hours of the School Resource Officer:

1. The SRO will be assigned to his/her school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. Notification shall be made to the administrative designee when physically leaving the building. The normal shift will be from 7:00 AM to 3:00 PM. The SRO is not required to be on school grounds during "Snow days." This time will be made up as per the school calendar.
2. Upon approval, the SRO will be entitled to use annual leave in accordance with the KPOBA collective bargaining agreement.
3. The SRO may be temporarily reassigned only during the period of a law enforcement emergency as such may be determined to exist by the Chief of Police of KPD. In the emergency extends beyond one school day, the Principal will be contacted to discuss alternative ways to fulfill the SRO contract.

D. Duties of the School Resource Officers. While on duty, the SRO shall perform the following duties:

1. Conduct criminal investigations of violations of the law on School District property as assigned by KPD. When the SRO is conducting an on-campus criminal investigative interview in which a student is a suspect, a member of the school administration or their designee will be present.
2. Make arrests and referrals of criminal law violators.
3. Provide law enforcement input into school-based security and assist in maintaining the peace on District property.
4. Secure, handle and preserve evidence.
5. Recover District property through working with other police agencies.
6. Provide counseling to students and/or parents on the request of the Principal, or his/her designee.
7. Make referrals to social agencies as appropriate. This does not relieve other mandatory reporters of their responsibilities.
8. Speak to classes on the law, which includes search and seizure, criminal law, motor vehicle law and other topics (as approved by KPD) when assigned to speak by the Principal or his/her designee.
9. Act as a resource person in the area of law enforcement education at the request of the Principal or his/her designee.
10. Coordinate with other KPD Youth Services staff to ensure consistency and continuity of services.
11. Perform other duties as mutually agreed upon by the Principal and the SRO, as long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with local, state and federal law and the policies and procedures of the KPD and the District.

12. Wear the official Class A or Class B police uniform of the KPD, which shall be provided at the expense of the department; however, civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal, KPD supervisor of the SRO, and the SRO.
 13. Follow and conform to all School District policies and procedures that do not conflict with the policies and procedures of the KPD. The parties to this agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act.
 14. Maintain a "Monthly Activity Report" or other such reporting regarding his/her activities, as required by the District and KPD. These reports will be due on the 5th day of each month.
 15. Attend all KPD approved training as required to maintain law enforcement qualifications and certifications as outlined by the KPD supervisor for the SROs. Every effort will be made to provide this training on non-school days.
- E. Support services to be provided by KPD. The Police Department or the SRO will provide the following support services:
1. Provide coordination on the development, implementation and evaluation of security programs in the school assigned.
 2. Coordinate with school administrators, staff, law enforcement agencies and courts to promote order on the school campuses.
 3. Coordinate crime prevention activities at their assigned school.
 4. Participate as a member of the school safety committee.
 5. Coordinate with the Principal or his/her designee and the KPD SRO supervisor, the scheduling of the SRO at extracurricular activities, including such after-school activities for which reimbursement is due, pursuant to Article III below. Additional KPD personnel for after-school security activities may be requested through the "Extra-Duty Employment" coordinator at KPD.
 6. Make presentations to civic groups as requested.
 7. Provide information on all offense reports taken by the SRO to the school administration, upon request (consistent with RCW 24.17).
 8. Receive and dispatch complaints via telephone, "Walk-ins" and radio.
 9. Maintain and file Uniform Crime Reporting (UCR) records and/or Incident Based Reporting (IBR) records according to Washington State law.
 10. Process all police reports.
 11. Maintain copies of reports generated by officers in compliance with state and federal laws.
 12. Maintain Criminal Justice Standards, as required by law.
 13. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this agreement shall be shared equally by the City of Kennewick and the Kennewick School District.

Any activity requiring the services of the SRO occurring off campus shall be contingent on the approval of the Chief of Police and/or his designee and the notification of the Principal. The KPD shall coordinate with the Principal for building coverage.

Article II. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, transfer and dismissal of its personnel.

Article III. In consideration of the services provided herein, the District and City shall share equally in the personnel costs of each SRO. Payments shall be made in quarterly installments, when the quarterly reports are submitted to the District and City. The District shall, however, reimburse the City for all security services performed at school functions occurring after regular school hours. The rate of reimbursement for such after-school activities shall be in accordance with the KPD collective bargaining agreement and "Extra-Duty Employment" policies and procedures. The extra service will be pre-determined by the high school Principals and be included in the quarterly installments.

Article IV. Legislative Mandates: The District and KPD will annually review the SRO program using a process that involves parents, students, and community members and adopt an updated agreement as appropriate.

A. Mission and Purpose

The mission of the SRO program is to improve school safety and the educational climate at schools within the Kennewick School District. The purpose of this Agreement is to fulfill the requirements of RCW 28A.320.124(2), which requires an agreement between school districts and the local law enforcement agency for Implementation of a School Resource Officer (SRO) program and specifies elements that must be Incorporated into such an agreement. Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the District and the Police Department. This Agreement Is not Intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

B. SRO Roles, Duties, and Limitations

The role of the SRO on campus typically involves three parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the District Is to keep students out of the criminal justice system when possible. The District shall integrate the SRO into the school community through participation in faculty and student meetings and assemblies as appropriate. SROs shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. The SRO is a valuable team member of School Based Threat Assessment Teams, which are preventative in purpose, and SROs are encouraged to participate consistent with Policy and Procedure 4411 - Relations with Law enforcement, Child Protective Services and the county Health Department and 4520 Cooperative Programs with Other School Districts and Public Agencies.

The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designee, with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. SROs will be appropriately trained to know when to interact with students informally to reinforce school rules and when to enforce the law. The SRO program does not diminish the District's authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the District. Principals or their designee maintain order and handle all student

discipline matters consistent with Student Discipline Policy and Procedure 3300.

C. Requests for Intervention

Teachers and school administrators may ask an SRO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with 3313 - Emergency Removal, 3314 - Student Exceptional Misconduct and 3400 - Student Welfare. SROs do not need to be asked before intervening in emergencies.

As a general rule, law enforcement activity should take place at a location other than school premises. However, there are circumstances where formal law enforcement intervention/activity at school is warranted and may be conducted by an SRO. These law enforcement activities may include Interviews and Interrogations; search of a student's person, possessions, or locker; citations, filing of delinquency petitions, referrals to a probation officer, actual arrests, and other referrals to the juvenile justice system, consistent with 4411 - Interview and Interrogations of Students on School Premises, and 3230 - Student Privacy and Searches, 4314 - Disruption of School Operations.

Per RCW 10.93.160, SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about an individual's immigration or citizenship status or place of birth. The SRO will not provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, consistent with 4411 - District Relationship with Law Enforcement and other Government Agencies.

D. Training of SRO

The SRO is an employee of the Police Department. The Police Department retains the authority and responsibility for training its employees, including SROs. By signing this Agreement, the Police Department confirms SROs assigned to the District have been trained in all areas required by RCW 28A.320.124(1), including:

1. Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools
2. Child and adolescent development
3. Trauma-Informed approaches to working with youth
4. Recognizing and responding to youth mental health issues
5. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities
6. Collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement
7. Local and national disparities in the use of force and arrest of children
8. De-escalation techniques when working with youth or groups of youth
9. State law regarding restraint and isolation in schools, including RCW 28A.600.485

10. Bias free policing and cultural competency, including best practices for Interacting with students from particular backgrounds, including English learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and Immigrants; and
11. The federal Family Educational Rights and Privacy Act (FERPA) {20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes.

E. Complaint Resolution

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community that complies with Police Department policies. The complaint resolution system will register concerns regarding the SRO or the SRO Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the Identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections. The District will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

F. Data Collection and Reporting

The SRO, Police Department, and the District shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by School, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the Federal Rehabilitation Act of 1973. Data collection shall be maintained by the law enforcement agency.

Article V. Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

Article VI. To transfer an SRO from his/her position at his/her assigned school, the following procedure must be followed:

The Principal will recommend to the Superintendent or designee that the SRO be removed from the program at his/her school, stating the reasons for the recommendation in writing. Within a reasonable period of time after receiving the recommendation to remove an SRO, the Superintendent, or designee, will meeting with the Chief of Police, or designee, to mediate or resolve any problem that may exist between the SRO and the staff at his/her assigned school. With the agreement of the Superintendent and the Chief of Police, or their designees, the SRO, or specific members of the staff from the school, may be required to be present at the mediation meeting. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved or mediated, in the opinion of both the Superintendent and the Chief of Police, or their designee(s), then the SRO will be removed from the program at the school and a replacement will be selected. As provided elsewhere in this agreement.

There may be occasions when the Kennewick Police Department elects to reassign an SRO to other duties within the Department. These may include, but are not limited to, promotion, career development opportunities for other personnel, discipline, etc. If KPD reassigns the SRO adequate notice will be provided to the District and the Principal or his designee(s), will be asked to participate in the selection process for the replacement SRO.

Article VII. The term of this agreement shall be continuous. The City shall provide the District with a yearly estimate of personnel costs as outlined in the collective bargaining agreement between the City of Kennewick and the Kennewick Police Officers Benefit Association. This estimate will be provided by January 30th of each year. The District shall receive the SRO services described in Article I starting five days prior to school beginning and shall continue through the school year.

Article VIII. The obligations of the District are as follows:

- A. The District shall provide the SRO, in each school to which an SRO is assigned, the following materials and facilities necessary to the performance of the duties of the SRO, enumerate herein:
 - 1. Access to a private office, which is properly lighted, with a telephone to be used for general business purposes.
 - 2. A location for files and records, which can be properly locked and secured.
 - 3. A desk with drawers, a chair, worktable, filing cabinet and office supplies (i.e., paper, pencils, pens, etc.)
 - 4. Access to a computer workstation.
 - 5. Lockable gun safe.
- B. The District in conjunction with the Principal of the school where the SRO is assigned has the responsibility to:
 - 1. Facilitate cooperation between the SRO, faculty and staff of the assigned school.
 - 2. Keep the SRO informed for activities and events pertaining to their assignment.
 - 3. Include the SRO in regular meeting with the staff at their assigned school.
 - 4. Facilitate team building between the SRO and all members of the assigned school.

Article IX. The City and District will collaborate on identifying and accessing funding sources for the SRO program that includes but are not limited to state and federal grants.

Article X. This agreement may be terminated by either party (including individual high schools) upon thirty (30) days written notice that the other party failed substantially to perform in accordance with the terms and conditions of the agreement through no fault of the party initiating termination. This agreement may also be terminated without cause by either party upon thirty (30) days written notice. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District shall be entitled to a prorated refund, in accordance with the formula contained in Article VII, for each day that SRO services are not provided because of the termination of this agreement.

Article XI. The City and the District promise to defend, indemnify and hold harmless each other from any loss, claim or liability arising from or out of the negligent actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the Parties or other at fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:

- a. Waive any defense arising out of RCW Title 51.
- b. Limit the ability of the City or District to exercise any right, defense, or remedy which it may have with respect to third parties or employees whose action or inaction give rise to loss, claim or liability, including but not limited to, an assertion that the employee acted beyond the scope of employment.
- c. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any

individual, or for judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Article XII. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed to the addresses provided below:

City of Kennewick
Attn: Kennewick Police Chief

Kennewick School District
Attn: Superintendent

Article XIII. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement.

Article XIV. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Article XV. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Article XVI. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Kennewick

Gretl Crawford
Mayor

Attest:

Krystal Townsend, City Clerk

Kennewick School District

Chairperson
Kennewick School Board

Attest:

Kennewick School Board- Ex Officio
Secretary

Approved as to Form:

Lisa Beaton, City Attorney

Approved as to Form:



Kennewick School District Attorney
Branson Brown

Council Agenda Coversheet	Agenda Item Number: 4.j. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Annexation: Setting the Public Meeting Date for AZ-2024-0001, Ranchland Homes, LLC Department: Community Planning Ord/Reso # Project #	Contract # Permit # AZ-2024-0001
<u>Recommendation</u> Staff recommends that the City Council set the required public meeting for AZ-2024-0001 on April 2, 2024. <u>Motion for Consideration</u> Motion to set the date of April 2, 2024, for the required public meeting on Annexation AZ-2024-0001, Ranchland Homes, LLC (2107 S Clodfelter Road). <u>Summary</u> On February 8, 2024, a complete Notice of Intent to Petition for Annexation was received. The proposal includes two parcels, one at 2107 S Clodfelter Street and the other is an unaddressed adjacent parcel to the south, totaling 15.53 acres. The site has a comprehensive plan land use designation of Medium Density Residential. RCW 35A.14.120 requires that the City Council hold a public meeting with the petitioner to determine if the City will accept, reject or geographically modify the proposed annexation boundary, whether it shall require the simultaneous adoption of a proposed zoning regulation and whether it shall require the assumption of all or of any portion of existing City indebtedness by the area to be annexed. <u>Alternatives</u> No alternatives are recommended by staff. <u>Fiscal Impact</u> None		
<u>Attachments:</u> 1. Legal Description 2. Notice of Intention 3. Site Map		

EXHIBIT "A"
Legal Description

That part of the South half of the North half of the Southeast quarter of the Southwest quarter and that part of the South half or the Southeast quarter of the Southwest quarter Of Section 12 Township 8 North, Range 28 East W.M. lying Southeasterly and Northeasterly of a line described as BEGINNING AT A POINT opposite Highway Engineer's Station (hereafter referred to as HES) CL 169+44.33 on the LC Line Survey or SR 82, Goose Gap Road Vicinity to JCT. SR 14 and 30 feet Southeasterly therefrom;
thence Southwesterly parallel with said CL line survey to a point opposite HES CL 171+00 thereon;
thence Southeasterly therefrom;
thence Southwesterly to a point opposite HES LE 1449+36.28 on the LE Line Survey or said Highway and 207.77 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1450+00 on said LE line survey and 210 feet Northeasterly therefrom;
thence Southeasterly to a point opposite HES LE 1452+98 on said LE Line Survey and 241.28 feet northeasterly therefrom;
thence southeasterly to a point opposite HES LE 1460+00 on said LE Line Survey and 315 feet Northeasterly therefrom and the END of the this line description.

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EXHIBIT "A"
Legal Description

The North half of the Southwest quarter and the North half of the North half of the South half of the Southwest quarter lying East of Clodfelter Road, Section 12, Township 8 North, Range 28 East, W.M., Benton County, Washington, EXCEPT Roads.

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Mitchell Creer, LLC,
3805 W. Van Giesen St.
West Richland, WA 99353
britt@ranchlandhomes.com
509-554-2223
February 1st, 2024

City of Kennewick
Attn: Community Planning Dept
210 W. 6th Ave.
Kennewick, WA 99336

Subject: Annexation Request for Parcel 1-1288-300-0006-000 and Parcel 1-1288-300-0001-000

Dear Anthony Muai,

I am writing to formally request the annexation of the two parcels referenced above into the City of Kennewick. Those parcels are better described on the attached Exhibit A's reflecting both legal descriptions. I believe that this annexation is in the best interest of both the community and my property. I have outlined the reasons for this request below.

1. ****Continuity for Development purposes:** **I own the neighboring 107 acres, for which I plan to develop several Multi-family dwellings. The parcels in question will be included as a part of this project. This project will include the construction of public roads, sidewalks, curbing, water and sewer hookups, signage, etc. The annexation of these two parcels will avoid duplicating efforts and alleviate potential confusion, making the development process easier to navigate for everyone involved.
2. ****Alignment with City Services:** ** The annexation of my property will ensure that I have access to all the essential city services, including water, sewer, garbage collection, and emergency services. This will contribute to the overall improvement of the quality of life for both current and future residents.
3. ****Zoning and Land Use Benefits:** ** Being part of the City of Kennewick will provide my property with the opportunity to benefit from the city's comprehensive zoning and land use planning. This will ensure that development and land use are in accordance with the city's vision, promoting responsible and sustainable growth.
4. ****Economic Advantages:** ** Annexation will result in increased property values, benefiting both the city's tax base and property owners. Additionally, businesses in the annexed area may benefit from a more supportive economic environment, fostering growth and prosperity.

Enclosed with this letter, please find the necessary documentation, including legal descriptions of the property, a survey map, and signed Petition.

I understand that the annexation process involves legal procedures, public hearings, and potential negotiations. I am more than willing to cooperate fully and provide any additional information to facilitate a smooth annexation process.

Thank you for considering my request. I look forward to the opportunity to discuss this matter further and address any questions or concerns that may arise.

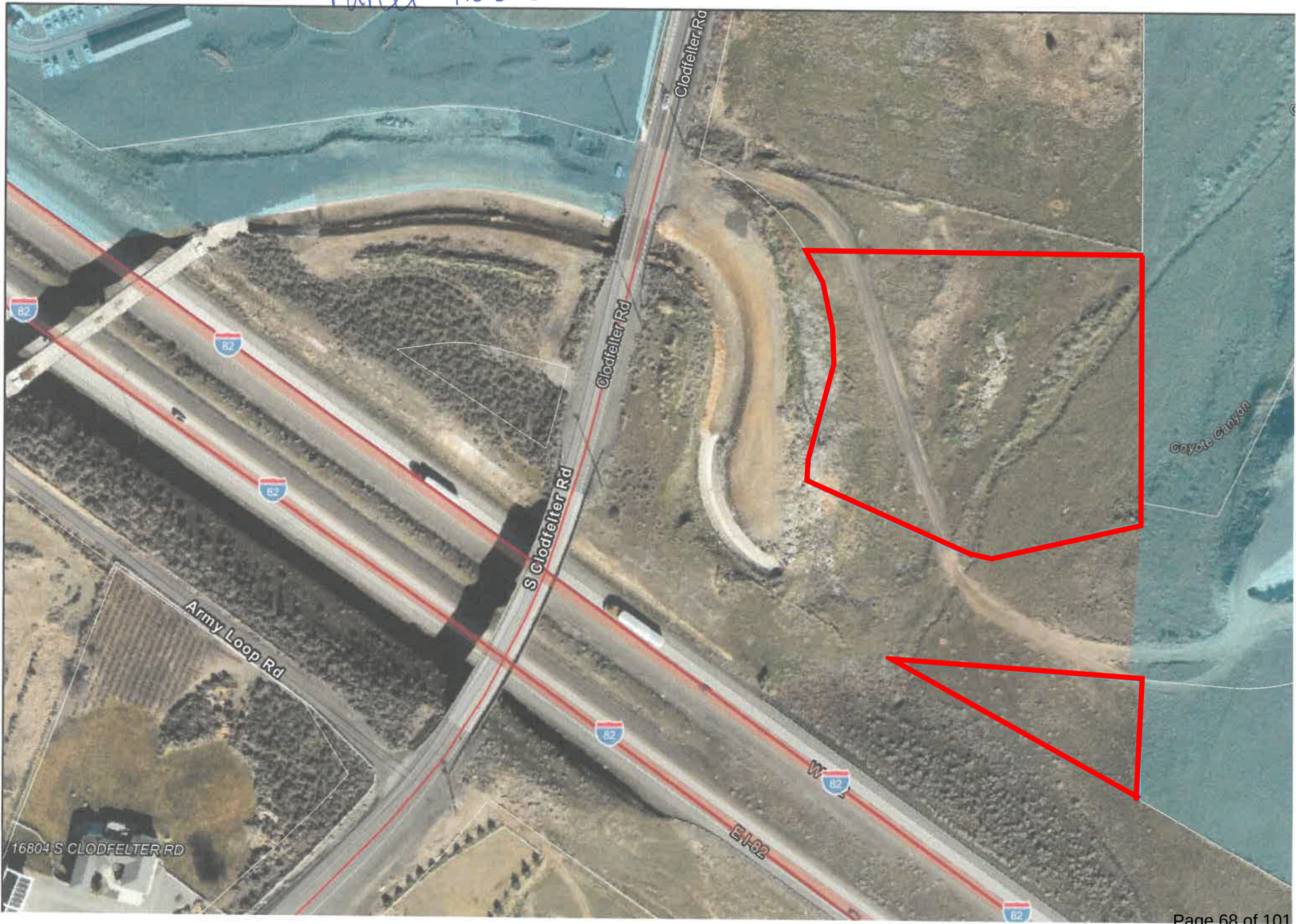
Sincerely,

A handwritten signature in blue ink, appearing to read "Britton M. Creer", with a stylized, flowing script.

Britton M. Creer, Managing Member

Parcel 112883000006000

Benton County WA



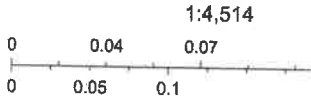
Benton County WA



2/6/2024, 9:25:51 AM

- | | | |
|--------------------|--------------------|-------------|
| Parcels and Assess | Gravel County Road | City Road |
| Road Centerline | State Route | City Limits |
| Paved County Road | Interstate | Kennewick |

Parcel 112883000001000



Geophex Surveys Ltd., Maxar, Esri
Contributors, City of Kennewick, City
State Parks, State of Oregon GEO, v
© OpenStreetMap, Microsoft, Esri,
SafeGraph, GeoTechnologies, Inc, f

Council Agenda Coversheet	Agenda Item Number: 4.k. Council Date: 3/19/2024	Category: Consent Agenda
	Agenda Item Type: General Business Item Subject: Mid-Columbia Children's Museum - Letter of Support Department: City Manager Ord/Reso # Project #	Contract # Permit #
<u>Recommendation</u> Staff recommends that the City Council authorize the Mayor to sign the letter of support to Senator Maria Cantwell's Office for the Mid-Columbia Children's Museum. <u>Motion for Consideration</u> I move to authorize the Mayor to sign the letter of support, as presented, to Senator Maria Cantwell's Office for the Mid-Columbia Children's Museum. <u>Summary</u> Mid-Columbia Children's Museum (MCCM) represents a grassroots movement driven by the community's desire to establish a dedicated space for children's education and exploration in the Tri-Cities and surrounding areas of Southeastern Washington and Northeastern Oregon. Currently, MCCM is actively pursuing funding opportunities, including the 2025 cycle of US Senate federal appropriations, to advance its mission and further develop its facilities and programs. As part of this funding application, MCCM seeks letters of recommendation and support from local stakeholders, highlighting the importance of community engagement and endorsement in realizing its vision. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> N/A		
Attachments: 1. Letter		



Leading the Way

The Office of Senator Maria Cantwell
511 Hart Senate Office Building
Washington, DC 20510

March 13, 2024

RE: Mid Columbia Children's Museum

On behalf of the City of Kennewick, it is my pleasure to offer our support for the Mid Columbia Children's Museum (MCCM) and its mission to bring a children's museum to the Tri-Cities region.

We understand the importance of providing educational and engaging experiences for our community's youth, and we believe that the establishment of a brick-and-mortar museum will be a significant asset to our area.

The potential impact of MCCM aligns closely with our city's values and goals. Children's museums have been shown to drive economic growth by attracting tourism, stimulating local businesses, and creating job opportunities. Additionally, they serve as invaluable spaces for multi-generational education, fostering lifelong learning and family engagement.

One of the most compelling aspects of children's museums is their ability to provide education through play. By offering hands-on, interactive exhibits and programs, MCCM will inspire children to explore and discover, igniting their curiosity and passion for learning from an early age.

We commend MCCM for its dedication to enriching the lives of children and families in our community, and we stand ready to support its continued growth and success. We look forward to the positive impact that MCCM will undoubtedly have on our region.

Sincerely,

Gretl J. Crawford
Mayor

Office of the Mayor

210 W. 6th Ave • PO Box 6108 • Kennewick, WA 99336-0108
(509) 585-4238 • Fax (509) 585-4445 • go2kennewick.com

Council Agenda Coversheet 	Agenda Item Number: 7.a. Agenda Item Type: Contract/Agreement/Lease Subject: Interlocal Agreement: Benton County Emergency Services (BCES) Department: City Manager Ord/Reso # Project #	Council Date: 3/19/2024 Category: Other
<u>Recommendation</u> Staff recommends City Council authorize the City Manager to execute the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services. <u>Motion for Consideration</u> Motion to authorize the City Manager to execute the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services. <u>Summary</u> Benton County Emergency Services(BCES) was created in 1996 pursuant to an Interlocal agreement. In 2018, the Second Amended and Restated Interlocal Agreement was authorized establishing the current member agencies including Benton and Franklin Counties, Richland, Kennewick, Pasco, West Richland, Prosser, Benton City, Benton County Fire Protection District Nos. 1,2, and 4, and Benton PUD. Through establishment of the Southeast Communications Center (SECOMM) BCES provides dispatching for public safety and emergencies for jurisdictions located in incorporated and unincorporated Benton and Franklin counties, and for any agencies contracting for such services. The existing interlocal agreement addresses maintenance and operation of existing capital assets. Various parts of the regional public safety communications equipment are in dire need of replacement. This Third Amended and Restated agreement addresses capital acquisition and ownership of the Microwave Radio Infrastructure project, with the following five member agencies (Benton & Franklin counties, Kennewick, Richland, and Pasco) owning 20 percent. Additionally, it removes Benton Public Utility District #1 (Benton PUD) as a member agency, at their request. Future capital projects, ownership and acquisition, will be respectively addressed in subsequent amendments to the agreement. The BCES Executive Board is the governing body of Benton County Emergency Services, and is responsible for approving BCES-specific policies, contracts, the annual budget, and confirmation of the BCES Director. Amendments to the interlocal agreement shall only be made upon an affirmative vote of all eleven (11) member agencies voting in favor of the proposed amendment. The signing of the interlocal does not increase previously budgeted 2024 BCES assessments for the City of Kennewick. It does establish ownership for future capital acquisitions and commits the City to providing a 20 percent share of the cost of the Microwave Radio System and Infrastructure. The total cost for the City of Kennewick will be \$904,000 + tax and is expected to be paid in two installments in 2025 and 2026. Future payments will be addressed in either the annual BCES budget process or through future budget adjustments. The interlocal agreement was unanimously approved on March 6th, 2024 by the Benton County Emergency Services Executive Board made up of representatives from each member agency. <u>Alternatives</u> None recommended. <u>Fiscal Impact</u> The total cost for the City of Kennewick will be \$904,000 + tax and is expected to be paid in two installments in 2025 and 2026.		
<u>Attachments:</u> 1. Agreement		

WHEN RECORDED RETURN TO:

City of Richland
Attn: City Attorney
625 Swift Boulevard MS-07
Richland, WA 99352

**THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between the following entities (collectively, the “Parties”):

Benton County, a political subdivision of the State of Washington;
Franklin County, a political subdivision of the State of Washington;
City of Kennewick, a Washington municipal corporation;
City of Richland, a Washington municipal corporation;
City of West Richland, a Washington municipal corporation;
City of Prosser, a Washington municipal corporation;
City of Benton City, a Washington municipal corporation;
City of Pasco, a Washington municipal corporation; and
Benton County Fire Protection District Nos. 1, 2, and 4, all of which are Washington special purpose districts.

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an interlocal cooperative agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within the State of Washington to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of

Emergency Management to authorize two or more counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Benton County Emergency Services (“BCES”) is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 7, and the Parties to this Agreement wish to continue that organization under the terms of this Third Amended and Restated Interlocal Agreement; and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, has also provided communication and dispatching for public safety and emergencies for some jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire District Nos. 1, 2 and 4, and with limited participation by Benton County Public Utility District #1 (“Benton PUD”) (collectively, the “Existing Partners”) provided county-wide operation of emergency dispatch services under the terms of the First Amended and Restated Interlocal Agreement until 2017; and

WHEREAS, in 2017, Franklin County and the city of Pasco transitioned their dispatch services to Benton County Emergency Services and became member agencies of BCES (the “New Partners”); and

WHEREAS, the Existing and New Parties have operated BCES pursuant to the Second Amended and Restated Interlocal Cooperation Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018 (“2018 BCES Interlocal Agreement”); and

WHEREAS, Benton PUD no longer desires to be a member agency of BCES and has submitted written notice of its immediate withdrawal, to which the parties hereto consent through execution of this Third Amended and Restated Interlocal Agreement; and

WHEREAS, the remaining BCES member agencies intend to continue the provision of dispatch services under this Agreement, and now intend to provide bi-county operation of emergency dispatch services, with each Party participating to the extent identified herein; and

WHEREAS, BCES has established a digital 800MHz radio system that provides and will continue to provide viable public safety communications for many years into the future; and

WHEREAS, Benton County, the cities of Kennewick and Richland, and Benton PUD have historically provided a single microwave system exclusively located in Benton County (hereinafter the “Former (pre-2024) Benton County Microwave System”); and

WHEREAS, Franklin County and public safety agencies within that county have historically operated under a separate microwave system exclusively located in Franklin County (hereinafter “Franklin County Microwave System”); and

WHEREAS, the cities of Kennewick, Richland and Pasco, and the counties of Benton and Franklin desire to acquire a bi-county microwave system equally owned and funded by the five (5) member agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with RCW 39.34, RCW 38.52 and Section 8 of the 2018 BCES Interlocal Agreement, the Parties hereto agree to this Third Amended and Restated Interlocal Agreement as follows:

II. AGREEMENT

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement by reference.

2. PURPOSE

The purpose of this Agreement is to provide for the effective and economical operations of Benton County Emergency Services (BCES), a local administrative entity and joint venture between the above-referenced Parties (also referred to as the “Organization”).

3. ORGANIZATIONAL STRUCTURE

Benton County Emergency Services consists of two (2) divisions: Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

A. General. The Organization shall consist of an Executive Board, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.

1. Appointment of Administrative Jurisdiction; Duration. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve unless or until such service is terminated by the Executive Board, or until the Administrative Jurisdiction withdraws after having provided a minimum of nine (9) months’ written notice of intent to withdraw. The City of Richland is currently designated as the Administrative Jurisdiction. All employees staffing BCES shall be employees of the Administrative Jurisdiction.
2. Duties of Administrative Jurisdiction. The Administrative Jurisdiction shall have full responsibility for the operation of the Organization, and shall provide all necessary administrative support for the Organization. The Administrative Jurisdiction shall perform

its duties pursuant to a contractual agreement with Benton County Emergency Services that shall automatically renew every five (5) years, subject to any renegotiations between the Administrative Jurisdiction and the Executive Board. The Administrative Jurisdiction shall appoint a BCES Director, which appointment shall be subject to confirmation by the Executive Board. The BCES Director shall be removed only at the direction of the Administrative Jurisdiction.

3. Governing Policies. BCES shall follow the policies established by the Administrative Jurisdiction for all efforts related to Finance, Human Resources, Legal, Risk & Safety, and Purchasing. To ease future transition between Administrative Jurisdictions, BCES shall operate and maintain an independent email system.

B. Executive Board Duties; Membership; Voting. The Executive Board shall be the governing body of the administrative entity known as Benton County Emergency Services, and shall be responsible for approving BCES-specific policies, contracts, the annual budget, and confirmation of the Administrative Jurisdiction's appointment of the BCES Director. The Executive Board shall also be responsible for ensuring the Parties' compliance with the legal requirements of Ch. 38.52 RCW.

1. Subject to the voting procedures and restrictions set forth herein, the Executive Board shall consist of one representative from the Benton County Commissioner's Office, one representative from the Franklin County Commissioner's Office, one representative from each of the cities of Kennewick, Richland, Prosser, West Richland, Benton City, and Pasco, and a single representative collectively representing Benton County Fire Protection District Nos. 1, 2 and 4.
2. Whenever they are entitled to vote, Benton County, Franklin County and the cities of Kennewick, Pasco and Richland shall be allowed two (2) votes each. Whenever they are entitled to vote, West Richland, Prosser and Benton City shall have one (1) vote each. Whenever they are entitled to vote, Benton County Fire Protection District Nos. 1, 2 and 4 shall collectively share a single vote.
3. A simple majority of the number of members of the Executive Board shall be a quorum, and a simple majority of votes shall prevail unless otherwise set forth herein.
4. The following are the only representatives authorized to vote on matters associated with Southeast Communications Center (SECOMM):
 - Representatives for the cities of Kennewick, Richland, Pasco, West Richland* and Prosser*;
 - Representatives for the counties of Benton and Franklin;
 - The representative for Benton County Fire Protection District Nos. 1, 2 and 4 casting a single vote for the three (3) entities.*

**Note:* No future contracted subscribers to SECOMM shall be entitled to vote.

5. The following are the only representatives authorized to vote on matters associated with the 800MHz system:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton.
 6. The following are the only representatives authorized to vote on matters associated with operation and maintenance of the Former (pre-2024) Benton County Microwave System and related funding:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton;
 7. The following are the only representatives authorized to vote on matters associated with the future operation and maintenance of the new Benton-Franklin County Microwave System and related funding (acquired after the execution hereof):
 - Representatives for the cities of Kennewick, Pasco and Richland;
 - The representatives for the counties of Benton and Franklin.
 8. The following are the only representatives authorized to vote on items associated with Benton County Emergency Management (BCEM):
 - Representatives for the cities of Kennewick, Richland, West Richland, Prosser and Benton City;
 - The representative for the county of Benton.
 9. For items not specifically associated with the Former (pre-2024) Benton County Microwave System, the new Benton-Franklin Microwave System, the 800 MHz system, Southeast Communications Center, or Benton County Emergency Management, all representatives may vote.
 10. A representative may send a delegate to vote by proxy in his or her absence..
- C. Strategic Advisory Team. Working directly with BCES leadership, the Strategic Advisory Team (SAT) will assist in developing strategies for addressing issues such as establishing standardized procedures and incorporating changes in technology. To facilitate the policy-making role of the Executive Board, it may assign to the SAT certain policy reviews, projects, and tasks. The Strategic Advisory Team may consist of one (1) representative from each of the following:
- | | |
|-----------------------------------|---|
| • Kennewick Fire Department | • Connell Police Department |
| • Kennewick Police Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |

- Franklin County Sheriff's Office
- Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep)
- City of Prosser
- Benton County Fire Protection Districts 1, 2, 4, 5 & 6 (1 Rep)

The SAT representative will be the agency Chief or Sheriff and a senior level executive from the City of Prosser.

D. Customer Agency Group. The Customer Agency Group (CAG) is established to allow customers of BCES to communicate suggestions, ideas, or concerns regarding service, operational policies, and/or procedural issues. The CAG will be comprised of two divisions: Law Enforcement and Fire/EMS. Each division will elect a chairperson to represent the concerns of their division to the BCES Director or at joint CAG meetings. The Customer Agency Group may consist of one (1) representative from each of the following:

- Kennewick Police Department
- Kennewick Fire Department
- Richland Police Department
- Richland Fire Department
- West Richland Police Department
- Benton County Sheriff's Office
- Franklin County Sheriff's Office
- City of Benton City
- Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep)
- Walla Walla Fire Protection District 5
- Connell Police Department
- Connell Fire Department
- Pasco Police Department
- Pasco Fire Department
- West Benton Fire and Rescue
- North Franklin County Hospital District
- City of Prosser Police Department
- Benton PUD
- Benton County Fire Protection Districts 1, 2, 4, 5, & 6 (1 Rep)

1. Issues that impact only one division will be communicated to the BCES Director from the chair of the division. Any recommendations made by either division must be approved by a majority of the agencies before they can be submitted to the Director for consideration. Items for which there is no majority support will require the use of the agency input process.
2. Should an issue be relevant to both divisions, a meeting may be called by the BCES Director or either division chairperson. Attendees to such meeting will be limited to the BCES Director, the SECOMM Communications Managers and/or Emergency Management Manager, and both division chairpersons.
3. Working groups or sub-committees may be created by either division to address operational issues for which operational-level employees or subject matter experts should be involved. These groups and/or sub-committees will report directly to their division chairperson. Additionally, to expedite the development of recommendations that are sound and have the greatest likelihood of success, recommendations will be vetted with a senior subject matter expert dispatcher for additional input. The dispatcher would have no vote in the process of moving forward with an issue.

- E. BCES Director. The Director, under direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services, and shall be responsible for the implementation of the directives of the Executive Board and the policies and procedures of the Executive Board or the Administrative Jurisdiction, as the case may be. The Director shall be responsible for developing, organizing, and coordinating emergency preparedness planning, training and implementation. The Director shall be responsible for organizing, developing and coordination of E-911 and bi-county communication systems, and shall have such other duties and responsibilities as the Administrative Jurisdiction designates from time to time.

4. FINANCES

Benton County Emergency Services maintains separate funds consisting of:

- One (1) fund for Benton County Emergency Management;
- One (1) fund for Southeast Communications Center;
- One (1) fund for the acquisition, maintenance and operation of the 800MHz; and
- One (1) fund for the acquisition, maintenance and operation of the Benton-Franklin County Microwave System.
- One (1) fund for maintenance and operation of the Former (pre-2024) Benton County Microwave System (to be retired when the system is fully decommissioned).

These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick, the most populous entity. All monies received for the benefit and use of Benton County Emergency Services, including financial contributions by the Parties to this Agreement in accordance herewith, shall be deposited into the appropriate fund.

- A. Benton County Emergency Management (EM Operations) Fund. Except for, Pasco, and Franklin County, each Party to this Agreement shall contribute to the cost of emergency management operations upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions by the Parties hereto, the decisions shall be referred to the State Emergency Management Council for arbitration, and the Council's decision shall be final and binding upon the Parties hereto. Except for Franklin County and Pasco, each party shall pay its share of the cost of emergency management into the Benton County Emergency Management Fund which is maintained and administered by the Administrative Jurisdiction. The Executive Board shall have the authority to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover unexpected liabilities, including uninsured civil judgments. If the cost overrun or liability is the result of a single agency, the entire cost will be borne by that agency.
- B. Southeast Communications Center (SECOMM Operations) Fund. SECOMM shall be financed by the proceeds of a telephone excise tax that shall be imposed at the same rate by both Benton and Franklin counties, an annual levy upon the Parties, except City of Benton City, and by

contract fees paid by contracting agencies as determined by the Executive Board. Each Party hereto shall contribute its share of the costs of the typical and customary operation and administration of SECOMM as established by the Executive Board. Such contributions shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. The assessment for any user or member entering SECOMM mid-budget year shall be determined by the Executive Board and pro-rated relative to the months of service remaining in the existing budget year. Funding models for SECOMM budgets shall be determined by the Executive Board. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration, the Executive Board is authorized to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

- C. 800MHz Fund. The 800MHz Fund shall be used for the maintenance and operation of any 800MHz radio system, whether analog or digital, utilized by BCES. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the 800MHz system, and to impose contract fees upon any contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800MHz operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable solely to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

In order to improve coverage of the 800MHz radio system maintained and operated by BCES in certain areas of unincorporated Benton County, one (1) communication site on Red Mountain will be constructed consisting of a trunked simulcast repeater; one (1) microwave; an equipment shelter; a tower; a generator; a fuel tank; and batteries (the "Communication Site"). To integrate the new Communication Site into the existing system, the Golgotha ASTRO 25 Repeater Site must be upgraded with certain hardware, software and services (the "Golgotha Upgrade"). To facilitate construction of the Communication Site and the Golgotha Upgrade, Benton County has satisfied its commitment to provide BCES, by and through its Administrative Jurisdiction, Three Million Dollars (\$3,000,000) for BCES to purchase and install the Communication Site and Golgotha Upgrade Benton County further agrees to directly pay the costs of easement acquisition, design, and construction of a means of ingress and egress, along with provision of utilities (specifically electric) to a parcel agreed upon by Benton

County on which the Communication Site will be located. All operational costs of the Communication Site shall be paid by the Parties hereto in the same manner as other operational costs paid from the 800MHz fund.

The Administrative Jurisdiction is responsible for compliance with applicable procurement laws respecting the purchase and installation of the Communication Site and Golgotha Upgrade. Benton County is responsible for compliance with applicable procurement laws respecting the access easement to the Communication Site.

The Administrative Jurisdiction agrees to maintain the deposits from Benton County in an interest bearing account, and interest will accrue to the benefit of BCES and may be expended on the Communication Site. The Administrative Jurisdiction will continue send to Benton County a written summary of the expenses incurred for the purchase and installation of the Communication Site every thirty (30) days until the Communications Site is completed. Within thirty (30) days of release of retainage to the contractor for the Communication Site work, the Administrative Jurisdiction will return to Benton County the balance of all deposits made by Benton County for the Communication Site that were not expended.

Parties to this Agreement who use the 800MHz system will continue to contribute to its operation and maintenance costs, including costs for operation and maintenance of the Communication Site, through annual radio assessments.

- D. Benton County Microwave System Fund. The Former (pre-2024) Benton County Microwave System Fund shall be used for the maintenance and operation of the Benton County Microwave System utilized by BCES until such time as the new Benton-Franklin Microwave System is constructed and operational. At such time, any funds remaining in the Former (pre-2024) Benton County Microwave Fund shall be transferred to the new Benton-Franklin Microwave System Fund. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton County Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton County Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency. Neither Franklin County nor any of the Parties to this Agreement located therein shall acquire or be deemed to have acquired any ownership interest whatsoever in any property or equipment that comprises the Benton County Microwave System.

1. Franklin County Microwave System. Although the Former (pre-2024) Benton County Microwave System and the Former (pre-2024) Franklin County Microwave System are technically interconnected and create a Bi-County Microwave System utilized by BCES, Benton County and those Parties to this Agreement who are located therein are the only Parties obligated to contribute to the Former (pre-2024) Benton County Microwave System as provided under Section 4.D above. Franklin County shall be solely responsible for all costs associated with maintenance, operation and improvements to the Former (pre-2024) Franklin County Microwave System. Neither Benton County nor any of those Parties to this Agreement located therein shall acquire any ownership interest whatsoever in any property or equipment that comprises the Former (pre-2024) Franklin County Microwave System. Franklin County shall defend, indemnify and hold harmless Benton County and those Parties to this Agreement who are located therein for all claims related in any way to, Franklin County's maintenance or operation of the Former (pre-2024) Franklin County Microwave System as it presently exists or is modified in the future. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of uses resulting therefrom.
- E. Benton-Franklin County Microwave System Fund. The new Benton-Franklin County Microwave System Fund shall be used for the maintenance and operation of the Benton-Franklin County Microwave System utilized by BCES upon completion of its construction. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton-Franklin County Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton-Franklin County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton-Franklin County Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- F. The BCES Director, upon approval by the Executive Board, is authorized to make expenditures on behalf of the Organization in accordance with the policies and procedures of the Administrative Jurisdiction.
- G. An annual budget for the Organization shall be prepared by the BCES Director in accordance with the policies and procedure of the Administrative Jurisdiction. The annual operating budget requires Executive Board approval.

- H. Contribution to SECOMM Fund. The Parties acknowledge that Franklin County and Pasco each made irrevocable contributions of Five Hundred Thousand Dollars (\$500,000) to the SECOMM Fund as their buy-in for BCES membership pursuant to the 2017 BCES Transition and Buy-In Agreement. These contributions are non-refundable should Franklin County or Pasco withdraw from BCES.
- I. Radio System Upgrade (SUA). In each BCES budget, the allocation of costs to support the trunked radio system shall be equally divided between Benton County, Franklin County, and the cities of Kennewick, Pasco and Richland. Contributions made by Franklin County and Pasco shall not create, nor be construed to create, any ownership interest in the trunked radio system.
- J. Capital Investment - 2024 Benton-Franklin Microwave System. The counties of Benton and Franklin and the cities of Kennewick, Richland and Pasco will jointly fund and acquire a bi-county microwave system to be owned by the five (5) member agencies as follows: twenty percent (20%) ownership by Benton County; twenty percent (20%) ownership by Franklin County; twenty percent (20%) ownership by Kennewick; twenty percent (20%) ownership by Richland; and twenty percent (20%) ownership by Pasco (the “Owner Entities”). The bi-county microwave system will be constructed/installed by and through the Administrative Jurisdiction and operated by Benton County Emergency Services. The Owner Entities shall pay their respective financial contribution of one-fifth (20%) of the actual total capital project cost to the Administrative Jurisdiction, on behalf of BCES, within thirty (30) calendar days of receipt of a detailed invoice. The capital project cost shall be determined based on the actual project cost reflected in the Motorola Project No. WA-21P120A_Richland agreement. Failure of any of the Owner Entities to remit payment as required herein shall result in suspension of services to the non-compliant Owner Entity by BCES.

5. PROPERTY AND EQUIPMENT

- A. Ownership Interests Maintained. Except as authorized by the Executive Board with respect to transfer by FEMA of ownership of assets acquired with Chemical Stockpile Emergency Preparedness Program (“CSEPP”) funds, the digital 800MHz radio system, and the Former (pre-2024) Benton County Microwave System Fund, the ownership interests in property, equipment, or funds acquired by or through Benton County Emergency Management shall continue to be shared by Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City in proportion to the financial and in-kind contribution of each party in the year such property, equipment, or monies was acquired, unless provided otherwise herein. Franklin County and Pasco shall take no ownership interest whatsoever in any property, equipment or monies belonging to BCES unless said ownership interest is expressly identified herein.
- B. Benton PUD Property Interests. Buildings and towers owned by Benton PUD, and site or ground leasehold interests held by Benton PUD at the Prosser site, the Joe Butte Site, and the

Umatilla Ridge site will remain in Benton PUD's ownership or leasehold interest. State-owned microwave system or parts to which Benton PUD previously enjoyed a right of first refusal have been transferred to the joint ownership of Benton County and the cities of Kennewick and Richland in the following percentages: fifty percent (50%) to Benton County; twenty-five percent (25%) to Kennewick; twenty-five percent (25%) to Richland.

- C. Specific Properties Owned Solely By Benton County, Richland and Kennewick. All Parties hereto acknowledge that the federal government may have ownership interests or rights with respect to equipment purchased with funds provided by the federal government. All Parties further acknowledge and agree that the Communication Site on Red Mountain as referenced in Section 4.C above shall be owned exclusively by Benton County. All Parties further acknowledge and agree that the remainder of the existing digital 800MHz radio system, the real property and improvements located at 651 Truman Avenue in Richland, Washington, the leasehold interests and other 800MHz equipment used by Benton County Emergency Services and the Parties hereto at the several existing sites and the Former (pre-2024) Benton County Microwave System used by Benton County Emergency Services shall be owned exclusively by Benton County and the cities of Richland and Kennewick as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. The contributions by Pasco and Franklin County required pursuant to Section 4.H above do not create any ownership interests in the above assets by those entities.
- D. Ownership Interests – SECOMM Fund. Property, equipment and funds acquired through the Southeast Communications Center Fund prior to June 26, 2018, shall be owned as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. Property, equipment, or monies acquired through the Southeast Communications Center Fund on and after June 26, 2018, shall be owned in equal shares by Benton County, Franklin County and the cities of Kennewick, Richland and Pasco, except to the extent acquired through revenue of E911 taxes as set forth below. Benton County, Franklin County and the cities of Kennewick, Pasco and Richland are the only Parties to this Agreement responsible for contributing toward capital expenditures in the budget process.
- E. Ownership Interests – E911 Taxes. Property, equipment, or monies acquired through the receipt of E911 taxes shall be the property of Benton and Franklin Counties based on the percentage of E911 tax funds contributed by each county toward said property, equipment or monies.
- F. Ownership Interests – New Bi-County Microwave System. The Benton-Franklin Microwave System shall be owned in equal shares of one-fifth (20%) by the following member agencies: Benton County, Franklin County, and the cities of Kennewick, Richland and Pasco. No other member agencies shall have an ownership interest in the Benton-Franklin Microwave System.

6. PUBLIC RECORDS REQUESTS

- A. To comply with BCES's obligation to respond to public records requests, and to minimize legal risk to the Parties, the Parties agree that all original records prepared, owned, used, or retained by BCES shall be provided to and maintained by the Administrative Jurisdiction.
- B. When a public records request is received by BCES under the Washington State Public Records Act, Chapter 42.56 RCW, staff assigned to support BCES will complete a search for responsive records and respond to the request pursuant to the Public Records policy established by the Administrative Jurisdiction. To the extent legal review is needed to respond to a request, the City Attorney for the Administrative Jurisdiction will provide the review. The Parties acknowledge that the Administrative Jurisdiction has ultimate authority to release or withhold records pursuant to the Washington State Public Records Act.

7. DURATION OF AGREEMENT; TERMINATION

This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor in compliance with RCW 39.34.040. Upon the effective date, this Agreement shall replace all prior oral agreements, contracts, interlocals and amendments thereto, including those agreements that have been recorded with the Benton County Auditor, and shall specifically, but without limitation, supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996, the Interlocal Agreement for Benton County Emergency Services Interlocal Cooperation Agreement effective September 1, 2006, Amendment 1 thereto dated May 11, 2009, the 2012 BCES Interlocal Agreement recorded with the Benton County Auditor on January 23, 2012, the Second Amended and Restated Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018, and Amendment No. 1 thereto recorded on August 27, 2020. The initial term of this Agreement shall be ten (10) years, after which this Agreement shall automatically extend for successive five (5) year terms unless one or more Parties objects to extending the Agreement no later than six (6) months prior to expiration. Objections to extension of this Agreement shall be submitted in writing to the Executive Board.

8. AMENDMENTS

Amendments to this Agreement shall only be made upon an affirmative vote of all eleven (11) member agencies voting in favor of amendment. This section shall not affect how the Board operates and conducts its business.

9. WITHDRAWALS

Any Party may withdraw from this Agreement upon providing six (6) months' advanced written notice to the Executive Board. A withdrawing Party shall remain liable for obligated payments, and shall be refunded any payments made but not obligated prior to the date of actual withdrawal.

Any Party so withdrawing shall be responsible for complying with Washington State law regarding its obligations to provide emergency management and dispatch services. Upon the act of withdrawing from this Agreement, the withdrawing Party shall be deemed to have forfeited and released all ownership interest it may have in any property, equipment or monies it may have or otherwise been eligible to receive under this Agreement.

10. ALLOCATION OF LIABILITY; INDEMNIFICATION

A. Each party shall be solely responsible for its own wrongful or negligent conduct. Each party promises to indemnify and hold harmless and release all other Parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a Party to exercise any right, defense, or remedy which a Party may have with respect to third parties or the employee(s) whose action or inaction gave rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. SEVERABILITY

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, to the extent possible and practicable, the remaining parts of the Agreement shall remain in effect and be binding upon all Parties hereto.

12. NO SEPARATE LEGAL ENTITY

No separate legal entity is created upon execution of this Interlocal Agreement.

13. GOVERNING LAW; VENUE

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Yakima County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

14. WAIVER

No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

15. NO THIRD PARTY RIGHTS

Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates identified next to their signatures below.

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON

By: Michael Alvarez Date
Chairman, Benton County Commission

By: Rocky Mullen Date
Chairman, Franklin County Commission

By: Jerome Delvin Date
Benton County Commissioner

By: Steve Bauman Date
Franklin County Commissioner

By: William McKay Date
Benton County Commissioner

By: Clint Didier Date
Franklin County Commissioner

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Approved as to Form:

Approved as to Form:

Ryan Brown
Chief Deputy Prosecuting Attorney, Civil

By: Jeff Briggs
Franklin County Deputy Prosecutor

[Signatures Continue Below]

CITY OF PASCO

By: Adam Lincoln Date
Pasco City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, Pasco City Attorney

CITY OF RICHLAND

By: Jon Amundson, ICMA-CM Date
Richland City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, Richland City Attorney

CITY OF KENNEWICK

By: Lisa Beaton Date
Interim Kennewick City Manager

Attest:

Krystal Townsend, City Clerk

Approved as to Form:

Laurencio Sanguino
Acting Kennewick City Attorney

CITY OF WEST RICHLAND

By: Brent Gerry Date
Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz
West Richland City Attorney

[Signatures Continue Below]

CITY OF PROSSER

CITY OF BENTON CITY

By: Gary Vegar Date
Mayor

By: Len Burton Date
Mayor

Attest:

Attest:

Rachel Shaw, City Clerk

Stephanie Haug, City Clerk

Approved as to Form:

Approved as to Form:

Howard Saxton, Prosser City Attorney

Eric Ferguson, City Attorney for Benton
City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: _____, Commission Chair
BCFPD #1

Attest: _____

Date: _____

By: _____ Commission Chair
BCFPD #2

Attest: _____

Date: _____

By: _____, Commission Chair
BCFPD #4

Attest: _____

Date: _____

Council Agenda Coversheet	Agenda Item Number: 7.b.	Council Date:	3/19/2024	Category: Other
	Agenda Item Type: Contract/Agreement/Lease			
	Subject: Contract: Wastewater Treatment Plant (WWTP) Phase 2 Supplement to Amendment #1			
	Department: Public Works			
	Ord/Reso #	Contract #		
	Project # P2209	Permit #		
<u>Recommendation</u>				
Staff recommends the City Council authorize the City Manager to sign the Progressive Design Build (PDB) Supplemental Agreement Amendment #1 with Merrell Bros, Inc. for the WWTP Phase 2, Step 1 early release package procurement.				
<u>Motion for Consideration</u>				
Motion to authorize the City Manager to sign the Progressive Design Build Supplemental Agreement Amendment #1 with Merrell Bros, Inc. for the WWTP Phase 2, Step 1 early release package procurement.				
<u>Summary</u>				
On March 7, 2023, City Council approved the PDB Step 1/ Design contract with Merrell Bros, Inc. During the scoping process for the Step 1/ Design contract it was contemplated that the PDB team would likely need to procure long lead items during Step 1 in order to meet the project schedule. The Step 1/ Design contract included provisions that allowed for procurement of these long lead items by way of an Amendment. Upon completion of Step 1/ Design, a Step 2/ Construction Guaranteed Maximum Price (GMP) will be established and brought before City Council for approval. The project GMP will be reduced by all previous expenditure (ie Early Release Amendment #1).				
On August 15, 2023, City Council approved the Early Release Amendment #1 which included the procurement of long lead equipment and dredging services of Lagoon #2 for the WWTP Phase 2 PDB project.				
This Supplemental Early Release Amendment #1 increases the estimated dredging quantities and allows for a 10% contingency for dredging services, an increase of \$1,088,704.96. The revised total Early Release Amendment #1 not-to-exceed cost of \$14,371,207.98.				
<u>Alternatives</u>				
None recommended				
<u>Fiscal Impact</u>				
Original Early Release Amendment #1 \$13,282,503.02				
Supplemental \$1,088,704.96				
Total \$14,371,207.98				
Water and Sewer Enterprise Funds				
State Revolving Funds (\$23M + 6.1M potentially forgivable)				
<u>Attachments:</u>				
1. Presentation				
2. Agreement				

Wastewater Treatment Plant (WWTP) Phase 2, “Biosolids Management”

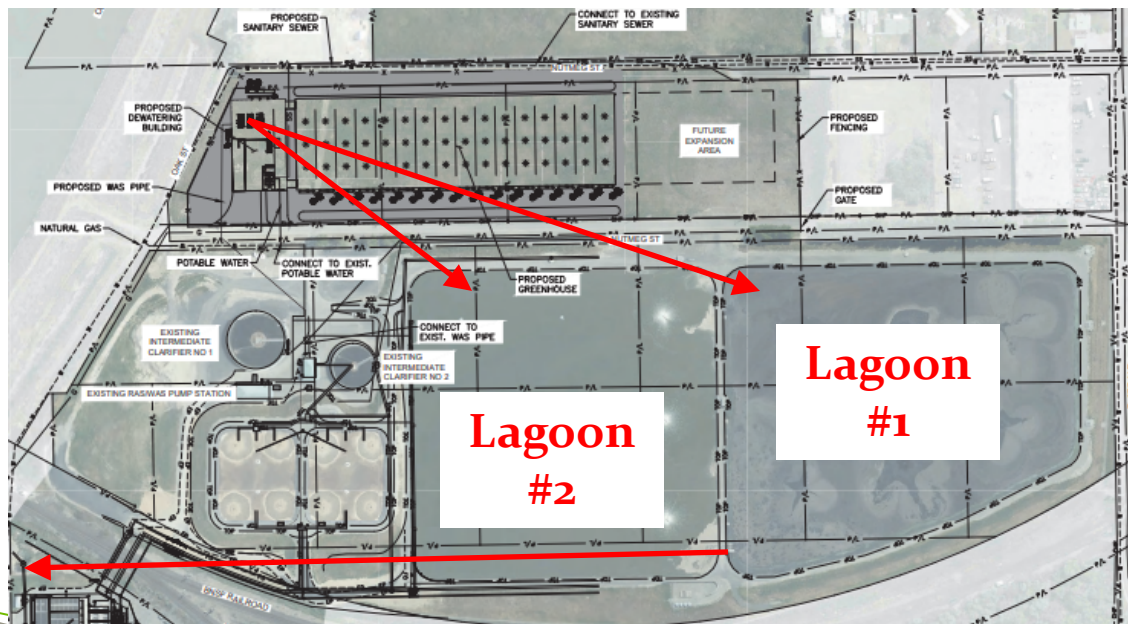
March 19, 2024

Jeremy J. Lustig, PE, Utility Services Manager



WWTP Ph2 – Lagoon to “Polishing Pond”

- WWTP Phase 2 will change the purpose and function of the lagoons
 - Currently lagoons are a holding cell for biosolids
 - After upgrades only one lagoons will remain, serving two purpose
 - Receive discharge from belt press/ dewatering – “polishing pond”
 - Emergency discharge
 - Lagoon #2 is currently being dredged to provide that interim purpose
 - Lagoon #1 is currently online receiving all biosolids
 - Must meet a time requirement after last receipt of solids before dredging (approx. 3-6 months)
 - Lagoon #1 will ultimately be the final “polishing pond” after dredging



WWTP Ph2

DBIA Progressive Design Build, Amendment #1

City Council Approved - August 15, 2023



□ DBIA Amendment – Early Release Amendment #1 (“long lead items”)

- | | |
|---|-----------|
| □ 10 Odor Control Units (attached to Greenhouses) | \$3.2 mil |
| □ 10 Greenhouses | \$2.3 mil |
| □ 3 Belt Presses (dewatering) | \$1.4 mil |
| □ 1 – 1.2 MG Concrete Tank (sludge holding tank) | \$0.9 mil |
| □ 1 Dryer/ Pasteurization Oven | \$0.8 mil |
| □ 1 Pre-Engineered Metal Building (process bldg) | \$0.6 mil |
| □ 10 In-Floor Heating Systems (for greenhouses) | \$0.5 mil |
| □ 3 sludge pumps (feed pumps to belt presses) | \$0.1 mil |



- | | |
|----------------------|-----------|
| □ Lagoon #2 Dredging | \$2.3 mil |
|----------------------|-----------|



- | | |
|--|------------|
| □ Total for all early release items (including WA tax) | \$13.3 mil |
|--|------------|

WWTP Ph2 – Lagoon #2 Dredging

- Current Status/ Schedule
 - Began in September 2023, immediately following Council approval
 - Approaching the initially estimated and approved 3,000 dry tons (DT)
- Council approved, line item breakdown for Lagoon #2 dredging included
 - \$257,685 mobilization and de-mobilization
 - \$2,091,000 (3,000 DT estimated @ \$697/ DT)
 - Totaling \$2.3 million
- Original 3,000 DT estimate was based off of previous dredging efforts of Lagoon #2
- Previous dredge work for Lagoon #2 were not as extensive as current work
 - Must be cleaned to a higher level before turning over as a “polishing pond”
- Updated estimates are anticipated to be closer to 4,000 DT to achieve higher level of solids removal (could be slightly higher yet)
- Previous dredging of either Lagoon #1 and #2 have historically included a 10% contingency to allow for some overage of DT solids removal



WWTP Ph2 – Lagoon #2 Dredging

- Increase Lagoon #2 Dredging line item
 - Current 3,000 DT to 4,000 DT
 - From current \$2.3 million to \$3.0 million
- Allow for a 10% contingency
 - Consistent with previous dredging contracts

DBIA Amendment – **Revised** Early Release Amendment #1 (“long lead items”)

- | | |
|--|-----------------------|
| □ 10 Odor Control Units (attached to Greenhouses) | \$3.2 mil |
| □ 10 Greenhouses | \$2.3 mil |
| □ 3 Belt Presses (dewatering) | \$1.4 mil |
| □ 1 – 1.2 MG Concrete Tank (sludge holding tank) | \$0.9 mil |
| □ 1 Dryer/ Pasteurization Oven | \$0.8 mil |
| □ 1 Pre-Engineered Metal Building (process bldg) | \$0.6 mil |
| □ 10 In-Floor Heating Systems (for greenhouses) | \$0.5 mil |
| □ 3 sludge pumps (feed pumps to belt presses) | \$0.1 mil |
| □ Lagoon #2 Dredging | \$3.4 mil |
|
□ Total for all early release items (including WA tax) |
\$14.4 mil |



WWTP Ph2 – Cost/Funding/ Schedule

Latest Estimate Cost

- ~\$37 million (75% Design Estimate)

Funding

- \$29.1 million – Department of Ecology Funding (SRF)
 - \$23 million (low interest loan, 20 years @ ~1%)
 - 6.1 million (Green Project Reserve – potentially forgivable)
- DOE haVE indicated that they will likely have additional funds available
 - Request after Guaranteed Maximum Price (GMP) has been established

Schedule Update

- 90% design received late February
- 100% design anticipated late April
 - GMP expected within 60-90 days
- Construction ~ June/July 2024



Questions?



**SUPPLEMENTAL EARLY RELEASE AMENDMENT #1
Between Owner and Progressive Design-Builder**

P-2209, WWTP PHASE 2, STEP 1 EARLY RELEASE PACKAGE

THIS SUPPLEMENTAL AGREEMENT, entered into this 19th day of March, 2024 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and Merrell Bros, Inc, 8811 W 500 N, Kokomo, IN 46901 (hereinafter called the "Progressive Design-Builder").

WITNESSETH:

WHEREAS, In accordance with the DBIA Document No. 544 Progressive Design-Build Agreement, Between Owner and Progressive Design-Builder and DBIA Document 535 Standard Form of General Conditions of the Contract Between Owner and Design-Builder, dated on or about March 7, 2023 (the "Agreement") for the Wastewater Treatment Plant (WWTP) Step 2 Upgrades Project (the "Project") between Merrell Bros., Inc. (the "Progressive Design-Builder") and the City of Kennewick (the "Owner"), particularly Article 7.1.2 of the Form 544; and

WHEREAS, the Parties hereto previously entered into an Early Release Amendment #1 to authorize the Progressive Design-Builder to procure long-lead materials and perform a defined scope of services ("Long Lead Items" and "Lagoon Dredging #2") needed to be procured and completed during Phase 1 of the Project, in order to facilitate design and meet construction schedules during Phase 2, as set forth in the Amendment dated August 15, 2023; and

WHEREAS, both parties desire to supplement said Early Release Amendment #1 by increasing the Lagoon Dredging #2 estimated quantity from 3,000 to 4,000 dry tone (DT), as well as add a 10% contingency allowance should estimated quantities deviate from anticipated.

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 Amendment #1 as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Lagoon Dredging #2, QUANTITY, shall be modified from its original estimate of 3,000 DT to 4,000 DT and shall include an overall 10% contingency to be applied to this item only:

The PROGRESSIVE DESIGN-BUILDER shall be paid \$3,350,253.50 by the OWNER to complete services for Lagoon Dredging #2 as outlined in the original Amendment #1.

The Maximum Total Amount Payable, by the OWNER to the PROGRESSIVE DESIGN-BUILDER under this amendment #1 to the agreement, shall not exceed \$14,371,207.98.

Equipment	Price
Early Release Equipment Subtotal	\$ 9,870,729.00

Lagoon Dredging - REVISED					
#	Early Release Item	Company	Item Description	Quantity	Price
1	Lagoon #2 Dredging	Merrell Brothers	Lagoon #2 Dredging & Complete Clean Out (qty estimated, \$697/DT)	4,000 DT	\$ 3,045,685.00
10% Contingency					\$ 304,568.50
Early Release Lagoon Dredging Subtotal					\$ 3,350,253.50

WA tax @ 8.7%	\$ 1,150,225.48
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Early Release Total	\$ 14,371,207.98
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

MERRELL BROS, INC.

Lisa Beaton, Interim City Manager

Ted Merrell, President

Council Agenda Coversheet	Agenda Item Number: 11.a. Agenda Item Type: General Business Item Subject: City Manager Candidate Qualifications Department: City Manager Council Date: 3/19/2024	Category: Other
		
<u>Recommendation</u> A recommendation is not applicable for this item. <u>Motion for Consideration</u> A motion is not applicable for this item. <u>Summary</u> State law permits the City Council to consider the qualifications of candidates for public employment in a confidential executive session. In an open session, the Mayor will announce a specific start and end time for the executive session. If additional time is necessary, the Mayor will return to the open session and announce the new end time. <u>Alternatives</u> Alternatives are not applicable to this item. <u>Fiscal Impact</u>		
<u>Attachments:</u> None		